AGENDA
City Council Regular Meeting
Thursday, December 21, 2023
7:00 PM
Council Chambers

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

3. PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS

a. Oath of Office

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 December 5, 2023 Regular Meeting Minutes

c. Minutes of the December 5, 2023 Work Session Proceedings

d. Approval of City Council Travel

e. 2024 Schedule of Rates and Fees

f. Sick Leave Policy and Earned Safe and Sick Time Policy

g. Authorize Initial Items for the 2024 SIP

h. Tree City USA Recertification

i. 2024-2033 Capital Improvement Plan

j. Public Purpose Expenditure Policy

k. UMore Study Area AUAR Update 2023

l. Request by US Home, LLC, for Approval of the Talamore 4th Addition Final Plat

m. Authorize 2024-2025 Union and Non-Union Benefits

n. Firefighter Relief Association Benefit Interest Rate

o. Recognizing New Firefighters Off Probation

7. PUBLIC HEARINGS

8. UNFINISHED BUSINESS

9. NEW BUSINESS

a. Request by CA Gear for approval of Rezoning, A Major Amendment to the Custom Apparel Planned Unit Development Agreement, and a Conditional Use Permit to construct a 7,400 square foot addition onto the existing sportswear manufacturing and athletic training facility.

b. Request by Jimnist, LLC., for Preliminary and Final Plat approval and PUD Final Site and Building Plan approval.

10. ANNOUNCEMENTS

a. City Staff Updates

b. Upcoming Community Calendar

11. ADJOURNMENT

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: December 21, 2023

AGENDA ITEM: Oath of Office	**AGENDA SECTION:** PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS
PREPARED BY: Erin Fasbender, City Clerk	**AGENDA NO.** 3.a.
ATTACHMENTS:	**APPROVED BY:** LJM
RECOMMENDED ACTION: None	

BACKGROUND

Based on the results of the November 7, 2023 special election, Tami Klimpel will be sworn into office as Councilmember. Her term will run through January 4, 2027.

RECOMMENDATION

None.

PACKET: 06863 12/07/2023 AP CHECK RUN
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-000480 FEDEX									
I	8-325-04145	FEDEX DELIVERY FEE	APBNK 12/07/2023		R	11/22/2023	23.11	23.11CR	
		G/L ACCOUNT		CK: 154124			23.11		
		101 41810-01-322.00 POSTAGE COSTS					23.11 FEDEX DELIVERY FEE		
			REG. CHECK			1	23.11	23.11CR	0.00
							23.11	0.00	
01-005066 MARCO TECHNOLOGIES LLC									
I	516270949	COPIER LEASE MX 5071	APBNK 12/07/2023		R	11/22/2023	244.23	244.23CR	
		G/L ACCOUNT		CK: 154125			244.23		
		101 41810-01-580.00 OTHER EQUIPMENT					244.23 COPIER LEASE MX 5071		
			REG. CHECK			1	244.23	244.23CR	0.00
							244.23	0.00	
01-190095 SAM'S CLUB									
I	10122071519	BREAKFAST W SANTA FOOD	APBNK 12/07/2023		R	11/29/2023	437.16	437.16CR	
		G/L ACCOUNT		CK: 154126			437.16		
		101 45100-93-219.00 OTHER OPERATING SUPPLIES					437.16 BREAKFAST W SANTA FOOD		
			REG. CHECK			1	437.16	437.16CR	0.00
							437.16	0.00	
01-003048 US BANK EQUIPMENT FINANCE									
I	516857026	COPIER LEASE C3500	APBNK 12/07/2023		R	12/01/2023	173.00	173.00CR	
		G/L ACCOUNT		CK: 154127			173.00		
		101 41810-01-580.00 OTHER EQUIPMENT					173.00 COPIER LEASE C3500		
			REG. CHECK			1	173.00	173.00CR	0.00
							173.00	0.00	

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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	877.50CR
	** TOTALS **	877.50CR

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

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS	4	877.50	877.50CR	0.00
		877.50	0.00	
EFT		0.00	0.00	0.00
		0.00	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS	4	877.50	877.50CR	0.00
		877.50	0.00	

ERRORS: 0 WARNINGS: 0

Jeah Malecha

12/14/2023

PACKET: 06870 12/14/2023 AP CHECK RUN
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-003317 3 GUYS SEWING									
I 10548		CHAPLAIN JACKETS ALTERED	APBNK 12/14/2023	R		11/17/2023	94.00	94.00CR	
		G/L ACCOUNT	CK: 154128				94.00		
		101 42110-01-217.00 CLOTHING ALLOWANCE - POLICE					94.00	CHAPLAIN JACKETS ALTERED	
			REG. CHECK				1 94.00	94.00CR	0.00
							94.00	0.00	
01-004186 ADVANCE AUTO PARTS									
C 1596-IC-379034		PARTS RETURN	APBNK 12/14/2023	R		11/15/2023	52.72CR	52.72	
		G/L ACCOUNT	CK: 154129				52.72CR		
		101 43100-01-221.00 EQUIPMENT PARTS					52.72CR	PARTS RETURN	
I 1596-ID-378632		ADDITIVES	APBNK 12/14/2023	R		11/06/2023	38.62	38.62CR	
		G/L ACCOUNT	CK: 154129				38.62		
		101 43100-01-213.00 LUBRICANTS & ADDITIVES					38.62	ADDITIVES	
I 1596-ID-378633		PARTS	APBNK 12/14/2023	R		11/06/2023	322.49	322.49CR	
		G/L ACCOUNT	CK: 154129				322.49		
		101 43100-01-221.00 EQUIPMENT PARTS					322.49	PARTS	
I 1596-ID-378634		PARTS	APBNK 12/14/2023	R		11/06/2023	148.17	148.17CR	
		G/L ACCOUNT	CK: 154129				148.17		
		101 43100-01-221.00 EQUIPMENT PARTS					148.17	PARTS	
I 1596-ID-378730		PARTS	APBNK 12/14/2023	R		11/08/2023	239.99	239.99CR	
		G/L ACCOUNT	CK: 154129				239.99		
		101 43100-01-221.00 EQUIPMENT PARTS					239.99	PARTS	
I 1596-ID-378734		ADDITIVES,SHOP SUPPLIES,PAR	APBNK 12/14/2023	R		11/08/2023	282.85	282.85CR	
		G/L ACCOUNT	CK: 154129				282.85		
		101 43100-01-213.00 LUBRICANTS & ADDITIVES					38.62	ADDITIVES,SHOP SUPPLIES,PARTS	
		101 43100-01-215.00 SHOP MATERIALS					52.78	ADDITIVES,SHOP SUPPLIES,PARTS	
		101 43100-01-221.00 EQUIPMENT PARTS					191.45	ADDITIVES,SHOP SUPPLIES,PARTS	
I 1596-ID-379008		PARTS	APBNK 12/14/2023	R		11/15/2023	58.08	58.08CR	
		G/L ACCOUNT	CK: 154129				58.08		
		101 43100-01-221.00 EQUIPMENT PARTS					58.08	PARTS	
I 1596-ID-379079		PARTS	APBNK 12/14/2023	R		11/16/2023	44.18	44.18CR	
		G/L ACCOUNT	CK: 154129				44.18		
		101 43100-01-221.00 EQUIPMENT PARTS					44.18	PARTS	
I 1596-ID-379104		PARTS AND RETURN	APBNK 12/14/2023	R		11/16/2023	21.24	21.24CR	
		G/L ACCOUNT	CK: 154129				21.24		
		101 43100-01-221.00 EQUIPMENT PARTS					21.24	PARTS AND RETURN	

PACKET: 06870 12/14/2023 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 1596-ID-379248		UTILITIES SMALL TOOL	APBNK	12/14/2023	R	11/20/2023	9.19	9.19CR	
		G/L ACCOUNT		CK: 154129			9.19		
		601 49400-01-241.00 SMALL TOOLS					9.19	UTILITIES SMALL TOOL	
I 1596-ID-379331		ADDITIVES,SHOP SUPPLIES,PAR	APBNK	12/14/2023	R	11/21/2023	330.86	330.86CR	
		G/L ACCOUNT		CK: 154129			330.86		
		101 43100-01-213.00 LUBRICANTS & ADDITIVES					77.24	ADDITIVES,SHOP SUPPLIES,PARTS	
		101 43100-01-215.00 SHOP MATERIALS					179.94	ADDITIVES,SHOP SUPPLIES,PARTS	
		101 43100-01-221.00 EQUIPMENT PARTS					73.68	ADDITIVES,SHOP SUPPLIES,PARTS	
I 1596-ID-379351		CLEANING SUPPLIES	APBNK	12/14/2023	R	11/22/2023	298.00	298.00CR	
		G/L ACCOUNT		CK: 154129			298.00		
		101 43100-01-211.00 CLEANING SUPPLIES					298.00	CLEANING SUPPLIES	
I 1596-ID-379396		PARTS	APBNK	12/14/2023	R	11/22/2023	45.10	45.10CR	
		G/L ACCOUNT		CK: 154129			45.10		
		101 43100-01-221.00 EQUIPMENT PARTS					45.10	PARTS	
I 1596-ID-379397		ADDITIVES,SHOP SUPPLIES,PAR	APBNK	12/14/2023	R	11/22/2023	343.32	343.32CR	
		G/L ACCOUNT		CK: 154129			343.32		
		101 43100-01-213.00 LUBRICANTS & ADDITIVES					19.31	ADDITIVES,SHOP SUPPLIES,PARTS	
		101 43100-01-215.00 SHOP MATERIALS					179.94	ADDITIVES,SHOP SUPPLIES,PARTS	
		101 43100-01-221.00 EQUIPMENT PARTS					144.07	ADDITIVES,SHOP SUPPLIES,PARTS	
I 1596-ID-379478		LUBE,ADDITIVES,PARTS	APBNK	12/14/2023	R	11/27/2023	653.32	653.32CR	
		G/L ACCOUNT		CK: 154129			653.32		
		101 43100-01-213.00 LUBRICANTS & ADDITIVES					109.93	LUBE,ADDITIVES,PARTS	
		101 43100-01-221.00 EQUIPMENT PARTS					543.39	LUBE,ADDITIVES,PARTS	
I 1596-ID-379490		PARTS	APBNK	12/14/2023	R	11/27/2023	162.34	162.34CR	
		G/L ACCOUNT		CK: 154129			162.34		
		101 43100-01-221.00 EQUIPMENT PARTS					162.34	PARTS	
I 1596-ID-379543		SMALL TOOL	APBNK	12/14/2023	R	11/28/2023	36.17	36.17CR	
		G/L ACCOUNT		CK: 154129			36.17		
		101 43100-01-241.00 SMALL TOOLS					36.17	SMALL TOOL	
I 1596-ID-379582		PARTS	APBNK	12/14/2023	R	11/29/2023	25.91	25.91CR	
		G/L ACCOUNT		CK: 154129			25.91		
		101 43100-01-221.00 EQUIPMENT PARTS					25.91	PARTS	
I 1596-ID-379606		PARTS	APBNK	12/14/2023	R	11/29/2023	26.64	26.64CR	
		G/L ACCOUNT		CK: 154129			26.64		
		101 43100-01-221.00 EQUIPMENT PARTS					26.64	PARTS	
I 1596-ID-379662		CLEANING SUPPLIES	APBNK	12/14/2023	R	11/30/2023	83.58	83.58CR	
		G/L ACCOUNT		CK: 154129			83.58		
		101 43100-01-211.00 CLEANING SUPPLIES					83.58	CLEANING SUPPLIES	

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I 1596-ID-379668		PARTS	APBNK 12/14/2023 R			11/30/2023	100.35	100.35CR	
		G/L ACCOUNT		CK: 154129			100.35		
		101 43100-01-221.00 EQUIPMENT PARTS				100.35	PARTS		
I 1596-ID-379681		SMALL TOOLS	APBNK 12/14/2023 R			11/30/2023	55.09	55.09CR	
		G/L ACCOUNT		CK: 154129			55.09		
		101 43100-01-241.00 SMALL TOOLS				55.09	SMALL TOOLS		
				REG. CHECK		1	3,272.77	3,272.77CR	0.00
							3,272.77	0.00	
01-005879 ALLIANT ENGINEERING INC									
I 75872		AKRON AVE SOUTH EXTENSION	APBNK 12/14/2023 R			11/21/2023	28,454.79	28,454.79CR	
		G/L ACCOUNT		CK: 154132			28,454.79		
		483 48000-01-303.00 ENGINEERING FEES				28,454.79	AKRON AVE SOUTH EXTENSION		
				REG. CHECK		1	28,454.79	28,454.79CR	0.00
							28,454.79	0.00	
01-011365 ANCOM TECHNICAL CENTER									
I 118386		PAGER BELT CLIP & BATTERY	APBNK 12/14/2023 R			11/22/2023	32.50	32.50CR	
		G/L ACCOUNT		CK: 154133			32.50		
		101 42210-01-329.00 OTHER COMMUNICATION COSTS				32.50	PAGER BELT CLIP & BATTERY		
				REG. CHECK		1	32.50	32.50CR	0.00
							32.50	0.00	
01-005403 APEX OUTDOOR INC									
I 40437		SC SNOW REMOVAL / SALTING	APBNK 12/14/2023 R			12/05/2023	270.00	270.00CR	
		G/L ACCOUNT		CK: 154134			270.00		
		101 11500 ACCOUNTS RECEIVABLE				135.00	SC SNOW REMOVAL / SALTING		
		101 45100-30-411.00 CONTRACTED SNOW REMOVAL				135.00	SC SNOW REMOVAL / SALTING		
I 40438		SNOW REMOVAL/SALTING	APBNK 12/14/2023 R			12/05/2023	660.00	660.00CR	
		G/L ACCOUNT		CK: 154134			660.00		
		101 45100-01-411.00 CONTRACTED SNOW REMOVAL				660.00	SNOW REMOVAL/SALTING		
				REG. CHECK		1	930.00	930.00CR	0.00
							930.00	0.00	

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01-003924 APPLE COLLISION & GLASS									
I TK379729		REPAIRS FOR UNIT 336	APBNK 12/14/2023		R	12/04/2023	6,016.68	6,016.68CR	
		G/L ACCOUNT		CK: 154135			6,016.68		
		101 43100-01-221.00 EQUIPMENT PARTS				2,779.68	REPAIRS FOR UNIT 336		
		101 43100-01-404.00 CONTRACTED MACH & EQUIP SERV				3,237.00	REPAIRS FOR UNIT 336		
				REG. CHECK		1	6,016.68	6,016.68CR	0.00
							6,016.68	0.00	
01-002377 ASPEN MILLS									
I 323407		BATTALION CHIEF NAME TAG-DY	APBNK 12/14/2023		R	11/17/2023	20.26	20.26CR	
		G/L ACCOUNT		CK: 154136			20.26		
		101 42210-01-218.00 FIRE DEPARTMENT CLOTHING				20.26	BATTALION CHIEF NAME TAG-DYSON		
				REG. CHECK		1	20.26	20.26CR	0.00
							20.26	0.00	
01-005657 AT&T MOBILITY									
I X12032023 FD		FIRE DEPT DATA LINES	APBNK 12/14/2023		R	11/25/2023	456.67	456.67CR	
		G/L ACCOUNT		CK: 154137			456.67		
		101 42210-01-321.00 TELEPHONE COSTS				456.67	FIRE DEPT DATA LINES		
I X12032023 PD		SQUAD INTERNET	APBNK 12/14/2023		R	11/25/2023	868.50	868.50CR	
		G/L ACCOUNT		CK: 154137			868.50		
		101 42110-01-329.00 OTHER COMMUNICATION COSTS				868.50	SQUAD INTERNET		
I X12032023 PW		SCADA FOR WELLS,TOWERS,LIFT	APBNK 12/14/2023		R	11/25/2023	524.56	524.56CR	
		G/L ACCOUNT		CK: 154137			524.56		
		601 49400-01-321.00 TELEPHONE COSTS				174.85	SCADA FOR WELLS,TOWERS,LIFTS		
		603 49500-01-321.00 TELEPHONE COSTS				174.85	SCADA FOR WELLS,TOWERS,LIFTS		
		602 49450-01-321.00 TELEPHONE COSTS				174.86	SCADA FOR WELLS,TOWERS,LIFTS		
				REG. CHECK		1	1,849.73	1,849.73CR	0.00
							1,849.73	0.00	
01-003889 BERRY COFFEE COMPANY									
I 978564		COFFEE SUPPLIES FOR SC	APBNK 12/14/2023		R	11/02/2023	238.50	238.50CR	
		G/L ACCOUNT		CK: 154138			238.50		
		101 45100-30-219.00 OTHER OPERATING SUPPLIES				238.50	COFFEE SUPPLIES FOR SC		
I 982601		COFFEE SUPPLIES FOR SC	APBNK 12/14/2023		R	11/30/2023	220.90	220.90CR	
		G/L ACCOUNT		CK: 154138			220.90		
		101 45100-30-219.00 OTHER OPERATING SUPPLIES				220.90	COFFEE SUPPLIES FOR SC		

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			REG. CHECK			1	459.40	459.40CR	0.00
							459.40	0.00	

01-003649 BESSER WELDING & FABRICATIO

I 14979	RAILING FOR BLEACHERS	APBNK	12/14/2023	R	12/02/2023	20,313.98	20,313.98CR	
	G/L ACCOUNT		CK: 154139			20,313.98		
	650 45130-01-522.00	BUILDING & STRUCTURE PURCHASES				20,313.98	RAILING FOR BLEACHERS	
		REG. CHECK			1	20,313.98	20,313.98CR	0.00
						20,313.98	0.00	

01-004321 BHE COMMUNITY SOLAR LLC

I 11951298	OCTOBER SOLAR SUBSCRIPTIONS	APBNK	12/14/2023	R	11/28/2023	2,127.47	2,127.47CR	
	G/L ACCOUNT		CK: 154140			2,127.47		
	601 49409-01-381.00	ELECTRIC UTILITIES				1,783.46	OCTOBER SOLAR SUBSCRIPTIONS	
	601 49425-01-381.00	ELECTRIC UTILITIES				344.01	OCTOBER SOLAR SUBSCRIPTIONS	
		REG. CHECK			1	2,127.47	2,127.47CR	0.00
						2,127.47	0.00	

01-005738 BOARMAN KROOS VOGEL GROUP I

I 62933	PD & PW CAMPUS	APBNK	12/14/2023	R	11/10/2023	40,677.40	40,677.40CR	
	G/L ACCOUNT		CK: 154141			40,677.40		
	421 48000-01-302.00	ARCHITECTS' FEES				40,677.40	PD & PW CAMPUS	
		REG. CHECK			1	40,677.40	40,677.40CR	0.00
						40,677.40	0.00	

01-006090 BODYLABUSA

I 2023-0505	PERMIT 5295-FULL REFUND	APBNK	12/14/2023	R	12/06/2023	1,437.16	1,437.16CR	
	G/L ACCOUNT		CK: 154142			1,437.16		
	101 22005	REFUNDS PAYABLE - P&R				1,437.16	PERMIT 5295-FULL REFUND	
		REG. CHECK			1	1,437.16	1,437.16CR	0.00
						1,437.16	0.00	

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01-006095 JODY BRUSS									
I	2023-0511	RAS DECEMBER LUNCHEON	APBNK	12/14/2023	R	11/27/2023	13.00	13.00CR	
		G/L ACCOUNT		CK: 154143			13.00		
		101 22005 REFUNDS PAYABLE - P&R					13.00	RAS DECEMBER LUNCHEON	
				REG. CHECK			1 13.00	13.00CR	0.00
							13.00	0.00	
01-004103 BUSINESS ESSENTIALS									
I	WO-1271475-1	OFFICE SUPPLIES	APBNK	12/14/2023	R	11/22/2023	24.02	24.02CR	
		G/L ACCOUNT		CK: 154144			24.02		
		101 41810-01-209.00 OTHER OFFICE SUPPLIES					24.02	OFFICE SUPPLIES	
I	WO-1273386-1	OFFICE SUPPLIES	APBNK	12/14/2023	R	12/06/2023	84.57	84.57CR	
		G/L ACCOUNT		CK: 154144			84.57		
		101 41810-01-209.00 OTHER OFFICE SUPPLIES					84.57	OFFICE SUPPLIES	
				REG. CHECK			1 108.59	108.59CR	0.00
							108.59	0.00	
01-003796 CAMPBELL KNUTSON PA									
I	2023-0507	NOVEMBER LEGAL SERVICES	APBNK	12/14/2023	R	11/30/2023	9,636.13	9,636.13CR	
		G/L ACCOUNT		CK: 154145			9,636.13		
		101 42110-01-304.00 LEGAL FEES					9,636.13	NOVEMBER LEGAL SERVICES	
				REG. CHECK			1 9,636.13	9,636.13CR	0.00
							9,636.13	0.00	
01-004169 CCP NI MASTER TENANT 4, LLC									
I	OCT 2023	MONTHLY SOLAR SUBSCRIPTIONS	APBNK	12/14/2023	R	11/22/2023	3,176.79	3,176.79CR	
		G/L ACCOUNT		CK: 154146			3,176.79		
		101 41940-01-381.00 ELECTRIC UTILITIES					1,079.12	MONTHLY SOLAR SUBSCRIPTIONS	
		601 49414-01-381.00 ELECTRIC UTILITIES					1,651.37	MONTHLY SOLAR SUBSCRIPTIONS	
		601 49407-01-381.00 ELECTRIC UTILITIES					446.30	MONTHLY SOLAR SUBSCRIPTIONS	
				REG. CHECK			1 3,176.79	3,176.79CR	0.00
							3,176.79	0.00	

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01-002078 CDW GOVERNMENT INC									
I	NF68375	HEADSET CABLES	APBNK 12/14/2023	R		11/21/2023	30.50	30.50CR	
		G/L ACCOUNT		CK: 154147			30.50		
		101 41520-01-392.00 P.C. ACCESSORIES & SUPPLIES					30.50 HEADSET CABLES		
I	NK28541	BUILDING DEPT PRINTER	APBNK 12/14/2023	R		12/04/2023	443.24	443.24CR	
		G/L ACCOUNT		CK: 154147			443.24		
		101 41910-01-393.00 P.C. HARDWARE PURCHASES					443.24 BUILDING DEPT PRINTER		
				REG. CHECK		1	473.74	473.74CR	0.00
							473.74	0.00	
01-005542 CHARTER COMMUNICATIONS									
I	175314201112123	FIRE STATION 1 CABLE	APBNK 12/14/2023	R		11/21/2023	16.84	16.84CR	
		G/L ACCOUNT		CK: 154148			16.84		
		101 42210-01-439.00 OTHER MISCELLANEOUS CHARGES					16.84 FIRE STATION 1 CABLE		
I	175314901112123	TV BUNDLE - ARENA	APBNK 12/14/2023	R		11/21/2023	34.74	34.74CR	
		G/L ACCOUNT		CK: 154148			34.74		
		650 45130-01-404.00 CONTRACTED MACH & EQUIP R & M					34.74 TV BUNDLE - ARENA		
				REG. CHECK		1	51.58	51.58CR	0.00
							51.58	0.00	
01-030784 CINTAS CORPORATION									
I	4175628847	MATS @ FS #1	APBNK 12/14/2023	R		11/30/2023	30.00	30.00CR	
		G/L ACCOUNT		CK: 154149			30.00		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES					30.00 MATS @ FS #1		
I	4175628907	MATS @ FS #2	APBNK 12/14/2023	R		11/30/2023	30.00	30.00CR	
		G/L ACCOUNT		CK: 154149			30.00		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES					30.00 MATS @ FS #2		
I	4175629062	MATS @ PW OFFICE BLDG	APBNK 12/14/2023	R		11/30/2023	88.73	88.73CR	
		G/L ACCOUNT		CK: 154149			88.73		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES					88.73 MATS @ PW OFFICE BLDG		
I	4175629070	MATS & TOWELS @ MAINT BLDG	APBNK 12/14/2023	R		11/30/2023	51.47	51.47CR	
		G/L ACCOUNT		CK: 154149			51.47		
		101 43100-01-211.00 CLEANING SUPPLIES					37.60 MATS & TOWELS @ MAINT BLDG		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES					13.87 MATS & TOWELS @ MAINT BLDG		
I	4175629081	MATS @ CITY HALL	APBNK 12/14/2023	R		11/30/2023	87.62	87.62CR	
		G/L ACCOUNT		CK: 154149			87.62		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES					87.62 MATS @ CITY HALL		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
I 4175629083		MATS @ CARPENTER SHOP	APBNK 12/14/2023	R		11/30/2023	30.00	30.00CR	
		G/L ACCOUNT		CK: 154149			30.00		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES					30.00 MATS @ CARPENTER SHOP		
I 4175629167		MATS @ POLICE	APBNK 12/14/2023	R		11/30/2023	67.23	67.23CR	
		G/L ACCOUNT		CK: 154149			67.23		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES					67.23 MATS @ POLICE		
				REG. CHECK		1	385.05	385.05CR	0.00
							385.05	0.00	
01-002913 CITY AUTO GLASS-SO ST PAUL									
I I001221876		WINDSHIELD REPAIR	APBNK 12/14/2023	R		11/21/2023	80.00	80.00CR	
		G/L ACCOUNT		CK: 154150			80.00		
		101 43100-01-404.00 CONTRACTED MACH & EQUIP SERV					80.00 WINDSHIELD REPAIR		
				REG. CHECK		1	80.00	80.00CR	0.00
							80.00	0.00	
01-030956 CITY OF ROSEMOUNT									
I 2023-0519		NOVEMBER 2023 STATE SURCHAR	APBNK 12/14/2023	R		12/08/2023	110.74	110.74CR	
		G/L ACCOUNT		CK: 154151			110.74		
		101 20810 BUILDING PERMIT SURCHARGE					103.30 NOVEMBER 2023 STATE SURCHARGE		
		101 20811 BUILDING PMT SURCHARGE-SET FEE					1.94 NOVEMBER 2023 STATE SURCHARGE		
		101 20820 ELECTRICAL PERMIT SURCHARGE					1.72 NOVEMBER 2023 STATE SURCHARGE		
		101 20860 HEATING/AIR COND PERMIT SURCHG					1.26 NOVEMBER 2023 STATE SURCHARGE		
		101 20830 PLUMBING PERMIT SURCHARGE					1.66 NOVEMBER 2023 STATE SURCHARGE		
		101 20850 SEWER PERMIT SURCHARGE					0.86 NOVEMBER 2023 STATE SURCHARGE		
				REG. CHECK		1	110.74	110.74CR	0.00
							110.74	0.00	
01-030957 CITY OF ROSEMOUNT									
I 2023-0517		NOV 2023 CITY SHARE SAC FEE	APBNK 12/14/2023	R		12/08/2023	795.20	795.20CR	
		G/L ACCOUNT		CK: 154152			795.20		
		101 20815 METRO SAC FOR MWCC					795.20 NOV 2023 CITY SHARE SAC FEES		
				REG. CHECK		1	795.20	795.20CR	0.00
							795.20	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-003503 CITY OF ST PAUL									
I	IN56503	1.5 TONS ASPHALT MIX	APBNK	12/14/2023	R	11/22/2023	146.61	146.61CR	
		G/L ACCOUNT		CK: 154153			146.61		
		101 43121-01-231.00 BITUMINOUS PATCHING MATERIALS					146.61	1.5 TONS ASPHALT MIX	
				REG. CHECK			1 146.61	146.61CR	0.00
							146.61	0.00	
01-004599 CLEAN CHOICE ENERGY									
I	INV200802900	OCTOBER SOLAR SUBSCRIPTIONS	APBNK	12/14/2023	R	12/04/2023	1,347.27	1,347.27CR	
		G/L ACCOUNT		CK: 154154			1,347.27		
		601 49407-01-381.00 ELECTRIC UTILITIES					562.18	OCTOBER SOLAR SUBSCRIPTIONS	
		101 41940-01-381.00 ELECTRIC UTILITIES					142.64	OCTOBER SOLAR SUBSCRIPTIONS	
		601 49410-01-381.00 ELECTRIC UTILITIES					642.45	OCTOBER SOLAR SUBSCRIPTIONS	
				REG. CHECK			1 1,347.27	1,347.27CR	0.00
							1,347.27	0.00	
01-031370 COLLINS ELECTRICAL CONSTR C									
I	2333579.01	SERVICE CALL - LIGHT POLES	APBNK	12/14/2023	R	11/28/2023	1,663.51	1,663.51CR	
		G/L ACCOUNT		CK: 154155			1,663.51		
		101 11510 NATIONAL GUARD A/R					831.75	SERVICE CALL - LIGHT POLES OUT	
		101 45100-01-223.00 BUILDING REPAIR SUPPLIES					831.76	SERVICE CALL - LIGHT POLES OUT	
				REG. CHECK			1 1,663.51	1,663.51CR	0.00
							1,663.51	0.00	
01-031530 COMPUTER INTEGRATION TECH									
I	363778	VMWARE MAINT RENEWAL	APBNK	12/14/2023	R	12/06/2023	5,549.64	5,549.64CR	
		G/L ACCOUNT		CK: 154156			5,549.64		
		101 41520-01-391.00 P.C. MAINTENANCE					5,549.64	VMWARE MAINT RENEWAL	
				REG. CHECK			1 5,549.64	5,549.64CR	0.00
							5,549.64	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
01-006093 CONFITREK									
I 1018		CERTIFIED CRIMEFIGHTER	APBNK 12/14/2023 R			12/06/2023	3,072.00	3,072.00CR	
		G/L ACCOUNT		CK: 154157			3,072.00		
		101 42110-01-433.00 DUES & SUBSCRIPTIONS				3,072.00	CERTIFIED CRIMEFIGHTER		
				REG. CHECK		1	3,072.00	3,072.00CR	0.00
							3,072.00	0.00	
01-004277 CORE & MAIN LP									
I T892814		SINGLE PORT MXUS	APBNK 12/14/2023 R			12/04/2023	33,453.00	33,453.00CR	
		G/L ACCOUNT		CK: 154158			33,453.00		
		601 49400-01-220.00 METER PURCHASES				33,453.00	SINGLE PORT MXUS		
				REG. CHECK		1	33,453.00	33,453.00CR	0.00
							33,453.00	0.00	
01-031577 CORPORATE MECHANICAL INC									
I W71287		RCC FALL PREVENTATIVE MAINT	APBNK 12/14/2023 R			12/10/2023	565.00	565.00CR	
		G/L ACCOUNT		CK: 154159			565.00		
		101 45100-01-404.00 CONTRACTED MACH & EQUIP R & M				565.00	RCC FALL PREVENTATIVE MAINT		
I W71291		SC NOV BOILER CHECKS	APBNK 12/14/2023 R			12/10/2023	945.00	945.00CR	
		G/L ACCOUNT		CK: 154159			945.00		
		101 45100-30-404.00 CONTRACTED MACH & EQUIP R & M				945.00	SC NOV BOILER CHECKS		
				REG. CHECK		1	1,510.00	1,510.00CR	0.00
							1,510.00	0.00	
01-005899 CROSSCROFT HOA									
I 2023-0508		WATERSENSE UPGRADE REIMBURS	APBNK 12/14/2023 R			12/06/2023	1,390.14	1,390.14CR	
		G/L ACCOUNT		CK: 154160			1,390.14		
		601 49400-01-439.00 OTHER MISCELLANEOUS CHARGES				1,390.14	WATERSENSE UPGRADE REIMBURSE		
				REG. CHECK		1	1,390.14	1,390.14CR	0.00
							1,390.14	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-031880 CROWN RENTAL									
I 397783-2		CEMENT MIXER RENTAL	APBNK 12/14/2023	R		10/10/2023	127.00	127.00CR	
		G/L ACCOUNT		CK: 154161			127.00		
		101 43121-01-415.00 OTHER EQUIPMENT RENTAL				127.00	CEMENT MIXER RENTAL		
I 397989-2		TRAILER RENTAL	APBNK 12/14/2023	R		10/21/2023	191.00	191.00CR	
		G/L ACCOUNT		CK: 154161			191.00		
		101 45100-30-401.00 CONTRACTED BUILDING REPAIRS				191.00	TRAILER RENTAL		
				REG. CHECK		1	318.00	318.00CR	0.00
							318.00	0.00	
01-032010 CUB FOODS #31654									
I 165109047656		VENDING/CONFERENCE ROOM	APBNK 12/14/2023	R		12/05/2023	112.96	112.96CR	
		G/L ACCOUNT		CK: 154162			112.96		
		101 41940-01-208.00 MISCELLANEOUS SUPPLIES				13.00	VENDING/CONFERENCE ROOM		
		101 41810-01-206.00 MICROFILM SUPPLIES				99.96	VENDING/CONFERENCE ROOM		
				REG. CHECK		1	112.96	112.96CR	0.00
							112.96	0.00	
01-004437 CUSTOM CAP & TIRE									
I 270062411		TIRES AND LABOR	APBNK 12/14/2023	R		11/15/2023	4,114.08	4,114.08CR	
		G/L ACCOUNT		CK: 154163			4,114.08		
		101 43100-01-222.00 TIRES				3,814.08	TIRES AND LABOR		
		101 43100-01-404.00 CONTRACTED MACH & EQUIP SERV				300.00	TIRES AND LABOR		
I 270062948		2 TIRES	APBNK 12/14/2023	R		12/01/2023	473.70	473.70CR	
		G/L ACCOUNT		CK: 154163			473.70		
		101 43100-01-222.00 TIRES				473.70	2 TIRES		
				REG. CHECK		1	4,587.78	4,587.78CR	0.00
							4,587.78	0.00	
01-006096 KRISTEN D'ARPA									
I 2023-0512		PERMIT 5092-DAMAGE DEPOSIT	APBNK 12/14/2023	R		12/11/2023	300.00	300.00CR	
		G/L ACCOUNT		CK: 154164			300.00		
		101 22005 REFUNDS PAYABLE - P&R				300.00	PERMIT 5092-DAMAGE DEPOSIT		
				REG. CHECK		1	300.00	300.00CR	0.00
							300.00	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-002742 DAK COUNTY TREAS-AUDITOR									
I	2023_11_06_RSMT_IR	HOA IRRIGATION AUDIT REIMBU	APBNK	12/14/2023	R	11/06/2023	6,060.60	6,060.60CR	
		G/L ACCOUNT		CK: 154165			6,060.60		
		601 49400-01-439.00 OTHER MISCELLANEOUS CHARGES				6,060.60	HOA IRRIGATION AUDIT REIMBURSE		
				REG. CHECK		1	6,060.60	6,060.60CR	0.00
							6,060.60	0.00	
01-001935 DAKOTA COUNTY FINANCE									
I	5501491	800 MHZ RADIO SUBSCRIBER FE	APBNK	12/14/2023	R	11/16/2023	3,219.54	3,219.54CR	
		G/L ACCOUNT		CK: 154166			3,219.54		
		101 42110-01-323.00 RADIO UNITS				1,213.16	800 MHZ RADIO SUBSCRIBER FEE		
		101 42210-01-329.00 OTHER COMMUNICATION COSTS				1,259.82	800 MHZ RADIO SUBSCRIBER FEE		
		101 43121-01-323.00 RADIO UNITS				149.31	800 MHZ RADIO SUBSCRIBER FEE		
		101 45202-01-323.00 RADIO UNITS				149.31	800 MHZ RADIO SUBSCRIBER FEE		
		601 49400-01-323.00 RADIO UNITS				149.31	800 MHZ RADIO SUBSCRIBER FEE		
		602 49450-01-323.00 RADIO UNITS				149.31	800 MHZ RADIO SUBSCRIBER FEE		
		603 49500-01-323.00 RADIO UNITS				149.32	800 MHZ RADIO SUBSCRIBER FEE		
				REG. CHECK		1	3,219.54	3,219.54CR	0.00
							3,219.54	0.00	
01-040435 DAKOTA ELECTRIC ASSOCIATION									
I	200002005379	11/23 JAYCEE PARK CONTROL BLDG	APBNK	12/14/2023	R	11/29/2023	15.23	15.23CR	
		G/L ACCOUNT		CK: 154167			15.23		
		101 45202-01-381.00 ELECTRIC UTILITIES				15.23	JAYCEE PARK CONTROL BLDG		
I	200003157294	11/23 WENSMANN POND MONITORING ST	APBNK	12/14/2023	R	11/29/2023	19.58	19.58CR	
		G/L ACCOUNT		CK: 154167			19.58		
		603 49513-01-381.00 ELECTRIC UTILITIES				19.58	WENSMANN POND MONITORING ST'N		
I	200003776226	11/23 SIREN #13	APBNK	12/14/2023	R	11/29/2023	24.75	24.75CR	
		G/L ACCOUNT		CK: 154167			24.75		
		101 43121-01-381.00 ELECTRIC UTILITIES				24.75	SIREN #13		
I	200005601588	11/23 STORM DRAIN LIFT STATION #7	APBNK	12/14/2023	R	11/29/2023	32.19	32.19CR	
		G/L ACCOUNT		CK: 154167			32.19		
		603 49517-01-381.00 ELECTRIC UTILITIES				32.19	STORM DRAIN LIFT STATION #7		
I	200010007317	11/23 WELL #16	APBNK	12/14/2023	R	11/29/2023	3,754.75	3,754.75CR	
		G/L ACCOUNT		CK: 154167			3,754.75		
		601 49426-01-381.00 ELECTRIC UTILITIES				3,754.75	WELL #16		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
I 200010050261	11/23	WELCOME SIGN - NORTH	APBNK	12/14/2023	R	11/29/2023	18.07	18.07CR	
		G/L ACCOUNT		CK: 154167			18.07		
		608 49508-01-381.00 ELECTRIC UTILITIES				18.07	WELCOME SIGN - NORTH		
				REG. CHECK		1	3,864.57	3,864.57CR	0.00
							3,864.57	0.00	

01-040487 DALCO

C 4117763CR		BRASS FITTINGS RETURNED	APBNK	12/14/2023	R	12/05/2023	421.10CR	421.10	
		G/L ACCOUNT		CK: 154168			421.10CR		
		101 45100-01-221.00 EQUIPMENT PARTS				421.10CR	BRASS FITTINGS RETURNED		
I 4117763		BRASS FITTINGS	APBNK	12/14/2023	R	8/08/2023	421.10	421.10CR	
		G/L ACCOUNT		CK: 154168			421.10		
		101 45100-01-221.00 EQUIPMENT PARTS				421.10	BRASS FITTINGS		
I 4166687		JANITORIAL SUPPLIES	APBNK	12/14/2023	R	12/01/2023	1,659.34	1,659.34CR	
		G/L ACCOUNT		CK: 154168			1,659.34		
		101 45100-30-211.00 CLEANING SUPPLIES				1,261.10	JANITORIAL SUPPLIES		
		101 11510 NATIONAL GUARD A/R				398.24	JANITORIAL SUPPLIES		
I 4168525		JANITORIAL SUPPLIES	APBNK	12/14/2023	R	12/06/2023	51.52	51.52CR	
		G/L ACCOUNT		CK: 154168			51.52		
		101 45100-30-211.00 CLEANING SUPPLIES				51.52	JANITORIAL SUPPLIES		
I 4168694		CARPET EXTRACTOR REPAIRS	APBNK	12/14/2023	R	12/06/2023	1,447.98	1,447.98CR	
		G/L ACCOUNT		CK: 154168			1,447.98		
		101 45100-30-404.00 CONTRACTED MACH & EQUIP R & M				1,447.98	CARPET EXTRACTOR REPAIRS		
				REG. CHECK		1	3,158.84	3,158.84CR	0.00
							3,158.84	0.00	

01-040800 DICKS SANITATION SERVICE, I

I 9898855T460		PUMPKIN COLLECTION DUMPSTER	APBNK	12/14/2023	R	12/01/2023	1,423.16	1,423.16CR	
		G/L ACCOUNT		CK: 154169			1,423.16		
		101 41940-01-384.00 REFUSE DISPOSAL				1,423.16	PUMPKIN COLLECTION DUMPSTER		
				REG. CHECK		1	1,423.16	1,423.16CR	0.00
							1,423.16	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-000316 DRAIN PRO-PLUMBING INC									
I	73231	RESTROOM FAUCETS-COM CTR	APBNK	12/14/2023	R	11/29/2023	4,416.75	4,416.75CR	
		G/L ACCOUNT		CK: 154170			4,416.75		
		202 49002-01-524.00 BUILDING & STRUCTURE PURCHASES				4,416.75	RESTROOM FAUCETS-COM CTR		
				REG. CHECK		1	4,416.75	4,416.75CR	0.00
							4,416.75	0.00	
01-004400 DUNDAS SOLAR HOLDINGS LLC									
I	2311-6951A	OCTOBER SOLAR SUBSCRIPTION	APBNK	12/14/2023	R	11/27/2023	9,905.54	9,905.54CR	
		G/L ACCOUNT		CK: 154171			9,905.54		
		650 45130-01-381.00 ELECTRIC UTILITIES				9,905.54	OCTOBER SOLAR SUBSCRIPTION		
				REG. CHECK		1	9,905.54	9,905.54CR	0.00
							9,905.54	0.00	
01-050340 ECOLAB PEST									
I	3672660	PEST CONTROL-FIRE STATION #	APBNK	12/14/2023	R	10/11/2023	78.00	78.00CR	
		G/L ACCOUNT		CK: 154172			78.00		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES				78.00	PEST CONTROL-FIRE STATION #1		
I	3672661	PEST CONTROL-FIRE STATION #	APBNK	12/14/2023	R	10/11/2023	78.00	78.00CR	
		G/L ACCOUNT		CK: 154172			78.00		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES				78.00	PEST CONTROL-FIRE STATION #2		
I	4136709	SC RODENT PROGRAM	APBNK	12/14/2023	R	12/05/2023	171.86	171.86CR	
		G/L ACCOUNT		CK: 154172			171.86		
		101 45100-30-404.00 CONTRACTED MACH & EQUIP R & M				171.86	SC RODENT PROGRAM		
				REG. CHECK		1	327.86	327.86CR	0.00
							327.86	0.00	
01-001139 ELECTRIC PUMP									
I	0077079-IN	RETRO FIT LS 1 VALVE VAULT	APBNK	12/14/2023	R	11/22/2023	8,688.29	8,688.29CR	
		G/L ACCOUNT		CK: 154173			8,688.29		
		602 49451-01-219.00 OTHER OPERATING SUPPLIES				4,219.52	RETRO FIT LS 1 VALVE VAULT		
		602 49451-01-439.00 OTHER MISCELLANEOUS CHARGES				4,468.77	RETRO FIT LS 1 VALVE VAULT		
				REG. CHECK		1	8,688.29	8,688.29CR	0.00
							8,688.29	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-051330 EMERGENCY APPARATUS MAINT									
I 127830		PARTS-FD E21	APBNK 12/14/2023 R			11/21/2023	3,034.19	3,034.19CR	
		G/L ACCOUNT		CK: 154174			3,034.19		
		101 43100-01-221.00 EQUIPMENT PARTS				3,034.19	PARTS-FD E21		
				REG. CHECK		1	3,034.19	3,034.19CR	0.00
							3,034.19	0.00	
01-000598 ESS BROTHERS & SONS INC									
I DD10610		8" ID MANHOLE PROTECTION RI	APBNK 12/14/2023 R			11/28/2023	1,434.40	1,434.40CR	
		G/L ACCOUNT		CK: 154175			1,434.40		
		101 43121-01-231.00 BITUMINOUS PATCHING MATERIALS				1,434.40	8" ID MANHOLE PROTECTION RINGS		
				REG. CHECK		1	1,434.40	1,434.40CR	0.00
							1,434.40	0.00	
01-000790 FIRST IMPRESSION GROUP									
I 150892		WINTER/SPRING BROCHURE	APBNK 12/14/2023 R			11/30/2023	12,690.00	12,690.00CR	
		G/L ACCOUNT		CK: 154176			12,690.00		
		101 45100-01-349.00 OTHER ADVERTISING				12,690.00	WINTER/SPRING BROCHURE		
				REG. CHECK		1	12,690.00	12,690.00CR	0.00
							12,690.00	0.00	
01-005314 FLEET SERVICES									
I 2024040020		LEASE VEHICLES-PD/PW	APBNK 12/14/2023 R			11/15/2023	16,389.32	16,389.32CR	
		G/L ACCOUNT		CK: 154177			16,389.32		
		207 49007-01-548.00 LEASE PROGRAM-P.W. VEHICLES				8,549.59	LEASE VEHICLES-PD/PW		
		207 49007-01-549.00 LEASE PROGRAM-POLICE VEHICLES				6,561.97	LEASE VEHICLES-PD/PW		
		601 49400-01-548.00 LEASE PROGRAM-P.W. VEHICLES				425.92	LEASE VEHICLES-PD/PW		
		602 49450-01-548.00 LEASE PROGRAM-P.W. VEHICLES				425.92	LEASE VEHICLES-PD/PW		
		603 49500-01-548.00 LEASE PROGRAM-P.W. VEHICLES				425.92	LEASE VEHICLES-PD/PW		
				REG. CHECK		1	16,389.32	16,389.32CR	0.00
							16,389.32	0.00	

PACKET: 06870 12/14/2023 AP CHECK RUN
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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-003143 FLEETPRIDE									
I	112265955	PARTS	APBNK	12/14/2023	R	10/30/2023	169.66	169.66CR	
		G/L ACCOUNT		CK: 154178			169.66		
		101 43100-01-221.00 EQUIPMENT PARTS				169.66	PARTS		
				REG. CHECK		1	169.66	169.66CR	0.00
							169.66	0.00	
01-005768 FP MAILING SOLUTIONS									
I	2023-0509	12/5 POSTAGE MACHINE REFILL	APBNK	12/07/2023	D	12/05/2023	700.00	700.00CR	
		G/L ACCOUNT		CK: 001714			700.00		
		101 41810-01-322.00 POSTAGE COSTS				700.00	12/5 POSTAGE MACHINE REFILL		
				DRAFTS		1	700.00	700.00CR	0.00
							700.00	0.00	
01-061865 FRONTIER									
I	651-188-0017 12/23	PHONE,INTERNET & CITY WIFI	APBNK	12/14/2023	R	11/25/2023	4,055.88	4,055.88CR	
		G/L ACCOUNT		CK: 154179			4,055.88		
		101 41810-01-321.00 TELEPHONE COSTS				3,684.67	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	4,055.88	4,055.88CR	0.00
							4,055.88	0.00	
01-000677 GERTENS									
I	822408/1	NATIVE SEEDING MATERIALS	APBNK	12/14/2023	R	11/27/2023	110.15	110.15CR	
		G/L ACCOUNT		CK: 154180			110.15		
		101 43121-01-225.00 LANDSCAPING MATERIALS				110.15	NATIVE SEEDING MATERIALS		
I	K13902/D	CHEMICAL	APBNK	12/14/2023	R	12/04/2023	4,693.37	4,693.37CR	
		G/L ACCOUNT		CK: 154180			4,693.37		
		101 45202-01-216.00 CHEMICALS & CHEMICAL PRODUCTS				4,693.37	CHEMICAL		
				REG. CHECK		1	4,803.52	4,803.52CR	0.00
							4,803.52	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
01-003610 GIGABIT MINNESOTA									
I 13981412		1000 MBPS FIBER INTERNET-DE	APBNK	12/04/2023	D	12/01/2023	800.00	800.00CR	
		G/L ACCOUNT		CK: 001715			800.00		
		101 41810-01-321.00 TELEPHONE COSTS				800.00	1000 MBPS FIBER INTERNET-DEC		
				DRAFTS		1	800.00	800.00CR	0.00
							800.00	0.00	
01-006094 GLENROSE CONDOMINIUM									
I 2023-0510		IRRIGATION SYSTEM COST SHAR	APBNK	12/14/2023	R	12/06/2023	500.00	500.00CR	
		G/L ACCOUNT		CK: 154181			500.00		
		601 49400-01-439.00 OTHER MISCELLANEOUS CHARGES				500.00	IRRIGATION SYSTEM COST SHARE		
				REG. CHECK		1	500.00	500.00CR	0.00
							500.00	0.00	
01-003407 GOLDEN OAK TREE SERVICE INC									
I 2023-0501		TREES & STUMPS REMOVED	APBNK	12/14/2023	R	11/28/2023	6,900.00	6,900.00CR	
		G/L ACCOUNT		CK: 154182			6,900.00		
		101 43121-01-409.00 TREE TRIMMING				6,900.00	TREES & STUMPS REMOVED		
I 2023-0502		TREE WORK IN CARROLL'S WOOD	APBNK	12/14/2023	R	11/28/2023	9,000.00	9,000.00CR	
		G/L ACCOUNT		CK: 154182			9,000.00		
		202 24446 F/B ASSIGNED FOR CARROLL WOODS				9,000.00	TREE WORK IN CARROLL'S WOODS		
I 2023-0503		STREET & UTILITY TREE REMOV	APBNK	12/14/2023	R	11/28/2023	12,000.00	12,000.00CR	
		G/L ACCOUNT		CK: 154182			12,000.00		
		603 49500-01-403.00 CONTRACTED R & M-OTHER IMPROV				12,000.00	STREET & UTILITY TREE REMOVAL		
I 2023-0504		TRAIL & PARK TREE WORK	APBNK	12/14/2023	R	11/28/2023	5,500.00	5,500.00CR	
		G/L ACCOUNT		CK: 154182			5,500.00		
		101 45202-01-319.00 OTHER PROFESSIONAL SERVICES				5,500.00	TRAIL & PARK TREE WORK		
				REG. CHECK		1	33,400.00	33,400.00CR	0.00
							33,400.00	0.00	
01-070880 GOPHER STATE ONE-CALL									
I 3110720		NOVEMBER TICKET LOCATES	APBNK	12/14/2023	R	11/30/2023	498.15	498.15CR	
		G/L ACCOUNT		CK: 154183			498.15		
		602 49450-01-312.00 GOPHER STATE ONE-CALL FEES				166.05	NOVEMBER TICKET LOCATES		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
		601 49400-01-312.00 GOPHER STATE ONE-CALL FEES				166.05	NOVEMBER TICKET LOCATES		
		603 49500-01-312.00 GOPHER STATE ONE-CALL FEES				166.05	NOVEMBER TICKET LOCATES		
				REG. CHECK		1	498.15	498.15CR	0.00
							498.15	0.00	
01-004903 GRAPHIC TICKETS & SYSTEMS									
I 008070		CITATION PAPER	APBNK	12/14/2023 R		11/21/2023	203.17	203.17CR	
		G/L ACCOUNT		CK: 154184			203.17		
		101 42110-01-203.00 PRINTED FORMS & PAPER				203.17	CITATION PAPER		
				REG. CHECK		1	203.17	203.17CR	0.00
							203.17	0.00	
01-002771 HARDWOOD CREEK LUMBER INC									
I 12925		36" PINE WOOD LATH	APBNK	12/14/2023 R		10/26/2023	2,310.00	2,310.00CR	
		G/L ACCOUNT		CK: 154185			2,310.00		
		101 43121-01-224.00 STREET MAINTENANCE MATERIALS				2,310.00	36" PINE WOOD LATH		
				REG. CHECK		1	2,310.00	2,310.00CR	0.00
							2,310.00	0.00	
01-080458 HAWKINS INC									
I 6610339		CHEMICALS FOR WELL HOUSES	APBNK	12/14/2023 R		10/24/2023	21,845.60	21,845.60CR	
		G/L ACCOUNT		CK: 154186			21,845.60		
		601 49400-01-216.00 CHEMICALS & CHEMICAL PRODUCTS				21,845.60	CHEMICALS FOR WELL HOUSES		
				REG. CHECK		1	21,845.60	21,845.60CR	0.00
							21,845.60	0.00	
01-080905 HIGHLAND SANITATION									
I 0001166853		NOVEMBER TRASH SERVICE	APBNK	12/14/2023 R		11/23/2023	3,868.37	3,868.37CR	
		G/L ACCOUNT		CK: 154187			3,868.37		
		101 45100-01-384.00 REFUSAL DISPOSAL				231.15	NOVEMBER TRASH SERVICE		
		650 45130-01-384.00 REFUSE DISPOSAL				217.95	NOVEMBER TRASH SERVICE		
		101 45100-01-315.00 SPECIAL PROGRAMS				49.00	NOVEMBER TRASH SERVICE		
		101 45100-30-384.00 REFUSE DISPOSAL				64.59	NOVEMBER TRASH SERVICE		
		101 41940-01-384.00 REFUSE DISPOSAL				3,305.68	NOVEMBER TRASH SERVICE		
				REG. CHECK		1	3,868.37	3,868.37CR	0.00
							3,868.37	0.00	

PACKET: 06870 12/14/2023 AP CHECK RUN
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-004211 HOFFMAN & MCNAMARA CO									
I 21039		DUNMORE 2ND - DEFAULT WORK	APBNK 12/14/2023		R	11/30/2023	8,770.00	8,770.00CR	
		G/L ACCOUNT		CK: 154188			8,770.00		
		403 48000-01-530.00 IMPROVEMENTS OTHER THAN BLDGS				8,770.00	DUNMORE 2ND - DEFAULT WORK		
				REG. CHECK		1	8,770.00	8,770.00CR	0.00
							8,770.00	0.00	
01-003122 I STATE TRUCK CENTER									
I C242852626:01		PARTS	APBNK 12/14/2023		R	11/17/2023	767.51	767.51CR	
		G/L ACCOUNT		CK: 154189			767.51		
		101 43100-01-221.00 EQUIPMENT PARTS				767.51	PARTS		
I C242853532:01		BATTERY RED & BLACK CABLES	APBNK 12/14/2023		R	11/21/2023	154.62	154.62CR	
		G/L ACCOUNT		CK: 154189			154.62		
		101 43100-01-221.00 EQUIPMENT PARTS				154.62	BATTERY RED & BLACK CABLES		
				REG. CHECK		1	922.13	922.13CR	0.00
							922.13	0.00	
01-091405 INDEPENDENT BLACK DIRT									
I 35042		10 YDS BLACK DIRT	APBNK 12/14/2023		R	11/29/2023	210.00	210.00CR	
		G/L ACCOUNT		CK: 154190			210.00		
		101 45202-01-219.00 OTHER OPERATING SUPPLIES				210.00	10 YDS BLACK DIRT		
				REG. CHECK		1	210.00	210.00CR	0.00
							210.00	0.00	
01-001515 INVER GROVE FORD									
I 6403305		PARTS AND REPAIR LABOR	APBNK 12/14/2023		R	11/14/2023	424.59	424.59CR	
		G/L ACCOUNT		CK: 154191			424.59		
		101 43100-01-404.00 CONTRACTED MACH & EQUIP SERV				314.98	PARTS AND REPAIR LABOR		
		101 43100-01-221.00 EQUIPMENT PARTS				109.61	PARTS AND REPAIR LABOR		
				REG. CHECK		1	424.59	424.59CR	0.00
							424.59	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
01-110314 KENNEDY & GRAVEN CHARTERED									
I 178123		OCTOBER RETAINER - POLICE	APBNK	12/14/2023	R	11/17/2023	976.94	976.94CR	
		G/L ACCOUNT		CK: 154192			976.94		
		101 41810-01-304.00 LEGAL FEES					976.94	OCTOBER RETAINER - POLICE	
I 178366		LEGAL FEES-TORO LEASE	APBNK	12/14/2023	R	11/29/2023	972.00	972.00CR	
		G/L ACCOUNT		CK: 154192			972.00		
		101 41810-01-304.00 LEGAL FEES					972.00	LEGAL FEES-TORO LEASE	
I 178497		NOVEMBER RETAINER - ENG & P	APBNK	12/14/2023	R	12/07/2023	863.10	863.10CR	
		G/L ACCOUNT		CK: 154192			863.10		
		101 41810-01-304.00 LEGAL FEES					863.10	NOVEMBER RETAINER - ENG & PW	
I 178500		NOVEMBER RETAINER - POLICE	APBNK	12/14/2023	R	12/07/2023	274.93	274.93CR	
		G/L ACCOUNT		CK: 154192			274.93		
		101 41810-01-304.00 LEGAL FEES					274.93	NOVEMBER RETAINER - POLICE	
I 178501		NOVEMBER RETAINER - P&R	APBNK	12/14/2023	R	12/07/2023	30.55	30.55CR	
		G/L ACCOUNT		CK: 154192			30.55		
		101 41810-01-304.00 LEGAL FEES					30.55	NOVEMBER RETAINER - P&R	
				REG. CHECK		1	3,117.52	3,117.52CR	0.00
							3,117.52	0.00	
01-110526 KIMBALL MIDWEST									
I 101572857		SHOP SUPPLIES	APBNK	12/14/2023	R	10/24/2023	322.48	322.48CR	
		G/L ACCOUNT		CK: 154193			322.48		
		101 43100-01-215.00 SHOP MATERIALS					322.48	SHOP SUPPLIES	
				REG. CHECK		1	322.48	322.48CR	0.00
							322.48	0.00	
01-005999 KRAUS-ANDERSON CONSTRUCTION									
I 59556		CONST MGMT SERVICES PD/PW P	APBNK	12/14/2023	R	8/11/2023	140,318.51	140,318.51CR	
		G/L ACCOUNT		CK: 154194			140,318.51		
		421 48000-01-521.00 BUILDING & STRUCTURE PURCHASES					140,318.51	CONST MGMT SERVICES PD/PW PROJ	
				REG. CHECK		1	140,318.51	140,318.51CR	0.00
							140,318.51	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-005498 LABRASH PLUMBING & HEATING									
I 11345		IRRIGATION METER REMOVAL	APBNK 12/14/2023 R			11/28/2023	312.33	312.33CR	
		G/L ACCOUNT		CK: 154195			312.33		
		601 49400-01-403.00 CONTRACTED R & M-OTHER IMPROV				312.33	IRRIGATION METER REMOVAL		
I 11373		IRRIGATION METER REMOVAL	APBNK 12/14/2023 R			11/30/2023	308.67	308.67CR	
		G/L ACCOUNT		CK: 154195			308.67		
		601 49400-01-403.00 CONTRACTED R & M-OTHER IMPROV				308.67	IRRIGATION METER REMOVAL		
				REG. CHECK		1	621.00	621.00CR	0.00
							621.00	0.00	
01-120514 LEAGUE-MN CITIES INS TRST									
I 2023-0513		W/C PREMIUMS 12/01/23-11/30	APBNK 12/14/2023 R			12/04/2023	528,599.00	528,599.00CR	
		G/L ACCOUNT		CK: 154196			528,599.00		
		206 49006-01-365.00 WORKERS COMP INSURANCE				37,043.50	W/C PREMIUMS 12/01/23-11/30/24		
		201 46300-01-365.00 WORKERS COMP INSURANCE				316.15	W/C PREMIUMS 12/01/23-11/30/24		
		601 49400-01-365.00 WORKERS COMP INSURANCE				1,963.84	W/C PREMIUMS 12/01/23-11/30/24		
		602 49450-01-365.00 WORKERS COMP INSURANCE				1,958.12	W/C PREMIUMS 12/01/23-11/30/24		
		603 49500-01-365.00 WORKERS COMP INSURANCE				1,846.71	W/C PREMIUMS 12/01/23-11/30/24		
		650 45130-01-365.00 WORKERS COMP INSURANCE				903.98	W/C PREMIUMS 12/01/23-11/30/24		
		206 15500 PREPAID ITEMS				407,656.26	W/C PREMIUMS 12/01/23-11/30/24		
		201 15500 PREPAID ITEMS				3,479.19	W/C PREMIUMS 12/01/23-11/30/24		
		601 15500 PREPAID ITEMS				21,611.68	W/C PREMIUMS 12/01/23-11/30/24		
		602 15500 PREPAID ITEMS				21,548.68	W/C PREMIUMS 12/01/23-11/30/24		
		603 15500 PREPAID ITEMS				20,322.73	W/C PREMIUMS 12/01/23-11/30/24		
		650 15500 PREPAID ITEMS				9,948.16	W/C PREMIUMS 12/01/23-11/30/24		
I 40006360-2024		PROPERTY/CASUALTY INS PREMI	APBNK 12/14/2023 R			11/22/2023	176,168.00	176,168.00CR	
		G/L ACCOUNT		CK: 154196			176,168.00		
		206 49006-01-369.00 OTHER INSURANCE				34,623.39	PROPERTY/CASUALTY INS PREMIUM		
		201 46300-01-369.00 OTHER INSURANCE				154.52	PROPERTY/CASUALTY INS PREMIUM		
		601 49400-01-369.00 OTHER INSURANCE				3,924.64	PROPERTY/CASUALTY INS PREMIUM		
		602 49450-01-369.00 OTHER INSURANCE				2,915.75	PROPERTY/CASUALTY INS PREMIUM		
		603 49500-01-369.00 OTHER INSURANCE				606.15	PROPERTY/CASUALTY INS PREMIUM		
		650 45130-01-369.00 OTHER INSURANCE				1,817.55	PROPERTY/CASUALTY INS PREMIUM		
		206 15500 PREPAID ITEMS				103,870.17	PROPERTY/CASUALTY INS PREMIUM		
		201 15500 PREPAID ITEMS				463.55	PROPERTY/CASUALTY INS PREMIUM		
		601 15500 PREPAID ITEMS				11,773.91	PROPERTY/CASUALTY INS PREMIUM		
		602 15500 PREPAID ITEMS				8,747.26	PROPERTY/CASUALTY INS PREMIUM		
		603 15500 PREPAID ITEMS				1,818.45	PROPERTY/CASUALTY INS PREMIUM		
		650 15500 PREPAID ITEMS				5,452.66	PROPERTY/CASUALTY INS PREMIUM		
				REG. CHECK		1	704,767.00	704,767.00CR	0.00
							704,767.00	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-001905 LEXISNEXIS RISK SOLNS FL IN									
I	1843662-20231130	NOVEMBER ACCURINT CHARGES	APBNK	12/14/2023	R	11/30/2023	658.67	658.67CR	
		G/L ACCOUNT		CK: 154199			658.67		
		101 42110-01-433.00 DUES & SUBSCRIPTIONS				658.67	NOVEMBER ACCURINT CHARGES		
				REG. CHECK		1	658.67	658.67CR	0.00
							658.67	0.00	
01-006091 LISA CLINE PHOTOGRAPHY LLC									
I	001324	2023 FIRE DEPARTMENT PHOTOS	APBNK	12/14/2023	R	11/14/2023	535.62	535.62CR	
		G/L ACCOUNT		CK: 154200			535.62		
		101 42210-01-439.00 OTHER MISCELLANEOUS CHARGES				535.62	2023 FIRE DEPARTMENT PHOTOS		
				REG. CHECK		1	535.62	535.62CR	0.00
							535.62	0.00	
01-121530 LOGIS-LOCAL GOVERNMENT									
I	54230	DEC'23 APP SUPPORT/FIBER SV	APBNK	12/14/2023	R	12/01/2023	3,265.33	3,265.33CR	
		G/L ACCOUNT		CK: 154201			3,265.33		
		101 42110-01-394.00 P.C. SOFTWARE PURCHASES				2,210.00	DEC'23 APP SUPPORT/FIBER SVCS		
		101 42110-01-394.00 P.C. SOFTWARE PURCHASES				381.00	DEC'23 APP SUPPORT/FIBER SVCS		
		101 42210-01-329.00 OTHER COMMUNICATION COSTS				248.00	DEC'23 APP SUPPORT/FIBER SVCS		
		101 41810-01-391.00 P.C. MAINTENANCE				426.33	DEC'23 APP SUPPORT/FIBER SVCS		
				REG. CHECK		1	3,265.33	3,265.33CR	0.00
							3,265.33	0.00	
01-004207 LVC COMPANIES									
I	129432	FIRE EXTINGUISHER MAINTENAN	APBNK	12/14/2023	R	12/07/2023	198.10	198.10CR	
		G/L ACCOUNT		CK: 154202			198.10		
		101 42110-01-242.00 MINOR EQUIPMENT				198.10	FIRE EXTINGUISHER MAINTENANCE		
				REG. CHECK		1	198.10	198.10CR	0.00
							198.10	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-004303 MACQUEEN EMERGENCY									
I 020445PP		2 SET OF FIRE GEAR	APBNK 12/14/2023	R		11/28/2023	7,950.00	7,950.00CR	
		G/L ACCOUNT		CK: 154203			7,950.00		
		101 42210-01-580.00 OTHER EQUIPMENT PURCHASES				7,950.00	2 SET OF FIRE GEAR		
I P11435		PARTS	APBNK 12/14/2023	R		2/02/2023	374.64	374.64CR	
		G/L ACCOUNT		CK: 154203			374.64		
		101 43100-01-221.00 EQUIPMENT PARTS				374.64	PARTS		
I P16028		TFT NOZZLE REPAIR	APBNK 12/14/2023	R		6/02/2023	396.62	396.62CR	
		G/L ACCOUNT		CK: 154203			396.62		
		101 43100-01-221.00 EQUIPMENT PARTS				396.62	TFT NOZZLE REPAIR		
				REG. CHECK		1	8,721.26	8,721.26CR	0.00
							8,721.26	0.00	
01-006092 MALEKU COFFEE									
I 100		EXPO COFFEE	APBNK 12/14/2023	R		11/27/2023	790.00	790.00CR	
		G/L ACCOUNT		CK: 154204			790.00		
		201 46300-01-219.00 OTHER OPERATING SUPPLIES				790.00	EXPO COFFEE		
				REG. CHECK		1	790.00	790.00CR	0.00
							790.00	0.00	
01-003535 MANSFIELD OIL COMPANY									
I 24838325		286 GAL UNLEADED FUEL	APBNK 12/14/2023	R		11/27/2023	727.89	727.89CR	
		G/L ACCOUNT		CK: 154205			727.89		
		101 43100-01-212.00 MOTOR FUELS				727.89	286 GAL UNLEADED FUEL		
I 24838335		2,700 GAL UNLEADED FUEL	APBNK 12/14/2023	R		11/27/2023	7,725.36	7,725.36CR	
		G/L ACCOUNT		CK: 154205			7,725.36		
		101 43100-01-212.00 MOTOR FUELS				7,725.36	2,700 GAL UNLEADED FUEL		
I 24858060		108 GAL DIESEL FUEL	APBNK 12/14/2023	R		12/02/2023	414.21	414.21CR	
		G/L ACCOUNT		CK: 154205			414.21		
		101 43100-01-212.00 MOTOR FUELS				414.21	108 GAL DIESEL FUEL		
I 24858065		222 GAL DIESEL FUEL	APBNK 12/14/2023	R		12/02/2023	798.66	798.66CR	
		G/L ACCOUNT		CK: 154205			798.66		
		101 43100-01-212.00 MOTOR FUELS				798.66	222 GAL DIESEL FUEL		
I 24858068		112 GAL DIESEL FUEL	APBNK 12/14/2023	R		12/02/2023	427.70	427.70CR	
		G/L ACCOUNT		CK: 154205			427.70		
		101 43100-01-212.00 MOTOR FUELS				427.70	112 GAL DIESEL FUEL		

PACKET: 06870 12/14/2023 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	24858069	1,087 GAL DIESEL FUEL	APBNK	12/14/2023 R		12/02/2023	4,015.43	4,015.43CR	
		G/L ACCOUNT		CK: 154205			4,015.43		
		101 43100-01-212.00 MOTOR FUELS				4,015.43	1,087 GAL DIESEL FUEL		
I	24858075	247 GAL DIESEL FUEL	APBNK	12/14/2023 R		12/02/2023	882.98	882.98CR	
		G/L ACCOUNT		CK: 154205			882.98		
		101 43100-01-212.00 MOTOR FUELS				882.98	247 GAL DIESEL FUEL		
				REG. CHECK		1	14,992.23	14,992.23CR	0.00
							14,992.23	0.00	
01-002533 MARCO TECHNOLOGIES LLC									
I	INV11900235	COPIER USAGE 10/25/23-11/24	APBNK	12/14/2023 R		11/29/2023	1,515.36	1,515.36CR	
		G/L ACCOUNT		CK: 154206			1,515.36		
		101 41810-01-202.00 DUPLICATING & COPYING COSTS				1,515.36	COPIER USAGE 10/25/23-11/24/23		
				REG. CHECK		1	1,515.36	1,515.36CR	0.00
							1,515.36	0.00	
01-005450 MARIE RIDGEWAY LICSW, LLC									
I	2482	COUNSELING CHECK IN & THERA	APBNK	12/14/2023 R		11/30/2023	760.00	760.00CR	
		G/L ACCOUNT		CK: 154207			760.00		
		101 42110-01-319.00 OTHER PROFESSIONAL SERVICES				760.00	COUNSELING CHECK IN & THERAPY		
				REG. CHECK		1	760.00	760.00CR	0.00
							760.00	0.00	
01-130280 MASTER ELECTRIC CO INC									
I	SD47809	LIFT ST'N 6 CABINET INSTALL	APBNK	12/14/2023 R		9/29/2023	2,183.17	2,183.17CR	
		G/L ACCOUNT		CK: 154208			2,183.17		
		602 49450-01-530.00 IMPROVEMENTS OTHER THAN BLDGS				2,183.17	LIFT ST'N 6 CABINET INSTALL		
I	SD48888	CABINET INSTALL	APBNK	12/14/2023 R		11/30/2023	2,911.00	2,911.00CR	
		G/L ACCOUNT		CK: 154208			2,911.00		
		602 49450-01-530.00 IMPROVEMENTS OTHER THAN BLDGS				2,911.00	CABINET INSTALL		
I	SD48889	SANITARY LIFT ST'N 1 SERV C	APBNK	12/14/2023 R		11/30/2023	440.00	440.00CR	
		G/L ACCOUNT		CK: 154208			440.00		
		602 49451-01-403.00 CONTRACTED R & M-OTHER IMPROV				440.00	SANITARY LIFT ST'N 1 SERV CALL		
I	SD48890	PINE TREE XMAS LIGHT OUTLET	APBNK	12/14/2023 R		11/30/2023	748.28	748.28CR	
		G/L ACCOUNT		CK: 154208			748.28		
		101 43121-01-403.00 CONTRACTED R & M-OTHER IMPROV				748.28	PINE TREE XMAS LIGHT OUTLET		

PACKET: 06870 12/14/2023 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 SD48891		REPAIR UNDERGROUND WIRING	APBNK	12/14/2023 R		11/30/2023	478.06	478.06CR	
		G/L ACCOUNT		CK: 154208			478.06		
		608 49508-01-409.00 OTHER CONTRACTED REPAIR & MAIN					478.06	REPAIR UNDERGROUND WIRING	
				REG. CHECK			1 6,760.51	6,760.51CR	0.00
							6,760.51	0.00	
01-003989 MCNAMARA CONTRACTING INC									
I 34298		BONAIRE PATH MEDIAN EXTENSI	APBNK	12/14/2023 R		11/14/2023	35,675.00	35,675.00CR	
		G/L ACCOUNT		CK: 154209			35,675.00		
		446 48000-01-530.00 IMPROVEMENTS OTHER THAN BLDGS					35,675.00	BONAIRE PATH MEDIAN EXTENSION	
				REG. CHECK			1 35,675.00	35,675.00CR	0.00
							35,675.00	0.00	
01-130575 MCNAMARA CONTRACTING INC									
I 5600		2.03 TON SPWEA240	APBNK	12/14/2023 R		11/27/2023	131.95	131.95CR	
		G/L ACCOUNT		CK: 154210			131.95		
		101 43121-01-231.00 BITUMINOUS PATCHING MATERIALS					131.95	2.03 TON SPWEA240	
				REG. CHECK			1 131.95	131.95CR	0.00
							131.95	0.00	
01-001863 MEDICINE LAKE TOURS									
I 2023-0506		SENIOR BUS TRIP	APBNK	12/14/2023 R		11/29/2023	1,530.00	1,530.00CR	
		G/L ACCOUNT		CK: 154211			1,530.00		
		101 45100-87-219.00 OTHER OPERATING SUPPLIES					1,530.00	SENIOR BUS TRIP	
				REG. CHECK			1 1,530.00	1,530.00CR	0.00
							1,530.00	0.00	
01-136955 MEI TOTAL ELEVATOR SOLUTION									
I 1049797		DECEMBER ELEVATOR INSPECTIO	APBNK	12/14/2023 R		12/01/2023	182.58	182.58CR	
		G/L ACCOUNT		CK: 154212			182.58		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES					182.58	DECEMBER ELEVATOR INSPECTION	
				REG. CHECK			1 182.58	182.58CR	0.00
							182.58	0.00	

PACKET: 06870 12/14/2023 AP CHECK RUN
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-130725 MENARDS-APPLE VALLEY									
I 64197		LANDSCAPE MATERIALS	APBNK 12/14/2023	R		11/03/2023	142.35	142.35CR	
		G/L ACCOUNT		CK: 154213			142.35		
		101 43121-01-225.00 LANDSCAPING MATERIALS					142.35 LANDSCAPE MATERIALS		
I 65549		SOAP,RV ANTIFREEZE,4 CYCLE	APBNK 12/14/2023	R		11/29/2023	160.43	160.43CR	
		G/L ACCOUNT		CK: 154213			160.43		
		101 42210-01-219.00 OTHER OPERATING SUPPLIES					160.43 SOAP,RV ANTIFREEZE,4 CYCLE GAS		
				REG. CHECK		1	302.78	302.78CR	0.00
							302.78	0.00	
01-130975 METRO COUNCIL ENV SERV									
I 0001165626		WASTEWATER SERVICE-JANUARY	APBNK 12/14/2023	R		12/01/2023	150,666.91	150,666.91CR	
		G/L ACCOUNT		CK: 154214			150,666.91		
		602 15510 PREPAID METRO SEWER CHARGES					150,666.91 WASTEWATER SERVICE-JANUARY		
				REG. CHECK		1	150,666.91	150,666.91CR	0.00
							150,666.91	0.00	
01-131025 METRO COUNCIL ENV SERV									
I 2023-0518		NOVEMBER 2023 METRO SAC PMT	APBNK 12/14/2023	R		12/08/2023	78,724.80	78,724.80CR	
		G/L ACCOUNT		CK: 154215			78,724.80		
		101 20815 METRO SAC FOR MWCC					78,724.80 NOVEMBER 2023 METRO SAC PMT		
				REG. CHECK		1	78,724.80	78,724.80CR	0.00
							78,724.80	0.00	
01-005706 MIDWEST MACHINERY CO									
I 9856803		CHAINSAW PARTS	APBNK 12/14/2023	R		11/16/2023	44.49	44.49CR	
		G/L ACCOUNT		CK: 154216			44.49		
		101 43100-01-221.00 EQUIPMENT PARTS					44.49 CHAINSAW PARTS		
I 9870467		ROTOR KIT	APBNK 12/14/2023	R		11/29/2023	89.25	89.25CR	
		G/L ACCOUNT		CK: 154216			89.25		
		101 45202-01-221.00 EQUIPMENT PARTS					89.25 ROTOR KIT		
				REG. CHECK		1	133.74	133.74CR	0.00
							133.74	0.00	

PACKET: 06870 12/14/2023 AP CHECK RUN
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-004744 MINDFUL HEALTH									
I 2023-0514		SENIOR YOGA CLASS	APBNK 12/14/2023 R			11/30/2023	342.00	342.00CR	
		G/L ACCOUNT		CK: 154217			342.00		
		101 45100-93-219.00 OTHER OPERATING SUPPLIES				342.00	SENIOR YOGA CLASS		
				REG. CHECK		1	342.00	342.00CR	0.00
							342.00	0.00	
01-040600 MN DEPT OF LABOR & INDUSTRY									
I 2023-0520		NOVEMBER 2023 STATE SURCHAR	APBNK 12/14/2023 R			12/08/2023	5,426.03	5,426.03CR	
		G/L ACCOUNT		CK: 154218			5,426.03		
		101 20810 BUILDING PERMIT SURCHARGE				5,061.47	NOVEMBER 2023 STATE SURCHARGE		
		101 20811 BUILDING PMT SURCHARGE-SET FEE				95.06	NOVEMBER 2023 STATE SURCHARGE		
		101 20820 ELECTRICAL PERMIT SURCHARGE				84.28	NOVEMBER 2023 STATE SURCHARGE		
		101 20860 HEATING/AIR COND PERMIT SURCHG				61.74	NOVEMBER 2023 STATE SURCHARGE		
		101 20830 PLUMBING PERMIT SURCHARGE				81.34	NOVEMBER 2023 STATE SURCHARGE		
		101 20850 SEWER PERMIT SURCHARGE				42.14	NOVEMBER 2023 STATE SURCHARGE		
				REG. CHECK		1	5,426.03	5,426.03CR	0.00
							5,426.03	0.00	
01-136832 MN DEPT OF LABOR & INDUSTRY									
I ALR0156448X		SC ANNUAL ELEVATOR PERMIT	APBNK 12/14/2023 R			11/25/2023	100.00	100.00CR	
		G/L ACCOUNT		CK: 154219			100.00		
		101 45100-30-404.00 CONTRACTED MACH & EQUIP R & M				100.00	SC ANNUAL ELEVATOR PERMIT		
				REG. CHECK		1	100.00	100.00CR	0.00
							100.00	0.00	
01-000031 MN DEPT OF REVENUE									
I 202312120075		OCTOBER AMENDED RETURN	APBNK 12/01/2023 D			12/01/2023	290.44	290.44CR	
		G/L ACCOUNT		CK: 001716			290.44		
		601 22810 SALES TAX PAYABLE				289.56	OCTOBER AMENDED RETURN		
		101 41520-01-439.00 OTHER MISCELLANEOUS CHARGES				0.88	OCTOBER AMENDED RETURN		
				DRAFTS		1	290.44	290.44CR	0.00
							290.44	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
01-003882 MN OCC HEALTH - LOCKBOX 135									
	I 444069	PRE-EMPLOYMENT SCREENINGS	APBNK 12/14/2023 R			11/30/2023	369.00	369.00CR	
		G/L ACCOUNT		CK: 154220			369.00		
		101 41320-31-305.00 MEDICAL & DENTAL FEES					369.00	PRE-EMPLOYMENT SCREENINGS	
				REG. CHECK			1 369.00	369.00CR	0.00
							369.00	0.00	
01-002214 MN POLLUTION CONTROL AGY									
	I 2023-0515	WASTEWATER CERT RENEWAL	APBNK 12/14/2023 R			12/04/2023	23.00	23.00CR	
		G/L ACCOUNT		CK: 154221			23.00		
		602 49450-01-437.00 CONFERENCES & SEMINARS					23.00	WASTEWATER CERT RENEWAL	
				REG. CHECK			1 23.00	23.00CR	0.00
							23.00	0.00	
01-137535 MN ST FIRE CHIEFS ASSN									
	I 6585	FOTOS TRAINING-EIDE	APBNK 12/14/2023 R			11/15/2023	285.00	285.00CR	
		G/L ACCOUNT		CK: 154222			285.00		
		101 42210-01-331.00 TRAVEL EXPENSE					285.00	FOTOS TRAINING-EIDE	
				REG. CHECK			1 285.00	285.00CR	0.00
							285.00	0.00	
01-138820 MOTOROLA SOLUTIONS INC									
	I 8281757227	MOBILE RADIO FOR CHIEF 2 VE	APBNK 12/14/2023 R			11/14/2023	5,004.32	5,004.32CR	
		G/L ACCOUNT		CK: 154223			5,004.32		
		207 49007-01-550.00 MOTOR VEHICLE PURCHASES					5,004.32	MOBILE RADIO FOR CHIEF 2 VEH	
				REG. CHECK			1 5,004.32	5,004.32CR	0.00
							5,004.32	0.00	
01-003522 MULTI-SERVICES INC									
	I 51005	DECEMBER CLEANING SERVICE	APBNK 12/14/2023 R			12/01/2023	5,550.00	5,550.00CR	
		G/L ACCOUNT		CK: 154224			5,550.00		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES					5,550.00	DECEMBER CLEANING SERVICE	
				REG. CHECK			1 5,550.00	5,550.00CR	0.00
							5,550.00	0.00	

PACKET: 06870 12/14/2023 AP CHECK RUN
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-002923 NES									
I 5758		COATED THE CAN AT LIFT 4	APBNK 12/14/2023	R		11/30/2023	4,367.00	4,367.00CR	
		G/L ACCOUNT		CK: 154225			4,367.00		
		602 49450-01-403.00 CONTRACTED R & M-OTHER IMPROV					4,367.00 COATED THE CAN AT LIFT 4		
				REG. CHECK		1	4,367.00	4,367.00CR	0.00
							4,367.00	0.00	
01-005635 NOVAK WEATHER CONSULTANTS									
I 964		WEATHER CONSULTANT	APBNK 12/14/2023	R		12/01/2023	249.00	249.00CR	
		G/L ACCOUNT		CK: 154226			249.00		
		101 43121-01-216.00 CHEMICALS & CHEMICAL PRODUCTS					249.00 WEATHER CONSULTANT		
				REG. CHECK		1	249.00	249.00CR	0.00
							249.00	0.00	
01-004740 PELLICCI ACE ROSEMOUNT									
I 11105/R		SCREWS	APBNK 12/14/2023	R		12/04/2023	29.98	29.98CR	
		G/L ACCOUNT		CK: 154227			29.98		
		101 45202-01-221.00 EQUIPMENT PARTS					29.98 SCREWS		
I 11125/R		3-WIRE PLUG, CLEAN ERASER	APBNK 12/14/2023	R		12/07/2023	20.06	20.06CR	
		G/L ACCOUNT		CK: 154227			20.06		
		601 49400-01-229.00 OTHER MAINTENANCE SUPPLIES					20.06 3-WIRE PLUG, CLEAN ERASER		
				REG. CHECK		1	50.04	50.04CR	0.00
							50.04	0.00	
01-004766 STACEY POPP									
I 2023-0523		SENIOR YOGA CLASS	APBNK 12/14/2023	R		11/21/2023	288.00	288.00CR	
		G/L ACCOUNT		CK: 154228			288.00		
		101 45100-93-219.00 OTHER OPERATING SUPPLIES					288.00 SENIOR YOGA CLASS		
				REG. CHECK		1	288.00	288.00CR	0.00
							288.00	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
01-180060 R & R SPECIALTIES OF WI									
I 0080603-IN		BLADE SHARPENING	APBNK 12/14/2023 R			11/30/2023	105.00	105.00CR	
		G/L ACCOUNT		CK: 154229			105.00		
		650 45130-01-221.00 EQUIPMENT PARTS				105.00	BLADE SHARPENING		
				REG. CHECK		1	105.00	105.00CR	0.00
							105.00	0.00	
01-003593 REGENTS OF THE									
I 0430007257		RANGE FEE-NIGHT SHOOT	APBNK 12/14/2023 R			12/04/2023	962.50	962.50CR	
		G/L ACCOUNT		CK: 154230			962.50		
		101 42110-01-437.00 CONFERENCES & SEMINARS				962.50	RANGE FEE-NIGHT SHOOT		
				REG. CHECK		1	962.50	962.50CR	0.00
							962.50	0.00	
01-180675 RENT 'N' SAVE									
I 76087		OCT PORTABLE SERVICES	APBNK 12/14/2023 R			10/31/2023	3,727.25	3,727.25CR	
		G/L ACCOUNT		CK: 154231			3,727.25		
		101 45100-01-415.00 OTHER EQUIPMENT RENTAL				3,727.25	OCT PORTABLE SERVICES		
I 76088		NOV PORTABLE SERVICES	APBNK 12/14/2023 R			11/30/2023	385.00	385.00CR	
		G/L ACCOUNT		CK: 154231			385.00		
		101 45100-01-415.00 OTHER EQUIPMENT RENTAL				385.00	NOV PORTABLE SERVICES		
				REG. CHECK		1	4,112.25	4,112.25CR	0.00
							4,112.25	0.00	
01-006098 ROCK OIL REFINING INC									
I 305742		USED OIL RECYCLING	APBNK 12/14/2023 R			12/05/2023	375.00	375.00CR	
		G/L ACCOUNT		CK: 154232			375.00		
		101 43100-01-219.00 OTHER OPERATING SUPPLIES				375.00	USED OIL RECYCLING		
				REG. CHECK		1	375.00	375.00CR	0.00
							375.00	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
01-005873 ROSEMOUNT HS GIRLS SWIM & D									
I 2023-0516		PERMIT 5082-DAMAGE DEPOSIT	APBNK 12/14/2023	R		12/04/2023	300.00	300.00CR	
		G/L ACCOUNT		CK: 154233			300.00		
		101 22005 REFUNDS PAYABLE - P&R				300.00	PERMIT 5082-DAMAGE DEPOSIT		
				REG. CHECK		1	300.00	300.00CR	0.00
							300.00	0.00	
01-006099 SCANNELL PROPERTIES LLC									
I 2023-0521		REFUND 2021 AUAR ESCROW	APBNK 12/14/2023	R		12/01/2023	19,384.75	19,384.75CR	
		G/L ACCOUNT		CK: 154234			19,384.75		
		101 11501 SCANNELL PROPERTIES AUAR				19,384.75	REFUND 2021 AUAR ESCROW		
				REG. CHECK		1	19,384.75	19,384.75CR	0.00
							19,384.75	0.00	
01-005816 SEEFRIED PSO ROSEMOUNT, LLC									
I 2023-0522		CP 2021-11 FUND CLOSE OUT	APBNK 12/14/2023	R		12/04/2023	82,109.63	82,109.63CR	
		G/L ACCOUNT		CK: 154235			82,109.63		
		468 48000-01-439.00 OTHER MISCELLANEOUS CHARGES				82,109.63	CP 2021-11 FUND CLOSE OUT		
				REG. CHECK		1	82,109.63	82,109.63CR	0.00
							82,109.63	0.00	
01-190580 SENTRY SYSTEMS INC									
I 789678		FS #1 MONITORING-DEC,JAN,FE	APBNK 12/14/2023	R		12/01/2023	81.30	81.30CR	
		G/L ACCOUNT		CK: 154236			81.30		
		101 42210-01-439.00 OTHER MISCELLANEOUS CHARGES				81.30	FS #1 MONITORING-DEC,JAN,FEB		
				REG. CHECK		1	81.30	81.30CR	0.00
							81.30	0.00	
01-002878 SHRED RIGHT									
I 0012586		SHREDDING SERVICES	APBNK 12/14/2023	R		11/17/2023	17.73	17.73CR	
		G/L ACCOUNT		CK: 154237			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	

PACKET: 06870 12/14/2023 AP CHECK RUN
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-001474 SRF CONSULTING GROUP INC									
I 16955.00-4		ASPEN AVE EXTENSION IMPROV	APBNK	12/14/2023	R	11/30/2023	23,558.21	23,558.21CR	
		G/L ACCOUNT		CK: 154238			23,558.21		
		493 48000-01-303.00 ENGINEERING FEES				23,558.21	ASPEN AVE EXTENSION IMPROV		
				REG. CHECK		1	23,558.21	23,558.21CR	0.00
							23,558.21	0.00	
01-004997 STERICYCLE INC									
I 8005491781		SHREDDING SERVICES	APBNK	12/14/2023	R	11/30/2023	305.90	305.90CR	
		G/L ACCOUNT		CK: 154239			305.90		
		101 42110-01-203.00 PRINTED FORMS & PAPER				305.90	SHREDDING SERVICES		
				REG. CHECK		1	305.90	305.90CR	0.00
							305.90	0.00	
01-192536 STREICHER'S									
I I1666516		CSO UNIFORM	APBNK	12/14/2023	R	11/20/2023	99.98	99.98CR	
		G/L ACCOUNT		CK: 154240			99.98		
		101 42110-01-217.00 CLOTHING ALLOWANCE - POLICE				99.98	CSO UNIFORM		
I I1666517		CSO UNIFORM	APBNK	12/14/2023	R	11/20/2023	109.98	109.98CR	
		G/L ACCOUNT		CK: 154240			109.98		
		101 42110-01-217.00 CLOTHING ALLOWANCE - POLICE				109.98	CSO UNIFORM		
I I1666519		CSO UNIFORM	APBNK	12/14/2023	R	11/20/2023	1,166.84	1,166.84CR	
		G/L ACCOUNT		CK: 154240			1,166.84		
		101 42110-01-217.00 CLOTHING ALLOWANCE - POLICE				1,166.84	CSO UNIFORM		
I I1666657		CSO UNIFORM	APBNK	12/14/2023	R	11/20/2023	23.98	23.98CR	
		G/L ACCOUNT		CK: 154240			23.98		
		101 42110-01-217.00 CLOTHING ALLOWANCE - POLICE				23.98	CSO UNIFORM		
				REG. CHECK		1	1,400.78	1,400.78CR	0.00
							1,400.78	0.00	
01-003580 SUNBELT RENTALS INC									
I 147360760-0001		34' MAN LIFT RENTAL	APBNK	12/14/2023	R	11/24/2023	1,791.00	1,791.00CR	
		G/L ACCOUNT		CK: 154241			1,791.00		
		101 43121-01-415.00 OTHER EQUIPMENT RENTAL				1,791.00	34' MAN LIFT RENTAL		

PACKET: 06870 12/14/2023 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	1,791.00 / 1,791.00	1,791.00CR / 0.00	0.00

01-001609 THOMSON REUTERS-WEST

I 849358204	NOV CLEAR CHARGES	APBNK 12/14/2023 R	12/01/2023	212.18	212.18CR			
	G/L ACCOUNT	CK: 154242		212.18				
	101 42110-01-433.00	DUES & SUBSCRIPTIONS		212.18	NOV CLEAR CHARGES			
		REG. CHECK		1	212.18 / 212.18	212.18CR / 0.00	0.00	

01-200945 THYSSENKRUPP ELEVATOR CORP

I 3007608082	ELEVATOR SERVICE	APBNK 12/14/2023 R	12/01/2023	530.82	530.82CR			
	G/L ACCOUNT	CK: 154243		530.82				
	650 45130-01-404.00	CONTRACTED MACH & EQUIP R & M		265.40	ELEVATOR SERVICE			
	101 45100-01-404.00	CONTRACTED MACH & EQUIP R & M		132.71	ELEVATOR SERVICE			
	101 11510	NATIONAL GUARD A/R		132.71	ELEVATOR SERVICE			
		REG. CHECK		1	530.82 / 530.82	530.82CR / 0.00	0.00	

01-005885 TINY MOBILE ROBOTS US LLC

I SUB/2023/0183	TECH SUPPORT PACKAGE	APBNK 12/14/2023 R	11/23/2023	1,790.00	1,790.00CR			
	G/L ACCOUNT	CK: 154244		1,790.00				
	101 45202-01-221.00	EQUIPMENT PARTS		1,790.00	TECH SUPPORT PACKAGE			
		REG. CHECK		1	1,790.00 / 1,790.00	1,790.00CR / 0.00	0.00	

01-005720 TMG CONSTRUCTION INC

I 2023-0524	FLINT HILLS TRAILHEAD BUILD	APBNK 12/14/2023 R	10/12/2023	68,298.27	68,298.27CR			
	G/L ACCOUNT	CK: 154245		68,298.27				
	205 49005-01-538.00	IMPROV OTHER THAN BLDGS		68,298.27	FLINT HILLS TRAILHEAD BUILDING			
		REG. CHECK		1	68,298.27 / 68,298.27	68,298.27CR / 0.00	0.00	

PACKET: 06870 12/14/2023 AP CHECK RUN
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-005592 TRACKER,A DIVISION OF C2, L									
I	01-07124	INVEST MAINT 1/1/24-12/31/2	APBNK	12/14/2023	R	12/01/2023	6,420.00	6,420.00CR	
		G/L ACCOUNT		CK: 154246			6,420.00		
		101 15500 PREPAID ITEMS				6,420.00	INVEST MAINT 1/1/24-12/31/24		
				REG. CHECK		1	6,420.00	6,420.00CR	0.00
							6,420.00	0.00	
01-201830 TRI STATE BOBCAT INC									
I	P08358	PARTS	APBNK	12/14/2023	R	11/20/2023	381.62	381.62CR	
		G/L ACCOUNT		CK: 154247			381.62		
		101 43100-01-221.00 EQUIPMENT PARTS				381.62	PARTS		
				REG. CHECK		1	381.62	381.62CR	0.00
							381.62	0.00	
01-002192 TYLER TECHNOLOGIES									
I	025-445475	ANNUAL SOFTWARE & SYSTEM MA	APBNK	12/14/2023	R	12/01/2023	15,035.61	15,035.61CR	
		G/L ACCOUNT		CK: 154248			15,035.61		
		101 15500 PREPAID ITEMS				15,035.61	ANNUAL SOFTWARE & SYSTEM MAINT		
				REG. CHECK		1	15,035.61	15,035.61CR	0.00
							15,035.61	0.00	
01-211917 US BANK									
I	7129550	G.O. UTILITY 2015A AGENT FE	APBNK	12/14/2023	R	11/25/2023	550.00	550.00CR	
		G/L ACCOUNT		CK: 154249			550.00		
		612 47000-01-621.00 BOND PAYING AGENT & ADMIN FEES				550.00	G.O. UTILITY 2015A AGENT FEES		
I	7129551	G.O. SERIES 2015B AGENT FEE	APBNK	12/14/2023	R	11/25/2023	550.00	550.00CR	
		G/L ACCOUNT		CK: 154249			550.00		
		302 47000-01-621.00 BOND PAYING AGENT & ADMIN FEES				550.00	G.O. SERIES 2015B AGENT FEES		
I	7129557	G.O. TIF 2015A AGENT FEES	APBNK	12/14/2023	R	11/25/2023	500.00	500.00CR	
		G/L ACCOUNT		CK: 154249			500.00		
		384 47000-01-621.00 BOND PAYING AGENT & ADMIN FEES				500.00	G.O. TIF 2015A AGENT FEES		
				REG. CHECK		1	1,600.00	1,600.00CR	0.00
							1,600.00	0.00	

PACKET: 06870 12/14/2023 AP CHECK RUN
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-000847 VALLEY-RICH CO INC									
I 32703		SERVICE REPAIR	APBNK 12/14/2023	R		10/16/2023	5,673.10	5,673.10CR	
		G/L ACCOUNT		CK: 154250			5,673.10		
		601 49400-01-403.00 CONTRACTED R & M-OTHER IMPROV				5,673.10	SERVICE REPAIR		
				REG. CHECK		1	5,673.10	5,673.10CR	0.00
							5,673.10	0.00	
01-220150 VAN PAPER COMPANY									
I 054409		PAPER PRODUCTS-CITY HALL	APBNK 12/14/2023	R		11/17/2023	2,066.06	2,066.06CR	
		G/L ACCOUNT		CK: 154251			2,066.06		
		101 41940-01-208.00 MISCELLANEOUS SUPPLIES				2,066.06	PAPER PRODUCTS-CITY HALL		
				REG. CHECK		1	2,066.06	2,066.06CR	0.00
							2,066.06	0.00	
01-220480 VERIZON WIRELESS									
I 9948965214		PD CELLULAR SERVICE 11/10/2	APBNK 12/14/2023	R		11/10/2023	1,364.36	1,364.36CR	
		G/L ACCOUNT		CK: 154252			1,364.36		
		101 42110-01-321.00 TELEPHONE COSTS				1,364.36	PD CELLULAR SERVICE 11/10/2023		
I 9950025262		CELLULAR SERVICE 11/23/2023	APBNK 12/14/2023	R		11/23/2023	3,452.48	3,452.48CR	
		G/L ACCOUNT		CK: 154252			3,452.48		
		101 41110-01-321.00 TELEPHONE COSTS				41.47	CELLULAR SERVICE 11/23/2023		
		101 41320-01-321.00 TELEPHONE COSTS				82.94	CELLULAR SERVICE 11/23/2023		
		101 41910-01-329.00 OTHER COMMUNICATION COSTS				430.77	CELLULAR SERVICE 11/23/2023		
		101 41940-01-321.00 TELEPHONE COSTS				62.17	CELLULAR SERVICE 11/23/2023		
		101 43121-01-321.00 TELEPHONE COSTS				308.92	CELLULAR SERVICE 11/23/2023		
		101 45100-01-321.00 TELEPHONE COSTS				534.84	CELLULAR SERVICE 11/23/2023		
		101 45100-30-321.00 TELEPHONE COSTS				73.89	CELLULAR SERVICE 11/23/2023		
		101 45202-01-321.00 TELEPHONE COSTS				614.96	CELLULAR SERVICE 11/23/2023		
		601 49400-01-321.00 TELEPHONE COSTS				316.90	CELLULAR SERVICE 11/23/2023		
		602 49450-01-321.00 TELEPHONE COSTS				316.90	CELLULAR SERVICE 11/23/2023		
		603 49500-01-321.00 TELEPHONE COSTS				501.89	CELLULAR SERVICE 11/23/2023		
		101 41520-01-321.00 TELEPHONE COSTS				46.47	CELLULAR SERVICE 11/23/2023		
		101 43100-01-321.00 TELEPHONE COSTS				120.36	CELLULAR SERVICE 11/23/2023		
I 9950025263		BACK UP SCADA DIALER	APBNK 12/14/2023	R		11/23/2023	52.34	52.34CR	
		G/L ACCOUNT		CK: 154252			52.34		
		603 49500-01-321.00 TELEPHONE COSTS				17.44	BACK UP SCADA DIALER		
		601 49400-01-321.00 TELEPHONE COSTS				17.45	BACK UP SCADA DIALER		
		602 49450-01-321.00 TELEPHONE COSTS				17.45	BACK UP SCADA DIALER		

PACKET: 06870 12/14/2023 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	4,869.18 / 4,869.18	4,869.18CR / 0.00	0.00

01-002340 VONBANK LAWN CARE

I 25561829	CONTRACTED SNOW REMOVAL	APBNK	12/14/2023	R	11/30/2023	750.00	750.00CR
	G/L ACCOUNT		CK: 154254			750.00	
	101 43121-01-411.00	CONTRACTED SNOW REMOVAL			750.00	CONTRACTED SNOW REMOVAL	
		REG. CHECK			1	750.00 / 750.00	750.00CR / 0.00

01-005240 WARSAW SOLAR, LLC

I 2311-6994F	OCTOBER SOLAR SUBSCRIPTIONS	APBNK	12/14/2023	R	11/27/2023	14,858.68	14,858.68CR
	G/L ACCOUNT		CK: 154255			14,858.68	
	101 41940-01-381.00	ELECTRIC UTILITIES			4,664.18	OCTOBER SOLAR SUBSCRIPTIONS	
	601 49407-01-381.00	ELECTRIC UTILITIES			424.31	OCTOBER SOLAR SUBSCRIPTIONS	
	601 49410-01-381.00	ELECTRIC UTILITIES			478.08	OCTOBER SOLAR SUBSCRIPTIONS	
	601 49412-01-381.00	ELECTRIC UTILITIES			2,187.13	OCTOBER SOLAR SUBSCRIPTIONS	
	650 45130-01-381.00	ELECTRIC UTILITIES			7,104.98	OCTOBER SOLAR SUBSCRIPTIONS	
		REG. CHECK			1	14,858.68 / 14,858.68	14,858.68CR / 0.00

01-005231 WHITEWOOD GRAPHICS

I 2788R	LOGOS & RED LINE DASHER BOA	APBNK	12/14/2023	R	11/30/2023	525.00	525.00CR
	G/L ACCOUNT		CK: 154256			525.00	
	650 45130-01-221.00	EQUIPMENT PARTS			525.00	LOGOS & RED LINE DASHER BOARD	
I 2790R	SIGNAGE SHEET HOLDERS	APBNK	12/14/2023	R	11/30/2023	180.00	180.00CR
	G/L ACCOUNT		CK: 154256			180.00	
	650 45130-01-221.00	EQUIPMENT PARTS			180.00	SIGNAGE SHEET HOLDERS	
		REG. CHECK			1	705.00 / 705.00	705.00CR / 0.00

01-004606 WILLIAMS SCOTSMAN INC

I 9019597830	BLOOMFIELD WARM'G HOUSE REN	APBNK	12/14/2023	R	12/04/2023	5,231.54	5,231.54CR
	G/L ACCOUNT		CK: 154257			5,231.54	
	101 45100-01-415.00	OTHER EQUIPMENT RENTAL			5,231.54	BLOOMFIELD WARM'G HOUSE RENTAL	

PACKET: 06870 12/14/2023 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	5,231.54 / 5,231.54	5,231.54CR / 0.00	0.00

01-003029 WINCO/WINDSCAPES INC

I LS100	RETAINING WALL DAMAGE REPAI	APBNK	12/14/2023	R	12/01/2023	981.20	981.20CR	
	G/L ACCOUNT		CK: 154258			981.20		
	101 43121-01-225.00	LANDSCAPING MATERIALS				490.60	RETAINING WALL DAMAGE REPAIR	
	101 45202-01-225.00	LANDSCAPING MATERIALS				490.60	RETAINING WALL DAMAGE REPAIR	
		REG. CHECK				1	981.20 / 981.20	981.20CR / 0.00	0.00

01-231910 WSB AND ASSOCIATES INC

I 22511-000-3	UMORE AUAR UPDATE 2023	APBNK	12/14/2023	R	6/26/2023	1,955.00	1,955.00CR	
	G/L ACCOUNT		CK: 154259			1,955.00		
	101 41910-01-319.00	OTHER PROFESIONAL SERVICES				1,955.00	UMORE AUAR UPDATE 2023	
		REG. CHECK				1	1,955.00 / 1,955.00	1,955.00CR / 0.00	0.00

01-240010 XCEL ENERGY

I 0010071743-0 11/23	FH REC COMPLEX IRRIGATION	APBNK	12/14/2023	R	11/21/2023	337.02	337.02CR	
	G/L ACCOUNT		CK: 154260			337.02		
	101 45202-01-381.00	ELECTRIC UTILITIES				337.02	FH REC COMPLEX IRRIGATION	
I 0010575696-0 11/23	ERICKSON PARK TENNIS COURTS	APBNK	12/14/2023	R	11/21/2023	121.70	121.70CR	
	G/L ACCOUNT		CK: 154260			121.70		
	101 45202-01-381.00	ELECTRIC UTILITIES				121.70	ERICKSON PARK TENNIS COURTS	
I 0011108910-3 11/23	RSMT SC-ACTIVITY CENTER	APBNK	12/14/2023	R	11/21/2023	1,206.54	1,206.54CR	
	G/L ACCOUNT		CK: 154260			1,206.54		
	101 45100-30-381.00	ELECTRIC UTILITIES				1,206.54	RSMT SC-ACTIVITY CENTER	
I 0013089608-6 11/23	WELCOME SIGN - SOUTH	APBNK	12/14/2023	R	11/21/2023	15.42	15.42CR	
	G/L ACCOUNT		CK: 154260			15.42		
	608 49508-01-381.00	ELECTRIC UTILITIES				15.42	WELCOME SIGN - SOUTH	
I 0013530257-8 11/23	FLASHING PEDESTRIAN LIGHT	APBNK	12/14/2023	R	11/21/2023	13.23	13.23CR	
	G/L ACCOUNT		CK: 154260			13.23		
	608 49508-01-381.00	ELECTRIC UTILITIES				13.23	FLASHING PEDESTRIAN LIGHT	
I 0014429306-4 11/23	POLICE & PUBLIC WORKS BUILD	APBNK	12/14/2023	R	11/21/2023	286.42	286.42CR	
	G/L ACCOUNT		CK: 154260			286.42		
	421 48000-01-381.00	ELECTRIC UTILITIES				286.42	POLICE & PUBLIC WORKS BUILDING	

PACKET: 06870 12/14/2023 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 0519839-2 11/23		UMORE LIGHTS & IRRIGATION	APBNK	12/14/2023	R	11/21/2023	213.52	213.52CR	
		G/L ACCOUNT		CK: 154260			213.52		
		101 45202-01-381.00 ELECTRIC UTILITIES				213.52	UMORE LIGHTS & IRRIGATION		
I 8053588-8 11/23		SIGNAL & STREET LIGHTS	APBNK	12/14/2023	R	11/21/2023	122.43	122.43CR	
		G/L ACCOUNT		CK: 154260			122.43		
		101 43121-01-381.00 ELECTRIC UTILITIES				46.75	SIGNAL & STREET LIGHTS		
		608 49508-01-381.00 ELECTRIC UTILITIES				75.68	SIGNAL & STREET LIGHTS		
				REG. CHECK		1	2,316.28	2,316.28CR	0.00
							2,316.28	0.00	

PACKET: 06870 12/14/2023 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	301,409.78CR
201	PORT AUTHORITY FUND	5,203.41CR
202	BUILDING CIP FUND	13,416.75CR
205	PARK IMPROVEMENT FUND	68,298.27CR
206	INSURANCE FUND	583,193.32CR
207	EQUIPMENT CIP FUND	20,115.88CR
302	DS CIP REFUNDING-2015B	550.00CR
384	DS PA TIF REFUNDING-2015A	500.00CR
403	DUNMORE 2ND ADDITION	8,770.00CR
421	PD & PW BUILDINGS PROJECT	181,282.33CR
446	BONAIRE PATH	35,675.00CR
468	PROJECT OSPREY	82,109.63CR
483	AKRON AVE SOUTH EXT	28,454.79CR
493	ASPEN AVE EXTENSION	23,558.21CR
601	WATER UTILITY FUND	122,810.99CR
602	SEWER UTILITY FUND	205,768.52CR
603	STORM WATER UTILITY FUND	38,150.16CR
608	STREET LIGHT UTILITY FUND	600.46CR
612	DS WATER REV BONDS-2015A	550.00CR
650	ARENA FUND	56,858.27CR
	** TOTALS **	1,777,275.77CR

PACKET: 06870 12/14/2023 AP CHECK RUN

VENDOR SET: 01

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

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

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS	3	1,790.44	1,790.44CR	0.00
		1,790.44	0.00	
REG-CHECKS	128	1,775,485.33	1,775,485.33CR	0.00
		1,775,485.33	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	131	1,777,275.77	1,777,275.77CR	0.00
		1,777,275.77	0.00	

ERRORS: 0 WARNINGS: 0

Leah Malecha

12/23/2023

ROSEMOUNT CITY COUNCIL
REGULAR MEETING PROCEEDINGS
DECEMBER 5, 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, December 5, 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

City Administrator Martin noted item 6.k. was added to the consent agenda to change the next City Council meeting date from the 19th to 21st. The entire agenda will be moved.

Motion by Weisensel

Motion to approve the agenda

Ayes: 5.
Nays: None. Motion carried.

PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS

None

RESPONSE TO PUBLIC COMMENT

a. Update on Jimnist LLC submittal (Project Bigfoot)

Senior Planner Nemcek thanked City Council for the additional time to provide an update on the working taking place by Jimnist, LLC specifically regarding the Alternative Urban Areawide Review (AUAR). Mr. Nemcek explained the AUAR process is a hybrid of the Environmental Assessment Worksheet (EAW) and Environmental Impact Statement (EIS) that is often used when a large area is to be developed, i.e. Prestwick Place. Once the AUAR process is complete, future projects within the AUAR boundary do not require individual EAW and EIS documents. An AUAR must be updated every 5 years to incorporate development that has occurred within AUAR area and any changes to state and federal laws.

Mr. Nemcek recapped discussions and action taken by the Planning Commission on November 28th; prior to the meeting, development consultants noted the project was able to proceed under the existing AUAR drafted in 2013 and updated in 2018. Following the planning commission meeting, staff and the project team agreed that a conservative approach with a pause to allow completion of the AUAR update prior to the City Council considering approvals, as recommended by the Planning Commission, was the best course of action. Staff noted, this project is subject to the same review criteria and process as other projects that have come before the city in recent years.

Mr. Nemcek explained objections may only be filed by agencies if the agency has evidence that the

revised document contains inaccurate or incomplete information relevant to the identification and mitigation of potentially significant environmental impacts, or that the review has not analyzed sufficient development scenarios as required by this part, or that the proposed plan for mitigation will be inadequate to prevent potentially significant environmental impacts from occurring.

City Administrator Martin noted the most recent update was adopted by Council for this area on October 16, 2018 and an update was initiated by City early in 2023, and drafted in May 2023, but delayed allowing the University time to comment on the update. Mr. Nemcek stated the UMore Park Mitigation Plan incorporated into City's 2040 Comprehensive Plan; accounting for transportation, water, sewer, and stormwater plans within UMore Park.

Prior to any Final Decisions by Council within UMore Park AUAR Area, update needs to be adopted by Council. A review period of 10 business days is required, with no Council action until 15 calendar days after publication in EQB Monitor and publication was made on December 5 means Council must wait until after December 20 to adopt AUAR prior to taking any final actions on projects within AUAR Area. Staff will provide a thorough update of the review prior to Council taking any action.

Councilmember Theisen questioned the higher-level impact an AUAR has on the land and staff confirmed the AUAR provides a more in-depth and inclusive review regarding everything on the property.

Councilmember Essler questioned the agencies responsible for doing the AUAR. Staff noted the process is a joint effort between the developer and the city. Staff noted many agencies review the document and staff experts review for accuracy and completion prior to distributing to council for final approval.

Councilmember Klimpel stated her appreciation for the additional information and thanked the planning commission for their time reviewing the project.

Public Works Director Egger elaborated on the recent action taken on a code update regarding title 10 which led to stormwater being removed from the code. Mr. Egger stated the term didn't appear anywhere else within the code and stated stormwater regulations have gotten more stringent overtime. Any development plans are reviewed and expected to meet the standards, or the projects won't get approved.

Councilmember Essler provided a statement in response to the public comment that was given at the recent City Council, Planning meetings and open house; specifically stating, the City Council appreciates the engagement. However, engagement includes listening to both sides and not expressing concerns and leaving. Councilmember Essler also stated when a developer purchases the land, they must do the work to ensure the property isn't different then what they thought they were buying.

Councilmembers stated they are looking out for all the residents in the community, the Planning Commission's responsibility is to be diligent in reviewing the projects to ensure they meet the requirements before the project goes to council and the City Council has the fiduciary responsibility for considering the projects.

PUBLIC COMMENT

Mayor Weisensel opened the floor for public comment and reminded the audience the City Council is not taking any action on Project Bigfoot this evening.

Paul Timmerman
13848 Belmont Trail

Mr. Timmerman addressed his concerns regarding safety and civility in Rosemount. Mr. Timmerman recapped recent comments that were expressed at the past planning commission meeting and stated particular ones were a threat of violence and noted violence is never the answer.

Erik Martin
15702 Crystal Path

Mr. Martin stated it was helpful to get a full explanation of what an AUAR is this evening. Mr. Martin questioned if an AUAR was done several times, but the area of land had not determined its use. Shouldn't a complete review be done once the use is established?

Karin Miller
17985 Jacquard Path
Lakeville, MN

Ms. Miller expressed concerns regarding the process and residents were shut out of the process due to the non-disclosure agreement. Ms. Miller stated that City staff had been working with the project team for quite some time which led to confusion for the public. Ms. Miller believes this sort of a project should be brought to the residents for a vote on the project. Ms. Miller appreciated the planning commission and commissioner Whiteman on the statements made regarding the AUAR expiration the past Planning Commission meeting.

Steve Turney
Former Burnsville Council member
Lonsdale, MN resident

He stated he was a former council member in Burnsville and questioned why the council would say no to this project.

Kayla Hauser
145659 Dahomey Ave West

Ms. Hauser thanked Planning Commissioner Kurt Whitman's comments at the Planning Commission November meeting. Ms. Hauser then expressed concern over Project Bigfoot environmental impact and referenced a CNN article detailing lawsuits involving Meta. Ms. Hauser expressed her concerns about keeping children safe from online bullying and advertising.

Sharon Brown
4425 Summer Court
Eagan, MN
Ms. Brown confirmed her son was referenced during the planning commission meeting where she shared, he had been out on the property before and found lead and stated the lead still remains and suggested Council members think about the safety of the soil before signing an agreement.

Mayor Weisensel ended public comment at 7:46 p.m.

Community Development Director Kienberger further discussed the process of an AUAR and informed the public interested should refer to the presentation Senior Planner Nemcek presented at the beginning of the meeting. The slides will be available during the recording. City Administrator Martin responded to a comment regarding the timing of AUARs and noted they can happen before or after development has occurred. Mayor Weisensel also stated there has been years of investigation done and to feel free to reach out to the University of Minnesota with further questions.

Councilmember Essler responded to a park dedication fee comment, noting this is a fee associated with every developer and if the developer is not building a park on the property, they pay a park dedication fee in lieu of having a park.

CONSENT AGENDA

Motion by Council Member Essler **Second by** Council Member Theisen
Motion to approve consent agenda
Ayes: 5.
Nays: None. Motion Carried.

a. Bill Listings

b. Minutes of the November 21, 2023 Regular Meeting Minutes

c. Minutes of the November 21, 2023 Special Meeting Proceedings

d. 2024 Community Waste Abatement Grant Agreement

e. Set Meeting Schedule for 2024

f. Donation Acceptance of community donations for Heroes and Helpers Event

g. Donation Acceptance from Hosanna Church for the Police Reserves

h. Designation of Polling Places for 2024 Elections

i. Approve Water Service Repair Assessment Request - 13219 Danner Path

j. Approve Amended JPA for the Diamond Path Roundabout

k. Council Meeting Date Change

PUBLIC HEARINGS

a. Establish 2024 Budget and Levy

City Administrator Martin presented the City's Final Operating Budget and the Levy for 2024 highlighting the following; record breaking growth in value of new construction, City's tax capacity valuation increased by 10.9%, new construction saved pre-existing homeowners $61 on their taxes, Police / Fire Budget accounts for 34% of the City's overall budget and the median valued home with no assessed value increase would see taxes decreased by $7 from this Budget.

The 2024 Budget shows an increase of 9.67% ($1,608,496) to the Operating Budget, which results in a 7.31% increase ($1,066,765) in the property tax levy. This levy amount is an approximately 0.60% reduction from the September work session based on the Council's direction. The City's recent debt issuance for the PD PW Campus project results in a 4.5% levy increase, making the cumulative levy increase 11.74%.

In 2024, the median home value is estimated to be a 4.99% value growth over last year's median home value. This is a significantly lower increase in valuation as compared to last year's record high, signaling the normalizing of assessed values as the market has softened.

Mr. Martin further summarized the main expenditures leading to the budget increase within the presentation and presented each departments budget and highlighted any changes. Mr. Martin also explained the lengthy process for creating the budget.

Councilmember Essler recapped where the budget was initially and how staff was able to bring the budget down. Councilmember Essler noted 80% of the budget is salary and benefits, noting the market typically doesn't go down and noted eventually there will be a shift in shifting to a full-time Fire Department.

Councilmember Theisen noted the comparison of Rosemount versus other Dakota County cities, stating even with Rosemount growth, we are keeping taxes as a top priority.

Mayor Weisensel opened the public hearing at 8:37 p.m.

Joe Girgen
15731 Cicerone Path

Mr. Girgen commented regarding the future change to the full-time Fire Department suggesting the City look into partnering with other businesses in town as their insurance rates may decrease if a full-time Fire Department is in town.

Mr. Girgen also questioned the emerald ash borer policy and whether residents are required to cut infected trees down.

Brian Rohrenbach
12485 Blanca Ave West

Mr. Rohrenbach questioned when streetlights will be placed in his neighborhood.

Motion by Weisensel **Second by** Essler

Motion to close the public hearing at 8:40 p.m.

Ayes: 5.

Nays: None. Motion carried.

Motion by Council Member Freske **Second by** Council Member Klimpel

Motion to Adopt a Resolution Setting the 2024 General Fund Operating Budget, the 2024 C.I.P. Budgets, the 2024 Insurance Budget, the 2024 Port Authority Operating Levy and the 2024 Levy.

Ayes: 5.

Nays: None. Motion Carried.

UNFINISHED BUSINESS

None

NEW BUSINESS

None

ANNOUNCEMENTS

a. City Staff Updates

City Administrator Martin had no further updates.

b. Upcoming Community Calendar

Mayor Weisensel reviewed the calendar of events and upcoming meetings.

Chief of Police Dahlstrom highlighted the upcoming "Santa Tour" on December 9th.

ADJOURNMENT

There being no further business to come before the City Council at the regular council meeting and upon a motion by Weisensel, the meeting was adjourned at 8:46 p.m.

Respectfully submitted,

Erin Fasbender
City Clerk

ROSEMOUNT CITY COUNCIL
WORK SESSION PROCEEDINGS
DECEMBER 5, 2023

CALL TO ORDER

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

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

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. Update on Labor Negotiations

City Administrator Martin provided an update on the status of labor negotiations of which 3 of the 4 unions have completed negotiations. Mr. Martin noted adjustments made to the three unions from the prior contract noting the overall changes in the healthcare plans. Staff noted, due to the growth in Rosemount, staff will need to be strategic where comparables are pulled from in terms of population as the City is not at a level yet to compete with neighboring cities, i.e. Eagan, Apple Valley.

Staff stated the shift in health insurance plans was recommended by our insurance broker as a shift in the plan going forward will be more marketable for employees to join on the plan which in the end should save the City money over time.

Staff discussed ways to recruit and retain employees, i.e. staff will be due for a market study in 2024 to roll out in 2025. The market rate study is key to being a favorable employer.

Administrative Services Director Malecha provided an update on the state mandated earned sick and safe time (ESST) which is effective January 1, 2024. Employers are required to provide each employee with at least one hour of ESST for every 30 hours they work, with a maximum of at least 48 hours per year for a full-time employee. An employee is eligible once they work at least 80 hours. The current sick leave policy has been updated to meet the requirements of the new ESST law.

Council will take action on the policies at an upcoming regular meeting.

b. Review Capital Improvement Plan

Administrative Services Director Malecha and City Administrator Martin provided a review of the City's ten-year Capital Improvement Plan (CIP). The CIP is used to plan and save for large expenditures while ensuring that funds that are allocated towards these areas remain consistent. The year 2024 is set.

However, the year of 2025 and beyond items are still up for discussion.

Staff discussed the water treatment plant funding, Central Park update and street projects.

City Council would like a further opportunity to further review the list and discuss projects to ensure they fall within a realistic time frame. City Administrator Martin stated at the January work session, staff will present their items within each department and allow for further discussion before council approval.

c. Earned Safe and Sick Time Policies

Staff discussed this item with item 2.a.

UPDATES

a. Project Updates

None.

b. Staff Reports

City Administrator discussed upcoming council items; City Administrator evaluation January 2, Goal setting dates January 14 & 21 and upcoming League of MN Cities training opportunities.

Mayor Weisensel further discussed upcoming National League of Cities conference opportunities, shared recent fliers from conferences attended and discussed ways to make Rosemount a more tourist destination. Councilmember Theisen noted he has several ideas that he intends to share during goal setting. Councilmember Essler noted he would be interested in no longer serving on the transportation advisory board and rather serve on the economic development board.

Public Works Director Egger provided an update on the Environmental and Sustainability research conducted on how other cities run a similar commission. Ultimately, staff will collaborate with the commission at their January meeting and discuss the structure of the commission, work plan, meeting times, size of commission, etc.

ADJOURNMENT

There being no further business to come before the City Council at the regular council meeting and upon a motion by Weisensel the meeting was adjourned at 6:50 p.m.

Respectfully submitted,

Erin Fasbender
City Clerk

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: December 21, 2023

AGENDA ITEM: Approval of City Council Travel	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY: Erin Fasbender, City Clerk	**AGENDA NO.** 6.d.
ATTACHMENTS:	**APPROVED BY:** LJM
RECOMMENDED ACTION: Motion to approve travel for Mayor Weisensel to attend the National League of Cities Congressional City Conference.	

BACKGROUND

Mayor Weisensel has expressed interest in attending National League of Cities (NLC) Congressional City Conference in Washington D.C. on March 11 to March 13, 2024. According to the City's adopted policy, the conference must be approved in advance by a vote of the City Council at an open meeting and must include an estimate cost of the travel. In evaluating the out-of-state travel request, the Council will consider the following:

- Whether the elected official will be receiving training on issues relevant to City or his or her role as Mayor or Council Member.
- Whether the elected official will be meeting and networking with other elected officials from around the country to exchange ideas on topics of relevance to the city or on the official roles of local elected officials.
- Whether the elected official will be viewing a city facility or function that is similar to nature to one that is currently operating at, or under consideration by the City where the purpose for the trip is to study the facility or function to bring back ideas for the consideration of full Council.
- Whether the elected official has been specifically assigned by the Council to visit another city for the purpose of establishing a goodwill relationship such as a "sister-city" relationship.
- Whether the elected official has been specifically assigned by the Council to testify on behalf of the City at the United States Congress or to otherwise meet with federal officials on behalf of the City.
- Whether the City has sufficient funding available in the budget to pay for the cost of the trip.

The estimated cost for Mayor Weisensel to attend NLC Congressional City Conference is $450 for airfare, $570 for "City Summit Discount" conference registration and $258 plus tax for hotel fees per night. The applicable "meals and incidental expense" rate for Washington D.C. is $79 per day and $59.25 for first and last day of travel.

RECOMMENDATION

Staff is recommending that the City Council approve the request of Mayor Weisensel to travel to and attend the conference.

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: December 21, 2023

AGENDA ITEM:	2024 Schedule of Rates and Fees	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY:	Erin Fasbender, City Clerk	**AGENDA NO.** 6.e.
ATTACHMENTS:	Resolution, P&R Memo, 2024 Fee Schedule Redlines	**APPROVED BY:** LJM
RECOMMENDED ACTION: Motion to adopt a resolution setting the 2024 schedule of rates and fees.		

BACKGROUND

The fee schedule is updated on an annual basis upon review of frequent fees established by City departments. The common fees for all City departments are included in the fee resolution. Staff and our financial consultant have worked together to establish baseline charges that include calculated amounts of staff time and overhead costs involved for each fee. After review, fees are changed as reflected in the attached updated 2024 fee schedule.

The proposed changes from the Fee Schedule are noted with editing marks in the Schedule of Rates and Fees attachment.

RECOMMENDATION

Staff recommends a motion to adopt a resolution setting the 2024 schedule of rates and fees.

CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA

RESOLUTION 2023 - XX

A RESOLUTION SETTING THE
2024 SCHEDULE OF RATES AND FEES

WHEREAS, the City of Rosemount annually conducts a User Fee Study in order to establish logical and defensible fees for the City of Rosemount; and

WHEREAS, the City of Rosemount has found certain fees and rates in need of adjustments.

THEREFORE, NOW BE IT RESOLVED by the City Council of the City of Rosemount that it adopts the attached Schedule of Rates and Fees for 2024.

ADOPTED this 21st day of December, 2023, by the City Council of the City of Rosemount.

_____
Jeffery D. Weisensel, Mayor

ATTEST:

_____
Erin Fasbender, City Clerk

ROSEMOUNT
PARKS AND RECREATION

M E M O R A N D U M

To: Erin Fasbender, City Clerk

From: Dan Schultz, Parks and Recreation Director

Date: December 14, 2023

Subject: Parks and Recreation Fees for 2024

The Parks and Recreation Commission recently reviewed the Parks and Recreation fees and fee policy for 2024. The Commission made the recommendations as listed below:

Indoor Ice:
*Increase PRIME ICE from $225 to $235 on Jan 1, 2024
*Increase NON-PRIME ICE from $145 to $155 on Jan 1, 2024
*Increase SPRING/SUMMER PRIME/NON-PRIME ICE from $145 to $155

*This information was shared with rink users in early 2023, so they would have time to budget for the changes in 2024.

Parks:
Increase TOURNAMNET FEE from $42 per field per day to $50
Increase OPEN AIR SHELTER rentals from $32r/$50nr to $53nr/$70nr
Increase CAMPS $42r/$57nr per field/day fee to $57r/$70nr

Steeple Center: No changes are being recommended at this time.

Community Center: No changes are being recommended at this time.

Attached to this memo is also three comparison spreadsheets that were shared with the Parks and Recreation Commission as part of their review of the fees for 2024.

Please let me know if you have any questions regarding this memo.

Market Ice Rate Comparison

Conducted: October 2023

Arena	2023-2024 Prime	2023-2024 Non-Prime	2024 Spring/Summer Prime	2024 Spring/Summer Non-Prime
Apple Valley	**$250 / $255 on Sept 1, 2024**	**$175.00 / neg.**	**$180.00**	**$180.00 / neg**
Burnsville	**$250.00**	**$200.00**	**$175-$230**	**$175-$230**
Doug Woog	**$230 / $235 on Oct 1, 2024**	**$170.00**	**$170.00**	**$170.00**
Eagan	**$250.00**	**$185.00**	**$185.00**	**$185.00**
Farmington	**$260.00**	**$200.00**	**N/A**	**N/A**
Hastings	**$215.00**	**$160.00**	**$160.00**	**$160.00**
Inver Grove Heights	**$225.00**	**$155.00**	**$165.00**	**$150.00**
Lakeville	**$260.00**	**$160.00**	**$190.00**	**$150.00**
Rosemount	**$225 / $235 on Jan 1, 2024**	**$145 / $155 on Jan 1, 2024**	**$155.00**	**$155.00**
SPA/Drake	**$200.00**	**$155.00**	**$160.00**	**$160.00**

Fee Comparison Information – Parks

Facility/City	Rosemount	Farmington	Apple Valley	Eagan	Inver Grove Heights	Lakeville
Tournament Fee	$40/day/field	$65 /day/field	Per day/field $50 associations $100 indiv./NPO's $150 For-Profits	Per day/field Youth $66Res $132 Non-Res Adult $94/Res $188 Non-Res	$190R/$215NR per field per day; $85 per field/per day for youth associations $105 per field/per day for adult rentals	$500R $600NR
Open Air Shelter	$35R $50NR	$65 / half-day $90 /full-day	$65	All day $60 Res/$76 NR Half day $41 Res/$52 NR	$70R/$90NR; both per 5 hour block $110 SwingBridge per 5 hour block	$55R $80NR
Enclosed Shelter	$80R $130NR	NA	$65 $100.00 deposit	All day $161 Res/$201 NR Half day $108 Res/$135 NR	$70R/$90/NR; both per 5 hour block	$100R $150NR
Camps	$45/day/field R $55/day/field NR + extra maint	Same as tourney fee	Less than 4 hours: $50 associations $65 indiv./NPO's $100 For-Profits	Same as tourney/non-league field fee	$50-$75 per 2 hour block (varies	$50R $60NR
Youth Traveling Teams (Athletic Associations)		$13/player	4 hours+: $100 associations $125 indiv./NPO's $150 For-Profits	Soccer $117/team Lacrosse $55/team FB $41/team BB/SB $30/team practice fee for season BB/SB $18/game	$13 per Resident Player/$20 per non-resident player	$10 per player, per season

Steeple Center Assembly Hall Fee Comparison

Lakeville Arts Center: This facility is the most comparable to the Steeple Center in size and scope, though a bit smaller for banquet seating. It is also a former church and is operated by the City of Lakeville, and it is also home to many arts programs offered through the City and partners.

- **Seating Capacity:** 187-307 theater-style, 160 banquet seating
- **Rental Rates:**
  - **Theater Seating:**
    - $65/hr for first 4 hours and $50/additional hour
  - **Banquet Seating:**
    - $150/hr for first 4 hours and $90/additional hour
  - **Weddings/Special & Large Event Rental:**
    - Event Day: $1000 for up to 12 hours
    - Set Up Day: $400 for up to 12 hours
  - **Additional Fees:**
    - Kitchen Fee: $50 if not using a caterer, $165 if using a caterer
    - A/V Fees: $40/event for a screen, and $40/event for a projector

Apple Valley Senior Center: The Yellowstone Banquet room can be set up in three different sizes, but the pricing and information below is based on its largest capacity.

- **Seating Capacity:** 275 theater-style, 224 banquet seating
- **Rental Rate Categories:**
  - **A:** Recognized Apple Valley civic & community service non-profit 501(c) organizations
  - **B:** Private parties, not for profit organizations, religious organizations & HOAs
  - **C:** Private industry, commercial, profit making organizations and individuals, fundraisers
- **Rental Rates:**
  - **Hourly Rates:**
    - A: $80, B: $120, C: $150 (Sun-Thurs)
  - **Event Rental Rates:**
    - Fridays 6pm-Midnight: A: $500, B: $750, C: $950
    - Saturdays 10am-Midnight: A: $1000, B: $1500, C: $1800
  - **Additional Fees:**
    - Food Service Fee/event: A: $150, B: $150, C: $200
    - Alcohol Fee/event: A: $225, B: $225, C: $300
    - Kitchen Fee: A: $75, B: $100, C: $150
    - A/V Fees: $20 for projector and screen, $15/each for wireless mic or $20/2
    - *Kitchen and A/V included if renting for a full event on Friday/Saturday
    - Deposit: $500
    - Security Fee: $360

Eagan Community Center: The Oaks Banquet Hall can be set up in three different sizes, but the pricing and information below is based on its largest capacity.

- **Seating Capacity:** 300
- **Rental Rates:**
  - **Monday - Thursday**
    - 4-hour Block: $525, each additional hour: $95

        - 2-hour Block: $305 (available starting at 5pm)
    - **Fridays**
        - May – October All Day (7am-1am): $1650
        - November – April All Day (7am-1am): $1250
        - November – April 4-hour Block: $525, each additional hour: $95
    - **Saturdays (7am-1am)**
        - May - October: $1950
        - November – April: $1500
    - **Sundays:**
        - 4-hour Block: $575, each additional hour: $105
        - All Day (7am-9pm): $1100
    - **Additional Fees:**
        - A/V equipment is included in rental fees
        - Ceremony Fees: $600 for outdoor, $150-$300 for indoor

Kellerman's Event Center (WBL): This privately-run facility is a historic building in downtown White Bear Lake. It is quite a bit larger than the Steeple Center at 4000 square feet with a separate 2000 square foot lounge area with a bar as well as private bride's and groom's rooms, seating between 250-450 people. Their website does not list fees, and when contacted, they stated that they only share that information with prospective clients. To give an idea on pricing, they charge a 15% usage fee on all vendor invoices for food, non-alcoholic drinks, linens etc. They also require an Event Coordinator for a minimum of 5 hours at $100/hour, so the assumption would be that the rental fees are substantial.

Steeple Center Assembly Hall

- **Seating Capacity:** 204 theater-style, 192 banquet seating
- **Rental Rates:**
    - **Monday - Thursday**
        - 3-Hour Minimum: $150 for Residents, $210 for Non-Residents
        - Additional Hours: $50 for Residents, $70 for Non-Residents
    - **Fridays**
        - 6-Hour Minimum: $300 for Residents, $420 for Non-Residents
        - Additional Hours: $50 for Residents, $70 for Non-Residents
    - **Saturdays (9am-11pm)**
        - Resident: $700
        - Non-Resident: $980
    - **Sundays:**
        - 5-Hour Minimum: $250 for Residents, $350 for Non-Residents
        - Additional Hours: $50 for Residents, $70 for Non-Residents
    - **Additional Fees:**
        - Damage Deposit: $300
        - Security Fee: $315
        - Changeover Fee: $200 (room flip from ceremony to reception)
        - A/V Fees: $25 + tax for screen, $100 + tax for projector
        - Holiday Fee: $500

Rosemount Community Center Banquet Hall

- **Seating Capacity:** 300
- **Rental Rate Categories:**
    - **Class 1:** City Sponsored Activities
    - **Class 2:** Residents, Resident Civic, Resident Non-Profit Groups, School District #196 and other Rosemount Schools and Resident Commercial
    - **Class 3:** Non-Residents, Non-Resident Civic and Non-Profit Groups, other Governmental Agencies and Non-Resident Commercial
- **Rental Rates:**
    - **Class 1: No fee for City Sponsored Events**
    - **Class 2:**
        - Sunday – Thursday: $475
        - Friday (8am-1am): $775
        - Saturday (9am-1am): $875
    - **Class 3:**
        - Sunday – Thursday: $525
        - Friday (8am-1am): $975
        - Saturday (9am-1am): $1075
    - **Additional Fees:**
        - Damage Deposit: $500
        - Security Fee: $315
        - Holiday Fee: $500
        - Additional Hours (after 10pm Sun-Th): $100/hour

SCHEDULE OF RATES AND FEES FOR 2024~~3~~

Planning and Zoning Review Fees Page 1

Public Works and Engineering Fees Page 3

Administration Fees Page 12

Finance Fees Page 14

Fire Prevention Permits and Fees Page 15

Police Department Permits and Fees Page 17

Building Permits and Fees Page 18
- **Exhibit A - Building Permit Valuation Table** Page 24
- **Exhibit B - Residential Building Valuation Worksheet** Page 25
- **Exhibit C - Tables A-33A & B Grading Plan Review & Permit Fees** Page 26

Parks and Recreation Fees Page 27
- **Community Center, Arena & Facilities** Page 29
- **Outdoor Facilities** Page 33
- **The Rosemount Steeple Center** Page 35
- **Park Dedication Fees** Page 37

PLANNING AND ZONING REVIEW FEES

Administrative Appeals	$250.00
Affidavits - Certificate of Authenticity	$60.00
Appeal of Planning Commission Decisions to the City Council	$150.00

City Staff Billing

For applications that include excessive staff time, services performed by City personnel will be billed at actual payroll costs including hourly rate, all payroll taxes and benefit charges. Services provided by City consultants will be billed at the current consultant rates.

Comprehensive Guide Plan Amendment Application Fee	$3,000.00
Conditional Use Permit	$1,000.00
Documents -	
2030 Comprehensive Guide Plan	$60.00 + tax
Comprehensive Stormwater Management Plan	$92.00 + tax
Zoning Ordinance and Subdivision Ordinance	Same as City-wide document fee
Zoning Map	
Black and White – 11" x 17"	$5.00 + tax
Color – 11" x 17"	$10.00 + tax
Color – 24" x 36"	$25.00 + tax
Environmental Assessment Worksheets	$1,800.00
Escrow fee for City Consultant Services. Applicant will be responsible for actual costs incurred by the city.	$10,000.00
Interim Use Permits for Seasonal Sales of Christmas Trees For Periods of Less than 40 Days Per Calendar Year	$40.00
All Other Interim Use Permits	$500.00

Joint Applications

A planned unit development that includes a subdivision may have the fee waived for a preliminary plat at the discretion of the Community Development Director.

Small Scale Mineral Extraction Permit	
Application Fee	$700.00
Annual Fee	$370.00
Surety Bond	$7,500.00 per acre
Large Scale Mineral Extraction Permit	
Application Fee	$1,400.00
Annual Fee	$750.00
Interim Reclamation Bond	$5,000.00 per acre
End Use Grading Bond	$2,500.00 per acre

Rental Licensing	$35.00
Two year period, from the date of issuance	
Planned Unit Development	
Concept Plan	$2,500.00+$20 per acre
Master Development Plan	$2,500.00
Final Development Plan	$2,000.00
Major Amendment	$3,000.00
Minor Amendment	$900.00
Rezoning	$1,500.00
Signs	
Permanent Installation	$270.00+electrical permit
Temporary Signs:	
For permits obtained after placing the sign	$50.00
For permits obtained prior to placing the sign	$10.00
Site Plan Review	$1,200.00
Subdivision Fees	
Preliminary Plat	$2,000.00 + the following:
Residential	$10.00 per unit
Commercial/Industrial	$50.00 per acre
Final Plat	$1,200.00
Lot Split	$1,400.00
Administrative Plat/Simple Plat	$1,120.00
Other Subdivision (waiver of subdivision)	$800.00
Lot Combination	$400.00
TIF (Tax Increment Financing) Application Fee	
Parcel in TIF	$775.00
New TIF District	$1,750.00
Transmission Facilities	$1,000.00
Variance Petition Application Fee	$~~200.00~~1,000
Zoning Ordinance Text Amendment	$1,800.00
Fee in Lieu of Tree Dedication	
	$350 per replacement tree
Wetland Service Application (WCA)	$500

PUBLIC WORKS AND ENGINEERING FEES

Assessments:

Street Assessments for Total Reconstruction Projects on existing streets are as follows:

Single Family/R-1 Zoned Lot:	
With Existing Concrete Curb & Gutter	$6,000.00
With Existing Bituminous Curb	$6,600.00
With Existing Gravel Road	Full Cost of Improvement
Rural and Transitional Residential	
With existing bituminous	35% of Improvement Cost
With existing gravel road	Full Cost of Improvement

Street Assessments for Rehabilitation Projects on existing streets are as follows:

All Properties	35% of Improvement Cost

Street Assessments for Overlay Projects on existing streets are as follows:

All Properties	35% of Improvement Cost

City Equipment and Staff Rates:

Equipment

Per hour charge (does not include operator). Equipment charges, including licensed vehicles and mobile equipment, will be calculated as follows: The true cost of the equipment (including annual depreciation, annual insurance premiums, annual license taxes if applicable, and annual operating and maintenance expenses) will be divided by the estimated hours the equipment is expected to be used annually.

Public Works Staff-Per hour charge

Staff charges for each employee billed will be calculated using the actual hourly rate plus all payroll taxes and benefit charges.

Engineering Fees:

Administrative Fees: For Chapter 429 or private improvements project charges shall be calculated at 5% of public improvement construction costs.

Miscellaneous Public Works Fees:

As-builts/Record Drawings

Electronic Copy (PDF by email)	$10.00
Hard Copy	$20.00 + tax

Feasibility Reports	$23.34 + tax

Geographic Information Systems Fees (GIS)

Single family, town homes or multi-family	$60.00 per lot/unit
All other – Final Plat	$120.00 per acre
Simple Lot/Parcel split or boundary change	$150.00

Right-of-Way Fees & Charges:

Registration Fee

Total Cost	$ 40.00

Registration fee is due annually and is due by January 15th of the corresponding year.

Excavation Permit Fees

Total Cost	$200.00 Plus $0.20 per lineal foot for each excavation over 1,000 feet

Obstruction Permit Fee

Minimum Base Cost Plus additional fee based on length	$ 67.50

Inspection

Additional cost per lineal foot = $70.00 / 1000

= 0.07

Delay Penalty

For up to 3 days of non-completion and non-prior notice before specified completion date.

After 3 days, an additional charge of $20/day will be levied.

Total Penalty Charge (Up to 3 days late)	**=**	**$ 60.00**
Each day late over 3 days		**$20.00/Day**

Right of Way/Utility Easement Vacation Fee	$775.00
Sidewalk/Trail Snow Removal	$75.00 per lot
Street Excavation and Curb Cuts	
Curb Cuts, Driveway Access Permits, Transit Stop Kiosks	$180.00
Street Excavation Minimum bond deposit with City	$2,000.00
Street & Utility Specifications	$23.34 + tax
Wetland Notification/Application Form (*Escrow Deposit for Costs Incurred)*	$3,175.00
Solid Waste Hauling License	$ 385.00

ATTACHMENT 1

Water Sanitary Sewer, Storm Water Usage Rates:
Water and Sanitary Sewer User Fees

Usage—Based on Quarterly Meter Readings

Water Use

Residential

Quarterly usage (gallons)	Rates*:
0 – 12,000	$ 1.88~~79~~
12,001 – 24,000	$ 2.35~~24~~
24,001 – 48,000	$ 2.93~~79~~
>48,000	$ 4.40~~19~~
	*per thousand gallons

Commercial/Industrial

Quarterly usage (gallons)	Rates*:
0 – 80,000	$ 2.17~~07~~
80,001 – 160,000	$ 2.72~~59~~
160,001 – 250,000	$ 3.40~~24~~
> 250,000	$ 4.40~~19~~
	*per thousand gallons

Irrigation Meters	Rates:
Multi-Family common irrigation meters will be charged the flat rate of $3.80/1,000 gallons	$4.40~~19~~/1,000 gallons
Sanitary Sewer Use Charge	$ ~~5.57~~6.07/1000 gallons

Water Surcharge and Meter Maintenance Per Chart Below (Quarterly)

Meter Size	Surcharge	Meter Maintenance**
Single Family - 3/4"	$ 9.52	$ 1.33
Multi-Family - 3/4"	$ 7.35	$ 1.33
1" (*)	$14.61	$ 6.76
1 ½" (*)	$30.29	$ 12.18
2" (*)	$33.90	$ 19.54
3" (*)	$50.59	$ 28.25
4" (*)	$75.35	$ 48.44
6" (*)	$165.78	$ 107.65
8" (*)	$182.09	$ 139.25

*Commercial, Institutional and Industrial are taxable.
**Meter maintenance applied to Base Fixed Water Charge based on meter size.

Sewer Only Users	$ 94.69 per quarter per SAC unit*

*Based on average Residential second quarter water use of 17,000 gallons.

ATTACHMENT 2

WATER METER PRICES

METER SIZE AND TYPE	W/MXU	W/O MXU
	Meter Cost	Meter Cost
3/4" IPERL	$574.73	$354.73
1" IPERL	$767.64	$547.64
1.5" T2 Omni	$1,376.23	$1,156.23
2" T2 Omni	$1,593.92	$1,373.92
3" T2 Omni	$1,895.00	$1,675.00
4" T2 Omni	$3,420.00	$3,200.00
6" T2 Omni	$5,615.00	$5,395.00
1.5 C2 Omni	$1,876.23	$1,656.23
2" C2 Omni	$2,113.92	$1,893.92
3" C2 Omni	$2,605.00	$2,385.00
4" C2 Omni	$4,310.00	$4,090.00
6" C2 Omni	$6,905.00	$6,685.00
***Meter Cost above does not include tax and must be included.*		

2.5" Hydrant Meter Deposit **$2,000.00 plus $50.00 Administration Fee**

Hydrant Wrench **$135.00 (no handling charge) plus tax = $144.62**

QUARTERLY STORM WATER UTILITY FEES

Storm Fee Land Use Category	Land Use Description	Unit	Fee
1	Single-family residential, R-1,2, RL, Multi-unit residential with individual water meters, R-3,4, Platted/undeveloped, Minimum charge for all parcels	Residential Unit	$20.24~~19.28~~
2	Rural residential, Agricultural, RR, AG	Lot	$ 21.32~~20.30~~
3	Parks, Golf Courses, Cemeteries, PK	Acre	$ 4.33~~4.13~~ *
4	Undeveloped/un-platted	Acre	$0.244~~232~~ *
5	Multi-unit residential without individual water meters, Apartments, Churches, Schools, Hospitals, Government Buildings, Mobile Home Parks	Acre	$-75.17~~71.59~~ *
6	Commercial, Industrial and Parking Lots, C-1,2,3,4,IP,IG,PL,WM	Acre	$ 93.75~~89.29~~

*Categories 3, 4, 5, & 6 are subject to the minimum charge of $19.28. The largest of either the minimum or application of the above rates will be used for the fee.

Water Meter Accuracy Check

Testing 5/8" – 2" meters	$125.00
Testing 3" meters	$125.00
Testing 4" meters	$125.00
Testing 6" meters	Contracted Price

Water Meter Installation Charges

Water meter charges are the actual cost of meter and appurtenant parts, plus shipping, handling, and sales tax. Charges are subject to change during the year. See the most recent Cost of Water
Meter schedule.

Hydrant Meters

Annual Administration Fee (non-refundable)	$50.00
Bulk Water Rate	$ 3.80 per 1,000 gallons + tax
Deposit ~~check~~ required when meter is picked up (checks will be cashed). ~~Deposit is returned~~ Refund is processed upon return of hydrant meter after reduction for ~~within 90 days and~~ payment of water usage invoice.	$2,000.00

Quarterly Street Light Fee

Residential	$6.58~~04~~
Multi-family Residential	$6.58~~04~~/unit *
	* *Up to a maximum of 10 units*
Commercial/Industrial	$12.68~~08~~

Water, Sanitary Sewer and Storm Water Capital Charges:

Metropolitan Council Environmental Services Availability Charge (Metro SAC)

Per Sac Unit, as determined by the MCES $2,485.00

City Sanitary Sewer Availability Charges

CITY SANITARY SEWER CHARGES	Trunk Area Assessments collected with final plat/subdivision agreement	Per SAC Unit as determined by the MCES and collected with the Building Permit
Single Family Residential Multi-Family Residential Institutional, Commercial and Industrial	$1,075.00 per acre	$1,200.00

Any part of the Trunk Area Assessment that is not collected with a plat/subdivision agreement will be collected as a connection charge, in addition to any other connection charge established by this resolution, prior to connection to the sanitary sewer system.

City Water Availability Charges

Trunk area assessments collected with final plat/subdivision agreement as follows:

All Zoning types $6,500.00 per acre

Any part of the Trunk Area Assessment that is not collected with a plat/subdivision agreement will be collected as a connection charge, in addition to any other connection charge established by this resolution.

And Water Access Charge collected with the Building Permit as follows:

Single Family Res		$ 2,475
Multi-Family Res		$ 2,475
1”	Meter	$ 9,900
1 ½”	Meter	$14,700.00
2”	Meter	$19,600.00
3”	Meter	$29,450.00
4”	Meter	$34,350.00
6”	Meter	$39,250.00
8”	Meter	$44,150.00

Supplemental Water and Sanitary Sewer Connection Charges

In addition to other charges imposed at the time of connection to water and sanitary sewer systems, supplemental connection charges, set by reference to the portion of the cost of connection that has been paid by the premises being connected, in comparison with other premises, will be imposed and collected from the properties, and in the amounts, listed below, for each connection made:

PID	Address	2024~~3~~ Supplemental Water Connection Charges	2024~~3~~ Supplemental Sewer Connection Charges
34-44300-01-050	2653 132nd Ct. W.	Incl. w/2655 below	Incl. w/2655 below
34-02010-07-011	2655 132nd Ct. W.	$ ~~7,717.09~~7,987.19	~~$9,152.8~~ ~~3~~9,473.18
~~34-44300-01-070~~	~~2635 132nd Ct W.~~	~~Certified~~	~~Certified~~

Such supplemental connection charges shall be increased each calendar year commencing January 1, 2007, by three and one-half percent (3.5%) from the charges of the preceding year.

Storm Water Charges

a. For this charge, Newly Developed Properties are defined as any property, including platted or un-platted parcels, which are improved with buildings, grading, or otherwise creating an impervious surface. In addition to the following charges, stormwater ponding fees/credits will be determined at the time of final platting or building permit application.

STORMWATER CHARGES	Trunk Area Assessments to be collected from Developers on all newly developed properties	Connection Charges (STAAC) collected with the Building Permit on all Newly Developed properties
Single Family	$6,865 per acre*	$770 per lot
Multiple Family	$6,865 per acre*	$290 per housing unit (4 plex = 4 units)
Public/Institutional	$6,865 per acre*	$2,270 per acre
Commercial and Industrial	$6,865 per acre*	$2,270 per acre

*Acres are defined as gross acres of developable property minus pond acreage (at high water level) and wetlands at delineation line, rounded to the nearest one tenth (1/10th) of an acre.

Trunk Area Assessments to be collected from Developers on newly developed properties within the Lebanon Hills Subwatershed Area are $3,772 per acre.

Any part of the Trunk Area Assessment that is not collected with a plat/subdivision agreement will be collected as a connection charge, in addition to any other connection charge established by this resolution, prior to issuance of a Certificate of Occupancy for use of any property.

Connection Charges (STAC) Collected with the Building Permit on all newly developed properties that have not paid trunk area assessments listed above (Gross Area):

Single Family	$3,050.00 per lot
Multiple Family	$8,570.00 per acre
Public/Institutional	$9,150.00 per acre
Commercial	$8,515.00 per acre
Industrial	$8,515.00 per acre

Cellular Antennas on City Property

Cash deposit with application

Covers plan review, construction inspections, site restoration, meetings, etc. Applicant will be responsible for all costs and amount will be reconciled at end of project.

Deposit for modification of existing equipment	$ 6,500.00
Deposit for new equipment	$ 8,500.00

Annual Rent

Up to six antennas and 150 square feet of ground space	$ 25,200.00
Monopole that includes up to 150 square feet of ground space	$ 15,750.00

Annual rent increase is 5% or CPI, whichever is greater.

Other Charges

Cost/year/square foot for ground space exceeding 150 square feet	$25.00
Per antenna cost for each additional antenna beyond first six	$2,500.00
Charges for other miscellaneous items (additional cables, satellite dishes, or other equipment not specified herein.)	Negotiated

ADMINISTRATION FEES

Adult Use Establishment License	$3,000.00
Adult Use Background Investigation	$1,500.00 Deposit
In-State Application	$350.00
Out-of-State Application	Expenses in addition to $350.00 not to exceed $10,000
~~**Videotapes/DVDs/CDs**~~	~~$5.00 + tax~~
~~**Audiotapes**~~	~~$5.00 + tax~~

Documents

The following fees for copies apply to all departments.

Up to 100 copies of black and white letter or legal sized copies	$.25/page + tax
Up to 100 copies of color or ledger sized copies: or	$.30/page + tax
More than 100 pages and 15 minutes or longer of staff time; or	Actual costs will be billed + tax
Document that is outsourced	Actual costs will be billed + tax

Faxed copies are $.50 per page plus tax. If more than 100 pages or if long distance charges apply, actual costs plus tax will be billed to the requester. Mailed copies are charged the applicable document rate and all handling costs plus tax.

Note: inspection is free, but we charge for copies when the cost is over $10.00. You may be required to pay for copies before we will give them to you.

Election Filing Fee – Mayor and Council	$5.00
Large Public Gathering on City Parkland	$150.00
Liquor Licenses:	
On-Sale Intoxicating (Jan 1 Dec 31)	$3,000.00
On-Sale Wine	$550.00
On-Sale Brewer Taproom	$750.00
Microdistillery Cocktail Room	$750.00
Off-Sale Intoxicating	$200.00
Off-Sale Small Brewer	$200.00
Brew Pub Off-Sale Intoxicating	$200.00
On-Sale 3.2% Malt (July 1-June 30)	$250.00
Off-Sale 3.2% Malt (July 1-June 30)	$210.00
Temporary On-Sale Intoxicating	$170.00/event

Temporary On-Sale 3.2% Malt	$150/event
Temporary Brewer On-Sale	$170.00/event
Special Club On-Sale Intoxicating (Jan 1-Dec 31)	
Membership: under 200	$300.00
between 201 and 500	$500.00
between 501 and 1,000	$650.00
between 1,001 and 2,000	$800.00
between 2,001 and 4,000	$1,000.00
between 4,001 and 6,000	$2,000.00
more than 6,001	$3,000.00
Special Sunday (Jan 1-Dec 31)	$200.00
Consumption & Display	$140.00
One-day Consumption & Display	$25.00
On Public Premise – Annual License (Jan 1-Dec 31)	$350.00 + $30.00 per event
Amending an Existing Liquor License	$175.00
Liquor Background Investigation Fee	$500.00
Massage Therapist License Fee (Jan 1-Dec 31)	$ 125
	($25 fee + $100 Background Check)
Gambling Permits	$250.00
Annual Billiard Hall or Dance Club License	$800.00
Initial Application Investigation Fee	$500.00
Amendment to Billiard Hall or Dance Club License	$175.00
Annual Arcade Parlor License	$15.00/location plus $15.00/machine
Initial Application Investigation Fee	$500.00
Amendment to Arcade Parlor License	The lesser of $15.00 per location plus $15.00 per machine or $175.00
Tobacco & Tob. Related Products License	$550.00 (biannual)
Initial Application Investigation Fee	$500.00

FINANCE FEES

Check Return Charge	$30.00
Miscellaneous Special Assessment Charges:	
Administrative Special Assessment Fee	$25.00 per parcel + current interest
Special Assessment Processing Fee	
Note: this is a pass-through fee for the fee that the City is charged annually by the County.	$5.00 per parcel times the number of years in original assessment
New Special Assessment File (Electronic)	$10.00
Special Assessment Search (Non-Parcel Owner)	$20.00 per parcel
Miscellaneous Utility Billing Charges:	
Water Shut-Off	$80.00
Water Turn-On	$80.00
Monthly New Customer List	
Up to 100 copies of black and white letter or legal sized copies	$.25/page + tax
Up to 100 copies of color or ledger sized copies	$.30/page + tax
More than 100 pages and 15 minutes or longer of staff time	Actual costs will be billed + tax
Electronic Copy (Must be pre-paid) (Annual Fee Jan. – Dec. – Fee will be pro-rated for initial partial calendar year, by month)	$60.00
Total Customer List	
Up to 100 copies of black and white letter or legal sized copies	$.25/page + tax
Up to 100 copies of color or ledger sized copies	$.30/page + tax
More than 100 pages and 15 minutes or longer of staff time	Actual costs will be billed + tax
Electronic format	$25.00
Utility Billing Search/Resident	No Charge
Utility Billing Search/Non-Resident	No Charge
Third Party Utility Billing Service History Request & Duplicate Billing Request	$25.00 per account
Process Estimated Usage	$50.00 per occurrence

FIRE PREVENTION-PERMITS AND FEES

Alarm System Permit/Review	As recommended by Exhibit A, plus plan review fee and surcharge.
Burning Permit – Commercial	$235.00
Day Care Inspection	$50.00
Fire Dept. Certificate of Occupancy Inspection/Renewal Fee	$965.00
Copies of Fire Dept. Officers Report	Same as City-wide document fee
Fire Dept. Re-inspection Fee	$50.00
Fire Dept. Special and Miscellaneous Inspections	$130.00
Copies of Fire Dept. Report	Same as City-wide document fee
Fire Photo (per copy)	$5.00 + tax
Fire Video	$5.00 + tax
Fire Education House Rental	$25 per day +tax plus $6.00 per mile. Firefighter hourly charges will be added to fee if operation assistance is required.
Fire Sprinkler Protection System	As recommended by Exhibit A, plus plan review fee and surcharge.
Fuel Tank Installation or Removal:	As recommended by Exhibit A, plus plan review fee and surcharge
Haunted House Operation Permit	$880.00
Penalty for Failing to Obtain Permit	Penalty for failing to obtain a permit prior to starting work required is two times the regular permit fee established herein.
Plan Check Fees:	Sixty-five percent (65%) of the building permit fee.
Pyrotechnic Display of Fireworks	$200.00
Fireworks Sales	
Firework Retailer	$200.00
Multi-Item Retailer	$100.00

State Surcharge	As recommended by the Minnesota State Code-Section 16B.70.
Storage and use of Hazardous Materials Over quantities listed in current Fire Code Edition – Section 4. Permit valid for twelve months maximum	$650.00
Temporary Use of LP Gas	$100.00

POLICE DEPARTMENT PERMITS AND FEES

False Alarm Fee (4th and subsequent false alarms in a calendar year)	$100.00
Animal Impound	$40.00
Daily boarding fee	$ 30.00
Euthanasia of animal	$ 30.00
Placement fee	$82.00

Animal Licenses

Registration Fees (Will be charged for number of months up to expiration date of rabies vaccine.)

3-Year fee for spayed and neutered animals	$18.00 (prorated at $.50/mo.)
3-Year fee for unspayed and un-neutered	$36.00 (prorated at $1.00/mo.)
Replacement of Lost Tags	$5.00

Applicants 55 years of age or older shall pay fifty percent (50%) of above stated fees

~~**Background checks**~~	~~$20.00 (includes tax)~~
Contractual Overtime (Officer with Squad)	$. ~~90.00~~ 100.00 per hour
Potentially Dangerous Dog Registration	$75.00 (one time fee)
Dangerous Dog Registration *State authorized*	$500.00 (one time fee)
Potentially / Dangerous Dog Annual Renewal	$25.00
Peddlers, Solicitors and Transient Merchants (Jan 1-Dec 31)	$90.00 each person

Pawn Shop License Fee:

0-20 pawns a day	$1,500.00 yr
21-40 pawns a day	$3,000.00 yr
41 and over pawns a day	$5,000.00 yr

Initial application includes $1,500.00 deposit for investigation fee as set in City Code

Photographs:

B/W copy of photos	$.30/page (includes tax)
Color copy of photo	$.50/page (includes tax)
~~**CD of photos**~~	~~$5.00 (includes tax)~~
Copies of Police report	$.25/page (includes tax)

Video/Audio Copies

Less than 4 GB	$5.00/CD,DVD (includes tax)
4 – 8 GB	$10.00/DVD (includes tax)
More than 8 GB	$30.00/flash drive (includes tax)

Fingerprinting

Resident	$~~15.00~~ 20.00(includes tax)
Non-Resident	$ ~~30.00~~ 35.00(includes tax)

BUILDING PERMITS AND FEES

Administrative Handling Fee	A handling fee of $25.00 will be charged for address and lot changes and for permit and file editing. These changes must be done within thirty (30) days of permit issuance or all prior permit fees will be forfeited (non-refundable).
As-built Survey Escrow	$ 2,000.00
Building Permits	As recommended by Value Range – Exhibit A.
Certificate of Occupancy Inspection and/or change of use	$58.00
Building Department *Standard Reports*	$160.00/year + tax (includes postage) $12.50/month + tax
Electrical Permits	
1. Minimum fee for each separate inspection of an installation, replacement, alteration or repair limited to one inspection only.	$540.00
2. Administrative fee for each permit	$10.00
1. State surcharge to be added to each permit	$1.00
~~Service Change for Single Family Residence 100 to 200 AMPERE Capacity Up to 30 Circuits~~ Existing Single Family Dwelling (0-14 feeder/circuits are installed/extended)	$~~100~~12.00
2. Existing Single Family Dwelling (15+ feeder/circuits are installed/extended) ~~2.~~	$100.00
~~Single Family Home Service & Up to 25 Circuits (3 trips) Over 25 circuits will be charged see #6 below.~~ New Single-Family Dwelling (0-25 circuits & feeders per unit)	$~~175~~200.00
~~Multi-family, Feeder and Up to 15 Circuits per Unit and 2 Trips. Over 15 circuits will be charged, see # 6 below~~ New Multi Family Dwelling (Same Parcel)	$100.00

5. Electrical Service – new service, changes to service, temporary services, additions, alterations or repairs on either primary or secondary services shall be computed separately.

0 to 100 ampere capacity	$2100.00
101 to and including 200 ampere capacity	$2570.00
For each additional 100 ampere capacity or fraction thereof	$8140.00
Reconnect Existing Feeder/Circuits (panel board replacements)	$200.00
Service/Power Supply 0-400 Amp	$140.00
Service/Power Supple 401-800 Amp	$280.00
Service/Power Supply Over 800 Amp	$400.00
(Over 250 Volts) Service/Power Supply 0-400 Amp	
(Over 250 Volts) Service/Power Supple 401-800 Amp	
(Over 250 Volts) Service/Power Supply Over 800 Amp	

6. Circuits - installation of, additions, alterations or repairs of each circuit or sub-feeder shall be computed separately, including circuits fed from sub-feeders and including the equipment served except as provided for in Items 4 through 9.

