

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. APPROVAL OF AGENDA**
- 3. PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS**
- 4. RESPONSE TO PUBLIC COMMENT**
- 5. 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.

6. CONSENT AGENDA

- a. Bill Listings
- b. Minutes of the October 3, 2023 Regular Meeting Minutes
- c. Minutes of the October 3, 2023 Work Session Proceedings
- d. Donation Acceptance from American Legion Post No. 65 - Police Department
- e. Donation Acceptance from American Legion Post No. 65 - Fire Department
- f. Hiring New Firefighters
- g. Engineering Services Contract Amendment for 2023 Neighborhood Improvement
- h. Land Exchange Agreements
- i. Appointment of Additional Election Judges for November 7, 2023 Election
- j. Bella Vista Greenway Trail Project - Change Order
- k. Declaration of Surplus Property – Parks and Recreation
- l. Life Time Facility - Change Order #1
- m. Joint Powers Agreement with Dakota County - Absentee Voting Administration Services in 2024 and 2025
- n. Approval of the Amber Fields 13th Addition Preliminary Plat and a Minor Amendment to the Planned Unit Development Agreement

7. PUBLIC HEARINGS

- a. Schafer Richardson Conduit Financing Authorization Request Amendment
- b. Request by SKB Environmental for an extension of its current Interim Use Permit

8. UNFINISHED BUSINESS

9. NEW BUSINESS

- a. PD PW Campus Update and Change Order Package #1

10. ANNOUNCEMENTS

- a. City Staff Updates
- b. Upcoming Community Calendar

11. ADJOURNMENT

PACKET: 06807 10/06/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-002533 MARCO TECHNOLOGIES LLC									
I	INV11687836	COPIER COSTS & LEASE G/L ACCOUNT	APBNK 10/06/2023 R	CK: 153531		9/29/2023	1,198.45 1,198.45	1,198.45CR	
	101	41810-01-202.00	DUPLICATING & COPYING COSTS			712.79	COPIER COSTS & LEASE		
	101	41810-01-580.00	OTHER EQUIPMENT			485.66	COPIER COSTS & LEASE		
			REG. CHECK			1	1,198.45 1,198.45	1,198.45CR 0.00	0.00

01-005066 MARCO TECHNOLOGIES LLC									
I	511639007	COPIER LEASE MX-5071 G/L ACCOUNT	APBNK 10/06/2023 R	CK: 153532		9/22/2023	244.23 244.23	244.23CR	
	101	41810-01-580.00	OTHER EQUIPMENT			244.23	COPIER LEASE MX-5071		
			REG. CHECK			1	244.23 244.23	244.23CR 0.00	0.00

01-240010 XCEL ENERGY									
I	8807010-0	9/23 WELL #15 G/L ACCOUNT	APBNK 10/06/2023 R	CK: 153533		9/25/2023	6,466.70 6,466.70	6,466.70CR	
	601	49425-01-381.00	ELECTRIC UTILITIES			6,466.70	WELL #15		
			REG. CHECK			1	6,466.70 6,466.70	6,466.70CR 0.00	0.00

PACKET: 06807 10/06/2023 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	1,442.68CR
601	WATER UTILITY FUND	6,466.70CR
** TOTALS **		7,909.38CR

----- 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	3	7,909.38 7,909.38	7,909.38CR 0.00	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	3	7,909.38 7,909.38	7,909.38CR 0.00	0.00

ERRORS:

0

WARNINGS:

0

10/6/23



10/04/2023 3:00 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 06805 10/05/23 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							
	C-202310049885	AFLAC INSURANCE PREMIUMS	D	10/05/2023		98.00	001643	
	I-161202310049884	AFLAC INSURANCE PREMIUMS	D	10/05/2023		406.24CR	001643	
	I-162202310049884	AFLAC INSURANCE PREMIUMS	D	10/05/2023		311.94CR	001643	620.18
005806	BPAS-BENEFIT PLANS ADMIN SRVS							
	I-250202310049884	VEBA - EMPLOYEE CONTRIBUTIONS	D	10/05/2023		90.00CR	001644	
	I-252202310049884	EMPLOYER VEBA CONTRIBUTIONS	D	10/05/2023		158.75CR	001644	248.75
000003	INTERNAL REVENUE SERVICE							
	I-T1 202310049884	FEDERAL WITHHOLDING	D	10/05/2023		33,008.61CR	001645	
	I-T3 202310049884	FICA W/H & CONTRIBUTIONS	D	10/05/2023		30,232.06CR	001645	
	I-T4 202310049884	MEDICARE W/H & CONTRIBUTIONS	D	10/05/2023		10,554.60CR	001645	73,795.27
000004	MN DEPT OF REVENUE							
	I-T2 202310049884	MN STATE WITHHOLDING	D	10/05/2023		15,817.03CR	001646	15,817.03
002238	MN STATE RETIREMENT SYSTEM							
	I-260202310049884	MSRS-EMPLOYEE CONTRIBUTION	D	10/05/2023		555.00CR	001647	
	I-262202310049884	MSRS-EMPLOYEE CONTRIBUTION	D	10/05/2023		941.59CR	001647	
	I-263202310049884	MSRS-EMPLOYEE CONTRIBUTION	D	10/05/2023		700.00CR	001647	
	I-264202310049884	MSRS-EMPLOYEE CONTRIBUTION	D	10/05/2023		510.00CR	001647	
	I-350202310049884	DEFERRED COMP WITHHOLDING	D	10/05/2023		3,584.00CR	001647	
	I-351202310049884	DEFERRED COMP WITHHOLDING	D	10/05/2023		319.29CR	001647	
	I-352202310049884	ROTH 457 CONTRIBUTIONS	D	10/05/2023		2,635.00CR	001647	
	I-353202310049884	ROTH 457 CONTRIBUTIONS	D	10/05/2023		643.48CR	001647	
	I-354202310049884	DEF COMP W/H INS. WAIVER	D	10/05/2023		4,420.00CR	001647	14,308.36
140290	NATIONWIDE RETIREMENT SOL							
	I-310202310049884	DEFERRED COMP WITHHOLDING	D	10/05/2023		4,056.39CR	001648	
	I-311202310049884	DEFERRED COMP WITHHOLDING	D	10/05/2023		818.30CR	001648	
	I-312202310049884	DEF COMP W/H INS. WAIVER	D	10/05/2023		1,814.68CR	001648	
	I-340202310049884	ROTH 457 CONTRIBUTIONS	D	10/05/2023		1,438.92CR	001648	
	I-341202310049884	ROTH 457 CONTRIBUTIONS	D	10/05/2023		95.48CR	001648	8,223.77
162110	PUBLIC EMPLOYEE							
	I-300202310049884	PERA W/H - COORDINATED	D	10/05/2023		33,509.54CR	001649	
	I-301202310049884	PERA W/H - POLICE DEPT	D	10/05/2023		37,266.76CR	001649	
	I-302202310049884	PERA W/H - ELECTED	D	10/05/2023		273.00CR	001649	71,049.30
005807	WEX HEALTH INC							
	I-230202310049884	HSA - EMPLOYEE CONTRIBUTION	D	10/05/2023		3,287.90CR	001650	
	I-231202310049884	EMPLOYER HSA CONTRIBUTIONS	D	10/05/2023		317.50CR	001650	3,605.40

PACKET: 06805 10/05/23 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
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* * 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	187,668.06	187,668.06
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	187,668.06	187,668.06

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 06805 10/05/23 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
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

101	10/2023	154,779.60CR
201	10/2023	1,542.80CR
601	10/2023	9,379.55CR
602	10/2023	9,379.58CR
603	10/2023	8,517.09CR
650	10/2023	4,069.44CR
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ALL		187,668.06CR

10/6/23

Jeah Malecho

PACKET: 06804 10/05/23 PYRL EFT Payments

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-005836 ICMA RETIREMENT CORP									
I 330202310049884		ICMA CONTRIBUTIONS-PLAN#303	PYBNK	10/05/2023	E	10/05/2023	1,640.76	1,640.76CR	
		G/L ACCOUNT		CK: 000103			1,640.76		
	101 21724	DEFERRED COMP				1,041.31	ICMA CONTRIBUTIONS-PLAN#303970		
	601 21724	DEFERRED COMP				158.15	ICMA CONTRIBUTIONS-PLAN#303970		
	602 21724	DEFERRED COMP				158.15	ICMA CONTRIBUTIONS-PLAN#303970		
	603 21724	DEFERRED COMP				283.15	ICMA CONTRIBUTIONS-PLAN#303970		
I 331202310049884		ICMA CONTRIBUTIONS-PLAN#303	PYBNK	10/05/2023	E	10/05/2023	95.48	95.48CR	
		G/L ACCOUNT		CK: 000103			95.48		
	101 21724	DEFERRED COMP				74.17	ICMA CONTRIBUTIONS-PLAN#303970		
	650 21724	DEFERRED COMP				21.31	ICMA CONTRIBUTIONS-PLAN#303970		
I 333202310049884		ICMA INS. WAIVER-PLAN#30397	PYBNK	10/05/2023	E	10/05/2023	1,296.20	1,296.20CR	
		G/L ACCOUNT		CK: 000103			1,296.20		
	101 21724	DEFERRED COMP				1,011.03	ICMA INS. WAIVER-PLAN#303970		
	601 21724	DEFERRED COMP				103.70	ICMA INS. WAIVER-PLAN#303970		
	602 21724	DEFERRED COMP				103.70	ICMA INS. WAIVER-PLAN#303970		
	603 21724	DEFERRED COMP				77.77	ICMA INS. WAIVER-PLAN#303970		
I 334202310049884		ROTH 457 CONTRIBUTIONS	PYBNK	10/05/2023	E	10/05/2023	150.00	150.00CR	
		G/L ACCOUNT		CK: 000103			150.00		
	101 21720	ROTH 457 CONTRIBUTIONS				150.00	ROTH 457 CONTRIBUTIONS		
			EFT			1	3,182.44	3,182.44CR	0.00
							3,182.44	0.00	

PACKET: 06804 10/05/23 PYRL EFT Payments

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	2,276.51CR
601	WATER UTILITY FUND	261.85CR
602	SEWER UTILITY FUND	261.85CR
603	STORM WATER UTILITY FUND	360.92CR
650	ARENA FUND	21.31CR
** TOTALS **		3,182.44CR

----- 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		0.00	0.00	0.00
		0.00	0.00	
EFT	1	3,182.44	3,182.44CR	0.00
		3,182.44	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS	1	3,182.44	3,182.44CR	0.00
		3,182.44	0.00	

TOTAL CHECKS TO PRINT: 0

ERRORS: 0

WARNINGS: 0

10/6/23



PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-004186 ADVANCE AUTO PARTS										
I 1596-ID-375739		SUPPLIES AND PARTS	APBNK	10/12/2023	R	9/08/2023		385.73	385.73CR	
		G/L ACCOUNT		CK: 153534				385.73		
	101 43100-01-215.00	SHOP MATERIALS				273.49		SUPPLIES AND PARTS		
	101 43100-01-221.00	EQUIPMENT PARTS				112.24		SUPPLIES AND PARTS		
I 1596-ID-375740		PARTS	APBNK	10/12/2023	R	9/08/2023		100.27	100.27CR	
		G/L ACCOUNT		CK: 153534				100.27		
	101 43100-01-221.00	EQUIPMENT PARTS				100.27		PARTS		
I 1596-ID-376169		BRAKE CYLINDER,PADS & ROTOR	APBNK	10/12/2023	R	9/15/2023		638.40	638.40CR	
		G/L ACCOUNT		CK: 153534				638.40		
	101 43100-01-221.00	EQUIPMENT PARTS				638.40		BRAKE CYLINDER,PADS & ROTORS		
I 1596-ID-376170		PARTS,SUPPLIES & ADDITIVES	APBNK	10/12/2023	R	9/15/2023		758.25	758.25CR	
		G/L ACCOUNT		CK: 153534				758.25		
	101 43100-01-215.00	SHOP MATERIALS				128.40		PARTS,SUPPLIES & ADDITIVES		
	101 43100-01-213.00	LUBRICANTS & ADDITIVES				131.01		PARTS,SUPPLIES & ADDITIVES		
	101 43100-01-221.00	EQUIPMENT PARTS				498.84		PARTS,SUPPLIES & ADDITIVES		
I 1596-ID-376542		PARTS,LUBE & ADDITIVES	APBNK	10/12/2023	R	9/22/2023		100.56	100.56CR	
		G/L ACCOUNT		CK: 153534				100.56		
	101 43100-01-213.00	LUBRICANTS & ADDITIVES				38.72		PARTS,LUBE & ADDITIVES		
	101 43100-01-215.00	SHOP MATERIALS				51.36		PARTS,LUBE & ADDITIVES		
	101 43100-01-221.00	EQUIPMENT PARTS				10.48		PARTS,LUBE & ADDITIVES		
I 1596-ID-376543		PARTS	APBNK	10/12/2023	R	9/22/2023		202.77	202.77CR	
		G/L ACCOUNT		CK: 153534				202.77		
	101 43100-01-221.00	EQUIPMENT PARTS				202.77		PARTS		
I 1596-ID-376889		PARTS	APBNK	10/12/2023	R	9/29/2023		171.57	171.57CR	
		G/L ACCOUNT		CK: 153534				171.57		
	101 43100-01-221.00	EQUIPMENT PARTS				171.57		PARTS		
I 1596-ID-376890		PARTS	APBNK	10/12/2023	R	9/29/2023		19.78	19.78CR	
		G/L ACCOUNT		CK: 153534				19.78		
	101 43100-01-221.00	EQUIPMENT PARTS				19.78		PARTS		
I 1596-ID-376891		ADDITIVES & SHOP SUPPLIES	APBNK	10/12/2023	R	9/29/2023		96.35	96.35CR	
		G/L ACCOUNT		CK: 153534				96.35		
	101 43100-01-213.00	LUBRICANTS & ADDITIVES				19.31		ADDITIVES & SHOP SUPPLIES		
	101 43100-01-215.00	SHOP MATERIALS				77.04		ADDITIVES & SHOP SUPPLIES		
I 1596-ID-376892		OIL & PARTS	APBNK	10/12/2023	R	9/29/2023		473.75	473.75CR	
		G/L ACCOUNT		CK: 153534				473.75		
	101 43100-01-213.00	LUBRICANTS & ADDITIVES				71.64		OIL & PARTS		

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
	101	43100-01-221.00	EQUIPMENT PARTS			402.11		OIL & PARTS		
			REG. CHECK			1		2,947.43	2,947.43CR	0.00
								2,947.43	0.00	
01-005942 ALEX AIR APPARATUS 2 LLC										
I 7326		QUARTERLY AIR TEST	APBNK 10/12/2023	R		9/12/2023		305.00	305.00CR	
		G/L ACCOUNT	CK: 153536					305.00		
	101	42210-01-313.00	TEMPORARY SERVICE FEES			305.00		QUARTERLY AIR TEST		
I 7330		QUARTERLY AIR TEST	APBNK 10/12/2023	R		9/12/2023		305.00	305.00CR	
		G/L ACCOUNT	CK: 153536					305.00		
	101	42210-01-313.00	TEMPORARY SERVICE FEES			305.00		QUARTERLY AIR TEST		
			REG. CHECK			1		610.00	610.00CR	0.00
								610.00	0.00	
01-006051 ALL STATE CRANE CORPORATION										
I 9009		DUMP CLEANUP	APBNK 10/12/2023	R		9/15/2023		3,000.00	3,000.00CR	
		G/L ACCOUNT	CK: 153537					3,000.00		
	101	43121-01-409.00	TREE TRIMMING			1,500.00		DUMP CLEANUP		
	101	45202-01-409.00	OTHER CONTRACTED REPAIR & MAIN			1,500.00		DUMP CLEANUP		
			REG. CHECK			1		3,000.00	3,000.00CR	0.00
								3,000.00	0.00	
01-005879 ALLIANT ENGINEERING INC										
I 75255		AKRON AVE SOUTH EXTENSION	APBNK 10/12/2023	R		9/21/2023		13,598.60	13,598.60CR	
		G/L ACCOUNT	CK: 153538					13,598.60		
	483	48000-01-303.00	ENGINEERING FEES			13,598.60		AKRON AVE SOUTH EXTENSION		
			REG. CHECK			1		13,598.60	13,598.60CR	0.00
								13,598.60	0.00	
01-006052 AMERICAN TEST CENTER										
I 2231745		AERIAL & GROUND LADDER TEST	APBNK 10/12/2023	R		9/13/2023		1,168.00	1,168.00CR	
		G/L ACCOUNT	CK: 153539					1,168.00		
	101	42210-01-310.00	TESTING SERVICES			1,168.00		AERIAL & GROUND LADDER TESTS		
			REG. CHECK			1		1,168.00	1,168.00CR	0.00
								1,168.00	0.00	

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-003976 ASSURED SECURITY										
I 229743		ARENA REPAIRS	APBNK 10/12/2023 R			9/25/2023		1,147.50	1,147.50CR	
		G/L ACCOUNT		CK: 153540				1,147.50		
	650 45130-01-404.00	CONTRACTED MACH & EQUIP R & M					1,147.50	ARENA REPAIRS		
				REG. CHECK			1	1,147.50	1,147.50CR	0.00
								1,147.50	0.00	

01-004368 AXON ENTERPRISE INC										
I INUS191952		BWC CONTRACT	APBNK 10/12/2023 R			10/02/2023		21,845.93	21,845.93CR	
		G/L ACCOUNT		CK: 153541				21,845.93		
	207 49007-01-575.00	OTHER EQUIPMENT PURCHASES					21,845.93	BWC CONTRACT		
				REG. CHECK			1	21,845.93	21,845.93CR	0.00
								21,845.93	0.00	

01-006053 B&D ASSOCIATES LLC										
I 2023-0369		RSMT LIFETIME ATHLETIC PROJ	APBNK 10/12/2023 R			9/30/2023		688,750.00	688,750.00CR	
		G/L ACCOUNT		CK: 153542				688,750.00		
	476 48000-01-521.00	BUILDING & STRUCTURE PURCHASES					688,750.00	RSMT LIFETIME ATHLETIC PROJ		
				REG. CHECK			1	688,750.00	688,750.00CR	0.00
								688,750.00	0.00	

01-003889 BERRY COFFEE COMPANY										
I 974958		COFFEE SUPPLIES FOR SC	APBNK 10/12/2023 R			10/05/2023		134.73	134.73CR	
		G/L ACCOUNT		CK: 153543				134.73		
	101 45100-30-219.00	OTHER OPERATING SUPPLIES					134.73	COFFEE SUPPLIES FOR SC		
				REG. CHECK			1	134.73	134.73CR	0.00
								134.73	0.00	

01-004321 BHE COMMUNITY SOLAR LLC										
I 11904641		AUGUST SOLAR SUBSCRIPTIONS	APBNK 10/12/2023 R			9/28/2023		3,199.08	3,199.08CR	
		G/L ACCOUNT		CK: 153544				3,199.08		
	601 49409-01-381.00	ELECTRIC UTILITIES					2,681.86	AUGUST SOLAR SUBSCRIPTIONS		
	601 49425-01-381.00	ELECTRIC UTILITIES					517.22	AUGUST SOLAR SUBSCRIPTIONS		
				REG. CHECK			1	3,199.08	3,199.08CR	0.00
								3,199.08	0.00	

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-004012 BOLTON & MENK INC										
I	0321178	BONAIRE PATH QUIET ZONE	APBNK	10/12/2023	R	9/27/2023		161.00	161.00CR	
		G/L ACCOUNT		CK: 153545				161.00		
	446	48000-01-303.00	ENGINEERING FEES				161.00	BONAIRE PATH QUIET ZONE		
I	0321179	CARAMORE CROSSING	APBNK	10/12/2023	R	9/27/2023		357.00	357.00CR	
		G/L ACCOUNT		CK: 153545				357.00		
	454	48000-01-303.00	ENGINEERING FEES				357.00	CARAMORE CROSSING		
			REG. CHECK				1	518.00	518.00CR	0.00
								518.00	0.00	

01-021815 BRAUN INTERTEC CORP										
I	B360797	PW-PD CAMPUS PROJECT	APBNK	10/12/2023	R	10/05/2023		1,550.00	1,550.00CR	
		G/L ACCOUNT		CK: 153546				1,550.00		
	421	48000-01-303.00	ENGINEERING FEES				1,550.00	PW-PD CAMPUS PROJECT		
			REG. CHECK				1	1,550.00	1,550.00CR	0.00
								1,550.00	0.00	

01-004103 BUSINESS ESSENTIALS										
I	WO-1263968-1	COPIER PAPER	APBNK	10/12/2023	R	10/04/2023		88.50	88.50CR	
		G/L ACCOUNT		CK: 153547				88.50		
	101	41810-01-203.00	PRINTED FORMS & PAPER				88.50	COPIER PAPER		
			REG. CHECK				1	88.50	88.50CR	0.00
								88.50	0.00	

01-000717 CEMSTONE PRODUCTS CO										
I	7262461	CONCRETE FOR CURB	APBNK	10/12/2023	R	9/08/2023		569.25	569.25CR	
		G/L ACCOUNT		CK: 153548				569.25		
	101	43121-01-410.00	CONCRETE SIDEWALK/CURB REPAIRS				569.25	CONCRETE FOR CURB		
			REG. CHECK				1	569.25	569.25CR	0.00
								569.25	0.00	

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-006054 CENTRAL ROOFING COMPANY									
I	2023-0370	RSMT LIFETIME ATHLETIC PROJ	APBNK	10/12/2023	R	9/30/2023	20,000.00	20,000.00CR	
		G/L ACCOUNT		CK: 153549			20,000.00		
	476	48000-01-521.00	BUILDING & STRUCTURE PURCHASES			20,000.00	RSMT LIFETIME ATHLETIC PROJ		
			REG. CHECK			1	20,000.00	20,000.00CR	0.00
							20,000.00	0.00	

01-030498 CENTRAL TURF & IRRIGATION S									
I	50260403-00	IRRIGATION PARTS	APBNK	10/12/2023	R	10/04/2023	71.20	71.20CR	
		G/L ACCOUNT		CK: 153550			71.20		
	101	45202-01-221.00	EQUIPMENT PARTS			71.20	IRRIGATION PARTS		
			REG. CHECK			1	71.20	71.20CR	0.00
							71.20	0.00	

01-000424 CERTIFIED RECYCLING LLC									
I	77424	DITCH TRASH DISPOSAL	APBNK	10/12/2023	R	9/22/2023	220.00	220.00CR	
		G/L ACCOUNT		CK: 153551			220.00		
	101	43121-01-384.00	REFUSE DISPOSAL			220.00	DITCH TRASH DISPOSAL		
			REG. CHECK			1	220.00	220.00CR	0.00
							220.00	0.00	

01-001576 CG MARKETING GROUP									
I	102784	BUILDING PERMIT - WINDOW CA	APBNK	10/12/2023	R	9/28/2023	112.35	112.35CR	
		G/L ACCOUNT		CK: 153552			112.35		
	101	41810-01-203.00	PRINTED FORMS & PAPER			112.35	BUILDING PERMIT - WINDOW CARDS		
			REG. CHECK			1	112.35	112.35CR	0.00
							112.35	0.00	

01-005542 CHARTER COMMUNICATIONS									
I	175314201092123	FIRE STATION 1 CABLE	APBNK	10/12/2023	R	9/21/2023	10.52	10.52CR	
		G/L ACCOUNT		CK: 153553			10.52		
	101	42210-01-439.00	OTHER MISCELLANEOUS CHARGES			10.52	FIRE STATION 1 CABLE		
I	175314901092123	ARENA - TV BUNDLE	APBNK	10/12/2023	R	9/21/2023	34.74	34.74CR	
		G/L ACCOUNT		CK: 153553			34.74		
	650	45130-01-404.00	CONTRACTED MACH & EQUIP R & M			34.74	ARENA - TV BUNDLE		

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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			REG. CHECK			1		45.26	45.26CR	0.00
								45.26	0.00	

01-005760 CINTAS CORP

I 5175026254	FIRST AID SUPPLIES	APBNK 10/12/2023 R	9/12/2023	729.24	729.24CR	
	G/L ACCOUNT	CK: 153554		729.24		
101 41940-01-208.00	MISCELLANEOUS SUPPLIES		729.24	FIRST AID SUPPLIES		
		REG. CHECK	1	729.24	729.24CR	0.00
				729.24	0.00	

01-030784 CINTAS CORPORATION

I 4168559590	MATS @ FS #2	APBNK 10/12/2023 R	9/21/2023	20.00	20.00CR	
	G/L ACCOUNT	CK: 153555		20.00		
101 41940-01-319.00	OTHER PROFESSIONAL SERVICES		20.00	MATS @ FS #2		
I 4168559650	MATS & TOWELS @ MAINT BLDG	APBNK 10/12/2023 R	9/21/2023	42.75	42.75CR	
	G/L ACCOUNT	CK: 153555		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 4168559679	MATS @ CARPENTER SHOP	APBNK 10/12/2023 R	9/21/2023	22.75	22.75CR	
	G/L ACCOUNT	CK: 153555		22.75		
101 41940-01-319.00	OTHER PROFESSIONAL SERVICES		22.75	MATS @ CARPENTER SHOP		
I 4168559743	MATS @ PW OFFICE BLDG	APBNK 10/12/2023 R	9/21/2023	68.25	68.25CR	
	G/L ACCOUNT	CK: 153555		68.25		
101 41940-01-319.00	OTHER PROFESSIONAL SERVICES		68.25	MATS @ PW OFFICE BLDG		
I 4168559829	MATS @ POLICE	APBNK 10/12/2023 R	9/21/2023	48.75	48.75CR	
	G/L ACCOUNT	CK: 153555		48.75		
101 41940-01-319.00	OTHER PROFESSIONAL SERVICES		48.75	MATS @ POLICE		
I 4168559862	MATS @ CITY HALL	APBNK 10/12/2023 R	9/21/2023	86.25	86.25CR	
	G/L ACCOUNT	CK: 153555		86.25		
101 41940-01-319.00	OTHER PROFESSIONAL SERVICES		86.25	MATS @ CITY HALL		
I 4168559881	MATS @ FS #1	APBNK 10/12/2023 R	9/21/2023	20.00	20.00CR	
	G/L ACCOUNT	CK: 153555		20.00		
101 41940-01-319.00	OTHER PROFESSIONAL SERVICES		20.00	MATS @ FS #1		
I 4169976676	MATS @ FS #2	APBNK 10/12/2023 R	10/05/2023	20.00	20.00CR	
	G/L ACCOUNT	CK: 153555		20.00		
101 41940-01-319.00	OTHER PROFESSIONAL SERVICES		20.00	MATS @ FS #2		

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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
I 4169976687		MATS & TOWELS @ MAINT BLDG	APBNK	10/12/2023	R	10/05/2023		42.75	42.75CR	
		G/L ACCOUNT		CK: 153555				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 4169976743		MATS @ CARPENTER SHOP	APBNK	10/12/2023	R	10/05/2023		22.75	22.75CR	
		G/L ACCOUNT		CK: 153555				22.75		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					22.75	MATS @ CARPENTER SHOP		
I 4169976753		MATS @ PW OFFICE BLDG	APBNK	10/12/2023	R	10/05/2023		68.25	68.25CR	
		G/L ACCOUNT		CK: 153555				68.25		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					68.25	MATS @ PW OFFICE BLDG		
I 4169976833		MATS @ CITY HALL	APBNK	10/12/2023	R	10/05/2023		62.25	62.25CR	
		G/L ACCOUNT		CK: 153555				62.25		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					62.25	MATS @ CITY HALL		
I 4169976847		MATS @ POLICE	APBNK	10/12/2023	R	10/05/2023		48.75	48.75CR	
		G/L ACCOUNT		CK: 153555				48.75		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					48.75	MATS @ POLICE		
I 4169976859		MATS @ FS #1	APBNK	10/12/2023	R	10/05/2023		20.00	20.00CR	
		G/L ACCOUNT		CK: 153555				20.00		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					20.00	MATS @ FS #1		
		REG. CHECK					1	593.50	593.50CR	0.00
								593.50	0.00	
01-030908 CITY OF APPLE VALLEY										
I 7703		CABLE JPA OPERATIONS 4TH QT	APBNK	10/12/2023	R	10/01/2023		23,193.75	23,193.75CR	
		G/L ACCOUNT		CK: 153557				23,193.75		
	101 41320-41-329.00	OTHER COMMUNICATION COSTS					23,193.75	CABLE JPA OPERATIONS 4TH QTR		
		REG. CHECK					1	23,193.75	23,193.75CR	0.00
								23,193.75	0.00	
01-004694 CITY OF INVER GROVE HTS										
I 23-02A		FIREFIGHTER II TRAINING	APBNK	10/12/2023	R	9/07/2023		1,140.00	1,140.00CR	
		G/L ACCOUNT		CK: 153558				1,140.00		
	101 42210-01-308.00	INSTRUCTORS' FEES					1,140.00	FIREFIGHTER II TRAINING		
		REG. CHECK					1	1,140.00	1,140.00CR	0.00
								1,140.00	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

01-030956 CITY OF ROSEMOUNT										
I	2023-0392	SEPTEMBER 2023 STATE SURCHA	APBNK	10/12/2023	R	10/09/2023		181.09	181.09CR	
		G/L ACCOUNT		CK: 153559				181.09		
	101 20810	BUILDING PERMIT SURCHARGE				170.59		SEPTEMBER 2023 STATE SURCHARGE		
	101 20811	BUILDING PMT SURCHARGE-SET FEE				5.04		SEPTEMBER 2023 STATE SURCHARGE		
	101 20820	ELECTRICAL PERMIT SURCHARGE				1.96		SEPTEMBER 2023 STATE SURCHARGE		
	101 20860	HEATING/AIR COND PERMIT SURCHG				1.18		SEPTEMBER 2023 STATE SURCHARGE		
	101 20830	PLUMBING PERMIT SURCHARGE				1.26		SEPTEMBER 2023 STATE SURCHARGE		
	101 20850	SEWER PERMIT SURCHARGE				1.06		SEPTEMBER 2023 STATE SURCHARGE		
				REG. CHECK		1		181.09	181.09CR	0.00
								181.09	0.00	

01-030957 CITY OF ROSEMOUNT										
I	2023-0371	SEPT 2023 CITY SHARE SAC FE	APBNK	10/12/2023	R	10/03/2023		4,796.05	4,796.05CR	
		G/L ACCOUNT		CK: 153560				4,796.05		
	101 20815	METRO SAC FOR MWCC				4,796.05		SEPT 2023 CITY SHARE SAC FEES		
				REG. CHECK		1		4,796.05	4,796.05CR	0.00
								4,796.05	0.00	

01-030974 CITY OF ST PAUL										
I	IN55552	PDI TRAINING COURSE	APBNK	10/12/2023	R	9/21/2023		750.00	750.00CR	
		G/L ACCOUNT		CK: 153561				750.00		
	101 42110-01-437.00	CONFERENCES & SEMINARS				750.00		PDI TRAINING COURSE		
				REG. CHECK		1		750.00	750.00CR	0.00
								750.00	0.00	

01-004599 CLEAN CHOICE ENERGY										
I	INV200772876	AUGUST SOLAR SUBSCRIPTIONS	APBNK	10/12/2023	R	10/02/2023		2,355.08	2,355.08CR	
		G/L ACCOUNT		CK: 153562				2,355.08		
	601 49407-01-381.00	ELECTRIC UTILITIES				969.83		AUGUST SOLAR SUBSCRIPTIONS		
	101 41940-01-381.00	ELECTRIC UTILITIES				246.07		AUGUST SOLAR SUBSCRIPTIONS		
	601 49410-01-381.00	ELECTRIC UTILITIES				1,139.18		AUGUST SOLAR SUBSCRIPTIONS		
				REG. CHECK		1		2,355.08	2,355.08CR	0.00
								2,355.08	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-004639 CLEARWAY COMMUNITY SOLAR LL									
I ROSEMNT-12309		JULY SOLAR SUBSCRIPTIONS	APBNK 10/12/2023	R		9/18/2023	18,824.44	18,824.44CR	
		G/L ACCOUNT		CK: 153563			18,824.44		
	101 11510	NATIONAL GUARD A/R				11,561.65	JULY SOLAR SUBSCRIPTIONS		
	101 41940-01-381.00	ELECTRIC UTILITIES				310.69	JULY SOLAR SUBSCRIPTIONS		
	101 43121-01-381.00	ELECTRIC UTILITIES				50.63	JULY SOLAR SUBSCRIPTIONS		
	101 45100-01-381.00	ELECTRIC UTILITIES				4,955.00	JULY SOLAR SUBSCRIPTIONS		
	101 45202-01-381.00	ELECTRIC UTILITIES				208.34	JULY SOLAR SUBSCRIPTIONS		
	201 46300-01-381.00	ELECTRIC UTILITIES				6.94	JULY SOLAR SUBSCRIPTIONS		
	601 49406-01-381.00	ELECTRIC UTILITIES				267.37	JULY SOLAR SUBSCRIPTIONS		
	601 49417-01-381.00	ELECTRIC UTILITIES				519.47	JULY SOLAR SUBSCRIPTIONS		
	601 49418-01-381.00	ELECTRIC UTILITIES				463.62	JULY SOLAR SUBSCRIPTIONS		
	602 49452-01-381.00	ELECTRIC UTILITIES				72.53	JULY SOLAR SUBSCRIPTIONS		
	602 49458-01-381.00	ELECTRIC UTILITIES				43.30	JULY SOLAR SUBSCRIPTIONS		
	602 49460-01-381.00	ELECTRIC UTILITIES				26.19	JULY SOLAR SUBSCRIPTIONS		
	603 49511-01-381.00	ELECTRIC UTILITIES				15.19	JULY SOLAR SUBSCRIPTIONS		
	608 49508-01-381.00	ELECTRIC UTILITIES				323.52	JULY SOLAR SUBSCRIPTIONS		
				REG. CHECK		1	18,824.44	18,824.44CR	0.00
							18,824.44	0.00	

01-004277 CORE & MAIN LP									
I T586816		AMI SYSTEM SETUP	APBNK 10/12/2023	R		10/03/2023	7,957.00	7,957.00CR	
		G/L ACCOUNT		CK: 153565			7,957.00		
	601 49400-01-220.00	METER PURCHASES				7,957.00	AMI SYSTEM SETUP		
I T708952		8 MXUS SINGLE PORT	APBNK 10/12/2023	R		10/05/2023	1,431.68	1,431.68CR	
		G/L ACCOUNT		CK: 153565			1,431.68		
	601 49400-01-220.00	METER PURCHASES				1,431.68	8 MXUS SINGLE PORT		
				REG. CHECK		1	9,388.68	9,388.68CR	0.00
							9,388.68	0.00	

01-031577 CORPORATE MECHANICAL INC									
I W69348		SUMMER PREVENTATIVE MAINT-R	APBNK 10/12/2023	R		9/20/2023	565.00	565.00CR	
		G/L ACCOUNT		CK: 153566			565.00		
	101 45100-01-404.00	CONTRACTED MACH & EQUIP R & M				565.00	SUMMER PREVENTATIVE MAINT-RCC		
I W69473		BH DUCT CONDENSATION	APBNK 10/12/2023	R		9/25/2023	1,350.00	1,350.00CR	
		G/L ACCOUNT		CK: 153566			1,350.00		
	101 45100-01-404.00	CONTRACTED MACH & EQUIP R & M				1,350.00	BH DUCT CONDENSATION		
				REG. CHECK		1	1,915.00	1,915.00CR	0.00
							1,915.00	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

01-031880 CROWN RENTAL										
I	397254-2	LIFT RENTAL	APBNK	10/12/2023	R	10/04/2023		190.00	190.00CR	
		G/L ACCOUNT		CK: 153567				190.00		
	101	41940-01-416.00	MACHINERY RENTAL				190.00	LIFT RENTAL		
				REG. CHECK		1		190.00	190.00CR	0.00
								190.00	0.00	

01-005859 DAKOTA 911										
I	RO2023-11	NOV MONTHLY 911 FEE	APBNK	10/12/2023	R	10/02/2023		34,690.00	34,690.00CR	
		G/L ACCOUNT		CK: 153568				34,690.00		
	101	42110-01-319.00	OTHER PROFESSIONAL SERVICES				34,690.00	NOV MONTHLY 911 FEE		
				REG. CHECK		1		34,690.00	34,690.00CR	0.00
								34,690.00	0.00	

01-040040 DAKOTA AWARDS & ENGRAVING										
I	26786	NAME PLATE - MALECHA	APBNK	10/12/2023	R	9/23/2023		12.00	12.00CR	
		G/L ACCOUNT		CK: 153569				12.00		
	101	41810-01-209.00	OTHER OFFICE SUPPLIES				12.00	NAME PLATE - MALECHA		
				REG. CHECK		1		12.00	12.00CR	0.00
								12.00	0.00	

01-001935 DAKOTA COUNTY FINANCE										
I	5501184	800 MHZ RADIO SUBSCRIBER FE	APBNK	10/12/2023	R	9/18/2023		3,219.54	3,219.54CR	
		G/L ACCOUNT		CK: 153570				3,219.54		
	101	42110-01-323.00	RADIO UNITS				1,213.16	800 MHZ RADIO SUBSCRIBER FEES		
	101	42210-01-329.00	OTHER COMMUNICATION COSTS				1,259.82	800 MHZ RADIO SUBSCRIBER FEES		
	101	43121-01-323.00	RADIO UNITS				149.31	800 MHZ RADIO SUBSCRIBER FEES		
	101	45202-01-323.00	RADIO UNITS				149.31	800 MHZ RADIO SUBSCRIBER FEES		
	601	49400-01-323.00	RADIO UNITS				149.31	800 MHZ RADIO SUBSCRIBER FEES		
	602	49450-01-323.00	RADIO UNITS				149.31	800 MHZ RADIO SUBSCRIBER FEES		
	603	49500-01-323.00	RADIO UNITS				149.32	800 MHZ RADIO SUBSCRIBER FEES		
				REG. CHECK		1		3,219.54	3,219.54CR	0.00
								3,219.54	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

01-040435 DAKOTA ELECTRIC ASSOCIATION										
I	200002005379	9/23 JAYCEE PARK CONTROL BLDG	APBNK	10/12/2023	R	9/27/2023		62.02	62.02CR	
		G/L ACCOUNT		CK: 153571				62.02		
	101	45202-01-381.00	ELECTRIC UTILITIES				62.02	JAYCEE PARK CONTROL BLDG		
I	200003157294	9/23 WENSMANN POND MONITORING ST	APBNK	10/12/2023	R	9/27/2023		17.70	17.70CR	
		G/L ACCOUNT		CK: 153571				17.70		
	603	49513-01-381.00	ELECTRIC UTILITIES				17.70	WENSMANN POND MONITORING ST'N		
I	200003776226	9/23 SIREN #13	APBNK	10/12/2023	R	9/27/2023		24.15	24.15CR	
		G/L ACCOUNT		CK: 153571				24.15		
	101	43121-01-381.00	ELECTRIC UTILITIES				24.15	SIREN #13		
I	200005601588	9/23 STORM DRAIN LIFT STATION #7	APBNK	10/12/2023	R	9/27/2023		30.49	30.49CR	
		G/L ACCOUNT		CK: 153571				30.49		
	603	49517-01-381.00	ELECTRIC UTILITIES				30.49	STORM DRAIN LIFT STATION #7		
I	200010007317	9/23 WELL #16	APBNK	10/12/2023	R	9/27/2023		3,900.54	3,900.54CR	
		G/L ACCOUNT		CK: 153571				3,900.54		
	601	49426-01-381.00	ELECTRIC UTILITIES				3,900.54	WELL #16		
I	200010050261	9/23 WELCOME SIGN - NORTH	APBNK	10/12/2023	R	9/27/2023		17.41	17.41CR	
		G/L ACCOUNT		CK: 153571				17.41		
	608	49508-01-381.00	ELECTRIC UTILITIES				17.41	WELCOME SIGN - NORTH		
			REG. CHECK				1	4,052.31	4,052.31CR	0.00
								4,052.31	0.00	

01-005839 DNS MADE EASY										
I	704930	CI.ROSEMOUNT.MN.US DNS	APBNK	10/12/2023	R	10/05/2023		100.95	100.95CR	
		G/L ACCOUNT		CK: 153572				100.95		
	101	41810-01-392.00	P.C. ACCESSORIES & SUPPLIES				100.95	CI.ROSEMOUNT.MN.US DNS		
			REG. CHECK				1	100.95	100.95CR	0.00
								100.95	0.00	

01-000316 DRAIN PRO-PLUMBING INC										
I	72652	URINAL CLOG	APBNK	10/12/2023	R	10/03/2023		175.00	175.00CR	
		G/L ACCOUNT		CK: 153573				175.00		
	101	45100-01-404.00	CONTRACTED MACH & EQUIP R & M				175.00	URINAL CLOG		
			REG. CHECK				1	175.00	175.00CR	0.00
								175.00	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

01-050213 EARL F ANDERSEN INC									
I	0134008-IN	SIGNS AND FLASHERS	APBNK	10/12/2023	R	9/20/2023	462.10	462.10CR	
		G/L ACCOUNT		CK: 153574			462.10		
	101	43121-01-226.00		SIGN REPAIR MATERIALS		462.10	SIGNS AND FLASHERS		
I	0134102-IN	ROAD WORK AHEAD SIGNS	APBNK	10/12/2023	R	9/27/2023	356.95	356.95CR	
		G/L ACCOUNT		CK: 153574			356.95		
	101	43121-01-226.00		SIGN REPAIR MATERIALS		356.95	ROAD WORK AHEAD SIGNS		
				REG. CHECK		1	819.05	819.05CR	0.00
							819.05	0.00	

01-050340 ECOLAB PEST									
I	2452215	BOX ELDER BUG TREATMENT	APBNK	10/12/2023	R	10/04/2023	350.00	350.00CR	
		G/L ACCOUNT		CK: 153575			350.00		
	101	41940-01-319.00		OTHER PROFESSIONAL SERVICES		350.00	BOX ELDER BUG TREATMENT		
I	3441379	PEST CONTROL-MN DOT	APBNK	10/12/2023	R	9/29/2023	46.16	46.16CR	
		G/L ACCOUNT		CK: 153575			46.16		
	101	41940-01-319.00		OTHER PROFESSIONAL SERVICES		46.16	PEST CONTROL-MN DOT		
I	3441380	PEST CONTROL-CH,SHOP,PW	APBNK	10/12/2023	R	9/29/2023	132.73	132.73CR	
		G/L ACCOUNT		CK: 153575			132.73		
	101	41940-01-319.00		OTHER PROFESSIONAL SERVICES		132.73	PEST CONTROL-CH,SHOP,PW		
				REG. CHECK		1	528.89	528.89CR	0.00
							528.89	0.00	

01-050812 EHLERS									
I	1221	2022 TIF REPORTING	APBNK	10/12/2023	R	9/18/2023	132.50	132.50CR	
		G/L ACCOUNT		CK: 153576			132.50		
	242	49042-01-319.00		OTHER PROFESSIONAL SERVICES		132.50	2022 TIF REPORTING		
				REG. CHECK		1	132.50	132.50CR	0.00
							132.50	0.00	

01-001139 ELECTRIC PUMP									
I	0076636-IN	SPARE FLYGT GRINDER PUMP	APBNK	10/12/2023	R	9/19/2023	4,588.88	4,588.88CR	
		G/L ACCOUNT		CK: 153577			4,588.88		
	602	49450-01-580.00		OTHER EQUIPMENT PURCHASES		4,588.88	SPARE FLYGT GRINDER PUMP		

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
				REG. CHECK		1	4,588.88 4,588.88	4,588.88CR 0.00	0.00
01-051340 EMERGENCY AUTOMOTIVE TECH									
I OAK23143		UNIT 1 IN-HOUSE BUILD	APBNK 10/12/2023	R		9/22/2023	2,498.82	2,498.82CR	
		G/L ACCOUNT		CK: 153578			2,498.82		
	207 49007-01-576.00	OTHER EQUIPMENT PURCHASES				2,498.82	UNIT 1 IN-HOUSE BUILD		
I OAK23144		UNIT 2 IN-HOUSE BUILD	APBNK 10/12/2023	R		9/27/2023	2,498.82	2,498.82CR	
		G/L ACCOUNT		CK: 153578			2,498.82		
	207 49007-01-576.00	OTHER EQUIPMENT PURCHASES				2,498.82	UNIT 2 IN-HOUSE BUILD		
I OAK23145		UNIT 3 IN-HOUSE BUILD	APBNK 10/12/2023	R		9/29/2023	2,498.82	2,498.82CR	
		G/L ACCOUNT		CK: 153578			2,498.82		
	207 49007-01-576.00	OTHER EQUIPMENT PURCHASES				2,498.82	UNIT 3 IN-HOUSE BUILD		
				REG. CHECK		1	7,496.46 7,496.46	7,496.46CR 0.00	0.00
01-005731 EMERGENCY TECHNICAL DECON									
I 708		TURNOUT GEAR REPAIR & CLEAN	APBNK 10/12/2023	R		5/23/2023	1,679.65	1,679.65CR	
		G/L ACCOUNT		CK: 153579			1,679.65		
	101 42210-01-580.00	OTHER EQUIPMENT PURCHASES				1,679.65	TURNOUT GEAR REPAIR & CLEANING		
				REG. CHECK		1	1,679.65 1,679.65	1,679.65CR 0.00	0.00
01-006056 FINAL GRADE INC									
I 1005803		CONCRETE REPAIRS	APBNK 10/12/2023	R		9/27/2023	7,537.50	7,537.50CR	
		G/L ACCOUNT		CK: 153580			7,537.50		
	203 49003-01-532.00	IMPROVEMENTS OTHER THAN BLDGS				7,537.50	CONCRETE REPAIRS		
				REG. CHECK		1	7,537.50 7,537.50	7,537.50CR 0.00	0.00
01-060685 FIRE RELIEF ASSOCIATION									
I 2023-0374		2023 STATE FIRE & SUPPL. AI	APBNK 10/12/2023	R		9/29/2023	215,185.96	215,185.96CR	
		G/L ACCOUNT		CK: 153581			215,185.96		
	101 11500	ACCOUNTS RECEIVABLE				182,076.59	2023 STATE FIRE & SUPPL. AID		

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
	101 11500	ACCOUNTS RECEIVABLE				33,109.37	2023 STATE FIRE & SUPPL. AID		
		REG. CHECK				1	215,185.96	215,185.96CR	0.00
							215,185.96	0.00	
01-060840 FIRST STATE BANK									
I 2023-0375		SAFE DEPOSIT BOX RENTAL #98	APBNK 10/12/2023	R		9/25/2023	75.00	75.00CR	
		G/L ACCOUNT		CK: 153582			75.00		
	101 41520-01-409.00	OTHER CONTRACTED REPAIR & MAIN				75.00	SAFE DEPOSIT BOX RENTAL #989		
		REG. CHECK				1	75.00	75.00CR	0.00
							75.00	0.00	
01-005768 FP MAILING SOLUTIONS									
I 2023-0376		9/29 POSTAGE MACHINE REFILL	APBNK 10/02/2023	D		9/29/2023	800.00	800.00CR	
		G/L ACCOUNT		CK: 001651			800.00		
	101 41810-01-322.00	POSTAGE COSTS				800.00	9/29 POSTAGE MACHINE REFILL		
		DRAFTS				1	800.00	800.00CR	0.00
							800.00	0.00	
01-061865 FRONTIER									
I 651-188-0017	10/23	PHONE, INTERNET & CITY WIFI	APBNK 10/12/2023	R		9/25/2023	4,586.92	4,586.92CR	
		G/L ACCOUNT		CK: 153583			4,586.92		
	101 41810-01-321.00	TELEPHONE COSTS				4,215.71	PHONE, INTERNET & CITY WIFI SRV		
	601 49407-01-321.00	TELEPHONE COSTS				17.57	PHONE, INTERNET & CITY WIFI SRV		
	601 49410-01-321.00	TELEPHONE COSTS				63.73	PHONE, INTERNET & CITY WIFI SRV		
	601 49400-01-321.00	TELEPHONE COSTS				68.85	PHONE, INTERNET & CITY WIFI SRV		
	602 49450-01-321.00	TELEPHONE COSTS				68.85	PHONE, INTERNET & CITY WIFI SRV		
	603 49500-01-321.00	TELEPHONE COSTS				68.88	PHONE, INTERNET & CITY WIFI SRV		
	650 45130-01-321.00	TELEPHONE COSTS				83.33	PHONE, INTERNET & CITY WIFI SRV		
		REG. CHECK				1	4,586.92	4,586.92CR	0.00
							4,586.92	0.00	
01-003113 GAME TIME									
I PJI-0218213		PLAYGROUND PARTS	APBNK 10/12/2023	R		9/21/2023	2,803.51	2,803.51CR	
		G/L ACCOUNT		CK: 153584			2,803.51		
	101 45202-01-221.00	EQUIPMENT PARTS				2,803.51	PLAYGROUND PARTS		
		REG. CHECK				1	2,803.51	2,803.51CR	0.00
							2,803.51	0.00	

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-000677 GERTENS

I 211421/12	FERTILIZER AND SEED	APBNK 10/12/2023 R	10/06/2023	117.80	117.80CR	
	G/L ACCOUNT	CK: 153585		117.80		
101 45202-01-225.00	LANDSCAPING MATERIALS		117.80	FERTILIZER AND SEED		
	REG. CHECK		1	117.80	117.80CR	0.00
				117.80	0.00	

01-003610 GIGABIT MINNESOTA

I 13965129	1000 MBPS FIBER INTERNET-OC	APBNK 10/03/2023 D	10/01/2023	800.00	800.00CR	
	G/L ACCOUNT	CK: 001652		800.00		
101 41810-01-321.00	TELEPHONE COSTS		800.00	1000 MBPS FIBER INTERNET-OCT		
	DRAFTS		1	800.00	800.00CR	0.00
				800.00	0.00	

01-004158 GILBERT MECHANICAL CONTRACT

I 61569	REPLACE 3 RTU @ FS #2	APBNK 10/12/2023 R	9/19/2023	21,561.00	21,561.00CR	
	G/L ACCOUNT	CK: 153586		21,561.00		
101 24429	F/B ASSIGNED FOR GOVT BLDG R&M		21,561.00	REPLACE 3 RTU @ FS #2		
	REG. CHECK		1	21,561.00	21,561.00CR	0.00
				21,561.00	0.00	

01-006038 GLOBAL SPECIALTY CONTRACTOR

I 2023-0377	RSMT LIFETIME ATHLETIC PROJ	APBNK 10/12/2023 R	9/15/2023	254,837.50	254,837.50CR	
	G/L ACCOUNT	CK: 153587		254,837.50		
476 48000-01-521.00	BUILDING & STRUCTURE PURCHASES		254,837.50	RSMT LIFETIME ATHLETIC PROJ		
	REG. CHECK		1	254,837.50	254,837.50CR	0.00
				254,837.50	0.00	

01-003447 GOPHER STAGE LIGHTING

I INV22441	STAGE CURTAIN SERVICE	APBNK 10/12/2023 R	9/28/2023	1,200.00	1,200.00CR	
	G/L ACCOUNT	CK: 153588		1,200.00		
101 45100-30-404.00	CONTRACTED MACH & EQUIP R & M		1,200.00	STAGE CURTAIN SERVICE		
	REG. CHECK		1	1,200.00	1,200.00CR	0.00
				1,200.00	0.00	

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-070880 GOPHER STATE ONE-CALL

I 3090720		SEPTEMBER TICKET LOCATES	APBNK 10/12/2023 R			9/30/2023		587.25	587.25CR	
		G/L ACCOUNT		CK: 153589				587.25		
	603 49500-01-312.00	GOPHER STATE ONE-CALL FEES				195.75		SEPTEMBER TICKET LOCATES		
	601 49400-01-312.00	GOPHER STATE ONE-CALL FEES				195.75		SEPTEMBER TICKET LOCATES		
	602 49450-01-312.00	GOPHER STATE ONE-CALL FEES				195.75		SEPTEMBER TICKET LOCATES		
		REG. CHECK				1		587.25	587.25CR	0.00
								587.25	0.00	

01-070935 GOV'T FIN OFFICERS ASS'N

I 279267		GFOA MEMBERSHIP DUES-RAABOL	APBNK 10/12/2023 R			9/11/2023		150.00	150.00CR	
		G/L ACCOUNT		CK: 153590				150.00		
	101 41320-01-433.00	DUES & SUBSCRIPTIONS				150.00		GFOA MEMBERSHIP DUES-RAABOLLE		
		REG. CHECK				1		150.00	150.00CR	0.00
								150.00	0.00	

01-071220 GRAINGER

I 9842809585		BH CEILING TILES	APBNK 10/12/2023 R			9/19/2023		321.66	321.66CR	
		G/L ACCOUNT		CK: 153591				321.66		
	101 45100-01-223.00	BUILDING REPAIR SUPPLIES				321.66		BH CEILING TILES		
		REG. CHECK				1		321.66	321.66CR	0.00
								321.66	0.00	

01-080050 HACH COMPANY

I 13754277		DPD FREE BULK DISPENSER	APBNK 10/12/2023 R			9/26/2023		172.90	172.90CR	
		G/L ACCOUNT		CK: 153592				172.90		
	601 49400-01-216.00	CHEMICALS & CHEMICAL PRODUCTS				172.90		DPD FREE BULK DISPENSER		
		REG. CHECK				1		172.90	172.90CR	0.00
								172.90	0.00	

01-006057 HARTY MECHANICAL INC

I 2023-0378		RSMT LIFETIME ATHLETIC PROJ	APBNK 10/12/2023 R			9/25/2023		306,850.00	306,850.00CR	
		G/L ACCOUNT		CK: 153593				306,850.00		
	476 48000-01-521.00	BUILDING & STRUCTURE PURCHASES				306,850.00		RSMT LIFETIME ATHLETIC PROJ		

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
				REG. CHECK		1		306,850.00	306,850.00CR	0.00
								306,850.00	0.00	

01-080905 HIGHLAND SANITATION

I 0001141597	FOOD TRUCK TRASH/RECYCLING	APBNK 10/12/2023 R	9/23/2023	685.00	685.00CR	
	G/L ACCOUNT	CK: 153594		685.00		
101 45100-01-315.00	SPECIAL PROGRAMS		685.00	FOOD TRUCK TRASH/RECYCLING		
I 0001141678	SEPTEMBER TRASH REMOVAL	APBNK 10/12/2023 R	9/23/2023	3,903.47	3,903.47CR	
	G/L ACCOUNT	CK: 153594		3,903.47		
101 45100-01-384.00	REFUSAL DISPOSAL		231.15	SEPTEMBER TRASH REMOVAL		
650 45130-01-384.00	REFUSE DISPOSAL		217.95	SEPTEMBER TRASH REMOVAL		
101 45100-01-315.00	SPECIAL PROGRAMS		49.00	SEPTEMBER TRASH REMOVAL		
101 45100-30-384.00	REFUSE DISPOSAL		64.59	SEPTEMBER TRASH REMOVAL		
101 41940-01-384.00	REFUSE DISPOSAL		3,340.78	SEPTEMBER TRASH REMOVAL		
		REG. CHECK	1	4,588.47	4,588.47CR	0.00
				4,588.47	0.00	

01-004339 I & S GROUP INC

I 97098	CONSTRUCTION DOCUMENTS	APBNK 10/12/2023 R	9/30/2023	2,333.75	2,333.75CR	
	G/L ACCOUNT	CK: 153595		2,333.75		
205 49005-01-537.00	IMPROVEMENTS OTHER THAN BLDGS		2,333.75	CONSTRUCTION DOCUMENTS		
		REG. CHECK	1	2,333.75	2,333.75CR	0.00
				2,333.75	0.00	

01-003122 I STATE TRUCK CENTER

I C242845199:01	LOCK SWITCH	APBNK 10/12/2023 R	9/26/2023	51.63	51.63CR	
	G/L ACCOUNT	CK: 153596		51.63		
101 43100-01-221.00	EQUIPMENT PARTS		51.63	LOCK SWITCH		
		REG. CHECK	1	51.63	51.63CR	0.00
				51.63	0.00	

01-001690 IN CONTROL INC

I S-INV00979	LIFT STATION 6 CONTROL PANE	APBNK 10/12/2023 R	10/03/2023	5,007.20	5,007.20CR	
	G/L ACCOUNT	CK: 153597		5,007.20		
602 49450-01-530.00	IMPROVEMENTS OTHER THAN BLDGS		5,007.20	LIFT STATION 6 CONTROL PANEL		

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

I S-INV00980		LIFT STATION 9 CONTROL PANA	APBNK	10/12/2023	R	10/03/2023		6,230.90	6,230.90CR	
		G/L ACCOUNT		CK: 153597				6,230.90		
	602 49450-01-530.00	IMPROVEMENTS OTHER THAN BLDGS				6,230.90		LIFT STATION 9 CONTROL PANAL		
		REG. CHECK				1		11,238.10	11,238.10CR	0.00
								11,238.10	0.00	

01-091405 INDEPENDENT BLACK DIRT										
I 34719		2 YDS BLACK DIRT	APBNK	10/12/2023	R	10/06/2023		42.00	42.00CR	
		G/L ACCOUNT		CK: 153598				42.00		
	101 43121-01-225.00	LANDSCAPING MATERIALS				42.00		2 YDS BLACK DIRT		
		REG. CHECK				1		42.00	42.00CR	0.00
								42.00	0.00	

01-001515 INVER GROVE FORD										
I 6395054		PARTS AND LABOR	APBNK	10/12/2023	R	9/26/2023		883.76	883.76CR	
		G/L ACCOUNT		CK: 153599				883.76		
	101 43100-01-404.00	CONTRACTED MACH & EQUIP SERV				819.50		PARTS AND LABOR		
	101 43100-01-221.00	EQUIPMENT PARTS				64.26		PARTS AND LABOR		
I 6400125		WHEEL ALIGNMENT LABOR	APBNK	10/12/2023	R	9/26/2023		209.95	209.95CR	
		G/L ACCOUNT		CK: 153599				209.95		
	101 43100-01-404.00	CONTRACTED MACH & EQUIP SERV				209.95		WHEEL ALIGNMENT LABOR		
		REG. CHECK				1		1,093.71	1,093.71CR	0.00
								1,093.71	0.00	