0 to and including 30 ampere capacity (maximum number of 1-30 ampere circuits to be paid on is 25 to any one cabinet, excepting single family service change above)	$712.00
31 to and including 100 ampere capacity	$830.00
For each additional 100 ampere capacity or fraction thereof	$5.00
Circuits Under 200 Amp	$24.00
Circuits Above 200 Amp	$60.00
(Over 250 Volts) Circuits Under 200 Amp	
(Over 250 Volts) Circuits Above 200 Amp	

7. Street lighting / Traffic signals - in addition to the above fees:
   A charge of $45.00 will be made for each street lighting standard. A charge of $5.00 will be made for each traffic signal standard. Circuits originating within the standard will not be used when computing fees.

8. Transformers / Generators - in addition to the above fees:
   All transformers and generators for light, heat and power will be computed separately at $5.00 per unit plus $.25 per KVA up to and including 100 KVA.101 KVA and over will be computed at $.20 per KVA (0-10 KVA) $20 per unit and (Over 10 KVA) $50 per unit.

   All Transformers for electric power supplies, signs and outline lighting shall be computed at

$~~4.00~~5.50 ~~for the first 500 VA or fraction thereof per unit plus $40.00 for each additional 100 VA or fraction thereof.~~per unit.

9. Remote Control / Signal Circuits/Low Voltage - in addition to the above fees (unless included in the fee filed by the initial installer):

   Remote control, signal circuits and circuits of less than 50 volts shall be computed at $~~6.00~~1.00 per ~~each ten (10)~~ opening~~s~~ or device~~s~~ ~~of each system plus $.50 for each additional opening.~~

10. Plan Review - for review of plans and specifications of proposed installations there shall be a minimum fee of $100.00 up to and including $30,000.00 of electrical estimate, plus 1/10 of one percent (1%) on any amount in excess of $30,000.00 to be paid by persons or firms requesting review.

11. Re-inspection - when re-inspection is necessary to determine whether unsafe conditions have been corrected and such conditions are not subject to an appeal pending before any court, a re-inspection fee of $~~4~~50.00 may be assessed in writing by the inspector.
12. Commercial Remodel – Standard is a two inspection minimum equaling $100.00. With Ceiling is a three inspection minimum equaling $150.00
13. Carnivals, Fairs, Transient Projects: Min + Power Supplies and Units $200.00
14. Pools – Two inspection minimum equaling $100.00
15. Inspection of Concrete Encased Grounding Electroide – one trip equaling $50.00
16. Bonding Inspection – When separate is one trip equaling $50.00

~~11.~~17. Retrofit of Existing Lighting Fixtures - $1.00 for each fixture

~~12.~~18. Other Inspections - for inspections not covered herein, or for requested special inspections or services, the fee of $50.00 per man hour, including travel time, plus the standard IRS allowed mileage reimbursement per mile traveled, plus the reasonable cost of equipment or material consumed. This section is also applicable to inspection of empty conduits and such jobs as determined by the City.

~~13.~~19. Transient Projects - for inspection of transient projects including, but not limited to carnivals and circuses the inspection fees shall be computed as follows:

Power supply units according to item 2 of the fee schedule. A like fee will be required on power supply units at each engagement during the season, except that a fee of $50.00 will be charged for additional time spent by the inspector if the power supply is not ready for inspection at the time and date specified on the Request for Inspection as required by law.

Rides, devices or concessions shall be inspected at their first appearance of the season and the inspection fee shall be $35.00 per unit.

~~14.~~20. High Voltage - fees for services, feeders and circuits operating at over 250 volts shall be doubled those listed in items 3 and 4 above.

~~15.~~21. Photovotaic Solar System

1 - watt to 5,000 - watts	$90.00
5,001 – watts to 10,000 – watts	$150.00
10,001 – watts to 20,000 – watts	$225.00
20,001 – watts to 30,000 – watts	$300.00
30,001 – watts to 40,000 – watts	$375.00
40,001 – watts to 1,000,000 – watts	$375.00 and $25.00 for each 10,000 over 40,000
1,000,001 – watts to 5,000,000 – watts	$3975.00 and $15.00 for each 10,000 over 1,000,000
5,000,001 – watts and larger	$12,975.00 and $10 of each 10,000 over 5,000,000

Grading Permits:

All fees are established in Exhibit C
Plan review fees are found in Exhibit C
State surcharge fee of $1.00
Bond Required $3,000.00 per disturbed acre: minimum one acre

Plan Check Fees:

Commercial/Industrial/Multi-family building and structures	Sixty five percent (65%) of the building permit fee.
Residential buildings	Sixty-five percent (65%) of the building permit fee for new single family dwellings/single family additions, alterations, etc., similar plans per state statute 1300.0160 twenty-five percent (25%) of the building permit fee.
Residential Accessory Structures	Additions/alterations/repairs/remodeling: sixty-five percent (65%) of the building permit fee.

Plumbing, Heating, Ventilating, Air conditioning & Refrigeration Fees:

Residential (4 or less units)	
New Construction	$126.00 (including $1 surcharge)
Alteration/repair	$71.00 (including $1 surcharge)
Multiple Housing (5 or more units)	
New Construction	$100.00/unit plus surcharge
Alteration/repair	$70.00/unit plus surcharge
Commercial/Industrial/Institutional	
New Construction:	1.5% of valuation plus .0005 valuation surcharge $215.00 minimum fee plus .0005 valuation surcharge

Commercial/Industrial/Institutional/Public:

Set fee of $76.00 (including $1 surcharge) for project valued under $3,500.00 and requires only one inspection.

Set fee of $126.00 (including $1 surcharge) for project valued under $3,500.00 and requires only two inspections.

For projects valued over $3,500.00, 1.5% of the value of the project, with a minimum fee of $215.00, plus .0005 valuation surcharge for all projects.

Sewer and Water Installation Permit Fees:

Municipal Service – residential (4 or less units)	$56.00 (including $1 surcharge)
Municipal Service – residential (5 or more units)	1.5% of valuation plus .0005 valuation surcharge. $105.00 minimum fee plus .0005 valuation Surcharge
Municipal Service – commercial/industrial/ institutional	1.5% of valuation plus .0005 valuation surcharge. $105.00 minimum fee plus .0005 valuation Surcharge.
Private Sewer – all classifications	
New construction or reconstruction	$ 260.00
Dakota County Recording Fee	$ 0.00 *subject to change according to current County Recording Fee.
State surcharge	$ 1.00
	$ 261.00

Septic System Maintenance/Operation Permits and Fees:	
Residential Maintenance Permit	No fee
Commercial, Industrial, Public or Institutional Operational Permit	$40.00
Late renewal fee for maintenance or operational permits	$25.00
Special Individual Sewage Treatment System (I.S.T.S.) Inspections or Investigations	$100.00
State Surcharge added to each permit	As recommended by the Minnesota State Code-Section 16B.70.
MISCELLANEOUS BUILDING FEES *(including $1 State Surcharge on building permits)*	
Decks	$101.00
Demolition Permit	$101.00
Dumpster Enclosure	$61.00
Fences	$75.00
Fireplaces	$101.00
Manufactured Homes	
Inclusive of all inspections and connections	$101.00
Moving Permit	
Moving Permit – Out	$181.00
Moving Permit – In	$176.00
Penalty for failing to obtain a permit prior to starting work requiring a permit:	2 times the regular permit fee as established herein
Re-inspection	$50.00
Retaining Wall	$126.00
Photovoltaic Solar System	
Residential	$71.00
Commercial/Institutional/Industrial	Per Exhibit A plus .0005 valuation surcharge. Minimum fee $84.00 plus .0005 valuation surcharge. Note: valuation of all non-energy producing equipment, infrastructure and labor.

Roofing / Re-Roofing	
Residential	$76.00
Commercial/Institutional/Industrial -	As recommended by Exhibit A plus .0005 valuation surcharge. Minimum fee of $100 plus .0005 valuation surcharge
Siding / Re-siding	
Residential	$76.00
Commercial/Institutional/Industrial -	As recommended by Exhibit A plus .0005 valuation surcharge. Minimum fee $100 plus .0005 valuation surcharge.
Satellite Dishes and Antennas	
Residential	No fee
Commercial/Institutional/Industrial	Per Exhibit A plus .0005 valuation surcharge. Minimum fee $84.00 plus .0005 valuation surcharge
Single Family Dwelling Basement Finish	$ 176.00
Slabs	
Residential	$50.00
Multi-Family	$70.00
Commercial/Institutional/Industrial	$70.00
Special and Miscellaneous Inspections	$75.00
Swimming Pools	$151.00
Temporary Construction Trailer	$75.00
Water Softener Installation	$71.00
Window Replacement	$71.00
Building Inspection Card Replacement	$25.00
Residential Home Plan Change Fee	$150.00

EXHIBIT A

Building Permit Valuation Table

Building Value Range	Fee Range
$0 - $500.00	$50.00
$500.01 - $2,000	$50.00 for the first $500 $~~3.25~~3.70 per additional $100 or fraction thereof, to and including $2,000.00
$2,000.01 -$25,000	$~~73~~83.50 for the first $2,000 $~~14.7~~16.55 per additional $1,000 or fraction thereof, to and including $25,000.00
$25,000.01 - $50,000	$4~~13.00~~64.15 for the first $25,000 $1~~0.75~~2.00 per additional $1,000 or fraction thereof, to and including $50,000.00
$50,000.01 - $100,000	$~~681.7~~764.15 for the first $50,000 $~~7.50~~8.45 per additional $1,000 or fraction thereof, to and including $100,000.00
$100,000.01 - $500,000	$1,~~056.7~~186.65 for the first $100,000 $6.~~00~~75 per additional $1,000 or fraction thereof, to and including $500,000.00
$500,000.01 - $1,000,000	$3,~~45~~886.~~7~~65 or the first $500,000 $5.~~0~~50 per additional $1,000 or fraction thereof, to and including $1,000,000.00
$1,000,000.01 and up	$~~5,956.75~~6,635.65 for the first $1,000,000 $4.~~00~~50 per additional $1,000 or fraction thereof.

This fee schedule was developed ~~cooperatively by members of the League of Minnesota Cities and the Association of Metropolitan Municipalities, with information provided by the State Building Codes and Standards Division.~~by the State of Minnesota (326B.153 Building Permit Fees). The $50.00 fees for valuations under $2000.00 reflect the City's minimum trip charge for a single inspection.

EXHIBIT B

RESIDENTIAL BUILDING VALUATION WORKSHEET
Cost Per Square Foot

By reference the City adopts the most recently approved valuation table approved by the Minnesota Department of Industry and Labor.

SINGLE FAMILY DWELLINGS-TYPE V- WOOD FRAME

First Floor
Second Floor

SINGLE FAMILY DWELLINGS - BASEMENT

Finished Basements
Unfinished Basements
Crawl Space
Conversion
Un-excavated Foundation Areas

GARAGES:

Wood Frame
Masonry Construction
Carport
Pole Building

DECKS, WOOD FRAMED, ENTRY PORCH
FOUR SEASON PORCHES
THREE SEASON PORCHES, WOOD FRAMED
GAZEBOS, WOOD FRAMED/SCREENED
ZERO CLEARANCE FIREPLACES

MASONRY FIREPLACES:

One Level
Each Additional Level

SINGLE FAMILY DWELLING MECHANICAL INSTALLATION VALUES:

Plumbing
(Up to 2 Full Baths – 1 Half Bath-Basement R.I. Only)
Plumbing, Each Additional Bathroom
HVAC (No Air conditioning, One Furnace)
HVAC, Air Conditioning
HVAC, Each Additional Furnace
City Sewer/Water Installation
Septic Systems(s):
- Standard Trench/Drain field
- Mound System
- Tanks/Pumped up/Drain field

EXHIBIT C

TABLE A-33-A-GRADING PLAN REVIEW FEES	
50 cubic yards (38.2m^3) or less	No fee
50 cubic yards (38.2m^3) or less	$23.50
101 to 1,000 cubic yards (77.2m^3 to 764.6m^3)	$37.00
1,001 to 10,000 cubic yards (765.3m^3 to 7645.5m^3)	$49.25
10,001 to 100,000 cubic yards (7646.3m^3 to 76,455m^3) - $49.25 for the first 10,000 cubic yards (7645.5m^3), plus $24.50 for each additional 10,000 yards (7645.5m^3) or fraction thereof.	
100,001 to 200,000 cubic yards (76 456m^3 to 152 911m^3) - $269.75 for the first 100,000 cubic yards (76 455m^3), plus $13.25 for each additional 10,000 cubic yards (7645.5m^3) or fraction thereof.	
200,001 cubic yards (152 912m^3) or more - $402.25 for the first 200,000 cubic yards (152 911m^3), plus $7.25 for each additional 10,000 cubic yards (7645.5m^3) or fraction thereof.	
Other Fees: Additional plan review required by changes, additions or revisions to approved plans (minimum charge is one-half hour)	$50.50 per hour*

*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

TABLE A-33-B-GRADING PERMIT FEES	
50 cubic yards (38.2m^3) or less	$23.50
51 to 100 cubic yards (40m^3 to 76.5m^3)	$37.00
101 to 1,000 cubic yards (77.2m^3 to 764.6m^3) - $37.00 for the first 100 cubic yards (76.5m^3) plus $17.50 for each additional 100 cubic yards (76.5m^3) or fraction thereof	
1,001 to 10,000 cubic yards (765.3m^3 to 7645.5m^3) - $194.50 for the first 1,000 cubic yards (764.6m^3), plus $14.50 for each additional 1,000 cubic yards (764.6m^3) or fraction thereof.	
10,001 to 100,000 cubic yards (7646.3m^3 to 76,455m^3) - $325.00 for the first 10,000 cubic yards (7645.5m^3), plus $66.00 for each additional 10,000 cubic yards (7645.5m^3) or fraction thereof.	
100,001 cubic yards (76 456m^3) or more - $919.00 for the first 100,000 cubic yards (76 455m^3), plus $36.50 for each additional 10,000 cubic yards (7645.5m^3) or fraction thereof.	
Other Inspections and Fees: 1. Inspections outside of normal business hours (minimum charge- two hours) 2. Re-inspection fees assessed under provisions of Section 108.8 3. Inspections for which no fee is specifically indicated (minimum charge – one half hour)	$50.50 per hr[2] $50.50 per hr[2] $50.50 per hr[2]

The fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project.

[2] Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

PARKS AND RECREATION FEES

I. COMMUNITY CENTER, ARENA, AND FACILITIES

A. Definitions

1. City Groups, Organizations, or Activities (City sponsored activities.)
   Includes Rosemount Halloween Festivity, Leprechaun Days, and Shamrock Awards Banquet.

2. Civic and Non-Profit Groups
   Includes civic organizations, political groups, churches, athletic associations, fraternal groups, charitable groups, and character building organizations devoted to social, educational, recreational and civic development or other like purposes.

3. Commercial Groups
   Includes groups that operate for profit or the purpose of promotion or advertisement.

4. Governmental Agencies
   Includes county, state, federal, and special tax districts serving Rosemount residents.

5. Non-Resident Groups
   Includes groups having more than one-half of their members not living within the Rosemount City limits.

6. Resident
   Any person who maintains a residential address in the City of Rosemount.

7. Resident Groups
   Includes groups having more than one-half of their members living within the Rosemount City limits.

8. School District #196
   Includes all directly related school activities including curricular, co-curricular, extracurricular and all directly controlled school organizations; including Community Education.

9. Resident Athletic Groups
   Includes RAAA and RAHA.

B. Priority for Scheduling Facilities

1. Purpose

Due to the large number of organizations that request Community Center facilities, the City Council has deemed it necessary to group by activity these organizations and establish a priority in order to insure that Community Center facilities are made available so as to best meet community needs.

2. Priority of Users

a. National Guard
b. Rosemount Parks and Recreation programs
c. Community events
d. All others

3. Permits and Rental Agreements

Uses may be determined by permit, contract or rental agreement on such terms as mutually agreed upon.

C. Facility Fees

1. Purpose

The City Council establishes the following user classifications for the purpose of setting fees. Specific fee charges are dependent on the purpose of the activities, type of group, facility that is requested and special services and/or equipment needed, with consideration to the market place and such other factors as may be deemed relevant. A fee schedule will be established by the City Council after review and recommendation of the Parks and Recreation Commission. The fee schedule will be reviewed as necessary but not less than annually by the Parks and Recreation Commission. Under supervision of the Parks and Recreation Director, the management staff at the Community Center would have the ability to negotiate for last minute rentals, long term rentals, and special events in order to maximize use of the Community Center. Staff would provide quarterly exception reports.

2. Fee Class of Users

Class 1: City sponsored activities
Class 2: Residents, resident civic, resident non-profit groups, ISD 196 schools, other Rosemount schools, and resident commercial groups.
Class 3: Non-residents, non-resident civic, non-resident non-profit groups, and other governmental agencies, and non-resident commercial groups.

3. Fees

a. Auditorium

Auditorium alone:*

FEE CLASS	HOURLY RATE
Class 1	No fee for City sponsored events.
Class 2	$53 per hour
Class 3	$68 per hour

Auditorium with the Banquet Room and adjoining Lobby:* (all day fee)

FEE CLASS	SATURDAY FEE	FRIDAY FEE	WEEKDAY FEE (Sun-Thurs)**
Class 1	No fee for City sponsored events.		
Class 2	$975	$875	$575
Class 3	$1,325	$1,225	$775

** Add $150 for Sunday – Thursday rentals scheduled past 10:00 p.m., no later than midnight.

b. Banquet Room

FEE CLASS	SATURDAY FEE	FRIDAY FEE	WEEKDAY FEE (Sun-Thurs)**
Class 1	No fee for City sponsored events.		
Class 2	$875	$775	$475
Class 3	$1,075	$975	$525
Class 2/3	Holidays	Additional $500	

** Add $150 for Sunday – Thursday rentals scheduled past 10:00 p.m., no later than midnight.

c. Classrooms 204-215

FEE CLASS	PER CLASSROOM
Class 1	No fee for City sponsored events.
Class 2	$27 per 3 hours per Classroom
Class 3	$33 per 3 hours per Classroom

Classroom 221

Class 1	No Fee
Class 2	$42 first 3 hour block
Class 3	$48 first 3 hour block

Regular use of the Classrooms:
The Classrooms will be available for regular meetings. An organization in Fee Class 2 that is a resident civic or resident non-profit group can reserve one Classroom at no charge for one meeting per month. Dependent upon space availability, Rosemount Community Center Staff will coordinate the free meeting space to best accommodate multiple users. An organization can reserve up to one year in advance of the reservation period, and is charged a non-refundable $26 reservation fee. An additional fee may be assessed relating to cleaning and setup costs.

d. Gymnasium

FEE CLASS	HOURLY
Class 1	No fee for City sponsored events.
Class 2	$37 + tax per hour
Class 3	$58 + tax per hour

Banquets or dance events in the Gymnasium will be charged Banquet Room rates.

Groups of 50 or more using the Gymnasium will be charged a custodial fee of $25 per hour of use.

e. Audio Visual Equipment

Easels, paper and markers may be rented for $16 + tax per use. (Easels are free of charge if no paper and markers are requested.) . There is no charge for use of microphones and lecterns.

f. Arena

Prime Time Ice	$225 + tax per hour (During Prime Season)
Non Prime Time Ice	$145 + tax per hour (During Prime Season)
Spring/Summer Ice	$ 145 + tax per hour

Prime Ice Season: January, February, March, September, October, November and December

Spring/Summer Ice Season: April, May, June, July and August
Prime Time Rental Hours: Monday – Sunday 5:00 a.m. – 10:00 p.m.
Non-Prime Rental Hours: Monday – Sunday 10:00 p.m. – 5:00 a.m.

Dry Floor Events: Fees + tax to be negotiated by management staff
Public Skating Fees:

The order of priority for scheduling of ice time to major users (+200 hours per year) is as follows:

1. Community Center sponsored programs (Open Skating, Learn to Skate, events, etc.)

2. Rosemount High School Girls and Boys Hockey games and practices, based on limits mutually agreed upon. Schedule request are due by May 1st, revisions due by May 31st

3. Rosemount Area Hockey Association. Schedule provided by, June 1st revisions due by July 31st.

4. Signed Ice contract is due no later than August 7th, each year, after August 7th, RAHA will be required to purchase all ice hours in signed contract.

5. Other hockey associations or organizations requesting 200 or more hours per year.

After the above groups have been scheduled consecutively, ice time for secondary users (less than 200 hours per year) will be scheduled on a first come, first served basis.

6. Cancellations: Cancellations will be subject to 50% of the rental fee.

4. Deposits

a. Specific to Banquet Room events, a damage deposit of $500 is required two weeks prior to the event. As to the Auditorium and Gymnasium, depending on the type of event and group size, a damage deposit of up to $500 may be added to rental charges. Pending the rental space does not incur any damages; the deposit will be refunded within 21 days after the event date.

b. Specific to the Auditorium, Banquet Room and Gymnasium, a non-refundable rental deposit of one-half the fee is required within two weeks of permit issue. The renter will forfeit the reservation if the rental deposit is not received within two weeks after the permit issue date. The balance of the room fee is due two weeks prior to the event.

c. Specific to the Ice Arena, a non-refundable deposit of 50% of the total contract price is required upon receipt of the Ice Arena contract for use. The remainder of the contract shall be paid before the group gets on the ice. RAHA and RHS (ISD 196) are exempt from paying a deposit and will make full payment for the previous month's ice bill.

d. Specific to the Classrooms, the rental fee is required with the signed permit. The reservation is not confirmed until both the signed permit and the fees are paid.

II. OUTDOOR FACILITIES

A. Park Facility Priority Use

All City of Rosemount Parks and Recreation Activities will be given priority; all facilities will be scheduled to accommodate these activities. After all Parks and Recreation activities have been scheduled accordingly, then requests will be granted to other users in order of their priority as listed below. User Groups 2, 5, 6 and 7 are charged facility fees for tournaments and camps only. Fees are not charged for regular season play.

1. City Sponsored Events - All Parks and Recreation Activities which include, but are not limited to, adult leagues, tournaments, playground programs, special events, etc.

2. RAAA and RAHA

3. Residents

4. Other youth sports organizations based on resident participants

5. Rosemount Schools K-12

6. Rosemount Colleges and Universities (unless a special agreement is in place for use)

7. All Other Requests

B. Facility Fees

1. Erickson Softball Complex and Tournament Fees:

Athletic Fields (Ball, Soccer)	$42 + tax/field/day
Field Maintenance	$37/hour or cost incurred by City
Chalk	Cost incurred by City
Field Dry	Cost incurred by City

2. Park Shelter Fees:

Open Shelter (does not include other park amenities)	$32 + tax/day (Resident) $53 + tax/day (Non-Resident)
Enclosed Shelter (does not include other park amenities)	$84 + tax/day (Resident) $137 + tax/day (Non-Resident)
Amphitheater (comes with use of Central Park Shelter)	$158 + tax/day (Resident) $263 + tax/day (Non-Resident)

3. Non-League Facility Fees:

Fields (Ball, Soccer)	$42 + tax/field/day
Tennis Court	$11 + tax/court/4 hours
Hockey Rink	$16 + tax/rink/4 hours
Volleyball Court	$11 + tax/court/day

4.	Camps	$42 + tax/field/day (Resident)* $57 + tax/field/day (Non-Resident)* ** Direct Maintenance Fees for camps will be added to rental fees*
5.	Independent League Field Fees: Fields (Ball, Soccer, Outdoor Rinks)	 $315 + tax/team/12 week season
6.	Other Fees: DCTC Soccer Lights Portable Toilet Damage Deposit Lost Key Fee	 $37 + tax Based upon price quoted by toilet provider $158 for all events (refundable) $53 per key
7.	Cancellations will be subject to 50% of the rental fee. No refunds for inclement weather	

II. The Rosemount Steeple Center Fees

The Rosemount STEEPLE CENTER ROSEMOUNT, MINNESOTA **2023 Rental Rates** All rentals are tax exempt	Monday-Thursday	Friday	Saturday	Sunday
		Assembly Hall **6-Hour Rental Block** 9:00am – 3:00pm OR 5:00pm – 11:00pm **Full Day Rental** 9:00am-11:00pm	**Assembly Hall** **Full Day Rental** 9:00am-11:00pm	**Assembly Hall** **Available Hours** 2:00pm – 9:00pm* *Minimum 5-Hr Rental
ASSEMBLY HALL **(2,520 sq. ft., 36'x70')** **(Stage: 23'-38' wide, up to 28' deep)** ***Theater Seating Capacity: 204*** ***Capacity With Tables/Chairs: 192***	**3-Hour Min. Rental** Resident: $150 Non-Resident:$210 **Additional Hours** Resident: $50/hr Non Resident:$70 /hr	**6-Hour Min. Rental** Resident: $300 Non-Resident:$420 **Full Day Rental** Resident: $700 Non-Resident:$980	**Full Day Rental** Resident: $700 Non-Resident:$980	**5-Hour Min. Rental** Resident: $250 Non-Resident: $350 **Additional Hours** Resident: $50/hr Non Resident:$70 /hr
ROOM #100 ***Capacity With Tables/Chairs: 60*** ***3' Square Card Tables (up to 15)*** ***Available Hours:*** ***Sun-Thurs, 8am-9pm*** ***Fri-Sat, 9am-11pm***	**3-Hour Min. Rental** Resident: $60 Non-Resident: $70 **Additional Hours** Resident: $20/hr Non Resident:$25/hr	**3-Hour Min. Rental Between 8am-5pm** Resident: $75 Non-Resident:$90 **6-Hour Min. After 5pm** Resident: $150 Non-Resident:$180 **Additional Hours** Resident: $25/hr Non Resident: $30/hr	**6-Hour Min. Rental** Resident: $150 Non-Resident:$180 **Additional Hours** Resident: $25/hr Non Resident: $30/hr	**5-Hour Min. Rental** Resident: $125 Non-Resident:$150 **Additional Hours** Resident: $25/hr Non Resident: $30/hr
ROOM #200/201 ***Capacity With Tables/Chairs: 80*** ***8' Banquet Tables (up to 10)*** ***Available Hours:*** ***Sun-Thurs, 8am-9pm*** ***Fri-Sat, 9am-11pm***	**3-Hour Min. Rental** Resident: $75 Non-Resident: $90 **Additional Hours** Resident: $25/hr Non Resident:$30/hr	**3-Hour Min. Rental Between 8am-5pm** Resident: $90 Non-Resident:$105 **6-Hour Min. After 5pm** Resident: $180 Non-Resident:$210 **Additional Hours** Resident: $30/hr Non Resident:$35/hr	**6-Hour Min. Rental** Resident: $180 Non-Resident:$210 **Additional Hours** Resident: $30/hr Non Resident:$35/hr	**5-Hour Min. Rental** Resident: $150 Non-Resident:$175 **Additional Hours** Resident: $30/hr Non Resident:$35/hr
ROOM #202 ***Capacity With Tables/Chairs: 48*** ***8' Banquet Tables (up to 6)*** ***Available Hours:*** ***Sun-Thurs, 8am-9pm*** ***Fri-Sat, 9am-11pm***	**3-Hour Min. Rental** Resident: $45 Non-Resident: $60 **Additional Hours** Resident: $15/hr Non Resident:$20/hr	**3-Hour Min. Rental Between 8am-5pm** Resident: $60 Non-Resident:$75 **6-Hour Min. After 5pm** Resident: $120 Non-Resident:$150 **Additional Hours** Resident: $20/hr Non Resident: $25/hr	**6-Hour Min. Rental** Resident: $120 Non-Resident:$150 **Additional Hours** Resident: $20/hr Non Resident: $25/hr	**5-Hour Min. Rental** Resident: $100 Non-Resident:$125 **Additional Hours** Resident: $20/hr Non Resident: $25/hr
ADDITIONAL FEES:	$300.00 Refundable Damage Deposit* $315.00 Security Fee if alcohol is served (see Alcohol Policy) $200.00 Change Over Fee (ex: Ceremony to Reception) **Damage Deposits required for rental of Assembly Hall only*			

EQUIPMENT RENTAL:	**ITEM: FEE:** Screen Rental $25/per event- plus tax LCD Rental $10/per event - plus tax

IV. PARK DEDICATION FEES

A. Park Dedication Fees

Park dedication fees are outlined in City Subdivision Ordinance and City Ordinance No. XVII.103 and .107 which state:

In all new residential subdivisions, the City shall require that a sufficient portion of such land be set aside and dedicated to the public for parks, playgrounds or other public use exclusive of property dedicated for streets and other public ways. It shall be presumed that a sufficient amount of land has been dedicated for parks and playgrounds for the present and future residents of the subdivision, if the subdivider dedicates at least 1/25 of an acre per dwelling unit that can be constructed in the subdivision. The City upon consideration of the particular type of development proposed in the subdivision may require larger or lesser amounts of land be dedicated if the City determines that the present and future residents of the subdivision would require greater or lesser amounts of land for such purposes. The City shall determine whether cash in lieu of land dedication is more appropriate. The amount of cash dedication shall be determined by multiplying the number of acres otherwise required to be dedicated by the average value of comparable undeveloped land set by resolution by the City Council.

In all new commercial and industrial subdivisions, it shall be presumed that a sufficient amount of land has been dedicated to serve the needs of the resident and working population if the sub divider dedicates at least ten percent (10%) of the land in the subdivision for parks, recreation and usable open space. The City upon consideration of the particular type of development proposed in the subdivision may require larger or lesser amounts of land to be dedicated if it determines that the present and future residents of the subdivision would require greater or lesser amounts of land for such purposes. The City shall determine whether cash in lieu of land dedication is appropriate. The amount of cash dedication shall be determined by multiplying the number of acres otherwise required to be dedicated by the average value of comparable undeveloped land set by resolution of the City Council.

Land Values for the dedication of land and/or cash contribution:

New residential subdivision	
Low density Residential	$85,000 per acre/$3,400 per unit
Medium density Residential	$95,000 per acre/$2,850 per unit
High density Residential	$125,000 per acre/$2,500 per unit
Commercial subdivision	$90,000/acre
Industrial subdivision	$50,000/acre
Business Park development	$85,000/acre

ROSEMOUNT MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: December 21, 2023

AGENDA ITEM:	Sick Leave Policy and Earned Safe and Sick Time Policy	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY:	Teah Malecha, Administrative Services Director	**AGENDA NO.** 6.f.
ATTACHMENTS:	Updated Sick Leave Policy DRAFT, Earned Safe and Sick Time Policy DRAFT, Original Sick Leave Policy	**APPROVED BY:** LJM
RECOMMENDED ACTION: Motion to approve the updated Sick Leave Policy and Earned Safe and Sick Time Policy effective January 1, 2024.		

BACKGROUND

Effective January 1, 2024, Minnesota's Earned Sick and Safe Time (ESST) law requires all employers to provide paid leave to employees. Time can be used for reasons such as:

- the employee's mental or physical illness, treatment or preventative care
- a family member's mental or physical illness, treatment or preventative care
- absence due to domestic abuse, sexual assault, or stalking of the employee or a family member
- closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency
- when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

The time can be used for themselves or for their family members such as their spouse, children, siblings, and grandparents. The law also includes allowing employees to designate one individual annually that does not already qualify.

Employers are required to provide each employee with at least one hour of ESST for every 30 hours they work, with a maximum of at least 48 hours per year for a full-time employee. An employee is eligible once they work at least 80 hours. Temporary and part-time employees are eligible, which includes seasonal workers and paid on-call firefighters at this time.

The City provides sick leave to benefit eligible staff. The current Sick Leave Policy has been updated to meet the requirements of the new ESST law. Benefit eligible staff will receive their sick leave at the beginning of the year rather than a monthly accrual to ensure the City complies with the complexities the new law creates for sick leave. An Earned Sick and Safe Time Policy has been created for non-benefit eligible staff. Those staff will accrue hours at one hour for every 30 hours that they work.

By providing sick leave, it helps employees manage the stress of caring for loved ones during hard times without the fear of missing payments or not being able to pay for groceries, which results in more relaxed and productive employees. The policy has been reviewed by the City Attorney, follows

League of MN Cities guidance, and was discussed via negotiations with all bargaining groups.

RECOMMENDATION

Staff recommends approval of the updated Sick Leave Policy and Earned Safe and Sick Time Policy effective January 1, 2024.

Sick Leave
Policy Number 8.10

Sick leave shall be provided to all regular benefit eligible full-time and part-time employees. Full-time benefit eligible employees will receive 96 hours of sick leave on January 1st of each calendar year. Part-time benefit eligible employees will receive 80 hours of sick leave on January 1st of each calendar year. Employees hired mid-year will receive a prorated amount of sick leave according to the following schedule:

January Full-time Hires:	96 hours
February Full-time Hires:	88 hours
March – December Full-time Hires:	80 hours
January – December Part-time Hires:	80 hours

There will be no maximum accumulation of sick leave for employees hired prior to January 1, 2016. Employees hired after this date will have a maximum sick leave cap of 800 hours. The Sick Leave policy will meet all the requirements of Minnesota's Earned Sick and Safe Time Law.

Use of Sick Leave

Sick leave may be used as it is accrued for the following circumstances:

- An employee's own:
    - Mental or physical illness, injury or other health condition;
    - Need for medical diagnosis, care or treatment, of a mental or physical illness, injury or health condition;
    - Need for preventative care;
    - Closure of the employee's place of business due to weather or other public emergency;
    - The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has request a test or diagnosis; and
    - Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
        - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
        - Obtain services from a victim services organization;
        - Obtain psychological or other counseling;
        - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking; and
        - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.

- Care of a family member:
    - With a mental or physical illness, injury, or other health condition
    - Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition
    - Who needs preventative medical or health care
    - Whose school or place of care has been closed due to weather or other public emergency
    - When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease
    - Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:
        - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
        - Obtain services from a victim services organization;
        - Obtain psychological or other counseling;
        - Seek relocation to take steps to secure an existing home due domestic abuse, sexual assault or stalking; and
        - Seek legal advice or take legal action, including preparing for or participating any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.

Family Members

For sick leave purposes, family member includes an employee's:

- Spouse or registered domestic partner;
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in local parentis;
- Sibling, step sibling or foster sibling
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child;
- Grandchild, foster grandchild or step grandchild;
- Grandparent or step grandparent;
- A child of a sibling of the employee;
- A child-in-law or sibling-in-law;
- Any of the above family members of a spouse or registered domestic partner;
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- Up to one individual annually designated by the employee.

Notification
If the need for Sick Leave is foreseeable, the city requires seven days' advance notice. Employees unable to report for their workday because of illness, injury or other unforeseeable need shall notify their supervisor or designee prior to their scheduled starting time, or as soon as practicable, except in the event of an emergency which prevents an employee from notifying their supervisor. Employees failing to give such notice or using sick leave for purposes not listed in this policy may be subject to disciplinary action.

Documentation
When an employee uses Sick Leave for more than three consecutive days, the city may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, Sick Leave for a qualifying purpose. The city will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, they city will not require an employee using Sick Leave to find a replacement worker to cover the hours the employee will be absent.

Retaliation Prohibited
The city shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting Sick Leave rights, requesting a Sick Leave absence, or pursuing remedies. Further, use of Sick Leave will not be factored into any attendance point system the city may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under Sick Leave.

Benefits and return to work protections
During an employee's use of Sick Leave, an employee will continue to receive the city's employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.
An employee returning from time off using accrued Sick Leave is entitled to return to their city employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employe's time off. Seniority during Sick Leave absences will continue to accrue as if the employee has been continually employed.

Separation of employment and rehire
Employees voluntarily terminating their employment in good standing with two weeks advanced notice will receive payment at the employee's rate of pay at the time of the employee's termination based on the following:

Start of 2nd year through completion of 5th year of service:	15% of accumulated sick leave
Start of 6th year through completion of 10th year of service:	30% of accumulated sick leave
Start of 11th year through completion of 15th year of service	45% of accumulated sick leave
Start of 16th year of service and above:	60% of accumulated sick leave

If there is a separation from employment with the city and the employee is rehired again within 180 days of separation, previously earned Sick Leave that had not been used and was not paid out will be reinstated. The employee is entitled to use and earn Sick Leave at the commencement of reemployment. Rehires during same calendar year within 180 days of termination will not receive new pro-rated sick leave hours if the reinstated hours is at least 80 hours.

Coordination with Workers Comp

Any employee who by reason of sickness or injury receives worker's compensation benefits may keep the worker's compensation benefits and receive from the City additional differential benefits from their accumulated sick leave, but in any case the total biweekly compensation including leave and worker's compensation benefits shall not exceed the biweekly net base pay rate of an employee.

Sick Leave Sell Back

On January 1st and July 1st, of each year, employees may elect to sell accumulated sick leave to the EMPLOYER if the employee's accumulated sick leave is in excess of sixty (60) days or 480 hours. The only other time that this is allowed is upon notice of retirement (one time only). This buyout provision will be computed by multiplying the number of hours being sold times a conversion rate based upon the employee's number of years of service. This conversion rate (or percentage) will be determined as follows:

Start of 2nd year through completion of 5th year:	15% x rate x hours
Start of 6th year through completion of 10th year:	30% x rate x hours
Start of 11th year through completion of 15th year:	45% x rate x hours
Start of 16th year and above:	60% x rate x hours

Earned Sick and Safe Time
Policy Number x.xx

The City provides Earned Sick and Safe Time with pay for all non-benefit eligible employees performing work for at least 80 hours in a calendar year for the city. Employees will earn 1 hour of Earned Sick and Safe Time for every 30 hours worked to a maximum of 48 hours earned per calendar year. The hourly rate of Earned Sick and Safe Time is the same hourly rate an employee earns from employment with the city.

Earned Sick and Safe Time Use

The leave may be used as it is earned for the following circumstances:

- An employee's own:
  - Mental or physical illness, injury or other health condition;
  - Need for medical diagnosis, care or treatment, of a mental or physical illness, injury or health condition;
  - Need for preventative care;
  - Closure of the employee's place of business due to weather or other public emergency;
  - The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis; and
  - Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
    - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
    - Obtain services from a victim services organization;
    - Obtain psychological or other counseling;
    - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking; and
    - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.

- Care of a family member:
  - With a mental or physical illness, injury, or other health condition;
  - Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition;
  - Who needs preventative medical or health care;
  - Whose school or place of care has been closed due to weather or other public emergency;

- When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease;
- Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:
    - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
    - Obtain services from a victim services organization;
    - Obtain psychological or other counseling;
    - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking; and
    - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.

Family Members

For Earned Sick and Safe Time purposes, family member includes an employee's:

- Spouse or registered domestic partner;
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in local parentis;
- Sibling, step sibling or foster sibling;
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child;
- Grandchild, foster grandchild or step grandchild;
- Grandparent or step grandparent;
- A child of a sibling of the employee;
- A child-in-law or sibling-in-law;
- Any of the above family members of a spouse or registered domestic partner;
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- Up to one individual annually designated by the employee.

Advance notice for use of Earned Sick and Safe Time

If the need for Earned Sick and Safe Time is foreseeable, the city requires seven days' advance notice. However, if the need is unforeseeable, the employee must provide notice of the need for Earned Sick and Safe Time as soon as practicable. When an employee uses Earned Sick and Safe Time for more than three consecutive days, the city may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, Earned Sick and Safe Time for a qualifying purpose. The city will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's

medical condition. In accordance with state law, they city will not require an employee using Earned Sick and Safe Time to find a replacement worker to cover the hours the employee will be absent.

Carry over of Earned Sick and Safe Time
Employees are eligible to carry over accrued but unused Earned Sick and Safe Time into the following year, but the total of Earned Sick and Safe Time hours shall not exceed 80 hours. Accrued time is capped at 80 hours at any given time.

Retaliation prohibited
The city shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting Earned Sick and Safe Time rights, requesting an Earned Sick and Safe Time absence, or pursuing remedies. Further, use of Earned Sick and Safe Time will not be factored into any attendance point system the city may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under Earned Sick and Safe Time.

Benefits and return to work protections
During an employee's use of Earned Sick and Safe Time, an employee will continue to receive the city's employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.
An employee returning from time off using accrued Earned Sick and Safe Time is entitled to return to their city employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employe's time off. Seniority during Earned Sick and Safe Time absences will continue to accrue as if the employee has been continually employed.

Separation of employment and rehire
Earned Sick and Safe Time is not paid out upon termination. If there is a separation from employment with the city and the employee is rehired again within 180 days of separation, previously accrued Earned Sick and Safe Time that had not been used will be reinstated. The employee is entitled to use and accrue Earned Sick and Safe Time at the commencement of reemployment.

Policy: SICK LEAVE
Section: 27
Approved by: City Administrator on December 3, 2009; updated 1/15/16
Page: 1 of 2

Policy

Use of Sick Leave

(1) Sick leave shall be a benefit provided to all regular full-time and probationary employees and shall be accrued at the rate of eight (8) hours for each full month of employment and pro-rated to the nearest hour for partial month's service. There will be no maximum accumulation of sick leave for employees hired prior to January 1, 2016. Employees hired after this date will have a maximum sick leave cap of 800 hours.

(2) Sick leave may be granted by the employee's supervisor only for absence from duty because of personal illness, legal quarantine, maternity, injury, dental or medical treatment necessitating the employee's absence or for serious illness in the employee's immediate family. Immediate family for the purpose of this section shall be defined as spouse, minor children, ward, parent and siblings when living in the household of the employee. In instances of critical illness to a member of the family, who is either not a member of the immediate family or not living in the household, an appeal may be made to the City Administrator to waive these requirements. Sick leave usage shall be subject to approval and verification by a supervisor who may require the employee to furnish a report from a recognized medical authority attesting to the need of the leave, and other information the supervisor deems necessary.

(3) Exception to the definition of immediate family: The City reserves the right, as a matter of policy, to permit employees to take leave for the illness of an adult child or parent. Further, the City reserves the right to establish this policy under such circumstances and conditions that it deems appropriate, all on a case-by-case basis. An exercise of this policy shall not establish a precedent or practice. An employee's request under this policy shall be in writing and sent to the employee's immediate supervisor. The supervisor shall forward this request, along with the supervisor's recommendation to the City Administrator for review and approval.

(4) To be eligible for sick leave payment, an employee must notify his/her designated supervisor prior to the starting time of the scheduled shift. This notice may be waived if the supervisor determines that the employee could not reasonably be expected to

comply with this requirement because of circumstances beyond the control of the employee.

(5) An employee who is absent from duty may be required to undergo a medical evaluation and furnish a report from an appropriate medical authority, at the City's expense, that will enable a Department Head to determine the employee's fitness for performance of assigned duties. When it is determined that the employee's absence from work is unnecessary, the Department Head may require the employee to either return to work or resign.

(6) Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery are considered temporary disabilities and shall be treated as any other illness in connection with employment.

(7) An employee who improperly claims sick leave shall be subject to disciplinary action, including loss of compensation and/or dismissal.

(8) Sick leave charges to accruals may not be made in less than half-hour amounts.

Coordination with Workers Comp

Any employee who by reason of sickness or injury receives worker's compensation benefits may keep the worker's compensation benefits and receive from the City additional differential benefits from their accumulated sick leave, but in any case the total biweekly compensation including leave and worker's compensation benefits shall not exceed the biweekly net base pay rate of an employee.

Sick Leave Sell Back

On January 1st and July 1st, of each year, employees may elect to sell accumulated sick leave to the EMPLOYER if the employee's accumulated sick leave is in excess of sixty (60) days or 480 hours. The only other time that this is allowed is upon notice of retirement (one time only). This buyout provision will be computed by multiplying the number of hours being sold <u>times</u> a conversion rate based upon the employee's number of years of service. This conversion rate (or percentage) will be determined as follows:

1 thru 5 years of service: 15% x rate x hours
6 thru 10 years of service: 30% x rate x hours
11 thru 15 years of service: 45% x rate x hours
16 years of service & above: 60% x rate x hours

ROSEMOUNT MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: December 21, 2023

AGENDA ITEM: Authorize Initial Items for the 2024 SIP	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	**AGENDA NO.** 6.g.
ATTACHMENTS: Resolution, Location Map, Schedule	**APPROVED BY:** LJM
RECOMMENDED ACTION: Pass motions for three items related to the 2024 Street Improvement Project, City Project 2024-01 as follows: 1. Accept Feasibility Report 2. Call the Public Hearing on Improvements 3. Authorize the Preparation of Plans and Specifications	

BACKGROUND

The 2024 Street Improvement Project, City Project 2024-01, was included as part of the 2023-2032 Capital Improvement Plan. The streets identified for this improvement through the City's pavement management evaluation are shown in the attached map. The project is proposed to consist of full depth reclamation, spot replacement of curb and gutter, minor utility work, and replacement of pedestrian ramps to meet current ADA standards. The streets planned for improvement include:

- Claret Avenue between 151st Street W and 155th Street W
- Chokecherry Avenue between 152nd Street W and 153rd Street W
- Chokecherry Avenue between 154th Street W and 155th Street W
- Columbary Circle between 153rd Street W and the cul-de-sac
- Circle Avenue between 153rd Street W and 154th Street W
- Columbia Way between 153rd Street W and 155th Street W
- 152nd Street W between Claret Avenue and Chippendale Avenue
- 153rd Street W between Shannon Parkway and Chokecherry Avenue
- 154th Street W between the western cul-de-sac and Chokecherry Avenue

On November 6, 2023, City Council approved the preparation of a Feasibility Report. This report was prepared by TKDA and a hard copy will be available at the Council meeting for review and an electronic version will be posted to the project web page (http://www.rosemountmn.gov/2024streets). The report reviews the existing conditions, proposes improvements, details costs and funding sources and estimates the proposed assessments. This report found the project, as proposed, to be feasible, cost-effective and necessary.

Staff is recommending that a Public Hearing on Improvements be held on January 16, 2024. This would be the next step necessary under Minnesota Statues Chapter 429. A presentation of the proposed improvements will be made as part of the Improvement Hearing.

Public Engagement

On December 6, 2023, a neighborhood open house was held at the Rosemount Community Center. Display boards and an informational handout were available at the meeting and are posted on the project web page. Since attendance was light, with only 5 households attending, an additional mailing was sent to the neighborhood. That letter provided details on the project, links to the website and contact information for city staff and the consultant. As of December 14, two additional residents have contacted the City Engineer with questions. Generally, the residents were supportive of the project and additional comments are noted as follows:

- Questions on the scope of the project
- Driveway access concerns
- Speeding and/or inattentive driving
- Proposed parking restrictions
- Requests for possible pedestrian improvements both within and adjacent to the project corridor

One item being reviewed concerns removing two short road segments and the residents in attendance were generally supportive, with some minor concerns about connectivity and emergency services. The two sections being considered are Circle Avenue and Columbia Way between 153rd Street W and 154th Street W. There are no driveways along the segments and the short connections provide minimal benefit to the neighborhood road network. Should these streets be removed, a 10' wide multipurpose trail segment would be constructed to maintain pedestrian connectivity in the area. There is a possibility of installing rain gardens or other landscaping. Additional information and a final recommendation will be provided to the Council for a final decision at a future date.

Costs and Funding

The Feasibility Report prepared an initial cost estimate for the work to be completed. This cost will be refined and updated as the design progresses. The table below details the estimated total project cost and includes a 10% construction contingency and approximately 8% for overhead costs. The total estimated cost is $1,999,813. A detailed construction estimate is contained in the Feasibility Report.

TOTAL PROJECT COST		
ITEM	**ESTIMATED COST**	
Construction		
Street Improvement	$ 1,478,358	
Water Main Improvement	$ 35,094	
Sanitary Sewer Improvement	$ 42,374	
Storm Sewer Improvement	$ 125,822	
Subtotal	*$ 1,681,648*	
Construction Contingency (10%)	$ 168,165	
Total Construction		**$ 1,849,813**
Indirect Costs		**$ 150,000**
TOTAL PROJECT COST		**$ 1,999,813**

This project would be funded via a combination of Street CIP, assessments, and utility funds and are detailed below.

TOTAL PROJECT FUNDING	
FUND SOURCE	**AMOUNT**
Street CIP	$ 1,142,741
Assesssments	$ 615,322
Water Utility Fund	$ 41,733
Sanitary Utility Fund	$ 50,391
Storm Utility Fund	$ 149,627
TOTAL PROJECT FUNDING	**$ 1,999,813**

A preliminary Assessment Roll is included in the Feasibility Report and assessments are proposed based on the Rosemount Special Assessment Policy. There are two types of properties along the project corridor; single family and multi-family. This results in a need to calculate the multi-family cost separately. The multi-family frontage is known, so that percentage of the total project corridor can be calculated. That percentage is then used to establish the total assessment amount for the multi-family homes on a per unit basis. The detailed calculations are shown in the table below.

ASSESSMENT CALCULATIONS	
Overall Surface Project Costs	$ 1,758,061
Assessable Frontage (linear feet)	18,800
Assessment Rate	35%
Overall Assessable Costs	$ 615,321
Single Family Front Footage	18,389
Single Family Percentage of Total Frontage	97.81%
Single Family Assessment Amount	$ 601,869
Single Family Units	$ 156
Single Famiy Assessment	$ 3,858
Multi-Family Front Footage	411
Multi-Family Percentage of Total Frontage	2.19%
Multi-Family Assessment Amount	$ 13,452
Multi-Family Units	$ 15
Multi-Famiy Assessment	$ 897

Schedule

Should the Council approve this resolution, the proposed project schedule is attached. Items that have been shaded gray have been completed.

RECOMMENDATION

Staff recommends the Council adopt the attached resolution receiving the Feasibility Report, calling for the Public Hearing on Improvements and preparation of the plans and specifications for the 2024 Street Improvement Project, City Project 2024-01.

CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA

RESOLUTION 2023 - XX

A RESOLUTION ACCEPTING THE FEASIBILITY REPORT AND CALLING A PUBLIC HEARING FOR IMPROVEMENT 2024 STREET IMPROVEMENT PROJECT CITY PROJECT 2024-01

WHEREAS, pursuant to Resolution 2023-125 adopted November 6, 2023, a report has been prepared by TKDA with reference to proposed Improvement No. 2024-01, the following streets with a pavement rehabilitation:

- Claret Avenue between 151st Street W and 155th Street W
- Chokecherry Avenue between 152nd Street W and 153rd Street W
- Chokecherry Avenue between 154th Street W and 155th Street W
- Columbary Circle between 153rd Street W and the cul-de-sac
- Circle Avenue between 153rd Street W and 154th Street W
- Columbia Way between 153rd Street W and 155th Street W
- 152nd Street W between Claret Avenue and Chippendale Avenue
- 153rd Street W between Shannon Parkway and Chokecherry Avenue
- 154th Street W between the western cul-de-sac and Chokecherry Avenue

WHEREAS, this report was received by the council on December 21, 2023, and

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEMOUNT, MINNESOTA:

1. The Council will consider the improvement of such street in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of $1,999,813.

2. A public hearing shall be held on such proposed improvement on the 16th day of January, 2024, in the Council Chambers of the City Hall at 7:00 p.m. and the clerk shall give mailed and published notice of such hearing and improvement as required by law.

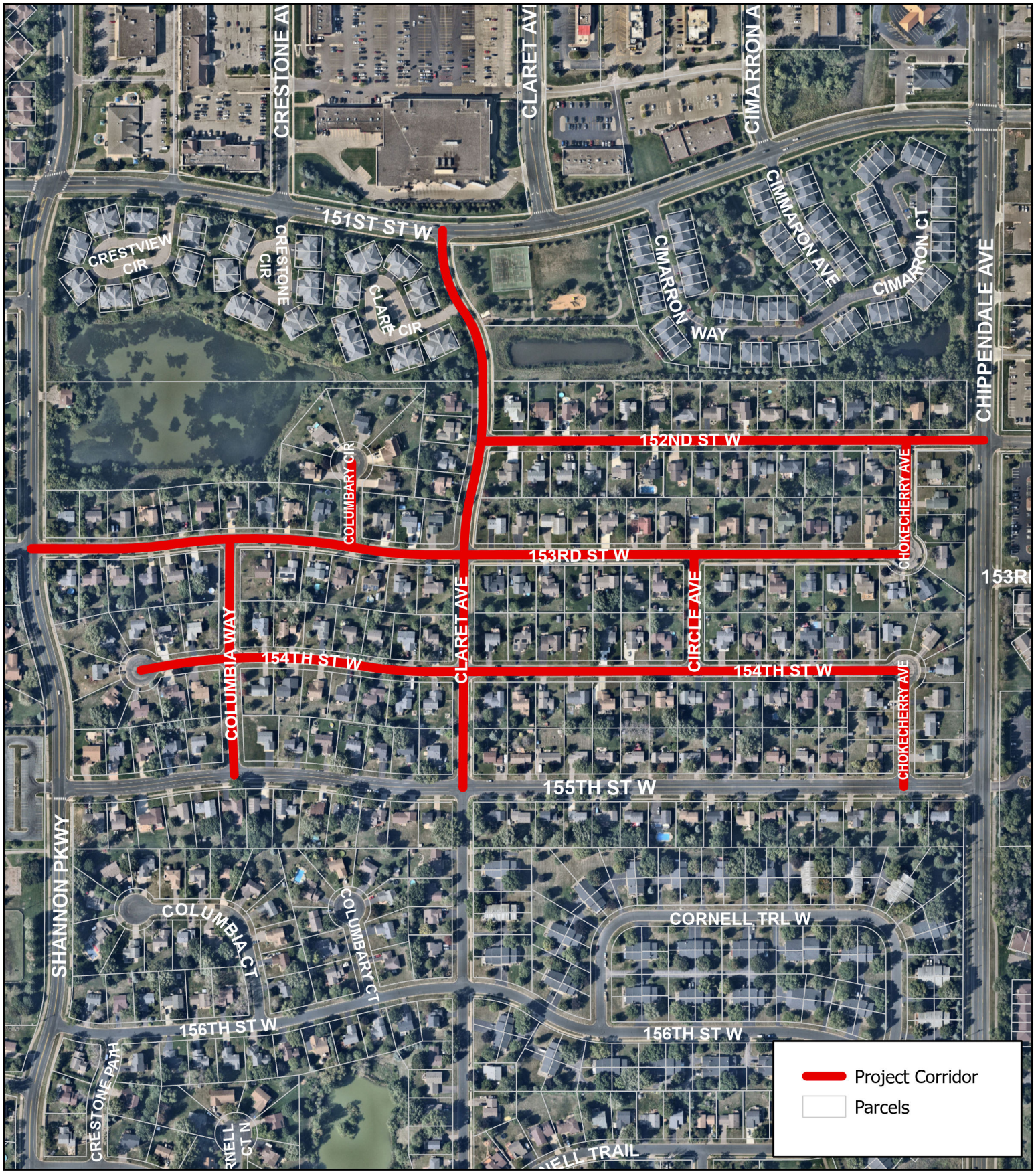
3. The City Engineer is hereby designated as the engineer for this improvement. The City Engineer shall have plans and specifications prepared for the making of such improvement.

ADOPTED this 21st day of December, 2023.

_____
Jeffery D. Weisensel, Mayor

ATTEST:

_____
Erin Fasbender, City Clerk



ROSEMOUNT
MINNESOTA

2024 Street Improvement Project

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CITY OF ROSEMOUNT
2024 STREET IMPROVEMENT PROJECT (CP 2024-01)
SCHEDULE OF PROJECT MILESTONES

DATE	ACTION
October 13 2023	➢ Issue Request for Proposals – Design services
October 26, 2023	➢ Proposals due to Engineering
November 6, 2023 ***City Council Meeting***	➢ City Council accepts engineering services proposal ➢ City Council authorizes preparation of Feasibility Study
November 8, 2023	➢ Project Kick off Meeting with City Staff
November 27, 2023	➢ Complete Feasibility Study
December 6, 2023	➢ Neighborhood Meeting – Rosemount Community Center, Banquet Hall (5:30 – 7:00)
December ~~19~~21, 2023 ***City Council Meeting***	➢ City Council Considers a Resolution to: o Accepts Feasibility Report o Call Public Hearing on Improvement on January 16, 2024 o Authorize Preparation of Plans and Specs
December 20, 2023	➢ Notice of Public Hearing sent to Local Paper
December 29, 2023	➢ 1st Publication of Notice of Public Hearing in Local Paper
January 3, 2024	➢ Mail Notice of Public Hearing to Property Owners
January 5, 2024	➢ 2nd Publication of Notice of Public Hearing in Local Paper
January 16, 2024 ***City Council Meeting***	➢ City Council holds Public Hearing on Improvements ➢ City Council authorizes Resolution Ordering Improvement ➢ City Council authorized preparation of Plans and Specifications
January 2024	➢ Project design as authorized
February 6, 2024 ***City Council Meeting***	➢ City Council Considers a Resolution to: o Approve Plans & Specifications o Authorize Advertisement for Bids
February 2024	➢ Revisions to Plans & Specs, if necessary, per City Council direction
February 7, 2024	➢ Advertisement for Bid sent to Local Paper ➢ Publish Advertisements for Bids on QuestCDN & City Website ➢ Bid Package Available for Purchase on QuestCDN ➢ Staff Produces Copies of Plans & Specs for Field Use and Walk-In Viewing
February 16, 2024	➢ 1st Publication of Advertisement for Bid in Local Paper
February 23, 2024	➢ 2nd Publication of Advertisement for Bid in Local Paper
March 1, 2024	➢ 3rd Publication of Advertisement for Bid in Local Paper
March 8, 2024	➢ Open Virtual Bids – 10:00 AM
March 8 - 13, 2024	➢ Evaluate Bids and Determine Financial Capacity for Project ➢ Bid Review and Contractor Qualifications/Reference Check
March 19, 2024 ***City Council Meeting***	➢ City Council Considers a Resolution to: o Award Contract o Declare Costs to be Assessed o Call Public Assessment Hearing on April 16, 2024
March/April 2024	➢ Contract Processing & Contractor Submittal Review
March 20, 2024	➢ Notice of Assessment Hearing sent to Local Paper
March 29, 2024	➢ Publication of Notice of Assessment Hearing in Local Paper ➢ Mail Notice of Assessment Hearing to Property Owners
April 2024	➢ City Staff holds Preconstruction Meeting with Contractor & Construction Begins
April 16, 2024 ***City Council Meeting***	City Council Considers a Resolution to: ➢ Adopt Proposed Assessments
August 2024	➢ Substantial Completion Deadline/Turf Restoration Deadline
September 2024	➢ Final Completion

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: December 21, 2023

AGENDA ITEM: Tree City USA Recertification	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY: Dan Schultz, Parks & Recreation Director	**AGENDA NO.** 6.h.
ATTACHMENTS: 2023 Arbor Day Forms	**APPROVED BY:** LJM
RECOMMENDED ACTION: Motion to approve the application for recertification for the Tree City USA award.	

BACKGROUND

The time has come for the City Council to once again consider applying for our recertification as a distinguished Tree City, USA. Tree City, USA is an award given to those cities that depict an honest and active program to promote protection of our natural habitat and our trees.

Part of the attachment includes a 2023 work plan and a proclamation by the City of Rosemount that identified April 29, 2023 as Arbor Day and the month of May to be Arbor Month. City staff worked to complete a variety of programs including an Arbor Day program and tree give away, tree plantings and other nature programs. This application for recertification indicates that we would like to continue with these types of programs and others to promote tree planting and protection.

It is the Parks and Recreation Department's intent to join with the Commissions, Council and other Departments to further enhance our policies relating to the preservation of our trees and to continue to reforest the City.

RECOMMENDATION

Staff is requesting City Council approval to apply for re-certification for the Tree City USA award.

2023 Tree City USA Application for Certification

The Tree City USA award is in recognition of work completed by the community during the 2023 calendar year.

PRIMARY CONTACT INFORMATION

Contact Name:
Dan Schultz

Email:
dan.schultz@rosemountmn.gov

Phone:
+1 (651) 322-6012

Address:
13885 South Robert Trail

Rosemount, Minnesota 55024

Rosemount COMMUNITY INFORMATION

Select which best describes your community:
Community has a Department Chair or City Manager

Ordinance Date:
12/05/2019

Ordinance Uploaded

Per-capita Expenditure
$6.72

Arbor Day Date
04/29/2023

Arbor Day Proclamation Uploaded

As Mayor or Equivalent of the Community of Rosemount

Mayor or Equivalent Signature	Title	Date

Application Certification (to be Completed by the State Forester)

The above-named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to be certified as a Tree City USA community, for the 2023 calendar year, having in my opinion met the standards required for recognition.

State Forester Signature	Title	Date

FORESTRY WORK PLAN / CITY OF ROSEMOUNT 2023

The City of Rosemount held our Arbor Day celebration on Saturday, April 29th. Although it rained and was on the colder side, we were able to give out 150, bareroot trees that ranged from 5’ to 14’ in height and up to 1” in diameter to Rosemount residents. The City of Rosemount continues to welcome our partner in this event, Dakota Electric Association.

Again in 2023, our budget had us prioritizing tree maintenance and removal as to planting.

We continue contracting with a local company, Golden Oaks, to perform tree trimming, removal and stump grinding. We also contracted with G and M Tree Moving to plant trees. This resulted in 250 trees being removed, 350 trees being trimmed and pruned. We were able to plant 25 trees in public areas in our city.

ROSEMOUNT MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: December 21, 2023

AGENDA ITEM:	2024-2033 Capital Improvement Plan	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY:	Teah Malecha, Administrative Services Director Logan Martin, City Administrator	**AGENDA NO.** 6.i.
ATTACHMENTS:	2024-2033 CIP Book	**APPROVED BY:** LJM
RECOMMENDED ACTION: Motion to adopt the attached 10-year Capital Improvement Plan for 2024-2033		

BACKGROUND

As part of the annual budgeting process, City staff completed a thorough review and update to the City's ten-year Capital Improvement Plan (CIP). The three major CIP funds include Streets, Equipment, and Buildings/Facilities. The Park Improvement fund and utility funds are also included in the CIP process. By engaging in a comprehensive capital planning process, the City is able to anticipate and save for large expenditures while ensuring that funds allocated towards these areas remain consistent.

The CIP was presented to the Parks & Recreation Commission this fall and they recommended Council approval of the plan. It was presented to the City Council at the Work Session on December 5th and the Council will again discuss the Plan at its January work session. The long-term funding projections for some of these funds have been discussed, as deficits are projected in a few areas and additional fund transfers may be required.

Many of the significant projects shown in the CIP address improvements to the City's park system, roadway infrastructure, and utility projects associated with anticipated development. The major projects are shown below.

Parks & Recreation Projects

The City's CIP continues to show investment in the parks and trails system, both to improve the current system and install amenities in new neighborhoods.

- Trail construction at Dunmore Greenway ($35,000)
- Completing the plans and specs for the UMore ballfield building ($90,000)
- Construction of a new neighborhood park in Dunmore ($550,000)
- Construction of a new neighborhood park in Talamore ($550,000)
- Design of park improvements at McMenomy Woods ($40,000)
- Design of the North 20-adjacent segment of the Greenway Trail ($35,000)

There are also projects planned in 2025 for the following:

- Construction of a neighborhood park in Caramore Phase 1 ($800,000)
- Amber Fields dog park ($400,000)

Major Road Projects
In 2024, the project planned is for the Street Improvement Program for the O'Leary Hills neighborhood for $825,000 as the City continues to finalize the projects from 2023.

Public Works & Utility Projects
Many of the City's vehicles fall under a leasing program, but some replacements are included in the CIP for 2024.

- Single-Axle Dump Truck ($290,000)
- Cold Planer Attachment for the Skid Loader ($30,000)
- Groundmaster Mower ($26,513)

Some key utility projects of note have been identified in the CIP.

- County Road 42 and Akron Avenue Traffic Signal Watermain Extension ($200,000)
- Well 17 Construction ($2,500,000)
- Aspen Avenue Extension ($600,000)
- County Road 42 and Blaine Avenue Trunk Watermain and Pressure-Reducing Valve Relocation ($3,250,000)

Additional Projects

- Design for Central Park and former Public Works site improvements ($60,000)
- Replacement of the windows on the Central Park shelter ($40,000)

The timing of some of the projects is contingent upon the needs as development continues throughout the City. The CIP is updated annually to ensure that annual changes are taken into account.

RECOMMENDATION
Staff recommends the Council review the proposed projects and approve the attached 10-year Capital Improvement Plan for 2024-2033.

CAPITAL IMPROVEMENT PLAN

2024 - 2033

ROSEMOUNT

SPIRIT OF PRIDE AND PROGRESS

10-Year Capital Improvement Plan (CIP)

Background

Historically, the City of Rosemount has usually had a 5-year CIP in place to utilize for its capital improvements. There have been times where just a single year's capital improvements have been addressed and funded. As the City continues to grow, we believe that the careful development and continuous utilization of a realistic Capital Improvement Plan is essential to the proper management of the City. As we looked at developing a new 5-year CIP, it became apparent that the dilemma that the City of Rosemount faces is one of continued growth combined with restoration/reconstruction of the older portions of our city. This being the case, it was almost impossible to develop a plan for a 5-year period that was very realistic. As work continued on the plan, we decided to explore the possibility of looking out farther and developing a longer plan that would more realistically allow us to plan for the City's future. This evolved into a 10-year Capital Improvement Plan. We believe that great strides have been made to more accurately plan for the future of the City of Rosemount. This document is only a working guide that is utilized by the City Council and its staff to prepare for the future. The first year of the plan will be included as part of the formal budget that is prepared yearly as part of our Truth-in-Taxation process with the following years developed as a working tool for future years' discussions.

General / Administrative

The CIP provides for specific funding of items, the nature of which is not considered "current" in their use or life expectancy. These items are generally of a higher estimated cost than $5,000 and will have a life expectancy of three years or greater. The source of funding for these expenditures is typically the general tax levy. In some instances, other funding is utilized. For example, beginning in 1996, revenues received from user fees are being designated in various CIP funds for capital improvement and equipment purchases. If these revenues are realized, the equipment or project will be completed and if the revenue is not realized the equipment will not be purchased. Individual departments are designated for each item proposed for purchase in this plan.

Types of Capital Improvement Funds

Another area of change for the CIP is the implementation of three separate funds to isolate and better track the types of capital improvements being planned for. The following briefly describes each of the three:

- Building & Facilities CIP Fund **-** This fund is used to account for the on-going capital improvements and possible additions to government buildings and other facilities.

- Street CIP Fund **-** This fund is used to account for the on-going street construction and reconstruction projects within the City and all other major maintenance items related to both paved and unpaved streets including, but not limited to, street lights, signal lights, sidewalks and gravel road resurfacing.

- Equipment CIP Fund **-** This fund is used to account for the on-going replacement of and additions to City equipment.

Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Other		12/4/23 Total Cost
2024	1	Ice Edger - Battery (last 2017, every 7 years)	Arena													10,000	1	10,000
2024	2	Door #3 Upper Arena Door Repairs	Arena													10,000	1	10,000
2024	3	Arena Glass on North End to 6' high, 5/8" thick	Arena													15,000	1	15,000
2024	4	Upgrade Press Box/Accessible Seating Area	Arena													10,000	1	10,000
2024	5	City-Wide Storage	Finance			10,000												10,000
2024	6	Aerial Platform Truck Replacement Payment (Year 4 of 7)	Fire			153,200												153,200
2024	7	Encrypt Fire Department Radios	Fire			68,000												68,000
2024	8	Replace Utility Truck #21 (Purchased in 1998)	Fire			8,000												8,000
2024	9	Dunmore Greenway Trail Construction	Park & Rec					35,000								400,000		435,000
2024	10	Central Park and Former PW Site Improvements - Design	Park & Rec	60,000														60,000
2024	11	UMore Ballfield Building - Plans and Specs	Park & Rec					90,000										90,000
2024	12	New Neighborhood Park in Dunmore - Construction	Park & Rec					550,000										550,000
2024	13	Neighborhood Park in Talamore - Construction	Park & Rec					550,000										550,000
2024	14	McMenomy Woods Park Improvements - Design	Park & Rec					40,000										40,000
2024	15	Greenway Trail - North 20 Segment - Design	Park & Rec					35,000										35,000
2024	16	Squad Camera Video Storage (Year 4 of 6)	Police			25,450												25,450
2024	17	Body Worn Cameras and Storage (Year 5 of 5)	Police			32,850												32,850
2024	18	Squad Set Up and Equipment Installation	Police			40,000												40,000
2024	19	**Lease Program - Year 7**	Police			132,732											2	132,732
2024	20	Pedestrian Improvements Program	Pub Works		125,000													125,000
2024	21	Street Improvement Program (O'Leary Hills Neighborhood)	Pub Works		825,000		450,000						75,000	75,000	75,000			1,500,000
2024	22	CSAH 42 / Akron Avenue Traffic Signal / Water Main Extension	Pub Works						200,000								3	200,000
2024	23	Stormwater Improvement Program	Pub Works												200,000			200,000
2024	24	**Lease Program - Year 7**	Pub Works			153,309							38,327	38,327	25,552		2	255,515
2024	25	Groundsmaster Mower (Replace #8068) (Purchased 2018)	Pub Works			16,513										10,000	4	26,513
2024	26	Single-Axle Dump Truck (Replace #8432) (2012 Vehicle)	Pub Works			250,000										40,000	4	290,000
2024	27	Well #17 Construction	Pub Works							2,500,000								2,500,000
2024	28	Sanitary Sewer Lining Program (Year 2 of 2)	Pub Works											225,000				225,000
2024	29	Large Diameter Sanitary Sewer Cleaning	Pub Works											80,000				80,000
2024	30	Bleachers Replacement Program (Takes Place of Picnic Table Program)	Pub Works	25,000														25,000
2024	31	Replace Central Park Shelter Windows	Pub Works	40,000														40,000
2024	32	Cold Planer Attachment for Skid Loader (Street Repairs)	Pub Works			30,000												30,000
2024	33	Aspen Avenue Extension	Pub Works										150,000	200,000	250,000			600,000
2024	34	Evermoor Parkway to Danube Trail Culvert	Pub Works									5,000						5,000
2024	35	CSAH 42 & Blaine Ave Trunk WM & PRV Relocation	Pub Works							1,625,000						1,625,000	5	3,250,000
				125,000	950,000	920,054	450,000	1,300,000	200,000	4,125,000	0	5,000	263,327	618,327	550,552	2,120,000		11,627,260
				-		873,200												
		Total CIP Funding Requirements - Year 2024			$1,995,054													
(#)		These items will be funded with the issuance of Equipment Certificates.			$0													
1		Funding comes from Arena Fund operations/reserves.																
2		Bold items are part of a lease program. This is a summary of the total for the year.																
3		County advance funding requested. Rosemount will pay back in 2022 - 2024.																
4		Other funding for Public Works equipment comes from trade-in value of old vehicles.																
5		Funding for CSAH 42 & Blaine WM & PRV Relocation from Water Core Funds and Developer Contributions (Other)																
6		Funding will come from assigned funds in CIP.																
		Total Building CIP levy for 2024 is $0. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																
		Total Street CIP levy for 2024 is $988,081. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																
		Total Equipment CIP levy for 2024 is $873,200. $153,200 is for year 4 of the Aerial Fire Truck lease-purchase. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives.																

Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Other		12/4/23 Total Cost
2025	1	Rehab Lower Restrooms	Arena													21,000	1	21,000
2025	2	Rehab Upper Restrooms	Arena													15,000	1	15,000
2025	3	City-Wide Storage	Finance			10,000												10,000
2025	4	Phone Server Replacements (From 2020)	Finance			20,000												20,000
2025	5	City Hall / Parks / Police Network Upgrades	Finance			60,000												60,000
2025	6	Steeple Center Camera Replacement (17)	Finance			40,000												40,000
2025	7	Community Center Camera Additions (4)	Finance			6,000												6,000
2025	8	Replace Fire Department Mobile Computers (From 2020)	Finance			40,000												40,000
2025	9	RCC Floor Scrubber	Park & Rec			15,000												15,000
2025	10	Central Park Improvements	Park & Rec	600,000		600,000												1,200,000
2025	11	RCC Remodel withe NG	Park & Rec													1,500,000		1,500,000
2025	12	Umore Park Building	Park & Rec													1,200,000		1,200,000
2025	13	Neighborhood Park in Caramore Phase 1 - Construction	Park & Rec					800,000										800,000
2025	14	Amber Fields Dog Park	Park & Rec					400,000										400,000
2025	15	Caramore Park Design	Park & Rec					70,000										70,000
2025	16	Bonaire Path Trail Construction	Park & Rec													700,000		700,000
2025	17	Aerial Platform Truck Replacement Payment (Year 5 of 7)	Fire			153,200												153,200
2025	18	SCBA Airpack Decon Washers (2)	Fire			70,000												70,000
2025	19	Rehabilitation Trailer	Fire			13,500												13,500
2025	20	Replace Department AED's	Fire			12,000												12,000
2025	21	City-Wide Software	Gen'l. Govt.			25,000												25,000
2025	22	Replace Police Portable Radio Batteries	Police			5,500												5,500
2025	23	Squad Camera Video Storage (Year 5 of 6)	Police			54,250												54,250
2025	24	Body Worn Cameras and Storage	Police			32,850												32,850
2025	25	Squad Set Up and Equipment Installation	Police			120,000												120,000
2025	26	**Lease Program - Year 8**	Police			121,620											2	121,620
2025	27	Pedestrian Improvements Program	Pub Works		125,000													125,000
2025	28	PMP (Biscayne Point A, Shannon Pond E, and Geronime Pond)	Pub Works		850,000		250,000						60,000	175,000	175,000			1,510,000
2025	29	Roundabout @ TH3 and RHS Entrance	Pub Works						123,000							1,107,000	3	1,230,000
2025	30	Stormwater Improvement Program	Pub Works												200,000			200,000
2025	31	**Lease Program - Year 8**	Pub Works			163,562							40,890	40,890	27,260		2	272,603
2025	32	Water Truck (Replace #8431) (2013 Vehicle)	Pub Works			190,000										20,000	4	210,000
2025	33	Dump Tandem (Replace #8434) (2013 Vehicle)	Pub Works			255,000										45,000	4	300,000
2025	34	Public Works Central Garage Roof Replacement	Pub Works	90,000														90,000
2025	35	Blower Attachment for #8418 & #8420 (Replace #0123) (2008)	Pub Works			6,000												6,000
2025	36	Blower Attachment for #8409 (Replace #0122) (2001)	Pub Works			24,000										1,000	4	25,000
2025	37	Pavement Roller (Replace #8129) (Purchased 2003)	Pub Works			58,000										2,000	4	60,000
2025	38	ABI Field Grader Attachment	Pub Works			47,000												47,000
2025	39	Front End Loader (Yard Use - Loading Salt, Materials)	Pub Works			250,000												250,000
2025	40	Bleachers Replacement Program (Takes Place of Picnic Table Program)	Pub Works	25,000														25,000
2025	41	Hydro-Seeder (Boulevard Repairs, ditch restoration)	Pub Works			65,000										45,000	6	110,000
2025	42	Gator or Workman Side-by-Side	Pub Works			50,000												50,000
2025	43	Mini-Excavator	Pub Works			90,000												90,000
2025	44	Aerator (Replace #0157) (Purchased 2013)	Pub Works			18,000										2,000	4	20,000
2025	45	Holder Sidewalk Snow Clearing Machine w/Blower	Pub Works			175,000												175,000
2025	46	CSAH 42 & Blaine Water Tower 2MG Storage	Pub Works							7,200,000							5	7,200,000
2025	47	PMP - Cameo Ave/143rd St W	Pub Works										500,000	500,000	70,000			1,070,000
2025	48	Blaine Ave Upgrades	Pub Works								1,250,000				500,000			1,750,000
				715,000	975,000	2,790,482	250,000	1,270,000	123,000	7,200,000	1,250,000	0	600,890	715,890	972,260	4,658,000		21,520,523
		Total CIP Funding Requirements - Year 2025			$4,480,482													

Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Other		11/30/23 Total Cost
(#)		These items will be funded with the issuance of Equipment Certificates.			$0													
1		Funding comes from Arena Fund operations/reserves.																
2		Bold items are part of a lease program. This is a summary of the total for the year.																
3		Highway Safety Improvement Program (HSIP) funding via MnDot.																
4		Other funding for Public Works equipment comes from trade-in value of old vehicles.																
5		Funding for CSAH 42 & Blaine Water Tower will come from Water Revenue bond issue.																
		Total Building CIP levy for 2025 is $0. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																
		Total Street CIP levy for 2025 is $1,017,723. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																
		Total Equipment CIP levy for 2025 is $893,200. $153,200 is for year 5 of the Aerial Fire Truck lease-purchase. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives.																

Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Other		11/30/23 Total Cost
2026	1	Purchase Land for Indoor Recreation Facility	Arena													600,000	1	600,000
2026	2	City-Wide Storage	Finance			10,000												10,000
2026	3	PC Workstation Upgrades (From 2021) (Police, Fire, P.W.)	Finance			130,000												130,000
2026	4	Aerial Platform Truck Replacement Payment (Year 6 of 7)	Fire			153,200												153,200
2026	5	Replace Engine 21 (Purchased in 2001)	Fire			975,000												975,000
2026	6	City-Wide Software	Gen'l. Govt.			25,000												25,000
2026	7	Steeple Center Tuck Pointing	Park & Rec	30,000														30,000
2026	8	RCC Banquet Hall Tables and Chairs	Park & Rec			70,000												70,000
2026	9	Central Park and Former PW Site Improvements	Park & Rec					500,000								1,500,000		2,000,000
2026	10	Improvements at McMenomy Woods Park	Park & Rec													600,000		600,000
2026	11	Construct North 20 Greenway	Park & Rec													500,000		500,000
2026	12	Construct Baseball Field at Umore	Park & Rec													1,500,000		1,500,000
2026	13	Replace Half of AED's (6)	Police			9,500												9,500
2026	14	Squad Camera Video Storage (Year 6 of 6)	Police			18,000												18,000
2026	15	Replace Duty Handguns (35)	Police			21,000												21,000
2026	16	Squad Camera Video Storage (Year 5 of 6)	Police			54,250												54,250
2026	17	Body Worn Cameras and Storage	Police			32,850												32,850
2026	18	Squad Set Up and Equipment Installation	Police			105,000												105,000
2026	19	**Lease Program - Year 9**	Police			117,422											2	117,422
2026	20	Pedestrian Improvements Program	Pub Works		125,000													125,000
2026	21	PMP (Oak Ridge)	Pub Works		200,000		50,000					50,000						300,000
2026	22	Stormwater Improvement Program	Pub Works												200,000			200,000
2026	23	**Lease Program - Year 9**	Pub Works			165,579							41,395	41,393	27,597		2	275,964
2026	24	John Deere Trailer (Replace #0525) (Purchased 2010)	Pub Works			12,000												12,000
2026	25	Wood Chipper (Replace #8161) (Purchased 2014)	Pub Works			45,000										5,000	3	50,000
2026	26	Jetter (Replace #8445) (2006 Vehicle)	Pub Works											132,500	132,500	25,000	3	290,000
2026	27	Water Treatment Facility (Construction)	Pub Works							12,450,000			37,350,000				4	49,800,000
				30,000	325,000	1,943,801	50,000	500,000	0	12,450,000	0	50,000	37,391,395	173,893	360,097	4,730,000		58,004,186
		Total CIP Funding Requirements - Year 2026			$2,298,801													
(#)		These items will be funded with the issuance of Equipment Certificates.																
1		Funding comes from Arena Fund operations/reserves.			$0													
2		Bold items are part of a lease program. This is a summary of the total for the year.																
3		Other funding for Public Works equipment comes from trade-in value of old vehicles.																
4		Water Treatment Facility will come from a Water Revenue bond issue.																

Total Building CIP levy for 2026 is $0. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).

Total Street CIP levy for 2026 is $1,048,255. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).

Total Equipment CIP levy for 2026 is $913,200. $153,200 is for year 6 of the Aerial Fire Truck lease-purchase. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives.

Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Other		11/30/23 Total Cost
2027	1	Replace Ice Resurfacer	Arena													160,000	1	160,000
2027	2	City-Wide Storage	Finance			30,000												30,000
2027	3	Aerial Platform Truck Replacement Payment (Year 7 of 7)	Fire			153,200												153,200
2027	4	City-Wide Software	Gen'l. Govt.			25,000												25,000
2027	5	Erickson Park Ballfield Renovation	Park & Rec													2,000,000		2,000,000
2027	6	Purchase Land for Athletic Complex (80 acres)	Park & Rec													3,500,000		3,500,000
2027	7	New Neighborhood Park N- 5 (Umore Property)	Park & Rec					600,000										600,000
2027	8	McMenomy Woods Facility	Park & Rec													800,000		800,000
2027	9	Squad Camera Video Storage	Police			52,450												52,450
2027	10	Body Worn Cameras and Storage	Police			32,450												32,450
2027	11	Squad Set Up and Equipment Installation	Police			120,000												120,000
2027	12	**Lease Program - Year 10**	Police			112,832											2	112,832
2027	13	Pedestrian Improvements Program	Pub Works		125,000													125,000
2027	14	PMP (Bloomfield A/B)	Pub Works		400,000		275,000		550,000				60,000	185,000	75,000			1,545,000
2027	15	Stormwater Improvement Program	Pub Works												200,000			200,000
2027	16	**Lease Program - Year 10**	Pub Works			170,019							42,505	42,505	28,337		2	283,365
2027	17	Dump Single (Replace #8437) (2014 Vehicle)	Pub Works			170,000										40,000	3	210,000
2027	18	Sweeper (Replace #8444) (Purchased 2017)	Pub Works			110,000									110,000	20,000	3	240,000
				0	525,000	975,951	275,000	600,000	550,000	0	0	0	102,505	227,505	413,337	6,360,000		10,029,297
		Total CIP Funding Requirements - Year 2027			$1,500,951													
(#)		These items will be funded with the issuance of Equipment Certificates.																
1		Funding comes from Arena Fund operations/reserves.			$0													
2		Bold items are part of a lease program. This is a summary of the total for the year.																
3		Other funding for Public Works equipment comes from trade-in value of old vehicles.																
		Total Building CIP levy for 2027 is $0. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																
		Total Street CIP levy for 2027 is $1,079,702. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																
		Total Equipment CIP levy for 2027 is $933,200. $153,200 is for year 7 of the Aerial Fire Truck lease-purchase. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives.																

Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Other		11/30/23 Total Cost
2028	1	Replace Skate Tile	Arena													110,000	1	110,000
2028	2	City-Wide Storage	Finance			10,000												10,000
2028	3	PC Workstation Upgrades (From 2023) (City Hall and Park & Rec)	Finance			100,000												100,000
2028	4	Replace Fire Tunrout Gear/5 year Rotation	Fire			210,000												210,000
2028	5	City-Wide Software	Gen'l. Govt.			25,000												25,000
2028	6	Design of new outdoor athletic complex	Park & Rec					80,000										80,000
2028	7	Tennis Courts at Erickson Park	Park & Rec					800,000										800,000
2028	8	Replace Police Portable Radio Batteries	Police			6,000												6,000
2028	9	Squad Camera Video Storage	Police			52,450												52,450
2028	10	Body Worn Cameras and Storage	Police			32,450												32,450
2028	11	Squad Set Up and Equipment Installation	Police			60,000												60,000
2028	12	**Lease Program - Year 11**	Police			123,437											2	123,437
2028	13	Pedestrian Improvements Program	Pub Works		125,000													125,000
2028	14	PMP (Motz, Rosemount Hills A/B)	Pub Works		1,300,000		400,000						65,000	190,000	75,000			2,030,000
2028	15	Stormwater Improvement Program	Pub Works												200,000			200,000
2028	16	**Lease Program - Year 11**	Pub Works			175,085							43,771	43,771	29,181		2	291,808
2028	17	Bobcat (Replace #8420) (2018 Vehicle)	Pub Works			35,000									35,000	15,000	3	85,000
2028	18	Groundmaster (Replace #8607) (2021 Vehicle)	Pub Works			110,000										10,000	3	120,000
2028	19	Single-Axle Dump Truck (Replace #8433) (2016 Vehicle)	Pub Works			185,000										35,000	3	220,000
2028	20	Tandem-Axle Dump Truck (Replace #8435) (2016 Vehicle)	Pub Works			210,000										40,000	3	250,000
				0	1,425,000	1,334,422	400,000	880,000	0	0	0	0	108,771	233,771	339,181	100,000		4,821,145
		Total CIP Funding Requirements - Year 2028			$2,759,422													
(#)		These items will be funded with the issuance of Equipment Certificates.																
1		Funding comes from Arena Fund operations/reserves.			$0													
2		Bold items are part of a lease program. This is a summary of the total for the year.																
3		Other funding for Public Works equipment comes from trade-in value of old vehicles.																
		Total Building CIP levy for 2028 is $0. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																
		Total Street CIP levy for 2028 is $1,112,093. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																
		Total Equipment CIP levy for 2028 is $800,000. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives.																

Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Other		11/9/23 Total Cost
2029	1	City-Wide Storage	Finance			10,000												10,000
2029	2	PC Workstation Upgrades (From 2025) (Police, Fire, P.W.)	Finance			100,000												100,000
2029	3	City-Wide Software	Gen'l. Govt.			25,000												25,000
2029	4	Squad Camera Video Storage	Police			52,450												52,450
2029	5	Body Worn Cameras and Storage	Police			32,450												32,450
2029	6	Squad Set Up and Equipment Installation	Police			95,000												95,000
2029	7	**Lease Program - Year 12**	Police			123,437											2	123,437
2029	8	Pedestrian Improvements Program	Pub Works		125,000													125,000
2029	9	PMP (Carrollton A, Evermoor A/C, Connemara Crossings, Bloomfield C)	Pub Works		776,282		417,998						65,000	65,000	65,000			1,389,280
2029	10	Stormwater Improvement Program	Pub Works												200,000			200,000
2029	11	**Lease Program - Year 12**	Pub Works			178,978							44,744	44,744	29,830		2	298,296
2029	12	Gator TS (Replace 8402) (2017 Vehicle)	Pub Works			13,500										1,500	3	15,000
2029	13	RTV Kubota (Replace 8401) (2017 Vehicle)	Pub Works			26,000										4,000	3	30,000
2029	14	Skid-Steer (Replace 8418) (2019 Vehicle)	Pub Works			55,000										5,000	3	60,000
				0	901,282	711,815	417,998	0	0	0	0	0	109,744	109,744	294,830	10,500		2,555,913
		Total CIP Funding Requirements - Year 2029			$1,613,097													
(#)		These items will be funded with the issuance of Equipment Certificates.																
1		Funding comes from Arena Fund operations/reserves.			$0													
2		Bold items are part of a lease program. This is a summary of the total for the year.																
3		Other funding for Public Works equipment comes from trade-in value of old vehicles.																
		Total Building CIP levy for 2029 is $0. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																
		Total Street CIP levy for 2029 is $1,112,093. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																
		Total Equipment CIP levy for 2029 is $800,000. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives.																

Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Other		11/9/23 Total Cost
2030	1	City-Wide Storage	Finance			10,000												10,000
2030	2	City-Wide Software	Gen'l. Govt.			25,000												25,000
2030	3	Squad Camera Video Storage	Police			52,450												52,450
2030	4	Body Worn Cameras and Storage	Police			32,450												32,450
2030	5	Squad Set Up and Equipment Installation	Police			90,000												90,000
2030	6	**Lease Program - Year 13**	Police			130,062											2	130,062
2030	7	Pedestrian Improvements Program	Pub Works		125,000													125,000
2030	8	PMP (Rsmt Business Park, Rahns A/B, Bloomfield D, Marian Terrace)	Pub Works		907,699		488,761						65,000	65,000	65,000			1,591,460
2030	9	Stormwater Improvement Program	Pub Works												200,000			200,000
2030	10	**Lease Program - Year 13**	Pub Works			184,396							46,099	46,099	30,733		2	307,327
2030	11	Shop Hoist (Replace #0002) (Purchased 2006)	Pub Works			55,000										5,000	3	60,000
2030	12	Generators (replace #8057 & #8059)	Pub Works										100,000	100,000	100,000			300,000
				0	1,032,699	579,358	488,761	0	0	0	0	0	211,099	211,099	395,733	5,000		2,923,749
		Total CIP Funding Requirements - Year 2030			$1,612,057													
(#)		These items will be funded with the issuance of Equipment Certificates.																
1		Funding comes from Arena Fund operations/reserves.			$0													
2		Bold items are part of a lease program. This is a summary of the total for the year.																
3		Other funding for Public Works equipment comes from trade-in value of old vehicles.																
		Total Building CIP levy for 2030 is $0. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																
		Total Street CIP levy for 2030 is $1,112,093. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																
		Total Equipment CIP levy for 2030 is $800,000. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives.																

Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Other		11/9/23 Total Cost
2031	1	City-Wide Storage	Finance			10,000												10,000
2031	2	City-Wide Software	Gen'l. Govt.			25,000												25,000
2031	3	Squad Camera Video Storage	Police			52,450												52,450
2031	4	Body Worn Cameras and Storage	Police			32,450												32,450
2031	5	Squad Set Up and Equipment Installation	Police			90,000												90,000
2031	6	**Lease Program - Year 14**	Police			130,062											2	130,062
2031	7	Pedestrian Improvements Program	Pub Works		125,000													125,000
2031	8	PMP	Pub Works															0
2031	9	Stormwater Improvement Program	Pub Works												200,000			200,000
2031	10	**Lease Program - Year 14**	Pub Works			188,492							47,123	47,123	31,415		2	314,154
2031	11	Shop Hoist (Replace #0002) (Purchased 2006)	Pub Works			55,000										5,000	3	60,000
				0	125,000	583,454	0	0	0	0	0	0	47,123	47,123	231,415	5,000		1,039,116
		Total CIP Funding Requirements - Year 2031			$708,454													
(#)		These items will be funded with the issuance of Equipment Certificates.																
1		Funding comes from Arena Fund operations/reserves.			$0													
2		Bold items are part of a lease program. This is a summary of the total for the year.																
3		Other funding for Public Works equipment comes from trade-in value of old vehicles.																
		Total Building CIP levy for 2031 is $0. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																
		Total Street CIP levy for 2031 is $1,112,093. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																
		Total Equipment CIP levy for 2031 is $800,000. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives.																

Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Other		11/9/23 Total Cost
2032	1	Splash Pad Water Reuse Project	Council													750,000	1	750,000
2032	2	Tender Truck (Addition)	Fire													180,000	3	180,000
2032	3	Engine Truck (Addition)	Fire			700,000											4	700,000
2032	4	Add Fire Station #3 (Same time as additional Engine Truck)	Fire														4	0
2032	5	City-Wide Storage	Finance			10,000												10,000
2032	6	City-Wide Software	Gen'l. Govt.			25,000												25,000
2032	7	Squad Camera Video Storage	Police			52,450												52,450
2032	8	Body Worn Cameras and Storage	Police			32,450												32,450
2032	9	Squad Set Up and Equipment Installation	Police			125,000												125,000
2032	10	**Lease Program - Year 15**	Police			130,063											2	130,063
2032	11	ADA Compliant Upgrades Study	Park & Rec			20,000												20,000
2032	12	Community Center Covered Walk	Park & Rec	175,000														175,000
2032	13	**Lease Program - Year 15**	Pub Works			192,467							48,117	48,117	32,078		2	320,778
2032	14	Pedestrian Improvements Program	Pub Works		125,000													125,000
2032	15	TH 3 Aesthetic Improvements	Pub Works													448,500	5	448,500
2032	16	North Central Sanitary Sewer Extension	Pub Works														6	0
2032	17	Street Construction - Boulder Avenue Extension	Pub Works													3,000,000	7	3,000,000
2032	18	Shannon Pond Outlet	Pub Works														8	0
2032	19	Gravel Road Improvements	Pub Works														8	0
2032	20	Akron Avenue South of County Road 42	Pub Works						1,250,000									1,250,000
2032	21	CSAH 46 Improvements (2-Lane to 4-Lane Expansion)	Pub Works														9	0
2032	22	Soccer Goal Trailer (Replace #0501) (Purchased 1980)	Pub Works			5,000												5,000
2032	23	Hose Trailer (Replace #0502) (Purchased 1990)	Pub Works			5,000												5,000
2032	24	Barricade Trailer (Replace #0510) (Purchased 1986)	Pub Works			5,000												5,000
2032	25	Hose Trailer (Replace #0517) (Purchased 1995)	Pub Works			5,000												5,000
2032	26	Striper Trailer (Replace #0518) (Purchased 1994)	Pub Works			5,000												5,000
2032	27	Easement Trailer (Replace #0521) (Purchased 2003)	Pub Works			5,000												5,000
2032	28	Puppet Trailer (Replace #0515) (Purchased 1991)	Pub Works			8,000												8,000
2032	29	Fire House Trailer (Replace #0519) (Purchased 1994)	Pub Works			50,000												50,000
2032	30	Surveillance Trailer (Replace #0523) (Purchased 2008)	Pub Works			50,000												50,000
2032	31	Blower Attach for #8071 & #8072 (Replace #0119) (2001)	Pub Works			7,500												7,500
2032	32	Crash Attenuator (Replace #0049) (Purchased 2007)	Pub Works			20,000												20,000
				175,000	125,000	1,317,430	0	0	1,250,000	0	0	0	48,117	48,117	32,078	4,378,500		7,374,241
		Total CIP Funding Requirements - Future Years			$1,617,430													
(#)		These items will be funded with the issuance of Equipment Certificates.			$0													
1		Funding and timing for the splash pad water resuse project still to be determined.																
2		Bold items are part of a lease program. This is a summary of the total for the year.																
3		Funding and timing of purchase of Tender Truck (Addition) still to be determined.																
4		Timing for Fire Station #3 and Additional Engine Truck still to be determined.																
5		Other funding for TH 3 projects will come from grants or other incentives.																
6		Future costs associated with the sanitary sewer will include extensive street reconstruction on the following streets:																
		124th St, 125th St, Blanca Ave W, 128th St, Bolivia Ave, 130th St W, Biscayne Ave, Bengal Ave, 129th St W, CR 38, 132nd Court and Bonnaire Path. Costs and funding are not available at this time.																
7		Other funding for Boulder Avenue extension will come from a Port Authority bond issue.																
8		Costs and funding are not available at this time.																
9		Further Council discussion and approval required prior to any project work being undertaken.																

Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Other		11/9/23 Total Cost
2033	1	Utility Truck	Fire			80,000												80,000
2033	2	City-Wide Storage	Finance			10,000												10,000
2033	3	City-Wide Software	Gen'l. Govt.			25,000												25,000
2033	4	Squad Camera Video Storage	Police			53,450												53,450
2033	5	Body Worn Cameras and Storage	Police			33,450												33,450
2033	6	Squad Set Up and Equipment Installation	Police			125,000												125,000
2033	7	**Lease Program - Year 16**	Police			140,000											2	140,000
2033	8	Pedestrian Improvements Program	Pub Works		125,000													125,000
2033	9	**Lease Program - Year 16**	Pub Works			196,472							49,118	49,118	32,745		2	327,453
				0	125,000	663,372	0	0	0	0	0	0	49,118	49,118	32,745	0		919,353
		Total CIP Funding Requirements - Future Years			$788,372													
(#)		These items will be funded with the issuance of Equipment Certificates.																
1		Funding comes from Arena Fund operations/reserves.																
2		Bold items are part of a lease program. This is a summary of the total for the year.																

Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Other		11/9/23 Total Cost
Future	1	Utility Truck	Fire													180,000		180,000
Future	2	City-Wide Storage	Finance			10,000												10,000
Future	3	City-Wide Software	Gen'l. Govt.			25,000												25,000
Future	4	Squad Camera Video Storage	Police			55,000												55,000
Future	5	Body Worn Cameras and Storage	Police			35,000												35,000
Future	6	Squad Set Up and Equipment Installation	Police			125,000												125,000
Future	7	**Lease Program - Year 17+**	Police			150,000											2	150,000
Future	8	Pedestrian Improvements Program	Pub Works		125,000													125,000
Future	9	**Lease Program - Year 17+**	Pub Works			197,506							49,377	49,377	32,918		2	329,177
				0	125,000	597,506	0	0	0	0	0	0	49,377	49,377	32,918	180,000		1,034,177
		Total CIP Funding Requirements - Future Years			$722,506													
(#)		These items will be funded with the issuance of Equipment Certificates.																
1		Funding comes from Arena Fund operations/reserves.																
2		Bold items are part of a lease program. This is a summary of the total for the year.																

ROSEMOUNT MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: December 21, 2023

AGENDA ITEM: Public Purpose Expenditure Policy	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY: Teah Malecha, Administrative Services Director	**AGENDA NO.** 6.j.
ATTACHMENTS: Public Purpose Expenditure Policy Updated DRAFT	**APPROVED BY:** LJM
RECOMMENDED ACTION: Motion to approve the updated Public Purpose Expenditure Policy.	

BACKGROUND

Workplace wellness programs are an essential feature of employment with the goal of promoting, developing, and maintaining healthy lifestyles. The City currently has a Wellness Committee that organizes events and activities for the organization. Minnesota Statute allows cities to establish and operate programs of preventative health and employee recognition, provide necessary staff, equipment, and facilities, and expend funds to achieve the objectives of the program. The City currently has a Public Purpose Expenditure Policy that provides for various expenditures such as employee recognition and safety, but does not have clear guidelines for a Wellness Program. The City has received a wellness grant from our insurance provider, Medica, in 2023 and anticipate an additional grant in 2024. The policy has been updated to include employee wellness programs.

Other changes to the policy include a clarification on Employee Awards. Currently, as part of employee recognition, one person is chosen as "Employee of the Year." They are nominated by their peers and selected by the leadership team. The policy has been updated to include this important recognition of staff members. It has also been updated to remove purchasing flowers for employees or city officials as there is no statutory authority that allows the purchase.

By keeping this policy updated and accurate, staff can more confidently undertake these initiatives with the knowledge that the City Council supports these efforts, while also ensuring the City's process is upheld for audit review purposes.

RECOMMENDATION

Staff recommends approval of the updated Public Purpose Expenditure Policy.

CITY OF ROSEMOUNT

POLICY TITLE:	**PUBLIC PURPOSE EXPENDITURE POLICY**
EFFECTIVE DATE:	**MARCH 18, 2009**
POLICY NUMBER:	**A-6**
PROPOSED BY:	**ADMINISTRATION**
DATE APPROVED BY CITY COUNCIL:	**MARCH 18, 2009**
AMENDED:	DECEMBER 21, 2023

POLICY

Pursuant to the statutes and laws of the State of Minnesota which permit, and require the expenditure of public funds for public purposes, the Rosemount City Council believes it necessary and appropriate to provide assistance and guidance to the officials, employees and representatives of Rosemount to aid in the determination of when public funds may be spent for a public purpose.

To provide that assistance and guidance, the Rosemount City Council adopted these public purpose guidelines for the establishment of operating policies and procedures and the appropriate expenditures of public funds. Based on these guidelines, the City Council authorizes the City Administrator, elected officials and appointed department heads to establish administrative policies and procedures that are consistent with these guidelines and the adopted City policies that implement these guidelines.

Definition: A public purpose expenditure is one that relates to the purpose for which the City of Rosemount exists and the duties and responsibilities of Rosemount, its elected and appointed officials, employees and other representatives.

PUBLIC PURPOSE GUIDELINES

1. Training and development programs for Rosemount employees and its official representatives serve a public purpose when those training and development programs are directly related to the performance of the employees' and the officials' job-related duties and are directly related to the programs/services for which the City is responsible.

2. Payment of employee work-related expenses, including travel, lodging and meal expenses, serves a public purpose when those expenses are necessarily incurred by Rosemount employees and its official representatives in connection with their actual

work assignments or official duties and those expenses are directly related to the performance of the governmental functions for which Rosemount has responsibility.

3. Appropriate safety, ~~and~~ health, and wellness programs for Rosemount employees serve a public purpose because they result in healthier and more productive employees and reduce certain costs to the City and the taxpayers of Rosemount, including various costs associated with workers compensation and disability benefit claims, health insurance premiums, and lost time from employee absences.

4. Public expenditures for appropriate Rosemount employee and volunteer recognition programs serve a public purpose because formally recognizing employees and volunteers who make significant contributions and demonstrate their commitment during the performance of their duties result in higher morale and productivity among all Rosemount employees and volunteers, and therefore help the City to fulfill its responsibilities efficiently and more cost effectively.

5. Public expenditures for food and refreshments associated with official Rosemount functions serve a public purpose when the provision of food or refreshments is an integral part of an official Rosemount function and the provision of food or refreshment is necessary to ensure meaningful participation by the participants.

6. Public expenditures for appropriate community and customer outreach and similar activities serve a public purpose when those expenditures are necessary for Rosemount to ensure the efficient operation of its programs/services, promote the availability and use of City resources, and promote coordinated, cooperative planning activities among and between the public and the private sectors.

SPECIFIC PROGRAMS AND EXPENDITURES

Every City of Rosemount expenditure must be valid based upon the public purpose for which it is purchased. The following items are deemed to meet the Council definition of public purpose expenditures.

EMPLOYEE RECOGNITION PROGRAM

The City of Rosemount City Council recognizes the hard work and service performed by the employees of the City of Rosemount through a formal Employee Recognition Program. The City Council believes the benefits of attracting, retaining and motivating employees through an Employee Recognition Program support employee job satisfaction, which in turn impacts cooperation and productivity. The result is to provide excellent public and customer service to better serve the interests of the citizens of the community.

The Employee Recognition Program is considered "additional compensation" for work performed by employees but is entirely dependent on receiving funding from year-to-year. No provisions of this policy, or its administration, shall be subject to review under the grievance or arbitration provisions of any collective bargaining agreement.

The Program will include:

1. Annually the City will sponsor an Employee Recognition Luncheon for City employees. The City may also sponsor an annual employee picnic or a Holiday Party.

2. An employee will receive an award for service at the Employee Recognition Luncheon. New employees receive a City Pin and employees completing 5, 10, 15, 20, 25, 30, and 35 years of service receive a gift certificate for a designated amount. The recognition year runs concurrently with the calendar year (January 1 to December 31 of the current year). In addition to awards, employees shall receive a "Certificate of Recognition" for the number of years being recognized. Awards given are as follows:

New Employee	City Pin
5 years	$25.00
10 years	$50.00
15 years	$75.00
20 years	$100.00
25 years	$150.00
30 years	$200.00
35 years	$250.00
Retirement	Wooden Plaque

Recognition awards will go to all full-time and permanent part-time employees based strictly upon longevity and will in no way be connected to performance. The award will be based on "continuous" service with the City from the employee's initial start date whether it be part-time or full-time. The recognition will be based on the concept of peers honoring peers. Employee of the Year will receive a $100 recognition award. The employee will be nominated by their peers and selected by the leadership team.

~~3. The City will send flowers if one the following occurs:~~

- ~~Death or serious accident or illness, including surgery, of a current employee;~~
- ~~Death of a former employee;~~
- ~~Birth or adoption of a child to a current employee;~~
- ~~Death or serious accident or illness of an immediate family member of a current employee including spouse, sibling, parent/in-laws, child, grandparent or grandchild;~~
- ~~Death of a prominent citizen who contributed substantially to the community as determined by the Mayor or any two council members.~~

~~4.~~3. The City will provide a cake or comparable food item when a permanent City employee in good standing leaves City employment.

~~5.~~4. The City supports other events that are planned and paid for by employees with the approval of the City Administrator.

~~6.~~5. The City supports recognition plaques in recognition of long-time service or retirement.

Amounts expended on these items shall be reasonable in nature considering the normal costs of good and services. The cost of the elements of the Employee Recognition Program will be included as a separate line item in the City of Rosemount Budget. This line-item will be approved annually by the City Council as a part of the overall budget approval process, which includes a public hearing on the proposed budget.

EMPLOYEE SAFETY PROGRAMS

The City Council recognizes the importance of employee health and safety as it relates to the overall work and life satisfaction of the employee and the overall impact on the City's insurance programs.

The Employee Safety Program is funded by the departmental budgets. The City supports programs created by the Safety Committee to promote and retain and safe work environment.

EMPLOYEE WELLNESS PROGRAMS

The City Council recognizes the importance of promoting employee wellness programs. Wellness programs can benefit the city by lowering health care costs, reducing injuries, reducing workers' compensation and disability-related costs, improving employee morale and productivity.

Wellness Programs will vary from year to year and may include trainings, lunch and learns, programing and equipment on topics or activities related to health and wellness, employee incentives or reimbursements for participation in preventive health screenings, healthy activities, challenges, and programs designed to improve health and wellness.

Employee wellness programs will be assessed annually, and the offerings will be determined based upon funding received from year-to-year. Employee wellness programs are funded by awarded grants, wellness credits provided by insurance providers and departmental budgets.

MEETING FOOD/MEALS

The City Council recognizes that situations in which City business needs to be discussed can and do occur during meal hours (e.g. luncheon meetings). In addition, there are public and employee meetings and events in which reasonable refreshments may add to the success of the meeting and/or event and create a more productive work force. The following items are deemed to meet the Council definition of public purpose expenditures in regards to food and meals.

1. Meals and refreshments are allowed at City meetings and events that have a purpose of discussing City issues. These meetings would normally have a pre-planned agenda.

2. Meals and refreshments are allowed at employee meetings and events that have a purpose of discussing City issues or are a part of an employee training. These meetings

would also normally have a pre-planned agenda. These meetings could include new employee receptions to introduce new employees to existing employees, provide an orientation to the City, and promote teamwork and cooperation. This does not include routine staff meetings.

3. Meals and refreshments are allowed when they are part of a breakfast/lunch/dinner meeting for official city business when it is the only practical time to meet. Usually these meals involve meeting with City Council members, Committee/Commission members, or local business/fraternal organizations. Payment for fees relating to a special event, such as a Chamber of Commerce event may also be allowed where approved by the City Administrator and when attendance is deemed to meet the public purpose guidelines for community or customer outreach and marketing of the City.

4. Meals and refreshments are allowed during official meetings of the City Council, council committees, advisory boards/commissions, and taskforces.

5. Travel expenses for employees are outlined in the Rosemount Personnel Policy.

6. Meals and refreshments are allowed where employees or volunteers are participating in a City-sponsored special event, participating in an outside event as an official representative of the City, or working additional hours and where the department heads deem meals or refreshments appropriate as recognition of efforts above those normally required. Because emergency personnel are often called to perform for extended periods of time and duties where refreshments are important to duty performance, emergency response personnel may be provided refreshments or food when it is deemed appropriate by the City Administrator or Department Head to assure the delivery of quality emergency response service.

7. No purchase of alcoholic beverages is allowed.

The cost of these meals or fees is included in the departments' travel/conferences line-item in the Rosemount Operational Budget. These line-items are approved annually by the City Council as a part of the overall budget approval process which includes a public hearing on the proposed budget.

MEMBERSHIP AND DUES

The City Council has determined that the City will fund memberships and dues (individual or organization) in professional organizations and City social and community organizations when the purpose is to promote, advertise, improve or develop the City's resources and advantages and not personal interest or gain.

The cost of memberships/dues is included in the departments' dues and subscriptions line-item in the Rosemount Operational Budget. These line-items are approved annually by the City Council as a part of the overall budget approval process, which includes a public hearing on the proposed budget.

EDUCATION REIMBURSEMENT

The City of Rosemount Personnel Policy contains guidelines for an education reimbursement program. Job related advanced education meets the public purpose guidelines of this policy. The amount available for this program shall be considered annually. The cost of this program is contained in the Rosemount City Council budget.

CLOTHING AND OTHER SUNDRY ITEMS

Employees may receive T-shirts, and other sundry items of nominal value ($5.00) when these items are made available to the general public or if these items are determined by the City Administrator to be important to the successful involvement of employees in special city-sponsored or city-supported events (e.g. National Night Out, Safety Camp, etc.). Employees may be supplied with uniforms, clothing, boots and other gear necessary for the performance of their job.

CONCLUSION

The Rosemount City Council has determined that the above expenditures are valid expenditures and serve a public purpose.

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: December 21, 2023

AGENDA ITEM: UMore Study Area AUAR Update 2023	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY: Anthony Nemcek , Senior Planner	**AGENDA NO.** 6.k.
ATTACHMENTS: Resolution, AUAR Update	**APPROVED BY:** LJM
RECOMMENDED ACTION: Motion to Adopt a Resolution Authorizing the Adoption of the UMore Alternative Urban Areawide Review (AUAR) Update 2023.	

BACKGROUND

The City Council adopted the UMore Study Area AUAR (Alternative Urban Areawide Review) in 2013. State Statute requires that the City review and update the AUAR every five years and allow the required reviewing agencies to comment on the update. The City adopted an update in 2018, and the UMore Study Area AUAR is now due for another update. Staff and consultant work on that update has been completed and a draft of the document is attached.

The agency comment period for the update, which was published on December 5th, ends on December 19, 2023. As such, a memorandum summarizing the comments, as well as an updated draft incorporating any agency comments will be provided to Council on December 20 ahead of the Council meeting the following day. Maintaining a current AUAR allows developers to move forward without separate, project specific environmental reviews. This is a benefit to both the developer and landowner since costs and time are decreased in the entitlement process.

Staff prepared an update to the UMore AUAR which was initially adopted in 2013 and updated in 2018. The AUAR covers about 5,000 acres and includes lands in Rosemount and Empire. The initial AUAR was a joint venture, and Empire as well as UMore staff reviewed the update document prior to it going out for agency comments. The only development that has occurred within the Study area since the adoption of the 2013 AUAR and 2018 update was the Amber Fields development, which has been included in the update. Otherwise, there are only minor modifications needed to keep the AUAR current. The mining activity in the western portion of the UMore property was reviewed under a separate Environmental Impact Statement process and is not part of the AUAR.

The review was published in the EQB Monitor and was posted on the City's website. As mentioned, staff will provide a summary of agency responses ahead of the Council meeting on December 21. Comments received by the City during the comment period of the 2018 update resulted in minor modifications to that update including adding a DNR fact sheet to the update, revising a mitigation measure relating to the 42/52 interchange, and taking under advisement the listing of unsealed and abandoned wells. Staff anticipates a similar level of comments will be received during the current comment period.

RECOMMENDATION

Staff recommends that the City Council adopt the UMore AUAR Study Area Update.

CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2023-XX

A RESOLUTION AUTHORIZING THE ADOPTION OF THE UMORE STUDY AREA ALTERNATIVE URBAN AREAWIDE REVIEW (AUAR) UPDATE 2023

WHEREAS, an AUAR Update has been completed for the project pursuant to Minnesota Rules 4410 which identifies and assesses the environmental impacts and mitigation measures associated with the UMore Study Area;

WHEREAS, the AUAR was updated pursuant to Minnesota Rule 4410.3610;

WHEREAS, the AUAR Update was distributed for the required 10-day comment period;

WHEREAS, comments received on the AUAR Update have generated information adequate to determine mitigation measures associated with the potential development in this area;

WHEREAS, the comments received and the City's responses to these comments are included in the public record for the AUAR;

NOW THEREFORE BE IT RESOLVED, by the City Council of Rosemount, MN that the City of Rosemount adopts the UMore Study Area AUAR Update dated December 2023.

ADOPTED this 21st day of December 2023, by the City Council of the City of Rosemount.

_____
Jeffery D. Weisensel, Mayor

ATTEST:

_____
Erin Fasbender, City Clerk

FINAL ALTERNATE URBAN AREAWIDE REVIEW UPDATE

UMORE STUDY AREA

Original AUAR:	August 2013
Update 1:	August 2018
Revised:	October 8, 2018
Update 2:	December 1, 2023

Prepared for:

City of Rosemount

2875 145th Street West

Rosemount, MN 55068

WSB PROJECT NO. 022511-000

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Appendix B – DNR Natural Heritage Database Review

Appendix C – Comments and Responses to the AUAR Update

I. INTRODUCTION AND PURPOSE

The UMore Study Area is approximately 4,900 acres located in the southern portion of the City of Rosemount and the northern portion of the City of Empire (**Appendix A - Figure 1-2**). The City of Rosemount was given RGU authority through a Joint Power's Agreement with Empire Township. A new JPA is being drafted, however Rosemount is expected to remain as RGU. The City of Rosemount adopted the UMore Alternative Urban Areawide Review (AUAR) in August 2013 and completed an update to the AUAR in 2018. Pursuant to Minnesota Rules 4410.3610 Subp. 7, for the AUAR to remain valid as the environmental review document for the area, the document needs to be updated every five years until all development in the study area has received final approval. Since undeveloped areas still remain in the study area and the AUAR will expire in 2023, the purpose of this document is to update the AUAR pursuant to Minnesota Rules.

The 2013 AUAR evaluated four development scenarios. The 2018 Update provided an update to the City of Rosemount's 2030 Comprehensive plan amendment.

Since 2018, the City of Rosemount updated their 2040 Comprehensive plan, and the land use plan was updated to change an area of Agricultural Research to a Business Park. Empire Township updated their 2040 Comprehensive Plan in 2020 and was incorporated into a City in 2023. The City of Empire is developing a City Comprehensive Plan. **Figure 3, Appendix A** shows the Planned Land Use based on the 2040 Comprehensive Plans. The land uses are in conformance with or are less intensive than Scenario 3 and therefore conform to the AUAR.

The August 2013 AUAR and 2018 update are available for review on the City of Rosemount's website in the Planning and Zoning section. This report is intended to serve as an update of the AUAR and includes a review of the areas that have and have not developed, an update to the environmental analysis as needed, and a review of the mitigation measures.

II. APPROVED DEVELOPMENT/CURRENT CONDITIONS

Figure 4, Appendix A shows the location of the approved development within the study area. Of the 4,900 acres in the study area, approximately 715 acres have been approved for development. The gravel mining operation in the western portion of the study area has progressed. This work is outside of the AUAR, and a separate, individual Environmental Impact Study (EIS) was completed for this work in 2010. Since the 2013 AUAR, one development has been approved, and is as follows:

- Amber Fields: The City of Rosemount has approved development of Amber Fields, northwest and east of Akron Ave within the study area. Grading and development of single-family homes and townhomes are underway.
- Project Bigfoot: The City of Rosemount has a submittal for the development of Project Bigfoot, east of Audrey Ave and west of Blaine Ave E within the study area. This project is pending approval. There are two planned utility projects

within the Project Bigfoot area; a city water tower is planned for the northeastern corner and an Xcel switching station is planned in the southeast portion.

III. AREAS REMAINING TO BE DEVELOPED

Of the 4,900 total acres, there are approximately 4,185 acres remaining in the study area that have not been approved for development between the City of Rosemount and the City of Empire. The City is aware of a proposed Opus development, east of Blaine Ave E within the project area; however the City has not received a formal plan as of the adoption of this update. Undeveloped areas are shown in **Figure 4**.

Timeline: The City of Rosemount and the City of Empire anticipate development to occur over the next 15 to 25 years depending on market conditions. Development is expected to be phased from the north in Rosemount along County State Aid Highway (CSAH) 42 to the south extending into Empire. The timing of development in the western portion of the study area will be influenced by the timing of mineral extraction and restoration of the property to accommodate urban development.

IV. UPDATE TO THE ENVIRONMENTAL REVIEW

Threatened and Endangered Species: The DNR Natural Heritage Database information was requested for this AUAR Update. The State-listed threatened Blanding's turtle (*Emydoidea blandingii*) has been documented in the vicinity of the proposed project and has required avoidance measures. This correspondence is included in **Appendix B**.

Historical and Cultural Resources: Updated data from the State Historic Preservation Office (SHPO) was requested. There are no new listings within the project area.

Hazardous Waste and Contamination: A review of the current Minnesota Pollution Control Agency (MPCA) What's in My Neighborhood Database was completed to identify sites with known, or suspected contamination within the study area. There are no additional sites of potential environmental concern beyond those identified in the 2018 AUAR Update, and there are no pertinent updates to sites previously identified in the 2018 AUAR Update.

Municipal Water and Sewer: Rosemount completed the "East Side Utilities Study" in May 2016. The purpose of this study was to further refine recommendations for providing municipal utility service to the East Side of Rosemount, generally east of TH52. While this study was primarily outside of the UMore study area, it did include the very eastern portion of the UMore AUAR Study Area. No changes to the UMore AUAR are needed as a result of this study. This study is available upon request.

In a June 6, 2017 memo, the City evaluated possible utility extensions to the area south of CSAH 42 and west of Dakota County Technical College to serve a small portion of the UMore Study Area. Based on the review, water and sewer could be extended to the area and no lift stations would be required to serve this planned, small residential area until such time as more development occurred in the area. The residential development south of CSAH 42 and west of Dakota County Technical College is under construction and no other development has occurred. No changes in mitigation in the AUAR resulted from this study.

Rosemount completed its evaluation of a possible sanitary sewer extension from the north side of CSAH 42 along the west side of TH 52 to determine if a small portion of development in the northeast corner of the UMore development could be served without the use of a lift station. The study was completed in 2019 and it concluded that the northeastern side of the area would not require the use of a lift station. **Figure 5, Appendix A** shows the updated Sanitary Sewer plan within the study area. This did not alter the mitigation items in the UMore AUAR, but rather investigated an interim developed condition prior to the larger area being developed.

Stormwater Management: Stormwater management regulations continue to change. Within the City of Rosemount, the City's stormwater management regulations apply. Within the City of Empire, the Vermillion River Watershed Joint Powers Organization's (VRWJPO) regulations apply. The City adopted new rules in 2017. The VRWJPO adopted new rules in 2019. Mitigation measures have been revised based on these changes. There have been significant updates to stormwater routing proposed for the study area since the original AUAR in 2013. **Figure 6, Appendix A** shows the updated Subwatershed map.

Transportation: Since the AUAR was completed in 2013, the interchange at TH52 and CSAH 42 was reconstructed. This item was listed in the mitigation items in the AUAR. Rosemount is in the process of conducting a Traffic Analysis for the Akron Avenue and Connemara Trail area north of the UMore site. Any improvements will include future impacts from UMore development. No other changes to the traffic study are needed.

Parks and Trails: Dakota County has approved a master plan for the Vermillion Highlands Greenway Regional Trail. This trail is proposed to travel through the study area. The planned Vermillion Highlands Greenway Trail will connect Lebanon Hills Regional Park in Eagan to Whitetail Woods Regional Park in Empire. This regional trail is part of the Metropolitan Regional Parks System and is governed by the Council's 2040 Regional Parks Policy Plan. **Figure 9** of the 2018 AUAR update shows the most up to date existing and proposed trail network within the study area.

V. MITIGATION SUMMARY AND UPDATE

The mitigation measures developed in the original AUAR are outlined below. If a mitigation measure has been revised, the changes are shown with underlined or stricken text.

1. Fish, Wildlife, and Ecologically Sensitive Resources

A. Wetlands will need to be delineated in conformance with the Wetland Conservation Act <u>and US Army Corps of Engineers (COE) guidance</u> as part of the development process. Depending on the location of the wetlands, either the City of Rosemount <u>or the Dakota County SWCD and the COE</u> will review and verify the wetland delineation.

B. Wetland impact is anticipated to be minimized to the maximum extent practical and feasible throughout the review area. If wetland impacts are

proposed, wetland mitigation will be required of the project proposer pursuant to current wetland regulations and City and Soil and Water conservation District requirements.

C. The City of Rosemount and the City Empire will require buffers around wetlands at a width dependent upon the wetland's management classification, per their respective ordinances.

D. Stormwater management features should incorporate native plantings of grasses, trees, and shrubs.

E. A loggerhead shrike survey is recommended by the DNR as part of a development project if disturbance would be planned during the nesting season within suitable habitat areas (nesting season is generally April through July). The DNR will need to be contacted before any survey work is completed.

F. While ideally suited habitat for Blanding's turtles is not apparent within the study area, they have been noted in the vicinity of study area and some habitat within the area could be marginally suitable. Development projects should take into consideration the use of oversized culverts, surmountable curbs, and revegetation with native species. The DNR has required avoidance measures, outlined in the NHIS letter, for this species.

G. The lark sparrow, purple martin and Bell's vireo are all state-listed bird species of special concern that have been documented within the vicinity of the study area. The DNR recommends avoiding disturbance to undisturbed grassland areas and tree and shrub removal from May 15th through August 15th to avoid disturbance of nesting birds, if feasible.

H. The northeastern corner of the site is below the minimum threshold for statewide significance but is ranked as an Area with Potential Local Conservation Value. Development plans for the northeastern corner of the site will consider incorporating the oak woodland that has been identified on the County Biological Survey as open space to protect or enhance this habitat to the extent practical.

I. Development plans will consider incorporating the existing or remaining wildlife habitat areas within the Regionally Significant Ecological Areas (RSEA) and other areas within the site as open space to the extent practical. However, depending on environmental remediation that may be required, disturbance of these areas may be necessary.

J. Tree removal within the study area that occurs as part of development will need to meet the requirements of the Cities' Tree Preservation Ordinance.

2. Water Use Mitigation Plan

A. Extend trunk water main services as shown in Figures 13-3 through 13-5 of the original AUAR consistent with the Comprehensive Water Plan

(CWP). For Scenario 1, an additional 16" trunk main may be extended from the intersection of Akron Avenue and CSAH 42 to approximately 2,600 feet east of the intersection of CSAH 42 and Blaine Avenue.

B. Six to eight (6-8) municipal wells are recommended as a result of this development, with up to 2 of the wells being in addition to what was planned as part of the CWP. For Scenario 1, one well may be located within the study area depending upon the trunk water mains extended to the development (see Figure 13-3 – Alt. 2 in original AUAR). Well fields have been preliminarily allocated to the north and to the east of the study area close to the future water treatment plants, in accordance with the CWP.

C. 2,750,000 to 3,500,000 gallons of water system storage is recommended as a result of this development, with up to 700,000 gallons being in addition to what was planned as part of the City's CWP. The storage should be constructed in a location to best serve the entire City and overall water system.

D. Any abandoned wells found within the study area will be sealed in accordance with Dakota County Ordinance No.114, Well and Water Supply Management, and Minnesota Department of Health guidelines.

E. In accordance with the Rosemount's Wellhead Protection Plan (WHPP), continue protection of the existing Drinking Water Supply Management Area (DWSMA) located in the study area as shown in Figure 13-2 in the original AUAR. A DWSMA will be established for future wells as they are constructed and the WHPP is updated.

F. There exists potential for future interconnection of the proposed water system in the study area between the City of Rosemount and the City of Empire. Additional water system assessments and agreements between the City of Rosemount and the City of Empire may be required if further development interests beyond the presented material were to arise.

G. Industrial and Business Park land use water demands can be highly variable depending upon the business operation or manufacturing process employed at each property. At the time of the five-year AUAR evaluation, water demands from individual properties in the Industrial and Business Park land use areas should be evaluated and estimated future demands revised if necessary.

H. Any new wells (supply, dewatering, monitoring, or other) shall be constructed in accordance with Dakota County Ordinance 114, Minnesota Statutes Chapter 103I and Minnesota Rules Chapter 4725.

3. Erosion and Sedimentation Mitigation Plan

A. A Storm Water Pollution Prevention Plan (SWPPP) to the extent required by NPDES regulations will be needed for any development in the study

area. Review of the SWPPP for each development will be required by each City.

B. Street sweeping will occur as needed to remove dirt that has been tracked on to adjacent roads during construction.

C. Mitigation includes conformance with the City spill response plan. Spills will be reported to the fire chief and/or applicable City staff. The fire chief and/or applicable City staff will in turn notify any other appropriate officials depending on the nature of the spill, such as the State Duty Officer.

4. Water Quantity and Quality Mitigation Plan

A. Each new development within the AUAR area will need to incorporate BMPs to meet applicable water quantity and water quality regulatory requirements. These policies are outlined in the local stormwater management requirements section. The soils within the AUAR area are primarily comprised of Hydrologic Soil Group A and B soils; therefore, it is likely that these policies will be met using infiltration.

B. Infiltration to the Rosemount or Empire standards will be provided on each development site or in a regional infiltration system that is created to serve a defined drainage area. The selection of a development-specific or regional system will be based on identifying feasible areas that take into consideration soils, drainage patterns, existing and past land use, and other factors. Areas where infiltration is not feasible or where contamination is possible will not be used for infiltration practices.

Based on the Rosemount's Wellhead Protection Plan, infiltration outside the Emergency Response Area (ERA) within the Drinking Water Supply Management Area (DWSMA) (1-10-year travel zone) shown on **Figure 10,** of the 2018 AUAR Update can be allowed with the following restrictions:

- Require NURP ponding pretreatment prior to infiltration. Encourage developer to line NURP pond to reduce infiltration and retain a wet pool volume.
- If the infiltration practice is constructed in industrial, commercial, or transportation land uses, ensure that emergency procedures for containment of spills are established and acceptable.
- Infiltration is not recommended in areas that receive discharges from vehicle fueling and maintenance.
- Infiltration is not recommended in areas that receive discharges from industrial facilities that are not authorized to infiltrate industrial stormwater under an NPDES/SDS Industrial Stormwater Permit issued by the MPCA.
- Infiltration is not recommended in areas where soil infiltration rates are more than 8.3 inches per hour unless soils are amended to slow

the infiltration rate below 8.3 inches per hour or as allowed by a local unit of government with a current MS4 permit. This can be accomplished by providing a biofiltration compost mix at the bottom of the infiltration basin or through the use of a spray on mulch.

- Utilize additional guidance from MDH and MPCA for infiltration activities within the DWSMA.

C. To protect adjacent structures, an overflow from Lake 2162 will be developed that would allow water to overflow either to the east toward pond 3074 or to the South toward the Vermillion River. This overflow could potentially occur if a rainfall event occurs that exceeds a 100-year 24-hour event, and/or water elevations reach extremely high levels. Based on this analysis and the installation of the proposed BMP'S, the volume of runoff generated within the AUAR area will be significantly reduced in the future, and the corresponding probability of this overflow occurring will be also reduced from that which exists today. Discharge rates to the east will be in accordance with the City of Rosemount Comprehensive Stormwater Management Plan. Discharges to the Vermillion River from the City of Rosemount will not exceed the intercommunity flowrate standards established by the most current version of Vermillion River Watershed Joint Powers Organization (VRWJPO) model or follow the procedures outlined in the VRWJPO rules.

D. If any storm water in the study area within the City of Empire is to be directed to the City of Rosemount, the Rosemount infiltration standard will be applied to the development.

E. Design considerations for comprehensive stormwater management should include regional ponding.

F. Approved TMDL load reductions and implementation plans shall be addressed by a development's stormwater management plan. These will need to be addressed per the schedule identified in the current version of the MS4 permit. The proposed language states "For TMDLs approved prior to the effective date of the MS4 permit the Waste Load Allocation (WLA) discharge requirement will become a requirement of the permittee".

G. In the City of Rosemount, for newly developing areas, no discharge or infiltration can be assumed for purposes of establishing the 100-year, 24-hour storm event high water elevation. Storage of the runoff from the 100-year, 24-hour storm event is required to be provided on-site or in a regional basin and an appropriately sized infiltration area is required capable of infiltrating captured runoff at a rate of 1/12 of an acre-foot/acre/day. For events with longer duration, a maximum peak stormwater discharge rate will be limited to 0.05cfs/acre.

H. In the City of Empire, development that creates one or more acres of new impervious surface must incorporate volume control practices into the design sufficient to prevent an increase in the runoff volume for the 2-

year 24-hour storm above 2005 land cover conditions unless waived in accordance with Runoff Volume Control Criteria 6.04 of the City's Water Resources Management Ordinance. It will be required that post-development discharge rates will not be greater than pre-development discharge rates for the 1-year, 10-year and 100-year, 24-hour storm critical duration events to reduce erosion impacts downstream of the site.

I. The developer will be responsible for grading the site appropriately to provide adequate stormwater management to the extent necessary and will be required to obtain the necessary permits for stormwater management and grading, to preserve the existing natural features, and to provide water quality protection to meet MPCA Construction General Permit requirements in addition to City of Rosemount, City of Empire, and VRWJPO requirements.

J. Stormwater will be required to be pretreated to achieve NURP standards as outlined in the City of Rosemount Engineering Guidelines prior to discharge to wetlands and Lake 2162.

K. A SWPPP required by the NPDES regulations will be needed for any development in the study area. Review of the SWPPP for each development will be required by each City.

5. Wastewater Mitigation Plan

A. **Figures 18-3, 18-4, and 18-5** in the original AUAR show conceptual layout of gravity sewers, lift stations and forcemains to serve the proposed study area under each scenario. In 2019, the City of Rosemount updated its Comprehensive Sewer Plan (Sewer Plan), and sewer districts were re-delineated and pipe layout networks and Rosemount Interceptor connection points were modified from the original AUAR. Updates are shown in **Figure 5, Appendix A**.

B. The Southcentral sewer district, previously the East sewer district, was re-delineated in 2019 and is generally within the study area. The sewer district is bound by CR 42 on the north, 160th Street on the south, MWCC08 sewer district on the west, and TH 52 on the east. The area of the sewer district located within the UMore Study area consists of all gravity sewers that convey wastewater north to the Rosemount Interceptor along County Road (CR) 42. Sewers within the South-Central sewer district and within the UMore Park area range between 8" and 21" in diameter.

C. The MWCC08 sewer district, previously the Central sewer district, was re-delineated in 2019. The area of the sewer district located within the study area, consists of primarily gravity sewers, and one lift station and forcemain that convey the wastewater west, where it then flows by gravity to the north and connect to the MCES interceptor under 145th St E. The lift station proposed capacity is 1,200 gpm. MWCC08 sewers within the UMore Park area range in size from 8" to 20" in diameter.

D. The Southwest sewer district, previously the Northwest sewer district, is bound by Biscayne Avenue on the east, MWCC08 on the east, CR 42 on the north, and 160th Street on the south. Portions of the study area located outside of Rosemount City limits are now serviced by the City of Empire (Empire). The sewer district consists of gravity sewers which flow east to west where it is lifted by a proposed lift station to connect to the nearby MCES Interceptor along Biscayne Avenue. The gravity sewer ranges in size from 8" to 2" depending on the scenario.

E. The Southwest sewer district is now located within the Empire city limits and utilities will be provided by Empire.

6. Geologic Hazards and Soil Conditions Mitigation Plan

A. NPDES Phase II Construction Site permit will be required for development within the study area. This permit requires a site-specific Storm Water Pollution Prevention Plan (SWPPP) to be completed for construction. This SWPPP is required to include pollution prevention management measures for solid waste and hazardous material spills that occur during construction.

B. Development or construction work will require conformance with the City spill response plan. Spills will be reported to the Minnesota State Duty Officer and 911, along with applicable City staff. Those authorities will in turn notify any other appropriate officials depending on the nature of the incident.

C. For all gas stations with underground tanks, annual licensing from the MPCA will be needed.

D. The area of partially hydric soils in the northeast corner of the site will be considered to remain as a natural open space area.

E. Should any other conditions be identified during site development activities that have the potential to materially impact either groundwater recharge or groundwater quality, investigations will be conducted, and mitigation measures will be identified to address the impact consistent with applicable State and Federal requirements.

F. Project contingency plans should be prepared and reviewed/approved by MPCA to address potential releases of hazardous substances identified during construction activities. These plans should include current Phase I evaluations prior to beginning construction activities to identify potential releases.

G. The City of Rosemount requests project proposers prepare and submit to the MPCA Construction Contingency Plans ("CCPs") to help identify and address any potential releases of hazardous substances that may be encountered during construction activities. Phase I Environmental Site Assessments should also be completed for the proposed project area and submitted to MPCA along with the CCPs.

H. Any business or institutional uses that use or store petroleum or other hazardous products will be subject to local and state rules regulating such uses.

7. Transportation Mitigation Plan

A. Evaluate and compare the traffic analysis prepared as part of the AUAR in coordination with the City of Rosemount, City of Empire and Dakota County with detailed roadway mitigation. Evaluations will occur with each large-scale development plan submitted for approval, the City, and County Comprehensive Plan updates and/or with each five-year AUAR review. The city is currently preparing a Traffic Analysis for the Akron Avenue and Connemara Trail area. This study will include the impacts from the future UMore development area.

B. Expansion of CSAH 42 from Biscayne Avenue to US 52 from 4 lanes to 6 lanes when warranted by traffic volumes.

C. Construction of an interchange to replace the existing TH 3/CSAH 42 intersection. Interchange geometry will be proposed with future studies.

D. Reconstruction of the existing interchange at CSAH 42 and US 52 as a system interchange to accommodate higher turning movements. The City of Rosemount's and Dakota County's 2030 Comprehensive Plans have identified this interchange as potentially serving a rerouted alignment of TH 55 in the future. Interchange configuration and lane geometry will be determined in future studies. – This item has been partially completed. The US 52 and CSAH 42 interchange was reconstructed to extend the 4-lane section on CSAH 42 through the interchange and to include east and westbound left turn lanes.

E. Addition of intersection control (signal, roundabout, etc.), documented in an Intersection Control Evaluation report, at locations that meet the required traffic warrants and intersection spacing guidelines in accordance with either City or County, including the updated CSAH 42 Segment 15 recommendations adopted by the County Board.

F. Construction of potential frontage roads off CR 42, realignment of Blaine Avenue for intersection improvement and signalization

G. Provide right-of-way required for future roadway expansion adjacent to and within the UMore property.

H. Design and construction of the internal roadway system within the UMore development providing adequate service to each zone of development with turn lanes and traffic control as needed for safe and efficient traffic flow.

I. Preparation of a Travel Demand Management (TDM) plan for the site, or portions thereof, prior to the first large scale development proposal. This would include, but is not limited to, action items for: transit (both bus and rail), non-motorized, and new technologies.

J. Preparation of an Access Management Plan for the affected arterial and collector roadways prior to the first development proposal.

8. Noise Mitigation Plan

A. Site plans for future developments should include measures such as appropriate setback distances, earthen berms, noise walls, and appropriate site design (such as outdoor activity areas being developed away from major noise sources). Each of these items should be considered on a case-by-case basis. The site plans developed for specific projects should show the proposed locations and types of mitigation, with the estimated noise reductions for all areas projected to exceed noise standards.

9. Nearby Resources Mitigation Plan

A. Currently, UMore Park is not receiving federal funding or permitting. Should federally funding or permitting be required in the future, the project:

- Must comply with Section 106 of the National Historic Preservation Act of 1966 (Section 106);
- The lead federal agency will be required to initiate consultation with applicable Native American Tribes; and
- Additional architectural surveys may be required.

B. Erosion control measures will be required during construction to control the loss of Waukegan soils and other soil types susceptible to erosion. All disturbed areas will be required to be re-seeded and mulched as needed.

C. As appropriate, site and building plans will reflect and enhance any significant views of natural features.

D. Park dedication will be in conformance to the codes and requirements of the City of Rosemount and the City of Empire.

10. Visual Impact Mitigation Plan

A. Through the development review process, both cities will require appropriate screening of development in the study area to control adverse visual impacts.

11. Compatibility with Land Use Regulations Mitigation Plan

A. If the AUAR area develops as shown in Scenarios 1, 2 or 3, changes will be needed to the City of Rosemount's Comprehensive Plan, City of Empire's Comprehensive Plan, the Metropolitan Council's 2030 Regional Development Framework, and both Cities' zoning ordinances through the respective amendment processes.

B. The City of Rosemount has developed its 2040 Comprehensive Plan. The 2040 Comprehensive Plan reflects land uses analyzed in this AUAR.

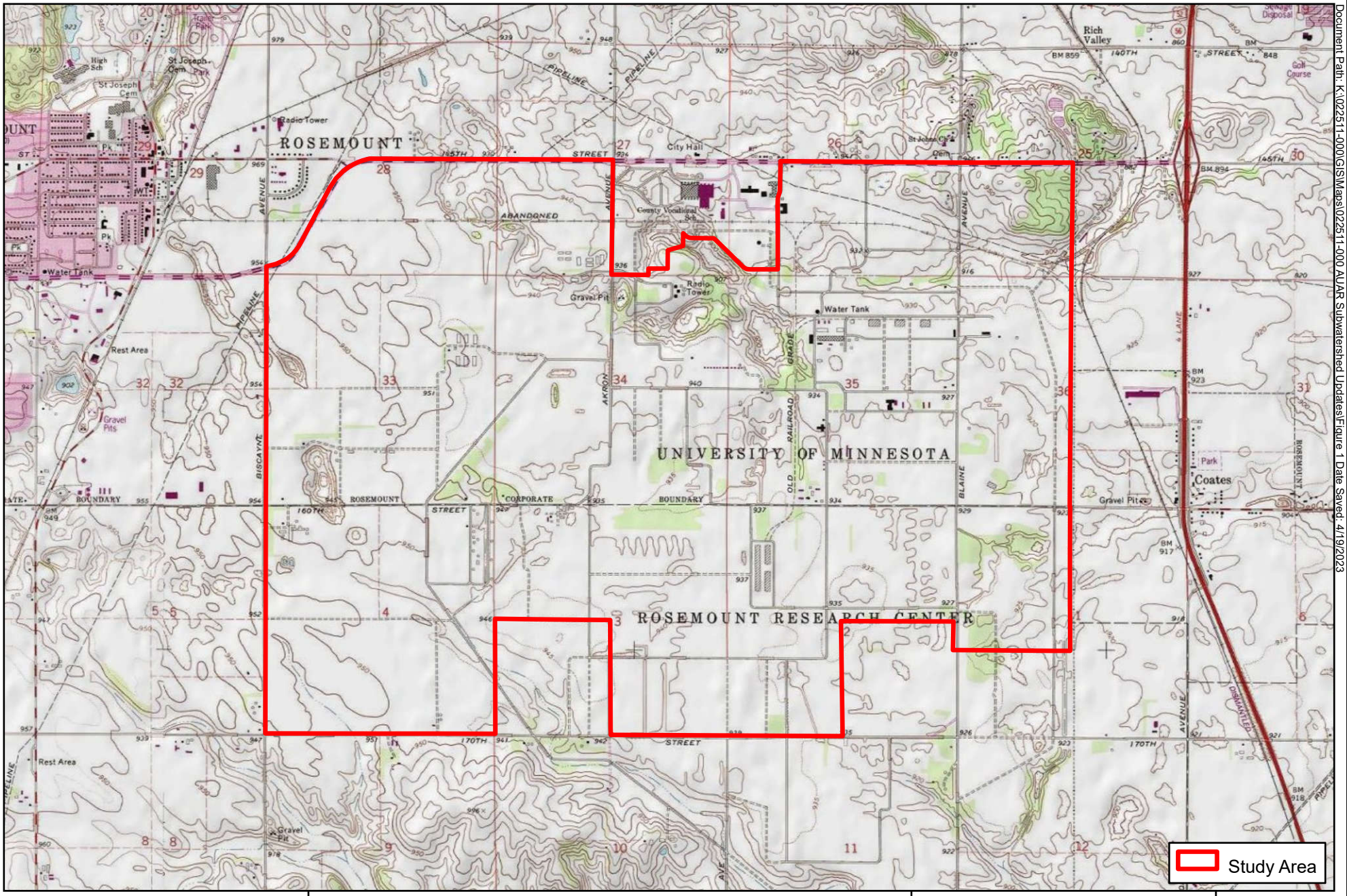
C. The City of Empire developed it 2040 Township's Comprehensive Plan in 2020 and is currently updating its 2040 Township's Comprehensive Plan to reflect changes made since its incorporation. The current 2040 Comprehensive Plan reflects land uses analyzed in this AUAR.

D. While no impacts to floodplain are anticipated, if impacts occur, mitigation in conformance with the City of Empire regulations will be required.

VI. AUAR UPDATE REVIEW

Pursuant to Minnesota Rules 4410.3610 Subp. 7, this AUAR Update has followed the appropriate review and comment process. The AUAR will remain valid for an additional five years from the adoption date.

APPENDIX A – FIGURES



ROSEMOUNT MINNESOTA

CITY OF EMPIRE MINNESOTA

Figure 1: USGS Topographic Map

UMore Area AUAR Update
City of Rosemount, City of Empire MN

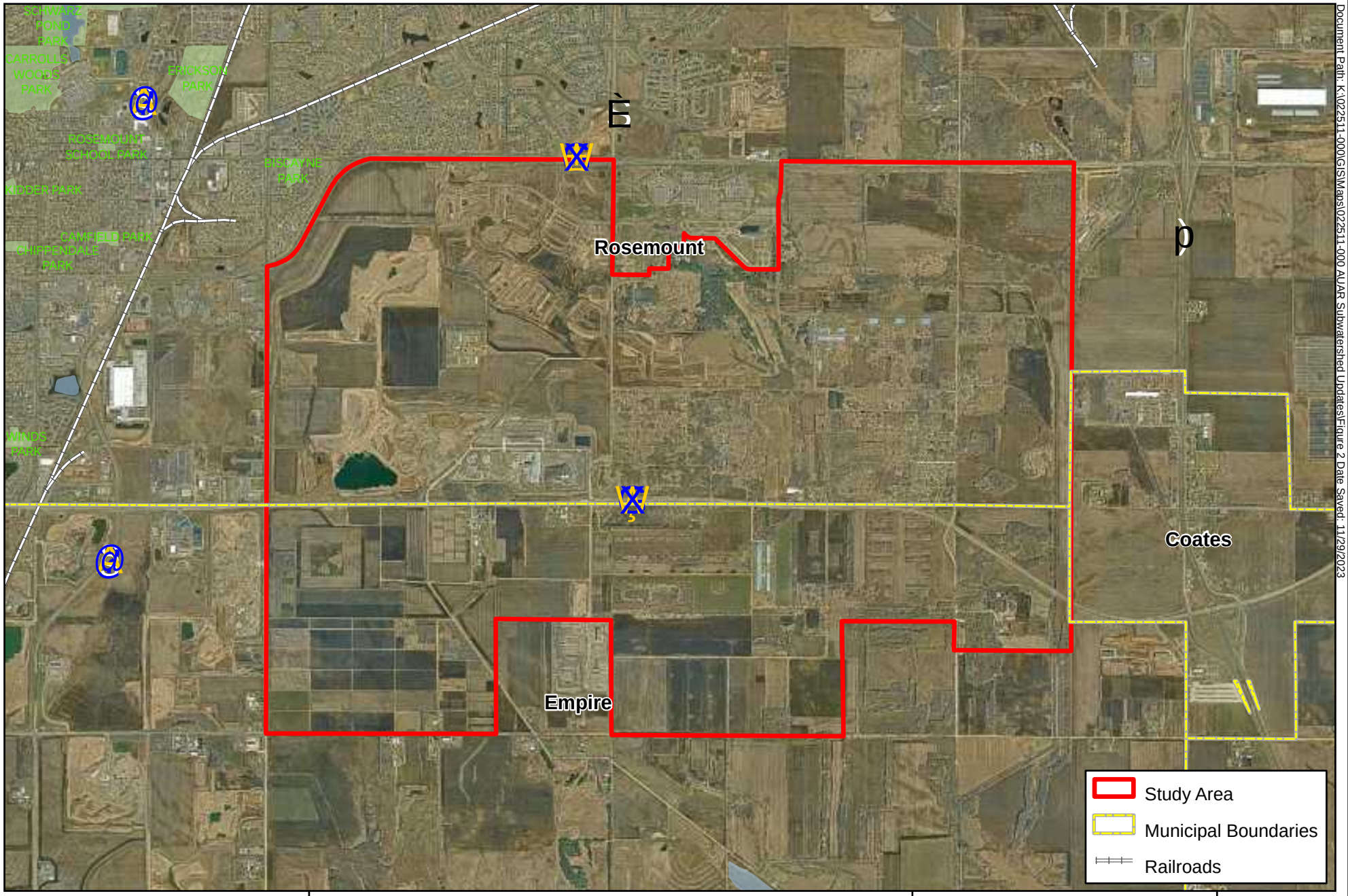
N

0 3,000 Feet

1 inch = 3,000 feet

wsb

Document Path: K:\022511-000\GIS\Maps\022511-000 AUAR Subwatershed Updates\Figure 1 Date Saved: 4/19/2023



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ROSEMOUNT MINNESOTA

CITY OF EMPIRE MINNESOTA

Figure 2: Aerial Photo

UMore Area AUAR Update
City of Rosemount, City of Empire, MN

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1 inch = 3,000 feet

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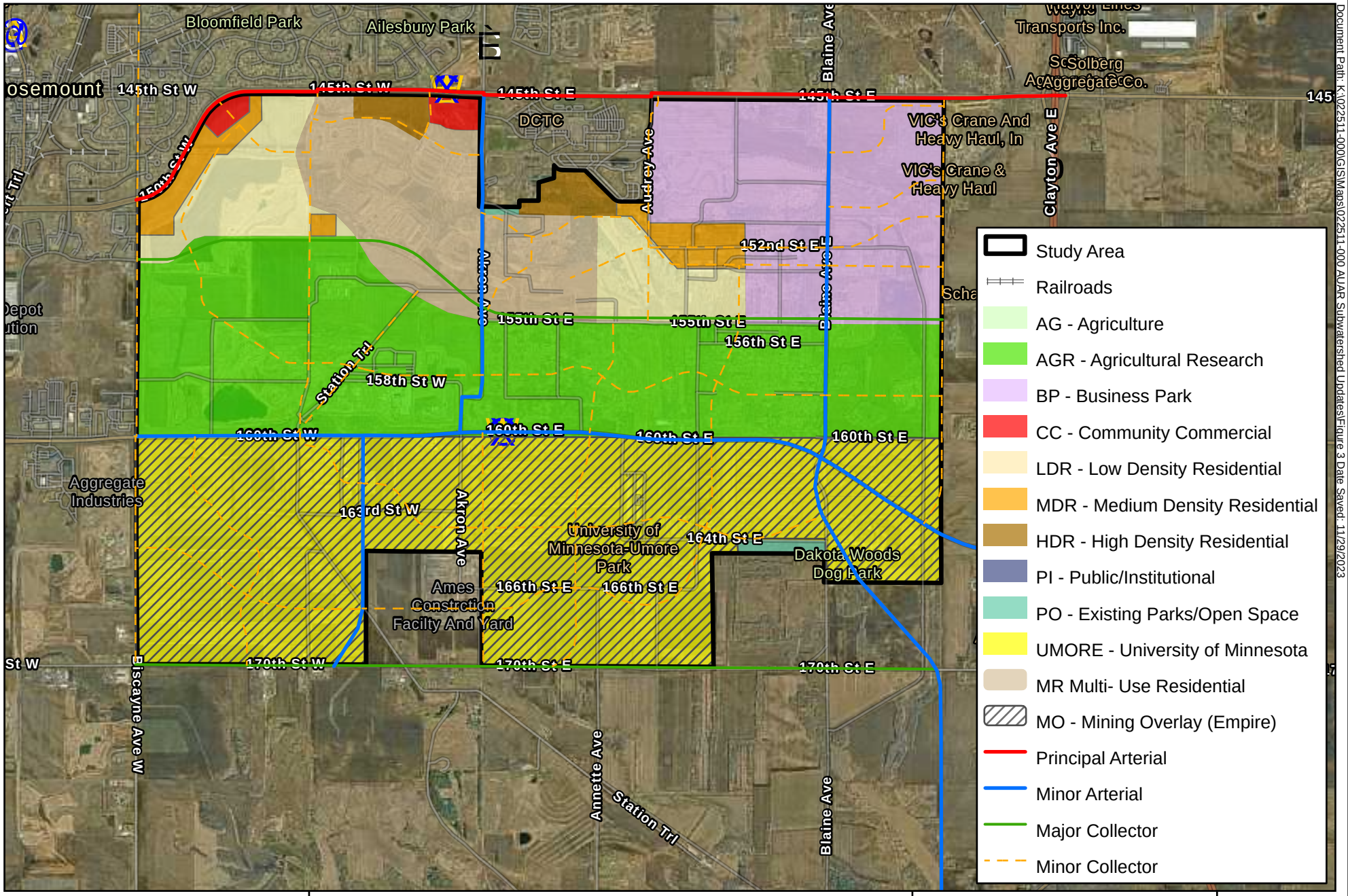

ROSEMOUNT MINNESOTA

CITY OF EMPIRE MINNESOTA

Figure 3: 2040 Planned Land Use

UMore Area AUAR Update
City of Rosemount, City of Empire MN

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1 inch = 3,000 feet

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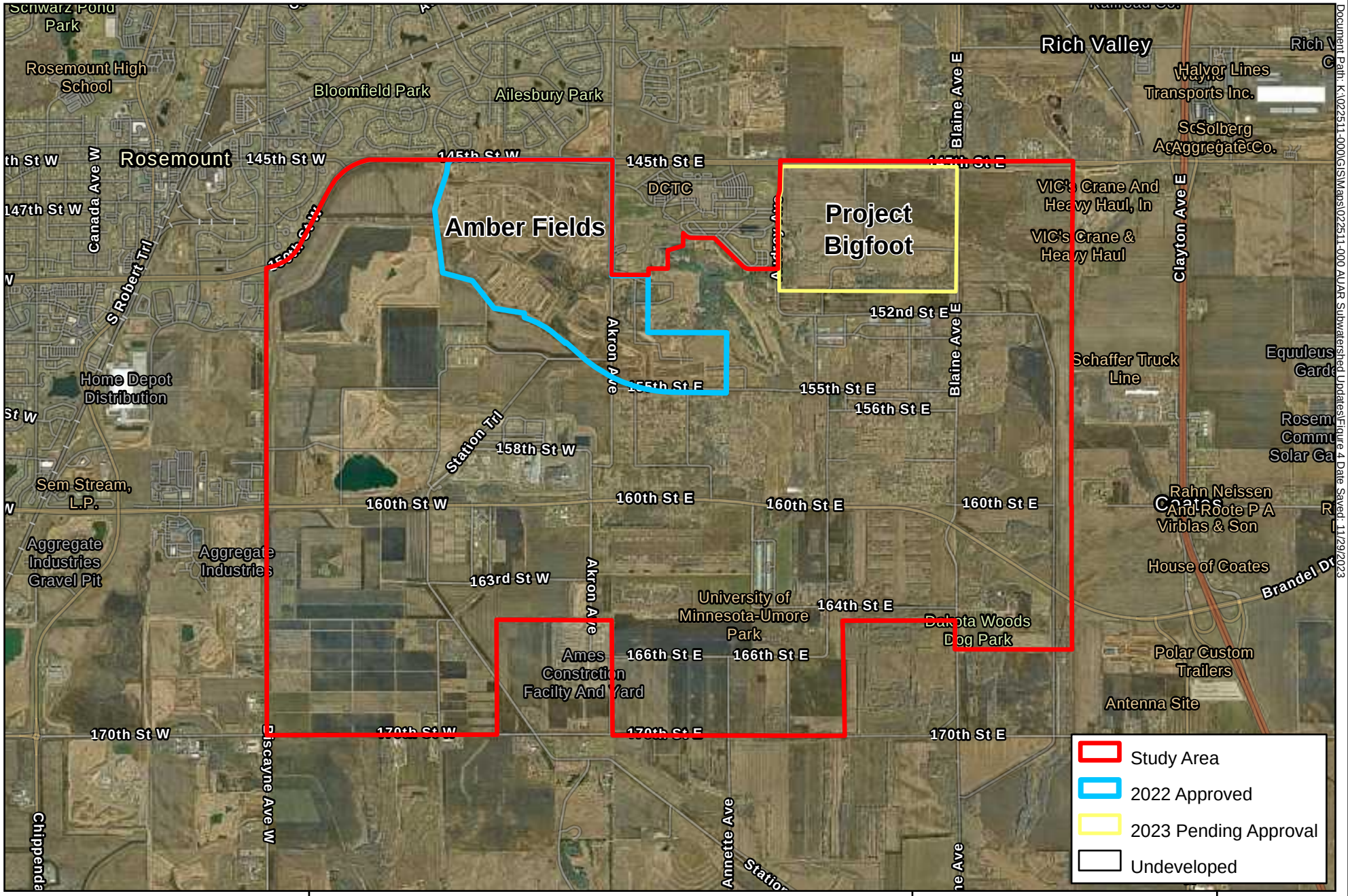

ROSEMOUNT MINNESOTA
CITY OF EMPIRE MINNESOTA

Figure 4: Developed & Undeveloped Areas

UMore Area AUAR Update
City of Rosemount, City of Empire MN

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1 inch = 3,000 feet

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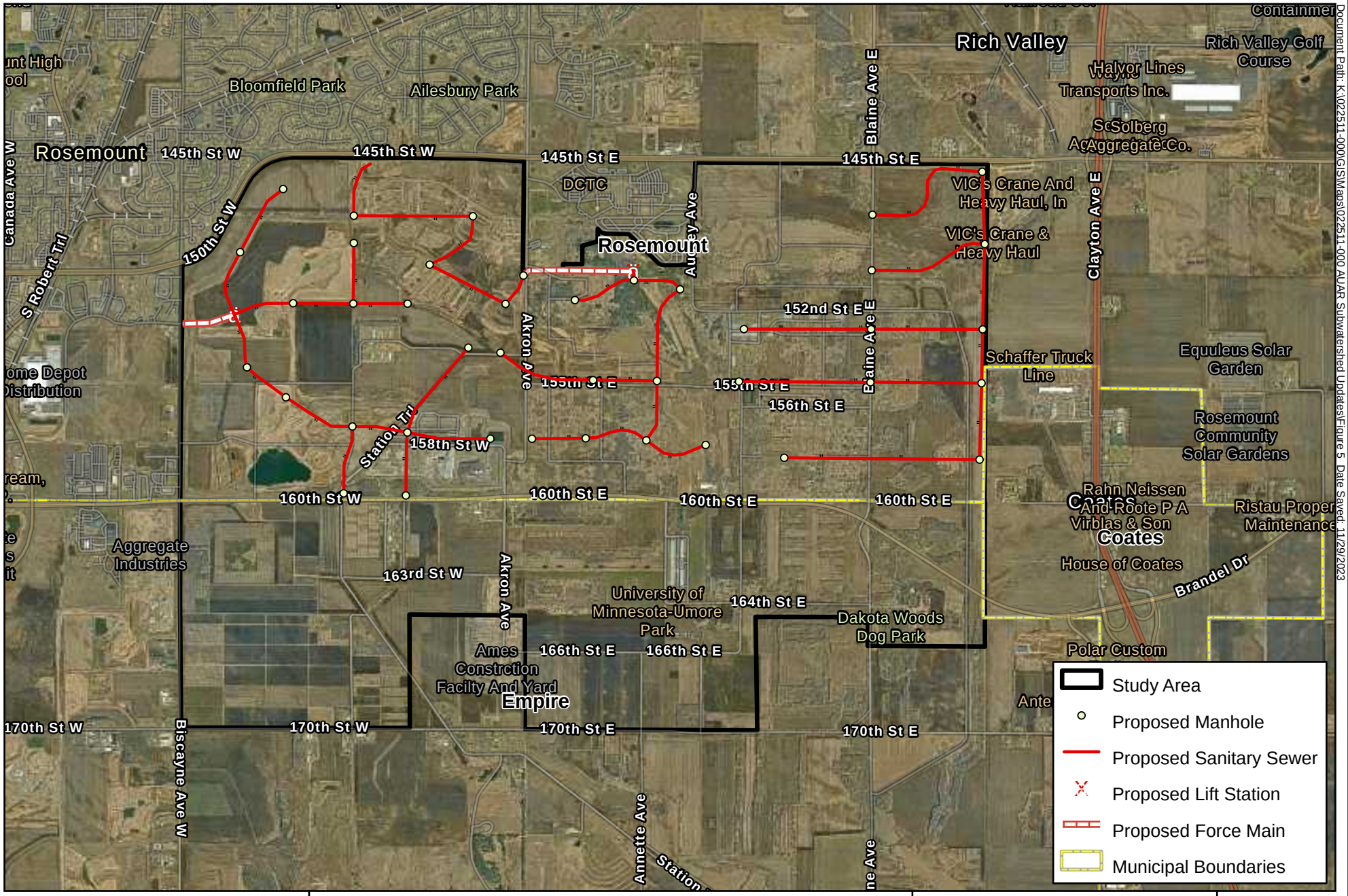


Document Path: K:\022511-000\GIS\Maps\02511-000 AUAR Subwatershed Updates\Figure 5_Date Saved: 11/29/2023

ROSEMOUNT MINNESOTA

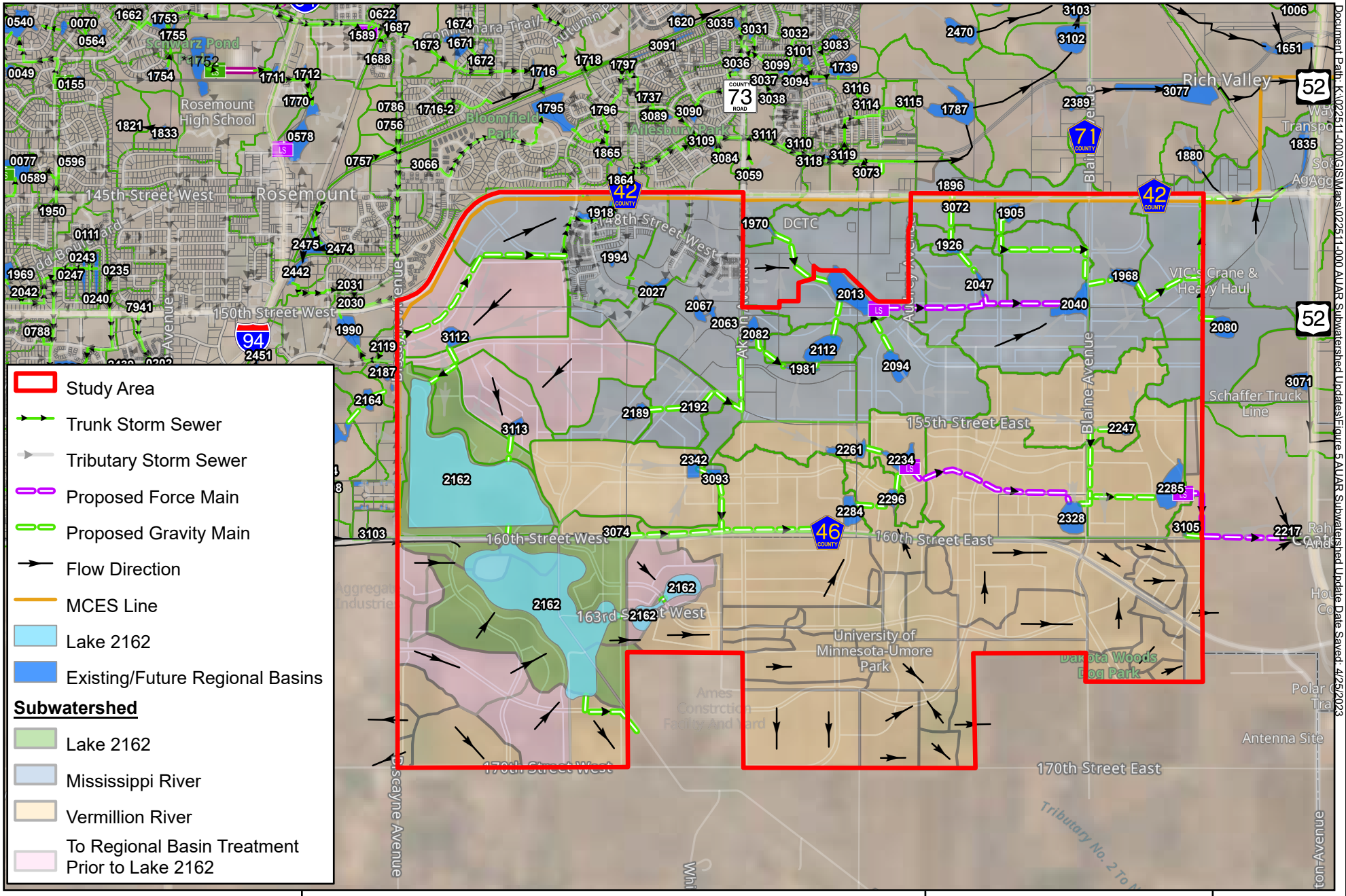
CITY OF EMPIRE MINNESOTA

Figure 5: Sanitary Sewer System

UMore Area AUAR Update
City of Rosemount, City of Empire MN

0 3,000 Feet
1 inch = 3,000 feet

wsb



Document Path: K:\022511-000\GIS\Maps\022511-000 AUAR Subwatershed Updates\Figure 6 AUAR Subwatershed Update Date Saved: 4/25/2023

ROSEMOUNT MINNESOTA

CITY OF EMPIRE MINNESOTA

Figure 6: Subwatershed Map

UMore Area AUAR Update
City of Rosemount, City of Empire MN

N

0 3,000 Feet

1 inch = 3,000 feet

wsb

APPENDIX B – DNR NHIS REVIEW

Minnesota Department of Natural Resources
Division of Ecological & Water Resources
500 Lafayette Road, Box 25
St. Paul, MN 55155-4025

July 10, 2023
Correspondence # MCE 2023-00276

Chaldelia Browne
WSB & Associates, Inc.