01-110314 KENNEDY & GRAVEN CHARTERED										
I 176877		LIFETIME LEGAL FEES	APBNK	10/12/2023	R	9/26/2023		338.00	338.00CR	
		G/L ACCOUNT		CK: 153600				338.00		
	202 49002-01-304.00	LEGAL FEES				338.00		LIFETIME LEGAL FEES		
		REG. CHECK				1		338.00	338.00CR	0.00
								338.00	0.00	

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-111843 KRISS PREMIUM PRODUCTS										
I	185259	COOLING TREATMENT	APBNK	10/12/2023	R	9/25/2023		1,006.00	1,006.00CR	
		G/L ACCOUNT		CK: 153601				1,006.00		
	650	45130-01-216.00	CHEMICALS & CHEMICAL PRODUCTS				1,006.00	COOLING TREATMENT		
			REG. CHECK			1		1,006.00	1,006.00CR	0.00
								1,006.00	0.00	

01-006039 LEJEUNE STEEL COMPANY										
I	2023-0379	RSMT LIFETIME ATHLETIC PROJ	APBNK	10/12/2023	R	9/30/2023		444,600.00	444,600.00CR	
		G/L ACCOUNT		CK: 153602				444,600.00		
	476	48000-01-521.00	BUILDING & STRUCTURE PURCHASES				444,600.00	RSMT LIFETIME ATHLETIC PROJ		
			REG. CHECK			1		444,600.00	444,600.00CR	0.00
								444,600.00	0.00	

01-001511 LENNAR HOMES										
I	2018-00804	AS-BUILT SURVEY REFUND	APBNK	10/12/2023	R	9/28/2023		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 153603				2,000.00		
	101	22010	AS-BUILT SURVEY DEPOSITS				2,000.00	AS-BUILT SURVEY REFUND		
I	2018-02063	AS-BUILT SURVEY REFUND	APBNK	10/12/2023	R	10/03/2023		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 153603				2,000.00		
	101	22010	AS-BUILT SURVEY DEPOSITS				2,000.00	AS-BUILT SURVEY REFUND		
I	2018-02065	AS-BUILT SURVEY REFUND	APBNK	10/12/2023	R	10/03/2023		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 153603				2,000.00		
	101	22010	AS-BUILT SURVEY DEPOSITS				2,000.00	AS-BUILT SURVEY REFUND		
I	2018-03161	AS-BUILT SURVEY REFUND	APBNK	10/12/2023	R	9/28/2023		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 153603				2,000.00		
	101	22010	AS-BUILT SURVEY DEPOSITS				2,000.00	AS-BUILT SURVEY REFUND		
I	2019-03529	AS-BUILT SURVEY REFUND	APBNK	10/12/2023	R	9/28/2023		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 153603				2,000.00		
	101	22010	AS-BUILT SURVEY DEPOSITS				2,000.00	AS-BUILT SURVEY REFUND		
I	2019-03530	AS-BUILT SURVEY REFUND	APBNK	10/12/2023	R	9/28/2023		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 153603				2,000.00		
	101	22010	AS-BUILT SURVEY DEPOSITS				2,000.00	AS-BUILT SURVEY REFUND		
I	2020-01202	AS-BUILT SURVEY REFUND	APBNK	10/12/2023	R	9/28/2023		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 153603				2,000.00		
	101	22010	AS-BUILT SURVEY DEPOSITS				2,000.00	AS-BUILT SURVEY REFUND		

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

I 2020-01309		AS-BUILT SURVEY REFUND	APBNK 10/12/2023	R		9/28/2023		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 153603				2,000.00		
	101 22010	AS-BUILT SURVEY DEPOSITS					2,000.00	AS-BUILT SURVEY REFUND		
I 2020-02287		AS-BUILT SURVEY REFUND	APBNK 10/12/2023	R		9/28/2023		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 153603				2,000.00		
	101 22010	AS-BUILT SURVEY DEPOSITS					2,000.00	AS-BUILT SURVEY REFUND		
I 2023-00487		AS-BUILT SURVEY REFUND	APBNK 10/12/2023	R		10/03/2023		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 153603				2,000.00		
	101 22010	AS-BUILT SURVEY DEPOSITS					2,000.00	AS-BUILT SURVEY REFUND		
				REG. CHECK			1	20,000.00	20,000.00CR	0.00
								20,000.00	0.00	

01-001905 LEXISNEXIS RISK SOLNS FL IN										
I 1843662-20230930		SEPT MONTHLY FEE	APBNK 10/12/2023	R		9/30/2023		658.67	658.67CR	
		G/L ACCOUNT		CK: 153605				658.67		
	101 42110-01-433.00	DUES & SUBSCRIPTIONS					658.67	SEPT MONTHLY FEE		
				REG. CHECK			1	658.67	658.67CR	0.00
								658.67	0.00	

01-121530 LOGIS-LOCAL GOVERNMENT										
I 54035		OCT'23 APP SUPPORT/FIBER SV	APBNK 10/12/2023	R		10/01/2023		3,265.33	3,265.33CR	
		G/L ACCOUNT		CK: 153606				3,265.33		
	101 42110-01-394.00	P.C. SOFTWARE PURCHASES					2,210.00	OCT'23 APP SUPPORT/FIBER SVCS		
	101 42110-01-394.00	P.C. SOFTWARE PURCHASES					381.00	OCT'23 APP SUPPORT/FIBER SVCS		
	101 42210-01-329.00	OTHER COMMUNICATION COSTS					248.00	OCT'23 APP SUPPORT/FIBER SVCS		
	101 41810-01-391.00	P.C. MAINTENANCE					426.33	OCT'23 APP SUPPORT/FIBER SVCS		
				REG. CHECK			1	3,265.33	3,265.33CR	0.00
								3,265.33	0.00	

01-006021 LTF CONSTRUCTION COMPANY LL										
I 2023-0380		GENERAL CONDITIONS LT PROJE	APBNK 10/12/2023	R		9/30/2023		185,000.00	185,000.00CR	
		G/L ACCOUNT		CK: 153607				185,000.00		
	476 48000-01-521.00	BUILDING & STRUCTURE PURCHASES					185,000.00	GENERAL CONDITIONS LT PROJECT		
				REG. CHECK			1	185,000.00	185,000.00CR	0.00
								185,000.00	0.00	

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-004207 LVC COMPANIES

I 124162		SEMI-ANNUAL INSPEC/MAINT-SC	APBNK	10/12/2023	R	9/28/2023		129.00	129.00CR	
		G/L ACCOUNT		CK: 153608				129.00		
	101 45100-30-404.00	CONTRACTED MACH & EQUIP R & M				129.00		SEMI-ANNUAL INSPEC/MAINT-SC		
				REG. CHECK		1		129.00	129.00CR	0.00
								129.00	0.00	

01-006058 M/I HOMES

I 2022-04907		AS-BUILT SURVEY REFUND	APBNK	10/12/2023	R	9/28/2023		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 153609				2,000.00		
	101 22010	AS-BUILT SURVEY DEPOSITS				2,000.00		AS-BUILT SURVEY REFUND		
I 2022-04951		AS-BUILT SURVEY REFUND	APBNK	10/12/2023	R	10/03/2023		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 153609				2,000.00		
	101 22010	AS-BUILT SURVEY DEPOSITS				2,000.00		AS-BUILT SURVEY REFUND		
I 2022-05028		AS-BUILT SURVEY REFUND	APBNK	10/12/2023	R	9/28/2023		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 153609				2,000.00		
	101 22010	AS-BUILT SURVEY DEPOSITS				2,000.00		AS-BUILT SURVEY REFUND		
I 2023-01589		AS-BUILT SURVEY REFUND	APBNK	10/12/2023	R	9/28/2023		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 153609				2,000.00		
	101 22010	AS-BUILT SURVEY DEPOSITS				2,000.00		AS-BUILT SURVEY REFUND		
				REG. CHECK		1		8,000.00	8,000.00CR	0.00
								8,000.00	0.00	

01-004303 MACQUEEN EMERGENCY

I P19709		FIRE HELMETS & CRESCENTS	APBNK	10/12/2023	R	9/13/2023		2,037.53	2,037.53CR	
		G/L ACCOUNT		CK: 153610				2,037.53		
	101 42210-01-219.00	OTHER OPERATING SUPPLIES				2,037.53		FIRE HELMETS & CRESCENTS		
I P19748		CAPT/LT CRESCENTS	APBNK	10/12/2023	R	9/14/2023		112.86	112.86CR	
		G/L ACCOUNT		CK: 153610				112.86		
	101 42210-01-219.00	OTHER OPERATING SUPPLIES				112.86		CAPT/LT CRESCENTS		
				REG. CHECK		1		2,150.39	2,150.39CR	0.00
								2,150.39	0.00	

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-003535 MANSFIELD OIL COMPANY

I 24671280	1,803 GAL DIESEL FUEL	APBNK 10/12/2023 R	9/29/2023	6,435.69	6,435.69CR					
	G/L ACCOUNT	CK: 153611		6,435.69						
	101 43100-01-212.00	MOTOR FUELS		6,435.69	1,803 GAL DIESEL FUEL					
I 24687586	2,700 GAL UNLEADED FUEL	APBNK 10/12/2023 R	10/05/2023	7,725.36	7,725.36CR					
	G/L ACCOUNT	CK: 153611		7,725.36						
	101 43100-01-212.00	MOTOR FUELS		7,725.36	2,700 GAL UNLEADED FUEL					
I 24687588	199 GAL UNLEADED FUEL	APBNK 10/12/2023 R	10/05/2023	588.55	588.55CR					
	G/L ACCOUNT	CK: 153611		588.55						
	101 43100-01-212.00	MOTOR FUELS		588.55	199 GAL UNLEADED FUEL					
		REG. CHECK		1	14,749.60	14,749.60CR				0.00
					14,749.60	0.00				

01-130280 MASTER ELECTRIC CO INC

I SD47810	BOOSTER PUMP INSPECTION	APBNK 10/12/2023 R	9/29/2023	490.00	490.00CR					
	G/L ACCOUNT	CK: 153612		490.00						
	601 49408-01-409.00	OTHER CONTRACTED REPAIR & MAIN		490.00	BOOSTER PUMP INSPECTION					
		REG. CHECK		1	490.00	490.00CR				0.00
					490.00	0.00				

01-003592 MCMULLEN INSPECTIONS INC

I 2023-0381	AUG-ELECTRICAL INSPECTIONS	APBNK 10/12/2023 R	9/27/2023	9,241.40	9,241.40CR					
	G/L ACCOUNT	CK: 153613		9,241.40						
	101 20825	ELEC INSPCTR SHARE OF PMT FEES		9,241.40	AUG-ELECTRICAL INSPECTIONS					
I 2023-0382	SEPT-ELECTRICAL INSPECTIONS	APBNK 10/12/2023 R	10/01/2023	12,753.20	12,753.20CR					
	G/L ACCOUNT	CK: 153613		12,753.20						
	101 20825	ELEC INSPCTR SHARE OF PMT FEES		12,753.20	SEPT-ELECTRICAL INSPECTIONS					
		REG. CHECK		1	21,994.60	21,994.60CR				0.00
					21,994.60	0.00				

01-001863 MEDICINE LAKE TOURS

I 2023-0383	SENIOR BUS TRIP	APBNK 10/12/2023 R	9/28/2023	1,479.00	1,479.00CR					
	G/L ACCOUNT	CK: 153614		1,479.00						
	101 45100-87-219.00	OTHER OPERATING SUPPLIES		1,479.00	SENIOR BUS TRIP					

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
				REG. CHECK		1		1,479.00	1,479.00CR	0.00
								1,479.00	0.00	
01-136955 MEI TOTAL ELEVATOR SOLUTION										
I 1041103		OCTOBER ELEVATOR INSPECTION	APBNK 10/12/2023	R		10/01/2023		182.58	182.58CR	
		G/L ACCOUNT		CK: 153615				182.58		
	101	41940-01-319.00	OTHER PROFESSIONAL SERVICES				182.58	OCTOBER ELEVATOR INSPECTION		
				REG. CHECK		1		182.58	182.58CR	0.00
								182.58	0.00	
01-130725 MENARDS-APPLE VALLEY										
I 61998		DEF FLUID	APBNK 10/12/2023	R		9/21/2023		56.88	56.88CR	
		G/L ACCOUNT		CK: 153616				56.88		
	101	42210-01-229.00	OTHER MAINTENANCE SUPPLIES				56.88	DEF FLUID		
I 62386		CONCRETE	APBNK 10/12/2023	R		9/29/2023		47.88	47.88CR	
		G/L ACCOUNT		CK: 153616				47.88		
	205	49005-01-530.00	IMPROVEMENTS OTHER THAN BLDGS				47.88	CONCRETE		
				REG. CHECK		1		104.76	104.76CR	0.00
								104.76	0.00	
01-130975 METRO COUNCIL ENV SERV										
I 1163233		WASTEWATER SERVICE-NOVEMBER	APBNK 10/12/2023	R		10/02/2023		137,777.63	137,777.63CR	
		G/L ACCOUNT		CK: 153617				137,777.63		
	602	49450-01-602.00	METRO SEWER SERVICE CHARGES				137,777.63	WASTEWATER SERVICE-NOVEMBER		
				REG. CHECK		1		137,777.63	137,777.63CR	0.00
								137,777.63	0.00	
01-131025 METRO COUNCIL ENV SERV										
I 2023-0372		SEPT 2023 METRO SAC FEES	APBNK 10/12/2023	R		10/03/2023		474,808.95	474,808.95CR	
		G/L ACCOUNT		CK: 153618				474,808.95		
	101	20815	METRO SAC FOR MWCC				474,808.95	SEPT 2023 METRO SAC FEES		
				REG. CHECK		1		474,808.95	474,808.95CR	0.00
								474,808.95	0.00	

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-004079 METRO SALES INC

I INV2377042	C6004 COPIER USAGE COSTS	APBNK 10/12/2023 R	10/02/2023	367.31	367.31CR					
	G/L ACCOUNT	CK: 153619		367.31						
101 41810-01-202.00	DUPLICATING & COPYING COSTS		367.31	C6004 COPIER USAGE COSTS						
	REG. CHECK		1	367.31	367.31CR	0.00				
				367.31	0.00					

01-001288 MIDLAND GLASS CO

I 2023-0384	RSMT LIFETIME ATHLETIC PROJ	APBNK 10/12/2023 R	9/30/2023	118,750.00	118,750.00CR					
	G/L ACCOUNT	CK: 153620		118,750.00						
476 48000-01-521.00	BUILDING & STRUCTURE PURCHASES		118,750.00	RSMT LIFETIME ATHLETIC PROJ						
	REG. CHECK		1	118,750.00	118,750.00CR	0.00				
				118,750.00	0.00					

01-132085 MIDWEST PLAYSCAPES INC

I 10271	SWING HANGERS W/HARDWARE	APBNK 10/12/2023 R	9/25/2023	1,088.69	1,088.69CR					
	G/L ACCOUNT	CK: 153621		1,088.69						
101 45202-01-221.00	EQUIPMENT PARTS		1,088.69	SWING HANGERS W/HARDWARE						
	REG. CHECK		1	1,088.69	1,088.69CR	0.00				
				1,088.69	0.00					

01-004744 MINDFUL HEALTH

I 2023-0385	SEPT SENIOR YOGA CLASSES	APBNK 10/12/2023 R	9/28/2023	312.00	312.00CR					
	G/L ACCOUNT	CK: 153622		312.00						
101 45100-93-219.00	OTHER OPERATING SUPPLIES		312.00	SEPT SENIOR YOGA CLASSES						
	REG. CHECK		1	312.00	312.00CR	0.00				
				312.00	0.00					

01-003165 MINNESOTA LOCKS

I 101127595	REPAIR VENDING MACH-PW	APBNK 10/12/2023 R	9/20/2023	202.91	202.91CR					
	G/L ACCOUNT	CK: 153623		202.91						
101 41810-01-260.00	FOOD FOR RESALE		202.91	REPAIR VENDING MACH-PW						
	REG. CHECK		1	202.91	202.91CR	0.00				
				202.91	0.00					

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-138040 MIRACLE RECREATION

I 864547		KIDDER PLAYGROUND REPLACEME	APBNK	10/12/2023	R	9/27/2023		74,179.87	74,179.87CR	
		G/L ACCOUNT		CK: 153624				74,179.87		
	101 24430	F/B ASSIGNED FOR PARK MAIN R&M				74,179.87		KIDDER PLAYGROUND REPLACEMENT		
		REG. CHECK				1		74,179.87	74,179.87CR	0.00
								74,179.87	0.00	

01-136665 MN DEPT OF AGRICULTURE

I 2023-0386		APP FEE FOR CHANGE IN LICEN	APBNK	10/12/2023	R	9/29/2023		10.00	10.00CR	
		G/L ACCOUNT		CK: 153625				10.00		
	101 45202-01-433.00	DUES & SUBSCRIPTIONS				10.00		APP FEE FOR CHANGE IN LICENSE		
		REG. CHECK				1		10.00	10.00CR	0.00
								10.00	0.00	

01-040600 MN DEPT OF LABOR & INDUSTRY

I 2023-0393		SEPTEMBER 2023 STATE SURCHA	APBNK	10/12/2023	R	10/09/2023		8,873.47	8,873.47CR	
		G/L ACCOUNT		CK: 153626				8,873.47		
	101 20810	BUILDING PERMIT SURCHARGE				8,358.97		SEPTEMBER 2023 STATE SURCHARG		
	101 20811	BUILDING PMT SURCHARGE-SET FEE				246.96		SEPTEMBER 2023 STATE SURCHARG		
	101 20820	ELECTRICAL PERMIT SURCHARGE				96.04		SEPTEMBER 2023 STATE SURCHARG		
	101 20860	HEATING/AIR COND PERMIT SURCHG				57.82		SEPTEMBER 2023 STATE SURCHARG		
	101 20830	PLUMBING PERMIT SURCHARGE				61.74		SEPTEMBER 2023 STATE SURCHARG		
	101 20850	SEWER PERMIT SURCHARGE				51.94		SEPTEMBER 2023 STATE SURCHARG		
		REG. CHECK				1		8,873.47	8,873.47CR	0.00
								8,873.47	0.00	

01-003882 MN OCC HEALTH - LOCKBOX 135

I 438938		PRE-EMPLOYMENT SCREENINGS	APBNK	10/12/2023	R	9/29/2023		316.00	316.00CR	
		G/L ACCOUNT		CK: 153627				316.00		
	101 41320-31-305.00	MEDICAL & DENTAL FEES				316.00		PRE-EMPLOYMENT SCREENINGS		
		REG. CHECK				1		316.00	316.00CR	0.00
								316.00	0.00	

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-137465 MN RECREATION & PARK ASSO										
I 02563		BUILDING ATTENDANT JOB POST	APBNK 10/12/2023 R			9/21/2023		125.00	125.00CR	
		G/L ACCOUNT		CK: 153628				125.00		
	101 45100-01-433.00	DUES & SUBSCRIPTIONS					125.00	BUILDING ATTENDANT JOB POSTING		
				REG. CHECK			1	125.00	125.00CR	0.00
								125.00	0.00	

01-003522 MULTI-SERVICES INC										
I 50847		OCTOBER CLEANING SERVICE	APBNK 10/12/2023 R			10/01/2023		5,550.00	5,550.00CR	
		G/L ACCOUNT		CK: 153629				5,550.00		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					5,550.00	OCTOBER CLEANING SERVICE		
				REG. CHECK			1	5,550.00	5,550.00CR	0.00
								5,550.00	0.00	

01-006048 MUSKA ELECTRIC COMPANY										
I 2023-0387		RSMT LIFETIME ATHLETIC PROJ	APBNK 10/12/2023 R			9/30/2023		285,000.00	285,000.00CR	
		G/L ACCOUNT		CK: 153630				285,000.00		
	476 48000-01-521.00	BUILDING & STRUCTURE PURCHASES					285,000.00	RSMT LIFETIME ATHLETIC PROJ		
				REG. CHECK			1	285,000.00	285,000.00CR	0.00
								285,000.00	0.00	

01-005570 ON THE SPOT DETAIL										
I 023696		DETAILING 2 DURANGOS	APBNK 10/12/2023 R			9/26/2023		300.00	300.00CR	
		G/L ACCOUNT		CK: 153631				300.00		
	101 42110-01-211.00	CLEANING SUPPLIES					300.00	DETAILING 2 DURANGOS		
				REG. CHECK			1	300.00	300.00CR	0.00
								300.00	0.00	

01-004740 PELLICCI ACE ROSEMOUNT										
I 10736/R		EXTRA KEYS FOR JAYCEE SHED	APBNK 10/12/2023 R			9/21/2023		11.96	11.96CR	
		G/L ACCOUNT		CK: 153632				11.96		
	101 45202-01-221.00	EQUIPMENT PARTS					11.96	EXTRA KEYS FOR JAYCEE SHED		
I 10763/R		PAINT MIXER SWITCH	APBNK 10/12/2023 R			9/26/2023		7.99	7.99CR	
		G/L ACCOUNT		CK: 153632				7.99		
	101 45202-01-221.00	EQUIPMENT PARTS					7.99	PAINT MIXER SWITCH		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

I 10817/R		WOOD DOWELS	APBNK 10/12/2023	R		10/05/2023		25.97	25.97CR	
		G/L ACCOUNT		CK: 153632				25.97		
	101 45202-01-221.00	EQUIPMENT PARTS					25.97	WOOD DOWELS		
I 10819/R		MISC SHOP TOOLS	APBNK 10/12/2023	R		10/06/2023		66.97	66.97CR	
		G/L ACCOUNT		CK: 153632				66.97		
	101 45202-01-241.00	SMALL TOOLS					66.97	MISC SHOP TOOLS		
		REG. CHECK					1	112.89	112.89CR	0.00
								112.89	0.00	

01-004766 STACEY POPP										
I 2023-0390		SEPT SENIOR YOGA CLASSES	APBNK 10/12/2023	R		9/26/2023		264.00	264.00CR	
		G/L ACCOUNT		CK: 153633				264.00		
	101 45100-93-219.00	OTHER OPERATING SUPPLIES					264.00	SEPT SENIOR YOGA CLASSES		
		REG. CHECK					1	264.00	264.00CR	0.00
								264.00	0.00	

01-180060 R & R SPECIALTIES OF WI										
I 0079970-IN		BLADE SHARPENING	APBNK 10/12/2023	R		10/02/2023		40.00	40.00CR	
		G/L ACCOUNT		CK: 153634				40.00		
	650 45130-01-221.00	EQUIPMENT PARTS					40.00	BLADE SHARPENING		
		REG. CHECK					1	40.00	40.00CR	0.00
								40.00	0.00	

01-006059 R.CUP										
I 001536		R.CUPS USED @ FOOD TRUCK FE	APBNK 10/12/2023	R		9/29/2023		1,192.80	1,192.80CR	
		G/L ACCOUNT		CK: 153635				1,192.80		
	101 41940-01-384.00	REFUSE DISPOSAL					1,192.80	R.CUPS USED @ FOOD TRUCK FEST		
		REG. CHECK					1	1,192.80	1,192.80CR	0.00
								1,192.80	0.00	

01-002910 RCM SPECIALTIES INC										
I 9281		SPRAY PATCH HIGH IRON	APBNK 10/12/2023	R		9/29/2023		5,962.00	5,962.00CR	
		G/L ACCOUNT		CK: 153636				5,962.00		
	101 43121-01-408.00	CRACKSEAL,SEALC'T,PATCH,STRIP					5,962.00	SPRAY PATCH HIGH IRON		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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				REG. CHECK		1		5,962.00	5,962.00CR	0.00
								5,962.00	0.00	

01-003700 REACH MEDIA NETWORK

I 88761		MEDIA PLAYER	APBNK 10/12/2023 R			8/07/2023		269.00	269.00CR	
		G/L ACCOUNT		CK: 153637				269.00		
	650 45130-01-404.00	CONTRACTED MACH & EQUIP R & M				269.00		MEDIA PLAYER		
				REG. CHECK		1		269.00	269.00CR	0.00
								269.00	0.00	

01-005420 REAL ESTATE PUBLISHING CORP

I 10766		BRONZE SPONSORSHIP	APBNK 10/12/2023 R			7/19/2023		2,500.00	2,500.00CR	
		G/L ACCOUNT		CK: 153638				2,500.00		
	201 46300-01-349.00	OTHER ADVERTISING				2,500.00		BRONZE SPONSORSHIP		
				REG. CHECK		1		2,500.00	2,500.00CR	0.00
								2,500.00	0.00	

01-005383 REINDERS INC

I 3095982-00		IRRIGATION SENSOR DECODER	APBNK 10/12/2023 R			8/02/2023		671.99	671.99CR	
		G/L ACCOUNT		CK: 153639				671.99		
	101 45202-01-221.00	EQUIPMENT PARTS				671.99		IRRIGATION SENSOR DECODER		
I 3096379-01		IRRIGATION PARTS	APBNK 10/12/2023 R			7/10/2023		100.14	100.14CR	
		G/L ACCOUNT		CK: 153639				100.14		
	101 45202-01-221.00	EQUIPMENT PARTS				100.14		IRRIGATION PARTS		
I 3097639-00		IRRIGATION PARTS	APBNK 10/12/2023 R			7/27/2023		689.91	689.91CR	
		G/L ACCOUNT		CK: 153639				689.91		
	101 45202-01-221.00	EQUIPMENT PARTS				689.91		IRRIGATION PARTS		
				REG. CHECK		1		1,462.04	1,462.04CR	0.00
								1,462.04	0.00	

01-180675 RENT 'N' SAVE

I 75220		AUGUST REST ROOM RENTALS	APBNK 10/12/2023 R			8/31/2023		6,250.00	6,250.00CR	
		G/L ACCOUNT		CK: 153640				6,250.00		
	101 45100-01-415.00	OTHER EQUIPMENT RENTAL				6,250.00		AUGUST REST ROOM RENTALS		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

I 75221		SEPTEMBER REST ROOM RENTALS	APBNK 10/12/2023	R		9/30/2023		5,583.00	5,583.00CR	
		G/L ACCOUNT		CK: 153640				5,583.00		
	101 45100-01-415.00	OTHER EQUIPMENT RENTAL					5,583.00	SEPTEMBER REST ROOM RENTALS		
I 75222		FOOD TRUCK FEST RENTALS	APBNK 10/12/2023	R		9/18/2023		1,730.00	1,730.00CR	
		G/L ACCOUNT		CK: 153640				1,730.00		
	205 49005-01-439.00	OTHER MISCELLANEOUS CHARGES					1,730.00	FOOD TRUCK FEST RENTALS		
		REG. CHECK					1	13,563.00	13,563.00CR	0.00
								13,563.00	0.00	

01-005198 ROCK HARD LANDSCAPE SUPPLY										
I 3108407		MULCH CENTRAL PARK	APBNK 10/12/2023	R		7/17/2023		320.00	320.00CR	
		G/L ACCOUNT		CK: 153641				320.00		
	101 43121-01-225.00	LANDSCAPING MATERIALS					320.00	MULCH CENTRAL PARK		
		REG. CHECK					1	320.00	320.00CR	0.00
								320.00	0.00	

01-181805 ROSEMOUNT SAW & TOOL										
I 343955		SHARPENING TOOLS	APBNK 10/12/2023	R		9/25/2023		73.25	73.25CR	
		G/L ACCOUNT		CK: 153642				73.25		
	101 45202-01-241.00	SMALL TOOLS					73.25	SHARPENING TOOLS		
		REG. CHECK					1	73.25	73.25CR	0.00
								73.25	0.00	

01-005607 ROSS NESBIT AGENCIES INC										
I 1302064		LMCIT PROP./CAS. AGENT FEE	APBNK 10/12/2023	R		9/26/2023		12,000.00	12,000.00CR	
		G/L ACCOUNT		CK: 153643				12,000.00		
	206 49006-01-319.00	OTHER PROFESSIONAL SERVICES					10,145.28	LMCIT PROP./CAS. AGENT FEE		
	201 46300-01-319.00	OTHER PROFESSIONAL SERVICES					42.48	LMCIT PROP./CAS. AGENT FEE		
	601 49400-01-319.00	OTHER PROFESSIONAL SERVICES					569.76	LMCIT PROP./CAS. AGENT FEE		
	602 49450-01-319.00	OTHER PROFESSIONAL SERVICES					790.32	LMCIT PROP./CAS. AGENT FEE		
	603 49500-01-319.00	OTHER PROFESSIONAL SERVICES					142.32	LMCIT PROP./CAS. AGENT FEE		
	650 45130-01-319.00	OTHER PROFESSIONAL SERVICES					309.84	LMCIT PROP./CAS. AGENT FEE		
		REG. CHECK					1	12,000.00	12,000.00CR	0.00
								12,000.00	0.00	

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VENDOR SEQUENCE

[illegible]

01-001665 ROUGH CUTT

I 2023-0388	MOWING @ 3400 144TH ST W	APBNK 10/12/2023 R	9/14/2023	325.00	325.00CR	
	G/L ACCOUNT	CK: 153646		325.00		
	101 41910-01-409.00	OTHER CONTRACTED REPAIR & MAIN	325.00	MOWING @ 3400 144TH ST W		
		REG. CHECK	1	325.00	325.00CR	0.00
				325.00	0.00	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-191360 S.M. HENTGES & SONS INC										
I	2023-0389	RSMT LIFETIME ATHLETIC PROJ	APBNK	10/12/2023	R	9/30/2023		225,364.76	225,364.76CR	
		G/L ACCOUNT		CK: 153647				225,364.76		
	476	48000-01-521.00	BUILDING & STRUCTURE PURCHASES			225,364.76		RSMT LIFETIME ATHLETIC PROJ		
				REG. CHECK		1		225,364.76	225,364.76CR	0.00
								225,364.76	0.00	

01-005451 SAFE-FAST INC										
I	INV281582	CALIBRATION OF GAS DETECTOR	APBNK	10/12/2023	R	10/06/2023		99.00	99.00CR	
		G/L ACCOUNT		CK: 153648				99.00		
	602	49450-01-240.00	SAFETY EQUIPMENT & PPE			99.00		CALIBRATION OF GAS DETECTOR		
				REG. CHECK		1		99.00	99.00CR	0.00
								99.00	0.00	

01-190095 SAM'S CLUB										
I	10105561555	FOAMING SOAP	APBNK	10/12/2023	R	10/05/2023		119.84	119.84CR	
		G/L ACCOUNT		CK: 153649				119.84		
	101	41940-01-208.00	MISCELLANEOUS SUPPLIES			119.84		FOAMING SOAP		
				REG. CHECK		1		119.84	119.84CR	0.00
								119.84	0.00	

01-006055 DIANE SEGURA										
I	2023-0373	PERMIT 5076-DAMAGE DEPOSIT	APBNK	10/12/2023	R	9/25/2023		300.00	300.00CR	
		G/L ACCOUNT		CK: 153650				300.00		
	101	22005	REFUNDS PAYABLE - P&R			300.00		PERMIT 5076-DAMAGE DEPOSIT		
				REG. CHECK		1		300.00	300.00CR	0.00
								300.00	0.00	

01-190580 SENTRY SYSTEMS INC										
I	788285	FS #2 MONITORING-OCT,NOV,DE	APBNK	10/12/2023	R	10/01/2023		82.80	82.80CR	
		G/L ACCOUNT		CK: 153651				82.80		
	101	42210-01-439.00	OTHER MISCELLANEOUS CHARGES			82.80		FS #2 MONITORING-OCT,NOV,DEC		
				REG. CHECK		1		82.80	82.80CR	0.00
								82.80	0.00	

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01-002878 SHRED RIGHT										
I	0008670	SHREDDING SERVICES	APBNK	10/12/2023	R	9/22/2023		17.73	17.73CR	
		G/L ACCOUNT		CK: 153652				17.73		
	101	41940-01-384.00	REFUSE DISPOSAL				17.73	SHREDDING SERVICES		
			REG. CHECK			1		17.73	17.73CR	0.00
								17.73	0.00	

01-005957 SHRED-N-GO INC										
I	157252	CLEANUP DAY SHREDDING	APBNK	10/12/2023	R	10/07/2023		1,759.00	1,759.00CR	
		G/L ACCOUNT		CK: 153653				1,759.00		
	101	41940-01-384.00	REFUSE DISPOSAL				1,759.00	CLEANUP DAY SHREDDING		
			REG. CHECK			1		1,759.00	1,759.00CR	0.00
								1,759.00	0.00	

01-003600 SIR LINES-A-LOT										
I	H23-0251-08-002	2023 SOUTH METRO JPA	APBNK	10/12/2023	R	8/25/2023		34,819.70	34,819.70CR	
		G/L ACCOUNT		CK: 153654				34,819.70		
	101	43121-01-408.00	CRACKSEAL,SEALC'T,PATCH,STRIP				32,220.70	2023 SOUTH METRO JPA		
	101	43121-01-402.00	PARKING LOT MAINTENANCE				2,599.00	2023 SOUTH METRO JPA		
I	H23-0616-001	GROUND-IN LONG LINE	APBNK	10/12/2023	R	7/25/2023		7,536.90	7,536.90CR	
		G/L ACCOUNT		CK: 153654				7,536.90		
	101	43121-01-408.00	CRACKSEAL,SEALC'T,PATCH,STRIP				7,536.90	GROUND-IN LONG LINE		
			REG. CHECK			1		42,356.60	42,356.60CR	0.00
								42,356.60	0.00	

01-004997 STERICYCLE INC										
I	8004887604	SEPT SHREDDING SERVICES	APBNK	10/12/2023	R	9/30/2023		141.38	141.38CR	
		G/L ACCOUNT		CK: 153655				141.38		
	101	42110-01-203.00	PRINTED FORMS & PAPER				141.38	SEPT SHREDDING SERVICES		
			REG. CHECK			1		141.38	141.38CR	0.00
								141.38	0.00	

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01-192536 STREICHER'S									
I	I1654215	CLOTH NAME TAGS-COUGH LIN	APBNK	10/12/2023	R	9/11/2023	23.98	23.98CR	
		G/L ACCOUNT		CK: 153656			23.98		
	208	49008-01-217.00	CLOTHING ALLOWANCE			23.98	CLOTH NAME TAGS-COUGH LIN		
I	I1655862	ALEX ZABOJ UNIFORM	APBNK	10/12/2023	R	9/21/2023	276.00	276.00CR	
		G/L ACCOUNT		CK: 153656			276.00		
	101	42110-35-217.00	CLOTHING ALLOWANCE - POLICE			276.00	ALEX ZABOJ UNIFORM		
			REG. CHECK			1	299.98	299.98CR	0.00
							299.98	0.00	

01-006060 SUMMIT FIRE PROTECTION									
I	2023-0391	RSMT LIFETIME ATHLETIC PROJ	APBNK	10/12/2023	R	9/30/2023	15,746.25	15,746.25CR	
		G/L ACCOUNT		CK: 153657			15,746.25		
	476	48000-01-521.00	BUILDING & STRUCTURE PURCHASES			15,746.25	RSMT LIFETIME ATHLETIC PROJ		
			REG. CHECK			1	15,746.25	15,746.25CR	0.00
							15,746.25	0.00	

01-001609 THOMSON REUTERS-WEST									
I	849045419	SEPT CLEAR CHARGES	APBNK	10/12/2023	R	10/01/2023	212.18	212.18CR	
		G/L ACCOUNT		CK: 153658			212.18		
	101	42110-01-433.00	DUES & SUBSCRIPTIONS			212.18	SEPT CLEAR CHARGES		
			REG. CHECK			1	212.18	212.18CR	0.00
							212.18	0.00	

01-202315 TWIN CITY HARDWARE									
I	PSI2217984	BROKEN LOCK REPAIRED	APBNK	10/12/2023	R	9/21/2023	217.50	217.50CR	
		G/L ACCOUNT		CK: 153659			217.50		
	101	41940-01-401.00	CONTRACTED BUILDING REPAIRS			217.50	BROKEN LOCK REPAIRED		
I	PSI2218279	PW LOCKS REPAIR	APBNK	10/12/2023	R	9/22/2023	135.00	135.00CR	
		G/L ACCOUNT		CK: 153659			135.00		
	101	41520-01-391.00	P.C. MAINTENANCE			135.00	PW LOCKS REPAIR		
I	PSI2221373	RPR CITY HALL CAGE LOCK	APBNK	10/12/2023	R	10/04/2023	465.00	465.00CR	
		G/L ACCOUNT		CK: 153659			465.00		
	101	41940-01-401.00	CONTRACTED BUILDING REPAIRS			465.00	RPR CITY HALL CAGE LOCK		

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			REG. CHECK			1		817.50	817.50CR	0.00
								817.50	0.00	
01-003048 US BANK EQUIPMENT FINANCE										
I 512234071		IM C3500 LEASE PAYMENT	APBNK 10/12/2023 R			10/01/2023		173.00	173.00CR	
		G/L ACCOUNT	CK: 153660					173.00		
	101 41810-01-580.00	OTHER EQUIPMENT					173.00	IM C3500 LEASE PAYMENT		
			REG. CHECK			1		173.00	173.00CR	0.00
								173.00	0.00	
01-004677 US ICE RINK ASSOCIATION										
I 3141		FACILITY MEMBERSHIP	APBNK 10/12/2023 R			10/04/2023		275.00	275.00CR	
		G/L ACCOUNT	CK: 153661					275.00		
	650 45130-01-433.00	DUES & SUBSCRIPTIONS					275.00	FACILITY MEMBERSHIP		
			REG. CHECK			1		275.00	275.00CR	0.00
								275.00	0.00	
01-000847 VALLEY-RICH CO INC										
I 32568		GATE VALVE REPAIRS	APBNK 10/12/2023 R			8/25/2023		8,305.50	8,305.50CR	
		G/L ACCOUNT	CK: 153662					8,305.50		
	601 49400-01-403.00	CONTRACTED R & M-OTHER IMPROV					8,305.50	GATE VALVE REPAIRS		
			REG. CHECK			1		8,305.50	8,305.50CR	0.00
								8,305.50	0.00	
01-220480 VERIZON WIRELESS										
I 9945152162		CELLULAR SERVICE 09/23/2023	APBNK 10/12/2023 R			9/23/2023		2,875.16	2,875.16CR	
		G/L ACCOUNT	CK: 153663					2,875.16		
	101 41110-01-321.00	TELEPHONE COSTS					41.41	CELLULAR SERVICE 09/23/2023		
	101 41320-01-321.00	TELEPHONE COSTS					114.94	CELLULAR SERVICE 09/23/2023		
	101 41910-01-329.00	OTHER COMMUNICATION COSTS					365.69	CELLULAR SERVICE 09/23/2023		
	101 41940-01-321.00	TELEPHONE COSTS					91.10	CELLULAR SERVICE 09/23/2023		
	101 43121-01-321.00	TELEPHONE COSTS					198.32	CELLULAR SERVICE 09/23/2023		
	101 45100-01-321.00	TELEPHONE COSTS					502.00	CELLULAR SERVICE 09/23/2023		
	101 45100-30-321.00	TELEPHONE COSTS					41.41	CELLULAR SERVICE 09/23/2023		
	101 45202-01-321.00	TELEPHONE COSTS					469.84	CELLULAR SERVICE 09/23/2023		
	601 49400-01-321.00	TELEPHONE COSTS					254.56	CELLULAR SERVICE 09/23/2023		

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		602 49450-01-321.00	TELEPHONE COSTS			254.56		CELLULAR SERVICE	09/23/2023	
		603 49500-01-321.00	TELEPHONE COSTS			407.10		CELLULAR SERVICE	09/23/2023	
		101 41520-01-321.00	TELEPHONE COSTS			46.41		CELLULAR SERVICE	09/23/2023	
		101 43100-01-321.00	TELEPHONE COSTS			87.82		CELLULAR SERVICE	09/23/2023	
I 9945152163		BACK UP DIALER SCADA	APBNK 10/12/2023 R			9/23/2023		54.17	54.17CR	
		G/L ACCOUNT	CK: 153663					54.17		
		601 49400-01-321.00	TELEPHONE COSTS			18.06		BACK UP DIALER SCADA		
		603 49500-01-321.00	TELEPHONE COSTS			18.06		BACK UP DIALER SCADA		
		602 49450-01-321.00	TELEPHONE COSTS			18.05		BACK UP DIALER SCADA		
			REG. CHECK			1		2,929.33	2,929.33CR	0.00
								2,929.33	0.00	
01-002340 VONBANK LAWN CARE										
I 26343		OCTOBER LAWN SERVICES	APBNK 10/12/2023 R			10/08/2023		1,700.00	1,700.00CR	
		G/L ACCOUNT	CK: 153665					1,700.00		
		101 45202-01-409.00	OTHER CONTRACTED REPAIR & MAIN			1,700.00		OCTOBER LAWN SERVICES		
			REG. CHECK			1		1,700.00	1,700.00CR	0.00
								1,700.00	0.00	
01-003324 WENZEL PLUMBING										
I 36309		RPZ / BACKFLOW TESTING	APBNK 10/12/2023 R			9/27/2023		6,120.00	6,120.00CR	
		G/L ACCOUNT	CK: 153666					6,120.00		
		101 45202-01-403.00	CONTRACTED R & M-OTHER IMPROV			6,120.00		RPZ / BACKFLOW TESTING		
			REG. CHECK			1		6,120.00	6,120.00CR	0.00
								6,120.00	0.00	
01-006050 WHEELCO TRUCK & TRAILER										
I INV410304		DIFFERENTIAL FOR PLOW TRUCK	APBNK 10/12/2023 R			9/20/2023		7,619.12	7,619.12CR	
		G/L ACCOUNT	CK: 153667					7,619.12		
		101 43100-01-221.00	EQUIPMENT PARTS			7,619.12		DIFFERENTIAL FOR PLOW TRUCK		
			REG. CHECK			1		7,619.12	7,619.12CR	0.00
								7,619.12	0.00	

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01-231910 WSB AND ASSOCIATES INC										
I	10738-000-7	SWAMP SUBSCRIPTION	APBNK	10/12/2023	R	9/26/2023		3,000.00	3,000.00CR	
		G/L ACCOUNT		CK: 153668				3,000.00		
	603	49500-01-405.00	MS4	PERMIT COMPLIANCE			3,000.00	SWAMP SUBSCRIPTION		
I	11658-000-52	DUNMORE 2ND ADDITION	APBNK	10/12/2023	R	9/30/2023		80.00	80.00CR	
		G/L ACCOUNT		CK: 153668				80.00		
	403	48000-01-303.00	ENGINEERING	FEES			80.00	DUNMORE 2ND ADDITION		
I	11659-000-44	HARMONY VILLAS 2ND ADDITION	APBNK	10/12/2023	R	9/30/2023		400.00	400.00CR	
		G/L ACCOUNT		CK: 153668				400.00		
	442	48000-01-303.00	ENGINEERING	FEES			400.00	HARMONY VILLAS 2ND ADDITION		
I	13547-000-41	CARAMORE CROSSINGS 1, 2 & 3	APBNK	10/12/2023	R	9/30/2023		1,812.75	1,812.75CR	
		G/L ACCOUNT		CK: 153668				1,812.75		
	454	48000-01-303.00	ENGINEERING	FEES			604.25	CARAMORE CROSSINGS 1, 2 & 3		
	464	48000-01-303.00	ENGINEERING	FEES			604.25	CARAMORE CROSSINGS 1, 2 & 3		
	404	48000-01-303.00	ENGINEERING	FEES			604.25	CARAMORE CROSSINGS 1, 2 & 3		
I	14675-000-39	BELLA VISTA 7TH ADDITION	APBNK	10/12/2023	R	9/30/2023		80.00	80.00CR	
		G/L ACCOUNT		CK: 153668				80.00		
	426	48000-01-303.00	ENGINEERING	FEES			80.00	BELLA VISTA 7TH ADDITION		
I	16720-000-20	DOOLIN HEIGHTS	APBNK	10/12/2023	R	9/30/2023		400.00	400.00CR	
		G/L ACCOUNT		CK: 153668				400.00		
	422	48000-01-303.00	ENGINEERING	FEES			400.00	DOOLIN HEIGHTS		
I	16789-000-30	EMERALD ISLE	APBNK	10/12/2023	R	9/30/2023		146.25	146.25CR	
		G/L ACCOUNT		CK: 153668				146.25		
	402	48000-01-303.00	ENGINEERING	FEES			146.25	EMERALD ISLE		
I	16934-000-30	ARDAN PLACE	APBNK	10/12/2023	R	9/30/2023		113.00	113.00CR	
		G/L ACCOUNT		CK: 153668				113.00		
	460	48000-01-303.00	ENGINEERING	FEES			113.00	ARDAN PLACE		
I	17499-000-28	EMERALD ISLE 2ND ADDITION	APBNK	10/12/2023	R	9/30/2023		690.75	690.75CR	
		G/L ACCOUNT		CK: 153668				690.75		
	461	48000-01-303.00	ENGINEERING	FEES			690.75	EMERALD ISLE 2ND ADDITION		
I	17500-000-29	MEADOW RIDGE 4TH ADDITION	APBNK	10/12/2023	R	9/30/2023		607.00	607.00CR	
		G/L ACCOUNT		CK: 153668				607.00		
	430	48000-01-303.00	ENGINEERING	FEES			607.00	MEADOW RIDGE 4TH ADDITION		
I	17748-000-27	AMBER FIELDS	APBNK	10/12/2023	R	9/30/2023		292.50	292.50CR	
		G/L ACCOUNT		CK: 153668				292.50		
	467	48000-01-303.00	ENGINEERING	FEES			292.50	AMBER FIELDS		

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I 17930-000-26		DUNMORE 3RD ADDITION	APBNK	10/12/2023	R	9/30/2023		560.00	560.00CR	
		G/L ACCOUNT		CK: 153668				560.00		
	463 48000-01-303.00	ENGINEERING FEES					560.00	DUNMORE 3RD ADDITION		
I 18074-000-22		CONNEMARA TR-EMERALD ISLE E	APBNK	10/12/2023	R	9/30/2023		146.25	146.25CR	
		G/L ACCOUNT		CK: 153668				146.25		
	462 48000-01-303.00	ENGINEERING FEES					146.25	CONNEMARA TR-EMERALD ISLE EXT		
I 18351-000-24		BOULDER AVE EXTENSION	APBNK	10/12/2023	R	9/30/2023		2,194.50	2,194.50CR	
		G/L ACCOUNT		CK: 153668				2,194.50		
	469 48000-01-303.00	ENGINEERING FEES					2,194.50	BOULDER AVE EXTENSION		
I 18668-000-16		OMNI BREWING	APBNK	10/12/2023	R	9/30/2023		113.00	113.00CR	
		G/L ACCOUNT		CK: 153668				113.00		
	407 48000-01-303.00	ENGINEERING FEES					113.00	OMNI BREWING		
I 19220-000-18		RICH VALLEY 1ST ADDITION	APBNK	10/12/2023	R	9/30/2023		621.50	621.50CR	
		G/L ACCOUNT		CK: 153668				621.50		
	471 48000-01-303.00	ENGINEERING FEES					621.50	RICH VALLEY 1ST ADDITION		
I 19324-000-16		TALAMORE 2ND ADDITION	APBNK	10/12/2023	R	9/30/2023		788.25	788.25CR	
		G/L ACCOUNT		CK: 153668				788.25		
	472 48000-01-303.00	ENGINEERING FEES					788.25	TALAMORE 2ND ADDITION		
I 19687-000-16		CENTRAL PARK MASTER PLAN	APBNK	10/12/2023	R	9/30/2023		1,272.50	1,272.50CR	
		G/L ACCOUNT		CK: 153668				1,272.50		
	205 49005-01-530.00	IMPROVEMENTS OTHER THAN BLDGS					1,272.50	CENTRAL PARK MASTER PLAN		
I 19708-000-17		EMERALD ISLE 3RD ADDITION	APBNK	10/12/2023	R	9/30/2023		634.25	634.25CR	
		G/L ACCOUNT		CK: 153668				634.25		
	433 48000-01-303.00	ENGINEERING FEES					634.25	EMERALD ISLE 3RD ADDITION		
I 19979-000-6		ROSEWOOD CROSSING 2ND ADDIT	APBNK	10/12/2023	R	9/30/2023		655.75	655.75CR	
		G/L ACCOUNT		CK: 153668				655.75		
	465 48000-01-303.00	ENGINEERING FEES					655.75	ROSEWOOD CROSSING 2ND ADDITION		
I 20079-000-17		AMBER FIELDS 2ND ADDITION	APBNK	10/12/2023	R	9/30/2023		877.50	877.50CR	
		G/L ACCOUNT		CK: 153668				877.50		
	439 48000-01-303.00	ENGINEERING FEES					877.50	AMBER FIELDS 2ND ADDITION		
I 20403-000-14		AMBER FIELDS 3RD ADDITION	APBNK	10/12/2023	R	9/30/2023		508.50	508.50CR	
		G/L ACCOUNT		CK: 153668				508.50		
	408 48000-01-303.00	ENGINEERING FEES					508.50	AMBER FIELDS 3RD ADDITION		
I 20570-000-16		AMBER FIELDS 4TH ADDITION	APBNK	10/12/2023	R	9/30/2023		924.50	924.50CR	
		G/L ACCOUNT		CK: 153668				924.50		
	425 48000-01-303.00	ENGINEERING FEES					585.50	AMBER FIELDS 4TH ADDITION		

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
		488 48000-01-303.00	ENGINEERING FEES			339.00		AMBER FIELDS	4TH ADDITION	
I 20605-000-14		AMBER FIELDS 5TH ADDITION	APBNK 10/12/2023	R		9/30/2023		1,265.25	1,265.25CR	
		G/L ACCOUNT	CK: 153668					1,265.25		
		441 48000-01-303.00	ENGINEERING FEES			926.25		AMBER FIELDS	5TH ADDITION	
		425 48000-01-303.00	ENGINEERING FEES			56.50		AMBER FIELDS	5TH ADDITION	
		489 48000-01-303.00	ENGINEERING FEES			282.50		AMBER FIELDS	5TH ADDITION	
I 20681-000-12		FRANA PRODUCTION FACILITY	APBNK 10/12/2023	R		9/30/2023		480.00	480.00CR	
		G/L ACCOUNT	CK: 153668					480.00		
		477 48000-01-303.00	ENGINEERING FEES			480.00		FRANA PRODUCTION FACILITY		
I 20822-000-10		LIFETIME CLUB DEVELOPMENT	APBNK 10/12/2023	R		9/30/2023		5,215.25	5,215.25CR	
		G/L ACCOUNT	CK: 153668					5,215.25		
		476 48000-01-303.00	ENGINEERING FEES			5,215.25		LIFETIME CLUB DEVELOPMENT		
I 20847-000-12		ECHELON AT AMBER FIELDS	APBNK 10/12/2023	R		9/30/2023		3,145.75	3,145.75CR	
		G/L ACCOUNT	CK: 153668					3,145.75		
		475 48000-01-303.00	ENGINEERING FEES			3,145.75		ECHELON AT AMBER FIELDS		
I 21037-000-7		AUTUMN TERRACE	APBNK 10/12/2023	R		9/30/2023		292.50	292.50CR	
		G/L ACCOUNT	CK: 153668					292.50		
		485 48000-01-303.00	ENGINEERING FEES			292.50		AUTUMN TERRACE		
I 21280-000-9		SCHAFER RICHARDSON APARTMEN	APBNK 10/12/2023	R		9/30/2023		633.25	633.25CR	
		G/L ACCOUNT	CK: 153668					633.25		
		481 48000-01-303.00	ENGINEERING FEES			633.25		SCHAFER RICHARDSON APARTMENTS		
I 21290-000-12		ROERS CO - ROSEMOUNT APTS	APBNK 10/12/2023	R		9/30/2023		2,287.25	2,287.25CR	
		G/L ACCOUNT	CK: 153668					2,287.25		
		480 48000-01-303.00	ENGINEERING FEES			2,287.25		ROERS CO - ROSEMOUNT APTS		
I 21433-000-4		DRIVER AVENUE ESC	APBNK 10/12/2023	R		9/30/2023		508.50	508.50CR	
		G/L ACCOUNT	CK: 153668					508.50		
		628 48000-01-303.00	ENGINEERING FEES			508.50		DRIVER AVENUE ESC		
I 21700-000-8		2023 GENERAL STORMWATER	APBNK 10/12/2023	R		9/30/2023		470.50	470.50CR	
		G/L ACCOUNT	CK: 153668					470.50		
		474 48000-01-303.00	ENGINEERING FEES			287.00		2023 GENERAL STORMWATER		
		603 49500-01-303.00	ENGINEERING FEES			183.50		2023 GENERAL STORMWATER		
I 21893-000-5		ROSEWOOD COMMONS 2ND ADDITI	APBNK 10/12/2023	R		9/30/2023		877.50	877.50CR	
		G/L ACCOUNT	CK: 153668					877.50		
		490 48000-01-303.00	ENGINEERING FEES			877.50		ROSEWOOD COMMONS 2ND ADDITION		
I 21997-000-8		2023 STREET IMPV PROJECT	APBNK 10/12/2023	R		9/30/2023		46,004.50	46,004.50CR	
		G/L ACCOUNT	CK: 153668					46,004.50		
		486 48000-01-303.00	ENGINEERING FEES			46,004.50		2023 STREET IMPV PROJECT		

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 22008-000-7		ERICKSON MASTER PLAN	APBNK	10/12/2023	R	9/30/2023		91.50	91.50CR	
		G/L ACCOUNT		CK: 153668				91.50		
	205	49005-01-530.00	IMPROVEMENTS	OTHER THAN BLDGS			91.50	ERICKSON MASTER PLAN		
I 22322-000-7		CHANNEL AUAR REVIEW	APBNK	10/12/2023	R	9/30/2023		216.00	216.00CR	
		G/L ACCOUNT		CK: 153668				216.00		
	101	41910-01-319.00	OTHER	PROFESIONAL SERVICES			216.00	CHANNEL AUAR REVIEW		
I 2235-150-54		SKB EXPANSION PLAN REVIEW	APBNK	10/12/2023	R	9/30/2023		80.00	80.00CR	
		G/L ACCOUNT		CK: 153668				80.00		
	478	48000-01-303.00	ENGINEERING	FEES			80.00	SKB EXPANSION PLAN REVIEW		
I 2235-300-65		BELLA VISTA 5TH ADDITION	APBNK	10/12/2023	R	9/30/2023		80.00	80.00CR	
		G/L ACCOUNT		CK: 153668				80.00		
	435	48000-01-303.00	ENGINEERING	FEES			80.00	BELLA VISTA 5TH ADDITION		
I 22437-000-5		TALAMORE PARK SURVEY	APBNK	10/12/2023	R	9/30/2023		906.00	906.00CR	
		G/L ACCOUNT		CK: 153668				906.00		
	205	49005-01-535.00	IMPROVEMENTS	OTHER THAN BLDGS			906.00	TALAMORE PARK SURVEY		
I 22560-000-5		FHR SOLAR SITE ESC	APBNK	10/12/2023	R	9/30/2023		1,655.50	1,655.50CR	
		G/L ACCOUNT		CK: 153668				1,655.50		
	603	49500-01-303.00	ENGINEERING	FEES			1,655.50	FHR SOLAR SITE ESC		
I 22713-000-5		BROCKWAY POND OUTLET IMPV	APBNK	10/12/2023	R	9/30/2023		692.00	692.00CR	
		G/L ACCOUNT		CK: 153668				692.00		
	603	49500-01-303.00	ENGINEERING	FEES			692.00	BROCKWAY POND OUTLET IMPV		
I 22714-000-4		2023 MS4 & MONITORING	APBNK	10/12/2023	R	9/30/2023		1,908.50	1,908.50CR	
		G/L ACCOUNT		CK: 153668				1,908.50		
	603	49500-01-405.00	MS4	PERMIT COMPLIANCE			1,908.50	2023 MS4 & MONITORING		
I 22825-000-4		2023 MSA TRAFFIC COUNTS	APBNK	10/12/2023	R	9/30/2023		173.00	173.00CR	
		G/L ACCOUNT		CK: 153668				173.00		
	101	43121-01-303.00	ENGINEERING	FEES			173.00	2023 MSA TRAFFIC COUNTS		
I 22911-000-4		AKRON-CONNEMARA TRAFFIC STU	APBNK	10/12/2023	R	9/30/2023		7,758.00	7,758.00CR	
		G/L ACCOUNT		CK: 153668				7,758.00		
	101	43121-01-303.00	ENGINEERING	FEES			7,758.00	AKRON-CONNEMARA TRAFFIC STUDY		
I 23065-000-3		PW-PD CAMPUS SITE	APBNK	10/12/2023	R	9/30/2023		3,721.25	3,721.25CR	
		G/L ACCOUNT		CK: 153668				3,721.25		
	421	48000-01-303.00	ENGINEERING	FEES			3,721.25	PW-PD CAMPUS SITE		
I 23270-000-2		TALAMORE PARK FINAL DESIGN	APBNK	10/12/2023	R	9/30/2023		6,270.75	6,270.75CR	
		G/L ACCOUNT		CK: 153668				6,270.75		
	205	49005-01-535.00	IMPROVEMENTS	OTHER THAN BLDGS			6,270.75	TALAMORE PARK FINAL DESIGN		