RE: Natural Heritage Review of the proposed UMore Study Area AUAR Update,
T114N R19W Sections 1-4, T115N R19W Sections 25-28, 33-36; Dakota County

Dear Chaldelia Browne,

As requested, the Minnesota Natural Heritage Information System has been reviewed to determine if the proposed project has the potential to impact any rare species or other significant natural features. Based on the project details provided with the request, the following rare features may be impacted by the proposed project:

Ecologically Significant Areas

- There is an area ranked as an *Area with Potential Local Conservation Value* in the northeastern corner of the project boundary (T115N R19W Section 25) that the Minnesota Biological Survey considered for Sites of Biodiversity Significance but was determined to be below the minimum biodiversity threshold for statewide significance. These areas, however, have conservation value at the local level as habitat for native plants and animals, corridors for animal movements, buffers surrounding higher quality natural areas, or as areas with high potential for restoration of native habitat.

  MBS Sites of Biodiversity Significance and DNR Native Plant Communities can be viewed using the Minnesota Conservation Explorer or their GIS shapefiles can be downloaded from the MN Geospatial Commons. Please contact the NH Review Team if you need assistance accessing the data. Reference the MBS Site Biodiversity Significance and Native Plant Community websites for information on interpreting the data.

State-listed Species

- Blanding's turtles (*Emydoidea blandingii*), a state-listed threatened species, have been documented in the vicinity of the proposed project. Blanding's turtles use upland areas up to and over a mile distant from wetlands, waterbodies, and watercourses. Uplands are used for nesting, basking, periods of dormancy, and traveling between wetlands. Factors believed to contribute to the decline of this species include collisions with vehicles, wetland drainage and degradation, and the development of upland habitat. Any added mortality can be detrimental to populations of Blanding's turtles, as these turtles have a low reproduction rate that depends upon a high survival rate to maintain population levels.

  This project has the potential to impact this rare turtle through direct fatalities and habitat disturbance/destruction due to excavation, fill, and other construction activities associated with the project. Minnesota's Endangered Species Statute (*Minnesota Statutes*, section 84.0895) and associated Rules (*Minnesota Rules*, part 6212.1800 to 6212.2300 and 6134) prohibit the take of threatened or endangered species without a permit. As such, **the following avoidance measures are required**:

  - Avoid wetland and aquatic impacts during hibernation season, between September 15th and April 15th, if the area is suitable for hibernation.
  - The use of erosion control blanket shall be limited to 'bio-netting' or 'natural-netting' types, and specifically not products containing plastic mesh netting or other plastic components.
    - Also, be aware that hydro-mulch products may contain small synthetic (plastic) fibers to aid in their matrix strength. These loose fibers could potentially re-suspend and make their way into Public Waters. As such, please review mulch products and do not allow any materials with synthetic (plastic) fiber additives in areas that drain into Public Waters.
  - Construction areas, especially aquatic or wetland areas, should be thoroughly checked for turtles before the use of heavy equipment or any ground disturbance.
    - The Blanding's turtle flyer must be given to all contractors working in the area.
    - Monitor for turtles during construction and report any sightings to the DNR Nongame Specialist, Bridgette Timm (Bridgette.Timm@state.mn.us).
    - If turtles are in imminent danger they must be moved by hand out of harm's way, otherwise, they are to be left undisturbed.

If following the above avoidance measures is not possible, please contact NHIS.Review@state.mn.us as further action may be needed.

For additional information, see the Blanding's turtle fact sheet, which describes the habitat use and life history of this species. The fact sheet also provides two lists of recommendations for

avoiding and minimizing impacts to this rare turtle. **Please refer to both lists of recommendations and apply those that are relevant to your project.** For further assistance regarding the Blanding's turtle, please contact the DNR Regional Nongame Specialist, Bridgette Timm.

- The loggerhead shrike (*Lanius ludovicianus*), a state-listed endangered bird, has been documented in the vicinity of the project site. Loggerhead shrikes use grasslands that contain short grass and scattered perching sites such as hedgerows, shrubs, or small trees. They can be found in native prairie, pastures, shelterbelts, old fields or orchards, cemeteries, grassy roadsides, and farmyards. **Given the potential for this species to be found in the vicinity of the project, tree and shrub removal is required to be avoided during the breeding season, April through July.** If you cannot avoid tree removal during loggerhead shrike breeding period, a qualified surveyor needs to conduct a survey for active nests before any trees or shrubs will be removed. Surveys must follow the standards contained in the Rare Species Survey Process. Survey results should be sent to the NH Review Team at Reports.NHIS@state.mn.us. The list of approved DNR Animal Surveyors is attached to this MCE project. Project planning should take into account that the survey needs to be conducted during the appropriate time of the year, which may be limited.

- The lark sparrow (*Chondestes grammacus*), purple martin (*Progne subis*), and Bell's vireo, all state-listed bird species of special concern, have been documented in the vicinity of the project. Lark sparrows are found in open, grassland areas with scattered trees and shrubs. They build their nest on the ground, in a shrub or a small tree. Purple martins nest in colonies and typically near water. In urban areas, they nest almost exclusively in nest boxes; while in rural areas they can be found nesting in cavities, such as woodpecker holes. In Minnesota, Bell's vireo prefers shrub thickets within or bordering open habitats such as grasslands or wetlands. This bird suspends its nests from forks of low branches of small trees or shrubs. If feasible, avoid disturbance to undisturbed grassland areas and tree and shrub removal from May 15th through August 15th to avoid disturbance of nesting birds.

- The Natural Heritage Information System (NHIS) tracks bat roost trees and hibernacula plus some acoustic data, but this information is not exhaustive. Even if there are no bat records listed nearby, all seven of Minnesota's bats, including the federally endangered northern long-eared bat (*Myotis septentrionalis*), can be found throughout Minnesota. During the active season (approximately April-November) bats roost underneath bark, in cavities, or in crevices of both live and dead trees. Tree removal can negatively impact bats by destroying roosting habitat, especially during the pup rearing season when females are forming maternity roosting colonies and the pups cannot yet fly. To minimize these impacts, the DNR recommends that tree removal be avoided from June 1 through August 15.

- Please visit the DNR Rare Species Guide for more information on the habitat use of these species and recommended measures to avoid or minimize impacts. For further assistance with these species, please contact the appropriate DNR Regional Nongame Specialist or Regional Ecologist.

Federally Protected Species

- The area of interest overlaps with a Rusty Patched Bumble Bee *High Potential Zone*. The rusty patched bumble bee *(Bombus affinis)* is federally listed as endangered and is likely to be present in suitable habitat within *High Potential Zones*. From April through October this species uses underground nests in upland grasslands, shrublands, and forest edges, and forages where nectar and pollen are available. From October through April the species overwinters under tree litter in upland forests and woodlands. The rusty patched bumble bee may be impacted by a variety of land management activities including, but not limited to, prescribed fire, tree-removal, haying, grazing, herbicide use, pesticide use, land-clearing, soil disturbance or compaction, or use of non-native bees. The USFWS rusty patched bumble bee guidance provides guidance on avoiding impacts to rusty patched bumble bee and a key for determining if actions are likely to affect the species; the determination key can be found in the appendix. If applicable, the DNR also recommends reseeding disturbed soils with native species of grasses and forbs using BWSR Seed Mixes or MnDOT Seed Mixes. Please visit the USFWS Rusty Patched Bumble Bee Map for the most current locations of *High Potential Zones*.

- To ensure compliance with federal law, conduct a federal regulatory review using the U.S. Fish and Wildlife Service's (USFWS) online Information for Planning and Consultation (IPaC) tool.

Environmental Review and Permitting

- Given the potential presence of state protected species, and the fact that new records are added periodically, we encourage submission of Natural Heritage Review requests to ensure avoidance of take for these species and to determine survey needs as individual projects are planned.

- Please include a copy of this letter and the MCE-generated Final Project Report in any state or local license or permit application. Please note that measures to avoid or minimize disturbance to the above rare features may be included as restrictions or conditions in any required permits or licenses.

The Natural Heritage Information System (NHIS), a collection of databases that contains information about Minnesota's rare natural features, is maintained by the Division of Ecological and Water Resources, Department of Natural Resources. The NHIS is continually updated as new information becomes available, and is the most complete source of data on Minnesota's rare or otherwise significant species, native plant communities, and other natural features. However, the NHIS is not an exhaustive inventory and thus does not represent all of the occurrences of rare features within the state. Therefore, ecologically significant features for which we have no records may exist within the project area. If

additional information becomes available regarding rare features in the vicinity of the project, further review may be necessary.

For environmental review purposes, the results of this Natural Heritage Review are valid for one year; the results are only valid for the project location and project description provided with the request. If project details change or the project has not occurred within one year, please resubmit the project for review within one year of initiating project activities.

The Natural Heritage Review does not constitute project approval by the Department of Natural Resources. Instead, it identifies issues regarding known occurrences of rare features and potential impacts to these rare features. Visit the Natural Heritage Review website for additional information regarding this process, survey guidance, and other related information. For information on the environmental review process or other natural resource concerns, you may contact your DNR Regional Environmental Assessment Ecologist.

Thank you for consulting us on this matter and for your interest in preserving Minnesota's rare natural resources.

Sincerely,

James Drake
Natural Heritage Review Specialist
James.F.Drake@state.mn.us

Cc: Melissa Collins

DNR List of Surveyors
Endangered and Threatened Animals

Surveyor	Phone Number	Email Address	Mammals	Birds	Herpetofauna	Fishes	Mussels**	Insects	Prairie Skippers
Aquatic Engineering, Inc.									
PO Box 3634 La Crosse, WI 54602									
Thomas Doolittle	#866-781-8770	info@aquaticengineering.org	☐	☐	☐	☐	☑	☐	☐
Glenn Miller	#866-781-8770	info@aquaticengineering.org	☐	☐	☐	☐	☑	☐	☐
Becca Winterringer									
521 Sycamore Drive Euclid, OH 44132									
Becca Winterringer	#636-544-4754	beccawint6@gmail.com	☐	☐	☐	☐	☑	☐	☐
Carver County Water Management Organization									
600 E 4th Street Chaska, MN 55318									
Andrew Edgcumbe	#952-361-1037	aedgcumbe@co.carver.mn.us	☐	☐	☐	☐	☑	☐	☐
Daguna Consulting, LLC									
617 20th Street NE Rochester, MN 55906									
Brett Ostby	#540-230-1042	dagunaconsulting@gmail.com	☐	☐	☐	☐	☑	☐	☐
David Heath									
109 Hillside Street Westby, WI 54667									
David Heath	#608-634-4183	davidjheath@hotmail.com	☐	☐	☐	☐	☑	☐	☐
Dean Hansen									
402 S 6th Street Stillwater, MN 55082									
Dean Hansen	#612-439-8770	hanse112@umn.edu	☐	☐	☐	☐	☐	☑	☑
Dennis Schlicht									
1108 First Avenue Center Point, IA 52213									
Dennis Schlicht	#319-849-1489	dws1108@aol.com	☐	☐	☐	☐	☐	☑	☑
Dennis Skadsen									
RR1 Box 113 Grenville, SD 57239									
Dennis Skadsen	#605-345-4661	dlskadsen@sullybuttes.net	☐	☐	☐	☐	☐	☑	☑

DNR List of Surveyors
Endangered and Threatened Animals

Surveyor	Phone Number	Email Address	Mammals	Birds	Herpetofauna	Fishes	Mussels**	Insects	Prairie Skippers
EcoAnalysts, Inc.									
1417 Hoff Industrial Drive O'Fallon, MO 63366									
Eric Belt	#636-281-1982	contactmo@ecoanalysts.com	☐	☐	☐	☐	☑	☐	☐
Heidi Dunn	#636-281-1982	contactmo@ecoanalysts.com	☐	☐	☐	☐	☑	☐	☐
David Ford	#636-281-1982	contactmo@ecoanalysts.com	☐	☐	☐	☐	☑	☐	☐
Lesley Sneed	#636-281-1982	contactmo@ecoanalysts.com	☐	☐	☐	☐	☑	☐	☐
Kristin Stockton	#636-281-1982	kstockton@ecoanalysts.com	☐	☐	☐	☐	☑	☐	☐
Ecological & GIS Services									
1410 W Euclid Avenue Indianola, IA 50125									
Jerry Selby	#515-961-0718	jselby@mchsi.com	☐	☐	☐	☐	☐	☑	☑
Emmons & Olivier Resources, Inc.									
1919 University Avenue West, Suite 300 St. Paul, MN 55104									
Mike Majeski	#651-770-8448	mmajeski@eorinc.com	☐	☑	☑	☐	☐	☐	☐
Jason Naber	#651-770-8448	.	☐	☐	☑	☐	☐	☐	☐
Endangered Resource Services, LLC									
572 North Day Road St. Croix Falls, WI 54024									
Matthew Berg	#715-338-7502	saintcroixdfly@gmail.com	☐	☐	☐	☐	☑	☐	☐
EnviroScience, Inc.									
5070 Stow Road Stow, OH 44224									
Emily Grossman	#847-269-4159	egrossman@enviroscienceinc.com	☐	☐	☐	☐	☑	☐	☐
Greg Zimmerman	#614-738-6175	gzimmerman@enviroscienceinc.com	☐	☐	☐	☐	☑	☐	☐
Frederick Jannett									
12 Sunset Lane St. Paul, MN 55127									
Frederick Jannett	#651-484-9238	.	☑	☐	☐	☐	☐	☐	☐
GEI Consultants, Inc.									
3159 Voyager Drive Green Bay, WI 54311									
Demetri Lafkas	#920-455-8200	dlafkas@geiconsultants.com	☐	☑	☐	☐	☐	☐	☐
Helms and Associates									
814 North 7th Street Bellevue, IA 52031-9321									
Don Helms	#563-872-4563	helmsdon@cistelecom.net	☐	☐	☐	☐	☑	☐	☐

DNR List of Surveyors
Endangered and Threatened Animals

Surveyor	Phone Number	Email Address	Mammals	Birds	Herpetofauna	Fishes	Mussels**	Insects	Prairie Skippers
HRM									
1101 South Main Street, Suite 110 Chelsea, MI 48118									
David Mifsud	#517-522-3524	dmifsud@herprman.com	☐	☐	☑	☐	☐	☐	☐
Huff & Huff, Inc.									
915 Harger Road, Suite 330 Oak Brook, IL 60523									
Roger Klocek	#630-684-9100	conserve@sbcglobal.net	☐	☐	☐	☐	☑	☐	☐
Jim Russell									
4887 Wilderness Ridge Road Nisswa, MN 56468-2863									
Jim Russell	#218-568-4413	.	☐	☐	☐	☑	☐	☐	☐
Macalaster College									
1600 Grand Avenue St. Paul, MN 55105									
Daniel Hornbach	#651-696-6160	hornbach@macalester.edu	☐	☐	☐	☐	☑	☐	☐
Midwest Natural Resources (main contact: Scott Milburn)									
1032 West 7th Street, Suite 150 St. Paul, MN 55102									
John Bourne	#330-601-6241	john.bourne@mnrinc.us	☐	☑	☑	☐	☐	☐	☐
Otto Gockman	#612-310-6260	otto.gockman@mnrinc.us	☐	☑	☐	☐	☐	☑	☑
Dylan Lueth	#612-310-6260	dylan.lueth@mnrinc.us	☐	☑	☐	☐	☐	☐	☐
Sarah Rosche	#434-222-7832	sarah.rosche@mnrinc.us	☐	☑	☐	☐	☐	☐	☐
Jake Walden	#612-310-6260	jacob.walden@mnrinc.us	☐	☐	☐	☐	☐	☐	☑
Minnesota Department of Transportation (MnDOT)									
395 John Ireland Boulevard St. Paul, MN 55155									
Ryan Foley (not for hire)	#651-366-3597	ryan.foley@state.mn.us	☐	☐	☐	☐	☑	☐	☐
Moorhead State University, Department of Biology									
Building KH, Room 206 Moorhead, MN 56560									
Donna Stockrahm	#218-236-2576	.	☑	☐	☐	☐	☐	☐	☐
Normandeau Associates, Inc.									
400 Old Reading Pike, Building A, Suite 101 Stowe, PA 19464									
Joseph Snavely	#484-945-2631	jsnavely@normandeau.com	☐	☐	☐	☐	☑	☐	☐
Science Museum of MN									
120 W Kellogg Boulevard St. Paul, MN 55102									
Dick Oehlenschlager	#651-221-9450	.	☑	☐	☐	☐	☐	☐	☐

DNR List of Surveyors
Endangered and Threatened Animals

Surveyor	Phone Number	Email Address	Mammals	Birds	Herpetofauna	Fishes	Mussels**	Insects	Prairie Skippers
Southwest State University, Department of Biology									
. Marshall, MN 56258									
Betsy Desy	#507-537-7315	.	☑	☐	☐	☐	☐	☐	☐
St. Croix Watershed Research Station									
16910 152nd Street North Marine on St. Croix, MN 55047									
Toben Lafrancois	#651-433-5953	toben@smm.org	☐	☐	☐	☐	☑	☐	☐
Stantec Consulting Services Inc.									
10200 Alliance Road, Suite 300 Blue Ash, OH 45242									
Cody Fleece	#513-262-3994	cody.fleece@stantec.com	☐	☐	☐	☐	☑	☐	☐
Rachel Fox	#513-635-4511	rachel.fox@stantec.com	☐	☐	☐	☐	☑	☐	☐
2080 Wooddale Drive Suite 100 Woodbury, MN 55125-2920									
Scott Krych	#651-395-5211	scott.krych@stantec.com	☐	☑	☐	☐	☐	☐	☑
209 Commerce Parkway Cottage Grove, WI 53527									
Brian Bub	#608-839-2037	brian.bub@stantec.com	☐	☑	☐	☐	☐	☐	☐
2300 Swan Lake Boulevard, Suite 202 Independence, IA 50644-9708									
Terry VanDeWalle	#319-334-3755	terry.vandewalle@stantec.com	☐	☐	☑	☐	☐	☐	☐
SWCA Environmental Consultants									
1892 Sheridan Avenue Sheridan, WY 82801									
Jake Powell	#307-673-4303	jpowell@swca.com	☐	☐	☐	☐	☐	☐	☑
Tetra Tech, Inc.									
2001 Killebrew Drive, Suite 141 Bloomington, MN 55425									
Kate Schindler	#612-643-2240	kate.schindler@ttemi.com	☑	☑	☐	☐	☐	☐	☐
University of Minnesota, Department of Fisheries, Wildlife & Conservation Biology									
143 Hodson Hall, 1980 Folwell Avenue St. Paul, MN 55108									
Mark Hove	#612-472-3182	mark_hove@umn.edu	☐	☐	☐	☐	☑	☐	☐

DNR List of Surveyors
Endangered and Threatened Animals

Surveyor	Phone Number	Email Address	Mammals	Birds	Herpetofauna	Fishes	Mussels**	Insects	Prairie Skippers
Western EcoSystems Technology (WEST), Inc.									
415 West 17th Street, Suite 200 Cheyenne, WY 82001									
Greg Johnson	#307-632-2972	gjohnson@west-inc.com	☐	☑	☐	☐	☐	☐	☐
7575 Golden Valley Road, Suite 300 Golden Valley, MN 55427									
Alaini Schneider Cossette	#612-839-5280	acossette@west-inc.com	☐	☐	☑	☐	☐	☐	☐
Kirsten Frahm	#612-750-5295	kfrahm@west-inc.com	☐	☐	☑	☐	☐	☐	☐
Westwood Professional Services, Inc.									
12701 Whitewater Drive, Suite 300 Minnetonka, MN 55343									
David Kuhlmann	#952-697-5780	david.kuhlmann@westwoodps.com	☐	☑	☐	☐	☐	☐	☐
Wildlife Research & Consulting Services, LLC									
PO Box 803 Lakeland, MN 55043									
Christopher Smith	#612-275-9737	christopher.smith@fieldecology.com	☐	☐	☑	☐	☐	☑	☐
Winona State University									
175 Mark Street Winona, MN 55987									
Neal Mundahl	#507-457-5695	nmundahl@vax2.winona.edu	☐	☐	☐	☑	☐	☐	☐

**The identification of mussel species can be difficult; qualified surveyors must pass a mussel identification exam. A permit is required to handle live mussels. Please contact Bridget Henning-Randa, at bridget.henning-randa@state.mn.us, prior to any mussel survey work.

The above is a list of individuals who are considered qualified by the Minnesota Department of Natural Resources (DNR) to conduct surveys for endangered and threatened plants within the state of Minnesota. Please note that the DNR qualifies individuals, not firms. The DNR maintains this list to ensure reliable survey results, which ensures the DNR's ability to uphold the Minnesota Endangered Species Statute (Minnesota Statutes, section 84.0895) and associated rules (Minnesota Rules, part 6212.1800 to 6212.2300 and 6134), and avoids any potential delays due to misidentified or overlooked threatened or endangered species.

This list is not intended as an endorsement of any one individual over another. There may be other individuals who are qualified to do rare species surveys. Individuals who would like to be placed on the list should contact Bruce Carlson at bruce.carlson.state.mn.us.

ROSEMOUNT MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: December 21, 2023

AGENDA ITEM:	Request by US Home, LLC, for Approval of the Talamore 4th Addition Final Plat	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY:	Julia Hogan, Planner	**AGENDA NO.** 6.l.
ATTACHMENTS:	Resolution, Subdivision Agreement, Site Location, Final Plat, Grading Plan, Utility Plan, Landscape Plan, Engineer's Memo Dated November 20, 2023, Stormwater Review Memo Dated November 16, 2023, Parks and Recreation Director's Memo Dated November 17, 2023	**APPROVED BY:** LJM

RECOMMENDED ACTION:

Motion to adopt a resolution approving the Final Plat for Talamore 4th Addition, subject to conditions.

Motion to approve the subdivision agreement between the City of Rosemount and U.S. Home, LLC to construct Talamore 4th Addition.

BACKGROUND

Applicant:	U.S. Home, LLC (dba Lennar)
Location:	North of County Road 42 and 0.5 miles east of Akron Avenue
Gross Area:	64.248 Acres
Net Area:	Approx 14 Acres
Proposed Lots:	54 lots (38 single family lots and 16 townhome lots)
Net Density:	3.8 Units/Acre
Existing Comp Plan Designation:	LDR - Low Density Residential and MDR - Medium Density Residential
Exisiting Zoning:	R1 PUD: Low Density Residential Planned Unit Development and R3 PUD: Medium Density Residential Planned Unit Development

PLANNING COMMISSION ACTION

The Planning Commission reviewed this request at its meeting on November 28, 2023. The Commission voted unanimously, as part of its consent agenda, to recommend the City Council approve the request.

BACKGROUND

The Planning Commission reviewed the Preliminary Plat and Planned Unit Development Master Development Plan with Rezoning of the site at its meeting in November 2021, where the Commission recommended approval of the request. The City Council subsequently followed the Planning Commission's recommendation and approved the proposed development, the name of which was not final at that time. In order for the applicant to acquire the property, Talamore's 1st Addition was essentially a lot split. Talamore 2nd Addition was the first subdivision of the development area into buildable lots and was approved by the City Council in July 2022 with Talamore 3rd Addition being the second phase of the development and was approved by the City Council in April 2023. Talamore 4th Addition will be the final phase of the Talamore Development.

Talamore is a mixed residential development containing a combination of 139 traditional and smaller lot single family homes as well as 86 townhomes. The townhomes are located near the southeast portion of the development along the extension of Connemara Trail, which is essentially the southern boundary of the site. Talamore 2nd Addition contains a total of 88 lots which consists of 52 single-family lots and 36 townhome lots and as well as an outlot area for a public park. Talamore 3rd Addition contains a total of 83 lots consisting of 49 single family lots and 34 townhome lots. Talamore 4th Addition will contain a total of 54 lots which will consist of 38 single-family lots and 16 townhome lots. Staff finds the proposed Talamore 4th Addition final plat consistent with the preliminary plat approved by City Council and is recommending approval.

ISSUE ANALYSIS

Legal Authority

The Final Plat application is Quasi-Judicial because the City has a set of standards and requirements for reviewing this type of application that is described in detail below. Generally, if the Final Plat meets the ordinance requirements it must be approved.

Land Use and Zoning

The subject property is guided LDR-Low Density Residential and MDR-Medium Density Residential, and it is zoned R1 PUD – Low Density Residential Planned Unit Development and R3 PUD – Medium Density Residential Planned Unit Development. Therefore, the subject property is subject to all the standards of the R1-Low Density Residential and R3 – Medium Density Residential as well as the standards contained within the PUD. The Talamore PUD contained several deviations from the base standards of the two zoning districts including the following:

1. **Section 11-2-15 F. Single Family Detached Dwelling Garage Requirements:** The home designs do not need to include an option for a third garage stall.
2. **Section 11-2-8 A**. **Single Family Attached Dwellings and Townhome Requirements and Standards:** The maximum number of units per building adjacent to single-family districts from 4 to 6.
3. **Section 11-4-5 F. 1. R-1 Minimum Lot Area:** Reduce the minimum lot area from 10,000 to 5,842 square feet.
4. **Section 11-4-5 F. 2. R-1 Minimum Lot Width:** Reduce the minimum lot width to forty-five (45)

feet.

5. **Section 11-4-5 F. 4. R-1 Minimum Front Yard Setback:** Reduce the front yard setback to twenty-five (25) feet.
6. **Section 11-4-5 F. 5. R-1 Minimum Side Yard Setback:** Reduce the side yard setback to seven and one half (7.5) feet.
7. **Section 11-4-5 F. 9. R-1 Maximum Lot Coverage:** Increase the maximum lot coverage to forty-five percent (45%) for lots less than 9,750 square feet in area and thirty five percent (35%) for lots more than 9,750 square feet in area.

The following table shows a comparison of the standards contained within the City Code with those of the Talamore Planned Unit Development Agreement.

Comparison of Lot Requirements and Standards		
Category	**Standard R-1 Zoning**	**Talamore**
Min. Lot Size	10,000 sq. ft.	5,842 sq. ft.
Min. Lot Width	80 ft.	45 ft.
Min. Front Yard Setback	30 ft.	25 ft.
Min. Side Yard Setback	10 ft.	7.5 ft.
Min. Rear Yard Setback	30 ft.	30 ft.
Max. Lot Coverage	30%	35% to 45%

Final Plat

Standards for reviewing subdivision requests are detailed in Title 12 of the Rosemount City Code. This section of the Code outlines the two-step Preliminary and Final Plat process for land subdivision. In this case, the Dunmore Farms (now Talamore) Preliminary Plat was approved by City Council on December 21, 2021 consisting of 139 single-family lots and 86 townhomes. Talamore 1st Addition was approved in May 2022 and consisted of dividing the land into two separate parcels for future platting of the lots. Talamore 2nd Addition was approved in July 2022 and consisted of 88 lots, 52 single-family and 36 townhome lots and Talamore 3rd Addition was approved in April 2023 and consisted of 83 lots, 49 single-family and 34 townhome lots.

The current application proposes to plat 38 single-family lots and 16 townhome lots for this fourth and final phase of the Talamore development. Staff finds that the final plat is consistent with the preliminary plat and meets the requirements of the Zoning Ordinance.

Parks and Open Space

The Rosemount Parks and Recreation Department reviewed the proposed final plat and is recommending cash-in-lieu of land for the proposed 54 lots. Talamore 2nd Addition was required to provide both land dedication and as well as cash-in-lieu of land. The city recommended land be dedicated for a public park within the development, which was reflected on the approved final plat. The cash-in-lieu of land for Talamore 4th Addition totals $174,800 (38 units x $3,400 and 16 units x $2,850). The Rosemount Parks and Recreation Director has provided a memorandum, which is attached, containing the breakdown of how that amount is calculated.

Landscaping

Talamore 4th Addition contains 68 trees placed along the street in the front of the single-family lots and townhomes. Additional trees will be plated within the common areas of the townhome neighborhood and as well as along Connemara Trail. That amounts to $ 22,440 (68 x $300 plus 10%) and provision of the surety is listed as a condition of approval in the recommended action.

Engineering

Street and utility access into the site come from the Emerald Isle developed located west of the Talamore Development. This Addition will contain an extension of Connemara Trail and 4-5 local and private residential streets segments. The Assistant City Engineer has reviewed the proposed final plat and has provided comments on the submitted sanitary sewer and watermain construction plans, streets and storm sewer plans and surface water management. The memorandum dated November 20, 2023, and associated stormwater review memo dated November 16, 2023 are attached.

RECOMMENDATION

The Planning Commission and staff recommend approval of the Final Plat for Talamore 4th Addition. This recommendation is based on the information submitted by the applicant, findings made in this report, and the conditions detailed in the attached memorandums.

CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA

RESOLUTION 2023-XX

A RESOLUTION APPROVING THE FINAL PLAT FOR TALAMORE 4th ADDITION

WHEREAS, the Community Development Department of the City of Rosemount received a request for Final Plat approval from U.S. Home, LLC., concerning property legally described as:

> Outlot A, Outlot B, Outlot D and Outlot E, TALAMORE 3RD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota

WHEREAS, on November 28, 2023, the Planning Commission of the City of Rosemount reviewed the Final Plat for Talamore 4th Addition; and

WHEREAS, on November 28, 2023, the Planning Commission recommended approval of the Final Plat for Talamore 4th Addition, subject to conditions; and

WHEREAS, on December 21, 2023, the City Council of the City of Rosemount reviewed the Planning Commission's recommendation and the Final Plat for Talamore 4th Addition.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Rosemount hereby approves the Final Plat for Talamore 4th Addition, subject to the following conditions:

a. Execution of a Subdivision Agreement.
b. Adherence with conditions of the Preliminary Plat and Master Development Plan approvals.
c. Compliance with the conditions and standards within the City Engineer's Memorandum dated November 20, 2023, and associated Stormwater Review Memorandum dated November 16, 2023.
d. Drainage and utility easements with storm sewer infrastructure, except ponding or infiltration areas, may contain fences, but shall be required to include gates to provide truck access; shall prohibit sheds or other accessory structures; and shall prohibit landscaping that would impede drainage.
e. Compliance with the conditions and standards within the Park and Recreation Director's Memorandum dated November 17, 2023.
f. Payment of all applicable fees including GIS, Park Dedication and other fees identified in the current fee schedule.
g. Provision of $22,440 for Landscaping Surety.
h. Incorporation of any easements necessary to accommodate drainage, ponding, streets, and utilities.

ADOPTED this 21st day of December 2023, by the City Council of the City of Rosemount.

_____
Jeffery D. Weisensel, Mayor

ATTEST:

_____
Erin Fasbender, City Clerk

SUBDIVISION AGREEMENT
Talamore 4th Addition

AGREEMENT dated this _____ day of _____ 2023, by and between the CITY OF ROSEMOUNT, a Minnesota municipal corporation, (the "**City**"), and U.S. HOME, LLC, a Delaware limited liability company, (the "**Developer**").

1. **Request for Plat Approval.** The Developer has asked the City to approve the subdivision of land and a plat of land to be known as TALAMORE 4TH ADDITION, which land is legally described on ATTACHMENT ONE, attached hereto and hereby made a part hereof (the "**Subject Property**").

2. **Conditions of Plat Approval.** The City has approved the subdivision and the plat on the following conditions:

    a. Execution of a Subdivision Agreement.

    b. Adherence with the conditions of the Preliminary Plat and Master Development Plan approvals.

    c. Compliance with the conditions and standards within the City Engineer's Memorandum dated November 20, 2023 and associated Stormwater Review Memorandum dated November 16, 2023.

    d. Compliance with the conditions and standards within the Park and Recreation Director's memorandum dated November 17, 2023.

    e. Payment of all applicable fees including GIS, Park Dedication and other fees identified in the current fee schedule.

    f. Incorporation of any easements necessary to accommodate drainage, ponding, trails, underpasses, conservation areas, streets and utilities.

    g. Provision of $22,440 for landscaping surety.

    h. Provision of $174,800 for Fee-In-Lieu of Park Dedication

    i. Drainage and utility easement with storm sewer infrastructure, except ponding or infiltration areas, may contain fences, but shall be required to include gates to provide

truck access; shall prohibit sheds or other accessory structures; and shall prohibit landscaping that would impede drainage.

3. **Phased Development.** The City may refuse to approve final plats of subsequent additions of the plat if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases may not proceed until Subdivision Agreements for such phases are approved by the City.

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

5. **Development Plans.** The subject property shall be developed in accordance with the following plans, specifications and contract documents, original copies of which are on file with the City Engineer. The plans and contract documents may be prepared, subject to City approval, after entering this Agreement, but before commencement of any work on the Subject Property. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:

   Plan A – Plat

   Plan B – Soil Erosion Control Plan and Schedule

   Plan C – Drainage and Storm Water Runoff Plan

   Plan D – Plans and Specifications for Public Improvements

   Plan E – Grading Plan

   Plan F – Street Lights

   Plan G – Landscape Improvements

   All Improvements, including Developer Improvements and City-Installed Public Infrastructure Improvements (if any) that lie within the public right-of-way or easements and are improvements listed in Minnesota Statutes, Section 429.021 (hereinafter Public Improvements) will be designed by the Developer and must be approved by the City Engineer. The Developer will prepare plans and specifications for Public Improvements which shall be approved by the City Engineer. Such approvals shall not be unreasonably withheld and the City shall approve or provide Developer with necessary revision comments within 30 calendar days of Developer submittal of Public Improvement plans and specifications. The City will perform all construction inspection for the Public Improvements, at the Developer's expense.

Construction inspection includes but is not limited to inspection, documentation, and monitoring.

6. **Installation by Developer.** The Developer shall install or cause to be installed and pay for the following (the "**Developer Improvements**"):

    a. Surveying and staking
    b. Surface improvements (paved streets, sidewalks, trails, etc.)
    c. Water main improvements
    d. Sanitary sewer improvements
    e. Storm sewer improvements
    f. Setting of lot and block monuments
    g. Gas, electric, telephone, and cable lines
    h. Site grading
    i. Landscaping
    j. Streetlights
    k. Other items as necessary to complete the development as stipulated herein or in other agreements

7. **Time of Performance.** The Developer shall install all required improvements, excepting the wear course of pavement, enumerated in Paragraph 6 that will serve the subject property by December 31, 2024, subject to delays due to inclement weather, casualty, labor strikes, material shortages, or other force majeure not within the Developer's reasonable control. The pavement wear course shall be completed by December 31, 2025. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

8. **City-Installed Public Infrastructure.** The following improvements (the "**City-Installed Public Infrastructure Improvements**") (also referred to as City Project 2023-21), shall be designed, inspected, surveyed and administered by the City, and installed in the Subject Property at Developer expense by a Contractor selected by the City through the public bidding process:

    a. None

9. **[This Section Intentionally Left Blank]**

10. **Security for Developer Improvements.** To guarantee compliance with the terms of this Agreement, payment of the costs of all Developer Improvements, and construction of all Developer Improvements (as noted in Paragraph 6), the Developer shall furnish the City with a cash deposit or irrevocable letter of credit from a local bank ("**Security**") in the amount of Two Million Five Hundred Ninety-Four Thousand Four Hundred Ten Dollars ($2,594,410.00). The amount of the security was calculated as follows:

Letter of Credit for Developer Improvements (due with signed agreement)

No.	Item	Cost	110%	Calculation
1	Grading and Erosion Control	$ 48,458	$ 53,303	$3500/ac x 13.845 acres. Minimum $25,000
2	Pond Restoration and Erosion Control Removal	$ 25,000	$ 27,500	Minimum $25,000
3	Survey Monumentation	$ 27,500	$ 30,250	$500/lot x 55 lots
4	Landscaping	$ 20,400	$ 22,440	Per City Planner (68 trees x $300)
5	Street Lights	$ 45,000	$ 49,500	$7500/light x 6 lights
6	Surface Improvements	$ 803,984	$ 1,004,980	125%
7	Water Main Improvements	$ 288,393	$ 360,491	125%
8	Sanitary Sewer Improvements	$ 409,296	$ 511,620	125%
9	Storm Sewer Improvements	$ 427,460	$ 534,325	125%
	Total	**$ 2,095,491**	**$ 2,594,410**	

Refer to Exhibit A and Exhibit B for an explanation of each item.

The bank and form of the letter of credit or other security shall be subject to the approval of the City Administrator. The letter of credit shall be automatically renewable until the City releases the developer from responsibility. The letter of credit shall secure compliance with all terms of this Agreement and all obligations of the Developer under it. The City may draw down on the letter of credit without notice if the obligations of the Developer have not been completed as required by this Agreement. In the event of a default under this Subdivision Agreement by the Developer, the City shall furnish the Developer with written notice by certified mail of Developers default(s) under the terms of this Subdivision Agreement. If the Developer does not remove said default(s) within two (2) weeks of receiving notice, the City may draw on the letter of credit and take such steps as it deems necessary to remedy the default. With City approval, the letter of credit may be reduced from time to time as financial obligations are paid and Developer Improvements and other Developer obligations are completed to the City's requirements.

11. **Grading Plan/Site Grading.** Site grading shall be completed by the Developer at its cost and approved by the City Engineer. The completion of grading activities will need to be coordinated by the City in conjunction with the installation of utilities. Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey of the development to the City as the site grading is completed by phase, with street and lot grades. If the installation of utilities by the City is occurring simultaneously with the grading, the utility contractor shall have preference over the grading activities. No substantial grading activities can be completed over installed utilities unless otherwise protected. All improvements to the lots and the final grading shall comply with the grading plan as submitted and shall be the responsibility of the Developer.

12. **License.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City. Such license shall terminate as to all single-family residential lots within the subject property upon acceptance by the City of the public infrastructure improvements.

13. **Erosion Control.** Prior to site grading, and before any utility construction is commenced or building permits are issued, the erosion control plan, Plan B, shall be implemented, inspected

and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded within 72 hours after the completion of the work in that area. Except as otherwise provided in the erosion control plan, seed shall be rye grass or other fast-growing seed suitable to the existing soil to provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched and disc-anchored as necessary for seed retention.

All basement and/or foundation excavation spoil piles shall be kept completely off City right-of-way and shall be surrounded completely with an approved erosion control silt fence. Approved erosion control fencing shall be installed around the perimeter of each lot or at City-approved locations at the time of building permit issuance and remain in place until the lot is seeded or sodded. A 20-foot opening will be allowed on each lot for construction deliveries.

The parties recognize that time is critical in controlling erosion. If development does not comply with the erosion control plan and schedule, or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. This right also applies to the required erosion control for basement and/or foundation excavation spoil piles. The City will attempt to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's or City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within thirty (30) days, the City may draw down the letter of credit to pay any costs. No development will be allowed, and no building permits will be issued unless the Subject Property is in full compliance with the erosion control requirements.

14. **Planting and Seeding.** Landscaping shall be in accordance with Landscape Plans approved by the City Planner.

15. **Clean up**. The Developer shall clean streets of dirt and debris that has resulted from construction work by the Developer, its agents or assignees. The City will inspect the site on a weekly basis and determine whether it is necessary to take additional measures to clean dirt and debris from the streets. Costs for City inspection of onsite erosion and sediment control shall be at the Developer's expense. After a 24-hour verbal or written notice to the Developer, the City will complete or contract to complete the clean-up at the Developer's expense in accordance with the procedures specified in Paragraph 13. The Developer shall inspect and, if necessary, clean all catch basins, sumps, and ponding areas of erosion/siltation and restore to the original condition at the end of home construction within this development. All silt fence and other erosion control should be removed following the establishment of turf. These items are to be secured through the letter of credit as is noted in Exhibit A.

16. **Ownership of Improvements.** Upon completion and City acceptance of the work and construction required by this Agreement, the Public Improvements lying within public rights-of-way and easements shall become City property without further notice or action unless the improvements are specifically identified herein as private infrastructure.

17. **Warranty.** The Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City or such longer period as is specified in plans and specifications for Public Improvements.

All trees, grass and sod shall be warranted to be alive, of good quality and disease free for twenty-four (24) months after planting.

Vegetation surrounding ponds and/or wetlands shall be warranted to be alive, of good quality and weed free for three (3) years after planting.

For each pond/wetland in the development, the developer shall provide to the City Engineer an inspection report by July 31st each year which includes the following:

a. Date of inspection.
b. Name of person responsible for inspection.
c. Photos of the pond/wetland area confirming the vegetation is established as intended.
d. Maintenance plan describing the required maintenance activities and tentative schedule.

18. <u>Responsibility for Costs</u>.

a. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Subject Property including, but not limited to, Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the subdivision and the plat, the preparation of this Agreement and any amendments hereto, and all costs and expenses incurred by the City in monitoring and inspecting the development of the Subject Property.

b. The Developer shall reimburse the City for costs incurred in the preparation and enforcement of this Agreement, including engineering and attorney's fees. Upon request, the City shall provide invoices, in reasonable detail, as to any such fees. The estimated City fees of Two Hundred Three Thousand Two Hundred Thirty-Nine Dollars ($203,239) shall be deposited with the City at the time this Agreement is signed, and represent the following amounts:

City Fees (due with signed agreement)

No.	Item	Cost	Calculation
	Estimated Construction Cost	$ 1,929,133	Developer's Estimate (Lines 6 - 9 above)
1	Engineering Fees	$ 192,913	10% of Estimated Construction Cost
2	Attorney Fees	$ 3,000	Estimate
3	5% City Administrative Fees	$ 96,457	5% of Estimated Construction Cost
4	Street Light Energy Cost	$ 4,320	6 lights x 24 months x $30/month
5	GIS Fees	$ 3,300	$60/unit x 55 units
6	Trail Fog Seal	$ 2,202	$0.35/SF x 6,292 SF
7	Seal Coating	$ 21,587	$1.70/SY x 12,698 SY
8	Development Fees Credit	$ (120,540)	City fees will be reconciled at the end of the project.
	Total	**$ 203,239**	

If the actual City fees exceed this estimate, the Developer shall pay the additional costs to the City within thirty (30) business days of the request. If actual City fees are lower than this estimate, any surplus funds will be returned to the developer when the project fund is reconciled and closed.

c. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) business days after receipt. If the bills are not paid on time, the City may halt development work and construction including, but not limited to, the issuance of building permits for lots that the Developer may or may not have sold, until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of six percent (6%) per year.

d. The Developer shall pay all energy costs for street lights installed within the Subject Property for 24-months at a cost of $30/month/light. After that, the City will assume the energy costs.

e. The Developer will pay the cost of sealcoating the public streets within the development at a cost of $1.70/SY. The sealcoating will be completed within three (3) years following wear course placement.

f. The Developer will pay the cost of fog sealing the public trails within the development at a cost of $0.35/SF. The fog sealing will be completed within three (3) years following trail installation.

19. <u>Indemnification</u>. The Developer shall hold the City and its officers, agents and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat or subdivision approval and development of the Subject Property, except for any costs or expenses arising from the intentional acts or gross negligence of the City, it's agents, employees or contractors. The Developer shall indemnify the City and its officers, agents and employees for all costs, damages or expenses that the City may pay or incur in consequence of such claims, including attorney's fees.

20. <u>Insurance</u>. The Developer agrees to take out and maintain or cause to be taken out and maintained until six months after the City has accepted the Subdivision Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than $500,000 when the claim is one for death by wrongful act or omission or for any other claim and $2,000,000 for any number of claims arising out of a single occurrence, and twice said limits when the claim arises out of the release or threatened release of a hazardous substance. The City shall be named as an additional insured on the policy. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.

21. <u>Park and Utility Fees</u>. The Developer agrees to pay fees, charges and assessments set forth in this Section prior to, or at the time of execution of this agreement by the City:

a. Park dedication fees in the amount of $174,800

b. Storm Sewer Trunk Area Charges in the amount of $95,046
c. Sanitary Sewer Trunk Area Charges in the amount of $14,883
d. Watermain Trunk Area Charges in the amount of $89,993
e. The credit for construction of stormwater interceptor and water main oversizing within Connemara Trail is calculated to be $1,044,933. This credit was applied to the Development Fees in Talamore 3rd in the amount of $549,671. The remaining credit of $495,262 will be applied to the charges in paragraph 21. a. – d. above. This leaves a remaining credit of $120,540 which will be applied to the City Fees as shown in paragraph 18. b.

Or other amounts for such fees as in effect at the time of plat approval.

22. <u>Service Charges</u>. The Developer understands that builders will be required to pay for the Subject Property fees, charges and assessments in effect at the time of issuance of building permits. The rates for each of these items will be set according to the current rate structure at the time the building permit is received. The fees, charges, and assessments in effect as of the date of this agreement are:

a. Metropolitan Council Environmental Services Availability Charges per SAC unit (current rate is $2,485).

b. Storm Sewer Connection Charges per single family unit and per multiple family unit (single family currently at $770; multi-family currently at $290 per housing unit).

c. Sanitary Sewer Availability Charges per SAC unit (currently at $1,200/SAC unit).

d. Water Availability Charges per SAC unit (currently at $2,475/SAC unit for single family residential and multi-family residential).

23. <u>Building Permits</u>. No occupancy permits shall be issued until:

a. The site grading is completed and approved by the City.
b. All public utilities are tested, approved by the City Engineer, and in service.
c. All curbing is installed and backfilled.
d. The first lift of bituminous is in place and approved by the City.
e. All building permit fees are paid in full.
f. No early building permits will be issued without prior authorization from the City Building Official.

The Developer, in executing this Agreement, assumes all liability and costs for damage or delays incurred by the City in the construction of Public Improvements caused by the Developer, its employees, contractors, subcontractors, material men or agents. No occupancy permits shall be issued until the public streets and utilities referred to in paragraph 6 and 8 are in and approved by the City (excluding the final wear course of bituminous), unless otherwise authorized in writing by the City Engineer.

24. <u>Record Drawings</u>. At project completion, Developer shall submit record drawings of all public and private infrastructure improvements in accordance with the City's Engineering

Guidelines. No securities will be fully released until all record drawings have been submitted and accepted by the City Engineer.

25. **Developer's Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, not less than 48 hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, draw on the letter of credit or other security described in section 10, or levy the cost in whole or in part as a special assessment against the Subject Property. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes, Section 429.081.

26. **Miscellaneous.**

    a. The Developer represents to the City that the development of the Subject Property, the subdivision and the plat comply with all city, county, metropolitan, state and federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the subdivision, or the plat, or the development of the Subject Property does not comply, the City may, at its option, refuse to allow construction or development work on the Subject Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

    b. Third parties shall have no recourse against the City under this Agreement.

    c. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

    d. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

    e. If building permits are issued prior to the completion and acceptance of Public Improvements, the Developer assumes all liability and costs resulting in delays in completion of Public Improvements and damage to Public Improvements caused by the City, the Developer, its contractors, subcontractors, material men, employees, agents or third parties.

    f. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

    g. This Agreement shall run with the land and may be recorded against the title to the subject property. The Developer shall take such steps, including execution of amendments to this Agreement, as are necessary to effect the recording hereof. After

the Developer has completed the work required of it under this Agreement, at the Developer's request, the City will execute and deliver to the Developer a release.

h. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

i. The Developer may not assign this Agreement without the written permission of the City Council.

j. The Developer acknowledges that the City may issue additional requirements outside of the 2023 General Specifications and Standard Detail Plates for Street and Utility Construction or the 2008 Engineering Guidelines as the City is in the process of updating these documents. The review process may require additional time and expense due to this process, which shall be the Developer's responsibility. The Developer shall not be billed for the time required for the City to update and approve their revisions to the 2023 General Specifications and Standard Details Plates for Street and Utility Construction or the 2008 Engineering Guidelines.

27. <u>Notices</u>. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by registered mail at the following address:

MN Land Division
U.S. Home, LLC
16305 36th Avenue North, Suite 600
Plymouth, MN 55446

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by registered mail in care of the City Administrator at the following address:

City Administrator
Rosemount City Hall
2875 145th Street West
Rosemount, Minnesota 55068

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF ROSEMOUNT

By: _____
Jeffery D. Weisensel, Mayor

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**, Mayor, and **Erin Fasbender**, City Clerk, of the City of Rosemount, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
Notary Public

U.S. Home, LLC

By: _____
Jon Aune, its Vice President

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2023, by Jon Aune, Vice President, of U.S. Home, LLC, a Delaware limited liability company, on behalf of said corporation.

_____
Notary Public

Drafted By:
City of Rosemount
2875 145th Street West
Rosemount, MN 55068

EXHIBIT A

The following clarifies the various portions of the letter of credit for Developer Improvements that are outlined in the Subdivision Agreement:

Grading & Erosion Control. A restoration and erosion control bond to ensure re-vegetation and erosion control ($3,500/acre). Note: The minimum surety amount is set at $25,000.

Pond Restoration/Erosion Control Removal. A security to allow for cleaning of sedimentation ponds prior to City acceptance, and removal of any installed erosion control measures such as silt fence and wood fiber blanket following development of 75 percent of adjoining lots (estimated lump sum).

Survey Monumentation. An amount equal to 110% of the cost to monument all lots within the development.

Landscaping. An amount equal to 110% of the cost to complete the minimum required landscaping. If additional landscaping is planned, a surety for that cost is not required.

Street Lighting. An amount equal to 110% of the cost to complete the minimum required lighting. If additional lighting is planned, a surety for that cost is not required ($7,500 per light has been used to calculate this cost).

EXHIBIT B

(SUMMARY OF DEVELOPMENT FEES AND LOT AREAS)

EXHIBIT B

Talamore 4th Addition

(Page 1 of 2)

Letter of Credit for Developer Improvements (due with signed agreement)

No.	Item	Cost	110%	Calculation
1	Grading and Erosion Control	$ 48,458	$ 53,303	$3500/ac x 13.845 acres. Minimum $25,000
2	Pond Restoration and Erosion Control Removal	$ 25,000	$ 27,500	Minimum $25,000
3	Survey Monumentation	$ 27,500	$ 30,250	$500/lot x 55 lots
4	Landscaping	$ 20,400	$ 22,440	Per City Planner (68 trees x $300)
5	Street Lights	$ 45,000	$ 49,500	$7500/light x 6 lights
6	Surface Improvements	$ 803,984	$ 1,004,980	125%
7	Water Main Improvements	$ 288,393	$ 360,491	125%
8	Sanitary Sewer Improvements	$ 409,296	$ 511,620	125%
9	Storm Sewer Improvements	$ 427,460	$ 534,325	125%
	Total	**$ 2,095,491**	**$ 2,594,410**	

City Fees (due with signed agreement)

No.	Item	Cost	Calculation
	Estimated Construction Cost	$ 1,929,133	Developer's Estimate (Lines 6 - 9 above)
1	Engineering Fees	$ 192,913	10% of Estimated Construction Cost
2	Attorney Fees	$ 3,000	Estimate
3	5% City Administrative Fees	$ 96,457	5% of Estimated Construction Cost
4	Street Light Energy Cost	$ 4,320	6 lights x 24 months x $30/month
5	GIS Fees	$ 3,300	$60/unit x 55 units
6	Trail Fog Seal	$ 2,202	$0.35/SF x 6,292 SF
7	Seal Coating	$ 21,587	$1.70/SY x 12,698 SY
8	Development Fees Credit	$ (120,540)	City fees will be reconciled at the end of the project.
	Total	**$ 203,239**	

Development Fees (due before signed plat is released)

No.	Item	Cost	Calculation
1	Storm Sewer Trunk Charge	$ 95,046	$6865/net developable acre x 13.845 acres
2	Sanitary Sewer Trunk Charge	$ 14,883	$1075/acre x 13.845 acres
3	Water Trunk Charge	$ 89,993	$6500/acre x 13.845 acres
4	Park Dedication	$ 174,800	
5	Connemara Storm Interceptor Credit	$ (495,262)	Extension of 1,234' of storm interceptor as part of the comprehensive plan. This credit is calculated in Exhibit C and is equal to $1,044,933. For Talamore 3rd $549,671 was credited to development fees. For Talamore 4 the remaining credit is $495,262 and will be applied to development and city fees.
	Total	**$ (120,540)**	Credt applied to City Fees above.

EXHIBIT B

Talamore 4th Addition

(Page 2 of 2)

TOTALS		
Block	Lots	Units
1	7	7
2	4	4
3	7	7
4	5	5
5	4	4
6	3	3
7	8	8
8	17	16
Total	**55**	**54**

Total Plat Area =	13.845	acres
Total Park Area =	0.000	acres
Future Plat Area =	0.000	acres
Developable Area * =	13.845	acres
Ponding to HWL =	0.000	acres
Net Developable Area =	13.845	acres

* Excludes future plat and park areas (all outlots)

Block	Lot	Units	SQ FT	Acres
1	1	1	12,075.505	0.277
1	2	1	8,842.500	0.203
1	3	1	9,180.000	0.211
1	4	1	14,744.067	0.338
1	5	1	13,546.093	0.311
1	6	1	9,445.445	0.217
1	7	1	12,609.592	0.289
2	1	1	13,283.590	0.305
2	2	1	10,456.000	0.240
2	3	1	10,566.585	0.243
2	4	1	11,032.778	0.253
3	1	1	9,515.202	0.218
3	2	1	9,501.408	0.218
3	3	1	9,487.614	0.218
3	4	1	9,473.819	0.217
3	5	1	9,460.025	0.217
3	6	1	9,446.230	0.217
3	7	1	9,850.855	0.226
4	1	1	8,577.852	0.197
4	2	1	8,437.500	0.194
4	3	1	8,437.500	0.194
4	4	1	8,437.500	0.194
4	5	1	8,437.500	0.194
5	1	1	8,971.398	0.206
5	2	1	8,970.032	0.206
5	3	1	8,970.032	0.206
5	4	1	9,315.033	0.214
6	1	1	14,820.213	0.340
6	2	1	13,039.827	0.299
6	3	1	10,874.194	0.250
7	1	1	10,783.493	0.248
7	2	1	13,057.119	0.300
7	3	1	10,178.583	0.234
7	4	1	14,225.153	0.327
7	5	1	12,532.045	0.288
7	6	1	14,539.062	0.334
7	7	1	10,721.127	0.246
7	8	1	16,292.795	0.374
8	1	1	2,475.000	0.057
8	2	1	1,875.000	0.043
8	3	1	1,875.000	0.043
8	4	1	1,875.000	0.043
8	5	1	1,875.000	0.043
8	6	1	2,475.000	0.057
8	7	1	2,475.000	0.057
8	8	1	1,875.000	0.043
8	9	1	1,875.000	0.043
8	10	1	1,875.000	0.043
8	11	1	1,875.000	0.043
8	12	1	2,475.000	0.057
8	13	1	2,475.000	0.057
8	14	1	1,875.000	0.043
8	15	1	1,875.000	0.043
8	16	1	2,475.000	0.057
8	17	0	49,859.957	1.145
ROW			107,459.203	2.467
Total Boundary			603,054.425	13.845

EXHIBIT C

(DETAIL CALCULATIONS OF TRUNK AREA CREDITS)

Talamore 4th Addition
EXHIBIT C

Talamore 3			
	Area	Charge	Total
Stormwater Trunk Charge	18.881	$ 6,865	$ 129,618
Sanitary Sewer Trunk Charge	20.667	$ 1,075	$ 22,217
Water Trunk Charge	20.667	$ 6,500	$ 134,336
Park Dedication			$ 263,500
Connemara Storm Interceptor Credit			$ (549,671)
DEVELOPMENT FEES			$ -

Talamore 4			
	Area	Charge	Total
Water Trunk Charge	13.845	$ 6,500	$ 89,993
Sanitary Sewer Trunk Charge	13.845	$ 1,075	$ 14,883
Stormwater Trunk Charge	13.845	$ 6,865	$ 95,046
Park Dedication			$ 174,800
Connemara Storm Interceptor Credit			$ (495,262)
DEVELOPMENT FEES			$ (120,540)

Trunk Credits				
Water	Unit	Estimate		
		Quantity	Unit Price	Amount
8" DIP Class 52 Water Main	LF	-537	$ 90.98	$ (48,856.26)
12" DIP Class 52 Water Main	LF	537	$ 96.98	$ 52,078.26
8" Gate Valve & Box	EA	-2	$ 3,250.00	$ (6,500.00)
12" Gate Valve & Box	EA	2	$ 6,000.00	$ 12,000.00
TOTAL CREDIT - WATER				**$ 8,722.00**
Storm	Unit	Estimate		
		Quantity	Unit Price	Amount
54" RC Pipe, Class V (all depths)	LF	1234	$ 665.00	$ 820,610.00
84" Diameter CBMH/STMH (0-8' Depth)	EA	4	$ 16,500.00	$ 66,000.00
Extra Depth 84" Diameter Manhole	VF	125	$ 1,170.00	$ 146,250.00
Install 54" Bulkhead	EA	1	$ 1,500.00	$ 1,500.00
Televise Storm Sewer	LF	1234	$ 1.50	$ 1,851.00
TOTAL CREDIT - STORM				**$ 1,036,211.00**
GRAND TOTAL CONNEMARA CREDITS				**$ 1,044,933.00**

ATTACHMENT ONE

Talamore 4th Addition
Final Plat

TALAMORE 4TH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: *That DRP MN 1, LLC, a Delaware limited liability company, owner of the following described property:*

Outlot A, Outlot B, Outlot D and Outlot E, TALAMORE 3RD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota

Has caused the same to be surveyed and platted as ***TALAMORE 4TH ADDITION*** *and does hereby donate and dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.*

In witness whereof said DRP MN 1, LLC, a Delaware limited liability company, has caused these presents to be signed by its proper officers this _____ day of _____, 20_____.

DRP MN 1, LLC

By _____

Its _____

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me on _____, by _____, the _____ of DRP MN 1, LLC, a Delaware limited liability company, on behalf of the company.

_____ *(Signature)*

_____ *(Name Printed)*

Notary Public, _____

My Commission Expires _____

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

Dated this _____ day of _____ , 20_____ .

_____
Chris Ambourn, Licensed Land Surveyor
Minnesota License No. 43055

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me on _____ by Chris Ambourn, Land Surveyor, Minnesota License No. 43055

_____ *(Signature)*

_____ *(Name Printed)*

Notary Public, _____

My Commission Expires _____

CITY COUNCIL, CITY OF ROSEMOUNT, STATE OF MINNESOTA
This plat was approved by the City Council of Rosemount, Minnesota, this _____ day of _____, 20_____, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03. Subd. 2.

_____ *Mayor*

_____ *Clerk*

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA
I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20_____.

_____
Todd B. Tollefson
Dakota County Surveyor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20_____.

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

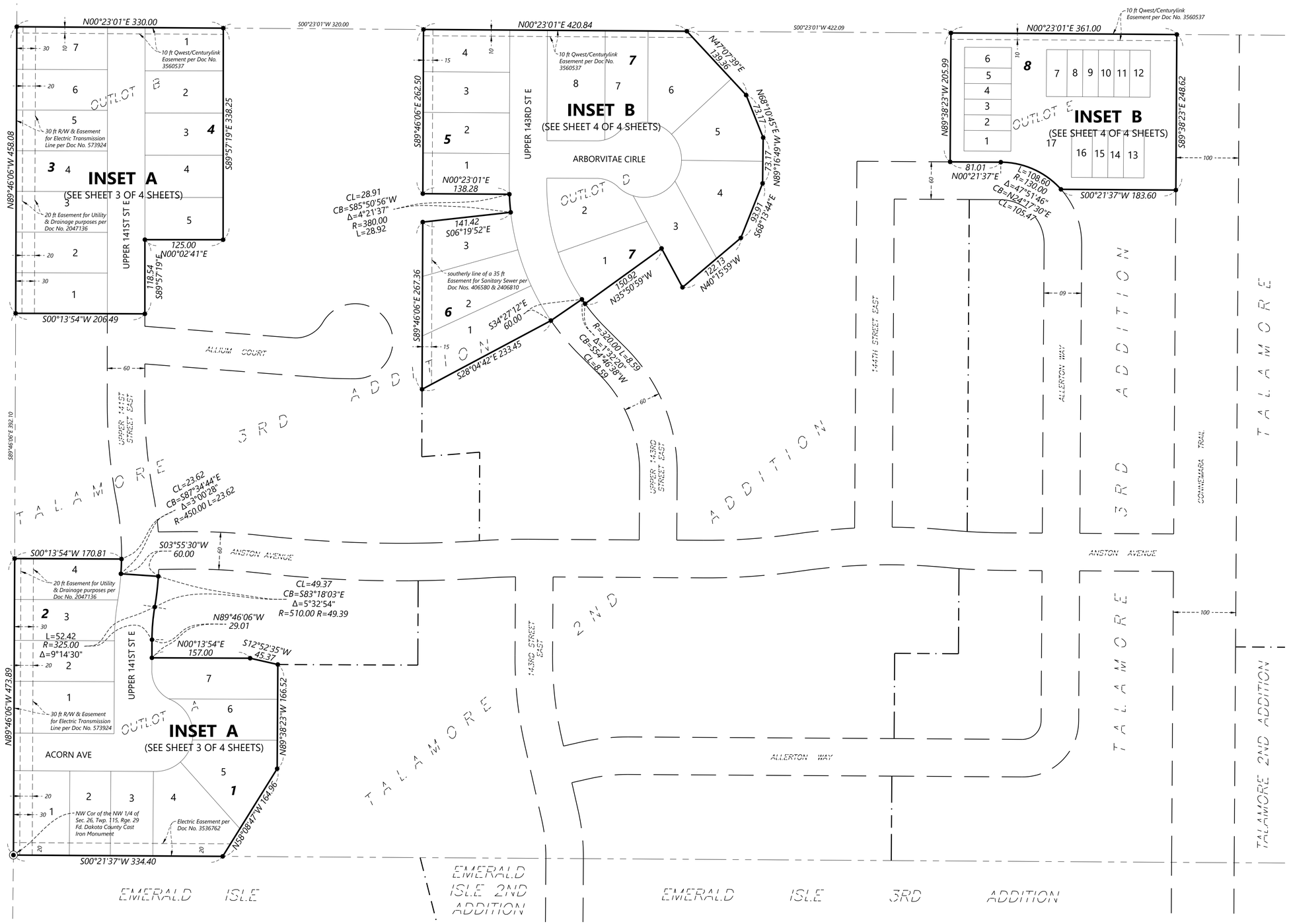
COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA
I hereby certify that this plat of ***TALAMORE 4TH ADDITION*** *was filed in the office of the County Recorder for public record on this ____ day of _____, 20_____, at _____ o'clock _____.M., and was duly filed in Book _____ of Plats, Page _____ , as Document Number _____.*

_____
Amy A. Koethe, County Recorder

_____
Amy A. Koethe, County Recorder

Westwood
Professional Services, Inc.

TALAMORE 4TH ADDITION



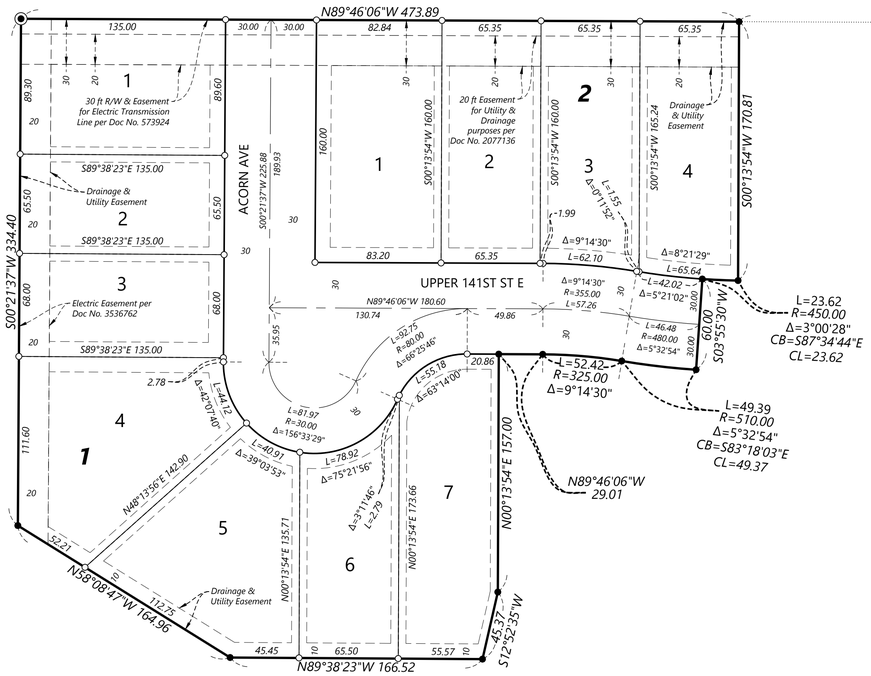
VICINITY MAP

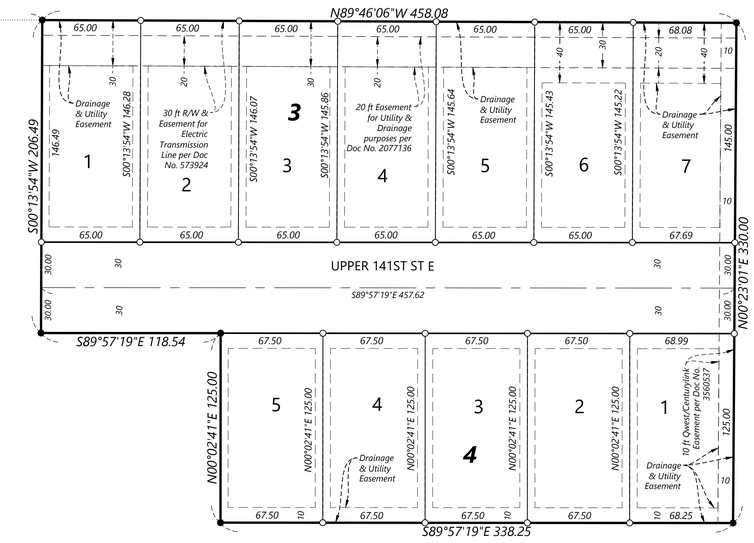
(NOT TO SCALE)

Westwood
Professional Services, Inc.

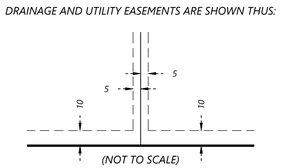
TALAMORE 4TH ADDITION

INSET A
(FROM SHEET 2 OF 4 SHEETS)





DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



(NOT TO SCALE)

BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES AS SHOWN ON THE PLAT

○ SET 1/2" BY 14" IRON PIPE WITH CAP #43055

● FOUND MONUMENT WITH CAP #43055 OR AS NOTED ON PLAT

THE NORTH LINE OF OUTLOT C, TALAMORE 2ND ADDITION, IS ASSUMED TO BEAR N 89°46'06" W

SCALE IN FEET

0 50 100 150

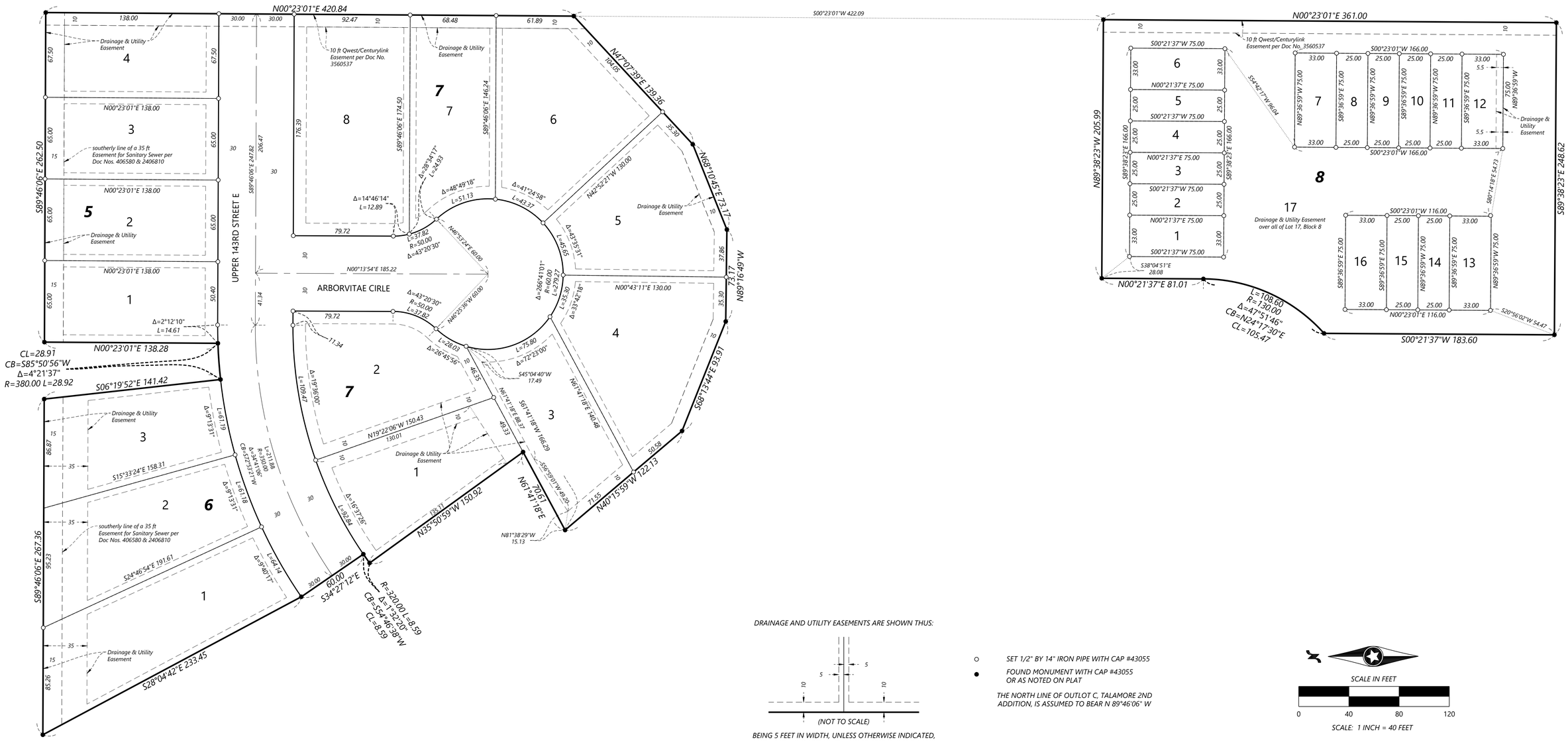
SCALE: 1 INCH = 50 FEET

Westwood
Professional Services, Inc.

TALAMORE 4TH ADDITION

INSET B

(FROM SHEET 2 OF 4 SHEETS)



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES AS SHOWN ON THE PLAT

○ SET 1/2" BY 14" IRON PIPE WITH CAP #43055

● FOUND MONUMENT WITH CAP #43055 OR AS NOTED ON PLAT

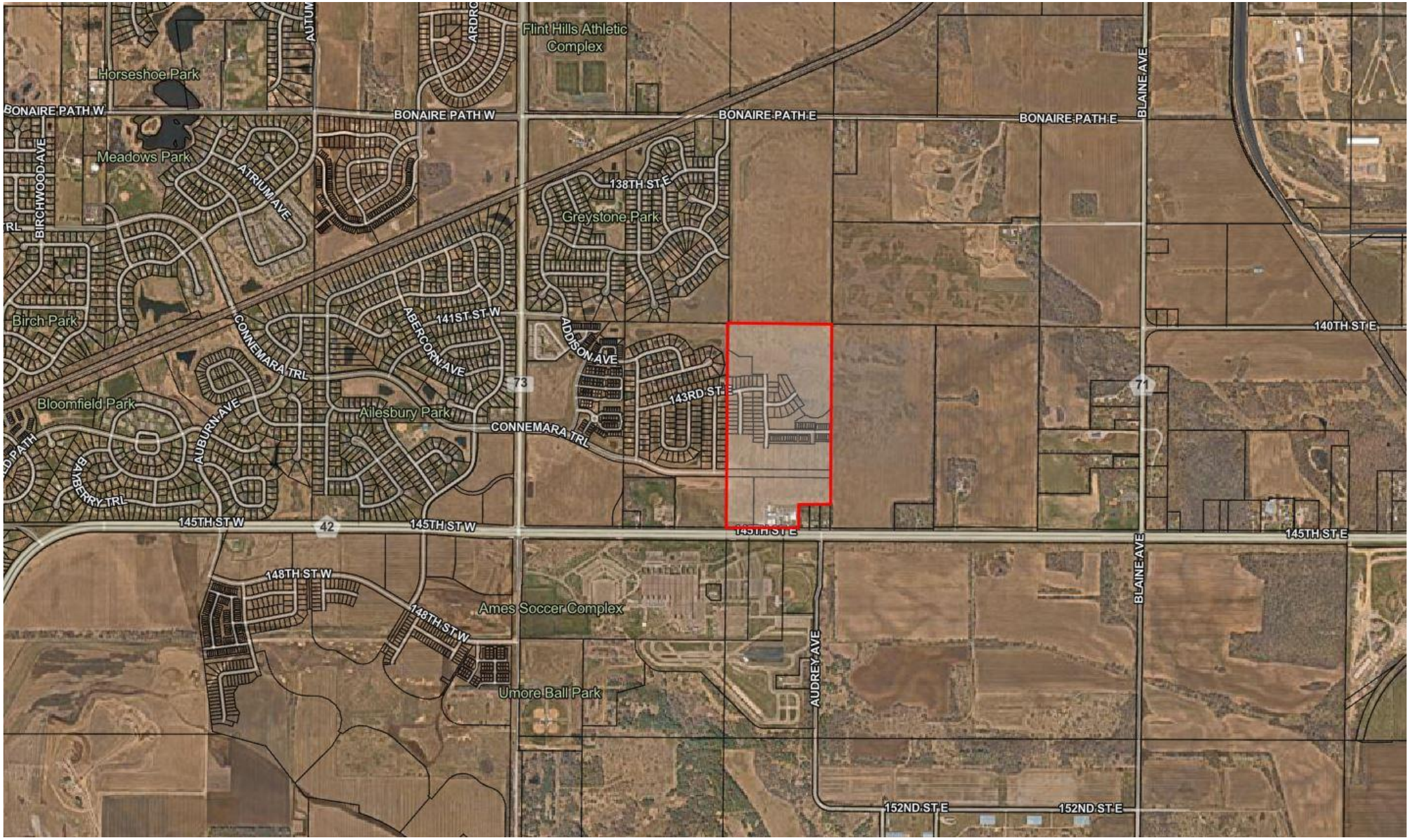
THE NORTH LINE OF OUTLOT C, TALAMORE 2ND ADDITION, IS ASSUMED TO BEAR N 89°46'06" W

SCALE IN FEET

0 40 80 120

SCALE: 1 INCH = 40 FEET

Westwood
Professional Services, Inc.


Flint Hills Athletic Complex
Horseshoe Park
BONAIRE PATH W
BONAIRE PATH W
BONAIRE PATH E
BONAIRE PATH E
BLAINE AVE
Meadows Park
BIRCHWOOD AVE
ATRIUM AVE
138TH ST E
Greystone Park
Birch Park
CONNEMARA TRL
ABERCORN AVE
141ST ST W
ADDISON AVE
140TH ST E
73
71
143RD ST E
Bloomfield Park
Ailesbury Park
CONNEMARA TRL
AUBURN AVE
BAYBERRY TRL
145TH ST W
42
145TH ST W
145TH ST E
145TH ST E
148TH ST W
148TH ST W
Ames Soccer Complex
Umore Ball Park
AUDREY AVE
BLAINE AVE
152ND ST E
152ND ST E

TALAMORE 4TH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: *That DRP MN 1, LLC, a Delaware limited liability company, owner of the following described property:*

Outlot A, Outlot B, Outlot D and Outlot E, TALAMORE 3RD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota

Has caused the same to be surveyed and platted as ***TALAMORE 4TH ADDITION*** *and does hereby donate and dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.*

In witness whereof said DRP MN 1, LLC, a Delaware limited liability company, has caused these presents to be signed by its proper officers this _____ day of _____, 20_____.

DRP MN 1, LLC

By _____

Its _____

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me on _____, by _____, the _____ of DRP MN 1, LLC, a Delaware limited liability company, on behalf of the company.

_____ *(Signature)*

_____ *(Name Printed)*

Notary Public, _____

My Commission Expires _____

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

Dated this _____ day of _____ , 20_____ .

_____
Chris Ambourn, Licensed Land Surveyor
Minnesota License No. 43055

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me on _____ by Chris Ambourn, Land Surveyor, Minnesota License No. 43055

_____ *(Signature)*

_____ *(Name Printed)*

Notary Public, _____

My Commission Expires _____

CITY COUNCIL, CITY OF ROSEMOUNT, STATE OF MINNESOTA
This plat was approved by the City Council of Rosemount, Minnesota, this _____ day of _____, 20_____, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03. Subd. 2.

_____ *Mayor*

_____ *Clerk*

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA
I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20_____.

_____
Todd B. Tollefson
Dakota County Surveyor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20_____.

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

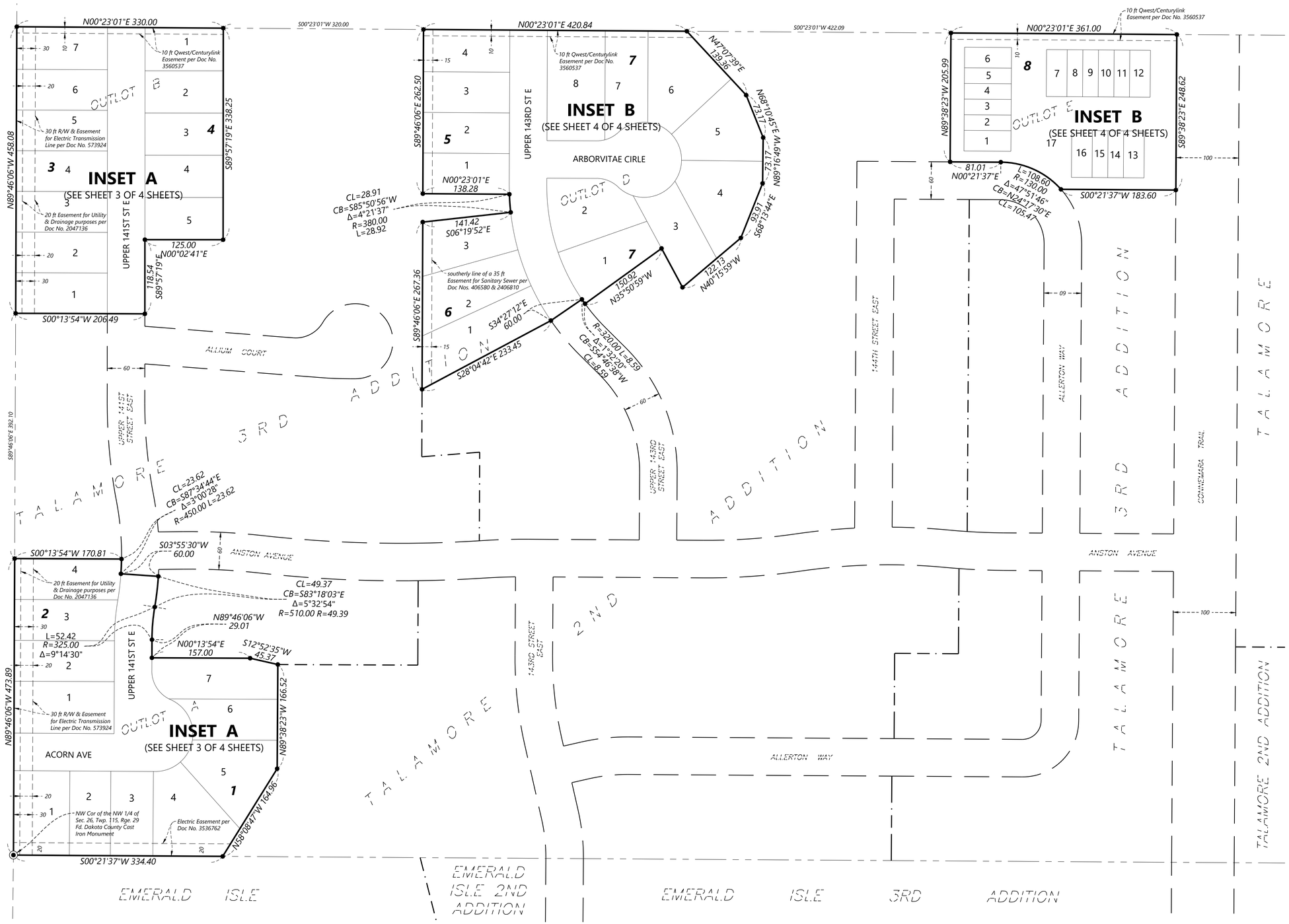
COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA
I hereby certify that this plat of ***TALAMORE 4TH ADDITION*** *was filed in the office of the County Recorder for public record on this ____ day of _____, 20_____, at _____ o'clock _____.M., and was duly filed in Book _____ of Plats, Page _____ , as Document Number _____.*

_____
Amy A. Koethe, County Recorder

_____
Amy A. Koethe, County Recorder

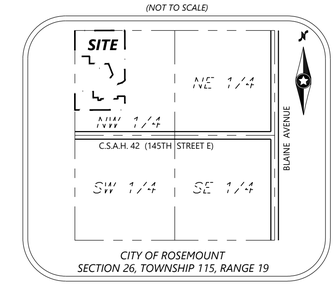
Westwood
Professional Services, Inc.

TALAMORE 4TH ADDITION



VICINITY MAP

(NOT TO SCALE)



○ SET 1/2" BY 14" IRON PIPE WITH CAP #43055

● FOUND MONUMENT WITH CAP #43055 OR AS NOTED ON PLAT

THE NORTH LINE OF OUTLOT C, TALAMORE 2ND ADDITION, IS ASSUMED TO BEAR N 89°46'06" W

SCALE IN FEET

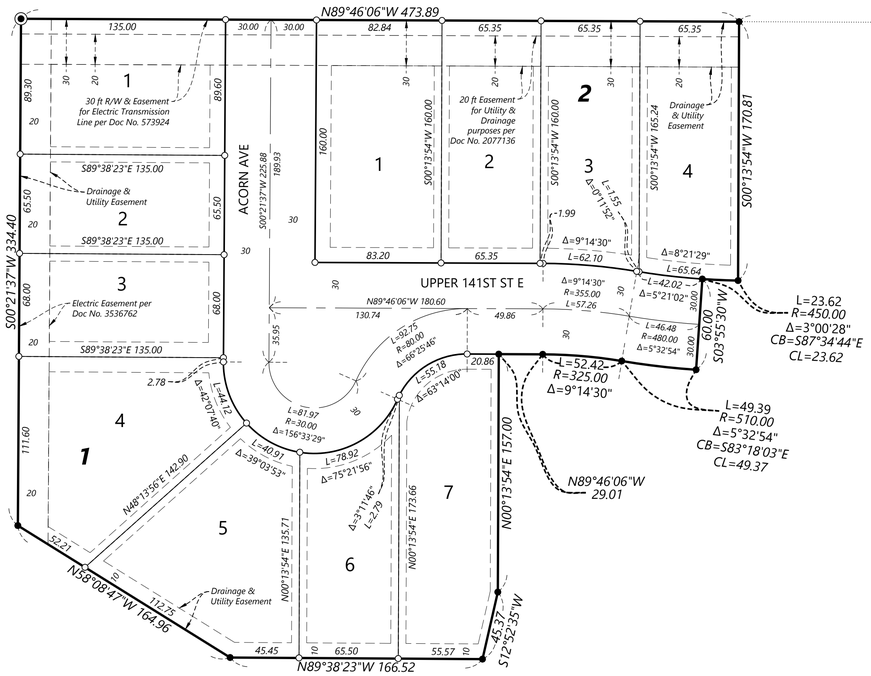
0 80 160 240

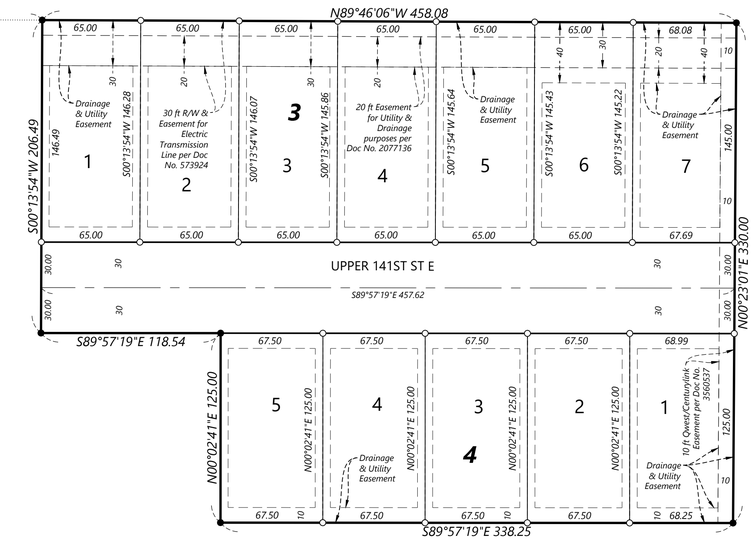
SCALE: 1 INCH = 80 FEET

Westwood
Professional Services, Inc.

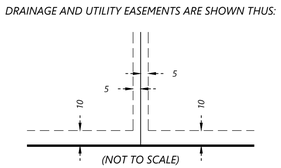
TALAMORE 4TH ADDITION

INSET A
(FROM SHEET 2 OF 4 SHEETS)





DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



(NOT TO SCALE)

BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES AS SHOWN ON THE PLAT

○ SET 1/2" BY 14" IRON PIPE WITH CAP #43055

● FOUND MONUMENT WITH CAP #43055 OR AS NOTED ON PLAT

THE NORTH LINE OF OUTLOT C, TALAMORE 2ND ADDITION, IS ASSUMED TO BEAR N 89°46'06" W

SCALE IN FEET

0 50 100 150

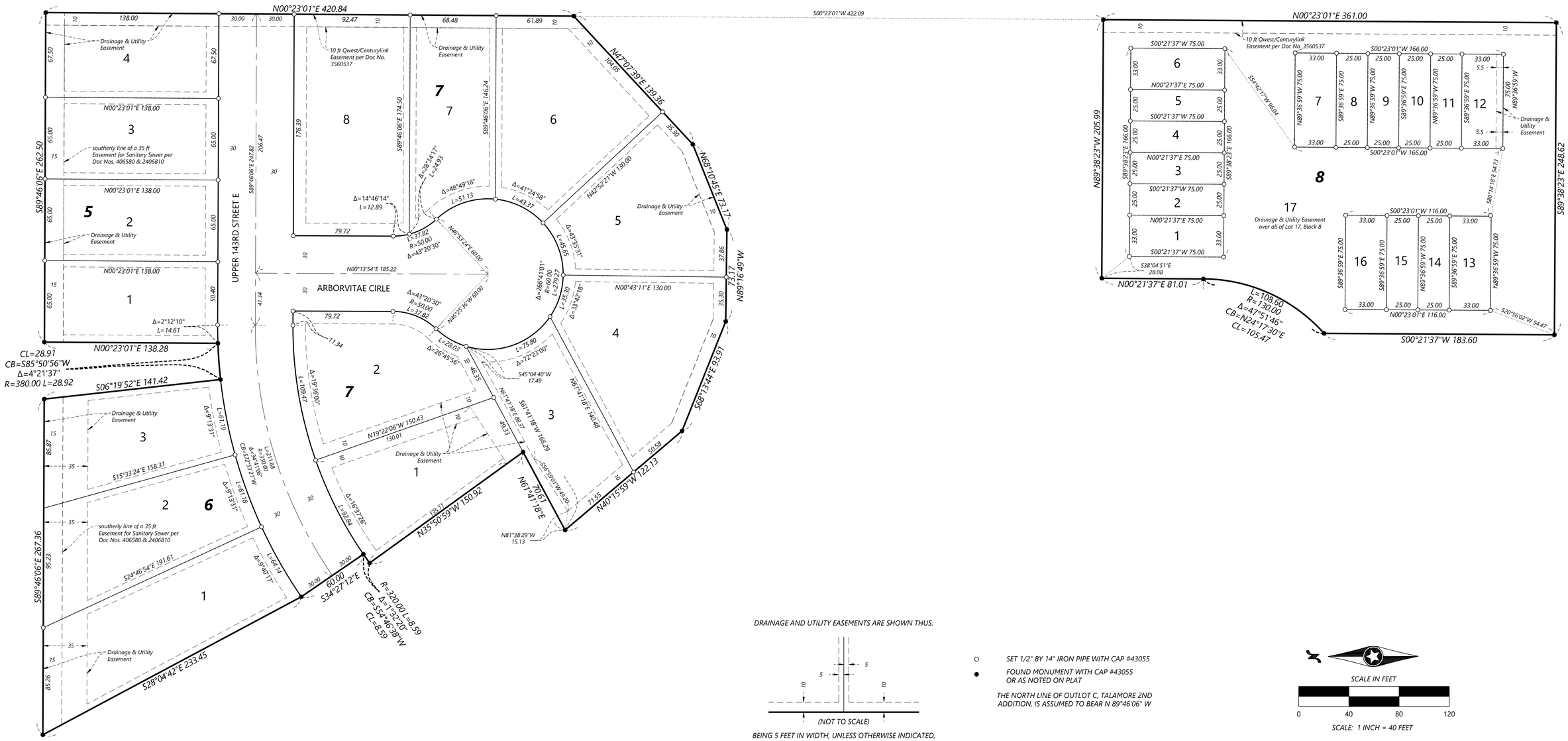
SCALE: 1 INCH = 50 FEET

Westwood
Professional Services, Inc.

TALAMORE 4TH ADDITION

INSET B

(FROM SHEET 2 OF 4 SHEETS)



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

(NOT TO SCALE)

BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES AS SHOWN ON THE PLAT

○ SET 1/2" BY 14" IRON PIPE WITH CAP #43055

● FOUND MONUMENT WITH CAP #43055 OR AS NOTED ON PLAT

THE NORTH LINE OF OUTLOT C, TALAMORE 2ND ADDITION, IS ASSUMED TO BEAR N 89°46'06" W

SCALE IN FEET

0 40 80 120

SCALE: 1 INCH = 40 FEET

Westwood
Professional Services, Inc.

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CONSTRUCTION PLANS

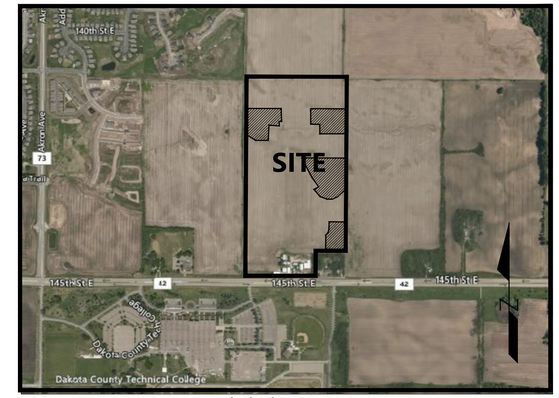
FOR

SANITARY SEWER, WATERMAIN, STORM SEWER, AND STREETS

FOR

TALAMORE 4TH ADDITION

ROSEMOUNT, MINNESOTA



Vicinity Map
(NOT TO SCALE)

PREPARED FOR:

LENNAR CORPORATION

16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA 55446
CONTACT: JOSEPH JABLONSKI
PHONE: 952-249-3014
EMAIL: JOE.JABLONSKI@LENNAR.COM

PREPARED BY:

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com

Westwood Professional Services, Inc.

PROJECT NUMBER: 0033415.04
CONTACT: RYAN BLUHM

SHEET INDEX

Sheet List Table	
SHEET NUMBER	SHEET TITLE
1	Cover
2	Overall
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4	Sanitary Sewer and Watermain Construction Plan
5	Sanitary Sewer and Watermain Construction Plan
6	Sanitary Sewer and Watermain Construction Plan
7	Sanitary Sewer and Watermain Construction Plan
8	Street and Storm Sewer Construction Plan
9	Street and Storm Sewer Construction Plan
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12	Street and Storm Sewer Construction Plan
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15	Signage and Lighting Plan
16	Details
17	Details
18	Details
19	Details

NO.	DATE	REVISION	SHEETS
1	10-23-23	REVISED UTILITIES ON ACORN AVE	2,5,6,10,&11
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CONSTRUCTION PLANS
FOR
SANITARY SEWER, WATERMAIN, STORM SEWER, AND STREETS
FOR
TALAMORE 4TH ADDITION
ROSEMOUNT, MINNESOTA

INITIAL SUBMITTAL DATE: 09/29/23 SHEET: 1 OF 19

N:\0033415.04\DWG\CIVIL\UTILITY\0033415.04S-CVF.DWG

TALAMORE 4TH ADDITION

PROJECT NUMBER: 0033415.04

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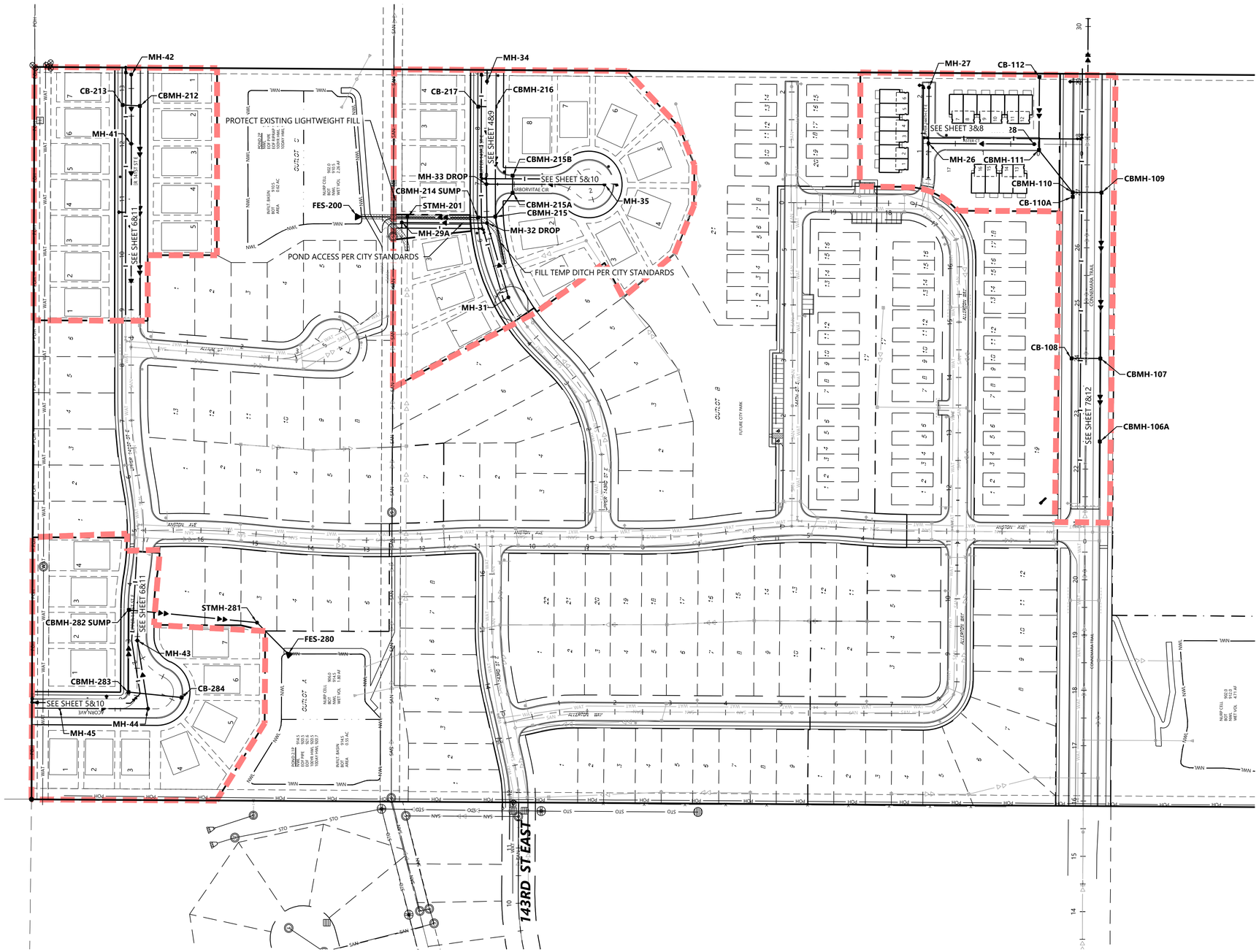

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OVERALL UTILITY LEGEND

EXISTING	PROPOSED	FUTURE	
SAN			SANITARY SEWER
			STORM SEWER
DT			DRAIN TILE
WAT			WATER MAIN
WAT			HYDRANT

GENERAL UTILITY NOTES

1. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OF ANY DIFFERENCES.
2. UNLESS OTHERWISE NOTED, ALL MATERIALS, CONST. TECHNIQUES AND TESTING SHALL CONFORM TO THE 2018 ED. OF THE "STANDARD UTILITIES SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION BY THE CITY ENGINEERING ASSOCIATION OF MINN." AND TO THE "STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION" MINN. DEPT. OF TRANS., 2020 EDITION AND SUPPLEMENTAL SPECIFICATIONS SEPTEMBER 2022. THE CONTRACTOR SHALL BE REQUIRED TO FOLLOW ALL PROCEDURES AS OUTLINED BY THE LOCAL AGENCY.
3. THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS FOR ALL WORK OUTSIDE OF THE PROPERTY LIMITS.
4. VERIFY EXISTING INVERT LOCATION & ELEVATION PRIOR TO BEGINNING CONSTRUCTION.
5. THE CONTRACTOR SHALL CONTACT "GOPHER STATE ONE CALL" FOR FOR UTILITY LOCATIONS PRIOR TO UTILITY INSTALLATION.

STORM SEWER CASTING SCHEDULE

Structure			Casting Type
Number	Type	Dia.	
106A	CBMH	48"	R-3067-V
107	CBMH	48"	R-3067-V
108	CB	2'x 3'	R-3067-V
109	CBMH	60"	R-3067-VB
110	CBMH	48"	R-3067-VB
110A	CB	2'x 3'	R-3067-V
111	CBMH	48"	R-3067-V
112	CB	27"	R-4342
200	FES	42"	w/TRASHGUARD
201	STMH	84"	R-1642B
212	CBMH	48"	R-3067-V
213	CB	2'x 3'	R-3067-V
214	CBMH	48"	R-3067-V
215	CBMH	60"	R-3067-V
215A	CBMH	48"	R-3067-V
215B	CB	2'x 3'	R-3067-V
216	CBMH	48"	R-3067-V
217	CB	2'x 3'	R-3067-V
280	FES	15"	w/TRASHGUARD
281	STMH	48"	R-1642B
282	CBMH	48"	R-3067-V
283	CBMH	48"	R-3067-VB
284	CB	2'x 3'	R-3067-VB

1" = 100'
0' 100' 200' 300'

CONSTRUCTION PLANS

TALAMORE 4TH ADDITION

N:\0033415.04\DWG\CIVIL\UTILITY\0033415.04S-OAF.DWG

DESIGNED:	CTY
CHECKED:	RMB
DRAWN:	EJK
HORIZONTAL SCALE:	100'
VERTICAL SCALE:	20' or 10'

INITIAL ISSUE: 09/29/23
REVISIONS:
1 10-23-23 REVISED UTILITIES ON ACORN AVE
2 .
3 .
4 .
5 .

PREPARED FOR:

LENNAR CORPORATION
16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA 55446

I HEREBY CERTIFY THAT THIS PLAN 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

RYAN BLUHM
DATE: 10/19/23 LICENSE NO. 41257

TALAMORE 4TH ADDITION
ROSEMOUNT, MINNESOTA

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

OVERALL

PROJECT NUMBER: 0033415.04

SHEET NUMBER: 2 OF 19
DATE: 10/19/23

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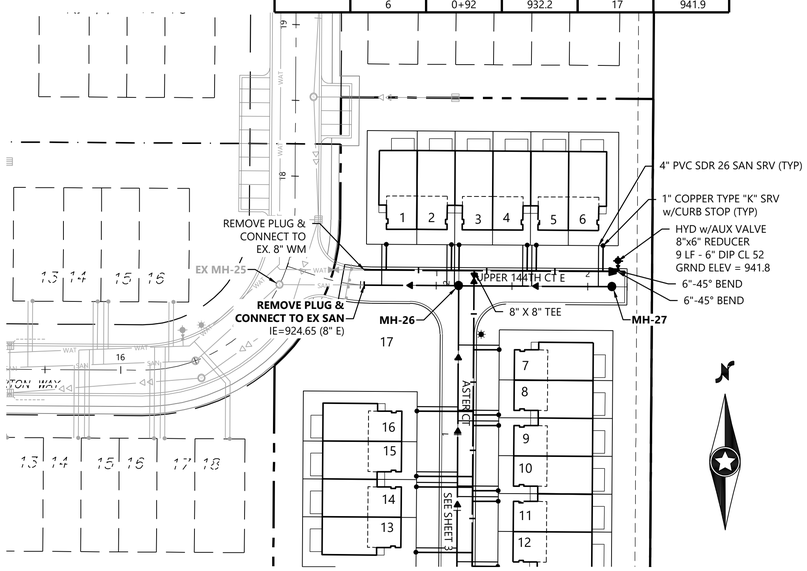
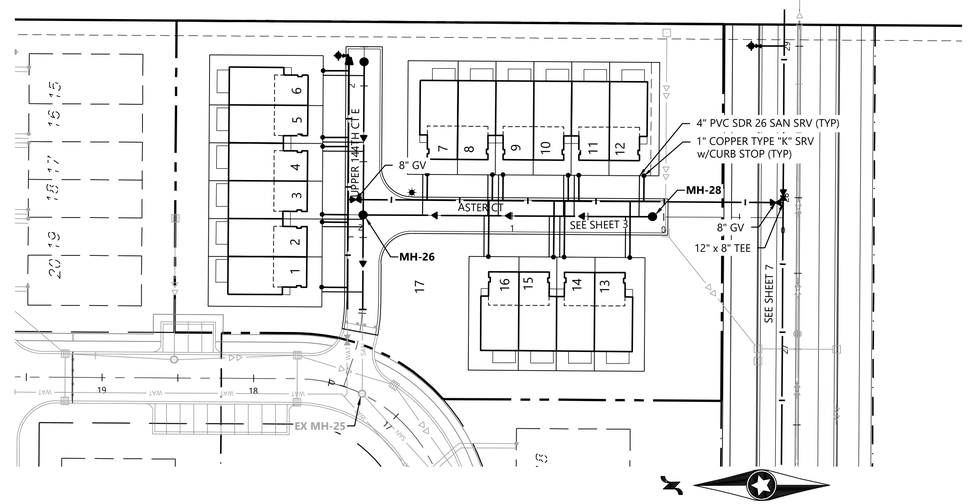
BLK NO.	LOT NO.	S&W WYE=X+XX	XXX.X	L (FT)	XXX.X
8	1	0+67	932.2	17	941.2
	2	1+10	932.2	17	941.5
	3	1+15	932.2	17	941.6
	4	0+42	932.2	17	941.7
	5	0+48	932.2	17	941.8
	6	0+92	932.2	17	941.9



BLK NO.	LOT NO.	S&W WYE=X+XX	XXX.X	L (FT)	XXX.X
8	7	0+39	930.8	17	941.1
	8	0+82	930.8	17	940.6
	9	0+89	930.8	17	940.3
	10	1+32	930.8	17	940.2
	11	1+39	930.8	17	940.2
	12	1+82	930.8	17	939.8
	13	1+73	930.1	37	939.4
	14	1+30	930.1	37	939.6
	15	1+23	930.1	37	939.6
	16	0+80	930.1	37	939.8



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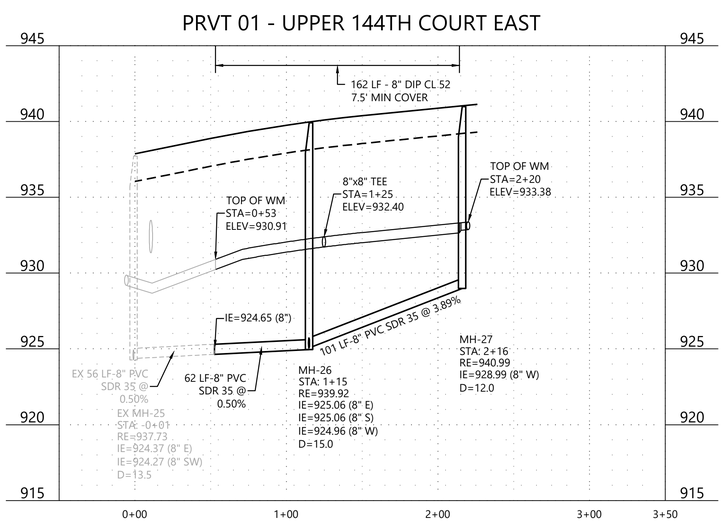
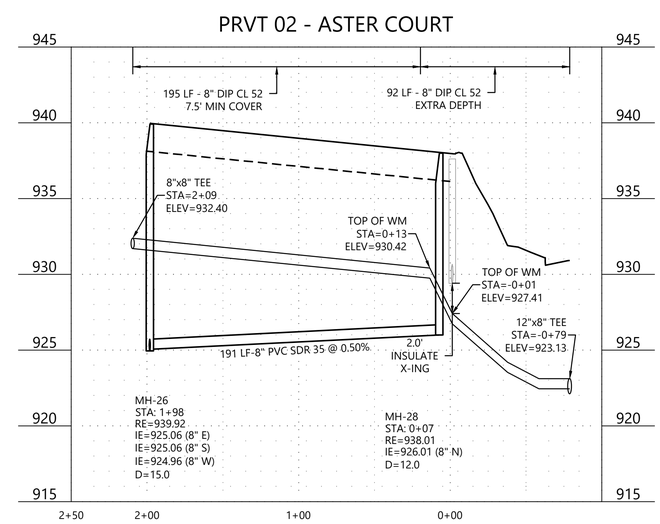
LEGEND

- (XXX.X) — SANITARY SEWER SERVICE INVERT ELEVATION @ SERVICE END
- [WYE = X+XX / X.X' RISER] — SANITARY SEWER SERVICE WYE AND COMBINED TRENCH LOCATION ON MAIN LINE FROM DOWNSTREAM MANHOLE
- <XXX.X> — DENOTES ELEVATION OF THE TOP OF WATER SERVICE STOP BOX
- (A) — WATER SERVICE TO THIS LOT SHALL BE INSTALLED UNDER PROPOSED STORM SEWER & SHALL MAINTAIN A MINIMUM VERTICAL SEPARATION FROM STORM PIPE OF 2.0 FEET
- (B) — SANITARY SEWER SERVICE TO THIS LOT SHALL BE INSTALLED UNDER PROPOSED STORM SEWER. INSTALL RISER AT ROW LINE.
- (C) — SANITARY SEWER SERVICE CONNECTION SHALL BE WITH A DIP TEE IN LIEU OF A WYE AND C900 SERVICE PIPE FOR MAINLINE DEPTHS GREATER THAN 20 FEET

GENERAL NOTES

1. FLAG HYDRANTS.
2. EXTEND RODS ON VALVES DEEPER THAN 7.5' FROM FINISHED GRADE.
3. ALL DROP MANHOLES TO BE CONSTRUCTED USING OUTSIDE DROPS.
4. MANHOLE ADJUSTMENTS SHALL INCLUDE A MAXIMUM OF 12" ADJUSTMENT RINGS (TOTAL) AND ANY ADDITIONAL ADJUSTMENT REQUIRED SHALL BE MADE WITH NEW MANHOLE SECTION(S).
5. SANITARY SERVICES SHALL BE 4" PVC SDR 26 PER CITY DETAIL SS-3 UNLESS OTHERWISE NOTED.
6. WATER SERVICES SHALL BE 1" COPPER TYPE "K" PER CITY DETAIL W-4.
7. ACTIVATION OF THE WATERMAIN SYSTEM SHALL BE PERFORMED BY CITY PERSONNEL ONLY. THE CITY REQUIRES A MINIMUM OF 48-HOUR NOTICE BEFORE THE ACTIVATION OF THE WATERMAIN SYSTEM.





1" = 50'
0' 50' 100' 150'

CONSTRUCTION PLANS

TALAMORE 4TH ADDITION

N:\0033415.04\DWG\CIVIL\UTILITY\0033415.045-UTF.DWG

DESIGNED:	CTY
CHECKED:	RMB
DRAWN:	EJK
HORIZONTAL SCALE:	50'
VERTICAL SCALE:	10' or 5'

INITIAL ISSUE: 09/29/23
REVISIONS:
1 10-23-23 REVISED UTILITIES ON ACORN AVE
2 . .
3 . .
4 . .
5 . .

PREPARED FOR:

LENNAR CORPORATION
16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA 55446

I HEREBY CERTIFY THAT THIS PLAN 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.

RYAN BLOHM
DATE: 10/19/23 LICENSE NO. 41257

TALAMORE 4TH ADDITION
ROSEMOUNT, MINNESOTA

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

SANITARY SEWER AND WATERMAIN CONSTRUCTION PLAN
PROJECT NUMBER: 0033415.04

SHEET NUMBER: 3 OF 19
DATE: 10/19/23

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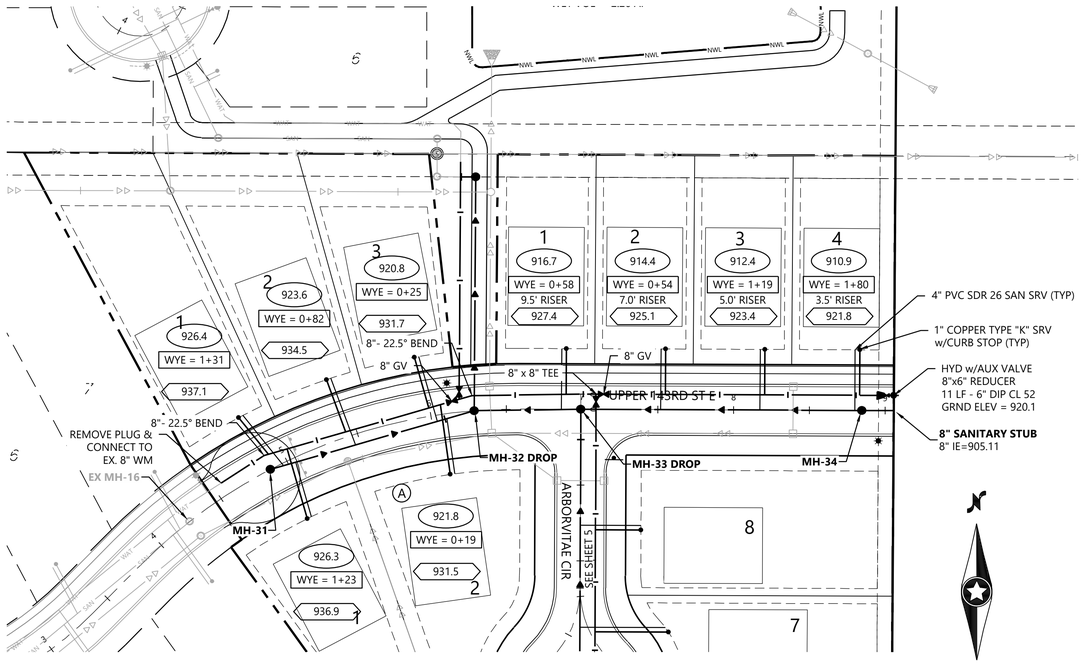
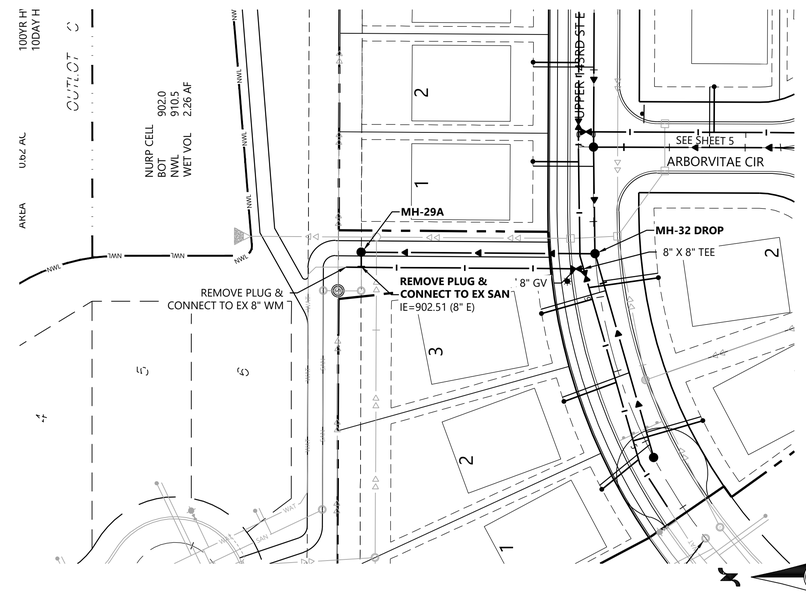


STREET 04 - UPPER 143RD STREET EAST



LEGEND

Call 48 Hours before digging:
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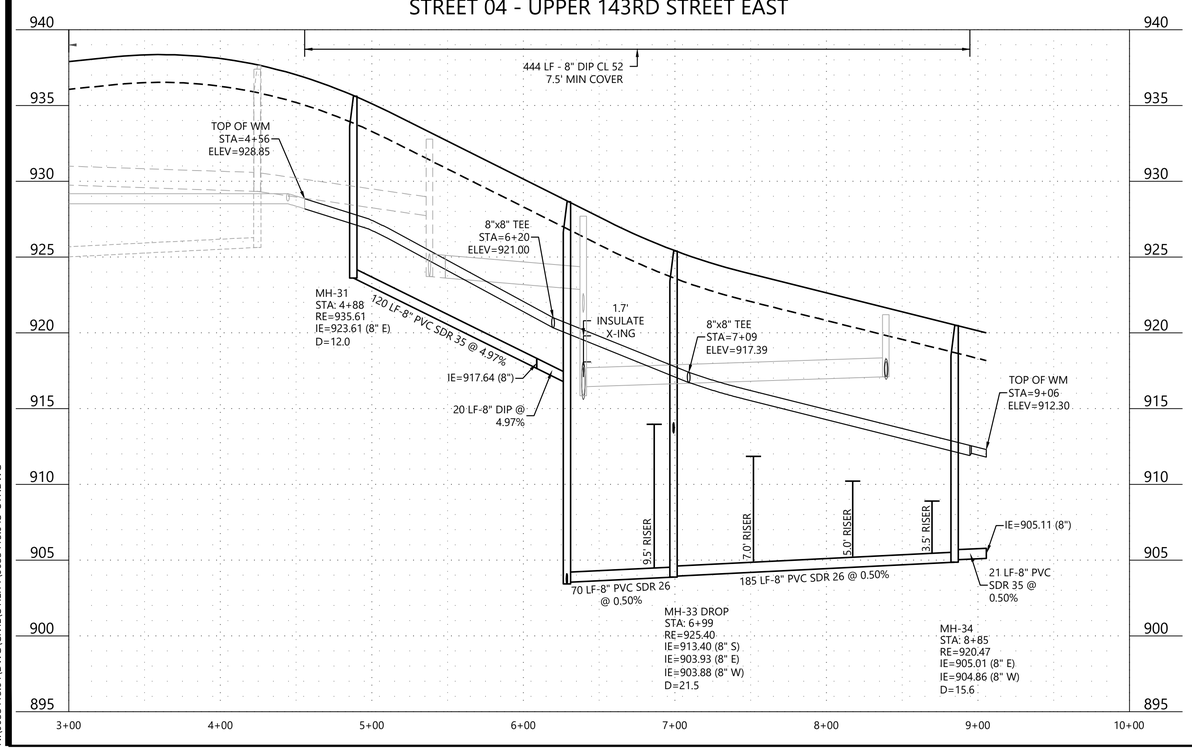
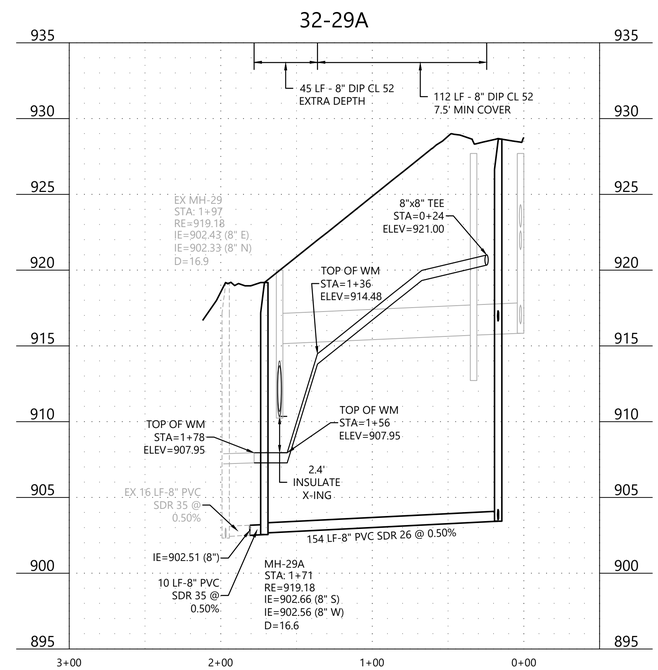
XXX.X	SANITARY SEWER SERVICE INVERT ELEVATION @ SERVICE END
WYE = X+XX / X.X' RISER	SANITARY SEWER SERVICE WYE AND COMBINED TRENCH LOCATION ON MAIN LINE FROM DOWNSTREAM MANHOLE
XXX.X	DENOTES ELEVATION OF THE TOP OF WATER SERVICE STOP BOX
A	WATER SERVICE TO THIS LOT SHALL BE INSTALLED UNDER PROPOSED STORM SEWER & SHALL MAINTAIN A MINIMUM VERTICAL SEPARATION FROM STORM PIPE OF 2.0 FEET
B	SANITARY SEWER SERVICE TO THIS LOT SHALL BE INSTALLED UNDER PROPOSED STORM SEWER. INSTALL RISER AT ROW LINE.
C	SANITARY SEWER SERVICE CONNECTION SHALL BE WITH A DIP TEE IN LIEU OF A WYE AND C900 SERVICE PIPE FOR MAINLINE DEPTHS GREATER THAN 20 FEET

GENERAL NOTES

1. FLAG HYDRANTS.
2. EXTEND RODS ON VALVES DEEPER THAN 7.5' FROM FINISHED GRADE.
3. ALL DROP MANHOLES TO BE CONSTRUCTED USING OUTSIDE DROPS.
4. MANHOLE ADJUSTMENTS SHALL INCLUDE A MAXIMUM OF 12" ADJUSTMENT RINGS (TOTAL) AND ANY ADDITIONAL ADJUSTMENT REQUIRED SHALL BE MADE WITH NEW MANHOLE SECTION(S).
5. SANITARY SERVICES SHALL BE 4" PVC SDR 26 PER CITY DETAIL SS-3 UNLESS OTHERWISE NOTED.
6. WATER SERVICES SHALL BE 1" COPPER TYPE "K" PER CITY DETAIL W-4.
7. ACTIVATION OF THE WATERMAIN SYSTEM SHALL BE PERFORMED BY CITY PERSONNEL ONLY. THE CITY REQUIRES A MINIMUM OF 48-HOUR NOTICE BEFORE THE ACTIVATION OF THE WATERMAIN SYSTEM.





1" = 50'
0' 50' 100' 150'

CONSTRUCTION PLANS

TALAMORE 4TH ADDITION

N:\0033415.04\DWG\CIVIL\UTILITY\0033415.045-UTF.DWG

DESIGNED:	CTY
CHECKED:	RMB
DRAWN:	EJK
HORIZONTAL SCALE:	50'
VERTICAL SCALE:	10' or 5'

INITIAL ISSUE: 09/29/23
REVISIONS:
1 10-23-23 REVISED UTILITIES ON ACORN AVE
2 .
3 .
4 .
5 .

PREPARED FOR:

LENNAR CORPORATION
16305 36TH AVENUE NORTH, SUITE 600
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TALAMORE 4TH ADDITION
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Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

SANITARY SEWER AND WATERMAIN CONSTRUCTION PLAN
PROJECT NUMBER: 0033415.04

SHEET NUMBER: 4 OF 19
DATE: 10/19/23

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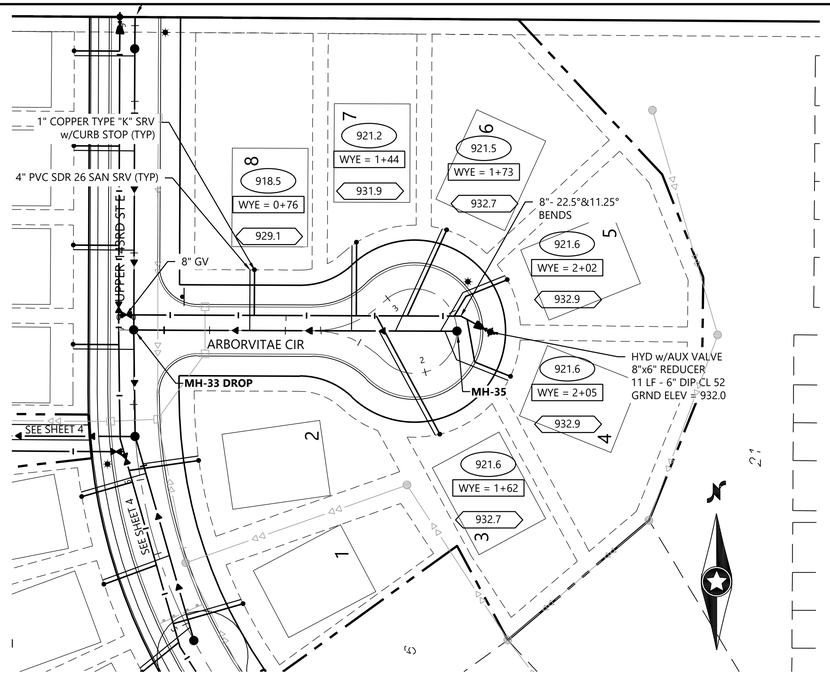

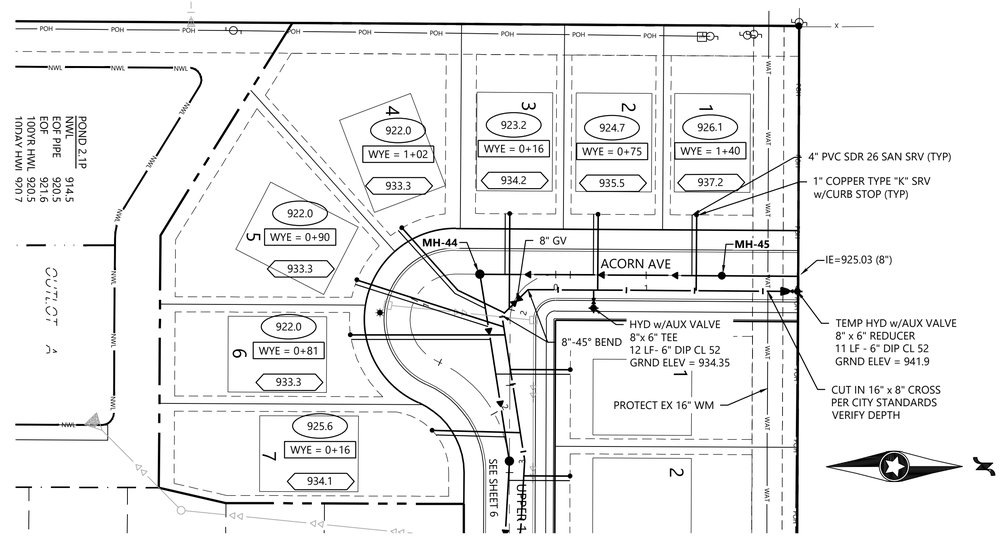

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811 or call811.com
Common Ground Alliance

LEGEND

XXX.X	SANITARY SEWER SERVICE INVERT ELEVATION @ SERVICE END
WYE = X+XX / X.X' RISER	SANITARY SEWER SERVICE WYE AND COMBINED TRENCH LOCATION ON MAIN LINE FROM DOWNSTREAM MANHOLE
XXX.X	DENOTES ELEVATION OF THE TOP OF WATER SERVICE STOP BOX
A	WATER SERVICE TO THIS LOT SHALL BE INSTALLED UNDER PROPOSED STORM SEWER & SHALL MAINTAIN A MINIMUM VERTICAL SEPARATION FROM STORM PIPE OF 2.0 FEET
B	SANITARY SEWER SERVICE TO THIS LOT SHALL BE INSTALLED UNDER PROPOSED STORM SEWER. INSTALL RISER AT ROW LINE.
C	SANITARY SEWER SERVICE CONNECTION SHALL BE WITH A DIP TEE IN LIEU OF A WYE AND C900 SERVICE PIPE FOR MAINLINE DEPTHS GREATER THAN 20 FEET

GENERAL NOTES

1. FLAG HYDRANTS.
2. EXTEND RODS ON VALVES DEEPER THAN 7.5' FROM FINISHED GRADE.
3. ALL DROP MANHOLES TO BE CONSTRUCTED USING OUTSIDE DROPS.
4. MANHOLE ADJUSTMENTS SHALL INCLUDE A MAXIMUM OF 12" ADJUSTMENT RINGS (TOTAL) AND ANY ADDITIONAL ADJUSTMENT REQUIRED SHALL BE MADE WITH NEW MANHOLE SECTION(S).
5. SANITARY SERVICES SHALL BE 4" PVC SDR 26 PER CITY DETAIL SS-3 UNLESS OTHERWISE NOTED.
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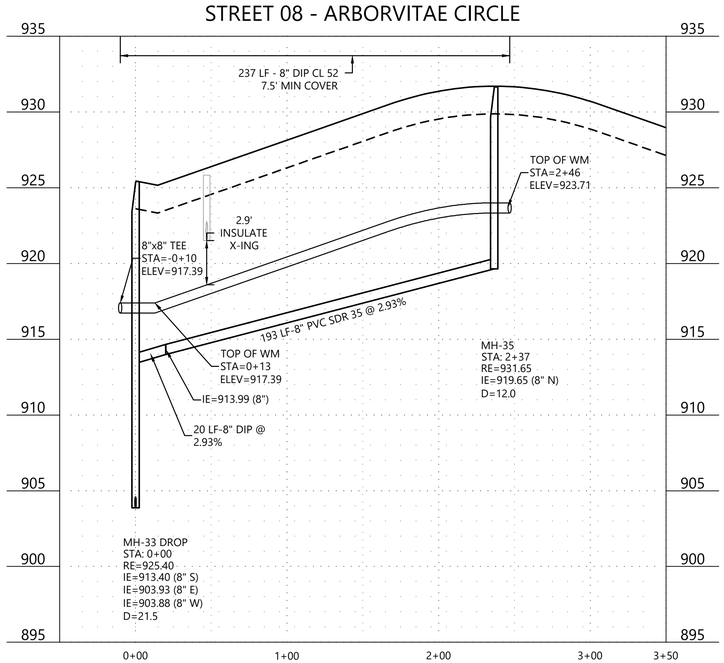
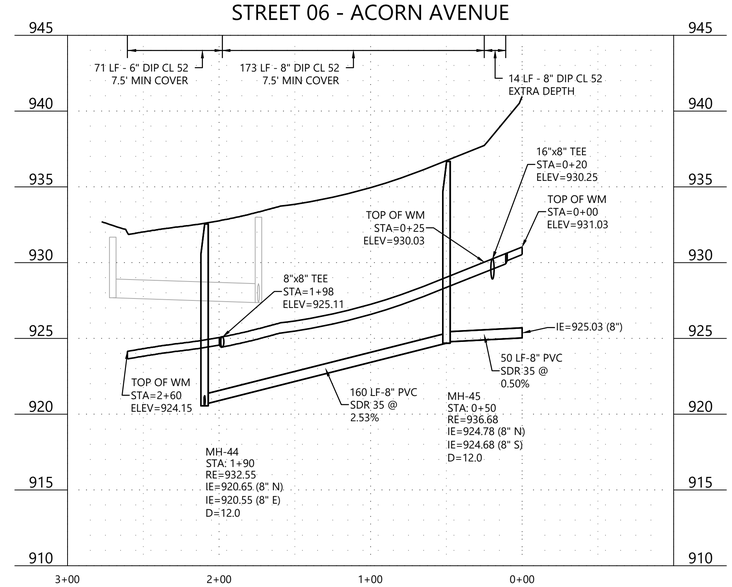
7. ACTIVATION OF THE WATERMAIN SYSTEM SHALL BE PERFORMED BY CITY PERSONNEL ONLY. THE CITY REQUIRES A MINIMUM OF 48-HOUR NOTICE BEFORE THE ACTIVATION OF THE WATERMAIN SYSTEM.

STREET 08 - ARBORVITAE CIRCLE



STREET 06 - ACORN AVENUE



1" = 50'

0' 50' 100' 150'

CONSTRUCTION PLANS

TALAMORE 4TH ADDITION

N:\0033415.04\DWG\CIVIL\UTILITY\0033415.045-UTF.DWG

DESIGNED:	CTY
CHECKED:	RMB
DRAWN:	EJK
HORIZONTAL SCALE:	50'
VERTICAL SCALE:	10' or 5'

INITIAL ISSUE: 09/29/23
REVISIONS:
1 10-23-23 REVISED UTILITIES ON ACORN AVE
2 .
3 .
4 .
5 .

PREPARED FOR:

LENNAR CORPORATION
16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA 55446

I HEREBY CERTIFY THAT THIS PLAN 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

RYAN BLOHM

DATE: 10/19/23 LICENSE NO. 41257

TALAMORE 4TH ADDITION
ROSEMOUNT, MINNESOTA

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

SANITARY SEWER AND WATERMAIN CONSTRUCTION PLAN
PROJECT NUMBER: 0033415.04

SHEET NUMBER: 5 OF 19
DATE: 10/19/23

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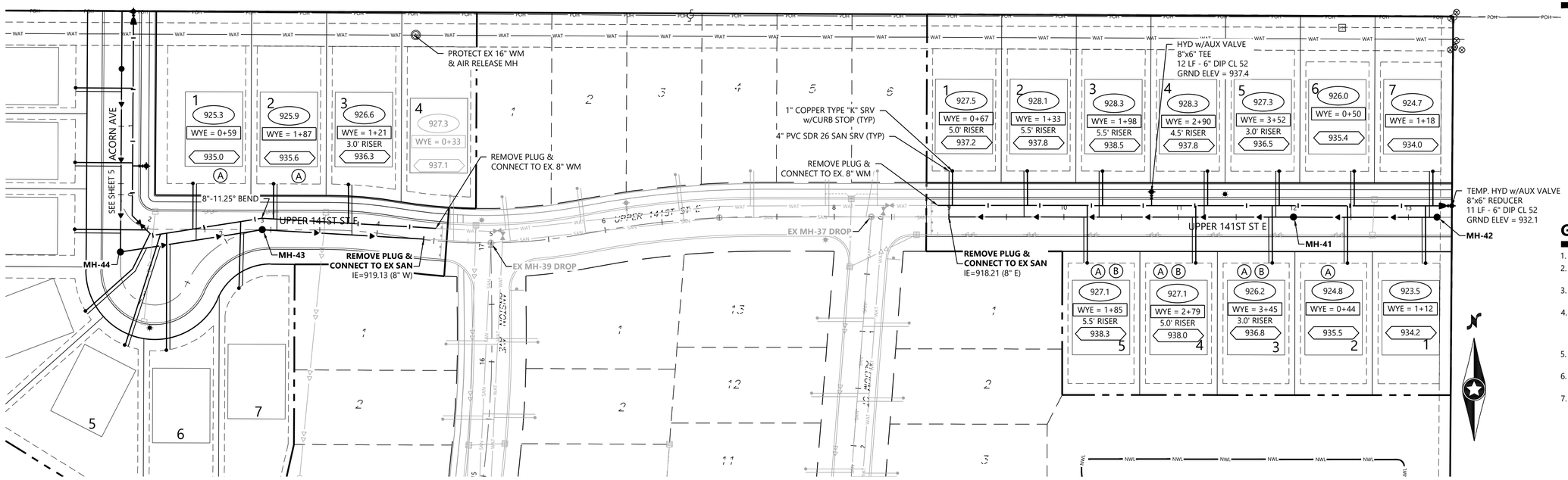
811 or call811.com
Common Ground Alliance



LEGEND

XXX.X	SANITARY SEWER SERVICE INVERT ELEVATION @ SERVICE END
WYE = X+XX / X.X' RISER	SANITARY SEWER SERVICE WYE AND COMBINED TRENCH LOCATION ON MAIN LINE FROM DOWNSTREAM MANHOLE
XXX.X	DENOTES ELEVATION OF THE TOP OF WATER SERVICE STOP BOX
A	WATER SERVICE TO THIS LOT SHALL BE INSTALLED UNDER PROPOSED STORM SEWER & SHALL MAINTAIN A MINIMUM VERTICAL SEPARATION FROM STORM PIPE OF 2.0 FEET
B	SANITARY SEWER SERVICE TO THIS LOT SHALL BE INSTALLED UNDER PROPOSED STORM SEWER. INSTALL RISER AT ROW LINE.
C	SANITARY SEWER SERVICE CONNECTION SHALL BE WITH A DIP TEE IN LIEU OF A WYE AND C900 SERVICE PIPE FOR MAINLINE DEPTHS GREATER THAN 20 FEET

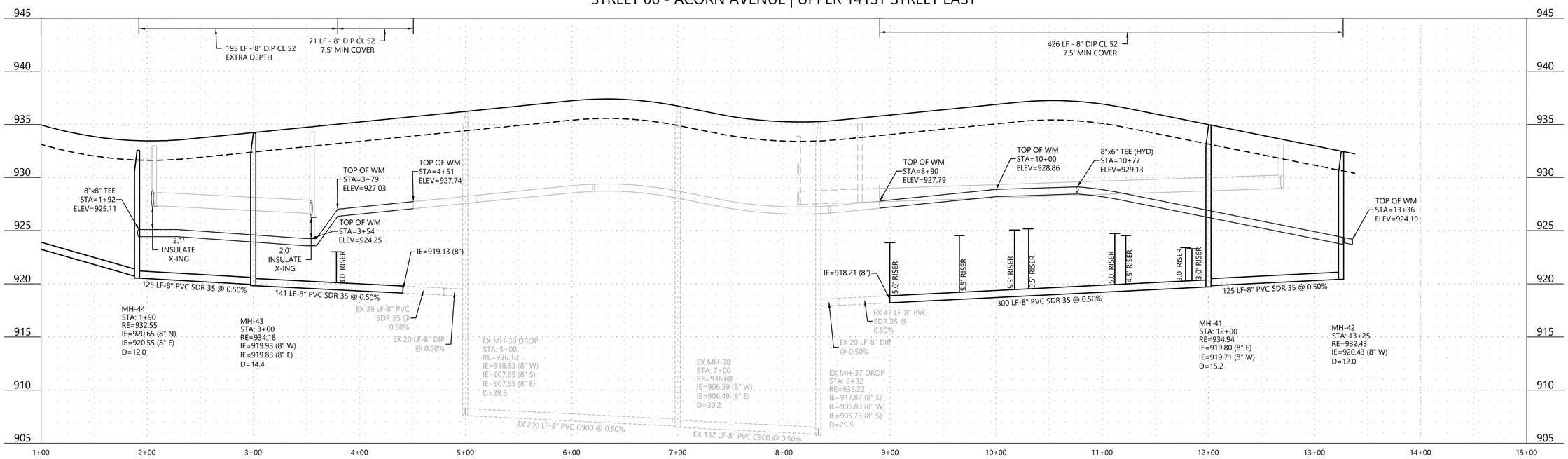
GENERAL NOTES

1. FLAG HYDRANTS.
2. EXTEND RODS ON VALVES DEEPER THAN 7.5' FROM FINISHED GRADE.
3. ALL DROP MANHOLES TO BE CONSTRUCTED USING OUTSIDE DROPS.
4. MANHOLE ADJUSTMENTS SHALL INCLUDE A MAXIMUM OF 12" ADJUSTMENT RINGS (TOTAL) AND ANY ADDITIONAL ADJUSTMENT REQUIRED SHALL BE MADE WITH NEW MANHOLE SECTION(S).
5. SANITARY SERVICES SHALL BE 4" PVC SDR 26 PER CITY DETAIL SS-3 UNLESS OTHERWISE NOTED.
6. WATER SERVICES SHALL BE 1" COPPER TYPE "K" PER CITY DETAIL W-4.
7. ACTIVATION OF THE WATERMAIN SYSTEM SHALL BE PERFORMED BY CITY PERSONNEL ONLY. THE CITY REQUIRES A MINIMUM OF 48-HOUR NOTICE BEFORE THE ACTIVATION OF THE WATERMAIN SYSTEM.

1" = 50'
0' 50' 100' 150'

CONSTRUCTION PLANS

STREET 06 - ACORN AVENUE | UPPER 141ST STREET EAST



N:\0033415.04\DWG\CIVIL\UTILITY\0033415.045-UTF.DWG

TALAMORE 4TH ADDITION

DESIGNED:	CTY
CHECKED:	RMB
DRAWN:	EJK
HORIZONTAL SCALE:	50'
VERTICAL SCALE:	10' or 5'

INITIAL ISSUE: 09/29/23
REVISIONS:
1 10-23-23 REVISED UTILITIES ON ACORN AVE
2 . .
3 . .
4 . .
5 . .

PREPARED FOR:

LENNAR CORPORATION
16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA 55446

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RYAN BLOHM

DATE: 10/19/23 LICENSE NO. 41257

TALAMORE 4TH ADDITION
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SANITARY SEWER AND WATERMAIN CONSTRUCTION PLAN
PROJECT NUMBER: 0033415.04

SHEET NUMBER: 6 OF 19
DATE: 10/19/23

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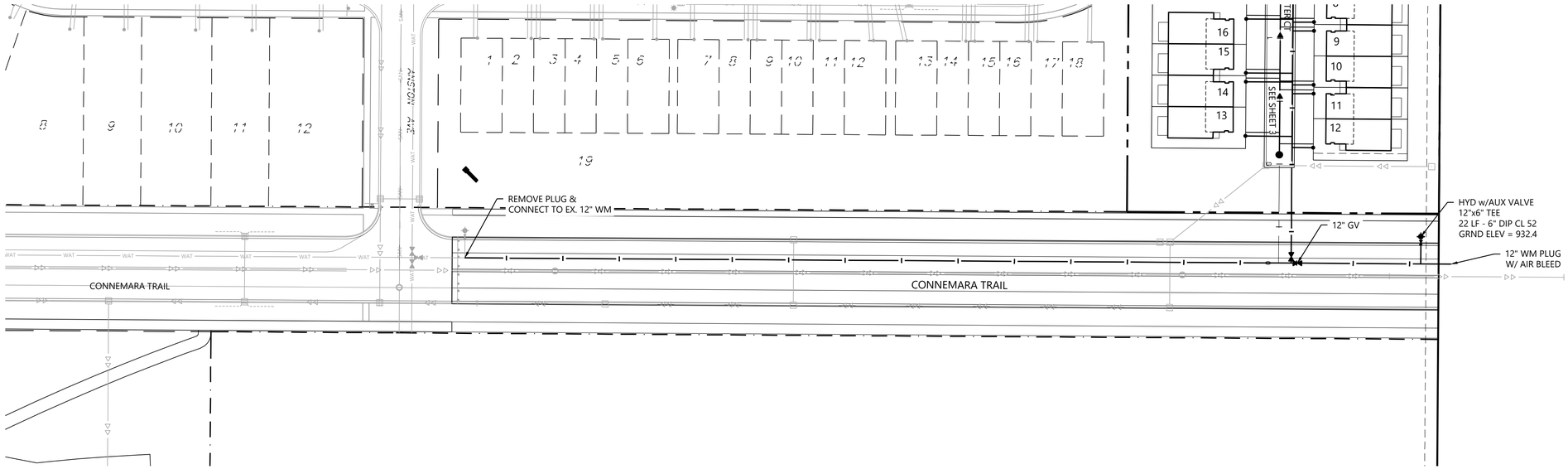

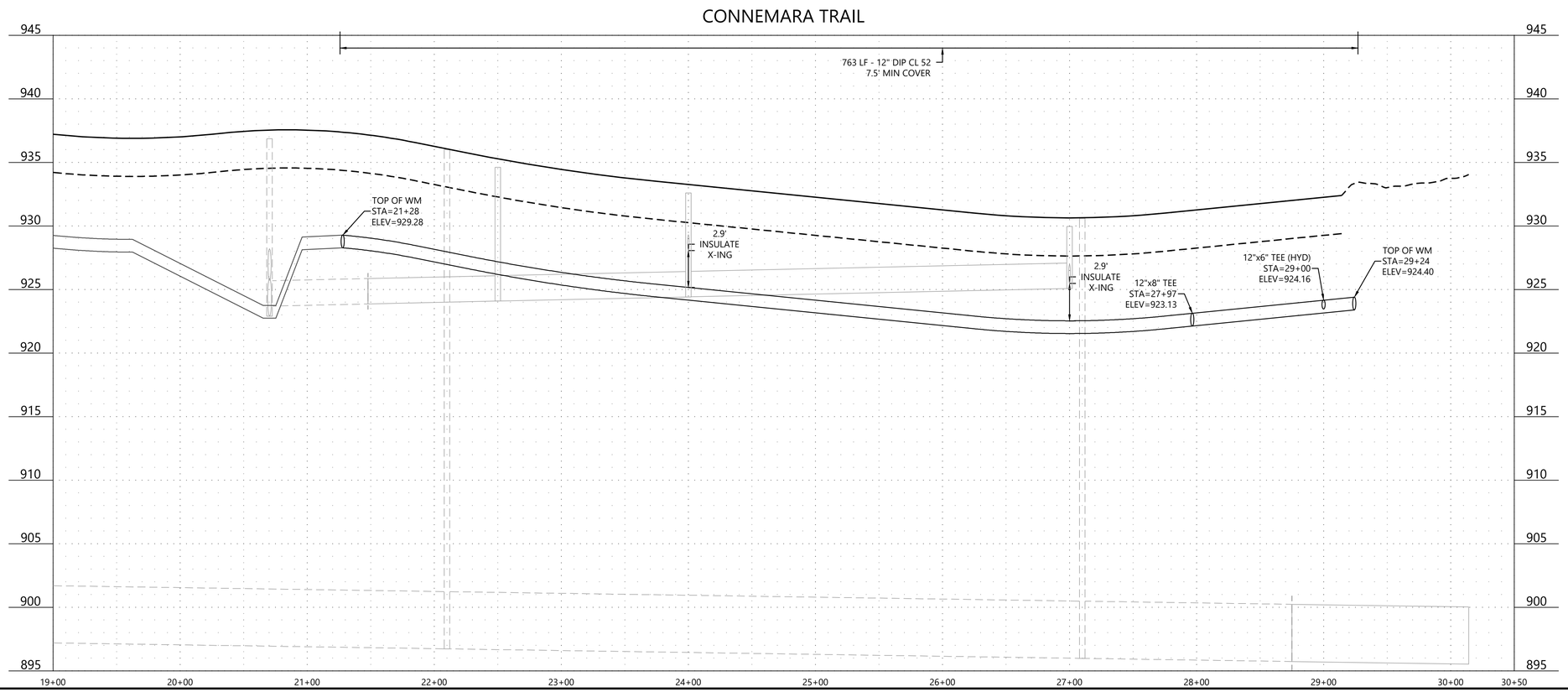

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

LEGEND

- (XXX.X) — SANITARY SEWER SERVICE INVERT ELEVATION @ SERVICE END
- [WYE = X+XX / X.X' RISER] — SANITARY SEWER SERVICE WYE AND COMBINED TRENCH LOCATION ON MAIN LINE FROM DOWNSTREAM MANHOLE
- <XXX.X> — DENOTES ELEVATION OF THE TOP OF WATER SERVICE STOP BOX
- (A) — WATER SERVICE TO THIS LOT SHALL BE INSTALLED UNDER PROPOSED STORM SEWER & SHALL MAINTAIN A MINIMUM VERTICAL SEPARATION FROM STORM PIPE OF 2.0 FEET
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CONSTRUCTION PLANS

TALAMORE 4TH ADDITION

N:\0033415.04\DWG\CIVIL\UTILITY\0033415.04S-UTF.DWG

DESIGNED:	CTY
CHECKED:	RMB
DRAWN:	EJK
HORIZONTAL SCALE:	50'
VERTICAL SCALE:	10' or 5'

INITIAL ISSUE: 09/29/23
REVISIONS:
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PREPARED FOR:

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16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA 55446

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RYAN BLUHM

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SANITARY SEWER AND WATERMAIN CONSTRUCTION PLAN
PROJECT NUMBER: 0033415.04

SHEET NUMBER: 7 OF 19
DATE: 10/19/23

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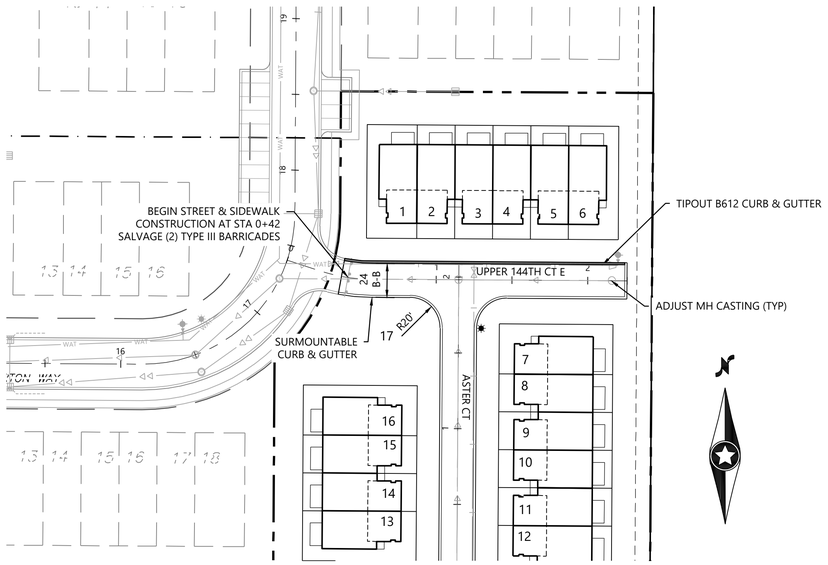

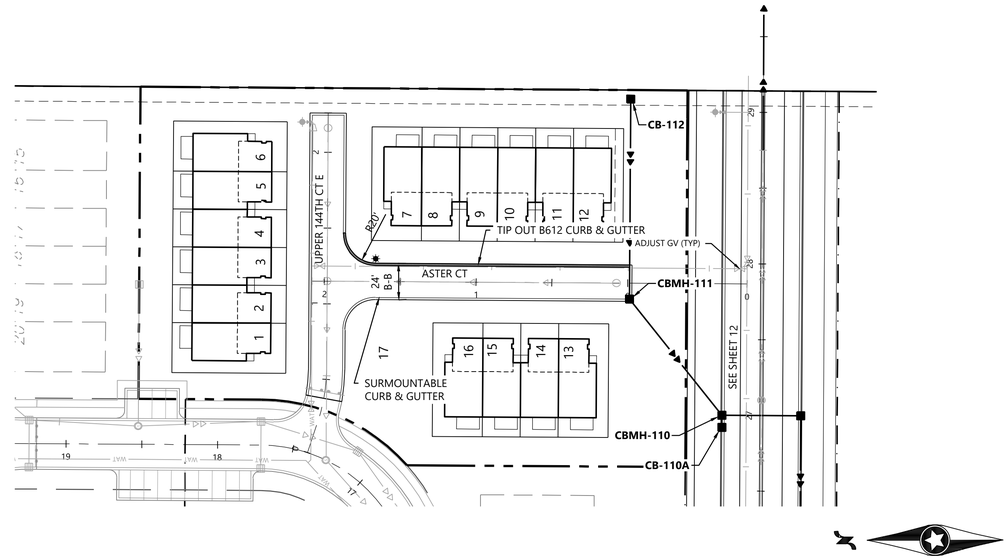

LEGEND

EXISTING	PROPOSED	
900.00	× 900.00	GUTTER ELEVATION

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

GENERAL NOTES

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2. ALL RCP SHALL BE CLASS V, UNLESS OTHERWISE NOTED.
3. ALL CATCH BASIN CASTINGS IN CURB SHALL BE SUMPED 0.15 FEET. MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS SHOWN ON THE PROFILES REFLECT THE SUMPED ELEVATIONS.
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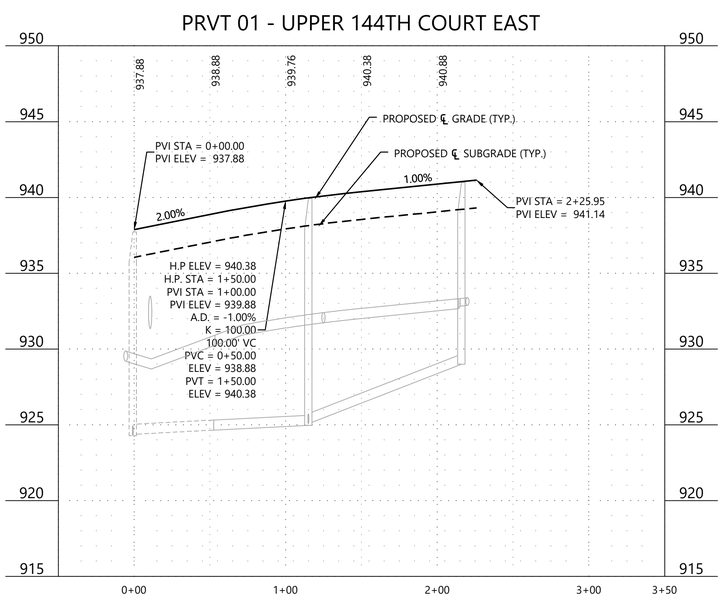
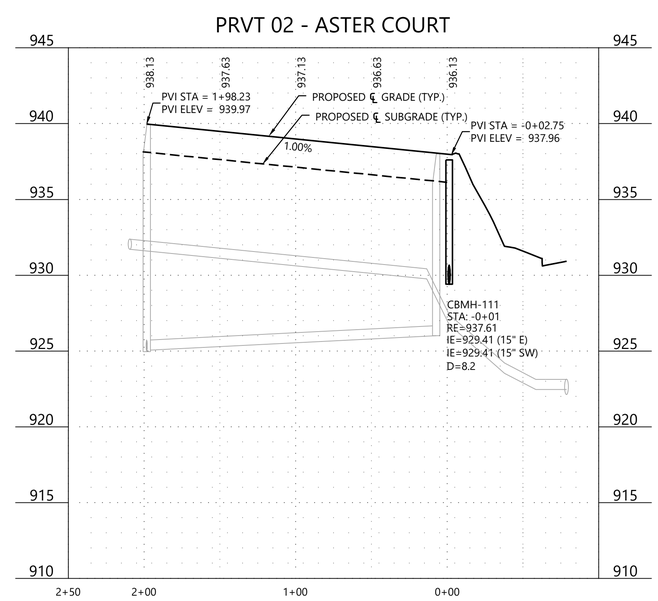
5. COORDINATE WEAR COURSE PLACEMENT WITH CITY STAFF TO DETERMINE TIMING WITH RELATION TO BASE COURSE PLACEMENT.