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 23278-000-2		ARDAN PLACE 2ND ADDITION ES APBNK 10/12/2023 R				9/30/2023		651.50	651.50CR	
		G/L ACCOUNT		CK: 153668				651.50		
	473 48000-01-303.00	ENGINEERING FEES				495.25		ARDAN PLACE 2ND ADDITION ESC		
	460 48000-01-303.00	ENGINEERING FEES				156.25		ARDAN PLACE 2ND ADDITION ESC		
I 23409-000-1		2023 BRIDGE SAFETY INSPECTI APBNK 10/12/2023 R				9/30/2023		1,583.50	1,583.50CR	
		G/L ACCOUNT		CK: 153668				1,583.50		
	101 43121-01-303.00	ENGINEERING FEES				1,583.50		2023 BRIDGE SAFETY INSPECTIONS		
I 23450-000-1		FH ACCESS TRAIL DESIGN APBNK 10/12/2023 R				9/30/2023		1,750.75	1,750.75CR	
		G/L ACCOUNT		CK: 153668				1,750.75		
	205 49005-01-537.00	IMPROVEMENTS OTHER THAN BLDGS				1,750.75		FH ACCESS TRAIL DESIGN		
I 23542-000-1		AMBER FIELDS 13TH ADDITION APBNK 10/12/2023 R				9/30/2023		866.50	866.50CR	
		G/L ACCOUNT		CK: 153668				866.50		
	496 48000-01-303.00	ENGINEERING FEES				866.50		AMBER FIELDS 13TH ADDITION		
I 23574-000-1		2023 DATAFI SUBSCRIPTION APBNK 10/12/2023 R				9/30/2023		2,500.00	2,500.00CR	
		G/L ACCOUNT		CK: 153668				2,500.00		
	101 43121-01-394.00	P.C. SOFTWARE PURCHASES				500.00		2023 DATAFI SUBSCRIPTION		
	101 45202-01-394.00	P.C. SOFTWARE PURCHASES				500.00		2023 DATAFI SUBSCRIPTION		
	601 49400-01-394.00	P.C. SOFTWARE PURCHASES				500.00		2023 DATAFI SUBSCRIPTION		
	602 49450-01-394.00	P.C. SOFTWARE PURCHASES				500.00		2023 DATAFI SUBSCRIPTION		
	603 49500-01-394.00	P.C. SOFTWARE PURCHASES				500.00		2023 DATAFI SUBSCRIPTION		
I 23763-000-1		AMBER FIELDS 11TH ADDITION APBNK 10/12/2023 R				9/30/2023		444.75	444.75CR	
		G/L ACCOUNT		CK: 153668				444.75		
	494 48000-01-303.00	ENGINEERING FEES				444.75		AMBER FIELDS 11TH ADDITION		
I 23764-000-1		AMBER FIELDS 12TH ADDITION APBNK 10/12/2023 R				9/30/2023		1,037.50	1,037.50CR	
		G/L ACCOUNT		CK: 153668				1,037.50		
	495 48000-01-303.00	ENGINEERING FEES				1,037.50		AMBER FIELDS 12TH ADDITION		
		REG. CHECK				1		110,486.00	110,486.00CR	0.00
								110,486.00	0.00	

01-240010 XCEL ENERGY

I 0010071743-0	9/23	FH REC COMPLEX IRRIGATION APBNK 10/12/2023 R				9/22/2023		1,036.24	1,036.24CR	
		G/L ACCOUNT		CK: 153674				1,036.24		
	101 45202-01-381.00	ELECTRIC UTILITIES				1,036.24		FH REC COMPLEX IRRIGATION		
I 0010575696-0	9/23	ERICKSON PARK TENNIS COURTS APBNK 10/12/2023 R				9/22/2023		768.32	768.32CR	
		G/L ACCOUNT		CK: 153674				768.32		
	101 45202-01-381.00	ELECTRIC UTILITIES				768.32		ERICKSON PARK TENNIS COURTS		
I 0011108910-3	9/23	RSMT SC-ACTIVITY CENTER APBNK 10/12/2023 R				9/22/2023		2,020.29	2,020.29CR	
		G/L ACCOUNT		CK: 153674				2,020.29		
	101 45100-30-381.00	ELECTRIC UTILITIES				2,020.29		RSMT SC-ACTIVITY CENTER		

PACKET: 06810 10/12/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

I 0013089608-6	9/23	WELCOME SIGN - SOUTH	APBNK	10/12/2023	R	9/22/2023		15.24	15.24CR	
		G/L ACCOUNT		CK: 153674				15.24		
	608	49508-01-381.00	ELECTRIC UTILITIES				15.24	WELCOME SIGN - SOUTH		
I 0013530257-8	9/23	FLASHING PEDESTRIAN LIGHT	APBNK	10/12/2023	R	9/22/2023		13.23	13.23CR	
		G/L ACCOUNT		CK: 153674				13.23		
	608	49508-01-381.00	ELECTRIC UTILITIES				13.23	FLASHING PEDESTRIAN LIGHT		
I 0014429306-4	9/23	POLICE & PUBLIC WORKS BUILD	APBNK	10/12/2023	R	9/28/2023		34.27	34.27CR	
		G/L ACCOUNT		CK: 153674				34.27		
	421	48000-01-381.00	ELECTRIC UTILITIES				34.27	POLICE & PUBLIC WORKS BUILDING		
I 0519839-2	9/23	UMORE LIGHTS & IRRIGATION	APBNK	10/12/2023	R	9/22/2023		652.09	652.09CR	
		G/L ACCOUNT		CK: 153674				652.09		
	101	45202-01-381.00	ELECTRIC UTILITIES				652.09	UMORE LIGHTS & IRRIGATION		
I 8053588-8	9/23	SIGNAL & STREET LIGHTS	APBNK	10/12/2023	R	9/22/2023		130.98	130.98CR	
		G/L ACCOUNT		CK: 153674				130.98		
	101	43121-01-381.00	ELECTRIC UTILITIES				58.47	SIGNAL & STREET LIGHTS		
	608	49508-01-381.00	ELECTRIC UTILITIES				72.51	SIGNAL & STREET LIGHTS		
			REG. CHECK			1		4,670.66	4,670.66CR	0.00
								4,670.66	0.00	

01-003480 YALE MECHANICAL LLC										
I 247245		SUMMER HVAC MAINT-FS #2	APBNK	10/12/2023	R	10/06/2023		462.00	462.00CR	
		G/L ACCOUNT		CK: 153675				462.00		
	101	41940-01-319.00	OTHER PROFESSIONAL SERVICES				462.00	SUMMER HVAC MAINT-FS #2		
			REG. CHECK			1		462.00	462.00CR	0.00
								462.00	0.00	

PACKET: 06810 10/12/2023 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	1,094,315.03CR
201	PORT AUTHORITY FUND	2,549.42CR
202	BUILDING CIP FUND	338.00CR
203	STREET CIP FUND	7,537.50CR
205	PARK IMPROVEMENT FUND	14,403.13CR
206	INSURANCE FUND	10,145.28CR
207	EQUIPMENT CIP FUND	29,342.39CR
208	DUI FORFEITURE FUND	23.98CR
242	TIF DOWNTOWN-BROCKWAY	132.50CR
402	EMERALD ISLE	146.25CR
403	DUNMORE 2ND ADDITION	80.00CR
404	CARAMORE CROSSING 3RD	604.25CR
407	OMNI BREWING	113.00CR
408	AMBER FIELDS 3RD ADDITION	508.50CR
421	PD & PW BUILDINGS PROJECT	5,305.52CR
422	DOOLIN HEIGHTS	400.00CR
425	AMBER FIELDS 4TH ADDITION	642.00CR
426	BELLA VISTA 7TH ADDITION	80.00CR
430	MEADOW RIDGE 4TH ADDITION	607.00CR
433	EMERALD ISLE 3RD ADDITION	634.25CR
435	BELLA VISTA 5TH ADDITION	80.00CR
439	AMBER FIELDS 2 OUTLOT G	877.50CR
441	AMBER FIELDS 5TH ADDITION	926.25CR
442	HARMONY VILLAS 2ND ADD'N	400.00CR
446	BONAIRE PATH	161.00CR
454	CARAMORE CROSSING	961.25CR
460	ARDAN PLACE	269.25CR
461	EMERALD ISLE 2ND ADD'N	690.75CR
462	CONNEMARA TR-EMERALD EXT	146.25CR
463	DUNMORE 3RD ADDITION	560.00CR
464	CARAMORE CROSSING 2ND	604.25CR
465	ROSEWOOD CROSSING 2ND	655.75CR
467	AMBER FIELDS	292.50CR
469	BOUDLER AVENUE EXTENSION	2,194.50CR
471	RICH VALLEY 1ST ADDITION	621.50CR
472	BESTER PROPERTY	788.25CR
473	ARDAN PLACE 2ND ADDITION	495.25CR
474	PROJECT BIGFOOT	287.00CR
475	AMBER FIELDS 7TH	3,145.75CR
476	LIFE TIME CLUB	2,550,113.76CR
477	FRANA PRODUCTION FACILITY	480.00CR
478	SKB EXPANSION	80.00CR
480	ROERS APARTMENTS	2,287.25CR
481	SCHAFER RICHARDSON APART	633.25CR
483	AKRON AVE SOUTH EXT	13,598.60CR
485	AUTUMN TERRACE	292.50CR

PACKET: 06810 10/12/2023 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
486	2023 PAVEMENT MANAGEMENT	46,004.50CR
488	AMBER FIELDS 9TH	339.00CR
489	AMBER FIELDS 10TH	282.50CR
490	ROSEWOOD COMMONS 2ND ADD	877.50CR
494	AMBER FIELDS 11TH	444.75CR
495	AMBER FIELDS 12TH	1,037.50CR
496	AMBER FIELDS 13TH	866.50CR
601	WATER UTILITY FUND	30,653.76CR
602	SEWER UTILITY FUND	155,822.47CR
603	STORM WATER UTILITY FUND	8,984.31CR
608	STREET LIGHT UTILITY FUND	441.91CR
628	DRIVER AVE & TRK SWR EXT	508.50CR
650	ARENA FUND	3,383.36CR
** TOTALS **		3,999,196.92CR

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

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS	2	1,600.00	1,600.00CR	0.00
		1,600.00	0.00	
REG-CHECKS	131	3,997,596.92	3,997,596.92CR	0.00
		3,997,596.92	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	133	3,999,196.92	3,999,196.92CR	0.00
		3,999,196.92	0.00	

ERRORS:

0

WARNINGS:

0



10/12/2023

**ROSEMOUNT CITY COUNCIL
REGULAR MEETING PROCEEDINGS
OCTOBER 3, 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, October 3, 2023, at 7:00 PM. in Rosemount Council Chambers, 2875 145th Street West.

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

APPROVAL OF AGENDA

Motion by Weisensel Second by Freske

Motion to approve agenda

Ayes: 5.

Nays: None. Motion Carried .

PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS

None

PUBLIC COMMENT

Michael Pekarik

13572 Dellwood Way

Mr. Pekarik asked several questions regarding the proposed Meta facility and requested any action be postponed until residents approve of the plans. Mr. Pekarik also requested the two ordinance updates on the consent agenda be pulled as he wasn't able to determine the updates made.

Linda Nara

15039 Derby Circle

Ms. Nara recaptured an article stating there are similarities between the article and the proposed Meta Facility in Rosemount and the future of the area being a 15-minute city questioning how this is being funded and why it is needed in Rosemount. Ms. Nara also stated Rosemount has seen enough change for a while.

Jamie Tway

15669 Cornell Trail

Ms. Tway voiced concerns regarding the proposed Meta Facility; the history of the land, environmental and health impact, tax burden on residents and concerns about a non-disclosure agreement and concerns about why the public is first hearing about it now. Ms. Tway also questioned why Meta is interested in Rosemount and if there are Federal funds involved

for this project.

Al Viall

14235 Azalea Path

Mr. Viall voiced concerns regarding the proposed Meta Facility; concerns over the non-disclosure agreement, the environmental impact, impact on the electrical grid, impact on the water system and how Meta will handle toxic waste. Mr. Viall stated that as a candidate for City Council, he cannot support this project.

Kathy Pritchard

15703 Crystal Path

Ms. Pritchard recapped quotes stating Rosemount is a great place to live, work and do business. Ms. Pritchard has been connected and involved for many years in Rosemount and no longer feels Rosemount is on the right track.

Raul Estrata

8302 143rd Street West

Apple Valley

He expressed concerns regarding the proposed Meta Facility; does Rosemount do their own environmental report, what is the financial gain for the proposed facility and stated Senator Bernie Sanders was in the area recently and questioned if the visit was regarding the facility. He also stated how he works with a lot of communities and discussed the differences between multi-unit housing versus single-family homes and mentioned the number of homeless people and shelters.

Angela Zorn

15932 Garden View Drive

Apple Valley

Ms. Zorn expressed concerns regarding the proposed Meta Facility; specifically the non-disclosure agreement and why the public was left out of the negotiations for the land. Ms. Zorn stated she does not trust Meta and is skeptical about the City approving without the public asking questions.

Julie Barner

9836 Alaureate Court

Inver Grove Heights

Ms. Barner expressed concerns about the plans for UMore Park and the amount of growth it will add to the area. Ms. Barner also questioned the next chapter of development and does not approve of the UMore Property plans.

Michael Pekrik
13572 Dellwood Way

Mr. Pekrik expressed concerns about losing the small town feel and requested to put the proposed Meta center on hold in addition to the two proposed ordinance updates on the consent agenda.

Robert Hendel
3355 Upper 143rd Street West

Mr. Hendel expressed concerns regarding the additional growth and the maintenance of keeping up with the roads and whether residents' taxes would go up. Mr. Hendel also expressed concerns about not receiving public notice of a meeting.

Lisa Lyons
16213 Hominy Path
Lakeville, MN

Ms. Lyons stated she is here to support the others present and request to ahold on the project as there are a lot of concerns regarding the project.

Public Comment closed at 7:48 p.m.

RESPONSE TO PUBLIC COMMENT

Mayor Weisensel provided a statement in response to the September 19th regular meeting:

"Thank you for being here today. I want to take some time to address the questions that were raised at, and since, the council meeting last week regarding Project Bigfoot and our work with Jimnist, LLC., the history of its development, and the current issues in play. Because most of the issues brought forward will apply to any business inquiry and development project that comes before the city, I will answer questions through the broad lens of Community Development. First, I'll talk about the how, then the why, and finally, some questions specific to the land in question. Please be aware that these answers are available in writing, by request.

Regarding Why Cities Utilize Code Names in Development: Large companies are often sensitive to news of their location and growth plans getting out ahead of official announcements. Plans often have competitive implications for real estate negotiations, employee retention (if a relocation is being considered), and potential impacts to stock prices if development plans change or are released ahead of schedule. The reality is that businesses typically "shop around" until they are fairly certain that they have found the right spot to develop. Their goal is to minimize the risk and financial investment until they have done their homework. This homework includes working with the City to analyze planning and zoning requirements, public infrastructure such as roads or energy requirements, researching real estate availability, workforce needs, and any potential conflicts, just to name a few. While confidential transactions are common in the site selection and real estate development industry, government is associated with transparency and publicly available information. Because actions taken by city commissions and City Council are open to the public, certain businesses are often hesitant to make applications to the City until they are well-along their own process of site selection and due diligence. So code names and NDAs are quite common in pre-approval

stage. Like many projects our Community Development team works with, it is not about the “who”. We are required to focus on what type of business it is, if and how it integrates into the growth plans of the community, and whether it conforms with City Code. For example, if a hamburger restaurant wants to develop in Rosemount and meets all code and development requirements, they will move through the development process regardless of whether they are White Castle or Smash Burger or Outback Steakhouse.

Developing in a smart, safe, and intentional way requires planning. The Comprehensive Plan guides our work and plans for the future, as required by the Metropolitan Council. The Comprehensive Plan does not force any outcome. For example....if land is currently zoned agriculture, but guided for business development in the future, the land would not change to business park until the owner applies for that change via a rezoning application. At that point, it is their choice on who they sell to. Rosemount’s Comp Plan offers a Future Land Use Plan that guides development opportunities as they arise. For example...UMore land has been used for agriculture research for many years. When the University’s Board of Regents decided to sell land, our Land Use Plan allows for a change in zoning from Ag to Business Park in order to align with the 2040 Comprehensive Plan. In this case, the University also has a land use plan for their real estate holdings. Per the University: “In 2015, the University's Board of Regents adopted a resolution guiding the future development direction of UMore Park. The University pivoted at that time from the 2008 Concept Master Plan that was quoted at the Council Meeting to a market-based approach to land sales. The future development at UMore Park is guided by the City's Land Use Plan and the AUAR [a document which studies environmental impacts].”

Why Rosemount? Development is a key goal of the City Council and has been for many years. Development brings jobs, services, and growth to Rosemount. These items are highly desired by many of our citizens as we’ve heard through public meetings, citizen surveys, and personal interactions since I’ve been on the city council. Development helps to increase the tax base for our city. This helps to distribute the tax burden and allows us to offer more services. For example: University of Minnesota has owned the UMore land for decades. Because it is a public university, they do not pay taxes on the land. The new land use designation of Business Park will prompt any new ownership to pay taxes on the land – bringing in more funding for amenities and services while decreasing the cost of services for residents. Rosemount is highly desirable to businesses because we have the last remaining parcels of land available in the Twin Cities metro. We have proximity to main highways, the airport, the river, etc. Finally, we were able to work with the University to answer some project specific questions regarding land and cultural implications of this project.

Regarding Environmental Concerns at the UMore Site. Per the University: “The University has completed a Remedial Investigation of the UMore Park Property under the supervision of the Minnesota Pollution Control Agency. As part of the Remedial Investigation, the University held public meetings in Rosemount to share the results. The complete reports can be found on the University's website.” “As a result of these investigations, the University does not believe there are any environmental issues with the 280 acres and expects that Jimnista has completed its

own environmental investigation of the property as well.”

Regarding Water usage at the proposed site: Every business has varying needs for water usage. Similar to our previous explanation on land use, our development practices guide us to make decisions and requirements based on current and future infrastructure needs throughout the entire city. As Rosemount develops to the East, we are constantly assessing the infrastructure demands that fit into our city planning. Regardless of WHO makes an inquiry, our planning process will be guided by the WHAT of a request. Specifically, does the proposed project work within the boundaries of what our current or planned infrastructure can handle. We expect this project to utilize water resources in the same range as other light- industrial properties we currently have in Rosemount and within the parameters forecasted for the City’s forecasted and permitted water use.

Regarding Cultural Concerns at the UMore Site: Per the University: “This broader area of Dakota County is situated on the traditional homelands of the Dakota. This 280-acre parcel has been used for agricultural purposes for decades. The Alternative Urban Areawide Review (AUAR) determined there were no historic or archeological sites on this 280-acre parcel.”

We appreciate everyone who has come forward with questions and concerns. Hopefully this response helps to clarify that we are driven by clear guidelines and process that keep us focused on the WHAT and not the WHO in business development. By abiding this framework as we work with business and landowners, we are supporting a free market economy, land use rights, and continued investment in a strong and successful future for Rosemount.”

The comments at tonight's public comment period will be discussed at the next regular meeting.

CONSENT AGENDA

Mayor Weisensel acknowledged the request for items 6.c. and 6.f. to be removed and noted for item 6.c. the updates are related to compliance and the regulations will impact any developer coming forward.

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

Motion to approve consent agenda with items 6.c, 6.f. and 6.h. removed

Ayes: 5.

Nays: None. Motion Carried.

- a. Bill Listings
- b. Minutes of the September 19, 2023 Regular Meeting Minutes
- c. Amendments to City Code, Title 10: Water Resources

Mayor Weisensel further explained the code update; noting the updates are to come into compliance with the Minnesota Municipal Separate Storm Sewer System and Construction Stormwater National Pollutant Discharge Elimination System.

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

Motion to Motion to adopt resolution approving summary publication of amendments to Title 10 of City Code and **Motion** to approve Rosemount amendments to Title 10 of City Code.

Ayes: 5.

Nays: None. Motion Carried.

- d. Declaration of Surplus Property
- e. Resolution for Counting Write-In Voters for Local Elective Office
- f. Amendments to City Code, Title 3: Business Regulations

Mayor Weisensel further explained the code update, noting the updates are not to be more restrictive than state statute for establishments with a liquor license wanting to include a patio area.

Motion by Council Member Theisen **Second by** Council Member Klimpel

1. **Motion to** Adopt an Ordinance Amending City Code Title 3 Chapter 1 Relating to Liquor Regulations
2. **Motion to** approve a Resolution Approving Summary Publication of Ordinance 2023-04 Relating to Liquor Regulations

Ayes: 5.

Nays: None. Motion Carried.

- g. Appointing Deputy City Clerks for Election Purpose
- h. Appointment of Election Judges for 2023 Election

Councilmember Klimpel abstained from voting as she is a candidate on the November 7th ballot.

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

Motion to Motion to approve the attached Resolution appointing election judges and officials for the 2023 Election.

Ayes: 4.

Nays: None. Motion approved .

- i. Accept Public Street and Utilities - Emerald Isle 3rd Addition
- j. Donation Acceptance from Xcel Energy

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

None

ANNOUNCEMENTS

a. City Staff Updates

Chief of Police Dahlstrom highlighted the kickoff of the annual Pink Patch Project.

b. Upcoming Community Calendar

Mayor Weisensel reviewed the calendar of events and upcoming meetings.

ADJOURNMENT

Mayor Weisensel allowed the following resident to speak briefly:

Sharon Peterson

13721 Danbury Path

Ms. Peterson encouraged the public to come to public meetings and engage. Ms. Peterson also recommended more notice for agendas and public notices and to include descriptions that are understood by the general public.

Mayor Weisensel stated there is always way to improve on what we are doing. Mayor encouraged residents to review the website and to connect with staff for any specific questions or comments on the agenda.

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 Freske the meeting was adjourned at 8:19 p.m. The City Council will reconvene to their work session at 8:30 p.m.

Respectfully submitted,

Erin Fasbender
City Clerk

**ROSEMOUNT CITY COUNCIL
WORK SESSION PROCEEDINGS
OCTOBER 3, 2023**

CALL TO ORDER

Pursuant to due call and notice thereof, a work session of the Rosemount City Council was held on Tuesday, October 3, 2023, at 5:00 PM. in Rosemount Council Chambers, 2875 145th Street West.

Mayor Weisensel called the meeting to order with Councilmembers Essler, Theisen and Klimpel. Councilmember Freske arrived at 5:28 p.m.

Planning Commission members present; Kenninger, Herbert, Whitman and Thiagarajan.

a. FOLLOWING THE CITY COUNCIL REGULAR MEETING:

The Council may choose to reconvene the work session after the adjournment of the regular meeting if the business of the work session is unable to be completed in the allotted time.

DISCUSSION

a. Zoning Code Update Discussion

HKGi presented and discussed the status of the zoning code update project in response to the previous joint work session meeting. The topics discussed this evening were; district standards vs. use specific standards, signage, general development standards, code reorganization and next steps.

HKGi highlighted the goal of the code updates are to simplify code language, update zoning districts to reflect the adopted Comprehensive Plan, clean up standards and to comply with state and federal requirements. The updates made from the previous work session include; Low Density Residential Districts updates - Incorporate different setbacks between current R-1 and R-1A districts into new R-1 district, Don't allow two-unit dwellings in R-1 district and ensure that mixed-use areas are predominately commercial; don't allow too much residential.

In addition, HKGi will include all dimensional standards in tables, making it easier for staff to accurately and quickly respond to questions regarding the standards.

The Planning Commissioners and Council were comfortable with making the following updates regarding dynamic signage; decreasing the display time to 30 seconds and to regulate the color to a maximum of 2 colors but the colors must be chosen to where the content is readable.

HKGi will include tables for parking requirements again to make it easier for staff to determine the parking requirements for specific uses. HKGi also noted electric vehicle requirements are currently being discussed at the state level and HKGi will monitor any requirements. Staff proposes to recommend electric-vehicle charging stations during the development review process.

The next steps of the code update include completing the full draft and presenting it to the Planning Commission prior to their public hearing, as the entire Planning Commission has not had the opportunity to share their input on the proposed updates. The meeting is likely to take place towards the beginning of 2024.

Motion by Mayor Weisensel **Second by** Council Member Klimpel

Motion to recess the work session at 6:37 p.m. to after the regular meeting

Ayes: 5.

Nays: None. Motion Carried.

b. Discuss Police Department Future Needs

Mayor Weisensel called the meeting back to order with Councilmembers Freske, Essler, Theisen and Klimpel at 8:40 p.m.

Chief Dahlstrom discussed the future needs of the Police Department, highlighting Rosemount in comparison to other cities, the current and projected demands of the Police Department and the increased needs over the years in relation to the state average based on population. The main concerns regarding the current status of the Police Department are the minimums the state recommends for the number of officers per resident, which has not increased since the 90's and, based on the current number of full-time officers, there is a challenge to prevent burn-out, high performance and around the clock supervision in the event someone is out, an emergency occurs involving several officers, etc.

Rosemount Police Department has gone from attending 36 events in 2018 to 155 events in 2022. Chief Dahlstrom noted some of the events are contractual services, however several do not including Leprechaun Days. Councilmember Freske recommended Chief Dahlstrom provide an estimated cost of Police Department services during Leprechaun Days and to present that number to the Leprechaun Days Committee.

The City Council will have a special work session on October 17th to discuss the future needs of the Fire Department. Following that meeting, the Council would like to further discuss the projections of both departments and have the projections clearly mapped out for the next several years.

UPDATES

a. Project Updates

Staff discussed status of upcoming projects and ribbon cuttings.

b. Staff Reports

Mayor Weisensel discussed upcoming events.

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 adjourned at 10:11 p.m.

Respectfully submitted,

Erin Fasbender
City Clerk

City Council Regular Meeting: October 17, 2023

AGENDA ITEM: Donation Acceptance from American Legion Post No. 65 - Police Department	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Mikael Dahlstrom, Police Chief	AGENDA NO. 6.d.
ATTACHMENTS: Resolution	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve the acceptance and expenditure of \$2,000 from American Legion Post No. 65 to be used for Pink Patch Project.	

BACKGROUND

The Police Department received a donation from American Legion Post No. 65 for \$2,000. Specifically, the donation will be used for the Pink Patch Project to help purchase winter hats, which is the newest item in the Department's Pink Patch initiative. It is important to note that donations help maximize the annual contribution to the American Cancer Society, so we greatly appreciate their support.

RECOMMENDATION

Staff recommends that the City Council approve the resolution as attached.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2023 - XX

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:

<u>Name of Donor</u>	<u>Amount</u>
American Legion No. 65	\$2,000

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

To be used for the Pink Patch Project.

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 17th day of October, 2023, by the City Council of the City of Rosemount.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

City Council Regular Meeting: October 17, 2023

AGENDA ITEM: Donation Acceptance from American Legion Post No. 65 - Fire Department	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Richard Schroeder, Fire Chief	AGENDA NO. 6.e.
ATTACHMENTS: Resolution	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve the acceptance and expenditure of \$1,000 from American Legion Post No. 65 to be used for the Fire Department Open House	

BACKGROUND

The Fire Department received a donation from American Legion Post No. 65 for \$1,000. The donation will be used for the Fire Department Open House.

RECOMMENDATION

Staff is recommending that the City Council approve the resolution as attached.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2023 - XX

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:

<u>Name of Donor</u>	<u>Amount</u>
American Legion No. 65	\$1,000

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

To be used for the Fire Department Open House.

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 17th day of October, 2023, by the City Council of the City of Rosemount.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

City Council Regular Meeting: October 17, 2023

AGENDA ITEM: Hiring New Firefighters	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Richard Schroeder, Fire Chief	AGENDA NO. 6.f.
ATTACHMENTS:	APPROVED BY: LJM
RECOMMENDED ACTION: Staff recommends the City Council authorize the hiring of additional fire fighters as presented.	

BACKGROUND

Over the past few months, firefighter applicants Jessica Bohlken, Brent Harms, Michael Lee, Will McDonald, and Alex Salinas have gone through physical agility testing, completed a written test, participated in an interview process, completed medical testing and completed background packets that were investigated by the Rosemount Police Department. All listed candidates have successfully passed each phase of the hiring process.

RECOMMENDATION

Staff recommends approval to hire the above firefighter applicants.

City Council Regular Meeting: October 17, 2023

AGENDA ITEM: Engineering Services Contract Amendment for 2023 Neighborhood Improvement	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 6.g.
ATTACHMENTS: Scope Revisions, Amendment to Supplemental Agreement	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to Approve an Amendment to the Engineering Services Contract for the 2023 Neighborhood Infrastructure Improvement Project	

BACKGROUND

The 2023 Neighborhood Improvement Project (City Project 2023-04) is currently under construction and a review of the engineering services contract with WSB and Associates, Inc. (WSB) shows the need for an amendment to the contract. This would increase the authorized amount of the contract by \$101,899 to a total amount of \$277,324, and is sufficient to complete the required engineering services remaining. This amount is equal to 8.2% of the awarded construction contract and within a normally anticipated 10% - 15% cost for engineering.

The additional services included as part of this amendment are:

1. Additional design effort in preparing alternate Bacardi cross sections.
2. Making design adjustments based on easements and layout for utilities between Bacardi and 130th Street.
3. Preliminary design work started in 2021 was not as complete as anticipated.
4. Increased involvement with residents during both the design and construction phase.
5. Reviewing complicated easement and right of way issues.

This additional cost will not increase the assessments for the residents and is with in the estimated overhead amount for this project.

RECOMMENDATION

Staff recommends City Council approve an amendment to the engineering services contract for the 2023 Neighborhood Improvement Project, City Project 2023-04

2023 SIP Scope Amendment

		Budget	Budget Deficiency Due to Additional Scope	Notes
Feasibility	All	\$ 11,701.00	\$ (8,078.00)	Bacardi Design Alternatives, Various estimates, funding, and assessment scenarios
Plans and Specs	All	\$ 41,187.00	\$ (39,592.00)	Bacardi Design Revisions, State Aid, Work done in 2022 project not to level anticipated, Changes based on easement and revisions across Gordons
Construction Services	All	\$ 87,569.00		
	PM	\$ 10,301.00	\$ (16,699.00)	Significantly increased involvment, resident coord, plan revisions
	CA	\$ 3,074.00	\$ (1,426.00)	Increased involvment, design revisions, subgrade issues
	Private Util Coord	\$ 1,240.00	\$ (560.00)	Increased coordination, impacts, relocation issues
	Closeout	\$ 2,298.00	\$ -	
	Inpsection	\$ 40,768.00	\$ (24,232.00)	Longer period/more hours than anticipated
	Office Survey Const	\$ 2,064.00	\$ (1,936.00)	Easement Research and Exhbits, revised plans
	2-person Const	\$ 24,546.00	\$ (8,454.00)	Complicated staking with GPS issues/Additional staking due to width
	Environmental	\$ 3,278.00	\$ (922.00)	Longer period than anticipated
Geotech	All	\$ 4,185.00	\$ 84.50	
Materials	All	\$ 27,767.00	\$ -	
			\$ (101,814.50)	
			\$ (47,670.00)	Design
			\$ (54,229.00)	Construction
			\$ 175,425.00	5.2%
			\$ 101,899.00	
			\$ 277,324.00	8.2%

October 13, 2023

Mr. Brian Erickson
Director of Public Works/City Engineer
City of Rosemount
2875 145th Street West
Rosemount, MN 55068

Re: **Amendment to Supplemental Agreement to Provide Professional Engineering Services for 2022 Street Improvement Project, City Project 2022-01**

Dear Mr. Erickson:

On behalf of WSB, and following conversations with City Staff, we are submitting this proposed amendment to our Supplemental Agreement to provide Professional Engineering Services for the City of Rosemount's 2022 Street Improvement Project for the City's consideration.

Following award of the initial contract to WSB, and as work on the feasibility report began on the project, it was determined that additional design alternative considerations would be necessary for Bacardi Avenue. The development of additional design alternatives, various and iterative cost estimates for each of the alternatives, funding evaluations and special assessment calculations associated with design alternatives led to additional work beyond what was scoped for the feasibility report. This additional work totaled **\$8,087**.

With final design of the project, and the development of plans and specifications, there were additional Bacardi Avenue design revisions as the City worked with MnDOT State Aid to devise a plan that would meet the needs of the residents and also satisfy State Aid requirements, the project was partitioned into multiple phases, construction of Bacardi Avenue was delayed to 2023 and easement revision needs were necessary as the City worked with property owners. This additional work totaled **\$39,592**.

With construction of the project, the contractor's schedule, coupled with additional and increased coordination with residents on the project, required additional and significant construction administration and construction observation support. Additional coordination with private utilities, and increased construction staking needs to properly identify and stake easements within the corridor, also contributed to this request for a scope amendment. This work totaled **\$54,220**.

WSB is requesting additional compensation of **\$101,889.00** associated with the successful delivery of the project. This work was necessary to complete the improvements as desired following the review of various alternatives for Bacardi Avenue and to provide increased coordination with residents during construction. This increases WSB's total fee for the project to \$277,324, which represents 8.2% of the final construction costs for the project.

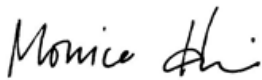
PROPOSED FEE

We are requesting a contract budget amendment of **\$101,899.00**. This amendment to our agreement will serve as a supplement to the September 6, 2016 Master Service Agreement between the City of Rosemount and WSB. If you agree, please execute below.

If you have any questions, please do not hesitate to contact me at 952-737-4675, or Katie Koscielak at 612-282-3641.

Sincerely,

WSB



Monica Heil, PE
Vice President of Municipal Services



Katie Koscielak
Project Manager

Attachment – Project Budget Amendment Worksheet

ACCEPTED BY: CITY OF ROSEMOUNT, MN

Signature: _____

Name/Title: _____

Date: _____

City Council Regular Meeting: October 17, 2023

AGENDA ITEM: Land Exchange Agreement	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Logan Martin, City Administrator	AGENDA NO. 6.h.
ATTACHMENTS: Resolution Approving Exchange Agreement, Resolution Approving Donation Agreement, Land Exchange Agreement	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve the City of Rosemount entering into an exchange agreement with the State of Minnesota concerning two parcels of property located in Dakota County and Motion to approve the City of Rosemount entering into a donation agreement with Flint Hills Resources Pine Bend, LLC for the donation to the City of certain property located within the City.	

BACKGROUND

The three-way land swap between Flint Hills Resources, the City of Rosemount, and the National Guard is closing on October 18th. At the request of the title company, action is required by council to approve the attached land exchange agreement and resolutions which include specific language approving the conditions and restrictions related to the deed. The City Council has previously authorized agreements to receive land from Flint Hills and to convey that property to the National Guard. This action is a purely administrative request to finalize the documents needed prior to closing.

This language has been reviewed and approved by Kennedy & Graven and must be approved before the transaction can be finalized between Flint Hills, the City, and the National Guard.

RECOMMENDATION

Staff is recommending that the City Council approve the resolutions as attached.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 2023-_____

**A RESOLUTION APPROVING THE CITY OF ROSEMOUNT TO ENTER
INTO AN EXCHANGE AGREEMENT WITH THE STATE OF
MINNESOTA CONCERNING TWO PARCELS OF PROPERTY
LOCATED IN DAKOTA COUNTY**

WHEREAS, the City of Rosemount (the “City”) participated in a planning process to acquire property within the City for its police department and public works facility; and

WHEREAS, the City has entered into that certain donation agreement with Flint Hills Resources Pine Bend, LLC, a Delaware limited liability company, dated May 30, 2023 (the “Donation Agreement”), whereby FHR will be donating certain real property located within the City consisting of approximately 20 acres (PID No. 34-01500-75-014), legally described on the attached Exhibit A (the “FHR Property”); and

WHEREAS, the Donation Agreement restricts the City’s ability to convey the FHR Property, except to the State of Minnesota, Department of Military Affairs (the “State”) for purposes of building an armory upon the FHR Property;

WHEREAS, the State desires to split certain property it owns within the City, to create an approximately 20 acre parcel legally described on the attached Exhibit B (the “State Property”); and

WHEREAS, the State desires to obtain the FHR Property for the purpose of building an armory, and the City desires to obtain the State Property for the purpose of constructing the police department and public works facility; and

WHEREAS, the City and the State desire to enter into an Exchange Agreement, under which, among other things, the City will convey the FHR Property to the State and the State will convey the State Property to the City.

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

1. The recitals set forth herein are incorporated into and made a part hereof.
2. The proposed exchange of the FHR Property for the State Property is hereby approved.
3. Erin Fasbender, City Clerk, and Jeffery D. Weisensel, Mayor, are hereby authorized and directed to execute all appropriate documents, including but not limited to an

Exchange Agreement, to effectuate the conveyance of the FHR Property and the acceptance of the State Property.

4. The City Clerk and Mayor, staff, and consultants are hereby authorized and directed to take all additional steps and actions necessary or convenient in order to accomplish the intent hereof.

ADOPTED this 17th of October 2023.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

EXHIBIT A
Legal Description of FHR Property

[to be inserted]

EXHIBIT B
Legal Description of State Property

[to be inserted]

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 2023-_____

**A RESOLUTION APPROVING THE CITY OF ROSEMOUNT TO ENTER
INTO A DONATION AGREEMENT WITH FLINT HILLS RESOURCES
PINE BEND, LLC, FOR THE DONATION TO THE CITY OF CERTAIN
PROPERTY LOCATED WITHIN THE CITY**

WHEREAS, the City of Rosemount (the “City”) participated in a planning process to acquire property within the City for its police department and public works facility (the “Project”); and

WHEREAS, the City desires to acquire certain property within the City related to the Project, and entered into that certain donation agreement with Flint Hills Resources Pine Bend, LLC, a Delaware limited liability company, dated May 30, 2023, as amended by Amendment to Donation Agreement dated September 27, 2023 (collectively, the “Donation Agreement”), whereby FHR will be donating to the City certain real property consisting of approximately 20 acres (PID No. 34-01500-75-014) legally described on the attached Exhibit A (the “FHR Property”); and

WHEREAS, the Donation Agreement restricts the City’s ability to convey the FHR Property, except to the State of Minnesota, Department of Military Affairs for purposes of building an armory upon the FHR Property, and imposes certain other conditions upon the City’s use of the FHR Property;

WHEREAS, the City desires to accept the FHR Property and the conditions and restrictions as contained in the Donation Agreement and any amendments thereto.

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

1. The recitals set forth herein are incorporated into and made a part hereof.
2. The proposed donation of the FHR Property to the City is hereby approved.
3. Erin Fasbender, City Clerk, and Jeffery D. Weisensel, Mayor, are hereby authorized and directed to execute all appropriate documents to effectuate the donation of the FHR Property to the City.
4. The City Clerk and Mayor, staff, and consultants are hereby authorized and directed to take all additional steps and actions necessary or convenient in order to accomplish the intent hereof.

ADOPTED this 17th of October 2023.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

EXHIBIT A
Legal Description of FHR Property

[to be inserted]

LAND EXCHANGE AGREEMENT

This Land Exchange Agreement (“**Agreement**”) is made this ____ day of _____, 2023, by and between the City of Rosemount, a Minnesota municipal corporation (the “**City**”) and the State of Minnesota, Department of Military Affairs, a political subdivision of the State of Minnesota (the “**State**”). Each may be referred to as a “**Party**” or collectively, the “**Parties**” under this Agreement.

RECITALS

WHEREAS, the City has entered into a donation agreement dated May 30, 2023, as amended by a first amendment to the donation agreement, with Flint Hills Resources Pine Bend, LLC, a Delaware limited liability company (“**Flint Hills**”), for the donation by Flint Hills to the City of approximately 20 acres of real property located in the City of Rosemount (PID No. 34-01500-75-014) legally described on the attached Exhibit A (the “**City Property**”). For purposes of this Agreement, the donation agreement and the first amendment thereto are collectively referred to as the “**Donation Agreement**”; and

WHEREAS, the State owns certain property located at 14221 Biscayne Avenue, Rosemount, Minnesota (PID No. 34-03700-00-030) (the “**Existing Parcel**”). As more particularly set forth in this Agreement, prior to the Closing Date the State will subdivide from the Existing Parcel approximately 20 acres of property as legally described on Exhibit B and depicted on Exhibit C (collectively, the “**State Property**”); and

WHEREAS, the City wishes to convey the City Property to the State; and

WHEREAS, the State wishes to convey the State Property to the City.

AGREEMENT

1. **OFFER/ACCEPTANCE.** In consideration of the mutual agreements herein contained, the City offers and agrees to convey the City Property to the State and the State offers and agrees to convey the State Property to the City. The City and the State accept the parcels so offered.
2. **VALUE FOR STATE DEED TAX PURPOSES.** For purposes of determining values for State Deed Tax, the Parties agree that the value of the City Property is \$480,700.00 and the value of the State Property is \$1,392,240.00.
3. **DEED/MARKETABLE TITLE:** Subject to performance by the State, the City agrees to execute and deliver a limited warranty deed conveying marketable title to the City Property to the State, subject only to the following exceptions:

- A. Building and zoning laws, ordinances, state, and federal regulations.
- B. All easements, restrictions, and reservations of record.

- C. Restrictive covenants contained in the form of special warranty deed from Flint Hills to the City for the City Property as contained on Exhibit D.

Subject to performance by the City, the State agrees to execute and deliver a limited warranty deed conveying marketable title to the State Property to the City, subject only to the following exceptions:

- A. Building and zoning laws, ordinances, state, and federal regulations.
- B. Reservation of minerals or mineral rights to the State of Minnesota, if any.
- C. All easements, restrictions, and reservations of record.

4. CONTINGENCIES. This Agreement is subject to: a) the approval of the City's governing body; b) the closing of the transaction between Flint Hills and the City for the conveyance of the City Property to the City as described in the Donation Agreement; and c) the subdivision of the State Property from the Existing Parcel pursuant to paragraph 8, below. If the contingencies described in a) or c) of this paragraph are not satisfied prior to Closing this Agreement may be voided at the written option of the City. As a contingent conveyance, the termination of this Agreement is not required pursuant to Minnesota Statutes Section 559.21, et seq. The contingency described in b) of this paragraph shall be deemed satisfied upon the City closing with Flint Hills on the City Property, without further action of the City.

5. DOCUMENTS TO BE DELIVERED BY THE CITY AT CLOSING. In addition to the limited warranty deed required by paragraph 3 above, the City shall deliver to the State:

- A. Standard form Affidavit of Seller.
- B. A certificate in a form acceptable to the City and the State, signed by an authorized representative of the City, certifying that the representations and warranties contained in this Agreement are true in all material respects as of the Closing Date (the City's "**Bring-Down Certificate**").
- C. Affidavit of the City confirming that the City is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code.
- D. Well disclosure certificate or a statement that the City is not aware of any wells on the Property.
- E. Such other documents as may be reasonably required by the title insurance company.

6. DOCUMENTS TO BE DELIVERED BY THE STATE AT CLOSING. In addition to the limited warranty deed required by paragraph 3 above, the State shall deliver to the City:

- A. Standard form Affidavit of Seller.
- B. A certificate in a form acceptable to the City and the State, signed by an authorized

representative of the State, certifying that the representations and warranties contained in this Agreement are true in all material respects as of the Closing Date (the State's "**Bring-Down Certificate**").

- C. Affidavit of the State confirming that the State is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code.
- D. Well disclosure certificate or a statement that the State is not aware of any wells on the Property.
- E. Such other documents as may be reasonably required by the title insurance company.

7. MARKETABILITY OF TITLE. Within a reasonable time after approval and execution of this Agreement by both Parties, the City shall order a commitment for title insurance for both the City Property and the State Property, at the City's expense. The title commitment for the City Property shall name the State as the proposed insured. The title commitment for the State Property shall name the City as the proposed insured. Each Party shall have 7 business days after receipt of its title commitment to examine the same and to deliver written objections to title, if any, to the other Party. Each Party shall have 20 days after receipt of written objections to cure title defects, at the transferor's cost. Neither Party shall have any obligation to cure any objections. If title to either parcel cannot be made marketable by the transferor by the Closing Date, then, at the option of the transferee, this Agreement shall be null and void and neither Party shall be liable for damages or costs to the other Party.

8. ENVIRONMENTAL MATTERS. The City and its agents have the right to enter upon the City Property for the purpose of inspecting the City Property and conducting such environmental examination and tests pursuant and subject to the terms of the Donation Agreement. The City agrees to coordinate such environmental testing of the City Property with the State, subject to the terms of the Donation Agreement prior to the Closing Date. Any such tests of the City Property requested by the State shall be conducted at the State's expense. The City and its agents shall have the right to enter upon the State Property for the purpose of inspecting the State Property and conducting at all reasonable times such environmental examination and tests it deems necessary, at the City's expense. The City agrees to indemnify the State, to the extent such indemnification is legally authorized, against any liens, claims, losses, or damage occasioned by the City's exercise of its right to enter and inspect the State Property. Each Party agrees to provide the other Party with a copy of any report as a result of such examination and tests. If such environmental examination results in a finding that there are or may be pollutants or contaminants on the City Property or the State Property, either Party may terminate this Agreement at any time prior to the Closing Date.

9. SUBDIVISION APPROVAL. Prior to the Closing Date, the State shall, at its sole cost and expense, subdivide the State Property as a single tract from the Existing Parcel in conformance with the depiction of the State Property set forth on Exhibit C. The City shall reasonably cooperate with the State's applications for, and other matters related to the subdivision including, without limitation, executing any documents or other agreements reasonably necessary to process and effectuate the subdivision of the State Property from the Existing Parcel. The legal description

and depiction of the State Property resulting from the subdivision shall automatically replace the description and depiction of the State Property set forth on Exhibit B and Exhibit C, respectively, attached to this Agreement, and any such updated legal description shall thereafter be used as the legal description of the State Property for purposes of conveying the State Property from the State to the City at the Closing.

10. CLOSING DATE. The closing of the exchange of the properties (“**Closing**”) shall take place on October 18, 2023, or such other date agreed upon by the Parties (the “**Closing Date**”). The closing shall take place at the offices of First American Title Insurance Company, located at 121 South 8th Street, Suite 1250, Minneapolis, Minnesota, or such other location as mutually agreed upon by the Parties.

11. CLOSING COSTS AND RELATED ITEMS. The City will be responsible for:

- A. The cost of the title commitments and any associated title search and examination fees for both the City Property and the State Property, and the cost for any premium for title insurance of the City Property and the State Property; and
- B. Recording fee for the deed to the State Property; and
- C. State Deed Tax and conservation fee attributable to the State Property; and
- D. All closing fees charged by the title company to close this transaction; and
- E. Its own attorneys’ and accounting fees associated with this transaction.

The State will be responsible for:

- A. Recording fee for any documents required to make the deed for the State Property marketable; and
- B. Recording fee for the deed to the City Property; and
- C. State Deed Tax and conservation fee attributable to the City Property;
- D. The cost to subdivide the Existing Parcel in order to create the State Property in accordance with paragraph 9 of this Agreement.
- E. Its own attorneys’ and accounting fees associated with this transaction.

12. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS. The State shall pay, at or before closing all real estate taxes due and payable in all years prior to the year of closing, if any. Real estate taxes due and payable in the year of closing, if any, shall be pro-rated between the City and the State based on the Closing Date. The State shall pay on the Closing Date all special assessments levied or pending as of the Closing Date, if any. The payment of all real estate taxes and special assessments on the City Property as of the Closing Date has been allocated between Flint Hills

and the City pursuant to the Donation Agreement.

13. POSSESSION/CONDITION OF PROPERTY.

- A. **Possession.** The Parties agree to deliver possession of their respective parcels on the Closing Date.
- B. **Condition of Property/No Personal Property.** Each Party shall deliver possession of its respective parcel to the other Party on the Closing Date in the same condition as the parcel existed on the date of this Agreement. Each Party acknowledges that the parcels are vacant land and there are no items of personal property included in this exchange.
- C. **“AS IS, WHERE IS.”** Each Party acknowledges that it has inspected or will have had the opportunity to inspect the parcel that will be conveyed to it pursuant to this transaction and agrees to accept that parcel “AS IS.” Such conveyance shall be without representation of warranties, express or implied, either oral or written, made by the Party or any official, employee or agent of the Party with respect to the physical condition of the parcel, including but not limited to, the existence or absence of petroleum, hazardous substances, pollutants or contaminants in, on, or under, or affecting the parcel or with respect to the compliance of the parcel or its operation with any laws, ordinances, or regulations of any government or other body, except as stated above. Each Party acknowledges and agrees that the other Party has not made and does not make any representations, warranties, or covenants of any kind or character whatsoever, whether expressed or implied, with respect to warranty of income potential, operating expenses, uses, habitability, tenant ability, or suitability for any purpose, merchantability, or fitness of the parcel for a particular purpose, all of which warranties the Party hereby expressly disclaims, except as stated above. Each Party is relying entirely upon information and knowledge obtained from its own investigation, experience and knowledge obtained from its own investigation, experience, or personal inspection of the parcel. Each Party expressly assumes, at closing, all environmental and other liabilities with respect to the parcel and releases and indemnifies the other Party from same, whether such liability is imposed by statute or derived from common law including, but not limited to, liabilities arising under the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), the Hazardous and Solid Waste Amendments Act, the Resource Conservation and Recovery Act (“RCRA”), the federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act, and the Hazardous Materials Transportation Act, all as amended, and all other comparable federal, state or local environmental conservation or protection laws, rules or regulations. The foregoing assumption and release shall survive Closing. All statements of fact or disclosures, if any, made in this Agreement or in connection with this Agreement, do not constitute warranties or representations of any nature. The foregoing provision shall survive Closing and shall not be deemed merged into any

instrument of conveyance delivered at Closing.

14. DISCLOSURE; INDIVIDUAL SEWAGE TREATMENT SYSTEM. Each Party certifies to the other that to the best of its knowledge it does not know of any individual sewage treatment systems on the parcel it will transfer.

15. WELL DISCLOSURE. Each Party certifies to the other Party that to the best of its knowledge it does not know of any wells on the parcel it will transfer.

16. UNDERGROUND STORAGE TANKS. Each Party certifies to the other Party that to the best of its knowledge it does not know of any underground storage tanks located on the parcel it will transfer.

17. SELLER'S WARRANTIES. Each Party warrants that it has the requisite power and authority to enter into this Agreement, and the person signing this Agreement and the closing documents on its behalf are authorized to do so. Each Party warrants that, to the best of its knowledge, there have been no labor or materials furnished to the parcel it will transfer for which payment has not been made. Each Party warrants that it is not a "foreign person" as such term is defined in the Internal Revenue Code. The State warrants that there are no present violations of any restrictions relating to the use or improvement of its respective parcel. These warranties shall survive Closing.

18. RELOCATION BENEFITS. Each Party represents and asserts to the other that the transactions set forth in this Agreement will not cause the Party to be a displaced person within the meaning of Minnesota Statutes, Section 117.50, Subd. 3, and that it is therefore not entitled to any relocation assistance, services, payments or benefits under Minnesota Statutes, Section 117.52.

19. BROKER COMMISSIONS. Each Party represents and warrants to the other that there is no broker involved in this transaction with whom the Party has negotiated or to whom the Party has agreed to pay a broker commission.

20. NO MERGER OF REPRESENTATIONS, WARRANTIES. All representations and warranties contained in this Agreement shall not be merged into any instruments or conveyance delivered at Closing, and the Parties shall be bound accordingly.

21. ENTIRE AGREEMENT; AMENDMENTS. This Agreement executed herewith constitutes the entire agreement between the Parties and no other agreement prior to this Agreement shall be effective except as expressly set forth or incorporated herein. Any purported amendment shall not be effective unless it shall be set forth in writing and executed by both Parties.

22. CONTROLLING LAW. This Agreement shall be governed by the laws of the State of Minnesota.

23. NO PARTNERSHIP OR JOINT VENTURE. Nothing in this Agreement shall be construed or interpreted as creating a partnership or joint venture between the City and the State relative to either parcel that is the subject of the transaction contemplated by this Agreement.

24. BINDING EFFECT; ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The Parties shall not assign their rights and interests hereunder.

25. NOTICE. Any notice, demand, request, or other communication which may or shall be given or served by the Parties shall be deemed to have been given or served on the date the same is deposited in the United States Mail, registered, or certified, postage prepaid and addressed as follows:

a. If to the City: City of Rosemount
Attn: Logan Martin, City Administrator
2875 145th Street West
Rosemount, MN 55068

with a copy to: Kennedy & Graven, Chartered
Attn: Rosemount City Attorney
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402

b. If to the State: State of Minnesota, Department of Military Affairs
Attn: _____
20 W. 12th St.
St. Paul, MN 55155

26. SPECIFIC PERFORMANCE. This Agreement may be specifically enforced by the Parties, provided that any action for specific enforcement is brought within six months after the date of the alleged breach. This paragraph is not intended to create an exclusive remedy for breach of this Agreement; the Parties reserve all other remedies available at law or in equity.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

28. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and shall be interpreted, performed, and enforced as if the invalid or unenforceable provision did not appear herein.

29. RECITALS. The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the above date.

CITY OF ROSEMOUNT

By: _____
Jeffery D. Weisensel
Its: Mayor

By: _____
Erin Fasbender
Its: City Clerk

**STATE OF MINNESOTA,
DEPARTMENT OF MILITARY
AFFAIRS**

By: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE CITY PROPERTY

A tract of land situated in Dakota County, Minnesota, more specifically described as follows:

The South Half of the Southwest Quarter of the Southeast Quarter of Section 15,
Township 115 North, Range 19 West, Dakota County, Minnesota.

Subject to Parcel 21, Dakota County ROW Map No. 486, per Document No. 3323061

SUBJECT TO THE FOLLOWING EXCEPTIONS AND RESERVATIONS: (1.) All easements, restrictions, and reservations of record; (2.) All matters apparent from a visual inspection of said real property.

EXHIBIT B

LEGAL DESCRIPTION OF THE STATE PROPERTY

That part of Lot 3, Auditor's Subdivision One (1), Rosemount, Dakota County, Minnesota, which lies north of the following described line:

Commencing at the northeast corner of the Northeast Quarter of Section 29, Township 115 North, Range 19 West, Dakota County, Minnesota, also being the northeast corner of said Lot 3; thence on an assumed bearing of South 00 degrees 37 minutes 39 seconds West, along the east line of said Northeast Quarter, also being the east line of said Lot 3, a distance of 905.04 feet to the point of beginning of said line to be described; thence South 88 degrees 36 minutes 48 seconds West, a distance of 1110.57 feet, more or less, to the west line of said Lot 3.

CERTIFICATE OF SURVEY
14221 BISCAYNE AVENUE, ROSEMOUNT, MINNESOTA

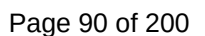


EXHIBIT D
FORM OF SPECIAL WARRANTY DEED FROM FLINT HILLS TO THE CITY

SPECIAL WARRANTY DEED

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA)

Flint Hills Resources Pine Bend, LLC, a Delaware limited liability company, (“Grantor”), with a place of business at 4111 East 37th Street North, Wichita, Kansas 67220, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Rosemount, Minnesota (“Grantee”), having a place of business at _____, Rosemount, Minnesota 55033-1955, all of its right title and interest in and to the property and premises which are more particularly described on *Exhibit A* attached hereto and made a part hereof, together with all and singular the rights and appurtenances belonging in any way to such property (the “Property”), subject to the exceptions and reservations stated or referred to in Exhibit A and for so long as Property Owners (as defined below) abide by the following restrictions:

A. The following “Restrictive Covenant(s)” shall be imposed with respect to the Property:

To the fullest extent permitted by applicable law, Grantee, on its behalf and on behalf of its successors and assigns and all present and future owners and occupiers of and/or successors in title or interest to the Property and any part thereof (collectively, “Property Owners”), and agrees to the following:

- (i) To not allow the Property to be used for residential purposes, it being the expressed intent of the parties hereto that the Property will be used for conveyance to the United States National Guard, as previously agreed only and that at no time will any persons be domiciled or otherwise reside on the Property;
- (ii) To prevent the withdrawal of groundwater on, at, under or from the Property for any private or public use including, but not limited to, recreational, potable, irrigation, commercial, industrial, residential and other possible uses;
- (iii) Except for the construction, installation, reconstruction, repair, and maintenance of a National Guard Armory, to prevent the digging of any holes and excavations of any soil on, at, under or from the Property; and
- (iv) Not to sell or otherwise transfer the Property without the prior written consent of Grantor. Grantor hereby grants consent to a sale or transfer of the Property to the United States National Guard.

The term “residential purposes” shall include, but not be limited to, use for dwellings such as single-family houses or multi-family dwellings and apartments, children’s homes, elderly housing, nursing homes, residential portions of government-owned lands (local, state or federal), day care facilities, educational facilities, hospitals or other medical care facilities, and churches. The above covenants shall apply to and bind each and every Property Owner, and their respective successors and assigns, and shall operate as a covenant running with the land and passing with title to the Property and any part thereof.

B. The Restrictive Covenants set forth herein shall not act to waive, rescind or modify any other restrictions that may be in effect against the Property, it being the intention that the Restrictive Covenants are to supplement and not replace, modify or amend any restrictions or other covenants pertaining to the use of the Property in effect as of the date hereof. Grantee may request in writing a waiver of said Restrictive Covenants but no waiver, rescission, amendment or other modification of thereof shall

be effective unless made in a writing signed by an office of Grantor. The waiver of or failure to enforce any of the restrictions or covenants contained herein shall in no event be deemed to be a waiver of the right to do so at any time thereafter.

C. If at any time Property Owner breaches a Restrictive Covenant, the Property shall immediately revert to Grantor, and Grantor shall have an immediate right to enter and take the Property.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS ANY WARRANTIES, REPRESENTATIONS, COVENANTS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, AS TO THE MERCHANTABILITY, QUANTITY, QUALITY, ENVIRONMENTAL CONDITION, OR PHYSICAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. GRANTEE AFFIRMS THAT IT: (I) HAS INVESTIGATED AND INSPECTED THE PROPERTY AND IS FAMILIAR AND SATISFIED WITH ITS ENVIRONMENTAL CONDITION AND PHYSICAL CONDITION AND (II) HAS MADE ITS OWN DETERMINATION AS TO THE (A) MERCHANTABILITY, QUANTITY, QUALITY, ENVIRONMENTAL CONDITION, AND PHYSICAL CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE ON, AT, UNDER, OR EMANATING FROM THE PROPERTY OF HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL CONTAMINATION, AND (B) PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

GRANTEE HEREBY ACCEPTS THE PROPERTY IN ITS PRESENT ENVIRONMENTAL CONDITION AND PHYSICAL CONDITION ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS AND DEFECTS" (INCLUDING ENVIRONMENTAL) BASIS, REGARDLESS OF HOW SUCH FAULTS AND DEFECTS WERE CAUSED OR CREATED (BY GRANTOR'S NEGLIGENCE, ACTIONS, OMISSIONS, OR FAULT, OR OTHERWISE), AND ACKNOWLEDGES THAT: (A) WITHOUT THIS ACCEPTANCE, THIS SALE WOULD NOT BE MADE, AND (B) GRANTOR SHALL NOT BE UNDER ANY OBLIGATION WHATSOEVER TO UNDERTAKE ANY IMPROVEMENT, REPAIR, MODIFICATION, ALTERATION, REMEDIATION, OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY OF THE PROPERTY.