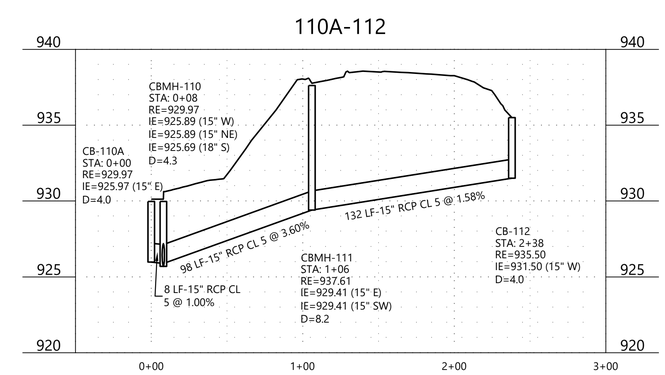
1" = 50'

0' 50' 100' 150'

CONSTRUCTION PLANS







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TALAMORE 4TH ADDITION

DESIGNED:	CTY
CHECKED:	RMB
DRAWN:	EJK
HORIZONTAL SCALE:	50'
VERTICAL SCALE:	10' or 5'

INITIAL ISSUE: 09/29/23
REVISIONS:
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PREPARED FOR:

LENNAR CORPORATION
16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA 55446

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RYAN BLOHM

DATE: 10/19/23 LICENSE NO. 41257

TALAMORE 4TH ADDITION
ROSEMOUNT, MINNESOTA

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

STREET AND STORM SEWER CONSTRUCTION PLAN
PROJECT NUMBER: 0033415.04

SHEET NUMBER: 8 OF 19
DATE: 10/19/23

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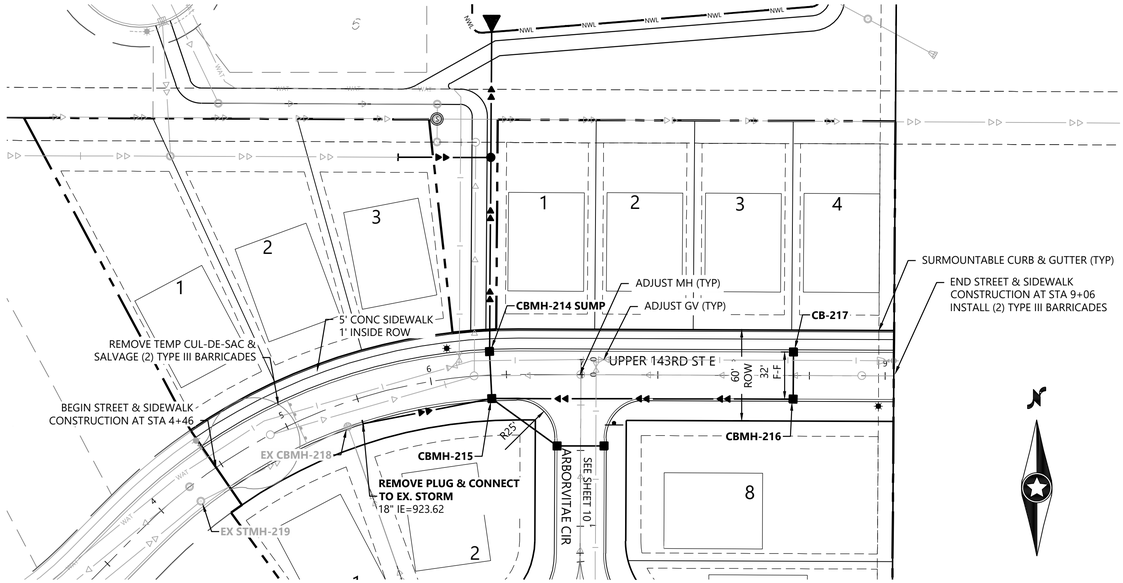

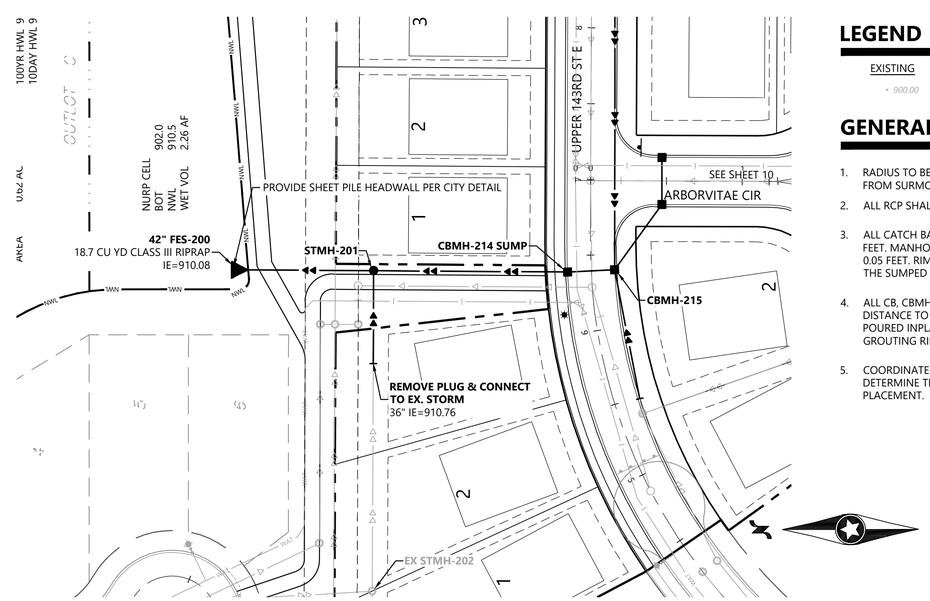

LEGEND

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

EXISTING	PROPOSED	
900.00	× 900.00	GUTTER ELEVATION

GENERAL NOTES

1. RADIUS TO BE B618 CURB & GUTTER WITH 10' TRANSITIONS FROM SURMOUNTABLE CURB & GUTTER.
2. ALL RCP SHALL BE CLASS V, UNLESS OTHERWISE NOTED.
3. ALL CATCH BASIN CASTINGS IN CURB SHALL BE SUMPED 0.15 FEET. MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS SHOWN ON THE PROFILES REFLECT THE SUMPED ELEVATIONS.
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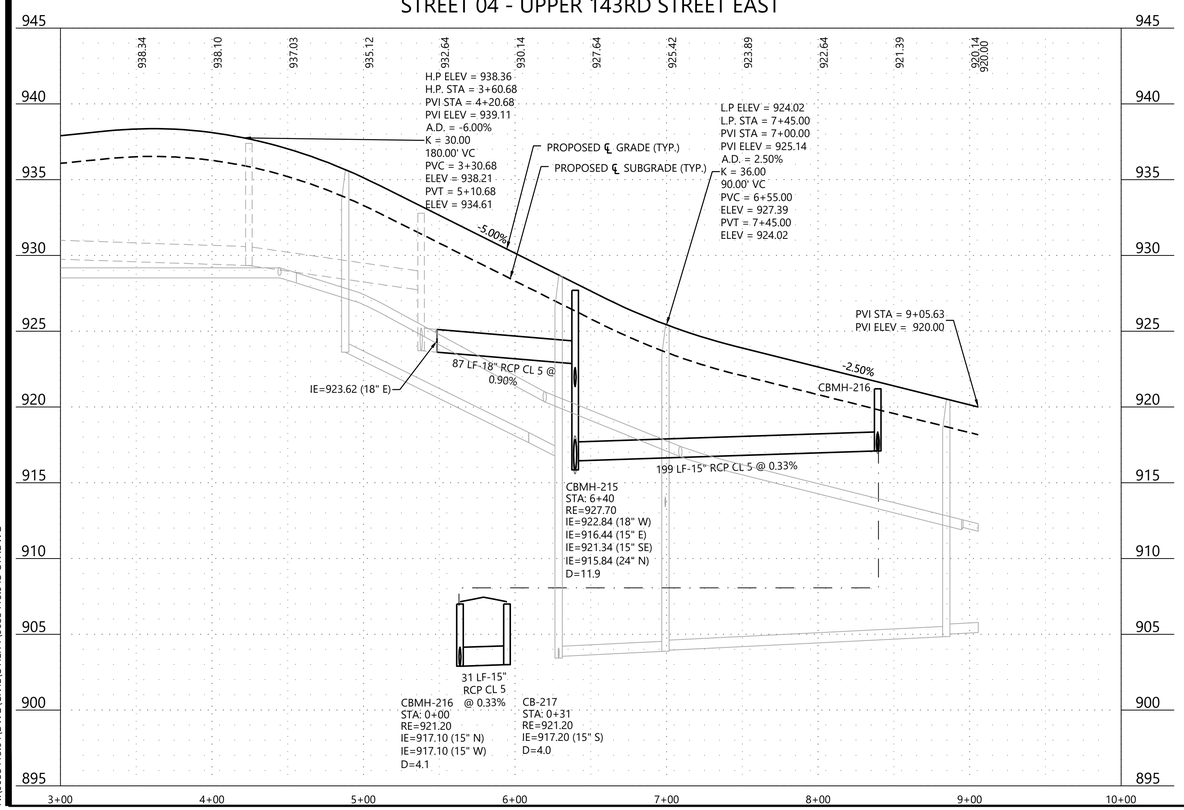
5. COORDINATE WEAR COURSE PLACEMENT WITH CITY STAFF TO DETERMINE TIMING WITH RELATION TO BASE COURSE PLACEMENT.

STREET 04 - UPPER 143RD STREET EAST



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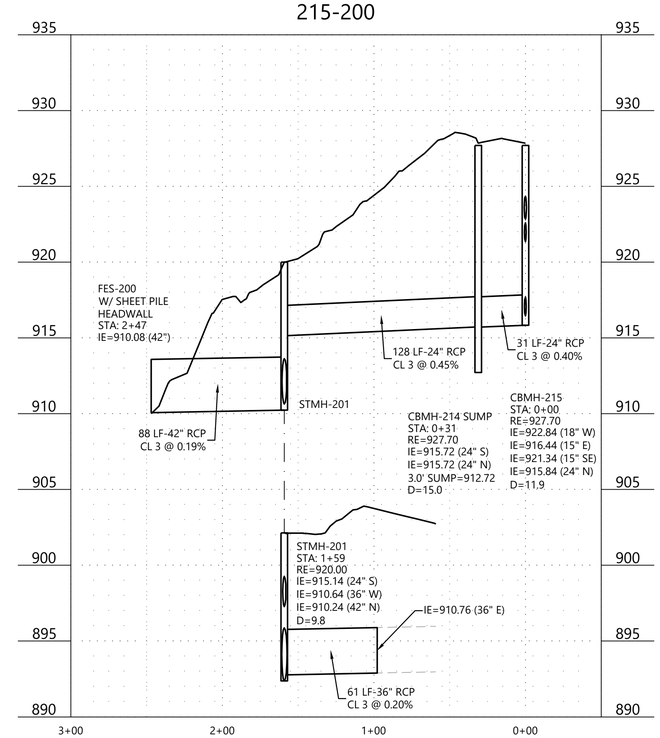

1" = 50'

0' 50' 100' 150'

CONSTRUCTION PLANS

TALAMORE 4TH ADDITION

N:\0033415.04\DWG\CIVIL\UTILITY\0033415.04S-STP.DWG

DESIGNED:	CTY
CHECKED:	RMB
DRAWN:	EJK
HORIZONTAL SCALE:	50'
VERTICAL SCALE:	10' or 5'

INITIAL ISSUE: 09/29/23
REVISIONS:
1 10-23-23 REVISED UTILITIES ON ACORN AVE
2 .
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PREPARED FOR:

LENNAR CORPORATION
16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA 55446

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RYAN BLUHM

DATE: 10/19/23 LICENSE NO. 41257

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ROSEMOUNT, MINNESOTA

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STREET AND STORM SEWER CONSTRUCTION PLAN
PROJECT NUMBER: 0033415.04

SHEET NUMBER: 9 OF 19
DATE: 10/19/23

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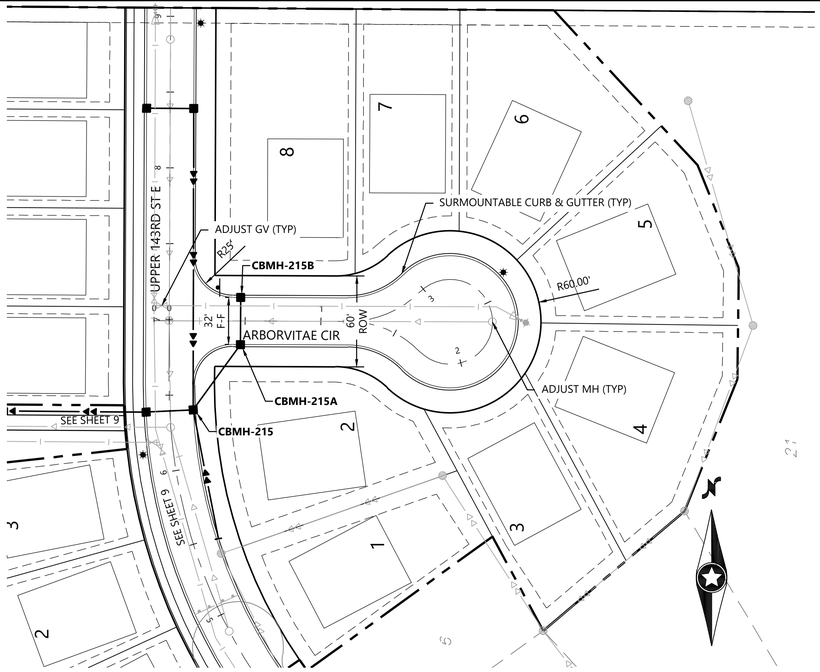

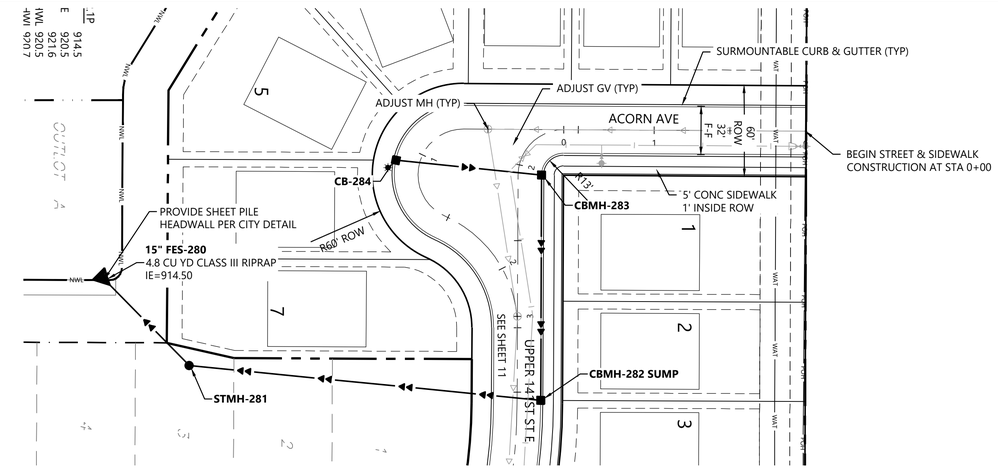

LEGEND

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Common Ground Alliance

EXISTING	PROPOSED	
900.00	× 900.00	GUTTER ELEVATION

GENERAL NOTES

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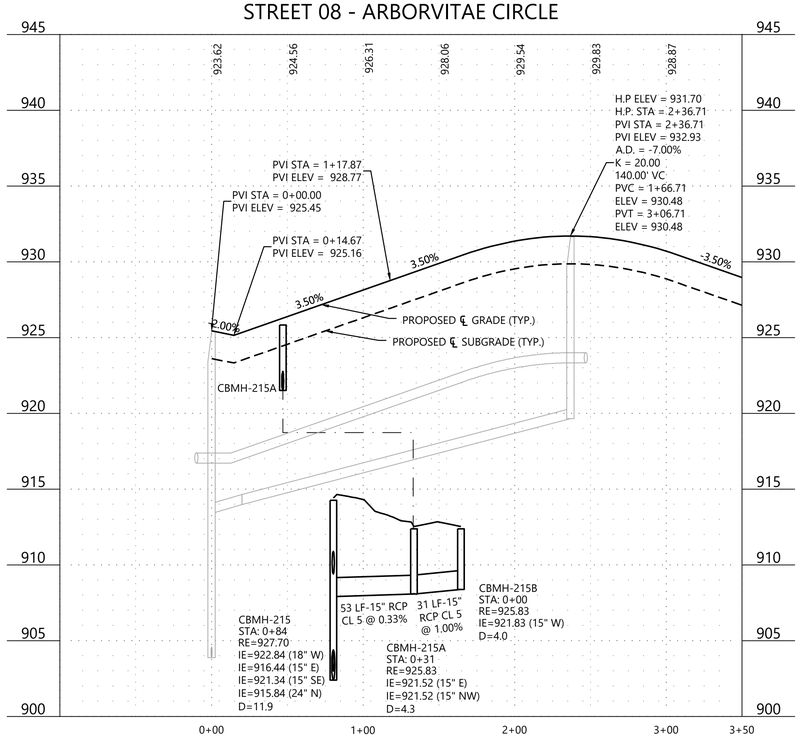
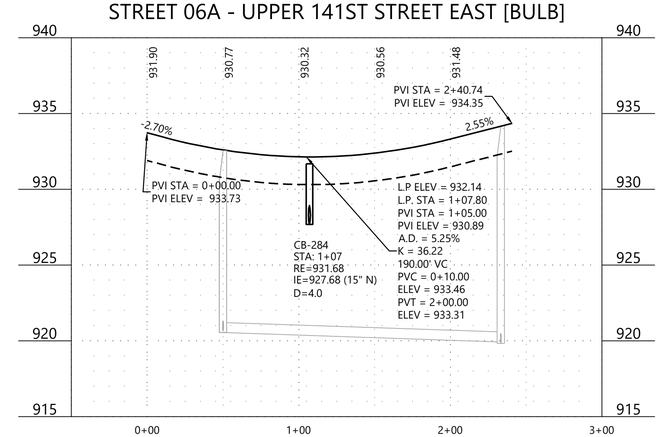
CONSTRUCTION PLANS

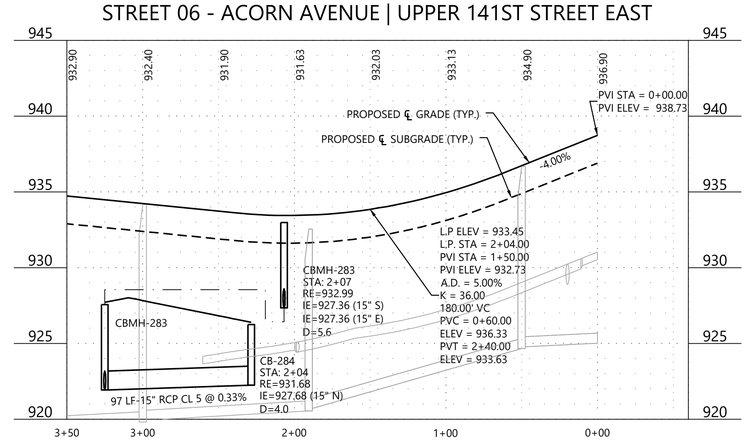
STREET 08 - ARBORVITAE CIRCLE



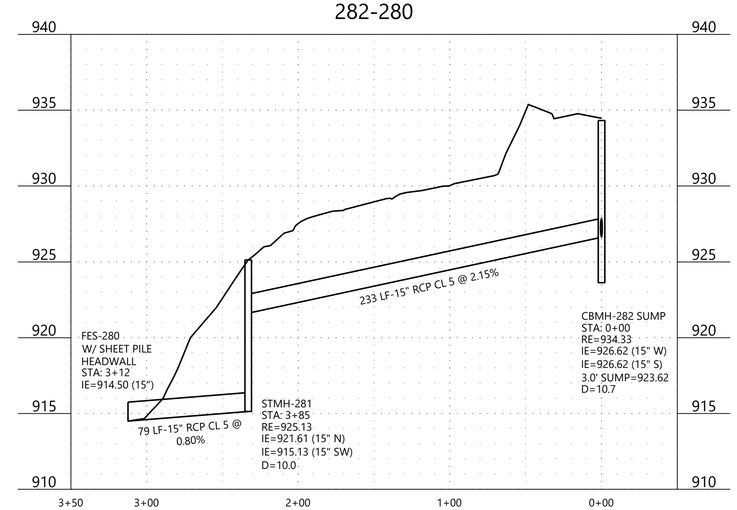
STREET 06A - UPPER 141ST STREET EAST [BULB]



STREET 06 - ACORN AVENUE | UPPER 141ST STREET EAST



282-280



N:\0033415.04\DWG\CIVIL\UTILITY\0033415.045-STF.DWG

TALAMORE 4TH ADDITION

DESIGNED:	CTY
CHECKED:	RMB
DRAWN:	EJK
HORIZONTAL SCALE:	50'
VERTICAL SCALE:	10' or 5'

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PROJECT NUMBER: 0033415.04

SHEET NUMBER: 10 OF 19
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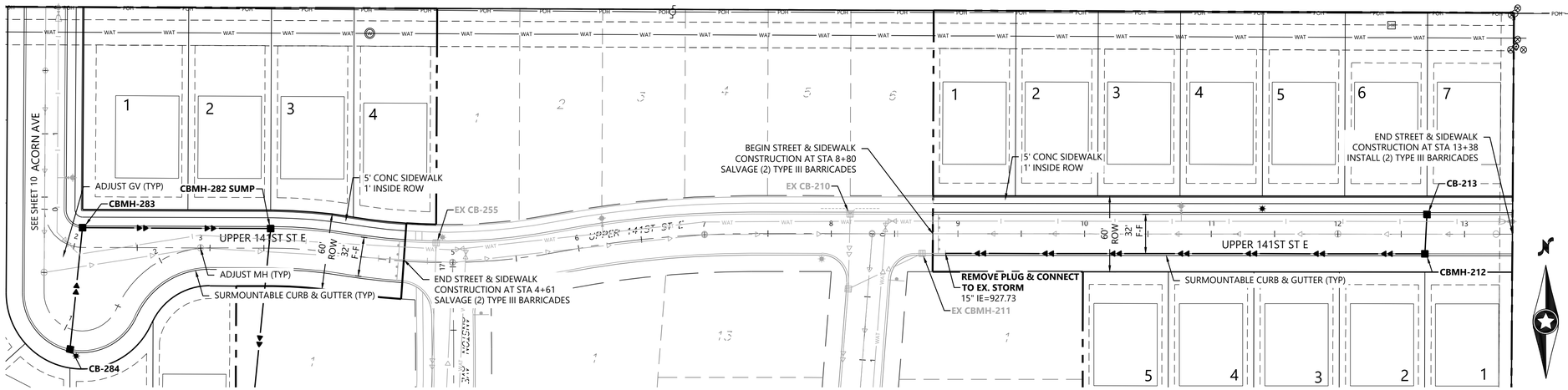

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Common Ground Alliance

LEGEND

EXISTING	PROPOSED	
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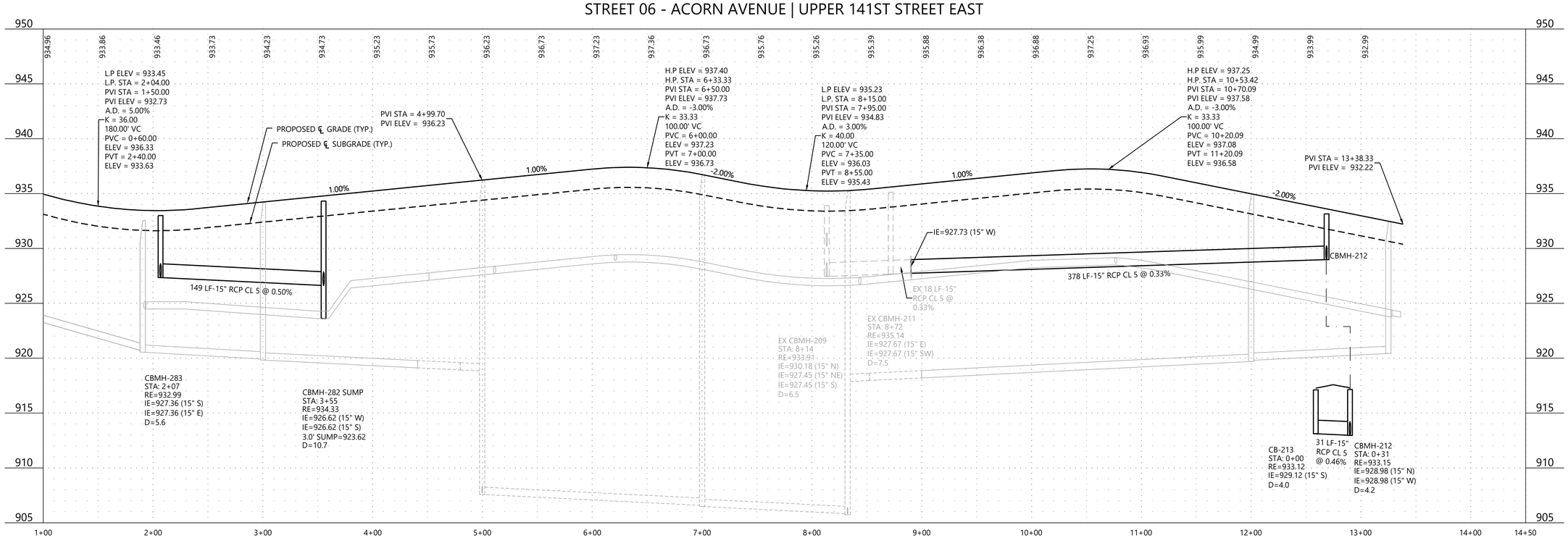
2. ALL RCP SHALL BE CLASS V, UNLESS OTHERWISE NOTED.
3. ALL CATCH BASIN CASTINGS IN CURB SHALL BE SUMPED 0.15 FEET. MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS SHOWN ON THE PROFILES REFLECT THE SUMPED ELEVATIONS.
4. ALL CB, CBMH, AND STMH WITHIN 10' OF HORIZONTAL DISTANCE TO WATERMAIN SHALL BE CONSTRUCTED WITH POURED INPLACE INVERT AND SHALL UTILIZE WATER STOP GROUTING RINGS.
5. COORDINATE WEAR COURSE PLACEMENT WITH CITY STAFF TO DETERMINE TIMING WITH RELATION TO BASE COURSE PLACEMENT.

1" = 50'

0' 50' 100' 150'

CONSTRUCTION PLANS

STREET 06 - ACORN AVENUE | UPPER 141ST STREET EAST



N:\0033415.04\DWG\CIVIL\UTILITY\0033415.045-STF.DWG

TALAMORE 4TH ADDITION

DESIGNED:	CTY
CHECKED:	RMB
DRAWN:	EJK
HORIZONTAL SCALE:	50'
VERTICAL SCALE:	10' or 5'

INITIAL ISSUE: 09/29/23

REVISIONS:

1	10-23-23	REVISED UTILITIES ON ACORN AVE
2	.	.
3	.	.
4	.	.
5	.	.

PREPARED FOR:

LENNAR CORPORATION
16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA 55446

I HEREBY CERTIFY THAT THIS PLAN 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

RYAN BLUHM

DATE: 10/19/23 LICENSE NO. 41257

TALAMORE 4TH ADDITION
ROSEMOUNT, MINNESOTA

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com

Westwood Professional Services, Inc.

STREET AND STORM SEWER CONSTRUCTION PLAN

PROJECT NUMBER: 0033415.04

SHEET NUMBER: 11 OF 19

DATE: 10/19/23

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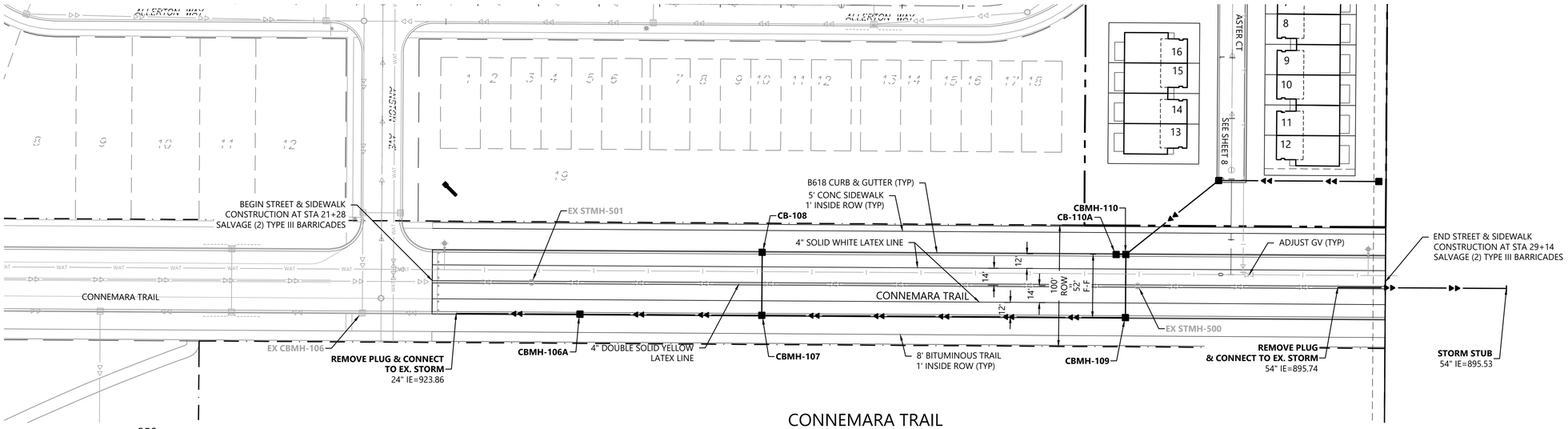
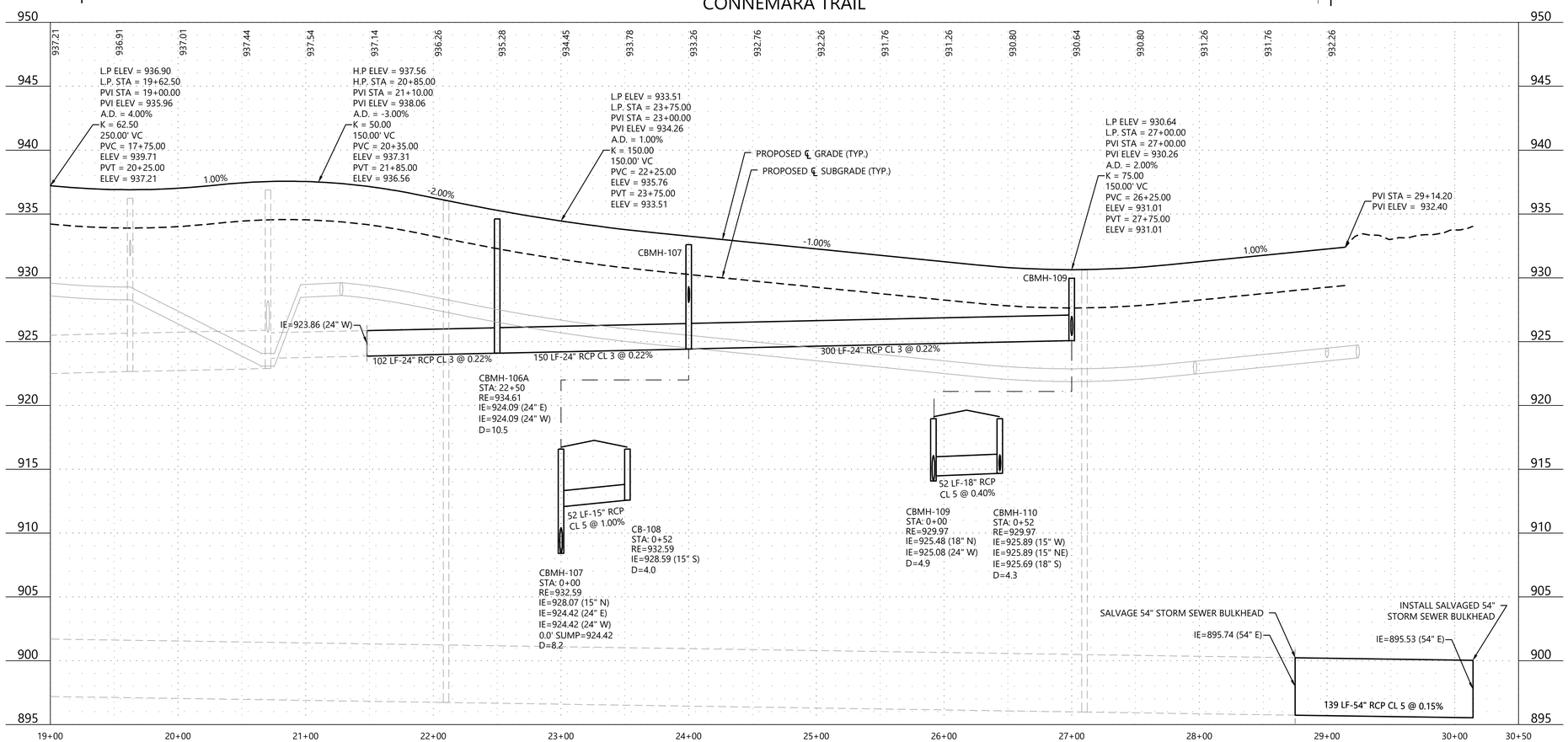


CONNEMARA TRAIL



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

LEGEND

EXISTING	PROPOSED	
· 900.00	× 900.00	GUTTER ELEVATION

GENERAL NOTES

1. RADIUS TO BE B618 CURB & GUTTER WITH 10' TRANSITIONS FROM SURMOUNTABLE CURB & GUTTER.
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5. COORDINATE WEAR COURSE PLACEMENT WITH CITY STAFF TO DETERMINE TIMING WITH RELATION TO BASE COURSE PLACEMENT.

1" = 50'

0' 50' 100' 150'

CONSTRUCTION PLANS

N:\0033415.04\DWG\CIVIL\UTILITY\0033415.045-STF.DWG

TALAMORE 4TH ADDITION

DESIGNED:	CTY
CHECKED:	RMB
DRAWN:	EJK
HORIZONTAL SCALE:	50'
VERTICAL SCALE:	10' or 5'

INITIAL ISSUE: 09/29/23
REVISIONS:
1 10-23-23 REVISED UTILITIES ON ACORN AVE
2 -
3 -
4 -
5 -

PREPARED FOR:

LENNAR CORPORATION
16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA 55446

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RYAN BLUHM

DATE: 10/19/23 LICENSE NO. 41257

TALAMORE 4TH ADDITION
ROSEMOUNT, MINNESOTA

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

STREET AND STORM SEWER CONSTRUCTION PLAN
PROJECT NUMBER: 0033415.04

SHEET NUMBER: 12 OF 19
DATE: 10/19/23

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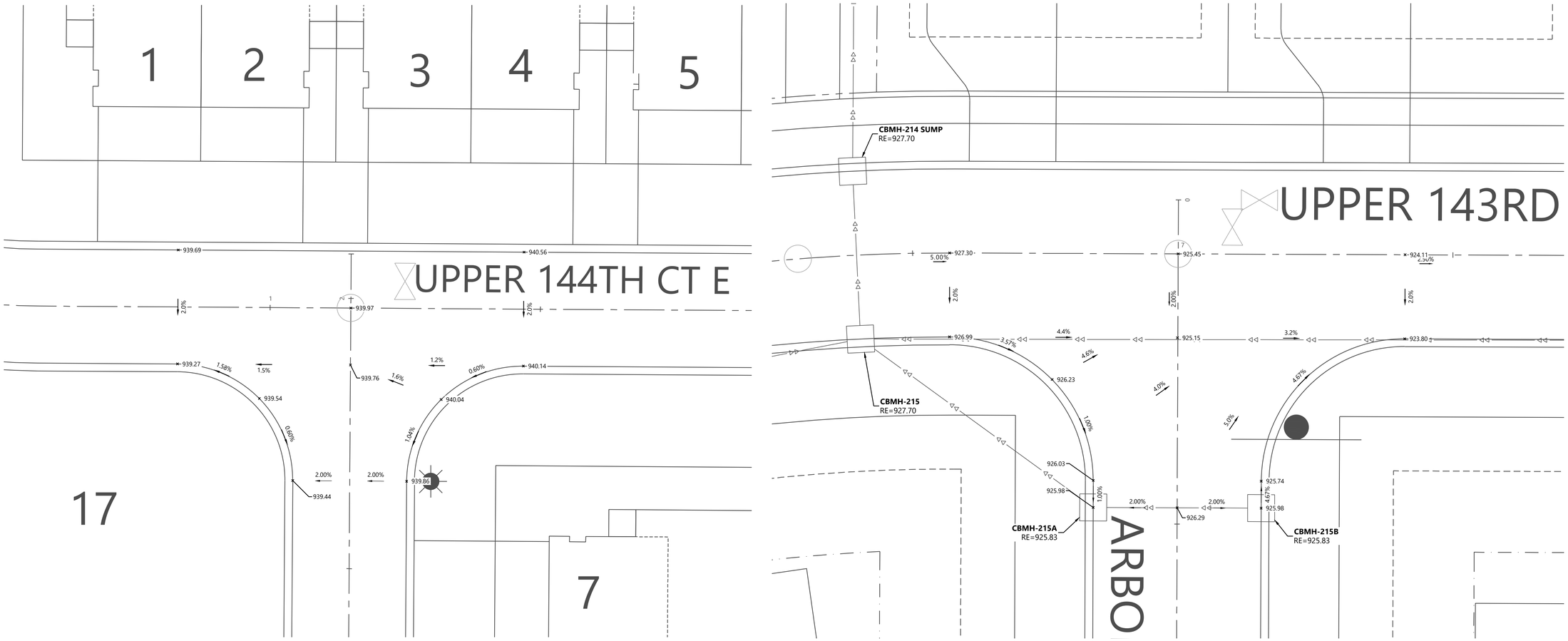

LEGEND

EXISTING	PROPOSED	
× 900.00	× 900.00	GUTTER ELEVATION

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N

1" = 10'

0' 10' 20' 30'

CONSTRUCTION PLANS

N:\0033415.04\DWG\CIVIL\UTILITY\0033415.045-SSF.DWG

TALAMORE 4TH ADDITION

DESIGNED:	CTY
CHECKED:	RMB
DRAWN:	EJK
HORIZONTAL SCALE:	10'
VERTICAL SCALE:	2' or 1'

INITIAL ISSUE: 09/29/23
REVISIONS:
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2 . .
3 . .
4 . .
5 . .

PREPARED FOR:

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16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA 55446

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Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

INTERSECTION DETAILS

PROJECT NUMBER: 0033415.04

SHEET NUMBER: 13 OF 19

DATE: 10/19/23

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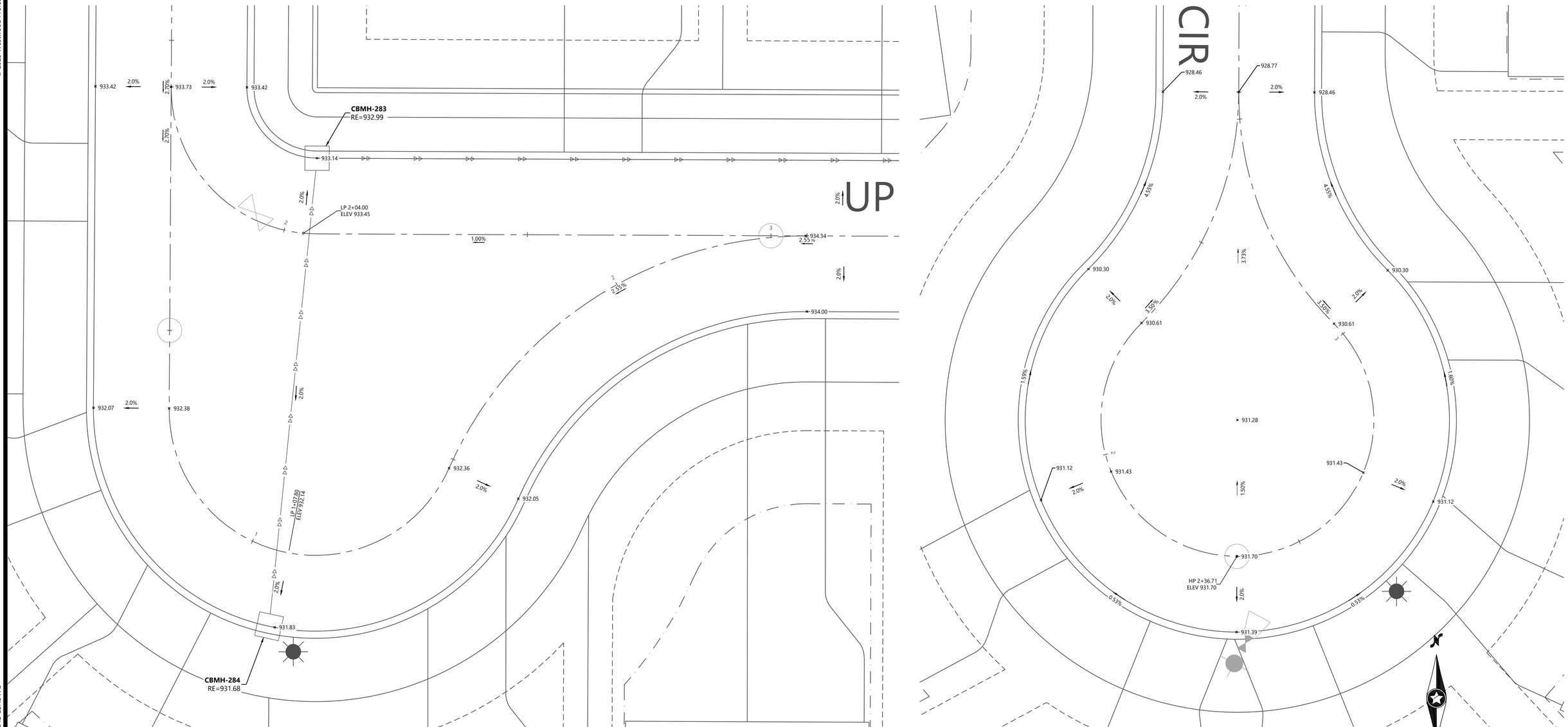

LEGEND

EXISTING	PROPOSED	
900.00	× 900.00	GUTTER ELEVATION

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1" = 10'

0' 10' 20' 30'

CONSTRUCTION PLANS

N:\0033415.04\DWG\CIVIL\UTILITY\0033415.04S-SSF.DWG

TALAMORE 4TH ADDITION

DESIGNED:	CTY
CHECKED:	RMB
DRAWN:	EJK
HORIZONTAL SCALE:	10'
VERTICAL SCALE:	2' or 1'

INITIAL ISSUE: 09/29/23
REVISIONS:
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3 . .
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INTERSECTION DETAILS

PROJECT NUMBER: 0033415.04

SHEET NUMBER: 14 OF 19

DATE: 10/19/23

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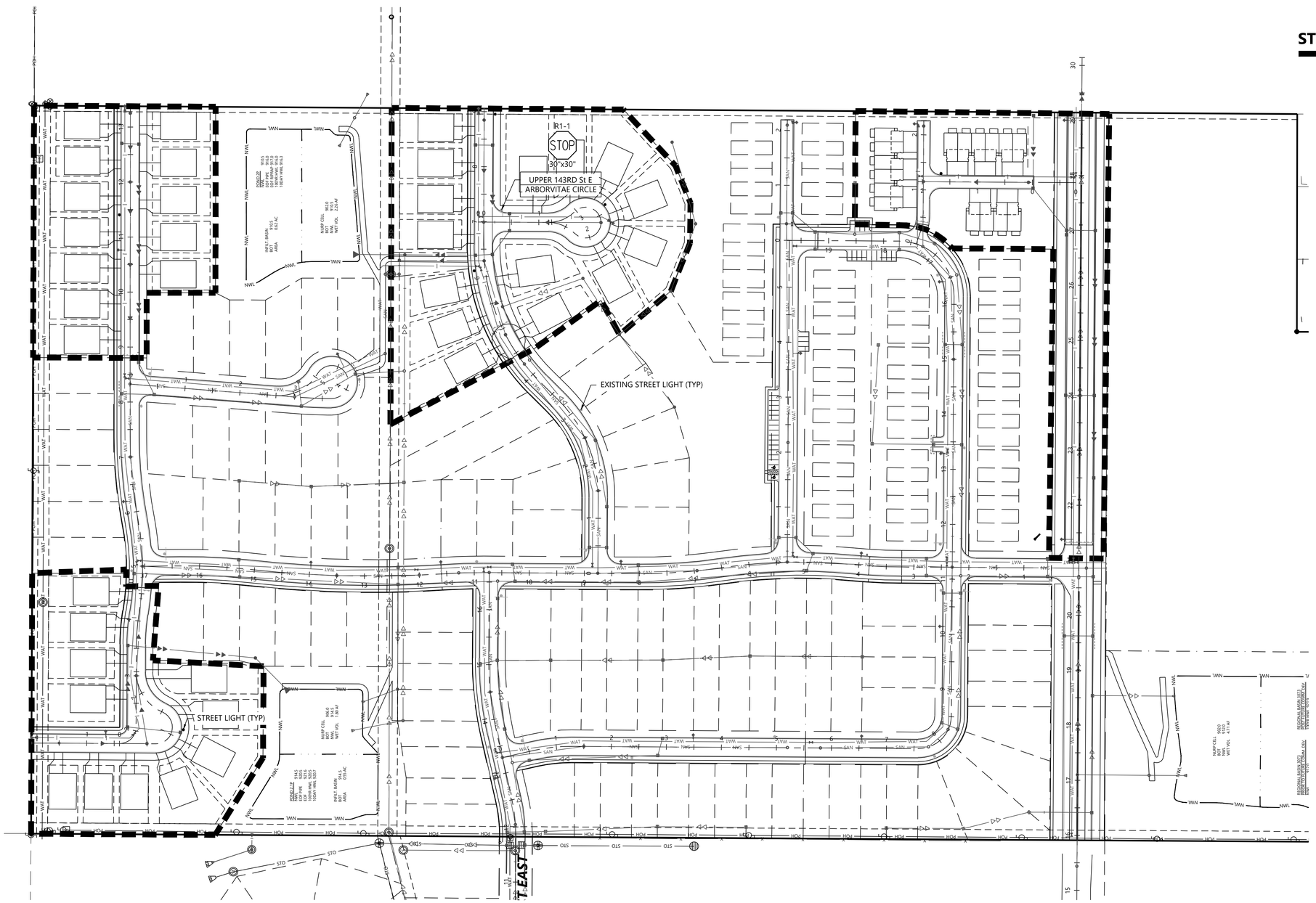
STRIPING, SIGNAGE, AND LIGHTING LEGEND

EXISTING	PROPOSED	
		SIGN (SINGLE POST)
		SIGN (DOUBLE POST)
		STREET LIGHT
		CROSSWALK STRIPING



1" = 100'

0' 100' 200' 300'

CONSTRUCTION PLANS

TALAMORE 4TH ADDITION

N:\0033415.04\DWG\CIVIL\UTILITY\0033415.04S-SS01.DWG

DESIGNED:	CTY
CHECKED:	RMB
DRAWN:	EJK
HORIZONTAL SCALE:	100'
VERTICAL SCALE:	20' or 10'

INITIAL ISSUE: 09/29/23
REVISIONS:
1 10-23-23 REVISED UTILITIES ON ACORN AVE
2 . .
3 . .
4 . .
5 . .

PREPARED FOR:

LENNAR CORPORATION
16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA 55446

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DATE: 10/19/23 LICENSE NO. 41257

TALAMORE 4TH ADDITION
ROSEMOUNT, MINNESOTA

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

SIGNAGE AND LIGHTING PLAN

PROJECT NUMBER: 0033415.04

SHEET NUMBER: 15 OF 19

DATE: 10/19/23

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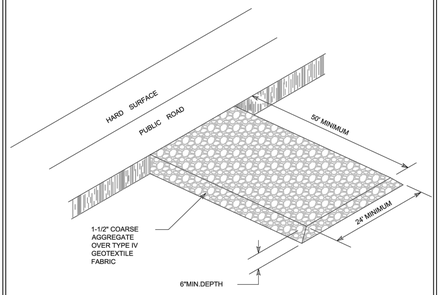
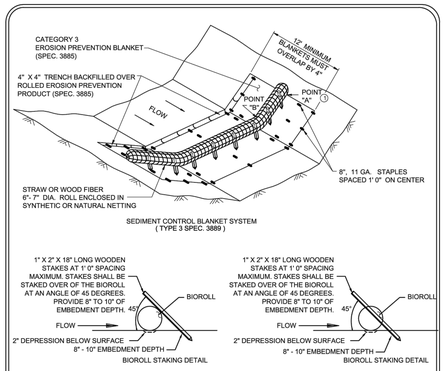


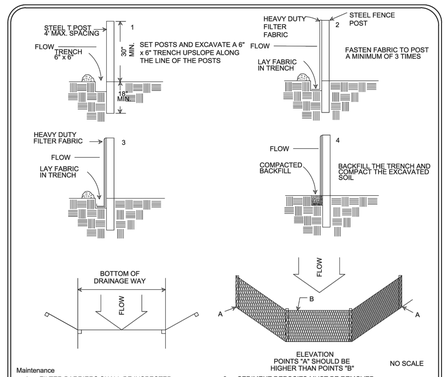
Notes:
1. CRUSHED CONCRETE IS NOT ALLOWED
2. CONSTRUCTION ENTRANCE SHALL BE A MINIMUM OF 24' X 50'
3. GEOTEXTILE FABRIC REQUIRED UNDERNEATH COARSE AGGREGATE
4. MAINTENANCE IS INCIDENTAL

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS		Special Details	
Standard Plate Library for the City of Rosemount	ROCK CONSTRUCTION ENTRANCE	Date: 01-10-06 Revised:	EC-1



Maintenance
1. FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
2. SHOULD THE SEDIMENT CONTROL LOG DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USEABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE SEDIMENT CONTROL LOG SHALL BE REPLACED PROMPTLY.
3. SEDIMENT DEPOSITS MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY 1/3 HEIGHT OF THE BARRIER, OR AS DIRECTED BY THE ENGINEER.
4. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED, SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.
5. ALL MATERIAL & INSTALLATION MUST CONFORM TO THE REQUIREMENTS OF THE CURRENT EDITION OF THE MNDOT CONSTRUCTION SPECIFICATIONS SECTION 3889.

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS		Special Details	
Standard Plate Library for the City of Rosemount	BIO-ROLL BLANKET	Date: 01-19-06 Revised: 02-01-23	EC-2



Maintenance
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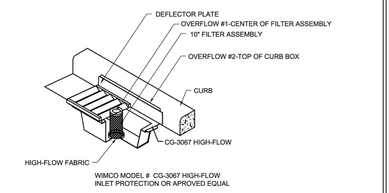
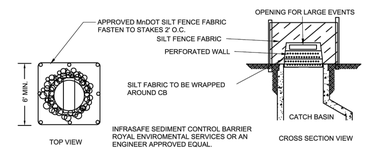
2. SHOULD THE FABRIC DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USEABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
5. WETLANDS, WATER BODIES, STEEP SLOPES, AND HIGHLY ERODABLE SOILS ARE TO BE PROTECTED BY TWO ROWS OF H.I. SILT FENCE PLACED 5 FEET APART.
3. SEDIMENT DEPOSITS MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY 1/3 HEIGHT OF THE BARRIER, OR AS DIRECTED BY THE ENGINEER.
4. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED, SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.
6. ALL MATERIAL & INSTALLATION MUST CONFORM TO THE REQUIREMENTS OF THE CURRENT EDITION OF THE MNDOT CONSTRUCTION SPECIFICATIONS TABLE 3886.2-1, 3886.2-2, 3886.2-3.

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS		Special Details	
Standard Plate Library for the City of Rosemount	PLACEMENT & CONSTRUCTION OF SILT FENCE BARRIER	Date: 01-06-05 Revised: 02-01-23	EC-3

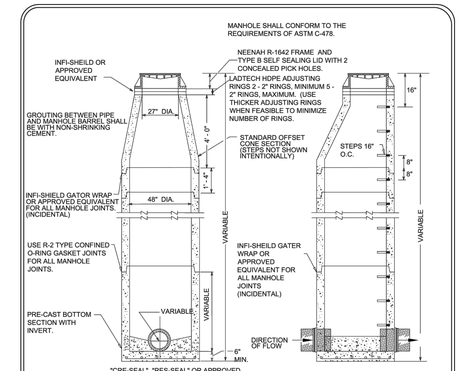


CURB AND GUTTER INLET PROTECTION
NO SCALE



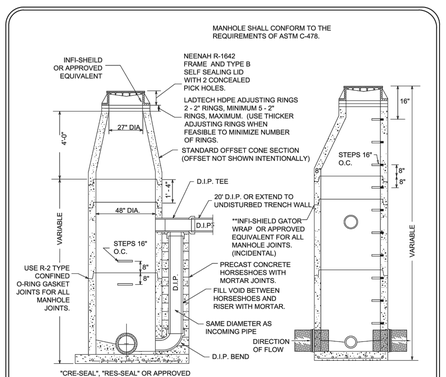
REAR YARD INLET PROTECTION
NO SCALE

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS		Special Details	
Standard Plate Library for the City of Rosemount	STORM SEWER INLET PROTECTION	Date: 01-19-06 Revised:	EC-6



NOTES:
1. ALL CONNECTIONS TO EXISTING STRUCTURES SHALL BE CORE DRILLED
2. MANHOLE STEPS SHALL BE CAST IN ALUMINUM OR MA INDUSTRY WITH VINYL COATING OR APPROVED EQUIVALENT AND SHALL BE LOCATED ON THE DOWN STREAM SIDE OF MANHOLE
3. STEPS SHALL BE PLACED SO THAT THE OFFSET VERTICAL PORTION OF THE CONE IS FACING DOWN STREAM
4. MANHOLE COVERS SHALL BE CAST WITH THE WORDS "SANITARY SEWER"
5. THE INITIAL & FINAL RAISING OF CASTINGS SHALL BE CONSIDERED INCLUDED IN THE UNIT PRICE BID FOR CASTING ASSEMBLY
6. MAXIMUM DEPTH FROM TOP OF CASTING TO FIRST STEP SHALL NOT BE MORE THAN 16"
7. STEPS SHALL ALIGN WITH THE OPENING TO PROVIDE ACCESS TO THE MANHOLES
8. ALL MANHOLES TO HAVE INFI-SHIELD OR ENGINEER APPROVED EQUIVALENT EXTERNAL MANHOLE CHIMNEY SEAL OR AS APPROVED BY ENGINEER

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS		Special Details	
Standard Plate Library for the City of Rosemount	STANDARD MANHOLE FOR SANITARY SEWER	Date: 01-11-06 Revised: 02-08-23	SS-1



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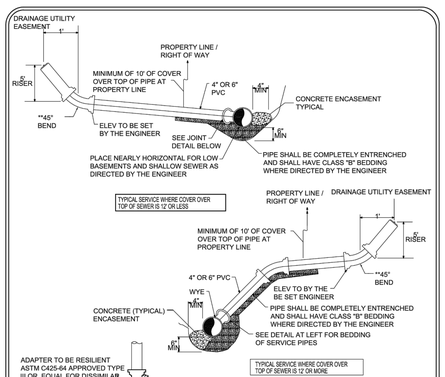
8. ALL MANHOLES TO HAVE INFI-SHIELD OR ENGINEER APPROVED EQUIVALENT EXTERNAL MANHOLE CHIMNEY SEAL OR AS APPROVED BY ENGINEER
9. INSIDE DROPS ARE NOT ALLOWED

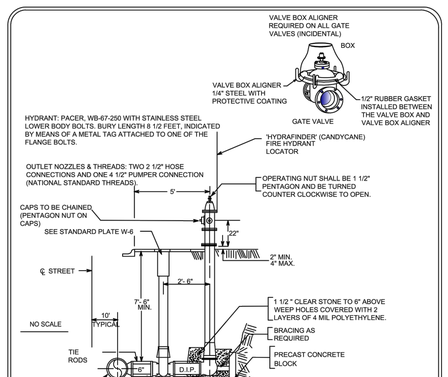
ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS		Special Details	
Standard Plate Library for the City of Rosemount	STANDARD DROP FOR SANITARY SEWER	Date: 01-06-05 Revised: 02-08-23	SS-2



*SANITARY SEWER SERVICE CONNECTION SHALL BE WITH A DIP TEE IN LIEU OF A WYE AND C900 SERVICE PIPE FOR MAINLINE DEPTHS GREATER THAN 20 FEET

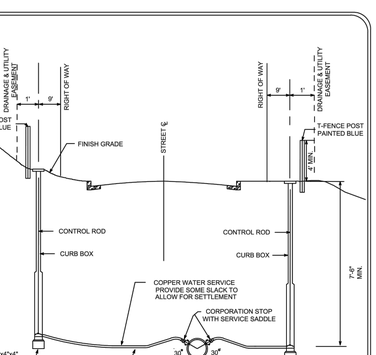
NOTES:
CIP = EXTRA STRENGTH CAST IRON SOIL PIPE.
PVC = POLY-VINYL CHLORIDE SDR 26 OR AS SPECIFIED
1. ALL SERVICE CONNECTIONS INCLUDING NECESSARY BENDS AND SPECIAL FITTINGS SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE BID PER LINEAR FOOT OF 4" OR 6". NO ADDITIONAL COMPENSATION SHALL BE ALLOWED FOR CONCRETE ENCASEMENT OR PIPE BEDDING.
2. ALL SERVICE CONNECTIONS SHALL TERMINATE AT THE PROPERTY LINE OR AS SPECIFIED.
3. SERVICE STUB SHALL BE PLUGGED AND MARKED WITH A 4"x4" TIMBER PROTUDING 3' OUT OF THE GROUND PAINTED GREEN.

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS		Special Details	
Standard Plate Library for the City of Rosemount	TYPICAL SERVICE CONNECTION FOR SANITARY SEWER	Date: 02-14-02 Revised: 02-01-23	SS-3



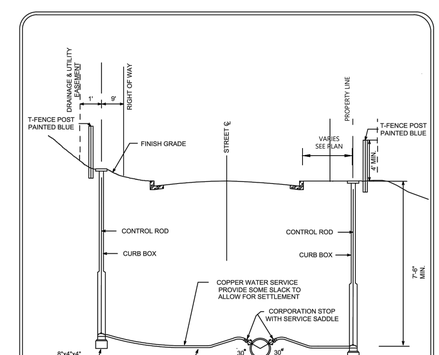
NOTES:
1. HYDRANT COATINGS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED AFTER THE BASE COURSE OF BITUMINOUS IS INSTALLED. PRIME AND PAINT HYDRANTS PER AWWA AND MANUFACTURER'S STANDARDS.
2. ALL HYDRANT LEADS SHALL BE TIED WITH 3/4" STAINLESS STEEL TIE RODS. TIE ROD SHALL EXTEND FROM TEE TO VALVE AND VALVE TO HYDRANT. MEGA LUGS MAY BE USED IN LIEU OF TIE RODS.
3. HYDRANTS SHALL HAVE A 16" BREAK OFF TRAFFIC FLANGE.
4. ALL RODS AND RETAINERS TO BE STAINLESS STEEL.
5. YELLOW "OUT OF ORDER" TAG TO BE INSTALLED ON THE PUMPER CONNECTION AFTER BACKFILL.
6. THE INITIAL & FINAL RAISING OF VALVE BOXES SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
7. TYPICAL HYDRANT SHALL BE PRIMED AND PAINTED "FIRE HYDRANT" RED PER AWWA AND MANUFACTURERS STANDARD.

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS		Special Details	
Standard Plate Library for the City of Rosemount	TYPICAL HYDRANT INSTALLATION	Date: 02-01-98 Revised: 02-01-23	W-1



NOTES:
1. CURB BOXES & RODS SHALL BE ADJUSTABLE UP AND DOWN FOR 7½' OF COVER - MINNEAPOLIS PATTERN.
2. COPPER IS TO BE ONE PIECE, NO JOINTS, COUPLINGS, ETC., ALLOWED FROM MAIN TO CURB STOP
3. WATER SERVICE AND SANITARY SEWER SERVICE SHALL HAVE A 3' HORIZONTAL SEPARATION AND 18" VERTICAL SEPARATION.
4. CURB BOXES LOCATED IN DRIVEWAYS OR PARKING LOTS SHALL BE COVERED WITH A FORD A-1 METER BOX COVER
5. STAMP CONCRETE CURB AT PERPENDICULAR LOCATION TO THE CURB STOP.

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS		Special Details	
Standard Plate Library for the City of Rosemount	TYPICAL WATER SERVICE	Date: 01-06-05 Revised: 02-01-23	W-4



NOTES:
1. CURB BOXES & RODS SHALL BE ADJUSTABLE UP AND DOWN FOR 7½' OF COVER - MINNEAPOLIS PATTERN.
2. COPPER IS TO BE ONE PIECE, NO JOINTS, COUPLINGS, ETC., ALLOWED FROM MAIN TO CURB STOP
3. WATER SERVICE AND SANITARY SEWER SERVICE SHALL HAVE A 3' HORIZONTAL SEPARATION AND 18" VERTICAL SEPARATION.
4. CURB BOXES LOCATED IN DRIVEWAYS OR PARKING LOTS SHALL BE COVERED WITH A FORD A-1 METER BOX COVER
5. STAMP CONCRETE CURB AT PERPENDICULAR LOCATION TO THE CURB STOP.

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS		Special Details	
Standard Plate Library for the City of Rosemount	*MODIFIED FOR MULTIFAMILY UNITS TYPICAL WATER SERVICE	Date: 01-06-05 Revised: 02-01-23	W-4

N:\0033415.04\DWG\CIVIL\UTILITY\0033415.04S-DT01.DWG

TALAMORE 4TH ADDITION

DESIGNED:	CTY
CHECKED:	RMB
DRAWN:	EJK
HORIZONTAL SCALE:	###
VERTICAL SCALE:	## or ##

INITIAL ISSUE: 09/29/23
REVISIONS:
1 . .
2 . .
3 . .
4 . .
5 . .

PREPARED FOR:

LENNAR CORPORATION
16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA 55446

I HEREBY CERTIFY THAT THIS PLAN 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

RYAN BLUHM
DATE: 10/19/23 LICENSE NO. 41257

TALAMORE 4TH ADDITION
ROSEMOUNT, MINNESOTA

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

DETAILS

PROJECT NUMBER: 0033415.04

SHEET NUMBER: 16 OF 19
DATE: 10/19/23

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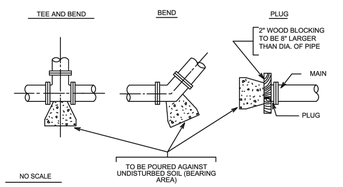
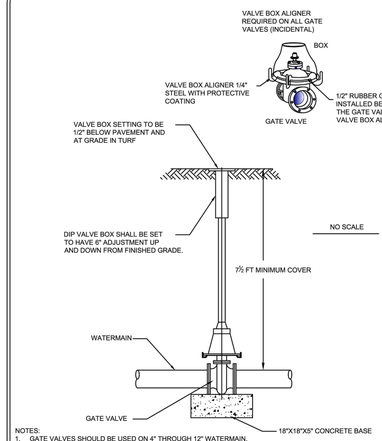
Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance



PIPE SIZE	BEARING AREA
6"	4.0 SQ. FT.
8"	6.0 "
10" - 12"	12.0 "
16"	20.0 "

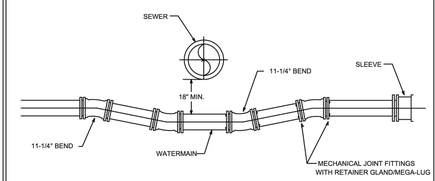
NOTES:
1. THRUST BLOCKING TO BE USED FOR BENDS 22½° AND OVER
2. THRUST BLOCKING SHALL ONLY BE USED WHERE WORKING PRESSURES ARE LESS THEN 150 PSI
3. ALL FITTINGS MUST HAVE MEGA-LUGS. ¾" TIE RODS INSTALLED WHERE NECESSARY TO RESTRAIN ALL JOINTS
4. POURED CONCRETE THRUST BLOCKING WILL BE REQUIRED ON ALL WATERMAIN PLUGS AND ON ALL FITTINGS FOR 12" DIAMETER PIPE AND LARGER

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS	THRUST BLOCKING FOR WATERMAIN	Special Details	
Standard Plate Library for the City of Rosemount		Date: 01-01-95 Revised: 01-06-05	W-5



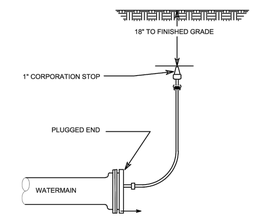
NOTES:
1. GATE VALVES SHOULD BE USED ON 4" THROUGH 12" WATERMAIN.
2. VALVE BOX INSERTS ARE NOT ALLOWED UNLESS APPROVED BY THE ENGINEER.
3. VALVE BOXES SHALL BE INSTALLED PLUMB AND SHALL ALLOW A 4" P.V.C. PIPE TO PASS ENTIRELY OVER THE GATE VALVE NUT AFTER INSTALLATION IS COMPLETE.
4. ALL VALVES SHALL BE TIED WITH ¾" STAINLESS STEEL THREADED TIE RODS TO THE MAIN. MEGA LUGS MAY BE USED IN LIEU OF TIE RODS.
5. THE INITIAL & FINAL RAISING OF VALVE BOXES SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
6. STAMP CONCRETE CURB AT PERPENDICULAR LOCATION OF GATE VALVE IN GREEN AREAS.

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS	GATE VALVE AND BOX INSTALLATION	Special Details	
Standard Plate Library for the City of Rosemount		Date: 02-01-98 Revised: 02-08-23	W-6



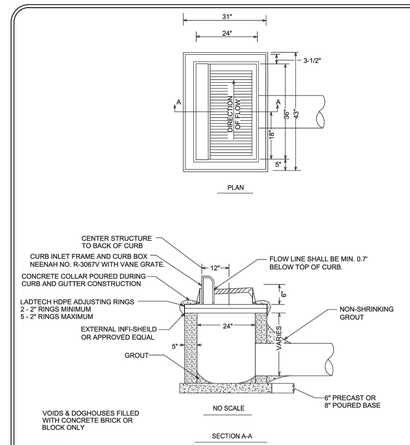
NOTES:
1. MINIMUM OF FOUR (4) 11¼° BENDS.
2. ¾" STAINLESS STEEL TIE RODS INSTALLED TO RESTRAIN ALL JOINTS.
3. INSULATION IS REQUIRED WHEN 18" MINIMUM IS NOT MET.

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS	WATERMAIN OFFSET	Special Details	
Standard Plate Library for the City of Rosemount		Date: 02-01-97 Revised: 02-01-23	W-7



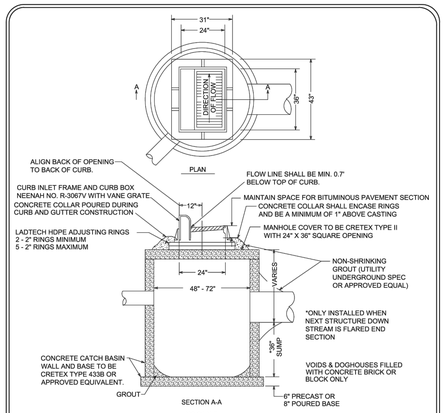
NOTES:
1. RE-USE AIR BLEED LINES AND PLUGS ON NEW CONSTRUCTION. INSTALLATION TO BE MADE AT NO ADDITIONAL COMPENSATION. FURNISH NEW GASKETS WHERE REQUIRED.
2. ALL WORK AND MATERIALS TO BE INCIDENTAL TO THE PROJECT.
3. AIR BLEED INSTALLATION SHALL BE REMOVED AFTER COMPLETION OF TESTING.

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS	AIR BLEED INSTALLATION	Special Details	
Standard Plate Library for the City of Rosemount		Date: 01-01-95 Revised: 02-08-23	W-8



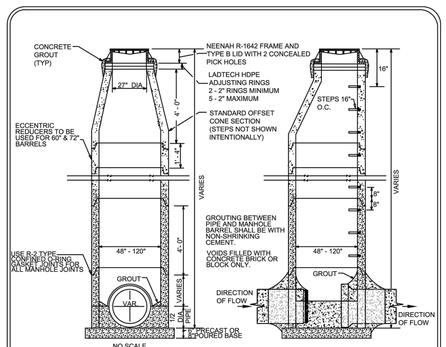
NOTES:
1. REINFORCING TO CONSIST OF #4 BARS @ 8" O.C., 4' MINIMUM LENGTH, EACH SIDE OF CASTING
2. GROUT BOTTOM TO DRAIN TO CENTER
3. PIPE CUT-OUTS TO BE LOCATED WHERE REQUIRED
4. INLET PROTECTION TO BE INSTALLED IN CATCH BASIN AND MAINTAINED AS DIRECTED BY THE ENGINEER

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS	STANDARD CATCH BASIN	Special Details	
Standard Plate Library for the City of Rosemount		Date: 03-01-01 Revised: 01-21-15	SD-1



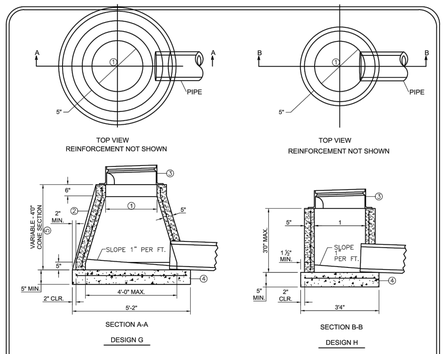
NOTES:
1. REINFORCING TO CONSIST OF #4 BARS @ 8" O.C., 4' MINIMUM LENGTH, EACH SIDE OF CASTING
2. MANHOLE STEPS SHALL BE CAST ALUMINUM OR MA INDUSTRY WITH VINYL COATING OR APPROVED EQUIVALENT AND SHALL BE LOCATED @ 16" O.C. PARALLEL WITH THE CURB
3. GROUT BOTTOM TO DRAIN TO CENTER
4. PIPE CUT-OUTS TO BE LOCATED WHERE REQUIRED
5. INLET PROTECTION TO BE INSTALLED IN CATCH BASIN AND MAINTAINED AS DIRECTED BY THE ENGINEER
6. STEPS SHALL ALIGN WITH THE OPENING TO PROVIDE ACCESS TO THE CATCH BASIN
7. MAXIMUM DEPTH FROM TOP OF CASTING TO FIRST STEP SHALL NOT BE MORE THAN 16"

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS	CATCH BASIN SUMP MANHOLE	Special Details	
Standard Plate Library for the City of Rosemount		Date: 03-01-01 Revised: 02-08-23	SD-2



NOTES:
1. MANHOLE STEPS SHALL BE CAST ALUMINUM OR MA INDUSTRY WITH VINYL COATING OR APPROVED EQUIVALENT AND SHALL BE LOCATED ON THE DOWN STREAM SIDE OF THE MANHOLE
2. STEPS SHALL BE PLACED SO THAT THE OFFSET VERTICAL PORTION OF THE CONE IS FACING DOWN STREAM
3. MANHOLE COVER SHALL BE CAST WITH THE WORDS "STORM SEWER"
4. THE INITIAL AND FINAL RAISING OF CASTINGS SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT
5. MAXIMUM DEPTH FROM TOP OF CASTING TO FIRST STEP SHALL NOT BE MORE THAN 16"
6. STEPS SHALL ALIGN WITH THE OPENING TO PROVIDE ACCESS TO THE MANHOLE

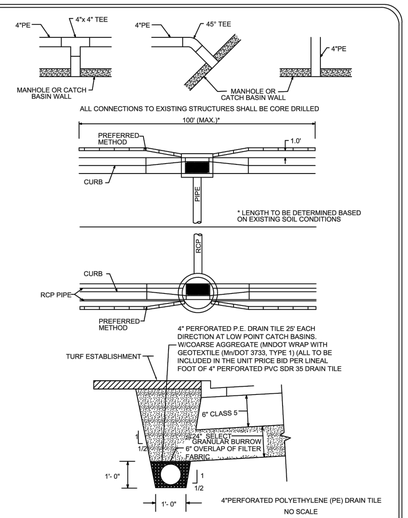
ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS	STANDARD MANHOLE FOR STORM DRAIN	Special Details	
Standard Plate Library for the City of Rosemount		Date: 01-06-05 Revised: 01-21-15	SD-3



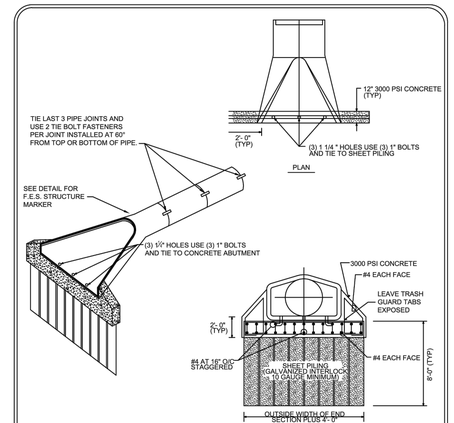
NOTE:
REINFORCING: SINGLE LINE STEEL WIRE FABRIC HAVING AN AREA OF NOT LESS THAN 0.12 SQ. IN. PER FOOT OF HEIGHT.

① 2'3" NOM. OPENING.
② A STRAIGHT TAPERED WALL IS ACCEPTABLE.
③ REFER TO PLAN FOR CASTINGS REQUIRED. USE LADTECH HDPE ADJUSTING RINGS WHERE NECESSARY. CASTING INCLUDED IN PAYMENT FOR EACH CATCH BASIN.
④ 9 IN. POURED CONCRETE BASE. BASE REINFORCEMENT: 0.12 SQ. IN. PER FT. IN EACH DIRECTION. AN APPROVED ALTERNATE PRECAST CONCRETE BASE MAY BE USED.
⑤ HEIGHT OF STRUCTURE MAY BE INCREASED UP TO 1 FT. BY THE USE OF A PRECAST SECTION OR CONCRETE BLOCK CONSTRUCTION ABOVE THE CONE SECTION.

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS	CATCH BASIN DESIGN G & H	Special Details	
Standard Plate Library for the City of Rosemount		Date: 02-02-07 Revised:	SD-5



ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS	4" PERFORATED PE SUBDRAIN	Special Details	
Standard Plate Library for the City of Rosemount		Date: 01-06-05 Revised: 02-08-23	SD-7



NOTE:
THIS DRAWING IS TYPICAL FOR ALL FLARED END SECTIONS 24 INCHES IN DIAMETER OR LARGER.
ALL TRASH GUARDS WILL BE GALVANIZED.

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS	FES SHEET PILING	Special Details	
Standard Plate Library for the City of Rosemount		Date: 01-13-06 Revised: 03-17-08	SD-8

N:\0033415.04\DWG\CIVIL\UTILITY\0033415.045-DT01.DWG

TALAMORE 4TH ADDITION

DESIGNED:	CTY
CHECKED:	RMB
DRAWN:	EJK
HORIZONTAL SCALE:	###
VERTICAL SCALE:	## or ##

INITIAL ISSUE: 09/29/23
REVISIONS:
1 . .
2 . .
3 . .
4 . .
5 . .
6 . .

PREPARED FOR:

LENNAR CORPORATION
16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA 55446

I HEREBY CERTIFY THAT THIS PLAN 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

RYAN BLUHM

DATE: 10/19/23 LICENSE NO. 41257

TALAMORE 4TH ADDITION
ROSEMOUNT, MINNESOTA

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

DETAILS

PROJECT NUMBER: 0033415.04

SHEET NUMBER: 17 OF 19

DATE: 10/19/23

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

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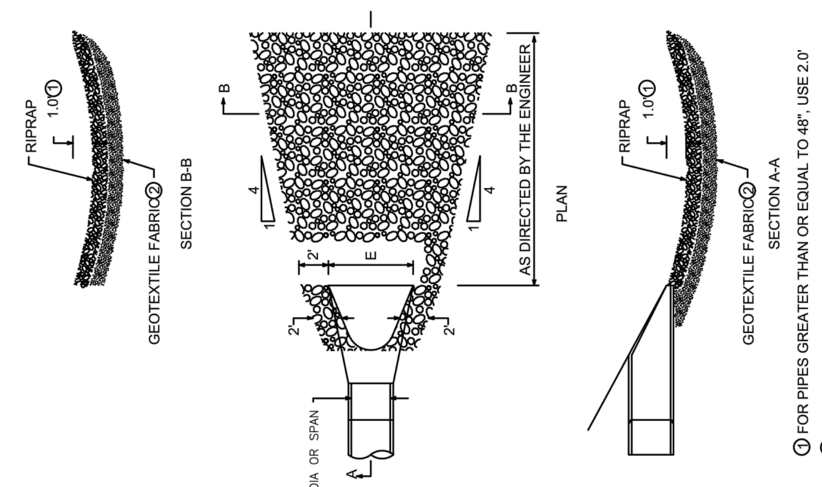


① FOR PIPES GREATER THAN OR EQUAL TO 48", USE 2.0'
② THE FABRIC SHOULD COVER THE AREA OF THE RIPRAP AND EXTEND UNDER THE CULVERT APRON 3 FEET.
③ GROUT REQUIRED ON 21" & GREATER DIA. PIPE OR AS DIRECTED BY ENGINEER. SEE DETAIL SD-10

TABLE OF QUANTIES

RIPRAP AT RCP OUTLETS

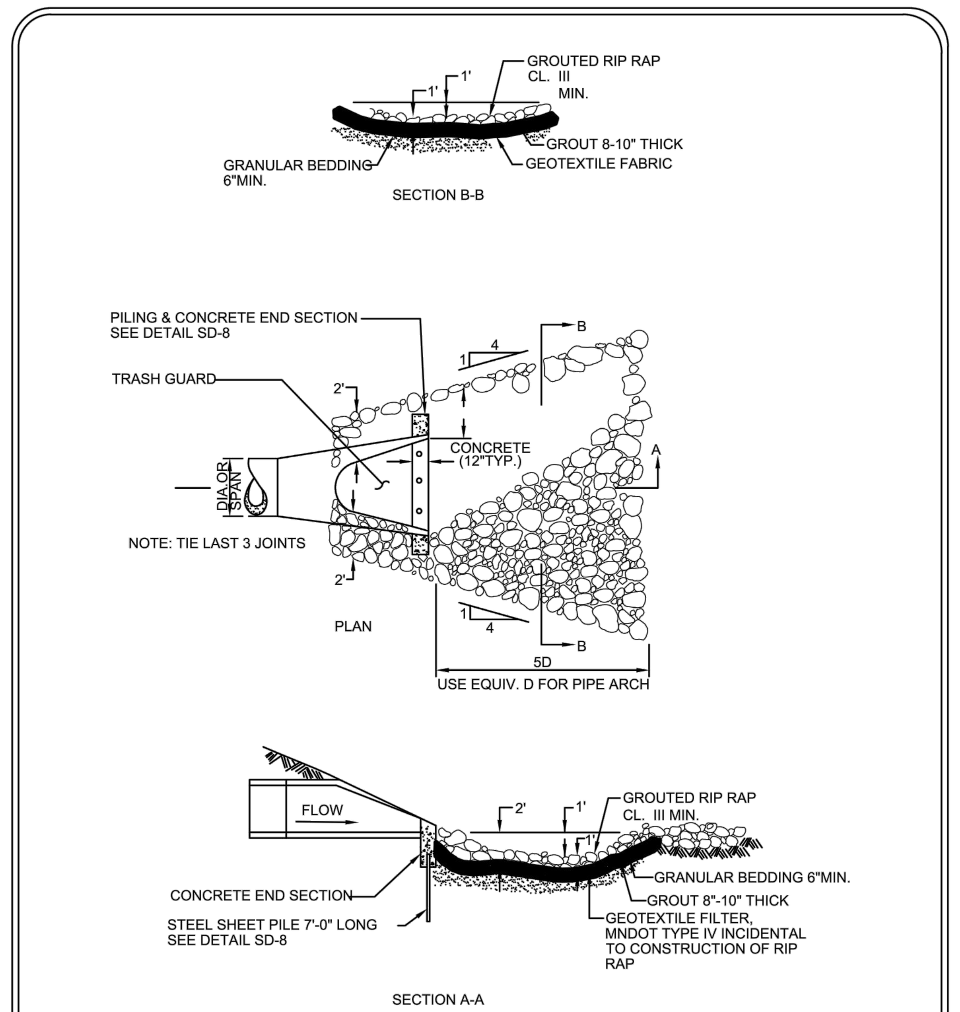
DIA ROUND PIPE	CLASS III D 50 = 9": 15" DEPTH RIPRAP	CLASS III D 50 = 9": 7.5" DEPTH GRANULAR FILTER	CLASS IV D 50 = 12": 18" DEPTH RIPRAP	CLASS IV D 50 = 12": 9" DEPTH GRANULAR FILTER	CLASS V D 50 = 15": 24" DEPTH RIPRAP	CLASS V D 50 = 15": 12" DEPTH GRANULAR FILTER
(IN)	(CU YD)	(CU YD)	(CU YD)	(CU YD)	(CU YD)	(CU YD)
12	2.1	1.1	2.6	1.3	3.4	1.7
15	2.9	1.4	3.5	1.7	4.6	2.3
18	3.6	1.8	4.4	2.2	5.8	2.9
21	4.6	2.3	5.6	2.8	7.4	3.7
24	5.8	2.9	6.9	3.5	9.2	4.6
27	6.9	3.4	8.3	4.1	11.0	5.5
30	8.3	4.1	9.9	5.0	13.2	6.6
36	11.0	5.5	13.2	6.6	17.6	8.8
42	13.6	6.8	16.4	8.2	21.8	10.9
48	16.8	8.4	20.1	10.1	26.8	13.4
54	19.8	9.9	23.7	11.9	31.6	15.8
60	23.0	11.5	27.6	13.8	36.8	18.4
66	27.0	13.5	32.4	16.2	43.2	21.6
72	31.1	15.6	37.4	18.7	49.8	24.9
84	40.0	20.0	48.0	24.0	64.0	32.0
90	45.5	22.8	54.6	27.3	72.8	36.4

RIPRAP AT RCP-A OR BOXES OF EQUIVALENT SPAN WIDTH

SPAN ROUND PIPE	CLASS III D 50 = 9": 15" DEPTH RIPRAP	CLASS III D 50 = 9": 7.5" DEPTH GRANULAR FILTER	CLASS IV D 50 = 12": 18" DEPTH RIPRAP	CLASS IV D 50 = 12": 9" DEPTH GRANULAR FILTER	CLASS V D 50 = 15": 24" DEPTH RIPRAP	CLASS V D 50 = 15": 12" DEPTH GRANULAR FILTER
(IN)	(CU YD)	(CU YD)	(CU YD)	(CU YD)	(CU YD)	(CU YD)
22	3.6	1.8	4.4	2.2	5.8	2.9
28	5.8	2.9	6.9	3.5	9.2	4.6
36	8.1	4.1	9.8	4.9	13.0	6.5
43	11.0	5.5	13.2	6.6	17.6	8.8
51	13.6	6.8	16.4	8.2	21.8	10.9
58	16.5	8.3	19.8	9.9	26.4	13.2
65	19.8	9.9	23.7	11.9	31.6	15.8
73	23.3	11.6	27.9	14.0	31.2	18.6
88	32.4	16.2	38.9	19.4	51.8	25.9
102	43.5	21.8	52.2	26.1	69.6	34.8
115	44.0	22.0	52.8	26.4	70.4	35.2
122	49.3	24.6	59.1	29.6	78.8	39.4
138	61.3	30.6	73.5	36.8	98.0	49.0
154	74.4	37.2	89.3	44.6	119.0	59.5

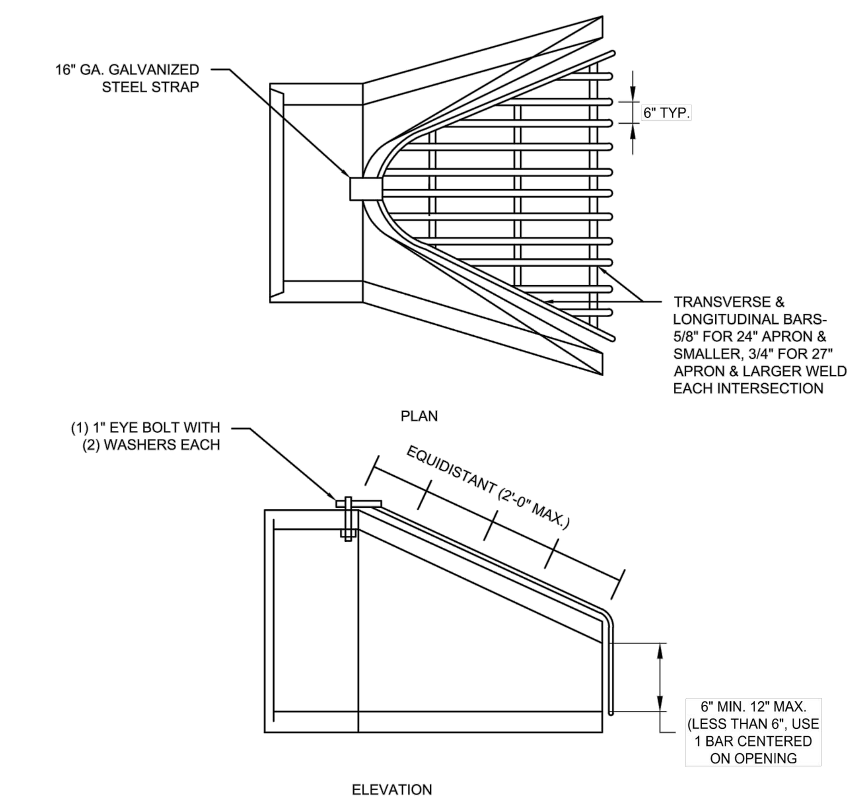
NOTE: REQUIREMENTS FOR RIPRAP SIZE, THICKNESS, WILL BE DESIGNATED IN PLANS.

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS
Standard Plate Library for the City of Rosemount
RIPRAP DETAILS
Special Details
Date: 01-06-05
Revised: 03-17-08
SD-9



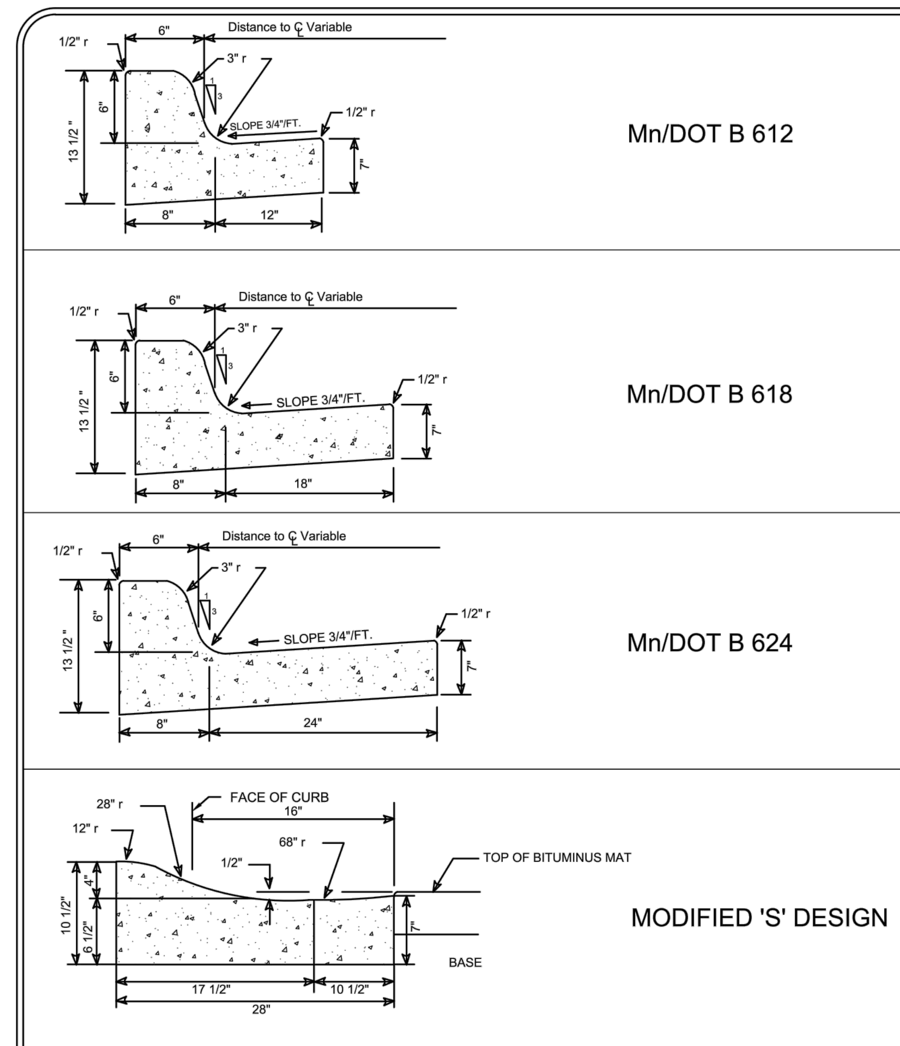
NOTES:
1. CONCRETE GROUT MATERIAL WILL BE USED ON ALL PIPE OUTLETS 21" DIA. OR LARGER.
2. PLACE RIPRAP INTO THE CONCRETE GROUT AFTER THE GROUT HAS BEEN PLACED AT A 8"-10" UNIFORM DEPTH.
3. DIMENSIONS AND C.Y. OF CONCRETE WILL BE DETERMINED BY ENGINEER.

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS
Standard Plate Library for the City of Rosemount
GROUTED RIPRAP AT OUTLETS
Special Details
Date: 01-19-06
Revised: 03-18-08
SD-10



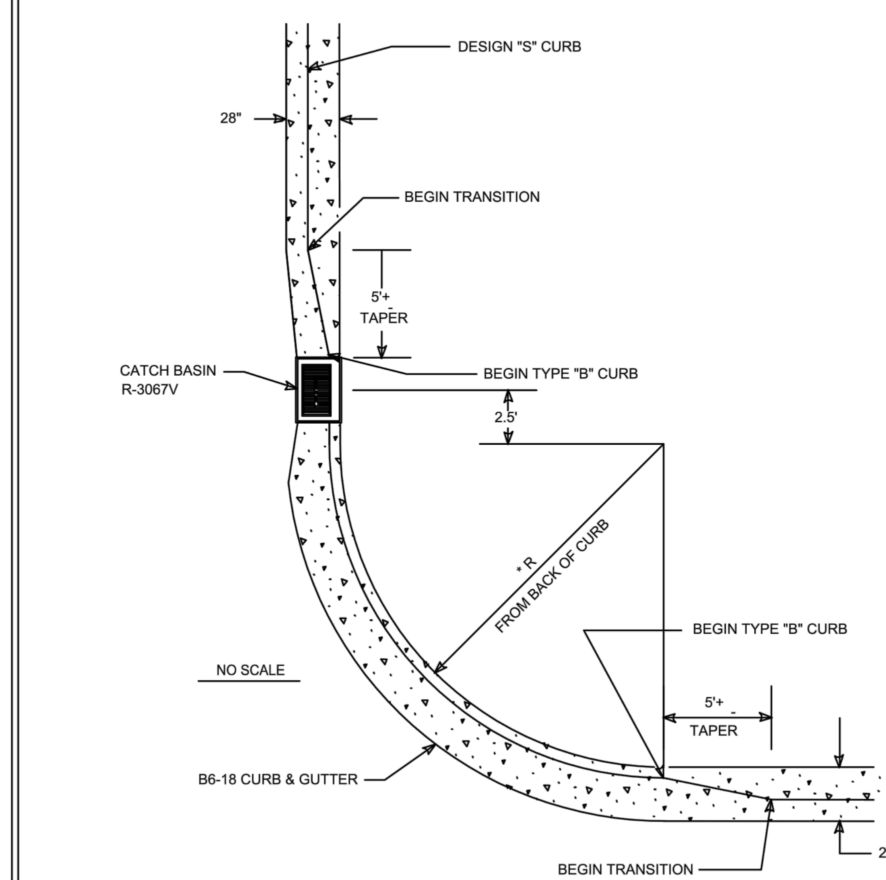
NOTES:
1. ENTIRE TRASH GUARD ASSEMBLY TO BE HOT-DIP=GALVANIZED AFTER FABRICATION.
2. SIZE OF TRASH GUARD VARIABLE DEPENDENT ON SIZE OF FLARED END SECTION.
3. PLACE TRASH GUARDS ON APRONS 18" AND LARGER, UNLESS OTHERWISE NOTED.
4. TRASH GUARDS ONLY INSTALLED ON APRONS LARGER THAN18".

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS
Standard Plate Library for the City of Rosemount
TRASH GUARD FOR STORM SEWER APRONS
Special Details
Date: 01-21-15
Revised:
SD-11



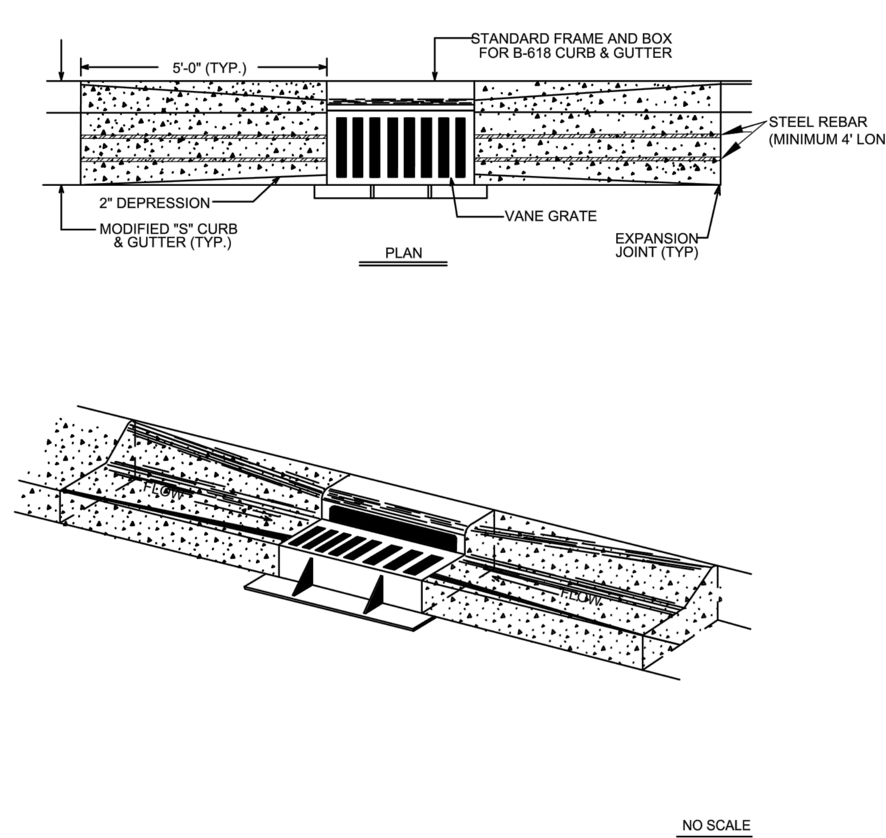
NOTES:
1. MINIMUM OF 3" CLASS 5 AGGREGATE BASE UNDER ALL CURB AND GUTTER.
2. STAMP "W" AT CURB STOP AND VALVE BOX LOCATIONS.

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS
Standard Plate Library for the City of Rosemount
CONCRETE CURB AND GUTTER
Special Details
Date: 01-06-05
Revised: 02-01-23
ST-1



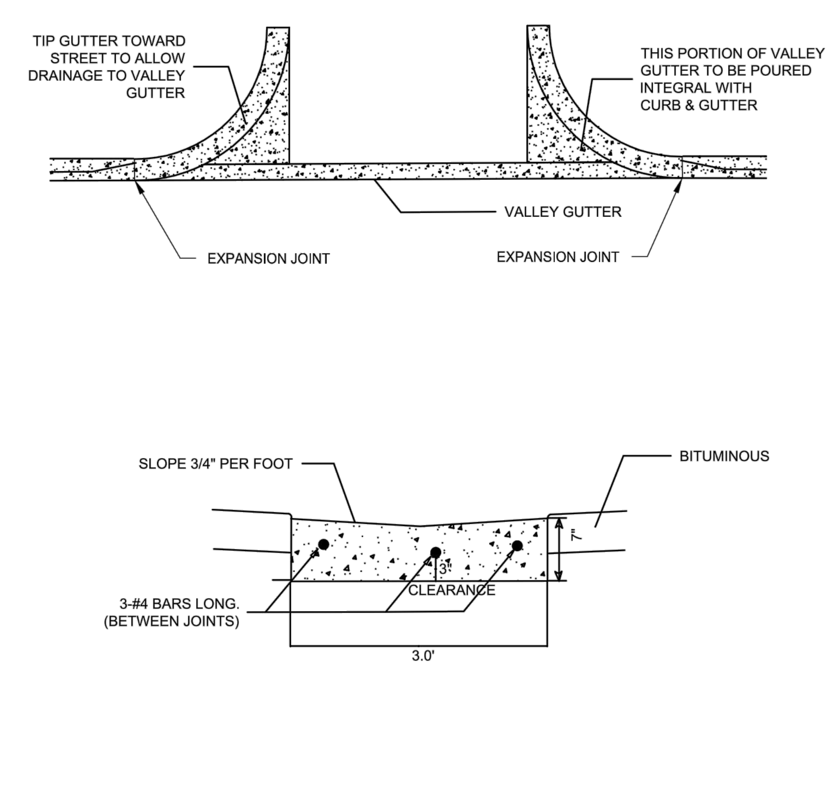
NOTES:
1. SEE STANDARD DETAIL PLATE FOR CONCRETE CURB AND GUTTER DETAILS

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS
Standard Plate Library for the City of Rosemount
STANDARD STREET RADIOUS FOR CONCRETE CURB AND GUTTER
Special Details
Date: 01-01-95
Revised: 01-06-05
ST-2



NOTES:
1. MODIFIED "S" CURB AND GUTTER TO BE FORMED INTO B618 TYPE CURB AT CATCH BASIN CASTING

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS
Standard Plate Library for the City of Rosemount
SURMOUNTABLE CURB AND GUTTER AT CATCH BASIN
Special Details
Date: 01-06-05
Revised: 03-02-10
ST-3

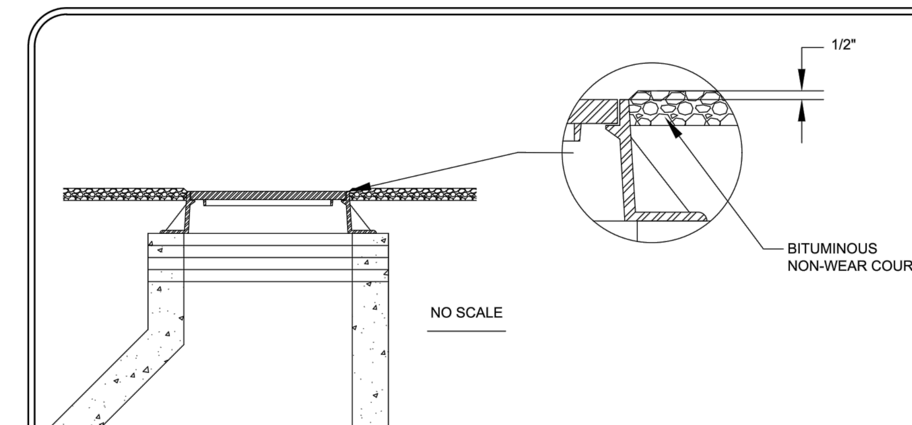


NOTES:
1. SEE PLATE NO. ST-2 FOR CONCRETE CURB AND GUTTER DETAILS
2. #4 ROD TO BE USED IN VALLEY GUTTER FROM EXPANSION JOINT TO EXPANSION JOINT
3. PAID AS 7" CONCRETE VALLEY GUTTER

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS
Standard Plate Library for the City of Rosemount
TYPICAL CONCRETE VALLEY GUTTER
Special Details
Date: 02-04-02
Revised: 02-08-23
ST-7

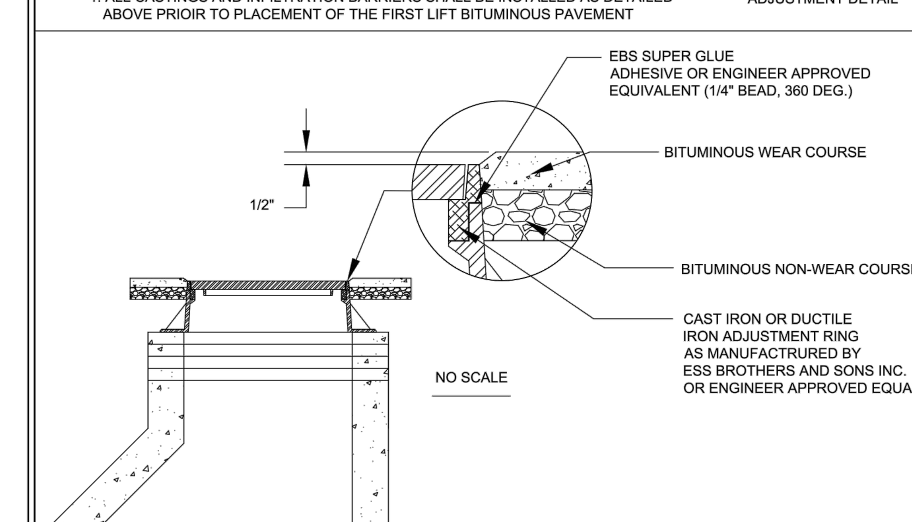
TRUNCATED DOMES TO BE RED

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS
Standard Plate Library for the City of Rosemount
PEDESTRIAN RAMP
Special Details
Date: 02-08-2023
Revised:
ST-8



NOTES:
1. ALL CASTINGS AND INFILTRATION BARRIERS SHALL BE INSTALLED AS DETAILED ABOVE PRIOIR TO PLACEMENT OF THE FIRST LIFT BITUMINOUS PAVEMENT

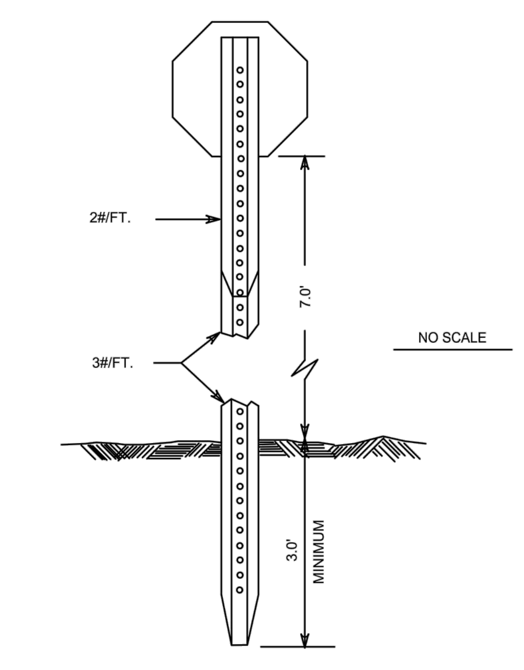
BITUMINOUS BASE COURSE ADJUSTMENT DETAIL



NOTES:
1. THE HEIGHT OF THE CAST IRON OR DUCTILE IRON ADJUSTMENT RING IS DETERMINED BY THE THICKNESS OF THE WEAR COURSE.
2. CAST IRON OR DUCTILE IRON ADJUSTMENT RINGS TO BE INSTALLED AS PER MANUFACTURE'S RECOMENDATION.

BITUMINOUS WEAR COURSE ADJUSTMENT DETAIL

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS
Standard Plate Library for the City of Rosemount
CASTING ADJUSTMENT DETAIL
Special Details
Date: 11-26-05
Revised:
ST-9



TRAFFIC SIGN SPECIFICATIONS

STOP SIGN SHALL BE R1-1, 30" X 30" OR AS DIRECTED BY CITY ENGINEER. STOP SIGN AND STREET SIGNS SHALL NOT BE INSTALLED ON THE SAME POST.

ALUMINUM SHALL BE 5052-H38 OR 6061-T6 ALLOY.
GAUGE SHALL BE: .080 ON THE LONGEST SIDE UP TO 30"
.100 ON THE LONGEST SIDE OVER 30"

REFLECTING SHEETING SHALL BE DIAMOND GRADE 3 (DG3). ALL SIGNS CONFORM TO SECTION 3352, SIGNS AND MARKERS STANDARD SPECIFICATIONS FOR HIGHWAY

CHANNEL POST SPECIFICATIONS

GALVANIZED STEEL CHANNEL POSTS SHALL WEIGH 2LB./FT. OR 3LB./FT. AS REQUIRED. POSTS SHALL BE PUNCHED ON 1" CC. POSTS SHALL BE OF THE 4-RIB DESIGN.

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS
Standard Plate Library for the City of Rosemount
TRAFFIC SIGN
Special Details
Date: 01-06-05
Revised: 02-01-23
SI-1

N:\0033415.04\DWG\CIVIL\UTILITY\0033415.04S-DT01.DWG

TALAMORE 4TH ADDITION

DESIGNED:	CTY
CHECKED:	RMB
DRAWN:	EJK
HORIZONTAL SCALE:	###
VERTICAL SCALE:	## or ##

INITIAL ISSUE: 09/29/23
REVISIONS:

PREPARED FOR:

LENNAR CORPORATION
16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA 55446

I HEREBY CERTIFY THAT THIS PLAN 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
RYAN BLUHM
DATE: 10/19/23 LICENSE NO. 41257

TALAMORE 4TH ADDITION
ROSEMOUNT, MINNESOTA

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

DETAILS

PROJECT NUMBER: 0033415.04

SHEET NUMBER: 18 OF 19
DATE: 10/19/23

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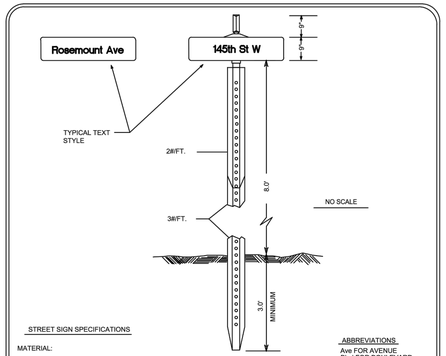


STREET SIGN SPECIFICATIONS

MATERIAL:

ALUMINUM BLANKS SHALL BE CONSTRUCTED OF 5052-H38 ALLOY, HAVE A GAUGE OF .080, BE NOTCHED FOR USE WITH E-450 BRACKETS, HAVE HOLES PUNCHED AT EACH END FOR BOLTING TOGETHER AND BE 9" AS REQUIRED. BLANKS SHALL HAVE 1 1/2" ROUND CORNERS.

PLATES SHALL BE COVERED WITH DIAMOND GRADE 3 (DG3) REFLECTIVE SHEETING, WHITE ON GREEN. (PRIVATE STREETS SHALL BE WHITE ON BROWN) LETTERING SHALL BE SERIES C, 6" U.C. AND 4.5" L.C.

E-450 BRACKETS ARE TO BE ALUMINUM DESIGNED FOR USING 9" PLATES AS REQUIRED.

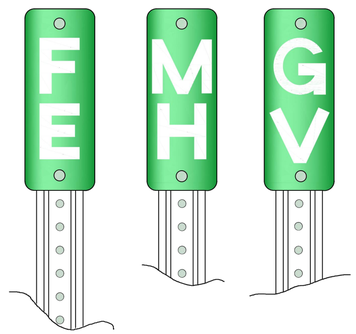
CHANNEL POSTS SPECIFICATIONS

GALVANIZED STEEL POSTS USED FOR MOUNTING STREET NAME/TRAFFIC SIGNS, SHALL VARY IN LENGTH, SHALL BE 2LB./FT OR 3LB./FT. AS REQUIRED.

ABBREVIATIONS

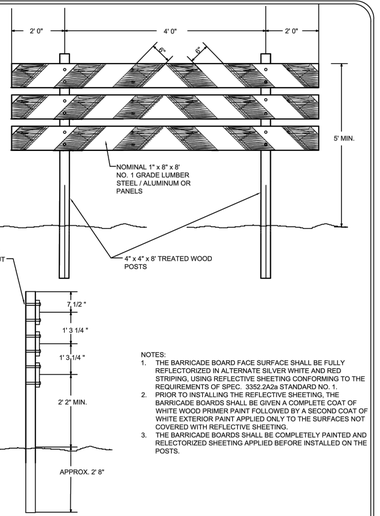
Ave FOR AVENUE
Blvd FOR BOULEVARD
Cir FOR CIRCLE
Ct FOR COURT
Dr FOR DRIVE
E FOR EAST
Pkwy FOR PARKWAY
Pl FOR PLACE
St FOR STREET
Ter FOR TERRACE
Trl FOR TRAIL
W FOR WEST

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS Standard Plate Library for the City of Rosemount	TYPICAL STREET SIGNS	Special Details Date: 01-06-05 Revised: 02-18-12	SI-2



NOTES:
1. STRUCTURE MARKER SIGNS SHALL BE FURNISHED AND INSTALLED FOR ALL STRUCTURES LOCATED OUTSIDE OF THE STREET RIGHT OF WAY AND SHALL BE CONSIDERED INCIDENTAL.
2. 0.063" THICK ALUMINUM SIGN. WHITE LETTERS ON GREEN DIAMOND GRADE 3 (DG3) REFLECTORIZED BACKGROUND. 4 INCH WIDTH.
3. U-CHANNEL POST, MINIMUM 1.2LB./FT. 6'- 6" LONG, GALVANIZED STEEL.

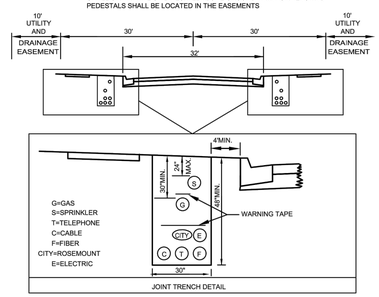
ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS Standard Plate Library for the City of Rosemount	STRUCTURE MARKER SIGN	Special Details Date: 01-26-06 Revised: 02-08-23	SI-3



NOTES:
1. THE BARRICADE BOARD FACE SURFACE SHALL BE FULLY REFLECTORIZED IN ALTERNATE SILVER WHITE AND RED STRIPING, USING REFLECTIVE SHEETING CONFORMING TO THE REQUIREMENTS OF SPEC. 3352.2A2a STANDARD NO. 1.
2. PRIOR TO INSTALLING THE REFLECTIVE SHEETING, THE BARRICADE BOARDS SHALL BE GIVEN A COMPLETE COAT OF WHITE WOOD PRIMER PAINT FOLLOWED BY A SECOND COAT OF WHITE EXTERIOR PAINT APPLIED ONLY TO THE SURFACES NOT COVERED WITH REFLECTIVE SHEETING.
3. THE BARRICADE BOARDS SHALL BE COMPLETELY PAINTED AND RELECTORIZED SHEETING APPLIED BEFORE INSTALLED ON THE POSTS.

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS Standard Plate Library for the City of Rosemount	PERMANENT BARRICADE	Special Details Date: 02-02-07 Revised:	SI-4

NOTE:
A PERMIT IS REQUIRED TO WORK IN THE PUBLIC RIGHT OF WAY AND DRAINAGE AND UTILITY EASEMENTS. THIS INCLUDES INSTALLATION OF SMALL OR PRIVATE UTILITIES. ALL ABOVE GROUND TRANFORMERS AND PEDESTALS SHALL BE LOCATED IN THE EASEMENTS



NOTES:
1. GAS MAIN SHALL HAVE LOCATE WIRE, 30"MIN.COVER AND 12"MIN. SEPARATION FROM OTHER UTILITIES.
2. ALL SMALL UTILITIES INCLUDING GAS MAINS ON NEW AND RECONSTRUCTED PROJECTS SHALL BE DUAL MAIN, ONE ON EACH SIDE OF STREET
3. WARNING TAPE REQUIRED MIN. 12" ABOVE ALL UTILITIES. IRRIGATION IN BOULEVARD SHALL BE PRESSURE TESTED
4. PLASTIC PIPE TESTED TO TWICE THE OPERATING PRESSURE AND TO BE SEAMLESS (NO JOINTS). A THREE YEAR LONG MANTENANCE BOND IS REQUIRED. TRACKING WIRE ALSO TO BE BURIED IN CROSSING. SEE PROJECT PLANS AND SPECIFICATIONS FOR STREET AND RIGHT OF WAY WIDTH. BOULEVARD WIDTH MAY VARY DEPENDING ON
5. SIDEWALK/TRAIL INSTALLATION.
6.

ROSEMOUNT SPIRIT OF PRIDE AND PROGRESS Standard Plate Library for the City of Rosemount	SMALL/PRIVATE UTILITY TYPICAL SECTION JOINT TRENCH	Special Details Date: 09-03-07 Revised: 03-25-09	PU-2

2" MnDOT TYPE SP 12.5 WEARING COURSE MIXTURE (2,C)(SPWEB240C)(2360)
MnDOT SPEC. 2357 BITUMINOUS TACK COAT
2" MnDOT TYPE SP 12.5 WEARING COURSE MIXTURE (2,C)(SPWEB240C)(2360)
MnDOT SPEC. 2357 BITUMINOUS TACK COAT
2" MnDOT TYPE SP 12.5 NON-WEARING COURSE MIXTURE (2,C)(SPNWB230C)(2360)
6" MnDOT SPEC. 3138 CLASS 5 AGGREGATE BASE
24" SELECT GRANULAR BORROW - AS DIRECTED BY GEOTECHNICAL ENGINEER; GEOTEXTILE FABRIC TYPE 5

CONNEMARA TRAIL (TO STA 21+28)

2" MnDOT TYPE SP 12.5 WEARING COURSE MIXTURE (2,C)(SPWEB240C)(2360)
MnDOT SPEC. 2357 BITUMINOUS TACK COAT
2" MnDOT TYPE SP 12.5 NON-WEARING COURSE MIXTURE (2,C)(SPNWB230C)(2360)
8" MnDOT SPEC. 3138 CLASS 5 AGGREGATE BASE
24" SELECT GRANULAR BORROW - AS DIRECTED BY GEOTECHNICAL ENGINEER; GEOTEXTILE FABRIC TYPE 5

PUBLIC STREET - PAVEMENT DESIGN

2" MnDOT TYPE SP 9.5 WEARING COURSE MIXTURE (SPWEA240C)(2360)
MnDOT SPEC. 2357 BITUMINOUS TACK COAT
2" MnDOT TYPE SP 12.5 NON-WEARING COURSE MIXTURE (SPNWB230C)(2360)
6" MnDOT SPEC. 3138 CLASS 5 AGGREGATE BASE, 100% CRUSHED
12" SELECT GRANULAR BORROW - AS DIRECTED BY GEOTECHNICAL ENGINEER; GEOTEXTILE FABRIC TYPE 5
COMPACTED SUBGRADE (100% STANDARD PROCTOR)

PRIVATE STREET - PAVEMENT DESIGN

2" MnDOT TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)(SPWEA240B)(2360)
6" MnDOT SPEC. 3138 CLASS 5 AGGREGATE BASE, 100% CRUSHED
SCARIFY AND RECOMPACT SUBGRADE (INCIDENTAL)

BITUMINOUS TRAIL SECTION FOR CONNEMARA TRAIL

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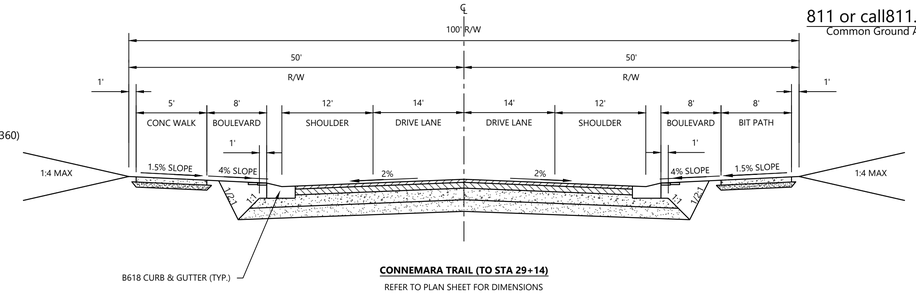
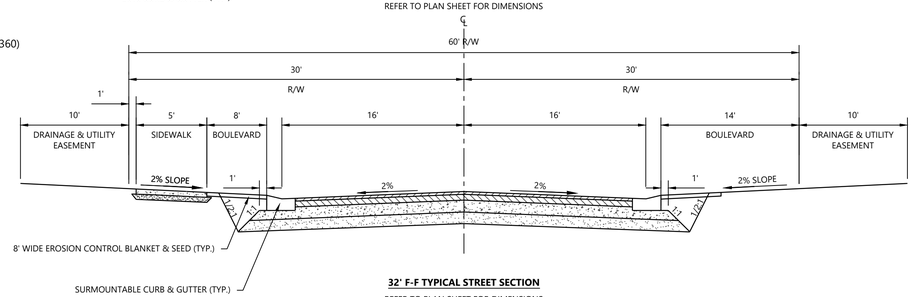
811 or call811.com
Common Ground Alliance



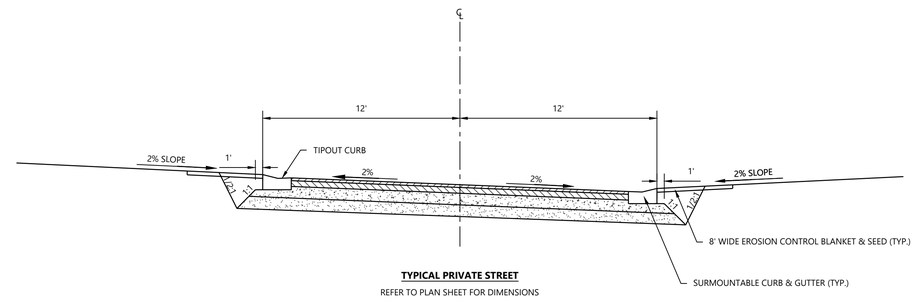
CONNEMARA TRAIL (TO STA 29+14)

REFER TO PLAN SHEET FOR DIMENSIONS



32' F-F TYPICAL STREET SECTION

REFER TO PLAN SHEET FOR DIMENSIONS AND SIDEWALK LOCATION



TYPICAL PRIVATE STREET

REFER TO PLAN SHEET FOR DIMENSIONS

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TALAMORE 4TH ADDITION

DESIGNED:	CTY
CHECKED:	RMB
DRAWN:	EJK
HORIZONTAL SCALE:	###
VERTICAL SCALE:	## or ##

INITIAL ISSUE: 09/29/23
REVISIONS:
1 . .
2 . .
3 . .
4 . .
5 . .

PREPARED FOR:

LENNAR CORPORATION
16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA 55446

I HEREBY CERTIFY THAT THIS PLAN 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

RYAN BLOHM

DATE: 10/19/23 LICENSE NO. 41257

TALAMORE 4TH ADDITION
ROSEMOUNT, MINNESOTA

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

DETAILS

PROJECT NUMBER: 0033415.04

SHEET NUMBER: 19 OF 19

DATE: 10/19/23

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FINAL PLANS

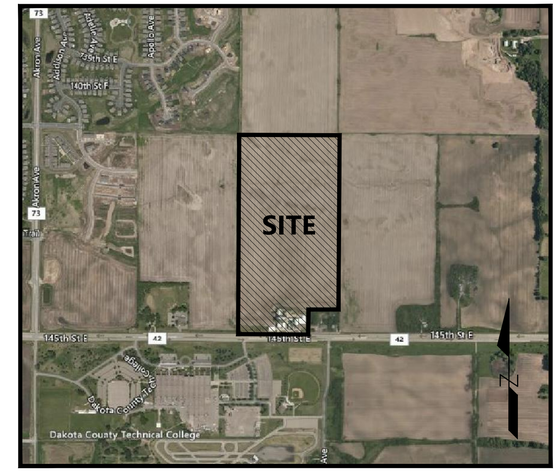
FOR

LANDSCAPE PLANS

FOR

TALAMORE

ROSEMOUNT, MINNESOTA



Vicinity Map
(NOT TO SCALE)

PREPARED FOR:

LENNAR CORPORATION

16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA
CONTACT: JOE JABLONSKI
PHONE: 952-249-3014
EMAIL: JOE.JABLONSKI@LENNAR.COM

PREPARED BY:

Westwood

Phone (952) 937-5150
Fax (952) 937-5822
Toll Free (888) 937-5150
12701 Whitewater Drive, Suite #300
Minnetonka, MN 55343
westwoodps.com

Westwood Professional Services, Inc.

PROJECT NUMBER: 0033415.00
CONTACT: JOHN BENDER

Sheet List Table

SHEET NUMBER	SHEET TITLE
1	COVER
2	OVERALL LANDSCAPE PLAN
3	LANDSCAPE PLAN
4	LANDSCAPE PLAN
5	LANDSCAPE PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE NOTES & DETAILS
8	LANDSCAPE NOTES & DETAILS

NO.	DATE	REVISION	SHEETS
01	02/13/2023	UPDATED SITE PLAN	ALL
02	03/30/2023	UPDATED SITE PLAN	ALL
03	08/10/2023	MAIN ENTRY MONUMENT ADDITION	ALL
04	11/02/2023	4TH ADDITION SITE PLAN	ALL
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FINAL PLANS
FOR
LANDSCAPE PLANS
FOR
TALAMORE
ROSEMOUNT, MINNESOTA

INITIAL SUBMITTAL DATE: 08/22/2022 SHEET: 1 OF 8

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TALAMORE

PROJECT NUMBER: 0033415.00

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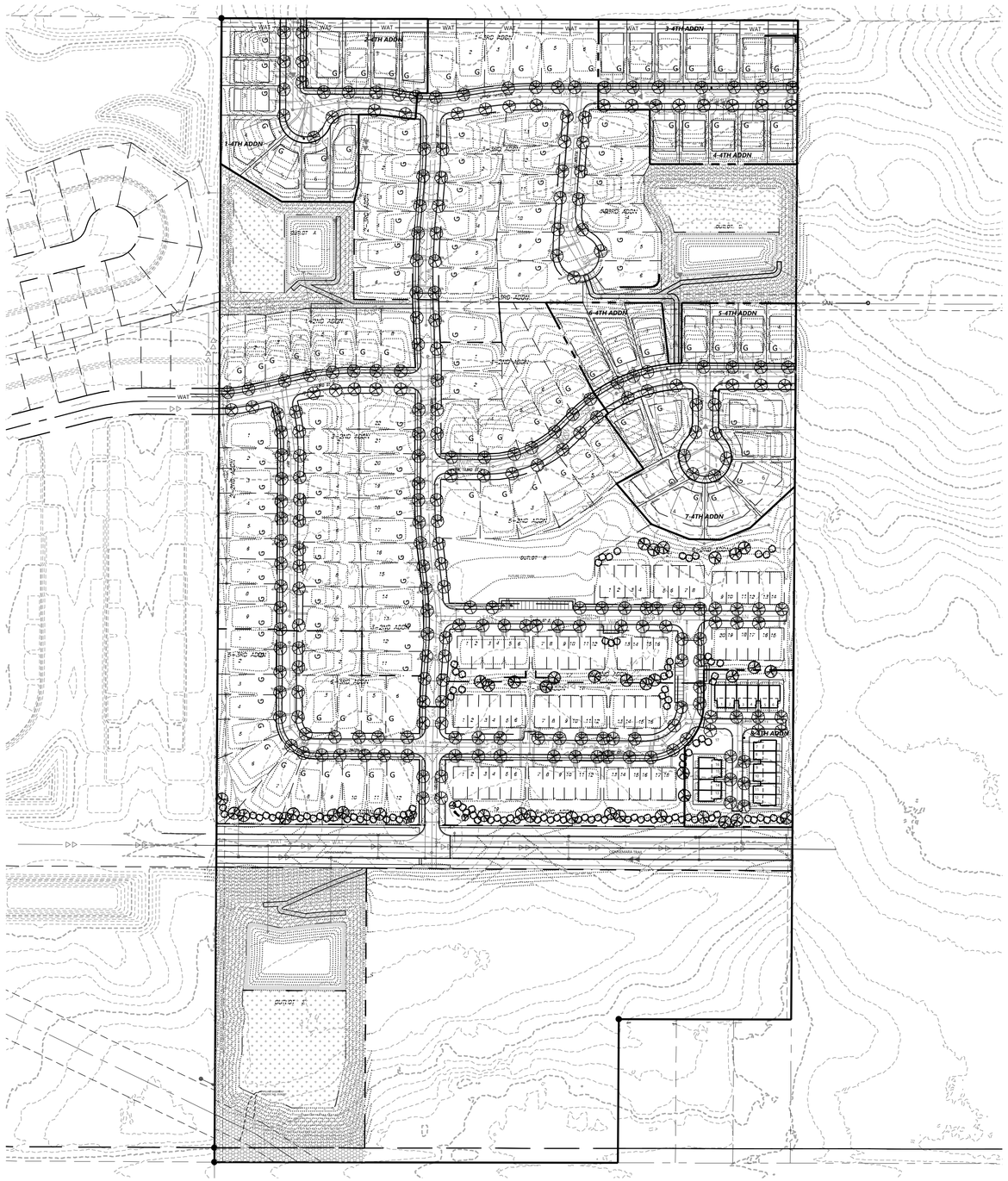

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OVERSTORY PLANT SCHEDULE

CODE	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.	MATURE SIZE
OVERSTORY TREES	299				
SGM	33	Sienna Glen Maple / Acer x freemanii 'Sienna'	2.5" BB	AS SHOWN	H 40'-50' W 35'-40'
RSM	23	Red Sunset Maple / Acer rubrum 'Franksred'	2.5" BB	AS SHOWN	H 45' W 35'
NWM	26	North Woods Maple / Acer rubrum 'Northwoods'	2.5" BB	AS SHOWN	H 50' W 35'
FFM	8	Fall Fiesta Maple / Acer saccharum 'Bailsta'	2.5" BB	AS SHOWN	H 40'-80' W 30'-60'
SWO	17	Swamp White Oak / Quercus bicolor	2.5" BB	AS SHOWN	H 50'-60' W 60'-80'
REO	15	Red Oak / Quercus rubra	2.5" BB	AS SHOWN	H 50'-70' W 40'-50'
WHO	20	White Oak / Quercus alba	2.5" BB	AS SHOWN	H 50'-60' W 40'-50'
VFE	17	Valley Forge Elm / Ulmus americana 'Valley Forge'	2.5" BB	AS SHOWN	H 60'-80 W 40'-60'
ACE	23	Accolade Elm / Ulmus japonica x wilsoniana 'Morton'	2.5" BB	AS SHOWN	H 70' W 40'-50'
REL	26	Redmond Linden / Tilia americana 'Redmond'	2.5" BB	AS SHOWN	H 40'-60' W 30'
FYL	36	Frontyard Linden / Tilia americana 'Frontyard'	2.5" BB	AS SHOWN	H 60'-70' W 30'-40'
AGG	8	Autumn Gold Ginkgo / Ginkgo biloba 'Autumn Gold'	2.5" BB	AS SHOWN	H 50' W 30'
HAK	15	Hackberry / Celtis occidentalis	2.5" BB	AS SHOWN	H 50'-75' W 50'
SKH	16	Skyline Honeylocust / Gleditsia triacanthos var. inermis 'Skycole'	2.5" BB	AS SHOWN	H 50' W 30'-35'
KEC	4	Kentucky Decaf Coffeetree / Gymnocladus dioica 'McKBranched'	2.5" BB	AS SHOWN	H 50' W 40'
CAT	5	Northern Catalpa / Catalpa speciosa	2.5" BB	AS SHOWN	H 40'-70' W 20'-50'
RVB	7	River Birch / Betula nigra	2.5" BB	AS SHOWN	H 50'-75' W 50'
EVERGREEN TREES	100				
BHS	13	Black Hills Spruce / Picea glauca densata	6' HT., BB	AS SHOWN	H 35'-45' W 20'-25'
NOS	10	Norway Spruce / Picea abies	6' HT., BB	AS SHOWN	H 50'-70' W 25'-30'
WHP	22	White Pine / Pinus strobus	6' HT., BB	AS SHOWN	H 50'-80' W 25'-40'
POP	10	Ponderosa Pine / Pinus ponderosa	6' HT., BB	AS SHOWN	H 60'-80' W 25'-30'
COS	22	Colorado Spruce / Picea pungens	6' HT., BB	AS SHOWN	H 40'-60' W 15'-30'
CCF	23	Concolor Fir / Abies concolor	6' HT., BB	AS SHOWN	H 40'-50' W 15'-30'
ORNAMENTAL TREES	5				
SDC	5	Snow Drift Crab / Malus 'Snowdrift'	2" BB	AS SHOWN	H 15'-20' W 15'-20'

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

OVERALL LANDSCAPE REQUIREMENTS

SINGLE FAMILY RESIDENTIAL REQUIREMENTS: 139 TREES
* 1 DECIDUOUS OVERSTORY TREES PER UNIT/FRONTAGE
(139 PROPOSED SINGLE FAMILY LOTS)

MULTI-FAMILY RESIDENTIAL REQUIREMENTS: 90 TREES
* 1 DECIDUOUS OVERSTORY TREES PER UNIT/FRONTAGE
(90 PROPOSED MULTI-FAMILY LOTS)

CONNEMARA TRAIL SCREENING REQUIREMENTS:
D. WHEN DOUBLE FRONTAGE OR REVERSE FRONTAGE LOTS ARE INCORPORATED IN A PLAT, A PLANTING SCREEN EASEMENT OF AT LEAST TEN FEET (10') IN WIDTH MAY BE REQUIRED ALONG THE LINE OF LOTS ABUTTING A COLLECTOR STREET, MINOR OR PRINCIPAL ARTERIAL HIGHWAYS.

OVERALL LANDSCAPE PROVISIONS

TOTAL LANDSCAPING PROVIDED:	404 TREES
* STREET TREES:	260 TREES
* BUFFER DECIDUOUS TREES:	39 TREES
* BUFFER EVERGREEN TREES:	100 TREES
* BUFFER ORNAMENTAL TREES:	5 TREES

NOTES

1. STREET TREE LOCATIONS AND SPACING TO CHANGE BASED ON CONSTRUCTED DRIVEWAY AND UTILITY LOCATIONS
2. TREES INSTALLED AT FRONT OF INDIVIDUAL LOTS SHALL BE PLANTED 4' FROM BOC IN A LOCATION THAT DOES NOT INTERFERE WITH CURBSTOPS OR INDIVIDUAL SEWER& WATER CONNECTIONS
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA

NATIVE SEEDING LEGEND

MESIC PRAIRIE GENERAL
SEED MIX (35-241)
TOTAL AREA (2.7 AC)

DENOTES STORMWATER
NATIVE SEED MIX (33-261)
TOTAL AREA (2.5 AC)

DENOTES WET MEADOW S & W
SEED MIX (34-271)
TOTAL AREA (2.7 AC)

* ALL DISTURBED AREAS OFF SITE TO BE SEEDED WITH MnDot GENERAL ROADSIDE SEEDING MIX (25-141)

* ALL DISTURBED AREAS TO BE SODDED UNLESS NOTED OTHERWISE

PLANT SYMBOL LEGEND

OVERSTORY DECIDUOUS STREET TREES

DECIDUOUS BUFFER TREES

FUTURE DECIDUOUS TREES (BY BUILDER)

BUFFER EVERGREEN TREES

SMALL OVERSTORY TREES

1" = 150'
0' 150' 300' 450'

CONSTRUCTION PLANS

TALAMORE

N:\0033415.00\DWG\CIVIL\FINAL\LANDSCAPE\0033415S-FLP01.DWG

DESIGNED: .
CHECKED: .
DRAWN: .
HORIZONTAL SCALE: ####
VERTICAL SCALE: ### OR ###

INITIAL ISSUE: 08/22/2022
REVISIONS:
1 02/13/2023 UPDATED SITE PLAN
2 03/30/2023 UPDATED SITE PLAN
3 08/10/2023 MAIN ENTRY MONUMENT ADDITION
4 11/02/2023 4TH ADDITION SITE PLAN
5 . .

PREPARED FOR:

LENNAR CORPORATION
16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

NICHOLAS T. MEYER
DATE: 11/02/2023 LICENSE NO. 53774

TALAMORE
ROSEMOUNT, MINNESOTA

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

OVERALL LANDSCAPE PLAN

PROJECT NUMBER: 0033415.00

SHEET NUMBER: 2 OF 8

DATE: 11/02/2023

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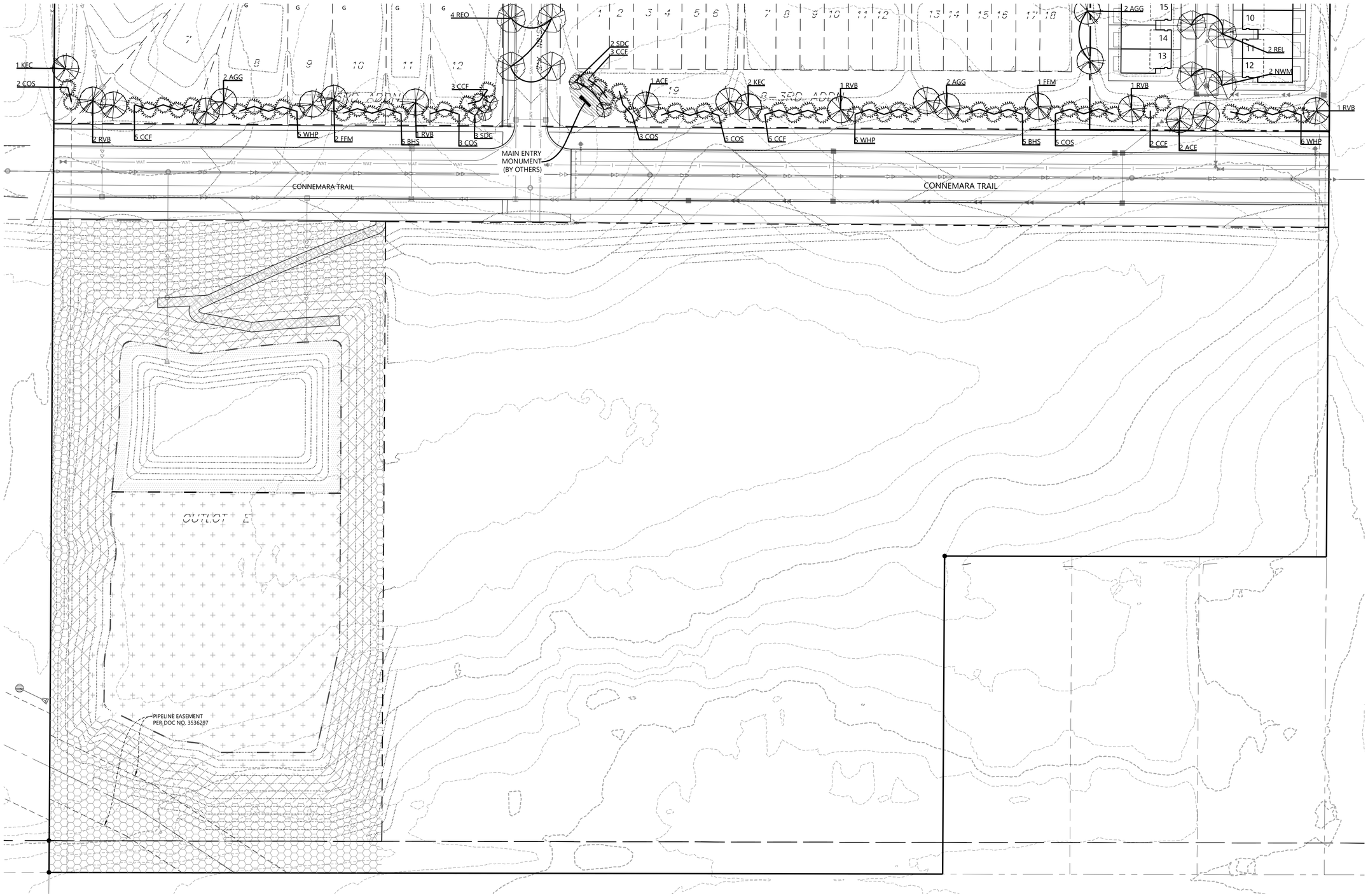

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CONSTRUCTION PLANS

TALAMORE

N:\0033415.00\DWG\CIVIL\FINAL\LANDSCAPE\0033415S-FLP01.DWG

DESIGNED:	-
CHECKED:	-
DRAWN:	-
HORIZONTAL SCALE:	###
VERTICAL SCALE:	### OR ##

INITIAL ISSUE: 08/22/2022

REVISIONS:

1	02/13/2023	UPDATED SITE PLAN
2	03/30/2023	UPDATED SITE PLAN
3	08/10/2023	MAIN ENTRY MONUMENT ADDITION
4	11/02/2023	4TH ADDITION SITE PLAN
5	.	.

PREPARED FOR:

LENNAR CORPORATION
16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

Nicholas Meyer

NICHOLAS T. MEYER

DATE: 11/02/2023 LICENSE NO. 53774

TALAMORE
ROSEMOUNT, MINNESOTA

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com

Westwood Professional Services, Inc.

LANDSCAPE PLAN

PROJECT NUMBER: 0033415.00

SHEET NUMBER: 3 OF 8

DATE: 11/02/2023

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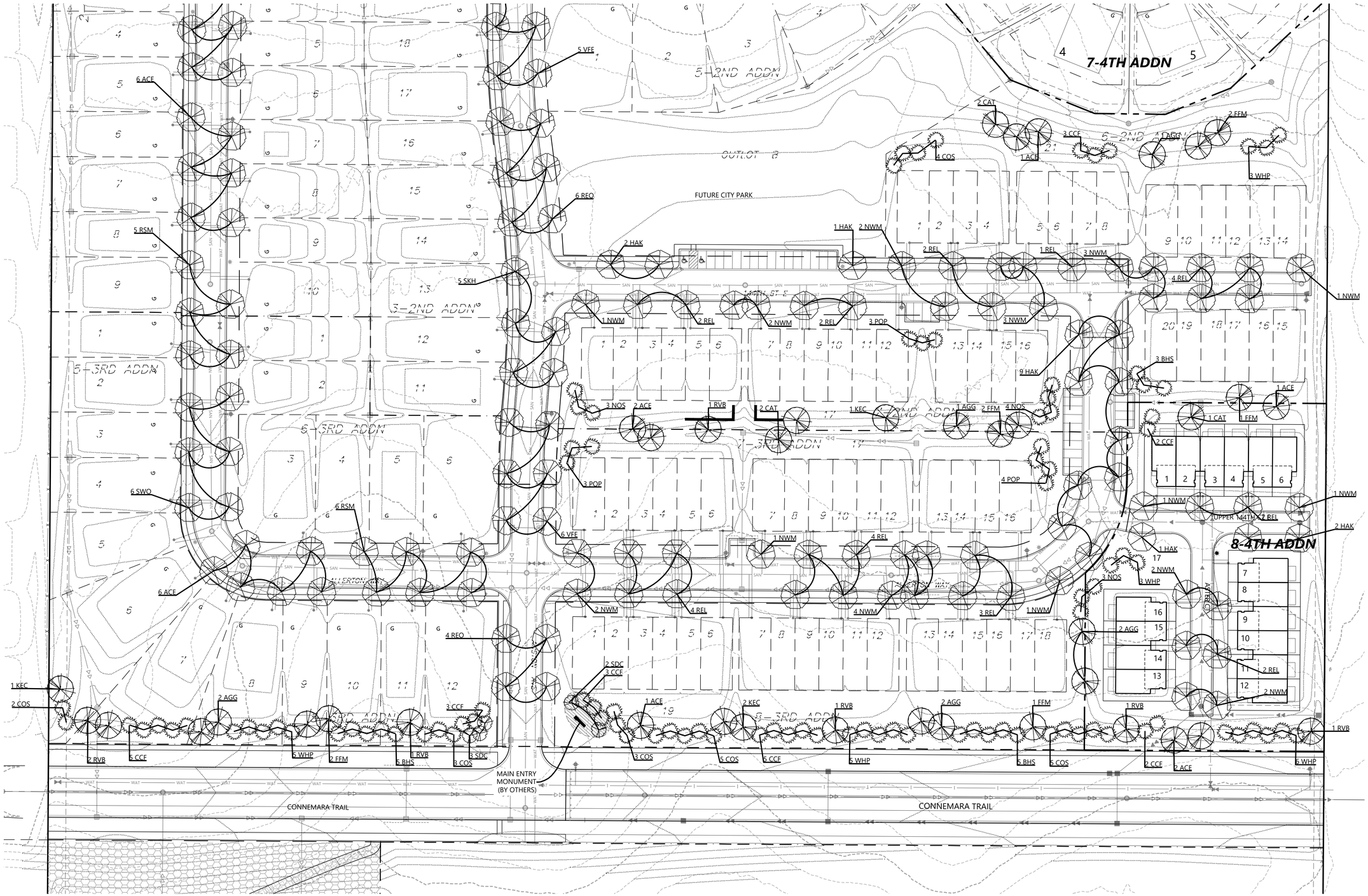
Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance



CONSTRUCTION PLANS

TALAMORE

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HORIZONTAL SCALE:	###
VERTICAL SCALE:	### OR ##

INITIAL ISSUE: 08/22/2022

REVISIONS:

1	02/13/2023	UPDATED SITE PLAN
2	03/30/2023	UPDATED SITE PLAN
3	08/10/2023	MAIN ENTRY MONUMENT ADDITION
4	11/02/2023	4TH ADDITION SITE PLAN
5	.	.

PREPARED FOR:

LENNAR CORPORATION
16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

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DATE: 11/02/2023 LICENSE NO. 53774

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Westwood Professional Services, Inc.

LANDSCAPE PLAN

PROJECT NUMBER: 0033415.00

SHEET NUMBER: 4 OF 8

DATE: 11/02/2023

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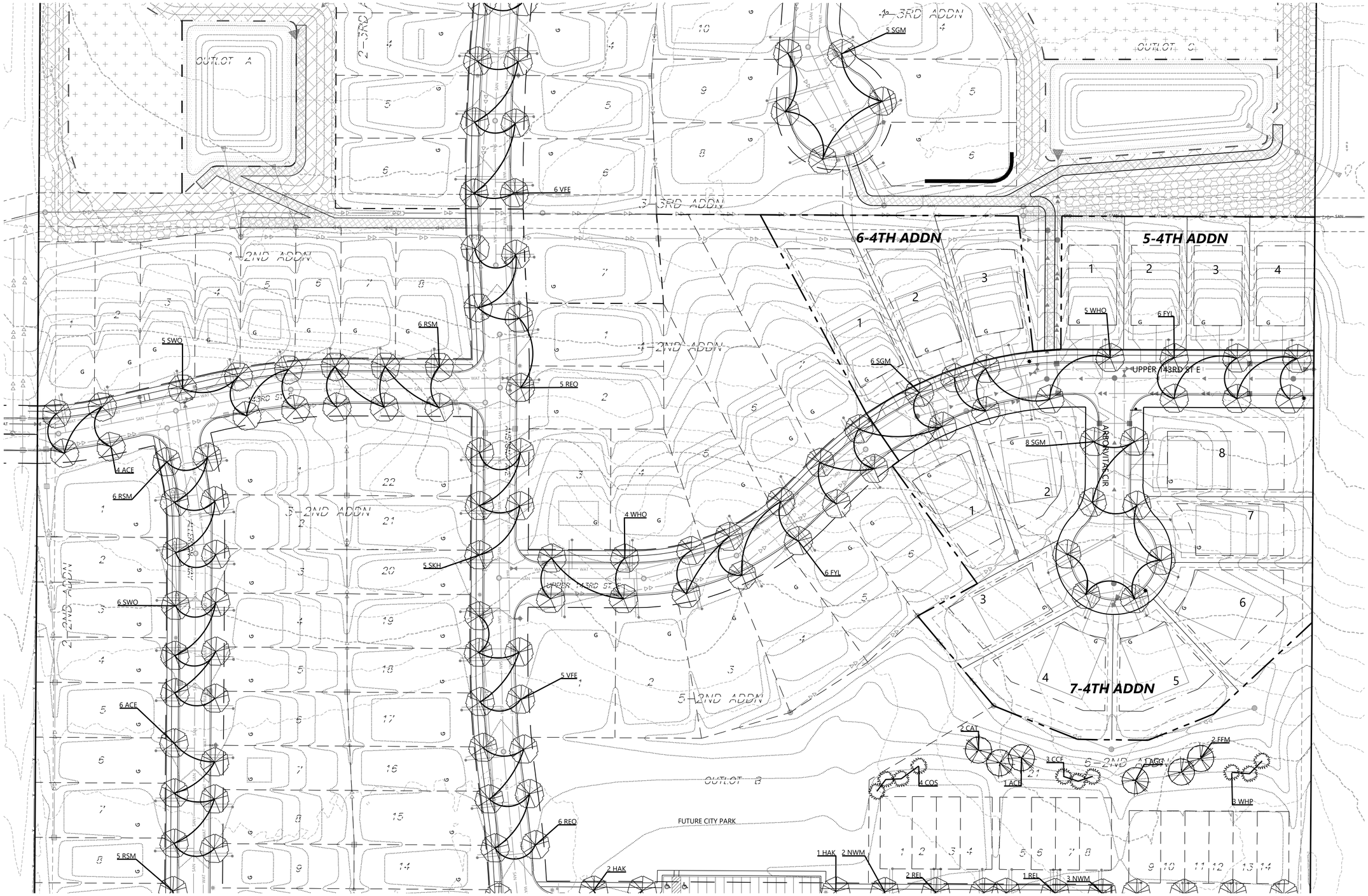

Call 48 Hours before digging:
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1" = 50'
0' 50' 100' 150'

CONSTRUCTION PLANS

TALAMORE

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INITIAL ISSUE: 08/22/2022
REVISIONS:

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2	03/30/2023	UPDATED SITE PLAN
3	08/10/2023	MAIN ENTRY MONUMENT ADDITION
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5	.	.

PREPARED FOR:

LENNAR CORPORATION
16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA

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NICHOLAS T. MEYER
DATE: 11/02/2023 LICENSE NO. 53774

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LANDSCAPE PLAN

PROJECT NUMBER: 0033415.00

SHEET NUMBER: 5 OF 8

DATE: 11/02/2023

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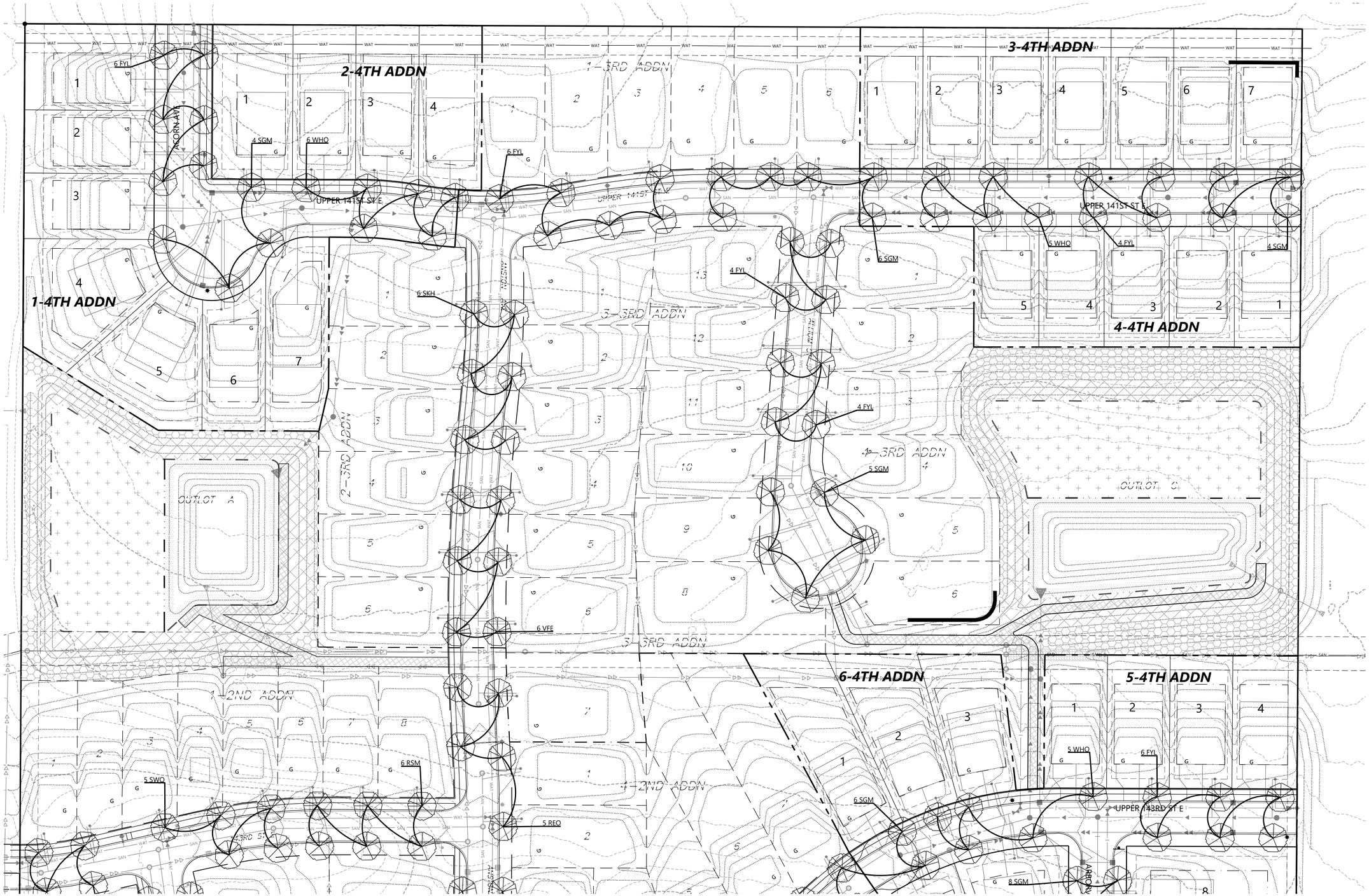

CONSTRUCTION PLANS

TALAMORE

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PREPARED FOR:

LENNAR CORPORATION
16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA

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LANDSCAPE PLAN

PROJECT NUMBER: 0033415.00

SHEET NUMBER: 6 OF 8

DATE: 11/02/2023

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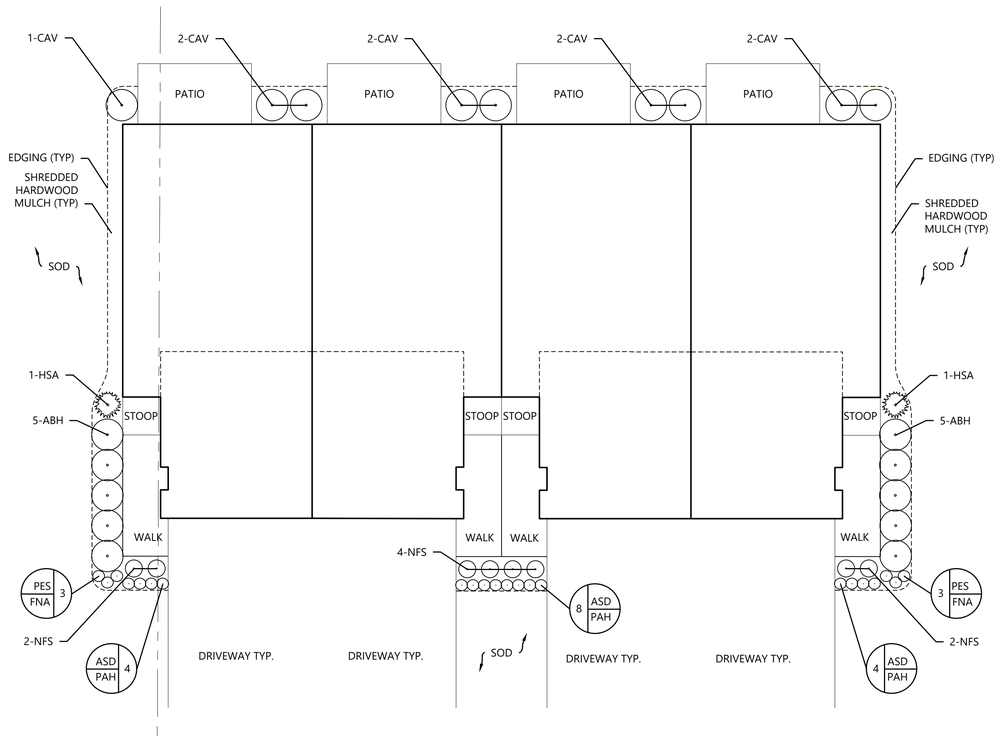
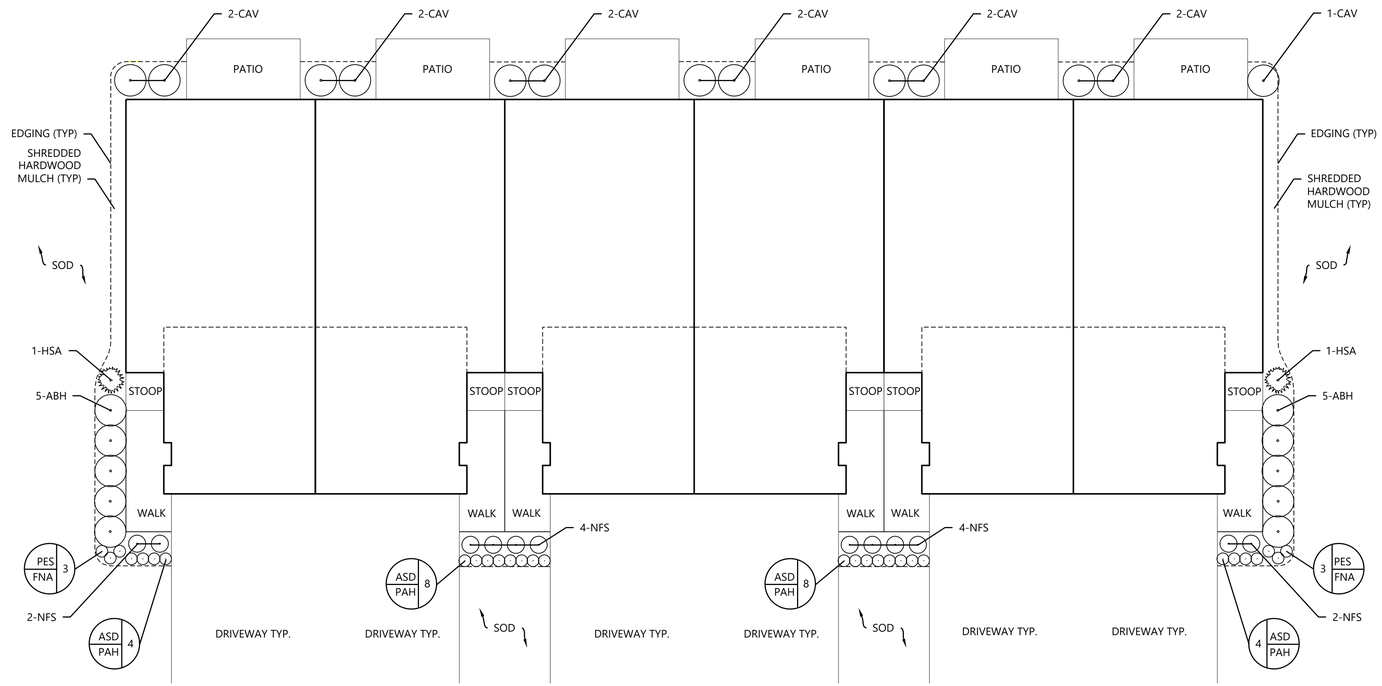
TOWNHOUSE FOUNDATION PLANTING DETAILS - 4 UNIT (5 TOTAL, TYP)



TOWNHOUSE FOUNDATION PLANTING DETAILS - 6 UNIT (11 TOTAL, TYP)



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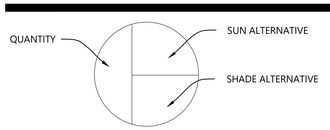

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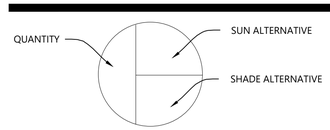

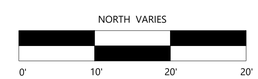

TOWNHOUSE FOUNDATION PLANTING PLAN - 4 UNIT (5 TOTAL, TYP)

TYPE	CODE	QTY. 4 UNIT	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.
SHRUBS & PERENNIALS	HSA	2	Holmstrup Arborvitae / Thuja occidentalis 'Holmstrup'	#7 CONT.	4'-0" O.C.
			shade alt: no change		
	ABH	10	Annabelle Hydrangea / Hydrangea arborescens 'Annabelle'	#5 CONT.	4'-0" O.C.
			shade alt: no change		
	CAV	9	Compact American Viburnum / Viburnum trilobum 'Bailey Compact'	#5 CONT.	5'-0" O.C.
			shade alt: no change		
	NFS	8	Neon Flash Spirea / Spiraea japonica 'Neon Flash'	#5 CONT.	3'-0" O.C.
			shade alt: no change		
	ASD	16	Apricot Sparkles Daylily / Hemerocallis 'Apricot Sparkles'	#1 CONT.	18" O.C.
			shade alt: PAH Patriot Hosta / Hosta 'Patriot'	#1 CONT.	18" O.C.
	PES	6	Purple Emperor Sedum / Sedum 'Purple Emperor'	#1 CONT.	18" O.C.
			shade alt: FNA Fanal Astilbe / Astilbe x arendsii 'Fanal'	#1 CONT.	18" O.C.

NOTES:

- QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.
- CONTRACTOR TO SUBSTITUTE USING SHADE ALTERNATE SPECIES AS DETERMINED BY SOLAR ORIENTATION OF BUILDING (IE NORTH SIDE PLANTS RECEIVE SHADE ALTERNATE PLANTS). SEE RESPECTIVE PLANT KEY FOR ALTERNATE SPECIES SUBSTITUTIONS.
- TYPICAL DETAIL IS AN EXAMPLE. CHECK EACH INDIVIDUAL BUILDING FOR DIFFERENCES IN LAYOUT THAT WILL AFFECT PLANTING PLAN.
- DOUBLE SHREDDED HARDWOOD BARK MULCH TO BE USED AT 3" DEPTH WITH VINYL EDGER ON ALL LANDSCAPE PLANTING BEDS.
- SEE LANDSCAPE PLAN FOR STREET AND BOULEVARD TREE LOCATIONS.

TOWNHOUSE FOUNDATION PLANTING PLAN - 6 UNIT (11 TOTAL, TYP)

TYPE	CODE	QTY. 6 UNIT	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.
SHRUBS & PERENNIALS	HSA	2	Holmstrup Arborvitae / Thuja occidentalis 'Holmstrup'	#7 CONT.	4'-0" O.C.
			shade alt: no change		
	ABH	10	Annabelle Hydrangea / Hydrangea arborescens 'Annabelle'	#5 CONT.	4'-0" O.C.
			shade alt: no change		
	CAV	13	Compact American Viburnum / Viburnum trilobum 'Bailey Compact'	#5 CONT.	5'-0" O.C.
			shade alt: no change		
	NFS	12	Neon Flash Spirea / Spiraea japonica 'Neon Flash'	#5 CONT.	3'-0" O.C.
			shade alt: no change		
	ASD	24	Apricot Sparkles Daylily / Hemerocallis 'Apricot Sparkles'	#1 CONT.	18" O.C.
			shade alt: PAH Patriot Hosta / Hosta 'Patriot'	#1 CONT.	18" O.C.
	PES	6	Purple Emperor Sedum / Sedum 'Purple Emperor'	#1 CONT.	18" O.C.
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CONSTRUCTION PLANS

TALAMORE

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DESIGNED: .
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DRAWN: .
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Westwood Professional Services, Inc.