GRANTOR IS HEREBY EXPRESSLY RELEASED BY GRANTEE AND ITS SUCCESSORS AND ASSIGNS FROM ANY AND ALL RESPONSIBILITIES, LIABILITIES, OBLIGATIONS, AND CLAIMS, KNOWN AND UNKNOWN, WHETHER BASED UPON NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARISING UNDER ENVIRONMENTAL STATUTES, COMMON LAWS, OR ANY OTHER LEGAL REQUIREMENT, INCLUDING ANY OBLIGATIONS TO TAKE THE PROPERTY BACK AND ANY ACTIONS FOR CONTRIBUTION, INDEMNITY, OR TO IMPROVE, REPAIR OR OTHERWISE MODIFY THE PHYSICAL CONDITION OR OPERATION OF THE PROPERTY, THAT GRANTEE OR ITS SUCCESSORS OR ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT MAY ARISE IN THE FUTURE, BASED, IN WHOLE OR IN PART, UPON THE PRESENCE OF HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL CONTAMINATION ON, AT, UNDER, OR EMANATING FROM THE PROPERTY OR ARISING FROM THE ENVIRONMENTAL CONDITION OR PHYSICAL CONDITION OF THE PROPERTY, REGARDLESS OF HOW CAUSED OR CREATED (BY GRANTOR'S NEGLIGENCE, ACTIONS, OMISSIONS, OR FAULT, PURSUANT TO ANY STATUTORY SCHEME OR STRICT LIABILITY, OR OTHERWISE). GRANTEE FURTHER ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY EXPLAINED TO GRANTEE AND THAT IT FULLY UNDERSTANDS AND ACCEPTS THE SAME AS A CONDITION TO PROCEEDING WITH THIS TRANSACTION. GRANTEE ACKNOWLEDGES THAT NONE OF GRANTOR'S EMPLOYEES, AGENTS, OR REPRESENTATIVES HAS MADE ANY STATEMENTS OR REPRESENTATIONS CONTRARY TO THE PROVISIONS OF THIS SECTION.

GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO THE ACCURACY OR COMPLETENESS OF ANY TITLE OPINION, DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION, OR MATERIALS NOW, HERETOFORE, OR HEREAFTER FURNISHED OR MADE AVAILABLE TO GRANTEE IN CONNECTION WITH THE PROPERTY, INCLUDING ANY DESCRIPTION OF THE PROPERTY, THE PRICING ASSUMPTIONS, THE ENVIRONMENTAL CONDITION, OR PHYSICAL CONDITION OF THE PROPERTY, ANY OTHER MATTERS CONTAINED IN THE DATA, OR ANY OTHER MATERIALS FURNISHED OR MADE AVAILABLE TO GRANTEE BY GRANTOR OR BY GRANTOR'S EMPLOYEES, AGENTS, OR REPRESENTATIVES. GRANTEE HAS RELIED, AND WILL RELY, SOLEY UPON ITS INDEPENDENT INVESTIGATION OF, AND JUDGEMENT WITH RESPECT TO, THE PROPERTY AND ITS VALUE.

Check applicable box:

☐ Grantor certifies that Grantor does not know of any wells on the described property.

☐ A well disclosure certificate accompanies this document.

☐ I (the undersigned representative of the Grantor) am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

TO HAVE AND TO HOLD said described Property unto the Grantee, Grantee's successors and assigns forever. Grantor warrants title to the Property, subject to the foregoing exceptions and restrictions, unto Grantee against any and all acts, conveyances, liens and encumbrances affecting such Property made or suffered to be made or done by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument this _____ day of _____, 2023.

FLINT HILLS RESOURCES PINE BEND, LLC
("Grantor")

By: _____
Jeff Ramsey
President and Chief Executive Officer

STATE OF KANSAS }
COUNTY OF SEDGWICK } ss.:

This instrument was acknowledged before me this _____ day of _____, 2023, by Jeff Ramsey, President and Chief Executive Officer of Flint Hills Resources Pine Bend, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public

Executed this _____ day of _____, 2023 by:

CITY OF ROSEMOUNT (“Grantee”)

By: _____
Jeffery D. Weisensel, Mayor

By: _____
Erin Fasbender, City Clerk

STATE OF MINNESOTA }
COUNTY OF DAKOTA } ss.:

The foregoing was acknowledged before me this _____ day of _____, 2023, by Jeffery D. Weisensel, Mayor of the City of Rosemount, a Minnesota municipal corporation, on behalf of the municipal corporation.

NOTARY STAMP

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

STATE OF MINNESOTA }
COUNTY OF DAKOTA } ss.:

The foregoing was acknowledged before me this _____ day of _____, 2023, by Erin Fasbender, City Clerk of the City of Rosemount, a Minnesota municipal corporation, on behalf of the municipal corporation.

NOTARY STAMP

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Mail Tax Statements to:
City of Rosemount
Attn: City Administrator
2875 145th Street West
Rosemount, Minnesota 55068-4997

DRAFTED BY:
Haley O’Neill, Senior Counsel
Flint Hills Resources, LC
4111 East 37th Street North
Wichita, Kansas 67220

City Council Regular Meeting: October 17, 2023

AGENDA ITEM: Appointment of Additional Election Judges for November 7, 2023 Election	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Erin Fasbender, City Clerk	AGENDA NO. 6.i.
ATTACHMENTS: Resolution	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to Approve the Attached Resolution Appointing Additional Election Judges for the November 7, 2023 Election	

BACKGROUND

Minn. Stat. 204B.21, Subd. 2, requires that all cities appoint election judges before the election. Minn. Stat. 204B.21 also states additional judges may be appointed within 25 days of the election if it is determined additional election judges will be required.

All judges are required to attend online election judge training and equipment training courses.

RECOMMENDATION

Staff is recommending that the City Council approve the resolution as attached.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2023 - XX

**RESOLUTION APPOINTING ADDITIONAL ELECTION JUDGES
FOR NOVEMBER 7, 2023 ELECTION**

WHEREAS, Minnesota Statute 204B.21 requires the governing body of a municipality to appoint election judges to serve in its precincts; and

WHEREAS, the Rosemount 2023 Election appointments consists of individuals recommended by the City Clerk with the approval of the majority of the City Council.

NOW, THEREFORE BE IT RESOLVED, that the general public listed below to serve as election judges reside in in the State of Minnesota as required by Minnesota Election Laws and will be trained according to Minnesota State Statutes:

Drinen, Matthew
Ellinwood, Jennifer
Linkert, Janet B.
Pitzen, Molly
Rougier-Hill, Michelle
Shoe, Lisa
Slater, Andrea
Warweg, Stephen

NOW THEREFORE BE IT FURTHER RESOLVED, that pursuant to Minn. Stat. 204B.21, requires that all cities appoint election judges before the election.

ADOPTED this 17th day of October, 2023 by the City Council of the City of Rosemount.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

City Council Regular Meeting: October 17, 2023

AGENDA ITEM: Bella Vista Greenway Trail Project - Change Order #2	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Dan Schultz, Parks & Recreation Director	AGENDA NO. 6.j.
ATTACHMENTS: Change Order	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve Change Order #2 for the Bella Vista Greenway Trail Project.	

BACKGROUND

In April of 2022, the City Council awarded a bid for the Bella Vista Greenway Trail project. The project is coming to an end, but during recent construction of the project a change has been needed. This has resulted in a project change order being submitted by SRF Inc. Staff is requesting the City Council consider approving change order #2, which is detailed below.

The total amount of change order #2 is \$4,285.25. The change to the project came as a result of a request by the City to hydro-seed additional areas along the trail.

As you may recall, the City entered into a Joint Powers Agreement with Dakota County to have them pay for the construction of the regional trail. The cost of change order #2 will be passed on to the County as part of their funding of the project. City staff plans to close this project out by October 31, 2023.

RECOMMENDATION

Staff is recommending the City Council approve Change Order #2 for the Bella Vista Greenway Trail Project.



STATE AID FOR LOCAL TRANSPORTATION CHANGE ORDER

Rev. February 2018

SP	N/A	Fed Project No.:	N/A	Change Order No.	2
----	-----	------------------	-----	------------------	---

Project Location	Bella Vista Trail		
Local Agency	City of Rosemount, MN	Local Project No.	
Contractor	Minnesota Dirt Works	Contract No.	
Address/City/State/Zip	10005 235 th St W, Lakeville, MN 55044		
Total Change Order Amount \$		4,285.25	

Issue:

The Plan included turf establishment of all disturbed areas. Generally, grass grew with the work specified in the Contract. However, there were areas directly adjacent to the trail, where growth was sparse. These areas adjacent to the trail were suspected to have minimal growth due to pedestrian and other traffic traversing next to the trail, and an exceptionally hot and dry summer. It was determined that the Contractor was to hydroseeding these areas identified along the trail.

The Engineer has determined the Contract needs to be revised in accordance with specification 1402.5 Extra Work.

Resolution:

- Contractor completed hydroseeding as specified by the Engineer.
- Payment for this work will be at the negotiated lump sum and unit prices, as shown in the estimate of cost. This price includes all labor, equipment, materials, mobilization and allowable Prime Contractor mark-up required to complete the work herein.

Estimate Of Cost:

Group/ funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
1	2021.501	Mobilization	LS	\$350.00	1	\$350.00
1	2575.504	Hydroseed	SY	\$2.25	1,749	\$3,935.25
Net Change this Change Order						\$4,285.25

Due to this change, the contract time:

☒ (X) Is NOT changed		☐ () May be revised as provided in MnDOT Specification 1806	
☐ () Is Increased by _____ Working Days		☐ () Is Increased by _____ Calendar Days	
☐ () Is Decreased by _____ Working Days		☐ () Is Decreased by _____ Calendar Days	

Approved by Project Engineer:  Date: 10/11/2023

Print Name: Jeff Kurth Phone: 612-518-2145

Approved by Contractor:  Date: 10/6/23

Print Name: Tom Bermel Phone: 612-251-7716

Approved by City Representative: _____ Date: _____

Print Name: Dan Schultz Phone: 651-322-6012

City Council Regular Meeting: October 17, 2023

AGENDA ITEM: Declaration of Surplus Property – Parks and Recreation Department	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Dan Schultz, Parks & Recreation Director	AGENDA NO. 6.k.
ATTACHMENTS:	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to declare the item listed in the executive summary as surplus property and for staff to try to appropriately recycle, sell or dispose of the item.	

BACKGROUND

The Parks and Recreation Department is asking that the City Council declare the disc golf baskets at the Brockway Disc Golf Course as surplus property. The equipment was purchased in 2010 and the City is planning to replace the baskets in 2023 with new equipment. By declaring these items as surplus property, it will authorize staff to appropriately recycle, sell or dispose of the equipment.

The item listed below will no longer be used within the City's operations.

Brockway Disc Golf Baskets

Fixed Asset Tag # 2005027

RECOMMENDATION

Staff recommends the City Council declare the item listed in the executive summary as surplus property and for staff to appropriately recycle, sell or dispose of the item

City Council Regular Meeting: October 17, 2023

AGENDA ITEM: Lite Time Facility - Change Order #1	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Dan Schultz, Parks & Recreation Director	AGENDA NO. 6.I.
ATTACHMENTS: Life Time Facility CO#1	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve Change Order #1 for the Life Time Facility as listed in the Executive Summary and detailed in the Attached Documents	

BACKGROUND

In May of 2023, the City Council started awarded construction contracts for the Life Time Facility. The project is progressing as expected and we have encountered a few changes that are needed. These changes require that staff submit change order #1 to the City Council for your review and consideration. The proposed changes are listed below and are detailed in the attached documents.

Aquatics	\$3,683.00
Structural	\$(88,022.00)
Concrete	\$38,217.00
Civil	\$57,080.68
HVAC & Plumbing	\$58,761.57
Total	\$69,720.25

The funds needed for the change orders will come from the project contingency fund which is budgeted at \$884,000.

RECOMMENDATION

Staff is recommending the City Council approve change order #1 for the Life Time Facility as listed in the Executive Summary and detailed in attached documents



CCO #001

APPROVED

001: Aquatic Changes - Through 9.30.23

PROJECT: Life Time Athletic-Rosemount 14290 Akron Avenue Rosemount, MN 55068	CONTRACT INFORMATION: Contract For: 0034101-13A-Aquatics Date: 05/23/2023	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 10/04/23
OWNER: Rosemount Port Authority 2875 145th Street West Rosemount, MN 55068	ARCHITECT: LTF Architecture, LLC 2900 Corporate Place Chanhassen, MN 55317	CONSTRUCTION MANAGER: LTF Construction Company, LLC 2900 Corporate Place Chanhassen, MN 55317
CONTRACTOR: Global Specialty Contractors Inc 3220 Terminal Drive Eagan, Minnesota 55121		

THE CONTRACT IS CHANGED AS FOLLOWS:

CE #2 - ASI # 01 -Re-Bid Document Changes

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include ASI #1 revisions.

CE #3 - Post Bid Addendum # 03 - # 06

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.

CE #8 - CCD #1 - Outdoor Pickleball Court Changes

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include CCD #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.

CHANGE ORDER LINE ITEMS:

#	Description	Amount
1	ASI # 01 -Re-Bid Document Changes: This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include ASI #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
2	Post Bid Addendum # 03 - # 06 : This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$3,683.00
3	CCD #1 - Outdoor Pickleball Court Changes: This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include CCD #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
Grand Total:		\$3,683.00

The original Contract Sum was	\$ 3,719,000.00
Net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 3,719,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,683.00
The new Contract Sum including this Change Order will be	\$ 3,722,683.00

The Contract Time will be increased by 0 days

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, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Life Time Architecture

ARCHITECT (Firm name)

DocuSigned by:



SIGNATURE

Senior Project Manager

PRINTED NAME AND TITLE

10/11/2023

DATE:

CONTRACTOR (Firm name)

SIGNATURE

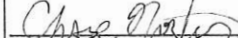
PRINTED NAME AND TITLE

DATE:

LTF Construction Company, LLC.

CONSTRUCTION MANAGER (Firm name)

DocuSigned by:



SIGNATURE

Sr. Project Manager

PRINTED NAME AND TITLE

10/11/2023

DATE:

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE:



CCO #001

APPROVED

001: Structural Changes thru 9.30.23

PROJECT: Life Time Athletic-Rosemount 14290 Akron Avenue Rosemount, MN 55068	CONTRACT INFORMATION: Contract For: 0034101-03B-Structural Steel and Precast Walls Date: 05/23/2023	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 09/26/23
OWNER: Rosemount Port Authority 2875 145th Street West Rosemount, MN 55068	ARCHITECT: LTF Architecture, LLC 2900 Corporate Place Chanhassen, MN 55317	CONSTRUCTION MANAGER: LTF Construction Company, LLC 2900 Corporate Place Chanhassen, MN 55317
CONTRACTOR: LeJeune Steel Company 118 West 60th Street Minneapolis, Minnesota 55419		

THE CONTRACT IS CHANGED AS FOLLOWS:

CE #2 - ASI # 01 -Re-Bid Document Changes

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include ASI #1 revisions.

CE #3 - Post Bid Addendum # 03 - # 06

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.

CE #8 - CCD #1 - Outdoor Pickleball Court Changes

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include CCD #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.

CE #9 - Structural - Precast Stem Wall Connection (Grout tube to Embed)

All cost associated with changing from a grout tube to an embed plate connection between the precast wall panels to foundation stem walls.

CHANGE ORDER LINE ITEMS:

#	Description	Amount
1	ASI # 01 -Re-Bid Document Changes: This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include ASI #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
2	Post Bid Addendum # 03 - # 06 : This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
3	CCD #1 - Outdoor Pickleball Court Changes: This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include CCD #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
4	All cost associated with changing pre-cast stem wall connection to embed type.	\$(88,022.00)
Grand Total:		\$(88,022.00)

The original Contract Sum was	\$ 5,746,580.00
Net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 5,746,580.00
The Contract Sum will be increased by this Change Order in the amount of	(\$88,022.00)
The new Contract Sum including this Change Order will be	\$ 5,658,558.00

The Contract Time will be increased by 0 days

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, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Life Time Architecture

ARCHITECT (Firm name)

DocuSigned by:

Aaron Ludvigson

SIGNATURE

Senior Project Manager

PRINTED NAME AND TITLE

10/11/2023

DATE:

LTF Construction Company, LLC.

CONSTRUCTION MANAGER (Firm name)

DocuSigned by:

Chase Norton

SIGNATURE

Sr. Project Manager

PRINTED NAME AND TITLE

10/11/2023

DATE:

CONTRACTOR (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE:

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE:



CCO #001

APPROVED**001: Concrete Changes through 9.30.22**

PROJECT: Life Time Athletic-Rosemount 14290 Akron Avenue Rosemount, MN 55068	CONTRACT INFORMATION: Contract For: 0034101-03A-Foundations & Masonry Date: 05/23/2023	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 10/04/23
OWNER: Rosemount Port Authority 2875 145th Street West Rosemount, MN 55068	ARCHITECT: LTF Architecture, LLC 2900 Corporate Place Chanhassen, MN 55317	CONSTRUCTION MANAGER: LTF Construction Company, LLC 2900 Corporate Place Chanhassen, MN 55317
CONTRACTOR: B&D Associates, LLC 1410 Sylvan Street, Suite 200 St. Paul, Minnesota 55117		

THE CONTRACT IS CHANGED AS FOLLOWS:CE #2 - ASI # 01 -Re-Bid Document Changes

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include ASI #1 revisions.

CE #3 - Post Bid Addendum # 03 - # 06

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.

CE #10 - Stoop Frost Footings

Structural Drawings Omitted frost footings at stoops. This change incorporates adding footings under all exterior building door stoops to prevent frost upheaval.

CHANGE ORDER LINE ITEMS:

#	Description	Amount
1	ASI # 01 -Re-Bid Document Changes: This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include ASI #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
2	Post Bid Addendum # 03 - # 06 : This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
3	Stoop Frost Footings: Structural Drawings Omitted frost footings at stoops. This change incorporates adding footings under all exterior building door stoops to prevent frost upheaval.	\$38,217.00
Grand Total:		\$38,217.00

The original Contract Sum was	\$ 2,883,500.00
Net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 2,883,500.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 38,217.00
The new Contract Sum including this Change Order will be	\$ 2,921,717.00

The Contract Time will be increased by 0 days

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, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Life Time Architecture
ARCHITECT (Firm name)
DocuSigned by:

SIGNATURE

Senior Project Manager
PRINTED NAME AND TITLE

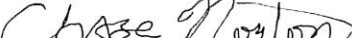
10/11/2023
DATE:

CONTRACTOR (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE:

LTF Construction Company, LLC.
CONSTRUCTION MANAGER (Firm name)
DocuSigned by:

SIGNATURE

Sr. Project Manager
PRINTED NAME AND TITLE

10/11/2023
DATE:

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE:



CCO #001

APPROVED

001: Civil Changes through 9/22/23

PROJECT: Life Time Athletic-Rosemount 14290 Akron Avenue Rosemount, MN 55068	CONTRACT INFORMATION: Contract For: 0034101-31A-Earthwork, Utilites, and Paving Date: 05/23/2023	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 09/25/23
OWNER: Rosemount Port Authority 2875 145th Street West Rosemount, MN 55068	ARCHITECT: LTF Architecture, LLC 2900 Corporate Place Chanhassen, MN 55317	CONSTRUCTION MANAGER: LTF Construction Company, LLC 2900 Corporate Place Chanhassen, MN 55317
CONTRACTOR: SM Hentges and Sons Inc. 650 Quaker Ave Jordan, Minnesota 55352		

THE CONTRACT IS CHANGED AS FOLLOWS:

CE #2 - ASI # 01 -Re-Bid Document Changes

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include ASI #1 revisions.

CE #3 - Post Bid Addendum # 03 - # 06

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.

CE #4 - SM Hentges - Site Construction Needs

CE #6 - Civil - Structure Slide Gate and Pond Grading

Plan changes issued in RFI #11

CE #7 - Met Council Changes - Pool Backwash to Storm

Changed the backwash drainage to storm in lieu of sanitary, as requested by MET Council. RFI 27 Drawing update also incorporated the added gate valve to the waterline entering site, which were not associated with MET Council changes. Also RFI #42 cost are associated with this change.

CE #8 - CCD #1 - Outdoor Pickleball Court Changes

CE #10 - Stoop Frost Footings

Structural Drawings Omitted frost footings at stoops. This change incorporates adding footings under all exterior building door stoops to prevent frost upheaval.

CE #11 - Civil - Drainage Flow into Southside of Pond

This change shall incorporate all design changes produced in RFI #25 response from Civil Engineer.

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include CCD #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.

CHANGE ORDER LINE ITEMS:

#	Description	Amount
1	ASI # 01 -Re-Bid Document Changes: This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include ASI #1 revisions.	\$0.00
2	Add aggregate base for temp parking, staging and temp trailer area in the NW portion of the site. (SM Hentges CE#001)	\$14,007.40
3	Structure Slide Gate and Pond Grading: RFI #11 Plan Changes incorporated into Contract. (SM Hentges CE-004)	\$(5,143.50)

#	Description	Amount
4	Met Council Changes - Pool Backwash to Storm - All Changes per RFI #27 revisions. (SM Hentges CE#010)	\$15,813.97
5	Post Bid Addendum # 03 - # 06 : This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
6	CCD #1 - Outdoor Pickleball Court Changes: This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include CCD #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
7	2 Extra Loads of Aggregate Base for Laydown (SM Hentges CE#011)	\$755.30
8	Stoop Frost Footings: Structural Drawings Omitted frost footings at stoops. This change incorporates adding footings under all exterior building door stoops to prevent frost upheaval. (SM Hentges CE #013)	\$5,015.81
9	Drainage Flow into Southside of Pond: This change shall incorporate all design changes produced in RFI #25 response from Civil Engineer.	\$23,039.10
10	Excavation for a temporary septic tank at Office Trailer and sacrificial owner supplied Pex line burial to building: S.M. Hentges will remove the tank for the supplier to pick up at the end of the job and backfill and compact the hole for paving where the tank was installed (SM Hentges CE#015)	\$3,592.60
Grand Total:		\$57,080.68

The original Contract Sum was	\$ 3,228,900.00
Net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 3,228,900.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 57,080.68
The new Contract Sum including this Change Order will be	\$ 3,285,980.68

The Contract Time will be increased by 0 days

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, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Life Time Architecture

ARCHITECT (Firm name)

DocuSigned by:

Asaon Ludvigson

SIGNATURE

Senior Project Manager

PRINTED NAME AND TITLE

10/11/2023

DATE:

LTF Construction Company, LLC.

CONSTRUCTION MANAGER (Firm name)

DocuSigned by:

Chase Norton

SIGNATURE

Sr. Project Manager

PRINTED NAME AND TITLE

10/11/2023

DATE:



CCO #001

APPROVED**001: Changes through 9.30.23****PROJECT:**

Life Time Athletic-Rosemount
14290 Akron Avenue
Rosemount, MN 55068

CONTRACT INFORMATION:

Contract For: 0034101-23A-HVAC and
Plumbing

CHANGE ORDER INFORMATION:

Change Order Number: 001

Date: 06/26/2023

Date: 10/04/23

OWNER:

Rosemount Port Authority
2875 145th Street West
Rosemount, MN 55068

ARCHITECT:

LTF Architecture, LLC
2900 Corporate Place
Chanhassen, MN 55317

CONSTRUCTION MANAGER:

LTF Construction Company, LLC
2900 Corporate Place
Chanhassen, MN 55317

CONTRACTOR:

Harty Mechanical Inc
1600 1st Ave NE
Austin, Minnesota 55912

THE CONTRACT IS CHANGED AS FOLLOWS:CE #3 - Post Bid Addendum # 03 - # 06

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.

CE #8 - CCD #1 - Outdoor Pickleball Court Changes

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include CCD #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.

CE #2 - ASI # 01 -Re-Bid Document Changes

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include ASI #1 revisions.

CE #7 - Met Council Changes - Pool Backwash to Storm

Changed the backwash drainage to storm in lieu of sanitary, as requested by MET Council. RFI 27 Drawing update also incorporated the added gate valve to the waterline entering site, which were not associated with MET Council changes.

CHANGE ORDER LINE ITEMS:

#	Description	Amount
1	Post Bid Addendum # 03 - # 06 : This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$38,736.01
2	CCD #1 - Outdoor Pickleball Court Changes: This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include CCD #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
3	ASI # 01 -Re-Bid Document Changes: This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include ASI #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
4	Met Council Changes - Pool Backwash to Storm - All Changes per RFI #27 revisions.	\$20,025.56
Grand Total:		\$58,761.57

The original Contract Sum was	\$ 6,699,000.00
Net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 6,699,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 58,761.57
The new Contract Sum including this Change Order will be	\$ 6,757,761.57

The Contract Time will be increased by 0 days

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, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Life Time Architecture

ARCHITECT (Firm name)

DocuSigned by:

Aaron Ludvigson

SIGNATURE

Senior Project Manager

PRINTED NAME AND TITLE

10/11/2023

DATE:

CONTRACTOR (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE:

LTF Construction Company, LLC.

CONSTRUCTION MANAGER (Firm name)

DocuSigned by:

Chase Norton

SIGNATURE

Sr. Project Manager

PRINTED NAME AND TITLE

10/11/2023

DATE:

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE:

City Council Regular Meeting: October 17, 2023

AGENDA ITEM: Joint Powers Agreement with Dakota County - Absentee Voting Administration Services in 2024 and 2025	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Erin Fasbender, City Clerk	AGENDA NO. 6.m.
ATTACHMENTS: Joint Powers Agreement	APPROVED BY: LJM
RECOMMENDED ACTION: Staff recommends approving a Joint Powers Agreement between Dakota County and certain cities, townships, and school districts in Dakota County for the provision of absentee voting administration services in 2024 and 2025	

BACKGROUND

Absentee voting has become an important part of elections and the demand for absentee ballots continues to grow. Staff play a crucial role in managing various aspects of elections, including processing of absentee ballots. Staffs' general responsibilities related to absentee ballots include; processing absentee ballot applications online, in-person and via mail, issuance of absentee ballots, receiving returned absentee ballots from voters, accepting or rejecting returned ballots by trained election judges serving on Absentee Ballot Boards, securing and storing absentee ballots, processing and counting absentee ballots and reporting absentee ballot results as part of the overall election results. As the demand increases for absentee ballots, it becomes more labor intensive for staff.

To ensure elections are administered consistently, fairly, and accurately, cities and school districts in Dakota County have requested Dakota County provide more absentee voting services similar to several other Minnesota counties that provide centralized processing of absentee ballots. The City Council approved an absentee voting administration joint powers agreement for the 2023 Election on July 11, 2023. To date, the services provided by Dakota County have been positive and have been beneficial to the overall administration of the election.

During the last session, the Minnesota State Legislature established the Voting Operations, Technology, and Election Resources (VOTER) account. Money in the account is appropriated annually to the Secretary of State for distribution. Dakota County will receive the funds and distribute them to cities. Rosemount is expected to receive \$5,016 for 2024 and 2025. The funds may only be used for expenditures directly related to election administration and absentee voting. Rosemount has the option to direct Dakota County to retain the funds and apply them to the services provided under this JPA, which is staff's recommendation. After applying the VOTER funds, Rosemount's portion of the absentee voting administration services performed by Dakota County for 2024-2025 is estimated at \$18,115. Dakota County will bill the actual costs following each election. The 2024 proposed budget includes the estimated total for these services.

RECOMMENDATION

Staff is recommending that the City Council approve the joint powers agreement as attached.

**Dakota County Contract No. DCA20889
JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND
THE CITIES, TOWNSHIPS, AND SCHOOL DISTRICTS IN DAKOTA COUNTY
FOR THE PROVISION OF ABSENTEE VOTING
ADMINISTRATION SERVICES**

This is a Joint Powers Agreement ("Agreement") between the County of Dakota ("County") and THE CITIES, TOWNSHIPS, 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.

**Section 1
Term And Renewal**

1. This Agreement shall be in effect beginning January 1, 2024, until December 31, 2025, subject to automatic renewal on January 1 of each even calendar year for a two-year term beginning January 1, 2026.

**Section 2
Contract Termination**

2. This Agreement may be terminated as follows:
 - 2.1. Participation in this Agreement may be terminated without cause by the County or individual Governmental Entity effective at the end of the initial term or renewal term by providing written notice to the Parties no later than June 1 in the year prior (the odd year of the two-year term) to the next automatic renewal in Section 1;
 - 2.2. This Agreement may be terminated by the County effective at the end of a renewal term by providing written notice to the Governmental Entities no later than July 15 in the year prior to the next automatic renewal in Section 1, if the County determines, in its sole discretion, that there is an insufficient number of Governmental Entities in Dakota County participating in this Agreement to share the fixed costs of Absentee Voting Administration between the remaining participating Governmental Entities;
 - 2.3. The County or individual Governmental Entities may terminate their participation in this Agreement for cause by providing at least seven days' written notice to the County and other Governmental Entities. A party may terminate this agreement for cause 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 and may, in the discretion of the terminating party, contain an opportunity to cure the default. A termination for cause will not be effective for any election that will have an election day within 90 days of the termination date to ensure transition of absentee voting responsibilities;
 - 2.4. Termination of this Agreement does not discharge any liability, responsibility, or right of the Parties that arises 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 By Joint Powers Agreement attached hereto as **Attachment A** and incorporated by reference. The Parties agree by executing the Agreement, the County Election Director and the Governmental Entities' Clerks may agree, in writing, to modify operational responsibilities identified in **Attachment A** for operational efficiency and to maintain compliance with election laws, rules and regulations. Prior to April 1 of each calendar year, the Parties shall meet to discuss performance of the previous year election cycle and evaluate roles and duties of the Parties.

In addition to temporary staffing necessary to administer absentee voting, County will hire at least two full-time equivalent ("FTE") positions (Elections Systems Manager and Election Coordinator, or successor positions) ("FTE Costs") to ensure sufficient resources 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 absentee voting administration. All other voting processes are outside of the scope of this Agreement. This Agreement is applicable for all regularly scheduled elections or special elections in a precinct within the jurisdiction of Dakota County.

Section 5

Allocation of Costs and Invoicing

5. The County will invoice each Governmental Entity its cost share allocation for fixed costs and its share of variable costs for its voters that voted via absentee voting.
 - 5.1. The Governmental Entities will proportionately share the County's absentee balloting administration fixed costs annually based on the annual FTE Cost incurred by the County for this Agreement ("Fixed Costs"). The Fixed Costs allocated to a Governmental Entity is proportionate to its share of registered voters.
 - 5.2. The Governmental Entities agree that absentee balloting administration variable costs, such as absentee voter application and absentee ballot mailings, incurred by the County shall be shared among the Governmental Entities based on actual utilization by its voters (Variable Costs).

- 5.3. In even-numbered years for regularly scheduled or State special elections, the County shall assume 55% of Fixed Costs and Variable Costs. Each Governmental Entity shall assume the remaining portion of the Fixed Cost share as set forth in 5.1 and 45% of Variable Costs for the actual number of its voters that voted via absentee voting.
- 5.4. In even-numbered years for a city or township special election not held on a date for an election identified in Section 5.3 each Governmental Entity holding an election shall assume 100% of Variable Costs for the actual number of its voters that voted via absentee voting.
- 5.5. In odd-numbered years, the County shall assume 75% of Fixed Costs. Each Governmental Entity shall assume the remaining portion of its Fixed Cost share as set forth in 5.1.
- 5.6. In odd-numbered years for State special elections, the County shall assume 55% of Variable Costs. Each Governmental Entity shall assume the remaining 45% of Variable Costs for the actual number of its voters that voted via absentee voting.
- 5.7. In odd-numbered years, Governmental Entities holding elections other than State, County, or Federal elections shall assume 100% of Variable Costs for the actual number of its voters that voted via absentee voting. If such an election is layered with a school district election, the Governmental Entity conducting an election shall only be responsible for 50% of the Variable Costs related to a voter eligible to also vote in the school district election.
- 5.8. Each Governmental Entity will be invoiced within sixty (60) days of the final election day of each calendar year. Said invoice shall be due and payable within thirty-five (35) calendar days of invoicing. Invoicing will occur after application of any grant or other state or federal funds received by the County for absentee voting administration.
- 5.9. For illustrative purposes, cost projections for the 2024-2025 elections are attached as **Attachment B**. Final invoices will reflect actual absentee utilization and Variable Costs.

Section 6

Electronic Voting System and E-Pollbook Costs

6. The cost of the purchase, operation and maintenance of the electronic voting system, voting machines, 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 respective Parties 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.
- 15.1. 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.
- 15.2. The County agrees to defend, hold harmless and indemnify the Governmental Entities and their officials, agents, and employees, from any liability, loss, or damages the Governmental Entity may suffer or incur as a result of demands, claims, judgments, or costs arising out of or caused by the County in the performance of its obligations under this Agreement.

15.3. Each Governmental Entity agrees to defend, hold harmless and indemnify the County and its officials, agents, and employees, from any liability, loss, or damages the County may suffer or incur as a result of demands, claims, judgments, or costs arising out of or caused by its performance of its respective obligations under this Agreement.

15.4. Nothing in this Agreement shall 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 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 Agreement on behalf of the Governmental Entity and County represent that they are duly authorized to execute this Agreement on behalf of the Governmental Entity and the County and represent and warrant that this Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms. 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. Signature pages to follow)

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

COUNTY OF DAKOTA

By: _____
Director, Public Services & Revenue

Dated: _____

APPROVED AS TO FORM:

By: /s/ Thomas R. Donely
Assistant Dakota County Attorney

Dated: 10/2/2023

KS-23-495

CITY OF ***

By:

****, Its Mayor

Dated: _____

By:

***, Its Clerk

Dated: _____

TOWNSHIP OF ***

By:

****, Its Board Chair

Dated: _____

By:

***, Its Clerk

Dated: _____

SCHOOL DISTRICT # ***

By:

****, Its Superintendent

Dated: _____

By:

***, Its Clerk

Dated: _____



Absentee Voting Administration

Division of Duties by Joint Powers Agreement

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

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

Version 8/24/2023

Summary

Topic	Dakota County	Cities/Townships/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/township/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, for those entities with regular office hours.	Cities/townships/school districts which have regular office hours will maintain in-person absentee voting sites for the entire absentee voting period.
Direct balloting/Early Voting (In-person absentee ballots cast in tabulator beginning 18 days before election day)	All County in-person absentee sites will offer direct balloting for all county voters.	Direct balloting is discretionary.

Topic	Dakota County	Cities/Townships/School Districts
Health Care Facility absentee voting		Cities/townships/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.	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 ballots	If the voter's original ballot has already been accepted, the county and city/township/ 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/township/school district will spoil and replace for in-person voters.	If the voter's original ballot has already been accepted, the county and city/township/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/township/school district will spoil and replace for in-person voters.

Topic	Dakota County	Cities/Townships/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/townships/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/townships/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. Reports will be made available on the County SharePoint site in a timely manner to allow for canvassing within all deadlines.	Cities/townships/school districts will be responsible to transmit polling place results to the county. Cities/townships/school districts will canvass reports against original tapes and summary statements. Cities/townships/school districts will consult with the County when scheduling canvass meetings.
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/townships/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.

2024-2025 JPA Costs for Absentee Services - Estimate 08/24/2023

Even Year			
Base (Fixed) Costs		Absentee (Variable) Costs	
Dakota County Share	55%	Dakota County Share	55%
Municipality Share	45%	Municipality Share*	45%

Odd Year			
Base (Fixed) Costs		Absentee (Variable) Costs	
Dakota County Share	75%	Dakota County Share	0%
Municipality Share	25%	Municipality Share	100%

Municipality	# of Voters as of June 2, 2022	Fixed Cost Share (2024-2025)**	Estimated Absentee Cost (2024-2025)***	Estimated Mail Ballot Costs (2024-2025)	Reduction from Ongoing VOTER Funds****	Total Estimated Costs 2024-2025
ISD 196 - Rosemount/Apple Valley/Eagan	105,635	\$ 15,248	\$ 13,367			\$ 28,614
ISD 197 - West St. Paul/Mendota Heights/Eagan	29,698	\$ 4,287	\$ 4,576			\$ 8,863
ISD 199 - Inver Grove Heights	18,226	\$ 2,631	\$ 1,776			\$ 4,406
ISD 200 - Hastings	19,957	\$ 2,881	\$ 3,946			\$ 6,827
Lakeville	46,134	\$ 26,021	\$ 29,146		\$ (13,419)	\$ 41,747
Eagan	45,274	\$ 25,535	\$ 35,616		\$ (13,169)	\$ 47,982
Burnsville	37,883	\$ 21,367	\$ 26,194		\$ (11,019)	\$ 36,542
Apple Valley	35,735	\$ 20,155	\$ 26,339		\$ (10,395)	\$ 36,100
Inver Grove Heights	22,534	\$ 12,710	\$ 16,818		\$ (6,555)	\$ 22,973
Rosemount	17,245	\$ 9,727	\$ 13,405		\$ (5,016)	\$ 18,115
Hastings	14,571	\$ 8,218	\$ 8,704		\$ (4,238)	\$ 12,684
Farmington	13,844	\$ 7,808	\$ 8,008		\$ (4,027)	\$ 11,789
West St. Paul	12,523	\$ 7,063	\$ 7,706		\$ (3,643)	\$ 11,127
South St. Paul	12,190	\$ 6,875	\$ 4,987		\$ (3,546)	\$ 8,316
Mendota Heights	9,154	\$ 5,163	\$ 10,299		\$ (2,663)	\$ 12,800
Empire	2,017	\$ 1,138	\$ 573		\$ (587)	\$ 1,124
Ravenna Twp	1,731	\$ 976	\$ 705		\$ (504)	\$ 1,177
Eureka Twp	1,096	\$ 618	\$ 298		\$ (319)	\$ 598
Castle Rock Twp	983	\$ 554	\$ 226		\$ (286)	\$ 495
Northfield	967	\$ 545	\$ 871		\$ (281)	\$ 1,135
Vermillion Twp	933	\$ 526	\$ 226		\$ (271)	\$ 481
Marshan Twp	893	\$ 504	\$ 265		\$ (260)	\$ 509
Lilydale	801	\$ 452	\$ 763		\$ (233)	\$ 982
Nininger Twp	654	\$ 369	\$ 163		\$ (190)	\$ 341
Hampton Twp	633	\$ 357	\$ 148		\$ (184)	\$ 321
Greenvale Twp	613	\$ 346	\$ 236		\$ (178)	\$ 404
Randolph Twp	553	\$ 312	\$ 199		\$ (161)	\$ 350
Douglas Twp	523	\$ 295	\$ 115		\$ (152)	\$ 257
Sunfish Lake	436	\$ 246	\$ 250		\$ (127)	\$ 369
Hampton City	406	\$ 229	\$ 57		\$ (118)	\$ 168
Waterford Twp	378	\$ 213	\$ 155		\$ (110)	\$ 258
Sciota Twp	327	\$ 184	\$ 66		\$ (95)	\$ 156
Vermillion City	312	\$ 176	\$ 54		\$ (91)	\$ 139
Randolph City	286	\$ 161	\$ 33		\$ (83)	\$ 111
Mendota City	129	\$ 73	\$ 12		\$ (38)	\$ 47
Coates	101	NO FIXED COST SHARE		\$ 407	\$ (29)	\$ 378
Miesville	86	NO FIXED COST SHARE		\$ 344	\$ (25)	\$ 319
New Trier	56	NO FIXED COST SHARE		\$ 230	\$ (16)	\$ 214
TOTAL	455,517	\$ 183,963	\$ 216,303		\$ (82,028)	\$ 319,219

*Not applicable for special elections, which will incur 100% share to municipality.

**Fixed costs contemplate a Primary & General Election in even years and a School District General Election in odd years. PNP costs to be reimbursed separately.

***Used actual absentee voting utilization from past elections to estimate.

****Reduction of State VOTER funds is at the discretion of each municipality.

2024 Elections - Estimate 08/24/2023

100% of FTE Costs	\$ 263,000	AB Mailed Cost	\$ 10.00	AB DakCo Share	55%
Fixed costs proportioned by registered voter		AB In Person Cost	\$ 4.50	AB Municipality Share	45%
Fixed cost per reg voter	\$ 0.93				

				\$ 4.50	\$ 2.03	\$ 20,507	\$ 20,507		
Municipality	Voters as of June 2, 2022 (per VOTER Funding rules)	Proportion of Registered Voters	Annual Fixed Cost-share (45%)	Estimated Costs of AB Ballot mailed*	Estimated Costs of IP AB Ballot*	25% Reduction from Ongoing VOTER Funds for Proportioned # of Voters	25% Reduction from Ongoing VOTER Funds for AB	Total Estimated Costs - 2024	Estimated Cost Per Reg Voter
Lakeville	46,134	0.164	\$ 19,361	\$ 17,401	\$ 11,745	\$ (3,355)	\$ (3,355)	\$ 41,798	\$ 0.89
Eagan	45,274	0.161	\$ 19,001	\$ 21,263	\$ 14,353	\$ (3,292)	\$ (3,292)	\$ 48,032	\$ 1.07
Burnsville	37,883	0.134	\$ 15,899	\$ 15,638	\$ 10,556	\$ (2,755)	\$ (2,755)	\$ 36,583	\$ 0.98
Apple Valley	35,735	0.127	\$ 14,997	\$ 15,725	\$ 10,614	\$ (2,599)	\$ (2,599)	\$ 36,139	\$ 1.02
Inver Grove Heights	22,534	0.080	\$ 9,457	\$ 10,040	\$ 6,777	\$ (1,639)	\$ (1,639)	\$ 22,997	\$ 1.03
Rosemount	17,245	0.061	\$ 7,237	\$ 8,003	\$ 5,402	\$ (1,254)	\$ (1,254)	\$ 18,134	\$ 1.02
Hastings	14,571	0.052	\$ 6,115	\$ 5,197	\$ 3,508	\$ (1,060)	\$ (1,060)	\$ 12,700	\$ 0.87
Farmington	13,844	0.049	\$ 5,810	\$ 4,781	\$ 3,227	\$ (1,007)	\$ (1,007)	\$ 11,804	\$ 0.85
West St. Paul	12,523	0.044	\$ 5,256	\$ 4,601	\$ 3,106	\$ (911)	\$ (911)	\$ 11,141	\$ 0.90
South St. Paul	12,190	0.043	\$ 5,116	\$ 2,977	\$ 2,010	\$ (886)	\$ (886)	\$ 8,330	\$ 0.70
Mendota Heights	9,154	0.032	\$ 3,842	\$ 6,149	\$ 4,150	\$ (666)	\$ (666)	\$ 12,810	\$ 1.40
Empire	2,017	0.007	\$ 846	\$ 342	\$ 231	\$ (147)	\$ (147)	\$ 1,126	\$ 0.57
Ravenna Twp	1,731	0.006	\$ 726	\$ 409	\$ 276	\$ (126)	\$ (126)	\$ 1,159	\$ 0.67
Eureka Twp	1,096	0.004	\$ 460	\$ 142	\$ 96	\$ (80)	\$ (80)	\$ 539	\$ 0.49
Castle Rock Twp	983	0.003	\$ 413	\$ 135	\$ 91	\$ (71)	\$ (71)	\$ 496	\$ 0.50
Northfield	967	0.003	\$ 406	\$ 520	\$ 351	\$ (70)	\$ (70)	\$ 1,137	\$ 1.20
Vermillion Twp	933	0.003	\$ 392	\$ 135	\$ 91	\$ (68)	\$ (68)	\$ 482	\$ 0.53
Marshan Twp	893	0.003	\$ 375	\$ 142	\$ 96	\$ (65)	\$ (65)	\$ 483	\$ 0.54
Lilydale	801	0.003	\$ 336	\$ 455	\$ 307	\$ (58)	\$ (58)	\$ 982	\$ 1.26
Nininger Twp	654	0.002	\$ 274	\$ 97	\$ 66	\$ (48)	\$ (48)	\$ 342	\$ 0.52
Hampton Twp	633	0.002	\$ 266	\$ 88	\$ 60	\$ (46)	\$ (46)	\$ 321	\$ 0.52
Greenvale Twp	613	0.002	\$ 257	\$ 45	\$ 30	\$ (45)	\$ (45)	\$ 243	\$ 0.40
Randolph Twp	553	0.002	\$ 232	\$ 119	\$ 80	\$ (40)	\$ (40)	\$ 351	\$ 0.64
Douglas Twp	523	0.002	\$ 219	\$ 68	\$ 46	\$ (38)	\$ (38)	\$ 258	\$ 0.50
Sunfish Lake	436	0.002	\$ 183	\$ 149	\$ 101	\$ (32)	\$ (32)	\$ 370	\$ 0.86
Hampton City	406	0.001	\$ 170	\$ 34	\$ 23	\$ (30)	\$ (30)	\$ 169	\$ 0.40
Waterford Twp	378	0.001	\$ 159	\$ 85	\$ 57	\$ (27)	\$ (27)	\$ 245	\$ 0.65
Sciota Twp	327	0.001	\$ 137	\$ 40	\$ 27	\$ (24)	\$ (24)	\$ 156	\$ 0.46
Vermillion City	312	0.001	\$ 131	\$ 32	\$ 22	\$ (23)	\$ (23)	\$ 140	\$ 0.46
Randolph City	286	0.001	\$ 120	\$ 20	\$ 13	\$ (21)	\$ (21)	\$ 112	\$ 0.39
Mendota City	129	0.000	\$ 54	\$ 7	\$ 5	\$ (9)	\$ (9)	\$ 47	\$ 0.36
Coates	101	0.000	NO FIXED COST SHARE			\$ (7)	\$ (7)	\$ (15)	\$ (0.15)
Miesville	86	0.000	NO FIXED COST SHARE			\$ (6)	\$ (6)	\$ (13)	\$ (0.15)
New Trier	56	0.000	NO FIXED COST SHARE			\$ (4)	\$ (4)	\$ (8)	\$ (0.14)
TOTAL	282,001	1.00	\$ 118,248	\$ 114,840	\$ 77,517	\$ (20,507)	\$ (20,507)	\$ 269,591	\$ 0.96

2025 Elections - Estimate 08/24/2023

100% of FTE Costs	\$ 263,000								
Fixed costs proportioned by registered voter				AB Mailed Cost	\$ 10.00			AB DakCo Share	0%
Fixed cost per registered voter	\$ 0.93			AB In Person Cost	\$ 4.50			AB Municipality Share	100%

				\$ 10.00	\$ 4.50	\$ 20,507	\$ 20,507		
Municipality	Voters as of June 2, 2022 (per VOTER Funding rules)	Proportion of Registered Voters for VOTER funds	Annual Fixed Cost - 25 % Share	Estimated Costs of AB Ballot mailed*	Estimated Costs of IP AB Ballot*	25% Reduction from Ongoing VOTER Funds for AB	25% Reduction from Ongoing VOTER Funds for Proportioned # of Voters	Total Estimated Costs - 2025	Estimated Cost Per Reg Voter
ISD 196 - Rosemount/Apple Valley/Eagan			\$ 15,248	\$ 7,980	\$ 5,387			\$ 28,614	\$ 0.27
ISD 197 - West St. Paul/Mendota Heights/Eagan			\$ 4,287	\$ 2,732	\$ 1,844			\$ 8,863	\$ 0.30
ISD 199 - Inver Grove Heights			\$ 2,631	\$ 1,060	\$ 716			\$ 4,406	\$ 0.24
ISD 200 - Hastings			\$ 2,881	\$ 2,356	\$ 1,590			\$ 6,827	\$ 0.34
Lakeville	46,134	0.164	\$ 6,659	\$ -	\$ -	\$ (3,355)	\$ (3,355)	\$ (51)	\$ (0.00)
Eagan	45,274	0.161	\$ 6,535	\$ -	\$ -	\$ (3,292)	\$ (3,292)	\$ (50)	\$ (0.00)
Burnsville	37,883	0.134	\$ 5,468	\$ -	\$ -	\$ (2,755)	\$ (2,755)	\$ (42)	\$ (0.00)
Apple Valley	35,735	0.127	\$ 5,158	\$ -	\$ -	\$ (2,599)	\$ (2,599)	\$ (39)	\$ (0.00)
Inver Grove Heights	22,534	0.080	\$ 3,253	\$ -	\$ -	\$ (1,639)	\$ (1,639)	\$ (25)	\$ (0.00)
Rosemount	17,245	0.061	\$ 2,489	\$ -	\$ -	\$ (1,254)	\$ (1,254)	\$ (19)	\$ (0.00)
Hastings	14,571	0.052	\$ 2,103	\$ -	\$ -	\$ (1,060)	\$ (1,060)	\$ (16)	\$ (0.00)
Farmington	13,844	0.049	\$ 1,998	\$ -	\$ -	\$ (1,007)	\$ (1,007)	\$ (15)	\$ (0.00)
West St. Paul	12,523	0.044	\$ 1,808	\$ -	\$ -	\$ (911)	\$ (911)	\$ (14)	\$ (0.00)
South St. Paul	12,190	0.043	\$ 1,760	\$ -	\$ -	\$ (886)	\$ (886)	\$ (13)	\$ (0.00)
Mendota Heights	9,154	0.032	\$ 1,321	\$ -	\$ -	\$ (666)	\$ (666)	\$ (10)	\$ (0.00)
Empire	2,017	0.007	\$ 291	\$ -	\$ -	\$ (147)	\$ (147)	\$ (2)	\$ (0.00)
Ravenna Twp	1,731	0.006	\$ 250	\$ 12	\$ 8	\$ (126)	\$ (126)	\$ 18	\$ 0.01
Eureka Twp	1,096	0.004	\$ 158	\$ 36	\$ 24	\$ (80)	\$ (80)	\$ 59	\$ 0.05
Castle Rock Twp	983	0.003	\$ 142	\$ -	\$ -	\$ (71)	\$ (71)	\$ (1)	\$ (0.00)
Northfield	967	0.003	\$ 140	\$ -	\$ -	\$ (70)	\$ (70)	\$ (1)	\$ (0.00)
Vermillion Twp	933	0.003	\$ 135	\$ -	\$ -	\$ (68)	\$ (68)	\$ (1)	\$ (0.00)
Marshan Twp	893	0.003	\$ 129	\$ 16	\$ 11	\$ (65)	\$ (65)	\$ 26	\$ 0.03
Lilydale	801	0.003	\$ 116	\$ -	\$ -	\$ (58)	\$ (58)	\$ (1)	\$ (0.00)
Nininger Twp	654	0.002	\$ 94	\$ -	\$ -	\$ (48)	\$ (48)	\$ (1)	\$ (0.00)
Hampton Twp	633	0.002	\$ 91	\$ -	\$ -	\$ (46)	\$ (46)	\$ (1)	\$ (0.00)
Greenvale Twp	613	0.002	\$ 88	\$ 96	\$ 65	\$ (45)	\$ (45)	\$ 160	\$ 0.26
Randolph Twp	553	0.002	\$ 80	\$ -	\$ -	\$ (40)	\$ (40)	\$ (1)	\$ (0.00)
Douglas Twp	523	0.002	\$ 75	\$ -	\$ -	\$ (38)	\$ (38)	\$ (1)	\$ (0.00)
Sunfish Lake	436	0.002	\$ 63	\$ -	\$ -	\$ (32)	\$ (32)	\$ (0)	\$ (0.00)
Hampton City	406	0.001	\$ 59	\$ -	\$ -	\$ (30)	\$ (30)	\$ (0)	\$ (0.00)
Waterford Twp	378	0.001	\$ 55	\$ 8	\$ 5	\$ (27)	\$ (27)	\$ 13	\$ 0.03
Sciota Twp	327	0.001	\$ 47	\$ -	\$ -	\$ (24)	\$ (24)	\$ (0)	\$ (0.00)
Vermillion City	312	0.001	\$ 45	\$ -	\$ -	\$ (23)	\$ (23)	\$ (0)	\$ (0.00)
Randolph City	286	0.001	\$ 41	\$ -	\$ -	\$ (21)	\$ (21)	\$ (0)	\$ (0.00)
Mendota City	129	0.000	\$ 19	\$ -	\$ -	\$ (9)	\$ (9)	\$ (0)	\$ (0.00)
Coates	101	0.000	NO FIXED COST SHARE			\$ (7)	\$ (7)	\$ (15)	\$ (0.15)
Miesville	86	0.000	NO FIXED COST SHARE			\$ (6)	\$ (6)	\$ (13)	\$ (0.15)
New Trier	56	0.000	NO FIXED COST SHARE			\$ (4)	\$ (4)	\$ (8)	\$ (0.15)
TOTAL	282,001	1.00	\$ 65,715	\$ 14,296	\$ 9,650	\$ (20,507)	\$ (20,507)	\$ 48,647	\$ 0.11

City Council Regular Meeting: October 17, 2023

AGENDA ITEM:	Request by Maplewood Development, Inc. for Approval of the Amber Fields 13th Addition Preliminary Plat and a Minor Amendment to the Planned Unit Development Agreement	AGENDA SECTION:	CONSENT AGENDA
PREPARED BY:	Julia Hogan, Planner	AGENDA NO.	6.n.
ATTACHMENTS:	Resolutions, Minor PUD Amendment, Site Location, Existing Conditions; Preliminary Plat; Phasing Plan; Site Plan; Preliminary Grading and Drainage Plan; Preliminary Utility Plan; Landscape Plan , City Engineer's Memo Dated September 7, 2023	APPROVED BY:	LJM
RECOMMENDED ACTION: 1. Motion to adopt a resolution approving the Preliminary Plat for Amber Fields 13 th Addition, subject to the conditions in the resolution. 2. Motion to adopt a resolution approving a Minor Amendment to the Amber Fields Planned Unit Development Agreement. 3. Motion to authorize the Mayor and City Clerk to execute a Minor Amendment to the Amber Fields Planned Unit Development Agreement.			

BACKGROUND

Owner:	Earl Street Partners II, LLC.
Preliminary Plat Acres:	14.68 Acres
Met Council Acres:	14.68 Acres
Residential Lots Created:	65 Single-Family Residential Lots
Gross Density:	4.43 Units/Acre
Net Density:	4.43 Units/Acre
Comprehensive Plan Guiding:	MUR-Mixed Use Residential
Current Zoning:	R1-Low Density Residential

Surrounding Land Uses

North:	High Density Residential
East:	Mixed Use Residential
South:	Mixed Use Residential
West:	Mixed Use Residential

The City Council is being asked to consider a request by Maplewood Development for approval of a preliminary plat for Amber Fields 13th Addition to create 65 single-family residential lots. This addition is one of eight different single-family lot subdivisions that is planned within the Amber Fields Development area. Staff is recommending approval of the request by the developer, subject to the conditions included in the recommended action and the Engineer's Memo dated September 7, 2023, and subject to City Council approval of a Minor Amendment to the Amber Fields Planned Unit Development Agreement.

PLANNING COMMISSION ACTION

The Planning Commission reviewed the applicants' requests at its meeting on September 26, 2023, at which a public hearing was held to receive public comment. The Commission inquired about the minor amendment request to the Amber Fields PUD and what qualified the request to be a minor amendment over a major amendment. Staff informed the Commission that many factors go into deciding whether an amendment request is major or minor, but ultimately it is at the discretion of the Community Development Director via city code to decide if the request fits into the category of minor or major. The Commission also asked staff if there were any environmental concerns about approving decreased lot sizes, which staff explained that the City's Engineering/Public Works department reviewed the submitted application and had no concerns with the request. The Commission also inquired about the landscaping requirements for this addition, and staff explained that the landscaping requirement would be required to be followed and that a condition of approval with the preliminary plat is a landscape surety to make sure the developer follows that requirement. Staff informed the Commission that the landscape plan that was submitted met the minimum requirements per the City's code. The Commission did not receive any comments during the public hearing or prior to the meeting. The Planning Commission voted unanimously to recommend approval of the applicant's request.

BACKGROUND

The present applications are the latest step in a long process of planning for the development within UMore Park. The developer received Planned Unit Development approval with Rezoning from the City Council at its September 7, 2021, meeting. The Planned Unit Development anticipated roughly 1,959 residential units, which were to include a mixture of housing types such as single-family lots, townhome lots, and multi-family lots. There has been a total of 12 Amber Fields additions that have been approved by the City Council. Preliminary Plat Areas that have been approved by City Council include Amber Fields 2nd, 3rd, 4th, 5th, 6th, 7th and 8th additions with additions 9th, 10th, 11th and 12th being the remaining areas of the designated preliminary plat areas that are shown in the table below. There has been a total of 1,393 housing units approved so far within the Amber Fields Development Area and the table below shows the break down of units that have been approved per addition.

Amber Field Additions	Housing Type	Total Units	Approved by City Council
Amber Fields 2nd and 12th Additions	Single Family and Townhome	301 units	May 2022 and September 2023
Amber Fields 3rd and 11th Additions	Single Family	182 units	June 2022 and September 2023
Amber Fields 4th and 9th Additions	Single Family	108 units	July 2022 and April 2023
Amber Fields 5th and 10th Additions	Single Family	124 units	July 2022 and April 2023
Amber Fields 6th Addition	Multifamily	268 units	July 2022
Amber Fields 7th Addition	Multifamily	250 units	August 2022
Amber Fields 8th Addition	Multifamily	160 units	December 2022

The developer is proposing 65 single family residential lots throughout the 14.68-acre section of the Amber Fields development area. This addition is located in the southeast portion of the development, extending north from the proposed connection road that will connect the Amber Fields Development area to Akron Ave. This addition is also directly west from Akron Avenue. The Amber Fields 13th Addition subdivision is planned to be built out in two phases. The first phase will consist of the eastern portion of the site along with the connection road off of Akron Avenue and the eastern portion of the interior roadways. The second phase will consist of the remaining western portion of the site and the trail connection to the central greenway area.