LANDSCAPE NOTES & DETAILS

PROJECT NUMBER: 0033415.00

SHEET NUMBER: 7 OF 8

DATE: 11/02/2023

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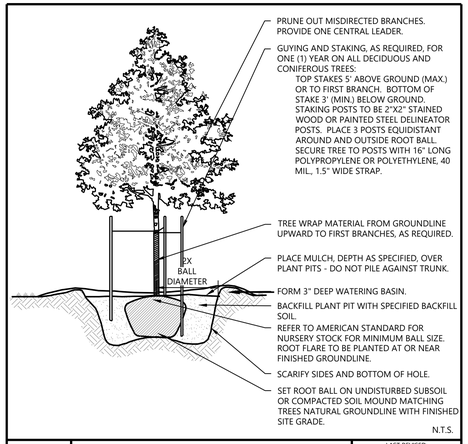
811 or call811.com
Common Ground Alliance

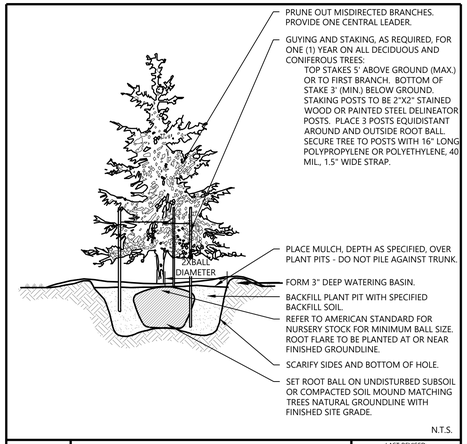
PLANTING NOTES

1. CONTRACTOR SHALL CONTACT COMMON GROUND ALLIANCE AT 811 OR CALL811.COM TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.
2. ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR.
5. CONTRACTOR SHALL PROVIDE TWO YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNER'S WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
6. ALL PLANTS TO BE SPECIMEN GRADE, MINNESOTA-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS:
   ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, SCARS, ETC.
   ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES.
   ALL PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES.
   ALL PLANTS SHALL HAVE HEAVY, HEALTHY BRANCHING AND LEAFING.
   CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3.
7. PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
8. PLANTS TO BE INSTALLED AS PER MNLA & ANSI STANDARD PLANTING PRACTICES.
9. PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE. PROPERLY HEEL-IN MATERIALS IF NECESSARY; TEMPORARY ONLY.
10. PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR/ROOT FLAIR IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR/ROOT FLAIR. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR/ROOT FLAIR SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.
11. OPEN TOP OF BURLAP ON BB MATERIALS; REMOVE POT ON POTTED PLANTS; SPLIT AND BREAK APART PEAT POTS.
12. PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
13. WRAP ALL SMOOTH-BARKED TREES - FASTEN TOP AND BOTTOM. REMOVE BY APRIL 1ST.
14. STAKING OF TREES AS REQUIRED; REPOSITION, PLUMB AND STAKE IF NOT PLUMB AFTER ONE YEAR.
15. THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR THE NEED OF ANY SOIL AMENDMENTS.
16. BACKFILL SOIL AND TOPSOIL TO ADHERE TO MN/DOT STANDARD SPECIFICATION 3877 (SELECT TOPSOIL BORROW) AND TO BE EXISTING TOP SOIL FROM SITE FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM 4" DEPTH TOPSOIL FOR ALL LAWN GRASS AREAS AND 12" DEPTH TOPSOIL FOR TREE, SHRUBS, AND PERENNIALS.
17. MULCH TO BE AT ALL TREE, SHRUB, PERENNIAL, AND MAINTENANCE AREAS. TREE AND SHRUB PLANTING BEDS SHALL HAVE 4" DEPTH OF SHREDDED HARDWOOD MULCH. SHREDDED HARDWOOD MULCH TO BE USED AROUND ALL PLANTS WITHIN TURF AREAS. PERENNIAL AND ORNAMENTAL GRASS BEDS SHALL HAVE 2" DEPTH SHREDDED HARDWOOD MULCH. MULCH TO BE FREE OF DELETERIOUS MATERIAL. MULCH AND FABRIC TO BE APPROVED BY OWNER PRIOR TO INSTALLATION. MULCH TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
18. EDGING TO BE COMMERCIAL GRADE VALLEY-VIEW BLACK DIAMOND (OR EQUAL) POLY EDGING OR SPADED EDGE, AS INDICATED. POLY EDGING SHALL BE PLACED WITH SMOOTH CURVES AND STAKED WITH METAL SPIKES NO GREATER THAN 4 FOOT ON CENTER WITH BASE OF TOP BEAD AT GRADE, FOR MOWERS TO CUT ABOVE WITHOUT DAMAGE. UTILIZE CURBS AND SIDEWALKS FOR EDGING WHERE POSSIBLE. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. INDIVIDUAL TREE, SHRUB, OR RAIN-GARDEN BEDS TO BE SPADED EDGE, UNLESS NOTED OTHERWISE. EDGING TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
19. ALL DISTURBED AREAS TO BE SODDED OR SEEDED, UNLESS OTHERWISE NOTED. PARKING LOT ISLANDS TO BE SODDED WITH SHREDDED HARDWOOD MULCH AROUND ALL TREES AND SHRUBS. SOD TO BE STANDARD MINNESOTA GROWN AND HARDY BLUEGRASS MIX, FREE OF LAWN WEEDS. ALL TOPSOIL AREAS TO BE RAKED TO REMOVE DEBRIS AND ENSURE DRAINAGE. SLOPES OF 3:1 OR GREATER SHALL BE STAKED. SEED AS SPECIFIED AND PER MN/DOT SPECIFICATIONS. IF NOT INDICATED ON LANDSCAPE PLAN, SEE EROSION CONTROL PLAN.
20. PROVIDE IRRIGATION TO ALL PLANTED AREAS ON SITE. IRRIGATION SYSTEM TO BE DESIGN/BUILD BY LANDSCAPE CONTRACTOR. LANDSCAPE CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. CONTRACTOR TO PROVIDE OPERATION MANUALS, AS-BUILT PLANS, AND NORMAL PROGRAMMING. SYSTEM SHALL BE WINTERIZED AND HAVE SPRING STARTUP DURING FIRST YEAR OF OPERATION. SYSTEM SHALL HAVE ONE-YEAR WARRANTY ON ALL PARTS AND LABOR. ALL INFORMATION ABOUT INSTALLATION AND SCHEDULING CAN BE OBTAINED FROM THE GENERAL CONTRACTOR.
21. CONTRACTOR SHALL PROVIDE NECESSARY WATERING OF PLANT MATERIALS UNTIL THE PLANT IS FULLY ESTABLISHED OR IRRIGATION SYSTEM IS OPERATIONAL. OWNER WILL NOT PROVIDE WATER FOR CONTRACTOR.
22. REPAIR, REPLACE, OR PROVIDE SOD/SEED AS REQUIRED FOR ANY ROADWAY BOULEVARD AREAS ADJACENT TO THE SITE DISTURBED DURING CONSTRUCTION.
23. REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.

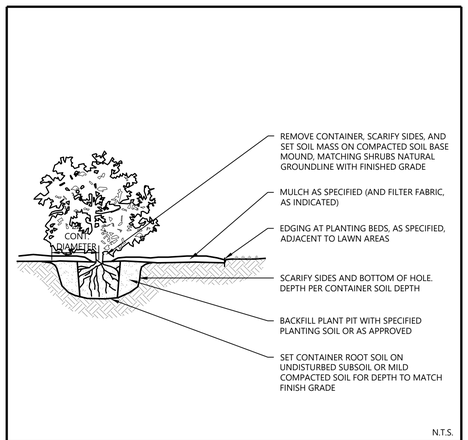
PLANTING DETAILS (TYP.)



Westwood	DECIDUOUS TREE PLANTING	LAST REVISED: 10/19/18 LA28

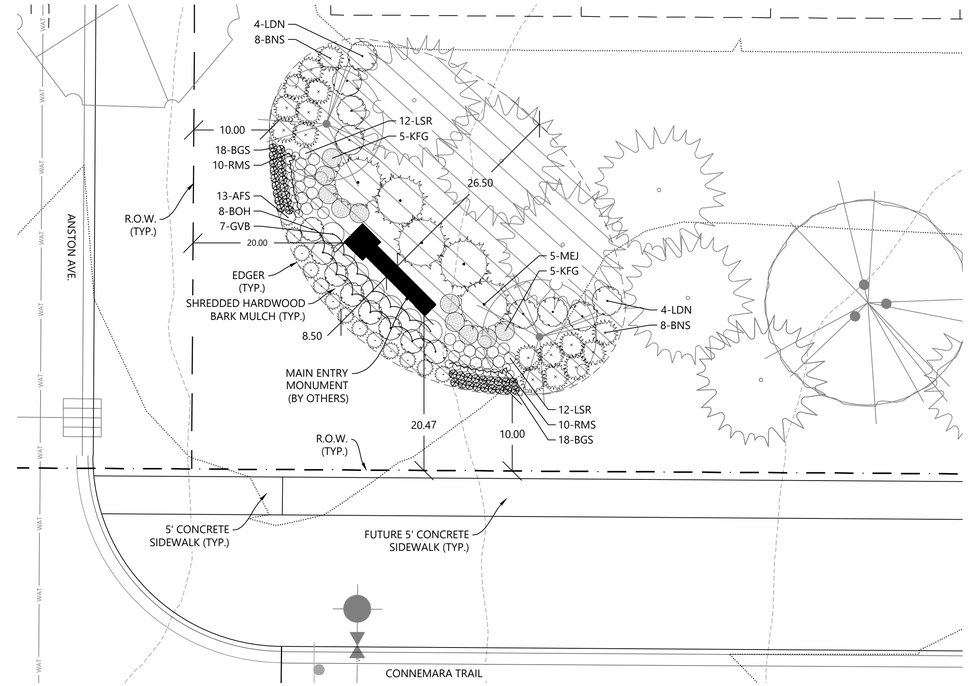


Westwood	EVERGREEN TREE PLANTING	LAST REVISED: 10/19/18 LA29



Westwood	SHRUB & PERENNIAL CONTAINER PLANTING	LAST REVISED: 10/23/18 LA27-C

ANSTON AVE. - ENTRY MONUMENT DETAIL

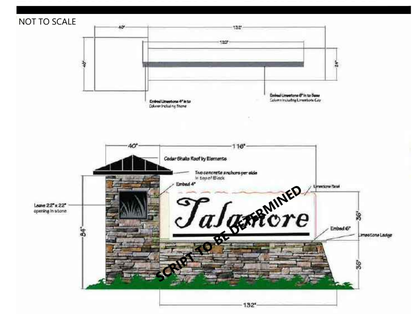


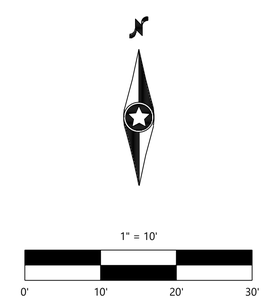
ENTRY MONUMENT - PLANT SCHEDULE

CODE	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.	MATURE SIZE
EVERGREEN TREES - 5					
MEJ	5	Medora Juniper / Juniperus scopulorum 'Medora'	6' HT., BB	AS SHOWN	H 12'-15' W 4'-6'
DECIDUOUS SHRUBS - 23					
LDN	8	Little Devil Ninebark / Physocarpus opulifolius 'Donna May'	#5 CONT.	4' O.C.	H 3'-4' W 3'-4'
BOH	8	Bobo Hydrangea / Hydrangea paniculata 'ILVOBO'	#5 CONT.	3' O.C.	H 2'-3' W 3'-4'
GVB	7	Green Velvet Boxwood / Buxus x 'Green Velvet' (COPF)	#5 CONT.	3' O.C.	H 2'-3' W 3'
EVERGREEN SHRUBS - 16					
BNS	16	Bird's Nest Spruce / Picea abies 'Nidiformis'	#5 CONT.	3' O.C.	H 3' W 5'
PERENNIALS & GRASSES - 103					
KFG	10	Karl Foerster Feather Reed Grass / Calamagrostis x acutiflora 'Karl Foerster'	#3 CONT.	30" O.C.	H 48" W 30"
AFS	13	Autumn Fire Sedum / Sedum x 'Autumn Fire'	#1 CONT.	24" O.C.	H 18" W 24"
LSR	24	Little Spire Russian Sage / Perovskia 'Little Spire'	#1 CONT.	18" O.C.	H 26" W 18"
RMS	20	Rose Marvel Sage / Salvia nemorosa 'Rose Marvel'	#1 CONT.	12" O.C.	H 12" W 12"
BGS	36	Bailey's Gold Sedum / Sedum 'Bailey's Gold'	#1 CONT.	12" O.C.	H 6" W 12"

ENTRY MONUMENT - DIMENSIONS

NOT TO SCALE





CONSTRUCTION PLANS

TALAMORE

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DESIGNED:	.
CHECKED:	.
DRAWN:	.
HORIZONTAL SCALE:	###
VERTICAL SCALE:	### OR ##

INITIAL ISSUE: 08/22/2022
REVISIONS:

1	02/13/2023	UPDATED SITE PLAN
2	03/30/2023	UPDATED SITE PLAN
3	08/10/2023	MAIN ENTRY MONUMENT ADDITION
4	11/02/2023	4TH ADDITION SITE PLAN
5	.	.

PREPARED FOR:

LENNAR CORPORATION
16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MINNESOTA

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

Nicholas Meyer
NICHOLAS T. MEYER
DATE: 11/02/2023 LICENSE NO. 53774

TALAMORE
ROSEMOUNT, MINNESOTA

Westwood
Phone (952) 937-5150
Fax (952) 937-5822
Toll Free (888) 937-5150
12701 Whitewater Drive, Suite #300
Minnetonka, MN 55343
westwoodps.com
Westwood Professional Services, Inc.

LANDSCAPE NOTES & DETAILS

PROJECT NUMBER: 0033415.00

SHEET NUMBER: 8 OF 8

DATE: 11/02/2023

Memorandum

To: Brian Erickson, City Engineer
Nick Egger, Director of Public Works

CC: Planning & Personnel Secretary

From: Amanda Sachi PE, Kris Keller, PE, WSB Engineering Consultants

Date: November 20, 2023

Re: Talamore 4th Addition
Construction Plan Review
WSB File Number 023997-000

SUBMITTAL:

Lennar Corporation has submitted construction plans for the development Talamore 4th Addition which lies north of County Road 42, east of Emerald Isle Addition and south and west of Flint Hills Resources Pine Bend LLC property. The plans submitted were prepared by Westwood Professional Services. Review comments were generated from Construction Plan submittal, dated 10.23.2023. The submittal included the following:

- Final Plat
- Construction Plans
  - Cover Sheet
  - Sanitary Sewer/Watermain
  - Storm Sewer/Streets
  - Signing and Lighting
  - Details

FINAL PLAT

Talamore 4th Addition consists of 38 single family lots, 16 townhouse lots, and extensions of Connemara Trail, a major collector street, and 4-5 local and private residential street segments.

SANITARY SEWER AND WATERMAIN CONSTRUCTION PLAN

1. Provide information and utility agreements for extents of public/private streets and utilities along Upper 144th Ct and Aster Ct
2. Verify whether there is an issue with utility services for townhomes that fall on or near the property line along Upper 144th Ct and Aster Ct
3. Note the watermain section on the west end of Upper 143rd Street may have difficulty bleeding air from during testing.
4. Provide the next existing gate valve on the west end of Upper 143rd Street that will be shutoff for testing the watermain.
5. Shift the gate vale from the southern leg of the tee at Upper 143rd Street and Arborvitae Circle to the west leg
   a. The future extension will provide a gate valve to the east leg

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6. The hydrant at the east end of Upper 143rd Street is in the roadway.
    a. A hydrant will need to be permanently near that location for fire protection
    b. Show paving limits relative to the hydrant location
    c. Consider shifting the hydrant out of the roadway
    d. Provide a temporary turnaround/cul de sac
7. Provide structure information for MH-32 in the profile
8. Clarify storm and sanitary sewer line types near MH-29A
9. Provide the next existing gate valve north of the watermain connection near MH-29A that will be shutoff for testing the watermain.
10. The easement for the sanitary sewer between MH-32 and MH-29A is ~20' from center while the sanitary sewer is 25' deep
11. Show the property lines on the Arborvitae Circle Plan View on sheet 5 of 19.
12. Realign the sanitary sewer and watermain at the intersection of Acorn Avenue and Upper 141st Street such that the sanitary sewer does not have a bend less than 90 degrees.
13. Shift the gate valve in the bubble at the intersection of Acorn Avenue and Upper 141st Street to the newly created cross to the north.
14. Provide a minimum 3 valves at the newly created cross to the north on Acorn Avenue
15. The hydrant at the east end of Upper 141st Street is in the roadway.
    a. A hydrant will need to be permanently near that location for fire protection
    b. Show paving limits relative to the hydrant location
    c. Consider shifting the hydrant out of the roadway
    d. Provide a temporary turnaround/cul de sac

STREETS AND STORM SEWER

16. Show the proposed barricade location at the east end of Upper 143rd Street
17. The easement for the storm sewer between CBMH-214 and STMH-201 is ~10' from center while the storm sewer is ~13' deep
18. The easement for the storm sewer on the east end of Arborvitae Circle is ~8'
19. The easement for the storm sewer east of the bubble at the intersection of Acorn Avenue and Upper 141st Street is ~9'
20. Provide barricades for the north end of Acorn Avenue
    a. Show paving limits relative to the hydrant location
    b. Consider shifting the hydrant out of the roadway
21. The natural travel path of the bubble at the intersection of Acorn Avenue and Upper 141st Street seems unclear in both directions. This could lead to an increased risk of collision. Determine whether additional striping or signage is necessary.
22. Provide a temporary turnaround/cul de sac at the east end of Upper 141st Street
    a. A hydrant will need to be permanently near that location for fire protection
    b. Show paving limits relative to the hydrant location
    c. Consider shifting the hydrant out of the roadway
    d. Provide a temporary turnaround/cul de sac

DETAILS

23. Change the cross slope direction arrow for drainage in the typical private street section to show cross drainage as indicated
24. Clarify whether the tipout curb shown in the typical private street section is surmountable or B612

SIGNAGE AND LIGHTING

25. Clarify whether the bubble at the intersection of Acorn Avenue and Upper 141st Street requires any additional striping or signage.

INTERSECTION DETAILS

26. No comments

SURFACE WATER MANAGEMENT

The Surface Water Management plan review for the Talamore 4th Addition is forwarded in a separate memo. Comments included in the Surface Water Management review shall be incorporated in the project design.

LANDSCAPE PLAN

A Landscape plan was not submitted. Landscaping should not conflict with maintenance of the infrastructure. Tree plantings should allow space for access and maintenance of proposed infrastructure.

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.

Memorandum

To: City of Rosemount

From: Laura Pietila, PE
Bill Alms, PE

Date: November 16, 2023

Re: Talamore 4th Stormwater Management Plan Review
WSB Project No. 023997-000

We have completed a review of the documents provided for Talamore 4th (previously Bester Property) by Westwood Professional Services on October 26, 2023. Documents reviewed include:

- *23-10-23 Talamore Rev1 – 4th Addition Final Utility.pdf*

Applicant should provide responses to each comment. We offer the following comments below. Note that several of the provided comments remain from the Talamore 1st, 2nd, and 3rd Addition reviews.

Grading, Drainage, and Erosion Control Comments:

1. General
    a. Submit an operation and maintenance agreement for the basins.
        i. To be completed with final plans. To be submitted by Lennar.
    b. Submit all required permits (NPDES, etc.).
        i. To be completed with final plans.
    c. Provide a geotechnical report and infiltration testing once complete.
    d. Submit grading and erosion control plans for Talamore 4th Addition.
2. Ponds and Wetlands
    a. The Comprehensive Planned normal water level of regional basin 3073 is 922. The proposed basin has a normal water level 10-feet below that.
    b. The normal water level of the Emerald Isle pond which discharges to basin 3073 is 924. Groundwater seepage issues are anticipated with basin 3073's normal water level located 12-feet below the adjacent basin.
        i. Noted that groundwater influence will be reviewed in the final design process. If analysis shows the potential for issues, the Bester Pond will be lined. Discussions regarding the need for a liner are ongoing with the City staff.
3. Storm Sewer Design
    a. Inlets should be located such that 3 cfs is the maximum flow at the inlet for the 10-year design storm event and does not exceed the applicable spread design for the road. Please submit these calculations and review the flow to CBMH 283.
    b. Limit hydraulic head increase by matching flow lines at structures (CBMH 109, CBMH 110, CBMH 215).

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c. Submit updated storm sewer design calculations. The following items do not match the latest calculations:
    i. Pipe slope from CB-284 to CBMH-283.
    ii. Pipe slope from CBMH-282 to STMH-281.
    iii. Pipe slope from CBMH-283 to CBMH-282.
    iv. Pipe slope from CB-213 to CBMH-212.
d. How will the 15” and 18” pipes after CBMH-212 be connected when the transition occurs mid pipe run and not at a structure? This type of transition is generally not recommended.
e. Storm sewer construction is shown outside of the salmon phasing limits in several locations. Extend phasing limits.

ROSEMOUNT
PARKS AND RECREATION

M E M O R A N D U M

To: Adam Kienberger, Community Development Director
Anthony Nemcek, Senior Planner
Julia Hogan, Planner

From: Dan Schultz, Parks and Recreation Director

Date: November 17, 2023

Subject: Talamore 4th Addition

The Parks and Recreation Department recently reviewed the plans for the Talamore 4th addition final plat. After reviewing the plans, the Parks and Recreation Department staff has the following comments:

Parks Dedication
The parks dedication for the 4th addition will be a cash in-lieu of land payment in the amount of $174,800 (38 low density units x $3,400 and 16 medium density units x $2,850).

Please let me know if you have any questions about this memo.

ROSEMOUNT MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: December 21, 2023

AGENDA ITEM:	Authorize 2024-2025 Union and Non-Union Benefits	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY:	Logan Martin, City Administrator	**AGENDA NO.** 6.m.
ATTACHMENTS:		**APPROVED BY:** LJM
RECOMMENDED ACTION: Staff recommends the City Council authorize the Mayor and City Clerk to execute labor contracts for 2024-2025 with LELS Patrol, LELS Sergeants, Teamsters Public Works, and AFSCME; and to direct staff that the subsequent benefit changes apply to non-union positions, effective January 1, 2024.		

BACKGROUND

The City of Rosemount has 4 bargaining groups comprising the City's Police Officers, Sergeants, Public Works employees, and Non-Management City Staff. Contracts for all four labor groups expire in 2023, and negotiations with these groups have been ongoing since late summer. The City's negotiating team has reached agreement with all groups, and confirmatory votes have taken place with 3 of the 4 groups (with the final group voting prior to the Council meeting).

The following memo aims to cover general terms that exist in each contract that have been updated for 2024-2025.

Duration

2 years (2024 & 2025)

Wages

4% increase on January 1, 2024
3.5% increase on January 1, 2025

Special Assignment Pay in Police Department

Change monthly stipend to a flat 4.75% per month. This has a minor monetary impact, incentivizing longer-tenured officers (higher on the step schedule) to pursue special assignments.

Sergeants serving as the Administrative / Investigative Sergeant will receive 4.75% stipend due to increased off-duty / other demands of those positions.

LELS Patrol will receive a 0.5% retention pay in 2025 and LELS Sergeants will receive a 0.5% addition to their longevity scale in 2025 for retention pay.

Clothing Allowance
LELS = $125 increase annually
LELS Sergeants= $125 increase annually
Public Works= $50 increase annually
AFSCME = $100 clothing annually, additional $150 for safety boots for 3 staff (new benefits)

Health Insurance Modifications
The City implemented a High-Deductible plan this year in response to City Council direction. Under the new plan, the Family deductible is now $6,400 (compared to $3,000 previously). In order to offset the impact of that switch, the City will contribute $3,200 (or $1,600 for single) annually into an HSA account due to the exposure risk of employee. An employee wishing to stay on the low-deductible single plan now must pay a small premium, an effort to incentivize participation in the other plan.

Waiver amount (for employees waiving coverage) will be reduced from $518 to $400, a reaction to insurance providers suggesting that the City is overly incentivizing non-participation in the insurance program.

These changes have been discussed for many years, and the implementation of them now was veiwed as a significantly impactful change by the bargaining units. As such, the City provided additional benefits in other areas (COLA, HSA, etc.) to reach a final agreement.

Leave Time / Holidays
24.1 *Amend language to recognize Juneteenth as a State-mandated holiday*

24.2 *Change language to address Earned Sick and Safe Time (State mandate)*

The labor negotiations process is a critical bi-annual task to ensure that the City remains a competitive employer while also protecting the City's need to provide the public services that the community expects. This year's negotiations were respectful and in good faith, and the continued positive relationship among the bargaining units is appreciated.

RECOMMENDATION
Staff recommends the City Council authorize the Mayor and City Clerk to execute labor contracts for 2024-2025 with LELS Patrol, LELS Sergeants, Teamsters Public Works, and AFSCME; and to direct staff that the subsequent benefit changes apply to non-union positions, effective January 1, 2024.

ROSEMOUNT MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: December 21, 2023

AGENDA ITEM:	Firefighter Relief Association Benefit Interest Rate Change	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY:	Teah Malecha, Administrative Services Director Logan Martin, City Administrator	**AGENDA NO.** 6.n.
ATTACHMENTS:		**APPROVED BY:** LJM
RECOMMENDED ACTION: Motion to set the benefit interest rate for a fully vested member to 5.0% for 2024.		

BACKGROUND

According to The Firefighter Relief Association (the "Relief Association") bylaws, the interest rate for members placed on the fully deferred list (firefighters that have retired with 20 or more years of services and are not 50 years of age) is based on the previous year's special fund investment percentage (the maximum is 5% and the minimum is 0%). Each year the board needs to calculate the rate at the end of October so that they can approve the rate at the Relief Association's November meeting, and then have the Council approve the rate at a December meeting to make it effective January 1st.

This year the investment increase percentage, as of the end of October 2022, is at 5.35%, so the rate for a deferred member will be set at 5.0% (the maximum it can be set to). This rate will apply to anyone that retires in 2023 with more than 20 years of service but has not reached the age of 50, and anyone that is currently on the deferred list. Currently, we do not have any members on the fully deferred list.

Please contact Reed Drangstveit, the Relief Association Secretary, with any questions or concerns.

RECOMMENDATION

Staff recommends City Council authorize the benefit interest rate for a fully vested member to 5.0% for 2024.

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: December 21, 2023

AGENDA ITEM: Recognizing New Firefighters Off Probation	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY: Richard Schroeder, Fire Chief	**AGENDA NO.** 6.o.
ATTACHMENTS:	**APPROVED BY:** LJM
RECOMMENDED ACTION: Staff recommends recognizing new firefighters coming off probation	

BACKGROUND

The Fire Department would like to have the City Council recognize Firefighters Noah Bularz, Anthony Ostgulen, and James Hansen who will complete their probationary status on January 4, 2024. They satisfied all training requirements, which included Emergency Medical Responder training, Firefighter I / Firefighter II training as well as Hazmat Operational Level training. The three of them have represented the fire department with a high level of professionalism and integrity the past two years and have the full support of the department to be promoted to regular status.

RECOMMENDATION

The Fire Department is requesting City Council to recognize Firefighters Noah Bularz, Anthony Ostgulen, and James Hansen for completing all requirements of probation and to assume the regular duties of their counterparts effective upon approval at the council meeting.

ROSEMOUNT MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: December 21, 2023

AGENDA ITEM:	Request by CA Gear for approval of Rezoning, A Major Amendment to the Custom Apparel Planned Unit Development Agreement, and a Conditional Use Permit to construct a 7,400 square foot addition onto the existing sportswear manufacturing and athletic training facility.	**AGENDA SECTION:** NEW BUSINESS
PREPARED BY:	Julia Hogan, Planner	**AGENDA NO.** 9.a.
ATTACHMENTS:	Ordinance, Resolutions, PUD Amendment, November 28, 2023 Planning Commission Meeting Minutes Excerpt, Site Location, Project Narrative, Property Survey, Site Plan with Detail Sheets, Grading, Draining and Erosion Control Plan, Landscape Plan, Architectural Elevations , Engineer's Memo Dated November 20, 2023, Stormwater Review Memo Dated November 20, 2023	**APPROVED BY:** LJM

RECOMMENDED ACTION:

1. **Motion** to adopt an Ordinance amending Ordinance B City of Rosemount Zoning Ordinance to change the zoning of the site from BP PUD – Business Park Planned Unit Development to BP/C4 PUD – Business Park/General Commercial Planned Unit Development.

2. **Motion** to adopt a resolution approving the Major Amendment to the Custom Apparel Planned Unit Development Agreement.

3. **Motion** to authorize the Mayor and City Clerk to execute a Major Amendment to the Custom Apparel Planned Unit Development Agreement.

4**. Motion** to adopt a resolution approving a Conditional Use Permit for Custom Apparel allowing operation of an outdoor seating or dining area for eleven or more seats, subject to conditions.

BACKGROUND

Applicant:	Symnabdre Properties, LLC
Location:	15641 Canada Circle, approximately 3/4 of a mile south of 150th Street West (TH42), west of South Robert Trail (TH3) and immediately north of Canada Circle
Area:	3.75 Acres

Comp. Guide Plan Design:	BP - Business Park
Current Zoning:	BP PUD - Business Park Planned Unit Development

The City Council is being asked to consider requests submitted by Symnabdre Properties, LLC on behalf of Custom Apparel, Inc. for approval of rezoning the site from BP PUD – Business Park Planned Unit Development to BP/C4 PUD – Business Park/General Commercial Planned Unit Development, a Major Amendment to the Custom Apparel Planned Unit Development Agreement, and a Conditional Use Permit to allow operation of an outdoor dining area for eleven (11) or more seats to allow for the construction of a 7,400 square foot addition onto the existing sportswear manufacturing and athletic training facility which will consist of a taphouse, athletic training area, and outdoor patio. Staff recommends approval of the requests subject to the conditions outlined above.

PLANNING COMMISSION ACTION

The Planning Commission reviewed the applicant's requests at its meeting on November 28, 2023, at which a public hearing was held to receive public comment. The Commission inquired if there were to be a change in business on site if the PUD would remain in effect with the proposed rezoning, staff informed the commission that the PUD would remain. The Commission also wanted clarification on whether the noise levels would be in conformance with the required noise standards. Staff explained that there is an existing tree line by the railroad tracks would help with buffering the noise levels from the closest residential area. The Commission questioned the parking on Canada Circle, which staff informed the Commission that parking is allowed along Canada Circle. The Commission questioned if there was a limit to the outdoor seating areas with the rezoning. Staff explained that the limit comes from how many off street parking stalls are available. The Commission asked is any traffic analysis had been done on the intersection of Highway 3 and Canada Circle. Staff explained that a traffic analysis is not required in this process and that Highway 3 is a state highway, and no concerns were raised by them.

The Planning Commission heard from the applicant and as well as one resident. The applicant answered questions that were raised by the Commission during the initial discussion. The applicant clarified that the unisex bathroom shown on the architectural plans is open to all and that the amenities are the same for bathrooms. The applicant also clarified that the hours of the taproom will be similar to hours of the existing training facility. The resident that spoke regarding this request asked if there were any plans for food service with the proposed tap room. The applicant stated that there are already concessions in the athletic training facility area, but there are future plans to do Neapolitan pizzas and food trucks.

The Planning Commission voted unanimously to recommend approval of the project.

BACKGROUND

The existing Custom Apparel site is located roughly ¾ of mile south of County Road 42 on the west side of South Robert Trail and just south of the Progressive Rail railroad bridge that extends over the state highway. A portion of the subject parcel was acquired by the city several years ago after South Robert Trail (TH3) was moved further east of the site as part of the TH3/TH46 intersection realignment project in the early 2000's. The City acquired the property to permit Downtown businesses to relocate if their properties were being redeveloped. Ownership of the site was previously split between the City and the Rosemount Port Authority, and both entities entered into an agreement to sell slightly over 4 acres

for the construction of the Custom Apparel manufacturing business.

Over the last three decades, the area around the Custom Apparel site has undergone many changes due to the realignment of South Robert Trail twice, to accommodate a new railroad bridge and the aforementioned TH46 project. These changes created several remnant pieces that have since been assembled by the City or the Port Authority into a larger, developable piece of land. In the fall of 2017, the City initiated a grading project to remove previous road infrastructure and to create a level site for redevelopment, and in 2018 re-platted the property to create the 4.15 parcel that was sold to the owner of Custom Apparel, Inc. The City still owns the public works site next to the railroad right-of-way and has retained two smaller outlots immediately adjacent to the public works property.

In 2018, the applicant came forward to the city with requests for a Planned Unit Development Master Development Plan and Final Site and Building Plan and a rezoning of the site to allow for the construction of a facility to house the custom sportswear manufacturing business and an athletic training area. The project consisted of the development of a building with a 13,552 square foot footprint on the eastern portion of the site that would house the business known as CA Gear which was previously located in the City of Burnsville. The operation of the business includes a showroom displaying available product and samples, offices for design work and business functions, and manufacturing areas where embroidery, printing and assembly processes occur. The majority of the building space was planned to be devoted to the manufacturing, assembly, and processing of the custom apparel goods. There was also to be a sales component with showroom space and related sales desk for customers. In addition to the manufacturing and sales business, the western portion of the building planned to house an athletic training facility with most of the space devoted to six batting cages. Furthermore, the facility was planned to include a fitness area, party room, lounge, and concession counter. The unique circumstance of two uses within one building is the reason why a PUD was applied for by the applicant. The PUD allowed for flexibility to allow for both the manufacturing use and the athletic training use to coexist within the same building.

The proposed building expansion will be located off the western side of the existing building and will consist of a 5,000 square foot footprint with a total of 7,400 square feet of total added space. The expansion will house a taphouse, ground floor patio, golf simulators/lounge area and an outdoor roof patio. The applicant's narrative explains that unlike the manufacturing side of the business where the busy times are during business hours Monday-Friday, the proposed taproom and golf simulator area would bring in traffic primarily during the evening hours and weekends.

ISSUE ANALYSIS

Legal Authority

Major Planned Unit Development Amendments are a legislative decision because of the Code deviations being requested. Legislative decisions give the Planning Commission more latitude, but consideration should be given to the PUD standards of the existing Custom Apparel Planned Unit Development Agreement. Rezoning is also a legislative decision for the City, but the rezoning must conform with the adopted Comprehensive Plan to be approved. Therefore, while technically legislative in nature, if a rezoning is in line with the Comprehensive Plan, it should be approved. Staff's review of each application is provided below.

Rezoning

The subject parcel is located within the Custom Apparel Planned Unit Development. This site is guided for BP – Business Park and is currently zoned BP PUD – Business Park Planned Unit Development. In early 2018 the site was reguided from RC – Regional Commercial to BP – Business Park as the BP land designation was more consistent with the intended use of the site. The land was then rezoned later in 2018 from BP – Business Park and P/I – Public/Institutional to its current BP PUD – Business Park Planned Unit Development zoning. The change in zoning allowed for the site to have the proposed different uses of sportswear manufacturing and athletic training. The PUD provided flexibility to allow uses and a mix of uses that otherwise would not meet the requirements of the underlying zoning district.

The proposed taproom and outdoor patio use are not permitted within the BP – Business Park zoning district, but are an allowed use and conditional use within the C4 – General Commercial district. Rosemount City Code Section 11-10-6: Planned Unit Developments allows for planned unit developments with a mix of uses so long as the overall area of the planned unit development is designated for those uses in the Comprehensive Plan. In this case, the subject area was reguided to the Business Park land use designation. The Comprehensive Plan allows for some C4-General Commercial zoning districts within the BP land use designations, particularly near intersections of major roads.

The City Code Section 11-10-6 C.2. states "For mixed use PUDs, the City Council shall, whenever reasonably practical, specify underlying zoning classifications for the various parts of the PUD. When it is not reasonably practical to specify the underlying zoning classification, the City Council may rezone the district, or any part thereof, to "PUD-mixed"." An example of this PUD mixed zoning is Rosewood Commons which was approved back in 2020. The applicant for Rosewood Commons came forward to the city requesting a Planned Unit Development Master Development Plan with the Rezoning of 5.5 acres of land on the site from C4 – General Commercial to R4 – High Density Residential, which would allow the site to have that mixed zoning of C4/R4 PUD – General Commercial/High Density Residential Planned Unit Development.

Staff consulted with the City's Attorney regarding the rezoning of the site from BP – PUD to CP/C4 PUD, and the City's Attorney agreed that the Custom Apparel PUD fits under the standards of Section 11-10-6 C.2. within the City's Code.

MAJOR AMENDMENT TO THE PUD AGREEMENT

Amendments to approved master development plans may be approved by the City Council following review by the planning commission. The notification and public hearing procedure for a Major Amendment is the same as that of the original approval. An amendment is determined to be major if it:

1. Substantially alters the location of buildings, parking areas or roads.
2. Increases or decreases the number of residential dwelling units by more than five percent (5%).
3. Increases the gross floor area of nonresidential buildings by more than five percent (5%) or increases the gross floor area of any individual building by more than ten percent (10%).
4. Increases the number of stories of any building.
5. Decreases the amount of open space by more than five percent (5%) or alters it in such a way as to change its original design or intended use.

6. Creates noncompliance with any special condition attached to the approval of the master development plan.

In this case, the proposed project increases the gross floor area by more than five percent, decreases the amount of open space by more than five percent, and substantially alters the location of parking areas. Therefore, the proposed project requires a major amendment to the Custom Apparel Planned Unit Development Agreement.

Streets & Access

The site has one access point to Canada Circle, which in turn provides access for several properties in the area from South Robert Trail. The city will continue to access the public works storage and staging via an existing private road connection west of the subject parcel. This private road may need to be moved at some point in the future if there is any further development on the applicant's parcel, but at this time the proposed expansion does not warrant a change in this private road connection. There will be no changes to the access driveway with the proposed expansion to the building.

Off-Street Parking

The site is currently meeting and exceeds the off-street parking requirements for the BP - Business Park district with the allowance for the sharing of parking between the two different building uses that was approved with the Custom Apparel final site and building plan. A minimum of 50 parking stalls were required for the site, but ultimately 70 parking stalls were installed onsite.

The closest match for the activities currently taking place within the structure in accordance with the City's off-street parking ordinance are "custom manufacturing" and "athletic facility". The use within the proposed expansion area would fall under "restaurants, cafes, bars, cocktail rooms, and taprooms" therefore, these use classifications were used as the basis for the parking evaluation. The following chart documents the minimum parking standards required under the City Code:

Use	**Parking Required**	**Minimum Spaces**
Custom Manufacturing	1 stall per employee plus 1 stall per 300 gross sq. ft. of retail	9
Athletic Facility	1 stall per 200 gross sq. ft.	45
Restaurants, Cafes, Bars, Cocktail Rooms, and Taprooms	1 per 3 seats	96
Total		**150**

The parking plans depict that there will be 107 stalls provided on site with an additional 43 stalls as future proof of parking totaling 150 stalls. Currently on site there are 34 parking stalls located between the existing building and Canada Circle and 36 parking stalls located on the rear side of the building closer to the northern boundary of the site. There are 37 new parking stalls proposed for the site which is shown to be located west of the proposed expansion and as well as west of the existing stalls on the rear side of the building. There are an additional 43 parking stalls shown as proof of parking west of the proposed additional stalls west of the expansion.

Approved with the Custom Apparel Planned Unit Development Agreement was a deviation from Section 11-6-1.H Off Street Parking Required within the Code. The deviation states "Fewer parking stalls than required by the city code may be provided so long as a parking shortage does not occur. In the case of a parking shortage, the property owner will work with staff to modify the event schedule to reduce parking demand on site or to provide additional parking to accommodate the demand." The applicant was requesting flexibility under the PUD to account for joint use of off street parking spaces where operating hours do not overlap in accordance with Section 11-6-1.E. of the zoning ordinance. The peak demand times for the athletic training and recreation facility were expected to occur during the evening and weekends while the custom apparel business was to generally operate during normal business hours. Staff recommended that the allowance for shared parking be approved as part of the PUD flexibility for the project. The proposed taproom use also falls under that category of peak demand times occurring during evening hours and weekends. Staff finds the proposed parking plan meets the requirements outlined both in the PUD and the Off Streeting Parking requirement standards.

Lot and Building Standards

The proposed site design is consistent with the lot and building performance standards for the BP Business Park District and C4 General Commercial District. These standards are detailed in the table below. Please note that the required setbacks for this lot include an increased setback because it is adjacent to a minor arterial road.

Lot and Building Performance Standards for the BP – Business Park District and C4 – General Commercial				
Standard	**BP Requirements**	**C4 Requirements**	**Existing Building**	**Proposed Expansion**
Front Setback (East – TH3)	60 ft.	30 ft.	40 ft.	>160 ft.
Side Setback (South)	10 ft.	10 ft.	84 ft.	>70 ft.
Side Setback (North)	10 ft.	10 ft.	140 ft.	>130 ft.
Rear Setback (West)	30 ft.	30 ft.	200+ ft.	>200 ft.
Minimum Lot Size	1 acre	20,000 square feet	3.9 acres	
Minimum Lot Width	120 ft.	120 ft.	500+ ft.	
Minimum Lot Depth	None	None	250+ ft.	
Maximum Lot Coverage	75% Max	75% Max	39.7%	

Architectural Appearance & Building Massing

The proposed building generally exceeds the exterior building material standards for the BP Business Park District and C4 General Commercial District. The zoning standards require "360 degrees" architecture for this district, which means that all sides of the building need to comply with the building materials, colors, and design elements required under the code. In this case, the applicant is proposing a consistent look with the existing building which includes fiber cement wood grain siding panels and prefinished ribbed metal panels as an accent to the panels.

As designed, the proposed addition meets or exceeds the architectural appearance and building massing requirements of the BP – Business Park district and C4 – General Commercial district. The building elevations facing Canada Circle and the western property boundary will include a combination of fiber cement wood grain siding panels and prefinished ribbed metal panels, which will contrast with the existing building's precast concrete panels directly east of the addition. The façade on the existing southeast corner is taller than the remainder of the building which provides additional variation along the roof line and the street. This façade will also continue with the new addition where the southwest corner will also have that taller element to it.

The site overall is somewhat isolated from any neighboring buildings and will be well-screened from the residential neighborhoods further to the east and across the railroad tracks.

Parks and Open Space

The requirement for park dedication is triggered with the preparation of a formal plat. In this case, the subdivision was approved at the time the property was under the City's control, and the City would not require or collect a park dedication for property it owns.

Landscaping

Back in 2018, staff reviewed the landscape plan that was submitted for the initial development of the site. Staff did not include the expansion area west of the drive aisle in its original analysis, but did review the area where the existing building is located and where the proposed addition area will be. The applicant's original landscape plan was required to be brought into compliance with the ordinance criteria, as a condition of approval was that the landscape plan was required to be updated for review and approval to include 7 additional trees to be planted within landscape islands or between the building and adjacent City property northwest of the building prior to building permit issuance.

Since the development area is not increasing in size from what was originally reviewed, additional trees will not be required to be added but additional foundation planting will be required. The code requires 1 foundation planting for every 10 linear feet of building. The applicant's updated landscape plan shows an additional 90 foundation plantings to be planted around the proposed addition - this exceeds the required 30 plantings. There are existing foundation plantings located along the west side of the building which will need to be removed for the proposed expansion. The landscape plan also shows that there will be 7 salvaged and replanted trees located on the west side of the site near the extended parking areas.

Engineering Comments

The Engineering Department has reviewed the plans provided by the applicant. Comments by the City's engineering consultant are contained in the Engineer's Memo dated November 20, 2023. Comments in the review speak to the submitted site plan and grading, drainage, and erosion control plan. Notable comments include updated vehicle turning movements with revised parking areas will need to be provided, updated proposed contours around the perimeter of the expanded parking area to blend in with existing contours will also need to be provided. Also mentioned is that if utilities (sanitary sewer and water) are required for the building addition, they will be extended internally.

A stormwater review has also been completed and the memorandum dated November 20, 2023, is attached. Comments in the review speak to grading, drainage, and erosion control, as well as

stormwater management. Notable comments within the memo include that if any impervious coverage in addition to the originally planned 1.11 acres is added, then additional stormwater management will be required, and updated storm sewer sizing calculations and a catch basin drainage area map will need to be provided.

Conditional Use Permit
Legal Authority
Conditional use permits (CUP) are considered quasi-judicial actions. In such cases, the City is acting as a judge to determine if the regulations within the Comprehensive Plan, Zoning Ordinance and Subdivision Ordinance are being followed. Generally, if the application meets these requirements, it must be approved.

Purpose
The purpose of conditional use permits is to allow for those uses which are not generally suitable by right within a given zoning district but may be suitable under some circumstances. The burden of demonstrating the proposed use meets the criteria for granting a conditional use permit and meeting all applicable standards lies with the applicant.

As a conditional use, outdoor seating or dining areas for eleven (11) or more seats are subject to the general CUP standards outlined in Section 11-10-7 as well as the standards specific to this use in Section 11-4-14.D. These standards evaluate the City's land use and zoning performance standards and the potential impact of the proposed use on the surrounding neighborhood. These standards and staff findings for each are provided below.

1. Will not be detrimental to or endanger the public health, safety, or general welfare of the neighborhood or the city.
Finding: The outdoor seating or dining area will not be detrimental to the public health, safety, or general welfare of the neighborhood or the City of Rosemount.

2. Will be harmonious with the objectives of the comprehensive plan and city code provisions.
Finding: The subject property is guided BP – Business Park by the comprehensive plan and is currently zoned BP PUD – Business Park Planned Unit Development. The applicant is requesting the site to be rezoned to BP/C4 PUD – Business Park/General Commercial Planned Unit Development, as outdoor seating or dining areas for eleven or more people are a conditional use within the C4 – General Commercial zoning district.

According to the comprehensive plan, a limited secondary zoning for the BP – Business Park land use designation is C4 – General Commercial near intersections of major roads. The purpose and intent of the C4 – General Commercial district is to provide a wide range of goods and services to the entire community. Due to their proximity to major arterial streets, businesses in this district are dependent on large volumes of traffic, thus need to be highly visible and accessible.

3. Will be designed, constructed, operated, and maintained so as to be compatible or similar in an architectural and landscape appearance with the existing or intended character of the general vicinity and will not change the essential character of that area, nor substantially diminish or impair property values within the neighborhood.

Finding: Staff finds the materials used for the design of the outdoor dining areas will be attractive and will be similar to the existing building on site. This design conforms to the site and building standards of the C4 District.

4. Will be served adequately by existing (or those proposed in the project) essential public facilities and services, including streets, police and fire protection, drainage, structures, refuse disposal, water and sewer systems and schools.
Finding: The existing building on site is served adequately by existing essential public facilities and services.

5. Will not involve uses, activities, processes, material equipment and conditions of operation that will be hazardous or detrimental to any persons, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors.
Finding: While the outdoor dining area will likely create additional noise, this area is located over 500 feet from the nearest residential area, and is screened from that residential area by large trees lining the existing railroad tracks.

6. Will have vehicular ingress and egress to the property which does not create traffic congestion or interfere with traffic on surrounding public streets.
Finding: The proposed dining area will not interfere with existing drive aisle. The subject property has direct ingress and egress from Canada Circle.

7. Will not result in the destruction, loss or damage of a natural, scenic, or historic feature of major importance and will comply with all local, state, and federal environmental quality standards.
Finding: The proposed use will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance and will comply with all local, state, and federal environmental quality standards.

8. These standards apply in addition to specific conditions as may be applied throughout this code.
Finding: Outdoor dining areas for eleven or more seats are also subject to the specific conditional use permit standards in Section 11-4-11.D as outlined below.

In addition to the general conditional use permit standards reviewed above, the proposed use must comply with the specific performance standards for outdoor seating or dining areas for eleven (11) or more seats. These standards along with staff findings are detailed below.

1. The site and enclosure(s) shall be designed to limit the effects of outdoor seating or dining areas on contiguous properties and/or public rights of way.
Findings: According to the materials submitted by the applicant, the materials used for the design of the outdoor dining areas will be attractive and of high quality. The areas will be located over 200-feet from the TH3 right-of-way and over 55-feet from the Canada Circle right-of-way. The applicant's plan calls for the outdoor seating area on the ground floor to include 36-inch-tall fencing with planting surrounding the area.

2. The seating area shall be located on private property along the front, side or rear of the principal building but shall not be located within a required setback or on the side abutting any residential use

or district.
Findings: The proposed outdoor seating areas will be located along the front (southwest) side of the new expansion area which is west of the existing building. It will also be located along the western side of the new expansion, on both the ground floor and 2nd floor deck. These areas are over 500 feet from the nearest residential zoned district.

3. The seating area shall not interfere with circulation in any required parking, loading, maneuvering or pedestrian area. A minimum four foot (4') passageway shall be maintained along the private sidewalk for pedestrians.
Findings: The proposed outdoor seating areas will not interfere with circulation in any required parking, loading, maneuvering or pedestrian areas. The outdoor seating areas will be added on to current open space area where there are no parking or pedestrian areas currently. There is a 4-foot-wide sidewalk along the front of the existing building and the plans show that the sidewalk will be extended to the ground floor patio area. The plans also show a sidewalk being installed towards the rear of the building which will lead to the stairs that will access the roof patio area.

4. The seating area shall be located in a controlled or cordoned area acceptable to the city with at least one opening to an acceptable pedestrian walk.
Findings: The applicant's plan shows a 36-inch-tall fence enclosing the ground floor patio area with multiple access points from the building side and as well as two accesses from the outside to the patio area. The 2nd floor roof patio shows the area enclosed by steel railings on all sides. There will be an access point from the outside with stairs from the ground floor to the 2nd floor patio and as well as an access point from inside the building as well.

5. When a liquor license is granted, an uninterrupted enclosure is required and the enclosure shall only have access through the principal building.
Findings: The applicant's plan show a 36-inch-high powder-coated steel fencing along the whole ground floor patio area. The second-floor outdoor deck area shows painted steel railing with wood top rail enclosing the area.

6. The seating area shall not be permitted within two hundred feet (200') of any residential use or district as measured at the property line and shall be separated from residential use or district by the principal structure or other method of screening acceptable to the city. The minimum distance from a residential use or district may be reduced should the city determine the applicant has added sufficient elements to reduce the impact of this use.
Findings: The outdoor dining areas will be located over 500-feet from the nearest residential district and more than 600-feet from the closest dwelling. Staff finds the distance as well as the existing screening along the railroad provides sufficient elements to reduce the impact of the proposed use.

7. No public address system shall be audible from a noncommercial or nonindustrial use or district.
Finding: A condition of this approval will note that no public address system shall be audible from any residential use or district.

RECOMMENDATION

The Planning Commission and staff are recommending approval of Rezoning of the site from BP PUD –

Business Park Planned Unit Development to BP/C4 PUD – Business Park and General Commercial Planned Unit Development, a Major Amendment to the Custom Apparel Planned Unit Development Agreement and a Conditional Use Permit to allow operation of an outdoor dining area for eleven (11) or more seats allowing construction of a 7,400 square foot addition onto the existing sportswear manufacturing and athletic training facility subject to conditions of approval outlined in the recommend action section above.

City of Rosemount
Ordinance No. B-XXX

AN ORDINANCE AMENDING ORDINANCE B
CITY OF ROSEMOUNT ZONING ORDINANCE

Custom Apparel

THE CITY COUNCIL OF THE CITY OF ROSEMOUNT, MINNESOTA, ORDINANCE AS FOLLOWS:

Section 1. Ordinance B, adopted September 19, 1989, entitled "City of Rosemount Zoning Ordinance," is hereby amended to rezone property from BP PUD – Business Park Planned Unit Development to BP/C4 PUD – Business Park/General Commercial Planned Unit Development that is located at 15641 Canada Circle within the City of Rosemount legally described as follows:

Lot 1, Block 1, Canada Circle, Dakota County, Minnesota

Section 2. The Zoning Map of the City of Rosemount, referred to and described in said Ordinance No. B as that certain map entitled "Zoning Map of the City of Rosemount," shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's office for the purpose of indicating the rezoning hereinabove provided for in this Ordinance and all of the notation references and other information shown thereon are hereby incorporated by reference and made part of this Ordinance.

Section 3. This ordinance shall be effective immediately upon its passage and publication according to law.

ENACTED AND ORDAINED into an Ordinance this 21st day of December, 2023.

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 MAJOR AMENDMENT TO THE CUSTOM APPAREL PLANNED UNIT DEVELOPMENT AGREEMENT

WHEREAS, the Community Development Department of the City of Rosemount received an application from Custom Apparel requesting a major amendment to the Custom Apparel Planned Unit Development Agreement for an expansion to the site which puts the existing Planned Unit Development under the classification of needing a major amendment; and

WHEREAS, on November 28, 2023, the Planning Commission of the City of Rosemount held a public hearing and reviewed the Major Amendment to the Custom Apparel Planned Unit Development Agreement; and

WHEREAS, on November 28, 2023, the Planning Commission recommended approval of the Major Amendment to the Custom Apparel Planned Unit Development Agreement; and

WHEREAS, on December 21, 2023, the City Council of the City of Rosemount reviewed the Planning Commission's recommendations.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Rosemount hereby approves the Major Amendment to the Custom Apparel Planned Unit Development Agreement.

ADOPTED this 21st day of December, 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 GRANTING A CONDITIONAL USE PERMIT FOR CUSTOM APPAREL ALLOWING OPERATION OF AN OUTDOOR SEATING OR DINING AREA FOR ELEVEN OR MORE SEATS, SUBJECT TO CONDITIONS

WHEREAS, the City of Rosemount received an application from CA Gear requesting a Conditional Use Permit (CUP) to allow operation of an outdoor seating or dining area for eleven or more seats at 15641 Canada Circle; and

WHEREAS, on November 28, 2023, the Planning Commission of the City of Rosemount held a public hearing to review the CUP application allowing operation of an outdoor seating or dining area for eleven or more seats and adopted a motion to recommend that the City Council approve this request, subject to conditions; and

WHEREAS, on December 21, 2023, the City Council of the City of Rosemount reviewed and agreed with the Planning Commission's recommendation to grant a conditional use permit allowing operation of an outdoor seating or dining area for eleven or more seats at CA Gear located at 15641 Canada Circle.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Rosemount hereby approves a Conditional Use Permit (CUP) allowing operation of an outdoor seating or dining area for eleven or more seats at CA Gear located at 15641 Canada Circle, subject to the following conditions:

1. Approval of a building permit.
2. The existing principal structure and any additions to it must comply with all Minnesota State Building Codes including Accessibility requirements.
3. Secure a liquor license for the taproom and for the outdoor dining areas and must follow all City standards for a taproom as regulated by the license.
4. All driveways and parking areas shall be capable of supporting access by emergency vehicles and equipment.
5. No public address system, music, or tv located on the patio shall be audible from noncommercial or nonindustrial use or district.

ADOPTED this 21st day of December 2023 by the City Council of the City of Rosemount.

_____
Jeffery D. Weisensel, Mayor

ATTEST:

_____
Erin Fasbender, City Clerk

A MAJOR AMENDMENT TO THE CUSTOM APPAREL PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT TO ALLOW FOR AN EXPANSION ON SITE

THIS DECLARATION made this 21st day of December 2023, by and between **SYMNABDRE PROPERTIES, LLC**, (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, "Planned Unit Development Agreement for Custom Apparel", dated August 21, 2018, (hereinafter referred to as the "Planned Unit Development Agreement"); and

WHEREAS, Declarant wishes to amend the Planned Unit Development Agreement to expand on to the existing principal structure and to expand the existing parking area on site which the 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 Custom Apparel Planned Unit Development Agreement except as modified herein.

2. Except as modified by paragraphs 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 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

a. Request by CA Gear for approval of Rezoning, a Major Amendment to the Custom Apparel Planned Unit Development Agreement, and a Conditional Use Permit to construct a 7,400 square foot addition onto the existing sportswear manufacturing and athletic training facility.

Planner Hogan reviewed the proposal by CA Gear for a 7,400 square-foot addition to the existing athletic manufacturing facility. The addition would include a tap house, golf simulators, and outdoor seating.

Commissioner Comments:
Chair Kenninger asked if the change of business would still be subject to the PUD given the rezoning. Community Development Director Kienberger replied yes. Commissioner Reed confirmed with Planner Hogan that noise levels would be in conformance with standards and that there is a tree line by the railroad tracks. Reed asked if there was parking on the street open to the public. Planner Hogan stated that there is parking on Canada Circle. Commissioner Reed and Commissioner Thiagarajan asked about the unisex and men's restrooms, with Thiagarajan stating that the building officials may not approve only a unisex and men's restroom in the addition.

Commissioner Whitman asked how many seats there would be on the rooftop patio. Planner Hogan deferred to the applicant. Whitman asked if there is a limit to the amount of outdoor seating with the rezoning. Planner Hogan stated that there are limits on parking regarding the rezoning versus seating. Whitman asked if barriers/fences on the rooftop would be reviewed, Planner Hogan confirmed yes. He asked if any traffic analysis had been done on the intersection of Highway 3 and Canada Circle. Hogan stated that there is no study to her knowledge and mentioned that Canada Circle is being extended east. Community Development Director Kienberger noted that a traffic analysis is not required in this process and that highway 3 is a Minnesota state highway, which has not raised concerns for the state.

Public Comments:
Nathan Bry - 13402 Avila Ave Rosemount, MN
Bry is the applicant for CA Gear. He clarified that the unisex bathroom is open to all and that the amenities are the same for both restrooms, similar to other companies and organizations' newer initiatives. Commissioner Rivera asked if the tap house addition would have the same hours as the athletic facility. The applicant clarified that the hours would be similar, to act as a place for parents and the community to gather and relax during sports, etc.

Chad Byersdorfer - 14345 Cimarron Ave W Rosemount, MN
Byersdorfer asked if there were going to be any plans for food service along with the tap house. Bry answered that there are already concessions in the athletic facility and there is a potential for Neapolitan pizza down the line and/or food trucks. Commissioner Whitman asked about other potential future plans. Bry stated that there is a back room, in hopes of opening it for a card-trading area.

Motion by Kenninger **Second by** Reed
Motion to close the Public Hearing
Ayes: 6.
Nays: None. Motion Carried.

Motion by Kenninger **Second by** Whitman

Motion to

1. **Motion** to recommend the City Council adopt an ordinance rezoning the property from BP PUD – Business Park Planned Unit Development to BP/C4 PUD – Business Park/General Commercial Planned Unit Development.

Ayes: 6.

Nays: None. Motion Carried.

Motion by Kenninger **Second by** Hebert

2. **Motion t**o recommend the City Council approve a Major Amendment to the Custom Apparel Planned Unit Development Agreement, subject to:

a. Conformance with all requirements of the City Engineer as detailed in the Engineer's Memo dated November 20, 2023, and associated Stormwater Review Memo dated November 20,2023.

b. Approval of a sign permit application for any new signage on the site.

Ayes: 6.

Nays: None. Motion Carried.

Motion by Kenninger **Second by** Whitman

3. **Motion** to recommend the City Council approve a Conditional Use Permit for Custom Apparel allowing operation of an outdoor seating or dining area for eleven or more seats, subject to the following conditions:

a. Approval of a building permit.

b. Secure a liquor license for the taproom and for the outdoor dining areas and must follow all City standards for a taproom as regulated by the license.

c. All driveways and parking areas shall be capable of supporting access by emergency vehicles and equipment.

d. No public address system, music, or TV located on the patio shall be audible from noncommercial or nonindustrial use or district.

Ayes: 6.

Nays: None. Motion Carried.

CIGERONE PATH
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Winds Park
CORNELL TRL
CHIPPENDALE AVE
156TH ST W
CHERRY PATH
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October 25, 2023

CA Gear Expansion Project Narrative

Project consists of the expansion of an existing 17,200 sf 2-story sportswear manufacturing and athletic training facility. New addition to consist of a 7,400 sf 2-story taphouse, brewery and athletic training area, as well as a 2,600 sf roof patio.

The existing building is constructed of integrally-colored precast panels with black metal panel accent areas. The new addition is designed to provide a secondary identity to the building and a more upscale aesthetic while still being harmonious with the existing materials and colors. The new portion will have black and copper metal accent panels with new wood-grain siding panels.

The new addition includes an expansion of the existing parking lot to add 37 new stalls for a total of 107. This is less than the 148 stalls required per zoning code, but we propose that it would be more than adequate for this facility. The various uses in the building occupy the parking stalls at different times of the day – the sportswear manufacturing facility and showroom is only in use during daytime hours Monday thru Friday; the batting cages are primarily used from January to April; the proposed taphouse and golf simulator area would be most busy during the later evening and weekend hours when the other uses in the building are not busy. In addition, the intent is to limit paved area around the immediate building in order to preserve much of the green area to the west for future athletic field development. This is a new business venture for this site; should it prove more successful than anticipated, there is additional green area to the north and west that could be converted to future parking areas.

Boundary and Topographic Survey for:

CA GEAR

at 15641 Canada Circle – Rosemount, Minnesota

PROPERTY DESCRIPTION

Lot 1, Block 1, CANADA CIRCLE, Dakota County, Minnesota.

SURVEYOR'S NOTES

1. Orientation of the bearing system used for this survey is based on the NAD 83(1986) coordinate projection for Dakota County, Minnesota. Vertical Datum: NAVD 88.
2. As shown on this survey map, underground utility lines and structures are shown in an approximate way only, according to information provided by others. Excavations were not made during the process of this survey to locate underground utilities and/or structures. A request that utilities be marked/located for this survey was made through Gopher State One Call (Ticket No. 232791516) . The underground utility lines and structures shown on this map represent the information provided to Rehder & Associates as a result of that request. The surveyor does not guarantee that the information provided was either complete or accurate or that there are no other underground utility lines and structures, active or abandoned, on or adjacent to the subject property.
3. Area = 163,388 square feet or 3.75 acres as surveyed.

CERTIFICATION

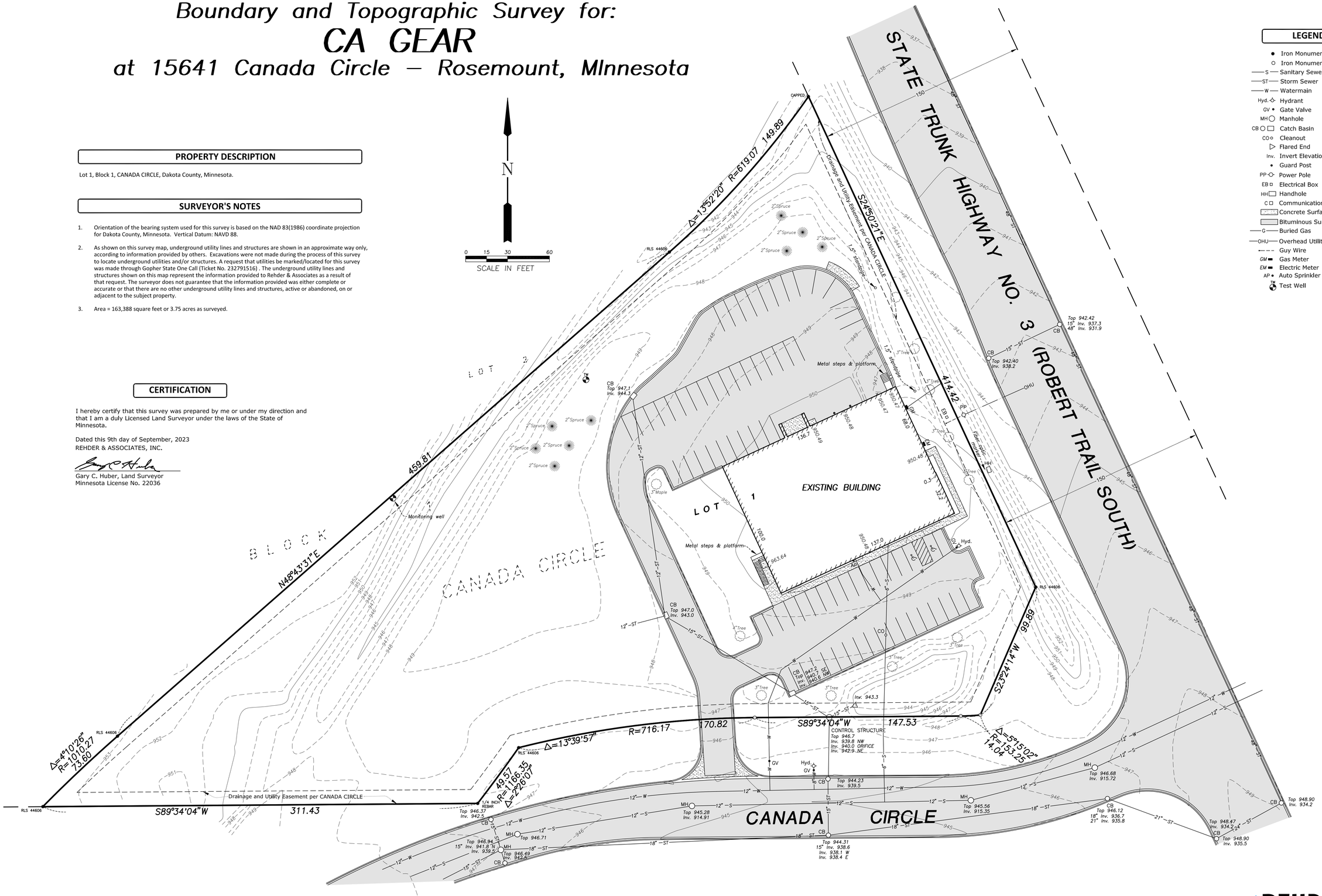
I hereby certify that this survey was prepared by me or under my direction and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 9th day of September, 2023
REHDER & ASSOCIATES, INC.

Gary C. Huber, Land Surveyor
Minnesota License No. 22036

N

0 15 30 60
SCALE IN FEET

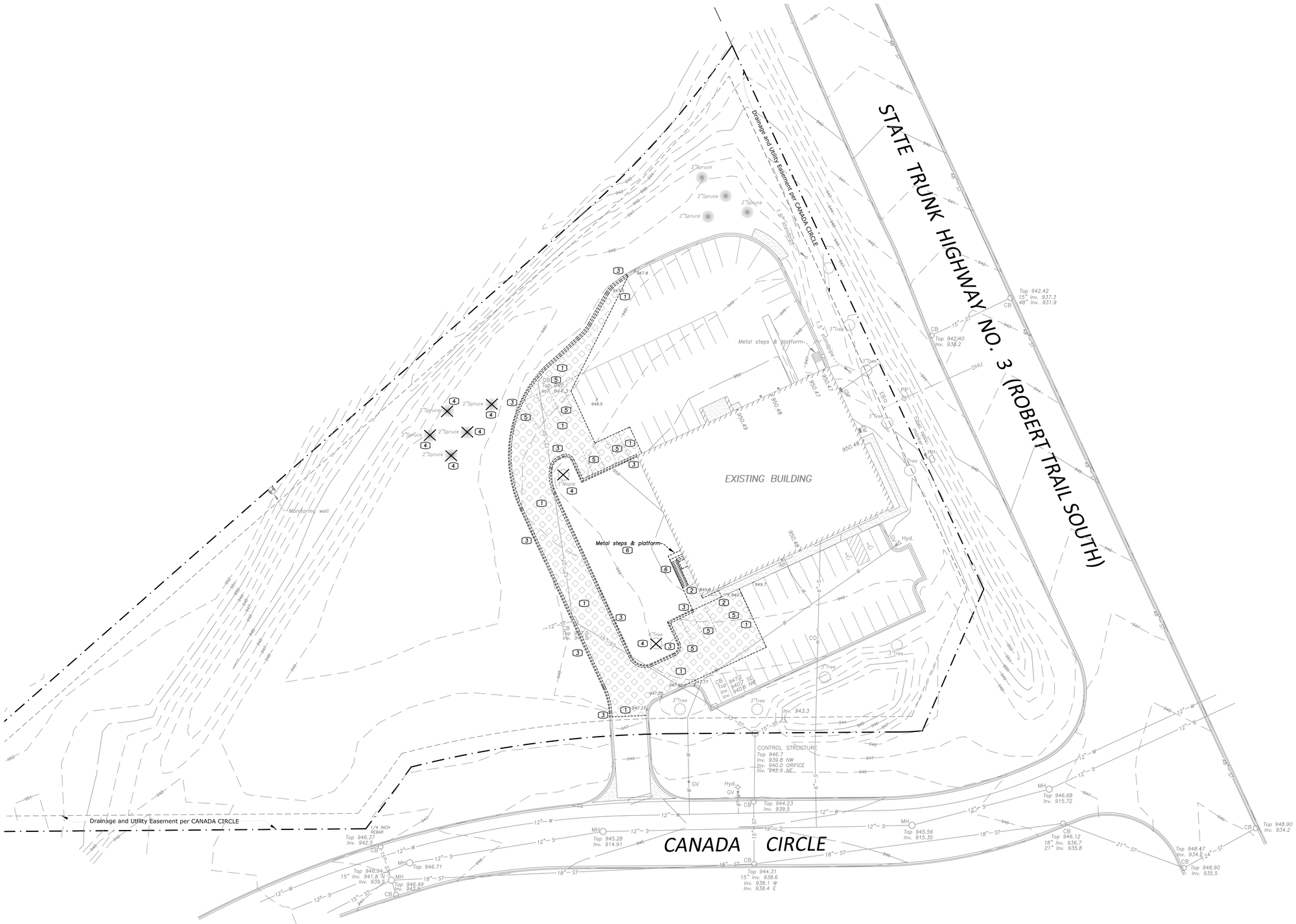


LEGEND

- Iron Monument Found
- Iron Monument Set
- S — Sanitary Sewer
- ST — Storm Sewer
- W — Watermain
- Hyd. — Hydrant
- GV — Gate Valve
- MH — Manhole
- CB — Catch Basin
- CO — Cleanout
- Flared End
- Inv. — Invert Elevation
- Guard Post
- PP — Power Pole
- EB — Electrical Box
- HH — Handhole
- C — Communications Pedestal
- Concrete Surface
- Bituminous Surface
- G — Buried Gas
- OHU — Overhead Utility
- Guy Wire
- GM — Gas Meter
- EM — Electric Meter
- AP — Auto Sprinkler
- TW — Test Well

REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors
3440 Federal Drive, Suite 110
Eagan, MN 55122
Telephone: 651-452-5051
www.rehder.com

JOB: 234–3405.010



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MN. TOLL FREE 1-800-252-1166

DEMOLITION NOTES

1. Remove bituminous pavement
2. Remove concrete pavement
3. Remove curb & gutter
4. Remove & salvage tree(s) for replanting
5. Remove striping
6. Remove stairs & platform

LEGEND

- EXISTING BITUMINOUS TO BE REMOVED
- EXISTING CONCRETE TO BE REMOVED
- BOUNDARY/ROW/BLOCK LINE
- EASEMENT
- BUILDING/PARKING SETBACK LINE
- W — EXISTING WATERMAIN
- S — EXISTING SANITARY SEWER
- ST — EXISTING STORM SEWER
- OHU — EXISTING OVERHEAD UTILITY LINE
- 980 — EXISTING CONTOUR
- x 995.50 — EXISTING ELEVATION

N

0 15 30 60 90
Scale in Feet

REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors
3440 Federal Drive, Suite 110
Eagan, MN 55122
Telephone: 651-452-5051
www.rehder.com

PROJECT NO.: 231-3405.011 DRAWING FILE: 3405011.DWG

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PRELIMINARY

Name _____ Date _____ Reg. No. _____

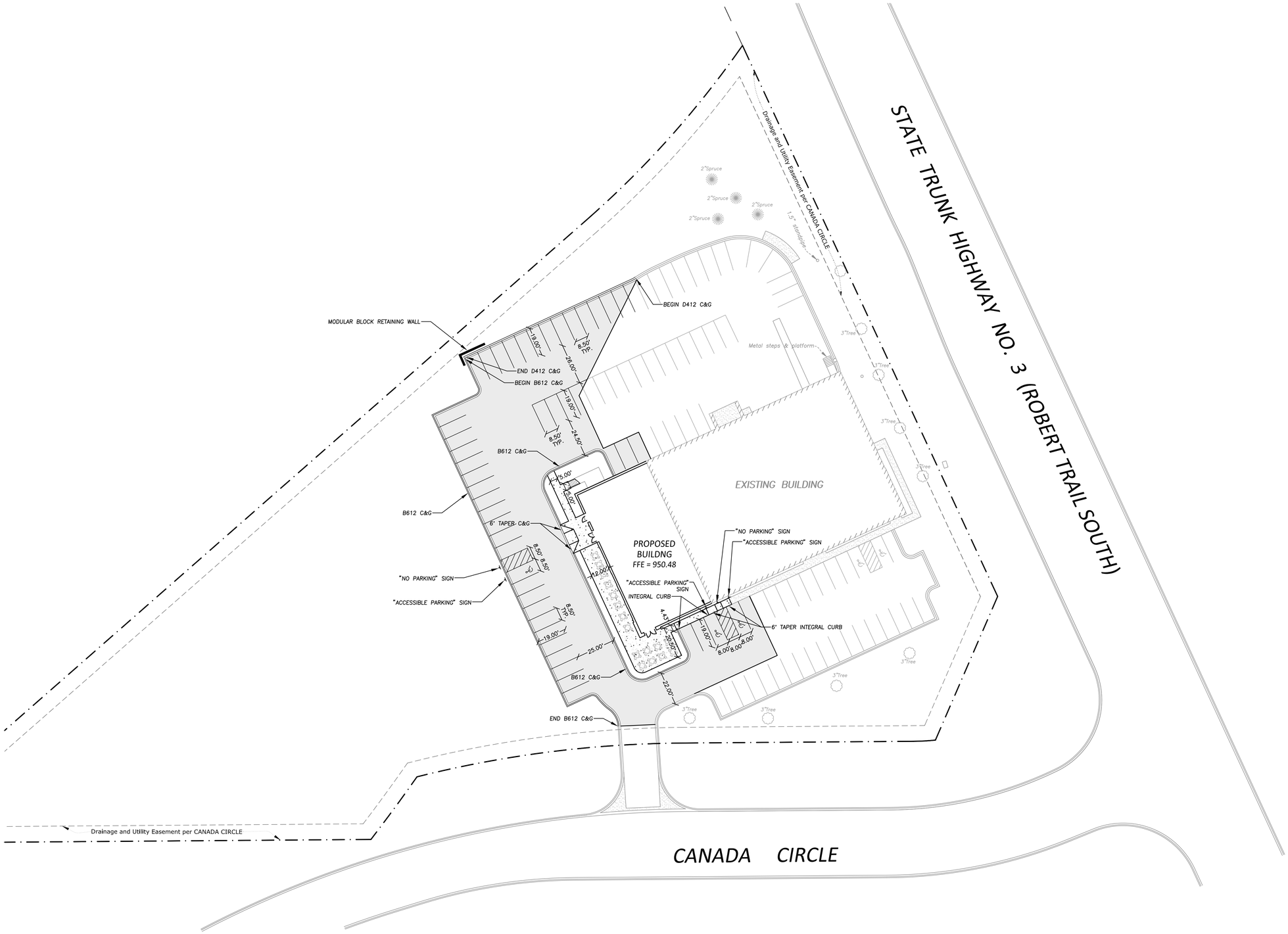
Issued	
CITY SUBMITTAL	10-25-23

SITE DEMOLITION PLAN
CA GEAR EXPANSION
CITY OF ROSEMOUNT

SHEET NUMBER
C1

GOPHER STATE ONE CALL

CALL 48 HOURS BEFORE YOU DIG
TWIN CITY AREA 651-454-0002
MN. TOLL FREE 1-800-252-1166



SITE SUMMARY

SITE AREA = 3.75 ACRES
DISTURBED AREA = 0.75 ACRES
EXISTING IMPERVIOUS AREA = 1.14 ACRES
POST CONSTRUCTION IMPERVIOUS AREA = 1.49 ACRES

LEGEND

- BOUNDARY/ROW/BLOCK LINE
- EASEMENT
- BUILDING/PARKING SETBACK LINE
- PROPOSED CONCRETE
- PROPOSED BITUMINOUS

N

0 15 30 60 90
Scale in Feet

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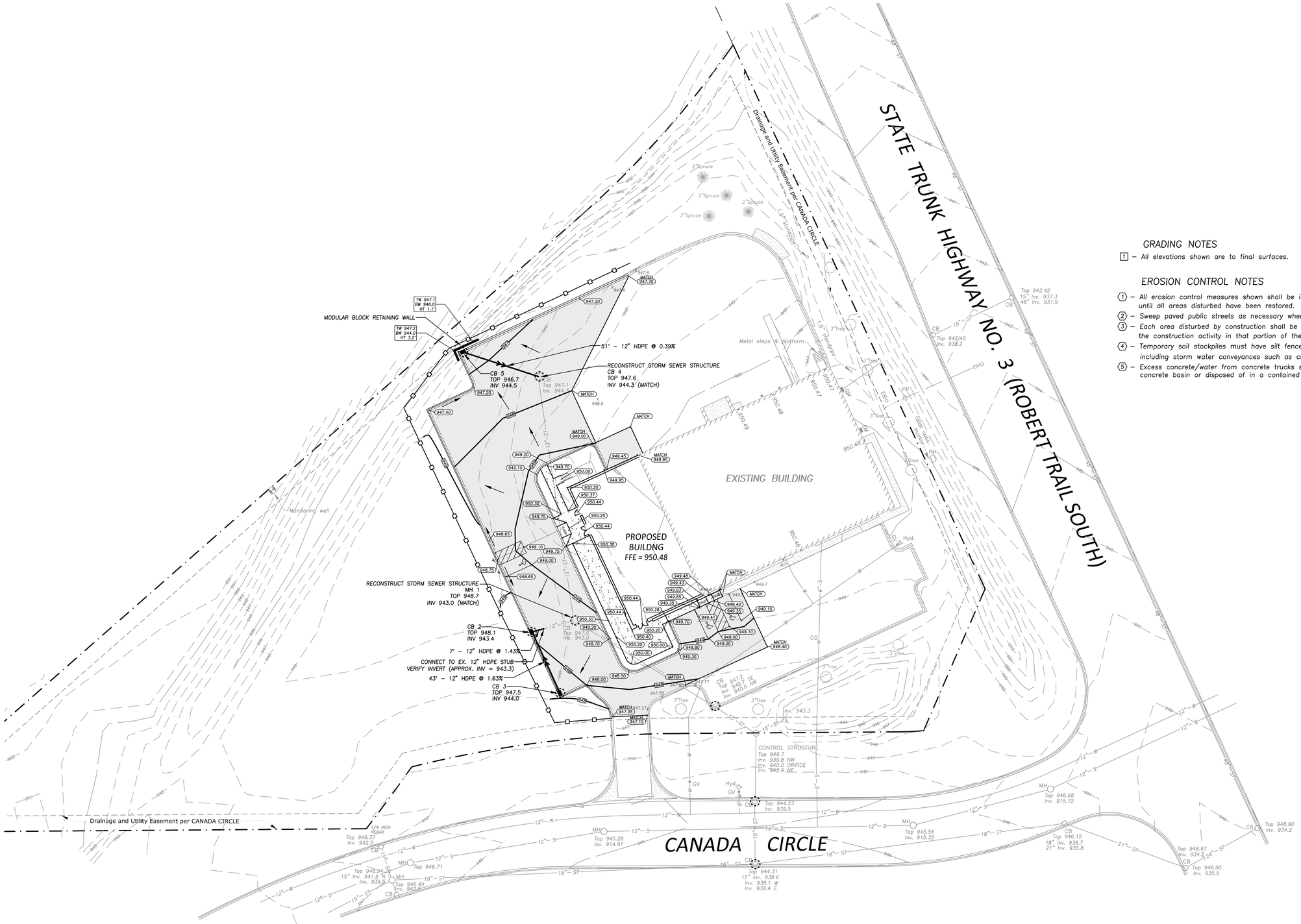
PRELIMINARY

Name _____ Date _____ Reg. No. _____

Issued	
CITY SUBMITTAL	10-25-23

SITE DIMENSION PLAN
CA GEAR
CITY OF ROSEMOUNT

SHEET NUMBER
C2



GOPHER STATE ONE CALL

CALL 48 HOURS BEFORE YOU DIG
TWIN CITY AREA 651–454–0002
MN. TOLL FREE 1–800–252–1166

GRADING NOTES

1 – All elevations shown are to final surfaces.

EROSION CONTROL NOTES

1 – All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
2 – Sweep paved public streets as necessary where construction sediment has been deposited.
3 – Each area disturbed by construction shall be restored per the specifications within 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
4 – Temporary soil stockpiles must have silt fence around them and cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems, or conduits and ditches.
5 – Excess concrete/water from concrete trucks shall be disposed of in portable washout concrete basin or disposed of in a contained area.

ALL IMPROVEMENTS SHOWN SHALL BE APPROVED BY THE CITY PRIOR TO CONSTRUCTION.

LEGEND

- PROPOSED CATCH BASIN
- PROPOSED STORM SEWER
- PROPOSED CONCRETE
- PROPOSED BITUMINOUS
- 1050 PROPOSED CONTOUR
- 1023.54 PROPOSED ELEVATION
- SILT FENCE
- INLET PROTECTION DEVICE
- PROPOSED EC BLANKET CATEGORY 20 (MNDOT 3885)
- BOUNDARY/ROW/BLOCK LINE
- EASEMENT
- BUILDING/PARKING SETBACK LINE
- DRAINAGE ARROW
- W EXISTING WATERMAIN
- S EXISTING SANITARY SEWER
- ST EXISTING STORM SEWER
- OHU EXISTING OVERHEAD UTILITY LINE
- 980 EXISTING CONTOUR
- × 995.50 EXISTING ELEVATION

N

0 15 30 60 90
Scale in Feet

CATCH BASIN/MANHOLE SCHEDULE

STRUCTURE NO.	BARREL SIZE	NEENAH CASTING NO.
MH 1	48"	R–1642B
CB 2	48"	R–3067V
CB 3	24" X 36"	R–3067V
CB 4	48"	R–2573–1C
CB 5	24" X 36"	R–3067V

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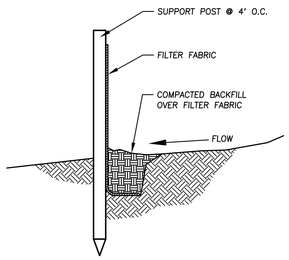
Name _____ Date _____ Reg. No. _____

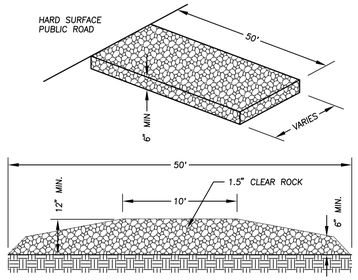
Issued
CITY SUBMITTAL 10–25–23

GRADING, DRAINAGE & EROSION CONTROL PLAN
CA GEAR EXPANSION
CITY OF ROSEMOUNT

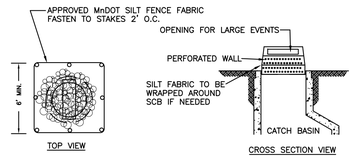
SHEET NUMBER
C3



1 / C4 SILT FENCE
NO SCALE

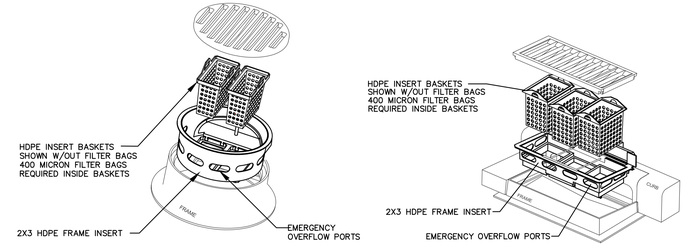


2 / C4 ROCK CONSTRUCTION ENTRANCE
NO SCALE



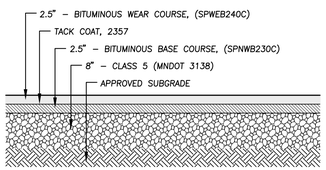
NOTE: USE THIS TYPE OF INLET PROTECTION BEFORE THE CASTING IS INSTALLED.

3 / C4 INLET PROTECTION (INFRASAFE OR EQUAL)
NO SCALE



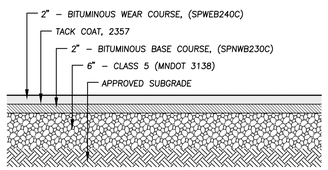
NOTE: USE THIS TYPE OF INLET PROTECTION AFTER THE CASTING IS INSTALLED.

4 / C4 INLET PROTECTION (INFRASAFE OR EQUAL)
NO SCALE



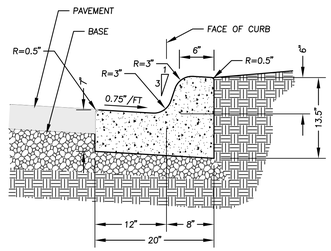
NOTE: PAVEMENT RECOMMENDATION PROVIDED BY TERRACON CONSULTANTS, INC. PROJECT NO. MP185109

5 / C4 PAVEMENT SECTION
NO SCALE



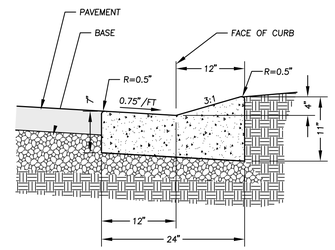
NOTE: PAVEMENT RECOMMENDATION PROVIDED BY THE OWNER.

6 / C4 ADD ALTERNATE #1 PAVEMENT SECTION
NO SCALE

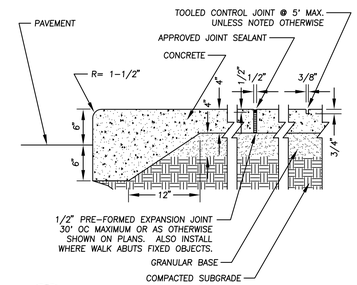


Note: Where contours indicate, ignore 0.75"/ft slope indicated above and match adjoining pavement slope to prevent gutter from "ponding".

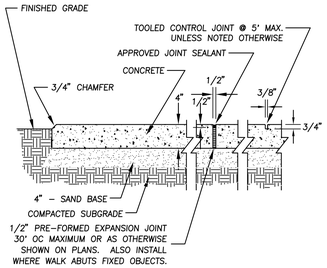
7 / C4 B612 CONCRETE CURB & GUTTER
NO SCALE



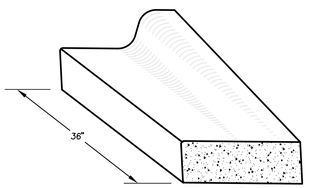
8 / C4 D412 CONCRETE CURB & GUTTER
NO SCALE



9 / C4 SIDEWALK/INTEGRAL CURB
NO SCALE

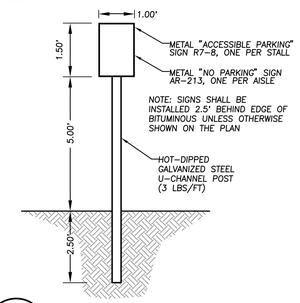


10 / C4 CONCRETE SIDEWALK
NO SCALE

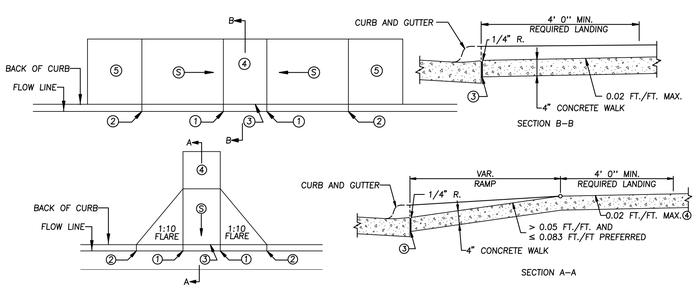


Note: Curb type B612 shown; similar for other curb types.

11 / C4 CURB & GUTTER BEAVERTAIL
NO SCALE



12 / C4 ACCESSIBLE PARKING SIGN AND POST
NO SCALE



1. 0" CURB HEIGHT.
2. FULL CURB HEIGHT.
3. 1/2" PREFORMED JOINT FILLER MATERIAL AASHTO M 213. JOINT FILLER SHALL BE PLACED FLUSH WITH THE BACK OF CURB AND ADJACENT SIDEWALK. JOINT SHALL BE FREE OF DEBRIS. RECTANGULAR DETECTABLE WARNINGS SHALL BE SETBACK 3" FROM THE BACK OF CURB. RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB.
4. 4' BY 4' MIN. LANDING WITH MAX. 2.0% SLOPE IN ALL DIRECTIONS.
5. IF LONGITUDINAL SLOPE IS GREATER THAN 5.0%, 4' X 4' MIN. LANDING WITH MAX 2.0% SLOPE IN ALL DIRECTIONS REQUIRED.
6. INDICATES PEDESTRIAN RAMP – SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%

13 / C4 PEDESTRIAN RAMP
NO SCALE

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PRELIMINARY

Name _____ Date _____ Reg. No. _____

Issued	10-25-23
CITY SUBMITTAL	

DETAILS & SPECIFICATIONS
CA GEAR EXPANSION
CITY OF ROSEMOUNT

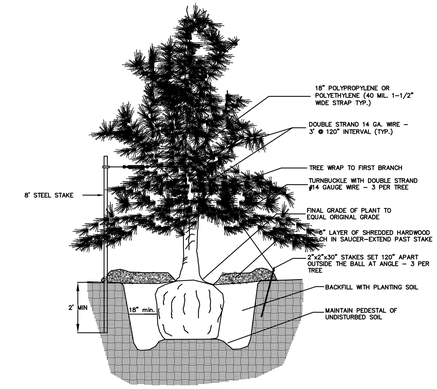
SHEET NUMBER
C4

NOTES:
TWO ALTERNATE METHODS OF TREE STAKING ARE SHOWN.

IT IS THE CONTRACTOR'S OPTION TO STAKE TREES: HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR THE MAINTAINING TREES IN A PLUMB POSITION THROUGHOUT THE GUARANTEE PERIOD.

SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING.

DECIDUOUS TREE PLANTING DETAIL



NOTES:
TWO ALTERNATE METHODS OF TREE STAKING ARE SHOWN.

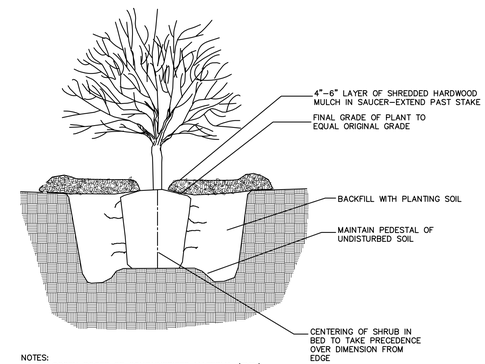
IT IS THE CONTRACTOR'S OPTION TO STAKE TREES: HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR THE MAINTAINING TREES IN A PLUMB POSITION THROUGHOUT THE GUARANTEE PERIOD.

SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING.

CONIFER TO HAVE SHREDDED HARDWOOD MULCH UNLESS OTHERWISE NOTED.

NO MULCH TO BE IN CONTACT WITH TRUNK.

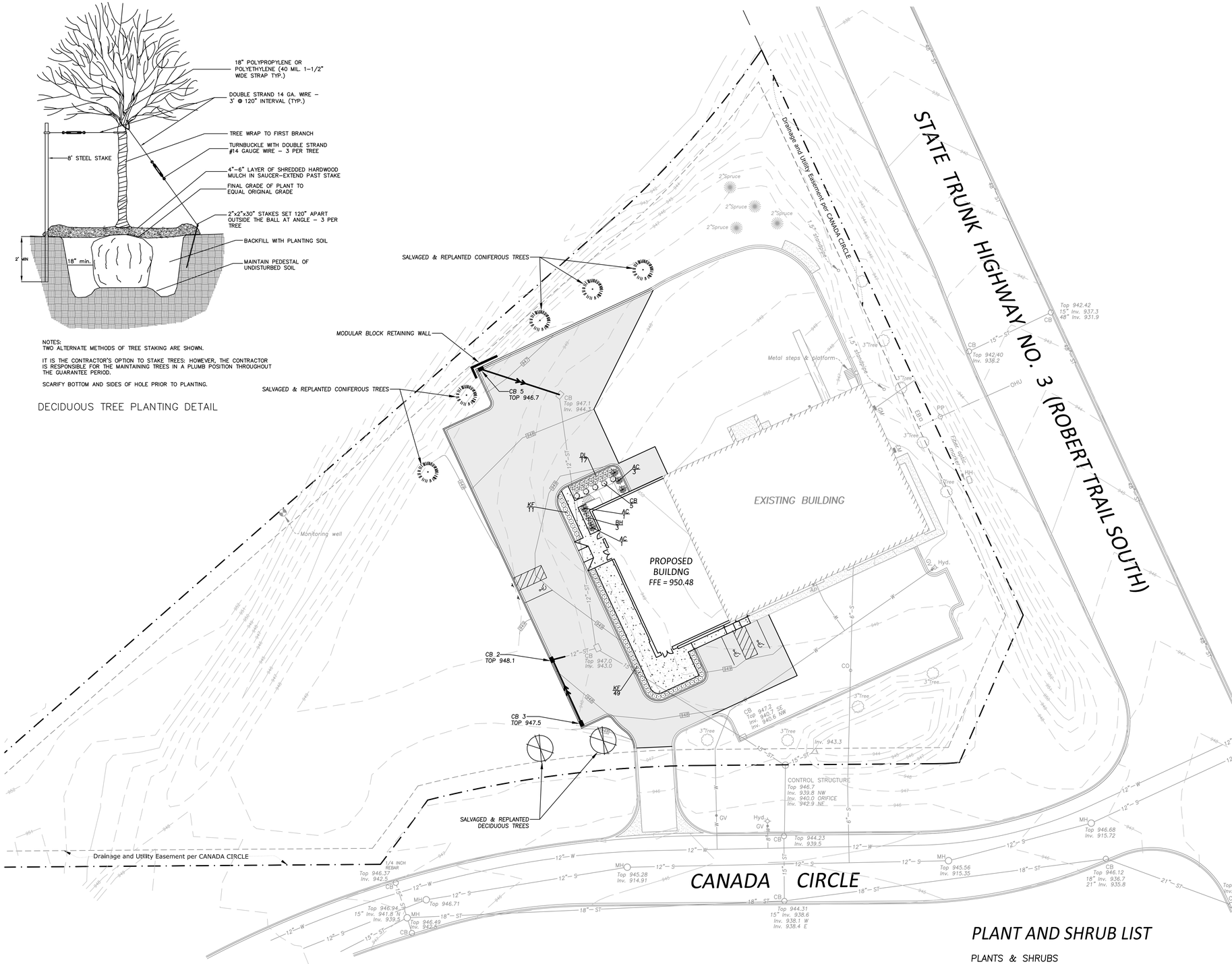
CONIFEROUS TREE PLANTING DETAIL



NOTES:
HAND LOOSEN ROOTS OF CONTAINERIZED MATERIAL (TYP.).

SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING.

SHRUB PLANTING DETAIL



LEGEND

- BOUNDARY/ROW/BLOCK LINE
- EASEMENT
- BUILDING/PARKING SETBACK LINE
- PROPOSED CONCRETE
- PROPOSED BITUMINOUS
- PROPOSED TREE
- PROPOSED SHRUB

N

0 15 30 60 90
Scale in Feet

PLANT AND SHRUB LIST

PLANTS & SHRUBS

SYMBOL	QTY	SCIENTIFIC NAME	COMMON NAME	SIZE/ROOT
DL	17	Hemerocallis 'Stella de Oro'	Stella de Oro Daylily	#1 Pot
KF	60	Calamagrostis acutiflora	Karl Foerster	#2 Pot
BH	3	Hydrangea arborescens	Bella Anna Hydrangea	#2 pot
CB	5	Berberis thunbergii 'Crimson Pygmy'	Crimson Pygmy Barberry	#2 Pot
AC	5	Aronia melanocarpa 'Autumn Magic'	Autumn Magic Chokeberry	#5 Pot
TOTAL	90			

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Issued	
CITY SUBMITTAL	10-25-23

LANDSCAPE PLAN
CA GEAR EXPANSION
CITY OF ROSEMOUNT

SHEET NUMBER
L1

PROJECT CONTACT INFO

ARCHITECT
ARCHITECTURAL CONSORTIUM L.L.C.
1600 WEST LAKE STREET, SUITE 127
MINNEAPOLIS, MN 55408
CONTACT: BRETT LOFTESNES
(612) 436-0735
(612) 692-9960 (FAX)
bloftesnes@archconsort.com

CIVIL ENGINEER
REHDER & ASSOCIATES, INC.
3440 FEDERAL DRIVE, SUITE 110
EAGAN, MN 55122
CONTACT: NICK ADAM, P.E.
(651) 337-6729
NAdam@rehder.com

OWNER
NATE BRY
CA GEAR
15641 CANADA CIRCLE
ROSEMOUNT, MN 55068
612-220-1331
nbry@cagear.com

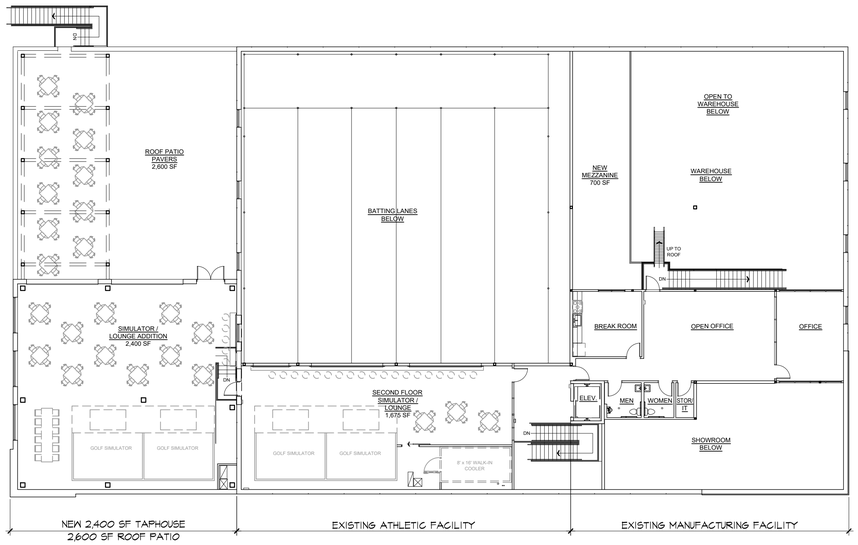
SHEET INDEX

ARCHITECTURAL

A1.1 COVER SHEET / PARKING PLAN
A2.1 FLOOR PLAN - FIRST FLOOR
A2.2 FLOOR PLAN - SECOND FLOOR
A3.1 EXTERIOR ELEVATIONS

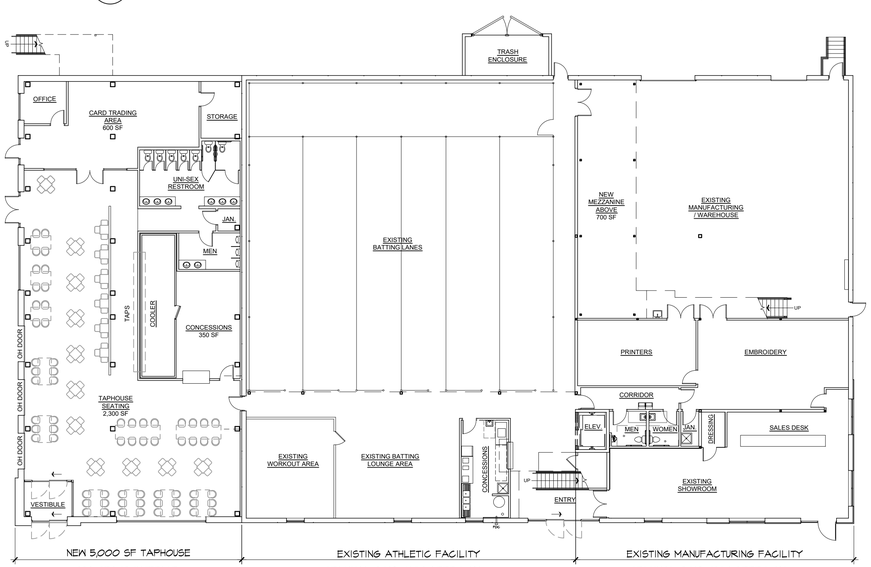
CIVIL

C1 SITE DEMOLITION PLAN
C2 SITE DIMENSION PLAN
C3 GRADING, DRAINAGE & EROSION CONTROL PLAN
C4 DETAILS & SPECIFICATIONS
L1 LANDSCAPE PLAN



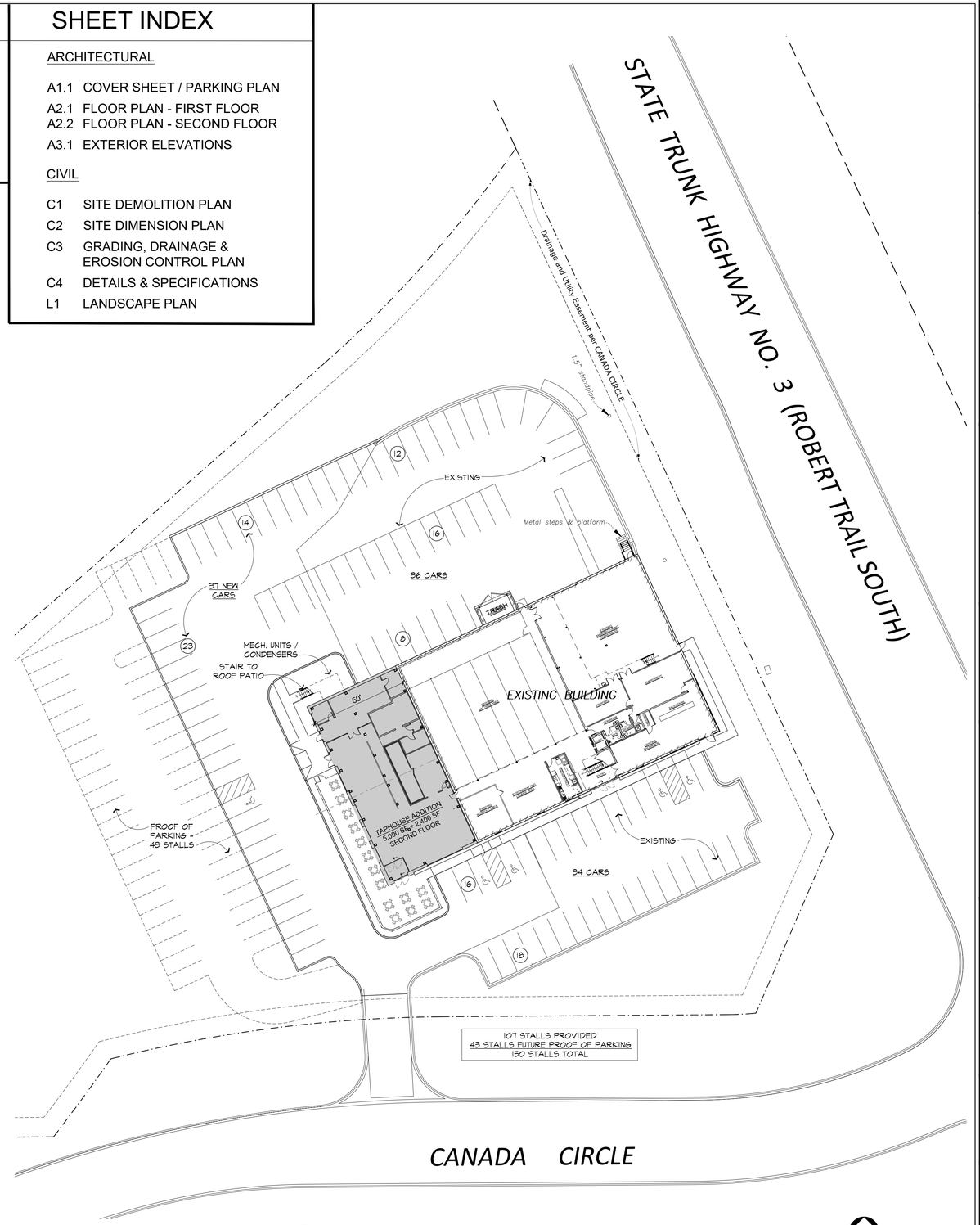
3 FLOOR PLAN - SECOND FLOOR

1/16" = 1'-0"



2 FLOOR PLAN - FIRST FLOOR

1/16" = 1'-0"



1 SITE PLAN

1" = 30'-0"

NORTH

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Minneapolis, MN 55408 www.archconsort.com

PRELIMINARY NOT FOR CONSTRUCTION

Mark	Revision / Issue	Date
	CITY SUBMITTAL	10-25-23

CA GEAR - BUILDING EXPANSION

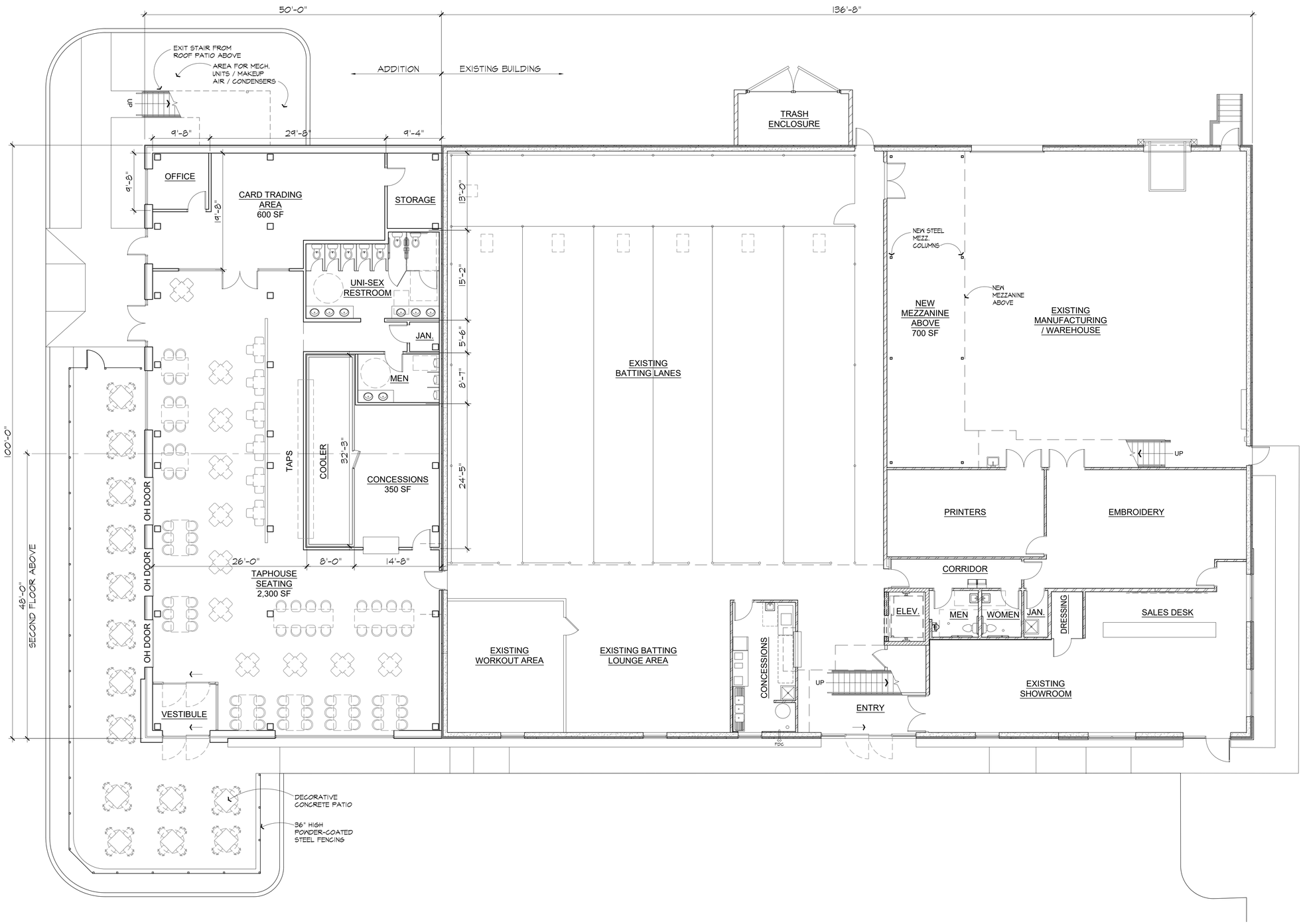
15641 CANADA CIRCLE
ROSEMOUNT, MN 55068

COVER SHEET / PARKING PLAN

PROJECT NUMBER:	23-1018-02
ISSUED DATE:	10-31-23
DRAWN BY:	BL
CHECKED BY:	KA

A1.1

Architectural Consortium, L.L.C. 2023



1 FLOOR PLAN - FIRST FLOOR

1/8" = 1'-0"

NORTH

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Minneapolis, MN 55408 www.archconsort.com

PRELIMINARY NOT FOR CONSTRUCTION

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CA GEAR - BUILDING EXPANSION

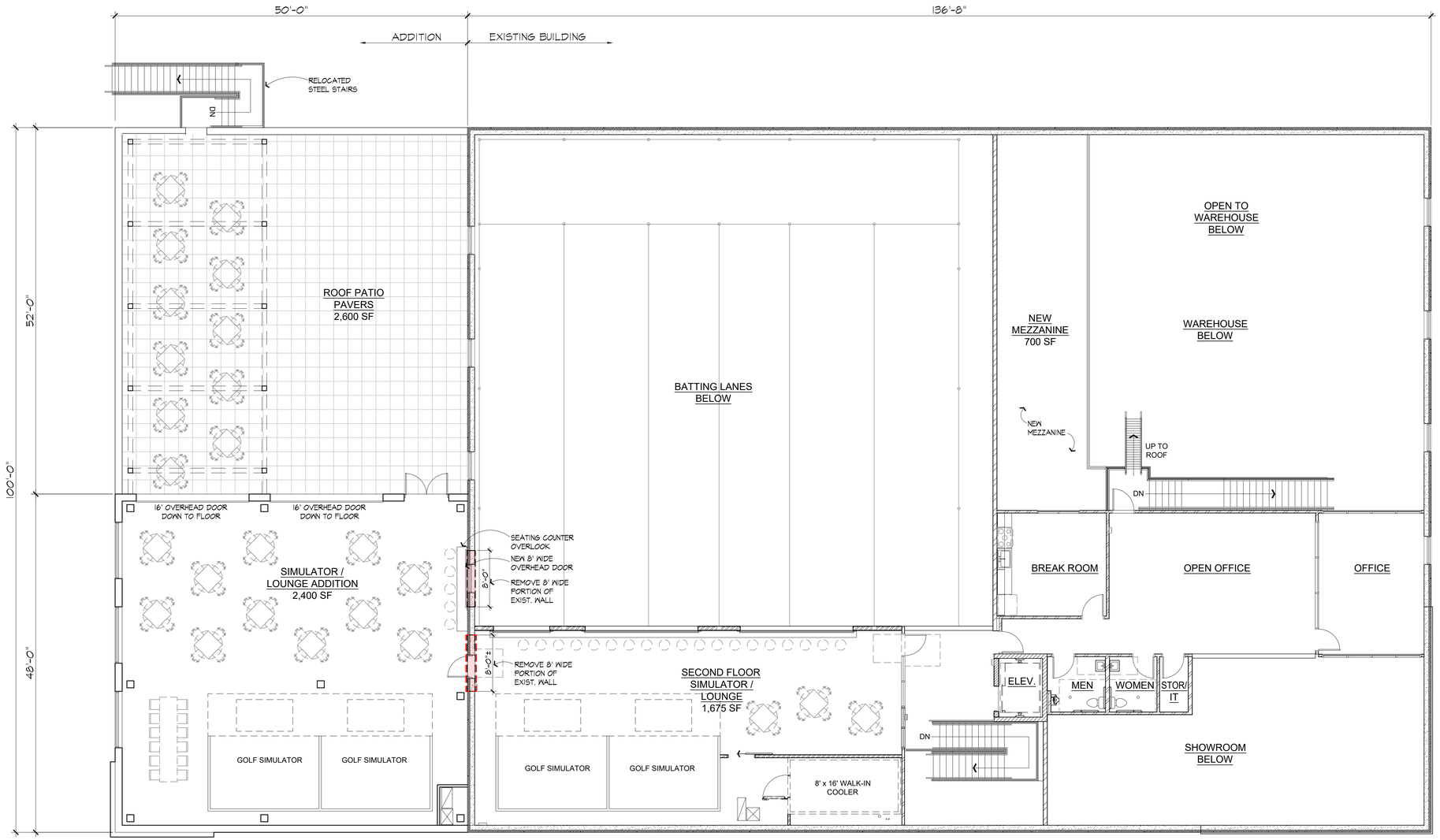
15641 CANADA CIRCLE
ROSEMOUNT, MN 55068

FLOOR PLAN - FIRST FLOOR

PROJECT NUMBER:	23-1018-02
ISSUED DATE:	10-31-23
DRAWN BY:	BL
CHECKED BY:	KA

A2.1

Architectural Consortium, L.L.C. 2023



1 FLOOR PLAN - SECOND FLOOR

1/8" = 1'-0"

NORTH

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CA GEAR - BUILDING EXPANSION

15641 CANADA CIRCLE
ROSEMOUNT, MN 55068

FLOOR PLAN - SECOND FLOOR

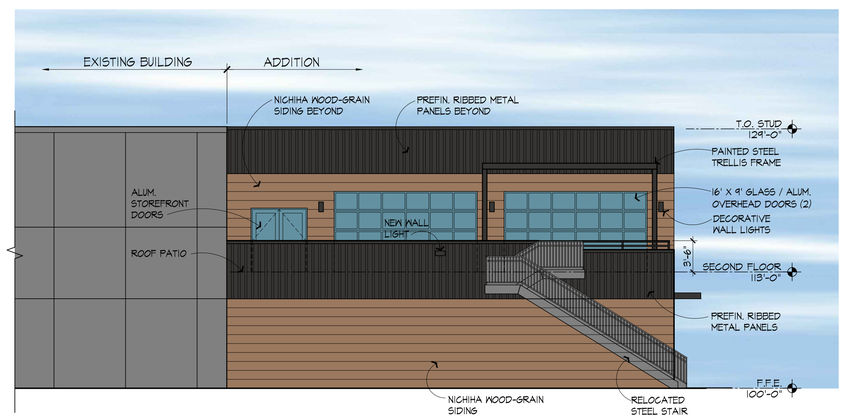
PROJECT NUMBER:	23-1018-02
ISSUED DATE:	10-31-23
DRAWN BY:	BL
CHECKED BY:	KA

A2.2

Architectural Consortium, L.L.C. 2023

1 SOUTH ELEVATION

1/8" = 1'-0"



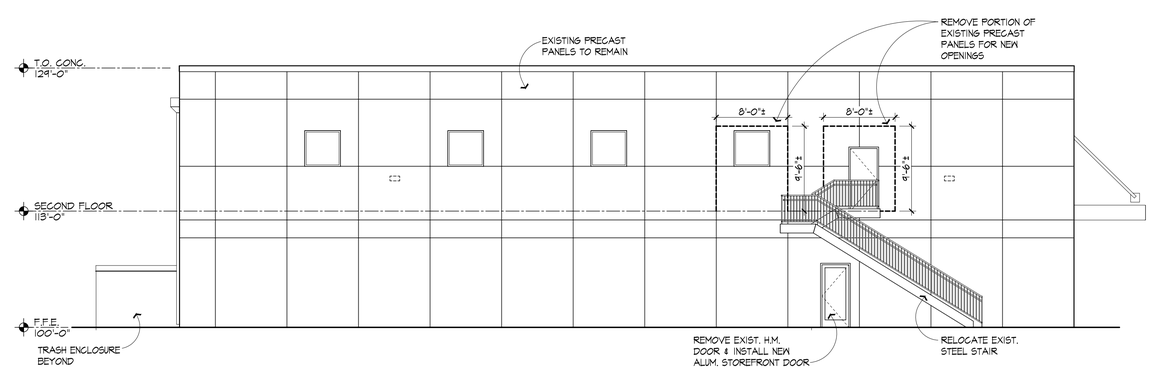
2 NORTH ELEVATION

1/8" = 1'-0"

3 WEST ELEVATION

PROPOSED

1/8" = 1'-0"



4 WEST ELEVATION

EXISTING

1/8" = 1'-0"

ARCHITECTURAL CONSORTIUM L.L.C.

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Minneapolis, MN 55408 www.archconsort.com

PRELIMINARY NOT FOR CONSTRUCTION

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CA GEAR - BUILDING EXPANSION

15641 CANADA CIRCLE
ROSEMOUNT, MN 55068

EXTERIOR ELEVATIONS

PROJECT NUMBER:	23-1018-02
ISSUED DATE:	10-31-23
DRAWN BY:	BL
CHECKED BY:	KA

A3.1

Architectural Consortium, L.L.C. 2023

Memorandum

To: Brian Erickson, City Engineer
Nick Egger, Director of Public Works

From: Amanda Sachi PE
Kris Keller, PE

Date: November 20, 2023

Re: CA Gear – 2023 Expansion
Engineering Review
WSB Project No. 024034-000

We have reviewed the documents provided by Rehder & Associates on October 31, 2023. Documents reviewed include:

- CA Gear Civil set, dated 10/25/23

Additional redline comments are provided on the submitted civil plans. Applicant should provide responses to each comment and redline comment. We offer the following comments below.

Engineering Review:

1. General
    a. The project consists of the expansion of the existing sportswear manufacturing and athletic training facility. The new addition is 7,400 sf to the existing 17,200 sf building.
    b. The expansion also includes adding 37 new parking stalls to the existing 70.
    c. Based on the submitted plans, it is assumed that if utilities (sanitary sewer and water) are required for the building addition the are being extended internally.

2. Site Demolition Plan
    a. Provide more information as to the reconstruction of CB 4
        i. Note CB 4 is a sump manhole per previous submittals
        ii. Remove and install a new 48" structure?
        iii. Core drill the existing structure
        iv. Install additional adjusting rings
        v. Replace existing curbline casting with a flat casting
            1. Clarify whether cover is solid or slotted
    b. Show the existing storm sewer (15") extending to the north from CB 4

3. Site Dimension Plan
    a. Provide updated vehicle turning movements with revised parking areas

4. Grading Drainage and Erosion Control Plan:
    a. Update proposed contours around perimeter of expanded parking area to blend in with existing contours

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b. Provide more information as to the reconstruction of CB 4
    i. Note CB 4 is a sump manhole per previous submittals
    ii. Remove and install a new 48” structure?
    iii. Core drill the existing structure
    iv. Install additional adjusting rings
    v. Replace existing curbline casting with a flat casting
        1. Clarify whether cover is solid or slotted
c. Show the existing storm sewer (15”) extending to the north from CB 4

5. Details & Specifications:
    a. No comments.

6. Landscape Plan:
    a. No comments.

Memorandum

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

From: Bill Alms, PE
Kendra Fallon, PE

Date: November 20, 2023

Re: CA Gear – 2023 Expansion Stormwater Review
WSB Project No. 024034-000

I have reviewed the documents provided by Rehder & Associates on October 31, 2023. Documents reviewed include:

- CA Gear Civil set, dated 10/25/23
- CA Gear Stormwater Management Plan, dated 10/25/23
- Survey, dated 09/09/23

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

Grading, Drainage, and Erosion Control Comments:

1. General
    a. The 2019 approved plans included 1.11 acres of future impervious in the HydroCAD modeling for rate control and HWL analysis. The current proposed 2023 Expansion includes 0.35 acres of impervious, leaving an additional 0.76 acres of future imperious accounted for in the stormwater management. In the future, any impervious additional to the originally planned 1.11 acres will require additional stormwater management. Nothing further required.
    b. The downstream Wachter Pond regional basin provides the required volume control and water quality treatment for the site. Nothing further required.
2. Ponds and Wetlands
    a. The high water level of the existing onsite basin should be included on the plans.
3. Emergency Overflow Routes:
    a. The EOF elevation and locations for the new parking lot low points should be noted on the plans; 1.5 feet of freeboard is required between the low point EOFs and adjacent building openings.
4. Retaining Walls:
    a. No comments.
5. Erosion Control:
    a. A rock construction entrance should be shown on the grading, drainage and erosion control plan.
    b. Restoration planned for areas being graded outside of the parking lot should be noted on the plans.

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6. Grading:
    a. It is assumed the proposed building addition FFE matches the existing building FFE but the existing building FFE should be noted on the plans to confirm.
    b. Confirm additional grading is not needed outside of the parking lot to tie into the existing surface in the northwest corner of the lot (just south of the proposed CB 5). The proposed spot shot is 947.20 but the existing contour adjacent is at 949.

Stormwater Management Plan:

1. General Storm Sewer Design
    a. Updated storm sewer sizing calculations and a catch basin drainage area map should be submitted including the existing storm sewer and the storm sewer proposed as part of the expansion.
2. Water Quantity
    a. No comments.
3. Rate/Volume Control
    a. No comments
4. Freeboard
    a. Freeboard will be confirmed once EOF elevations are noted on the plans.
5. Water Quality
    a. No comments.
6. Easements;
    a. No comments.

ROSEMOUNT MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: December 21, 2023

AGENDA ITEM:	Request by Jimnist, LLC., for Preliminary and Final Plat approval and PUD Final Site and Building Plan approval.	**AGENDA SECTION:** NEW BUSINESS
PREPARED BY:	Anthony Nemcek , Senior Planner	**AGENDA NO.** 9.b.
ATTACHMENTS:	Plat Resolution, Final Site and Building Plan Resolution, Audrey Avenue & Blaine Ave Easement Resolution, Subdivision Agreement, Water and Wastewater Agreement, Blaine Ave Permanent Easement, Audrey Ave ROW Easement , Excerpt from the November 28, 2023 Planning Commission Meeting Minutes, Site Location, Land Use Map, Final Plat, Preliminary Plat, Existing Conditions, Architectural Site Plan, Overall Site Plan, Grading Plan, Building Elevations, Landscape Plan, Landscape Phasing Plan, Tree Preservation Plan, Security Fence, Site Lighting Plan, Audrey Avenue Improvements, Blaine Avenue Improvements, Temporary Signal Plans, Water Plan, Sanitary Sewer Plan, Storm Sewer Plan, Applicant's Narrative, Construction Traffic Memorandum, UMore Park Remedial Investigation, Noise Study Highlights , Parks and Recreation Review Memo dated November 17, 2023, City Engineer's memo dated November 22, 2023, Fire Marshal's memo dated November 21, 2023, Final AUAR Update	**APPROVED BY:** LJM

RECOMMENDED ACTION:

1. **Motion** to adopt a resolution approving the ROSEMOUNT TECHNOLOGY ADDITION preliminary and final plats, subject to conditions.
2. **Motion** to approve the ROSEMOUNT TECHNOLOGY ADDITION subdivision, water and wastewater agreements.
3. **Motion** to adopt a resolution accepting the right-of-way easement from the University of Minnesota for improvements to Audrey Avenue and Blaine Ave.
4. **Motion** to adopt a resolution approving the Final Site and Building Plan for the Project Bigfoot Planned Unit Development, subject to conditions.

BACKGROUND

The City Council is being asked to consider a request by the applicant, Jimnist, LLC, for approval of a planned unit development final site and building plan to construct a technology campus on approximately 280 acres of land currently owned by the University of Minnesota in its UMore Park site. The plans for the development of the site include two main buildings containing data servers along with associated outdoor mechanical equipment. The site plan also includes ancillary buildings to house office space and support equipment. Other components of the site plan include electrical substations and security facilities such as fencing and gatehouses.

The applicant is also requesting approval of a preliminary and final plat to subdivide the subject property from the greater UMore Park property owned by the University of Minnesota. The plat area will contain four new parcels in addition to right of way for Blaine and Audrey Avenues, the latter of which will be realigned where it meets County Road 42 to allow for a future extension north. The smaller three parcels created by the plat will contain land for an electrical substation to be constructed by Xcel Energy to support development in the vicinity, a future municipal water tower in the northeast corner of the plat area, and a piece of land west of the Audrey realignment that will be transferred to DCTC.

The Planning Commission reviewed a Planned Unit Development Master Development Plan for the site in December of 2022, which the City Council approved in March of 2023. In the Master Development Plan, the applicant requested certain deviations from the City Code related to building materials and massing, outdoor equipment, landscaping, and fencing with increased setbacks to mitigate the impacts on adjacent properties. The applicant is now coming forward for final site and building plan approval to complete the PUD process. The proposed plan meets the standards contained within the approved PUD agreement as well as other standards of the BP-Business Park zoning district. The Planning Commission and staff recommend approval of the plats and the final site and building plan.

Applicant:	Jimnist, LLC.
Property Owner:	University of Minnesota
Site Location:	South of County Road 42 and west of Blaine Avenue
Site Area:	Approximately 280 Acres
Land Use Designation:	Business Park
Current Zoning:	BP PUD-Business Park Planned Unit Development
Surrounding Uses:	East: Business Park West: Public Institutional North: Business Park South: Agricultural Research

PLANNING COMMISSION ACTION

The Planning Commission held a public hearing during its meeting on November 28, 2023, to review the applicant's requests and to receive public comment. Following staff's presentation of the requests, the commission asked follow-up questions related to adding a condition of approval for the renaming of a parcel on the plat to an outlot, the AUAR, and whether there is an agreement that requires the applicant to remain in Rosemount for a certain period of time. The Commission opened the public hearing and received comments related to concerns about contamination in the soil of UMore Park

water and energy usage.

These concerns were addressed by representatives for the applicant, the University of Minnesota, and Xcel Energy. Several key points were shared at that time. One, the University's investigation into site contamination was overseen by the MPCA, and the sites being marketed by the U for development were chosen because they contained no evidence of contamination. Additionally, the applicant's due diligence found no contamination or evidence that contamination would migrate into the site. Two, the system of cooling the applicant will be using requires much less water than commonly assumed. And three, that Xcel Energy has received all required approvals to extend a transmission line to the site and service the proposed data center.

Other comments received by the Planning Commission were about the approval process, the applicant themselves and the use of their networks in the commission of crimes related to child exploitation, claims that the proposed data center is part of an effort to impose a fascistic society upon the residents of Rosemount through surveillance, monitoring and the elimination of constitutional rights, and lastly, what sort of bonuses the University might be receiving. These concerns are largely outside the purview of the Planning Commission and the boundaries of what the City can regulate as a municipal government. Of the eighteen people who spoke on the record during the public hearing, nine reside outside Rosemount.

Following the public hearing, Public Works Director Egger described the City's utility plans that serve growth as it occurs and that the future water tower that will be built in the northeast corner of the site will serve the water system as a whole and not just for the proposed data center. Further follow-up questions were asked of staff by the Commission in response to the question raised during the public hearing, which are detailed in the attached excerpt of the Planning Commission meeting minutes.

Finally, the Commission brought up concerns that the AUAR, which covers the development area, would be overdue for the required 5-year update by the time the Council took final action. The Commission included a condition of approval that the validity of the AUAR be investigated to ensure actions by the City Council would comply with state rules on environmental reviews.

The Planning Commission voted unanimously to recommend approval of the plat request and the final site and building plan, subject to conditions, which are listed in the attached resolutions for Council adoption.

CONTEXT

The site is located within the University of Minnesota's UMore Park. Planning for the development of the UMore Park property in Rosemount has been in process for many years. A key first step in this process was the creation of the UMore Park concept plan in 2008 that laid out the University's vision of a sustainable, modern community. The University's Board of Regents has since pivoted from its original 2008 plan and approved a market-based approach for the development of UMore Park, which is expected to occur in stages spread across several decades. The first private development following a land sale in UMore is Amber Fields, located west of Dakota County Technical College, which reflects the land use designations in the City's Comprehensive Plan.

Adopted in 2020 and looking forward to 2040, the City's land use plan for the first time included future

land use designations other than AGR over large portions of the UMore property in anticipation of development occurring over the next 5–30 years on the 3,000+ acre property. The proposed development areas and land uses were selected to be consistent with the University's updated concept plan as well as the development scenarios investigated in the 2013 Alternative Urban Areawide Review (AUAR) for the entire property. The overall mix of proposed activities in the draft 2040 plan include residential, commercial, and business uses, with the extension of urban services being timed in accordance with the 2030 and 2040 MUSA lines depicted on the plan. The 2040 plan calls for Business Park development over large portions of the UMore property east of DCTC.

In addition to the AUAR, which investigated potential impacts of development within UMore Park and identified mitigation measures to minimize those impacts, the University conducted a remedial investigation of the UMore site at the request of the Minnesota Pollution Control Agency (MPCA). The purpose of the remedial investigation was to determine the source, magnitude, and extent of hazardous substances within UMore Park. The investigation identified areas of contamination which the University specifically avoided marketing for sale until remediation can be completed. An exhibit showing the results of the remedial investigation is included with the attachments.

Following the City's receipt of an application for the development of the subject property, an open house was held in the banquet room of the Rosemount Community Center to allow the public to view the plans for the site and to learn more about the proposed project and also about UMore Park generally. The most common concerns heard by staff related to water and electricity usage. Other concerns related to electromagnetic frequency (EMF) radiation and long-range, low-frequency noise were also noted.

ISSUE ANALYSIS

Legal Authority

Site Plan Reviews are *quasi-judicial* in nature. This means the City Council is acting as a judge to determine if the regulations within the Comprehensive Plan, Zoning Ordinance, and approved Planned Unit Development Agreement are being followed. Generally, if the proposed site plan meets the standards and requirements for reviewing this type of request, it must be approved. The City Council's role is to weigh the technical aspects of the proposed site plan and not the end user.

Alternative Urban Areawide Review

The City, in cooperation with Empire, developed the AUAR, which was originally approved in 2013. The two communities entered into a joint powers agreement (JPA) that assigned the role of Responsible Unit of Government (RGU) to Rosemount. This means that the City is responsible for maintaining the AUAR document and completing necessary updates at least once every five years until the site is fully developed. The most recent UMore Study Area AUAR Update was adopted by Council in October 2018, meaning that a new update must be adopted prior to taking any final action on further development within the AUAR boundaries. A draft update was created in May of 2023, but adoption was delayed to allow the University of Minnesota time to comment on it. The City's consultant and consultants working on behalf of the project team believe that since the approval process began prior to October 2023 and that a Master Development Plan for the site has been approved, the requests by the applicant fall within the timeframe to allow Council to take action. Based on advice from the City's attorney, staff and the project team determined that the most conservative course of action would be to complete the update to the AUAR and publish it for agency review prior to the Council taking action

on this item. The AUAR update was distributed to all required review agencies and published in the EQB Monitor, the Environmental Quality Board's official publication for environmental reviews, on December 5, 2023. Following the required review period of ten business days, any agency comments received will be incorporated into the update to be reviewed by Council ahead of its adoption.

Updates to AUARs generally consist of the incorporation of any development that has occurred in the AUAR area since the last update and any changes to state and federal laws. Updates to the mitigation plan within the AUAR are made as needed depending on what changes are included in the update. While original AUARs are several hundred pages long, updates are typically ten to fifteen pages in length. This reflects the comprehensive nature of the original AUAR in comparison to subsequent updates. By allowing time for the update to be completed and adopted by Council, ahead of any final actions on the requests by Jimnist LLC, compliance with State rules on environmental reviews is ensured.

Plat

The applicant has provided preliminary and final plats to be considered by the Planning Commission for approval. The proposed plat would create 4 new parcels from the University-owned land as well as right of way for Blaine and Audrey Avenues, which have been until now private roads owned by the University. The largest of the parcels created by the plat will contain the main functions of the site, while two smaller parcels will be created to accommodate an electrical substation to be built by Xcel Energy in the southeast corner of the site and a future water tower in the northeast corner adjacent to the intersection of Blaine Avenue and County Road 42. Finally, a parcel in the northwest corner of the plat area, west of the Audrey Avenue realignment, is expected to be transferred to DCTC. The plat shows this last parcel as a buildable lot, Lot 1, Block 2. Staff is recommending that the plat be updated to change that parcel to an outlot since it doesn't meet the minimum lot area for the BP-Business Park zoning district. Staff is also recommending that a drainage and utility easement be placed over the wetland and 30' buffer in the north central portion of the plat area.

The Dakota County Plat Commission has reviewed the proposed plat, and is recommending its approval to the County Board, subject to conditions related to the access to Blaine Avenue for the future water tower site and the electrical substation.

Land Use and Zoning.

The site is designated in Rosemount's 2040 Future Land Use Plan for Business Park uses. This land use designation was applied in 2018 ahead of the most recent update to the City's Comprehensive Plan adopted by the City Council in 2020. Typically, such an update would be tied to a specific project or would be incorporated into the overall plan update, but the Met Council indicated that it would not be accepting land use plan amendments after July 1, 2018, to allow its staff time to review communities' statutorily-required comprehensive plan updates. The designation is reflective of the development scenarios contained within the Alternative Urban Areawide Review (AUAR) for UMore Park, which anticipated business park type development in the northeastern portion of the area. Prior to the Comprehensive Plan update, the land in UMore was designated as AGR-Agricultural Research. In addition to changing the designation of the subject property, the City's 2040 Future Land Use Plan also updated the guidance of land west of Dakota County Technical College for residential and commercial uses, such as the land being developed as Amber Fields.

The zoning district regulating the development of the site is BP PUD-Business Park Planned Unit Development. The City Council approved a rezoning of the site from AG-Agriculture in March 2023. At that time, the Council also approved a planned unit development on the site the applicant used to guide the design of the site plan. The proposed use is consistent with the site's land use and zoning designations.

Planned Unit Development

A planned unit development master development plan was approved for the site by the City Council in March 2023. Section 11-10-6 of the City Code calls for a two-step process in the approval of Planned Unit Developments. The first step is approval of the master development plan that authorizes specific site development standards, including any deviations from the code requested by the applicant. In this case, the applicant requested deviations related to building material standards, outdoor mechanical equipment, landscaping etc. The tradeoff by the applicant is that most of the deviations are only applicable when buildings and structures are located farther than 300' from a public right-of-way to mitigate any impacts upon adjacent properties. The development standards are reviewed in detail later in this report, with the PUD-specific standards noted.

The second step in the PUD process is approval of a final site and building plan. In many cases, the approval of the master development plan and the final site and building plan are granted concurrently, particularly when the PUD is limited to a single site. In this case, the applicant requested approval of the master development plan prior to approval of a final site and building plan to help guide the development of the site plan since the provisions within the PUD agreement, once recorded, become the zoning regulations for the site. In this report, the site plan is reviewed in detail against the development standards of the PUD, which are listed below, and the standards within the BP-Business Park zoning district not addressed by the PUD agreement. A copy of the staff report from the December 2022 Planning Commission meeting is included at the end of the attachments to provide further background.

The following provisions were approved with the Planned Unit Development for the site, with some context for each provision provided where necessary:

a. A deviation from Section 11-4-15 Business Park District: A. exempting substations from the design regulations of the BP District. ***The only design regulation related to substations is the requirement that screening be provided where substations are adjacent to R and C zoning districts.***
b. A deviation from Section 11-4-15 Business Park District: C. 3. allowing outdoor and mechanical equipment of size (not to exceed the aggregate building footprint), number, volume, and location to sufficiently serve the buildings and be in relational proximity to the buildings. ***The zoning code limits outdoor equipment to no more than 5,000 square feet in area.***
c. A deviation from Section 11-4-15 Business Park District: C. 4. increasing the maximum height of accessory structures from sixty (60) feet to eighty (80) feet for communication towers. ***This provision was requested to accommodate two communication towers which will be built on site. These towers will be 60' in height.***
d. A deviation from Section 11-4-15 Business Park District: C. 7. to solidify an exemption from the site and building performance standards in subsection G (Site and Building Standards) of this

section and require exterior materials to be made of high-quality, long-lasting materials compatible with their function. ***The zoning code states, "The City may exempt outdoor structure or equipment from the site and building performance standards in subsection G of this section; however, all such structures or equipment must be functional and shall be made of high quality long-lasting material compatible with both adjacent properties and other buildings in the BP District." This provision affirms that the outdoor structures on the site would be exempt.***

e. A deviation from Section 11-4-15 Business Park District: G. 1 and 2. to waive the architectural appearance and building massing standards from buildings sited greater than 300' from public right of way or to buildings sited less than 300' from the public right of way and less than 1,000SF. Buildings within 300' of the public right of way and under 1,000 SF will be a single-story building designed with quality, ballistic resistant materials including steel, aluminum, and glazing. Exterior colors will be coordinated with the campus palette. ***All structures are located greater than 300' from the property boundaries.***
f. A deviation from Section 11-4-15 Business Park District: G. 6. to apply the standards only to parking areas within fifty (50) feet and to loading areas within three hundred (300) feet of a public right of way or nonindustrial use or district. ***No parking or loading areas are located within 300' of a public right of way or parcel boundary.***
g. A deviation from Section 11-4-15 Business Park District: G. 7. to allow rock, gravel, and/or mulch to also be used as an accent material for maintenance areas directly adjacent to a building, around utility access points (i.e. manholes, control valves, and hand holes), or in mechanical areas.
h. A deviation from Section 11-4-15 Business Park District: G. 10. to apply the provisions of this section only to buildings within three hundred (300) feet of a public right of way. ***This section of the code relates to rooftop utilities and the need to screen them from public rights of way and adjacent residential districts.***
i. A deviation from Section 11-5-2 Supplementary Regulations: C. 1e. and h. to increase the maximum height of fences located at least fifty (50) feet from a public right of way from eight (8) feet to fourteen (14) feet.

SITE PLAN

General Site Layout

The existing site features agricultural uses, stands of trees and woodland, and two wetlands. The main functional structures on the site will be two buildings, one approximately 297,000 square feet in area and another that is approximately 348,000 square feet in area. These two buildings will be located centrally on the site, approximately 880 feet from the northern parcel boundary that abuts County Road 42. Two additional buildings, one of which will contain offices that is 22,000 square feet in size and the other, which will contain support systems, will be 59,000 square feet. The support buildings are located east of the main function buildings but still 950 feet from the eastern parcel boundary along Blaine Avenue.

Other site components include a gate house located along the main access drive approximately 600' west of Blaine Avenue, electrical substations in the southeast portion of the site, and two mechanical yards containing cooling equipment and generators. Space is reserved for contractor laydown areas

and parking during construction. These areas will be restored and landscaped upon completion of site development. Security fencing will enclose the functional area of the site, and the fence will be 150' from the parcel boundary at its closest point. Lastly, the site plan shows two communication towers, neither of which is closer than 800' to the parcel boundaries.

Two permanent drives, one of which is emergency access only, will provide access to the site. The main access will be located along Blaine Avenue, and the emergency access will be along Audrey Avenue. A temporary construction access allowing right in/right out maneuvers will be located along County Road 42 and has been approved by the County's Plat Commission.

Setbacks and Zoning Regulations

The proposed site plan significantly exceeds the setback requirements for the site. The structure located nearest to the property boundary is the gate house located along the main access drive in the eastern portion of the site. It is located just over 600 feet from the eastern parcel boundary. The parking area closest to a property boundary is the parking area that will be located north of Building 1, which is more than 775 feet from the parcel boundary. The table below shows the required setback using Blaine Avenue as the front parcel boundary. All measurements are from the building or parking lot closest to the parcel boundary. In the case of the setback from the eastern frontage, the gate house and associated parking area is used. The primary buildings and parking are even further from the parcel boundary.

Frontage	**Required Setback**		**Provided Setback**	
	Building	**Parking**	**Building**	**Parking**
North (CSAH 42)	10 feet	10 feet	900 feet	775 feet
East (Blaine Avenue)	30 feet	20 Feet	600 feet	561 feet
South	10 feet	10 feet	765 feet	798 feet
West (Audrey Avenue)	10 feet	10 feet	1365 feet	1080 feet

Electrical Substations

The site plan shows two electrical substations, one owned by the applicant and the other owned by Xcel Energy. The substations are considered Essential Service Facilities by the City Code and are permitted in all zoning districts except residential and public/institutional districts. The Code requires every fenced enclosure around an essential service facility to meet the principal building setback of the district in which it is located. Additionally, electrical substations adjacent to a lot or parcel in a residential, commercial, or public/institutional district must provide screening. Neither substation is adjacent to the listed uses or districts, therefore no screening is required.

Frontage	Required Setback	Provided Setback
East (Blaine Avenue)	30 feet	504 feet
South	10 feet	192 feet

The eastern substation owned by Xcel Energy will be accessed from Blaine Avenue via a separate driveway. The western substation that will be owned by the applicant will be accessed via an internal driveway located within the fence that will surround the site. A separate site plan review by the Planning Commission for the eastern substation will be required prior to its construction.

Building Materials and Massing

The applicant applied and received approval for a Planned Unit Development Master Development Plan that included several exemptions related to building materials and architectural appearance standards in certain situations when a building is greater than 300 feet from a public right of way. Because the closest building is 600 feet from Blaine Avenue, all buildings are exempted from the specific requirements of the BP-Business Park zoning district architectural design standards.

The two main function buildings will be 27' 2", single-story structures finished in a combination of pre-cast architectural concrete and metal wall panel assemblies. Building 3, which is the larger of the two support buildings, will be just under 35.5' in height and a single story tall. Its exterior will be composed of metal paneling. Building 4, which will house offices, will have exteriors composed of precast architectural concrete, metal wall panels, and windows. Lastly, the guardhouse is another single-story building finished with security glazing (windows) and aluminum curtain walls. All buildings fall below the maximum building height of 50' for principal structures and 40' for accessory structures.

While the applicant received exemptions from the building material and architectural standards of the BP-Zoning district, the proposed structures would almost entirely conform with the requirements of the code except for the provisions requiring entry features and corner architecture. The applicant's plans show a variation in materials that break up the large uninterrupted building walls, and the buildings' low height and placement far from the property lines will mitigate any impacts resulting from the exemptions granted as part of the PUD.

Outdoor Equipment

The zoning ordinance limits outdoor equipment, such as generators and cooling systems, in the BP zoning district to no more than four outdoor structures or equipment clustered together in a total aggregate area not to exceed 5,000 square feet. The code also limits these structures to no more than sixty feet in height. The PUD provisions approved for the site allow for outdoor equipment of size (not to exceed the aggregate building footprint), number, volume, and location to sufficiently serve the buildings. The mechanical areas located just west of each main function buildings, which are 297,000 square feet and 348,000 square feet in area, are smaller than the buildings they are serving at 188,900 square feet and 198,100 square feet, respectively. The areas were calculated using the surrounding gravel areas; subtracting those areas and leaving only the equipment itself results in an aggregate total of outdoor equipment area of 187,200 square feet.

A deviation from the city code increasing the maximum height of outdoor structures from sixty feet to

eighty feet was also approved as part of the PUD. This deviation was requested to accommodate the two communication towers that will be built on site and located at least 800' from the property boundary. The towers will be of a single 50' pole topped with a 10' lightning rod for a total height of 60', which falls within the BP zoning district standard.

Parking

The parking requirement for the site based on the zoning ordinance is 364 stalls, or one per 2,000 square feet based on a total building area of 727,627. The applicant's plans show 283 stalls. The site offers enough room that the difference could be made up by adding parking within the construction lay-down areas. Staff finds this sufficient as proof of parking. Based on conversations with the applicant, the actual parking need will be much lower than the 283 stalls provided once the site is in operation, and staff recommends approval of the parking plan as shown in the applicant's plans. Should additional parking need to be added to the site, it will have to conform with the parking standards for the BP zoning district related to materials and engineering requirements such as stormwater management.

Parking Ratio	Parking Required	Parking Provided
1 stall per 2,000 of building area	364 stalls (727,627/2,000)	283 stalls

The parking stalls are located throughout the site. Four stalls are located near the guardhouse, and two stalls are provided adjacent to each of the communication towers. Larger parking areas are provided near each of the 4 main buildings. Construction parking will be in the roughly 27 acres identified on the site plan as reserved contractor space.

Landscaping and tree preservation

The applicant has provided a detailed tree inventory of the site and a landscaping plan with a phasing plan showing what will be planted during construction and then after construction has been completed. Based on a site area of 10,882,417 square feet, and a code requirement of 1 tree per 3,000 square feet, a total of 3,628 trees are required on the site or 9,070 caliper inches based on a planting standard of 2.5 caliper inches per newly planted tree. The code allows existing trees that are retained to count toward the total trees required. With the applicant's plan to retain over 50% of the existing trees, following development there will be 18,883 caliper inches of trees. This is equivalent to 7,553 newly planted trees.

The applicant's existing tree inventory identifies a total of 19,361 caliper inches of significant trees and 13,125 caliper inches of heritage trees within the main portion of the site and 2,799 caliper inches of significant trees and 2,515 heritage trees in the Xcel Substation area. The Code defines a significant tree as a healthy deciduous hardwood tree measuring a minimum of six (6) caliper inches in diameter, a healthy softwood deciduous tree measuring a minimum of twelve (12) caliper inches, or a healthy coniferous tree measuring a minimum of twelve feet (12') in height. A heritage tree is defined by the Code as a healthy hardwood deciduous tree measuring equal to or greater than twenty-seven inches (27") in diameter or a healthy coniferous evergreen tree greater than fifty feet (50') in height.

Developers are permitted to remove up to 25% of the significant trees, based on caliper inches, before

replacement is required at a ratio of .5:1. The applicant is proposing the removal of 8,342 caliper inches or 43% of significant trees, meaning 1,751 caliper inches are required to be replaced. All heritage trees removed during development must be replaced at a 1:1 ratio. In this case, the developer is proposing the removal of 6,656 caliper inches of the 13,125 caliper inches of heritage trees located on the site. Therefore, between the heritage trees removed and the 50% replacement required of the significant trees removed beyond 25%, a total of 8,407" of trees is required as replacement. The existing trees on site meet the minimum required, and the applicant's landscape plan includes an additional 1,834" toward the replacement requirement. These tree preservation calculations do not take into account the area identified for the future Xcel substation, which will be reviewed through a separate site plan review.

The landscaping plan shows foundation plantings in many of the more visible areas of the site such as near the building entrances and parking areas, as well as around the guardhouse. A planting schedule indicating the total number of foundation plantings is not shown on the plan. Therefore, staff has included a condition of approval in the recommended action section that the landscape plan be updated with a schedule that meets the minimum requirement of one foundation planting per ten linear feet of building perimeter. In this case, based on a total building perimeter for the site of 7,177 linear feet, that amounts to 718 foundation plants.

Landscaping		
	Required	**Provided**
Trees	3,628 trees (1 per 3,000 square feet)	7,553 trees based on a 2.5 caliper inch planting.

Tree Replacement				
Existing Trees (in caliper inches)	To be removed	Amount allowed without replacement	Replacement Required	Replacement Provided
19,361 inches of significant trees	8,342 inches	4,840 inches	1,751 inches (3,502 @ .5:1 ratio)	
13,125 inches of heritage trees	6,656 inches	0 inches	6,656 inches	
			8,407 inches	1,834 inches

The Code requires a mix of trees containing no more than 25% coniferous trees. The planting schedule proposed for the site includes 27% coniferous trees, but given that the existing mix of trees consists mostly of deciduous trees, staff finds that this provision of the code is met by the applicant's landscape plan.

With the standards approved by the site's PUD agreement, the applicant is permitted to use rock, gravel and/or mulch as an accent material for maintenance areas directly adjacent to a building and around utility access points such as manholes, control valves, and hand holes, and in mechanical areas. These areas are mostly surrounding the largest two buildings while the areas around building entrances and parking lots will feature more traditional landscaping.

The landscaping plan provided by the applicant is robust, and trees will be planted wherever practicable. The City Code has a provision that allows for the payment of a fee-in-lieu of replacement in situations where the total amount of tree replacement required cannot occur on site. Staff finds that a fee-in-lieu is appropriate, and a condition of approval is included in staff's recommendation to collect $920,200 in lieu of replacement. (6,573 inches/2.5 inches per tree=2,692 trees multiplied by $350 per tree according to the City's fee schedule)

Fencing

The applicant requested and received approval for a deviation from the City Code related to a proposed security fence that will surround the functional area of the site. The PUD allows for a security fence up to 14' in height, an increase from the 8' standard in the zoning ordinance, where the fence is more than fifty feet from the property line. The site plan shows the fence being located 150' from the property line at its nearest point. The Code requires fences to be constructed in a workmanlike manner of substantial materials widely accepted in the fencing industry and reasonably suited for the purpose for which the fence is intended. The applicant's submittal includes an exhibit with security fence details showing a 10' steel welded wire mesh fence, painted in black, for reference.

Site Lighting

The applicant's site lighting plan shows pole mounted lights located throughout the site along all internal drives. The lighting will be mounted at a height of 27.5 feet, which is below the maximum of 30' allowed by the City Code. The level of illumination near the property boundaries is highest at site access points but does not extend to adjacent properties. Therefore, staff finds the site lighting plan to be in conformance with the requirements of the City Code.

Street Improvements

Both Audrey and Blaine Avenues will be improved as part of the proposed development. The intersection of Audrey Avenue and County Road 42 will be shifted east to allow for alignment with a future extension of Audrey Avenue on the north side of County Road 42. This alignment avoids impacting the residence on the north side of County Road 42. A bituminous trail will be constructed on the west side of Audrey, and a 5' sidewalk will be built in accordance with the requirements of the University as a condition of the sale of its land to the developer. A 12" watermain will be constructed to the southern property line of the development within the Audrey Avenue right of way. Staff is recommending that the Council accept a right of way easement to be dedicated by the University for the western half of Audrey Avenue. Typically, rights of way are dedicated on an approved plat, but because the western part of Audrey Avenue is outside the ROSEMOUNT TECHNOLOGY ADDITION plat area, the right of way for that portion of the street must be dedicated separately. This requires Council action. A copy of the proposed easement is attached.

Blaine Avenue will be improved to an urban design featuring curb and gutter and associated storm sewer along the side abutting the proposed development, while the eastern portion of the roadway will have a shoulder until development occurs immediately east of Blaine Avenue. The right of way will be graded to accommodate a future multi-use trail along its western side. As it currently exists, Blaine Avenue is 26' wide. With the improvements, it will be 30' wide and designed to accommodate future expansion to the east side of Blaine. A 16" watermain will be installed within the right of way as part of these improvements. A new turn lane along the south side of 42 will also be constructed as part of the improvements to Blaine Avenue.

Lastly, the County has approved a temporary signal light for the intersection of Blaine and 42 to manage the traffic that will be generated during the construction of the site. The proposed project is projected to generate 241 trips (224 entering and 17 exiting) during the morning peak hour of 7:00 a.m. to 8:00 a.m., 367 trips (0 entering and 367 exiting) during the evening peak hour of 4:30 p.m. to 5:30 p.m., and 610 trips (595 entering and 15 exiting) between 6 and 7 a.m. The bulk of the traffic generated by the site during construction will be outside the morning and evening peak hours.

Utilities

The applicant provided detailed water, sewer and storm sewer plans which are being reviewed by the City's engineering staff and consultants. The water plan provided shows the site connecting to the municipal water system via an 8" line to the water main being constructed with the improvements to Audrey Avenue along the western parcel boundary. The City's public works department has budgeted for the water utilization by the site, and the proposed project does not qualify as a Significant Industrial User (SIU) as defined by the MPCA. An SIU is a user that has the potential to impact the publicly-owned treatment works, contributes 5% or more of flow or load of any pollutant of concern to the POTW, or contributes 25,000 gallons or more per day of industrial process wastewater discharge. The water usage is expected to be on par with what a few dine-in restaurants or half of what a 100-room hotel would use on an average basis.

The City has negotiated a water/wastewater service agreement with the developer to ensure provisions are made to keep the site fully operational while assigning a maximum capacity of daily water volume available to the site. The agreement also lays out a notification and response action parameter for the City in the event that there is a disruption of available water service so that the end user is able to employ backup measures to maintain their operations while the City repairs the greater system. A copy of this agreement is attached and its approval is included in the recommended actions.

The sanitary sewer system within the site will include an onsite lift station and will discharge to an existing Met Council main in the northwestern corner of the site near the intersection of Audrey Avenue and County Road 42. Stormwater will be managed on site through a series of detention ponds containing infiltration areas that surround the development area. The City review of the stormwater infrastructure is ongoing as the overall design of the storm water infiltration basins may change to ensure the greatest efficiency. This is because the onsite ponding will be part of the larger, regional stormwater management system, and it is likely the City will be responsible for the ongoing maintenance of at least some of the ponding areas. A memorandum by the City's engineer dated November 22, 2023, is included in the attachments. Adherence to the requirements provided in the memo is listed in the conditions of approval.

Other utilities located onsite include electrical duct banks and fiber duct banks, which will be located underground and maintained by the property owner, and an electrical transmission line that will run down the eastern property boundary to connect to Xcel's future substation. The City approved construction of the transmission line in 2023, and the Public Utility Commission granted Xcel permission to construct the electrical substation and to service the subject property.

Wetlands

There are two wetlands located in the northern portion of the site near County Road 42. The City's wetland inventory in the Comprehensive Wetland Management Plan classifies wetlands based on characteristics such as water quality and biodiversity. The wetlands onsite are classified in the City's wetland inventory as Manage 2, which is the second-lowest classification and requires a minimum buffer of 30' surrounding the wetlands. The applicant's plans depict the buffer, and the western wetland is located entirely within a proposed drainage and utility easement. Staff is recommending a drainage and utility easement be dedicated over the other wetland and its buffer area as part of the plat approval. Additionally, in accordance with the requirements of the City Code, a conservation easement must also be recorded over the wetlands and their associated buffers. A condition of approval related to this is also included in the recommended action.

Parks and Trails

Staff in the Parks and Recreation department reviewed the proposed development and provided a memorandum recommending that the City collect cash in-lieu of land dedication. Based on the size of the development, that amounts to a cash dedication in the amount of $2,252,500 (10% of 265.07 acres x $85,000 per acre). The plans for the development of the site include a bituminous trail along the west side of Audrey Avenue. A future bituminous trail along the west side of Blaine Avenue is provided for through the grading plans associated with improvements to the roadway.

Other Issues

On November 15, 2023, an open house was held jointly by the City, University, and the applicant to share the development plans for the site and information about the ongoing development of UMore Park. The most common concerns heard by staff at the meeting related to the project's potential water usage and electrical needs. Staff also heard concerns related to electromagnetic frequency (EMF) radiation and low-frequency sound that can travel over farther distances.

Representatives from Xcel Energy provided information to residents during the open house on the topic of EMF radiation and noted that there are no environmental concerns in association with this project.

The applicant provided highlights from a noise study conducted by an acoustic engineering firm to determine the potential impacts of noise on the surrounding properties. The study modeled a constant mechanical operating scenario and a generator maintenance scenario. Noise levels are predicted to be up to 15dB below the noise criteria of the Minnesota Pollution Control Agency, Dakota County, and the City. The noise study also considered low frequency noise. ⅓ octave band data were evaluated, which verified the absence of low frequency noise concerns in selected equipment. The mix of frequencies and equipment selected for the site was confirmed to not contain low-frequency pure tones and has not been associated with disruption to wildlife.

RECOMMENDATION

Staff finds the proposed final site and building plan meets the requirements of the Zoning Code and the approved Planned Unit Development, subject to the conditions included in the recommended action. Staff also finds the proposed preliminary and final plats to be in conformance with the requirements of the Code. The Planning Commission and staff are recommending approval of the requests, subject to the listed conditions.

CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA

RESOLUTION 2023 -

A RESOLUTION APPROVING THE PRELIMINARY PLAT AND FINAL PLATS FOR THE ROSEMOUNT TECHNOLOGY ADDITION

WHEREAS, the City of Rosemount received requests for Preliminary and Final Plat approval from Jimnist, LLC., concerning property legally described as:

The South one-half (S 1/2) of Section Twenty-six (26) in the Township One Hundred Fifteen (115) North, Range Nineteen (19) West of the 5th Principal Meridian, EXCEPTING the Northerly 1,400 feet of the Westerly 730 feet of the Southwest one-quarter (SW 1/4) of Section 26, Township 115 North, Range 19 West;

Also EXCEPTING that part of the Southwest Quarter of Section 26, Township 115, Range 19, Dakota County, Minnesota, described as follows:

Beginning at the southeast corner of the North 1052.00 feet of the West 730.00 feet of said Southwest Quarter; thence North 00 degrees 30 minutes 08 seconds East, assumed bearing along the east line of the West 730.00 feet of said Southwest Quarter, a distance of 915.02 feet to the south line of the North 137.00 feet of said Southwest Quarter; thence South 89 degrees 53 minutes 38 seconds East, along said south line of the North 137.00 feet, a distance of 478.89 feet; thence South 01 degrees 28 minutes 55 seconds West a distance of 538.40 feet; thence southerly 141.25 feet, along a tangential curve, concave to the west, having a central angle of 22 degrees 06 minutes 25 seconds and a radius of 366.07 feet; thence southerly 99.48 feet, along a reverse curve, concave to the east, having a central angle of 23 degrees 38 minutes 15 seconds and a radius of 241.12 feet; thence South 00 degrees 02 minutes 54 seconds East, tangent to last described curve, a distance of 142.94 feet to the south line of the North 1052.00 feet of said Southwest Quarter; thence North 89 degrees 53 minutes 38 seconds West, along said south line of the North 1052.00 feet, a distance of 422.50 feet to the point of beginning.

Also EXCEPTING that part of the Southeast Quarter of Section 27, Township 115, Range 19 and that port of the Southwest Quarter of Section 26, Township 115, Range 19, Dakota County, Minnesota, described as follows:

Beginning at the southeast corner of the North 1400.00 feet of said Southeast Quarter, thence North 89 degrees 42 minutes 19 seconds West, assumed bearing along the south line of the North 1400.00 feet of said Southeast Quarter, a distance of 1148.47 feet; thence South 00 degrees 17 minutes 41 seconds West □ distance of 70.03 feet; thence southeasterly 179.57 feet, along a tangential curve, concave to the northeast, having a central angle of 45 degrees 43 minutes 41 seconds and a radius of 225.00 feet; thence South 45 degrees 26 minutes 00 seconds East, tangent to last described curve, a distance of 153.20 feet; thence southeasterly 172.53 feet, along a tangential curve, concave to the northeast, having a central angle of 43 degrees 56 minutes 05 seconds and a radius of 225.00 feet; thence South 89 degrees 22 minutes 05 seconds East, tangent to lost described curve, a distance of 507.80 feet; thence South 45 degrees 28 minutes 31 seconds East a distance of 927.41 feet; thence easterly 175.03 feet, along a tangential curve, concave to the northeast, having a central angle of 44 degrees 34 minutes 13 seconds and a radius of 225.00 feet; thence North 89 degrees 57 minutes 16 seconds East, tangent to last described curve, a distance of 647.03 feet; thence North 00 degrees 02 minutes 54 seconds West a distance of 505.00 feet; thence South 89 degrees 57 minutes 16 seconds West a distance of 501.50 feet; thence North 00 degrees 02 minutes 54 seconds West a distance of 170.00 feet; thence North 89 degrees 57 minutes 16 seconds East a distance of 298.50 feet; thence North 00 degrees 02 minutes 54 seconds West a distance of 220.00 feet; thence North 89 degrees 57 minutes 16 seconds East a distance of 203.00 feet; thence North 00 degrees 02 minutes 54 seconds West a distance of 568.60 feet to the south line of the North 1052.00 feet of said Southwest Quarter; thence North 89 degrees 53 minutes 38 seconds West, along said south line of the North 1052.00 feet, a distance of 422.50 feet to the east line of the West 730.00 feet of said Southwest Quarter; thence South 00 degrees 30 minutes 08 seconds West, along the said east line of the West 730.00 feet, a distance of 348.01 feet to the south line of the North 1400.00 feet of said Southwest Quarter;

thence North 89 degrees 53 minutes 32 seconds West, along said south line of the North 1400.00 feet, a distance of 730.02 feet to the point of beginning.

Dakota County, Minnesota

WHEREAS, on November 28, 2023, the Planning Commission of the City of Rosemount held a public hearing and reviewed the Preliminary Plat and Final Plats for ROSEMOUNT TECHNOLOGY ADDITION; and

WHEREAS, on November 28, 2023, the Planning Commission recommended approval of the Preliminary Plat and Final Plats for ROSEMOUNT TECHNOLOGY ADDITION, subject to conditions; and

WHEREAS, on December 21, 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 and Final Plats for ROSEMOUNT TECHNOLOGY ADDITION, subject to the following conditions:

1. Approval of a subdivision agreement.
2. Payment of a fee in-lieu of park land dedication in the amount of $2,252,500.
3. Payment of all required development fees contained in the subdivision agreement.
4. The plat shall be updated to dedicate a drainage and utility easement over Wetland 471 and its associated buffer.
5. Conservation easements shall be dedicated over the two onsite wetlands and their buffer areas.
6. The final plat shall be updated to rename the parcel labelled Lot 1, Block 2 in the northwest corner of the plat to an outlot.

ADOPTED this 21st day of December, 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 -

A RESOLUTION APPROVING THE FINAL SITE AND BUILDING PLAN FOR THE PROJECT BIG FOOT PLANNED UNIT DEVELOPMENT

WHEREAS, the City of Rosemount received a request for Planned Unit Development Final Site and Building Plan approval from Jimnist, LLC., concerning property legally described as:

The South one-half (S 1/2) of Section Twenty-six (26) in the Township One Hundred Fifteen (115) North, Range Nineteen (19) West of the 5th Principal Meridian, EXCEPTING the Northerly 1,400 feet of the Westerly 730 feet of the Southwest one-quarter (SW 1/4) of Section 26, Township 115 North, Range 19 West;

Also EXCEPTING that part of the Southwest Quarter of Section 26, Township 115, Range 19, Dakota County, Minnesota, described as follows:

Beginning at the southeast corner of the North 1052.00 feet of the West 730.00 feet of said Southwest Quarter; thence North 00 degrees 30 minutes 08 seconds East, assumed bearing along the east line of the West 730.00 feet of said Southwest Quarter, a distance of 915.02 feet to the south line of the North 137.00 feet of said Southwest Quarter; thence South 89 degrees 53 minutes 38 seconds East, along said south line of the North 137.00 feet, a distance of 478.89 feet; thence South 01 degrees 28 minutes 55 seconds West a distance of 538.40 feet; thence southerly 141.25 feet, along a tangential curve, concave to the west, having a central angle of 22 degrees 06 minutes 25 seconds and a radius of 366.07 feet; thence southerly 99.48 feet, along a reverse curve, concave to the east, having a central angle of 23 degrees 38 minutes 15 seconds and a radius of 241.12 feet; thence South 00 degrees 02 minutes 54 seconds East, tangent to last described curve, a distance of 142.94 feet to the south line of the North 1052.00 feet of said Southwest Quarter; thence North 89 degrees 53 minutes 38 seconds West, along said south line of the North 1052.00 feet, a distance of 422.50 feet to the point of beginning.

Also EXCEPTING that part of the Southeast Quarter of Section 27, Township 115, Range 19 and that port of the Southwest Quarter of Section 26, Township 115, Range 19, Dakota County, Minnesota, described as follows:

Beginning at the southeast corner of the North 1400.00 feet of said Southeast Quarter, thence North 89 degrees 42 minutes 19 seconds West, assumed bearing along the south line of the North 1400.00 feet of said Southeast Quarter, a distance of 1148.47 feet; thence South 00 degrees 17 minutes 41 seconds West □ distance of 70.03 feet; thence southeasterly 179.57 feet, along a tangential curve, concave to the northeast, having a central angle of 45 degrees 43 minutes 41 seconds and a radius of 225.00 feet; thence South 45 degrees 26 minutes 00 seconds East, tangent to last described curve, a distance of 153.20 feet; thence southeasterly 172.53 feet, along a tangential curve, concave to the northeast, having a central angle of 43 degrees 56 minutes 05 seconds and a radius of 225.00 feet; thence South 89 degrees 22 minutes 05 seconds East, tangent to lost described curve, a distance of 507.80 feet; thence South 45 degrees 28 minutes 31 seconds East a distance of 927.41 feet; thence easterly 175.03 feet, along a tangential curve, concave to the northeast, having a central angle of 44 degrees 34 minutes 13 seconds and a radius of 225.00 feet; thence North 89 degrees 57 minutes 16 seconds East, tangent to last described curve, a distance of 647.03 feet; thence North 00 degrees 02 minutes 54 seconds West a distance of 505.00 feet; thence South 89 degrees 57 minutes 16 seconds West a distance of 501.50 feet; thence North 00 degrees 02 minutes 54 seconds West a distance of 170.00 feet; thence North 89 degrees 57 minutes 16 seconds East a distance of 298.50 feet; thence North 00 degrees 02 minutes 54 seconds West a distance of 220.00 feet; thence North 89 degrees 57 minutes 16 seconds East a distance of 203.00 feet; thence North 00 degrees 02 minutes 54 seconds West a distance of 568.60 feet to the south line of the North 1052.00 feet of said Southwest Quarter; thence North 89 degrees 53 minutes 38 seconds West, along said south line of the North 1052.00 feet, a distance of 422.50 feet to the east line of the West 730.00 feet of said Southwest Quarter; thence South 00 degrees 30 minutes 08 seconds West, along the said east line of the West 730.00 feet, a distance of 348.01 feet to the south line of the North 1400.00 feet of said Southwest Quarter;

thence North 89 degrees 53 minutes 32 seconds West, along said south line of the North 1400.00 feet, a distance of 730.02 feet to the point of beginning.

Dakota County, Minnesota

WHEREAS, on November 28, 2023, the Planning Commission of the City of Rosemount held a public hearing and reviewed the Final Site and Building Plan for the Project Bigfoot Planned Unit Development; and

WHEREAS, on November 28, 2023, the Planning Commission recommended approval of the Final Site and Building Plan for the Project Bigfoot Planned Unit Development, subject to conditions; and

WHEREAS, on December 21, 2023, the City Council of the City of Rosemount reviewed the Planning Commission's recommendations; and

WHEREAS, Section 11-1-3.E of the City of Rosemount Zoning Ordinance considers a use that is neither specifically allowed nor specifically prohibited, but very similar to an allowed use, to be an allowed use.

NOW, THEREFORE, BE IT RESOLVED, the Council of the City of Rosemount finds that electronic data management, corporate campus, office, and research and development uses are permitted in the BP-Business Park zoning district and hereby approves the Final Site and Building Plan for the Project Bigfoot Planned Unit Development, subject to the following conditions:

1. Approval of the ROSEMOUNT TECHNOLOGY ADDITION preliminary and final plats.
2. Submittal of a landscaping surety of $204,930, to be released following one year of survival.
3. Payment of $920,000 in-lieu of replacement trees.
4. Temporary parking and contractor lay down areas shall be restored and landscaped following construction.
5. The temporary construction access from County Road 42 shall be removed, and the right of way restored, following construction.
6. The landscape plan shall be updated to include a foundation planting schedule that meets the minimum requirements of the city code.
7. A sign permit application shall be submitted prior to the installation of any onsite signage.
8. Conformance with the requirements of the City Engineer contained within the memo dated November 22, 2023.
9. Conformance with the requirements of the Fire Marshal contained within the memo dated November 21, 2023.

ADOPTED this 21st day of December, 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 -

A RESOLUTION ACCEPTING RIGHT-OF-WAY EASEMENT FOR AUDREY AVENUE

WHEREAS, in conjunction with the development at the final plat for ROSEMOUNT TECHNOLOGY ADDITION, Audrey Avenue will be improved; and,

WHEREAS, the University of Minnesota has agreed to grant and easement to the City (the form of the easement agreement is attached hereto), as necessary to complete the improvements.

NOW, THEREFORE, BE IT RESOLVED, the Council of the City of Rosemount hereby accepts the easement from the University of Minnesota, as attached hereto and agrees to the terms and conditions contained therein.

ADOPTED this 21st day of December, 2023, by the City Council of the City of Rosemount.

_____
Jeffery D. Weisensel, Mayor

ATTEST:

_____
Erin Fasbender, City Clerk

SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT (this "**Agreement**") is made and entered into as of _____ __, 2023 ("**Effective Date**") by and between City of Rosemount, a municipal corporation of the State of Minnesota (the "**City**") and Jimnist LLC, a Delaware limited liability company (together with its affiliates and their respective successors and assigns, the "**Company**"). The City and the Company are sometimes referred to herein collectively as the "Parties" and each individually as a "**Party**".

RECITALS

A. The Company owns certain real property consisting of approximately two hundred seventy-nine (279) acres of undeveloped land located in Rosemount, Minnesota as more particularly described on **Exhibit A** hereto (the "**Property**").

B. The Company has proposed to establish on the Property a multi-year, large-scale project that may include multiple phases extending over a period of years with the uses of one or more data centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), and equipment used for the transformation, transmission, distribution and management of electricity (including substations), internet-related equipment, data communications connections, environmental controls and security devices, structures and site features, as well as certain accessory uses or buildings located on the Property and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenances located on, adjacent or near the Property that are reasonably related to the data center(s) (collectively, the "**Project**").

C. At a duly-noticed, public meeting held in accordance with all applicable laws of the State of Minnesota and all applicable provisions of the City Code, as defined below, on March 21, 2023, the Rosemount City Council ("**City Council**"), adopted (a) Ordinance B-___ changing the zoning of the Property from AG-Agricultural to the BP PUD – Business Park Planned Unit Development Zoning District; (b) adopted Resolution 2023 - ___ approving the Planned Unit Development (PUD) Master Development Plan for the Project dated [_____], 2023, subject to the conditions stated in said Resolution, and (c) approved a form of Planned Unit Development Agreement for the Project. The above referenced Ordinance was effective upon publication in accordance with the applicable provisions of the City Code. The above referenced Resolution and approval were effective immediately upon their adoption.

D. At a duly-noticed, public meeting held in accordance with all applicable laws of the State of Minnesota and all applicable provisions of the City Code, as defined below, on, [_____], 2023, the City Council (a) adopted Resolution No. [_____] which granted preliminary plat approval for the Plat of [_____] (the "**Preliminary Plat**") and approved the Company's plans and specifications for the Company Infrastructure Improvements, subject to the conditions to preliminary plat approval, if any, set forth therein; (b) adopted Resolution No. [_____], which granted final plat approval for the Plat of

[_____] (the "**Final Plat**") subject to the conditions to final plat approval, if any, set forth in Section 1(a) below; (c) adopted Resolution No. [_____] which approved the PUD Final Site and Building Plan for the Project (the "**Final Site Plan**") which Final Site Plan includes, among other things, (i) a final stormwater management plan for the Project (the "**Stormwater Management Plan**"), (ii) a final landscape plan for the Project (the "**Landscape Plan**"), (iii) a final Erosion and Sediment Control Plan for the Project (the "**Erosion and Sediment Control Plan**"), (iv) a final Civil Infrastructure Plan for the Project (the "**Infrastructure Plan**"), and (v) a final Lighting Plan for the Project (the "**Lighting Plan**"); (d) adopted Resolution No. [_____] pursuant to Section 11-1-3.E of the City of Rosemount Zoning Ordinance (Title 11 of the City Code) (the "**Zoning Ordinance**") making the determination that electronic data management, corporate campus, office, and research and development uses described in Recital B are permitted uses in the BP PUD – Business Park Planned Unit Development zone; and (e) authorized the execution of and directed the Mayor and City Clerk to execute this Agreement. The above referenced Resolutions and authorization were effective immediately upon their adoption.

E. The Company anticipates that the Project will require a substantial, long-term commitment of capital and resources of the Company, as well as the careful integration of public capital facilities, construction schedules and the phasing of the development of the Project, in order for the Project to be successful, both for the Company and the City. The Company is unwilling to risk such capital and resources unless, among other things, (a) the Property has been zoned and subdivided to permit the development and operation of the Project, (b) all required permits and approvals for the Project have been granted, and (c) all necessary public infrastructure will be available to facilitate and support the development and operation of the Project.

F. The City and the Company are entering into this Agreement pursuant to Minnesota Statutes Section 462.358, Subd. 2a and Title 12 of the Rosemount City Code of Ordinances (the "**City Code**") to memorialize their respective agreements with respect to the Project.

WITNESSETH:

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration (including the City's approval of the Final Plat), the receipt and sufficiency of which are hereby acknowledged, the City and the Company hereby agree as follows:

1. **Development Rights**.

(a) Conditions to Final Plat Approval. City Council Resolution [_____] imposes the following conditions on the approval of the Final Plat:

(i) The Company's execution of this Agreement;

(ii) [_____]; and

(iii) [_____].

(b) Entitlement to Develop. The City represents to the Company that as of the Effective Date: (i) the Project is a permitted use under the City of Rosemount Zoning Ordinance (Title 11 of the City Code) (the "**Zoning Ordinance**"); and (ii) to the City's knowledge, no federal, state, or municipal law, rule, regulation, or order (collectively "**Laws")**, prohibit or prevent the development, completion, operation or occupancy of the Project in accordance with the approvals described in **Exhibit C** hereto ("**Project Approvals**").

(c) Changes in Laws/Effect of Subdivision Approval. To the best of the City's knowledge, no Law conflicts with the provisions of this Agreement. If any Law prevents or precludes compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be automatically suspended as necessary to comply with such Law, and the Parties shall, as soon as reasonably possible, enter into an amendment to this Agreement to ensure compliance with such Laws. The City agrees that the Project is a "planned and staged development" as described in Minnesota Statutes Section 462.358, Subd. 3c. Pursuant to that statute, the City and the Company agree that for a period of twenty-five (25) years after the Effective Date, no amendment to the City's comprehensive plan or the City's official controls, including, without limitation the City's subdivision ordinance and the Zoning Ordinance, shall apply to or affect the use, development density, lot size, lot layout, or dedication or platting required or permitted on the Property by the Project Approvals.

(d) City Fees; Credits. Subject to the terms and conditions of this Agreement, the City and the Company agree that the Company will pay the City's standard fees applicable to the Company's development of the Project on the Property as described on the attached **Exhibit B**[1] subject to the credits described on said **Exhibit B**.

(e) Project Approvals. The City represents to the Company that the Project Approvals are the only City permits, approvals, reviews, and actions that are required to commence and complete the development of the Project including, without limitation, the Company Infrastructure Improvements, as defined below.

(f) Other Approvals. To the extent the City has the legal authority to do so, the City shall use best efforts to assist the Company, upon Company's written request, in connection with obtaining any (i) approvals and permits from other governmental or quasi-governmental agencies (including the City) having jurisdiction over the Property, the Project, or the Company Infrastructure Improvements and (ii) documents and instruments from third parties, as may be necessary by Law in connection with the development or operation of the Project or the Company Infrastructure Improvements. Subject to the timelines in paragraph (h) below with respect to building permits, if City action is required in connection with obtaining any such approvals, permits, documents or instruments, the City will process the request and take any action within the City's authority within thirty (30) calendar days after the Company's written request; provided, however, if a resolution of the City Council is required, the City Council will take action at the next regularly scheduled City Council meeting at which the matter may be placed on the Agenda while still complying with any applicable state laws or City ordinance provisions establishing notice requirements for that meeting. Notwithstanding the foregoing, the City's process will be extended

[1] NTD: Prior to execution, City to prepare additional Exhibit describing each of the applicable costs, expenses, assessments and charges.

to account for any period during which the City is awaiting revisions or additional information from the Company or other agencies or third parties that are necessary to complete the City process.

(g) Timing and Rate of Development. The Project may include multiple phases extending over a period of years. The City acknowledges that as of the Effective Date, the Company cannot predict if, when or at what rate the development of the Project will occur, which will depend upon numerous factors, including factors outside of the control of the Company, such as market orientation and demand, competition, availability of qualified laborers and weather conditions. Subject to any current and future Project Approvals, the Company may develop the Project in such order and at such rate and times as the Company deems appropriate in its sole and absolute discretion, which the City agrees is consistent with the intent, purpose and understanding of the Parties. Notwithstanding the foregoing or anything else in this Agreement to the contrary, nothing in this Agreement shall be construed to require the Company to proceed with developing the Project or any portion thereof.

(h) Timeframes and Staffing for Processing Building Permit Applications. The City shall use best efforts to review Project related building permit applications and issue Project related building permits or provide a written description of the City's reasonable explanation for refusing to issue the building permit within thirty (30) calendar days after the City's receipt of a complete application. If the City notifies the Company that the City is reasonably refusing to issue a Project related building permit, the City shall use best efforts to review the resubmittal and issue Project related building permits or provide a written description of the City's reasons for continuing to refuse to issue the building permit within fifteen (15) calendar days after the City's receipt of such resubmittal. If, either before or after receipt of an application for a Project related building permit, the City determines that it will not or may not be able to review Project related building permit applications and issue Project related building permits within the time periods stated above, the City shall promptly notify the Company of the potential delay and negotiate in good faith with the Company to identify ways to expedite the City's review and approval process which may, at the parties' mutual agreement, include the Company's payment of additional or higher application fees to allow the City to temporarily increase staffing or to use outside consultants.

2. **City –Installed Public Infrastructure Improvements.**

(a) City-Installed Public Infrastructure Improvements. The City shall design, construct, and install, the public improvements described on **Exhibit D** (hereinafter referred to as "**City-Installed Public Infrastructure Improvements**") in accordance with the City Construction Schedule (as defined and described in Section 2(b)), using contractors selected through the public bidding process. The City shall design, construct, and install the City-Installed Public Infrastructure Improvements at the City's cost and expense, subject to: (i) the City's right to levy special assessments against benefitted properties pursuant to Minnesota Statutes Chapter 429 and Section 2(d) of this Agreement to recoup some or all of the cost and expense of the City-Installed Public Infrastructure Improvements. All of the City-Installed Public Infrastructure Improvements shall be completed by the City in a good and workmanlike manner, free of liens (other than liens for the above-described special assessments), in compliance with all Laws, and in accordance with this Agreement.

(b) City Construction Schedule. The City shall, and shall cause the City's contractors to, construct the City-Installed Public Infrastructure Improvements: (i) on or before the completion dates set forth on **Exhibit D** and in accordance with a project specific construction schedule which the City will provide to the Company prior to the commencement of each of the City-Installed Public Infrastructure Improvements projects described on **Exhibit D** (the "**City Construction Schedule**"); (ii) in such a manner as to not intentionally or unreasonably interfere with or delay any work on the Project to be performed by the Company or the Company's contractors; (iii) in such a manner that the Company and the Company's contractors shall have reasonable vehicular and pedestrian access to the Property via public rights of way or any easements of record at all times; (iv) in accordance with this Agreement; and (v) in accordance with all Laws. The City shall, and shall cause the City's contractors to, act in a commercially reasonable manner and endeavor in good faith to ensure the timely progression of construction of the City-Installed Public Infrastructure Improvements. The City shall, from time to time, designate and provide the Company with contact information for a specific staff person to be the Company's point of contact with respect to the City-Installed Public Infrastructure Improvements, provide the Company with periodic verbal and/or written updates on the status of the City-Installed Public Infrastructure Improvements, and, if requested by the Company, meet with representatives of the Company on a monthly basis to provide information regarding and to discuss the progress of and schedule for completion of the City-Installed Public Infrastructure Improvements.

(c) Construction Monitoring. The Company shall have the right to retain, at the Company's expense, a civil engineer (the "**Construction Monitor**") to monitor the progress of the development and construction of the City-Installed Public Infrastructure Improvements. The City acknowledges that (i) the Construction Monitor has been retained by the Company to act as a consultant, and only as a consultant, to the Company in connection with the construction of the City-Installed Public Infrastructure Improvements, (ii) the Construction Monitor shall have no power or authority to make any decision or to give any approval or consent or to do any other thing which is binding upon the Company or the City, and any such purported decision, approval, consent or act by the Construction Monitor on behalf of the Company shall be void and of no force or effect, (iii) the Company reserves the right to make any and all decisions required to be made by the Company under this Agreement, and without in any instance being bound or limited in any manner whatsoever by any opinion expressed or not expressed by the Construction Monitor to the Company or any other person with respect thereto, (iv) the Company is entitled to the right but not the obligation to rely conclusively on the reports of the Construction Monitor with respect to any matter relating to the construction of the City-Installed Public Infrastructure Improvements, and (v) the Company reserves the right in its sole and absolute discretion to replace the Construction Monitor with another inspector or monitor at any time and without prior notice to or approval by the City. The Construction Monitor shall be granted access at all times to any construction site of the City-Installed Public Infrastructure Improvements and to any construction documents located at or otherwise pertaining to such site.

(d) Assessment Agreement for City-Installed Public Infrastructure Improvements. Minnesota Statutes, Chapter 429, and the City's Ordinances authorize the City to assess a portion of the cost of the City-Installed Public Infrastructure Improvements described on **Exhibit D** for the Blaine Ave Sewer Line, the Blaine Ave Southern Final Roadway Construction, and the Blaine Ave Final Streetscape Construction (the "**Assessed Improvements**") against the Property. The City and the Company hereby agree the Assessed Improvements will benefit the

Property. The Company acknowledges that in connection with the City's construction of the Assessed Improvements, the City will take the actions necessary to specially assess the cost of the Assessed Improvements against the Property and all other benefitted properties, pursuant to Minnesota Statutes, Chapter 429. The special assessment will be payable in a single installment or multiple installments as determined by the City. Subject to the City's compliance with the terms of this Section 2(d) and **Exhibit D**, the Company hereby (i) consents to the City's levying of a special assessment against the Property pursuant to Minnesota Statutes, Chapter 429 and the City Code for the cost of the Assessed Improvements, (ii) waives any and all procedural and substantive objections to a special assessment up to those amounts, including, but not limited to, notice and hearing requirements, claims that the Property, or any part thereof, does not receive a benefit from the Assessed Improvements, claims that property other than the Property receives a benefit from the Assessed Improvements, claims that the assessment is not uniform upon the same classes of property and claims that the special assessments described on **Exhibit D** exceed the benefit to the Property, and (iii) waives any appeal rights otherwise available pursuant to Minnesota Statutes, Section 429.081 and any rights available under the City Code with respect to special assessments. The consents and waivers set forth in this Section 2(d) run with title to the Property and are binding on the Company and its successors and assigns.

(e) Payment of the Company's Share of the Cost of the 16" Water Line. The 16" Water Line in CSAH 42 that is described on **Exhibit D** is referred to herein as the **"16" Water Line**". The City will provide the Company with no fewer than one hundred twenty (120) day's prior written notice of the date that the City will commence construction of the 16" Water Line, and before the anticipated commencement date set forth in the City's notice, the Company will pay the City $_____ as a partial payment of the amount due from the Company to the City pursuant to **Exhibit D** ***[To be completed prior to execution with an amount that is 75% of the City's estimate of the cost of constructing the 16" Water Line]***. In addition, upon the City's completion of the Water Line, the Company will pay to the City the balance of the amount due from the Company to the City for the 16" Water Line, as set forth on and subject to the limitations of **Exhibit D**.

3. **Company Infrastructure Improvements**.

a) Company Infrastructure Improvements. Subject to Section 3.d below, the Company, at its sole cost and expense, shall complete construction of the public improvements within public rights-of-way or public easements described on **Exhibit E** (each a "**Company Infrastructure Improvement**") and collectively, the "**Company Infrastructure Improvements**"). Subject to Force Majeure, the Company shall complete each of the Company Infrastructure Improvements within two years of the date the Company commences construction of that Company Infrastructure Improvement. The Company shall construct the Company Infrastructure Improvements, in a good and workmanlike manner, free of liens, and in compliance with all Laws, All costs to complete the Company Infrastructure Improvements shall be borne by the Company.

b) Reimbursement for Temporary Intersection Signalization Costs. If the City and Dakota County enter into a joint powers agreement relating to the construction of temporary

signalization improvements at the intersection of C.S.A.H. 42 and Blaine Avenue (the "JPA") then so long as the City allows the Company to review and approve the final form of JPA, which approval the Company may not unreasonably delay or withhold, the Company will reimburse the City for amounts the JPA obligates the City to pay to Dakota County with respect to the construction of temporary signalization improvements at the intersection of C.S.A.H. 42 and Blaine Avenue. The Company will make such reimbursement within thirty (30) days after Company's receipt of notice from the City identifying the amount of the City's payments to Dakota County.

c) Access. The City hereby grants the Company and its contractors the right to enter onto the applicable publicly dedicated rights-of-way or public right-of-way easements for the purpose of constructing the Company Infrastructure Improvements and the Temporary Improvements, and upon the Company's request, the City will grant a commercially reasonable, recordable license to evidence, of record, said right of entry.

d) Acquisition of Audrey Avenue Right-of-Way from Dakota County Technical College. A portion of the proposed right-of-way for Audrey Avenue is located on land that is owned by the Board of Trustees of the Minnesota State Colleges and Universities ("MNSCU"). The Company's obligation to construct the "Audrey Avenue Water Line" and the "Audrey Avenue Realignment and Reconstruction" described on the attached **Exhibit E** are contingent upon MNSCU's granting the City a right-of-way easement over those portions of the proposed right-of-way for Audrey Avenue that are located on MNSCU's property (the "MNSCU Right-of-Way Easement") no later than the dates set forth on the attached **Exhibit E**. The Company will use commercially reasonable efforts to induce MNSCU to grant the MNSCU Right-of-Way Easement to the City in accordance with all applicable Laws and will pay or otherwise provide such consideration, if any, as MNSCU is required by Law to require as a condition of granting the MNSCU Right-of-Way Easement.

4. **Stormwater Management Plan and Erosion and Sediment Control Plan.** The Company shall grade the Property in accordance with the site grading plan included as a part of the Stormwater Management Plan and the Erosion and Sediment Control Plan. Company may not conduct any grading on the Property until City has approved a grading plan and issued a grading permit. Company must comply with all applicable Minnesota Pollution Control Agency Stormwater Permitting regulations.

5. **Landscape Plan.** The Company shall landscape the Property in accordance with the Landscape Plan.

6. **Security for Secured Obligations, Compliance with Stormwater Management Plan, and Erosion and Sediment Control Plan.**

(a) Delivery of Security. As security for the Company's performance of its obligations under Section 3(a), Section 4 and Section 5 (each, a "**Secured Obligation**" and collectively, the "**Secured Obligations**," the Company shall furnish to the City, upon the later of the execution of this Agreement or the City's execution of the Final Plat and release of the executed Final Plat to the Company for recording, with one or more cash deposits, payment and performance

bonds, or irrevocable letters of credit (i) with respect to the construction of the Company Infrastructure Improvements pursuant to Section 3(a), a cash deposit or letter of credit shall be in an amount equal to 125% of the reasonably estimated cost of constructing each Company Infrastructure Improvement described on **Exhibit E**, (ii) with respect to the grading described in Section 4, a cash deposit or letter of credit shall be in the amount determined by the City's fee schedule, and (iii) with respect to the landscaping described in Section 5, a cash deposit or letter of credit shall be in an amount equal to 110% of the value of the landscaping described in the Landscape Plan. The Company shall cause its general contractor or project engineer to provide the City with reasonable estimates of the cost of constructing each Company Infrastructure Improvement described on **Exhibit E**. Irrevocable letters of credit provided pursuant to this Section 6(a) must be from a bank or other financial institution which is licensed to do business by the State of Minnesota, reasonably acceptable to the City (collectively the "**Security**"). The Security must remain in place until released by the City pursuant to Section 6(b). The amount of the Security is as follows[2]:

(b) Release of Security. As the Company performs and the City confirms the Company's satisfactory performance of a Secured Obligation, the Company may, from time to time, but no more frequently than once per calendar quarter, seek partial reductions in the amount of or the release of all or portions of the Security for that Secured Obligation to reflect the value of the Secured Obligation the Company has performed. Within ten (10) Business Days of the date of the City's receipt of a reduction request, the City shall begin a review of the request. Processing of said requests will be dependent on the level of detailed information submitted to the City by the Company, and from time to time the Company may be required to provide supplemental information to substantiate a request. The City will act in good faith to process and either approve and carry out the requested reduction or notify the Company, in writing, of the reasons for the City's denial, in whole or in part, of the requested reduction in a reasonable and timely fashion, but in any event within thirty (30) days of the City's receipt of the request and all information reasonably requested by the City to evaluate the request. When the Company has fully performed a Secured Obligation, the City shall promptly refund, release, or return the Security for that Secured Obligation to the Company.

7. **Ownership of Improvements.**

(a) Notwithstanding the establishment of public rights of way for Audrey Avenue and Blaine Avenue either by dedication on the Plat of the Property or by separate grants of public roadway easements: (i) Audrey Avenue will remain a private street until the City accepts the Audrey Avenue Realignment and Reconstruction component of the Company Infrastructure Improvements in accordance with Section 7(b) below; and (ii) Blaine Avenue will remain a private street until the City accepts both the Phase I Reconstruction of Blaine Avenue Phase and the Phase II Reconstruction of Blaine Avenue components of the Company Infrastructure Improvements in accordance with Section 7(b) below. So long as Audrey Avenue and Blaine Avenue are private streets the adjacent owners are responsible for any necessary maintenance, repair and plowing of the private streets and may control and limit access to those private streets. Upon the Company's

[2] NTD: *A table describing each of the obligations to be secured and the amount of security applicable to each obligation to be inserted.*

request the City and the Company will enter into a commercially reasonable maintenance contract whereby the Company (and, potentially, other adjacent owners) will engage the City to provide snow plowing service until such time as the City accepts the Audrey Avenue Realignment and Reconstruction component of the Company Infrastructure Improvements and the Phase I Reconstruction of Blaine Avenue Phase and the Phase II Reconstruction of Blaine Avenue, all in accordance with Section 7(b) below.

(b) Upon the Company's completion of the Company Infrastructure Improvement and the City Council's adoption of a Resolution accepting a Company Infrastructure Improvements, that Company Infrastructure Improvement shall become City property without further notice or action. Within thirty (30) days after the Company's providing notice to the City that the Company has completed the construction of a component of the Company Infrastructure Improvements or that the Company has cured deficiencies noted in a prior City inspection, the City shall cause its staff engineer or consulting engineer to inspect the Company Infrastructure Improvements described in the Company's notice to determine if the Company has constructed those improvements in accordance with this Agreement and the applicable plans described on **Exhibit C** and either (a) cause the City Council to adopt a Resolution accepting those improvements, or (b) notify the Company, in writing, of the specific deficiencies in construction that prevent the City from accepting the improvements and the actions necessary to cure those deficiencies. Subject to Section 8 below, upon the City's written acceptance of the Company Infrastructure Improvements, the City assumes the risk of any loss or damage to the improvement and of any claims related to the improvements and is responsible, at its sole cost and expense, for any maintenance, replacements, repairs of or to the Company Infrastructure Improvements.

8. **Warranties.** After the Company's completion and the City's inspection and written acceptance of a Company Infrastructure Improvement the Company shall warrant that Company Infrastructure Improvement against defects arising from defective materials or faulty workmanship work for a period of two (2) years starting from the date of the City Council Resolution accepting that Company Infrastructure Improvement. The Company will satisfy its obligations to the City under the preceding sentence by requiring its general contractor or contractors to provide a warranty bond or bonds for its or their portions of such work to the City for the applicable time period, starting from the date of acceptance or approval by the City. The Company warrants that the landscaping the Company is required to install pursuant to the Landscape Plan shall be alive, of good quality, and disease free for twelve (12) months from the time of planting and that any subsequent replacements shall be warrantied for twelve (12) months from the time of planting of the replacement.

9. **Stormwater Ponds.** If the site grading plan submitted by the Company, and/or the Stormwater Management Plan and/or the Erosion and Sediment Control Plan provide for the Company's construction of one or more stormwater ponds or the establishment or restoration of one or more wetlands, the City and the Company shall, contemporaneously with the recording of the Final Plat, execute and record a commercially reasonable Stormwater Pond/Wetland Maintenance Agreement that describes any periodic stormwater pond maintenance and wetland establishment or restoration the City requires with respect to the Project's stormwater

ponds or wetlands and that is consistent in its maintenance, establishment, and restoration requirements with other stormwater maintenance agreements the City has entered into with respect to similarly situated projects (the "**Stormwater Maintenance Agreement**"). The Stormwater Maintenance Agreement shall run with title to the Property and may, among other things, require the Company to provide to the City, for each such stormwater pond or wetland in the Project, an inspection report by July 31 each year which includes the following:

(a) Date of inspection;

(b) Name of person responsible for inspection;

(c) Photos of the pond/wetland area confirming the vegetation is established as intended; and

(d) a statement that the maintenance, if any, required during the previous year pursuant to the terms of the Stormwater Maintenance Agreement has been performed.

10. **Easements.** The Company shall, at its sole cost and expense, dedicate or grant easements and convey property to the City as set forth on the Final Plat or as otherwise set forth in **Exhibit F**.

11. **Mortgages**.

(a) Mortgages. This Agreement shall not prevent or limit the Company from encumbering the Property or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more mortgage, deed of trust, sale and leaseback or other form of secured financing ("**Mortgages**") with respect to the construction, development, use or operation of the Project or any portion thereof. The City acknowledges that a holder of a Mortgage ("**Mortgagee**") may require certain interpretations and modifications of this Agreement. Upon the Company's request from time to time, the City shall meet with the Company and such Mortgagee to negotiate in good faith any such requests for interpretation or modification. The City shall not withhold its consent to any such requested interpretation or modification that is consistent with the intent and purposes of this Agreement so long as such consent does not impair the City's rights under this Agreement.

(b) Mortgagee Not Obligated. A Mortgagee shall not have any rights, obligations, or duties under this Agreement unless and until the Mortgagee acquires fee title to and the right of possession of the Property through foreclosure of a Mortgage and the expiration of the applicable redemption period or by its acceptance of a deed in lieu of foreclosure from the Company.

(c) Mortgagee Notice and Cure Rights. If requested in writing by a Mortgagee, the City shall deliver to such Mortgagee any notice of default delivered to the Company hereunder. A Mortgagee shall have the right, but not the obligation, to cure such default within one hundred twenty (120) days after such Mortgagee receives such notice, during which period the City shall not exercise any remedies hereunder.

(d) Disaffirmation. If this Agreement is disaffirmed by a receiver, liquidator or trustee for the Company or its property, then the City, if requested by a Mortgagee, shall negotiate in good faith, with the most senior requesting Mortgagee, a new development agreement for the Project as to such portion of the Property. This Agreement does not require any Mortgagee or the City to enter into a new development agreement pursuant to this Section 11(d).

12. **Taxes.** Except as provided in Section 2(d), the Company shall have the right, to the extent permitted by law, to protest and oppose any and all Taxes. As used in this Section 12(a), "**Taxes**" shall mean any and all taxes, special taxes, special assessments, levies, impositions, duties, deductions, withholding, charges and fees, including those imposed with respect to any assessment districts, infrastructure financing, community facilities districts, community taxing districts, maintenance districts or other similar districts.

13. **Third Party Transactions**.

(a) Estoppel Certificates. At any time, and from time to time, either Party may deliver written notice to the other Party requesting that such other Party certify in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified, or if amended or modified, a description of each such amendment or modification; (iii) the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach; and (iv) any other factual matters reasonably requested (an "**Estoppel Certificate**"). The City Administrator or its authorized designee may execute, on behalf of the City, any Estoppel Certificate requested by the Company that is consistent with this Section 13(a). The City acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Company and by Mortgagees holding an interest in the Property.

(b) No Third-Party Beneficiaries. The only parties to this Agreement are the City and the Company. There are no third-party beneficiaries under this Agreement, and except for assignees and successors-in-interests to either Party, this Agreement shall not be construed to benefit or be enforceable by any other party whatsoever.

14. **Default and Remedies**.

(a) Company Default. In the event the Company defaults in the performance of one or more of its obligations under this Agreement, the City shall provide written notice of the default to the Company. If the Company does not cure said default(s) within thirty (30) days of receiving said notice or, if the default cannot reasonably be cured within thirty (30) days of receiving said notice, if the Company does not commence the cure within said thirty (30) day period and, at all times thereafter, diligently pursue the cure to completion, the City may thereafter pursue one or more of the remedies set forth below:

(i) If the Company's default is in the performance of a Secured Obligation, the City may take such steps as the City reasonably determines are necessary to remedy the default and may draw on the Security the Company has provided for that Secured Obligation to reimburse the City for all costs and expenses the City reasonably incurs in remedying the default; provided, however,

that from and after the Company's commencement of the construction of improvements on the Property, the City, unless it has easement rights to the area, may not enter onto the secured portion of the Property to remedy a default without either the written consent of the Company, which shall not be unreasonably withheld, or an appropriate Court order;

(ii) The City may withhold building permits for the Project; or

(iii) Commence an action in Dakota County District Court to compel the Company's specific performance of its obligations under this Agreement.

15. **Insurance**. The Company agrees to take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted, in writing, the Company Infrastructure Improvements, a policy of commercial general liability insurance covering personal injury, including death, and claims for property damage which may arise out of the Company's work or the work of its contractors or subcontractors. Liability limits shall not be less than $500,000 when the claim is one for death by wrongful act or omission or for any other claim and $2,000,000 for any number of claims arising out of a single occurrence. The City shall be named as an additional insured on the policy. To the extent available on commercially reasonable terms, the certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Company.

16. **Indemnification.** Company shall indemnify and hold harmless the City and its officials, agents, and employees from third party claims for bodily injury, death, or property damage to the extent such claims arise out of the Company's construction of the Company Infrastructure Improvements and do not arise out of the City's or the City's agents' or employees' breach of this Agreement, breach of Laws, negligence, or intentional misconduct.

17. **Miscellaneous**.

(a) Force Majeure. If due to the occurrence of a Force Majeure Event (as hereinafter defined) a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended by one (1) day for each day of such Force Majeure Event; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible. As used herein, "**Force Majeure Event**" shall mean a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, hurricanes and extreme weather conditions; acts of terrorism; pandemics (such as, but not limited to, the COVID-19 pandemic) and global public health emergencies; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State (as hereinafter defined).

(b) Record Drawings. At Project completion, the Company shall submit record drawings of all exterior water, sewer and storm infrastructure improvements in accordance with the City's engineering guidelines; provided that the Company may designate such drawings (and any

other materials the Company is required or elects to provide to the City) as "trade secret information" as and to the extent permitted under the Minnesota Data Practices Act, and the City agrees not to disclose any materials designated as trade secret information to third parties except as may be required by the Minnesota Data Practices Act.

(c) Notice. All notices and other communications given pursuant to this Agreement shall be in writing and shall be (i) mailed by first class, United States mail, postage prepaid, certified, with return receipt requested, and addressed to the Parties hereto at the address listed below, (ii) hand delivered to the intended addressee, (iii) sent by nationally recognized overnight courier, or (iv) by electronic mail with a confirming copy being forwarded by a reputable overnight courier service within twenty-four (24) hours thereafter to the recipient at the mailing address set forth below. If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery, overnight delivery or electronic mail shall be deemed given when received. The Parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

City: City of Rosemount
Rosemount City Hall
2875 145th Street W
Rosemount, MN 55068
Attn: City Administrator
Email: logan.martin@rosemountmn.gov
nick.egger@rosemountmn.gov
mtietjen@kennedy-graven.com

The Company: Jimnist LLC
c/o Taft Stettinius & Hollister LLP
Attn: Thomas Bray
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402-2157
Email: tbray@taftlaw.com
bmaershbecker@taftlaw.com

(d) Run with the Land. The benefits and burdens of this Agreement shall run with title to the Property. In the event of a conveyance of a portion of the Property, the grantor and grantee of the portion conveyed will enter into and record an agreement identifying the obligations under this Agreement retained by the Company and the obligations assumed by the grantee. Upon a conveyance of the entire Property, the grantee assumes and will be fully liable to the City for the performance of grantor's obligations under this Agreement and grantor is released from its obligations. Any transfer of the Company's obligations to the City under this Agreement to a person or entity that is not a successor in title to all or any part of the Property is subject to the City's prior written approval, which the City will not unreasonably withhold, condition, or delay. The Company

may record a memorandum of this Agreement in the office or offices of the Dakota County Recorder and Dakota County Registrar of Titles, as applicable, to provide recorded evidence of the existence of this Agreement.

(e) Entire Agreement. This Agreement, including all Exhibits attached hereto, contains the entire agreement between the Parties regarding the subject matter hereof, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. This Agreement may not be amended unless in writing and signed by the Parties. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated, and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.

(f) Waivers. Neither Party may waive any condition or breach of any representation, term, covenant, or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition, or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition, or covenant or of any subsequent breach of the same or of any other representation, term, condition, or covenant of this Agreement.

(g) No Joint Venture. Nothing contained in this Agreement shall be deemed to create any relationship of agency, joint venture, or partnership.

(h) Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Minnesota ("**State**").

(i) Interpretation. The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements, or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement, or matter.

(j) Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different Parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned, photocopy, or electronic signature on this Agreement (such as DocuSign), any amendment hereto, or any notice delivered hereunder will have the same legal effect as an original signature.

(k) Business Days. As used herein, the term "**Business Day**" shall mean a day that is not a Saturday, Sunday, or legal holiday in the State. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday, or legal holiday under the laws of the State, the date for performance thereof shall be extended to the next Business Day.

(l) Effect on Other Vested Rights. This Agreement does not abrogate any rights established or preserved by any Laws, or by the Water and Sewer Agreement between the Company and the City, dated as of [_____], pursuant to which the City agrees to provide water and sewer services to the Project ("**Water and Sewer Agreement**"), all as more particularly described therein or by any other agreement or contract executed by the City and the Company in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

(m) Minnesota Data Practices. Company acknowledges that the City is subject to the Minnesota Government Data Practices Act (the "**Act**"), Minnesota Statutes, Chapter 13 and must comply with the Act to the extent this Agreement is inconsistent with the Act. The Company may designate, by any method intended to clearly set apart the specific material that the Company claims to be confidential, any confidential business information included in any report or other writing delivered to the City pursuant to or in connection with this Agreement constituting either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to the Company (such information, collectively, "**Confidential Business Information**"). For the avoidance of doubt, all building plans shall be deemed Confidential Business Information. If the City receives any request to inspect or obtain copies of records relating to this Agreement or the Project, the City shall, before the City makes a determination that the records request does or does not involve Confidential Business Information or other non-public information and before the City allows inspection or provides copies of any such records, provide written notice of the same to the Company, which notice shall include a copy of such request. The City shall not allow inspection or provide copies of any such records until the Company shall have had not less than seven (7) Business Days (following and excluding the day on which the Company receives such notice) to determine whether to contest the right of any Party to inspect or receive copies of such records. To the extent permitted by the Act or other Law, the City shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Company or the City. The costs, damages, if any, and attorneys' fees in any proceeding commenced by the Company or at its request by the City to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by the Company. If Company fails to respond to City's notice within the seven (7) Business Day period referenced above, the City may reasonably decide how to proceed with the data request without Company's input with the goal of minimizing any disclosure of Confidential Business Information while complying with applicable law.

(n) Attorneys' Fees. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement or the enforcement hereof, each Party shall pay their own attorneys' fees.

(o) Authority. The City represents and warrants to the Company that (i) pursuant to the City Code and all Laws, the City has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (ii) this Agreement is a valid and binding obligation, enforceable against the City in accordance with the terms hereof, and (iii) the execution and delivery of this Agreement has been validly authorized by all necessary governmental action. The Company represents and warrants to the City that (iv) the Company has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (v) this Agreement is a valid and binding obligation, enforceable against the Company in accordance with the terms hereof, and (vi) the execution and delivery of this Agreement has been validly authorized by all necessary corporate action and does not conflict with any other agreements entered into by the Company.

(p) Further Assurances. Upon the request of the other Party, each Party agrees to (i) furnish to the other Party such requested information, (ii) execute and deliver to the other Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

(q) Waiver of Jury Trial AND CONSEQUENTIAL OR INDIRECT DAMAGES. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO CONSEQUENTIAL OR INDIRECT DAMAGES THAT MAY ARISE OUT OF OR RELATE TO THIS AGREEMENT.

(r) Anti-Corruption. In connection with the negotiation and performance of this Agreement, the Parties, represent, warrant, and covenant that they have complied and will comply with all applicable anti-corruption laws, rules, and regulations. Both Parties will cooperate in good faith to review any compliance matters that arise during the performance of the Agreement, subject to compliance with applicable laws, including data protection laws, and their own internal policies and procedures. The Company may terminate this Agreement immediately by means of written notice to the City if a breach of the terms of this Section has occurred.

(s) Recitals. The Recitals of this Agreement are material terms hereof and shall be binding upon the Parties.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above written.

CITY OF ROSEMOUNT

BY: _____
Jeffery D. Weisensel, Mayor

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, of the City of Rosemount, a municipal corporation under the laws of the state of Minnesota, on behalf of the City.

_____
Notary Public

NOTARIAL STAMP

JIMNIST LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, the _____ of Jimnist LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public

NOTARIAL STAMP

EXHIBIT A

PROPERTY

Real property in the City of Rosemount, County of Dakota, State of Minnesota, described as follows:

That part of the South Half of Section 26 and the North Half of Section 35, Township 115 North, Range 19 West, Dakota County, Minnesota described as follows:

Beginning at the northeast corner of said South Half of Section 26; thence North 89 degrees 53 minutes 38 seconds West, assumed bearing, along the north line of said South Half of Section 26, a distance of 4571.81 feet to the east line of the West 730.00 feet of said South Half of Section 26, also being the east line of the West 730.00 feet of the Southwest Quarter of said Section 26; thence South 00 degrees 30 minutes 08 seconds West along said east line of the West 730.00 feet of the South Half of Section 26, a distance of 137.00 feet to the south line of the North 137.00 feet of said South Half of Section 26, also being the south line of the North 137.00 feet of said Southwest Quarter of Section 26; thence South 89 degrees 53 minutes 38 seconds East along said south line of the North 137.00 feet of the South Half of Section 26, a distance of 478.89 feet; thence South 01 degree 28 minutes 55 seconds West, distance of 538.40 feet; thence southerly 141.25 feet, along a tangential curve, concave to the west, having a central angle of 22 degrees 06 minutes 25 seconds and a radius of 366.07 feet; thence southerly 99.48 feet, along a reverse curve, concave to the east, having a central angle of 23 degrees 38 minutes 15 seconds and a radius of 241.12 feet; thence South 00 degrees 02 minutes 54 seconds East, tangent to last described curve, a distance of 2031.55 feet to the south line of the North 300.00 feet of said North Half of Section 35; thence North 89 degrees 57 minutes 16 seconds East, along said south line of the North 300.00 feet of the North Half of Section 35, a distance of 4130.41 feet to the east line of said North Half of Section 35; thence North 00 degrees 27 minutes 47 seconds East, along said east line of the North Half of Section 35, a distance of 300.01 feet to the northeast corner of said North Half of Section 35; thence North 00 degrees 31 minutes 30 seconds East, along the east line of said South Half of Section 26, a distance of 2629.74 feet to the point of beginning.
(Abstract Property)

EXHIBIT B

FEES AND CREDITS

ROSEMOUNT TECHNOLOGY ADDITION
EXHIBIT B

Sureties for Developer Improvements - Due with signed Subdivision Agreement

No.	Item	Estimated Cost	Surety Amount	Calculation
1	Grading and Erosion Control	$ 795,000	$ 874,500	$3000/ac x 265 acres x 110%. Minimum $25,000
2	Pond Restoration and Erosion Control Removal	$ 75,000	$ 82,500	Minimum $25,000
3	Survey Monumentation	$ 1,000	$ 1,100	
4	Landscaping/Trees	$ 204,900	$ 225,390	Per City Planner (683 trees x $300) x 110%
5	Street Lights	$ 90,000	$ 99,000	$7,500/light x 12 lights x 125%
6	Sanitary Sewer Improvements (Connection to MCES Interceptor)	$ 43,800	$ 54,750	125% of estimated construction expense including contingency. Security released in stages by request and level of completion by Developer.
7	Blaine Avenue Water Line	$ 806,640	$ 1,008,300	125% of estimated construction expense including contingency. Security released in stages by request and level of completion by Developer.
8	Audrey Avenue Water Line	$ 1,380,600	$ 1,725,750	125% of estimated construction expense including contingency. Security released in stages by request and level of completion by Developer.
9	Blaine Avenue Phase I Reconstruction Work - Includes Storm Sewer	$ 2,446,070	$ 3,057,588	125% of estimated construction expense including contingency. Security released in stages by request and level of completion by Developer.
10	Blaine Avenue Phase II Reconstruction Work - Includes Storm Sewer	$ 394,528	$ 493,160	125% of estimated construction expense including contingency. Security released in stages by request and level of completion by Developer.
11	Audrey Avenue Ralignment & Reconstrurction - Includes Storm Sewer	$ 3,466,962	$ 4,333,703	125% of estimated construction expense including contingency. Security released in stages by request and level of completion by Developer.
	Total	**$ 9,704,500**	**$ 11,955,740**	

City Fees - Due with signed Subdivision Agreement and prior to plat mylars being released for recording

	Estimated Construction Cost	$8,538,600	Estimated Public Infrastructure Construction Cost Estimate Including Contingency
No.	Item	Fee Amount	Calculation
1	Project Design, Oversight, Administrative & Legal Expenses	$426,930	5% of Estimated Public Infrastructure Construction Cost Estimate Including Contingency
2	Storm Sewer Trunk Area Charge	$1,403,275	$6,865/net developable acre x 204.41 net developable acres
3	Sanitary Sewer Trunk Area Charge	$284,875	$1,075/acre x 265 acres
4	Water Trunk Area Charge	$1,722,500	$6,500/acre x 265 acres
5	Water Trunk Area Charge Credit - Oversizing	$ (135,300)	Pipe Oversizing Credit - Blaine Avenue & Audrey Avenue Watermains
6	Water Trunk Area Charge Credit - 16" Water Line (on CSAH 42)	$ (296,335)	Design & Project Management Fees Already Paid - 16" Water Line (on CSAH 42)
7	Park Dedication	$2,252,500	$85,000/acre x 265 acres x 10% (per Plat)
8	Tree Dedication	$920,000	Per Computations from Community Development Analysis
9	Street Light Energy Cost	$8,640	12 lights x 24 months x $30/month
10	GIS Fees	$30,714	$120/acre x 256 acres
11	Street Seal Coating	$41,310	$1.70/SY x 24,300 SY
12	Trail Fog Sealing	$9,485	$0.35/SF x 27,100 SF
	Total	**$6,668,594**	

Fees Due at Later Dates (with Building Permits, etc.)

No.	Item	Fee Amount	Calculation
1	16" Water Line Cost-Share	$1,425,000	75% of Estimated Project Cost-Share of $1.9M (per Section 2E of this Agreement). Paid prior to commencment of construction of the 16" Water Line. Remaining 25% of Project Cost-Share to be paid upon completion and finalization of 16" Water Line.
2	MetCouncil Sewer Access Charge (SAC)	$226,734	$2,485/SAC Unit. Estimate based on 91.24 SAC Units - Final Determination of Total SAC Units by MetCouncil. Paid on Building Permit.
3	City Sewer Availability Charge	$109,489	$1,200/SAC Unit. Estimate based on 91.24 SAC Units - Final Determination of Total SAC Units by MetCouncil. Paid on Building Permit.
4	City Storm Sewer Connection Charge (STAAC)	$464,011	$2,270/acre x 204.41 net acres per City Fee Schedule. Paid on Building Permit.
	Total	**$2,225,233**	

Additional Notes:

- Building, Plumbing, Electrical, HVAC Permit Fees based on building plan review and valuation computations, all to be paid at time of permit issuance.

- Water Meter purchase fees dependent on sizes and quantity, pending final review of plumbing plan for buildings. To be paid at time of plumbing permit issuance.

EXHIBIT C

PROJECT APPROVALS

1. Ordinance B-___ adopted March 21, 2023 changing the zoning of the Property to the BP PUD – Business Park Planned Unit Development Zoning District;
2. City Council Resolution 2023 - ___ adopted March 21, 2023 approving the Planned Unit Development (PUD) Master Development Plan for the Project dated [_____], 2023 and approving the rezoning of the Property from AG-Agricultural to BP PUD – Business Park Planned Unit Development Zoning District, subject to the conditions stated in said Resolution;
3. City Council Resolution 2023 - ___ adopted March 21, 2023 approving a form of Planned Unit Development Agreement for the Project. Zoning Approvals:
4. City Council Resolution 2023 - ___ adopted_____, approving the Preliminary Plat;
5. City Council Resolution 2023 - ___ adopted_____, approving the Final Plat;
6. City Council Resolution No. [_____] adopted on [_____ __, 2023], approving this Agreement;
7. City Council Resolution 2023 - ___ adopted_____, approving the PUD Final Site and Building Plan for the Project which includes (i) the Stormwater Management Plan, (ii) the Landscape Plan, (iii) the Erosion and Sediment Control Plan, (iv) the Infrastructure Plan, and (v) the Lighting Plan;
8. City Council Resolution No. [_____] adopted on [_____ __, 2023], approving the Tax Abatement Agreement;
9. City Council Resolution No. [_____] adopted on [_____ __, 2023], approving the Water and Sewer Agreement; and
10. Building Permits
11. Grading Permit (if activity is requested prior to full approval of civil site and public infrastructure plans)

12. City Council Resolution No. [_____] pursuant to Section 11-1-3.E of the City of Rosemount Zoning Ordinance (Title 11 of the City Code) (the "Zoning Ordinance") making the determination that electronic data management, corporate campus, office, and research and development uses described in Recital B are permitted uses in the BP PUD – Business Park Planned Unit Development zone

EXHIBIT D

CITY-INSTALLED PUBLIC INFRASTRUCTURE IMPROVEMENTS

Water / Wastewater Improvements

Project	Special Assessment or other Cost Share	Completion Date
Construction of 16" Water Line in CSAH 42*	50% of actual costs, which are to be determined upon completion of the public bidding process and may include currently unforeseen or unknown project and construction related costs, not to exceed $1,900,000.00	12/31/2024
Blaine Ave Sewer Line	Company consents to a special assessment against the Property to pay for the full actual cost of these improvements, including project overhead, in an amount determined by multiplying the total project cost by a fraction, the numerator of which is the front footage of the Property on Blaine Avenue and the denominator of which is the front footage of all tax parcels fronting on the sewer line.	As determined by the City

Road Improvements

Project	Special Assessment or other Cost Share	Completion Date
Blaine Ave Southern Final Roadway Construction	Company consents to a special assessment against the Property to pay for the full actual cost of these improvements, including project overhead, in an amount determined by multiplying the total project cost by a fraction, the numerator of which is the front footage of the Property on Blaine Avenue and the denominator of which is the front footage of all tax parcels fronting on the portion of Blaine Avenue being improved.	As determined by the City

Blaine Ave Final Streetscape Construction (lighting, landscaping, trails, sidewalks)	**Company consents to a special assessment against the Property to pay for the full actual cost of these improvements, including project overhead, in an amount determined by multiplying the total project cost by a fraction, the numerator of which is the front footage of the Property on Blaine Avenue and the denominator of which is the front footage of all tax parcels fronting on the portion of Blaine Avenue being improved.**	**As determined by the City**

EXHIBIT E

COMPANY INFRASTRUCTURE IMPROVEMENTS

The scope of each of the six Company Infrastructure Improvements described on this Exhibit E is as described and depicted on the City Council approved Infrastructure Plan referenced at paragraph 7(iv) of Exhibit C to this Subdivision Agreement.

Water / Wastewater Improvements

Project	Special Assessment or other Cost Share	Commencement Date (no later than)
City sewer lateral from Property to Metropolitan Council's trunk line.	The Company's Cost	May, 2025
Blaine Ave Water Line (16")	The Company will pay for construction of 10" line, City provided fee credit to compensate for upsize to 16" line	May, 2025
Audrey Ave Water Line (12") The initial work the Company performs to bring water to the Property for purposes of construction will not constitute the commencement of this Company Infrastructure Improvement for purposes of the two year completion obligation set forth in Section 3(a) of the Agreement.	The Company will pay for construction of 10" line, City provided fee credit to compensate for upsize to 12" line	May, 2027

Road Improvements

Project	Special Assessment or other Cost Share	Anticipated Timing
Blaine Avenue Phase I Reconstruction Work **(**Demolition of existing pavement, install waterline and storm sewer, adjust roadway alignment and profile, construct pavement section for construction phase consisting of base and first 2 lifts of asphalt, and maintenance of ditch sections for stormwater runoff.)**.**	**The Company's Cost**	**May, 2025**
Blaine Avenue Phase II Reconstruction Work (All Blaine Avenue reconstruction work that is not included in the Blaine Avenue Phase I Reconstruction Work.)**.**	**The Company's Cost**	**May, 2026**
Audrey Avenue Realignment and Reconstruction	**The Company's Cost**	**May, 2027**

EXHIBIT F

EASEMENTS

1. Conveyance from the Company to the City of fee title to land for City Water Tower. The conveyance will be subject to right of reverter in favor of the Company if the property ceases to be used for a City Water Tower.

2. Public roadway, utility and drainage and utility easements to be dedicated on the Plat of _____ and by separate instruments executed by Dakota County Technical College/MNSCU and University of Minnesota.

WATER AND WASTEWATER AGREEMENT

THIS WATER AND WASTEWATER AGREEMENT (this "Agreement") is made and entered into as of [_____], 2023 ("Effective Date") by and between the City of Rosemount, a municipal corporation of the State of Minnesota (the "City") and Jimnist, LLC, a Delaware limited liability company (together with its affiliates and their respective successors and assigns, "Customer"). The City and Customer are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

RECITALS

A. Customer has the right to acquire certain real property consisting of approximately 279.72059 acres of undeveloped land located in the City, as more particularly described on Exhibit A hereto (the "Property").

B. If Customer acquires the Property, Customer has proposed to establish on the Property a multi-year, large-scale project that may include multiple buildings with the use of one or more data centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, cooling systems, water systems, wastewater systems, power supplies, and environmental controls, as well as certain accessory uses or buildings located on the Property and other related or associated uses, buildings or structures (collectively, the "Project").

C. The City believes the Project offers public benefits to its residents.

D. Customer anticipates that the Project will require a substantial, long-term commitment of capital and resources of Customer, as well as the careful integration of public capital facilities, construction schedules and the phasing of the development of the Project, in order for the Project to be successful, both for Customer and the City. Customer is unwilling to risk such capital and resources without sufficient assurances from the City that adequate, reliable potable water ("Water") and water-carried waste (including treatable wastes, "Wastewater") service, provided at reasonable rates, will be available to the Project in accordance with the terms of this Agreement.

E. The City owns and operates within its municipal limits (i) a potable Water system operating under Minnesota Department of Natural Resources permit number 1976-6069 comprised of 4 water towers, 9 wells, 148 miles of water main, and nearly 1,800 hydrants to deliver potable water to commercial and residential users. (Together with any repairs, improvements and additions thereto and updates and replacements thereof, the "Water System"), and (ii) a municipal sanitary and industrial wastewater collection system operating under Metropolitan Council Environmental Services ("MCES") permit number 975, consisting of 125 miles of sewer lines, 11 lift stations, etc. that is connected to and conveys industrial and sanitary wastewater to the wastewater collection system owned by MCES for treatment in one of MCES' nine wastewater treatment facilities

(together with any repairs, improvements and additions thereto and updates and replacements thereof, the "Wastewater System," and together with the Water System, the "Systems").

F. The nature of the operation of the Project requires continuous and uninterrupted Water and Wastewater services, and even brief interruptions in the Water and Wastewater services to the Project can result in significant damage. As a result, Customer desires to obtain, and the City agrees to provide, continuous and uninterrupted Water and Wastewater services as set forth in this Agreement.

G. The Parties have provided for the construction of certain improvements to the Systems that will enhance the Water and Wastewater services provided to the Project pursuant to that certain Subdivision Agreement between the City and Customer, dated as of [Date] (the "Subdivision Agreement").

H. The City desires to provide, and Customer desires to obtain, Water and Wastewater service to the Project through the Systems, on the terms and conditions set forth herein. In addition, the Parties desire to address the terms related to Water and Wastewater service for the Project, as the same may be expanded or modified, of a quantity and quality that will support regular operation of the Project, as more particularly described herein, so as to allow the Customer to develop the Project on the Property.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Customer hereby agree as follows:

1. INDEPENDENT CONSIDERATION. Customer has paid to the City the amount of $1.00 as consideration and inducement to the City to enter into this Agreement, which amount shall be non-refundable to Customer.

2. CURRENT AVAILABILITY; PERMITTED CAPACITY. The City agrees as follows:

(a) Availability. Water and Wastewater service will be extended to the Property through the City's forthcoming trunk watermain extension program, and such Water and Wastewater service, once extended, shall remain available to the Property during the entire period of construction and operation of the Project, except as otherwise provided herein. For the avoidance of doubt, this Agreement does not obligate Customer to use any specific portion of the Guaranteed Capacities (as defined below) or to commence or complete construction of any system improvements or expansions other than those specified in this Agreement or the Subdivision Agreement. The Guaranteed Capacities in this Agreement are based on the maximum consumption projections for the Project.

(b) Quality. The City has the ability to provide Water service through the Systems to the Property of a Required Quality. As used herein, "Required Quality" shall mean such quality meeting the requirements of 40 CFR Chapter I, Subchapter D, Part 131, Water Quality Standards, Part 141, National Primary Drinking Water Regulations, and Part 143, National Secondary Drinking Water Regulations. The Required Quality for the Project shall be (i) not less than that typically provided by the City during the 5 calendar years prior to the Effective Date to

its residential customers and (ii) at least as is required by (a) all applicable local, state and federal laws and regulations (collectively, "Laws"), and (b) all permits issued to the City to provide Water service (such quality, the "Required Project Quality"). The foregoing may become untrue with regard to any third party contamination that may be discovered in the future.

(c) Water System. The City owns and operates within its municipal limits the Water System, which has existing capacity that is not being used or reserved for use by others and is reasonably in excess of existing and projected demands for Water service from the Water System. The City has the existing legal right pursuant to a valid operating permit issued to the City by the Minnesota Department of Natural Resources to take in up to 1,183 million gallons of Water per year (the "Permitted Intake") for treatment as potable Water (the "Permitted Water Use"). The City will undertake the Appropriation Amendment Process with the Minnesota Department of Natural Resources with a goal of increasing this capacity. The City has no knowledge of any fact, circumstance or pending law, rule, regulation, order or directive that would or might cause a reduction in the Permitted Intake or limit the Permitted Water Use, and the City will use best efforts to obtain the increased capacity through the Appropriation Amendment Process, but the City cannot guarantee the outcome of the Appropriation Amendment Process. The City does not cap the amount of Water usage for its customers under normal operating conditions.

(d) Wastewater System. The City owns and operates within its municipal limits the Wastewater collection System that is connected to and conveys industrial and sanitary wastewater to the wastewater collection and treatment system owned by MCES for treatment. MCES provides services to municipalities within the Minneapolis – Saint Paul Metropolitan Area including wastewater treatment. Member municipalities provide long-range, comprehensive plans of their wastewater capacity needs to be approved by MCES for planning purposes. The City warrants that its current Comprehensive Sanitary Sewer System Plan, and any future modifications or renewals thereto, will provide sufficient capacity for the City to ensure there is adequate capacity within MCES' wastewater conveyance and treatment system to meet Customer's needs for the Project and for the City to meet its obligations under this Agreement with regard to the flow capacity allocations set forth in this Agreement. The City agrees that in the event it adopts any future regulation or ordinance that would classify the Project as a Significant Industrial User or that would otherwise require pretreatment prior to discharge into the City's Wastewater System, such regulation or ordinance shall not apply to the Project. As used herein, "Significant Industrial User" shall mean "[a]ny industrial user: who is subject to federal categorical pretreatment standards; or whose average discharge to public sewers of industrial waste, excluding noncontact cooling water and boiler blowdown wastewater, is greater than 25,000 gallons per day; or whose average discharge makes up 5% or more of the average dry weather flow or loading, for any parameter, of the receiving MCES treatment plant; or whose discharge the Regional Administrator [of the Metropolitan Council (the "Regional Administrator")] determines has a reasonable potential to adversely affect public sewers; unless exempted by the Regional Administrator from this designation in accordance with conditions established under Minnesota Rules Part 7049.0120, subpart 24, items B and D," as defined in Section 004.33 of MCES' Waste Discharge Rules for the Metropolitan Disposal System.

(e) Fire Capacity. The Water System has, and shall have at all times during the Term (as defined below), sufficient capacity to support permanent fire system and temporary fire system for the new construction building ("NCB") as described on Exhibit B. Water supplied to the Project shall meet all applicable fire codes.

(f) General. The City Council, at its regular meeting held on ____, adopted Resolution No. [_____], that became effective immediately upon adoption, that (i) confirmed the City Council's approval of this Agreement and (ii) authorized the execution of this Agreement. The City has the full power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement is a valid and binding obligation and enforceable against both Parties.

3. GUARANTEED CAPACITY; CONSTRUCTION OF IMPROVEMENTS.

(a) Guaranteed Capacities. To ensure that the Systems will have sufficient capacity to provide Water and Wastewater service to, and receive Wastewater from, the Project as the Project develops, thus ensuring that Customer may operate and expand the Project as it sees fit from time to time, the City guarantees and reserves for Customer's continuous use at all times during the Term, and shall account for that use in future Comprehensive Plan updates, the Water Capacity Guarantee and the Wastewater Capacity Guarantee, each as set forth and defined in Exhibit C (individually the "Water Capacity Guarantee" and the "Wastewater Capacity Guarantee," respectively, and collectively, the "Guaranteed Capacities"). The City guarantees that the Water and Wastewater services provided hereunder shall at all times meet or exceed the Required Quality. Except as set forth in Section 5, the City shall ensure that the Guaranteed Capacities shall be continuously available to Customer as set forth on Exhibit C. For the avoidance of doubt, Customer shall determine when the Guaranteed Capacities are required in its sole and absolute discretion. The City agrees to evaluate the Systems no less frequently than annually and take any necessary steps to ensure that the Systems continue to have sufficient capacity to provide the Guaranteed Capacities to Customer throughout the Term of this Agreement. No more frequently than every five years during the Term, upon written request of either Party, the Parties shall review the Guaranteed Capacities to determine whether a reduction or increase in the Guaranteed Capacities is appropriate and to plan services for the Project; provided, however, that no reduction in the Guaranteed Capacities shall be made without the prior written consent of Customer, which consent may be granted or withheld in Customer's sole discretion. For the avoidance of doubt, the intent of this Section 3(a) is to guarantee that at all times during the Term of this Agreement, the City's Systems and capacity shall be sufficient to meet Customer's daily Water and Wastewater requirements as well as peak Water and Wastewater requirements as set forth on Exhibit C upon demand.

(b) Measurement. The Water Capacity Guarantee and Customer's use of portions thereof shall be measured based on Customer's actual withdrawals from the Water System. Subject to Sections 3(a)-(b) herein, at all times the Water Capacity Guarantee shall be available on the City side of the meter (or meters) for the Project at or near the property line for the Property at a pressure between 60 and 80 pounds per square inch ("Minimum Pressure Flow").

4. REDUNDANT SYSTEMS; CONTINGENCY PLANS.

(a) Redundant Systems. The City acknowledges that Customer requires an uninterrupted supply of Water and Wastewater services to the Project. Subject to the terms and conditions of this Agreement, Customer may establish redundant and/or back up Water and Wastewater resources to serve the Project in accordance with applicable Laws, and the City hereby consents to the same. If Customer elects to establish redundant and/or backup Water sources by (i) drilling wells on the Property or in connection with the Project after proper permitting and coordination with the City, including evaluation of impacts to the City's wells, (ii) collecting rainwater on the Property or in connection with the Project, or (iii) otherwise lawfully storing water on the Property for potential use as needed, the City shall not object to such establishment, including the installation, construction, or maintenance of infrastructure and equipment in connection therewith. Provided, however, that Customer acknowledges that the installation, construction, maintenance, and use of such infrastructure and equipment shall be done in compliance with applicable Laws, including without limitation the City's conditional use permitting process.

(b) Water Resiliency and Efficiency Initiatives. If Customer elects to establish independent, redundant and/or back up Water and Wastewater treatment resources and/or reuse of discharge water, or other advanced water efficiency measures, the City shall not object to such establishment, including the installation, construction and maintenance of infrastructure and equipment in connection therewith, and any such initiatives shall be subject to compliance with applicable Laws, including without limitation the City's conditional use permitting process.

5. WATER SUPPLY AND WASTEWATER SERVICE PRIORITY.

(a) Nature of Operation of Project. The City acknowledges that the nature of the operation of the Project requires continuous and uninterrupted Water and Wastewater services. In the event of a Water shortage, the City agrees to meet and consult with Customer to discuss the impact of such Water shortage on the Project and to determine options for providing continuous and uninterrupted use by the Project of the Guaranteed Capacities. No consumption measures or limitations arising from such shortages shall apply to the Project, unless, in the City's sole discretion, it is required by clear and critical public health conditions and applicable Law. If any Water shortage or Wastewater curtailment is declared, the City will prioritize Water supply to services affecting public health, welfare, and safety, including hospitals, booster stations and critical domestic household uses ("Priority Water Users."). Thereafter, the City will not discriminate against the Customer and shall treat the Customer the same as all other commercial or industrial customers whose service is from the same portions of the Systems serving the Property and is curtailed. The City represents and warrants to Customer that the nature of the project and Customer's proposed use of Water in connection with the Project does not violate any requirements of the Code. The City covenants that (i) the monthly allocation of Water to Customer shall not be lowered except as set forth below, (ii) the City shall not limit or otherwise reduce or discontinue the flow of Water to the Project to any level not meeting the Guaranteed Capacities and Required Project Quality unless necessary to provide sufficient water to Priority Water Users for the imminent protection of the health and safety of the citizens served by the Systems, and then only upon reasonable notice to Customer, and (iii) if the City enacts or amends any Water shortage or Wastewater curtailment ordinances and such ordinances create classifications of Water and

Wastewater customers, the Project shall receive the classification with no lower priority for Water usage than any other customer of the Water System (other than Priority Water Users).

(b) Repairs; Maintenance. Due to the critical, 24 hours per day, 7 days per week operation of the Project, the City shall, at its sole cost and expense (other than the charges for actual services used by the Project), keep and maintain the portions of the Systems that serve the Project and related supporting infrastructure in good working condition and repair. Notwithstanding anything to the contrary set forth herein, the City shall within 8 hours following the commencement of any Service Interruption (as defined below) affecting the Water System notify the Customer of the disruption and commence an investigation to identify the cause of such Service Interruption and implement appropriate repair, restoration and maintenance measures to restore full Systems operations and service to the Project. The City shall diligently pursue such repair, restoration and maintenance measures until the Service Interruption is remedied and full Systems operations to the Project are restored. The City shall at all times have access to an inventory of spare components, parts, facilities, infrastructure and related appurtenances necessary for the City to fulfill its obligations hereunder. The City shall cause suitably trained employees or third-party maintenance contractors to be available and on call to provide critical repair, restoration and maintenance services 24 hours per day, 7 days per week. To the extent that full repair, restoration or maintenance of a Service Interruption shall not be completed within 24 hours following the commencement of such Service Interruption, the City shall promptly, but in any event not more than 48 hours following the commencement of the Service Interruption, coordinate with Customer to establish temporary alternative systems to restore Water and Wastewater service to the Project, which alternative systems shall remain fully operational until such time as a full repair, restoration or maintenance of the Systems is effectuated. The City shall maintain maintenance and repair records for the Systems, and upon Customer's reasonable request therefor, make such records available for review by Customer or its employees, agents or representatives. A "Service Interruption" means (i) with respect to the Water System, a failure of the Water System to supply to the Project the Required Project Quality and volume of Water reserved under the Water Capacity Guarantee for any period of time, or (ii) with respect to the Wastewater System, a failure of the Wastewater System to maintain the capacity reserved under the Wastewater Capacity Guarantee for any period of time.

(c) Future Permitted Capacity. The City shall deliver to Customer notice of any facts or circumstances (including damage to any infrastructure serving the Project) that could result in a reduction in the Permitted Water Use or the Permitted Discharge within 24 hours following learning of such facts or circumstances or that a reduction in Water or Wastewater service might result therefrom. The City shall within 30 days following issuance of any new or renewed permits relating to the Systems deliver to Customer copies of such permits. The City shall make available copies of its then-current permits relating to the Systems promptly upon Customer's request therefor.

(d) Future Operations. The City shall operate the Systems in compliance with all applicable Laws and permits and shall use appropriate best management practices for Systems operations. The City shall provide to Customer any notice of violation, directive or order issued to the City in connection with the City's operation or management of the Systems (an "Enforcement Notice"), no later than 5 days following receipt thereof by the City. The City shall inform Customer within 5 days following the City's learning of any enforcement actions taken by the State of

Minnesota or any agency thereof or the United States Government or any federal agency against the City in connection with the City's operation or management of the Systems. If the City receives an Enforcement Notice that contains a demand, requirement or deadline that could result in a Service Interruption for the Project, then the City shall in no event later than 5 days following its receipt of such Enforcement Notice, reach out to Customer to coordinate with Customer to establish temporary, alternative mechanisms to provide Water and Wastewater services until the applicable Service Interruption, if any, is repaired or restored. In the case of such a Service Interruption, the City shall use reasonable efforts under the circumstances to restore Water and Wastewater services at the levels required under the Guaranteed Capacities. The City shall comply with all applicable federal and state public notification requirements regarding any Enforcement Notice.

6. FEES AND RATES FOR CONNECTIONS AND SERVICES. The Parties acknowledge and agree that standard fees, rates or other charges for the connection to or use of the Water System (collectively, the "Water Rate") and the standard fees, rates or other charges for the connection to or use of the Wastewater System (collectively, the "Wastewater Rate", and collectively with the Water Rate, the "Rates") are set forth in The City of Rosemount's Schedule of Rates and Fees, published on the City of Rosemount website at https://www.rosemountmn.gov/fee-list ("Schedule of Rates and Fees"). The Rates are subject to periodic adjustment, but any increases or decreases to the Rates must be approved by the City Council of Rosemount. The current Rates applicable to industrial customers such as Customer are set forth on Exhibit D.

(a) No Discrimination. The City shall not discriminate against Customer in connection with the setting of the Rates. The City shall set the Water Rate and the Wastewater Rate for the Project no higher than the applicable and reasonable Water Rate and Wastewater Rate, respectively, then-being charged by the City. Customer shall not be charged for use of, or otherwise obligated to pay amounts in connection with, the Systems, other than (i) charges (at the Water Rate) attributable to the portion of the Water Capacity Guarantee actually consumed or used by the Project; (ii) charges (at the Wastewater Rate) attributable to the number of gallons actually discharged into the Wastewater System by the Project, as determined by a separate discharge meter; and (iii) a special assessment for the construction and installation of the sewer line on Blaine Avenue.

(b) Effect of Non-Payment for Service. The City reserves the right to apply a its standard utility bill late payment fee of 6%, with the application thereof occurring on the day after the due date of the bill. Should any utility bill remain delinquent for an extended period of time, the City also reserves the right to assess the remaining balance, including said late payment fee, to the property and place a lien upon the property tax statement as an option afforded to the City under Minnesota Statutes. Notwithstanding the foregoing, should the City elect to disconnect Water or Wastewater service for non-payment of undisputed amounts to the extent set forth in the City Code of Rosemount Minnesota, prior to any disconnection, the City shall provide Customer a minimum of 90 days' notice before any service is disconnected. No Additional Fees. Without limiting the generality of the foregoing, the City agrees that the City shall not charge Customer any fees related to Water or Wastewater Service outside the fee schedule for new developments attached as Exhibit B to the Subdivision Agreement, other than any special assessments for

improvements to the Water or Wastewater System that benefit the Project, or any fees that are applicable to all non-residential users.

(c) Measurement of Wastewater Discharge. The City and Customer acknowledge that a significant amount of Water entering the Project from the City's water meter will be consumed and evaporated and the resulting discharge amount of Wastewater will be lower than the amount of Water entering the Project. It is agreed that a separate meter (or meters) for Wastewater discharges will be purchased and installed by Customer for the Project to measure the actual discharge amount from the Project and that Customer will only be charged for the number of gallons that are actually discharged into the wastewater system.

7. TERM. The term of this Agreement (the "Term") shall commence on the Effective Date and continue for a period of twenty-five (25) years. Sixty days prior to the expiration of the initial Term, or any Renewal Term (as hereinafter defined), the City and Customer shall meet to review the Guaranteed Capacity needs and to discuss any proposed modifications to the Guaranteed Capacities. Provided that Customer remains a customer of the Water System or Sewer System and is not in default past any applicable cure periods, then this Agreement will be automatically renewed and extended for additional, successive ten (10) year terms in the same form as this Agreement, subject to any modifications agreed upon and related to the Guaranteed Capacities. Customer may at any time and for any reason terminate this Agreement automatically upon written notice thereof to the City. City may terminate this Agreement as follows: (a) upon written notice following the sale of the Property to an unrelated third party that does not intend to use the Property for the same or a similar purpose; and (b) as provided in Section 9(a) by providing written notice to Customer after Customer fails (subject to the cure period stated therein) to cure a default under this Agreement.

8. ADDITIONAL PROPERTY. This Agreement applies to any real property within the municipal limits of the City, which is "adjacent or contiguous to" (as hereinafter defined) the Property and part of an expansion of the Project, that Customer may from time to time acquire following the Effective Date (whether in one or more parcels, "Additional Property"). As used herein, "adjacent or contiguous to" shall mean properties that share a boundary line with the Property and shall also include properties that are separated from the Property only by a dedicated roadway. If Customer acquires Additional Property, then automatically upon written notice thereof to the City, this Agreement shall apply with respect to, and the definition of "Property" hereunder shall include such Additional Property regardless of whether the legal description of such Additional Property is actually attached hereto.

9. DEFAULT AND REMEDIES.

(a) Generally. In the event of a default of this Agreement, the non-defaulting Party shall provide written notice of the default to the defaulting Party and shall specify a period of not less than 15 days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to

completion. If the defaulting Party fails to cure the default, the non- defaulting Party may either (x) terminate this Agreement and seek damages from the defaulting Party or (y) enforce this Agreement by the remedy of damages or specific performance or both.

(b) Service Interruptions. Notwithstanding the foregoing but subject to Section 5(b), if the City breaches its obligations to provide continuous Water and Wastewater services under this Agreement, meaning that the City fails to provide the required notice and initiate an investigation and any necessary repairs in response to a Service Interruption as required by Section 5(b), it shall be liable to Customer for damages to the extent arising from such breach. Further, in the event of a Service Interruption, the notice and response requirements of Section 5(b) shall be controlling in lieu of the notice and response periods provided pursuant to Section 9(a). For the avoidance of doubt, this Section 9(b) is subject to the liability limits contained in Section 9(e) and 10(o) and the force majeure provisions in Section 10(p).

(c) Mutual Waiver of Consequential Damages. Except in the case of gross negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement.

(d) Dispute Resolution – Permitting Issues. If a material change in Customer's operations or in State or Federal laws, regulations, or directives governing industrial pretreatment permits occurs which will cause Customer's Wastewater discharges to become subject to permitting requirements, Customer and City shall, within 10 days after Customer notifies City in writing of the material change in operations or City notifies Customer in writing of the State or Federal change, meet and confer to reasonably determine if modifications to this Agreement are required. If the Parties cannot reach an agreement on whether such change requires modifications to this Agreement, the Parties shall, within 10 days after the meeting, appoint a mutually agreeable independent third party with the requisite technical and legal expertise to determine whether the Customer is subject to industrial pretreatment requirements. The Parties shall meet with the third party within 10 days of his/her selection and a decision will be issued to Customer and City by the third party within 5 days thereafter. If the determination by the third party provides that the Customer is subject to industrial pretreatment requirements as a direct result of the change in operations or in Federal or State laws, regulations or directives, the Parties shall modify this Agreement to accommodate the determination, subject to Customer's termination rights under Sections 7 and 10 hereof. The City will not be responsible for any additional costs associated with a third party determination that the Customer is subject to industrial pretreatment requirements, as set forth in this Section 9(d).

(e) Nothing herein shall be deemed a waiver of any of the limits of liability, immunities, or other protections to which the City is entitled under Minnesota Statutes, Chapter 466, or other law.

10. MISCELLANEOUS.

(a) Recitals. The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.

(b) Notice. All notices and other communications given pursuant to this Agreement shall be in writing and shall be (i) mailed by first class, United States mail, postage prepaid, certified, with return receipt requested, and addressed to the Parties hereto at the address listed below, (ii) hand delivered to the intended addressee, (iii) sent by nationally recognized overnight courier, or (iv) or by electronic mail with a confirming copy being forwarded by a reputable overnight courier service within 24 hours thereafter to the recipient at the mailing address set forth below. If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery, overnight delivery or electronic mail shall be deemed given when received. The Parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

City: City Administrator
City of Rosemount
2875 145th Street W
Rosemount, MN 55068

Customer: Taft Stettinius & Hollister LLP
Attn: Thomas Bray
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402-2157
Email: tbray@taftlaw.com

With a Copy to: Taft Stettinius & Hollister LLP
Attn: Brieanna Maershbecker
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402-2157
Email: bmaershbecker@taftlaw.com

(c) Assignment. Customer may assign its rights and obligations under this Agreement to any (i) affiliate controlling, controlled by or under common control with Customer (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder), or (ii) subsequent owner of all or any portion of the Property for a substantially similar use. If Customer sells the Property in its entirety and assigns its rights and obligations hereunder to its successor in title to the Property, then Customer shall be relieved of all of its covenants, commitments and obligations hereunder. The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property for the benefit thereof, subject to the provisions of any assignment agreement (if applicable), and the burdens and benefits hereof shall bind and inure to the benefit of all successors and assigns of the Parties, including any transferee of the Customer.

(d) Entire Agreement. This Agreement, including all Exhibits attached hereto, contains the entire agreement between the Parties regarding the provision of Water and Wastewater service to the Project, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. Except for Customer's right to modify the description of the Property from time to time as set forth in Section 8, no agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.

(e) Waivers. Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

(f) Governing Law. This Agreement is governed by and shall be construed in accordance with the Laws of the State of Minnesota.

(g) Interpretation. The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.

(h) Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute

one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

(i) Business Days. As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Minnesota. All other references to "days" hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Minnesota, then the date for performance thereof shall be extended to the next Business Day.

(j) Effect on Other Vested Rights. This Agreement does not abrogate any rights established or preserved by any applicable Law, or by the Subdivision Agreement or by any other agreement or contract executed by the City and Customer in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

(k) Minnesota Data Practices. Company acknowledges that the City is subject to the Minnesota Government Data Practices Act (the "Act"), Minnesota Statutes, Chapter 13 and must comply with the Act to the extent this Agreement is inconsistent with the Act. The Company may designate, by any method intended to clearly set apart the specific material that the Company claims to be confidential, any confidential business information included in any report or other writing delivered to the City pursuant to or in connection with this Agreement constituting either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to the Company (such information, collectively, "Confidential Business Information"). For the avoidance of doubt, all building plans shall be deemed Confidential Business Information. If the City receives any request to inspect or obtain copies of records relating to this Agreement or the Project, the City shall, before the City makes a determination that the records request does or does not involve Confidential Business Information or other non-public information and before the City allows inspection or provides copies of any such records, provide written notice of the same to the Company, which notice shall include a copy of such request. The City shall not allow inspection or provide copies of any such records until the Company shall have had not less than seven (7) Business Days (following and excluding the day on which the Company receives such notice) to determine whether to contest the right of any Party to inspect or receive copies of such records. To the extent permitted by the Act or other Applicable Law, the City shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Company or the City. The costs, damages, if any, and attorneys' fees in any proceeding commenced by the Company or at its request by the City to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by the Company. If Company fails to respond to City's notice within the seven (7) Business Day period referenced above, the City may reasonably decide how to proceed with the data request without Company's input with the goal of minimizing any disclosure of Confidential Business Information while complying with applicable law.

(l) Further Assurances. Upon the request of the other Party, each Party agrees to (i) furnish to the other Party such requested information, (ii) execute and deliver to the other

Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

(m) Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

(n) Ethical Business Practices; No Procurement Process. In connection with the negotiation and performance of this Agreement, the Parties, represent, warrant and covenant that they will comply with all applicable anti-corruption laws, rules, and regulations. The performance of any obligations under this Agreement does not require the Customer to submit any bid or otherwise participate in any procurement process of the City or to undertake any other obligations required by procurement laws and regulations of the City.

(o) Limits on Liability. The City's liability for monetary damages under this Agreement at no time shall exceed $1,000,000.

(p) Force Majeure. The Parties hereto shall not be liable for any failure to perform hereunder as a result of an external event or events beyond their respective control, including, without limitation, acts of the United States of America, acts of the State of Minnesota, embargos, fire, flood, hurricanes, tornadoes, explosions, acts of God or terrorism, strikes, labor disputes, acts of intentional sabotage targeting the Customer. However, if any such event interferes with the performance by a Party hereunder, such party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance or to complete performance in as timely a manner as is reasonably possible.

[Signatures appear on following page]

CITY: **City of Rosemount, a municipal corporation of the State of Minnesota**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CUSTOMER: **Jimnist, LLC, a Delaware limited liability company**

By: _____
Name: _____
Title: _____

EXHIBIT A

PROPERTY

Real property in the City of Rosemount, County of Dakota, State of Minnesota, described as follows:

That part of the South Half of Section 26 and the North Half of Section 35, Township 115 North, Range 19 West, Dakota County, Minnesota described as follows:

Beginning at the northeast corner of said South Half of Section 26; thence North 89 degrees 53 minutes 38 seconds West, assumed bearing, along the north line of said South Half of Section 26, a distance of 4571.81 feet to the east line of the West 730.00 feet of said South Half of Section 26, also being the east line of the West 730.00 feet of the Southwest Quarter of said Section 26; thence South 00 degrees 30 minutes 08 seconds West along said east line of the West 730.00 feet of the South Half of Section 26, a distance of 137.00 feet to the south line of the North 137.00 feet of said South Half of Section 26, also being the south line of the North 137.00 feet of said Southwest Quarter of Section 26; thence South 89 degrees 53 minutes 38 seconds East along said south line of the North 137.00 feet of the South Half of Section 26, a distance of 478.89 feet; thence South 01 degree 28 minutes 55 seconds West, distance of 538.40 feet; thence southerly 141.25 feet, along a tangential curve, concave to the west, having a central angle of 22 degrees 06 minutes 25 seconds and a radius of 366.07 feet; thence southerly 99.48 feet, along a reverse curve, concave to the east, having a central angle of 23 degrees 38 minutes 15 seconds and a radius of 241.12 feet; thence South 00 degrees 02 minutes 54 seconds East, tangent to last described curve, a distance of 2031.55 feet to the south line of the North 300.00 feet of said North Half of Section 35; thence North 89 degrees 57 minutes 16 seconds East, along said south line of the North 300.00 feet of the North Half of Section 35, a distance of 4130.41 feet to the east line of said North Half of Section 35; thence North 00 degrees 27 minutes 47 seconds East, along said east line of the North Half of Section 35, a distance of 300.01 feet to the northeast corner of said North Half of Section 35; thence North 00 degrees 31 minutes 30 seconds East, along the east line of said South Half of Section 26, a distance of 2629.74 feet to the point of beginning.

(Abstract Property)

EXHIBIT B

FIRE CAPACITY

1. Fire Capacity – Permanent Fire System. For permanent fire suppression purposes, in addition to all other Water deliveries required by this Agreement, upon notice from Customer of the installation of the permanent fire suppression system for the Project, the City shall maintain the capacity to deliver at least 625 gallons of Water per minute to the Property for the duration of no less than 8 hours (300,000 gallons) to supply Water to fill the Project's fire tank and to supply Water to the Property in the event of a fire. The City's provision of water for fire suppression shall meet the following supply conditions: (i) Minimum Residual Pressure (at 625 GPM): 40 pounds per square inch; and (ii) Maximum loss in pressure from static (at 0 GPM) to residual pressure (at 625 GPM): 20 pounds per square inch.

EXHIBIT C

GUARANTEED CAPACITIES

1. Water Capacity Allocation. The Water capacity allocation for the Project is 100,000 gallons per day, with a maximum flow rate of 200 gallons per minute, and within the range of 40 to 80 pounds per square inch (the "Water Capacity Allocation").

2. Temporary Construction Water. The City acknowledges the need for temporary Water for construction purposes and will make available 300,000 gallons per day, with a maximum flow rate of 400 gallons per minute at a reasonable location adjacent to the site to serve construction purposes 30 days after the Effective Date of this Agreement for 5 years. The Customer will make a connection to the City's existing water infrastructure and install a service line to enable the site to receive said flow.

2. Wastewater Capacity Allocation. The Wastewater capacity allocation for the Project is 25,000 gallons per day, with a maximum flow rate of 200 gallons per minute (the "Wastewater Capacity Reservation").

3. Temporary Construction Wastewater Service. The City acknowledges the need for temporary Wastewater Service for construction purposes and will accept 5,000 gallons per day, with a maximum flow rate of 50 gallons per minute at the permanent wastewater location to serve construction purposes for 5 years commencing upon Customer's completion of the connection to the City Wastewater System.

EXHIBIT D

CURRENT RATES APPLICABLE TO INDUSTRIAL CUSTOMERS

Water Sanitary Sewer, Storm Water Usage Rates:
Water and Sanitary Sewer User Fees

Commercial/Industrial

Quarterly usage (gallons)	Rates*:
0 – 80,000	$ 2.07
80,001 – 160,000	$ 2.59
160,001 – 250,000	$ 3.24
> 250,000	$ 4.19

*per thousand gallons

Water Surcharge and Meter Maintenance Per Chart Below

		(Quarterly)
1" (*)	$14.61	$ 6.76
1 1/2" (*)	$30.29	$ 12.18
2" (*)	$33.90	$ 19.54
3" (*)	$50.59	$ 28.25
4" (*)	$75.35	$ 48.44
6" (*)	$165.78	$ 107.65
8" (*)	$182.09	$ 139.25

*Commercial, Institutional and Industrial are taxable.
**Meter maintenance applied to Base Fixed Water Charge based on meter size.

WATER METER PRICES

METER SIZE AND TYPE	W/MXU	W/O MXU
	Meter Cost	Meter Cost
3/4" IPERL	$574.73	$354.73
1"IPERL	$767.64	$547.64
1.5" T2 Omni	$1,376.23	$1,156.23

2"T2 Omni	$1,593.92	$1,373.92
3"T2 Omni	$1,895.00	$1,675.00
4"T2 Omni	$3,420.00	$3,200.00
6" T2 Omni	$5,615.00	$5,395.00
1.5 C2 Omni	$1,876.23	$1,656.23
2"C2 Omni	$2,113.92	$1,893.92
3"C2 Omni	$2,605.00	$2,385.00
4"C2 Omni	$4,310.00	$4,090.00
6" C2 Omni	$6,905.00	$6,685.00
***Meter Cost above does not include tax and must be included.*		

2.5" Hydrant Meter Deposit $2,000.00 plus $50.00 Administration Fee
Hydrant Wrench $135.00 (no handling charge) plus tax = $144.62

Water Meter Accuracy Check

Testing 5/8" – 2" meters	$125.00
Testing 3" meters	$125.00
Testing 4" meters	$125.00
Testing 6" meters	Contracted Price

Water Meter Installation Charges

Water meter charges are the actual cost of meter and appurtenant parts, plus shipping, handling, and sales tax. Charges are subject to change during the year. See the most recent Cost
of Water Meter schedule.

Hydrant Meters

Annual Administration Fee (non-refundable)	$50.00
Bulk Water Rate	$ 3.80 per 1,000 gallons + tax
Deposit check required when meter is picked up. Deposit is returned upon return of hydrant meter within 90 days and payment of water usage invoice.	$2,000.00

Water, Sanitary Sewer and Storm Water Capital Charges:

Metropolitan Council Environmental Services Availability Charge (Metro SAC)
Per Sac Unit, as determined by the MCES $2,485.00

City Sanitary Sewer Availability Charges

CITY SANITARY SEWER CHARGES	Trunk Area Assessments collected with final plat/subdivision agreement	Per SAC Unit as determined by the MCES and collected with the Building Permit
Institutional, Commercial and Industrial	$1,075.00 per acre	$1,200.00

Any part of the Trunk Area Assessment that is not collected with a plat/subdivision agreement will be collected as a connection charge, in addition to any other connection charge established by this resolution, prior to connection to the sanitary sewer system.

All Zoning types $6,500.00 per acre

Any part of the Trunk Area Assessment that is not collected with a plat/subdivision agreement will be collected as a connection charge, in addition to any other connection charge established by this resolution.

And Water Access Charge collected with the Building Permit as follows:

1”	Meter	$ 9,900
1 1/2”	Meter	$14,700.00
2”	Meter	$19,600.00
3”	Meter	$29,450.00
4”	Meter	$34,350.00
6”	Meter	$39,250.00
8”	Meter	$44,150.00

RIGHT-OF-WAY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Agreement**") is made effective the date of last signature below ("**Effective Date**") by Regents of the University of Minnesota, a Minnesota constitutional corporation (the "**Grantor**" or the "**University**"), and the City of Rosemount, a Minnesota municipal corporation (the "**Grantee**" or the "**City**").

Recitals

A. University is the fee owner of certain real property located in the City of Rosemount, Dakota County, Minnesota known as UMore Park (the "**Property**").

B. Pursuant to an adjacent development by Jimnist LLC, a Delaware limited liability company ("**Jimnist**"), City and Jimnist are undertaking a project to construct and dedicate Blaine Avenue as a public road, extending south of County State Aid Highway 42 approximately 3,450 feet (the "**Project**"); and

C. To assist with the Project, and in recognition of the benefit that the Project will provide to University's adjacent UMore Park land ("**Project Benefit**"), University wishes to grant to City an easement as hereinafter described in, over, across, beneath, and on the Property which is depicted and legally described on **Exhibit A** attached hereto (the "**Easement Area**"), according to the terms and conditions contained herein, and City wishes to accept the easement according to the terms and conditions contained herein..

Terms of Agreement

1. Recitals; Exhibit. The recitals above and attached **Exhibit A** are hereby incorporated herein and made part of the Agreement.

2. Grant of Easement. In consideration of the Project Benefit, University grants and conveys to the City a permanent, non-exclusive right-of-way easement for public roadway, sidewalk, pathway, and utility purposes in, over, across, beneath, and on the Easement Area (the "**Easement**").

3. Scope of Easement. Subject to Section 4 of this Agreement, the Easement conveys to City, its contractors (including, without limitation, Jimnist), agents, and employees (collectively, with City, "**City Parties**"), all rights necessary for the construction, operation, maintenance, repair and replacement of public roadway, sidewalk, pathway, and utility uses. Said rights include the following:

- To cut, trim, or remove from the Easement Area such improvements, trees, shrubs, or other vegetation as in the City's reasonable judgment unreasonably interfere with the Easement or the function of the roadway and utility facilities located therein;
- The right to allow public utility companies to place, maintain, improve, repair, replace, and remove utilities and related facilities within the Easement Area; and
- To permanently grade or alter the grade of the land, and to remove and use all earth and other material not reasonably necessary for lateral and subjacent support.
- To provide maintenance services in support the safety of the traveling public and overall safety of the public, including, but not limited to the following activities: snow and ice control operations, pavement patching, and street sweeping.

4. Warranty of Title. University warrants that it is the fee owner of the Property and has the right, title, and capacity to convey to the City the Easement granted herein. City's rights and the Easement granted hereunder are subject to any and all existing restrictions, covenants, easements, rights of way, and other encumbrances relating to the Easement Area that are of record or of which City has knowledge.

5. Condition of the Easement Area. The Easement Area is made available to City in "AS IS, WHERE IS, WITH ALL FAULTS" condition. Except for University's warranty set forth in Section 4 above, no verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory, or otherwise) are given to City with respect to the Easement Area, and City has confirmed independently all information that it considers material to its use of the Easement Area.

6. No Liens. City shall keep the Easement Area and Property free of any and all mechanics', material suppliers', and other liens arising out of any work, labor done, services performed or materials furnished or claimed to have been furnished for City or the other City Parties.

7. Restoration of Property; Hold Harmless. City shall promptly restore damage to the Easement Area and Property arising from City's exercise of its rights pursuant to this Easement. City agrees to hold University harmless and indemnify it from and against any and all loss, damage, liability, claims, cost, and expense arising from the City Parties' use of the Easement Area and exercise of its rights hereunder.

8. Environmental Matters. Neither City nor any of the other City Parties shall install, use, generate, store or dispose of in or about the Easement Area any hazardous substance, toxic chemical, pollutant or other material regulated by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or the Minnesota Environmental Response and Liability Act or any similar law or regulation relating to environmental protection or human health (collectively, "**Environmental Laws**"), including without limitation any material containing asbestos or PCBs (collectively, "**Hazardous Materials**") without University's written approval of each Hazardous Material. If, in the course of exercising its rights hereunder, any of the City Parties encounters any Hazardous Materials, City shall immediately stop the work, notify University, and proceed in accordance with instructions issued by University. In the event of any disturbance or release of Hazardous Materials resulting from any of the City Parties' use of or presence on the Easement Area, City shall comply with the requirements of agencies responsible for enforcement of Environmental Laws and shall provide University with copies of any submittals

or notifications to local, state or federal environmental regulatory agencies.

9. Abandonment or Termination of Use. If the Easement herein granted is no longer used for the purpose herein described, City shall provide a suitable Quit Claim Deed or other agreement in recordable form extinguishing this Agreement. In addition, upon University's request, City, at its sole cost and expense, shall remove all improvements and other property placed on, in, or under the Easement Area and remove all existing debris therefrom and restore the Easement Area to a condition reasonably acceptable to University. At such time that the Easement Area is dedicated as right-of-way on a future plat or is otherwise conveyed to the City as right-of-way, this Agreement shall automatically expire.

10. Notice. A notice, communication, or demand by either party to the other shall be sufficiently given or delivered upon receipt if personally delivered or sent by email (with confirmation of receipt by recipient) or three (3) days after sent by U.S. registered mail or certified mail, postage prepaid, return receipt requested; and

(i) in the case of University, is addressed or personally delivered to:

Regents of the University of Minnesota
c/o Real Estate Office
319 15th Avenue SE, Suite 451
Minneapolis MN 55455
reo@umn.edu

and

University of Minnesota
Office of the General Counsel
Attn: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006
ogccontracts@umn.edu

(ii) in the case of Grantee, is addressed or personally delivered to:

City Administrator
Rosemount City Hall
2875 145th Street West
Rosemount, MN 55068
pwadm@rosemountmn.gov

With a copy to:
Kennedy & Graven, Chartered
Attn: Rosemount City Attorney
150 S. 5th Street, Suite 700
Minneapolis, MN 55402

11. Binding Effect of Agreement. The Agreement shall commence on the Effective Date and shall run with the land. City may not assign or otherwise transfer its rights under this Agreement without the prior written consent of University. The Agreement shall be binding upon University and its successors and assigns and shall be for the benefit of City and its permitted successors and assigns, in perpetuity, subject to Section 9 above.

[Signatures on Following Page]

GRANTOR:
REGENTS OF THE UNIVERSITY OF MINNESOTA

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____day of 2023 by _____, the _____ of Regents of the University of Minnesota, a Minnesota constitutional corporation, on behalf of the corporation.

_____
Notary Public

NOTARY STAMP OR SEAL

GRANTEE:
CITY OF ROSEMOUNT

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____day of 2023 by _____, the _____ of the City of Rosemount, a Minnesota municipal corporation, on behalf of the City.

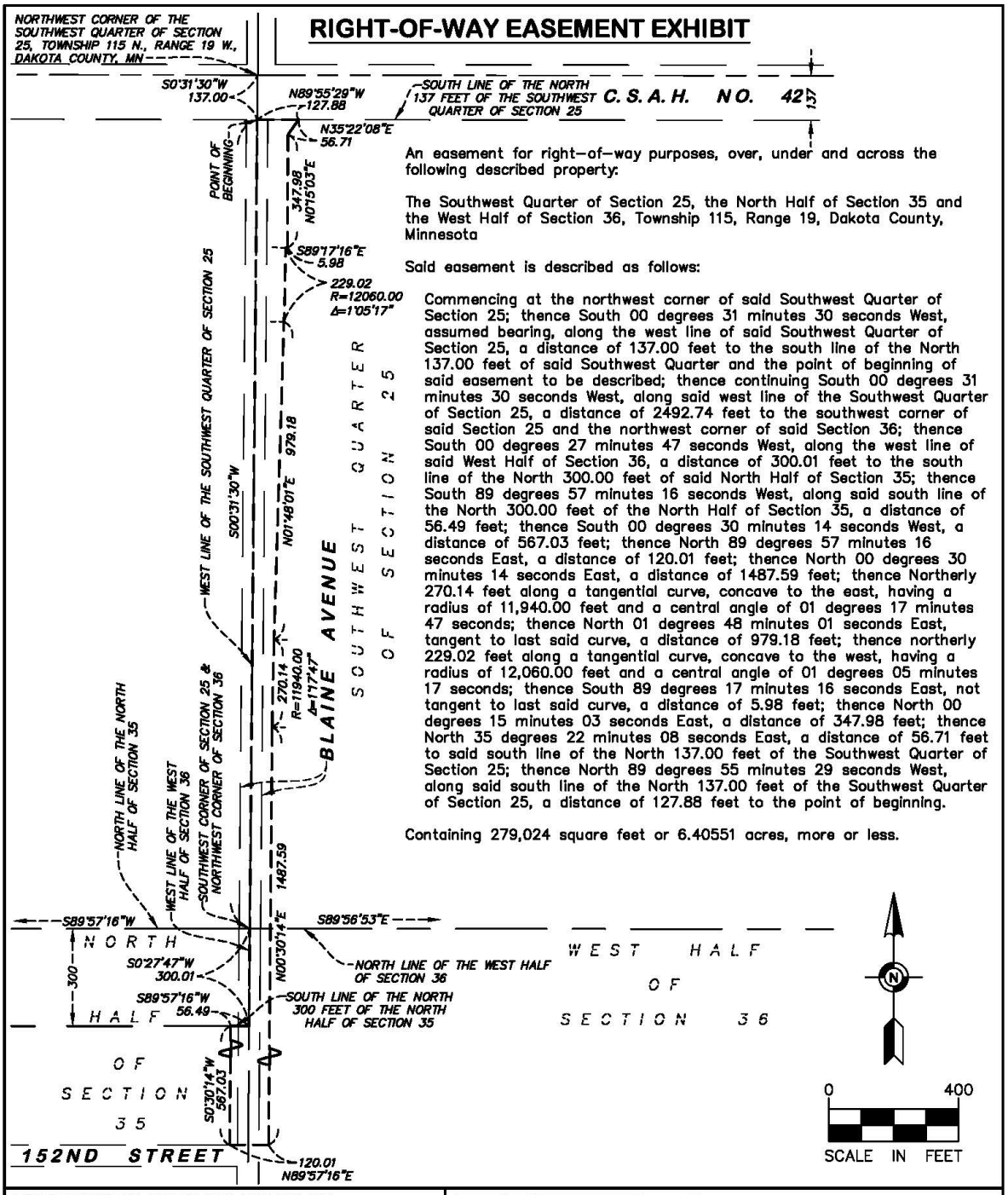
_____
Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:
Office of the General Counsel
University of Minnesota
200 Oak Street SE,
Minneapolis, MN 55455
(612) 624-4100

EXHIBIT A

Depiction and Legal Description of the Easement Area



An easement for right-of-way purposes, over, under and across the following described property:

The Southwest Quarter of Section 25, the North Half of Section 35 and the West Half of Section 36, Township 115, Range 19, Dakota County, Minnesota

Said easement is described as follows:

Commencing at the northwest corner of said Southwest Quarter of Section 25; thence South 00 degrees 31 minutes 30 seconds West, assumed bearing, along the west line of said Southwest Quarter of Section 25, a distance of 137.00 feet to the south line of the North 137.00 feet of said Southwest Quarter and the point of beginning of said easement to be described; thence continuing South 00 degrees 31 minutes 30 seconds West, along said west line of the Southwest Quarter of Section 25, a distance of 2492.74 feet to the southwest corner of said Section 25 and the northwest corner of said Section 36; thence South 00 degrees 27 minutes 47 seconds West, along the west line of said West Half of Section 36, a distance of 300.01 feet to the south line of the North 300.00 feet of said North Half of Section 35; thence South 89 degrees 57 minutes 16 seconds West, along said south line of the North 300.00 feet of the North Half of Section 35, a distance of 56.49 feet; thence South 00 degrees 30 minutes 14 seconds West, a distance of 567.03 feet; thence North 89 degrees 57 minutes 16 seconds East, a distance of 120.01 feet; thence North 00 degrees 30 minutes 14 seconds East, a distance of 1487.59 feet; thence Northerly 270.14 feet along a tangential curve, concave to the east, having a radius of 11,940.00 feet and a central angle of 01 degrees 17 minutes 47 seconds; thence North 01 degrees 48 minutes 01 seconds East, tangent to last said curve, a distance of 979.18 feet; thence northerly 229.02 feet along a tangential curve, concave to the west, having a radius of 12,060.00 feet and a central angle of 01 degrees 05 minutes 17 seconds; thence South 89 degrees 17 minutes 16 seconds East, not tangent to last said curve, a distance of 5.98 feet; thence North 00 degrees 15 minutes 03 seconds East, a distance of 347.98 feet; thence North 35 degrees 22 minutes 08 seconds East, a distance of 56.71 feet to said south line of the North 137.00 feet of the Southwest Quarter of Section 25; thence North 89 degrees 55 minutes 29 seconds West, along said south line of the North 137.00 feet of the Southwest Quarter of Section 25, a distance of 127.88 feet to the point of beginning.

Containing 279,024 square feet or 6.40551 acres, more or less.

RIGHT-OF-WAY EASEMENT EXHIBIT FOR:

Kimley Horn & Associates, Inc.

P.I.D. 34-02500-50-012 & 34-03600-25-010
SITE LOCATION: 14600 Blaine Avenue
Rosemount, Minnesota 55068

Egan, Field & Nowak, Inc.
land surveyors since 1872

475 Old Highway 8 NW, Suite 200
New Brighton, Minnesota 55112
PHONE: (612) 466-3300
WWW.EFNSURVEY.COM
COPYRIGHT © 2023 By EGAN, FIELD & NOWAK, INC.

FILE NO. 5859

DRAWING NAME: 40289 ROW Ease Blaine 2023-11-29.dwg

RIGHT-OF-WAY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Agreement**") is made effective the date of last signature below ("**Effective Date**") by Regents of the University of Minnesota, a Minnesota constitutional corporation (the "**Grantor**" or the "**University**"), and the City of Rosemount, a Minnesota municipal corporation (the "**Grantee**" or the "**City**").

Recitals

A. University is the fee owner of certain real property located in the City of Rosemount, Dakota County, Minnesota known as UMore Park (the "**Property**");

B. Pursuant to an adjacent development by Jimnist LLC, a Delaware limited liability company ("**Jimnist**"), City and Jimnist are undertaking a project to construct and dedicate Audrey Avenue as a public road, extending south of County State Aid Highway 42 approximately 2,800 feet (the "**Project**"); and

C. To assist with the Project, and in recognition of the benefit that the Project will provide to University's adjacent UMore Park land ("**Project Benefit**"), University wishes to grant to City an easement as hereinafter described in, over, across, beneath, and on the Property which is depicted on **Exhibit A** and legally described on **Exhibit B** attached hereto (the "**Easement Area**"), according to the terms and conditions contained herein, and City wishes to accept the easement according to the terms and conditions contained herein. A temporary construction agreement between University Jimnist has been entered into contemporaneously herewith to facilitate construction of the Project.

Terms of Agreement

1. Recitals; Exhibits. The recitals above and **Exhibits A** and **B** attached hereto are hereby incorporated herein and made part of this Agreement.

2. Grant of Easement. In consideration of the Project Benefit, University grants and conveys to the City a permanent, non-exclusive right-of-way easement for public roadway, sidewalk, pathway, and utility purposes in, over, across, beneath, and on the Easement Area (the "**Easement**").

3. Scope of Easement. Subject to Section 4 of this Agreement, the Easement conveys to City, its contractors (including, without limitation, Jimnist), agents, and employees (collectively with City, the "**City Parties**"), all rights necessary for the construction, operation, maintenance, repair and replacement of public roadway, sidewalk, pathway, and utility uses. Said rights include the following:

- To cut, trim, or remove from the Easement Area such improvements, trees, shrubs, or other vegetation as in the City's reasonable judgment unreasonably interfere with the Easement or the function of the roadway and utility facilities located therein;
- The right to allow public utility companies to place, maintain, improve, repair, replace, and remove utilities and related facilities within the Easement Area; and
- To permanently grade or alter the grade of the land, and to remove and use all earth and other material not reasonably necessary for lateral and subjacent support.
- To provide maintenance services in support the safety of the traveling public and overall safety of the public, including, but not limited to the following activities: snow and ice control operations, pavement patching, and street sweeping.

4. Warranty of Title. University warrants that it is the fee owner of the Property and has the right, title, and capacity to convey to the City the Easement granted herein. City's rights and the Easement granted hereunder are subject to any and all existing restrictions, covenants, easements, rights of way, and other encumbrances relating to the Easement Area that are of record or of which City has knowledge.

5. Condition of the Easement Area. The Easement Area is made available to City in "AS IS, WHERE IS, WITH ALL FAULTS" condition. Except for University's warranty set forth in Section 4 above, no verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory, or otherwise) are given to City with respect to the Easement Area, and City has confirmed independently all information that it considers material to its use of the Easement Area.

6. No Liens. City shall keep the Easement Area and Property free of any and all mechanics', material suppliers', and other liens arising out of any work, labor done, services performed or materials furnished or claimed to have been furnished for City or the other City Parties.

7. Restoration of Property; Hold Harmless. City shall promptly restore damage to the Easement Area and Property arising from City's exercise of its rights pursuant to this Easement. City agrees to hold University harmless and indemnify it from and against any and all loss, damage, liability, claims, cost, and expense arising from the City Parties' use of the Easement Area and exercise of its rights hereunder.

8. Environmental Matters. Neither City nor any of the other City Parties shall install, use, generate, store or dispose of in or about the Easement Area any hazardous substance, toxic chemical, pollutant or other material regulated by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or the Minnesota Environmental Response and Liability Act or any similar law or regulation relating to environmental protection or human health (collectively, "**Environmental Laws**"), including without limitation any material containing asbestos or PCBs (collectively, "**Hazardous Materials**") without University's written approval of each Hazardous Material. If, in the course of exercising its rights hereunder, any of the City Parties encounters any Hazardous Materials, City shall immediately stop the work, notify University, and proceed in accordance with instructions issued by University. In the event of any disturbance or release of Hazardous Materials resulting from any of the City Parties' use of or presence on the Easement Area, City shall comply with the requirements of agencies responsible

for enforcement of Environmental Laws and shall provide University with copies of any submittals or notifications to local, state or federal environmental regulatory agencies.

9. Abandonment or Termination of Use. If the Easement herein granted is no longer used for the purpose herein described, City shall provide a suitable Quit Claim Deed or other agreement in recordable form extinguishing this Agreement. In addition, upon University's request, City, at its sole cost and expense, shall remove all improvements and other property placed on, in, or under the Easement Area and remove all existing debris therefrom and restore the Easement Area to a condition reasonably acceptable to University. At such time that the Easement Area is dedicated as right-of-way on a future plat or is otherwise conveyed to the City as right-of-way, this Agreement shall automatically expire.

10. Notice. A notice, communication, or demand by either party to the other shall be sufficiently given or delivered upon receipt if personally delivered or sent by email (with confirmation of receipt by recipient) or three (3) days after sent by U.S. registered mail or certified mail, postage prepaid, return receipt requested; and

(i) in the case of University, is addressed or personally delivered to:

Regents of the University of Minnesota
c/o Real Estate Office
319 15th Avenue SE, Suite 451
Minneapolis MN 55455
reo@umn.edu

and

University of Minnesota
Office of the General Counsel
Attn: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006
ogccontracts@umn.edu

(ii) in the case of Grantee, is addressed or personally delivered to:

City Administrator
Rosemount City Hall
2875 145th Street West
Rosemount, MN 55068
pwadm@rosemountmn.gov

With a copy to:
Kennedy & Graven, Chartered
Attn: Rosemount City Attorney
150 S. 5th Street, Suite 700
Minneapolis, MN 55402

11. Binding Effect of Agreement. The Agreement shall commence on the Effective Date and shall run with the land. City may not assign or otherwise transfer its rights under this Agreement without the prior written consent of University. The Agreement shall be binding upon University and its successors and assigns and shall be for the benefit of City and its permitted successors and assigns, in perpetuity, subject to Section 9 above.

[Signatures on Following Page]

GRANTOR:
REGENTS OF THE UNIVERSITY OF MINNESOTA

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____day of 2023 by _____, the _____ of Regents of the University of Minnesota, a Minnesota constitutional corporation, on behalf of the corporation.

_____
Notary Public

NOTARY STAMP OR SEAL

GRANTEE:
CITY OF ROSEMOUNT

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____day of 2023 by _____, the _____ of the City of Rosemount, a Minnesota municipal corporation, on behalf of the City.

_____
Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:
Office of the General Counsel
University of Minnesota
200 Oak Street SE,
Minneapolis, MN 55455
(612) 624-4100

EXHIBIT A

Depiction of the Easement Area

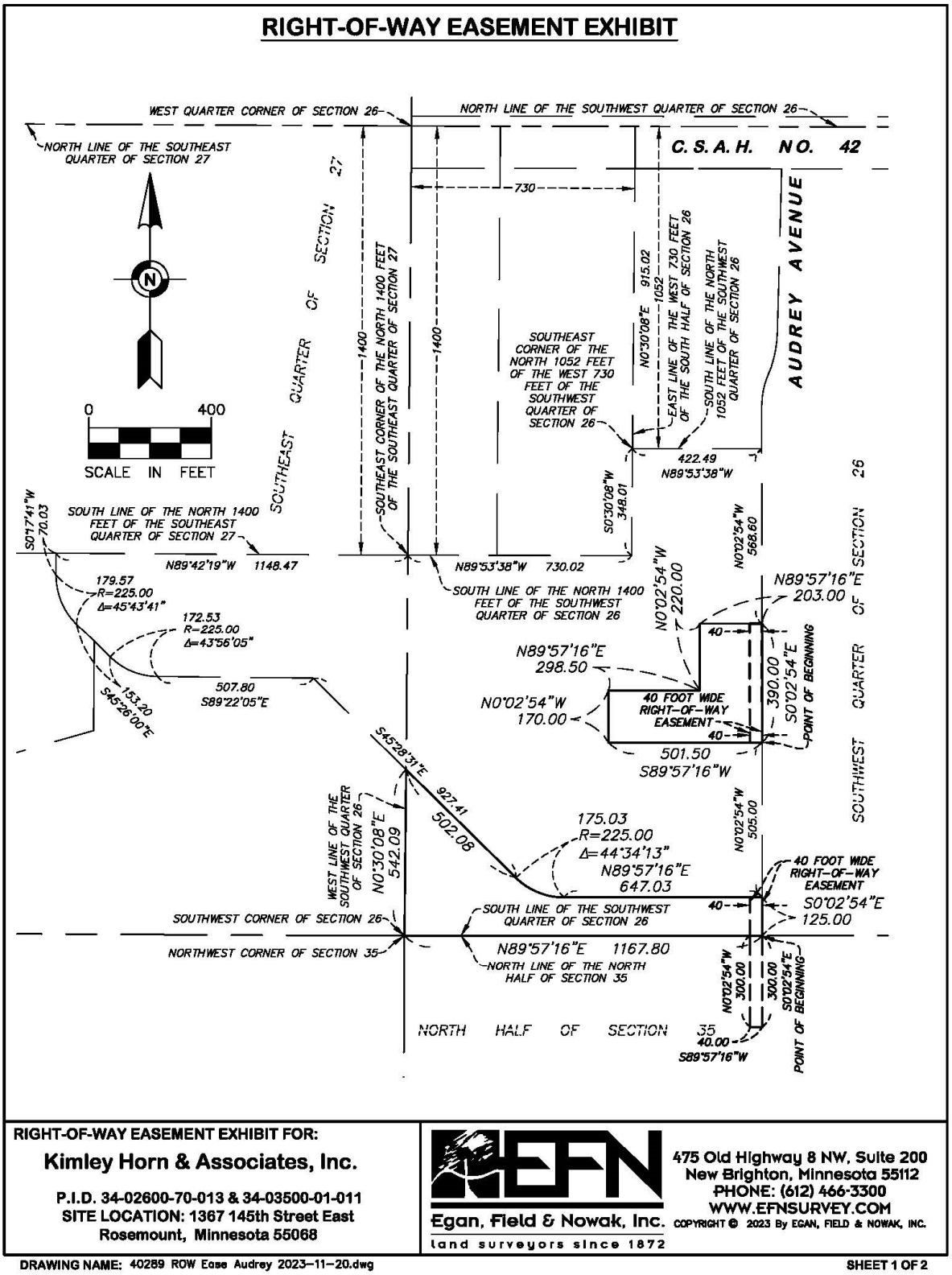


Exhibit B

Legal Description of the Easement Area

RIGHT-OF-WAY EASEMENT EXHIBIT

An easement for right–of–way purposes, over, under and across the easterly 40.00 feet of the following described property:

That part of the Southwest Quarter of Section 26, Township 115, Range 19, Dakota County, Minnesota, described as follows:

Commencing at the southeast corner of the North 1400.00 feet of the Southeast Quarter of Section 27, Township 115, Range 19, thence North 89 degrees 42 minutes 19 seconds West, assumed bearing along the south line of the North 1400.00 feet of said Southeast Quarter, a distance of 1148.47 feet; thence South 00 degrees 17 minutes 41 seconds West a distance of 70.03 feet; thence southeasterly 179.57 feet, along a tangential curve, concave to the northeast, having a central angle of 45 degrees 43 minutes 41 seconds and a radius of 225.00 feet; thence South 45 degrees 26 minutes 00 seconds East, tangent to last described curve, a distance of 153.20 feet; thence southeasterly 172.53 feet, along a tangential curve, concave to the northeast, having a central angle of 43 degrees 56 minutes 05 seconds and a radius of 225.00 feet; thence South 89 degrees 22 minutes 05 seconds East, tangent to last described curve, a distance of 507.80 feet; thence South 45 degrees 28 minutes 31 seconds East a distance of 927.41 feet; thence easterly 175.03 feet, along a tangential curve, concave to the northeast, having a central angle of 44 degrees 34 minutes 13 seconds and a radius of 225.00 feet; thence North 89 degrees 57 minutes 16 seconds East, tangent to last described curve, a distance of 647.03 feet; thence North 00 degrees 02 minutes 54 seconds West a distance of 505.00 feet to the point of beginning of said parcel to be described; thence South 89 degrees 57 minutes 16 seconds West a distance of 501.50 feet; thence North 00 degrees 02 minutes 54 seconds West a distance of 170.00 feet; thence North 89 degrees 57 minutes 16 seconds East a distance of 298.50 feet; thence North 00 degrees 02 minutes 54 seconds West a distance of 220.00 feet; thence North 89 degrees 57 minutes 16 seconds East a distance of 203.00 feet to a line which bears North 00 degrees 02 minutes 54 seconds West from the point of beginning; thence South 00 degrees 02 minutes 54 seconds East, a distance of 390.00 feet to the point of beginning.

Said easement containing 15,600 square feet or 0.35813 acres, more or less.

Together with:

An easement for right–of–way purposes, over, under and across the easterly 40.00 feet of the following described property:

That part of the Southwest Quarter of Section 26, Township 115, Range 19, Dakota County, Minnesota, which lies southerly, southwesterly and westerly of the following described line:

Commencing at the southeast corner of the North 1400.00 feet of the Southeast Quarter of Section 27, Township 115, Range 19, thence North 89 degrees 42 minutes 19 seconds West, assumed bearing along the south line of the North 1400.00 feet of said Southeast Quarter, a distance of 1148.47 feet to the point of beginning of the line to be described; thence South 00 degrees 17 minutes 41 seconds West a distance of 70.03 feet; thence southeasterly 179.57 feet, along a tangential curve, concave to the northeast, having a central angle of 45 degrees 43 minutes 41 seconds and a radius of 225.00 feet; thence South 45 degrees 26 minutes 00 seconds East, tangent to last described curve, a distance of 153.20 feet; thence southeasterly 172.53 feet, along a tangential curve, concave to the northeast, having a central angle of 43 degrees 56 minutes 05 seconds and a radius of 225.00 feet; thence South 89 degrees 22 minutes 05 seconds East, tangent to last described curve, a distance of 507.80 feet; thence South 45 degrees 28 minutes 31 seconds East a distance of 927.41 feet; thence easterly 175.03 feet, along a tangential curve, concave to the northeast, having a central angle of 44 degrees 34 minutes 13 seconds and a radius of 225.00 feet; thence North 89 degrees 57 minutes 16 seconds East, tangent to last described curve, a distance of 647.03 feet; thence South 00 degrees 02 minutes 54 seconds East a distance of 125.00 feet to the south line of said Southwest Quarter and said line there terminating.

Said easement containing 5,000 square feet or 0.11478 acres, more or less.

Together with:

A 40.00 foot wide easement for right–of–way purposes, over, under and across of the following described property:

The North Half of Section 35, Township 115 North, Range 19 West, Dakota County, Minnesota.

Said easement is described as follows:

Commencing at the Northwest corner of said North Half of Section 35, thence North 89 degrees 57 minutes 16 seconds East, assumed bearing, along the north line of said North Half of Section 35, a distance of 1167.80 feet to the point of beginning of said easement to be described; thence South 00 degrees 02 minutes 54 seconds East, a distance of 300.00 feet; thence South 89 degrees 57 minutes 16 seconds West, a distance of 40.00 feet; thence North 00 degrees 02 minutes 54 seconds West, a distance of 300.00 feet to said north line of the North Half of Section 35; thence North 89 degrees 57 minutes 16 seconds East, along said north line of the North Half of Section 35, a distance of 40.00 feet to the point of beginning.

Said easement containing 12,000 square feet or 0.27548 acres, more or less.

RIGHT-OF-WAY EASEMENT EXHIBIT FOR:

Kimley Horn & Associates, Inc.

P.I.D. 34-02600-70-013 & 34-03500-01-011
SITE LOCATION: 1367 145th Street East
Rosemount, Minnesota 55068

Egan, Field & Nowak, Inc.
land surveyors since 1872

475 Old Highway 8 NW, Suite 200
New Brighton, Minnesota 55112
PHONE: (612) 466-3300
WWW.EFNSURVEY.COM

COPYRIGHT © 2023 By EGAN, FIELD & NOWAK, INC.

DRAWING NAME: 40289 ROW Ease Audrey 2023–11–20.dwg

SHEET 2 OF 2

EXCERPT FROM THE NOV. 28 PLANNING COMMISSION MEETING MINUTES

6. PUBLIC HEARINGS

b. Request by Jimnist, LLC., for Preliminary and Final Plat approval and PUD Final Site and Building Plan approval.

Senior Planner Nemcek presented the proposal by Jimnist LLC to build a data and technology campus on UMore property.

Commisioner Comments:
Chair Kenninger asked if the change to block 2 lot 1 into an outlet needed to be called out separately or not. Senior Planner Nemcek requested commissioners to add the outlot change to the first recommended action. Kenninger asked what the anticipated length of construction would be. Nemcek answered the anticipated construction length is three to five years per discussions between city staff and the applicant. Kenninger reiterated that the city is prepared to accommodate the expected water usage of the site. She also stated that the noise level is expected to be two to fifteen decibels below the maximum threshold for noise levels in a residential area. Commissioner Reed asked if most of the traffic would be going through the temporary signal light on Blaine Avenue via the temporary construction exit on the site. Nemcek stated that Dakota County is planning to put a traffic light there should the need necessitate such an installation down the line.

Commissioner Whitman asked if the project would have a public hearing before the City Council. Nemcek clarified that this item will not have a public hearing at the City Council as state law only requires one public hearing. Whitman asked if the AUAR is allowed by state law, to which Nemcek confirmed it is and is updated every five years. The 2023 update is currently in the process of being completed. Community Development Director Kienberger clarified that the city contracts with outside services to make sure the environmental review is in accordance with state law and city code. Whitman asked if all requirements are met, does the Planning Commission have to recommend approval. Nemcek deferred to the City Attorney, in which he stated that it is up to the Planning Commission to determine whether the proposal meets the established criteria. He clarified that the commissioners need to treat applicants all similarly and fairly, regardless of end user. City Administrator Logan clarified that there are other governmental organizations that handle discretionary concerns such as safety.

Commissioner Rivera asked if there is an agreement between the city and the company to have this facility established for a minimum time period in Rosemount. Community Development Director Kienberger answered no and that this is a private transaction, thus there is no contractual arrangement in regard to the length of time, end user, etc.

The public hearing was opened for comments.

Public Comments:
Trisha Sieh - 767 Eustice St St. Paul, MN - Kimley Horn & Associates
Sieh is staff for Kimley Horn & Associates and is present on behalf of the applicant. She clarified that the noise limit is determined by MN state statute by use, and that the noise level is below the lowest maximum threshold for residential properties, which is at 50 decibels---the anticipated noise level will be two to fifteen decibels below that threshold . Chair Kenninger asked for input on environmental

studies and contamination, to which Sieh deferred to the UMore representative, Krueger.

Leslie Krueger - 319 15th Ave SE Minneapolis - UMore Park Representative
Krueger is the UMore representative. She stated that there was no groundwater contamination found within the site, and that the soil contamination levels met residential soil standards via extensive studies by the University of Minnesota. There is contamination of soil south of the property, but none was found within this project's site.

Jake Andre - Xcel Energy Representative
Andre stated that Xcel's internal planning team spent months to ensure the solution for the proposed project is not detrimental to the surrounding community or region. He also noted that there are many checkpoints within regional, state, and federal agencies to oversee transmission connections. Andre stated electricity usage is not a concern for the proposed project, the cost is fully paid by the project team, and the upgrades will most likely increase the energy resilience for the surrounding community.

Karin Miller - 17985 Jacquard Path Lakeville, MN
Miller asked where the water and electricity supplying the campus would come from and if Rosemount residents would have their supply rationed or limited. Miller expressed concern about EMF radiation impacts on Rosemount residents, transparency, and involved parties pertaining to the project. Miller asked what data will be collected, how it will be used, and how privacy will be protected.

Chad Byersdorfer - 14345 Cimarron Ave W Rosemount, MN
Byersdorfer is a project manager at Flint Hills Resources, and asked why Project Bigfoot is allotted several variances regarding architectural requirements. He asked about long-term plans ten to twenty years out pertaining to energy usage. Byersdorfer commented that this project appears to be more of an industrial use versus business park use.

Allen Bartelt - 4042 151st St W Rosemount, MN
Bartelt recalled the contaminated soil growing up in Rosemount, and stated that the soil needs further studying and testing.

Sharon Brown - 4425 Summer Ct Eagan, MN
Brown expressed concern for further testing of the soil.

Marla Lindner - 15615 Eddy Creek Way Apple Valley, MN
Lindner expressed concern about soil contamination of heavy metals and EMF radiation impacts on human health. She had concerns regarding data and information privacy.

Michael Pekarik - 13572 Dellwood Way Rosemount, MN
Pekarik asked about other hypothetical options versus the project being proposed, and whether it would be approved. He expressed disapproval of the project and concerns about data privacy.

A five-minute recess was held at 8:35 pm. The meeting resumed at 8:40 pm.

Lorraine Ufken - 3454 Crumpet Path Rosemount, MN
Ufken asked for an example of another place in Dakota County that is structured and fenced like the proposed project. She stated there should be an independent study of the land because of pollution

issues and concerns. Ufken expressed disapproval of the project.

Kathy Pritchard - 15703 Crystal Path Rosemount, MN
Pritchard presented the findings of the ex-parte communications reports filed for the state of Minnesota. She didn't understand why the variances were needed or why there was a nondisclosure agreement for the project.

Julie Barner - 9836 Alaureate Ct Inver Grove Heights, MN
Barner sked who the data center would serve and expressed concern about 15-minute cities and neighborhoods, providing an analogy to Oxford, England.

Susan Ferrozzo - 1646 240th St W Farmington, MN
Ferrozzo asked if city staff and commissioners knew what 50 decibels sounds like. She also expressed concerns about community representation.

Kayla Hauser - 14569 Dahomey Ave W Rosemount, MN
On the record, Hauser stated "On October 12th, the Star Tribune reported that they would like to not only add to our community's development, but the PUC on Thursday unanimously accepted power agreements between Xcel Energy and Meta. The contract included a discounted rate and contributions from Meta to fund Xcel's diversity and equity inclusion program." She asked if Rosemount residents would get discounted rates from Xcel since a big corporation is getting a discounted rate. Hauser asked how this project would help the youth and the next generation. She expressed concern for soil pollution and asked what those steps are for reparation and mitigation in the case of natural disasters.

Erik Martin - 15702 Crystal Path Rosemount, MN
Martin stated that the project should not be approved just because it went through consultants who reviewed related documents, such as the AUAR. He expressed concern about air pollutant emissions, tax increases, and involved parties.

Todd Blackwood - 14146 Ailesbury Ave Rosemount, MN
Blackwood stated how Rosemount has a small-town feel, and that the project would take away from that. He personally addressed Commissioner Whitman about how this project would benefit the community and his family.

Raul Estrada - 8302 143rd St W Apple Valley, MN
Estrada stated that the UMore Park land has been in turmoil with the Dakota tribes in relation to legal ownership of the land. He said that the public hearing seems to be more of a courtesy, with everything decided already, with a lack of transparency. Estrada expressed concerns about the affordable housing that will accompany following the development of the project.

Kim Zottneck - 801 Golden Meadow Rd Eagan, MN
Zottneck asked why data centers are being built in the county, how the EMF radiation would impact human health, and stated that this project seems to be going forward regardless of what the public say.

Jennifer Timmerman - 13848 Belmont Trl Rosemount, MN
Timmerman stated she attended the open house and appreciated the city's effort in communicating with residents of Rosemount. She approved of the project and thought it would be a good extension by

the DCTC campus along highway 42.

Maria Petrinko - 2219 24th Ave S Minneapolis, MN
Petrinko stated that if the decision was already made before the people decide, they would receive a presentment from the grand jury for violating the trust of the people.

Jane Jensen - 16135 Gauntlet Ct W Lakeville, MN
Jensen asked where the city of Rosemount falls regarding the need for funding and if that is a deciding factor for the development of this site. She asked what say or right the city has in this transaction, what steps and legal options citizens could take in this process to have further discussion, and if there are bonuses for the University of Minnesota.

The public hearing was closed for comments.

Motion by Kenninger **Second by** Reed
Motion to close the public hearing
Ayes: 6.
Nays: None. Motion Carried.

Commissioner Comments:
Chair Kenninger asked for clarification on water supply, water usage, and the water tower. Senior Planner Nemcek deferred to Public Works Director Egger. Egger explained that the water system layout is within a chapter of the comprehensive plan, which is updated every ten years. This property was forecasted for the intense water usage required by the project, and a water tower was planned for that intersection already. The development would result in the platting necessary to dedicate the portion of land for a water tower. Egger clarified that the water usage was intended for business park land use and there would not be a well on that lot.

Chair Kenninger asked Senior Planner Nemcek to speak about the variances allowed for this project. Nemcek stated that the variances were allowed with further conditions set by city staff, and that they work with various property owners to conform to the city code on a case-by-case basis. Chair Kenninger asked what governing bodies oversee the validity of testing for things such as soil pollution. Nemcek answered that the remediation study of UMore Park was supervised under the Minnesota Pollution Control Agency (MNPCA). The property is to be developed on a small portion of UMore Park which has shown no pollution.

Chair Kenninger asked about the EMF radiation impacts as it correlates to the site. Xcel Energy representative Andre stated there was a third party consultant that executed the environmental assessment of UMore Park; the assessment and information about EMF radiation can be found attached to their permit approval earlier this year. Andre shared that the Public Utilities Commission (PUC) is the governing body appointed by the governor to protect the physical safety of residents, finding insufficient evidence of negative side effects on humans from the level of exposure per the project. The safety standards are adhered to and enforced on a federal level.

Chair Kenninger asked Senior Planner Nemcek and Community Development Director Kienberger how the planning process worked for this project compared to other projects and the timing of the project. Nemcek replied that the planning process for the proposed project is similar to other projects approved

and built in the past, such as the Home Depot distribution facility. Kienberger noted the articles published in the city newsletter that inform and provide information explaining the planning process, and why certain projects are confidential. Senior Planner Nemcek stated how the city follows Minnesota state statutes with regard to the timeline of approving a project, and that the project is consistent with other project timelines. City Administrator Martin verified that steps have been taken by city staff that go above and beyond engaging with the public than what is required and typical for other projects.

Chair Kenninger asked what the next steps are in the planning process for this project for public knowledge. Senior Planner Nemcek said the project will go to City Council at its next meeting, in which the action is the official approval to move forward with closing the ownership deal of the property and further permit applications. Commissioner Reed asked if there were back-up power plans. Kimley Horn Representative Sieh answered there are a few backup generators, in which no air permit by the state will most likely occur due to the insignificant number of generators. Sieh stated the other mechanical and cooling equipment is used within the buildings, as a dry cooling system, resulting in a lower water usage than expected.

Chair Kenninger asked for clarification between the project being intended as business park use and not industrial use. Senior Planner Nemcek stated that low buildings with physically internal operations and office space designate the project as business park use, and not for industrial use. Chair Kenninger asked what rights the city has pertaining to this proposed project. City Attorney Sathe stated it is the Planning Commission's role to compare this proposal to the standards that have been established by the City Council for this type of project as it pertains to land use standards.

Commissioner Whitman stated that it is not feasible for every response to be put in writing to the first speaker who requested it earlier in the audience input portion. Whitman asked if the City Council approves this project, is it going to be supported by written findings or include written findings? Senior Planner Nemcek clarified that written findings are typically used for a denial of an application and deferred to the City Attorney. City Attorney Sathe clarified that a finding would state that the project meets the established criteria and standards for approval, or whether it isn't for denial.

Chair Kenninger asked for clarification on affordable housing within the city. Senior Planner Nemcek answered that there are a few income-restricted housing in Rosemount, which is not Section 8 housing, but the majority of multi-tenant projects are market-rate housing.

Commissioner Whitman asked if the city has authority to impose a condition for renewable energy on this project. Senior Planner Nemcek answered that the city code does not have a requirement for that. Kimley Horn representative Sieh answered that the company has strong sustainable goals and the project will be offset by renewable energy in other areas. Commissioner Thiagarajan asked if the project is seeking any certification, such as LEED. Sieh answered that those are guidelines for the company for building, but they will not seek the current certification.

Commissioner Rivera asked what the protocol would be if the Planning Commission decided to put a pause on approving the project application. Senior Planner Nemcek answered that if more research into the project or studies needed to be done, then a motion to do so before final approval would be acted upon. Community Development Director Kienberger deferred to the City Attorney. City Attorney Sathe reiterated that the type of information gathered if there was a pause on approval, would have to be related to the authority making decisions the Planning Commission has pertaining to land use. Sathe

stated that there should be a particular item that is questionable to a commission member.

Commissioner Whitman pointed out that the latest AUAR will remain valid from its adoption date, which has passed. Whitman questioned the validity and reliability of the AUAR since the 2023 one is not yet adopted. Senior Planner Nemcek stated the 2023 AUAR is in process. Since the last update, the development has been consistent with the scenarios of the 2018 AUAR, and in the city staff's opinion, the 2018 AUAR is still valid. Nemcek noted that the AUAR already anticipated business park use in the northeast region of UMore Park, thus this project is consistent with the AUAR. Commissioner Reed asked if a condition could be put on as part of the approval of the project, requiring that the AUAR legal process is met before final approval. Nemcek said it could be added for AUAR review before approval, and if a condition was added, it would be put into the plat approval. Community Development Kienberger suggested the option to add verbiage of verification of the applicability of the current AUAR to this project, which is regularly done by other Planning Commissions and City Councils. Kienberger stated staff's recommendation to have conformance with the AUAR by the time City Council reviews the application. Chair Kenninger asked if the verification of the AUAR document could be done before the next City Council meeting. Kienberger said that cannot be answered right now, but it would be something City Council would have to consider in their approval of the project.

Motion by Kenninger **Second by** Reed

Motion to recommend the City Council approve the ROSEMOUNT TECHNOLOGY ADDITION preliminary and final plats subject to:

1. Approval of a subdivision agreement.
2. Payment of a fee in-lieu of park land dedication in the amount of $2,252,500.
3. Payment of all required development fees contained in the subdivision agreement.
4. The plat shall be updated to dedicate a drainage and utility easement over Wetland 471 and its associated buffer.
5. Conservation easements shall be dedicated over the two onsite wetlands and their buffer areas.
6. The plat shall be updated to rename Lot 1 Block 2 in the northwest corner of the plat as an outlet.
7. The applicability of the existing AUAR shall be verified before any action is taken by the Council.

Ayes: 6.
Nays: None. Motion Carried.

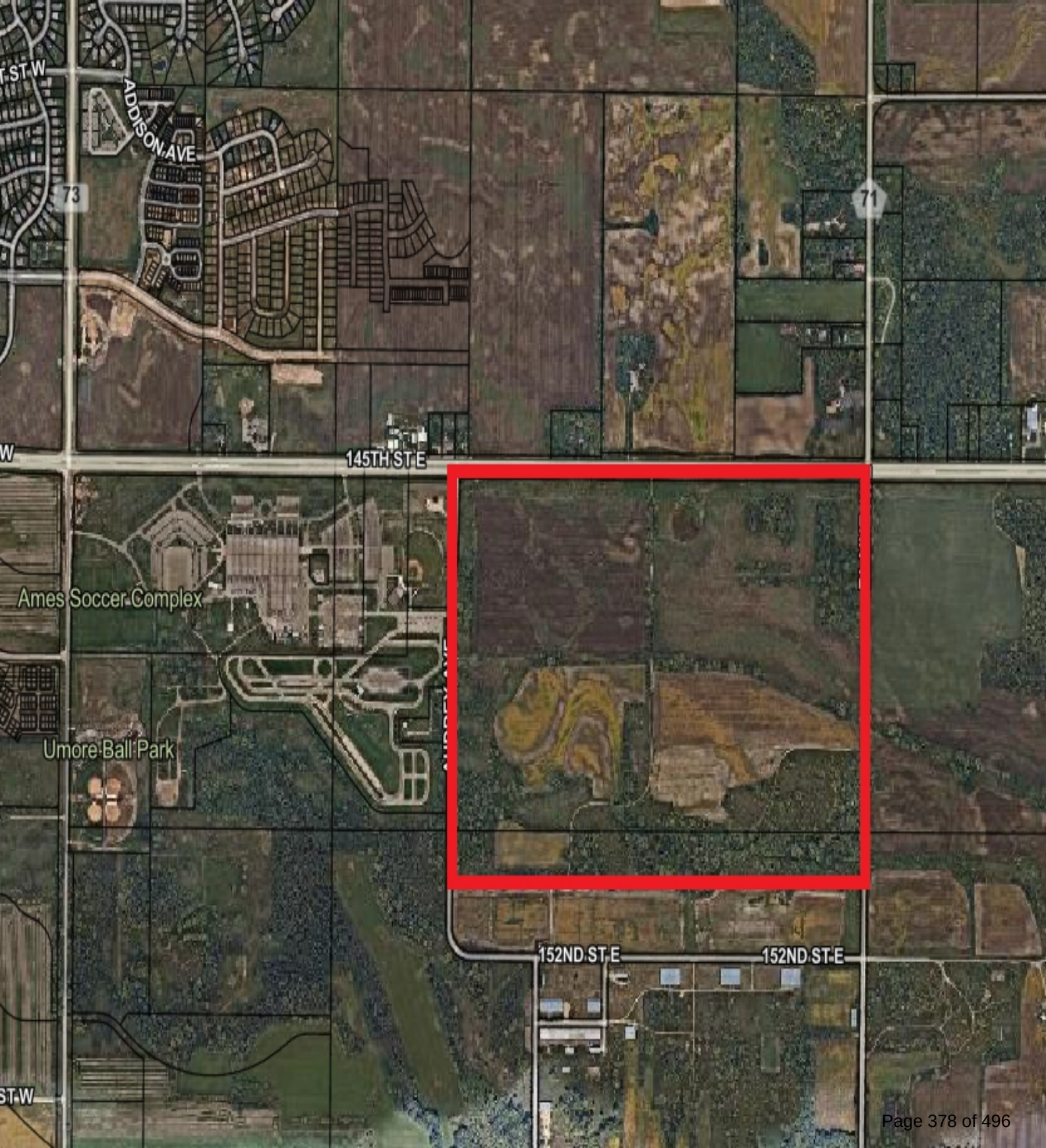
Motion by Kenninger **Second by** Reed

Motion to recommend the City Council approve the Final Site and Building Plan for the Project Bigfoot Planned Unit Development, subject to:

1. Approval of the ROSEMOUNT TECHNOLOGY ADDITION preliminary and final plats.
2. Submittal of a landscaping surety of $204,930, to be released following one year of survival.
3. Payment of $920,000 in-lieu of replacement trees.
4. Temporary parking and contractor lay down areas shall be restored and landscaped following construction.

5. The temporary construction access from County Road 42 shall be removed, and the right of way restored, following construction.
6. The landscape plan shall be updated to include a foundation planting schedule that meets the minimum requirements of the city code.
7. A sign permit application shall be submitted prior to the installation of any onsite signage.
8. Conformance with the requirements of the City Engineer contained within the memo dated November 22, 2023.
9. Conformance with the requirements of the Fire Marshal contained within the memo dated November 21, 2023.

Ayes: 6.
Nays: None. Motion Carried.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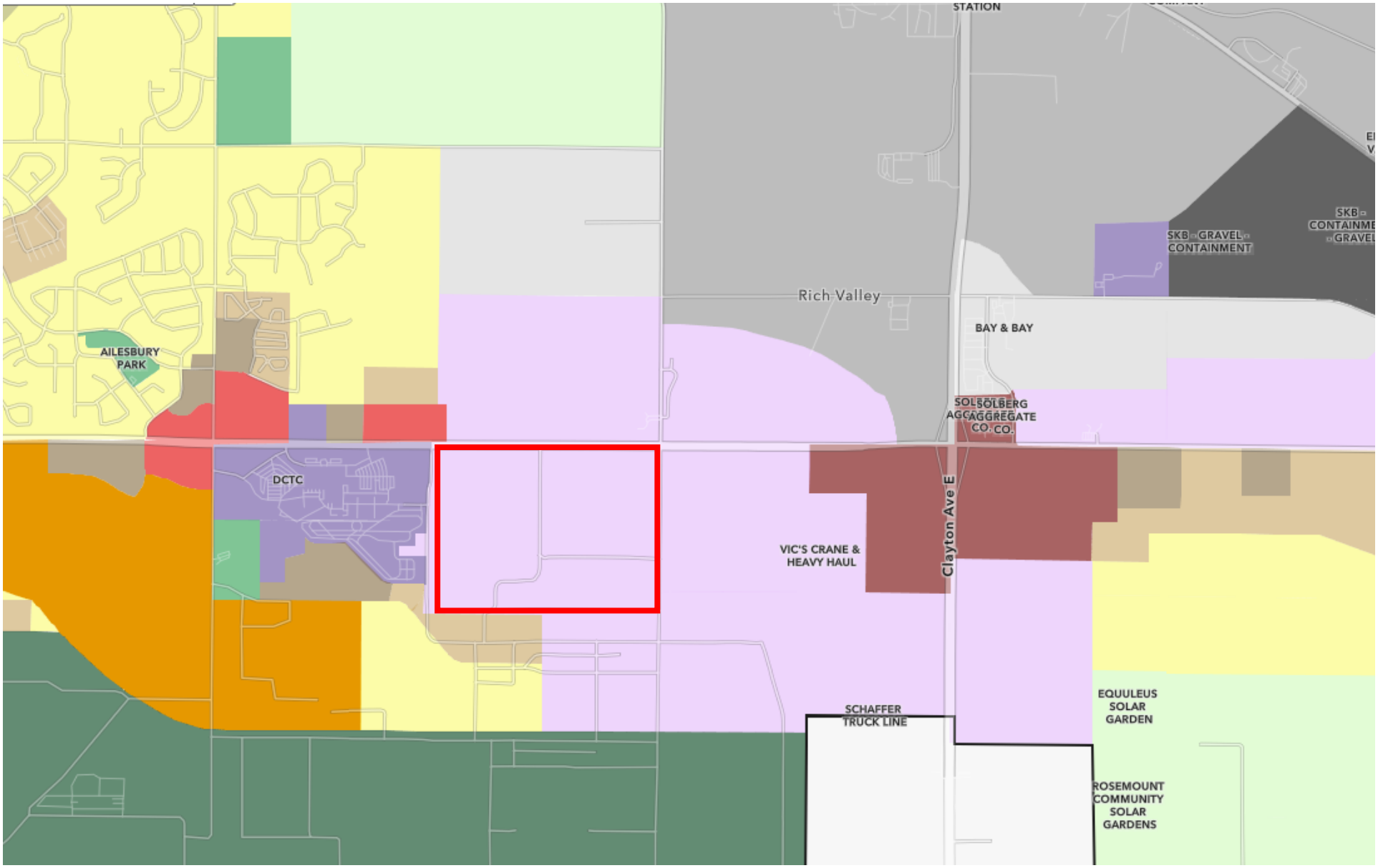
73
71
145TH ST E
Ames Soccer Complex
Umore Ball Park
152ND ST E
152ND ST E


STATION
SKB - GRAVEL CONTAINMENT
Rich Valley
BAY & BAY
AILESBURY PARK
SOLBERG AGGREGATE CO.
DCTC
Clayton Ave E
VIC'S CRANE & HEAVY HAUL
SCHAFFER TRUCK LINE
EQUULEUS SOLAR GARDEN
ROSEMOUNT COMMUNITY SOLAR GARDENS

ROSEMOUNT TECHNOLOGY ADDITION

KNOW ALL BY THESE PRESENTS: That JIMNIST LLC, a Delaware limited liability company, owner of the following described property:

That part of the South Half of Section 26 and the North Half of Section 35, Township 115 North, Range 19 West, Dakota County, Minnesota described as follows:

Beginning at the northeast corner of said South Half of Section 26; thence North 89 degrees 53 minutes 38 seconds West, assumed bearing, along the north line of said South Half of Section 26, a distance of 4571.81 feet to the east line of the West 730.00 feet of said South Half of Section 26, also being the east line of the West 730.00 feet of the Southwest Quarter of said Section 26; thence South 00 degrees 30 minutes 08 seconds West along said east line of the West 730.00 feet of the South Half of Section 26, a distance of 137.00 feet to the south line of the North 137.00 feet of said South Half of Section 26, also being the south line of the North 137.00 feet of said Southwest Quarter of Section 26; thence South 89 degrees 53 minutes 38 seconds East along said south line of the North 137.00 feet of the South Half of Section 26, a distance of 478.89 feet; thence South 01 degree 28 minutes 55 seconds West, distance of 538.40 feet; thence southerly 141.25 feet, along a tangential curve, concave to the west, having a central angle of 22 degrees 06 minutes 25 seconds and a radius of 366.07 feet; thence southerly 99.48 feet, along a reverse curve, concave to the east, having a central angle of 23 degrees 38 minutes 15 seconds and a radius of 241.12 feet; thence South 00 degrees 02 minutes 54 seconds East, tangent to last described curve, a distance of 2031.55 feet to the south line of the North 300.00 feet of said North Half of Section 35; thence North 89 degrees 57 minutes 16 seconds East, along said south line of the North 300.00 feet of the North Half of Section 35, a distance of 4130.41 feet to the east line of said North Half of Section 35; thence North 00 degrees 27 minutes 47 seconds East, along said east line of the North Half of Section 35, a distance of 300.01 feet to the northeast corner of said North Half of Section 35; thence North 00 degrees 31 minutes 30 seconds East, along the east line of said South Half of Section 26, a distance of 2629.74 feet to the point of beginning.

Has caused the same to be surveyed and platted as ROSEMOUNT TECHNOLOGY ADDITION, and does hereby dedicate to the public for public use the public ways created by this plat.

In witness whereof said JIMNIST LLC, a Delaware limited liability company, has caused these presents to be signed by its proper officer this

_____ day of _____, 20___.

Signed: JIMNIST LLC, a Delaware limited liability company,

By _____, _____ of JIMNIST LLC, a Delaware limited liability company.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____ , 20___, by _____, _____ of JIMNIST LLC, a Delaware limited liability company.

_____
Signature of Notary

_____
Printed Name of Notary

Notary Public _____ County, _____
My commission expires _____

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

Dated this _____, day of _____, 20___.

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

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____ , 20___, by Eric A. Roeser, Land Surveyor, Minnesota License No. 47476.

_____
Signature of Notary

_____
Printed Name of Notary

Notary Public _____ County, _____
My commission expires _____

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

This plat of ROSEMOUNT TECHNOLOGY ADDITION was approved and accepted by the City Council of the City of Rosemount, Minnesota at a regular meeting thereof held this _____ day of _____ , 20___, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____, Mayor By: _____, Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20___.

By: _____
Todd B. Tollefson
Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the **XXnd** day of **MONTH, YEAR**, the Board of Commissioners of Dakota County, Minnesota, approved this plat of ROSEMOUNT TECHNOLOGY ADDITION, and said plat is in compliance with the provisions of 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

By: _____ Attest: _____
Chair, County Board County Treasurer – Auditor

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

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year _____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____ , 20___.

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

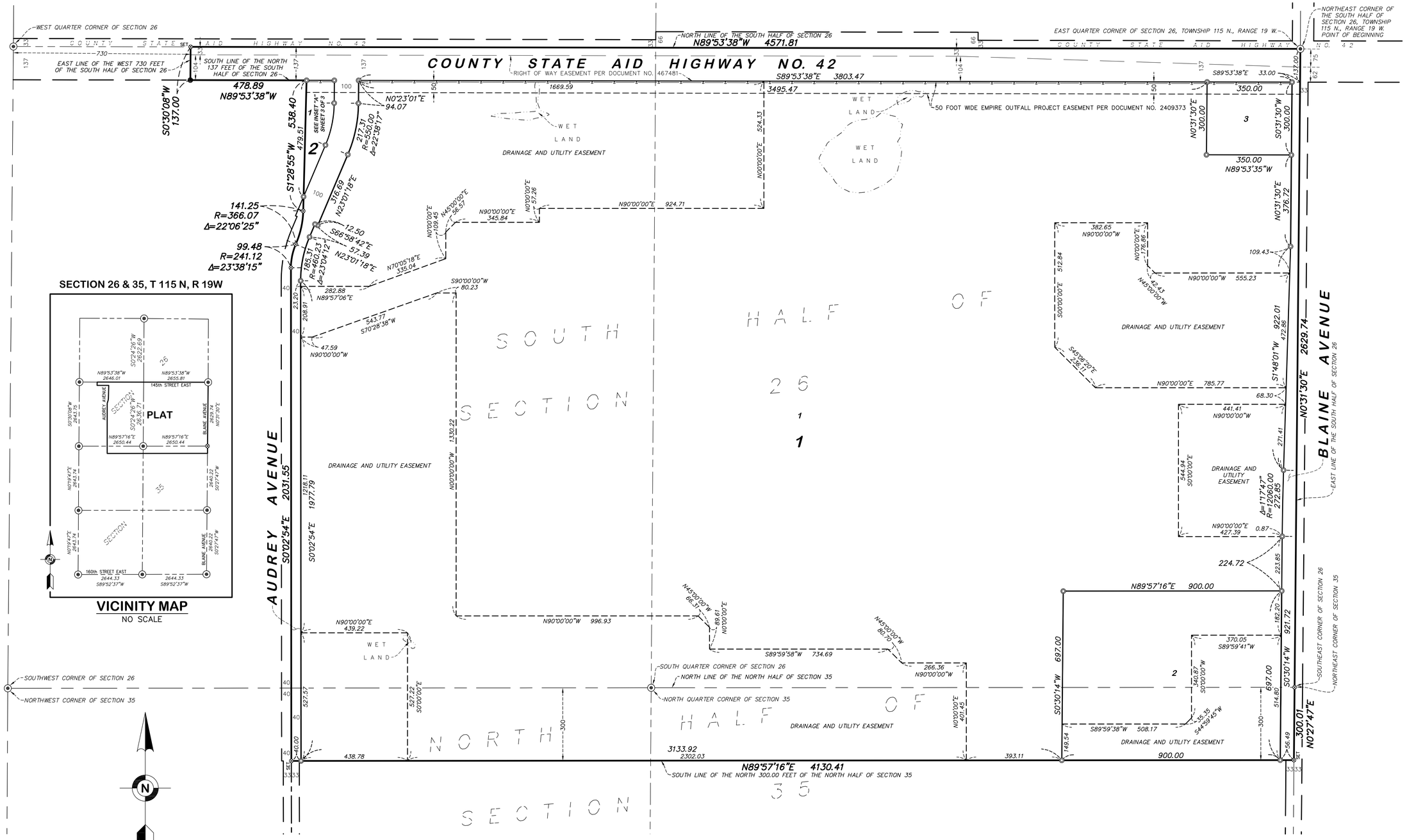
COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of ROSEMOUNT TECHNOLOGY ADDITION was filed in the office of the County Recorder for public record this _____ day of _____ , 202___, at _____ o'clock __. M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

By: _____
Amy A. Koethe, County Recorder

Egan, Field & Nowak, Inc.
land surveyors since 1872

ROSEMOUNT TECHNOLOGY ADDITION



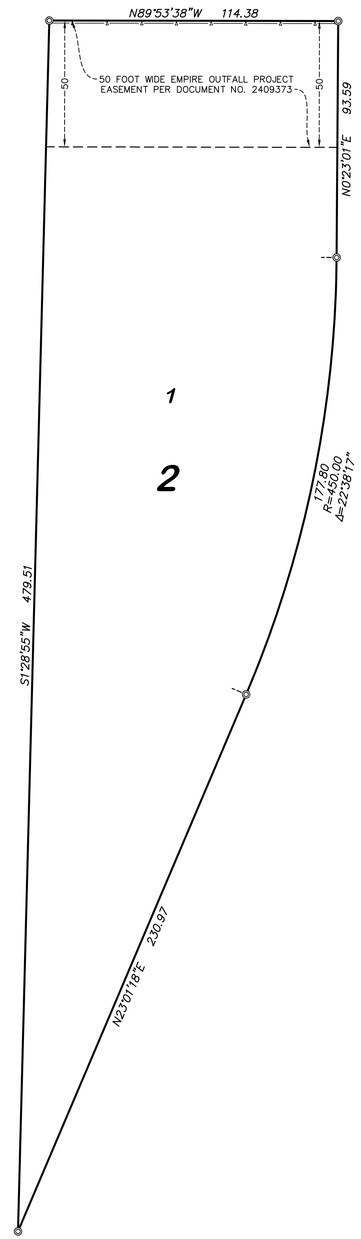
THE NORTH LINE OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 115 NORTH, RANGE 19 WEST, DAKOTA COUNTY, MINNESOTA IS ASSUMED TO BEAR N89°53'38"W

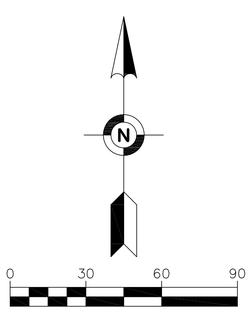
- DENOTES FOUND DAKOTA COUNTY CAST IRON MONUMENT
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES FOUND PK NAIL, UNLESS OTHERWISE NOTED
- DENOTES SET 5/8-INCH BY 14-INCH REBAR MARKED WITH LICENSE NUMBER 47476
- SET DENOTES SET PK NAIL
- DENOTES RESTRICTED ACCESS TO DAKOTA COUNTY PER THE DAKOTA COUNTY CONTIGUOUS PLAT ORDINANCE

Egan, Field & Nowak, Inc.
land surveyors since 1872

ROSEMOUNT TECHNOLOGY ADDITION

INSET "A"





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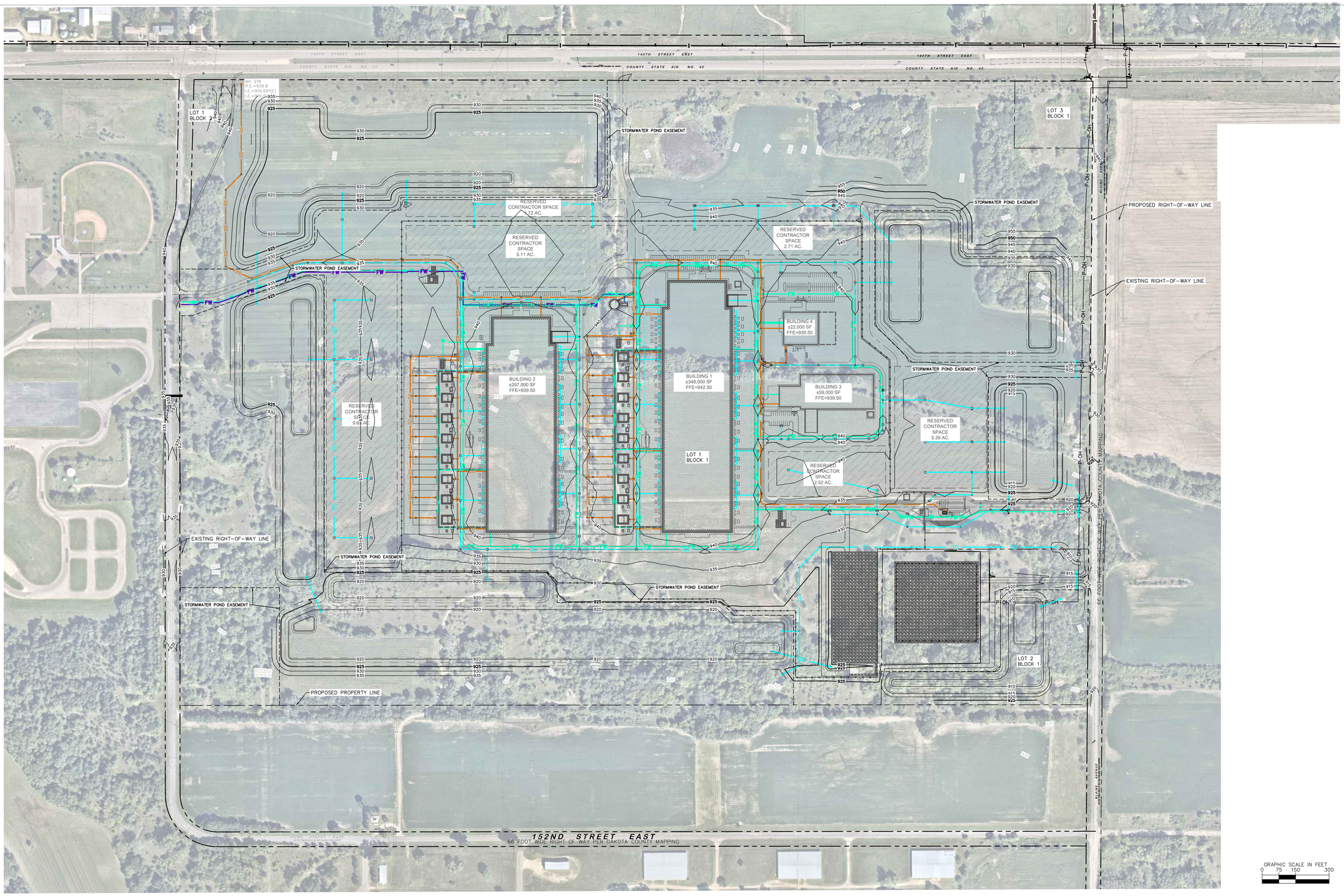
◎ DENOTES SET 5/8-INCH BY 14-INCH REBAR MARKED WITH LICENSE NUMBER 47476

—a— DENOTES RESTRICTED ACCESS TO DAKOTA COUNTY PER THE DAKOTA COUNTY CONTIGUOUS PLAT ORDINANCE

Egan, Field & Nowak, Inc.
land surveyors since 1872



GRAPHIC SCALE IN FEET
0 75 150 300

GENERAL NOTES

OWNER

REGENTS OF THE UNIVERSITY OF MINNESOTA
330 MORRILL HALL, 100 CHURCH ST. SE
MINNEAPOLIS, MN 55455

APPLICANT

TRISHA SIEH C/O JIMNIST LLC
11995 SINGLETREE LANE SUITE 225
EDEN PRAIRIE, MN 55344

CIVIL ENGINEER

KIMLEY-HORN & ASSOCIATES, INC
TRISHA SIEH, P.E.
11995 SINGLETREE LANE SUITE 225
EDEN PRAIRIE, MN 55344

SURVEYOR

EGAN, FIELD & NOWAK, INC.
ERIC ROESER
1229 TYLER STREET NE, SUITE 100
MINNEAPOLIS, MN 55413

EXISTING SUBJECT SITE LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTION 26 AND THE NORTH HALF OF SECTION 35, TOWNSHIP 115 NORTH, RANGE 19 WEST, DAKOTA COUNTY, MINNESOTA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF SECTION 26; THENCE NORTH 89 DEGREES 53 MINUTES 38 SECONDS WEST. ASSUMED BEARING, ALONG THE NORTH LINE OF SAID SOUTH HALF OF SECTION 26, A DISTANCE OF 4571.81 FEET TO THE EAST LINE OF THE WEST 730.00 FEET OF SAID SOUTH HALF OF SECTION 26, ALSO BEING THE EAST LINE OF THE WEST 730.00 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 00 DEGREES 30 MINUTES 08 SECONDS WEST ALONG SAID EAST LINE OF THE WEST 730.00 FEET OF THE SOUTH HALF OF SECTION 26, A DISTANCE OF 137.00 FEET TO THE SOUTH LINE OF THE NORTH 137.00 FEET OF SAID SOUTH HALF OF SECTION 26, ALSO BEING THE SOUTH LINE OF THE NORTH 137.00 FEET OF SAID SOUTHWEST QUARTER OF SECTION 26; THENCE SOUTH 89 DEGREES 53 MINUTES 38 SECONDS EAST ALONG SAID SOUTH LINE OF THE NORTH 137.00 FEET OF THE SOUTH HALF OF SECTION 26, A DISTANCE OF 478.89 FEET; THENCE SOUTH 01 DEGREE 28 MINUTES 55 SECONDS WEST, DISTANCE OF 538.40 FEET; THENCE SOUTHERLY 141.25 FEET, ALONG A TANGENTIAL CURVE, CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 22 DEGREES 06 MINUTES 25 SECONDS AND A RADIUS OF 366.07 FEET; THENCE SOUTHERLY 99.48 FEET, ALONG A REVERSE CURVE, CONCAVE TO THE EAST, HAVING A CENTRAL ANGLE OF 23 DEGREES 38 MINUTES 15 SECONDS AND A RADIUS OF 241.12 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 54 SECONDS EAST, TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 2031.55 FEET TO THE SOUTH LINE OF THE NORTH 300.00 FEET OF SAID NORTH HALF OF SECTION 35; THENCE NORTH 89 DEGREES 57 MINUTES 16 SECONDS EAST, ALONG SAID SOUTH LINE OF THE NORTH 300.00 FEET OF THE NORTH HALF OF SECTION 35, A DISTANCE OF 4130.41 FEET TO THE EAST LINE OF SAID NORTH HALF OF SECTION 35; THENCE NORTH 00 DEGREES 27 MINUTES 47 SECONDS EAST, ALONG SAID EAST LINE OF THE NORTH HALF OF SECTION 35, A DISTANCE OF 300.01 FEET TO THE NORTHEAST CORNER OF SAID NORTH HALF OF SECTION 35; THENCE NORTH 00 DEGREES 31 MINUTES 30 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTH HALF OF SECTION 26, A DISTANCE OF 2629.74 FEET TO THE POINT OF BEGINNING.