Legal Authority

Preliminary Plat requests are quasi-judicial decisions for the Planning Commission, meaning that the Planning Commission is acting as a judge to determine if the regulations within the Comprehensive Plan, Zoning Ordinance and Subdivision Ordinance are being followed. Generally, if these applications meet the City's established requirements, they must be approved. Staff's review of each application is provided below.

General Subdivision Design

The preliminary plat area is located in the southeastern portion of the Amber Fields development area directly west of Akron Avenue and north of 154th St W. The preliminary plat area is shown to be accessed by two public streets directly off of the future connection road to Akron Avenue currently called Road A. The proposed access road is shown as Road B and will extend from the southwest corner of the subdivision off of Road A and loop through the site back to Road A in the southeast corner. There is another street shown within the subdivision called Road C, this road will connect to the looped Road B. There is a 5-foot concrete sidewalk shown to be located throughout the site, as well as a trail in the northwest area of the site that will connect to the Greenway Area access trail.

Land Use and Zoning

The site is designated for MUR-Mixed Use Residential land uses, which can include a range of housing types from single-family homes on traditional sixty-five foot lots to townhomes. The zoning district in which the preliminary plat is located in is the R1-Low Density Residential zoning district. The Amber Fields Planned Unit Development Agreement includes several deviations from the Zoning Ordinance.

The applicant is requesting a Minor Amendment to the PUD to reduce the minimum lot width and to reduce the minimum lot area square footage. The proposed corner lots within the subdivision meet the Amber Fields PUD requirements for minimum lot width and minimum lot area but there are a few interior lots that do not meet the minimum 45 ft. lot width and 5,400 square foot lot area minimum. In addition to dimensional standards, the table below compares the proposed preliminary plat to the standards of the Amber Fields PUD.

Category	Required (Amber Fields PUD)	Amber Fields 13 th Addition
Min. Lot Area (sf)	5,400 (interior) 7,200 (corner)	5,200 (interior) 7,200 (corner)
Min. Lot Width	45 ft. (interior) 55 ft. (corner)	40 ft. (interior) 55 ft. (corner)
Min. Front Yard Setback	25 ft	25 ft.
Min. Side Yard Setback	5 ft. dwelling/5 ft. garage/10 ft. corner (45-ft. wide lots) 10 ft. dwelling/5 ft. garage/20 ft. corner (55- and 65-ft. wide lots)	5 ft. dwelling and garage/20 ft. for corner lots
Min. Rear Yard Setback	20 ft.	20 ft., 30 ft. for Block 3

Phasing

The applicant has provided a phasing plan that shows development initially occurring in the southeastern portion of the preliminary plat area. This area contains 37 of the 65 proposed single-family lots. The connection road, and the eastern portion of Road B and C will be constructed with this first phase of the 13th Addition. The second phase will consist of the remaining 28 single family lots and as well as the remaining portions of Road B, Road C and the access trail to the greenway area.

Streets and Sidewalks

There are two proposed public streets going into the Amber Fields 13th Addition preliminary plat area with both of those streets extending from the future connection road that is currently called Road A. Road B extends from Road A in the southwest corner of the subdivision and loops through the site back to Road A in the southeast corner. Road C extends through the central portion of the site in between the looped Road B.

A five-foot sidewalk is proposed along the north side of Road A and spans along the whole 13th Addition up to Akron Avenue. There is also a sidewalk proposed along one side of Road B that loops throughout the whole subdivision and as well as a sidewalk along the north side of Road C. There is also a trail extension shown in between Lots 19 and 20, Block 1 of the site which will connect the subdivision to the adjacent trails for access to the central greenway area.

Parks

The Parks and Recreation staff has reviewed the park dedication requirement for Amber Fields 13th Addition as part of the overall Master Development Plan in order to take into account the multiple

playgrounds and extensive open space within the development. Therefore, there is no park dedication requirement for this phase of Amber Fields.

Preservation and Landscaping

A tree inventory was conducted for the overall Amber Fields development area, and a total of 1,983 caliper inches of trees were identified for replacement following the formula laid out in the City Code. A total of 425 caliper inches of trees as mitigation has been provided throughout the Amber Fields Development area with 325 of those caliper inches being provided with the initial phase of construction which included the construction of 148th Street West and the extension of Auburn Avenue. 37.5 inches of caliper inches will be provided within the preliminary plat area of the 13th addition, leaving 1,520.5 caliper inches of trees needing to be provided as replacement throughout the remaining phases of Amber Fields. Staff is confident this will be met as development continues.

The landscape plan submitted by the applicant shows a total of 88 trees to be planted throughout the preliminary plat area. The City code requires one tree per lot/frontage in the R1 and R2 zoning districts, which the landscape plan meets that requirement. A total of 88 trees will be planted with this addition, therefore a landscaping surety in the amount of \$29,040 (88 trees x \$300 plus 10%) is required as a condition of approval.

Utilities

The site will be served by existing sanitary sewer located within the connection Road A which extends west off of Akron Avenue. The sanitary sewer system extends within Road B from Road A and this extension provides service to the entire subdivision as it extends within the loop street of Road B and extends within Road C. Water will be provided to the site via an existing 8" watermain that is proposed to be extended within the streets of the preliminary plat area. Stormwater is managed across the entire site with detention and retention ponds located in the central open area of Amber Fields.

Engineering Review

The City's engineer has provided a memorandum containing comments related to the plans provided. The memorandum included comments related to utilities, signage and street lighting, grading and general storm sewer design. A copy of the memorandum is included in the attachments.

Additional comments from the City's Engineering/Public Works department regarding this request included that the agreed-upon maintenance roles and responsibilities for trails, sidewalks and landscaping/irrigation will need to be followed and they will need to be conveyed to the future HOA that will be set up for this preliminary plat area.

RECOMMENDATION

The Planning Commission and staff are recommending approval of the preliminary plat for Amber Fields 13th Addition, subject to conditions in the recommended action and contained within the Engineer's memorandum dated September 7, 2023. The recommendation is based on information provided by the applicant and reviewed in this report.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2023-XX

**A RESOLUTION APPROVING THE PRELIMINARY PLAT
AND FINAL PLAT FOR AMBER FIELDS THIRTEENTH ADDITION**

WHEREAS, the City of Rosemount received a request for Preliminary Plat approval from Maplewood Development, concerning property legally described as:

Outlot O, AMBER FIELDS, Dakota County, Minnesota

WHEREAS, on September 26, 2023, the Planning Commission of the City of Rosemount held a public hearing and reviewed the Preliminary Plat for Amber Fields Thirteenth Addition; and

WHEREAS, on September 26, 2023, the Planning Commission recommended approval of the Preliminary Plat for Amber Fields Thirteenth Addition, subject to conditions; and

WHEREAS, on October 17, 2023, the City Council of the City of Rosemount reviewed the Planning Commission's recommendations.

NOW, THEREFORE, BE IT RESOLVED, the Council of the City of Rosemount hereby approves the Preliminary Plat for Amber Fields Thirteenth Addition, subject to the following conditions:

- a. Conformance with all requirements of the City Engineer as detailed in the attached memorandum dated September 7, 2023.
- b. Approval of a Minor Amendment to the Amber Fields Planned Unit Development Agreement.
- c. Approval of the preliminary plat from the Dakota County Plat Commission.
- d. Payment of \$29,040 as a landscape surety.
- e. Payment of trunk area charges in the amount of:
 - i. Sanitary Sewer Trunk Charge: \$1,075/acre
 - ii. Watermain Trunk Charge: \$6,500/acre
 - iii. Storm Sewer Trunk Charge: \$6,865/acre

ADOPTED this 17th day of October 2023, by the City Council of the City of Rosemount.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2023-XX

**A RESOLUTION APPROVING A MINOR AMENDMENT TO THE AMBER FIELDS
PLANNED UNIT DEVELOPMENT AGREEMENT ALLOWING FOR REVISED INTERIOR LOT
STANDARDS FOR THE AMBER FIELDS 13TH ADDITION PRELIMINARY PLAT AREA**

WHEREAS, the Community Development Department of the City of Rosemount received a request from Maplewood Development, Inc., to amend the Amber Fields Planned Unit Development Agreement to revise the interior lots standards for the Amber Fields 13th Addition Preliminary Plat Area; and

WHEREAS, staff has prepared and recommends a Minor PUD Amendment to reduce the interior lot standards for the Amber Fields 13th Addition Preliminary Plat Area; and

WHEREAS, on October 17th, 2023, the City Council of the City of Rosemount reviewed the application and staff recommendation.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Rosemount hereby approves the Minor Amendment to the Amber Fields Planned Unit Development Agreement to revise the interior lot standards for the Amber Fields 13th Addition Preliminary Plat Area; subject to the following conditions:

1. The following deviations from the City Code:
 - a. A deviation from Section 11-4-5 F. 1. to reduce the minimum lot area to 5,200 square feet for interior lots.
 - b. A deviation from Section 11-4-5 F. 2. to reduce the minimum lot width to 40-feet for interior lots.
2. Execution of the Minor Amendment to the Amber Fields Planned Unit Development Agreement.

ADOPTED this 17th day of October 2023, by the City Council of the City of Rosemount.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

**A MINOR AMENDMENT TO THE AMBER FIELDS PLANNED UNIT
DEVELOPMENT (PUD) AGREEMENT ALLOWING FOR REVISED INTERIOR LOT
STANDARDS FOR THE AMBER FIELDS 13TH ADDITION PRELIMINARY PLAT
AREA**

THIS DECLARATION made this 17th day of October, 2023 by and between **MAPLEWOOD DEVELOPMENT, INC.**, (hereinafter referred to as the “Declarant”), and the **CITY OF ROSEMOUNT, a Minnesota municipal corporation** (hereinafter referred to as the “City”);

WHEREAS, Declarant is the owner of the real property described on Attachment One, attached hereto and hereby made a part hereof (hereinafter referred to as the “Subject Property”); and

WHEREAS, the Subject Property is subject to a Planned Unit Development Agreement, “Amber Fields Master Development Plan” dated September 7, 2021 and as amended on May 17th, 2022, June 21st, 2022, July 19th, 2022, August 16th, 2022, September 6th, 2022 and December 6, 2022 (hereinafter referred to as the “Planned Unit Development Agreement”); and

WHEREAS, Declarant wishes to further amend the Planned Unit Development Agreement as hereinafter provided, which amendment has been approved and consented to by the City of Rosemount, acting through its City Council, as evidenced by the duly authorized signatures of its officers affixed hereto.

NOW, THEREFORE, the Declarant declares that the Subject Property is, and shall be, held, transferred, sold, conveyed and occupied subject to the covenants, conditions, and restrictions, hereinafter set forth.

1. The use and development of the Subject Property shall conform to the Planned Unit Development Agreement except as modified herein.
 - a. The Planned Unit Development Agreement shall be amended to allow for the minimum lot area for interior lots to be 5,200 square feet instead of the required 5,400 square feet and to allow for the minimum lot width for interior lots to be 40 feet instead of the required 45 feet.
2. Except as modified by paragraph 1 and 2 of this Amendment, the Planned Unit Development Agreement shall remain in full force and effect.
3. The obligations and restrictions of this Amendment shall run with the land of the Subject Property and shall be enforceable against the Declarant, its successors and assigns, by the City of Rosemount acting through its City Council. This Amendment may be amended from time to time by a written amendment executed by the City and the owner or owners of the lot or lots to be affected by said amendment.

IN WITNESS WHEREOF, the undersigned as duly authorized agents, officers or representatives of Declarant have hereunto set their hands and seals as of the day and year first above written.

DECLARANT

_____.

By _____
Its _____

By _____
Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023
by _____ and _____, the _____ and
_____, for and on behalf of _____, a _____ by and
on behalf of said _____.

Notary Public

This Amendment is approved and consented to by the City Council of the City of Rosemount.

CITY OF ROSEMOUNT

By: _____
Jeffery D. Weisensel, Mayor

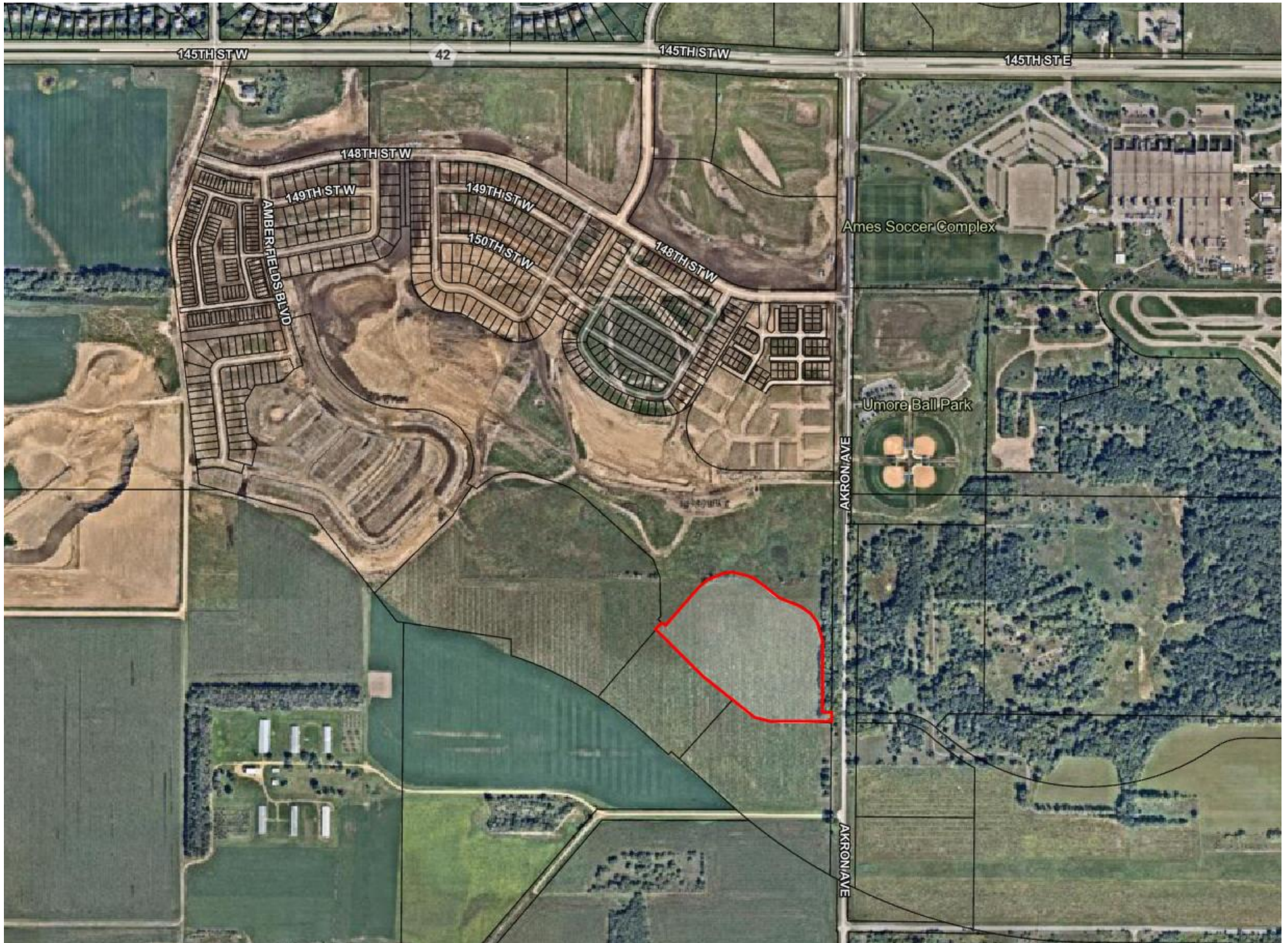
And by: _____
Erin Fasbender, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023
by Jeffery D. Weisensel and Erin Fasbender, the Mayor and City Clerk, respectively, for and on behalf
of the City of Rosemount, a Minnesota corporation, by and on behalf of said corporation.

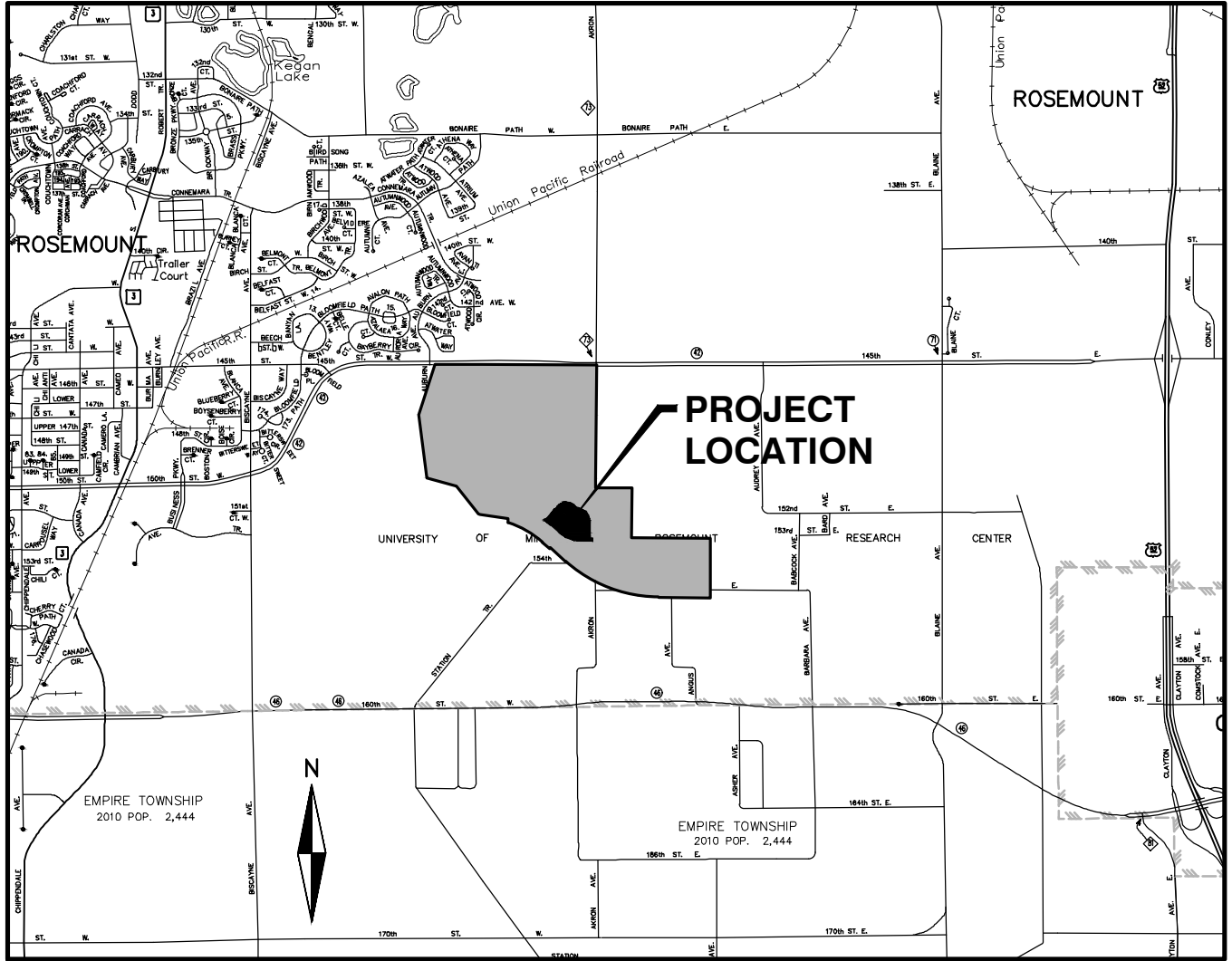
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of Rosemount
2875 145th Street West
Rosemount, MN 55068
651-423-4411



AMBER FIELDS - M/I HOMES PHASE 3

PRELIMINARY PLAT



VICINITY MAP
SCALE: 1" = 4000'

DEVELOPER

MAPLEWOOD DEVELOPMENT
1128 HARMON PLACE
SUITE 320
MINNEAPOLIS, MN 55403
PH: 612-746-4046
CONTACT: MARIO J. COCCHIARELLA

CONSULTANT

ALLIANT ENGINEERING, INC.
733 MARQUETTE AVENUE SOUTH
SUITE 700
MINNEAPOLIS, MN 55402
PH: 612-758-3080
FX: 612-758-3099

ENGINEER

CLARK WICKLUND
LICENSE NO. 40922
EM: cwicklund@alliant-inc.com

SURVEYOR

DANIEL EKREM
LICENSE NO. 57366
EM: dekrem@alliant-inc.com

LANDSCAPE ARCHITECT

MARK KRONBECK
LICENSE NO. 26222
EM: mkronbeck@alliant-inc.com

SHEET INDEX

NO.	SHEET TITLE
1	COVER SHEET
2	EXISTING CONDITIONS PLAN
3	PRELIMINARY PLAT
4	PHASING PLAN
5	SITE PLAN
6	GRADING AND DRAINAGE PLAN
7	GRADING PROFILES
8-10	EROSION AND SEDIMENT CONTROL PLAN
11	EROSION AND SEDIMENT CONTROL NOTES
12	SANITARY SEWER AND WATERMAIN PLAN
13-16	STORM SEWER PLAN
17-18	LANDSCAPE PLAN



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



AMBER FIELDS - 13TH ADDITION
ROSEMOUNT, MN
PRELIMINARY PLAT SUBMITTAL
COVER SHEET

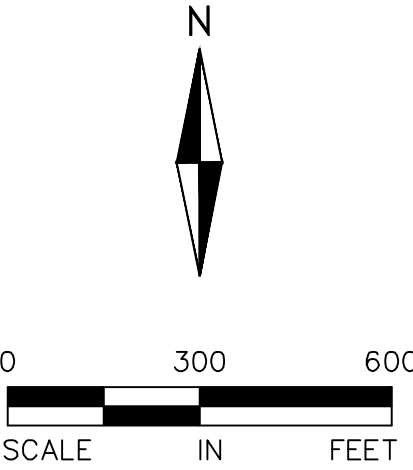
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

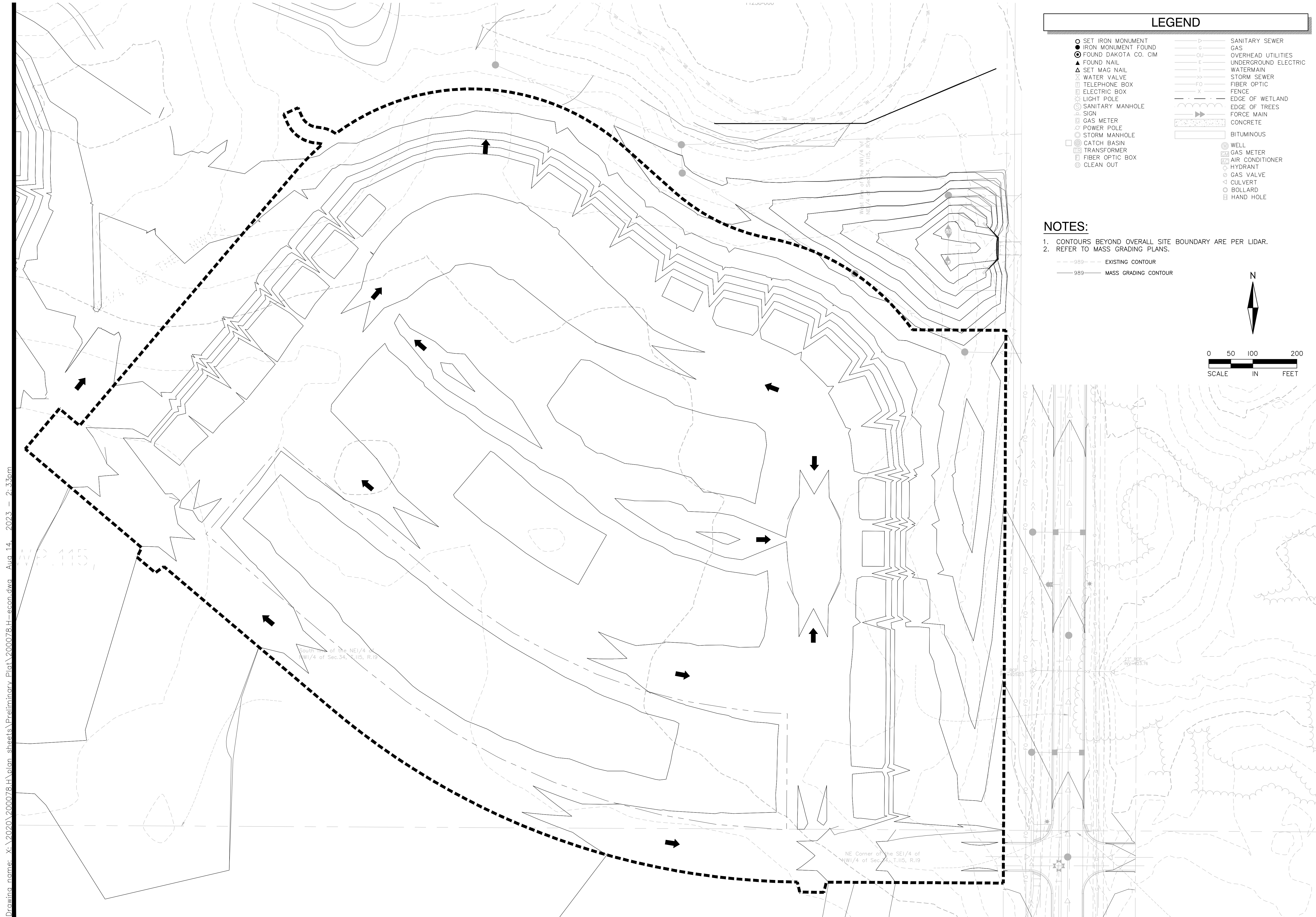
CLARK WICKLUND, PE
Date: License No.

QUALITY ASSURANCE/CONTROL

BY	DATE
DATE	ISSUE
08-14-23	CITY SUBMITTAL

PROJECT	TEAM	DATA
DESIGNED:	DBR	/ DMS
DRAWN:	DBR	/ DMS
PROJECT NO:	220-0078.H	





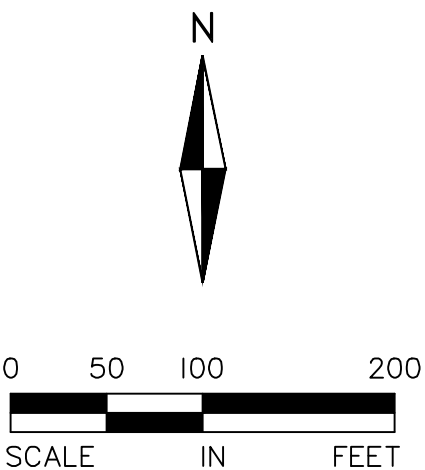
LEGEND

- [illegible]

NOTES:

1. CONTOURS BEYOND OVERALL SITE BOUNDARY ARE PER LIDAR.
2. REFER TO MASS GRADING PLANS.

- - -989- - - EXISTING CONTOUR
 ———989——— MASS GRADING CONTOUR



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Suite 700
Minneapolis, MN 55402
612.758.3080
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M/I HOMES

AMBER FIELDS - 13TH ADDITION

ROSEMOUNT, MN

PRELIMINARY PLAT SUBMITTAL

EXISTING CONDITIONS

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

CLARK WICKLUND, PE

Date	License No.
------	-------------

QUALITY ASSURANCE/CONTROL

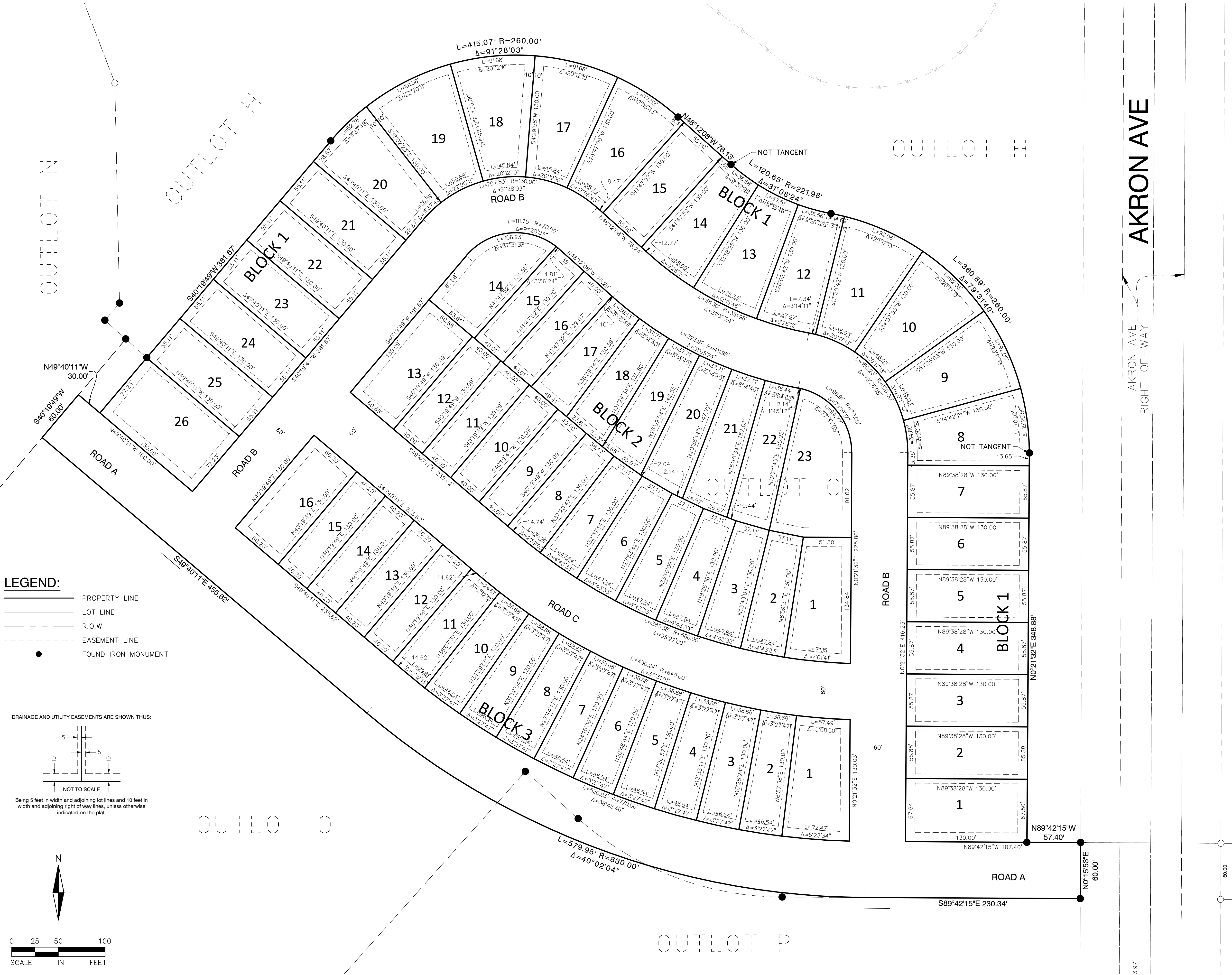
BY	DATE
DATE	ISSUE
08-14-23	CITY SUBMITTAL

PROJECT TEAM DATA	
DESIGNED:	DBR / DMS
DRAWN:	DBR
PROJECT NO:	220-0078.H

2

SHEET 2 of 19

Drawing name: X:\2020\200078.H\plan sheets\Preliminary Plat\200078.H-preplat.dwg, Aug. 14, 2023 — 2:34pm





ALLIANT

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





AMBER FIELDS - 13TH ADDITION

ROSEMOUNT, MN

PRELIMINARY PLAT SUBMITTAL

PRELIMINARY PLAT

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

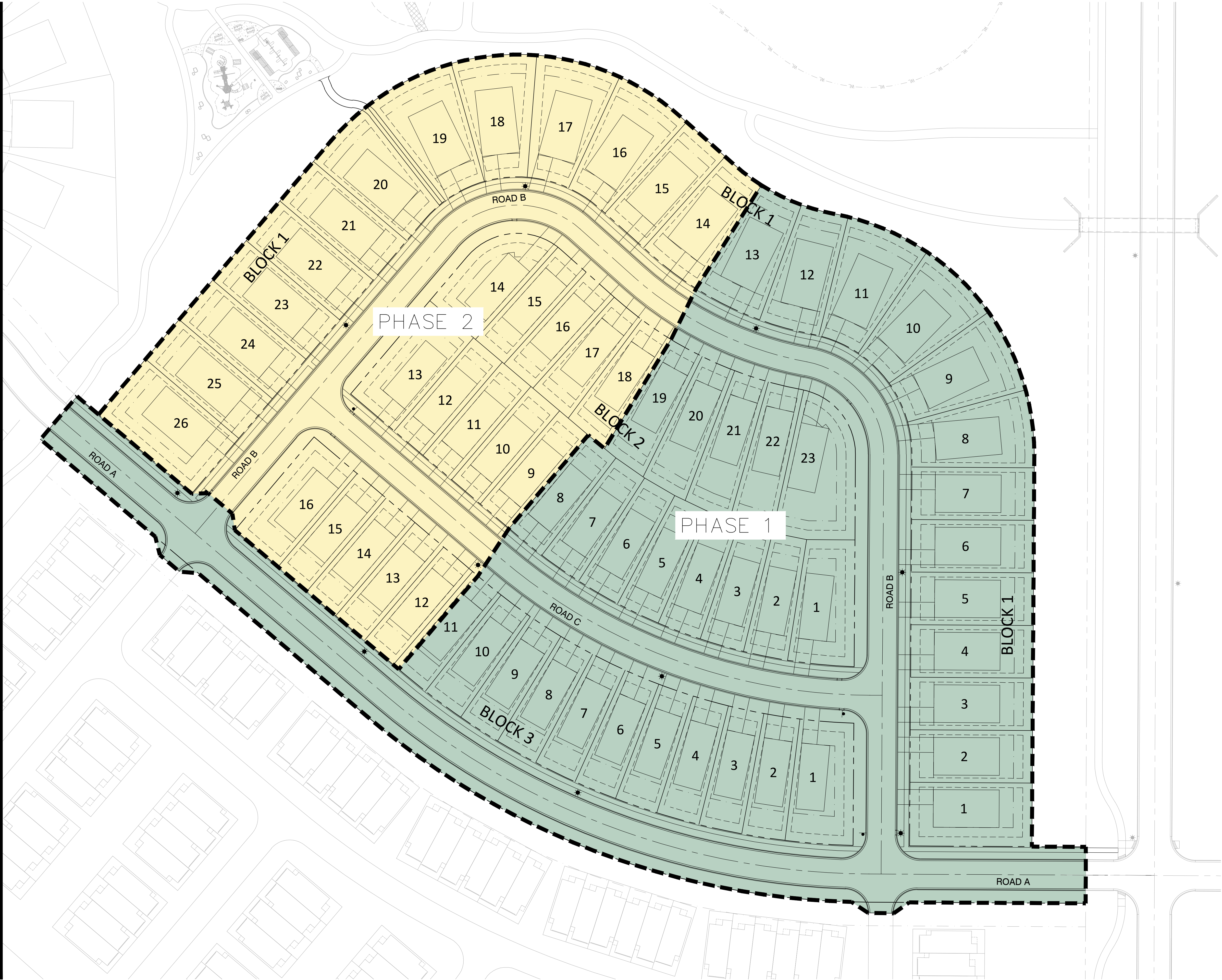
CLARK WICKLUND, PE
Date: License No.

QUALITY ASSURANCE/CONTROL

BY	DATE
DATE	ISSUE
08-14-23	CITY SUBMITTAL

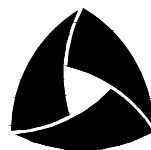
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DESIGNED: DBR / ELL
DRAWN: DBR
PROJECT NO: 220-0078.H

Drawing name: X:\2020\200078.H\plan_sheets\Preliminary Plat\200078.H-phases.dwg Aug 14, 2023 2:34pm



LEGEND:

- EASEMENT LINE
- BUILDING SETBACK
- PROPERTY LINE
- LOT LINE
- ROW
- PHASE 1 - 37 LOTS
- PHASE 2 - 28 LOTS



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M/I HOMES

AMBER FIELDS - 13TH ADDITION

ROSEMOUNT, MN

PRELIMINARY PLAT SUBMITTAL

PHASING PLAN

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CLARK WICKLUND, PE

Date: License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

08-14-23 CITY SUBMITTAL

PROJECT TEAM DATA

DESIGNED: DBR / DMS

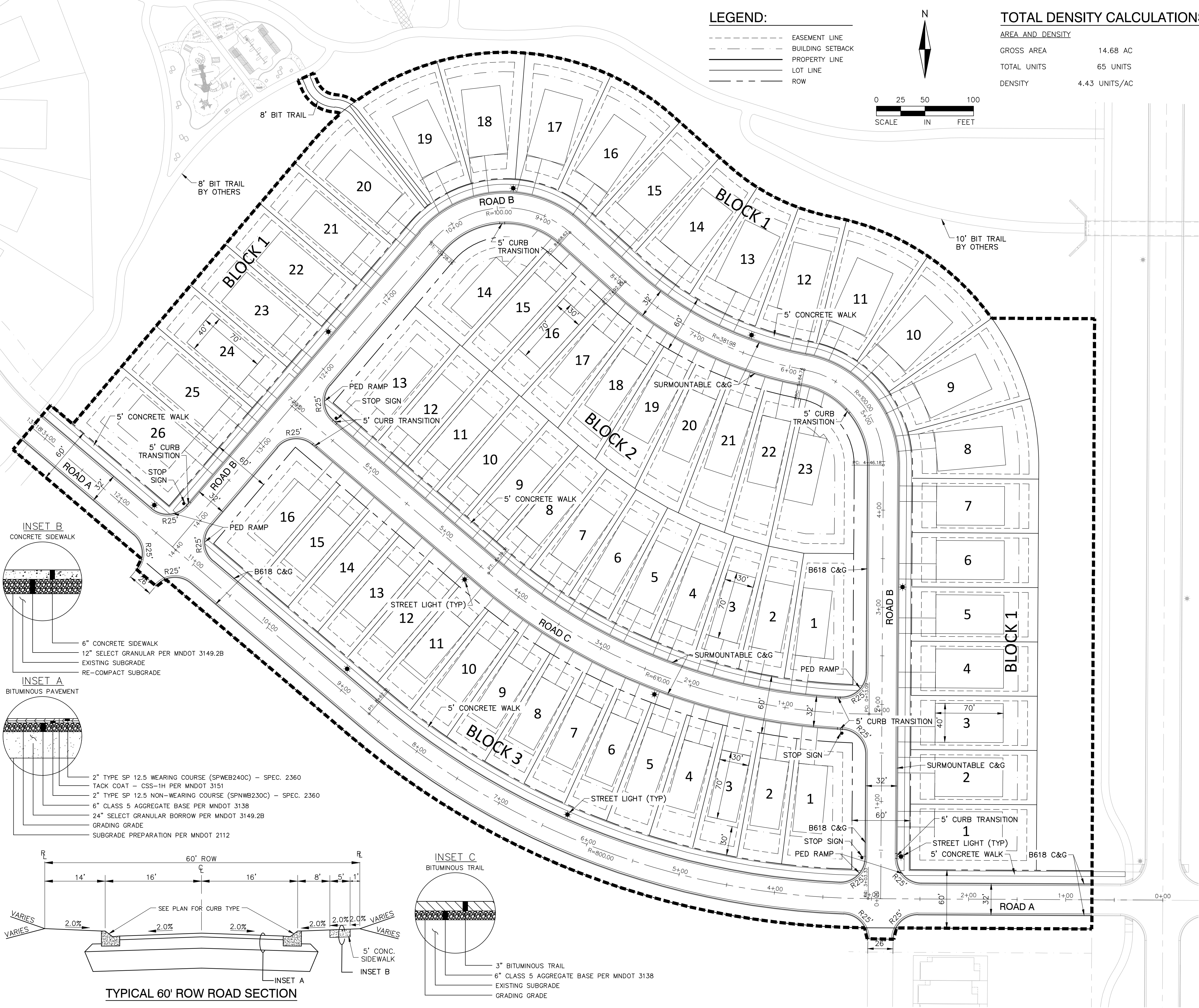
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PROJECT NO: 220-0078.H

4

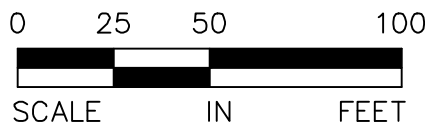
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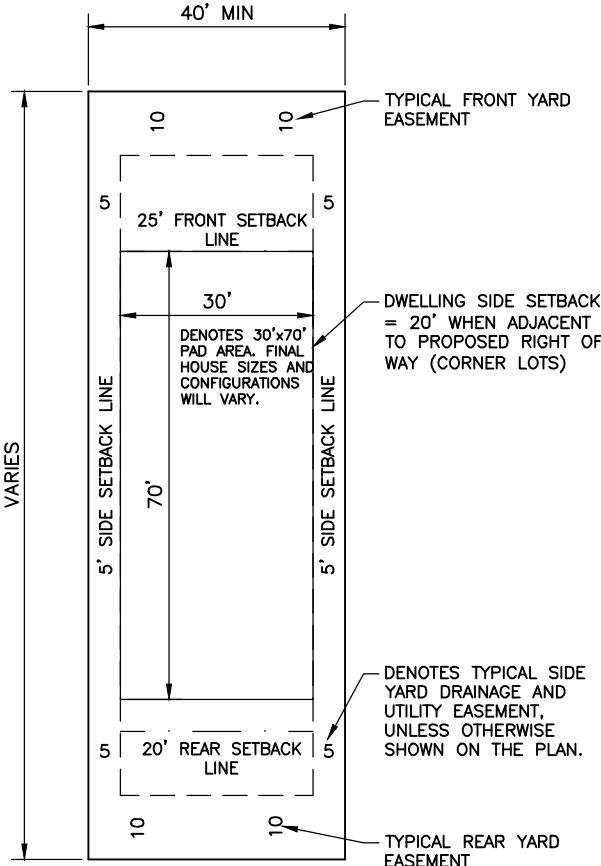
LEGEND:

- EASEMENT LINE
- BUILDING SETBACK
- PROPERTY LINE
- LOT LINE
- ROW



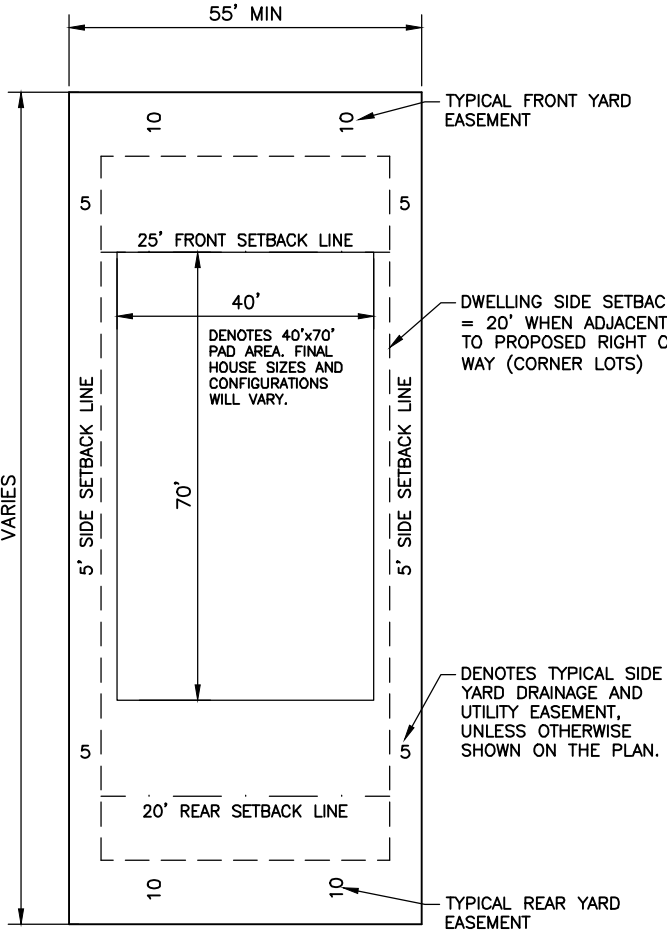
TOTAL DENSITY CALCULATIONS:

AREA AND DENSITY	
GROSS AREA	14.68 AC
TOTAL UNITS	65 UNITS
DENSITY	4.43 UNITS/AC



TYPICAL 40' LOT DETAIL

NOT TO SCALE



TYPICAL 55' LOT DETAIL

NOT TO SCALE

SITE PLAN NOTES:

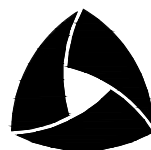
- REFER TO ARCHITECTURAL DRAWINGS FOR CONCRETE STOOPS ADJACENT TO PROPOSED BUILDING.
- CONTINUOUS CONCRETE CURB & GUTTER WHICH CHANGES TYPE SHALL HAVE A MIN. FIVE FOOT (5') TRANSITION.
- ALL CONCRETE CURB AND GUTTER ADJACENT TO CONCRETE WALK BE SEPARATED BY A 1/2 INCH EXPANSION JOINT.
- ALL WORK WITHIN THE R.O.W. SHALL COMPLY WITH CITY OF ROSEMOUNT ENGINEERING DESIGN STANDARDS.
- ALL STREET SIGNAGE, PUBLIC & PRIVATE, SHALL COMPLY WITH THE MN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- ALL CURB AND GUTTER TO BE CONCRETE B618 OR SURMOUNTABLE TYPE AS NOTED, PER CITY OF ROSEMOUNT STANDARDS.
- ALL PUBLIC SIDEWALKS WITHIN THE PUBLIC RIGHT OF WAY SHALL BE 5' WIDE.

SINGLE FAMILY LOT DATA:

LOT TYPE BREAKDOWN

55' WIDE BLOCK 1, LOTS 1-26	26 UNITS
40' WIDE BLOCK 2, LOTS 1-23 BLOCK 3, LOTS 1-16	39 UNITS
TOTAL LOTS	65 UNITS

SETBACKS	
FRONT	25 FT
SIDE	5 FT
SIDE (ROW)	20 FT
REAR	20 FT
REAR (BLOCK 3)	30 FT



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AMBER FIELDS - 13TH ADDITION

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PRELIMINARY PLAT SUBMITTAL

SITE PLAN

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BY DATE

DATE ISSUE

08-14-23 CITY SUBMITTAL

PROJECT TEAM DATA

DESIGNED: DBR

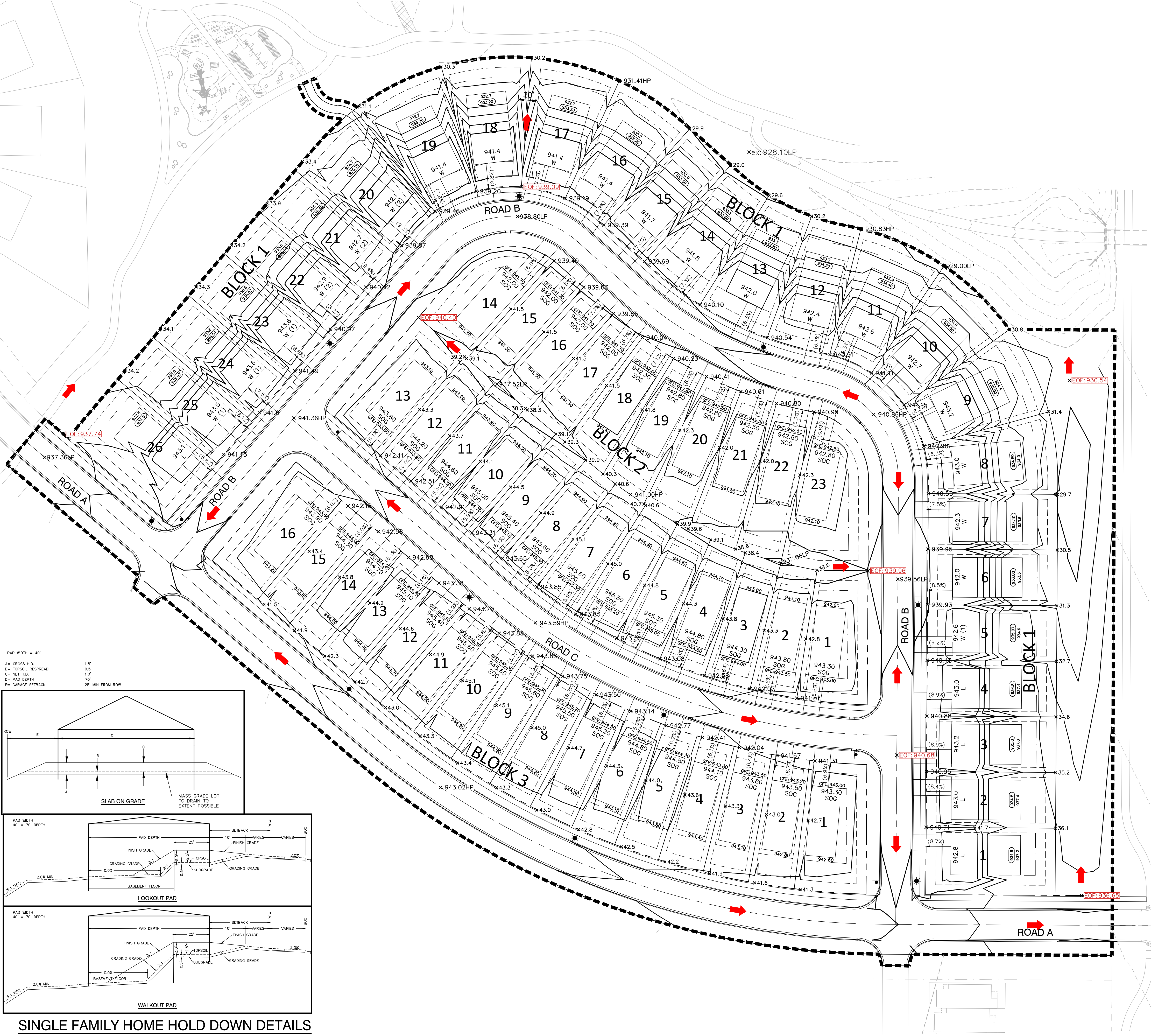
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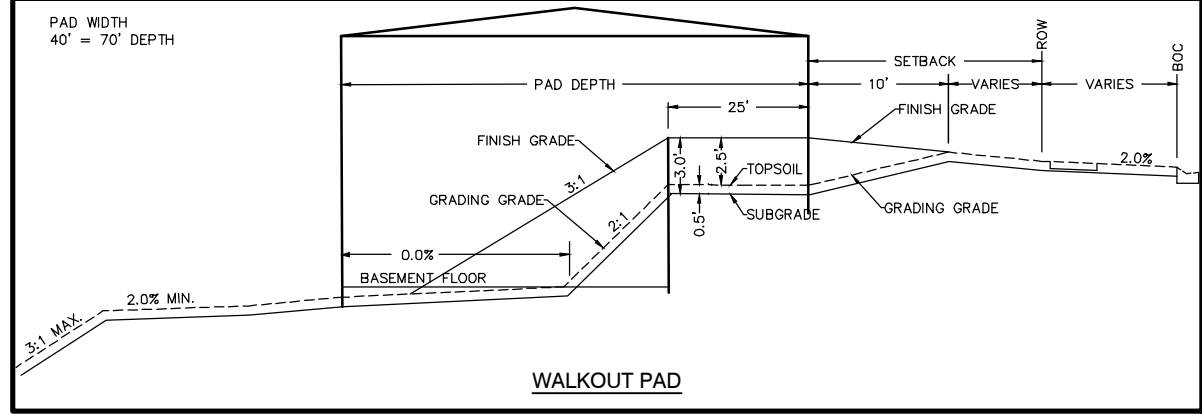
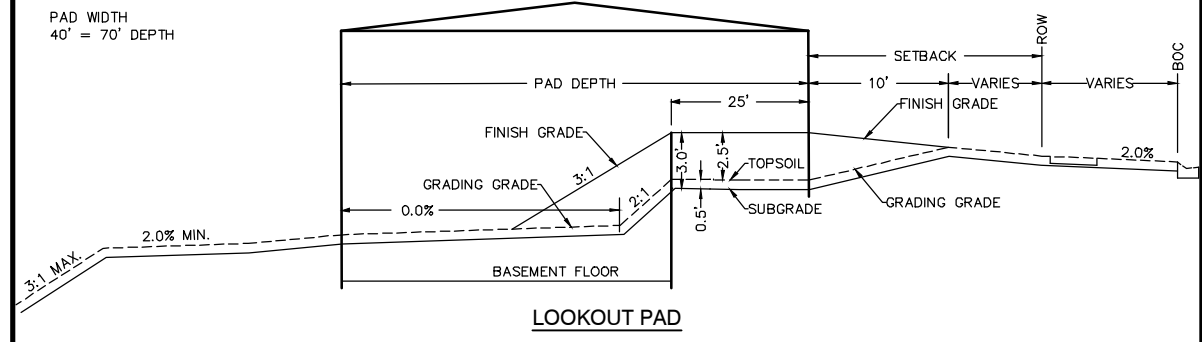
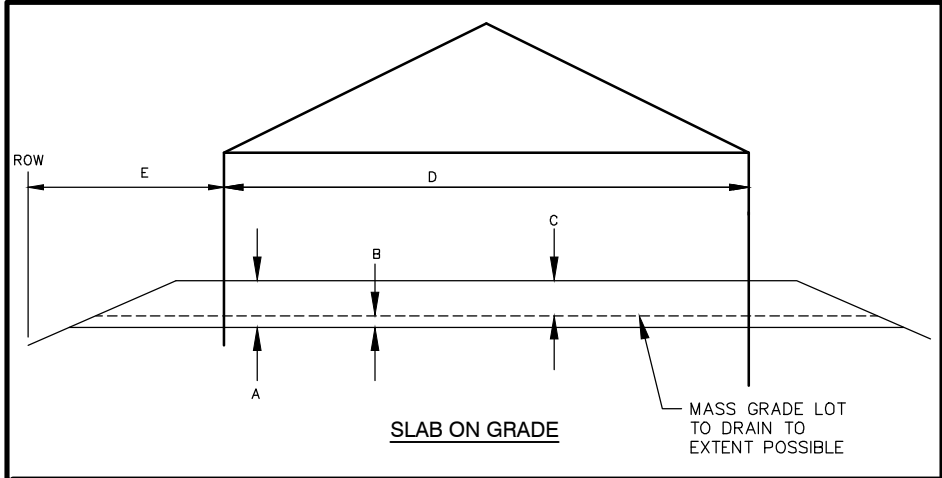
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SHEET 5 of 18

Drawing name: X:\2020\200078.H\plan sheets\Preliminary Plat\200078.H-grad.dwg Aug 14, 2023 -- 2:35pm



PAD WIDTH = 40'
A= GROSS H.D.
B= TOPSOIL RESPAED
C= NET H.D.
D= PAD DEPTH
E= GARAGE SETBACK
1.5'
0.5'
1.0'
7.0'
25' MIN FROM ROW



SINGLE FAMILY HOME HOLD DOWN DETAILS
NOT TO SCALE

GRADING NOTES:

- ALL FINISHED GRADES SHALL SLOPE AWAY FROM PROPOSED BUILDINGS AT MINIMUM GRADE OF 2.0%. ALL SWALES SHALL HAVE A MINIMUM SLOPE OF 2.00% UNLESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL KEEP THE ADJACENT ROADWAYS FREE OF DEBRIS AND PREVENT THE OFF-SITE TRACKING OF SOIL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY, WATERSHED AND NPDES PERMIT.
- NOTIFY GOPHER STATE ONE CALL AT (800) 252-1166 48 HOURS PRIOR TO START OF CONSTRUCTION.
- ALL IMPROVEMENTS TO CONFORM WITH CITY OF ROSEMOUNT STANDARD CONSTRUCTION SPECIFICATIONS, LATEST EDITION.
- ROCK CONSTRUCTION ENTRANCES SHALL BE PROVIDED AT ALL CONSTRUCTION ACCESS POINTS.
- REFER TO GEOTECHNICAL REPORT AND PROJECT MANUAL FOR SOIL CORRECTION REQUIREMENTS AND TESTING REQUIREMENTS.
- STRIP TOPSOIL PRIOR TO ANY CONSTRUCTION. REUSE STOCKPILE ON SITE. STOCKPILE PERIMETERS MUST BE PROTECTED WITH SILT FENCE. ON SITE TOPSOIL CAN BE USED IF IT MEETS CITY SPECIFICATIONS AS DETERMINED BY CITY ENGINEER OR THEIR REPRESENTATIVE.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- IMMEDIATELY FOLLOWING GRADING OF (3:1 OR GREATER) SIDE SLOPES AND DRAINAGE SWALES, WOOD FIBER BLANKET OR OTHER APPROVED SOIL STABILIZING METHOD (APPROVED BY ENGINEER) SHALL BE APPLIED OVER APPROVED SEED MIXTURE AND A MINIMUM OF 6" TOPSOIL.
- THE GENERAL CONTRACTOR MUST DISCUSS DEWATERING PLANS WITH ALL SUBCONTRACTORS TO VERIFY NPDES PERMIT REQUIREMENTS. IF DEWATERING IS REQUIRED DURING CONSTRUCTION, CONTRACTOR SHOULD CONSULT WITH EROSION CONTROL INSPECTOR AND ENGINEER TO DETERMINE APPROPRIATE METHOD.
- REFER TO GRADING AND DRAINAGE AND EROSION AND SEDIMENT CONTROL PLAN FOR ALL EROSION AND SEDIMENT CONTROL DEVICE LOCATIONS.
- BUILDING PERMITS ARE REQUIRED FOR ALL RETAINING WALLS 4 FEET IN HEIGHT OR GREATER AND SHALL BE DESIGNED BY A STRUCTURAL ENGINEER AND THE DESIGN REVIEWED AND APPROVED BY THE CITY PRIOR TO INSTALLATION. ALL WALLS EXCEEDING 30" IN HEIGHT REQUIRE THE INSTALLATION OF A 42" SAFETY RAILING.
- PROPOSED DRIVEWAY GRADES ARE 3% MINIMUM AND 10% MAXIMUM.
- ANY MODIFICATION TO HOMES AT TIME OF BUILDING PERMIT APPLICATION THAT DEVIATES FROM THIS GRADING PLAN MUST BE SUBMITTED TO AND APPROVED BY THE CITY OF ROSEMOUNT.
- ONE STEP IS EQUAL TO 0.67 FEET.
- A GEOTECHNICAL ENGINEER TO BE PRESENT DURING EXCAVATION OF ALL PRETREATMENT AND FILTRATION BASINS. GEOTECHNICAL ENGINEER TO PROVIDE RECOMMENDATION FOR BASIN LINERS WHICH MAY EXCEED 2' MINIMUM OF ON-SITE CLAYS PER CIVIL ENGINEERING PLANS. GEOTECHNICAL ENGINEER TO NOTIFY THE CITY OF ROSEMOUNT AND CONTRACTOR IF ACTIVE KARST IS DISCOVERED DURING CONSTRUCTION AND PROVIDE APPROPRIATE RECOMMENDATION.
- A GRADING AS-BUILT SURVEY MUST BE SUBMITTED TO CITY STAFF (PER LAND DISTURBANCE REQUIREMENTS) PRIOR TO ANY UTILITY AND STREET IMPROVEMENT CONSTRUCTION.
- 6" OF TOPSOIL TO BE SPREAD OVER DISTURBED AREAS TO REDUCE LONG TERM WATER USE FOR IRRIGATION AND IMPROVE STORMWATER RUNOFF QUALITY.
- PROPOSED INFILTRATION AND PONDING AREAS SHALL BE PROTECTED THROUGHOUT CONSTRUCTION TO PREVENT COMPACTION OF SOILS AND SEDIMENTATION.
- ALL MASS SITE GRADING ACTIVITIES SHALL BE COMPLETED AND A GRADING AS-BUILT SURVEY SUBMITTED TO CITY STAFF AS OUTLINED IN THE LAND DISTURBANCE REQUIREMENTS PRIOR TO ANY UTILITY AND STREET IMPROVEMENTS BEING CONSTRUCTED ON SITE AND/OR RELEASE OF LAND DISTURBANCE SECURITIES.