PROPOSED SUBJECT SITE LEGAL DESCRIPTION

LOT 1, 2, 3, BLOCK 1, UMORE PARK ADDITION. FURTHER DESCRIBED AS: THAT PART OF THE SOUTH HALF OF SECTION 26 AND THE NORTH HALF OF SECTION 35, TOWNSHIP 115 NORTH, RANGE 19 WEST, DAKOTA COUNTY, MINNESOTA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF SECTION 26; THENCE NORTH 89 DEGREES 53 MINUTES 38 SECONDS WEST, ASSUMED BEARING, ALONG THE NORTH LINE OF SAID SOUTH HALF OF SECTION 26, A DISTANCE OF 4571.81 FEET TO THE EAST LINE OF THE WEST 730.00 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 00 DEGREES 30 MINUTES 08 SECONDS WEST ALONG SAID EAST LINE OF THE WEST 730.00 FEET OF THE SOUTH HALF OF SECTION 26, A DISTANCE OF 137.00 FEET TO THE SOUTH LINE OF THE NORTH 137.00 FEET OF SAID SOUTH HALF OF SECTION 26, ALSO BEING THE SOUTH LINE OF THE NORTH 137.00 FEET OF SAID SOUTHWEST QUARTER OF SECTION 26; THENCE SOUTH 89 DEGREES 53 MINUTES 38 SECONDS EAST ALONG SAID SOUTH LINE OF THE NORTH 137.00 FEET OF THE SOUTH HALF OF SECTION 26, A DISTANCE OF 478.89 FEET; THENCE SOUTH 01 DEGREE 28 MINUTES 55 SECONDS WEST, DISTANCE OF 538.40 FEET; THENCE SOUTHERLY 141.25 FEET, ALONG A TANGENTIAL CURVE, CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 22 DEGREES 06 MINUTES 25 SECONDS AND A RADIUS OF 366.07 FEET; THENCE SOUTHERLY 99.48 FEET, ALONG A REVERSE CURVE, CONCAVE TO THE EAST, HAVING A CENTRAL ANGLE OF 23 DEGREES 38 MINUTES 15 SECONDS AND A RADIUS OF 241.12 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 54 SECONDS EAST, TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 2031.55 FEET TO THE SOUTH LINE OF THE NORTH 300.00 FEET OF SAID NORTH HALF OF SECTION 35, THENCE NORTH 89 DEGREES 57 MINUTES 16 SECONDS EAST, ALONG SAID SOUTH LINE OF THE NORTH 300.00 FEET OF THE NORTH HALF OF SECTION 35, A DISTANCE OF 4130.41 FEET TO THE EAST LINE OF SAID NORTH HALF OF SECTION 35; THENCE NORTH 00 DEGREES 27 MINUTES 47 SECONDS EAST, ALONG SAID EAST LINE OF THE NORTH HALF OF SECTION 35, A DISTANCE OF 300.01 FEET TO THE NORTHEAST CORNER OF SAID NORTH HALF OF SECTION 35; THENCE NORTH 00 DEGREES 31 MINUTES 30 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTH HALF OF SECTION 26, A DISTANCE OF 2629.74 FEET TO THE POINT OF BEGINNING.

PRELIMINARY PLAT DATA TABLE	
LOT 1, BLOCK 1	10,509,025 SF (± 241.25 AC)
LOT 2, BLOCK 1	627,271 SF (± 14.40 AC)
LOT 3, BLOCK 1	104,996 SF (± 2.14 AC)
LOT 1, BLOCK 2	38,235 SF (± 0.88 AC)
RIGHT OF WAY DEDICATION	278,793 SF (± 6.40 AC)
TOTAL AREA	11,558,320 SF (± 265.07 AC)

BUILDING DATA SUMMARY

AREAS	
PROPOSED PROPERTY	627,271 SF (± 14.40 AC)
BUILDING AREA	± 728,253 SF (11.7% OF TOTAL PROPERTY AREA)

PROPERTY SUMMARY

ZONING SUMMARY	
EXISTING ZONING	PLANNED-UNIT DEVELOPMENT
PROPOSED ZONING	PLANNED-UNIT DEVELOPMENT
PARKING SETBACKS	SIDE/REAR = 10' FRONT = 20'
BUILDING SETBACKS	FRONT = 30' SIDE = 10' REAR = 10'

SHEET LEGEND

EXISTING		PROPOSED	
	PROPERTY LINE		PROPERTY LINE
925	EXISTING CONTOUR	925	PROPOSED CONTOUR
	EASEMENT LINE		
	SETBACK LINE		
	SANITARY MANHOLE		GATE VALVE
	STORM MANHOLE		HYDRANT
	CATCH BASIN		REDUCER
	CULVERT		TEE
	GATE VALVE		SANITARY SEWER MANHOLE
	HYDRANT		SANITARY CLEANOUT
	GAS METER		
	ELECTRIC BOX		WATERMAIN
	UTILITY POLE	SS	SANITARY SEWER
	SIGN	SD	STORM SEWER
A	LIMITED ACCESS	ELC	UNDERGROUND ELECTRIC
S	SANITARY SEWER	COM	TELEPHONE
SS	STORM SEWER	GAS	GAS MAIN
W	WATERMAIN		
OHW	OVERHEAD WIRE		
TC	UNDERGROUND TELECOMMUNICATION		
E	UNDERGROUND ELECTRIC		
G	UNDERGROUND GAS		

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No.	Description	Date

SHEET REVISIONS

ENTITLEMENTS II PACKAGE	2023-10-31

PROJECT ISSUANCES

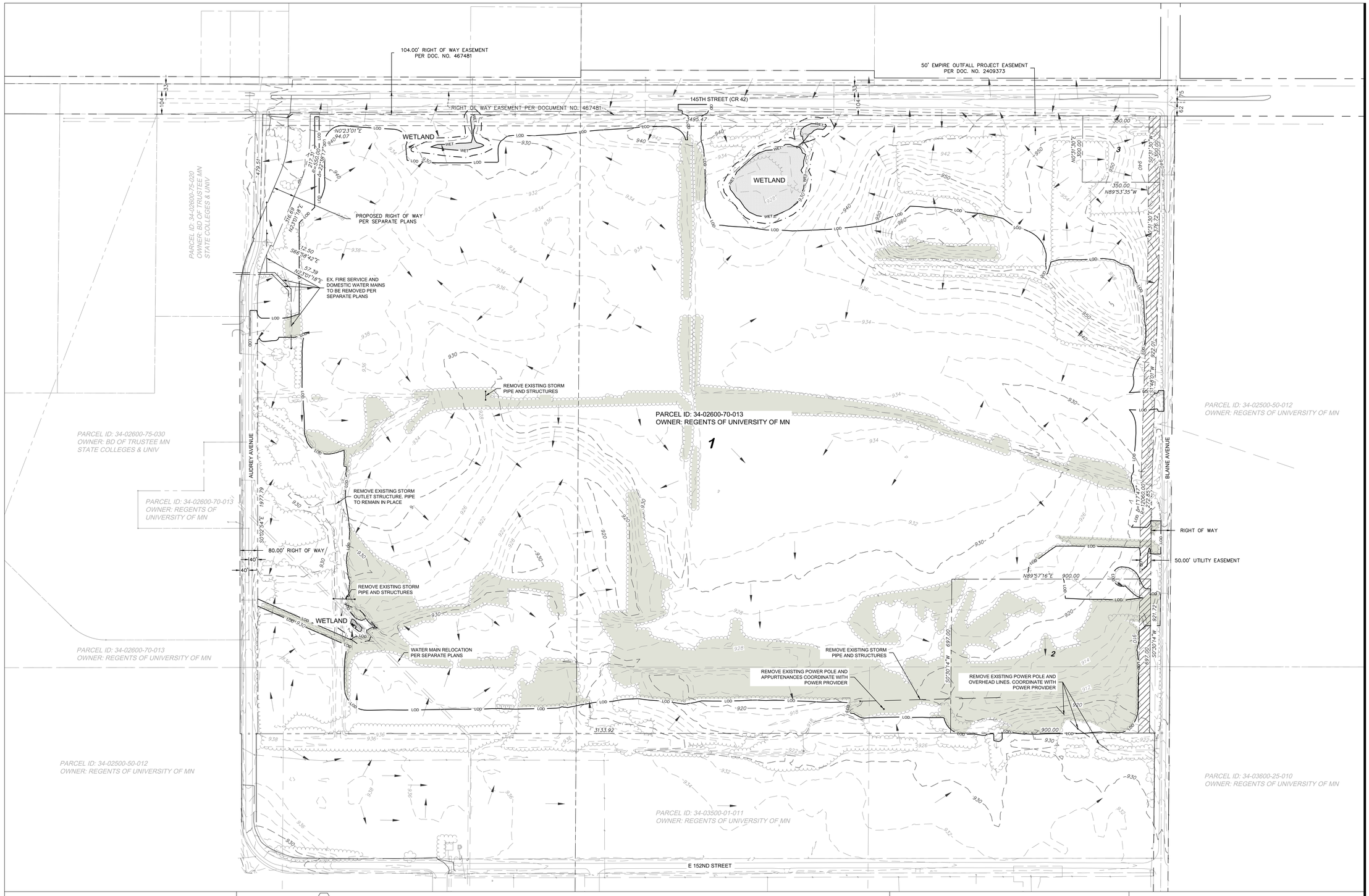
DRAFT NOT FOR CONSTRUCTION

PROJECT:

PROJECT BIGFOOT

PRELIMINARY PLAT

PROJECT NO: B22-01015
DATE: 2023-10-31
SCALE:
0' 75' 150' 300'
DWG. NO:
SHEET SIZE: E (36"x48")



GENERAL NOTES

CAUTION: EXISTING WETLANDS AND STREAM:

WET — CONTRACTOR SHALL NOT DISTURB ANY WETLAND OR STREAM CHANNEL AREAS.

SHEET NOTES

NOTE: NOT ALL SHEET NOTES BELOW MAY BE USED ON THIS SHEET

SHEET LEGEND

- PROPERTY LINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- SECTION LINE
- EXISTING FIBER
- EXISTING GAS LINE
- EXISTING POWER OVERHEAD
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATER
- WETLAND BUFFER LINE
- EXISTING TREE LINE
- EXISTING TREE LINE REMOVAL, REFERENCE TREE PRESERVATION PLAN
- EXISTING DRAINAGE FLOW

KEY PLAN

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No.	Description	Date

SHEET REVISIONS

ENTITLEMENT II PACKAGE	2023-10-31

PROJECT ISSUANCES

DRAFT NOT FOR CONSTRUCTION

PROJECT:

PROJECT BIGFOOT

DWG. TITLE

EXISTING CONDITIONS AND DEMOLITION PLAN

PROJECT NO: B22-01015
DATE: 2023-10-31
SCALE: 0' 75' 150' 300'
SHEET SIZE: E (36"x48")

DWG. NO: **C000.03**

XCEL ENERGY TRANSMISSION EASEMENT PLANTING DIAGRAM

GENERAL NOTES

CITY OF ROSEMOUNT 11-6-3: LANDSCAPING REQUIREMENTS:

PROPOSED ZONING:	BUSINESS PARK (BP)
LANDSCAPE AREA WITHIN AFFECTED PROPERTY OFFSET:	3,733,526 S.F.
LANDSCAPE AREA OUTSIDE OF STORMWATER BASIN:	3,069,494 S.F.
TREES REQUIRED (1 PER 3,000 S.F.):	1,024 TREES
TREES PROVIDED:	2,560" CALIPER
EXISTING RETAINED:	2,827 TREES
NEW PROPOSED:	17,049"
	1,834"

TREE REMOVAL CALCULATIONS:

BIGFOOT PROPERTY

TOTAL CALIPER INCHES OF SIGNIFICANT TREES:	19,361"
CALIPER INCHES ALLOWED FOR REMOVAL (25%):	4,840"
CALIPER INCHES OF SIGNIFICANT TREES REMOVED:	8,342"
CALIPER INCHES TO BE REPLACED (0.5" : 1"):	1,751"
TOTAL CALIPER INCHES OF HERITAGE TREES:	13,125"
CALIPER INCHES ALLOWED FOR REMOVAL (0%):	0"
CALIPER INCHES OF HERITAGE TREES REMOVED:	6,656"
CALIPER INCHES TO BE REPLACED (1" : 1"):	6,656"
CALIPER INCHES OF TREE REPLACEMENT REQUIRED:	8,407"
CALIPER INCHES OF TREE REPLACEMENT PROVIDED:	1,834"

XCEL SUBSTATION & ASSOCIATED EASEMENTS

TOTAL CALIPER INCHES OF SIGNIFICANT TREES:	2,799"
CALIPER INCHES ALLOWED FOR REMOVAL (25%):	700"
CALIPER INCHES OF SIGNIFICANT TREES REMOVED:	2,413"
CALIPER INCHES TO BE REPLACED (0.5" : 1"):	857"
TOTAL CALIPER INCHES OF HERITAGE TREES:	2,515"
CALIPER INCHES ALLOWED FOR REMOVAL (25%):	0"
CALIPER INCHES OF HERITAGE TREES REMOVED:	2,218"
CALIPER INCHES TO BE REPLACED (1" : 1"):	2,218"
CALIPER INCHES OF TREE REPLACEMENT REQUIRED:	3,075"
CALIPER INCHES OF TREE REPLACEMENT PROVIDED:	0"

PLANT LEGEND (ON SITE)

NOTES PER CITY OF ROSEMOUNT CODE OF ORDINANCES SECTION 11-6-3: LANDSCAPING REQUIREMENTS

1. ALL PLANTING MATERIALS SHALL BE DISEASE FREE AND ABLE TO SURVIVE IN ASSIGNED LOCATIONS IN A HEALTHY CONDITION WITH THE BENEFIT OF ONLY MINOR MAINTENANCE.
2. ALL STOCK TO BE PLANTED (SHADE AND FLOWERING TREES, DECIDUOUS SHRUBS, CONIFEROUS EVERGREENS, BROAD LEAF EVERGREENS, ROSES, VINES AND GROUND COVERS AND FRUIT TREES) MUST FOLLOW THE STANDARDS SET FORTH BY THE "AMERICAN STANDARDS FOR NURSERY STOCK" AS ADOPTED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
3. WHERE NATURAL MATERIALS SUCH AS TREES OR HEDGES ARE APPROVED IN LIEU OF REQUIRED SCREENING BY MEANS OF WALLS OR FENCES, THE DENSITY AND SPECIES OF SUCH PLANTINGS SHALL BE SUCH TO ACHIEVE NINETY PERCENT (90%) OPACITY YEAR ROUND. CONIFERS USED FOR SCREENING MUST MEET OVERSTORY PLANTING REQUIREMENTS.
4. CREDIT FOR THE RETENTION OF EXISTING TREES WHICH ARE OF ACCEPTABLE SPECIES, SIZE AND LOCATION MAY BE GIVEN TO SATISFY THE MINIMUM NUMBER OF REQUIREMENTS SET FORTH IN CITY OF ROSEMOUNT CODE OF ORDINANCES SECTION 11-6-3: LANDSCAPING REQUIREMENTS

SYMBOLS (NTS)	BOTANICAL NAME / COMMON NAME	CONTAINER CAL./HT	M. HT. / M. SPR.	QTY	REMARKS
EXISTING TREES (39%)	HERITAGE TREE SPECIES VARY		VARIES	36	SEE PLANT PRESERVATION PLAN
	SIGNIFICANT TREE (MASSING) SPECIES VARY		VARIES	135	SEE PLANT PRESERVATION PLAN
CONIFEROUS TREES (17%)	PICEA MARINA BLACK SPRUCE	6' HT MIN.	50' 30'	27	MINNESOTA NATIVE
	PINUS STROBUS WHITE PINE	6' HT MIN.	100' 80'	48	SIGNIFICANT TREE MINNESOTA NATIVE
DECIDUOUS TREES (44%)	BETULA NIGRA RIVER BIRCH	3" CAL MIN.	70' 50'	65	MINNESOTA NATIVE
	CARYA CORDIFORMIS BITTERNUT HICKORY	3" CAL MIN.	80' 50'	10	
	CARYA OVATA SHAGBARK HICKORY	3" CAL MIN.	90' 70'	18	MINNESOTA NATIVE
	CELTIS OCCIDENTAUS COMMON HACKBRRY	3" CAL MIN.	60' 60'	27	MINNESOTA NATIVE
	QUERCUS BICOLOR SWAMP WHITE OAK	3" CAL MIN.	60' 60'	67	MINNESOTA NATIVE
	QUERCUS RUBRA RED OAK	3" CAL MIN.	75' 65'	19	MINNESOTA NATIVE

TREES SHOWN AT THIS TIME ARE FOR SCHEMATIC DRAWING SUBMITTAL. ADDITIONAL TREES TO BE PROPOSED ON PERMIT DRAWINGS AFTER ADDITIONAL ASSESSMENT OF ONSITE UTILITY LOCATIONS AND CLEARANCES. FINAL TREE QUANTITIES AND CALCULATIONS WILL BE PROVIDED AT THAT TIME.

PLANT LEGEND (300' PROPERTY OFFSET)

SYMBOLS (NTS)	BOTANICAL NAME / COMMON NAME	CONTAINER CAL./HT	M. HT. / M. SPR.	QTY	REMARKS
EXISTING TREES (71%)	HERITAGE TREE SPECIES VARY		VARIES	176	SEE TREE PRESERVATION PLAN
	SIGNIFICANT TREE (MASSING) SPECIES VARY		VARIES	646	SEE TREE PRESERVATION PLAN
CONIFEROUS TREES (08%)	PICEA MARINA BLACK SPRUCE	6' HT MIN.	50' 30'	58	MINNESOTA NATIVE
	PINUS STROBUS WHITE PINE	6' HT MIN.	100' 80'	32	SIGNIFICANT TREE REPLACEMENT SPECIES
DECIDUOUS TREES (21%)	BETULA NIGRA RIVER BIRCH	3" CAL MIN.	70' 50'	99	MINNESOTA NATIVE
	CARYA OVATA SHAGBARK HICKORY	3" CAL MIN.	90' 70'	18	MINNESOTA NATIVE
	CELTIS OCCIDENTAUS COMMON HACKBRRY	3" CAL MIN.	60' 60'	16	MINNESOTA NATIVE
	QUERCUS BICOLOR SWAMP WHITE OAK	3" CAL MIN.	60' 60'	104	MINNESOTA NATIVE
	QUERCUS RUBRA RED OAK	3" CAL MIN.	75' 65'	10	MINNESOTA NATIVE
	TILIA AMERICANA 'DTR 123' LEGEND® AMERICAN LINDEN	3" CAL MIN.	100' 50'	3	MINNESOTA NATIVE

KEY PLAN

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No.	Description	Date

SHEET REVISIONS

ENTITLEMENT II PACKAGE	2023-10-31

PROJECT ISSUANCES

DRAFT NOT FOR CONSTRUCTION

PROJECT:

PROJECT BIGFOOT

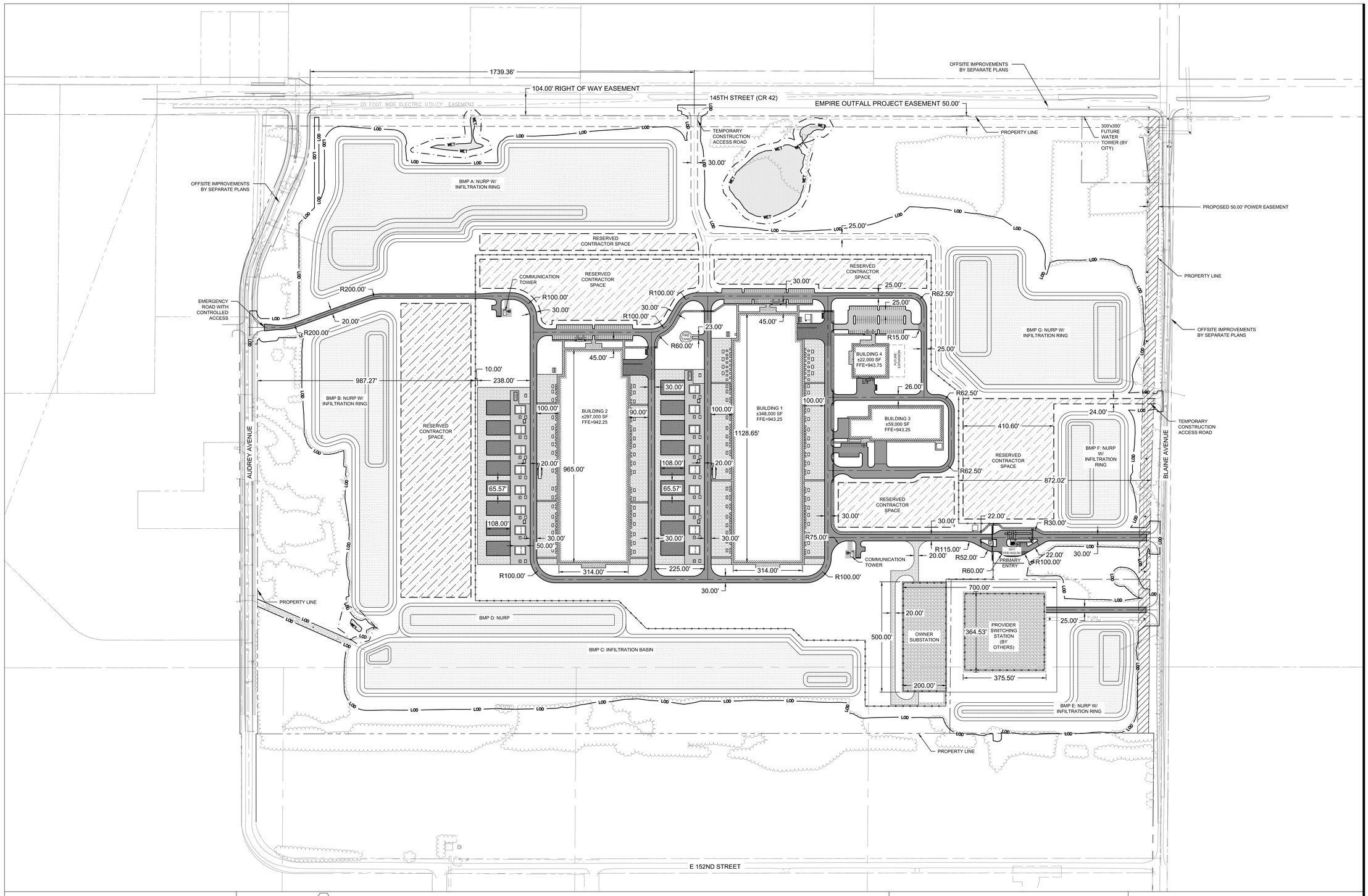
DWG. TITLE

OVERALL LANDSCAPE PLAN

PROJECT NO: B22-01015
DATE: 2023-10-31
SCALE:

DWG. NO:
L100.00

SHEET SIZE: E (36"x48")



GENERAL NOTES

1. LEGAL DESCRIPTION OF PROPERTY SHOWN IN OVERALL SITE PLAN
2. REFER TO SHEET C000.01 FOR NAME OF PERSON(S) THAT PREPARING PLAN INFORMATION
3. LOCATION AND USE SHOWN IN OVERALL SITE PLAN
4. REFER TO SHEET C000.03 FOR EXISTING TOPOGRAPHY
5. REFER TO SHEET C000.03 FOR EXISTING DRAINAGE PATTERN
6. REFER TO SHEET NOTES FOR DESCRIPTION OF SOILS
7. PER THE ARCHITECTURAL PLANS, BUILDING 1 AND 2 HEIGHTS ARE 27'-2".
8. QUANTITIES OF SURFACING MATERIALS SHOWN IN SHEET LEGEND
9. REFER TO SHEET C200.00 FOR GRADING PLAN
10. FOR LOCATION, SIZE, QUANTITY AND TYPE OF LANDSCAPE MATERIALS TO BE USED REFER TO SHEET L100.00
11. REFER TO SHEET C000.05 - C000.08 FOR TREE INVENTORY LIST.
12. AVAILABILITY AND ACCESS TO PUBLIC UTILITIES ARE NOTED ON EACH UTILITY SHEET. REFERENCE ACCORDINGLY.
13. WASTEWATER WILL FLOW INTO THE METROPOLITAN COUNCIL SEWER SYSTEM TO BE TREATED AND PROCESSED. REFER TO SHEET NOTES FOR WASTEWATER FLOWS
14. REFER TO SHEETS C200.00-C200.02 FOR EROSION CONTROL PLAN
15. FOR DESCRIPTION OF LOT LIGHTING OR EXTRAORDINARY ILLUMINATION PROJECTION FROM A STRUCTURE. REFER TO PHOTOMETRICS SHEET E100.00
16. REFERENCE FINAL PLAT (BY EFN) FOR PROPERTY METES AND BOUNDS. REFERENCE SITE PLAN TABLE FOR IMPREVIOUS AREA, PONDING EASEMENTS TO BE COORDINATED AFTER FINAL PLAT APPROVAL.
17. PROVIDER SUBSTATION SITE PLAN TO BE SUBMITTED BY THE PROVIDER AS A SEPARATE PACKAGE AT A FUTURE DATE

SHEET NOTES

NOTE: NOT ALL SHEET NOTES BELOW MAY BE USED ON THIS SHEET

1. ALL RADII ARE 5' IN PARKING LOTS AND 50' ON MAIN ROADS UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF THE BUILDINGS STRUCTURAL FOUNDATIONS DOOR STOOPS, TRUCK DOCKS AND EXACT UTILITY ENTRANCE LOCATIONS AND ELEVATIONS.
4. THE DESCRIPTION OF SOILS ARE IN THE FOLLOWING TABLE.

SOIL DESCRIPTION	
SURFACE MATERIAL	DEPTH
EXISTING FILL	~1-6 FEET
SURFICIAL SILT AND CLAY	~ 6-5 FEET
LOOSE SAND	~ 6.5-8 FEET
MEDIUM DENSE SAND	~ 6.5-8 FEET
LOWER SILT AND CLAY	~ 30-40 FEET

5. THE DESCRIPTION OF WASTEWATER FLOWS ARE IN THE FOLLOWING TABLE.

WASTEWATER		
FLOW TYPE	PEAK GPM	PEAK GPD
DOMESTIC	50	15,000
PROCESS	50	15,000
TOTAL REQUESTED FROM UTILITY	100	25,000

6. THE DESCRIPTION OF TOTAL BUILDINGS SF CALCS VS. TOTAL OUTDOOR MECHANICAL AND ELECTRICAL PADS SF CALCS ARE IN THE FOLLOWING TABLE.

TOTAL BUILDINGS SF CALCS VS. TOTAL OUTDOOR MECHANICAL AND ELECTRICAL PADS SF		
	BUILDING SF	MECHANICAL & ELECTRICAL SF
BUILDINGS	±727,627	±167,224

PARKING REQUIREMENTS	
REQUIRED:	364 STALLS (1 PER 2,000 SF. 727,627 SF TOTAL BUILDINGS REQUIRES 364 STALL)
PROVIDED:	293 STALLS
ACCESSIBLE PARKING	
REQUIRED:	8
PROVIDED:	15

LEGAL DESCRIPTION:
BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF SECTION 26; THENCE NORTH 89 DEGREES 53 MINUTES 38 SECONDS WEST, ASSUMED BEARING, ALONG THE NORTH LINE OF SAID SOUTH HALF OF SECTION 26, A DISTANCE OF 4571.81 FEET TO THE EAST LINE OF THE WEST 730.00 FEET OF SAID SOUTH HALF OF SECTION 26, ALSO BEING THE EAST LINE OF THE WEST 730.00 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 00 DEGREES 30 MINUTES 08 SECONDS WEST ALONG SAID EAST LINE OF THE WEST 730.00 FEET OF THE SOUTH HALF OF SECTION 26, A DISTANCE OF 137.00 FEET TO THE SOUTH LINE OF THE NORTH 137.00 FEET OF SAID SOUTH HALF OF SECTION 26, ALSO BEING THE SOUTH LINE OF THE NORTH 137.00 FEET OF SAID SOUTHWEST QUARTER OF SECTION 26; THENCE SOUTH 89 DEGREES 53 MINUTES 38 SECONDS EAST ALONG SAID SOUTH LINE OF THE NORTH 137.00 FEET OF THE SOUTH HALF OF SECTION 26, A DISTANCE OF 478.89 FEET; THENCE SOUTH 01 DEGREE 28 MINUTES 55 SECONDS WEST, DISTANCE OF 538.40 FEET; THENCE SOUTHERLY 141.25 FEET, ALONG A TANGENTIAL CURVE, CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 22 DEGREES 06 MINUTES 25 SECONDS AND A RADIUS OF 366.07 FEET; THENCE SOUTHERLY 99.48 FEET, ALONG A REVERSE CURVE, CONCAVE TO THE EAST, HAVING A CENTRAL ANGLE OF 23 DEGREES 38 MINUTES 15 SECONDS AND A RADIUS OF 241.12 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 54 SECONDS EAST, TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 2031.55 FEET TO THE SOUTH LINE OF THE NORTH 300.00 FEET OF SAID NORTH HALF OF SECTION 35; THENCE NORTH 89 DEGREES 57 MINUTES 16 SECONDS EAST, ALONG SAID SOUTH LINE OF THE NORTH 300.00 FEET OF THE NORTH HALF OF SECTION 35, A DISTANCE OF 4130.41 FEET TO THE EAST LINE OF SAID NORTH HALF OF SECTION 35; THENCE NORTH 00 DEGREES 27 MINUTES 47 SECONDS EAST, ALONG SAID EAST LINE OF THE NORTH HALF OF SECTION 35, A DISTANCE OF 300.01 FEET TO THE NORTHEAST CORNER OF SAID NORTH HALF OF SECTION 35; THENCE NORTH 00 DEGREES 31 MINUTES 30 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTH HALF OF SECTION 26, A DISTANCE OF 2629.74 FEET TO THE POINT OF BEGINNING.

SHEET LEGEND

- HEAVY DUTY ASPHALT CONCRETE (AREA: 418,383 SF)
- LIGHT DUTY ASPHALT CONCRETE (AREA: 173,114 SF)
- GRAVEL SURFACE (AREA: 455,702 SF)
- LIGHT DUTY CONCRETE PAVEMENT (AREA: 89,258 SF)
- HEAVY DUTY CONCRETE PAVEMENT (AREA: 27,474 SF)
- STANDARD DUTY CONCRETE PAVEMENT (AREA: 120,395 SF)
- STORMWATER BASIN (AREA: 2,596,880 SF)
- TEMPORARY CONSTRUCTION ROUTE (AREA: 73,454 SF)

CAUTION: EXISTING WETLANDS AND STREAM:

- WET — CONTRACTOR SHALL NOT DISTURB ANY WETLAND OR STREAM CHANNEL AREAS.

KEY PLAN

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No.	Description	Date

SHEET REVISIONS

ENTITLEMENT II PACKAGE	2023-10-31

PROJECT ISSUANCES

DRAFT NOT FOR CONSTRUCTION

PROJECT:

PROJECT BIGFOOT

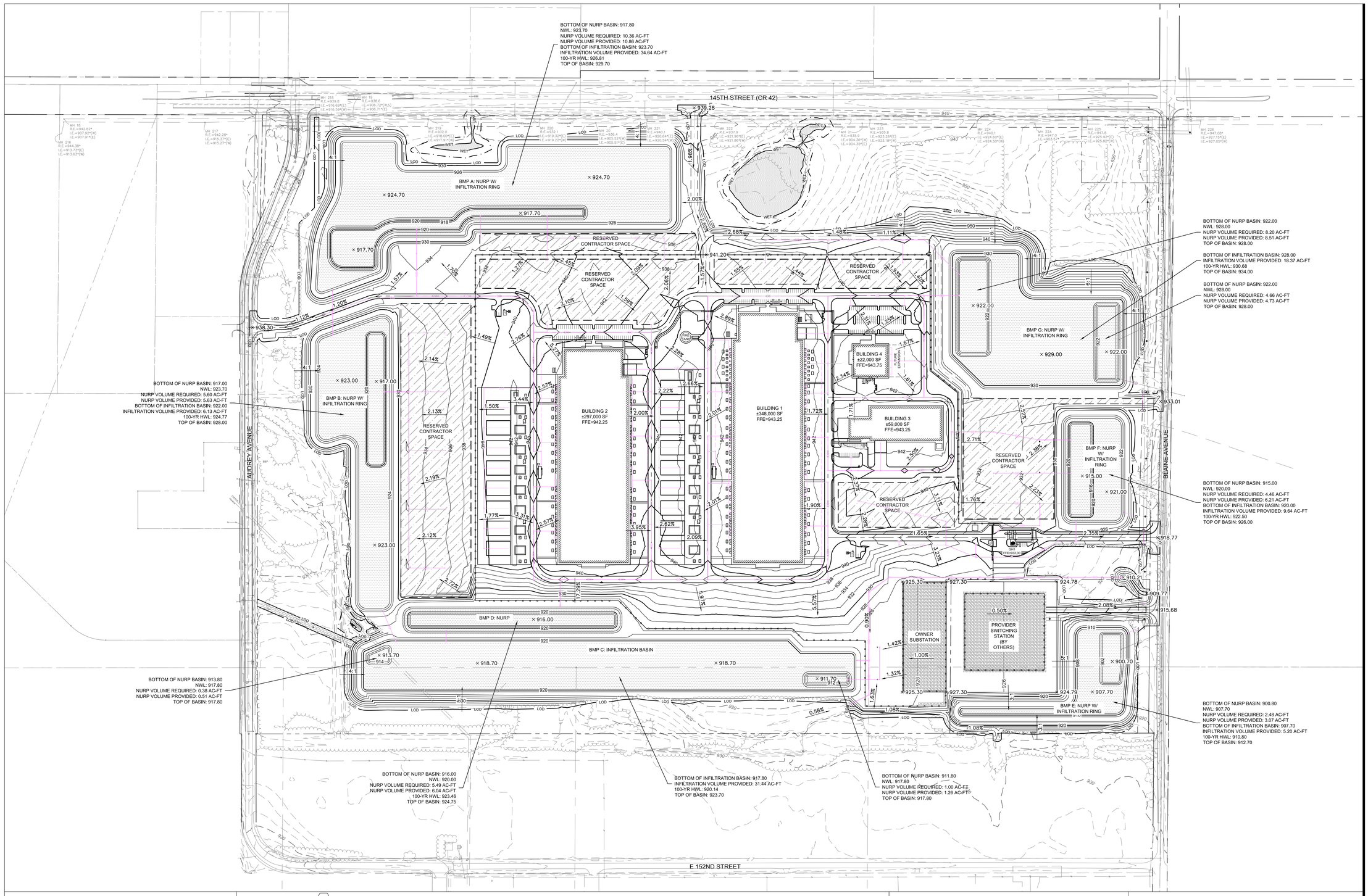
DWG. TITLE

OVERALL SITE PLAN

PROJECT NO: B22-01015
DATE: 2023-10-31
SCALE: 0' 75' 150' 300'

DWG. NO: **C100.00**

SHEET SIZE: E (36"x48")



GENERAL NOTES

1. CONTOURS REPRESENT TOP OF SLAB IN PAVED AREAS AND FINISHED GRADE IN NON-PAVED AREAS.
2. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS.
3. FINISHED GRADE ELEVATION AT BUILDING DOOR LOCATIONS SHALL MATCH FINISHED FLOOR ELEVATION.
4. CONTRACTOR SHALL REFERENCE AND FOLLOW THE REPORT OF GEOTECHNICAL EXPLORATION PREPARED BY TERRACON. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN A COPY, REVIEW, AND FOLLOW THE RECOMMENDATIONS OF THE FULL REPORT AND ALL ISSUED ADDENDA.

CAUTION: EXISTING WETLANDS AND STREAM:

WET — CONTRACTOR SHALL NOT DISTURB ANY WETLAND OR STREAM CHANNEL AREAS.

SHEET NOTES

NOTE: NOT ALL SHEET NOTES BELOW MAY BE USED ON THIS SHEET

GRADING INFORMATION TABLE

AREA	CONTOURS REPRESENT
STREETS / INTERNAL DRIVES	FINISHED GROUND (TOP OF SLAB)
PARKING LOT PAVED AREAS	FINISHED GROUND (TOP OF SLAB)
BUILDING AREAS	FINISHED GROUND (FINISHED FLOOR ELEV.)
DETENTION AREAS	FINISHED GROUND
ALL OTHER NON-PAVED / NON-BUILDING AREAS	FINISHED GROUND

*NOTE: AFTER COMPLETION AND APPROVAL OF MASS GRADING BY ENGINEER, ALL NON-HARDSCAPED AREAS SHALL RECEIVE 6" (MINIMUM) OF TOPSOIL FOR FINAL SEEDING AND STABILIZATION.

FILL PLACEMENT COMPACTION GUIDELINES

AREAS OF FILL PLACEMENT	COMPACTION RECOMMENDATION (ASTM D698 - STANDARD PROCTOR)	MOISTURE CONTENT (PERCENT OF OPTIMUM)
STRUCTURAL FILLS (ALL FILL AREAS)	98 %	-3 TO +3 PERCENT
FLOOR SLABS	95 %	-3 TO +3 PERCENT
UTILITY TRENCHES	95 %	-3 TO +3 PERCENT
RETAINING WALLS	98 %	-3 TO +3 PERCENT
ALL OTHER LOCATIONS	95 %	-3 TO +3 PERCENT
AREAS OF FILL PLACEMENT	**COMPACTION RECOMMENDATION (ASTM D1157 - MODIFIED PROCTOR)**	**MOISTURE CONTENT (PERCENT OF OPTIMUM)**
PAVEMENT	98 %	-3 TO +3 PERCENT

SHEET LEGEND

- PROPERTY LINE
- PROPOSED BUILDING OUTLINE
- XXXX — EXISTING MAJOR CONTOUR
- XXXX — EXISTING MINOR CONTOUR
- XXXX — PROPOSED MAJOR CONTOUR
- XXXX — PROPOSED MINOR CONTOUR
- 50 — PROPOSED STORM SEWER
- PROPOSED STORM/SANITARY MANHOLE
- STORMWATER BASIN

KEY PLAN

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No.	Description	Date

SHEET REVISIONS

ENTITLEMENT II PACKAGE	2023-10-31

PROJECT ISSUANCES

DRAFT NOT FOR CONSTRUCTION

PROJECT:

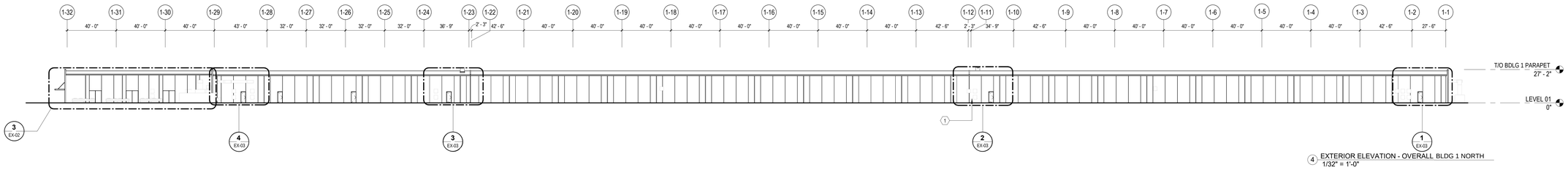
PROJECT BIGFOOT

DWG. TITLE

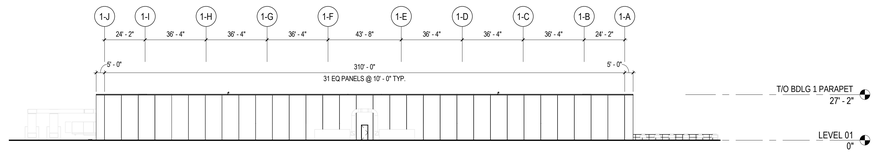
OVERALL GRADING PLAN

PROJECT NO: B22-01015
DATE: 2023-10-31
SCALE: 0' 75' 150' 300'
SHEET SIZE: E (36"x48")

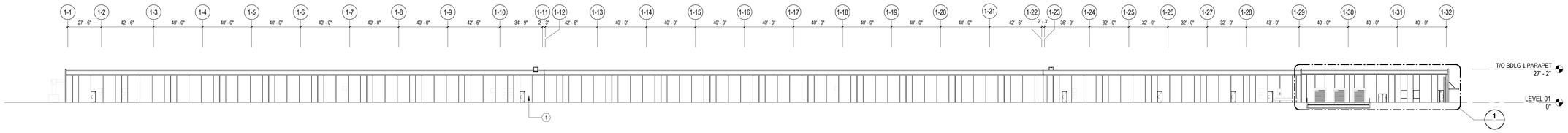
DWG. NO: **C200.00**



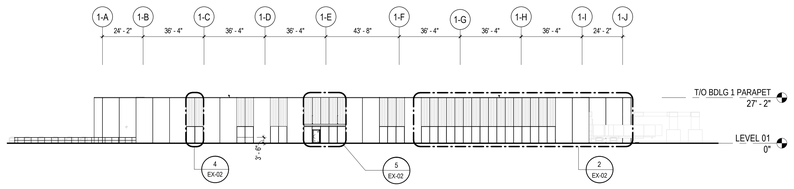
4 EXTERIOR ELEVATION - OVERALL BLDG 1 NORTH
1/32" = 1'-0"



3 EXTERIOR ELEVATION - OVERALL BLDG 1 WEST
1/32" = 1'-0"



2 EXTERIOR ELEVATION - OVERALL BLDG 1 SOUTH
1/32" = 1'-0"



1 EXTERIOR ELEVATION - OVERALL BLDG 1 EAST
1/32" = 1'-0"

GENERAL NOTES

1. EXTERIOR ELEVATIONS ARE SIMILAR BETWEEN BUILDINGS 1 AND 2. REFER TO FLOOR PLANS FOR ELEVATION TAGS.
2. REFER TO MECHANICAL DRAWINGS FOR LOUVER TYPES AND SIZES IN PRECAST PANELS.
3. PRECAST LOUVER ROUGH OPENINGS SHALL ACCOUNT FOR LOUVER SIZE PLUS 3/4" AT JAMB AND HEAD AND 2 1/4" AT THE SILL.
4. COORDINATE PRECAST OPENINGS & ROUGH-INS FOR ALL WALL MOUNTED ITEMS, INCLUDING BUT NOT LIMITED TO, LIGHT TO, LIGHT FIXTURES, SECURITY CAMERAS, ACCESS CONTROL, HOSE BIBS, CONDUIT PENETRATIONS, OVERFLOWS, ETC.
5. GC TO COORDINATE LOCATIONS OF PRECAST LEAVE-OUT PANELS WHERE REQUIRED FOR INSTALLATION OF ELECTRICAL SKIDS.
6. CONTRACTOR TO COORDINATE FINAL CABLE BUS PRECAST OPENING SIZES/LOCATIONS AND PRECAST PANEL JOINTS BASED ON APPROVED CABLE BUS VENDOR INFORMATION.

SHEET NOTES

NOTE: NOT ALL SHEET NOTES BELOW MAY BE USED ON THIS SHEET

1	COORDINATE FINAL ANTENNA LOCATION WITH SIDE SPECIFIC LAYOUT
2	PENETRATION FOR SUPPLY AIR DUCT, REFER TO MECHANICAL
3	PENETRATION FOR MULTI-TRADE RACK FACILITY WATER PIPES

EXTERIOR MATERIAL SCHEDULE

SYMBOL	MATERIAL DESCRIPTION	SPEC SECTION	MANUFACTURER	PRODUCT	PRODUCT INFORMATION FINISH	NOTES
AWF-1	GLAZED ALUMINUM STOREFRONT	08 41 13	KWANEER	IR 501 UT	STANDARD MFR COLOR SELECTION BY ARCHITECT	EXTERIOR STOREFRONT SYSTEM AND STOREFRONT DOORS
EEJ-1	EXTERIOR EXPANSION JOINT COVER ASSEMBLIES (DATA HALLS ONLY)	079013.16	BALCO	FCOWW-6-SAN	STANDARD MFR COLOR SELECTION BY ARCHITECT	
EPT-1	EXTERIOR PAINT	09 91 13	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	
GL-10	EXTERIOR GLAZING, LOW E-COATED, IGU	08 80 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS		EXTERIOR GLAZING
GL-11	EXTERIOR GLAZING, LOW E-COATED, IGU, SILK SCREENED	08 80 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS		
GL-12	EXTERIOR GLAZING, LOW IRON, FULLY TEMPERED, LAMINATED	08 80 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS		
IMP-1	FOAMED INSULATION-CORE METAL WALL PANELS	074213.19	CENTRIA	METAL WRAP MR-100	STANDARD MFR COLOR SELECTION BY ARCHITECT	
MC-1	METAL COPING	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL COPING
MDC-1	METAL DOWNSPOUT AND CONDUCTOR	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL DOWNSPOUT AND CONDUCTOR
MF-1	METAL FASCIA AND GRAVEL STOP	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL FASCIA AND GRAVEL STOP
MG-1	FORMED METAL GUTTERS	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL GUTTERS
MPF-1	FORMED METAL WALL PANELS	07 42 13.13	MORIN	CONCEALED Z-12	STANDARD MFR COLOR SELECTION BY ARCHITECT	SSB METAL WALL PANEL SOLID
MPF-2	FORMED METAL WALL PANELS	07 42 13.13	MORIN	CONCEALED Z-12 PERFORATED	STANDARD MFR COLOR SELECTION BY ARCHITECT	SSB METAL WALL PANEL PERFORATED
PCA-1	PRECAST ARCHITECTURAL CONCRETE	03 45 00	SEE SPECIFICATIONS	LIGHT ABRASIVE-BLAST FINISH	REGIONAL MATERIALS; COLOR CHOOSEN BY SAMPLE FOR ARCHITECT REVIEW	

olsson
2111 S 67th Street / Suite 200 / Omaha, NE 68106

No.	Description	Date

SHEET REVISIONS

ENTITLEMENT II PACKAGE	2023-10-31

PROJECT ISSUANCES

DRAFT NOT FOR CONSTRUCTION

PROJECT:

PROJECT BIGFOOT

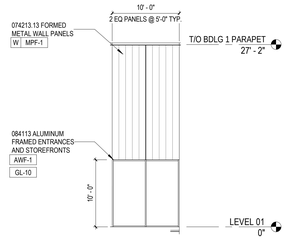
DWG. TITLE

EXTERIOR ELEVATIONS - BUILDING 1

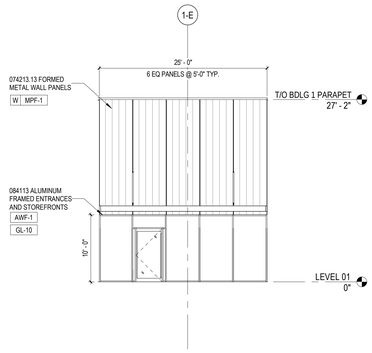
PROJECT NO: B22-01015
DATE: 2023-10-04
SCALE:

DWG. NO:
EX-01

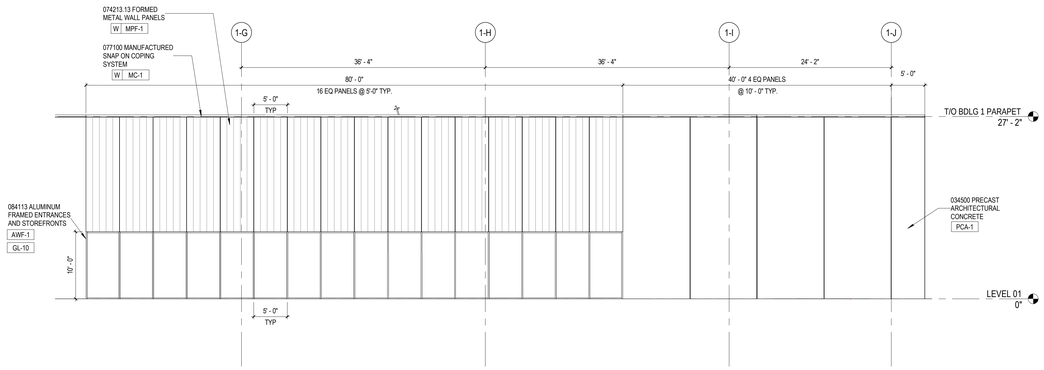
SHEET SIZE: E (36"x48")



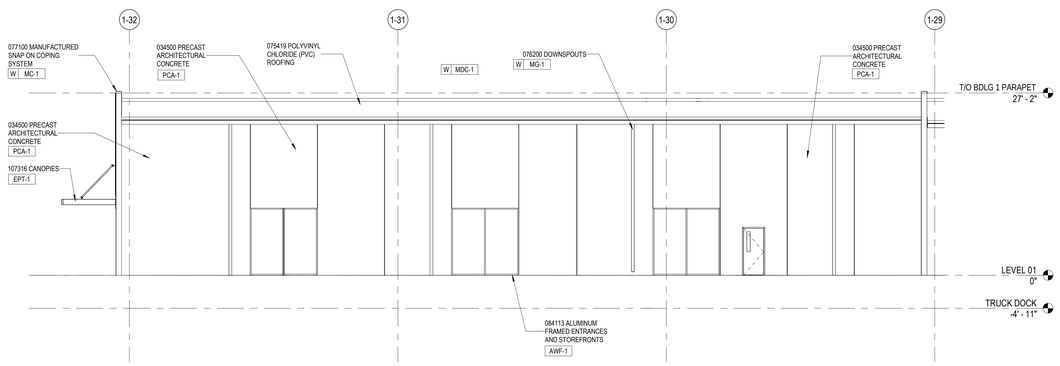
4 ENLARGED EXTERIOR ELEVATION - BUILDING 1 EAST 1
1/8" = 1'-0"



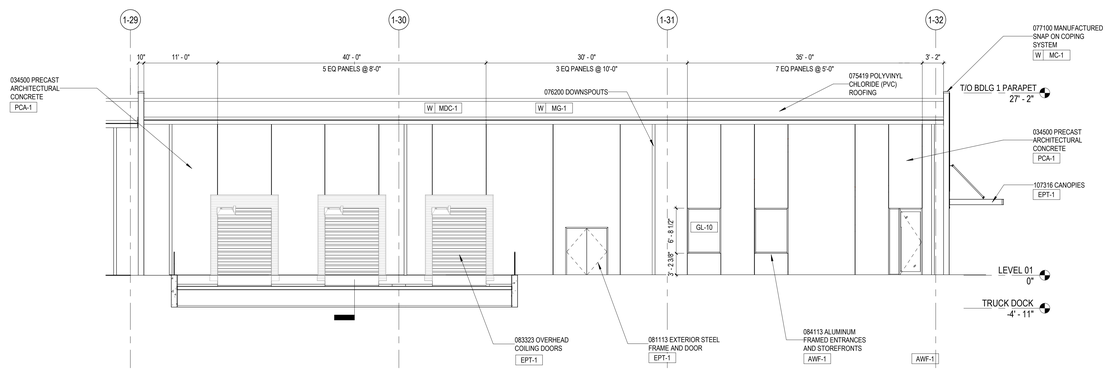
5 ENLARGED EXTERIOR ELEVATION - BUILDING 1 EAST 2
1/8" = 1'-0"



2 ENLARGED EXTERIOR ELEVATION - BUILDING 1 EAST 3
1/8" = 1'-0"



3 ENLARGED EXTERIOR ELEVATION - BUILDING 1 NORTH 1
1/8" = 1'-0"



1 ENLARGED EXTERIOR ELEVATION - BUILDING 1 SOUTH 1
1/8" = 1'-0"

GENERAL NOTES

1. EXTERIOR ELEVATIONS ARE SIMILAR BETWEEN BUILDINGS 1 AND 2. REFER TO FLOOR PLANS FOR ELEVATION TAGS.
2. REFER TO MECHANICAL DRAWINGS FOR LOUVER TYPES AND SIZES IN PRECAST PANELS.
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SHEET NOTES

NOTE: NOT ALL SHEET NOTES BELOW MAY BE USED ON THIS SHEET

1	COORDINATE FINAL ANTENNA LOCATION WITH SIDE SPECIFIC LAYOUT
2	PENETRATION FOR SUPPLY AIR DUCT, REFER TO MECHANICAL
3	PENETRATION FOR MULTI-TRADE RACK FACILITY WATER PIPES

EXTERIOR MATERIAL SCHEDULE

SYMBOL	MATERIAL DESCRIPTION	SPEC SECTION	MANUFACTURER	PRODUCT	PRODUCT INFORMATION FINISH	NOTES
AWF-1	GLAZED ALUMINUM STOREFRONT	08 41 13	KWANEER	IR 501 UT	STANDARD MFR COLOR SELECTION BY ARCHITECT	EXTERIOR STOREFRONT SYSTEM AND STOREFRONT DOORS
EEJ-1	EXTERIOR EXPANSION JOINT COVER ASSEMBLIES (DATA HALLS ONLY)	079513.16	BALCO	FCCWW-6-SAN	STANDARD MFR COLOR SELECTION BY ARCHITECT	
EPT-1	EXTERIOR PAINT	09 91 13	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	
GL-10	EXTERIOR GLAZING, LOW E-COATED, IGU	08 80 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS		EXTERIOR GLAZING
GL-11	EXTERIOR GLAZING, LOW E-COATED, IGU, SILK SCREENED	08 80 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS		
GL-12	EXTERIOR GLAZING, LOW IRON, FULLY TEMPERED, LAMINATED	08 80 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS		
IMP-1	FOAMED INSULATION-CORE METAL WALL PANELS	074213.19	CENTRIA	METAL WRAP MR-100	STANDARD MFR COLOR SELECTION BY ARCHITECT	
MC-1	METAL COPING	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL COPING
MDC-1	METAL DOWNSPOUT AND CONDUCTOR	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL DOWNSPOUT AND CONDUCTOR
MF-1	METAL FASCIA AND GRAVEL STOP	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL FASCIA AND GRAVEL STOP
MG-1	FORMED METAL GUTTERS	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL GUTTERS
MPF-1	FORMED METAL WALL PANELS	07 42 13.13	MORIN	CONCEALED Z-12	STANDARD MFR COLOR SELECTION BY ARCHITECT	SSB METAL WALL PANEL SOLID
MPF-2	FORMED METAL WALL PANELS	07 42 13.13	MORIN	CONCEALED Z-12 PERFORATED	STANDARD MFR COLOR SELECTION BY ARCHITECT	SSB METAL WALL PANEL PERFORATED
PCA-1	PRECAST ARCHITECTURAL CONCRETE	03 45 00	SEE SPECIFICATIONS	LIGHT ABRASIVE-BLAST FINISH	REGIONAL MATERIALS, COLOR CHOOSEN BY SAMPLE FOR ARCHITECT REVIEW	

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2111 S 67th Street / Suite 200 / Omaha, NE 68106

No.	Description	Date

SHEET REVISIONS

ENTITLEMENT II PACKAGE	2023-10-31

PROJECT ISSUANCES

DRAFT NOT FOR CONSTRUCTION

PROJECT:

PROJECT BIGFOOT

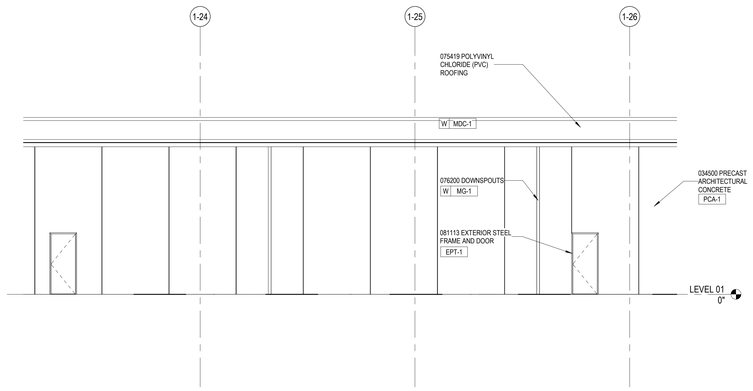
DWG. TITLE

ENLARGED EXTERIOR ELEVATIONS - BUILDING 1

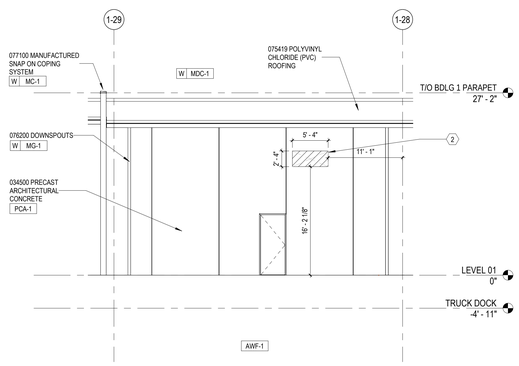
PROJECT NO: B22-01015
DATE: 2023-10-31
SCALE:

DWG. NO:
EX-02

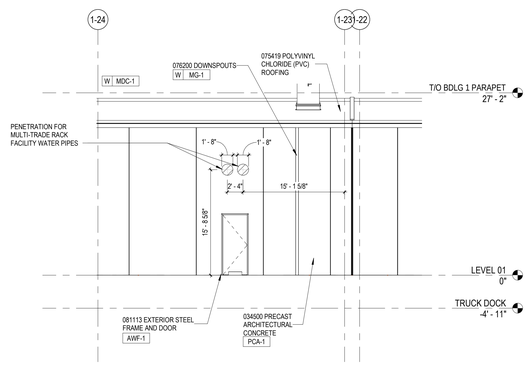
SHEET SIZE: E (36"x48")



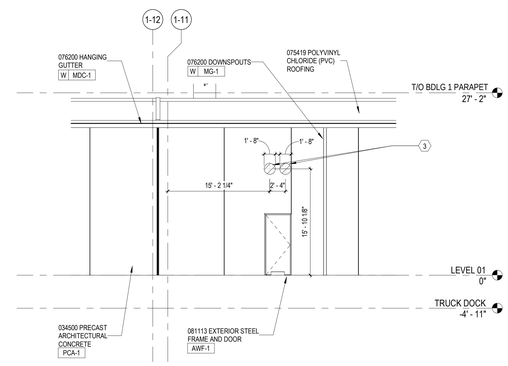
5 ENLARGED EXTERIOR ELEVATION - BUILDING 1 SOUTH 2
1/8" = 1'-0"



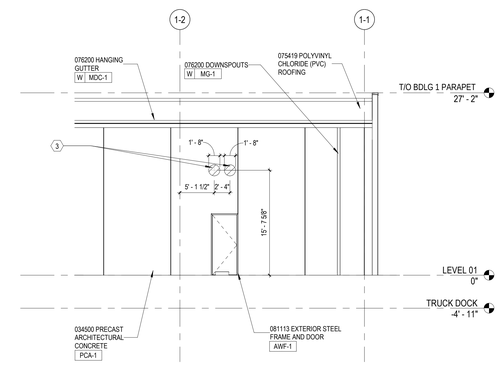
4 ENLARGED EXTERIOR ELEVATION - BUILDING 1 NORTH
1/8" = 1'-0"



3 EL-BUILDING 1- NORTH 3
1/8" = 1'-0"



2 ENLARGED EXTERIOR ELEVATION - BUILDING 1 NORTH
1/8" = 1'-0"



1 ENLARGED EXTERIOR ELEVATION - BUILDING 1 NORTH
1/8" = 1'-0"

GENERAL NOTES

1. EXTERIOR ELEVATIONS ARE SIMILAR BETWEEN BUILDINGS 1 AND 2. REFER TO FLOOR PLANS FOR ELEVATION TAGS.
2. REFER TO MECHANICAL DRAWINGS FOR LOUVER TYPES AND SIZES IN PRECAST PANELS.
3. PRECAST LOUVER ROUGH OPENINGS SHALL ACCOUNT FOR LOUVER SIZE PLUS 3/4" AT JAMB AND HEAD AND 2 1/4" AT THE SILL.
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SHEET NOTES

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2	PENETRATION FOR SUPPLY AIR DUCT. REFER TO MECHANICAL
3	PENETRATION FOR MULTI-TRADE RACK FACILITY WATER PIPES

EXTERIOR MATERIAL SCHEDULE

SYMBOL	MATERIAL DESCRIPTION	SPEC SECTION	MANUFACTURER	PRODUCT	PRODUCT INFORMATION FINISH	NOTES
AWF-1	GLAZED ALUMINUM STOREFRONT	08 41 13	KWANEER	IR 501 UT	STANDARD MFR COLOR SELECTION BY ARCHITECT	EXTERIOR STOREFRONT SYSTEM AND STOREFRONT DOORS
EEJ-1	EXTERIOR EXPANSION JOINT COVER ASSEMBLIES (DATA HALLS ONLY)	075913.16	BALCO	FCCWW-6-SAN	STANDARD MFR COLOR SELECTION BY ARCHITECT	
EPT-1	EXTERIOR PAINT	09 91 13	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	
GL-10	EXTERIOR GLAZING, LOW E-COATED, IGU	08 80 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS		EXTERIOR GLAZING
GL-11	EXTERIOR GLAZING, LOW E-COATED, IGU, SILK SCREENED	08 80 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS		
GL-12	EXTERIOR GLAZING, LOW IRON, FULLY TEMPERED, LAMINATED	08 80 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS		
IMP-1	FOAMED INSULATION-CORE METAL WALL PANELS	074213.19	CENTRIA	METAL WRAP MR-100	STANDARD MFR COLOR SELECTION BY ARCHITECT	
MC-1	METAL COPING	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL COPING
MDC-1	METAL DOWNSPOUT AND CONDUCTOR	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL DOWNSPOUT AND CONDUCTOR
MF-1	METAL FASCIA AND GRAVEL STOP	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL FASCIA AND GRAVEL STOP
MG-1	FORMED METAL GUTTERS	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL GUTTERS
MPF-1	FORMED METAL WALL PANELS	07 42 13.13	MORIN	CONCEALED Z-12	STANDARD MFR COLOR SELECTION BY ARCHITECT	SSB METAL WALL PANEL SOLID
MPF-2	FORMED METAL WALL PANELS	07 42 13.13	MORIN	CONCEALED Z-12 PERFORATED	STANDARD MFR COLOR SELECTION BY ARCHITECT	SSB METAL WALL PANEL PERFORATED
PCA-1	PRECAST ARCHITECTURAL CONCRETE	03 45 00	SEE SPECIFICATIONS	LIGHT ABRASIVE-BLAST FINISH	REGIONAL MATERIALS; COLOR CHOOSEN BY SAMPLE FOR ARCHITECT REVIEW	

olsson
2111 S 67th Street / Suite 200 / Omaha, NE 68106

No.	Description	Date

SHEET REVISIONS

ENTITLEMENT II PACKAGE	2023-10-31

PROJECT ISSUANCES

DRAFT NOT FOR CONSTRUCTION

PROJECT:

PROJECT BIGFOOT

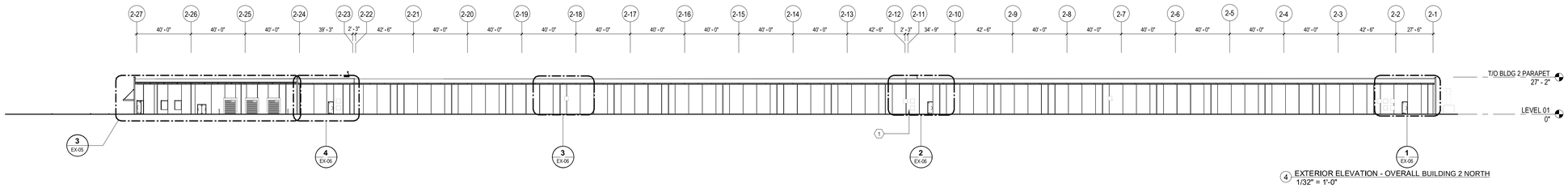
DWG. TITLE

ENLARGED EXTERIOR ELEVATIONS - BUILDING 1

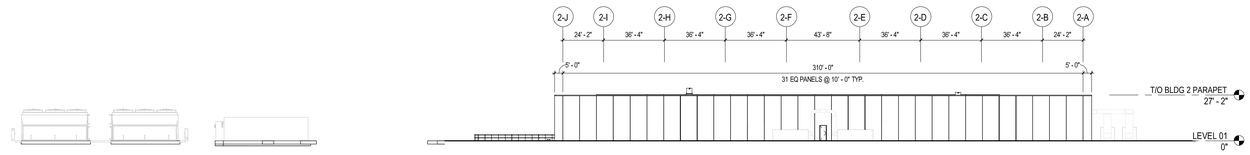
PROJECT NO: B22-01015
DATE: 2023-10-31
SCALE:

DWG. NO:
EX-03

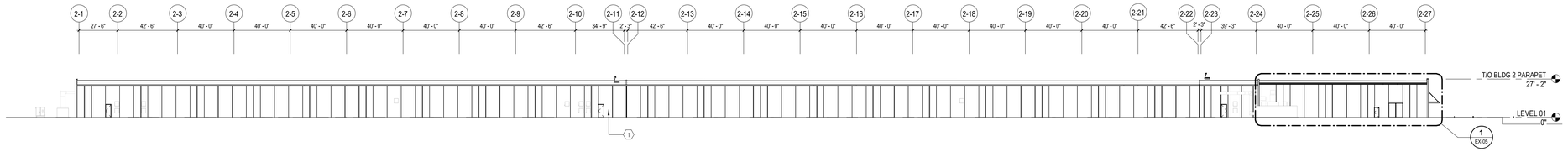
SHEET SIZE: E (36"x48")



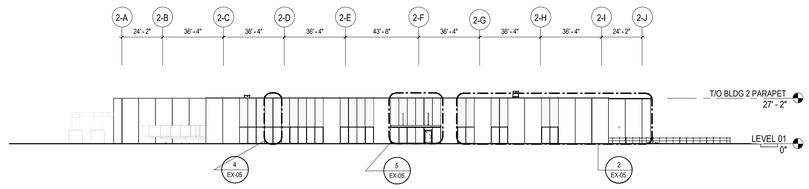
4 EXTERIOR ELEVATION - OVERALL BUILDING 2 NORTH
1/32" = 1'-0"



3 EXTERIOR ELEVATION - OVERALL BUILDING 2 WEST
1/32" = 1'-0"



2 EXTERIOR ELEVATION - OVERALL BUILDING 2 SOUTH
1/32" = 1'-0"



1 EXTERIOR ELEVATION - OVERALL BUILDING 2 EAST
1/32" = 1'-0"

GENERAL NOTES

1. EXTERIOR ELEVATIONS ARE SIMILAR BETWEEN BUILDINGS 1 AND 2. REFER TO FLOOR PLANS FOR ELEVATION TAGS.
2. REFER TO MECHANICAL DRAWINGS FOR LOUVER TYPES AND SIZES IN PRECAST PANELS.
3. PRECAST LOUVER ROUGH OPENINGS SHALL ACCOUNT FOR LOUVER SIZE PLUS 3/4" AT JAMB AND HEAD AND 2 1/4" AT THE SILL.
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SHEET NOTES

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EXTERIOR MATERIAL SCHEDULE

SYMBOL	MATERIAL DESCRIPTION	SPEC SECTION	MANUFACTURER	PRODUCT	PRODUCT INFORMATION FINISH	NOTES
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EEJ-1	EXTERIOR EXPANSION JOINT COVER ASSEMBLIES (DATA HALLS ONLY)	079513.16	BALCO	FCZWW-6-SAN	STANDARD MFR COLOR SELECTION BY ARCHITECT	
EPT-1	EXTERIOR PAINT	09 91 13	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	
GL-10	EXTERIOR GLAZING, LOW E-COATED, IGU	08 80 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS		EXTERIOR GLAZING
GL-11	EXTERIOR GLAZING, LOW E-COATED, IGU, SILK SCREENED	08 80 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS		
GL-12	EXTERIOR GLAZING, LOW IRON, FULLY TEMPERED, LAMINATED	08 80 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS		
IMP-1	FOAMED INSULATION-CORE METAL WALL PANELS	074213.19	CENTRIA	METAL WRAP MR-100	STANDARD MFR COLOR SELECTION BY ARCHITECT	
MC-1	METAL COPING	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL COPING
MDC-1	METAL DOWNSPOUT AND CONDUCTOR	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL DOWNSPOUT AND CONDUCTOR
MF-1	METAL FASCIA AND GRAVEL STOP	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL FASCIA AND GRAVEL STOP
MG-1	FORMED METAL GUTTERS	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL GUTTERS
MP-1	FORMED METAL WALL PANELS	07 42 13.13	MORIN	CONCEALED Z-12	STANDARD MFR COLOR SELECTION BY ARCHITECT	SSB METAL WALL PANEL SOLID
MPF-2	FORMED METAL WALL PANELS	07 42 13.13	MORIN	CONCEALED Z-12 PERFORATED	STANDARD MFR COLOR SELECTION BY ARCHITECT	SSB METAL WALL PANEL PERFORATED
PCA-1	PRECAST ARCHITECTURAL CONCRETE	034500	SEE SPECIFICATIONS	LIGHT ABRASIVE-BLAST FINISH	STANDARD MFR COLOR SELECTION BY ARCHITECT	

olsson
2111 S 67th Street / Suite 200 / Omaha, NE 68106

No.	Description	Date

SHEET REVISIONS

ENTITLEMENT II PACKAGE	2023-10-31

PROJECT ISSUANCES

DRAFT NOT FOR CONSTRUCTION

PROJECT:

PROJECT BIGFOOT

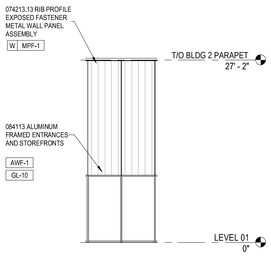
DWG. TITLE

EXTERIOR ELEVATIONS - BUILDING 2

PROJECT NO: B22-01015
DATE: 2023-10-31
SCALE:

DWG. NO: **EX-04**

SHEET SIZE: E (36"x48")



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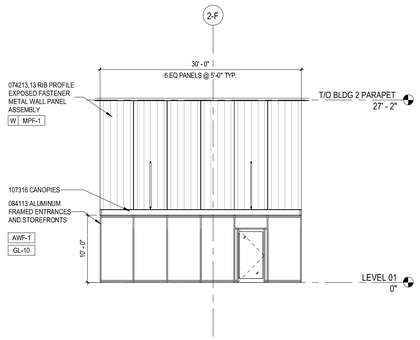
1/8" = 1'-0"



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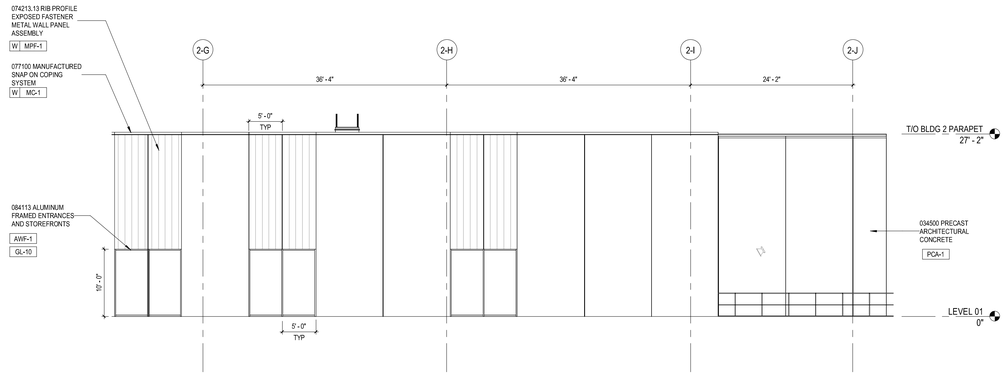
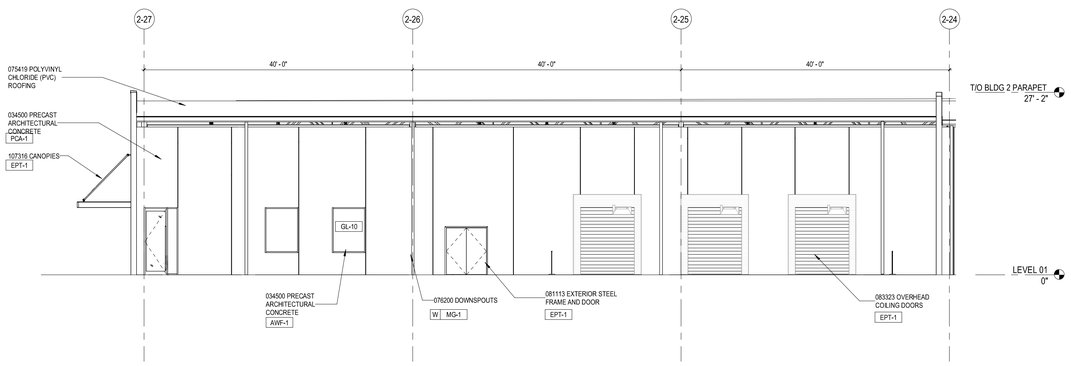
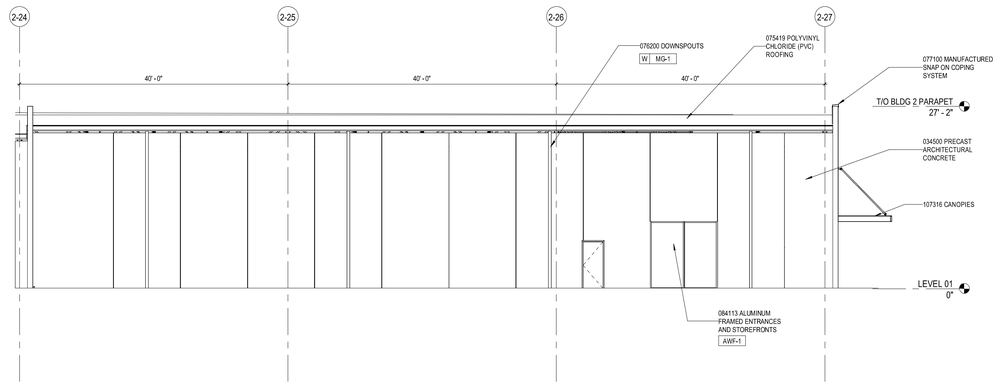
1/8" = 1'-0"



2 ENLARGED EXTERIOR ELEVATION - BUILDING 2 EAST 3
1/8" = 1'-0"



3 ENLARGED EXTERIOR ELEVATION - BUILDING 2 NORTH
1/8" = 1'-0"



1 ENLARGED EXTERIOR ELEVATION - BUILDING 2 SOUTH 1
1/8" = 1'-0"

GENERAL NOTES

1. EXTERIOR ELEVATIONS ARE SIMILAR BETWEEN BUILDINGS 1 AND 2. REFER TO FLOOR PLANS FOR ELEVATION TAGS.
2. REFER TO MECHANICAL DRAWINGS FOR LOUVER TYPES AND SIZES IN PRECAST PANELS.
3. PRECAST LOUVER ROUGH OPENINGS SHALL ACCOUNT FOR LOUVER SIZE PLUS 3/4" AT JAMB AND HEAD AND 2 1/4" AT THE SILL.
4. COORDINATE PRECAST OPENINGS & ROUGH-INS FOR ALL WALL MOUNTED ITEMS, INCLUDING BUT NOT LIMITED TO, LIGHT TO, LIGHT FIXTURES, SECURITY CAMERAS, ACCESS CONTROL, HOSE BIBS, CONDUIT PENETRATIONS, OVERFLOWS, ETC.
5. GC TO COORDINATE LOCATIONS OF PRECAST LEAVE-OUT PANELS WHERE REQUIRED FOR INSTALLATION OF ELECTRICAL SKIDS.
6. CONTRACTOR TO COORDINATE FINAL CABLE BUS PRECAST OPENING SIZES/LOCATIONS AND PRECAST PANEL JOINTS BASED ON APPROVED CABLE BUS VENDOR INFORMATION.

SHEET NOTES

NOTE: NOT ALL SHEET NOTES BELOW MAY BE USED ON THIS SHEET

1	COORDINATE FINAL ANTENNA LOCATION WITH SIDE SPECIFIC LAYOUT
2	PENETRATION FOR SUPPLY AIR DUCT, REFER TO MECHANICAL
3	PENETRATION FOR MULTI-TRADE RACK FACILITY WATER PIPES

EXTERIOR MATERIAL SCHEDULE

SYMBOL	MATERIAL DESCRIPTION	SPEC SECTION	MANUFACTURER	PRODUCT	PRODUCT INFORMATION FINISH	NOTES
AWF-1	GLAZED ALUMINUM STOREFRONT	08 41 13	KWANEER	R 501 UT	STANDARD MFR COLOR SELECTION BY ARCHITECT	EXTERIOR STOREFRONT SYSTEM AND STOREFRONT DOORS
EEJ-1	EXTERIOR EXPANSION JOINT COVER ASSEMBLIES (DATA HALLS ONLY)	079513.16	BALCO	FCOWW-6-SAW	STANDARD MFR COLOR SELECTION BY ARCHITECT	
EPT-1	EXTERIOR PAINT	09 91 13	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	
GL-10	EXTERIOR GLAZING, LOW E-COATED, IGU	08 80 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS		EXTERIOR GLAZING
GL-11	EXTERIOR GLAZING, LOW E-COATED, IGU, SILK SCREENED	08 80 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS		
GL-12	EXTERIOR GLAZING, LOW IRON, FULLY TEMPERED, LAMINATED	08 80 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS		
IMP-1	FOAMED INSULATION-CORE METAL WALL PANELS	074213.19	CENTRIA	METAL WRAP MR-100	STANDARD MFR COLOR SELECTION BY ARCHITECT	
MC-1	METAL COPING	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL COPING
MDC-1	METAL DOWNSPOUT AND CONDUCTOR	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL DOWNSPOUT AND CONDUCTOR
MF-1	METAL FASCIA AND GRAVEL STOP	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL FASCIA AND GRAVEL STOP
MG-1	FORMED METAL GUTTERS	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL GUTTERS
MPF-1	FORMED METAL WALL PANELS	07 42 13.13	MORIN	CONCEALED Z-12	STANDARD MFR COLOR SELECTION BY ARCHITECT	SSB METAL WALL PANEL SOLID
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No.	Description	Date

SHEET REVISIONS

ENTITLEMENT II PACKAGE	2023-10-31

PROJECT ISSUANCES

DRAFT NOT FOR CONSTRUCTION

PROJECT:

PROJECT BIGFOOT

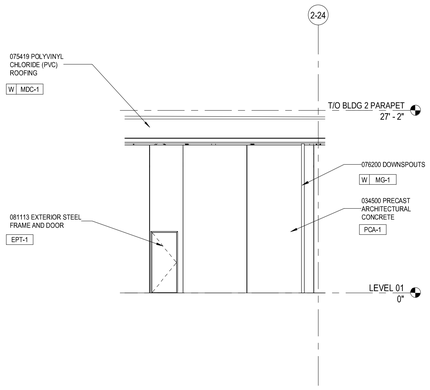
DWG. TITLE

ENLARGED EXTERIOR ELEVATIONS - BUILDING 2

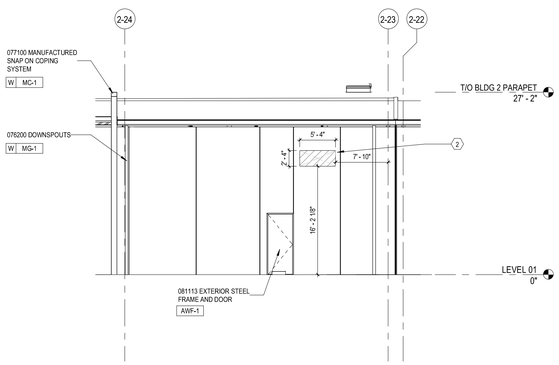
PROJECT NO: B22-01015
DATE: 2023-10-31
SCALE:

DWG. NO:
EX-05

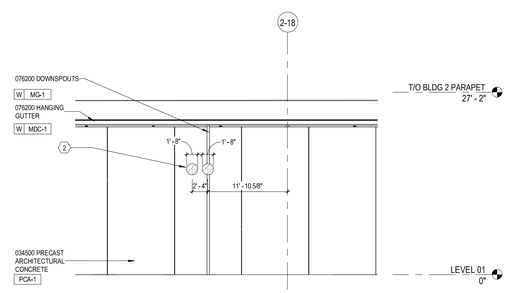
SHEET SIZE: E (36"x48")



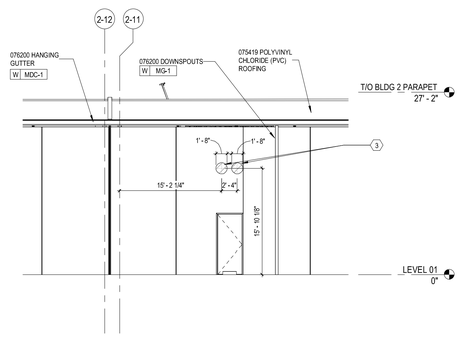
5 ENLARGED EXTERIOR ELEVATION - BUILDING 2 SOUTH 2
1/8" = 1'-0"



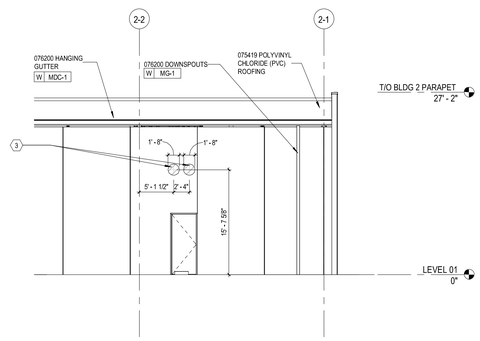
4 ENLARGED EXTERIOR ELEVATION - BUILDING 2 NORTH
1/8" = 1'-0"



3 EL - BUILDING 2 NORTH 3
1/8" = 1'-0"



2 ENLARGED EXTERIOR ELEVATION - BUILDING 2 NORTH
1/8" = 1'-0"



1 ENLARGED EXTERIOR ELEVATION - BUILDING 2 NORTH
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GENERAL NOTES

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EXTERIOR MATERIAL SCHEDULE

SYMBOL	MATERIAL DESCRIPTION	SPEC SECTION	MANUFACTURER	PRODUCT	PRODUCT INFORMATION FINISH	NOTES
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EEJ-1	EXTERIOR EXPANSION JOINT COVER ASSEMBLIES (DATA HALLS ONLY)	079513.16	BAL CO	FCCWW-6-SAN	STANDARD MFR COLOR SELECTION BY ARCHITECT	
EPT-1	EXTERIOR PAINT	09 91 13	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	
GL-10	EXTERIOR GLAZING, LOW E-COATED, IGU	08 80 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS		EXTERIOR GLAZING
GL-11	EXTERIOR GLAZING, LOW E-COATED, IGU, SILK SCREENED	08 80 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS		
GL-12	EXTERIOR GLAZING, LOW IRON, FULLY TEMPERED, LAMINATED	08 80 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS		
IMP-1	FOAMED INSULATION-CORE METAL WALL PANELS	074213.19	CENTRIA	METAL WRAP MR-100	STANDARD MFR COLOR SELECTION BY ARCHITECT	
MC-1	METAL COPING	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL COPING
MDC-1	METAL DOWNSPOUT AND CONDUCTOR	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL DOWNSPOUT AND CONDUCTOR
MF-1	METAL FASCIA AND GRAVEL STOP	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	STANDARD MFR COLOR SELECTION BY ARCHITECT	METAL FASCIA AND GRAVEL STOP
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PCA-1	PRECAST ARCHITECTURAL CONCRETE	034500	SEE SPECIFICATIONS	LIGHT ABRASIVE-BLAST FINISH	STANDARD MFR COLOR SELECTION BY ARCHITECT	

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ENTITLEMENT II PACKAGE	2023-10-31

PROJECT ISSUANCES

DRAFT NOT FOR CONSTRUCTION

PROJECT:

PROJECT BIGFOOT

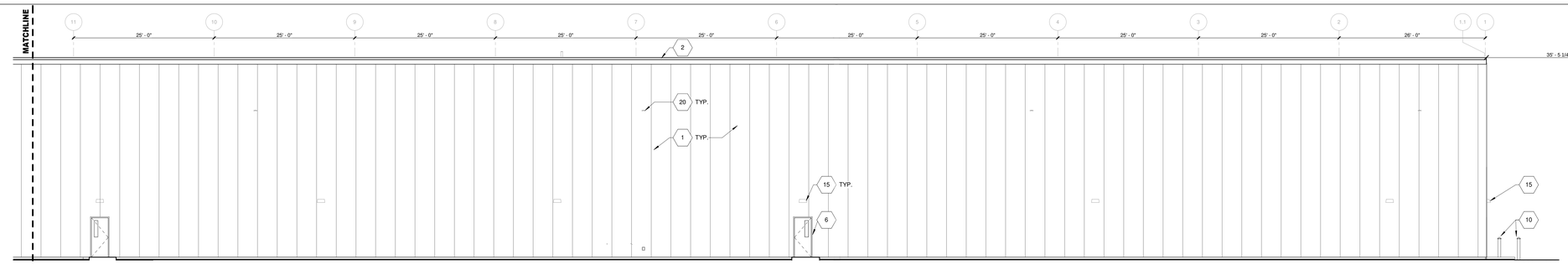
DWG. TITLE

ENLARGED EXTERIOR ELEVATIONS - BUILDING 2

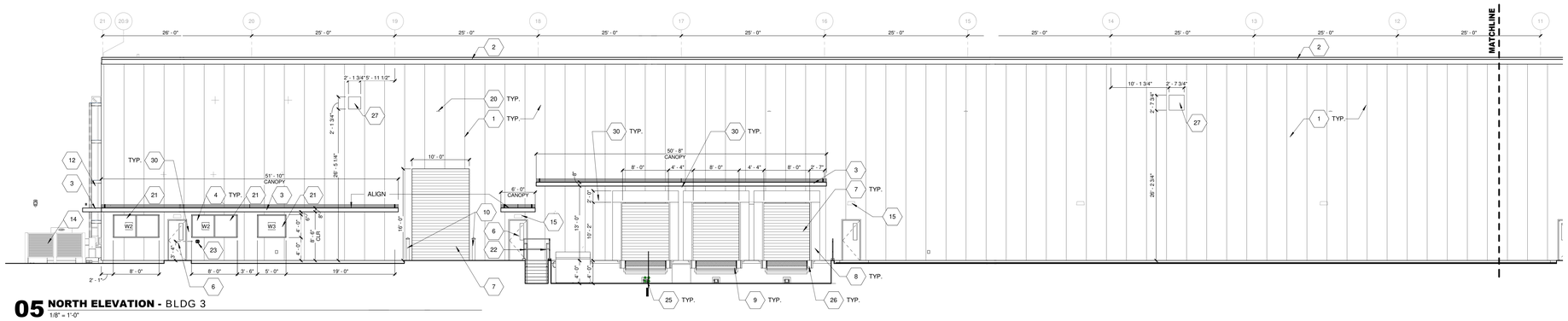
PROJECT NO: B22-01015
DATE: 2023-10-31
SCALE:

DWG. NO:
EX-06

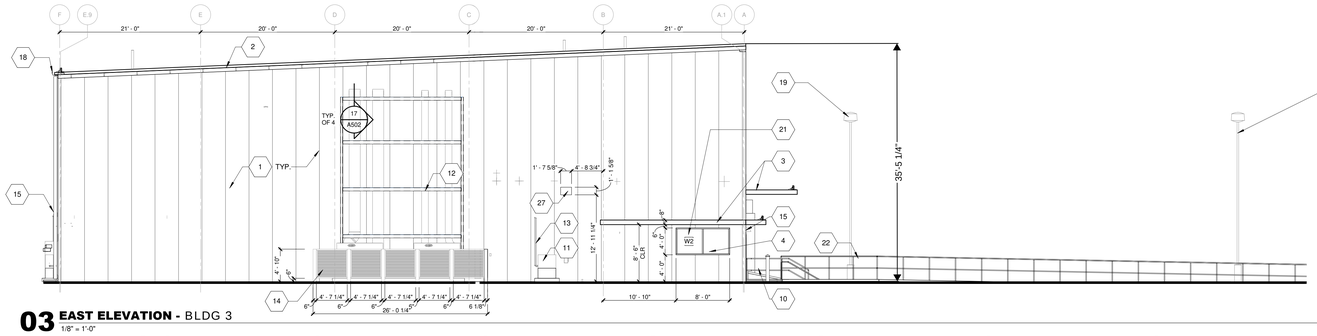
SHEET SIZE: E (36"x48")



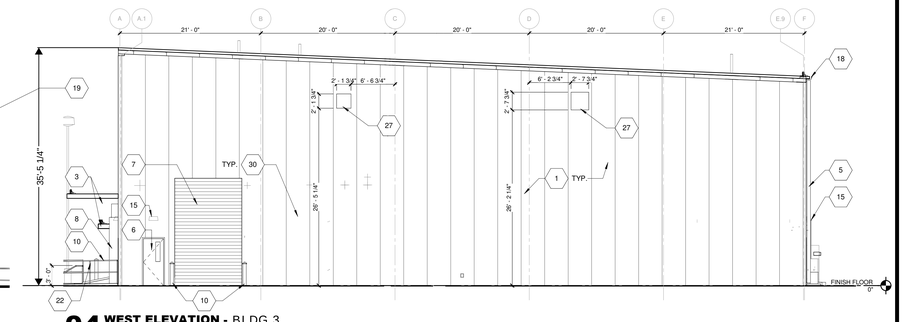
06 **NORTH ELEVATION -** BLDG 3
1/8" = 1'-0"



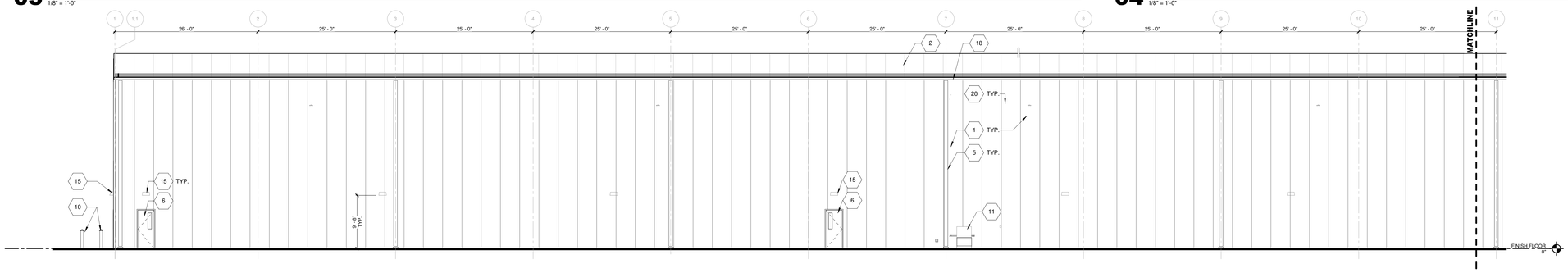
05 **NORTH ELEVATION -** BLDG 3
1/8" = 1'-0"



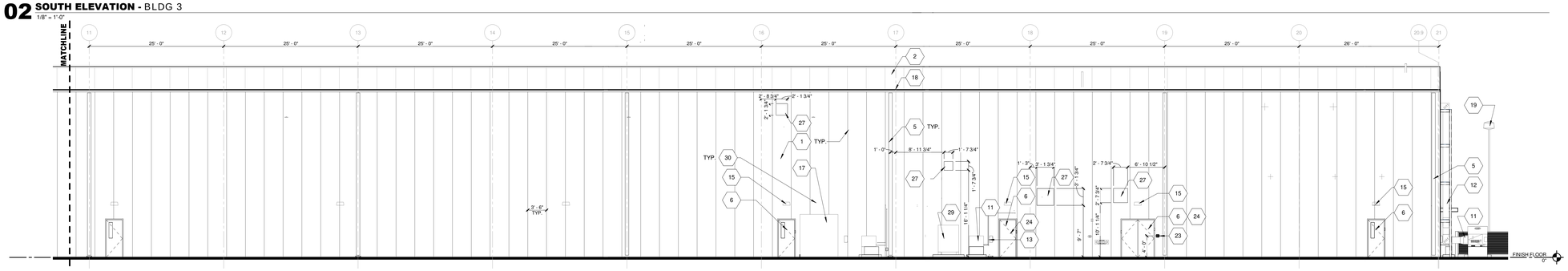
03 **EAST ELEVATION -** BLDG 3
1/8" = 1'-0"



04 **WEST ELEVATION -** BLDG 3
1/8" = 1'-0"



02 **SOUTH ELEVATION -** BLDG 3
1/8" = 1'-0"



01 **SOUTH ELEVATION -** BLDG 3
1/8" = 1'-0"

GENERAL NOTES - ELEVATIONS

1. EXTERIOR SKIN AND ROOF BY PEMB MANUFACTURER. COLOR TO BE SELECTED BY OWNER.

KEYED NOTES - ELEVATIONS

1. **DEFERRED SUBMITTAL:** INSULATED METAL PANEL SYSTEM WALL PANEL, TYPICAL.
2. **DEFERRED SUBMITTAL:** INSULATED METAL PANEL SYSTEM ROOF PANEL, TYPICAL.
3. CANOPY BY PEMB PROVIDER, TYP.
4. EXTERIOR INSULATED GLAZING UNIT IN THERMALLY BROKEN ALUMINUM STOREFRONT FRAME - SEE SHEET A640 FOR ADDITIONAL INFORMATION.
5. PREFINISHED METAL DOWNSPOUTS
6. INSULATED HOLLOW METAL DOOR AND THERMALLY BROKEN DOOR FRAME
7. INSULATED OVERHEAD COILING DOOR
8. DOCK SEAL
9. DOCK LEVELER
10. STEEL BOLLARD - PAINT SAFETY YELLOW.
11. MECHANICAL EQUIPMENT - SEE MECHANICAL DRAWINGS
12. MECHANICAL DUCT WORK. PAINT METAL SLEEVE OVER INSULATION TO MATCH THE PEMB INSULATED METAL PANELS, TYP. SEE MECHANICAL DRAWINGS FOR DUCT WORK.
13. PIPING - SEE PLUMBING DRAWINGS
14. MECHANICAL SCREEN WALL
15. LIGHT FIXTURE, CENTER OVER OPENINGS, WHEN LOCATED - SEE ELECTRICAL DRAWINGS
16. MECHANICAL DIFFUSER - SEE MECHANICAL DRAWINGS. PAINT TO MATCH PEMB.
17. ELECTRICAL TRANSFORMER - SEE ELECTRICAL DRAWINGS
18. PREFINISHED METAL GUTTER
19. SITE LIGHTING - SEE ELECTRICAL DRAWINGS
20. FIRE ALARM DEVICE - SEE FIRE ALARM DRAWINGS
21. PROVIDE AND INSTALL REFLECTIVE PRIVACY WINDOW FILM THIS WINDOW
22. 1 1/2" DIA. STEEL GUARD, 42" HIGH, PAINT XPT05.
23. SURFACE MOUNT, ALUMINUM, AHJ APPROVED KNOX BOX - VERIFY BOX SERIES AND LOCATION WITH AHJ FOR APPROVAL PRIOR TO INSTALLING.
24. PROVIDE FIRE PREVENTION BUREAU APPROVED 2" WHITE LETTERING ON RED BACKGROUND SIGNS "FIRE RISER ROOM" AND "FACP" AT THIS RISER ROOM AND "ELECTRICAL ROOM" AT ELECTRICAL ROOM.
25. VEHICULAR RESTRAINT (DOCK LOCK) WITH SIGNAL LIGHTING SYSTEM.
26. DOCK BUMPERS.
27. EXTERIOR LOUVERS/GRILLES - SEE MECHANICAL DRAWINGS. PAINTED TO MATCH IMP WALL PANELS
28. NOT USED
29. ELECTRICAL EQUIPMENT - SEE ELECTRICAL DRAWINGS
30. EXTERIOR SECURITY CAMERA/DEVICES -SEE SECURITY DRAWINGS

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No.	Description	Date

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ENTITLEMENT II PACKAGE	2023-10-31

PROJECT ISSUANCES

DRAFT NOT FOR CONSTRUCTION

PROJECT:

PROJECT BIGFOOT

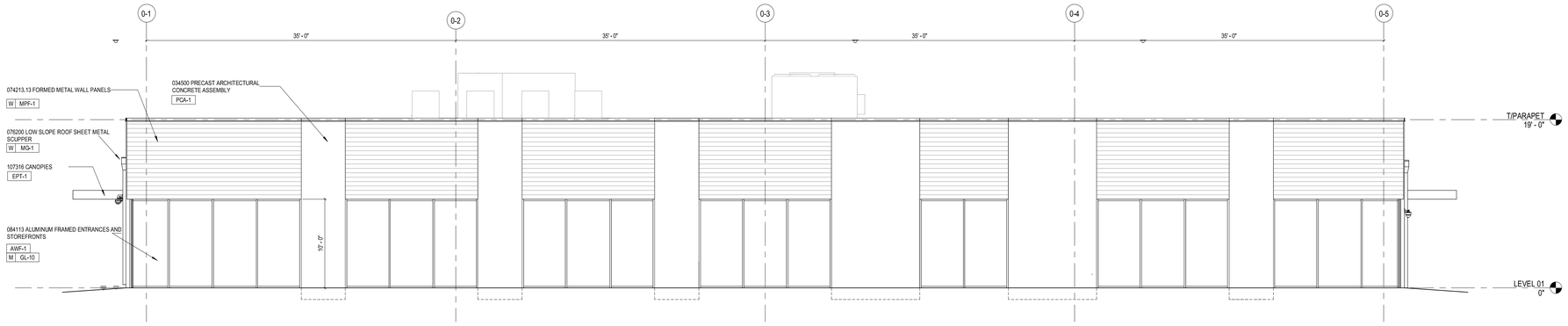
DWG. TITLE

EXTERIOR ELEVATIONS - BUILDING 3

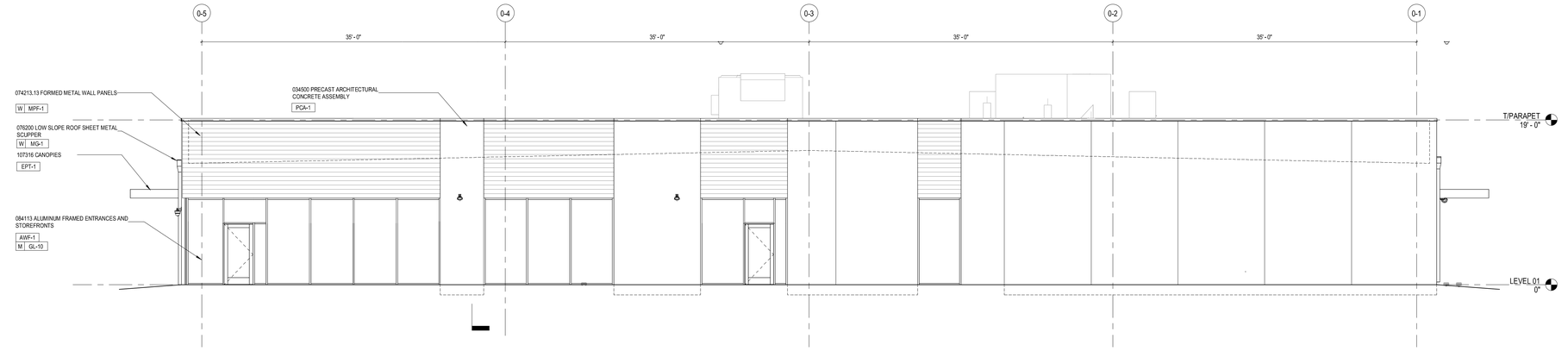
PROJECT NO: B22-01015
DATE: 2023-10-31
SCALE:

DWG. NO:
EX-07

SHEET SIZE: E (36"x48")



2 BUILDING 4 - SOUTH
3/16" = 1'-0"



1 BUILDING 4 - NORTH
3/16" = 1'-0"

GENERAL NOTES

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EPT-1	EXTERIOR PAINT	09 91 13	SEE SPECIFICATIONS	SEE SPECIFICATIONS	COLOR SELECTION BY ARCHITECT	
GL-10	EXTERIOR GLAZING, LOW E-COATED, IGU	08 80 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS		EXTERIOR GLAZING
GL-11	EXTERIOR GLAZING, LOW E-COATED, IGU, SILK SCREENED	08 80 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS		
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MG-1	FORMED METAL GUTTERS	07 71 00	SEE SPECIFICATIONS	SEE SPECIFICATIONS	COLOR SELECTION BY ARCHITECT	METAL GUTTERS
MPF-1	FORMED METAL WALL PANELS	07 42 13.13	MORIN	CONCEALED Z-12	ALUMINUM COLOR TBD	SS8 METAL WALL PANEL SOLID
MPF-2	FORMED METAL WALL PANELS	07 42 13.13	MORIN	CONCEALED Z-12 PERFORATED	ALUMINUM COLOR TBD	SS8 METAL WALL PANEL PERFORATED
PCA-1	PRECAST ARCHITECTURAL CONCRETE	034500	SEE SPECIFICATIONS	LIGHT ABRASIVE-BLAST FINISH	COLOR SELECTION BY ARCHITECT	

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No.	Description	Date

SHEET REVISIONS

ENTITLEMENT II PACKAGE	2023-10-31

PROJECT ISSUANCES

DRAFT NOT FOR CONSTRUCTION

PROJECT:

PROJECT BIGFOOT

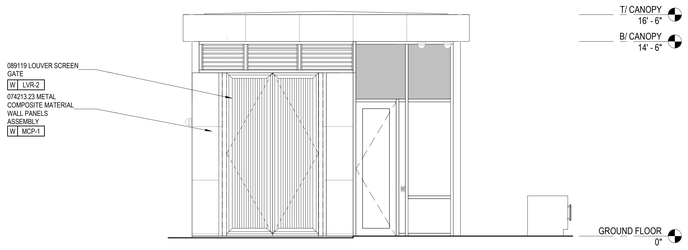
DWG. TITLE

EXTERIOR ELEVATIONS - BUILDING 4

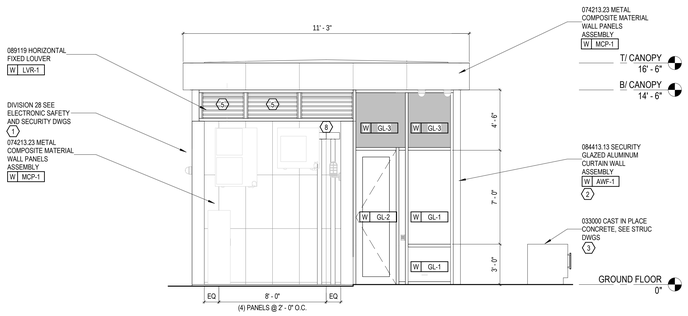
PROJECT NO: B22-01015
DATE: 2023-10-31
SCALE:

DWG. NO:
EX-08

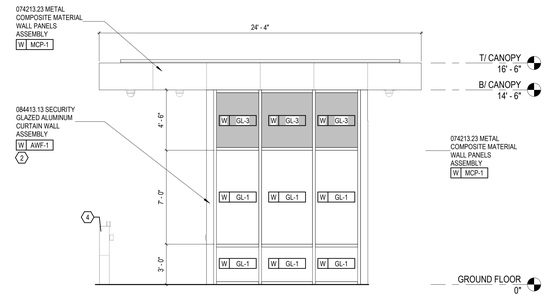
SHEET SIZE: E (36"x48")



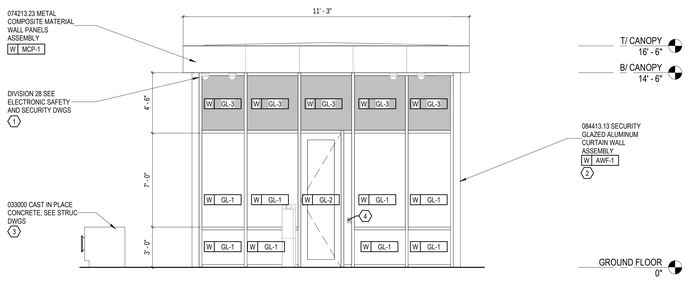
5 MECHANICAL YARD ELEVATION
1/4" = 1'-0"



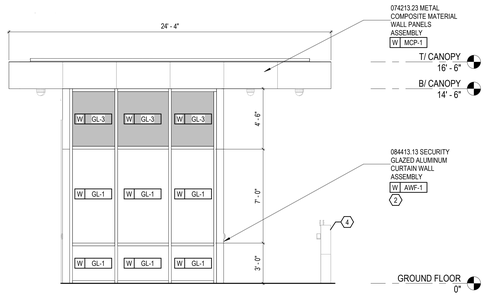
4 SOUTH ELEVATION
1/4" = 1'-0"



2 WEST ELEVATION
1/4" = 1'-0"



3 NORTH ELEVATION
1/4" = 1'-0"



1 EAST ELEVATION
1/4" = 1'-0"

GENERAL NOTES

1. CONCEPTUAL GUARD HOUSE ELEVATIONS SHOWN FOR ENTITLEMENTS ONLY. FINAL DESIGN TO BE PROVIDED BY ARCHITECT PRIOR TO CONSTRUCTION.

SHEET NOTES

NOTE: NOT ALL SHEET NOTES BELOW MAY BE USED ON THIS SHEET

1	SECURITY CAMERA, SEE SECURITY DWGS
2	CUSTOM PAINT COLOR AT CURTAIN WALL SYSTEM BY ARCHITECT
3	CONCRETE RAM PROTECTION WALL, SEE STRUCTURAL DWGS
4	CARD READER, SEE SECURITY DWGS
5	BLANK OFF PANEL
6	SECURITY CAMERA MOUNTED CENTERED ON WALL PANEL, TYP.
7	PENETRATION FOR HOSE BIB TO BE CENTERED ON WALL PANEL, TYP.
8	DOWNSPOUTS TO RECEIVE PNT-3.

SHEET LEGEND

EXTERIOR MATERIAL SCHEDULE - GUARDHOUSE

DESIGNATION	EXTERIOR FINISH MATERIAL	SPECIFICATION	MANUFACTURER	STYLE	PRODUCT INFORMATION FINISH	COMMENTS
AWF-1	SECURITY GLAZED ALUMINUM CURTAIN WALL	084413.13	EFCO	5600	ULTRA-ESCENT II MICA GUN BARREL PNTKCLC72	-
GL-1	SECURITY GLAZING	088853	SEE SPECIFICATIONS	INSULATED	SEE SPECIFICATIONS	BALLISTIC RESISTANT GLAZING AT CURTAIN WALL BELOW 10' - 0"
GL-2	SECURITY GLAZING	088853	SEE SPECIFICATIONS	NON-INSULATED	SEE SPECIFICATIONS	BALLISTIC RESISTANT GLAZING AT CURTAIN WALL DOOR
GL-3	GLAZING	088853	SEE SPECIFICATIONS	INSULATED	SEE SPECIFICATIONS	LAMINATED GLAZING AT CURTAIN WALL ABOVE 10' - 0"
LVR-1	FIXED LOUVERS	089119	CONSTRUCTION SPECIALITIES, INC.	SEE SPECIFICATIONS	COLOR TO MATCH AWF-1	LOW ROOF EXHAUST LOUVER
LVR-2	LOUVER SCREEN GATE	089119	SEE SPECIFICATIONS	SEE SPECIFICATIONS	COLOR TO MATCH AWF-1	MECHANICAL YARD SCREEN GATE
MCP-1	METAL COMPOSITE PANELS	074213.23	ALUCOBOND	SEE SPECIFICATIONS	COLOR TO MATCH AWF-1	-
PNT-3	EXTERIOR PAINT	099113	SEE SPECIFICATIONS	SEE SPECIFICATIONS	COLOR TO MATCH AWF-1	COPING, MECHANICAL YARD STRUTURAL STEEL, EXPOSED DOWNSPOUTS, TRIM BODY FOR EXTERIOR CANOPY LINEAR RECESSED FIXTURES
PNT-4	EXTERIOR PAINT	055000	SEE SPECIFICATIONS	SEE SPECIFICATIONS	COLOR TO MATCH AWF-1	CARD READER PEDESTAL

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No.	Description	Date

SHEET REVISIONS

ENTITLEMENT II PACKAGE	2023-10-31

PROJECT ISSUANCES

DRAFT NOT FOR CONSTRUCTION

PROJECT:

PROJECT BIGFOOT

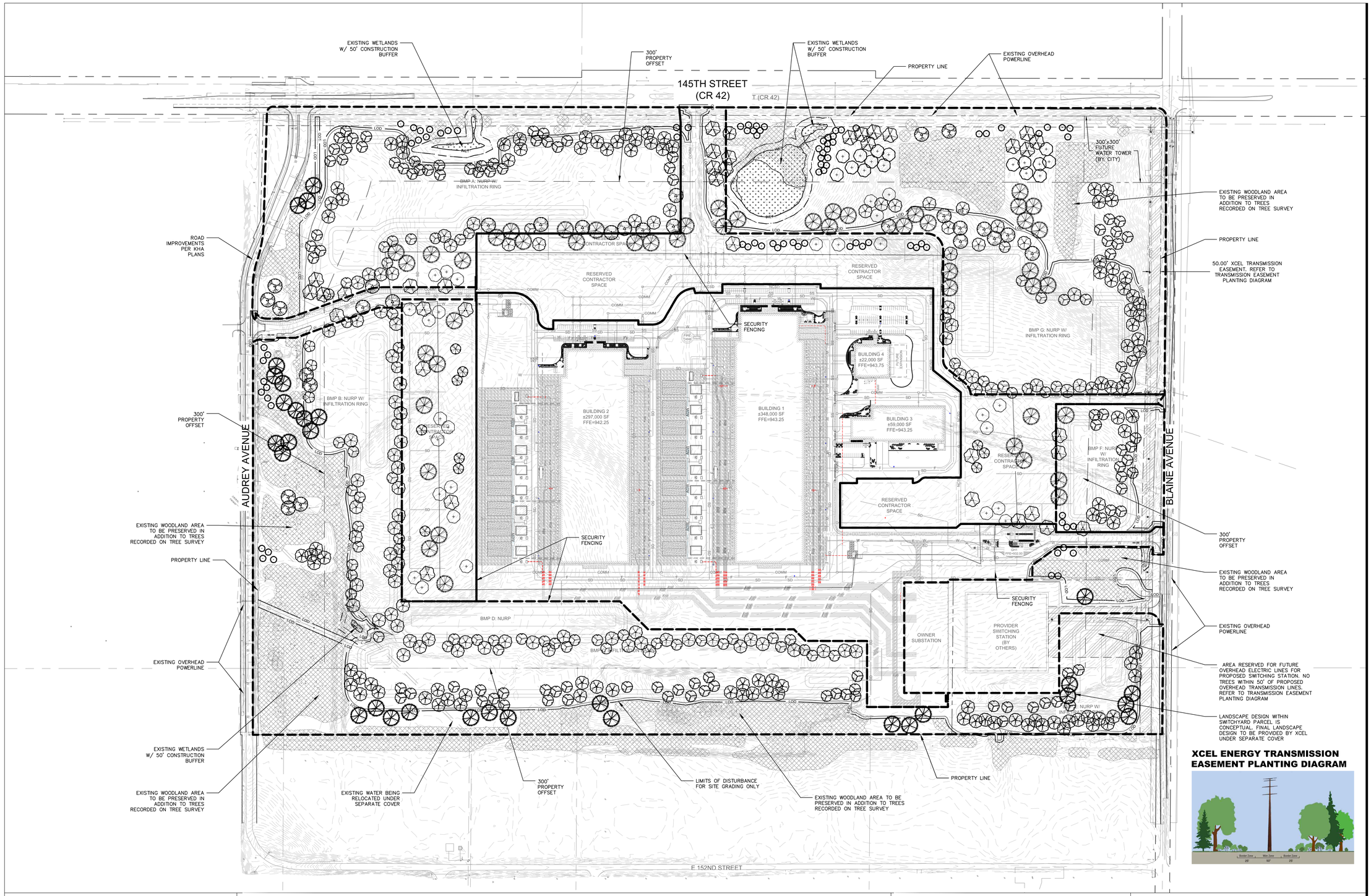
DWG. TITLE

EXTERIOR ELEVATIONS - GH1

PROJECT NO: B22-01015
DATE: 2023-10-31
SCALE:

DWG. NO:
EX-09

SHEET SIZE: E (36"x48")



XCEL ENERGY TRANSMISSION EASEMENT PLANTING DIAGRAM

GENERAL NOTES

CITY OF ROSEMOUNT 11-6-3: LANDSCAPING REQUIREMENTS:

PROPOSED ZONING:	BUSINESS PARK (BP)
LANDSCAPE AREA WITHIN AFFECTED PROPERTY OFFSET:	3,733,526 S.F.
LANDSCAPE AREA OUTSIDE OF STORMWATER BASIN:	3,069,494 S.F.
TREES REQUIRED (1 PER 3,000 S.F.):	1,024 TREES
	2,560" CALIPER
TREES PROVIDED:	2,827 TREES
EXISTING RETAINED:	17,049"
NEW PROPOSED:	1,834"

TREE REMOVAL CALCULATIONS:

BIGFOOT PROPERTY

TOTAL CALIPER INCHES OF SIGNIFICANT TREES:	19,361"
CALIPER INCHES ALLOWED FOR REMOVAL (25%):	4,840"
CALIPER INCHES OF SIGNIFICANT TREES REMOVED:	8,342"
CALIPER INCHES TO BE REPLACED (0.5" : 1"):	1,751"
TOTAL CALIPER INCHES OF HERITAGE TREES:	13,125"
CALIPER INCHES ALLOWED FOR REMOVAL (0%):	0"
CALIPER INCHES OF HERITAGE TREES REMOVED:	6,656"
CALIPER INCHES TO BE REPLACED (1" : 1"):	6.656"
CALIPER INCHES OF TREE REPLACEMENT REQUIRED:	8,407"
CALIPER INCHES OF TREE REPLACEMENT PROVIDED:	1,834"

XCEL SUBSTATION & ASSOCIATED EASEMENTS

TOTAL CALIPER INCHES OF SIGNIFICANT TREES:	2,799"
CALIPER INCHES ALLOWED FOR REMOVAL (25%):	700"
CALIPER INCHES OF SIGNIFICANT TREES REMOVED:	2,413"
CALIPER INCHES TO BE REPLACED (0.5" : 1"):	857"
TOTAL CALIPER INCHES OF HERITAGE TREES:	2,515"
CALIPER INCHES ALLOWED FOR REMOVAL (25%):	0"
CALIPER INCHES OF HERITAGE TREES REMOVED:	2,218"
CALIPER INCHES TO BE REPLACED (1" : 1"):	2,218"
CALIPER INCHES OF TREE REPLACEMENT REQUIRED:	3,075"
CALIPER INCHES OF TREE REPLACEMENT PROVIDED:	0"

PLANT LEGEND (ON SITE)

NOTES PER CITY OF ROSEMOUNT CODE OF ORDINANCES SECTION 11-6-3: LANDSCAPING REQUIREMENTS

1. ALL PLANTING MATERIALS SHALL BE DISEASE FREE AND ABLE TO SURVIVE IN ASSIGNED LOCATIONS IN A HEALTHY CONDITION WITH THE BENEFIT OF ONLY MINOR MAINTENANCE.
2. ALL STOCK TO BE PLANTED (SHADE AND FLOWERING TREES, DECIDUOUS SHRUBS, CONIFEROUS EVERGREENS, BROAD LEAF EVERGREENS, ROSES, VINES AND GROUND COVERS AND FRUIT TREES) MUST FOLLOW THE STANDARDS SET FORTH BY THE "AMERICAN STANDARDS FOR NURSERY STOCK" AS ADOPTED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
3. WHERE NATURAL MATERIALS SUCH AS TREES OR HEDGES ARE APPROVED IN LIEU OF REQUIRED SCREENING BY MEANS OF WALLS OR FENCES, THE DENSITY AND SPECIES OF SUCH PLANTINGS SHALL BE SUCH TO ACHIEVE NINETY PERCENT (90%) OPACITY YEAR ROUND. CONIFERS USED FOR SCREENING MUST MEET OVERSTORY PLANTING REQUIREMENTS.
4. CREDIT FOR THE RETENTION OF EXISTING TREES WHICH ARE OF ACCEPTABLE SPECIES, SIZE AND LOCATION MAY BE GIVEN TO SATISFY THE MINIMUM NUMBER OF REQUIREMENTS SET FORTH IN CITY OF ROSEMOUNT CODE OF ORDINANCES SECTION 11-6-3: LANDSCAPING REQUIREMENTS

SYMBOLS (NTS)	BOTANICAL NAME COMMON NAME	CONTAINER CAL./HT	M. HT. M. SPR.	QTY	REMARKS
EXISTING TREES (39%)	HERITAGE TREE SPECIES VARY		VARIES	36	SEE PLANT PRESERVATION PLAN
	SIGNIFICANT TREE (MASSING) SPECIES VARY		VARIES	135	SEE PLANT PRESERVATION PLAN
CONIFEROUS TREES (17%)	PICEA MARINA BLACK SPRUCE	6' HT MIN.	50' 30'	27	MINNESOTA NATIVE
	PINUS STROBUS WHITE PINE	6' HT MIN.	100' 80'	48	SIGNIFICANT TREE MINNESOTA NATIVE
DECIDUOUS TREES (44%)	BETULA NIGRA RIVER BIRCH	3" CAL MIN.	70' 50'	65	MINNESOTA NATIVE
	CARYA CORDIFORMIS BITTERNUT HICKORY	3" CAL MIN.	80' 50'	10	
	CARYA OVATA SHAGBARK HICKORY	3" CAL MIN.	90' 70'	18	MINNESOTA NATIVE
	CELTIS OCCIDENTAUS COMMON HACKBRRY	3" CAL MIN.	60' 60'	27	MINNESOTA NATIVE
	QUERCUS BICOLOR SWAMP WHITE OAK	3" CAL MIN.	60' 60'	67	MINNESOTA NATIVE
	QUERCUS RUBRA RED OAK	3" CAL MIN.	75' 65'	19	MINNESOTA NATIVE

TREES SHOWN AT THIS TIME ARE FOR SCHEMATIC DRAWING SUBMITTAL. ADDITIONAL TREES TO BE PROPOSED ON PERMIT DRAWINGS AFTER ADDITIONAL ASSESSMENT OF ONSITE UTILITY LOCATIONS AND CLEARANCES. FINAL TREE QUANTITIES AND CALCULATIONS WILL BE PROVIDED AT THAT TIME.

PLANT LEGEND (300' PROPERTY OFFSET)

SYMBOLS (NTS)	BOTANICAL NAME COMMON NAME	CONTAINER CAL./HT	M. HT. M. SPR.	QTY	REMARKS
EXISTING TREES (71%)	HERITAGE TREE SPECIES VARY		VARIES	176	SEE TREE PRESERVATION PLAN
	SIGNIFICANT TREE (MASSING) SPECIES VARY		VARIES	646	SEE TREE PRESERVATION PLAN
CONIFEROUS TREES (08%)	PICEA MARINA BLACK SPRUCE	6' HT MIN.	50' 30'	58	MINNESOTA NATIVE
	PINUS STROBUS WHITE PINE	6' HT MIN.	100' 80'	32	SIGNIFICANT TREE REPLACEMENT SPECIES
DECIDUOUS TREES (21%)	BETULA NIGRA RIVER BIRCH	3" CAL MIN.	70' 50'	99	MINNESOTA NATIVE
	CARYA OVATA SHAGBARK HICKORY	3" CAL MIN.	90' 70'	18	MINNESOTA NATIVE
	CELTIS OCCIDENTAUS COMMON HACKBRRY	3" CAL MIN.	60' 60'	16	MINNESOTA NATIVE
	QUERCUS BICOLOR SWAMP WHITE OAK	3" CAL MIN.	60' 60'	104	MINNESOTA NATIVE
	QUERCUS RUBRA RED OAK	3" CAL MIN.	75' 65'	10	MINNESOTA NATIVE
	TILIA AMERICANA 'DTR 123' LEGEND® AMERICAN LINDEN	3" CAL MIN.	100' 50'	3	MINNESOTA NATIVE

KEY PLAN

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No.	Description	Date

SHEET REVISIONS

ENTITLEMENT II PACKAGE	2023-10-31

PROJECT ISSUANCES

DRAFT NOT FOR CONSTRUCTION

PROJECT:

PROJECT BIGFOOT

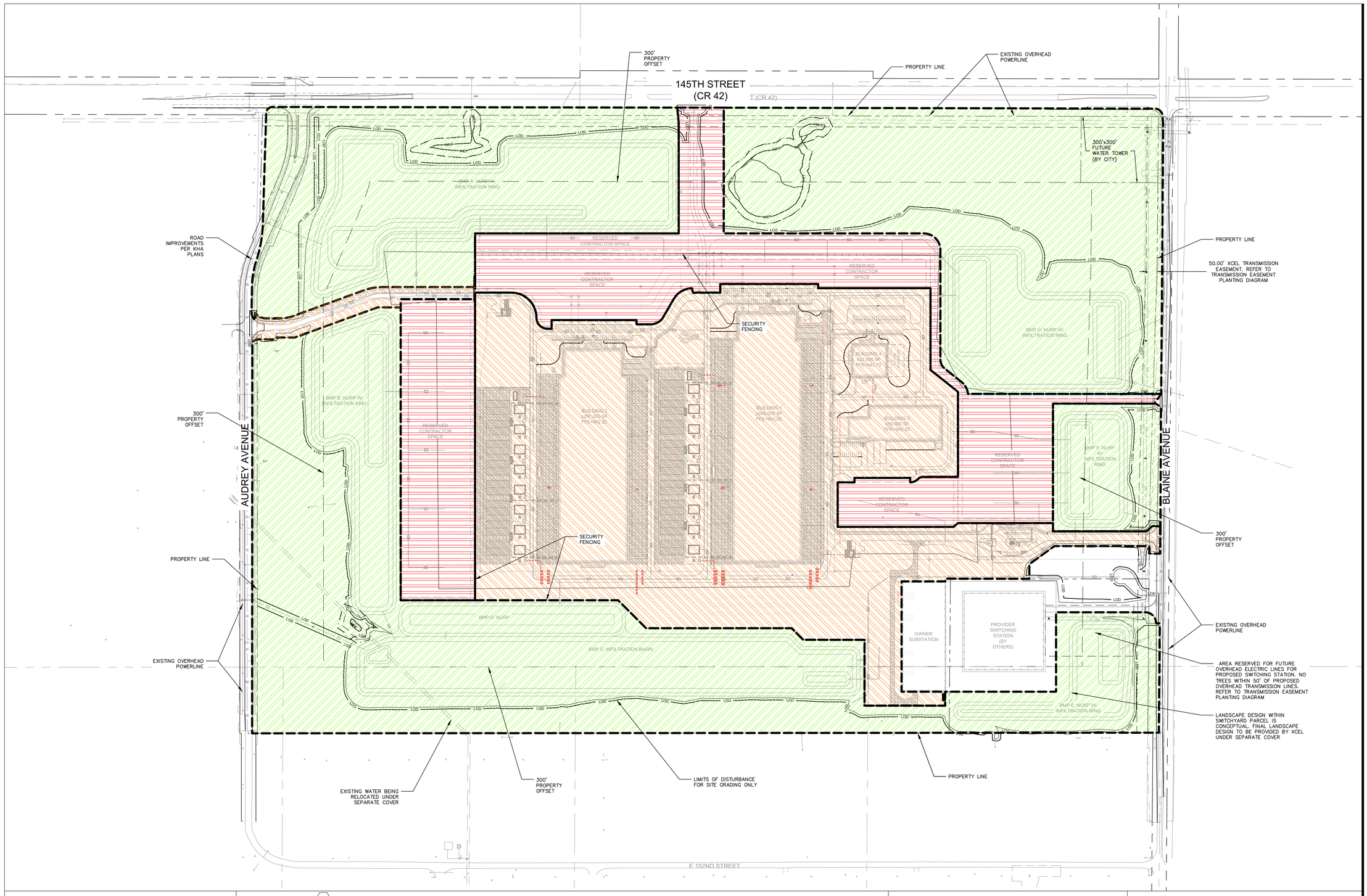
DWG. TITLE

OVERALL LANDSCAPE PLAN

PROJECT NO: B22-01015
DATE: 2023-10-31
SCALE:
0' 75' 150' 300'

DWG. NO:
L100.00

SHEET SIZE: E (36"x48")



GENERAL NOTES

PROJECT SCHEDULE	
MILESTONE/DELIVERABLE	DUE DATE
BREAK GROUND	MARCH 2024
SUBSTANTIAL COMPLETION	SEPTEMBER 2027

SHEET NOTES

NOTE: NOT ALL SHEET NOTES BELOW MAY BE USED ON THIS SHEET

LANDSCAPE PHASE

PHASE	DESCRIPTION	APPROXIMATE TIMING
	PHASE I – 300' PROPERTY OFFSET AND LANDSCAPE OUTSIDE THE SECURITY FENCE EXCLUDING CONTRACTOR LAY DOWN AREAS	TO BE INSTALLED AFTER GRADING WORK AND BUILDING CONSTRUCTION; CAN BE SIMULTANEOUS WITH PHASE II
	PHASE II – LANDSCAPE AREAS WITHIN THE SECURITY FENCE EXCLUDING CONTRACTOR LAY DOWN AREAS	TO BE INSTALLED AFTER GRADING WORK AND BUILDING CONSTRUCTION; CAN BE SIMULTANEOUS WITH PHASE I
	PHASE III – CONTRACTOR LAY DOWN AREAS	TO BE INSTALLED ONCE CONTRACTOR LAY DOWN AREAS ARE CLEAR AND NO LONGER REQUIRED PRIOR TO SUBSTANTIAL COMPLETION

SHEET LEGEND

KEY PLAN

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No.	Description	Date

SHEET REVISIONS

ENTITLEMENT II PACKAGE	2023-10-31

PROJECT ISSUANCES

DRAFT NOT FOR CONSTRUCTION

PROJECT:

PROJECT BIGFOOT

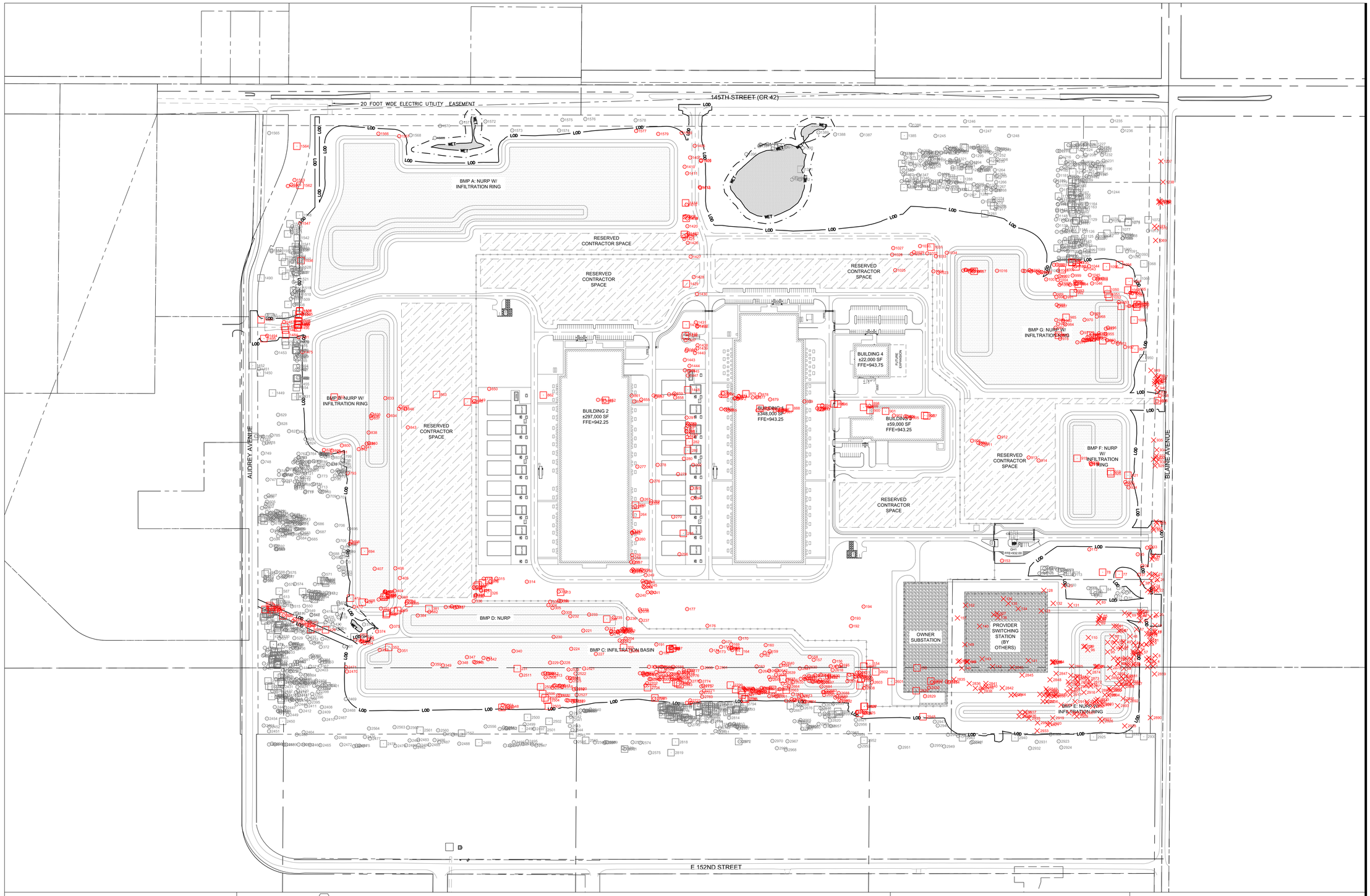
DWG. TITLE

LANDSCAPE PHASING PLAN

PROJECT NO: B22-01015
DATE: 2023-10-31
SCALE: 0' 75' 150' 300'

DWG. NO:
L001.00

SHEET SIZE: E (36"x48")



GENERAL NOTES

1. REFER TO SHEETS C000.05 - C000.08 FOR TREE INVENTORY LIST.

SHEET NOTES

NOTE: NOT ALL SHEET NOTES BELOW MAY BE USED ON THIS SHEET

SHEET LEGEND

- TREES TO BE REMOVED
- TREES PRESERVED
- HERITAGE TREES TO BE REMOVED
- HERITAGE TREES PRESERVED
- REMOVAL AND REPLACEMENT BY OTHERS
- LOD — SURFACE BOUNDARY

KEY PLAN

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No.	Description	Date

SHEET REVISIONS

ENTITLEMENT II PACKAGE	2023-10-31

PROJECT ISSUANCES

DRAFT NOT FOR CONSTRUCTION

PROJECT:

PROJECT BIGFOOT

DWG. TITLE

TREE PRESERVATION PLAN

PROJECT NO: B22-01015
DATE: 2023-10-31
SCALE: 0' 75' 150' 300'
SHEET SIZE: E (36"x48")

DWG. NO: **C000.04**

NOTES:

1. PER PUD, FENCES ARE PERMITTED UP TO FOURTEEN FEET(14') IN HEIGHT WITHIN THE CAMPUS AND SUBSTATION (GREATER THAN 50' FROM PUBLIC RIGHT-OF-WAY).
2. PHOTOS ABOVE ARE 10' STEEL WELDED WIRE MESH FENCE, PAINTED IN BLACK. SHOWN FOR REFERENCE.

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No.	Description	Date

SHEET REVISIONS

ENTITLEMENT II PACKAGE	2023-10-31

PROJECT ISSUANCES

DRAFT NOT FOR CONSTRUCTION

PROJECT:

PROJECT BIGFOOT

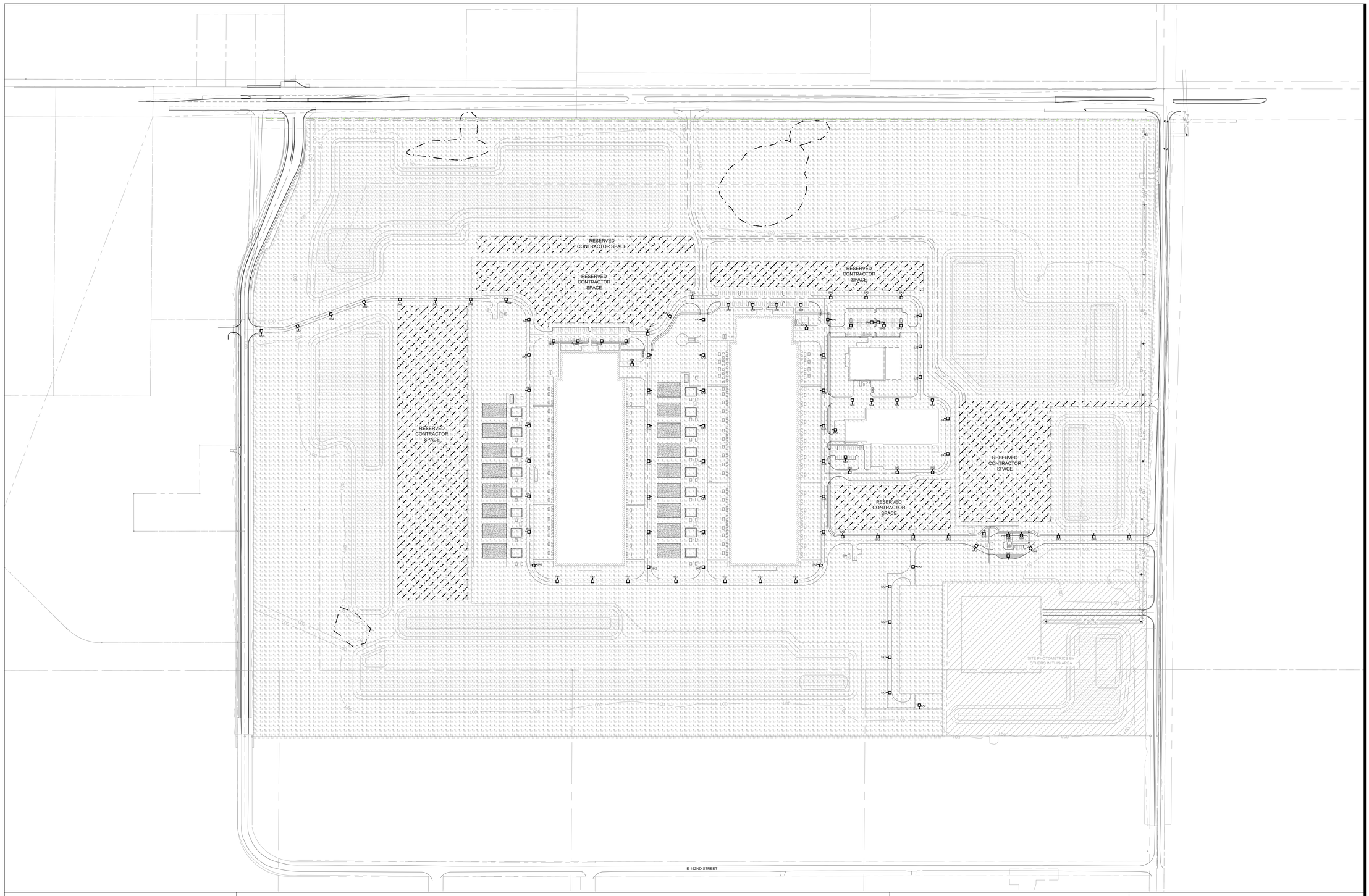
DWG. TITLE

SECURITY FENCE DETAILS

PROJECT NO: B22-01015
DATE: 2023-10-31
SCALE:

DWG. NO:
C800.00

SHEET SIZE: E (36"x48")



GENERAL NOTES

A. LIGHT LEVELS SHOWN ARE MAINTAINED. LIGHT LOSS FACTOR OF 0.80 WAS APPLIED TO ACCOUNT FOR LUMEN DEPRECIATION.

B. LIGHTS LOCATED ADJACENT TO DRIVES OR BEHIND PARKING EDGE AND/OR CURB, SHALL BE LOCATED 3'-0" ON CENTER BEHIND EDGE OF PAVING OR BACK OF CURB.

SCHEDULES

ELECTRICAL LIGHTING DEVICE SCHEDULE

SYMBOLS	LABEL	CATALOG NUMBER	DESCRIPTION	LAMP	FILE	LUMENS	LLF	WATTS	MOUNTING HEIGHT	B-U-G
	SA2	DSX1 LED P1 40K 80 CRI T2M	LITHONIA DSX1	4000K LED	DSX1 LED P1 40K 80 CRI T2M.IES	6887	0.8	50.9	27'-6"	B1-U0-G3
	SA4	DSX1 LED P1 40K 80 CRI T4M	LITHONIA DSX1	4000K LED	DSX1 LED P1 40K 80 CRI T4M.IES	7071	0.8	50.9	27'-6"	B1-U0-G3
	SA5	DSX1 LED P1 40K 80 CRI T5W	LITHONIA DSX1	4000K LED	DSX1 LED P1 40K 80 CRI T5W.IES	7392	0.8	50.9	27'-6"	B3-U0-G2
	SB2	DSX1 LED P4 40K 80 CRI T2M	LITHONIA DSX1	4000K LED	DSX1 LED P4 40K 80 CRI T2M.IES	14,541	0.8	123.9	27'-6"	B2-U0-G3

PROPERTY LINE LIGHTING CALCULATIONS

AREA	SYMBOL	MAXIMUM	ADJACENT ZONING
NORTH PROPERTY LINE	⟵	0.0	NON-RESIDENTIAL
EAST PROPERTY LINE	⟵	0.2	NON-RESIDENTIAL
SOUTH PROPERTY LINE	⟵	0.0	NON-RESIDENTIAL
WEST PROPERTY LINE	⟵	0.5	NON-RESIDENTIAL

NOTES:
1. CALCULATION VALUES ARE IN HORIZONTAL FOOTCANDLES.

SHEET LEGEND

KEY PLAN

olsson
2111 S 67th Street / Suite 200 / Omaha, NE 68106

No.	Description	Date

SHEET REVISIONS

ISSUED FOR REVEIW	2023-08-22

PROJECT ISSUANCES

DRAFT NOT FOR CONSTRUCTION

PROJECT:

PROJECT BIGFOOT

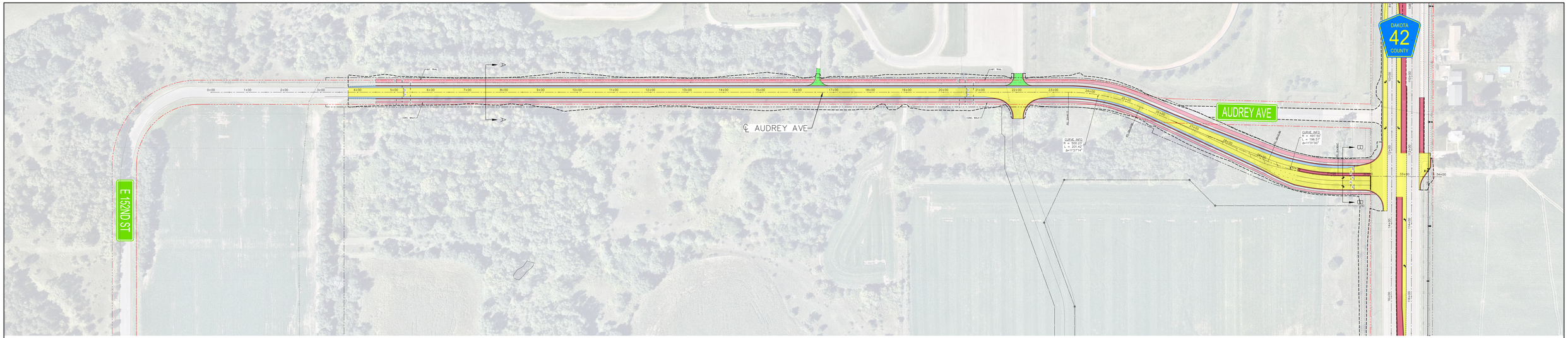
DWG. TITLE

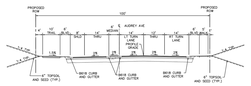
OVERALL SITE LIGHTING PLAN

PROJECT NO: B22-01015
DATE: 2023-08-22
SCALE: 0' 75' 150' 300'

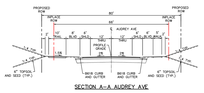
DWG. NO:
ES100.00

SHEET SIZE: E (36"x48")





SECTION B-B AUDREY AVE

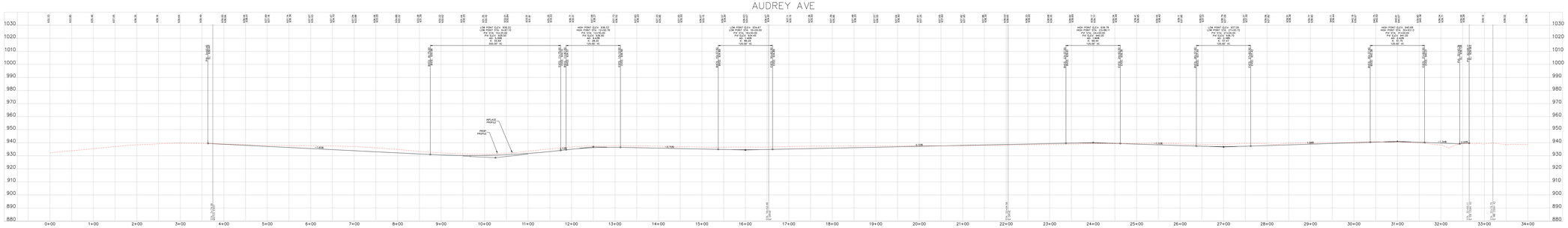


SECTION A-A AUDREY AVE

LEGEND

- PROPOSED ROADWAY
- PROPOSED SHOULDER
- PROPOSED CURB AND GUTTER
- PROPOSED DRIVEWAY
- FUTURE MULTI-USE TRAIL (BENCHED GRADING)
- PROPOSED TRAIL OR WALK
- FUTURE CONSTRUCTION
- INPLACE RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- LIMITS OF CONSTRUCTION

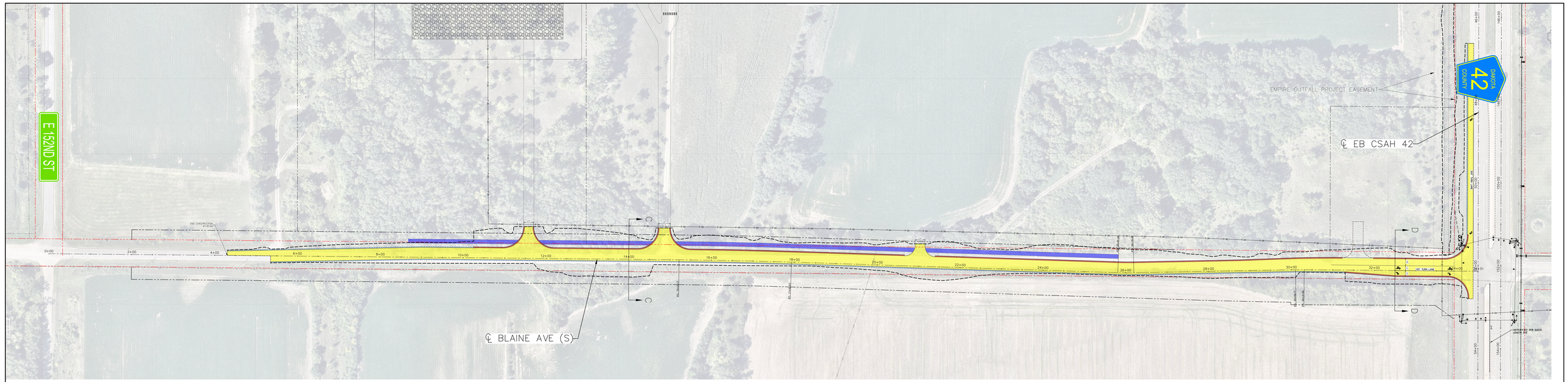
AUDREY AVE

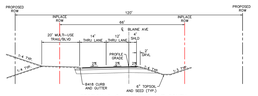


Kimley»Horn

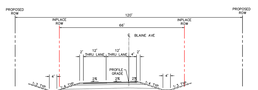
NORTH

PRELIMINARY AUDREY AVENUE
ROADWAY IMPROVEMENTS
PLAN AND PROFILE
OCTOBER 30, 2023

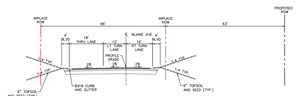




SECTION C–C – BLAINE AVE SOUTH
BIGFOOT FULL BUILDOUT CONDITION



SECTION C–C – BLAINE AVE SOUTH
TEMPORARY CONDITION

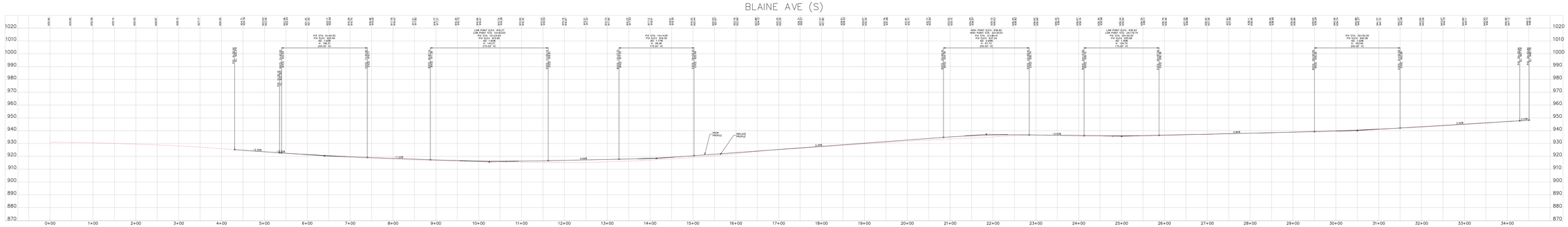


SECTION D–D – BLAINE AVE SOUTH
BIGFOOT FULL BUILDOUT CONDITION

LEGEND

- PROPOSED ROADWAY
- PROPOSED SHOULDER
- PROPOSED CURB AND GUTTER
- PROPOSED DRIVEWAY
- FUTURE MULTI-USE TRAIL (BENCHED GRADING)
- PROPOSED TRAIL OR WALK
- FUTURE CONSTRUCTION
- INPLACE RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- LIMITS OF CONSTRUCTION

BLAINE AVE (S)



Kimley»Horn

NORTH

SCALE
0 10 20 40
HORIZONTAL 1" = 20'
VERTICAL 1" = 2'

PRELIMINARY BLAINE AVENUE
ROADWAY IMPROVEMENTS
PLAN AND PROFILE
OCTOBER 30, 2023

K:\TWC_LDEV\Amber Kestrel\UMore Rosemount\3 Design\CAD\Exhibits\ROADWAY EXHIBITS\Offsite PlanProfile.dwg October 30, 2023 - 7:14pm

DETECTORS

NUMBER	MOUNTING TYPE	PHASE
V–1	POLE 1	4
V–2	POLE 3	3+8
V–3	POLE 3	1+6
V–4	POLE 6	2+5

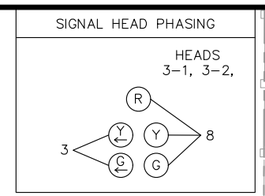
(B) INPLACE: 45' WOOD POLE
F&I: POLE MOUNTED TRANSFORMER
2" CONDUIT FROM POLE MOUNTED TRANSFORMER TO HH–3
3–1/C #6
2" CONDUIT FROM HH–3 TO CONTOLLER CABINET
3–1/C #6
2" CONDUIT, RISER AND WEATHERHEAD FROM POLE MOUNTED TRANSFORMER TO HH–2:
4–3/C #14 (LUM)
FROM HH–2 TO ABOVE SPAN WIRE ON POLE 1
2" CONDUIT
4–3/C #14 (LUM)

(A) F&I: TEMPORARY SIGNAL CABINET BASE
INSTALL: TEMP CABINET WITH CONTROLLER (COUNTY FURNISHED)
CONTROLLER CABINET TO HH–1:

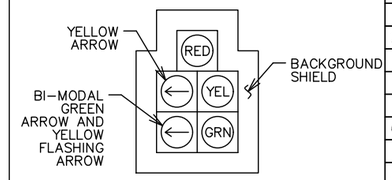
3" CONDUIT	3" CONDUIT
2–6/C 14	4–6/C 14
7–4/C 14	5–4/C 14
1–3/C 14	3–3/C 14
1–3/C 18	3–3/C 18
1–3/C 20	3–3/C 20
1–1/C 6 INS. GR.	1–1/C 6 INS. GR.

CONTROLLER CABINET TO HH 3:
2" CONDUIT
3–1/C 6

SIGNAL HEAD PHASING



5 SECTION FYA
CLUSTER HEAD DETAIL



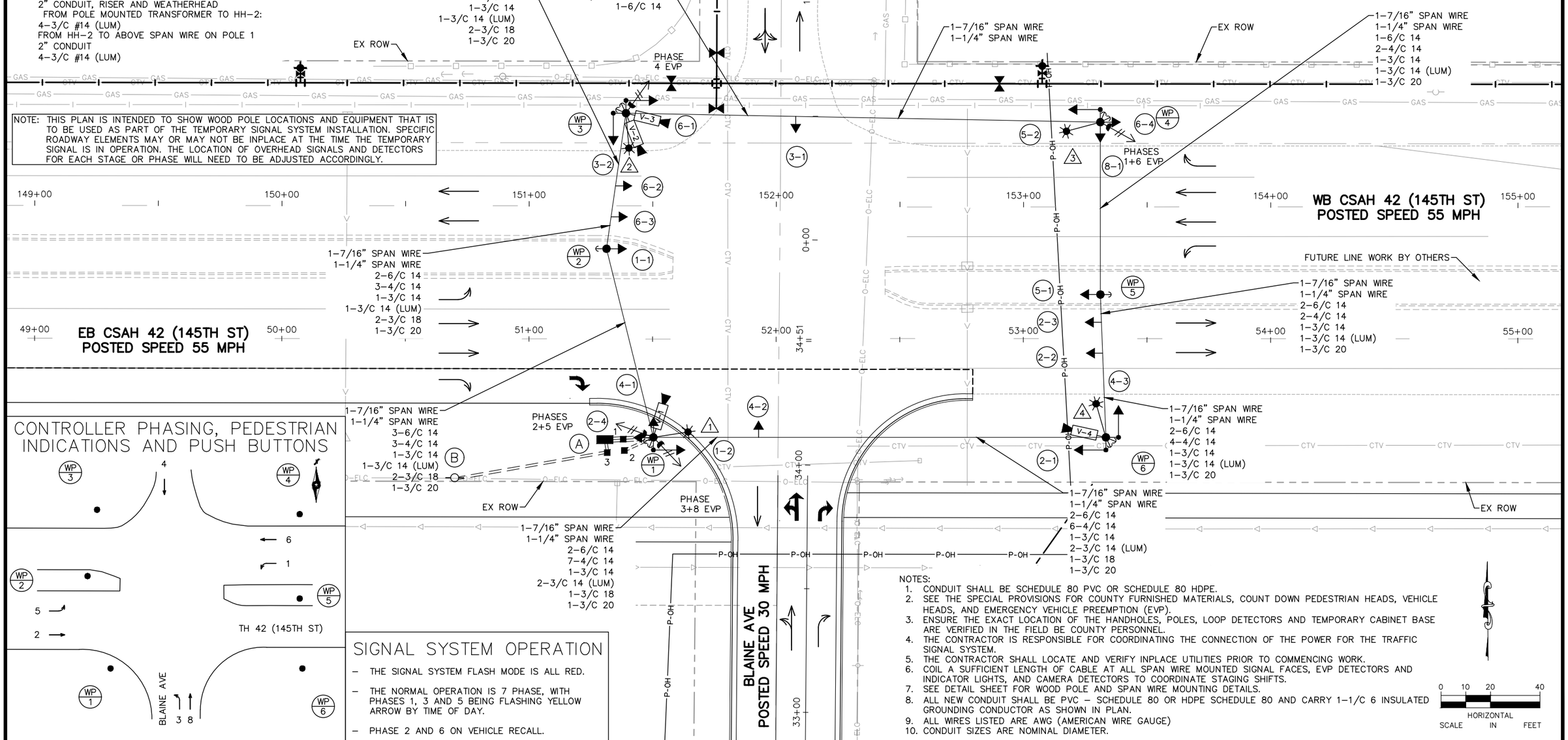
HEADS 3–1 & 3–2

SIGNAL HEAD CHART

FACE	R	Y	FYA	G	Y	G
1–1, 1–2	◁	◁	◁	◁		
2–1, 2–2, 2–3, 2–4	○	○		○		
3–1, 3–2	○	○	◁	○	◁	◁
4–1, 4–2, 4–3	○	○		○		
5–1, 5–2	◁	◁	◁	◁		
6–1, 6–2, 6–3, 6–4	○	○		○		
8–1	○	○		○		

– ALL SIGNAL INDICATIONS SHALL BE 12" LED
– ALL SIGNAL HEADS SHALL BE BLACK POLYCARBONATE WITH BACKGROUND SHIELDS

NOTE: THIS PLAN IS INTENDED TO SHOW WOOD POLE LOCATIONS AND EQUIPMENT THAT IS TO BE USED AS PART OF THE TEMPORARY SIGNAL SYSTEM INSTALLATION. SPECIFIC ROADWAY ELEMENTS MAY OR MAY NOT BE INPLACE AT THE TIME THE TEMPORARY SIGNAL IS IN OPERATION. THE LOCATION OF OVERHEAD SIGNALS AND DETECTORS FOR EACH STAGE OR PHASE WILL NEED TO BE ADJUSTED ACCORDINGLY.