LEGEND:

- FRONT OF PAD
984.3
(1)
W
976.8
976.3
- 989 — EXISTING CONTOUR
— 989 — MASS GRADING CONTOUR
— 989 — PROPOSED CONTOUR
- 989 — EXISTING CONTOUR
— 989 — MASS GRADING CONTOUR
— 989 — PROPOSED CONTOUR
- EOFF 972.44
1.0%
EOFF 972.44
1.0%
EOFF 972.44
1.0%
- EOFF SPOT ELEVATION
DIRECTION OF DRAINAGE
EMERGENCY OVERFLOW ROUTING



0 25 50 100
SCALE IN FEET

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AMBER FIELDS - 13TH ADDITION
ROSEMOUNT, MN
PRELIMINARY PLAT SUBMITTAL
GRADING AND DRAINAGE PLAN

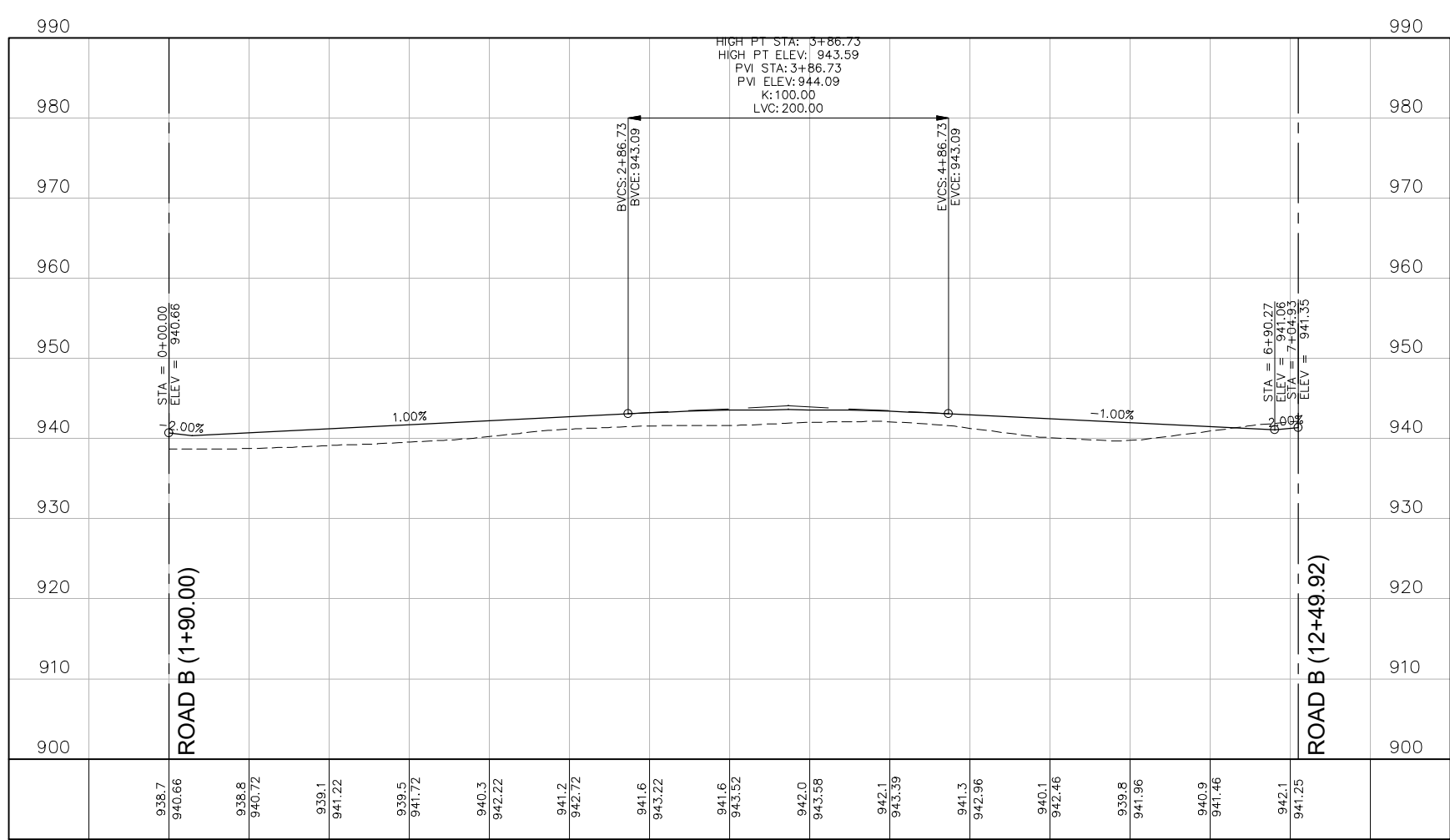
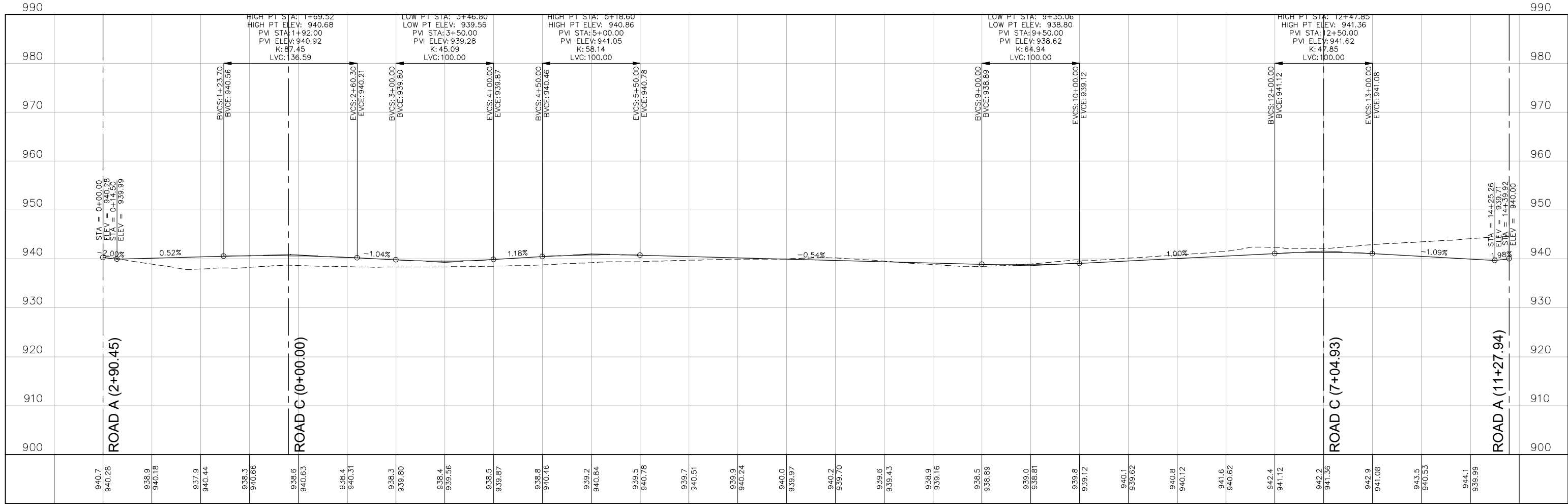
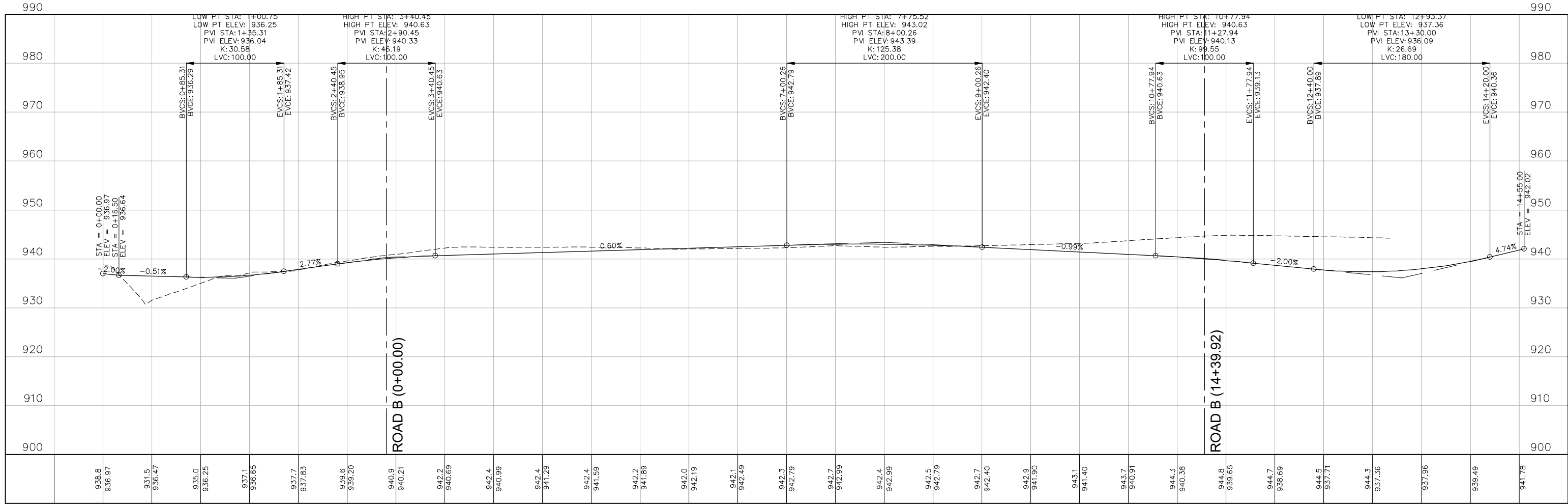
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CLARK WICKLUND, PE
Date: License No.

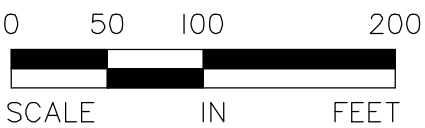
QUALITY ASSURANCE/CONTROL

BY	DATE
DATE	ISSUE
08-14-23	CITY SUBMITTAL

PROJECT TEAM DATA
DESIGNED: DBR / DMS
DRAWN: DBR
PROJECT NO: 220-0078.H



Road C PROFILE





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AMBER FIELDS - 13TH ADDITION
ROSEMOUNT, MN
PRELIMINARY PLAT SUBMITTAL
GRADING PROFILES

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BY	DATE
DATE	ISSUE
08-14-23	CITY SUBMITTAL

PROJECT TEAM DATA
DESIGNED: DBR / DMS
DRAWN: DBR
PROJECT NO: 220-0078.H

----	EASEMENT LINE
=====	LOT LINE
=====	PROPERTY LINE
-----	ROW
-----	SETBACK LINE
-----	EXISTING CONTOUR
-----	PROPOSED CONTOUR
-----	DIRECTION OF DRAINAGE
----- >-----	PROPOSED STORM SEWER
■ ●	PROPOSED STORM INLET

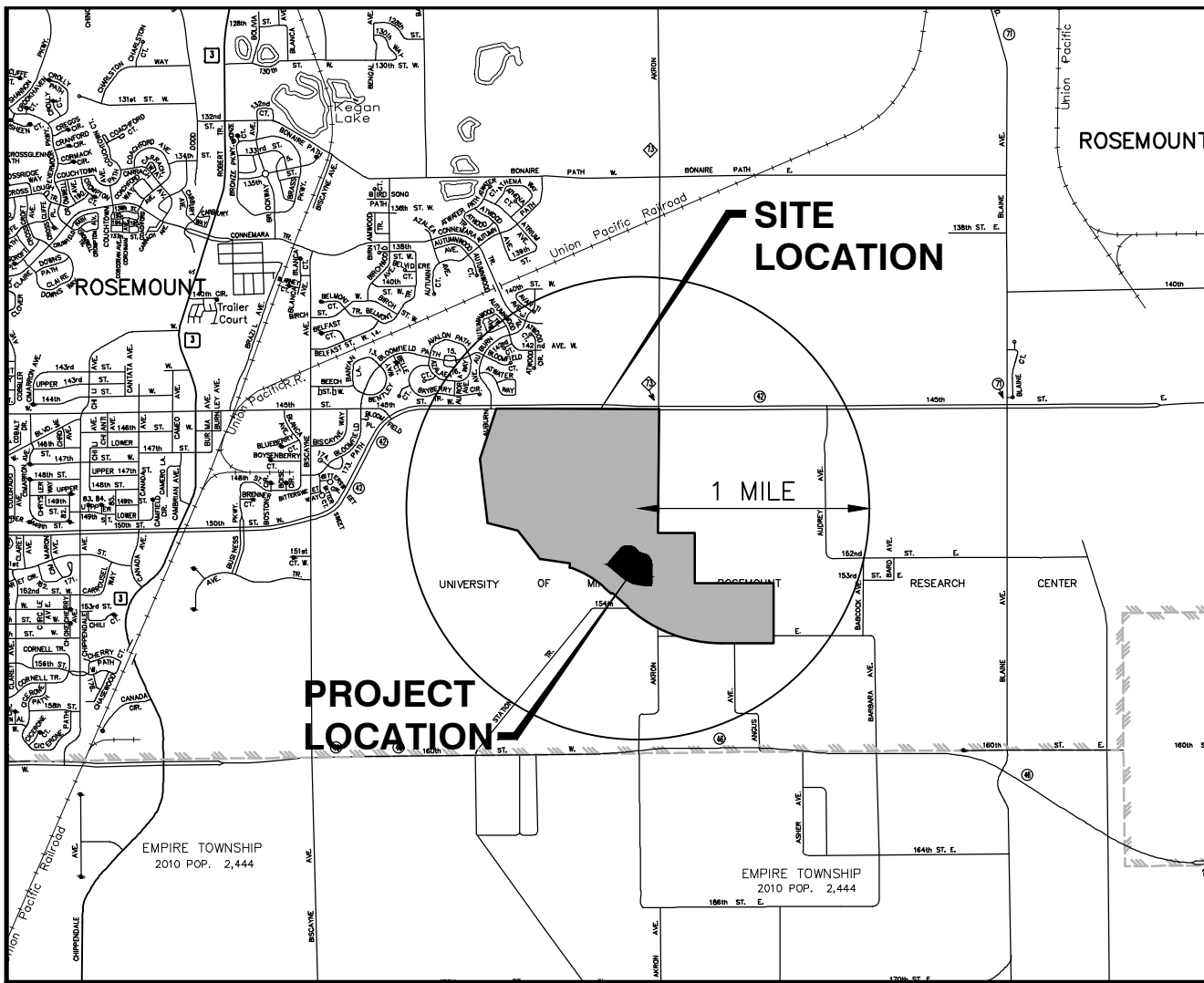
	CURB LOGS / MULCH SOCKS		PAVEMENT (DRIVEWAY/ROADS)		TEMPORARY HYDROMULCH
	SILT FENCE		SOD		EROSION CONTROL BLANKET
	TEMPORARY MULCH COVER		STOCKPILES		ROCK DRIVEWAY / ROCK PADS
	INLET PROTECTION DEVICES		BIFF/PORT-O-POTTY		SWP SIGN/MAILBOX

DISTURBED AREA	15.51 AC
SILT FENCE	2,925 LF
INLET PROTECTION	39 EA
SEED/SOD POST GRADING AREA	1.60 AC

TBD

1. SEE SHEET ### FOR ALL EROSION AND SEDIMENT CONTROL NOTES AND DETAILS.
2. ELECTRONIC COPY OF THE WEEKLY INSPECTION REPORTS SHALL BE PROVIDED TO THE ENGINEERING PROJECT COORDINATOR EACH WEEK.
3. THE STORMWATER POLLUTION PREVENTION PLAN SHALL BE MANAGED BY A PERSON THAT IS TRAINED, KNOWLEDGEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION PREVENTION AND SEDIMENT CONTROL BMPs WHO WILL OVERSEE THE IMPLEMENTATION OF THE SWPPP AND THE INSTALLATION, INSPECTION AND MAINTENANCE OF THE EROSION AND SEDIMENT CONTROL BMPs BEFORE AND DURING CONSTRUCTION OF THE DEVELOPMENT AS A WHOLE.
4. INSPECTIONS SHALL BE CONDUCTED ON A WEEKLY BASIS AND WITHIN 24 HOURS OF A 0.5" OR GREATER RAIN EVENT WITHIN A 24-HOUR PERIOD. THESE INSPECTIONS SHALL BE SUBMITTED TO THE CITY ON A WEEKLY BASIS FOR RECORD KEEPING PURPOSES.
5. SWPPP INSPECTOR INFORMATION MUST BE PROVIDED AT THE PRE-CONSTRUCTION MEETING AND WHO THAT CONTACT WILL BE DURING GRADING, UTILITY AND STREET IMPROVEMENTS AND DURING BUILDING OF HOMES.
6. TEMPORARY SEDIMENT BASINS AND FLOCCULANT TREATMENT WILL BE REQUIRED PRIOR TO DISCHARGING WATER FROM THE CONSTRUCTION SITE.
7. 6" OF TOPSOIL TO BE SPREAD OVER DISTURBED AREAS TO REDUCE LONG-TERM WATER USE FOR IRRIGATION AND TO IMPROVE STORMWATER RUNOFF QUALITY.
8. ONSITE DEWATERING SHALL NOT CAUSE EROSION. DEWATERING DISCHARGE SHALL NOT BE DIRECTED INTO INFILTRATION AREAS.

1. INSTALL UTILITYS, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
2. INSTALL RIP RAP AROUND OUTLET STRUCTURES.
3. INSTALL INLET PROTECTION AROUND ALL STORM SEWER STRUCTURES.
4. PREPARE SITE FOR PAVING.
5. PAVE SITE.
6. INSTALL INLET PROTECTION DEVICES.
7. INSTALL POST STREET AND UTILITY SIFT FENCE.
8. INSTALL PRIVATE SMALL UTILITYS.
9. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES
ON DATE TO BE DETERMINED (IF STABILIZED), IF REQUIRED BY THE CONTRACT. NO TEMPORARY EROSION
AND SEDIMENT CONTROL DEVICES TO BE REMOVED WITHOUT CITY APPROVAL.



SCALE: 1" = 4000'



AMBER FIELDS - 13TH ADDITION

PROJECT ADDRESS 1
ROSEMOUNT, MN

PRELIMINARY PLAT SUBMITTAL

EROSION AND SEDIMENT CONTROL PLAN - OVERALL

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CLARK WICKLIUID, PE

Date _____ License No. _____

QUALITY ASSURANCE/CONTROL

BY	DATE
----	------

DATE	ISSUE
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08-14-23	CITY SUBMITTAL
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A blank coordinate plane with a horizontal x-axis and a vertical y-axis intersecting at the origin. The axes are represented by thin black lines.

A blank coordinate plane with a horizontal x-axis and a vertical y-axis intersecting at the origin. The axes are represented by thin black lines.

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PROJECT TEAM DATA

DESIGNED: DBB / DMS

DRAWN: DBB

PROJECT NO: 330-0038 W

PROJECT NO. 220-0078.H

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SHEET 8 of 18

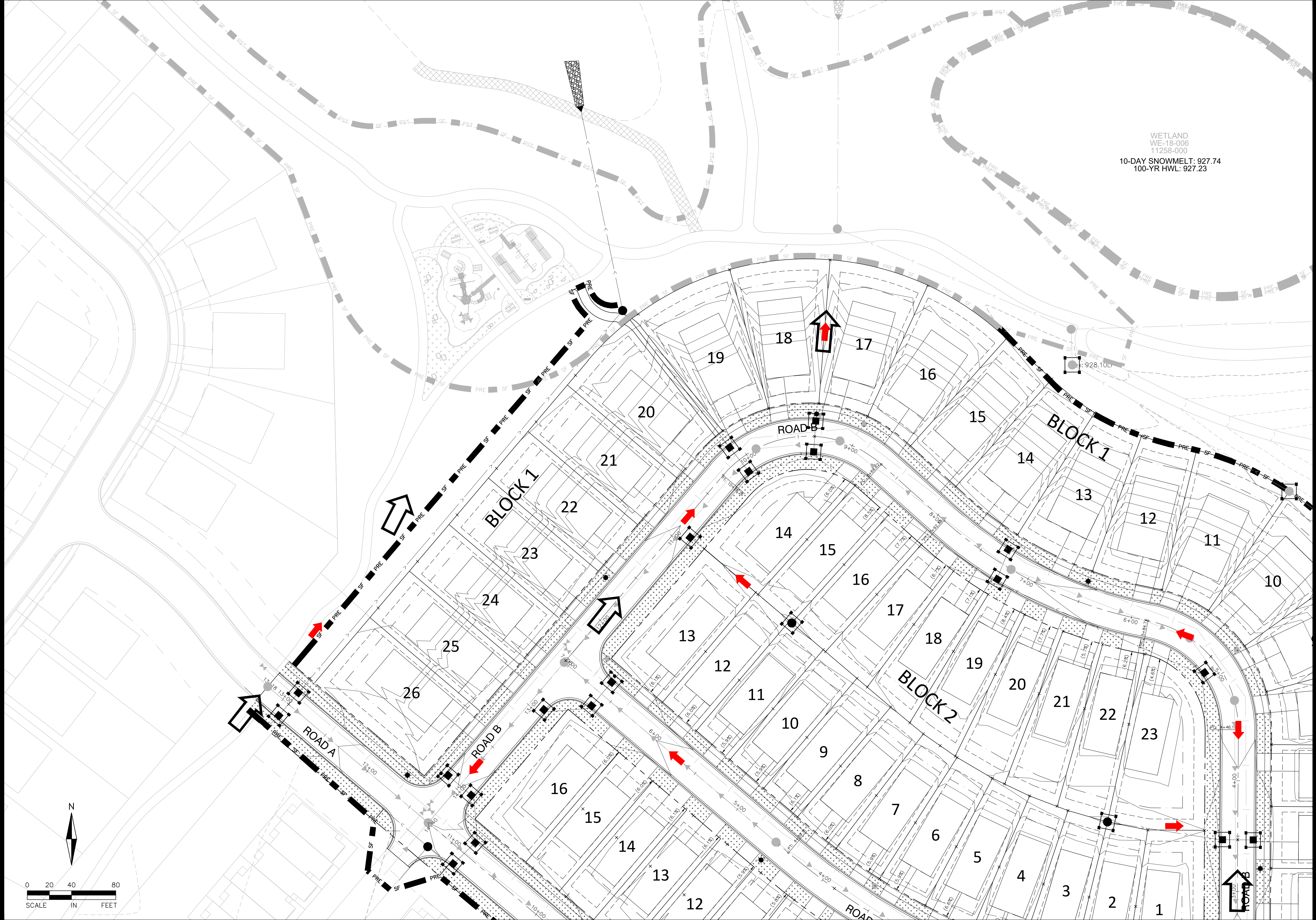
SHEET 5 OF 15

Page 1

8

SHEET 8 of 18

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AMBER FIELDS - 13TH ADDITION

ROSEMOUNT, MN

PRELIMINARY PLAT SUBMITTAL

EROSION AND SEDIMENT CONTROL PLAN - VIEW 1

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QUALITY ASSURANCE/CONTROL

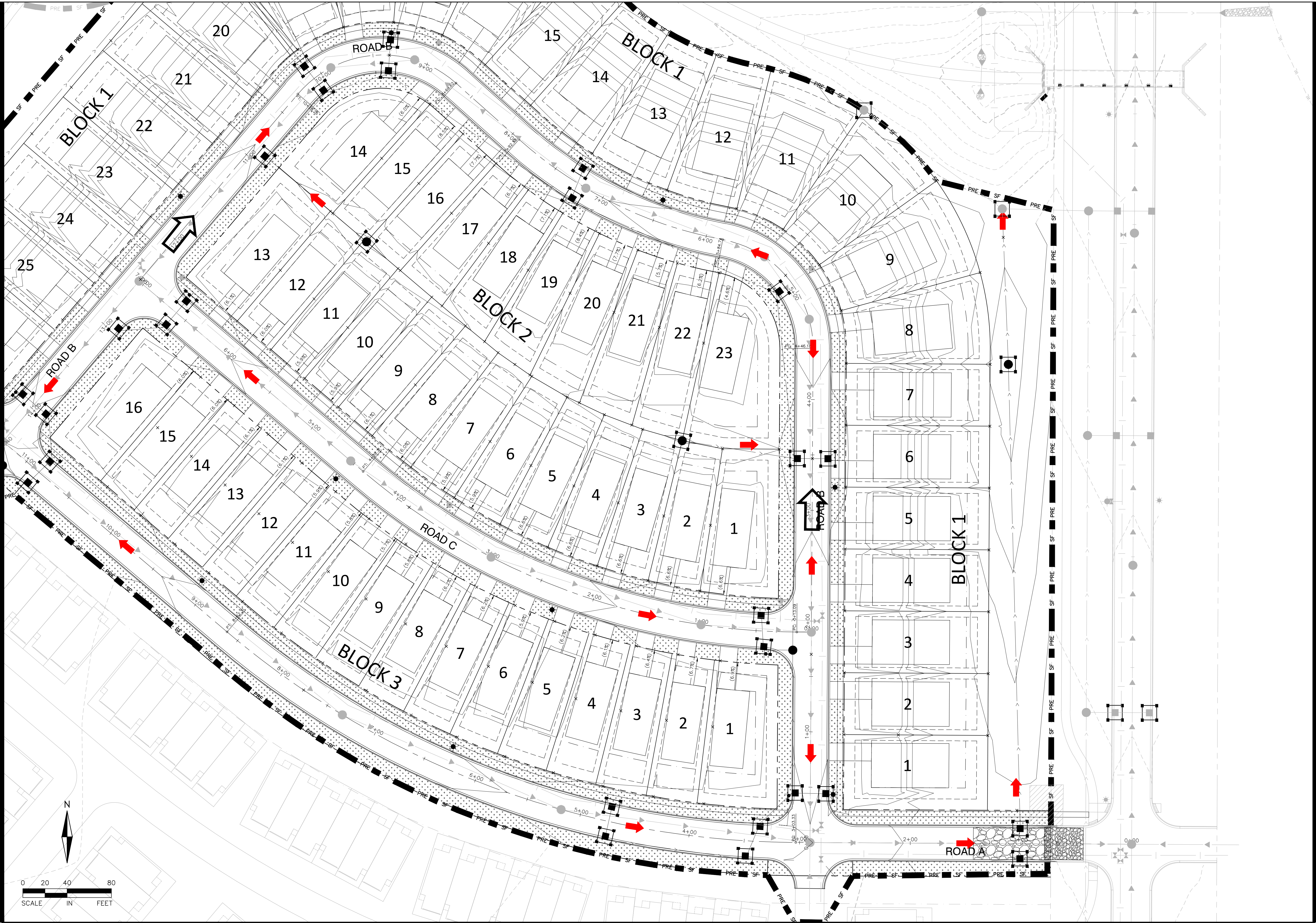
BY: DATE:
DATE: 08-14-23 ISSUE: CITY SUBMITTAL

PROJECT TEAM DATA
DESIGNED: DBR / DMS
DRAWN: DBR
PROJECT NO: 220-0078.H

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SHEET 9 of 18

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AMBER FIELDS - 13TH ADDITION

ROSEMOUNT, MN

PRELIMINARY PLAT SUBMITTAL

EROSION AND SEDIMENT CONTROL PLAN - VIEW 2

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QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

08-14-23 CITY SUBMITTAL

PROJECT TEAM DATA

DESIGNED: DBR / DMS

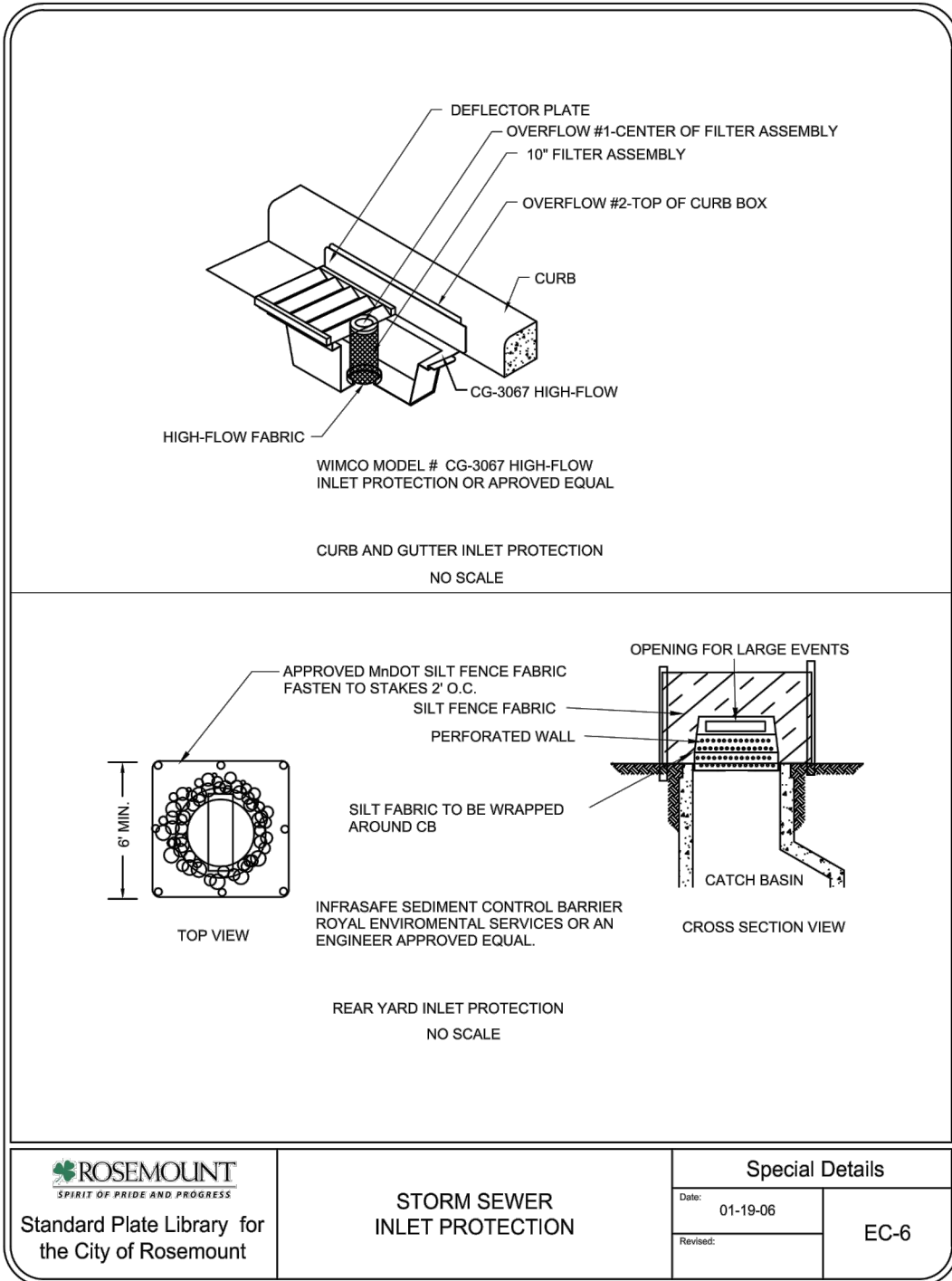
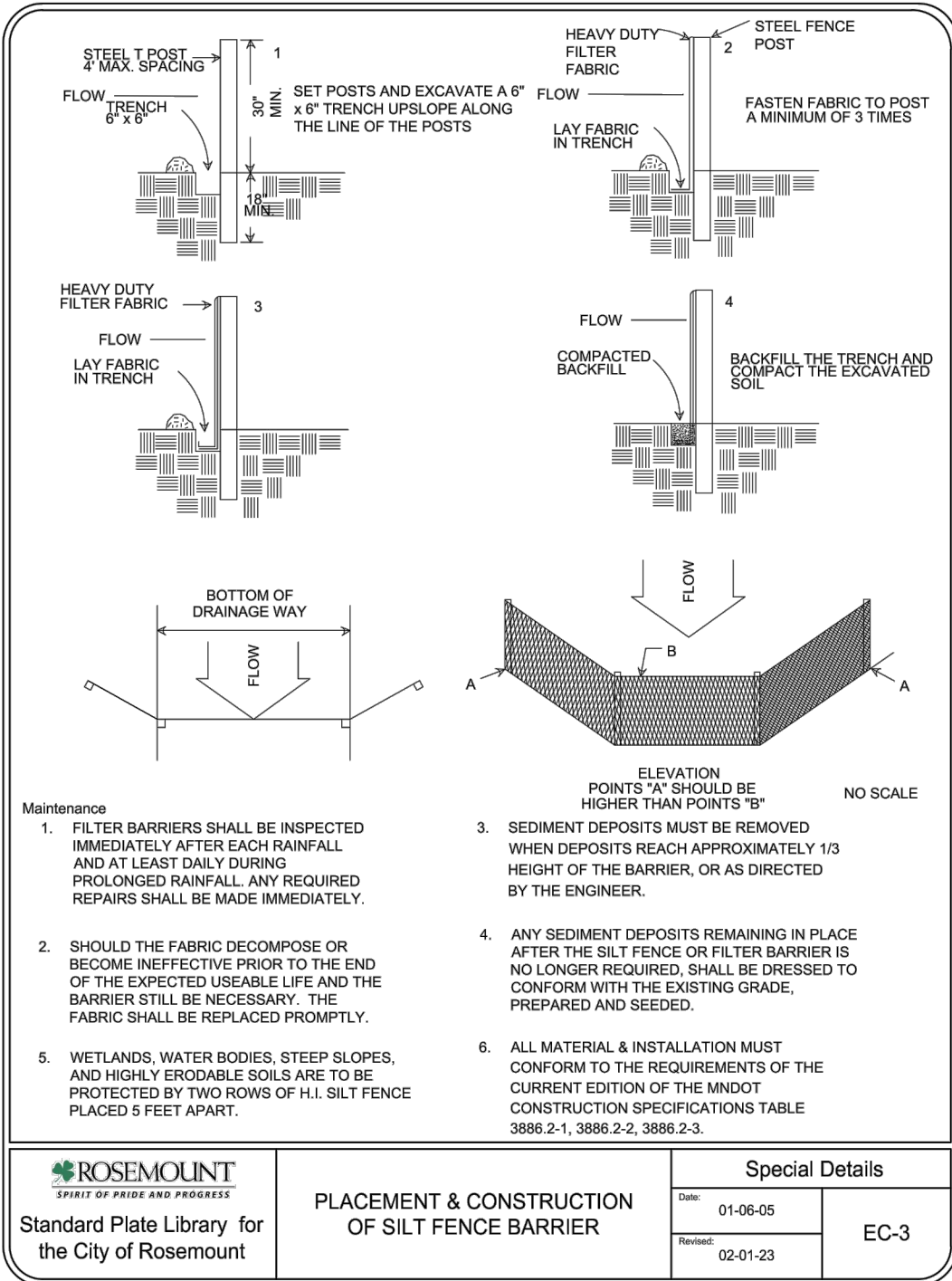
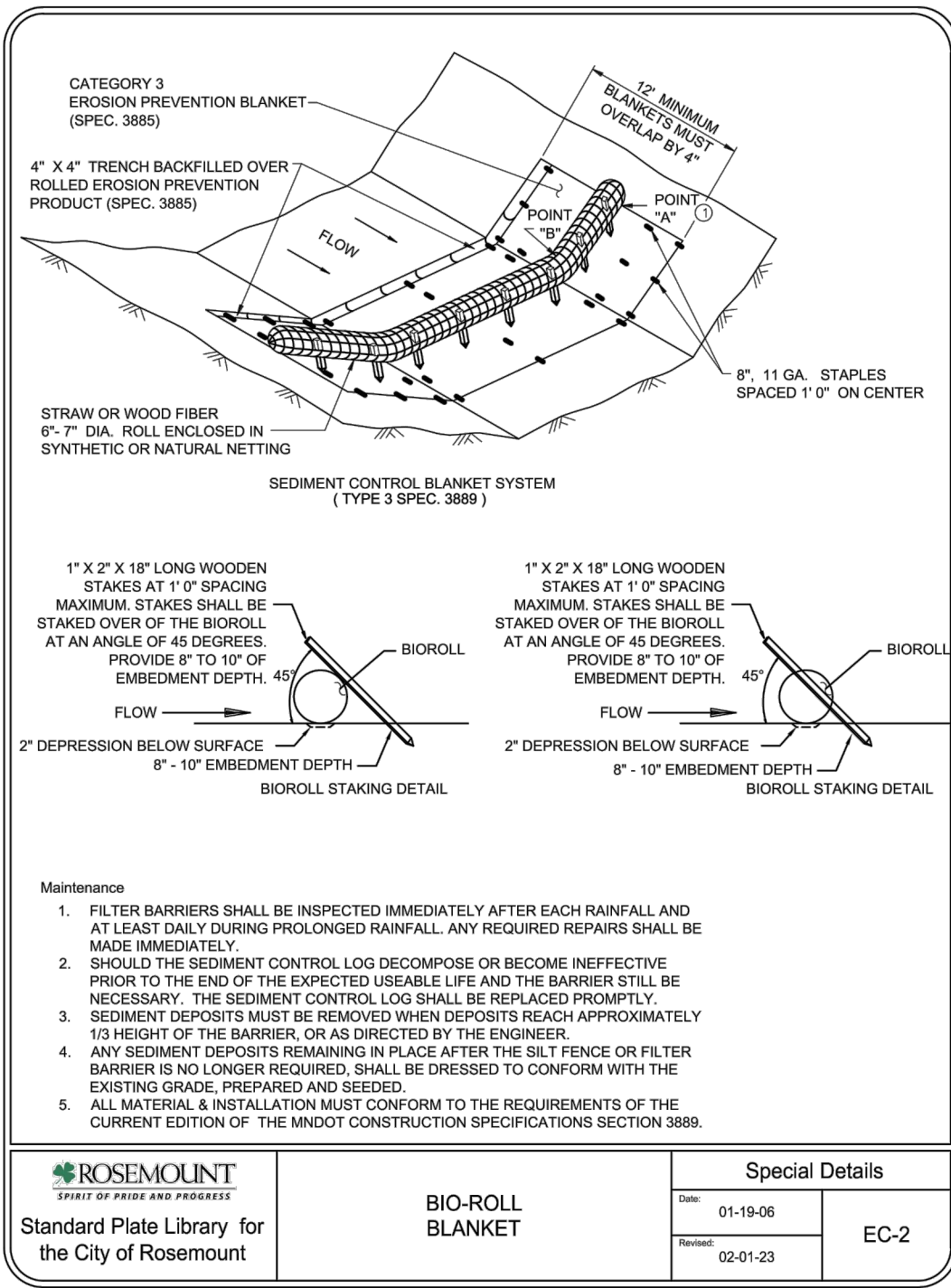
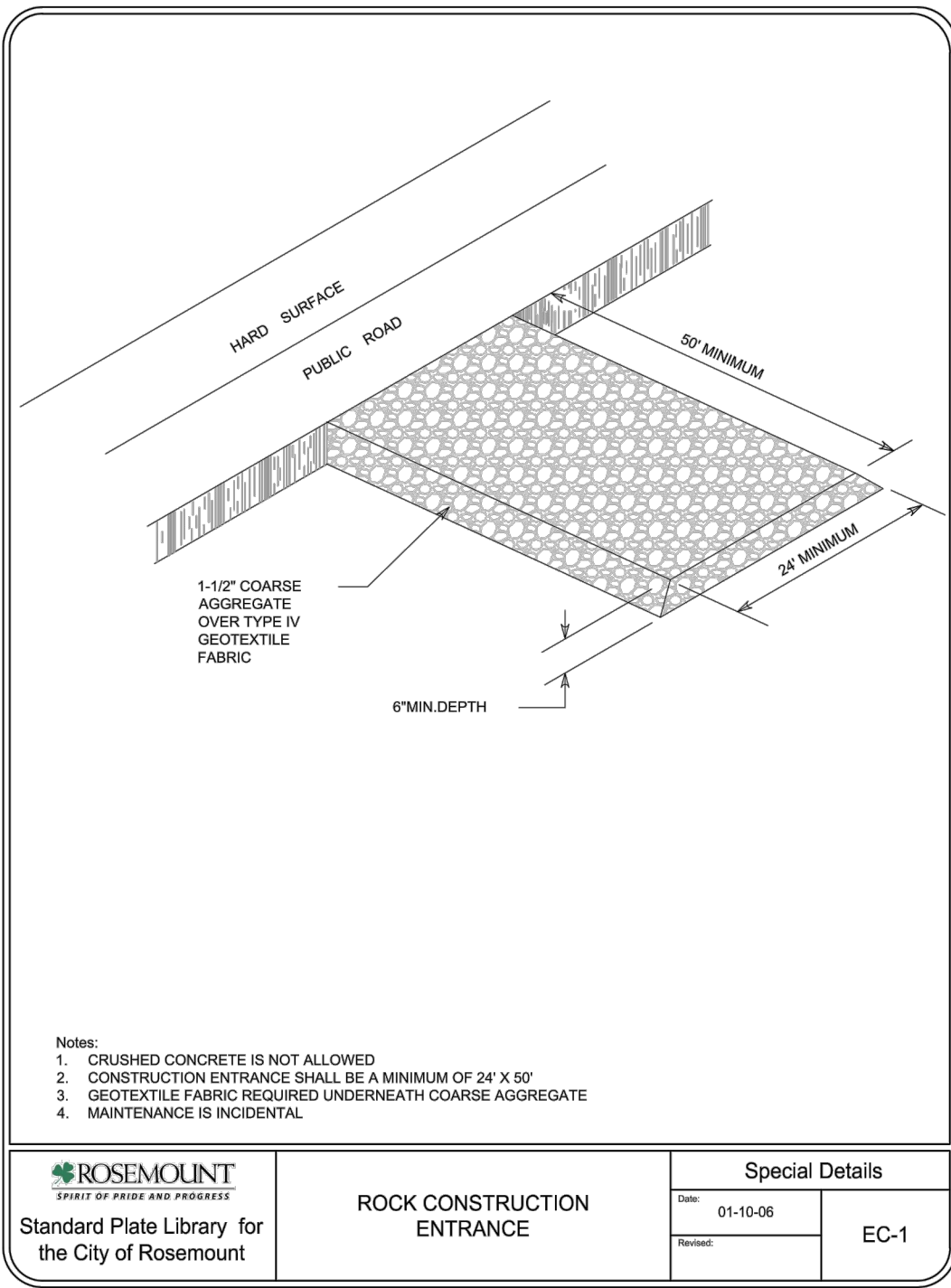
DRAWN: DBR

PROJECT NO: 220-0078.H

10

SHEET 10 of 18

Drawing name: X:\2020\200078.H\plan sheets\Preliminary Plat\200078.H-escd.dwg Aug 14, 2023 2:37pm



SEDIMENT CONTROL PRACTICES:

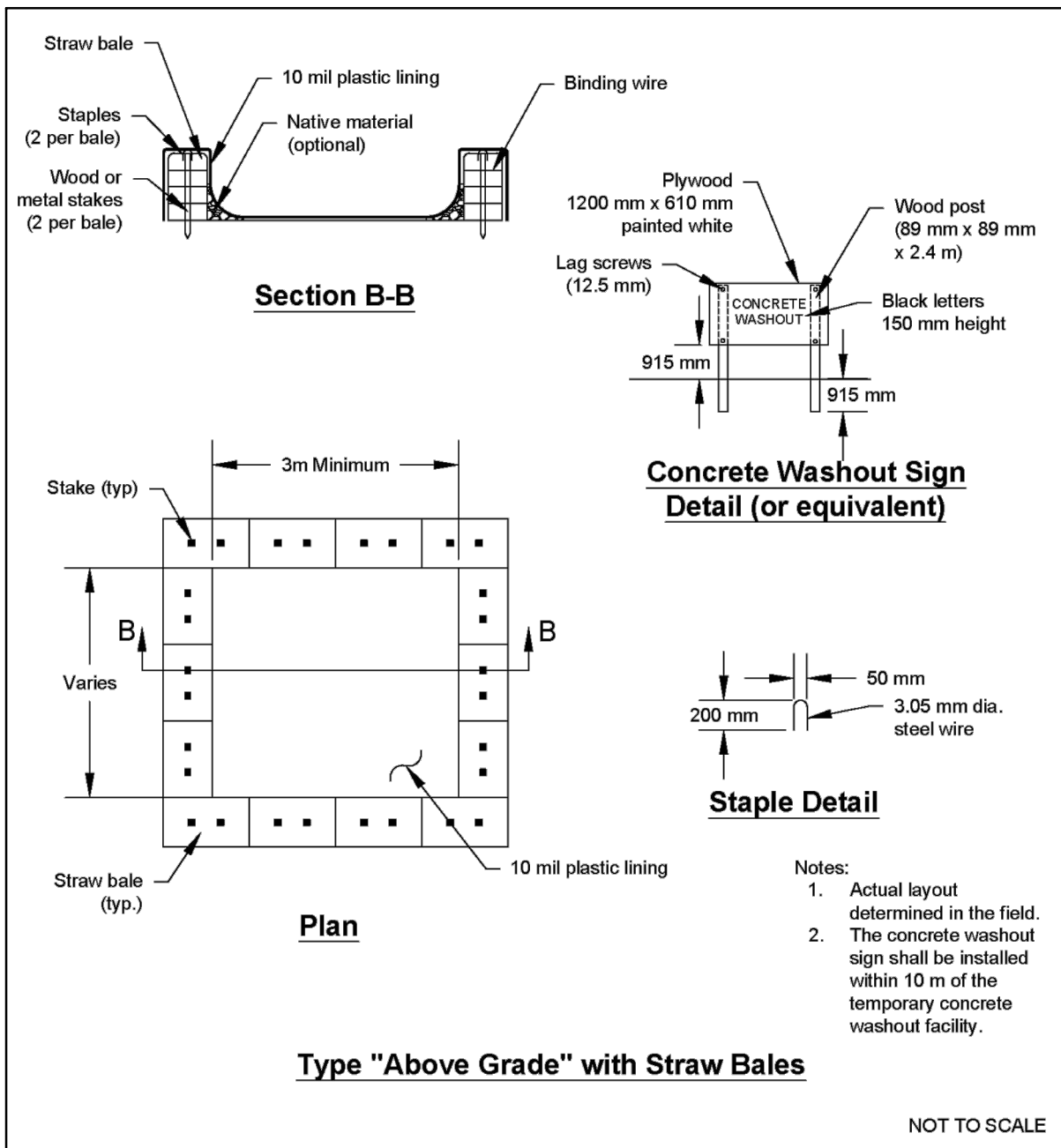
- SEDIMENT CONTROL PRACTICES MUST MINIMIZE SEDIMENT FROM ENTERING SURFACE WATERS, INCLUDING CURB AND GUTTER SYSTEMS AND STORM SEWER INLETS.
- SEDIMENT CONTROL PRACTICES MUST BE ESTABLISHED ON ALL DOWN GRADIENT PERMITTERS BEFORE ANY UPGRADEMENT DISTURBING ACTIVITIES BEGIN. THESE PRACTICES SHALL REMAIN IN PLACE UNTIL PERMANENT COVER HAS BEEN ESTABLISHED.
- THE TIMING OF THE INSTALLATION OF SEDIMENT CONTROL PRACTICES MAY BE ADJUSTED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING, OR PASSAGE OF VEHICLES. ANY SHORT-TERM ACTIVITY MUST BE COMPLETED AS QUICKLY AS POSSIBLE, AND THE SEDIMENT CONTROL PRACTICES MUST BE INSTALLED IMMEDIATELY AFTER THE ACTIVITY IS COMPLETED. HOWEVER, SEDIMENT CONTROL PRACTICES MUST BE INSTALLED BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE ACTIVITY IS NOT COMPLETE.
- ALL STORM DRAIN INLETS MUST BE PROTECTED BY APPROPRIATE BMPs DURING CONSTRUCTION UNTIL ALL SOURCES WITH POTENTIAL FOR DISCHARGING TO THE INLET HAVE BEEN STABILIZED.
- TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCES OR OTHER EFFECTIVE SEDIMENT CONTROLS, AND CANNOT BE PLACED IN SURFACE WATERS, INCLUDING STORM WATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUITS AND DITCHES.
- SITE CONSTRUCTION ENTRANCES WILL BE AS SHOWN ON THE PLAN. ROCK CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT EACH ENTRANCE.

EROSION CONTROL SCHEDULE:

- THE CITY OF ROSEMOUNT SHALL INSPECT THAT ALL SEDIMENT AND EROSION CONTROL BMP'S ARE IN PLACE PRIOR TO AND LAND DISTURBANCE AS IDENTIFIED ON THE APPROVED GRADING PLAN.
- PRIOR TO ANY CONSTRUCTION OR DEMOLITION, SILT FENCE AND FILTERS SHALL BE INSTALLED AS SHOWN TO INTERCEPT RUNOFF.
- ALL EROSION CONTROL INSTALLATIONS SHALL REMAIN IN PLACE AND BE MAINTAINED IN GOOD CONDITION BY THE CONTRACTOR UNTIL THE SITE HAS BEEN RE-VEGETATED. CONTRACTOR MAY REMOVE NECESSARY SILT FENCING/FILTERS TO CONSTRUCT ROADWAYS, WHILE MAINTAINING ADEQUATE EROSION CONTROL IN ADJACENT AREA.
- SUFFICIENT TOPSOIL SHALL BE STOCKPILED TO ALLOW FOR THE REPLACEMENT OF 6" OF TOPSOIL FOR DISTURBED AREAS TO BE RE-VEGETATED.
- THE CONTRACTOR SHALL SCHEDULE SITE GRADING, UTILITY INSTALLATION AND PAVEMENT CONSTRUCTION SO THAT THE GENERAL SITE CAN BE MULCHED AND RE-SEEDED SOON AFTER DISTURBANCE. AREAS THAT WILL NOT BE SUBJECT TO CONSTRUCTION TRAFFIC SHALL BE SEED (MNDOT MIX 22-112 @ 100#/AC AND MULCHED OR SODDED WITHIN SEVEN (7) DAYS OF BEING DISTURBED.
- CONTRACTOR SHALL INSTALL EROSION CONTROL DEVICES AS INDICATED ON THIS EROSION CONTROL PLAN AND ANY ADDITIONAL REQUIRED BASED ON MEANS, METHODS AND SEQUENCES OF CONSTRUCTION.

EROSION CONTROL GENERAL NOTES:

- NO LAND DISTURBING ACTIVITY SHALL OCCUR UNTIL A GRADING PERMIT HAS BEEN ISSUED FROM THE CITY OF ROSEMOUNT AND THE WATERSHED DISTRICT.
- BEST MANAGEMENT PRACTICES (BMP'S) REFER TO EROSION AND SEDIMENT CONTROL PRACTICES DEFINED IN THE MPCA PROTECTING WATER QUALITY IN URBAN AREAS AND THE MINNESOTA CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL PLANNING HANDBOOK.
- ALL BMP'S SELECTED SHALL BE APPROPRIATE FOR THE TIME OF YEAR, SITE CONDITIONS, AND ESTIMATED DURATION OF USE.
- THE SWPPP MAY BE REVISED AT ANYTIME OF THE PROJECT TIMELINE AS LONG AS THE BMP'S ARE SELECTED, INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER SPECIFICATION AND ACCEPTED ENGINEERING PRACTICES (SECTION 7 OF MPCA NPDES PERMIT).
- ALL SWPPP CHANGES MUST BE DONE BY A QUALIFIED INDIVIDUAL (21.2A OR 21.2B OF MPCA NPDES PERMIT).
- A COPY OF THESE PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
- THE BOUNDARIES OF THE LAND DISTURBANCE LIMITS SHOWN ON THE PLANS SHALL BE CLEARLY FLAGGED IN THE FIELD PRIOR TO CONSTRUCTION. NO DISTURBANCE BEYOND THE DISTURBED LIMITS.
- WHEREVER POSSIBLE, PRESERVE THE EXISTING TREES, GRASS AND OTHER VEGETATIVE COVER TO HELP FILTER RUNOFF.
- ESTABLISH A PERMANENT VEGETATIVE COVER ON ALL EXPOSED SOILS WHERE LAND IS COMING OUT OF AGRICULTURAL PRODUCTION. PLANT AS SOON AS POSSIBLE TO ESTABLISH DENSE GRASS FILTER PRIOR TO CONSTRUCTION AND TO MINIMIZE WEED GROWTH.
- ALL TREES NOT LISTED FOR REMOVAL SHALL BE PROTECTED. DO NOT OPERATE EQUIPMENT WITHIN THE DRIPLINE, ROOT ZONES OR WITHIN TREE PROTECTION FENCE AREAS.
- ALL EROSION AND SEDIMENT CONTROL FACILITIES (BMP'S) SHALL BE INSTALLED AND IN OPERATION PRIOR TO LAND DISTURBANCE ACTIVITIES AND THEY SHALL BE SATISFACTORILY MAINTAINED UNTIL CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR EROSION HAS PASSED.
- SILT FENCE IS REQUIRED AT DOWN GRADIENT PERIMETER OF DISTURBED AREAS AND STOCKPILES. PROTECT WETLANDS, WATERCOURSES AND ADJACENT PROPERTIES FROM SEDIMENTATION AND STORMWATER RUNOFF.
- THE BMP'S SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROCESSES AND UNEXPECTED OR SEASONAL CONDITIONS DICTATE, THE PERMITTEE/CONTRACTOR SHALL ANTICIPATE THAT MORE BMP'S WILL BE NECESSARY TO ENSURE EROSION AND SEDIMENT CONTROL ON THE SITE. DURING THE COURSE OF CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE PERMITTEE/CONTRACTOR TO ADDRESS ANY NEW CONDITIONS THAT MAY BE CREATED BY CONSTRUCTION ACTIVITIES AND/OR CLIMATIC EVENTS AND TO PROVIDE ADDITIONAL BMP'S OVER AND ABOVE THE MINIMUM REQUIREMENTS SHOWN ON THE PLANS, AS MAY BE NEEDED TO PROVIDE EFFECTIVE PROTECTION OF WATER AND SOIL RESOURCES.
- THE BMP'S SHALL BE INSPECTED DAILY BY THE PERMITTEE/CONTRACTOR AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING. SILT FENCES CLEANED OR REPLACED AT SEDIMENT BUILDUP OF 1/2 OF THE FENCE HEIGHT.
- LAND DISTURBING ACTIVITIES SHALL OCCUR IN INCREMENTS OF WORKABLE SIZE SUCH THAT ADEQUATE BMP CONTROL CAN BE PROVIDED THROUGHOUT ALL PHASES OF CONSTRUCTION. THE SMALLEST PRACTICAL AREA SHALL BE EXPOSED OR OTHERWISE DISTURBED AT ANY ONE TIME.
- OPERATE TRACK EQUIPMENT (DOZER) UP AND DOWN EXPOSED SOIL SLOPES ON FINAL PASS, LEAVING TRACK GROOVES PERPENDICULAR TO THE SLOPE. DO NOT BACK-BLADE. LEAVE A SURFACE ROUGH TO MINIMIZE EROSION.
- ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE STABILIZED FROM EROSION WITHIN 7 DAYS OF SUBSTANTIAL COMPLETION OF GRADING IN THAT AREA. TEMPORARY SEED AND MULCH SHALL COVER ALL EXPOSED SOILS IF GRADING COMPLETION IS DELAYED LONGER THAN 7 DAYS. PERMANENT SEED AND MULCH OR SOD IS REQUIRED WITHIN 3 DAYS OF COMPLETION OF FINAL GRADING.
- GENERAL TEMPORARY SEED SHALL BE MNDOT MIX 22-112 @ 100 LBS. PER ACRE OR APPROVED EQUAL. PERMANENT SEED SHALL BE MNDOT MIX 25-151 @ 120 LBS. PER ACRE OR APPROVED EQUAL. (PLANTING DATES PER SPEC 2575) MULCH SHALL BE MNDOT TYPE 1 (CLEAN OAT STRAW) @ 2 TONS PER ACRE AND DISK ANCHORED IN PLACE OR APPROVED EQUAL. FERTILIZER SHALL BE 80-80-80 NPK PER ACRE (UNLESS P RESTRICTIONS APPLY) AND INCORPORATED INTO THE SEED BED.
- POND AND BASIN AREAS SHALL BE SEED IN ACCORDANCE WITH LANDSCAPE PLAN.
- ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PROPERLY DISPOSED OF WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
- AN ALTERNATE EROSION & SEDIMENT CONTROL PLAN SHALL BE REQUIRED FOR LAND DISTURBANCES ON EACH LOT AS PART OF ANY FUTURE BUILDING PERMIT FOR THE CONSTRUCTION OF STRUCTURES AND DRIVEWAYS.



CONCRETE WASHOUT DETAIL

EROSION AND SEDIMENT CONTROL MAINTENANCE PROGRAM:

- INSPECT SILT FENCES IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. IMMEDIATELY REPAIR FAILED OR FAILING SILT FENCE.
- REPLACEMENT/REPAIR - BMP'S SHALL BE REPAIRED, REPLACED OR SUPPLEMENT OF ALL NONFUNCTIONAL BMP'S WITH FUNCTIONAL BMP'S BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY UNLESS ANOTHER TIME FRAME IS SPECIFIED IN SECTION 11.5 OR 11.6.
- SEDIMENT REMOVAL - SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER. ANY SEDIMENT REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER FABRIC IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH EXISTING GRADE, PREPARED, AND SEED WITH THE APPROPRIATE SEED MIX, OR SODDED AS DIRECTED BY THE ENGINEER.
- REMOVAL OF SILT FENCE - SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPWARD SLOPING AREA HAS BEEN PERMANENTLY STABILIZED. IF THE UPWARD SLOPING AREA IS TO BE EXPOSED LONGER THAN SIX (6) MONTHS, THAT AREA SHALL BE COVERED WITH TEMPORARY VEGETATION WHEN FIRST EXPOSED.
- THE CONTRACTOR MUST ROUTINELY INSPECT THE CONSTRUCTION SITE ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. IF EVIDENCE OF EROSION AND SEDIMENT BMP DEPOSITION IS DISCOVERED CONTRACTOR MUST COMPLETE REMOVAL OR STABILIZATION WITHIN (7) CALENDAR DAYS OF DISCOVERY.
- ALL INSPECTIONS AND MAINTENANCE CONDUCTED DURING CONSTRUCTION MUST BE RECORDED IN WRITING AND THESE RECORDS MUST BE RETAINED WITH THE SWPPP RECORDS OF EACH INSPECTION AND MAINTENANCE ACTIVITY SHALL INCLUDE:
 - DATE AND TIME OF INSPECTIONS;
 - NAME OF PERSON(S) CONDUCTING INSPECTIONS;
 - FINDINGS OF INSPECTIONS, INCLUDING RECOMMENDATIONS FOR CORRECTIVE ACTIONS;
 - CORRECTIVE ACTIONS TAKEN (INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVITIES.
 - DATE AND AMOUNT OF ALL RAINFALL EVENTS GREATER THAN 1/2 INCH (0.5 INCHES) IN 24 HOURS;
 - DOCUMENTS OF CHANGES MADE TO THE SWPPP AS REQUIRED IN SECTION 6.
- WHERE PARTS OF THE CONSTRUCTION SITE HAVE UNDERGONE FINAL STABILIZATION, BUT WORK REMAINS ON OTHER PARTS OF THE SITE, INSPECTIONS OF THE STABILIZED AREAS MAY BE REDUCED TO ONCE PER MONTH. WHERE WORK HAS BEEN SUSPENDED DUE TO FROZEN GROUND CONDITIONS, THE REQUIRED INSPECTIONS AND MAINTENANCE MUST TAKE PLACE AS SOON AS RUNOFF OCCURS AT THE SITE OR PRIOR TO RESUMING CONSTRUCTION, WHICHEVER COMES FIRST.

POLLUTION PREVENTION MANAGEMENT MEASURES:

- THE CONTRACTOR SHALL IMPLEMENT THE FOLLOWING POLLUTION PREVENTION MANAGEMENT MEASURES ON THE SITE:
- SOLID WASTE: COLLECTED SEDIMENT, ASPHALT AND CONCRETE MILLINGS, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION AND DEMOLITION DEBRIS AND OTHER WASTES MUST BE DISPOSED OF PROPERLY AND MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.
 - HAZARDOUS MATERIAL: OIL, GASOLINE, PAINT AND ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT, TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH MPCA REGULATIONS.
 - CONCRETE WASHOUT IS DONE TRUCK BY TRUCK WITH A MOBILE WASHOUT SYSTEM PROVIDED AND COMPLETED BY THE CONCRETE CONTRACTOR. RUNOFF MUST BE CONTAINED AND WASTE PROPERLY DISPOSED OF.
 - NO ENGINE DEGREASING IS ALLOWED ON SITE.
- PERMANENT COVER:
- THE CONTRACTOR MUST ENSURE COMPLETE COVER OF THE SITE. THE CONTRACTOR MUST SUBMIT A NOTICE OF TERMINATION (NOT) WITHIN 30 DAYS AFTER PERMANENT COVER IS COMPLETE, OR ANOTHER OWNER/INSPECTOR (PERMITTEE) HAS ASSUMED CONTROL OF ALL AREAS OF THE SITE THAT HAVE NOT UNDERGONE PERMANENT COVER. PERMANENT COVER CAN BE ACHIEVED IN THE FOLLOWING WAY:
- ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED AND ALL SOILS MUST BE STABILIZED BY A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70 PERCENT OVER THE ENTIRE PVIOUS SURFACE AREA, OR OTHER EQUIVALENT MEANS NECESSARY TO PREVENT SOIL FAILURE UNDER EROSION CONDITIONS AND:
- ALL DRAINAGE DITCHES, CONSTRUCTED TO DRAIN WATER FROM THE SITE AFTER CONSTRUCTION IS COMPLETE, MUST BE STABILIZED TO PRECLUDE EROSION;
 - ALL TEMPORARY SYNTHETIC, AND STRUCTURAL EROSION PREVENTION AND SEDIMENT CONTROL BMP'S (SUCH AS SILT FENCE) MUST BE REMOVED AS PART OF THE SITE PERMANENT COVER; AND
 - THE CONTRACTORS MUST CLEAN OUT ALL SEDIMENT FROM CONVEYANCES AND FROM TEMPORARY SEDIMENTATION BASINS THAT ARE TO BE USED AS PERMANENT WATER QUALITY MANAGEMENT BASINS. SEDIMENT MUST BE STABILIZED TO PREVENT IT FROM BEING WASHEDBACK INTO THE BASIN, CONVEYANCES OR DRAINAGE WAYS DISCHARGING OFF-SITE OR TO SURFACE WATERS. THE CLEAN OUT OF PERMANENT BASINS MUST BE SUFFICIENT TO RETURN THE BASIN TO DESIGN CAPACITY.

DEWATERING:

- IF UTILITY INSTALLATION WORK ENCOUNTERS GROUNDWATER, THE CONTRACTOR SHALL PROVIDE A PLAN TO THE CITY AND PROJECT ENGINEER FOR REVIEW. THE PLAN AT MINIMUM SHALL BE A DEWATERING PLAN INCLUDING WATER ROUTING, STORAGE, AND DISCHARGE LOCATION.
- IF ANY TEMPORARY DEWATERING IS REQUIRED ONSITE THE CONTRACTOR SHALL DISPOSE OF STORMWATER OR GROUND WATER BY USE OF PUMPS AND HOSES TO ACCEPTABLE DISCHARGE POINTS APPROVED BY THE CITY AND PROJECT ENGINEER.
- ANY ACCUMULATED SEDIMENT ALONG EXISTING CURB AND GUTTER THAT HAS COLLECTED AS A RESULT OF DISCHARGING DEWATERING HOSES SHALL BE IMMEDIATELY REMOVED AND PROPERLY DISPOSED OF AFTER EACH DISCHARGING EVENT.
- ONSITE DEWATERING SHALL NOT CAUSE EROSION. DEWATERING DISCHARGE SHALL NOT BE DIRECTED INTO INFILTRATION AREAS.

FINAL STABILIZATION:

- THE CONTRACTOR MUST ENSURE FINAL STABILIZATION OF THE SITE. THE CONTRACTOR MUST SUBMIT A NOTICE OF TERMINATION (NOT) WITHIN 30 DAYS AFTER FINAL STABILIZATION IS COMPLETE, OR ANOTHER OWNER/OPERATOR (PERMITTEE) HAS ASSUMED CONTROL OF ALL AREAS OF THE SITE THAT HAVE NOT UNDERGONE FINAL STABILIZATION. FINAL STABILIZATION CAN BE ACHIEVED IN THE FOLLOWING WAY:
- ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED AND ALL SOILS MUST BE STABILIZED BY A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70 PERCENT OVER THE ENTIRE PVIOUS SURFACE AREA, OR OTHER EQUIVALENT MEANS NECESSARY TO PREVENT SOIL FAILURE UNDER EROSION CONDITIONS AND:
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 - ALL TEMPORARY SYNTHETIC, AND STRUCTURAL EROSION PREVENTION AND SEDIMENT CONTROL BMP'S (SUCH AS SILT FENCE) MUST BE REMOVED AS PART OF THE SITE FINAL STABILIZATION; AND
 - THE CONTRACTORS MUST CLEAN OUT ALL SEDIMENT FROM CONVEYANCES AND FROM TEMPORARY SEDIMENTATION BASINS THAT ARE TO BE USED AS PERMANENT WATER QUALITY MANAGEMENT BASINS. SEDIMENT MUST BE STABILIZED TO PREVENT IT FROM BEING WASHED BACK INTO THE BASIN, CONVEYANCES OR DRAINAGE WAYS DISCHARGING OFF-SITE OR TO SURFACE WATERS. THE CLEAN OUT OF PERMANENT BASINS MUST BE SUFFICIENT TO RETURN THE BASIN TO DESIGN CAPACITY.



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AMBER FIELDS - 13TH ADDITION ROSEMOUNT, MN PRELIMINARY PLAT SUBMITTAL EROSION AND SEDIMENT CONTROL NOTES & DETAILS

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

CLARK WICKLIFF, PE
Date: 08-14-23 License No. 0000000000

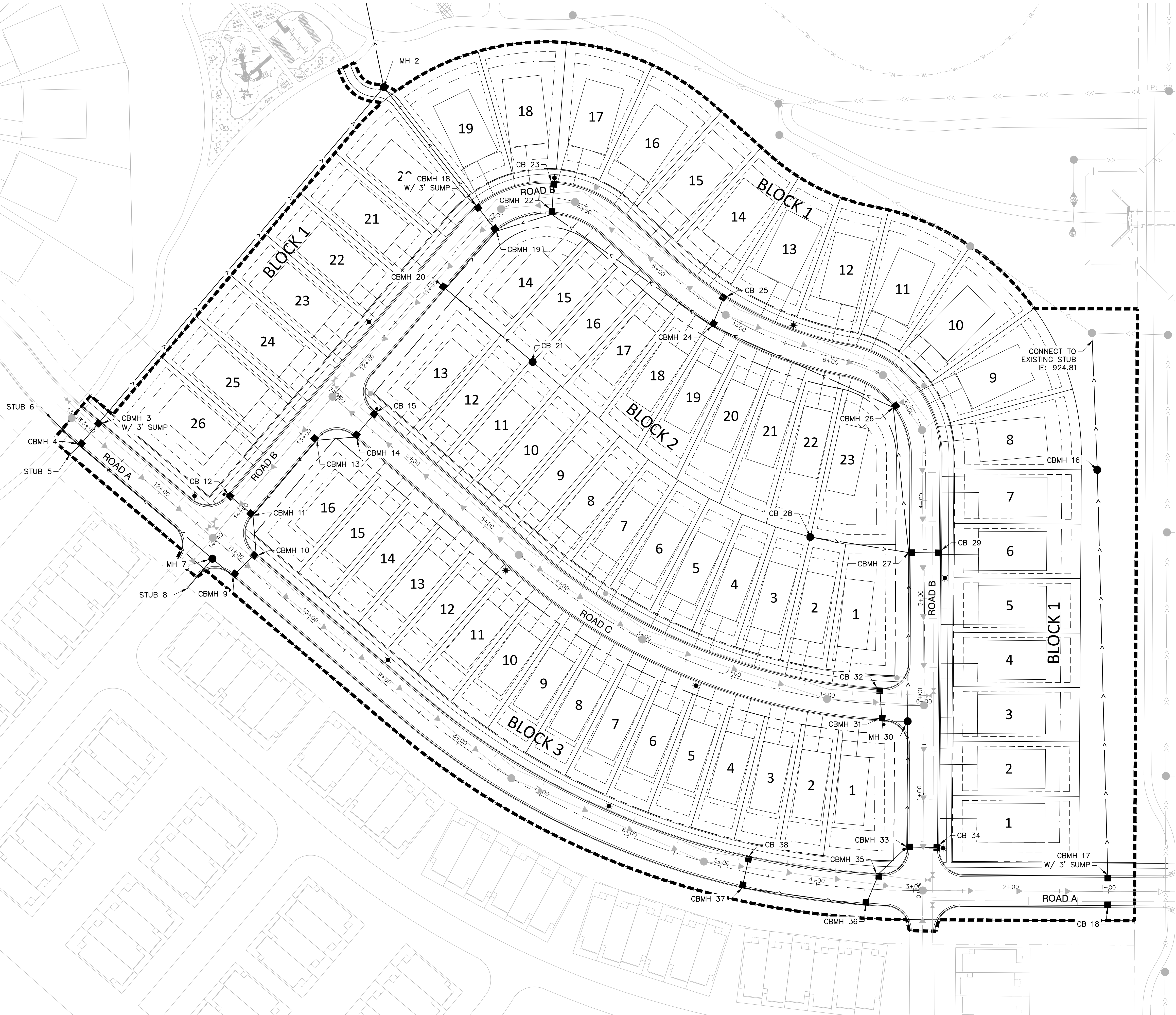
QUALITY ASSURANCE/CONTROL

BY	DATE
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DRAWN:	DBR
PROJECT NO:	220-0078.H

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SHEET 11 of 18

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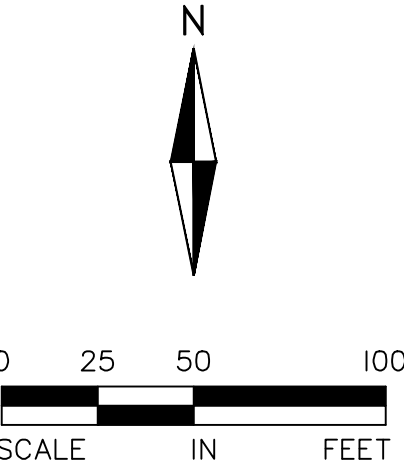


UTILITY NOTES:

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4. MAINTAIN A MIN 18" VERTICAL SEPARATION AT ALL PIPE CROSSINGS, LOWER WATERMAIN AS NECESSARY. WATER AND SANITARY SEWER LINES TO MAINTAIN 10' HORIZONTAL SEPARATION.
5. PROVIDE POLYSTYRENE INSULATION FOR ALL STORM SEWER AND WATERMAIN CROSSINGS WHERE VERTICAL OR HORIZONTAL SEPARATION IS LESS THAN 2'.
6. NOTIFY GOPHER STATE ONE CALL 48 HOURS IN ADVANCE OF ANY UTILITY WORK.
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AMBER FIELDS - 13TH ADDITION
ROSEMOUNT, MN
PRELIMINARY PLAT SUBMITTAL
STORM SEWER PLAN

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CLARK WICKLUND, PE
Date: License No.

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PROJECT TEAM DATA	
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DRAWN:	DBR
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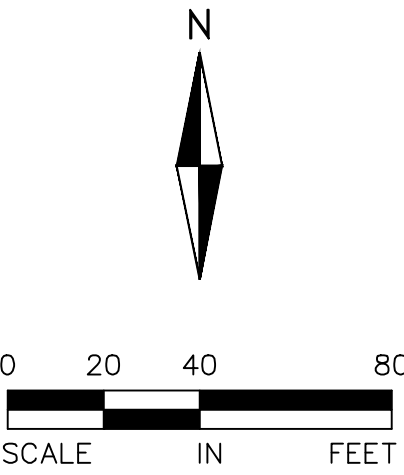


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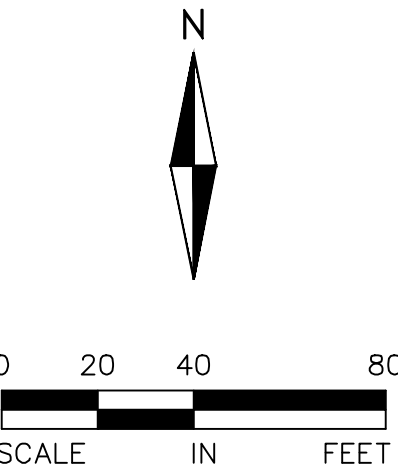


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STORM SEWER SCHEDULE:

MH/CB		PIPE DIA.	P. SLOPE	PIPE	PIPE LENGTH	FROM	TO	RIM ELEV.	STR.	CASTING	BUILD	PIPE
FROM	TO	[IN.]	[%]	TYPE	[FT]	INVERT	INVERT		TYPE	TYPE	[FT]	CLASS
CB 18	CBMH 17	15	1.30	RCP	33.3	931.67	931.24	935.67	27	R-4342	4.00	0.00
CBMH 17	CBMH 16	15	1.39	RCP	416.3	931.14	925.35	935.67	28	R-4343	4.53	0.00
CBMH 16	EX STUB	18	0.33	RCP	132.6	925.25	924.81	928.24	29	R-4344	2.99	0.00
CB 38	CBMH 37	15	0.50	RCP	33.3	936.85	936.68	940.85	48	R-3067-V	4.00	0.00
CBMH 37	CBMH 36	15	0.50	RCP	128.2	936.58	935.94	940.85	48	R-3067-V	4.27	0.00
CBMH 36	CBMH 35	18	0.50	RCP	35.4	935.84	935.67	940.09	48	R-3067-V	4.25	0.00
CBMH 35	CBMH 33	18	0.40	RCP	39.4	935.57	935.41	940.01	48	R-3067-V	4.44	0.00
CB 34	CBMH 33	15	0.50	RCP	33.7	935.47	935.30	939.47	48	R-3067-V	4.00	0.00
CBMH 33	MH 30	21	0.33	RCP	129.0	935.20	934.78	939.56	48	R-3067-V	4.36	0.00
CB 32	CBMH 31	15	0.33	RCP	34.2	936.02	935.91	940.02	48	R-3067-V	4.00	0.00
CBMH 31	MH 30	18	0.50	RCP	26.4	935.81	935.67	939.98	48	R-3067-V	4.17	0.00
MH 30	CBMH 27	24	0.40	RCP	173.1	934.68	933.98	940.80	48	R-3067-V	6.12	0.00
CB 29	CBMH 27	15	0.33	RCP	33.7	934.89	934.78	938.89	48	R-3067-V	4.00	0.00
CB 28	CBMH 27	15	0.33	RCP	102.2	932.96	932.62	936.96	48	R-3067-V	4.00	0.00
CBMH 27	CBMH 26	27	0.40	RCP	149.8	932.52	931.92	938.97	48	R-3067-V	6.45	0.00
CBMH 26	CBMH 24	27	0.40	RCP	204.0	931.82	931.01	940.27	48	R-3067-V	8.45	0.00
CB 25	CBMH 24	15	0.33	RCP	34.5	935.14	935.03	939.14	48	R-3067-V	4.00	0.00
CBMH 24	CBMH 22	27	0.50	RCP	200.6	930.91	929.90	939.27	48	R-3067-V	8.36	0.00
CB 23	CBMH 22	15	0.50	RCP	34.0	934.12	933.95	938.12	48	R-3067-V	4.00	0.00
CBMH 22	CBMH 19	27	0.65	RCP	59.3	929.80	929.42	938.22	48	R-3067-V	8.42	0.00
CB 21	CBMH 20	15	0.33	RCP	117.0	932.82	932.43	936.82	48	R-3067-V	4.00	0.00
CBMH 20	CBMH 19	15	0.33	RCP	78.8	932.33	932.07	939.44	48	R-3067-V	7.11	0.00
CBMH 19	CBMH 18	30	0.50	RCP	33.7	929.32	929.15	938.62	48	R-3067-V	9.30	0.00
CBMH 18	MH 2	30	0.50	RCP	154.0	929.05	928.28	938.62	49	R-3067-V	9.57	0.00
CB 15	CBMH 14	15	1.00	RCP	34.0	936.73	936.39	940.68	2x3	R-3067-V	3.95	0.00
CBMH 14	MH 13	15	2.00	RCP	38.9	936.29	935.51	940.68	48	R-3067-V	4.39	0.00
CBMH 13	CBMH 11	21	1.20	RCP	101.3	935.41	934.20	940.54	48	R-1642	5.13	0.00
CB 12	CBMH 11	15	1.00	RCP	33.7	935.41	935.07	939.36	2x3	R-3067-V	3.95	0.00
CBMH 11	CBMH 10	21	1.50	RCP	38.9	934.10	933.51	939.45	48	R-3067-V	5.35	0.00
CBMH 10	CBMH 9	24	1.00	RCP	33.5	933.26	932.93	939.98	48	R-3067-V	6.72	0.00
CBMH 9	MH 7	33	0.70	RCP	27.5	932.43	932.24	939.95	72	R-3067-V	7.52	0.00
STUB 8	MH 7	33	0.50	RCP	40.0	928.40	928.20	940.50	-	-	12.10	0.00
MH 7	CBMH 4	36	0.70	RCP	179.1	927.95	926.70	939.88	72	R-1642	11.93	0.00
STUB 6	CBMH 4	36	0.51	RCP	245.6	925.95	924.70	943.90	-	-	17.95	0.00
STUB 5	CBMH 4	15	1.00	RCP	213.3	927.55	925.42	931.00	-	-	3.45	0.00
CBMH 4	CBMH 3	48	0.70	RCP	33.3	923.90	923.66	936.77	96	R-3067-VB	12.87	0.00
CBMH 3	MH 2	48	0.55	RCP	475.9	923.56	920.95	936.77	72	R-3067-VB	13.21	0.00
MH 2	FES 1	48	0.50	RCP	151.5	920.85	920.09	931.00	84	R-1642	10.15	0.00



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AMBER FIELDS - 13TH ADDITION

ROSEMOUNT, MN

PRELIMINARY PLAT SUBMITTAL

STORM SEWER PLAN SCHEDULE

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

FOR REVIEW ONLY

CLARK WICKLUND, PE

Date: _____ License No. _____

NOT FOR CONSTRUCTION

QUALITY ASSURANCE/CONTROL

BY: _____ DATE: _____

DATE: 08-14-23 ISSUE: CITY SUBMITTAL

PROJECT TEAM DATA

DESIGNED: _____ DBR / DMS

DRAWN: _____ DBR

PROJECT NO: 220-0078.H

Drawing name: X:\2020\200078.H\plan sheets\Preliminary Plat\200078.H-land.dwg Aug 14, 2023 — 2:39pm



MITIGATION & LANDSCAPE REQUIREMENTS:

MITIGATION:	
OVERALL REQUIRED (PER PUD):	1,983 INCHES
-PROVIDED IN PREVIOUS ADDITIONS:	425 INCHES
-PROVIDED THIS ADDITION:	37.5 INCHES
REMAINING MITIGATION:	1,520.5 INCHES

SINGLE FAMILY:
1 TREE PER UNIT FRONTAGE
TOTAL SINGLE FRONT LOTS: 57
TOTAL CORNER LOTS: 8 (2 TREES PER LOT REQUIRED)
REQUIRED TREES: 73
PROVIDED TREES: 88

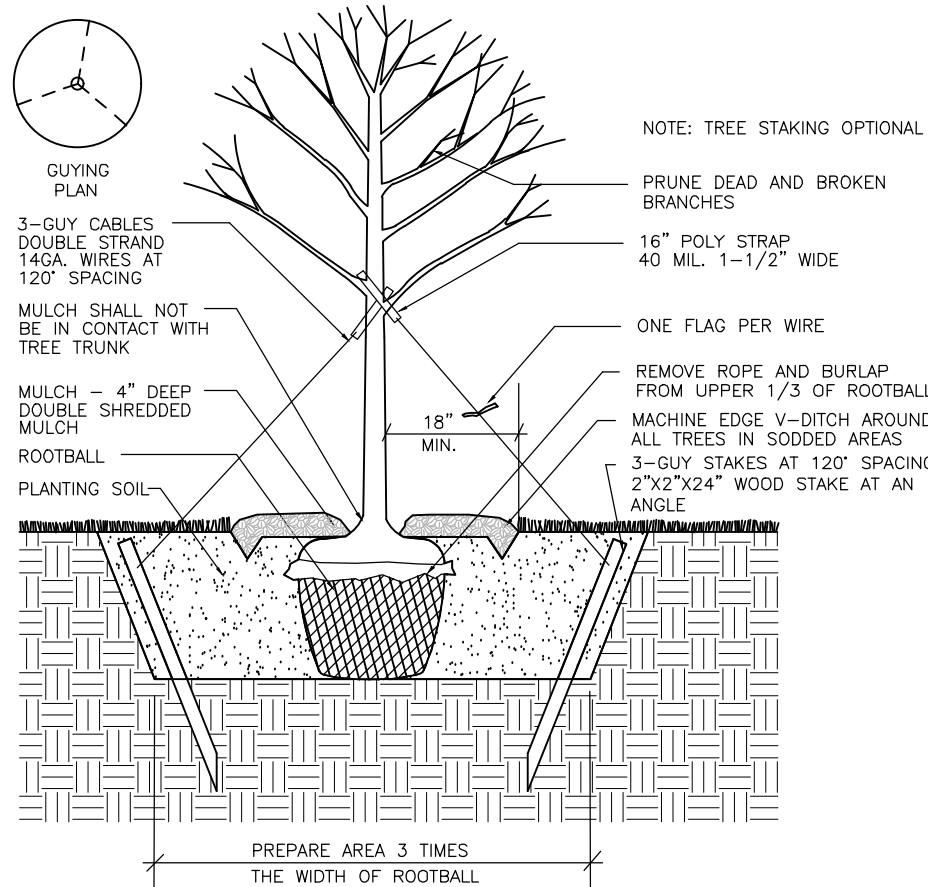
LANDSCAPE NOTES:

1. INSTALL 6" MIN. TOP SOIL TO ALL SOD, SEED AND SHRUB AREAS. FINE GRADE ALL SOD AND SEED AREAS. INSTALL 12" TOP SOIL TO PERENNIAL AND ANNUAL FLOWER AREAS.
2. STAKE OR MARK ALL PLANT MATERIAL LOCATIONS PRIOR TO INSTALLATION. HAVE OWNERS REPRESENTATIVE APPROVE ALL STAKING PRIOR TO INSTALLATION.
3. ALL SHRUB AREAS UNLESS SPECIFIED AS OTHER, TO BE BED MULCHED WITH 4" DEPTH OF DARK BROWN COLOR SHREDDED HARDWOOD MULCH OVER FILTER FABRIC, UNLESS SPECIFIED AS OTHER. POLY-EDGER TO BE VALLEY VIEW BLACK DIAMOND OR APPROVED EQUAL. ROCK MULCH TO BE 3-4" DEPTH BUFF LIMESTONE ROCK MULCH OVER FILTER FABRIC.
4. INSTALL 4-6" DEPTH SHREDDED HARDWOOD MULCH AROUND ROOT SAUCER OF ALL TREES ISOLATED FROM PLANT BEDS. DO NOT PILE MULCH AGAINST THE BASE OF A PLANT OR TREE TRUNK; PULL THE MULCH AWAY FROM THE BASE ONE TO TWO INCHES.
5. PLANT SOIL SHALL CONSIST OF 1:1:1, SELECT LOAMY TOPSOIL, PEAT MOSS, PIT RUN SAND.
6. COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE. MAKE ALL REPLACEMENTS PROMPTLY (AS PER DIRECTION OF OWNER).
7. ALL MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSEYMEN.
8. ALL TREE TRUNKS SHALL BE WRAPPED WITH BROWN CREPE TREE WRAP. APPLY WRAP IN NOVEMBER AND REMOVE IN APRIL.
9. CALL GOPHER STATE ONE CALL AT 651-454-0002 FOR LOCATING ALL UNDERGROUND UTILITIES AND AVOID DAMAGE TO UTILITIES DURING THE COURSE OF THE WORK.
10. MAINTAIN ALL PLANT MATERIALS, INCLUDING WATERING, UNTIL THE TIME OF ACCEPTANCE.
11. COORDINATE INSTALLATION WITH GENERAL CONTRACTOR.
12. STAKING AND GUYING OF TREES OPTIONAL: MAINTAIN PLUMBNESS OF TREES FOR DURATION OF WARRANTY PERIOD.
13. SWEEP AND WASH ALL PAVED SURFACES AND REMOVE ALL DEBRIS RESULTING FROM LANDSCAPE OPERATIONS.
14. LANDSCAPE CONTRACTOR SHALL INSTALL KENTUCKY BLUE GRASS SOD IN DENOTED AREAS INCLUDING ALL R.O.W. PER LOCAL INDUSTRY STANDARDS. SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND HAVE STAGGERED JOINTS.
15. SUPPLY DESIGN AND INSTALLATION FOR NEW WATER EFFICIENT IRRIGATION SYSTEM. DESIGN SYSTEM INCLUDING CONTROLS, ELECTRICAL AND WATER SERVICE CONNECTIONS WITH 100% COVERAGE OF NEW SOD, LANDSCAPE ISLANDS AND PLANTING AREAS. SOD, SEED AND SHRUB AREAS TO BE ON SEPARATE ZONES. DESIGN TO INCLUDE DRIP IRRIGATION IN SHRUB AREAS ADJACENT TO BUILDING. EXCESS WATER SHALL NOT COME IN CONTACT WITH BUILDING AND SIDEWALKS. THE IRRIGATION SYSTEM SHALL HAVE A RAIN/FREEZE SENSOR SHUTOFF. USE RAINBIRD OR APPROVED EQUAL COORDINATE WITH G.C. AND WORK OF OTHER SECTIONS.
16. CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE CITY FOR A LANDSCAPE INSTALLATION INSPECTION OF ALL PLANTINGS.

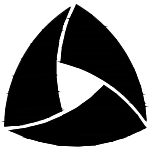
LANDSCAPE SCHEDULE:

# Single Family	KEY	COMMON NAME / SCIENTIFIC NAME	SIZE	NOTES
OVERSTORY TREES				
15	SL	American Sentry Linden <i>Tilia americana</i> 'McKsentry'	2.5" Cal. B&B	Straight Trunk, No V-Crotch
14	AB	Autumn Blaze Maple <i>Acer x freemanii</i>	2.5" Cal. B&B	Straight Trunk, No V-Crotch
15	GM	Green Mountain Sugar Maple <i>Acer saccharum</i> 'Green Mountain'	2.5" Cal. B&B	Straight Trunk, No V-Crotch
14	CH	Common Hackberry <i>Celtis occidentalis</i>	2.5" Cal. B&B	Straight Trunk, No V-Crotch
15	SH	Skyline Honeylocust <i>Gleditsia triacanthos</i> var. <i>inermis</i> 'Skycole'	2.5" Cal. B&B	Straight Trunk, No V-Crotch
15	RO	Red Oak <i>Quercus rubra</i>	2.5" Cal. B&B	Straight Trunk, No V-Crotch
88	TOTAL STREET TREES			

Note: Quantities on plan supercedes schedule in event of discrepancy



1 TREE PLANTING DETAIL
NOT TO SCALE



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M/I HOMES

AMBER FIELDS - 13TH ADDITION

ROSEMOUNT, MN

PRELIMINARY PLAT SUBMITTAL

LANDSCAPING PLAN

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

CLARK WICKLUND, PE

Date: License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

X08-14-23 BY SUBMITTAL

PROJECT TEAM DATA

DESIGNED: DBR / DMS

DRAWN: DBR

PROJECT NO: 220-0078.H

17

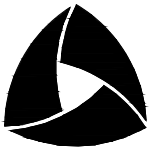
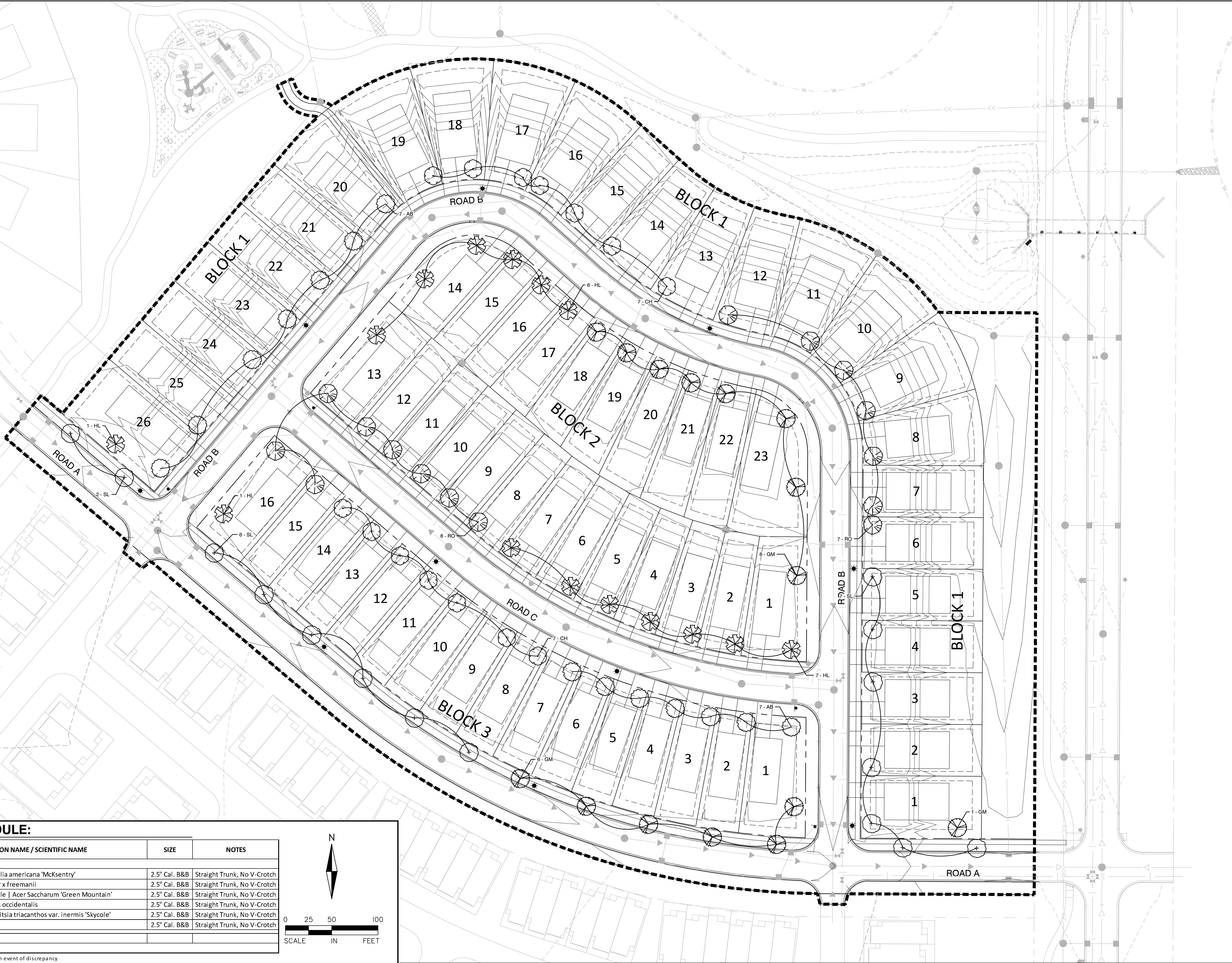
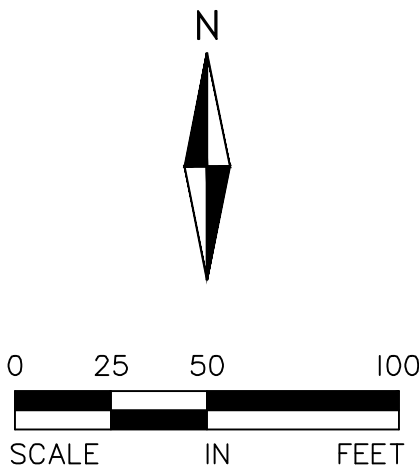
SHEET 17 of 18

Drawing name: X:\2020\200078.H\plan_sheets\Preliminary Plat\200078.H-landdwa - Aug 14, 2023 - 2:40pm

LANDSCAPE SCHEDULE:

# Single Family	KEY	COMMON NAME / SCIENTIFIC NAME	SIZE	NOTES
OVERSTORY TREES				
15	SL	American Sentry Linden <i>Tilia americana</i> 'McKsentry'	2.5" Cal. B&B	Straight Trunk, No V-Crotch
14	AB	Autumn Blaze Maple <i>Acer x freemanii</i>	2.5" Cal. B&B	Straight Trunk, No V-Crotch
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15	RO	Red Oak <i>Quercus rubra</i>	2.5" Cal. B&B	Straight Trunk, No V-Crotch
88	TOTAL STREET TREES			

Note: Quantities on plan supercedes schedule in event of discrepancy



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AMBER FIELDS - 13TH ADDITION

ROSEMOUNT, MN

PRELIMINARY PLAT SUBMITTAL

LANDSCAPING PLAN

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

CLARK WICKLUND, PE

Date: License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

X08-14-23 BY SUBMITTAL

PROJECT TEAM DATA

DESIGNED: DBR / DMS

DRAWN: DBR

PROJECT NO: 220-0078.H

18

SHEET 18 of 18

Memorandum

To: Brian Erickson, City Engineer
Nick Egger, Director of Public Works
Anthony Nemcek, Senior Planner
Jane Byron, Storm Water Specialist

From: Jeff Pearson, PE
Bill Alms, PE
Kendra Fallon, PE

Date: September 7, 2023

Re: Amber Fields 13th Addition Civil and Stormwater Preliminary Plan Review
WSB Project No. 023542-000

We have reviewed the documents provided by Alliant Engineering on August 14, 2023. Documents reviewed include:

- Amber Fields 13th Addition Preliminary Plat Civil Set, dated 8/14/2023
- Amber Fields 13th Addition Rational Storm Sewer Sizing Calculations; undated

It should be noted that there are outstanding comments on other previously submitted portions of the development that should be addressed.

Applicant should provide responses to each comment. I offer the following comments below.

Civil Comments:

1. General
 - a. Update street names when available.
 - b. Provide benchmark elevations on future construction plans.
 - c. Note if “existing conditions” for Akron Avenue are per plan (as opposed to constructed conditions) and update as needed through future plans.
 - d. Update City details to current 2023 version.
2. Utilities
 - a. Add the NWL/HWL information for Wetland 18-006 and Basin 3 to the grading plans for reference.
 - b. Consider adjusting sanitary alignments on all roads where needed to keep watermain alignments under pavement and avoid watermain alignment beneath storm sewer catch basins.
3. Signage and Street Lighting
 - a. Adjust streetlight location at Block 1, Lot 17/18 to Lot 19/20 to be near path connection (offset as needed to avoid storm sewer).
4. Landscape
 - a. No comments at this time

Grading, Drainage, and Erosion Control Comments:

5. General
 - a. No comments.
6. Ponds and Wetlands
 - a. Add the NWL/HWL information for Wetland 18-006 and Basin 3 to the grading plans for reference.
7. Emergency Overflow Routes:
 - a. No comments.
8. Retaining Walls:
 - a. No comments.
9. Erosion Control:
 - a. No comments.
10. Grading:
 - a. The contours should be added for the area west of the 13th Addition on the grading plans to confirm the drainage condition behind the proposed homes included in the 13th Addition.
 - b. It is recommended the low point along Road B be shifted north closer to the western lot line to shift CB 29 away from the proposed driveway.
 - c. Provide grade information for swales in open areas (minimum 2%).
 - d. Add contour labels (existing and proposed).
 - e. Contours on Block 1, Lots 19-26 do not align with property lines and do not reflect proposed path.

Stormwater Management Plan:

1. General Storm Sewer Design
 - a. Provide a catch basin drainage area map (including the area intended to drain to the proposed stubs) to confirm storm sewer sizing.
 - b. Include the pipe capacity (cfs) in the storm sewer sizing calculations to compare with the cumulative flow rate draining to the pipe.
 - c. Manholes on the deep, large diameter storm sewer are recommended to be spaced a maximum of every 300 feet for easier future maintenance. This is the recommended spacing for the 48" storm sewer run west of the 13th Addition.
 - d. It is assumed CB 18 will connect to CBMH 17; update linework on storm sewer plans.
 - e. FES 1 will require sheet piling due to the proposed pipe size; this should be included in final plat plans.
 - f. Confirm and update the casting type and structure type noted in the storm sewer schedule for structures CB 18, CBMH 17 and CBMH 16.
 - g. It is recommended MH 2 be shifted slightly away from the proposed trail.
2. Water Quantity
 - a. No comments.
3. Rate/Volume Control
 - a. No comments.
4. Freeboard
 - a. No comments.

5. Water Quality

- a. No comments.

6. Easements

- a. Easement near CBMH 27 should be updated to provide 10 feet south of the proposed storm sewer line (or structure CBMH 27 should be shifted to the lot line – see comment provided under the grading section).
- b. Provide structure and pipe depth information for the STMH at the back of Block 1, Lot 10/11 to determine if additional easement is required.

General

Infrastructure design shall be completed in accordance with the City of Rosemount's Engineering Guidelines and Standards. Infrastructure construction shall be completed in accordance with the latest edition of the City's General Specifications and Standard Detail Plates for Street and Utility Construction.

City Council Regular Meeting: October 17, 2023

AGENDA ITEM: Schafer Richardson Conduit Financing Authorization Request Amendment	AGENDA SECTION: PUBLIC HEARINGS
PREPARED BY: Adam Kienberger, Community Development Director	AGENDA NO. 7.a.
ATTACHMENTS: October 10, 2023 Amended Request Letter of Explanation, Resolution, May 31, 2023 Initial Request Letter of Explanation	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve the attached resolution providing host approval for the issuance of revenue obligation bonds by the City of Columbus for the benefit of Adalyn Avenue, LLLP.	

BACKGROUND

Schafer Richardson is pursuing development of a workforce housing multifamily project within the Prestwick Place development at the northeast corner of Akron Avenue and Connemara Trail. As part of their development plan they are assembling an array of financing and are requesting the city grant them authorization to secure conduit financing with the City of Columbus, Minnesota. City Council took action to approve this item after holding a public hearing on July 24, 2023. Attached is a letter of explanation of this process from the initial request along with an updated request as outlined by the developer's law firm Kennedy & Graven.

Per the attached letter of explanation: "City Council previously provided host approval to the issuance of the Obligations by the Issuer in the principal amount of \$30,570,000, including Obligations to be issued on a tax-exempt basis in the estimated amount of \$24,570,000. However, since then, the Borrower has determined that it needs to increase the principal amount of the Obligations to be issued on a tax-exempt basis by an additional \$6,000,000. Due to this increase, the City Council is required to conduct another public hearing to satisfy the requirements of state and federal tax law."

RECOMMENDATION

Staff recommends the City Council hold a public hearing and then approve the attached resolution providing host approval for the issuance of revenue obligation bonds by the City of Columbus for the benefit of Adalyn Avenue, LLLP.



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St. Cloud

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kennedy-graven.com
Affirmative Action, Equal Opportunity Employer

JULIE A. EDDINGTON
Attorney at Law
Direct Dial: (612) 337-9213
Email: jeddington@kennedy-graven.com

October 10, 2023

Adam Kienberger, Community Development Director
Teah Malecha, Finance Director
City of Rosemount
2875 145th Street West
Rosemount, MN 55068

Re: Resolution providing host approval to the issuance of revenue obligations by the City of Columbus for the benefit of Adalyn Avenue, LLLP

Dear Adam and Teah,

As you know, Adalyn Avenue, LLLP, a Minnesota limited liability limited partnership, or another related entity, affiliate, successor, or assign of SRPB Strategic Housing, LLC, a Minnesota limited liability company (collectively, the "Borrower"), intends to acquire, construct, and equip an approximately 164-unit multifamily housing development and facilities functionally related and subordinate thereto to be located at or about 14203 Adalyn Avenue, Rosemount, Minnesota, for occupancy by individuals and families of low and moderate income, to be known as Croft at Rosecott (the "Project"). In order to finance the Project, the Borrower has proposed that the City of Columbus, Minnesota (the "Issuer") issue one or more series of tax-exempt revenue obligations (the "Obligations") and loan the proceeds thereof to the Borrower.

In order for the Issuer to issue the Obligations to finance a project located in the City of Rosemount, Minnesota (the "City"), the City Council of the City must first grant "host approval" to the issuance of the Obligations, as required by state and federal tax law. On July 24, 2023, following a public hearing, the City Council previously provided host approval to the issuance of the Obligations by the Issuer in the principal amount of \$30,570,000, including Obligations to be issued on a tax-exempt basis in the estimated amount of \$24,570,000. However, since then, the Borrower has determined that it needs to increase the principal amount of the Obligations to be issued on a tax-exempt basis by an additional \$6,000,000. Due to this increase, the City Council is required to conduct another public hearing to satisfy the requirements of state and federal tax law.

The Obligations will be issued pursuant to Minnesota Statutes, Chapters 462C and 474A, as amended (the "Act"), and Minnesota Statutes, Sections 471.59 and 471.656, as amended (the "Joint Powers Act"). The Joint Powers Act provides authorization for the Issuer to issue the Obligations even though the Project is located outside of the general jurisdiction of the Issuer. The Borrower is requesting that the City Council consider the enclosed resolution following the public hearing to be held on October 17, 2023, in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Act. This resolution provides the City's consent to the issuance of the Obligations by the Issuer to finance the Project, as located in the City, as well as its approval of a joint housing program with the

Issuer, which describes the funding mechanisms for the Project and how the Project will meet the needs of low- and moderate-income families. The resolution also authorizes the execution of a cooperative agreement (also referred to as a “joint powers agreement”) with the Issuer to satisfy the requirements of the Joint Powers Act. The Issuer, as the conduit issuer of the Obligations, will conduct a public hearing to satisfy the requirements of the Code and the Act on October 25, 2023.

The Obligations will be secured solely by the revenues pledged pursuant to a loan or revenue agreement to be executed by the Issuer and the Borrower and from other security provided by the Borrower. The Obligations will not constitute a general or moral obligation of the City, will not be secured by or payable from any property or assets of the City, and will not be secured by any taxing power of the City. The Obligations will not have any adverse impact on the credit rating of the City, even in the event that the Borrower encounters financial difficulties with respect to the Project.

The issuance of the Obligations by the Issuer will not affect the City’s ability to issue general obligation bonds in calendar year 2023. Furthermore, the issuance of the Obligations by the Issuer will not affect the City’s ability to designate up to \$10,000,000 in tax-exempt bonds as “qualified tax-exempt obligations” (or “bank-qualified bonds”) for calendar year 2023.

The Borrower will agree to pay the out-of-pocket expenses of the City with respect to this transaction.

Julie Eddington will attend the public hearing on October 17, 2023. Please contact me with any questions you may have prior to the City Council meeting.

Sincerely,

Julie A. Eddington

CL290-18 (JAE)
908065v1

CITY OF ROSEMOUNT, MINNESOTA

RESOLUTION NO. ____

RESOLUTION PROVIDING HOST APPROVAL TO AND CONSENTING TO THE ISSUANCE BY THE CITY OF COLUMBUS OF ITS REVENUE OBLIGATIONS FOR THE BENEFIT OF ADALYN AVENUE, LLLP; APPROVING A HOUSING PROGRAM; APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT; AND TAKING OTHER ACTIONS WITH RESPECT THERETO

BE IT RESOLVED by the City Council of the City of Rosemount, Minnesota (the “City”) as follows:

Section 1. Recitals.

1.01. Pursuant to the Constitution and laws of the State of Minnesota, particularly Minnesota Statutes, Chapter 462C, as amended (the “Housing Act”), a municipality is authorized to issue revenue bonds or obligations to finance multifamily housing developments.

1.02. Minnesota Statutes, Section 471.656, as amended, authorizes a municipality to issue obligations to finance the acquisition or improvement of property located outside of the corporate boundaries of such municipality if the obligations are issued under a joint powers agreement between the municipality issuing the obligations and the municipality in which the property to be acquired or improved is located.

1.03. Pursuant to Minnesota Statutes, Section 471.59, as amended, by the terms of a joint powers agreement entered into through action of their governing bodies, two or more municipalities may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised and the joint powers agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units.

1.04. Adalyn Avenue, LLLP, a Minnesota limited liability limited partnership, or another related entity, affiliate, successor, or assign of SRPB Strategic Housing, LLC, a Minnesota limited liability company (collectively, the “Borrower”), has proposed that the City approve the issuance by the City of Columbus, Minnesota (the “Issuer”) of one or more series of tax-exempt or taxable revenue obligations (the “Obligations”) in the approximate maximum principal amount of \$35,000,000, for the benefit of the Borrower for the purposes of financing all or a portion of (a) the costs of the acquisition, construction, and equipping of an approximately 164-unit multifamily housing development and facilities functionally related and subordinate thereto to be located at or about 14203 Adalyn Avenue in the City for occupancy by individuals and families of low and moderate income, to be known as Croft at Rosecott (the “Project”); (b) any required reserves; (c) capitalized interest during the construction and lease-up of the Project, if necessary; and (d) the costs of issuing the Obligations.

1.05. Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), and regulations promulgated thereunder require that, prior to the issuance of the Obligations, the City Council must consent to the issuance of the Obligations by the Issuer after conducting a public hearing thereon

preceded by publication of a notice of public hearing (in the form required by Section 147(f) of the Code and applicable regulations) in a newspaper of general circulation within the City at least seven (7) days prior to the public hearing date.

1.06. In accordance with the Housing Act, a housing program (the “Housing Program”) to authorize the issuance by the Issuer of the Obligations to finance the costs of the Project has been prepared and is on file with the City Council. Kennedy & Graven, Chartered, as bond counsel to the Issuer (“Bond Counsel”), has published, on behalf of the City, a notice of public hearing on the Housing Program and the issuance of the Obligations by the Issuer in the *Dakota County Tribune*, the official newspaper of and a newspaper of general circulation in the City, at least fifteen (15) days before the regularly scheduled meeting of the City Council on the date hereof, with respect to the required public hearing under Section 147(f) of the Code.

1.07. On the date hereof, the City Council conducted a public hearing at which a reasonable opportunity was provided for interested individuals to express their views, both orally and in writing, on providing consent to the issuance of the Obligations by the Issuer pursuant to the requirements of Section 147(f) of the Code and the regulations promulgated thereunder and approving the Housing Program.

1.08. To satisfy the requirements of Minnesota Statutes, Sections 471.59 and 471.656, as amended, the City and the Issuer are proposing to enter into a Cooperative Agreement (the “Cooperative Agreement”) pursuant to which the City will consent to the issuance of the Obligations by the Issuer to finance the Project, and the Issuer will agree to issue the Obligations to finance the Project. A form of the Cooperative Agreement is on file with the City Council.

1.09. The Borrower has represented to the City that the principal of, premium (if any), and interest on the Obligations (i) shall be payable solely from the revenue pledged therefor; (ii) shall not constitute a debt of the City or the Issuer within the meaning of any constitutional or statutory limitation; (iii) shall not constitute nor give rise to a pecuniary liability of the City or the Issuer or a charge against the general credit or taxing powers of either; and (iv) shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City or the Issuer other than the interest of the Issuer as set forth in one or more loan agreements to be entered into between the Issuer and the Borrower.

Section 2. Approvals.

2.01. The City Council finds that it is in the best interest of the City to approve the issuance of the Obligations by the Issuer to finance the Project and hereby consents to the issuance of the Obligations by the Issuer for the purposes set forth above.

2.02. The Obligations shall be special, limited obligations of the Issuer payable solely from the revenues and security provided by the Borrower to the Issuer and pledged to the payment of the Obligations.

2.03. The Housing Program is hereby approved.

2.04. The Mayor and the City Administrator are hereby authorized and directed to execute and deliver the Cooperative Agreement and any other documents deemed necessary to fulfill the intentions of this resolution. All of the provisions of the Cooperative Agreement, when executed and delivered as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if

incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The Cooperative Agreement shall be substantially in the form on file with the City, which is hereby approved, with such omissions and insertions as do not materially change the substance thereof, or as the Mayor and the City Administrator, in their discretion, shall determine, and the execution thereof by the Mayor and the City Administrator shall be conclusive evidence of such determination.

2.05. The Mayor and the City Administrator and other officers, employees, and agents of the City are hereby authorized and directed to prepare and furnish to bond counsel, the trustee, and the original purchaser of the Obligations certified copies of all proceedings and records of the City relating to the approval of the issuance of the Obligations, including a certification of this resolution.

2.06. The Borrower shall pay to the City any and all costs paid or incurred by the City in connection with this resolution, the Housing Program, the Cooperative Agreement, the Obligations or the financing contemplated herein, whether or not the financing is carried to completion, and whether or not the Obligations or operative instruments are executed and delivered.

2.07. This resolution replaces the resolution adopted by the City Council on July 24, 2023, approving the issuance of the Obligations on a tax-exempt basis in the estimated maximum principal amount of \$24,570,000.

2.08. This resolution shall be in full force and effect from and after its passage.

Approved by the City Council of the City of Rosemount, Minnesota this 17th day of October, 2023.

Mayor

ATTEST:

City Clerk

CL290-18 (JAE)
902939v2



Offices in Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300 telephone
(612) 337-9310 fax
St. Cloud kennedy-graven.com
Affirmative Action, Equal Opportunity Employer

JULIE A. EDDINGTON
Attorney at Law
Direct Dial (612) 337-9213
Email: jeddington@kennedy-graven.com

May 31, 2023

Adam Kienberger, Community Development Director
City of Rosemount
2875 145th Street West
Rosemount, MN 55068

Re: Resolution calling a public hearing to consider host approval for the issuance of revenue obligations by the City of Columbus for the benefit of SRPB Strategic Housing LLC

Dear Adam,

SRPB Strategic Housing LLC, or a related entity, affiliate, successor, or assign (collectively, the “Borrower”), intends to acquire, construct, and equip an approximately 164-unit multifamily housing development and facilities functionally related and subordinate thereto to be located at northeast intersection of Akron Avenue and Connemara Trail, Rosemount, Minnesota, for occupancy by individuals and families of low and moderate income, to be known as Croft at Rosecott (the “Project”). The Dakota County Community Development Agency (the “County CDA”) issues conduit bonds to finance affordable housing developments located within Dakota County, Minnesota (the “County”). However, the County CDA is an “entitlement issuer” and has already committed to issuing bonds for other affordable housing projects, which has exhausted the amount of funds that it has received through the State of Minnesota for this purpose. As a result, the County CDA is requiring that the Borrower approach a “conduit issuer” outside of Dakota County to issue conduit revenue bonds to provide financing for the Project.

In order to finance the Project, the Borrower has proposed that the City of Columbus, Minnesota (the “Issuer”) issue one or more series of tax-exempt revenue obligations in the approximate maximum principal amount of \$29,000,000 and, if necessary, one or more series of taxable revenue obligations in the approximate maximum principal amount to be determined (collectively, the “Obligations”) and loan the proceeds thereof to the Borrower. In order for the Issuer to issue the Obligations to finance a project located in the City of Rosemount, Minnesota (the “City”), the City Council of the City must first grant “host approval” to the issuance of the Obligations, as required by state and federal tax law.

The Obligations will be issued pursuant to Minnesota Statutes, Chapters 462C and 474A, as amended (the “Act”), and Minnesota Statutes, Sections 471.59 and 471.656, as amended (the “Joint Powers Act”). The Joint Powers Act provides authorization for the Issuer to issue the Obligations even though the Project is located outside of the general jurisdiction of the Issuer. As a part of this process, the City Council will be asked to conduct a public hearing for “host approval” pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), and for a joint housing program with the Issuer pursuant to the Act, which describes the funding mechanisms for the Project and how the Project will meet the needs of

low and moderate-income families. The Issuer, as the conduit issuer of the Obligations, will also conduct a public hearing to satisfy the requirements of the Code and the Act.

The Borrower is requesting that the City Council consider the enclosed resolution at its meeting on June 6, 2023, which calls for the public hearing to be conducted by the City Council at its meeting on July 24, 2023. Following the public hearing, the City Council will be asked to consider a resolution (i) approving the joint housing program with the Issuer to satisfy the requirements of Section 462C.03 of the Act; (ii) providing “host approval” to the issuance of the Obligations by the Issuer to finance the Project; and (iii) authorizing the execution and delivery of a Joint Powers Agreement (also referred to as a “Cooperative Agreement”) with the Issuer to satisfy the requirements of the Joint Powers Act. The Joint Powers Agreement is a short agreement by which the City will consent to the issuance of the Obligations by the Issuer, and the Issuer will agree to issue the Obligations to finance the Project.

The Obligations will be secured solely by the revenues pledged pursuant to a loan or revenue agreement to be executed by the Issuer and the Borrower and from other security provided by the Borrower. The Obligations will not constitute a general or moral obligation of the City, will not be secured by or payable from any property or assets of the City, and will not be secured by any taxing power of the City. The Obligations will not have any adverse impact on the credit rating of the City, even in the event that the Borrower encounters financial difficulties with respect to the Project.

The issuance of the Obligations by the Issuer will not affect the City’s ability to issue general obligation bonds in calendar year 2023. Furthermore, the issuance of the Obligations by the Issuer will not affect the City’s ability to designate up to \$10,000,000 in tax-exempt bonds as “qualified tax-exempt obligations” (or “bank-qualified bonds”) for calendar year 2023.

The Borrower will agree to pay the out-of-pocket expenses of the City with respect to this transaction.

Please contact me with any questions you may have prior to the City Council meeting.

Sincerely,

Julie A. Eddington

City Council Regular Meeting: October 17, 2023

AGENDA ITEM: Request by SKB Environmental for an extension of its current Interim Use Permit	AGENDA SECTION: PUBLIC HEARINGS
PREPARED BY: Anthony Nemcek , Senior Planner	AGENDA NO. 7.b.
ATTACHMENTS: Resolution, Site Location, MPCA Correspondence, Current 2018 Interim Use Permit	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to adopt a resolution approving an extension of the 2018 Interim Use Permit for SKB Environmental.	

BACKGROUND

The City Council approved SKB’s current Interim Use Permit in 2018 with a term of 5 years. Ahead of the November 2023 expiration of the IUP, SKB applied for and received approval for a new IUP that includes an expansion of the current operation. That approval was conditioned on receiving the necessary permits from the Minnesota Pollution Control Agency (MPCA). Based on correspondence City staff have reviewed between SKB and the MPCA, it appears staffing turnover is delaying the review process at the MPCA, specifically the portion of the review related to groundwater and hydrogeology within the expansion area. That correspondence going back to February of this year is included in the attachments.

Following the MPCA’s issuance of a permit, Dakota County needs to issue the license for the expansion. The issuance of the permit by the County is estimated to take 30-45 days. Until the permit is issued, the latest IUP renewal that was approved in 2022 will not be in effect. An extension of the IUP that is currently in effect is necessary to ensure SKB can continue its operation while the MPCA finalizes its review of the expansion. SKB has requested the current IUP be extended to June 30, 2024. Section 11-10-8 of the City Code allows the Council, after a public hearing, to modify standards or conditions of interim use permits, including extending the term of a permit so long as such modification “will not impair the intent and purpose of such standards or conditions and is consistent with reasonable enjoyment of adjacent property.” The extension of the term of the current IUP would not permit any changes to SKB’s current operation, and would not create additional impairments on adjacent properties.

RECOMMENDATION

Staff has reviewed the correspondence between the MPCA and SKB and finds an extension of the current IUP approved in 2018 to be justified. Staff recommends the City Council adopt a resolution approving an extension of the current IUP to June 30, 2024 subject to all other conditions contained within the attached Interim Use Permit.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2023-XX

**A RESOLUTION APPROVING AN EXTENSION OF THE SKB ENVIRONMENTAL
INTERIM USE PERMIT FOR THE OPERATION OF A WASTE FACILITY.**

WHEREAS, the City of Rosemount received request from SKB Environmental, Inc. (SKB) for an extension of the term of the Interim Use Permit (IUP) associated their waste facility located at 13425 Courthouse Boulevard, Rosemount, Minnesota; and

WHEREAS, the IUP allows the disposal of industrial waste, municipal solid waste (MSW) incinerator ash, and construction and demolition debris and the operation of a recycling and transfer facility handling the previously mentioned wastes along with MSW; and

WHEREAS, the City Code allows the council, after public hearing, to modify standards or conditions required for the IUP, provided, that such modification will not impair the intent and purpose of such standards or conditions and is consistent with reasonable enjoyment of adjacent property; and

WHEREAS, on October 17, 2023, the City Council of the City of Rosemount held a public hearing to review the modification of the IUP from SKB.

NOW, THEREFORE, BE IT RESOLVED, the Council of the City of Rosemount hereby approves an extension of the term of the IUP for SKB Environmental waste facility located at 13425 Courthouse Boulevard, Rosemount, Minnesota, subject to the conditions in the Interim Use Permit Reissuance to SKB, Inc. Minnesota Industrial Containment Facility and including the conditions as follows:

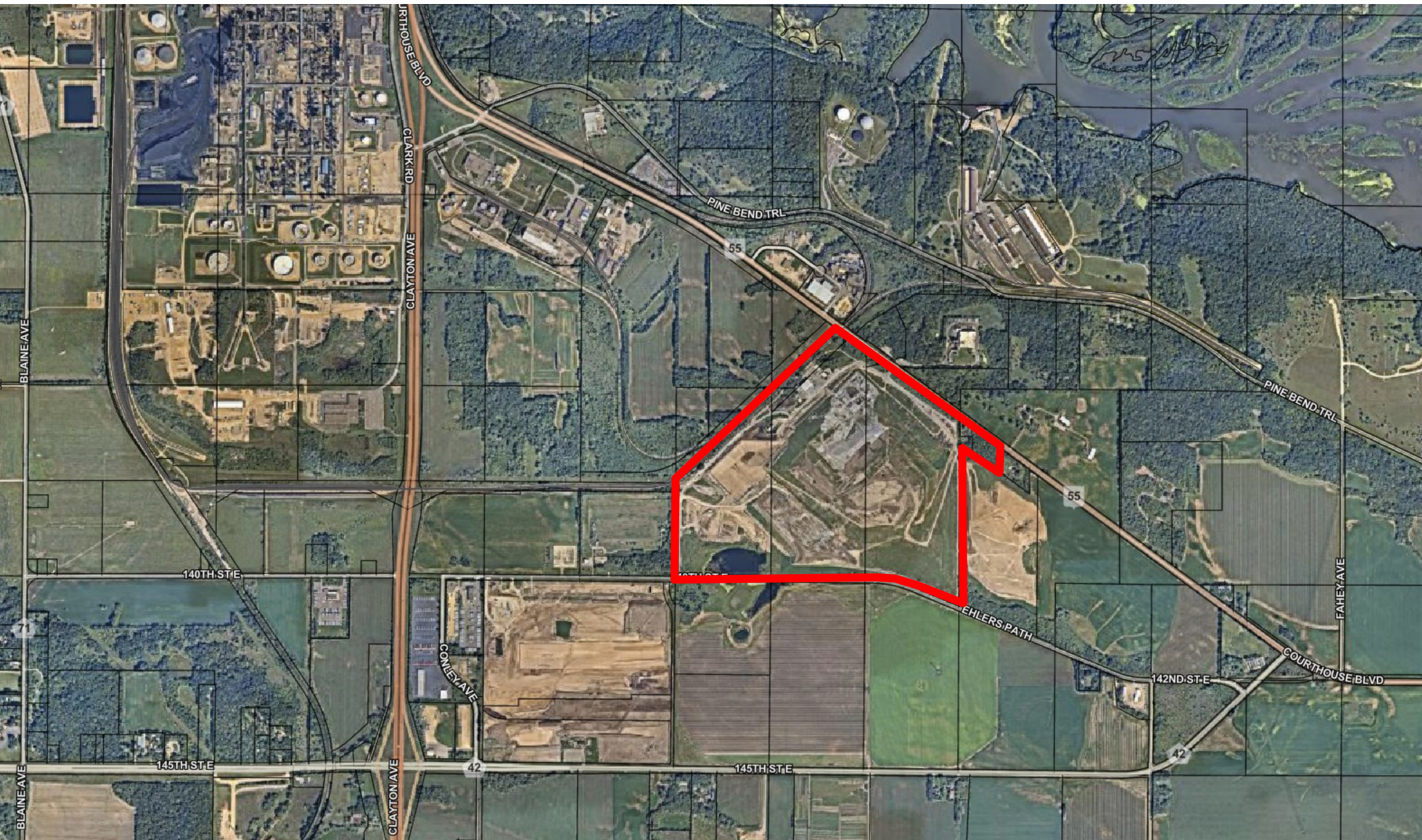
- 1) The Interim Use Permit shall expire on June 30, 2024.
- 2) The Interim Use Permit approved by Council in 2022 shall not go into effect until all necessary permits required by the MPCA and Dakota County are granted and the IUP is fully executed.

ADOPTED this 17th day of October, 2023 by the City Council of the City of Rosemount.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk



Anthony Nemcek

From: Aamodt, Daniel (MPCA) <daniel.aamodt@state.mn.us>
Sent: Thursday, August 24, 2023 9:25 AM
To: Ryan O'Gara; Geoff Strack
Cc: Shustarich, Thomas; Gawrys, Elizabeth (MPCA); Short, Alexander K (MPCA)
Subject: RE: SKB Rosemount 2022 Major Modification Technical Adequacy Letter

Hi Ryan,

We want to include time for reviewing the hydro investigation, preparing the draft permit, and allowing SKB to review and comment on the draft permit prior to the public notice. If SKB's responses the technical review are adequate and there are only minor revisions needed to the draft permit I think it's reasonable to plan on putting the draft permit on public notice in early winter.

Dan Aamodt

Engineer, Solid Waste Permitting Unit
Resource Management & Assistance Division
Minnesota Pollution Control Agency
520 Lafayette Rd
St. Paul, MN 55155
651-757-2435
daniel.aamodt@state.mn.us

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From: Ryan O'Gara <Ryan.O'Gara@WasteConnections.com>
Sent: Wednesday, August 23, 2023 3:05 PM
To: Aamodt, Daniel (MPCA) <daniel.aamodt@state.mn.us>; Geoff Strack <Geoffrey.Strack@WasteConnections.com>
Cc: Shustarich, Thomas <thomas.shustarich@stantec.com>; Gawrys, Elizabeth (MPCA) <elizabeth.gawrys@state.mn.us>; Short, Alexander K (MPCA) <Alexander.Short@state.mn.us>
Subject: RE: SKB Rosemount 2022 Major Modification Technical Adequacy Letter
Thanks Dan, this is great news!
Alex & Dan--just so I can provide our neighbors with an estimated timeline, do you have any idea of when we might go on public notice? Even a rough estimate would help put their minds at ease.
Thanks!
Ryan

From: Aamodt, Daniel (MPCA) <daniel.aamodt@state.mn.us>
Sent: Tuesday, August 22, 2023 4:10 PM
To: Geoff Strack <Geoffrey.Strack@WasteConnections.com>
Cc: Ryan O'Gara <Ryan.O'Gara@WasteConnections.com>; Shustarich, Thomas <thomas.shustarich@stantec.com>; Gawrys, Elizabeth (MPCA) <elizabeth.gawrys@state.mn.us>; Short, Alexander K (MPCA) <Alexander.Short@state.mn.us>
Subject: RE: SKB Rosemount 2022 Major Modification Technical Adequacy Letter
Geoff,
Alex Short has been assigned to review the hydrogeologic portions of the permit application. He will reach out to you directly if he has any immediate questions. If there are any comments or a need for additional information this will be summarized in a Technical Adequacy letter sent to SKB upon completion of the review of the hydrogeologic investigation report.

Dan Aamodt

Engineer, Solid Waste Permitting Unit
Resource Management & Assistance Division

Minnesota Pollution Control Agency
520 Lafayette Rd
St. Paul, MN 55155
651-757-2435
daniel.aamodt@state.mn.us

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From: Geoff Strack <Geoffrey.Strack@WasteConnections.com>

Sent: Monday, August 21, 2023 2:38 PM

To: Aamodt, Daniel (MPCA) <daniel.aamodt@state.mn.us>

Cc: Ryan O'Gara <Ryan.O'Gara@WasteConnections.com>; Shustarich, Thomas <thomas.shustarich@stantec.com>;
Gawrys, Elizabeth (MPCA) <elizabeth.gawrys@state.mn.us>

Subject: RE: SKB Rosemount 2022 Major Modification Technical Adequacy Letter

Checking in on the status of the review and finding a hydro to review. We have some anxious neighbors that are asking us about the process.

Thanks.

Geoffrey Strack
Region Engineer

From: Aamodt, Daniel (MPCA) <daniel.aamodt@state.mn.us>

Sent: Tuesday, July 25, 2023 11:55 AM

To: Geoff Strack <Geoffrey.Strack@WasteConnections.com>

Cc: Ryan O'Gara <Ryan.O'Gara@WasteConnections.com>; Shustarich, Thomas <thomas.shustarich@stantec.com>;
Gawrys, Elizabeth (MPCA) <elizabeth.gawrys@state.mn.us>

Subject: RE: SKB Rosemount 2022 Major Modification Technical Adequacy Letter

Geoff,

I'm continuing to work on drafting the permit as much as possible. I have wrapped up issuing another major permit so now I will be able to dedicate more time to the SKB Rosemount Expansion Project. Unfortunately the hydrogeologist assigned to the facility recently left the MPCA. I have communicated to my supervisor that a new hydrogeologist will need to be assigned as soon as possible to complete the review of the Hydrogeologic Investigation Report and assist in drafting the groundwater monitoring portions of the permit.

I will keep you informed on the status of the hydro for the project and provide a preliminary draft permit (minus anything related to groundwater monitoring) as soon as it is prepared.

Thanks,

Dan Aamodt

Engineer, Solid Waste Permitting Unit
Resource Management & Assistance Division
Minnesota Pollution Control Agency
520 Lafayette Rd
St. Paul, MN 55155
651-757-2435
daniel.aamodt@state.mn.us

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From: Geoff Strack <Geoffrey.Strack@WasteConnections.com>

Sent: Monday, July 24, 2023 12:48 PM

To: Aamodt, Daniel (MPCA) <daniel.aamodt@state.mn.us>

Cc: Ryan O'Gara <Ryan.O'Gara@WasteConnections.com>; Shustarich, Thomas <thomas.shustarich@stantec.com>

Subject: RE: SKB Rosemount 2022 Major Modification Technical Adequacy Letter

Dan,
Checking in on the status of a draft permit.
Thanks.
Geoffrey Strack
Region Engineer

From: Geoff Strack
Sent: Thursday, July 6, 2023 12:47 PM
To: Aamodt, Daniel (MPCA) <daniel.aamodt@state.mn.us>
Cc: Ryan O'Gara <Ryan.O'Gara@WasteConnections.com>; Shustarich, Thomas <thomas.shustarich@stantec.com>
Subject: RE: SKB Rosemount 2022 Major Modification Technical Adequacy Letter

Dan,
Checking in on your progress on a draft permit.
Thanks.
Geoffrey Strack
Region Engineer

From: Aamodt, Daniel (MPCA) <daniel.aamodt@state.mn.us>
Sent: Thursday, April 20, 2023 10:20 AM
To: Geoff Strack <Geoffrey.Strack@WasteConnections.com>
Cc: Ryan O'Gara <Ryan.O'Gara@WasteConnections.com>; Shustarich, Thomas <thomas.shustarich@stantec.com>
Subject: RE: SKB Rosemount 2022 Major Modification Technical Adequacy Letter

Geoff,
I reviewed the responses SKB provided to the technical review letter. I was satisfied with the majority of the responses but had some concerns with the responses for item three (permitted capacity) and item thirteen (hydrogeologic investigation) so I brought these items to our engineering forum for discussion. We decided that the response provided for permitted capacity was satisfactory and I will move forward using the proposed 29,106,451 cubic yards as the permitted capacity for industrial waste. However the MPCA still has concerns about placing a permit on public notice without a required hydrogeologic investigation for the expansion area.
I can continue working on a draft permit for your review while SKB and Stantec continue working to complete the hydrogeologic investigation. I anticipate having a preliminary draft of the permit ready in 3 to 4 weeks. At the point I can provide it for SKB's preliminary review and we can have a discussion on where the investigation is and on possible paths moving forward.
I will reach out to you if I have any questions while I'm drafting the permit and feel free to contact me if you have any additional concerns.

Thanks,

Dan Aamodt

Engineer, Solid Waste Permitting Unit
Resource Management & Assistance Division
Minnesota Pollution Control Agency
520 Lafayette Rd
St. Paul, MN 55155
651-757-2435
daniel.aamodt@state.mn.us

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From: Geoff Strack <Geoffrey.Strack@WasteConnections.com>
Sent: Wednesday, April 19, 2023 1:49 PM
To: Aamodt, Daniel (MPCA) <daniel.aamodt@state.mn.us>
Cc: Ryan O'Gara <Ryan.O'Gara@WasteConnections.com>; Shustarich, Thomas <thomas.shustarich@stantec.com>
Subject: RE: SKB Rosemount 2022 Major Modification Technical Adequacy Letter

Dan,

Checking back in on the status of your review and draft permit. There are a few neighbors that are interested in this expansion and in contrast to what you might be used to are interested in seeing this get done sooner than later. They are the ones pushing us for up-dates.

Thank you for sharing any information you can.

Geoffrey Strack
Region Engineer

From: Aamodt, Daniel (MPCA) <daniel.aamodt@state.mn.us>

Sent: Monday, March 27, 2023 2:08 PM

To: Geoff Strack <Geoffrey.Strack@WasteConnections.com>

Cc: Ryan O'Gara <Ryan.O'Gara@WasteConnections.com>; Shustarich, Thomas <thomas.shustarich@stantec.com>

Subject: RE: SKB Rosemount 2022 Major Modification Technical Adequacy Letter

Geoff,

I did received the response and attachments. I will reach out if I have any questions.

Thanks,

Dan Aamodt

Engineer, Solid Waste Permitting Unit
Resource Management & Assistance Division
Minnesota Pollution Control Agency
520 Lafayette Rd
St. Paul, MN 55155
651-757-2435

daniel.aamodt@state.mn.us

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From: Geoff Strack <Geoffrey.Strack@WasteConnections.com>

Sent: Monday, March 27, 2023 1:40 PM

To: Aamodt, Daniel (MPCA) <daniel.aamodt@state.mn.us>

Cc: Ryan O'Gara <Ryan.O'Gara@WasteConnections.com>; Shustarich, Thomas <thomas.shustarich@stantec.com>

Subject: RE: SKB Rosemount 2022 Major Modification Technical Adequacy Letter

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Dan,

Just confirming your receipt of the response and attachments. We look forward to reviewing a draft permit.

Thanks.

Geoffrey Strack
Region Engineer

From: Geoff Strack

Sent: Tuesday, March 21, 2023 2:48 PM

To: Aamodt, Daniel (MPCA) <daniel.aamodt@state.mn.us>

Cc: Ryan O'Gara <Ryan.O'Gara@WasteConnections.com>; Shustarich, Thomas <thomas.shustarich@stantec.com>

Subject: RE: SKB Rosemount 2022 Major Modification Technical Adequacy Letter

Dan,

Attached is a copy of our response letter along with:

- Checklists (previously e-mailed)
- Phasing Drawing showing Cell 7 Partially Filled – Used For Permitted Capacity
- Compost Drawing (previously e-mailed)
- Up-Dated Contingency Action Plan
- Current Financial Assurance Bonds

Please let us know if you have any further questions.

Geoffrey Strack

Region Engineer

From: Aamodt, Daniel (MPCA) <daniel.aamodt@state.mn.us>

Sent: Wednesday, February 1, 2023 6:20 PM

To: Geoff Strack <Geoffrey.Strack@WasteConnections.com>

Cc: Ryan O'Gara <Ryan.O'Gara@WasteConnections.com>; Shustarich, Thomas <thomas.shustarich@stantec.com>

Subject: SKB Rosemount 2022 Major Modification Technical Adequacy Letter

Geoff,

I have completed my review of the Major Modification Application for SKB Rosemount, please see the attached comment letter. I know we are still waiting on the results of the hydrogeologic investigation for the expansion area and we will need that in order to prepare a draft permit. We also will eventually need an updated sampling and analysis plan but it may be possible to make that a submittal item in the permit itself so it could potentially be submitted at a later date. I will have to discuss it more with our hydrogeologists.

Please reach out to me if you have any questions or if you would like to go over any of my comments in more detail.

Regards,

Dan Aamodt

Engineer, Solid Waste Permitting Unit

Resource Management & Assistance Division

Minnesota Pollution Control Agency

520 Lafayette Rd

St. Paul, MN 55155

651-757-2435

daniel.aamodt@state.mn.us

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INTERIM USE PERMIT AGREEMENT

REISSUANCE to SKB, INC.

MINNESOTA INDUSTRIAL CONTAINMENT FACILITY

THIS AGREEMENT, is made this 5th day of November, 2018 by and between SKB Environmental Inc. (hereinafter "SKB") and the City of Rosemount, a Minnesota municipal corporation (hereinafter the "City").

1. Interim Use Permit. SKB assumed the obligations of an Interim Use Permit (IUP) originally granted by the City on March 19, 1992 (Resolution 2000-29) for the construction, operation, and maintenance of the Minnesota Industrial Containment Facility (MICF). The execution of this Agreement by the parties shall constitute approval and reissuance of the IUP by the City subject to the provision of this Agreement. This Agreement constitutes the reissued IUP, as amended. Compliance with Minnesota Pollution Control Agency Permit No. SW-383, dated March 2013 (MPCA Permit) as renewed and amended, and Dakota County Solid Waste License associated with SW-383 (DC License) as renewed and amended, which are incorporated herein by reference, and conformance with the application of SKB to the City as amended by the plan for finished design approved by the MPCA and Dakota County, are conditions of the IUP. This IUP is issued by the City in accordance with Ordinance B, City of Rosemount Zoning Ordinance, adopted September 19, 1996, as amended, including Section 11.3.

2. Term. The MICF Permit Renewal Application for Permit No. 383 Minnesota Industrial Containment Facility, prepared by Conestoga Rovers and Associates, dated April 2013, (the "MICF Permit Application") and revised plan sheets dated March, 2013 in response to the Planning Commission review, details the revised design, construction, operation, closure, corrective actions, and revisions thereto, and financial assurances for a six cell non-hazardous industrial waste containment and construction and demolition facility, with an anticipated operating life of forty (40) years. Construction, operation, and closure of the individual cells will be phased throughout the operating life of the facility. Consistent with the term of MPCA Permit and the provisions of Ordinance B, this IUP is valid for five years from the effective date of this agreement, or until terminated or amended by the City. Prior to expiration of the IUP, or to apply for an amended IUP, SKB shall request that the City review and reissue the IUP. To avoid

possible termination of the IUP at the time the IUP expires, an application for reissuance of the permit must be submitted no later than 180 calendar days before the expiration date of the permit. The reissuance of the IUP may, at the option of the City, be approved without modification to this Agreement, or the City may require SKB to modify this Agreement.

3. MICF Description. MICF is located on property legally described on attached Exhibit A. The 236-acre site is located between TH55 and 140th Street East, lying easterly of the Chicago and Northwestern Railroad. The location of MICF is illustrated on attached Exhibit B.

MICF consists of six (6) containment cells, each occupying a surface area and waste volume capacity as follows:

- (a) Cell 1 contains 5.1 acres and 341,454 cubic yards;
- (b) Cell 2 contains 17.1 acres and 1,458,507 cubic yards;
- (c) Cell 3 contains 39.4 acres and 10,592,188 cubic yards; and
- (d) Cell 3M contains 158,300 cubic yards; and
- (e) Cell 4 contains 12.5 acres and 2,648,950 cubic yards; and
- (f) Cell 5 contains 41.2 acres and 7,490,591 cubic yards; and
- (g) Cell 6 contains 51.8 acres and 12,659,927 cubic yards.

The anticipated operating life of MICF is (40) years based on a total capacity of 35,191,617 cubic yards. The facility also consists of an office/laboratory building, a container management building, rail and truck unloading facilities, leachate storage tanks, metals recycling facility and on-site stormwater retention areas. The general site plan is illustrated on attached Exhibit C.

This Agreement allows for the construction and maintenance of all the roadways, railways, buildings, leachate storage tanks, stormwater retention structures, sanitary sewer, berming, landscaping, and other ancillary components of MICF. Such construction and maintenance is subject to the provisions of this Agreement, compliance with City ordinances and issuance of necessary permits. Subject to the provisions of Section 14, this Agreement also allows for the construction, operation, closure and post-closure care of cells 1, 2, 3, 4, 5, and 6 and all related earth work and excavation, subject to the provisions of this Agreement, compliance with City ordinances and issuance of necessary permits. Wetland mitigation for filling 9.19 acres of wetlands has been accomplished through the purchase of 18.28 acres of wetland credit in accordance with the Wetland Conservation Act and the Rosemount Wetland Management Plan.

4. Environmental Assessment Worksheet (EAW). The City, as the Responsible Unit of Government (RGU), conducted an EAW in accordance with State Rules for the proposed landfill expansion to create Cell 6. On November 19, 2013, the City Council found that the proposed expansion does not have the potential for significant environmental effects and issued a negative declaration of need for an Environmental Impact Statement (EIS).

5. Design Plans and Specifications. SKB shall construct MICF in accordance with plans, specifications and procedures approved by the Minnesota Pollution Control Agency (MPCA), Dakota County (DC) and the City. Landscaping shall be completed in accordance with the plan for finished design approved by the MPCA, DC and the City. Any exceptions to the approved plans and specifications made during construction shall be listed in the Construction Certification provided pursuant to Section 9. SKB shall not make any alteration or addition to MICF that would materially alter the method or effect of disposal without first obtaining the written approval of the City Administrator.

6. Tree Replacement. SKB has provided a landscape and tree replacement plan that meets the Ordinance requirement of 769 replacement trees. The landscaping and tree replacement plans approved are intended to serve as a guideline and not the exact location of all the replacement trees. The city recognizes that this plan may represent an instance where the total amount of tree replacement required cannot occur on site. In this instance, the city may, at its option, accept a fee in lieu of tree placement or allow the planting of replacement trees in public areas. Tree replacement is encouraged to happen on site as much as possible and replacement in public areas will be considered after the site has been revegetated to a reasonable extent. A revised tree replacement plan which includes some tree installation off-site must be approved by the City Council. Until approval of the revised plan the currently approved tree replacement plan of 2008 is in effect.

7. Quality Assurance/Quality Control. SKB shall construct, operate, and monitor MICF in accordance with the quality assurance/quality control plan(s) approved by MPCA. Any modifications to the quality assurance/quality control plan(s) require the written approval of the City Administrator.

8. Additional Construction Permits. SKB shall obtain all required construction permits, such as grading, excavation, building, plumbing, heating, electrical, and occupancy permits, in accordance with the adopted standards, procedures, and requirements of the City. All

construction permits for improvements identified in Section 3 and authorized by Issuance of the IUP are administratively issued and administered.

9. Construction Inspection. SKB shall instruct its contractors and subcontractors to contact the City at least two (2) working days in advance of routine inspections (building, plumbing, electrical, etc.) required by the City. SKB shall contact the City at least ten (10) working days in advance of the commencement of construction of liner installations, leachate collection systems, and final cell cover. During hours of construction, SKB shall grant the City and its agent, upon presentation of proper credentials, access to MICF for the purpose of inspections and enforcement related to construction.

10. Sanitary Sewer Connection. MICF shall remain connected to the MCES Interceptor. SKB will be responsible for all costs resulting from the sewer connection including, but not limited to, the City's engineering, construction, permitting, easement, and legal costs.

11. Construction Certification. Within thirty (30) days of construction completion, SKB shall submit to the City a copy of the construction certification as required by MPCA.

12. Soil Protective Cover. The City acknowledges the ongoing nature of soil cover placement and will not require notice for inspections. The City and its agents may make random inspections throughout the life of MICF.

13. Operations and Maintenance. SKB shall operate and maintain MICF in accordance with the "Operational Plans" (Tab 4, 2013 MICF Permit Application), MPCA Permit, and DC License. No amendments may be made to the "Operational Plans" without the written approval of the City Administrator.

14. Waste Acceptance. SKB shall accept reject, and manage wastes according to the approved "Waste Acceptance Plan" (Tab 3, 2013 MICF Permit Application). SKB shall not dispose of any wastes identified as unacceptable wastes in the "Waste Acceptance Plan", City Zoning Ordinance, DC License or MPCA Permit. No amendments may be made to the "Waste Acceptance Plan" without the written approval of the City Administrator.

A. Disposal of Ash/Conditions. Despite the provision of Section 12 above, SKB may dispose of ash at MICF, but only pursuant to the following conditions:

- 1) SKB shall not use ash as cover over waste when fill heights exceed the height of the perimeter berm at the MICF.

- 2) During transport of all ash to the MICF, trucks carrying ash must be covered with tarpaulins adequate to limit dusting.
- 3) SKB shall take adequate steps to prevent dust migration from ash disposal at the MICF. SKB may utilize, but is not limited to, one or more of the following methods for dust control: a) conditioning the ash by addition of moisture; b) handling ash when wind conditions are calm; c) immediately covering ash with cover materials. All methods utilized must be in conformance with all other provisions of the permit.
- 4) Ash disposal at MICF must not result in leachate discharges to the Empire Waste Water Treatment Plant (WWTP) that fail to comply with Industrial Discharge Permit requirements of the MWCC.
- 5) SKB shall submit with its annual report a summary of the quantity (in tons and cubic yards), type and source of ash deposited into MICF and shall provide an evaluation of the effects of ash on the chemical composition of leachate discharged from the MICF to the Rosemount WWTP.
- 6) Any ash disposal that requires an Environmental Assessment Worksheet (EAW) and/or an Environmental Impact Statement (EIS) shall not be permitted under this permit without first securing approval by the City Council following completion of the environmental review process.

B. Composting Operation. Composting shall be subject to the following:

- 1) Petroleum Contaminated Soil shall not be used in the composting operation.
- 2) Sewage Sludge used in the composting shall not exceed the Minnesota Pollution Control Agency and Environmental Protection Agency Region 5 Residential Soil Reference Values (SRVs) for perfluorocarbons (PFCs).
- 3) The composting operation will not be included in any subsequent IUP renewal if SKB fails to establish said operation by the expiration date of the current 2018 agreement.

C. The Industrial Waste deposited in the saddle area of Cell 3F/5D shall not exceed the contamination limits set in the Dakota County Solid Waste Ordinance Variance.

15. Recycling/ Transfer Facility. SKB shall operate and maintain the Recycling/Transfer Facility in accordance with Section 14, Tab 4, 2013 MICF Permit

Application, subject to the following conditions:

- A. Any MSW brought to the recycling and transfer facility shall be stored indoors during the entire time that it is on site.
- B. Prior to acceptance of any compostable materials a vermin control plan for the recycling and transfer facility shall be prepared and approved by City staff that may include the plan being prepared by a pest and vermin control professional and periodic inspections of the facility by a pest or vermin control professional. The Plan may be amended from time to time subject to approval by the City Staff.
- C. The recycling and transfer facility shall be constructed of a minimum of 40% masonry for each side of the facility.
- D. The transfer facility will not be included in any subsequent IUP renewal if SKB fails to establish said facility and use by the expiration date of the current 2018 agreement.

16. Wetland Mitigation. Wetland mitigation shall comply with the conditions and standards Minnesota Wetland Conservation Act Notice of Wetland Conservation Act Decision/Findings and Conclusions dated November 19, 2013.

17. Construction Plans. The construction plans shall be modified as directed in the Assistant City Engineer's Memoranda dated November 12, 2013 and October 23, 2018. SKB shall update its storm water management plan and storm water modeling to incorporate the requirements from the WSB the Technical Memorandum dated May 19, 2016 concerning the use of Atlas 14 precipitation data for storm water modeling

18. 140th Right of Way. In recognition of the 2013 expansion, SKB will dedicate to the City a 50' easement from the existing centerline of 140th for public road and utility purposes. Stormwater Basins 6A, 6B, 6C and associated grading shall be removed from within 50 feet of the 140th Street East centerline in conjunction with the updated storm water modeling. All development stormwater will be brought into compliance with existing regulations and addressed on site or the applicant shall pay the fee at the time of construction of off-site ponding. As an alternative, SKB may direct storm water that would have otherwise been accommodated within these basins to the adjacent property east of the landfill provided it does not require a substantial change to the approved PUD and grading plans on the adjacent site.

19. Personnel Training. All SKB personnel involved in the operations and maintenance of MICF shall be trained, qualified, and certified as identified in the "Operational Plans".

20. Incident Reporting. For any incident during operations at MICF resulting in emergency shutdown, release, explosion or fire, SKB shall notify the City's Police Department by telephone within two (2) hours of the detection of the incident; emergencies shall require immediate notification. SKB shall promptly furnish the City with written reports of the incident, as specified in the plans.

21. General inspections, Records, Reporting, Enforcement. SKB shall, during normal operating hours, grant the City and its agents, upon presentation of proper credentials, access to MICF for the purpose of inspections and enforcement of this agreement. Except for information deemed privileged in accordance with state law, SKB shall allow the City to inspect written documentation pertaining to compliance by SKB with the terms of this IUP. Records pertaining to compliance at MICF shall include but are not limited to, operating records as described in the "Operational Plans", the "Corrective Action Plan", and MPCA Permit; inspection records; monitoring, investigation and modeling data; personnel training records, reports and plans required by regulatory agencies; correspondence with regulatory agencies; and records and correspondence regarding waste characterization, evaluation, management, inspection and acceptance/rejection. All information obtained during the course of inspections shall be used solely by the City or its agents for matters pertaining to this IUP.

SKB shall simultaneously submit to the City an electronic copy of annual reports required to be submitted to the MPCA, Dakota County, and any other governmental regulatory agencies, unless such submission is waived in writing by the City Administrator.

22. Contingency Actions. SKB shall implement contingency and/or corrective actions as specified in the permit application and MPCA Permit and DC License. SKB shall furnish the City with a copy of the remedial measures report or remedial measures plan, according to the timetable specified in MPCA Permit. No amendments may be made to the Corrective Action Plan" or the "Postclosure Contingency Action Plan" without the written approval of the City Administrator.

23. Monitoring/Reporting. SKB shall monitor MICF in accordance with MPCA Permit. Nothing shall be construed to prevent SKB from exceeding MPCA Permit requirements.

24. Closure. SKB shall close MICF in accordance with the Requirements of MPCA Permit. SKB shall notify the City at least ten (10) working days prior to the date closure activities for each cell are scheduled to begin. SKB shall notify the City at least ninety (90) days prior to the

date final closure activities for MICF are scheduled to begin. Upon completion of closure of a cell or MICF, SKB shall notify the City to provide the opportunity for a final inspection. A copy of the closure certification and supporting documentation that is required by MPCA Permit shall be submitted to the City upon submittal to the MPCA. No amendment may be made to the "Closure Plan" (Tab 5, 2013 MICF Permit Application), as amended by Exhibit E of this Agreement, without the written approval of the City Administrator.

25. Postclosure. SKB shall provide postclosure care of MICF in accordance with the requirements of MPCA Permit. No amendments may be made to the "Postclosure Plan" (Tab 5, 2013 MICF Permit Application) without the written approval of the City Administrator.

26. Financial Assurances. SKB shall comply with the financial assurance requirements of the MPCA and DC. No reduction in the financial assurance requirements may be made without the written approval of the City Administrator.

27. Development Commitment. The provisions of the Development Commitment, approved by the City Council on November 19, 2013 are incorporated by reference as conditions of the IUP and attached as Exhibit D.

The provisions of this Section and Section 11 of Exhibit D shall survive the termination of the Agreement and shall remain in effect for one year following closure of the MICF.

Notwithstanding any provision of Section 2 of this Agreement, the City will not require any amendment of the Development Commitment for 15 years from the date of this Agreement, unless there are material differences in the operation at the landfill that negatively affects the municipal revenues as contemplated in this agreement.

28. Responsibility for Costs. SKB and the City agree to fund the out-of-pocket expenses incurred by the City in the review and issuance of the reissued IUP, according to the provisions of the Development Commitment. Costs incurred by the City for ongoing monitoring of the operation of MICF and administration of the IUP shall be paid by the City. Notwithstanding any provision of Section 2 of this Agreement, the City will not require any amendment of the Development Commitment for 15 years from the date of this Agreement, , unless there are material differences in the operation at the landfill that negatively affects the municipal revenues as contemplated in this agreement.

29. Hours of Operation and Traffic Control. MICF operations are restricted to the hours of 6: 00 a. m. to 8: 00 p. m., Monday through Saturday. The hours of operation may be

amended to accommodate special projects by the City Council. The City Council may impose traffic circulation and routing requirements on the operation of MICF at any time it deems such requirements necessary or convenient in the public interest. Such requirements, which may include restricting trucks entering or leaving MICF to right-in and right-out turning movements to and from CR 42 and TH 55, shall be given in writing and shall specify the days, times or circumstances during which such requirements apply.

A. SKB shall submit route maps of truck circulation within the facility and off-site, with the potential to require further information concerning traffic counts and updated route maps when deemed necessary by the City.

30. Indemnification. SKB shall defend, indemnify and save the City, its officers, and employees harmless from and against any and all claims, suits, demands, actions, fines, damages and liabilities, and all costs and expenses related thereto (including, without limitation, reasonable attorneys' fees) arising out of or in any way related to MICF.

The provisions of the Section shall survive the termination of this Agreement and shall remain in effect until final resolution of any and all of the various claims and actions made as defined in this Section.

31. Other Laws and regulations. SKB agrees to comply with all other laws, regulation, permits, or licenses that apply to MICF.

32. Severability. If any provision of this Agreement is found to be invalid, such finding shall have no effect on the validity of the remainder of this Agreement.

33. Notice of Violation. Notice of violation of any provision of the IUP shall be given to SKB by the City in writing. Such written notice shall specify the violation and request that the violation be corrected. SKB shall have ten (10) days after receipt of notice to correct the violation. Upon evidence that the health, safety, and welfare of the public is not in jeopardy and upon evidence of diligent cooperation by SKB to correct the violation, the City Administrator may agree in writing to extend the ten-day period.

34. Termination. This IUP shall terminate on the happening of any of the following events, whichever first occurs:

- (1) Five (5) years effective date of this agreement;
- (2) Upon change in the City's zoning regulation that renders the use nonconforming;
- (3) By the City Council (Council) for violation of any provisions of the IUP, in

accordance with the following procedures: Termination shall not occur earlier than ten (10) working days from the time the written notice of termination is served on SKB or, if a hearing is requested, until written notice of the Council action has been served on SKB. Notice to SKB shall be served personally or by registered or certified mail at the address designated in the IUP. Such written notice of termination, the nature of the violation or violations constituting the basis for the termination, the facts that support the conclusion that a violation or violations has occurred and a statement that if SKB desires to appeal, it must within ten (10) working days, exclusive of the day of service, file a request for a hearing. The hearing request shall be in writing stating the grounds for appeal and be served personally or by registered or certified mail on the City by midnight of the tenth (10th) working day following service. Following receipt of a request for a hearing, the City shall set a time and a place for the hearing.

HEARINGS:

A. If SKB properly requests a hearing on termination of the IUP, such hearing shall be held before the Council, or a hearing examiner as provided below, and shall be open to the public.

B. Unless an extension of time is requested by SKB in writing directed to the City and is granted, the hearing will be held no later than forty-five (45) calendar days after the date of service of request for a hearing, exclusive of the date of such service. In any event, such hearing shall be held no later than sixty (60) calendar days after the date of service of request for a hearing, exclusive of the date of such service.

C. The city shall mail notice of the hearing to SKB at least fifteen (15) working days prior to the hearing. Such notice shall include a statement of time, place, and nature of hearing.

D. Hearing Examiner. The Council may by resolution appoint an individual, to be known as the hearing examiner, to conduct the hearing and to make findings of fact, conclusions, and recommendations to the Council. The hearing examiner shall submit the findings of fact, conclusions and recommendations to the Council in written report, and the Council may adopt, modify, or reject the report.

E. Conduct of the Hearing. SKB may be represented by counsel. The City, SKB, and additional parties, as determined by the Council or hearing examiner, in that order, shall

present evidence. All testimony shall be sworn under oath. All parties shall have full opportunity to respond to and present evidence, cross examine witnesses, and present argument. The Council or hearing examiner may also examine witnesses.

F. The City shall have the burden of proving its position by a preponderance of the evidence, unless a different burden is provided by substantive law, and all findings of fact, conclusions, and decisions by the Council shall be based on evidence presented and matters officially noticed.

G. All evidence that possesses probative value, including hearsay, may be admitted if it is the type people are accustomed to rely on in the conduct of their serious affairs. Evidence that is incompetent, irrelevant, immaterial, or unduly repetitious may be excluded. The hearing shall be confined to matters raised in the City's written notice of termination or in SKB's written request for a hearing.

H. At the request of the City, SKB, or the hearing examiner, a pre-hearing conference shall be conducted by the hearing examiner, if the Council has chosen to use one, or by a designated representative of the Council. The pre-hearing conference shall be held no later than five (5) working days before the hearing. The purpose of the pre-hearing conference is to:

- (1) Clarify the issues to be determined at the hearing.
- (2) Provide an opportunity for discovery of all relevant documentary, photographic, or other demonstrative evidence in the possession of each party. The hearing examiner or City's representative may require each party to supply a reasonable number of copies of relevant evidence capable of reproduction.
- (3) Provide an opportunity for discovery of the full name and address of all witnesses who will be called at the hearing and a brief description of the facts and opinions to which each is expected to testify. If the names and addresses are not known, the party shall describe them thoroughly by job duties and involvement with the facts at issue.

I. If a pre-hearing conference is held, evidence not divulged as provided above may be excluded at the hearing.

J. If SKB fails to appear at the hearing, it shall forfeit any right to a hearing before the

Council or hearing examiner.

35. Amendments. Any changes in the provisions of this Agreement requested by SKB require the express written consent of the City. The City may at its option impose additional requirements for the IUP when changes or amendments in waste management rules, laws, or technology are in the best interest of public health, safety, and welfare, or if there are changes in the MPCA Permit or DC License. The procedure to amend the IUP shall be the same as the procedure required to issue the IUP.

36. Enforcement. SKB shall reimburse the City for its reasonable costs (including without limitation engineering and legal fees) incurred in the enforcement of the IUP, that results in a City Council decision to terminate the IUP. Payment of these costs will be in addition to the City Service Charge, provided for in the Development Commitment.

37. Interpretation. In any challenge of the provisions of this Agreement, the interpretation of the provisions shall be liberally construed to protect the public health, safety, and welfare.

38. Assignment. The IUP is not assignable or transferable without the express written consent of the City. In the event an assignment of the IUP is proposed, the City may at its option impose additional requirements to this Agreement or may require a new agreement.

39. Notice. Notices given pursuant to this Agreement shall be personally delivered or sent by certified mail to City of Rosemount, 2875 145th St. W., Rosemount, Minnesota 55068-0510 and to SKB, Inc., 13425 Courthouse Boulevard, Rosemount, Minnesota 55068. All notices shall be effective upon receipt.

40. Recording. This Agreement shall run with the subject land and may be recorded in the Dakota County Recorder's Office.

SKB ENVIRONMENTAL, INC.

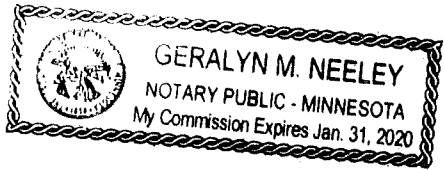
By: Dave Wiggins
Its: Division Vice President

Andby: [Signature]
Its: Division Controller

COUNTY OF Ramsey)

by Dave Wiggins and Mark Thommes, the DVP and Division Controller respectively, of SKB Environmental, Inc., a Minnesota corporation, on behalf of the corporation.

Notary Public



By:

Its: Mayor

And by:

Its: Clerk

COUNTY OF DAKOTA)

by William Droste and Erin Fasbender, the Mayor and Clerk, respectively, of the City of Rosemount, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public



City Council Regular Meeting: October 17, 2023

AGENDA ITEM:	PD PW Campus Update and Change Order Package #1	AGENDA SECTION:	NEW BUSINESS
PREPARED BY:	Logan Martin, City Administrator Mikael Dahlstrom, Police Chief Nick Egger, Public Works Director	AGENDA NO.	9.a.
ATTACHMENTS:	Rosemount PDPW October 23 Update, Rosemount Overall Budget 10.12.23, Change Order Summary Log, Change Order detail 10-1-23	APPROVED BY:	LJM
RECOMMENDED ACTION: Motion to authorize Change Order Package #1 for the Police and Public Works Campus project through October 2023.			

BACKGROUND

The construction of the new Police and Public Works Campus has been progressing rapidly since July, and the project remains on track and within budget. Staff meets weekly with the construction team on-site to receive detailed project updates and to provide input on a myriad of items that arise during construction. In order to keep the City Council and community updated on the project, staff will provide a monthly report to the City Council. This will also provide staff an opportunity to update the City Council on any change orders that occurred on the project, and Council authorization of change orders will be requested during this action.

As a reminder, the City Administrator is authorized to execute change orders up to \$50,000. Due to the rapid nature of this project, staff is requesting City Council support to authorize change orders above \$50,000 if time is of the essence and if the project contingency budget is adequately funded. Staff will still bring a monthly report of all change orders to the Council, and will request formal authorization at that time.

Change orders authorized or pending from construction start to present are attached. All changes are below the \$50,000 threshold but for the following:

- Structural Steel Clarifications - \$248,779.18
 - Required structural steel additions to update the structure from Bid Package #1 to Bid Package #2. This change was always anticipated as the full structural design wasn't known prior to Bid Package #1.
- Verkada Camera / Door System Change - \$100,000
 - Owner requested change to provide significant functionality / security improvements to the previously selected camera / door access system. This system will better align with the overall system utilized at City facilities.

- Tekton High Density Storage = \$95,020.79
 - Provides critical storage system in the Police Evidence Area. This item was previously removed from the design to reduce the project's budget, however it is strongly desired and positive bids in other areas allow for this re-addition to the project.

Kraus Anderson has indicated that the initial phases of construction (steel, soil corrections, concrete / masonry) typically contain the largest cost change orders. The contingency budget for the project is still well funded, with 3.9% (1,772,019) in construction contingency remaining.

Attached for review is a project update infographic, the current project budget report, and the detailed change order listing.

RECOMMENDATION

Staff recommends the City Council authorize Change Order Package #1 and direct staff to provide monthly updates to the Council on the PD PW Campus project budget and change order status.

PROJECT UPDATE

October, 2023



SCHEDULE

SUMMARY:

The project is currently tracking on schedule for a end of 2024 completion.

RECENT ACCOMPLISHMENTS:

- Site grading and utilities are completed for this year.
- All foundation for the main building are completed.
- Masonry wall installation continues.
- Precast wall panel and plank installation continues.
- Structural Steel and roof joist and decking has started in PD.

UPCOMING THE NEXT COUPLE MONTHS:

- Precast installation completion in the next month.
- Structural Steel, Roof Joist and Decking continues in PD and starts in PW in November.
- Exterior Wall framing begin end October.
- Roofing on the PD begins October/November.

POTENTIAL CHALLENGES:

- Early cold weather / winter

Budget

SUMMARY:

The project is currently tracking within the \$58.2Million total project budget. See attached detail overall budget sheet.

CONSTRUCTION:

- Change Orders Executed: \$383,769
- Pending Change Orders: \$264,498
- Remaining Construction Contingency: \$1,772,019 (approx 3.9%)

Contracts yet to procure but included in the budget:

- Landscaping (Bidding 10/18)
- Commissioning
- Furniture, Fixtures & Equipment



Scan for Photos and Site Updates

Rosemount Police and Public Works Campus
City of Rosemount



Rosemount PW & PD		
Description	Construction Update 10/12/23	
PROJECT REVENUE / FUNDING		
Bond Referendum	\$58,168,898.00	Council Approved Budget May 2023
TOTAL PROJECT REVENUE	\$58,168,898.00	
Construction Duration (months)	17	
PROJECT AREA BREAKDOWN		
New Construction GSF - PW	111,383	Public Works (varies depending on how the main lobby is split)
New Construction GSF - PD	48,718	Police Department (varies depending on how the main lobby is split)
Total GSF	160,101	
Site Area (Acres)	20	
CONSTRUCTION COSTS		
New Construction - BP1	\$14,755,715.00	
New Construction - BP2	\$30,650,000.00	Includes Landscape budget that is being rebid
Total Bid Day	\$45,405,715.00	
Construction Contingency		
Remaining Contingency	\$1,772,019	3.90%
Pending Change Orders	\$264,498.00	
Executed Change Orders	\$383,769.00	
Construction Management		
General Conditions	\$680,000	
Pre-Construction Services	\$28,000	
Site Services & Reimbursable	\$1,047,701	
CONSTRUCTION COSTS SUB TOTAL	\$49,581,702	
SOFT COSTS		
Design, Fees and Reimbursable	\$3,750,882.00	
Permits, Plan Reviews & Fees	\$473,799.22	
Utilities - Connections	\$102,505	
Pre-Construction Surveys & Studies	\$47,000	
Testing, Inspections & Commissioning	\$414,066	
Bidding, Legal, Finance, Insurance & Misc.	\$156,500	
Owner Purchase Orders (Moving, Storage etc)	\$75,000	
Soft Cost Contingency	\$250,988	5%
FF&E Expenses		
Furniture Allowance/Costs	\$640,000	
Specialty Equipment (PD)	\$400,000	See PD Equipment List
Equipment Allowance (PW)	\$750,000	See PW Equipment List
Technology Allowance	\$1,280,000	
FFE Contingency	\$153,500	5%
SOFT COSTS SUB-TOTAL	\$8,494,239.88	
TOTAL PROJECT COSTS	\$58,075,941.63	Constr. Cost + Soft Costs
VARIANCE (OVER) / UNDER	\$92,956.37	Total Project Revenue / Total Project Costs



PM Pending Change Order Summary

PCO #	Description	Date Requested	Sent To Sub	Pricing to Owner	Pending Amount	Pending Status
Project : 2310088-02 Rosemount Police and Public Works				PM: Ken Francois		
1	BKV ASI 001: Structural Clarifications BP1	5/15/2023	6/2/2023		\$248,779.18	Fully Approved
2	BKV PR 001: Adhered EPDM Roofing in Lieu of Ballasted	5/26/2023	6/2/2023		\$0.00	Final
3	Conformed Set of Plans-Specs	5/19/2023	6/6/2023		\$0.00	Pending
4	RFI 31: West Perimeter Tree and Silt Fence Conflicts	6/13/2023	6/15/2023		\$10,500.00	Fully Approved
5	Belair: Public Works Soil Correction	6/22/2023	6/22/2023		\$27,876.45	Fully Approved
6	BKV PR 004: Precast Screen Wall Location	7/14/2023	7/18/2023		\$30,757.80	Fully Approved
7	BKV ASI 003: Civil Clarifications	7/14/2023	7/18/2023		\$5,306.38	Fully Approved
8	BKV ASI 005: Under Slab Insulation	7/24/2023	7/26/2023		\$23,831.00	Fully Approved
9	BKV PR 005: Interior Doors	7/24/2023	7/26/2023		-\$15,000.00	Pending
10	Thelen: Temp Gas Piping	8/2/2023	8/2/2023		\$0.00	Final
11	BKV ASI 004: Structural Items	7/28/2023	8/9/2023		\$36,718.00	Fully Approved
12	BKV ASI 002: DOLI Response	8/29/2023	9/1/2023		\$31,883.98	Pending
13	BKV ASI 006: Structural Clarifications	9/7/2023	9/15/2023		\$7,554.00	Pending
14	TN PR 006: Change Door Access-Camera Systems to Verkada	9/14/2023	9/15/2023		\$100,000.00	Pending
15	Change PD Breakroom 1012 Floor Finish from Icon-1 to RF-1	9/26/2023	9/26/2023		\$5,302.00	Pending
16	Tekton: High Density Storage System	9/27/2023	9/27/2023		\$95,020.79	Pending
17	BKV PR 002: Misc. Circuiting Revisions	9/26/2023	9/28/2023		\$10,000.00	Pending
18	BKV PR 009: Masonry Pier	10/2/2023	10/5/2023		\$28,712.00	Pending
19	BKV PR 010: Revisions to Roofing Details	10/6/2023	10/12/2023		-\$5,000.00	Pending
20	Twin City Hardware: Submittal Approval Changes	10/12/2023	10/12/2023		\$6,025.00	Pending

Executed Change Orders Total: \$383,768.81

Pending Change Orders Total: \$264,497.77

Detailed Narrative of Approved COs through 10/1/2023

PCO #1: ASI 1 Structural Changes from BP 1 to BP2: See COR 4 for all contractor pricing and back up.

- Civil plan changes to bike rack locations and storm sewer structures.
- Changes to washout and material bin foundations.
- Revisions to monument sign sections.
- Added and beef-up roof joists for final roof top equipment weights.
- Added steel at perimeter of clear stories.
- Revisions to beam and column sizes for final building loads including overhead crane loads.

PCO:	1 BKV ASI 001: Structural Clarifications BP1	06/02/23	\$248,779.18
	1 Concrete per BKV ASI 001.	Hollenback & Nelson, Inc.	\$31,754.00
	2 No cost change per BKV ASI 001.	Molin Concrete Products Company, Inc.	
	3 Structural steel-material per BKV ASI 001.	Construction Systems, Inc.	\$201,056.00
	4 Steel erection per BKV ASI 001.	Patriot Erectors, Inc.	\$16,051.20
	5 Earthwork per BKV ASI 001.	Belair Builders Inc.	(\$82.02)
	6 No cost change per BKV ASI 001.	McNamara Contracting, Inc.	

PCO 4: RFI 31 Additional brush clearing and tree trimming on the westside of the site perimeter and adjust SWPPP protection accordingly.

PCO:	4 RFI 31: West Perimeter Tree and Silt Fence Conflicts	06/15/23	\$10,500.00
	1 Earthwork per RFI #31.	Belair Builders Inc.	\$10,500.00

PCO 5: Soil correction of the PW vehicle garage to remove the remaining layer of silts. All other areas already had that layer removed per the Geotech report.

PCO:	5 Belair: Public Works Soil Correction	06/22/23	\$27,876.45
	1 Public works soil correction.	Belair Builders Inc.	\$27,876.45

PCO 6: PR#4: Move the PW precast screen wall east 6' to allow for a larger turn radius out of the PW garage adding pavement and additional curb and revised details to the east concrete retaining wall. See COR 3.

Item #	Description	Vendor	Amount
1	Concrete and masonry per BKV PR 004.	Hollenback & Nelson, Inc.	\$20,277.00
2	No cost change per BKV PR 004.	Molin Concrete Products Company, Inc.	\$0.00
3	No cost change per BKV PR 004.	Construction Systems, Inc.	\$0.00
4	No cost change per BKV PR 004.	Patriot Erectors, Inc.	\$0.00
5	No cost change per BKV PR 004.	Belair Builders Inc.	\$0.00
6	Asphalt paving per BKV PR 004.	McNamara Contracting, Inc.	\$10,480.80
7	No cost change per BKV PR 004.	Peterson Companies, Inc.	\$0.00
Total For Change Order			\$30,757.80

PCO 7: ASI 3 Civil Clarifications changes to utilities including adding a gate valve to the watermain and revisions to the storm sewer routing.

Item #	Description	Vendor	Amount
1	Earthwork per BKV ASI 003.	Belair Builders Inc.	\$5,306.38
Total For Change Order			\$5,306.38

PCO 8: ASI 5: Changed the strength of the under concrete slab insulation from 25psi to 40psi where infloor heat is located at heavy truck load areas.

Item #	Description	Vendor	Amount
1	Concrete & Masonry per BKV ASI 005.	Hollenback & Nelson, Inc.	\$23,831.00
Total For Change Order			\$23,831.00

PCO 11: ASI 4 Structural Items Added step footing in foundation walls and revised foundations of the PW screenwall 3' deeper to provide proper freeze protection of the foundations cover due to the shift closer to the stormwater pond.

Item #	Description	Vendor	Amount
1	No cost change per BKV ASI 004.	Belair Builders Inc.	\$0.00
2	Concrete and masonry per BKV ASI 004.	Hollenback & Nelson, Inc.	\$36,718.00
3	No cost change per BKV ASI 004.	Construction Systems, Inc.	\$0.00
4	No cost change per BKV ASI 004.	Patriot Erectors, Inc.	\$0.00
5	No cost change per BKV ASI 004.	Molin Concrete Products Company, Inc.	\$0.00
6	No cost change per BKV ASI 004.	Peterson Companies, Inc.	\$0.00
Total For Change Order			\$36,718.00

October 2023

Su	M	Tu	W	Th	F	Sa
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

Main Calendar

City Council Special Meeting

October 17, 2023, 4:00 PM - 6:00 PM

Discuss the future needs of the Fire Department

[More Details](#)

Port Authority Meeting

October 17, 2023, 6:00 PM - 7:00 PM

[More Details](#)

City Council Meeting

October 17, 2023, 7:00 PM - 8:00 PM

[More Details](#)

Utility Commission Meeting

October 23, 2023, 5:30 PM - 6:30 PM

[More Details](#)

Parks and Recreation Regular Meeting

October 23, 2023, 7:00 PM - 8:00 PM

[More Details](#)

Planning Commission Meeting

October 24, 2023, 6:30 PM - 7:30 PM

[More Details](#)

Youth Commission Meeting

October 25, 2023, 3:45 PM - 4:45 PM

[More Details](#)

Haunted Halloween Trail

October 28, 2023, 6:00 PM - 8:00 PM @ Central Park

[More Details](#)

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November

2023

Su	M	Tu	W	Th	F	Sa
29	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	1	2

Main Calendar

City Council Work Session Meeting - UPDATED DATE

November 6, 2023, 5:00 PM - 6:00 PM

[More Details](#)

City Council Meeting - UPDATED DATE

November 6, 2023, 7:00 PM - 8:00 PM

[More Details](#)

CITY OFFICE CLOSED - Veterans Day Observed

November 10, 2023, All Day

[More Details](#)

Environment and Sustainability Commission Meeting

November 14, 2023, 5:30 PM - 6:30 PM

[More Details](#)

Youth Commission Meeting

November 15, 2023, 3:45 PM - 4:45 PM

[More Details](#)

Port Authority Meeting

November 21, 2023, 6:00 PM - 7:00 PM

[More Details](#)

City Council Meeting

November 21, 2023, 7:00 PM - 8:00 PM

[More Details](#)

CITY HALL CLOSED - Thanksgiving

November 23, 2023 - November 24, 2023

[More Details](#)

Utility Commission Meeting

November 27, 2023, 5:30 PM - 6:30 PM

[More Details](#)

Parks and Recreation Regular Meeting

November 27, 2023, 7:00 PM - 8:00 PM

[More Details](#)

Planning Commission Meeting

November 28, 2023, 6:30 PM - 7:30 PM

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