CONTROLLER PHASING, PEDESTRIAN INDICATIONS AND PUSH BUTTONS

SIGNAL SYSTEM OPERATION

– THE SIGNAL SYSTEM FLASH MODE IS ALL RED.
– THE NORMAL OPERATION IS 7 PHASE, WITH PHASES 1, 3 AND 5 BEING FLASHING YELLOW ARROW BY TIME OF DAY.
– PHASE 2 AND 6 ON VEHICLE RECALL.

NOTES:
1. CONDUIT SHALL BE SCHEDULE 80 PVC OR SCHEDULE 80 HDPE.
2. SEE THE SPECIAL PROVISIONS FOR COUNTY FURNISHED MATERIALS, COUNT DOWN PEDESTRIAN HEADS, VEHICLE HEADS, AND EMERGENCY VEHICLE PREEMPTION (EVP).
3. ENSURE THE EXACT LOCATION OF THE HANDHOLES, POLES, LOOP DETECTORS AND TEMPORARY CABINET BASE ARE VERIFIED IN THE FIELD BE COUNTY PERSONNEL.
4. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE CONNECTION OF THE POWER FOR THE TRAFFIC SIGNAL SYSTEM.
5. THE CONTRACTOR SHALL LOCATE AND VERIFY INPLACE UTILITIES PRIOR TO COMMENCING WORK.
6. COIL A SUFFICIENT LENGTH OF CABLE AT ALL SPAN WIRE MOUNTED SIGNAL FACES, EVP DETECTORS AND INDICATOR LIGHTS, AND CAMERA DETECTORS TO COORDINATE STAGING SHIFTS.
7. SEE DETAIL SHEET FOR WOOD POLE AND SPAN WIRE MOUNTING DETAILS.
8. ALL NEW CONDUIT SHALL BE PVC – SCHEDULE 80 OR HDPE SCHEDULE 80 AND CARRY 1–1/C 6 INSULATED GROUNDING CONDUCTOR AS SHOWN IN PLAN.
9. ALL WIRES LISTED ARE AWG (AMERICAN WIRE GAUGE)
10. CONDUIT SIZES ARE NOMINAL DIAMETER.

0 10 20 40
HORIZONTAL SCALE IN FEET

No.	Date	Revisions	App.

DRAWING NAME: BLAINE INT_SGNL–TEMP.dwg
DESIGNED BY: BWS
DRAWN BY: GD
CHECKED BY: BKV
DATE: 10/31/2023
PROJECT NO. 160667002

Kimley»Horn

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.

BRIAN K. VILLA
DATE: 10/31/2023 MN LIC. NO. 56090

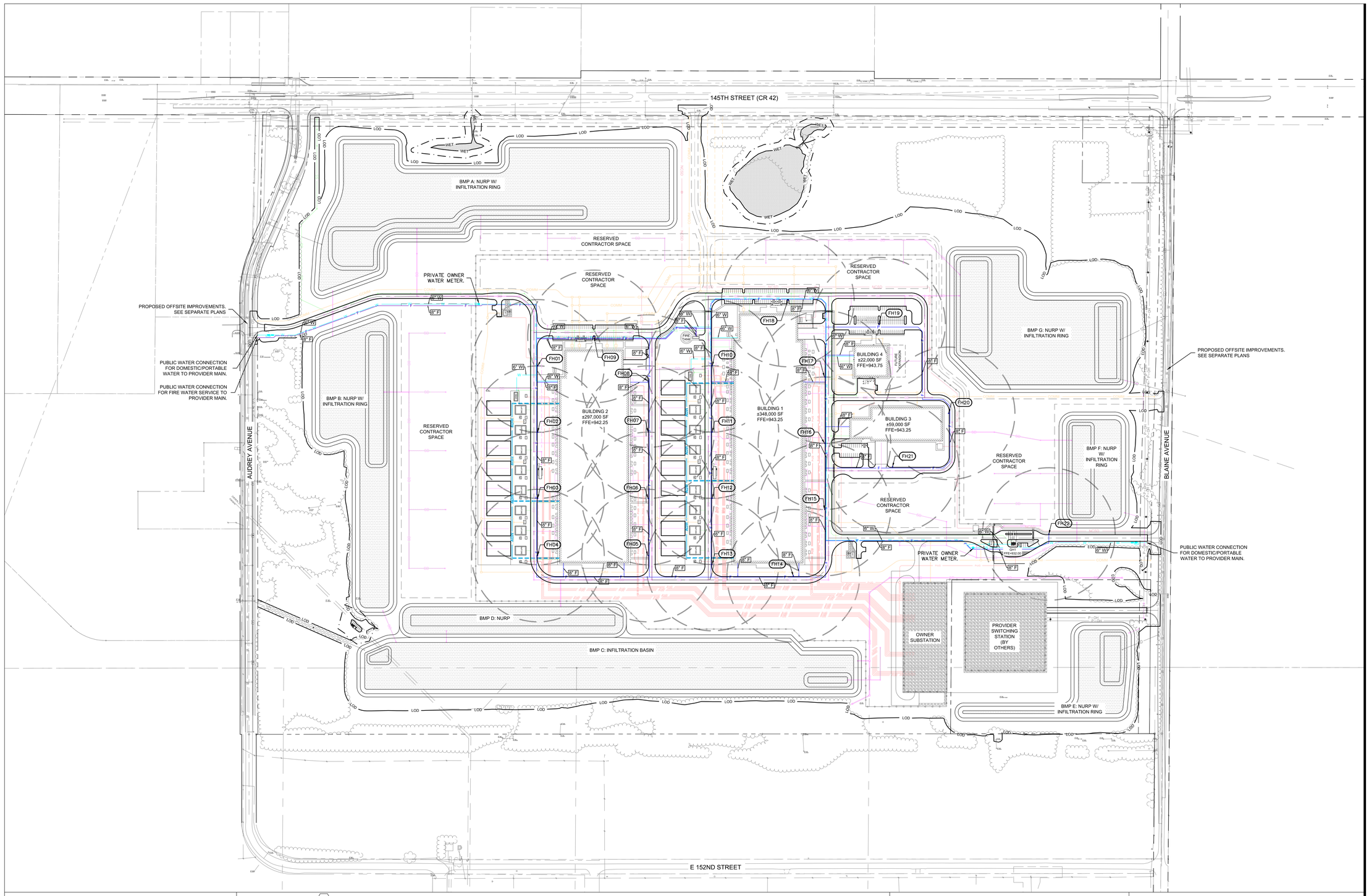
Dakota County
ROSEMOUNT MINNESOTA

ROSEMOUNT/DAKOTA COUNTY
CSAH 42 AND BLAINE AVE
TEMPORARY TRAFFIC CONTROL
SIGNAL SYSTEMS

INTERSECTION LAYOUT
TEMPORARY SIGNAL SYSTEM
T.H. 42 (145TH ST) AT BLAINE AVE

PRELIMINARY NOT FOR CONSTRUCTION

SHEET NO. 6 / 7



GENERAL NOTES

1. CONTRACTOR TO INSTALL AIR RELEASE VALVES AT ALL HIGH POINTS IN WATER LINES.
2. CONTRACTOR TO PROVIDE VALVE BOX FOR ALL VALVES LOCATED BELOW GRADE.
3. CONTRACTOR TO PROVIDE MIN. COVER PER CITY OF ROSEMOUNT STANDARDS.
4. ALL FIRE MAIN AND SERVICE SHALL BE 8" AND FIRE LOOP SHALL BE FULLY RESTRAINT JOINTED FOR 8" PRESSURIZED FIRE LOOP SYSTEM.
5. THE GEOTECHNICAL REPORT STATES THAT CORROSIVE SOILS ARE PRESENT ON THIS SITE. FACILITY WATER PIPING INSTALLED UNDERGROUND SHALL UTILIZE HDPE PIPING AS A MEANS TO MITIGATE THE CORROSIVE SOILS PRESENT ON SITE. CONTRACTOR TO REFERENCE GEOTECHNICAL REPORT AND MECHANICAL SPECIFICATIONS FOR DETAILS.
6. REFER TO LANDSCAPE CONSTRUCTION DOCUMENTS FOR IRRIGATION POINTS OF CONNECTIONS. PRELIMINARY LOCATIONS ARE LOCATED AT THE ADMIN BUILDING AND FROM THE WATER SERVICE TO THE GUARDHOUSE.
7. INSTALL THRUST BLOCKS OR RESTRAINED JOINT PIPING ON ALL DOMESTIC WATER BENDS. SEE WATER DETAILS FOR SIZING INFORMATION.
8. REFERENCE MECHANICAL PLANS FOR MCUP/DRY COOLER HOSE BIB PIPING AND HOSE BIB LOCATIONS IN DRY COOLER YARD.
9. ALL WATER MAIN PIPING SHALL BE DUCTILE IRON PIPE (DIP) CLASS 52.

CAUTION: EXISTING WETLANDS AND STREAM:

WET — CONTRACTOR SHALL NOT DISTURB ANY WETLAND OR STREAM CHANNEL AREAS.

SHEET NOTES

NOTE: NOT ALL SHEET NOTES BELOW MAY BE USED ON THIS SHEET

SHEET LEGEND

WATER LEGEND

KEY NOTE	DESCRIPTION
GATE VALVE, MJ	GATE VALVE WITH RISER AND VALVE BOX ASSEMBLY.
POC	POINT OF CONNECTION. CONNECTION TO WATER MAIN VARIES PER SITE.
POE	POINT OF ENDING. CAP WATER LINE FOR FUTURE CONNECTION.
PIV	POST INDICATOR VALVE.
FH	FIRE HYDRANT
W	PROPOSED 6" DOMESTIC WATER.
F	PROPOSED 8" PUMP OR TANK SERVICE LINE.
F	PROPOSED 8" FIRE LOOP.
AGW	PROPOSED FACILITY WATER PIPING ABOVE GRADE.
	PROPOSED FACILITY WATER PIPING BELOW GRADE.
	PROPOSED 300FT FIRE HYDRANT SPACING

KEY PLAN

olsson
2111 S 67th Street / Suite 200 / Omaha, NE 68106

No.	Description	Date

SHEET REVISIONS

ENTITLEMENT II PACKAGE	2023-10-31

PROJECT ISSUANCES

DRAFT NOT FOR CONSTRUCTION

PROJECT:

PROJECT BIGFOOT

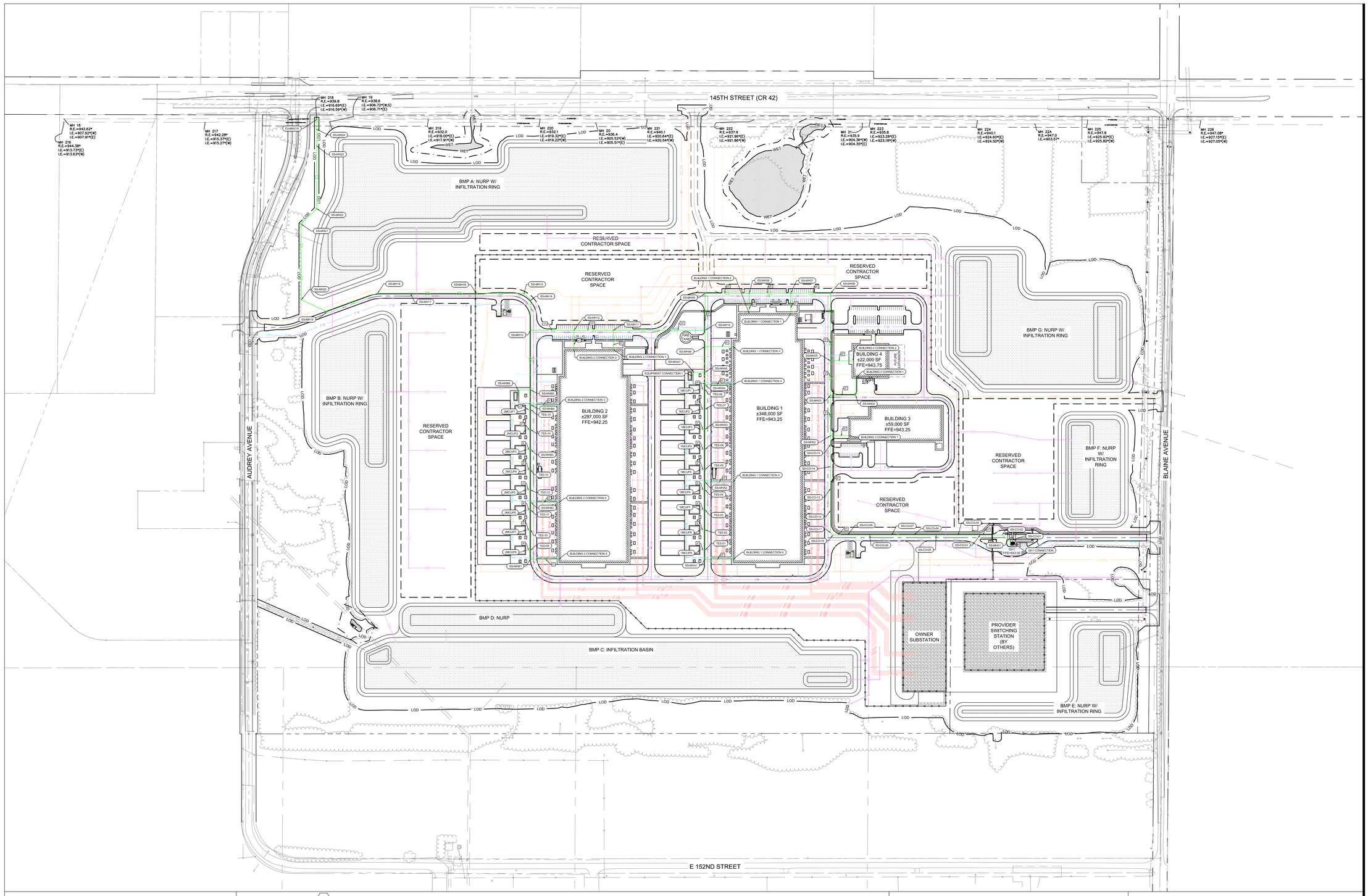
DWG. TITLE

OVERALL WATER PLAN

PROJECT NO: B22-01015
DATE: 2023-10-31
SCALE: 0' 75' 150' 300'

DWG. NO: **C500.00**

SHEET SIZE: E (36"x48")



GENERAL NOTES

1. ALL SANITARY SEWER PIPING TO BE PVC SDR-26 OR PRE-APPROVED EQUIVALENT, OR AS REQUIRED BY AHJ.
2. ALL SANITARY CONNECTION POINTS AND INVERTS REFLECT LOCATION OF PIPING 5' FROM BUILDING WALL. CONTRACTOR TO INSTALL CLEAN OUT AT MEP/CIVIL CONNECTION POINT. REFER TO PLUMBING PLANS FOR ADDITIONAL DETAILS AND INFORMATION.
3. INSTALL GREASE INTERCEPTOR IN LANDSCAPED AREA AND VENT PIPING IN ACCORDANCE WITH REQUIREMENTS OF LOCAL AHJ. LIDS TO BE FLUSHED AT SURFACE, COORDINATE LOCATION WITH SITE SPECIFIC LANDSCAPE DESIGN AND OWNER.
4. ALL NORTHINGS AND EASTINGS REPRESENT CENTER OF STRUCTURE OR MANHOLE.
5. REFERENCE SHEET C400.01 - C400.02 FOR DETAIL STRUCTURE AND PIPE INFORMATION.

CAUTION: EXISTING WETLANDS AND STREAM:

WET — CONTRACTOR SHALL NOT DISTURB ANY WETLAND OR STREAM CHANNEL AREAS.

SHEET NOTES

NOTE: NOT ALL SHEET NOTES BELOW MAY BE USED ON THIS SHEET

SHEET LEGEND

SANITARY SEWER LEGEND

SYMBOL	KEY NOTE	DESCRIPTION
	SMH - #	SANITARY MANHOLE.
	DSMH - #	SANITARY MANHOLE WITH EXTERIOR DROP CONNECTION.
	LSMH - #	SANITARY MANHOLE WITH LIFT STATION.
	BLDG - #	BUILDING CONNECTION. REFERENCE MEP PLANS FOR CONTINUATION.
	WYE - #	SANITARY SERVICE WYE.
	CO - #	45° BEND WITH CLEANOUT.
	POC	POINT OF CONNECTION TO SANITARY SEWER MAIN.
	POE	POINT OF ENDING. CAP SEWER LINE FOR FUTURE CONNECTION.
SS	SS	PROPOSED SANITARY SEWER

KEY PLAN

olsson
2111 S 67th Street / Suite 200 / Omaha, NE 68106

No.	Description	Date

SHEET REVISIONS

ENTITLEMENT II PACKAGE	2023-10-31

PROJECT ISSUANCES

DRAFT NOT FOR CONSTRUCTION

PROJECT:

PROJECT BIGFOOT

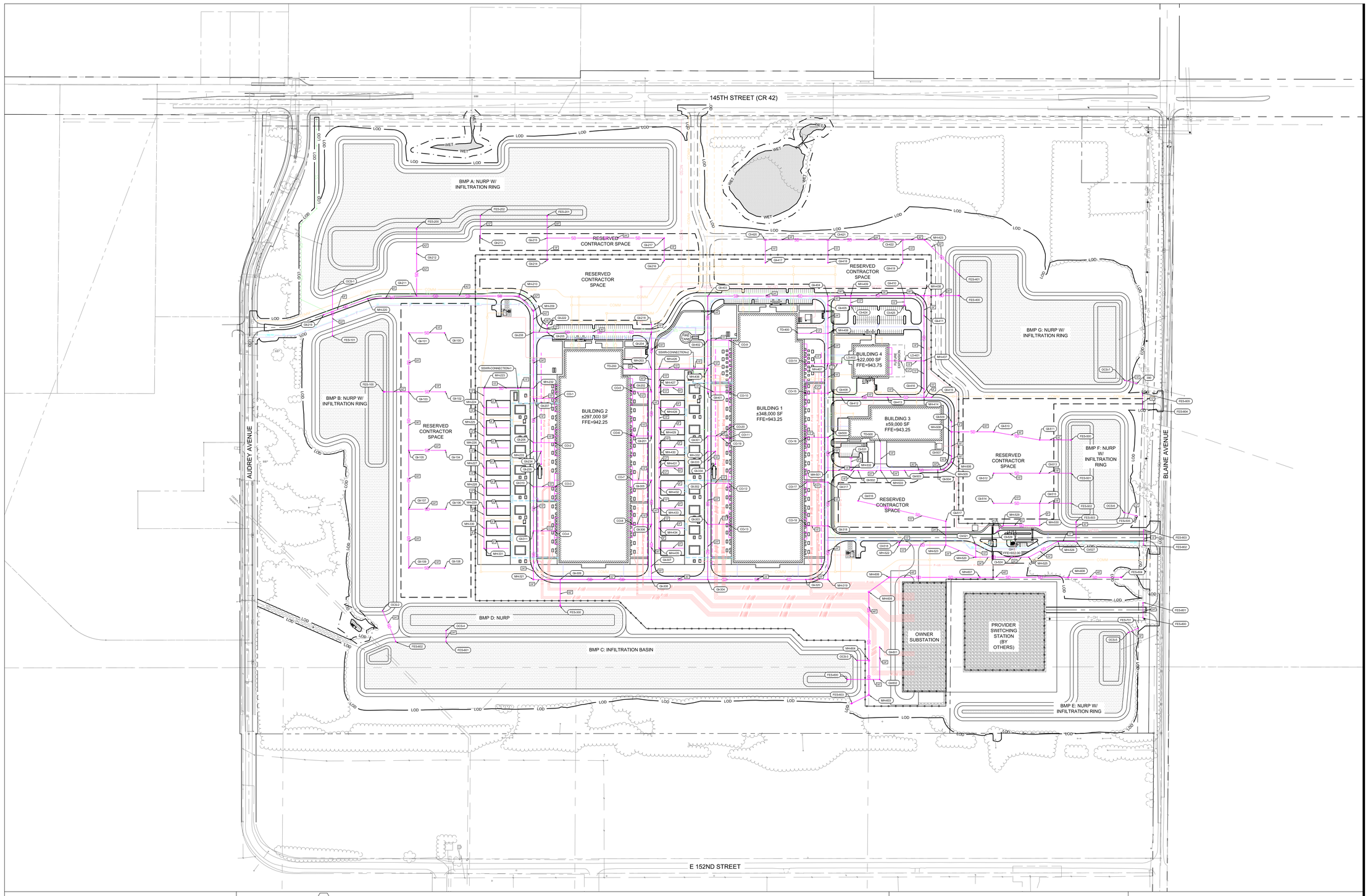
DWG. TITLE

OVERALL SANITARY SEWER PLAN

PROJECT NO: B22-01015
DATE: 2023-10-31
SCALE: 0' 75' 150' 300'

DWG. NO: **C400.00**

SHEET SIZE: E (36"x48")



GENERAL NOTES

1. ALL STORM SEWER PIPING TO BE REINFORCED CONCRETE PIPE (RCP) CLASS III OR PRE-APPROVED EQUIVALENT UNLESS OTHERWISE NOTED.
2. CONTRACTOR TO INSTALL ALL PIPE, FITTINGS, BENDS, AND STRUCTURES AS NECESSARY FOR STORM SEWER CONNECTIONS.
3. ALL NORTHINGS AND EASTINGS REPRESENT CENTER OF INLET OR STRUCTURE.
4. REFERENCE SHEET C300.01 - C300.02 FOR DETAIL STRUCTURE AND PIPE INFORMATION.
5. ROADWAY AND LOOP ROADS BETWEEN DCB AND CUP TO BE INVERTED CROWNED ROADWAY WITH GRATE INLETS.
6. GENERATOR FUELING SPILL CONTAINMENT TO BE PROVIDED AT EACH GENERATOR LOCATION. VOLUME OF THE CONTAINMENT SHALL TOTAL 3,000 GALLONS PLUS THE 25-YEAR 24 HOUR STORM DEPTH FOR THE DRAINAGE AREA SPECIFIC TO THE CONTAINMENT AREA. ABOVE GROUND AND BELOW GROUND CONTAINMENT VOLUME IS ACCEPTABLE. PROVIDE CONTAINMENT VALVE PRIOR TO ENTERING STORM SEWER DURING FUELING OPERATIONS. CONFIRM CONTAINMENT VOLUME REQUIREMENTS WITH SITE META CIVIL LEAD AND META ENVIRONMENTAL LEAD. CONTAINMENT PAD IS GRAPHICALLY SHOWN ON PLANS, TOTAL VOLUME SHALL BE CONSIDERED ON A SITE BY SITE BASIS.
7. AN INVERTED CROWN ROADWAY WITH CURB AND GUTTER SHALL BE UTILIZED FOR BASELINE ESTIMATES FOR ALL ROADWAYS WITHOUT PARKING STALLS LOCATED ON THEM. ALL DRIVE AISLES WITH PARKING STALLS SHALL HAVE CURB AND GUTTERS AND ARE NOT BEHOLDEN TO INVERTED CROWN.
8. ALL STORM STRUCTURES OUTSIDE OF THE SECURE FENCE SHALL BE INSTALLED WITH A LOCKING LID.
9. PIPE SIZES DESIGNED TO ACCOMMODATE THE 10-YEAR STORM EVENT, 10-YEAR, 24-HOUR RAINFALL INTENSITY SET AT 4.2 IN/HR BASED ON ATLAS 14 FOR CITY OF ROSEMOUNT.

SHEET NOTES

NOTE: NOT ALL SHEET NOTES BELOW MAY BE USED ON THIS SHEET

SHEET LEGEND

STORM SEWER LEGEND

SYMBOL	KEY NOTE	DESCRIPTION
	CI - #	CURB INLET
	MH - #	STORM SEWER MANHOLE
	GI - #	GRATE INLET
	FES - #	FLARED END SECTION
	LD - #	LANDSCAPE DRAIN
	TD - #	TRENCH DRAIN
SD		STORM SEWER
		PERFORATED UNDERDRAIN PIPE FOR SUBSURFACE DRAINAGE OF GRAVEL ELECTRICAL YARD. REFER TO GEOTECHNICAL REPORT FOR GROUNDWATER INFORMATION AND ADDITIONAL UNDERDRAIN/DRAIN TILE REQUIREMENTS.

KEY PLAN

olsson
2111 S 67th Street / Suite 200 / Omaha, NE 68106

No.	Description	Date

SHEET REVISIONS

ENTITLEMENT II PACKAGE	2023-10-31

PROJECT ISSUANCES

DRAFT NOT FOR CONSTRUCTION

PROJECT:

PROJECT BIGFOOT

DWG. TITLE

OVERALL STORM SEWER PLAN

PROJECT NO: B22-01015
DATE: 2023-10-31
SCALE: 0' 75' 150' 300'

DWG. NO: **C300.00**

SHEET SIZE: E (36"x48")

October 31, 2023

Anthony Nemcek
Senior Planner
City of Rosemount
2875 145th Street
Rosemount, MN 55068

Dear Mr. Nemcek,

Kimley-Horn, on behalf of Jimnist LLC is submitting an application for a **Preliminary Plat, Final Plat, and PUD Final Site and Building Plan** for a proposed ±280-acre development site, dubbed "Project Bigfoot" in the southwest quadrant of County Road 42 and Blaine Avenue within UMore Park. The current Land Use of the property is designated as BP-PUD per the specific rezoning approved in March 2023.

Development Plan and Design:

Project Bigfoot is a technology campus for a confidential user. This technology campus will be comprised of 2 main function buildings and additional ancillary buildings and support areas. The buildings will be constructed of high-quality materials with complementary architectural features within the campus. The uses include office space, servers, and support equipment in a campus setting of complimentary one-story buildings. It does not include distribution or production. In addition to the buildings, the site will consist of green space, employee and visitor parking areas, site utilities, landscaping, and stormwater management areas.

The proposed development will be screened by a minimum 75' buffer surrounding the site which includes new and existing plantings and stormwater management areas. Overall, the project is planning to save roughly 50% of the existing tree canopy. Over 750 trees will exist on the site with the development of the proposed project. Majority of these trees are between the buildings and the property lines. With all of the main function buildings being set back more than 875', the distance and landscape/wooded areas will create a substantial buffer in viewshed and noise from the adjacent ROWs and adjacent properties. The proposed buildings will be no more than 50' tall and have minimal visual impact to the surrounding landscape. City code requires a total of 364 parking spaces for the proposed use with 283 stalls being provided on the current site plan. The difference is stalls is fulfilled by proof-of-parking.

Acoustical studies have been analyzed to inform and optimize site design such that noise levels around the site will be minimized particularly during off-peak hours, and kept within MN State Statutes. The above-mentioned 875'-plus building setback, existing woodland areas, and proposed landscape areas in conjunction with noise dampening mitigation on the equipment allow the site to function under noise regulations.

The main access to the development will be from an access on Blaine Avenue, and a secondary access on Audrey Avenue to the west. Pedestrian access is provided from Blaine Avenue to the east. Sidewalks will also be added on Audrey Avenue, bordering Dakota County Technical College.

The proposed site development will include onsite and offsite utilities, including sanitary sewer, water, electrical duct banks, and fiber duct banks. These utilities are proposed to be located beneath the ground surface except for an overhead transmission line along the eastern boundary of the site leading to a proposed electrical substation; the electrical transmission line and substation are designed and provided by others. The sanitary sewer will include an onsite lift station and discharge to an existing MCES main in the northwest corner of the site. The onsite water will connect to proposed public watermains within Audrey Avenue and Blaine Avenue. All onsite and offsite utilities will be designed and constructed to City and state standards and regulations. Water utilization for the proposed project has been budgeted with the City, as to not overburden the City's water system. The proposed project does not qualify as a Significant Industrial User as defined by the MPCA.

Site lighting will be provided throughout the site for user safety. Site lighting will be consistent in character throughout the entire site, with all light being directed toward the ground and shielded to prevent direct glare. The light levels will meet City standards by not exceeding 0.5 lumens at residential property lines and 1.0 lumens at all others, while keeping fixtures below the maximum height of 30'.

Public Improvements:

Offsite improvements proposed by the applicant as part of this development are the reconstruction of Audrey Avenue to the west and Blaine Avenue to the east. The improvements will be phased to support construction and into the final built condition.

Audrey Avenue is an existing approximately 30' wide private asphalt street. The proposed development includes dedicating right-of-way to the City of Rosemount and improvement of the street to a 36' wide urban section including two-way traffic lanes with curb and gutter, storm sewer, a 10' multi-use asphalt path, and 5' concrete sidewalk. Additionally, as part of the improvements, a public 12" watermain is being installed within the Audrey Avenue right-of-way to the southern property line of the development.

To facilitate future development and connection to the north of CSAH 42, Audrey Avenue is being realigned just south of the CSAH 42 intersection. Due to this realignment, median improvements are proposed within CSAH 42 including extending the median nose from the west and modifying the median nose to the east

of the intersection. All improvements are designed to Dakota County and City of Rosemount standards and specifications.

Blaine Avenue is currently an approximately 26' wide private asphalt road along the eastern boundary of the proposed development. The proposed development includes dedicating right-of-way to the City and improvement of the street to a 30' wide street with an offset crown. The street will be constructed to include curb and gutter and associated storm sewer along the western curb line, and a rural section with shoulder and ditch on the east side. It is anticipated that Blaine Avenue will need to be further expanded in the future, when anticipated traffic level warrant, therefore, the 30' wide section has been designed to accommodate the future expansion to the east side of Blaine. As part of the Blaine Avenue reconstruction, a 16" watermain will be installed within the right-of-way.

The proposed development is a high construction-traffic generator, including AM and PM peaks for vehicles traveling along CSAH 42. Due to the anticipated high traffic levels for construction, a temporary traffic signal is proposed, with the addition of a northbound right turn lane and eastbound right turn lane, at the intersection of Blaine Avenue and CSAH 42 to mitigate construction traffic. Operating traffic generation is based on 300 employees with minimal truck traffic, which is relatively low for the size of site and comparable uses, such as light industrial/warehouse based upon the zoning classification.

We respectfully request that the PUD Final Site & Building Plan, Preliminary Plat, and Final Plat be presented at the next available Planning Commission meeting for consideration. If you have any questions or concerns, please contact me at (651) 643-0470.

Sincerely,

Trisha D. Sieh, P.E.
Vice President

Kimley»Horn

TRAFFIC SUMMARY

To: City of Rosemount & Dakota County

From: Jacob Rojer P.E., PTOE

Date: October 31, 2023

Subject: Project Bigfoot Traffic Analysis Summary

Kimley-Horn has worked with the City of Rosemount and Dakota County to analysis the traffic impacts of Project Bigfoot on the surrounding roadway network. Due to the unique nature of the site and the development potential along the CSAH 42 corridor, traffic was analyzed and discussed in four traffic memos to allow the city and county to review and provide input on how to approach the following scenarios of the traffic analysis. A summary of the traffic memos is outlined below.

- **Traffic Memo #1 – 2022/2023 Existing Conditions**
  - Documented existing traffic counts at the study area intersections.
  - Documented future traffic growth rate and future development assumptions.
  - Analyzed available gaps along CSAH 42 for vehicles turning from Blaine Avenue.
  - Documented the anticipated trip generation for the project Bigfoot site in the construction condition (3 years) and the normal operating conditions (2027).
- **Traffic Memo #2 – 2024 Construction Conditions**
  - Analyzed 2024 construction traffic conditions for project Bigfoot with and without mitigation.
  - Analyzed 2024 construction traffic conditions for project Channel (development north of CSAH 42) with and without mitigation.
  - Analyzed 2024 construction traffic conditions for the combined project Bigfoot and project Channel with and without mitigation.
  - Completed signal warrant analysis for the three analysis scenarios outlined above. Signal Warrants 2 & 3 were met for all analysis scenarios; however, Dakota County standard is volumes need to meet Warrant 1 to approve a new signal.
- **Traffic Memo #3 – 2027 Build Conditions – TH 52 Interchange Options**
  - Analyzed five different scenarios at the CSAH 42 & TH 52 interchange to determine mitigation options to accommodate Project Bigfoot and other proposed developments in the area. The five scenarios were:
    - Scenario 1 – Existing geometry and traffic control
    - Scenario 2 – Existing geometry with traffic signals
    - Scenario 3 – Extended single left turn lane through southbound ramp terminal for the eastbound to northbound movement onto TH 52.

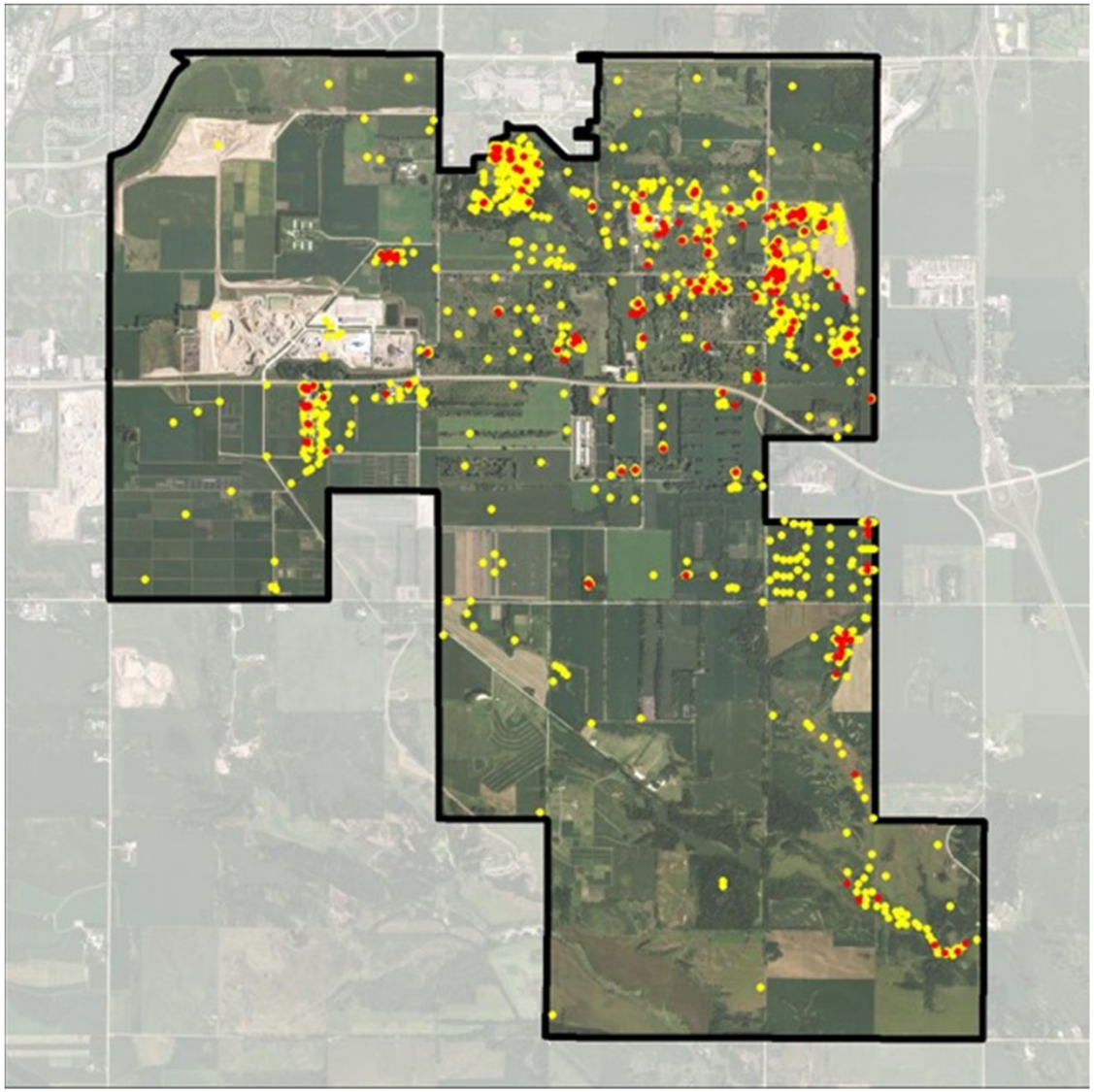
- Scenario 4 – The addition of dual left turn lanes for the eastbound to northbound movement onto TH 52. The eastbound through lanes would be shifted to the south to accommodate the additional lane under the bridge.
- Scenario 5 – Restripe the eastbound direction of CSAH 42 to include dual left turn lanes onto TH 52 and a single eastbound through lane. Restripe the westbound direction of CSAH 42 to a single through lane at the interchange with the southbound right turn onto CSAH 42 as an add lane.

- **Traffic Memo #4 – 2027 Build Conditions**
  - Analyzed the 2027 no-build conditions (only background growth)
  - Analyzed the 2027 project Bigfoot normal operations.
  - Analyzed the 2027 project Channel (development north of CSAH 42) normal operations.
  - Analyzed the 2027 traffic conditions for the combined project Bigfoot and project Channel.
  - Determined mitigation recommendations for the 2027 analysis scenarios outlined above.

UMore Park Remedial Investigation Results

Scan the QR Code for more information

- Completed in 2017 under the supervision of the Minnesota Pollution Control Agency (MPCA)
- UMN and MPCA held public meetings in Rosemount to review the work plan and the results
- Red dots indicate an exceedance of residential soil standards for one or more chemicals, which may need to be addressed depending on future land use
- Yellow dots indicate soil samples that do not exceed residential soil standards; *no cleanup required prior to residential development*
- No groundwater contamination



Project Bigfoot – Noise Study Highlights

Analysis Process
A qualified acoustic engineering firm has conducted various noise analyses to determine the potential noise impact from the project to the surrounding area. These comprehensive assessments included measuring the existing ambient noise and using industry-standard noise modeling software to predict operating noise levels from the data center facility. The Site Plan underwent careful optimization to minimize any potential noise disturbances for neighboring entities.

Compliance with State and Local Regulations
Noise modeling projected that the three operating scenarios were in compliance with all applicable noise requirements of the site, including criteria of those for the State of Minnesota, Dakota County, and the City of Rosemount.

During a constant mechanical operating scenario noise levels from the project are predicted to be between 2 dB and 15 dB below the aforementioned regulatory criteria at the nearest residences. During a generator maintenance scenario, project noise levels are predicted to be between 1 dB and 15 dB below the criteria at the nearest residences. Residences studied were those immediately north of the site on Hwy 42.

Low Frequency Noise Concern
As part of the noise analysis referenced above, ⅓ octave band data were evaluated, which verified the absence of low frequency noise concerns in selected equipment. The proposed facility would produce noises throughout the continuous audible frequency spectrum, including an organic mix of low, medium, and high frequencies. The organic mix of frequencies and equipment selected for the site were confirmed to not contain low-frequency pure tones. The equipment planned for the site has not been associated with disruption to wildlife.

ROSEMOUNT
PARKS AND RECREATION

M E M O R A N D U M

To: Adam Kienberger, Community Development Director
Anthony Nemcek, Senior Planner
Julia Hogan, Planner

From: Dan Schultz, Parks and Recreation Director

Date: November 17, 2023

Subject: Jimnist LLC Development

The Parks and Recreation Department recently reviewed the plans for the Jimnist LLC Development. After reviewing the plans, the Parks and Recreation Department staff has the following comments:

Parks Dedication
The parks dedication requirement for a business park development is either a 10% of the total property area, a cash dedication in-lieu of land or combination of the two. The parcel being developed is 265.07 acres.

Staff is recommending that the City collect cash in-lieu of land for the Jimnist LLC development. The cash dedication for the development is $2,252,500 (10% of 265.07 acres x $85,000 per acre).

Please let me know if you have any questions about this memo.

Memorandum

To: Brian Erickson, City Engineer
Nick Egger, Director of Public Works
Anthony Nemcek, Senior Planner

From: Amanda Sachi
Bill Alms
Henry Meeker
Ray Theiler
John Lapointe
Kris Keller

Date: November 22, 2023

Re: Project Bigfoot Engineering Review
WSB Project No. 023927-000

We have reviewed the documents for project 'Bigfoot', a proposed technology campus located south of 145th Street (County Road 42) between Audrey Avenue and Blaine Avenue in the eastern portion of the City provided by Olsson and Kimley Horn on November 1, 2023.

Documents reviewed include:

- Project Bigfoot Site Plans, dated 10/31/2023
- Project Bigfoot Stormwater Report, dated 10/31/2023

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

General Comments:

1. General
    a. Submit for and provide copies to the City of all required permits from regulatory agencies (MCES, Minnesota Pollution Control Agency, Minnesota Department of Health, NPDES, etc.)
    b. Future submittals will need to be at City approved scales (maximum 50:1 plan view). Future reviews may include additional comments generated by the increased detail provided by the refined scale.

Site Plan Comments:

1. General
    a. Provide typical pavement sections for all surfaces based on geotechnical information and recommendations for the site.
    b. Provide turning movements for all emergency, delivery and garbage vehicles.
    c. Coordinate phasing and construction of temporary construction access road with Dakota County

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i. Temporary Construction Access Road to be reviewed and approved by Dakota County

d. A Signalized intersection will be necessary at County Road 42/145th Street and Blaine Avenue in 2024
   i. Determine whether that construction will be led by the County or developer

e. See additional redline comments on Sheet 100.00

Grading Plan Comments:

1. General
   a. The Overall Grading Plan shows wetlands scattered around the site. The "wet" elevations shown for these wetlands in in the range of 930.0 to 932.0 feet. WSB has not reviewed geotechnical information (soil borings, etc.) for this project at this time, however it appears that the water table across the site is very high. It is possible that the "wet" elevations shown for the wetlands is in fact the water table elevation. There are several infiltration basins placed around the perimeter of the site. These infiltration basins have bottom elevations ranging from 907.70 feet to 928.00 feet. It is questionable whether any infiltration basin with a bottom elevation lower than the wetlands' "wet" elevation of 930.0 to 932.0 feet will provide adequate infiltration of storm water.
   b. Provide enlarged grading plan at maximum 1" = 50' scale
   c. Provide EOF elevations and routes for all low points in the paved areas and green spaces
   d. Provide all high points
   e. See additional redline comments on Sheets C200.00

Utility Comments:

1. General

   The storm sewer, sanitary sewer and watermain infrastructure shown on the draft drawings is intended to serve a development consisting of four (4) buildings with a combined surface area of 726,000 square feet (SF), plus an electrical substation and switching station.

   a. See additional redline comments on Sheets C300.00-C500.00

2. Storm Sewer
   a. A detailed review of the layout and elevations of the storm sewer piping was not conducted by WSB at this time because of the uncertainty concerning the overall design of the storm water infiltration basins.

3. Sanitary Sewer
   a. The Overall Sanitary Sewer Plan shows a new sewer line for the Bigfoot development connecting to an existing sanitary sewer manhole (MH # 218) along 145th Street. Going south out of MH 218, then east along the new site access

road, the new sanitary sewer is shown as 12-inch in diameter from new MH 24 to new MH 13. From MH 13 to MH 10 the new sewer is shown as 10-inch diameter. The sanitary sewer lines upgradient from MH 10 (from MH 10 to MH 5) are 8-inch diameter. Smaller, 6-inch diameter, sewer lines extend southward from the main sewer line between MH 24 and MH 5. The Overall Site Grading Plan contains a table which indicates that the "total requested (wastewater) flow from utility" is 150 gpm. It is unclear why the Overall Sanitary Sewer Plan calls for 12-inch diameter pipes from MH 24 to MH 13 and 10-inch diameter pipes from MH 13 to MH 10 when the maximum anticipated flow in these sewer segments appears to be 150 gpm. An 8-inch diameter pipe at minimum slope (0.4%) will carry approximately 335 gpm.

b. There is a major "bust" in the flow line elevations of the sanitary sewers across the site. The flowline leaving MH 5 is 931.24 ft. From MH 5, wastewater flows down to MH 15, entering MH 15 at elevation 910.23. At MH 15, without the aid of a lift station, the flowline existing the manhole jumps up to elevation 930.79. From MH 15, wastewater flows down to MH 24 where is enters at a flowline elevation of 920.04 feet. WSB recommend a complete re-design of the sanitary sewer system.
c. The sanitary sewer connection and structure adjustments to existing manhole 218 will need to be reviewed and approved by the Metropolitan Council (MCES)
    i. Note, pipe size and elevation information differs between the tables and connection exhibits (C4.01.01; C4.01.02)
d. The piping information implies that a lift station is used in SS-MH01 near the guard house
    i. If present, call out lift station and provide details

4. <u>Watermain</u>
    a. Clarify the need for separate "domestic/potable" and "fire water" water mains between the city water main along Audrey Avenue and the fire water tank in the middle of the site. A single connection to the municipal water supply main could be used to supply both domestic/potable and fire water demands. There may be a need for a looped fire water system, separate from the domestic/potable water system if chemicals are added to the fire water loop which are not acceptable for domestic/potable use. However, if there are no chemical additives needed for the fire water, then one network of water lines could be designed to meet the overall site water demands.
    b. Clarify the small loops present on the watermain near each connection point (similar to PRV configuration)
    c. Connection to the future 12" watermain along Audrey Avenue will need to be coordinated with the Audrey Avenue Improvements project design and the necessary stub(s) being provided.
    d. Connection to the future 16" watermain along Blaine Avenue will need to be coordinated with the Blaine Avenue Improvements project design and the necessary stub(s) being provided

e. A temporary connection to the 16" watermain on the north side of County Road 42/145th Street may be necessary due to phasing and scheduling of adjacent projects.
    i. Coordinate with the County Road 42 watermain project design so that the necessary water stub is provided
    ii. A casing would be required under County Road 42/145th Street
    iii. The casing/crossing would need to be reviewed and approved by Dakota County
f. Maintain minimum 10' horizontal separation with the watermain from sanitary and storm sewers.
g. Provide details of the proposed fire tank

Stormwater Management Comments:

1. General
    a. A NPDES permit will be required since over an acre of disturbance is proposed.
    b. Signed plans will be required for final permit approval.
    c. An operations and maintenance agreement is required to specify parties responsible for specific stormwater maintenance obligations.
        i. It is recommended to divide BMPs based on if they receive runoff from private site storm sewer or public road storm sewer.
    d. The electronic version of the HydroCAD model is requested to be submitted with future submittals to aid in review.
    e. See additional redline comments on Sheet C300.00

2. Ponds and Wetlands
    a. Changes to overall BMP locations and flow are recommended to ease long-term maintenance responsibilities and integrate the basins into the City's surface water management plan. These changes are summarized on the markups of plan sheet C300.00.
    b. Label all regional basins with corresponding existing basin regional ID.
    c. Applicant to note snowmelt event high water levels for the proposed ponds on the grading plans.
    d. Applicant to show maintenance access routes to the proposed basins on the plans. The City Engineering guidelines note maintenance access paths should be a minimum width of 10 feet at 8% maximum grade and a maximum 2% cross slope.
        i. If maintenance access requires passing through a fence, gates must be proposed.
    e. Applicant to ensure that the modeled NWLs match the elevations called out on the plans. For example, BMP B is modeled with a NURP cell NWL of 922, but sheet C200.00 shows a NWL of 923.7.

3. Emergency Overflow Routes:
    a. Applicant to show the emergency overflow elevations and locations for all proposed basins and site low points on the plans.

4. Retaining Walls:
    a. Not applicable.

5. Erosion Control:
    a. A SWPPP narrative will be required with future submittals since the site will disturb over one acre. This narrative must include street sweeping for dust control.
    b. As the proposed site is greater than 50 acres, erosion control elements will be reviewed by the MPCA and City according to the checklist found at https://www.pca.state.mn.us/sites/default/files/wq-strm2-47.doc.
    c. A phased grading plan will be required such that the entire site is not disturbed at once. Ideally temp sedimentation basins will be located in areas of future NURP Basins.
    d. Dual silt fence must be specified around all proposed infiltrating surfaces until final stabilization has been reached to maintain soil permeability.
    e. Silt fence is required around delineated wetlands to ensure they are not degraded as a result of site disturbance.
    f. Applicant to justify proposed turf reinforcement mats. Non-biodegradable reinforcement on pond side slopes is not permissible and rolled erosion control blankets with native seedings are preferred.

6. Grading:
    a. 4:1 Max slopes appear to be met around the site except for BMP E. Please review and update as needed.

Stormwater Management Plan:

1. General Storm Sewer Design
    a. Storm sewer capacity calculations must be provided in future submittals to confirm storm sewer is being sized for the 10-year storm event.
        i. Proposed pipe capacity must also be demonstrated as sufficient to pass the required 42.6 cfs (Basin 2013) and 7.04 cfs (Basin 1896) from offsite flows.
    b. Applicant to provide storm sewer profiles for review of routing and utility crossings for any ROW, trunk storm sewer, or public maintained systems.
        i. Depth of underground power should be provided as well to ensure no conflicts with its numerous storm sewer crossings.
    c. Storm sewer should be consolidated to reduce the number of outfalls to the maximum extent possible.
    d. Applicant to add proposed storm sewer on Audrey and Blaine Avenues to the plans and include it in the storm sewer sizing calculations.
        i. All proposed storm sewer within the right of way must be a minimum diameter of 15” and consist of RCP.
    e. Applicant to note structure type for Grate Inlets specified in plans.
    f. Per City standard design, roadway drainage shall be provided with inlets on curb and gutter rather than in the middle of the driving space.

g. Per City standard details, sheet piling will be required for all flared end sections on pipe diameters 24” and greater.
h. Flow velocities into BMPs must be 6 fps or less or approved by City Engineer.
i. OCS-4 must include a skimmer pipe below the NWL of BMP D to ensure the structure does not get clogged with floatable debris.

2. Water Quantity
   a. Drainage area C-DA-6 appears to capture a portion of the roof runoff from Building 1 based on the storm sewer plan, but the proposed drainage area map in the stormwater report does not show it included. Please clarify this drainage area.
   b. For the purposes of determining site HWLs, exfiltration cannot be included in the modeling of regional basin 1905.
   c. Drainage area C-DA-2 should include impervious runoff area from the proposed gravel surface of the substation and associated access road. The proposed HydroCAD model only shows grassed cover.

3. Rate/Volume Control
   a. No outflows are allowed offsite for storm events besides the snowmelt event. Based on Table 3 of the stormwater report, all modeled events produce offsite outflows.
   b. As drainage areas C-DA-5 and C-DA-8 are within site limits, they must flow to a BMP prior to discharging offsite.
   c. OP-DA-11 and OP-DA-12 must be routed to a site BMP or be conveyed in a manner that is accessible and maintainable by the City such as a pipe or swale within easement around the perimeter of the site. The current proposed pipe within the fenced portion of the site would not allow for access and maintenance. City Subwatershed map shows additional offsite area south of 152nd Street flowing onto the site. Developed curve numbers shall be used in sizing the ultimate ponding footprint for these areas. Full expansion of the basins may be deferred until future development occurs at the discretion of the City Engineer.
   d. Applicant to clarify discrepancy between modeled flow rates in the snowmelt event and the rates provided in Table 2 of the stormwater report. For example, node 19R shows a flow of 24.49 cfs, but the table reports a flow of 6.86 cfs.
   e. The outlet for BMP F erroneously routes the sluice gate flows to primary discharge rather than the outflowing culvert.
   f. The sluice gate for BMP D is not required as the basin serves as pretreatment for BMP C.

4. Freeboard
   a. No comments.

5. Water Quality
   a. It appears that the NURP volume was determined by applying a flat 2.5” across the contributing drainage area to each BMP. A less conservative volume may be used by modeling a 2.5” rain event in HydroCAD to determine the NURP volume while factoring initial abstraction into this runoff.

6. Easements
    a. Drainage and Utility Easements required over all publicly owned stormwater facilities and access routes. This comment will be reviewed in more detail with future submittals.

ROSEMOUNT
COMMUNITY DEVELOPMENT

MEMORANDUM

To: Anthony Nemcek – City Planner
Adam Kienberger – Community Development Director

From: Jon Phelps – Chief Building Official & Fire Marshal

Date: 11/21/23

Subject: Project Bigfoot

The following comments are provided based on a preliminary site plan review:

1) All access service doors around building required to be numbered.
2) Ensure that all unlabeled turn radii meet a minimum of 25 feet inside turn radius and maintain a 20-foot width.
3) All gates into the facility must comply with Minnesota State Fire Code.
4) The required number of hydrants, their spacing and proximity to the structures must be in accordance with the Minnesota State Fire Code.
5) Fire Hydrant Loop required, loop not allowed to supply a fire pump.
6) Knox box access required. Exact locations to be determined with site meeting/discussions with Fire Marshal.
7) Fire Tank is required to meet NFPA 22.

Jon Phelps
Chief Building Official & Fire Marshal
City of Rosemount
651-322-2027
jon.phelps@rosemountmn.gov

FINAL ALTERNATE URBAN AREAWIDE REVIEW UPDATE

UMORE STUDY AREA

Original AUAR:	August 2013
Update 1:	August 2018
Revised:	October 8, 2018
Update 2:	December 1, 2023
Revised:	December 20,2023

Prepared for:

City of Rosemount

2875 145th Street West

Rosemount, MN 55068

WSB PROJECT NO. 022511-000

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Appendix A – Figures

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Appendix B – U.S. Fish and Wildlife Service's (USFWS) IPaC Review

Appendix C – DNR Natural Heritage Database Review

Appendix D – Comments and Responses to the AUAR Update

I. INTRODUCTION AND PURPOSE

The UMore Study Area is approximately 4,900 acres located in the southern portion of the City of Rosemount and the northern portion of the City of Empire (**Appendix A - Figure 1-2**). The City of Rosemount was given RGU authority through a Joint Power's Agreement with Empire Township. A new JPA is being drafted, however Rosemount is expected to remain as RGU. The City of Rosemount adopted the UMore Alternative Urban Areawide Review (AUAR) in August 2013 and completed an update to the AUAR in 2018. Pursuant to Minnesota Rules 4410.3610 Subp. 7, for the AUAR to remain valid as the environmental review document for the area, the document needs to be updated every five years until all development in the study area has received final approval. Since undeveloped areas still remain in the study area and the AUAR will expire in 2023, the purpose of this document is to update the AUAR pursuant to Minnesota Rules.

The 2013 AUAR evaluated four development scenarios. The 2018 Update provided an update to the City of Rosemount's 2030 Comprehensive plan amendment.

Since 2018, the City of Rosemount updated their 2040 Comprehensive plan, and the land use plan was updated to change an area of Agricultural Research to a Business Park. Empire Township updated their 2040 Comprehensive Plan in 2020 and was incorporated into a City in 2023. The City of Empire is developing a City Comprehensive Plan. **Figure 3, Appendix A** shows the Planned Land Use based on the 2040 Comprehensive Plans. The land uses are in conformance with or are less intensive than Scenario 3 and therefore conform to the AUAR.

The August 2013 AUAR and 2018 update are available for review on the City of Rosemount's website in the Planning and Zoning section. This report is intended to serve as an update of the AUAR and includes a review of the areas that have and have not developed, an update to the environmental analysis as needed, and a review of the mitigation measures.

II. APPROVED DEVELOPMENT/CURRENT CONDITIONS

Figure 4, Appendix A shows the location of the approved development within the study area. Of the 4,900 acres in the study area, approximately 715 acres have been approved for development. The gravel mining operation in the western portion of the study area has progressed. This work is outside of the AUAR, and a separate, individual Environmental Impact Study (EIS) was completed for this work in 2010. Since the 2013 AUAR, one development has been approved, and is as follows:

- Amber Fields: The City of Rosemount has approved development of Amber Fields, northwest and east of Akron Ave within the study area. Grading and development of single-family homes and townhomes are underway.
- Project Bigfoot: The City of Rosemount has a submittal for the development of Project Bigfoot, east of Audrey Ave and west of Blaine Ave E within the study area. This project is pending approval. There are two planned utility projects

within the Project Bigfoot area; a city water tower is planned for the northeastern corner and an Xcel switching station is planned in the southeast portion.

III. AREAS REMAINING TO BE DEVELOPED

Of the 4,900 total acres, there are approximately 4,185 acres remaining in the study area that have not been approved for development between the City of Rosemount and the City of Empire. The City is aware of a proposed Opus development, east of Blaine Ave E within the project area; however the City has not received a formal plan as of the adoption of this update. Undeveloped areas are shown in **Figure 4**.

Timeline: The City of Rosemount and the City of Empire anticipate development to occur over the next 15 to 25 years depending on market conditions. Development is expected to be phased from the north in Rosemount along County State Aid Highway (CSAH) 42 to the south extending into Empire. The timing of development in the western portion of the study area will be influenced by the timing of mineral extraction and restoration of the property to accommodate urban development.

IV. UPDATE TO THE ENVIRONMENTAL REVIEW

Threatened and Endangered Species: The U.S. Fish and Wildlife Service's (USFWS) online Information for Planning and Consultation (IPaC) tool was queried for federally listed species. The federally listed endangered Northern long eared bat (Myotis septentrionalis) and Rusty patched bumble bee (Bombus affinis) species have the potential to occur within the study area and require avoidance and minimization measures. The correspondence is included in **Appendix B**.

The DNR Natural Heritage Database information was requested for this AUAR Update. The State-listed threatened Blanding's turtle (*Emydoidea blandingii*) has been documented in the vicinity of the proposed project and has required avoidance measures. This correspondence is included in **Appendix C**.

Historical and Cultural Resources: Updated data from the State Historic Preservation Office (SHPO) was requested. There are no new listings within the project area.

Hazardous Waste and Contamination: A review of the current Minnesota Pollution Control Agency (MPCA) What's in My Neighborhood Database was completed to identify sites with known, or suspected contamination within the study area. There are no additional sites of potential environmental concern beyond those identified in the 2018 AUAR Update, and there are no pertinent updates to sites previously identified in the 2018 AUAR Update.

Municipal Water and Sewer: Rosemount completed the "East Side Utilities Study" in May 2016. The purpose of this study was to further refine recommendations for providing municipal utility service to the East Side of Rosemount, generally east of TH52. While this study was primarily outside of the UMore study area, it did include the very eastern portion of the UMore AUAR Study Area. No changes to the UMore AUAR are needed as a result of this study. This study is available upon request.

In a June 6, 2017 memo, the City evaluated possible utility extensions to the area south of CSAH 42 and west of Dakota County Technical College to serve a small portion of the UMore Study Area. Based on the review, water and sewer could be

extended to the area and no lift stations would be required to serve this planned, small residential area until such time as more development occurred in the area. The residential development south of CSAH 42 and west of Dakota County Technical College is under construction and no other development has occurred. No changes in mitigation in the AUAR resulted from this study.

Rosemount completed its evaluation of a possible sanitary sewer extension from the north side of CSAH 42 along the west side of TH 52 to determine if a small portion of development in the northeast corner of the UMore development could be served without the use of a lift station. The study was completed in 2019 and it concluded that the northeastern side of the area would not require the use of a lift station. **Figure 5, Appendix A** shows the updated Sanitary Sewer plan within the study area. This did not alter the mitigation items in the UMore AUAR, but rather investigated an interim developed condition prior to the larger area being developed.

Stormwater Management: Stormwater management regulations continue to change. The City of Rosemount, the City's stormwater management regulations apply. The City of Empire was delegated jurisdictional authority for stormwater management within its incorporated area and its stormwater management regulations apply. The City of Rosemount adopted new rules in 2017. The City of Empire is currently in the process of updating its Comprehensive plan. Mitigation measures have been revised based on these changes. There have been significant updates to stormwater routing proposed for the study area since the original AUAR in 2013. **Figure 6, Appendix A** shows the updated Subwatershed map.

Transportation: Since the AUAR was completed in 2013, the interchange at TH52 and CSAH 42 was reconstructed and since the last update, the intersection of Akron and CSAH 42 had a traffic signal installed. This item was listed in the mitigation items in the AUAR. Rosemount is in the process of conducting a Traffic Analysis for the Akron Avenue and Connemara Trail area north of the UMore site. Any improvements will include future impacts from UMore development. No other changes to the traffic study are needed.

Parks and Trails: Dakota County has approved a master plan for the Vermillion Highlands Greenway Regional Trail. This trail is proposed to travel through the study area. The planned Vermillion Highlands Greenway Trail will connect Lebanon Hills Regional Park in Eagan to Whitetail Woods Regional Park in Empire. This regional trail is part of the Metropolitan Regional Parks System and is governed by the Council's 2040 Regional Parks Policy Plan. **Figure 9** of the 2018 AUAR update shows the most up to date existing and proposed trail network within the study area.

V. MITIGATION SUMMARY AND UPDATE

The mitigation measures developed in the original AUAR are outlined below. If a mitigation measure has been revised, the changes are shown with underlined or stricken text.

1. Fish, Wildlife, and Ecologically Sensitive Resources

A. Wetlands will need to be delineated in conformance with the Wetland Conservation Act and US Army Corps of Engineers (COE) guidance as part of the development process. Depending on the location of the wetlands, either the City of Rosemount or the Dakota County SWCD and the COE will review and verify the wetland delineation. The City of Rosemount Comprehensive Wetland Management Plan and the National Wetland Inventory Map shows visual representation of identified wetland resources within the study area.

B. Wetland impact is anticipated to be minimized to the maximum extent practical and feasible throughout the review area. If wetland impacts are proposed, wetland mitigation will be required of the project proposer pursuant to current wetland regulations and City and Soil and Water conservation District requirements.

C. The City of Rosemount ~~and the City Empire~~ will require buffers around wetlands at a width dependent upon the wetland's management classification, per ~~their respective~~ City ordinance~~s~~.

D. Stormwater management features should incorporate native plantings of grasses, trees, and shrubs.

E. A loggerhead shrike survey by a qualified surveyor is required by the DNR as part of a development project if tree and shrub removal cannot be avoided during the breeding season within the study area if ~~suitable habitat areas~~ (breeding season is generally April through July). The survey must follow the standards contained in the Rare Species Survey Process and results will be sent to the NH Review Team at Reports.NHIS@state.mn.us.

F. While ideally suited habitat for Blanding's turtles is not apparent within the study area, they have been noted in the vicinity of study area and some habitat within the area could be marginally suitable. Development projects should take into consideration the use of oversized culverts, surmountable curbs, and revegetation with native species. The DNR has required avoidance measures, outlined in the NHIS letter, for this species.

G. The lark sparrow, purple martin and Bell's vireo are all state-listed bird species of special concern that have been documented within the vicinity of the study area. The DNR recommends avoiding disturbance to undisturbed grassland areas and tree and shrub removal from May 15th through August 15th to avoid disturbance of nesting birds, if feasible.

H. The northeastern corner of the site is below the minimum threshold for statewide significance but is ranked as an Area with Potential Local Conservation Value. Development plans for the northeastern corner of the site will consider incorporating the oak woodland that has been identified on the County Biological Survey as open space to protect or enhance this habitat to the extent practical.

I. Development plans will consider incorporating the existing or remaining wildlife habitat areas within the Regionally Significant Ecological Areas (RSEA) and other areas within the site as open space to the extent practical. However, depending on environmental remediation that may be required, disturbance of these areas may be necessary.

J. Tree removal within the study area that occurs as part of development will need to meet the requirements of the Cities' Tree Preservation Ordinance.

K. The rusty patched bumble bee (Bombus affinis) is federally listed as endangered and is likely to be present in suitable habitat within High Potential Zones. The study area overlaps with a Rusty Patched Bumble Bee High Potential Zone. The DNR recommends reseeding disturbed soils with native species or grasses and forbs using BWSR Seed Mixes or MnDOT Seed Mixes

L. The northern long eared bat is a federally listed species and has the potential to occur within the area. The U.S. Fish and Wildlife Service (USFWS) changed the status of the northern long-eared bat (NLEB; Myotis septentrionalis) under the federal Endangered Species Act from federally Threatened to Endangered on November 29, 2022 (Department of the Interior 2022). The NLEB's federal status change became effective on March 31, 2023. As a federally endangered species, the NLEB will no longer be eligible for inclusion under the 4(d) Rule. The 4(d) Rule does not prohibit certain activities (e.g., tree removal) from incidental take (i.e., non-intentional take) of federally threatened species. However, the USFWS issued an Interim Consultation Framework on March 17, 2023 for projects that involve tree removal in the NLEB's range to reduce impediment to projects that will involve tree removal prior to April 1, 2024. The USFWS (2023) Interim Consultation Framework extends the 4(d) Rule guidelines for tree removal until April 1, 2024. The new NLEB guidance will take effect on April 2, 2024, and the new tree removal guidelines must be followed at that time.

2. Water Use Mitigation Plan

A. Extend trunk water main services as shown in Figures 13-3 through 13-5 of the original AUAR consistent with the Comprehensive Water Plan (CWP). For Scenario 1, an additional 16" trunk main may be extended from the intersection of Akron Avenue and CSAH 42 to approximately 2,600 feet east of the intersection of CSAH 42 and Blaine Avenue.

B. ~~Six to eight (6-8) municipal wells are recommended as a result of this development, with up to 2 of the wells being in addition to what was planned as part of the CWP. For Scenario 1, one well may be located within the study area depending upon the trunk water mains extended to the development (see Figure 13-3 – Alt. 2 in original AUAR). Well fields have been preliminarily allocated to the north and to the east of the study area close to the future water treatment plants, in accordance with the~~

~~CWP~~. The City of Rosemount adopted its 2040 Comprehensive Plan in 2020 and the Local Water Supply Water plan (LWSP) was approved by the DNR in 2019. The City plans to add fifteen (15) municipal wells, four (4) storage facilities and three (3) water treatment plants concurrent with developments ; however, the LWSP forecasts that there is no need for future wells within the study area based on projections. The City plans to install a future tank within the study area and will continue to expand the water distribution (lateral) system in conjunction with development. The City will utilize existing rural wells and will supplement water supplied through pressure reducing valve to serve projected growth of East side Service area.

C. 2,750,000 to 3,500,000 gallons of water system storage is recommended as a result of this development, with up to 700,000 gallons being in addition to what was planned as part of the City's CWP. The storage should be constructed in a location to best serve the entire City and overall water system.

D. Any abandoned wells found within the study area will be sealed in accordance with Dakota County Ordinance No.114, Well and Water Supply Management, and Minnesota Department of Health guidelines.

E. In accordance with the Rosemount's Wellhead Protection Plan (WHPP), continue protection of the existing Drinking Water Supply Management Area (DWSMA) located in the study area as shown in Figure 13-2 in the original AUAR. A DWSMA will be established for future wells as they are constructed and the WHPP is updated.

F. There exists potential for future interconnection of the proposed water system in the study area between the City of Rosemount and the City of Empire. Additional water system assessments and agreements between the City of Rosemount and the City of Empire may be required if further development interests beyond the presented material were to arise.

G. Industrial and Business Park land use water demands can be highly variable depending upon the business operation or manufacturing process employed at each property. At the time of the five-year AUAR evaluation, water demands from individual properties in the Industrial and Business Park land use areas should be evaluated and estimated future demands revised if necessary.

H. Any new wells (supply, dewatering, monitoring, or other) shall be constructed in accordance with Dakota County Ordinance 114, Minnesota Statutes Chapter 103I and Minnesota Rules Chapter 4725.

I. The City of Rosemount will collaborate with the DNR to ensure availability of local water resources for current and future developments before developments occur.

J. Any update to the City of Rosemount LWSP will be submitted to the Metropolitan Council as a comprehensive plan amendment for further review.

K. The City of Rosemount will require and implement strategies mentioned in its LWSP and Environment and Sustainability Commission Goals for all developments within the area to reduce water consumption and promote water reuse where feasible.

L. A DNR Water Appropriation Permit is required if the water pumped exceeds 10,000 gallons in a day, or one million gallons in one year. The DNR General Permit for Temporary Appropriation, with its lower permit application fee and reduced time for review, may be used for the dewatering if the dewatering volume is less than 50 million gallons and the time of the appropriation is less than one year.

M. Well plans are required to be submitted to the DNR for review through the Well Construction Assessment for a well that is capable of producing more than 10,000 gallons of water in a day, or one million gallons of water in a year.

3. Erosion and Sedimentation Mitigation Plan

A. A Storm Water Pollution Prevention Plan (SWPPP) to the extent required by NPDES regulations will be needed for any development in the study area. Review of the SWPPP for each development will be required by each City.

B. Street sweeping will occur as needed to remove dirt that has been tracked on to adjacent roads during construction.

C. Mitigation includes conformance with the City spill response plan. Spills will be reported to the fire chief and/or applicable City staff. The fire chief and/or applicable City staff will in turn notify any other appropriate officials depending on the nature of the spill, such as the State Duty Officer.

D. All DNR requirements listed within the NHIS letter (**Appendix C**) must be adhered to and all recommendations must be considered regarding state-listed species from the July 10, 2023 Natural Heritage letter and must be incorporated into the SWPPP and construction plan details. These include the use of weed-free, native state seed mixes, and the timing of ground disturbance and tree and shrub removal, and the use of wildlife-friendly erosion control.

4. Water Quantity and Quality Mitigation Plan

A. Each new development within the AUAR area will need to incorporate BMPs to meet applicable water quantity and water quality regulatory requirements. These policies are outlined in the local stormwater

management requirements section. The soils within the AUAR area are primarily comprised of Hydrologic Soil Group A and B soils; therefore, it is likely that these policies will be met using infiltration.

B. Infiltration to the Rosemount or Empire standards will be provided on each development site or in a regional infiltration system that is created to serve a defined drainage area. The selection of a development-specific or regional system will be based on identifying feasible areas that take into consideration soils, drainage patterns, existing and past land use, and other factors. Areas where infiltration is not feasible or where contamination is possible will not be used for infiltration practices.

Based on the Rosemount's Wellhead Protection Plan, infiltration outside the Emergency Response Area (ERA) within the Drinking Water Supply Management Area (DWSMA) (1-10-year travel zone) shown on **Figure 10,** of the 2018 AUAR Update can be allowed with the following restrictions:

- Require NURP ponding pretreatment prior to infiltration. Encourage developer to line NURP pond to reduce infiltration and retain a wet pool volume.
- If the infiltration practice is constructed in industrial, commercial, or transportation land uses, ensure that emergency procedures for containment of spills are established and acceptable.
- Infiltration is not recommended in areas that receive discharges from vehicle fueling and maintenance.
- Infiltration is not recommended in areas that receive discharges from industrial facilities that are not authorized to infiltrate industrial stormwater under an NPDES/SDS Industrial Stormwater Permit issued by the MPCA.
- Infiltration is not recommended in areas where soil infiltration rates are more than 8.3 inches per hour unless soils are amended to slow the infiltration rate below 8.3 inches per hour or as allowed by a local unit of government with a current MS4 permit. This can be accomplished by providing a biofiltration compost mix at the bottom of the infiltration basin or through the use of a spray on mulch.
- Utilize additional guidance from MDH and MPCA for infiltration activities within the DWSMA.

C. To protect adjacent structures, an overflow from Lake 2162 will be developed that would allow water to overflow either to the east toward pond 3074 or to the South toward the Vermillion River. This overflow could potentially occur if a rainfall event occurs that exceeds a 100-year 24-hour event, and/or water elevations reach extremely high levels. Based on this analysis and the installation of the proposed BMP'S, the volume of runoff generated within the AUAR area will be significantly reduced in the future, and the corresponding probability of this overflow

occurring will be also reduced from that which exists today. Discharge rates to the east will be in accordance with the City of Rosemount Comprehensive Stormwater Management Plan. Discharges to the Vermillion River from the City of Rosemount will not exceed the intercommunity flowrate standards established by the most current version of Vermillion River Watershed Joint Powers Organization (VRWJPO) model or follow the procedures outlined in the VRWJPO rules.

D. If any storm water in the study area within the City of Empire is to be directed to the City of Rosemount, the Rosemount infiltration standard will be applied to the development.

E. Design considerations for comprehensive stormwater management should include regional ponding.

F. Approved TMDL load reductions and implementation plans shall be addressed by a development's stormwater management plan. These will need to be addressed per the schedule identified in the current version of the MS4 permit. The proposed language states "For TMDLs approved prior to the effective date of the MS4 permit the Waste Load Allocation (WLA) discharge requirement will become a requirement of the permittee".

G. In the City of Rosemount, for newly developing areas, no discharge or infiltration can be assumed for purposes of establishing the 100-year, 24-hour storm event high water elevation. Storage of the runoff from the 100-year, 24-hour storm event is required to be provided on-site or in a regional basin and an appropriately sized infiltration area is required capable of infiltrating captured runoff at a rate of 1/12 of an acre-foot/acre/day. For events with longer duration, a maximum peak stormwater discharge rate will be limited to 0.05cfs/acre.

H. In the City of Empire, development that creates one or more acres of new impervious surface must incorporate volume control practices into the design sufficient to prevent an increase in the runoff volume for the 2-year 24-hour storm above 2005 land cover conditions unless waived in accordance with Runoff Volume Control Criteria 6.04 of the City's Water Resources Management Ordinance. It will be required that post-development discharge rates will not be greater than pre-development discharge rates for the 1-year, 10-year and 100-year, 24-hour storm critical duration events to reduce erosion impacts downstream of the site.

I. The developer will be responsible for grading the site appropriately to provide adequate stormwater management to the extent necessary and will be required to obtain the necessary permits for stormwater management and grading, to preserve the existing natural features, and to provide water quality protection to meet MPCA Construction General Permit requirements in addition to City of Rosemount, City of Empire, and VRWJPO requirements.

J. Stormwater will be required to be pretreated to achieve NURP standards as outlined in the City of Rosemount Engineering Guidelines prior to discharge to wetlands and Lake 2162.

K. A SWPPP required by the NPDES regulations will be needed for any development in the study area. Review of the SWPPP for each development will be required by each City.

L. The city will consider options for reducing chloride use throughout the study area and will encourage developers to consider chloride-reduction measures.

5. Wastewater Mitigation Plan

A. **Figures 18-3, 18-4, and 18-5** in the original AUAR show conceptual layout of gravity sewers, lift stations and forcemains to serve the proposed study area under each scenario. In 2019, the City of Rosemount updated its Comprehensive Sewer Plan (Sewer Plan), and sewer districts were re-delineated and pipe layout networks and Rosemount Interceptor connection points were modified from the original AUAR. Updates are shown in **Figure 5, Appendix A**.

B. The Southcentral sewer district, previously the East sewer district, was re-delineated in 2019 and is generally within the study area. The sewer district is bound by CR 42 on the north, 160th Street on the south, MWCC08 sewer district on the west, and TH 52 on the east. The area of the sewer district located within the UMore Study area consists of all gravity sewers that convey wastewater north to the Rosemount Interceptor along County Road (CR) 42. Sewers within the South-Central sewer district and within the UMore Park area range between 8" and 21" in diameter.

C. The MWCC08 sewer district, previously the Central sewer district, was re-delineated in 2019. The area of the sewer district located within the study area, consists of primarily gravity sewers, and one lift station and forcemain that convey the wastewater west, where it then flows by gravity to the north and connect to the MCES interceptor under 145th St E. The lift station proposed capacity is 1,200 gpm. MWCC08 sewers within the UMore Park area range in size from 8" to 20" in diameter.

D. The Southwest sewer district, previously the Northwest sewer district, is bound by Biscayne Avenue on the east, MWCC08 on the east, CR 42 on the north, and 160th Street on the south. Portions of the study area located outside of Rosemount City limits are now serviced by the City of Empire (Empire). The sewer district consists of gravity sewers which flow east to west where it is lifted by a proposed lift station to connect to the nearby MCES Interceptor along Biscayne Avenue. The gravity sewer ranges in size from 8" to 2" depending on the scenario.

E. The Southwest sewer district is now located within the Empire city limits and utilities will be provided by Empire.

6. Geologic Hazards and Soil Conditions Mitigation Plan

A. NPDES Phase II Construction Site permit will be required for development within the study area. This permit requires a site-specific Storm Water Pollution Prevention Plan (SWPPP) to be completed for construction. This SWPPP is required to include pollution prevention management measures for solid waste and hazardous material spills that occur during construction.

B. Development or construction work will require conformance with the City spill response plan. Spills will be reported to the Minnesota State Duty Officer and 911, along with applicable City staff. Those authorities will in turn notify any other appropriate officials depending on the nature of the incident.

C. For all gas stations with underground tanks, annual licensing from the MPCA will be needed.

D. The area of partially hydric soils in the northeast corner of the site will be considered to remain as a natural open space area.

E. Should any other conditions be identified during site development activities that have the potential to materially impact either groundwater recharge or groundwater quality, investigations will be conducted, and mitigation measures will be identified to address the impact consistent with applicable State and Federal requirements.

F. Project contingency plans should be prepared and reviewed/approved by MPCA to address potential releases of hazardous substances identified during construction activities. These plans should include current Phase I evaluations prior to beginning construction activities to identify potential releases.

G. The City of Rosemount requests project proposers prepare and submit to the MPCA Construction Contingency Plans ("CCPs") to help identify and address any potential releases of hazardous substances that may be encountered during construction activities. Phase I Environmental Site Assessments should also be completed for the proposed project area and submitted to MPCA along with the CCPs.

H. Any business or institutional uses that use or store petroleum or other hazardous products will be subject to local and state rules regulating such uses.

I. Developers are to contact Rosemount and Empire City Staffs and Dakota County to address any on-site contamination associated with the former Gopher Ordinance Works (GOW) site. Soil contamination cleanup is required for areas within the extent of contamination identified by Dakota County during the development phase in order to address any long-term impacts to water resources.

7. Transportation Mitigation Plan

A. Evaluate and compare the traffic analysis prepared as part of the AUAR in coordination with the City of Rosemount, City of Empire and Dakota County with detailed roadway mitigation. Evaluations will occur with each large-scale development plan submitted for approval, the City, and County Comprehensive Plan updates and/or with each five-year AUAR review. The city is currently preparing a Traffic Analysis for the Akron Avenue and Connemara Trail area. This study will include the impacts from the future UMore development area.

B. Expansion of CSAH 42 from Biscayne Avenue to US 52 from 4 lanes to 6 lanes when warranted by traffic volumes.

C. Construction of an interchange to replace the existing TH 3/CSAH 42 intersection. Interchange geometry will be proposed with future studies.

D. Upgrade Blaine Ave & CR81/ Clayton Ave to a Regional 2-lane roadway and expand to 4-lanes where needed based on 2010 Rosemount/Empire/Umore Area Transportation System Study .

E. Connect Biscayne to Akron Ave via a 2-4 lane road based on 2010 Rosemount/Empire/Umore Area Transportation System Study.

F. Reconstruction of the existing interchange at CSAH 42 and US 52 as a system interchange to accommodate higher turning movements. The City of Rosemount's and Dakota County's 2030 Comprehensive Plans have identified this interchange as potentially serving a rerouted alignment of TH 55 in the future. Interchange configuration and lane geometry will be determined in future studies. – This item has been partially completed. The US 52 and CSAH 42 interchange was reconstructed to extend the 4-lane section on CSAH 42 through the interchange and to include east and westbound left turn lanes.

G. Addition of intersection control (signal, roundabout, etc.), documented in an Intersection Control Evaluation report, at locations that meet the required traffic warrants and intersection spacing guidelines in accordance with either City or County, including the updated CSAH 42 Segment 15 recommendations adopted by the County Board which was an adopted amendment to the original 1999 County Road 42 Corridor Study.

H. The intersection of Akron and CSAH 42 has had a traffic signal installed since the last AUAR update.

I. Addition of potential frontage roads off CR 42, realignment of Blaine Avenue will be considered as needed as traffic volume increases ~~for intersection improvement and signalization~~

J. Provide right-of-way required for future roadway expansion adjacent to and within the UMore property.

K. Construction of trails to fill existing gaps in between S. Robert Trail and Akron Avenue will be considered based on recommendation noted in the 2040 Corridor Management Plan for Dakota County Highway 42

L. The intersection of 145th Street is not recommended as a future full-access intersection in the current location and configuration. Planned access along Highway 42 to accommodate future roadway network as development occurs should be studied further to address safety concerns of full-access locations.

M. Potential signals at Auburn Avenue and Audrey Avenue should be considered based on future traffic and new, local roadway connections to Hwy 42. Signal justification will be dependent on actual development and traffic growth

N. Potential signals at Auburn Avenue, Audrey Avenue and Blaine Avenue should be considered based on future traffic and new, local roadway connections to Hwy 42. Signal justification will be dependent on actual development and traffic growth.

O. Design and construction of the internal roadway system within the UMore development providing adequate service to each zone of development with turn lanes and traffic control as needed for safe and efficient traffic flow.

P. Preparation of a Travel Demand Management (TDM) plan for the site, or portions thereof, prior to the first large scale development proposal. This would include, but is not limited to, action items for: transit (both bus and rail), non-motorized, and new technologies.

Q. Preparation of an Access Management Plan for the affected arterial and collector roadways prior to the first development proposal.

8. Noise Mitigation Plan

A. Site plans for future developments should include measures such as appropriate setback distances, earthen berms, noise walls, and appropriate site design (such as outdoor activity areas being developed away from major noise sources). Each of these items should be considered on a case-by-case basis. The site plans developed for specific projects should show the proposed locations and types of mitigation, with the estimated noise reductions for all areas projected to exceed noise standards.

9. Nearby Resources Mitigation Plan

A. Currently, UMore Park is not receiving federal funding or permitting. Should federally funding or permitting be required in the future, the project:

- Must comply with Section 106 of the National Historic Preservation Act of 1966 (Section 106);
- The lead federal agency will be required to initiate consultation with applicable Native American Tribes; and
- Additional architectural surveys may be required.

B. Erosion control measures will be required during construction to control the loss of Waukegan soils and other soil types susceptible to erosion. All disturbed areas will be required to be re-seeded and mulched as needed.

C. As appropriate, site and building plans will reflect and enhance any significant views of natural features.

D. Park dedication will be in conformance to the codes and requirements of the City of Rosemount and the City of Empire.

10. Visual Impact Mitigation Plan

A. Through the development review process, both cities will require appropriate screening of development in the study area to control adverse visual impacts.

B. The DNR recommends that any project within the study area using LED luminaries follow the MnDOT Approved Products for luminaries, which limits the Uplight rating to 0 to avoid impacts to birds, insects and fish.

11. Compatibility with Land Use Regulations Mitigation Plan

A. If the AUAR area develops as shown in Scenarios 1, 2 or 3, changes will be needed to the City of Rosemount's Comprehensive Plan, City of Empire's Comprehensive Plan, the Metropolitan Council's 2030 Regional Development Framework, and both Cities' zoning ordinances through the respective amendment processes.

B. The City of Rosemount has developed its 2040 Comprehensive Plan. The 2040 Comprehensive Plan reflects land uses analyzed in this AUAR.

C. The City of Empire developed it 2040 Township's Comprehensive Plan in 2020 and is currently updating its 2040 Township's Comprehensive Plan to reflect changes made since its incorporation. The current 2040 Comprehensive Plan reflects land uses analyzed in this AUAR.

D. While no impacts to floodplain are anticipated, if impacts occur, mitigation in conformance with the City of Empire regulations will be required.

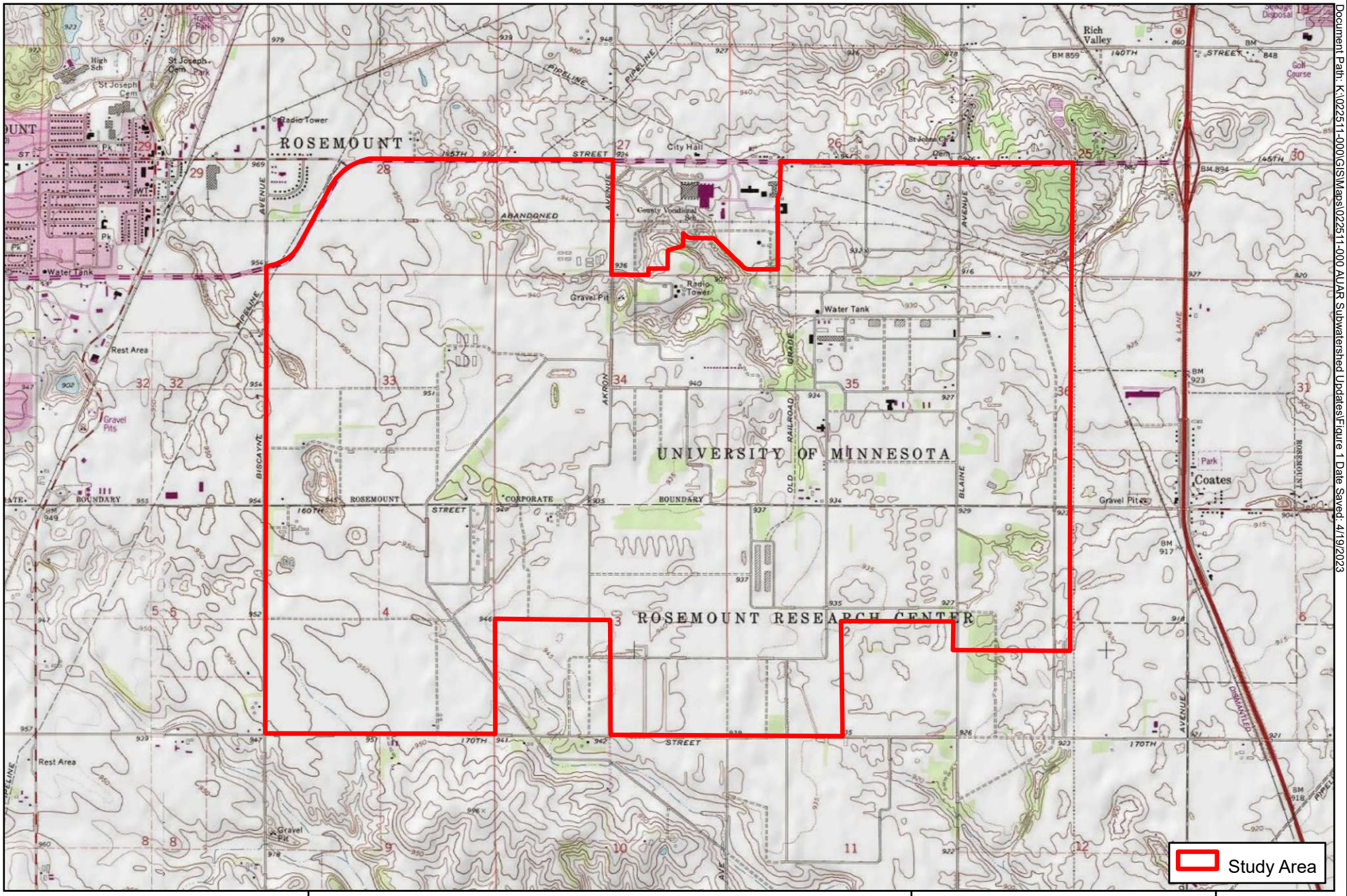
E. The Metropolitan Council will be contacted if there is a need to change future land use designations within the stud area to ensure consistency with the 2040 Comprehensive Plan.

F. The City of Rosemount urges the inclusion of Solar-Ready design and construction for all new developments within the AUAR Update area to better align with the City's 2040 Plan resilience goals.

VI. AUAR UPDATE REVIEW

Pursuant to Minnesota Rules 4410.3610 Subp. 7, this AUAR Update has followed the appropriate review and comment process. The AUAR will remain valid for an additional five years from the adoption date.

APPENDIX A – FIGURES



ROSEMOUNT MINNESOTA
CITY OF EMPIRE MINNESOTA

Figure 1: USGS Topographic Map

UMore Area AUAR Update
City of Rosemount, City of Empire MN

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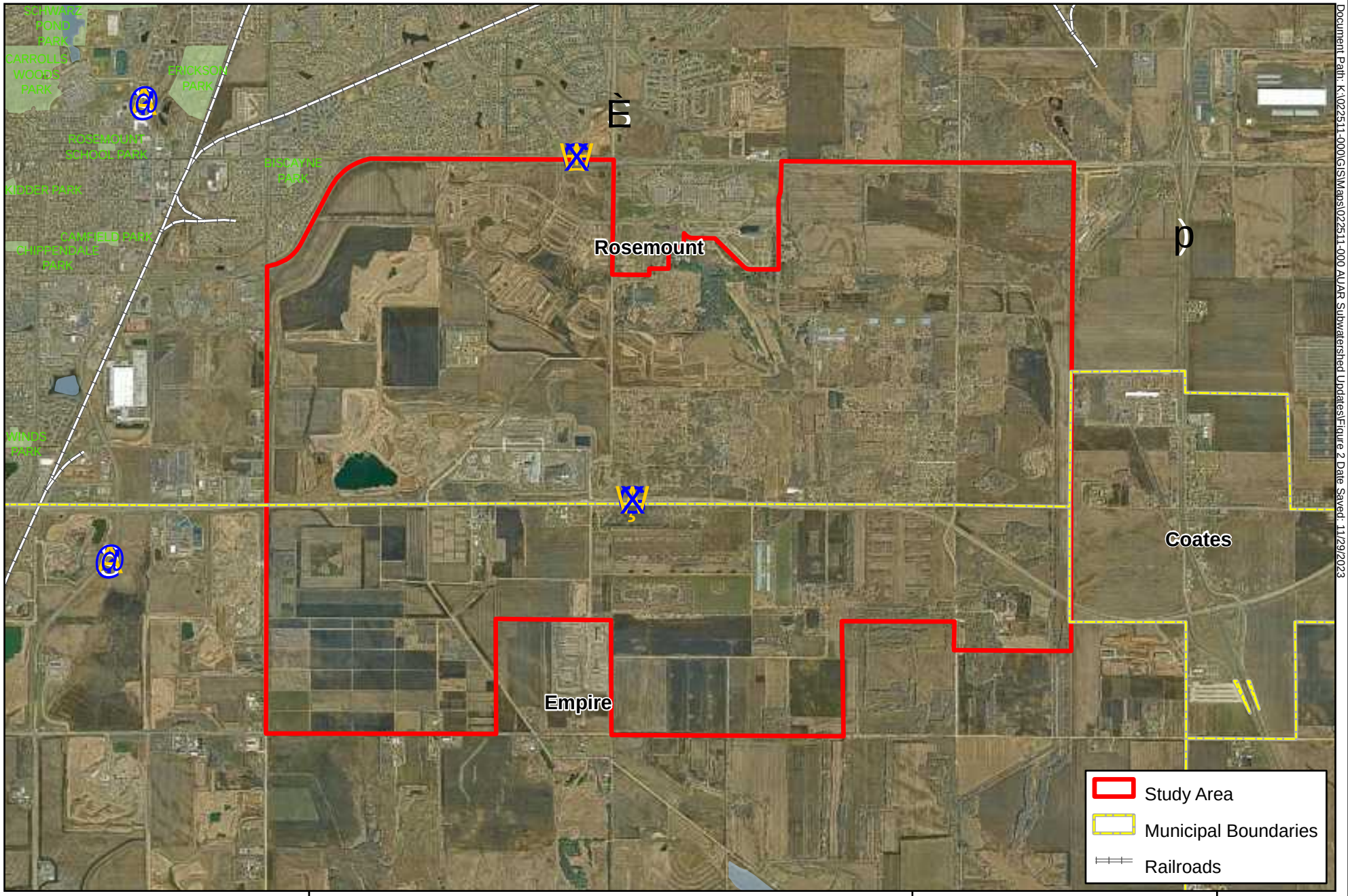

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ROSEMOUNT MINNESOTA

CITY OF EMPIRE MINNESOTA

Figure 2: Aerial Photo

UMore Area AUAR Update
City of Rosemount, City of Empire, MN

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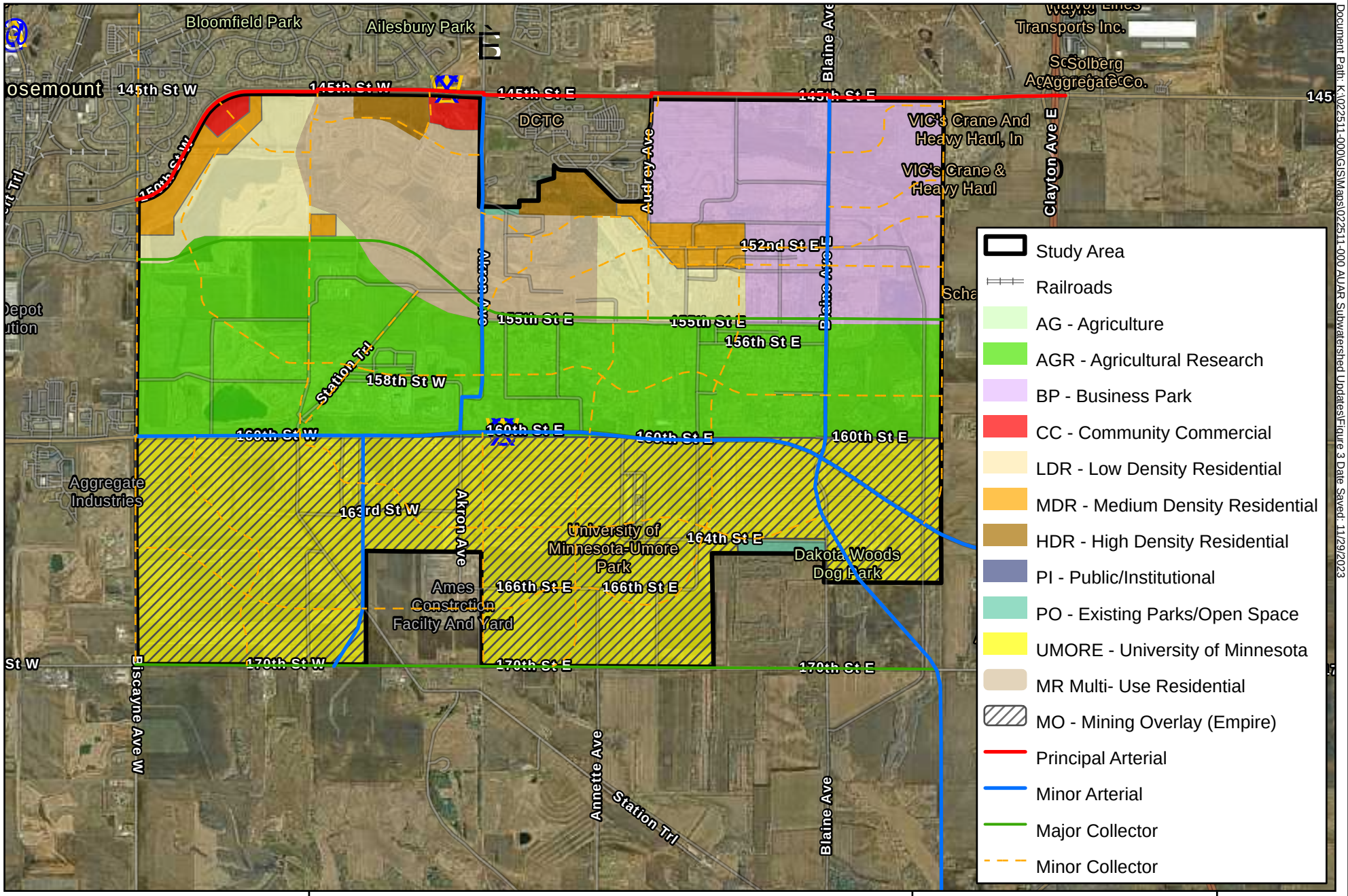

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ROSEMOUNT MINNESOTA

CITY OF EMPIRE MINNESOTA

Figure 3: 2040 Planned Land Use

UMore Area AUAR Update
City of Rosemount, City of Empire MN

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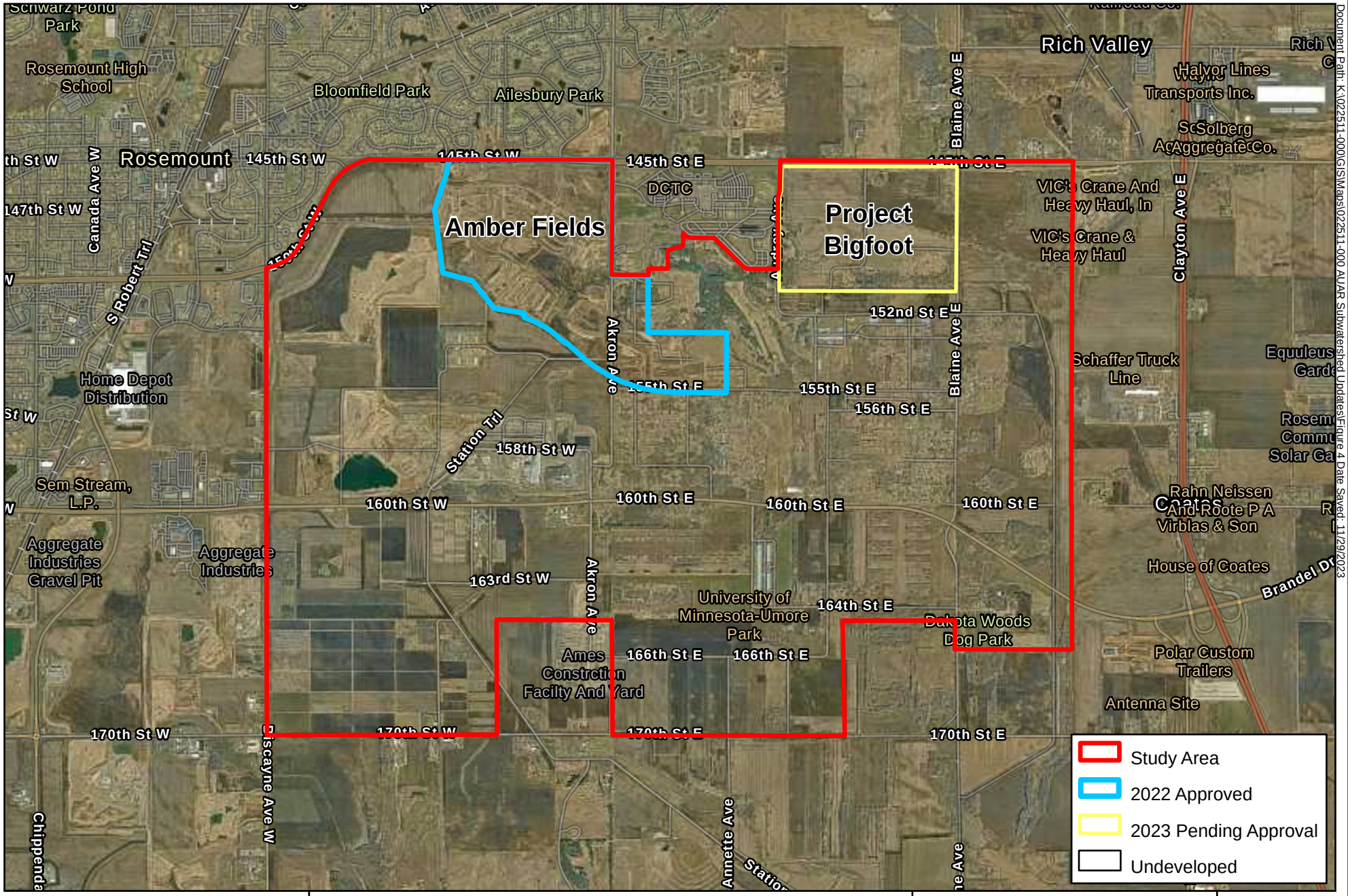

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ROSEMOUNT MINNESOTA CITY OF EMPIRE MINNESOTA

Figure 4: Developed & Undeveloped Areas

UMore Area AUAR Update
City of Rosemount, City of Empire MN

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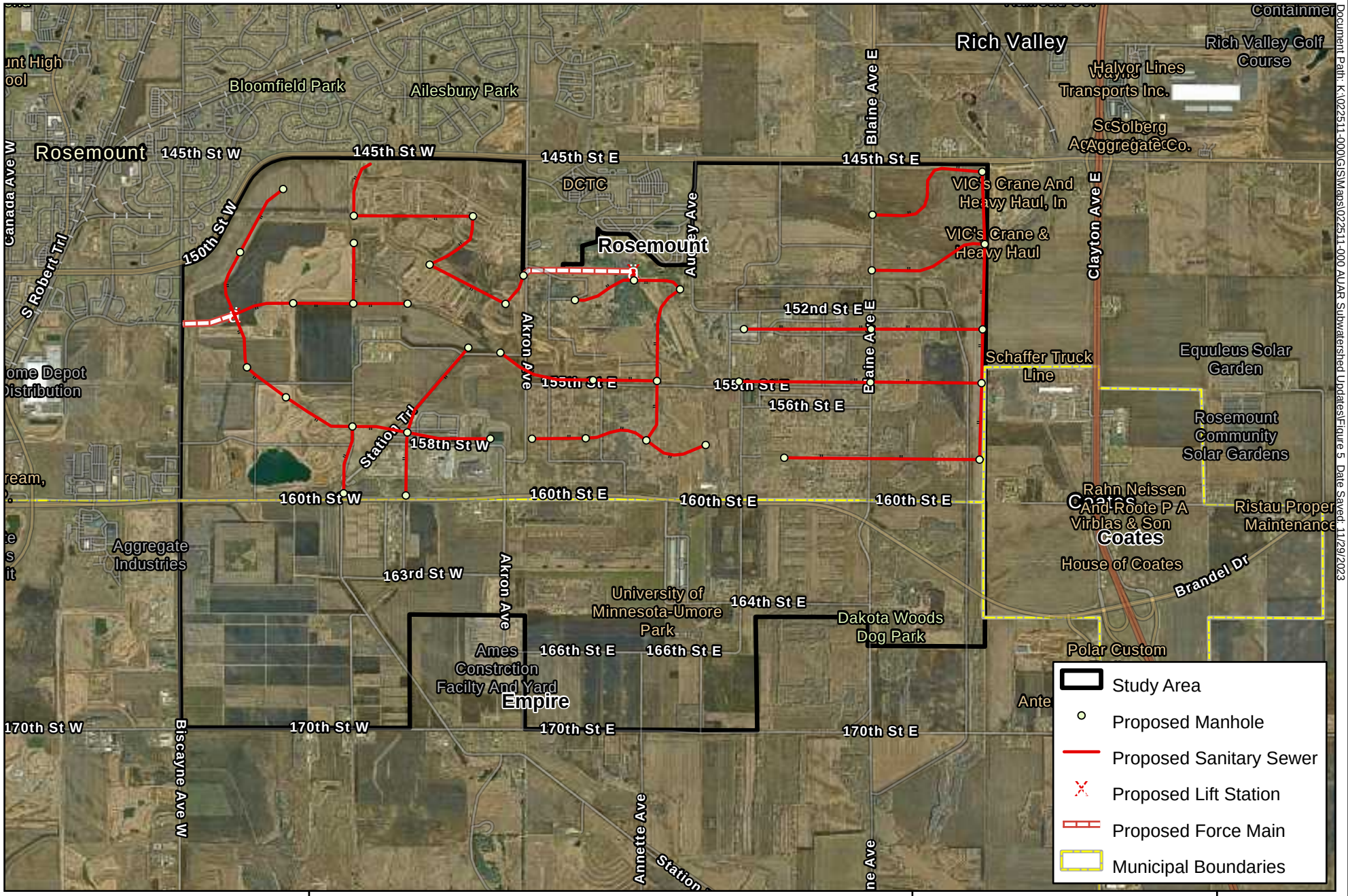

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ROSEMOUNT MINNESOTA

CITY OF EMPIRE MINNESOTA

Figure 5: Sanitary Sewer System

UMore Area AUAR Update
City of Rosemount, City of Empire MN

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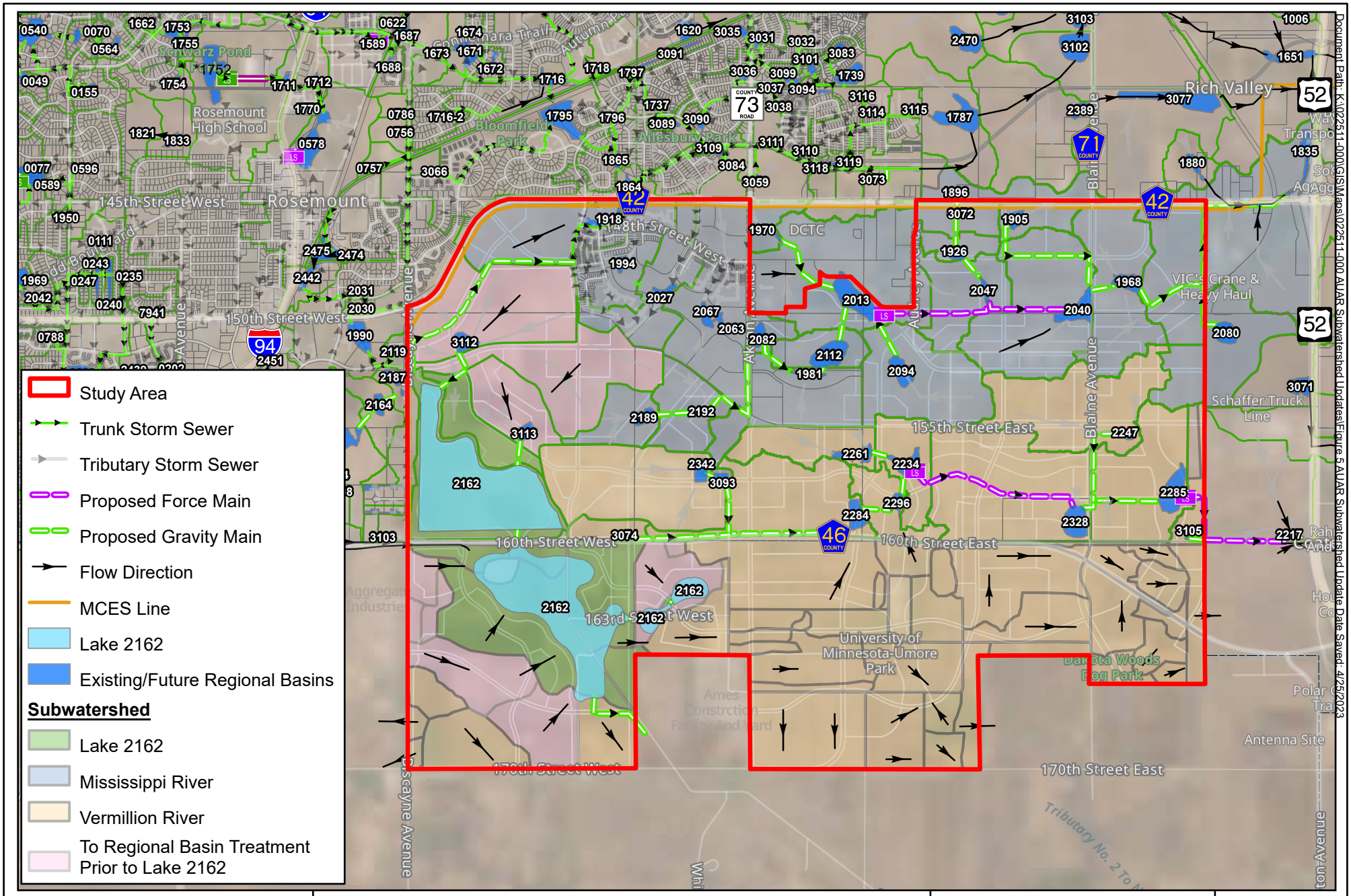

ROSEMOUNT MINNESOTA

CITY OF EMPIRE MINNESOTA

Figure 6: Subwatershed Map

UMore Area AUAR Update
City of Rosemount, City of Empire MN

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APPENDIX B – USFWS IPAC Review

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Minnesota-Wisconsin Ecological Services Field Office
3815 American Blvd East
Bloomington, MN 55425-1659
Phone: (952) 858-0793 Fax: (952) 646-2873

In Reply Refer To: December 20, 2023
Project Code: 2024-0028933
Project Name: UMore AUAR update

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

This response has been generated by the Information, Planning, and Conservation (IPaC) system to provide information on natural resources that could be affected by your project. The U.S. Fish and Wildlife Service (Service) provides this response under the authority of the Endangered Species Act of 1973 (16 U.S.C. 1531-1543), the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d), the Migratory Bird Treaty Act (16 U.S.C. 703-712), and the Fish and Wildlife Coordination Act (16 U.S.C. 661 *et seq.*).

Threatened and Endangered Species
The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and may be affected by your proposed project. The species list fulfills the requirement for obtaining a Technical Assistance Letter from the U.S. Fish and Wildlife Service under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

Consultation Technical Assistance
Please refer to refer to our Section 7 website for guidance and technical assistance, including step-by-step instructions for making effects determinations for each species that might be present and for specific guidance on the following types of projects: projects in developed areas, HUD, CDBG, EDA, USDA Rural Development projects, pipelines, buried utilities, telecommunications, and requests for a Conditional Letter of Map Revision (CLOMR) from FEMA.

We recommend running the project (if it qualifies) through our **Minnesota-Wisconsin Federal Endangered Species Determination Key (Minnesota-Wisconsin ("D-key"))**. A demonstration video showing how-to access and use the determination key is available. Please note that the Minnesota-Wisconsin D-key is the third option of 3 available d-keys. D-keys are tools to help Federal agencies and other project proponents determine if their proposed action has the potential to adversely affect federally listed species and designated critical habitat. The Minnesota-Wisconsin D-key includes a structured set of questions that assists a project proponent in determining whether a proposed project qualifies for a certain predetermined consultation outcome for all federally listed species found in Minnesota and Wisconsin (except for the northern long-eared bat- see below), which includes determinations of “no effect” or “may affect, not likely to adversely affect." In each case, the Service has compiled and analyzed the best available information on the species’ biology and the impacts of certain activities to support these determinations.

If your completed d-key output letter shows a "No Effect" (NE) determination for all listed species, print your IPaC output letter for your files to document your compliance with the Endangered Species Act.

For Federal projects with a “Not Likely to Adversely Affect” (NLAA) determination, our concurrence becomes valid if you do not hear otherwise from us after a 30-day review period, as indicated in your letter.

If your d-key output letter indicates additional coordination with the Minnesota-Wisconsin Ecological Services Field Office is necessary (i.e., you get a “May Affect” determination), you will be provided additional guidance on contacting the Service to continue ESA coordination outside of the key; ESA compliance cannot be concluded using the key for “May Affect” determinations unless otherwise indicated in your output letter.

Note: Once you obtain your official species list, you are not required to continue in IPaC with d-keys, although in most cases these tools should expedite your review. If you choose to make an effects determination on your own, you may do so. If the project is a Federal Action, you may want to review our section 7 step-by-step instructions before making your determinations.

Using the IPaC Official Species List to Make No Effect and May Affect Determinations for Listed Species

1. If IPaC returns a result of “There are no listed species found within the vicinity of the project,” then project proponents can conclude the proposed activities will have **no effect** on any federally listed species under Service jurisdiction. Concurrence from the Service is not required for **no effect** determinations. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records.
2. If IPaC returns one or more federally listed, proposed, or candidate species as potentially present in the action area of the proposed project – other than bats (see below) – then project proponents must determine if proposed activities will have **no effect** on or **may affect** those species. For assistance in determining if suitable habitat for listed, candidate, or proposed species occurs within your project area or if species may be affected by project activities, you can obtain Life History Information for Listed and Candidate Species on our office website. If no impacts will occur to a species on the IPaC species list (e.g., there is no habitat present in the project area), the appropriate determination is **no effect**. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records.

3. Should you determine that project activities **may affect** any federally listed, please contact our office for further coordination. Letters with requests for consultation or correspondence about your project should include the Consultation Tracking Number in the header. Electronic submission is preferred.

Northern Long-Eared Bats
Northern long-eared bats occur throughout Minnesota and Wisconsin and the information below may help in determining if your project may affect these species.

This species hibernates in caves or mines only during the winter. In Minnesota and Wisconsin, the hibernation season is considered to be November 1 to March 31. During the active season (April 1 to October 31) they roost in forest and woodland habitats. Suitable summer habitat for northern long-eared bats consists of a wide variety of forested/wooded habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags ≥3 inches dbh for northern long-eared bat that have exfoliating bark, cracks, crevices, and/or hollows), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Individual trees may be considered suitable habitat when they exhibit the characteristics of a potential roost tree and are located within 1,000 feet (305 meters) of forested/wooded habitat. Northern long-eared bats have also been observed roosting in human-made structures, such as buildings, barns, bridges, and bat houses; therefore, these structures should also be considered potential summer habitat and evaluated for use by bats. If your project will impact caves or mines or will involve clearing forest or woodland habitat containing suitable roosting habitat, northern long-eared bats could be affected.

Examples of unsuitable habitat include:

- Individual trees that are greater than 1,000 feet from forested or wooded areas,
- Trees found in highly developed urban areas (e.g., street trees, downtown areas),
- A pure stand of less than 3-inch dbh trees that are not mixed with larger trees, and
- A monoculture stand of shrubby vegetation with no potential roost trees.

If IPaC returns a result that northern long-eared bats are potentially present in the action area of the proposed project, project proponents can conclude the proposed activities **may affect** this species **IF** one or more of the following activities are proposed:

- Clearing or disturbing suitable roosting habitat, as defined above, at any time of year,
- Any activity in or near the entrance to a cave or mine,
- Mining, deep excavation, or underground work within 0.25 miles of a cave or mine,
- Construction of one or more wind turbines, or
- Demolition or reconstruction of human-made structures that are known to be used by bats based on observations of roosting bats, bats emerging at dusk, or guano deposits or stains.

If none of the above activities are proposed, project proponents can conclude the proposed activities will have **no effect** on the northern long-eared bat. Concurrence from the Service is not required for **No**

Effect determinations. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records.

If any of the above activities are proposed, and the northern long-eared bat appears on the user's species list, the federal project user will be directed to either the range-wide northern long-eared bat D-key or the Federal Highways Administration, Federal Railways Administration, and Federal Transit Administration Indiana bat/ Northern long-eared bat D-key, depending on the type of project and federal agency involvement. Similar to the Minnesota-Wisconsin D-key, these d-keys helps to determine if prohibited take might occur and, if not, will generate an automated verification letter.

Please note: On November 30, 2022, the Service published a proposal final rule to reclassify the northern long-eared bat as endangered under the Endangered Species Act. On January 26, 2023, the Service published a 60-day extension for the final reclassification rule in the Federal Register, moving the effective listing date from January 30, 2023, to March 31, 2023. This extension will provide stakeholders and the public time to preview interim guidance and consultation tools before the rule becomes effective. When available, the tools will be available on the Service's northern long-eared bat website (https://www.fws.gov/species/northern-long-eared-bat-myotis-septentrionalis). Once the final rule goes into effect on March 31, 2023, the 4(d) D-key will no longer be available (4(d) rules are not available for federally endangered species) and will be replaced with a new Range-wide NLEB D-key (range-wide d-key). For projects not completed by March 31, 2023, that were previously reviewed under the 4(d) d-key, there may be a need for reinitiation of consultation. For these ongoing projects previously reviewed under the 4(d) d-key that may result in incidental take of the northern long-eared bat, we recommend you review your project using the new range-wide d-key once available. If your project does not comply with the range-wide d-key, it may be eligible for use of the Interim (formal) Consultation framework (framework). The framework is intended to facilitate the transition from the 4(d) rule to typical Section 7 consultation procedures for federally endangered species and will be available only until spring 2024. Again, when available, these tools (new range-wide d-key and framework) will be available on the Service's northern long-eared bat website.

Whooping Crane

Whooping crane is designated as a non-essential experimental population in Wisconsin and consultation under Section 7(a)(2) of the Endangered Species Act is only required if project activities will occur within a National Wildlife Refuge or National Park. If project activities are proposed on lands outside of a National Wildlife Refuge or National Park, then you are not required to consult. For additional information on this designation and consultation requirements, please review "Establishment of a Nonessential Experimental Population of Whooping Cranes in the Eastern United States."

Other Trust Resources and Activities

Bald and Golden Eagles - Although the bald eagle has been removed from the endangered species list, this species and the golden eagle are protected by the Bald and Golden Eagle Act and the Migratory Bird Treaty Act. Should bald or golden eagles occur within or near the project area please contact our office for further coordination. For communication and wind energy projects, please refer to additional guidelines below.

Migratory Birds - The Migratory Bird Treaty Act (MBTA) prohibits the taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts, and nests, except when specifically authorized by the Service. The Service has the responsibility under the MBTA to proactively prevent the

mortality of migratory birds whenever possible and we encourage implementation of recommendations that minimize potential impacts to migratory birds. Such measures include clearing forested habitat outside the nesting season (generally March 1 to August 31) or conducting nest surveys prior to clearing to avoid injury to eggs or nestlings.

Communication Towers - Construction of new communications towers (including radio, television, cellular, and microwave) creates a potentially significant impact on migratory birds, especially some 350 species of night-migrating birds. However, the Service has developed voluntary guidelines for minimizing impacts.

Transmission Lines - Migratory birds, especially large species with long wingspans, heavy bodies, and poor maneuverability can also collide with power lines. In addition, mortality can occur when birds, particularly hawks, eagles, kites, falcons, and owls, attempt to perch on uninsulated or unguarded power poles. To minimize these risks, please refer to guidelines developed by the Avian Power Line Interaction Committee and the Service. Implementation of these measures is especially important along sections of lines adjacent to wetlands or other areas that support large numbers of raptors and migratory birds.

Wind Energy - To minimize impacts to migratory birds and bats, wind energy projects should follow the Service's Wind Energy Guidelines. In addition, please refer to the Service's Eagle Conservation Plan Guidance, which provides guidance for conserving bald and golden eagles in the course of siting, constructing, and operating wind energy facilities.

State Department of Natural Resources Coordination
While it is not required for your Federal section 7 consultation, please note that additional state endangered or threatened species may also have the potential to be impacted. Please contact the Minnesota or Wisconsin Department of Natural Resources for information on state listed species that may be present in your proposed project area.

Minnesota
Minnesota Department of Natural Resources - Endangered Resources Review Homepage
Email: Review.NHIS@state.mn.us

Wisconsin
Wisconsin Department of Natural Resources - Endangered Resources Review Homepage
Email: DNRERReview@wi.gov

We appreciate your concern for threatened and endangered species. Please feel free to contact our office with questions or for additional information.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds
- Wetlands

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

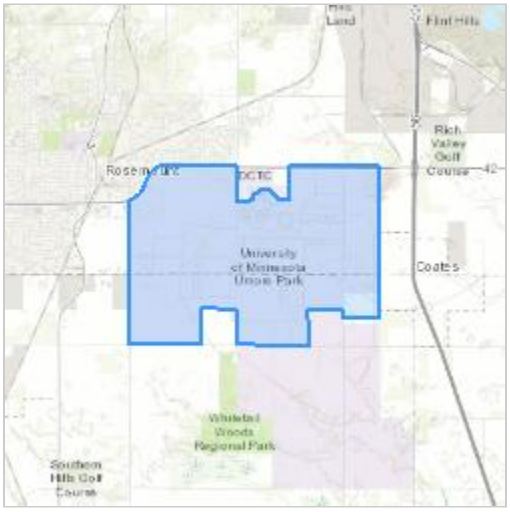
Minnesota-Wisconsin Ecological Services Field Office
3815 American Blvd East
Bloomington, MN 55425-1659
(952) 858-0793

PROJECT SUMMARY

Project Code: 2024-0028933
Project Name: UMore AUAR update
Project Type: Acquisition of Lands
Project Description: The UMore Study Area is approximately 4,900 acres located in the southern portion of the City of Rosemount and the northern portion of the City of Empire

Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@44.7216487,-93.08054674618174,14z



Counties: Dakota County, Minnesota

ENDANGERED SPECIES ACT SPECIES

There is a total of 5 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

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1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Northern Long-eared Bat *Myotis septentrionalis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045	Endangered
Tricolored Bat *Perimyotis subflavus* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

BIRDS

NAME	STATUS
Whooping Crane *Grus americana* Population: U.S.A. (AL, AR, CO, FL, GA, ID, IL, IN, IA, KY, LA, MI, MN, MS, MO, NC, NM, OH, SC, TN, UT, VA, WI, WV, western half of WY) No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/758	Experimental Population, Non-Essential

INSECTS

NAME	STATUS
Monarch Butterfly *Danaus plexippus* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9743	Candidate
Rusty Patched Bumble Bee *Bombus affinis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9383 General project design guidelines: https://ipac.ecosphere.fws.gov/project/PACXLENODVGZZMFLXADI74AJ7A/documents/generated/5967.pdf	Endangered

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act[1] and the Migratory Bird Treaty Act[2].

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats[3], should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

---

1. The Bald and Golden Eagle Protection Act of 1940.
2. The Migratory Birds Treaty Act of 1918.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

There are bald and/or golden eagles in your project area.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Oct 15 to Aug 31
Golden Eagle *Aquila chrysaetos* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1680	Breeds elsewhere

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

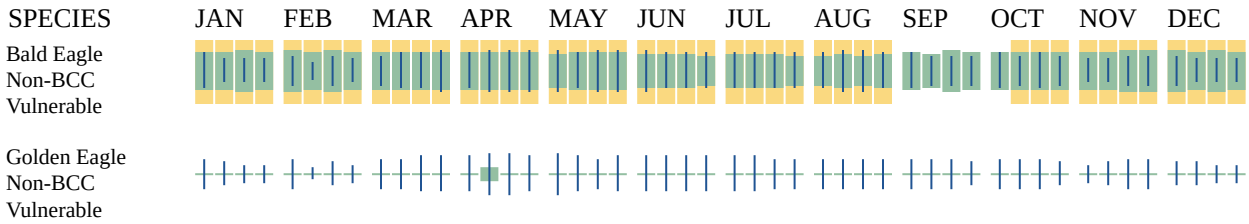
Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

■ probability of presence ■ breeding season | survey effort – no data



Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

MIGRATORY BIRDS

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats[3] should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

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1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
American Golden-plover *Pluvialis dominica* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/10561	Breeds elsewhere

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Oct 15 to Aug 31
Black-billed Cuckoo *Coccyzus erythropthalmus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9399	Breeds May 15 to Oct 10
Bobolink *Dolichonyx oryzivorus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9454	Breeds May 20 to Jul 31
Chimney Swift *Chaetura pelagica* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9406	Breeds Mar 15 to Aug 25
Golden Eagle *Aquila chrysaetos* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1680	Breeds elsewhere
Henslow's Sparrow *Ammodramus henslowii* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3941	Breeds May 1 to Aug 31
Hudsonian Godwit *Limosa haemastica* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9482	Breeds elsewhere
Lesser Yellowlegs *Tringa flavipes* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9679	Breeds elsewhere
Pectoral Sandpiper *Calidris melanotos* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9561	Breeds elsewhere
Red-headed Woodpecker *Melanerpes erythrocephalus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9398	Breeds May 10 to Sep 10

NAME	BREEDING SEASON
Rusty Blackbird *Euphagus carolinus* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9478	Breeds elsewhere
Short-billed Dowitcher *Limnodromus griseus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9480	Breeds elsewhere
Upland Sandpiper *Bartramia longicauda* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9294	Breeds May 1 to Aug 31
Wood Thrush *Hylocichla mustelina* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9431	Breeds May 10 to Aug 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

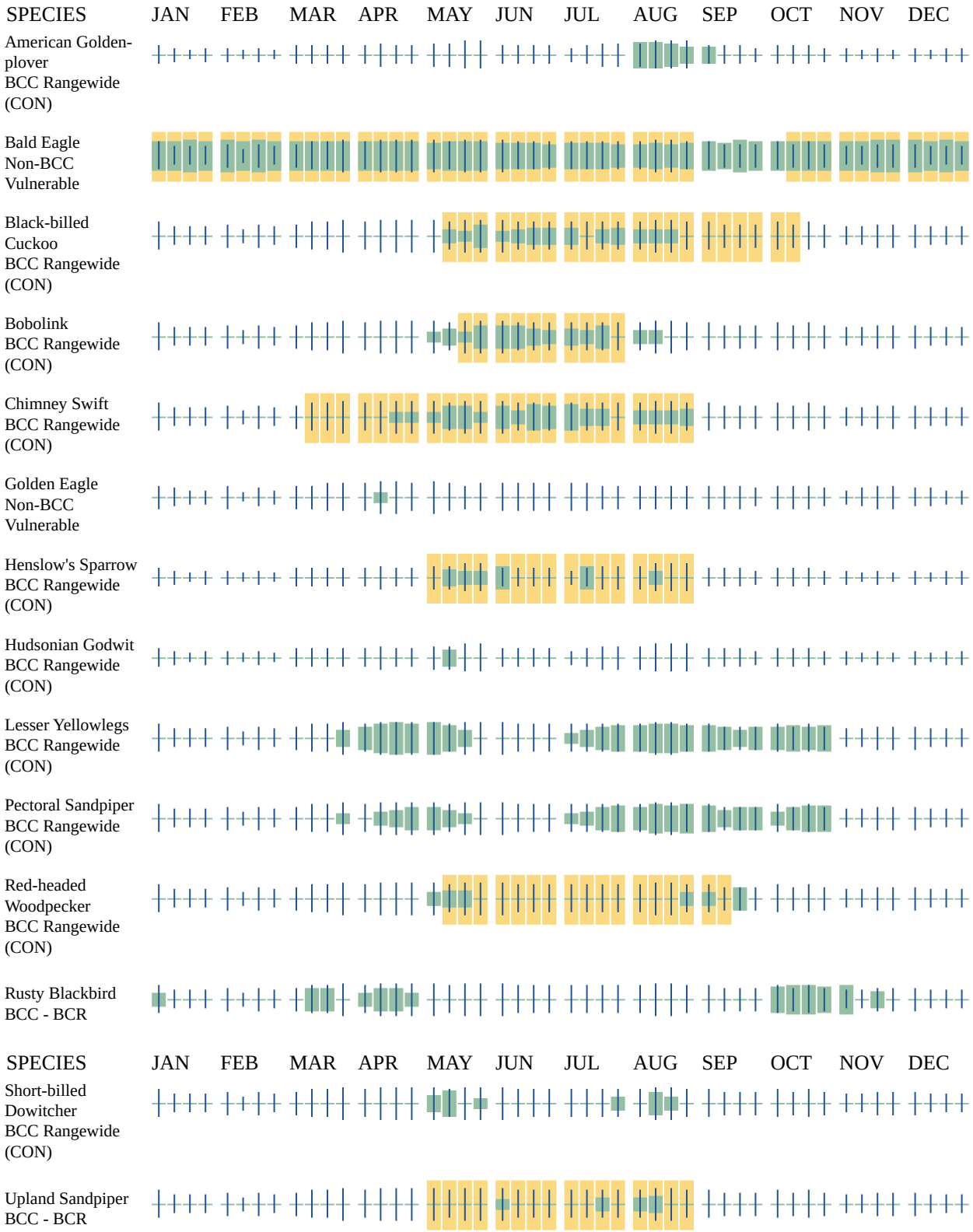
Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

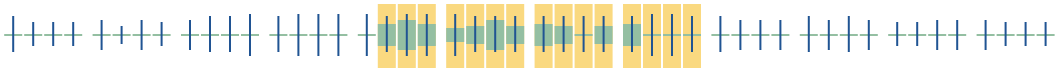
Survey Effort (|)
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

■ probability of presence ■ breeding season | survey effort – no data


SPECIES
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
American Golden-plover
BCC Rangewide (CON)
Bald Eagle
Non-BCC
Vulnerable
Black-billed Cuckoo
BCC Rangewide (CON)
Bobolink
BCC Rangewide (CON)
Chimney Swift
BCC Rangewide (CON)
Golden Eagle
Non-BCC
Vulnerable
Henslow's Sparrow
BCC Rangewide (CON)
Hudsonian Godwit
BCC Rangewide (CON)
Lesser Yellowlegs
BCC Rangewide (CON)
Pectoral Sandpiper
BCC Rangewide (CON)
Red-headed Woodpecker
BCC Rangewide (CON)
Rusty Blackbird
BCC - BCR
SPECIES
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
Short-billed Dowitcher
BCC Rangewide (CON)
Upland Sandpiper
BCC - BCR

Wood Thrush
BCC Rangewide
(CON)



Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

WETLANDS

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

FRESHWATER EMERGENT WETLAND

- PEM1A
- PEM1Af
- PEM1C

FRESHWATER FORESTED/SHRUB WETLAND

- PFO1/EM1A
- PFO1A

FRESHWATER POND

- PABHx
- PUBHx

RIVERINE

- R4SBC

IPAC USER CONTACT INFORMATION

Agency:	Private Entity
Name:	Chaldelia Browne
Address:	701 Xenia Ave S
Address Line 2:	Unit 300
City:	Golden Valley
State:	MN
Zip:	55416
Email	cbrowne@wsbeng.com
Phone:	6123942395

APPENDIX C– DNR NHIS REVIEW

Minnesota Department of Natural Resources
Division of Ecological & Water Resources
500 Lafayette Road, Box 25
St. Paul, MN 55155-4025

July 10, 2023
Correspondence # MCE 2023-00276

Chaldelia Browne
WSB & Associates, Inc.

RE: Natural Heritage Review of the proposed UMore Study Area AUAR Update,
T114N R19W Sections 1-4, T115N R19W Sections 25-28, 33-36; Dakota County

Dear Chaldelia Browne,

As requested, the Minnesota Natural Heritage Information System has been reviewed to determine if the proposed project has the potential to impact any rare species or other significant natural features. Based on the project details provided with the request, the following rare features may be impacted by the proposed project:

Ecologically Significant Areas

- There is an area ranked as an *Area with Potential Local Conservation Value* in the northeastern corner of the project boundary (T115N R19W Section 25) that the Minnesota Biological Survey considered for Sites of Biodiversity Significance but was determined to be below the minimum biodiversity threshold for statewide significance. These areas, however, have conservation value at the local level as habitat for native plants and animals, corridors for animal movements, buffers surrounding higher quality natural areas, or as areas with high potential for restoration of native habitat.

  MBS Sites of Biodiversity Significance and DNR Native Plant Communities can be viewed using the Minnesota Conservation Explorer or their GIS shapefiles can be downloaded from the MN Geospatial Commons. Please contact the NH Review Team if you need assistance accessing the data. Reference the MBS Site Biodiversity Significance and Native Plant Community websites for information on interpreting the data.

State-listed Species

- Blanding's turtles (*Emydoidea blandingii*), a state-listed threatened species, have been documented in the vicinity of the proposed project. Blanding's turtles use upland areas up to and over a mile distant from wetlands, waterbodies, and watercourses. Uplands are used for nesting, basking, periods of dormancy, and traveling between wetlands. Factors believed to contribute to the decline of this species include collisions with vehicles, wetland drainage and degradation, and the development of upland habitat. Any added mortality can be detrimental to populations of Blanding's turtles, as these turtles have a low reproduction rate that depends upon a high survival rate to maintain population levels.

  This project has the potential to impact this rare turtle through direct fatalities and habitat disturbance/destruction due to excavation, fill, and other construction activities associated with the project. Minnesota's Endangered Species Statute (*Minnesota Statutes*, section 84.0895) and associated Rules (*Minnesota Rules*, part 6212.1800 to 6212.2300 and 6134) prohibit the take of threatened or endangered species without a permit. As such, **the following avoidance measures are required**:

  - Avoid wetland and aquatic impacts during hibernation season, between September 15th and April 15th, if the area is suitable for hibernation.
  - The use of erosion control blanket shall be limited to 'bio-netting' or 'natural-netting' types, and specifically not products containing plastic mesh netting or other plastic components.
    - Also, be aware that hydro-mulch products may contain small synthetic (plastic) fibers to aid in their matrix strength. These loose fibers could potentially re-suspend and make their way into Public Waters. As such, please review mulch products and do not allow any materials with synthetic (plastic) fiber additives in areas that drain into Public Waters.
  - Construction areas, especially aquatic or wetland areas, should be thoroughly checked for turtles before the use of heavy equipment or any ground disturbance.
    - The Blanding's turtle flyer must be given to all contractors working in the area.
    - Monitor for turtles during construction and report any sightings to the DNR Nongame Specialist, Bridgette Timm (Bridgette.Timm@state.mn.us).
    - If turtles are in imminent danger they must be moved by hand out of harm's way, otherwise, they are to be left undisturbed.

  If following the above avoidance measures is not possible, please contact NHIS.Review@state.mn.us as further action may be needed.

  For additional information, see the Blanding's turtle fact sheet, which describes the habitat use and life history of this species. The fact sheet also provides two lists of recommendations for

avoiding and minimizing impacts to this rare turtle. **Please refer to both lists of recommendations and apply those that are relevant to your project.** For further assistance regarding the Blanding's turtle, please contact the DNR Regional Nongame Specialist, Bridgette Timm.

- The loggerhead shrike (*Lanius ludovicianus*), a state-listed endangered bird, has been documented in the vicinity of the project site. Loggerhead shrikes use grasslands that contain short grass and scattered perching sites such as hedgerows, shrubs, or small trees. They can be found in native prairie, pastures, shelterbelts, old fields or orchards, cemeteries, grassy roadsides, and farmyards. **Given the potential for this species to be found in the vicinity of the project, tree and shrub removal is required to be avoided during the breeding season, April through July.** If you cannot avoid tree removal during loggerhead shrike breeding period, a qualified surveyor needs to conduct a survey for active nests before any trees or shrubs will be removed. Surveys must follow the standards contained in the Rare Species Survey Process. Survey results should be sent to the NH Review Team at Reports.NHIS@state.mn.us. The list of approved DNR Animal Surveyors is attached to this MCE project. Project planning should take into account that the survey needs to be conducted during the appropriate time of the year, which may be limited.

- The lark sparrow (*Chondestes grammacus*), purple martin (*Progne subis*), and Bell's vireo, all state-listed bird species of special concern, have been documented in the vicinity of the project. Lark sparrows are found in open, grassland areas with scattered trees and shrubs. They build their nest on the ground, in a shrub or a small tree. Purple martins nest in colonies and typically near water. In urban areas, they nest almost exclusively in nest boxes; while in rural areas they can be found nesting in cavities, such as woodpecker holes. In Minnesota, Bell's vireo prefers shrub thickets within or bordering open habitats such as grasslands or wetlands. This bird suspends its nests from forks of low branches of small trees or shrubs. If feasible, avoid disturbance to undisturbed grassland areas and tree and shrub removal from May 15th through August 15th to avoid disturbance of nesting birds.

- The Natural Heritage Information System (NHIS) tracks bat roost trees and hibernacula plus some acoustic data, but this information is not exhaustive. Even if there are no bat records listed nearby, all seven of Minnesota's bats, including the federally endangered northern long-eared bat (*Myotis septentrionalis*), can be found throughout Minnesota. During the active season (approximately April-November) bats roost underneath bark, in cavities, or in crevices of both live and dead trees. Tree removal can negatively impact bats by destroying roosting habitat, especially during the pup rearing season when females are forming maternity roosting colonies and the pups cannot yet fly. To minimize these impacts, the DNR recommends that tree removal be avoided from June 1 through August 15.

- Please visit the DNR Rare Species Guide for more information on the habitat use of these species and recommended measures to avoid or minimize impacts. For further assistance with these species, please contact the appropriate DNR Regional Nongame Specialist or Regional Ecologist.

Federally Protected Species

- The area of interest overlaps with a Rusty Patched Bumble Bee *High Potential Zone*. The rusty patched bumble bee *(Bombus affinis)* is federally listed as endangered and is likely to be present in suitable habitat within *High Potential Zones*. From April through October this species uses underground nests in upland grasslands, shrublands, and forest edges, and forages where nectar and pollen are available. From October through April the species overwinters under tree litter in upland forests and woodlands. The rusty patched bumble bee may be impacted by a variety of land management activities including, but not limited to, prescribed fire, tree-removal, haying, grazing, herbicide use, pesticide use, land-clearing, soil disturbance or compaction, or use of non-native bees. The USFWS rusty patched bumble bee guidance provides guidance on avoiding impacts to rusty patched bumble bee and a key for determining if actions are likely to affect the species; the determination key can be found in the appendix. If applicable, the DNR also recommends reseeding disturbed soils with native species of grasses and forbs using BWSR Seed Mixes or MnDOT Seed Mixes. Please visit the USFWS Rusty Patched Bumble Bee Map for the most current locations of *High Potential Zones*.

- To ensure compliance with federal law, conduct a federal regulatory review using the U.S. Fish and Wildlife Service's (USFWS) online Information for Planning and Consultation (IPaC) tool.

Environmental Review and Permitting

- Given the potential presence of state protected species, and the fact that new records are added periodically, we encourage submission of Natural Heritage Review requests to ensure avoidance of take for these species and to determine survey needs as individual projects are planned.

- Please include a copy of this letter and the MCE-generated Final Project Report in any state or local license or permit application. Please note that measures to avoid or minimize disturbance to the above rare features may be included as restrictions or conditions in any required permits or licenses.

The Natural Heritage Information System (NHIS), a collection of databases that contains information about Minnesota's rare natural features, is maintained by the Division of Ecological and Water Resources, Department of Natural Resources. The NHIS is continually updated as new information becomes available, and is the most complete source of data on Minnesota's rare or otherwise significant species, native plant communities, and other natural features. However, the NHIS is not an exhaustive inventory and thus does not represent all of the occurrences of rare features within the state. Therefore, ecologically significant features for which we have no records may exist within the project area. If

additional information becomes available regarding rare features in the vicinity of the project, further review may be necessary.

For environmental review purposes, the results of this Natural Heritage Review are valid for one year; the results are only valid for the project location and project description provided with the request. If project details change or the project has not occurred within one year, please resubmit the project for review within one year of initiating project activities.

The Natural Heritage Review does not constitute project approval by the Department of Natural Resources. Instead, it identifies issues regarding known occurrences of rare features and potential impacts to these rare features. Visit the Natural Heritage Review website for additional information regarding this process, survey guidance, and other related information. For information on the environmental review process or other natural resource concerns, you may contact your DNR Regional Environmental Assessment Ecologist.

Thank you for consulting us on this matter and for your interest in preserving Minnesota's rare natural resources.

Sincerely,

James Drake
Natural Heritage Review Specialist
James.F.Drake@state.mn.us

Cc: Melissa Collins

DNR List of Surveyors
Endangered and Threatened Animals

Surveyor	Phone Number	Email Address	Mammals	Birds	Herpetofauna	Fishes	Mussels**	Insects	Prairie Skippers
Aquatic Engineering, Inc.									
PO Box 3634 La Crosse, WI 54602									
Thomas Doolittle	#866-781-8770	info@aquaticengineering.org	☐	☐	☐	☐	☑	☐	☐
Glenn Miller	#866-781-8770	info@aquaticengineering.org	☐	☐	☐	☐	☑	☐	☐
Becca Winterringer									
521 Sycamore Drive Euclid, OH 44132									
Becca Winterringer	#636-544-4754	beccawint6@gmail.com	☐	☐	☐	☐	☑	☐	☐
Carver County Water Management Organization									
600 E 4th Street Chaska, MN 55318									
Andrew Edgcumbe	#952-361-1037	aedgcumbe@co.carver.mn.us	☐	☐	☐	☐	☑	☐	☐
Daguna Consulting, LLC									
617 20th Street NE Rochester, MN 55906									
Brett Ostby	#540-230-1042	dagunaconsulting@gmail.com	☐	☐	☐	☐	☑	☐	☐
David Heath									
109 Hillside Street Westby, WI 54667									
David Heath	#608-634-4183	davidjheath@hotmail.com	☐	☐	☐	☐	☑	☐	☐
Dean Hansen									
402 S 6th Street Stillwater, MN 55082									
Dean Hansen	#612-439-8770	hanse112@umn.edu	☐	☐	☐	☐	☐	☑	☑
Dennis Schlicht									
1108 First Avenue Center Point, IA 52213									
Dennis Schlicht	#319-849-1489	dws1108@aol.com	☐	☐	☐	☐	☐	☑	☑
Dennis Skadsen									
RR1 Box 113 Grenville, SD 57239									
Dennis Skadsen	#605-345-4661	dlskadsen@sullybuttes.net	☐	☐	☐	☐	☐	☑	☑

DNR List of Surveyors
Endangered and Threatened Animals

Surveyor	Phone Number	Email Address	Mammals	Birds	Herpetofauna	Fishes	Mussels**	Insects	Prairie Skippers
EcoAnalysts, Inc.									
1417 Hoff Industrial Drive O'Fallon, MO 63366									
Eric Belt	#636-281-1982	contactmo@ecoanalysts.com	☐	☐	☐	☐	☑	☐	☐
Heidi Dunn	#636-281-1982	contactmo@ecoanalysts.com	☐	☐	☐	☐	☑	☐	☐
David Ford	#636-281-1982	contactmo@ecoanalysts.com	☐	☐	☐	☐	☑	☐	☐
Lesley Sneed	#636-281-1982	contactmo@ecoanalysts.com	☐	☐	☐	☐	☑	☐	☐
Kristin Stockton	#636-281-1982	kstockton@ecoanalysts.com	☐	☐	☐	☐	☑	☐	☐
Ecological & GIS Services									
1410 W Euclid Avenue Indianola, IA 50125									
Jerry Selby	#515-961-0718	jselby@mchsi.com	☐	☐	☐	☐	☐	☑	☑
Emmons & Olivier Resources, Inc.									
1919 University Avenue West, Suite 300 St. Paul, MN 55104									
Mike Majeski	#651-770-8448	mmajeski@eorinc.com	☐	☑	☑	☐	☐	☐	☐
Jason Naber	#651-770-8448	.	☐	☐	☑	☐	☐	☐	☐
Endangered Resource Services, LLC									
572 North Day Road St. Croix Falls, WI 54024									
Matthew Berg	#715-338-7502	saintcroixdfly@gmail.com	☐	☐	☐	☐	☑	☐	☐
EnviroScience, Inc.									
5070 Stow Road Stow, OH 44224									
Emily Grossman	#847-269-4159	egrossman@enviroscienceinc.com	☐	☐	☐	☐	☑	☐	☐
Greg Zimmerman	#614-738-6175	gzimmerman@enviroscienceinc.com	☐	☐	☐	☐	☑	☐	☐
Frederick Jannett									
12 Sunset Lane St. Paul, MN 55127									
Frederick Jannett	#651-484-9238	.	☑	☐	☐	☐	☐	☐	☐
GEI Consultants, Inc.									
3159 Voyager Drive Green Bay, WI 54311									
Demetri Lafkas	#920-455-8200	dlafkas@geiconsultants.com	☐	☑	☐	☐	☐	☐	☐
Helms and Associates									
814 North 7th Street Bellevue, IA 52031-9321									
Don Helms	#563-872-4563	helmsdon@cistelecom.net	☐	☐	☐	☐	☑	☐	☐

DNR List of Surveyors
Endangered and Threatened Animals

Surveyor	Phone Number	Email Address	Mammals	Birds	Herpetofauna	Fishes	Mussels**	Insects	Prairie Skippers
HRM									
1101 South Main Street, Suite 110 Chelsea, MI 48118									
David Mifsud	#517-522-3524	dmifsud@herprman.com	☐	☐	☑	☐	☐	☐	☐
Huff & Huff, Inc.									
915 Harger Road, Suite 330 Oak Brook, IL 60523									
Roger Klocek	#630-684-9100	conserve@sbcglobal.net	☐	☐	☐	☐	☑	☐	☐
Jim Russell									
4887 Wilderness Ridge Road Nisswa, MN 56468-2863									
Jim Russell	#218-568-4413	.	☐	☐	☐	☑	☐	☐	☐
Macalaster College									
1600 Grand Avenue St. Paul, MN 55105									
Daniel Hornbach	#651-696-6160	hornbach@macalester.edu	☐	☐	☐	☐	☑	☐	☐
Midwest Natural Resources (main contact: Scott Milburn)									
1032 West 7th Street, Suite 150 St. Paul, MN 55102									
John Bourne	#330-601-6241	john.bourne@mnrinc.us	☐	☑	☑	☐	☐	☐	☐
Otto Gockman	#612-310-6260	otto.gockman@mnrinc.us	☐	☑	☐	☐	☐	☑	☑
Dylan Lueth	#612-310-6260	dylan.lueth@mnrinc.us	☐	☑	☐	☐	☐	☐	☐
Sarah Rosche	#434-222-7832	sarah.rosche@mnrinc.us	☐	☑	☐	☐	☐	☐	☐
Jake Walden	#612-310-6260	jacob.walden@mnrinc.us	☐	☐	☐	☐	☐	☐	☑
Minnesota Department of Transportation (MnDOT)									
395 John Ireland Boulevard St. Paul, MN 55155									
Ryan Foley (not for hire)	#651-366-3597	ryan.foley@state.mn.us	☐	☐	☐	☐	☑	☐	☐
Moorhead State University, Department of Biology									
Building KH, Room 206 Moorhead, MN 56560									
Donna Stockrahm	#218-236-2576	.	☑	☐	☐	☐	☐	☐	☐
Normandeau Associates, Inc.									
400 Old Reading Pike, Building A, Suite 101 Stowe, PA 19464									
Joseph Snavely	#484-945-2631	jsnavely@normandeau.com	☐	☐	☐	☐	☑	☐	☐
Science Museum of MN									
120 W Kellogg Boulevard St. Paul, MN 55102									
Dick Oehlenschlager	#651-221-9450	.	☑	☐	☐	☐	☐	☐	☐

DNR List of Surveyors
Endangered and Threatened Animals

Surveyor	Phone Number	Email Address	Mammals	Birds	Herpetofauna	Fishes	Mussels**	Insects	Prairie Skippers
Southwest State University, Department of Biology									
. Marshall, MN 56258									
Betsy Desy	#507-537-7315	.	☑	☐	☐	☐	☐	☐	☐
St. Croix Watershed Research Station									
16910 152nd Street North Marine on St. Croix, MN 55047									
Toben Lafrancois	#651-433-5953	toben@smm.org	☐	☐	☐	☐	☑	☐	☐
Stantec Consulting Services Inc.									
10200 Alliance Road, Suite 300 Blue Ash, OH 45242									
Cody Fleece	#513-262-3994	cody.fleece@stantec.com	☐	☐	☐	☐	☑	☐	☐
Rachel Fox	#513-635-4511	rachel.fox@stantec.com	☐	☐	☐	☐	☑	☐	☐
2080 Wooddale Drive Suite 100 Woodbury, MN 55125-2920									
Scott Krych	#651-395-5211	scott.krych@stantec.com	☐	☑	☐	☐	☐	☐	☑
209 Commerce Parkway Cottage Grove, WI 53527									
Brian Bub	#608-839-2037	brian.bub@stantec.com	☐	☑	☐	☐	☐	☐	☐
2300 Swan Lake Boulevard, Suite 202 Independence, IA 50644-9708									
Terry VanDeWalle	#319-334-3755	terry.vandewalle@stantec.com	☐	☐	☑	☐	☐	☐	☐
SWCA Environmental Consultants									
1892 Sheridan Avenue Sheridan, WY 82801									
Jake Powell	#307-673-4303	jpowell@swca.com	☐	☐	☐	☐	☐	☐	☑
Tetra Tech, Inc.									
2001 Killebrew Drive, Suite 141 Bloomington, MN 55425									
Kate Schindler	#612-643-2240	kate.schindler@ttemi.com	☑	☑	☐	☐	☐	☐	☐
University of Minnesota, Department of Fisheries, Wildlife & Conservation Biology									
143 Hodson Hall, 1980 Folwell Avenue St. Paul, MN 55108									
Mark Hove	#612-472-3182	mark_hove@umn.edu	☐	☐	☐	☐	☑	☐	☐

DNR List of Surveyors
Endangered and Threatened Animals

Surveyor	Phone Number	Email Address	Mammals	Birds	Herpetofauna	Fishes	Mussels**	Insects	Prairie Skippers
Western EcoSystems Technology (WEST), Inc.									
415 West 17th Street, Suite 200 Cheyenne, WY 82001									
Greg Johnson	#307-632-2972	gjohnson@west-inc.com	☐	☑	☐	☐	☐	☐	☐
7575 Golden Valley Road, Suite 300 Golden Valley, MN 55427									
Alaini Schneider Cossette	#612-839-5280	acossette@west-inc.com	☐	☐	☑	☐	☐	☐	☐
Kirsten Frahm	#612-750-5295	kfrahm@west-inc.com	☐	☐	☑	☐	☐	☐	☐
Westwood Professional Services, Inc.									
12701 Whitewater Drive, Suite 300 Minnetonka, MN 55343									
David Kuhlmann	#952-697-5780	david.kuhlmann@westwoodps.com	☐	☑	☐	☐	☐	☐	☐
Wildlife Research & Consulting Services, LLC									
PO Box 803 Lakeland, MN 55043									
Christopher Smith	#612-275-9737	christopher.smith@fieldecology.com	☐	☐	☑	☐	☐	☑	☐
Winona State University									
175 Mark Street Winona, MN 55987									
Neal Mundahl	#507-457-5695	nmundahl@vax2.winona.edu	☐	☐	☐	☑	☐	☐	☐

**The identification of mussel species can be difficult; qualified surveyors must pass a mussel identification exam. A permit is required to handle live mussels. Please contact Bridget Henning-Randa, at bridget.henning-randa@state.mn.us, prior to any mussel survey work.

The above is a list of individuals who are considered qualified by the Minnesota Department of Natural Resources (DNR) to conduct surveys for endangered and threatened plants within the state of Minnesota. Please note that the DNR qualifies individuals, not firms. The DNR maintains this list to ensure reliable survey results, which ensures the DNR's ability to uphold the Minnesota Endangered Species Statute (Minnesota Statutes, section 84.0895) and associated rules (Minnesota Rules, part 6212.1800 to 6212.2300 and 6134), and avoids any potential delays due to misidentified or overlooked threatened or endangered species.

This list is not intended as an endorsement of any one individual over another. There may be other individuals who are qualified to do rare species surveys. Individuals who would like to be placed on the list should contact Bruce Carlson at bruce.carlson.state.mn.us.

APPENDIX D – Agency Comments and Responses

Memorandum

To: EQB Agency Distribution List

Copy: Anthony Nemcek, City of Rosemount

From: Chaldelia Browne, WSB

Date: December 20, 2023

Re: UMore Study Area AUAR Update – Responses to Comments
WSB Project No. 22511-000

The City of Rosemount issued the Draft UMore Study Area AUAR Update for review to the EQB's distribution list on December 6, 2023. The comment period ended on December 19, 2023 and the city received comments from the Department of Natural Resources, Metropolitan Council, Vermillion River Watershed Joint Powers Organization and Dakota County regarding the Umore Study Area AUAR Update. Each comment, and the city's responses are provided below. Agency comment letters are attached.

Department of Natural Resources

Comment 1: Page 4, Fish, Wildlife, and Ecologically Sensitive Resources
Please note that mitigation measures for the state-endangered Loggerhead Shrike are required, not recommended. Given the potential for this species to be found in the vicinity of the projec.t, tree and shrub removal is required to be avoided during the breeding season, April through July. If you cannot avoid tree removal during loggerhead shrike breeding period, a qualified surveyor needs to conduct a survey for active nests before any trees or shrubs will be removed. Surveys must follow the standards contained in the Rare Species Survey Process. Survey results should be sent to the NH Review Team at Reports.NHIS@state.mn.us. The list of approved DNR Animal Surveyors is attached to the MCE project. Project planning should take into account that the survey needs to be conducted during the appropriate lime of the year, which may be limited.

Response: Comment noted. Mitigation measure V. 1. E. have been revised to reflect comment.

Comment 2: This section does not discuss federally-listed species. The area of interest overlaps with a Rusty Patched Bumble Bee High Potential Zone. The rusty patched bumble bee (Bombus affinis) is federally listed as endangered and is likely to be present in suitable habitat within High Potential Zones. From April through October this species uses underground nests in upland grasslands, shrublands, and forest edges, and forages where nectar and pollen are available. From October through April the species overwinters under tree litter in upland forests and woodlands. The rusty patched bumble bee may be impacted by a variety of land management activities including but limited to, prescribed fire, tree-removal, haying, grazing, herbicide use, pesticide use, land clearing, soil disturbance or compaction, or use of nonnative bees. The USFWS rusty patched bumble bee guidance provides guidance on avoiding impacts to rusty patched bumble bee and a key for determining if actions are likely to affect the species; the determination key can be found in the appendix. If applicable, the DNR also recommends reseeding disturbed soils with native species

540 GATEWAY BLVD | BURNSVILLE, MN | 55337 | 952.737.4660 | WSBENG.COM

or grasses and forbs using BWSR Seed Mixes or MnDOT Seed Mixes. Please visit the USFWS Rusty Patched Bumble Bee Map for the most current locations of High Potential Zones. To ensure compliance with federal law, conduct a federal regulatory review using the U.S. Fish and Wildlife Service's (USFWS) online Information for Planning and Consultation (lPaC) tool .

Response: Comment noted. Mitigation Measure V. 1.K. has been added for rusty patch bumble bee. An IPAC review was conducted and is within Appendix **B** of the AUAR update.

Comment 3: Page 5, Water Use Mitigation Plan
Water Appropriation. A DNR Water Appropriation Permit is required if the water pumped exceeds 10,000 gallons in a day, or one million gallons in one year. The DNR General Permit for Temporary Appropriation, with its lower permit application fee and reduced time for review, may be used for the dewatering if the dewatering volume is less than 50 million gallons and the time of the appropriation is less than one year. Before the construction of a well that is capable of producing more than 10,000 gallons of water in a day, or one million gallons of water in a year, the plans for the well are required to be reviewed by the DNR. The DNR review of a proposed well is done through the “Well Construction Assessment” process. At the end of the process, the DNR will notify the applicant of natural resource or sustainability issues that may impact the applicant’s ability to use the well.

Response: Comment noted. Mitigation Measure V.2 L and M have been added to reflect this comment.

Comment 4: Page 6, Erosion and Sedimentation Mitigation Plan; Water Quantity and Quality Mitigation Plan. Please incorporate relevant recommendations and requirements regarding state-listed species from the July 10, 2023 Natural Heritage letter into the SWPPP and construction plan details. These include the use of weed-free, native state seed mixes, and the timing of ground disturbance and tree and shrub removal, and the use of wildlife-friendly erosion control .

Response: Comment Noted. Mitigation measure V.3.D has been added to the AUAR to reflect this comment.

Comment 5: We recommend that products containing chloride not be used for dust suppression within the project area. Chloride released into local surface water and groundwater does not dissipate, but instead accumulates to levels that are toxic to aquatic species.

Response: Comment Noted Mitigation measure V. 4. L pertains to this consideration

Comment 6: This section should discuss project lighting, and any affect it could have on migratory birds. Animals depend on the daily cycle of light and dark for behaviors such as hunting, migrating, sleeping, and protection from predators. Light pollution can affect their sensitivity to the night environment and alter their activities. In addition to the undesirable effects of upward facing lighting, the hue of lights can also affect wildlife. LED lighting has become increasingly popular due to its efficiency and long lifespan. However, these bright lights tend to emit blue light, which can be harmful to birds, insects, and fish. The DNR recommends that any projects using LED luminaries follow

the MnDOT Approved Products for luminaries, which limits the Uplight rating to 0. A nominal color temperature below 2700K is preferable for wildlife, and so we recommend choosing products that have the lowest number for backlight and glare (all approved products should already be 0 for Uplight).)

Response: Comment Noted. Mitigation measure 10. V B was also updated to reflect this recommendation.

Metropolitan Council

Comment 1: Section V. 4. Water Quantity and Quality Mitigation Plan (John Clark, 651-602-1452) The AUAR Update proposes the addition of six to eight new water supply wells to meet the water demand for a proposed development. However, this information contradicts the City of Rosemount's current Local Water Supply Plan (LWSP) approved by the Minnesota Department of Natural Resources (DNR) on May 2, 2019. The AUAR Update should acknowledge the potential unavailability of required water and propose alternative solutions in case reliance on municipal water supply services becomes problematic.

Response: The AUAR update has been updated to reflect the LWSP. The City plans to expand the water distribution (lateral) system in conjunction with development and has plotted a possible well site to be installed if needed. The City will utilize rural wells as needed to supply water to serve growth within the eastern side of the City.

Comment 2: The City had requested additional pumping infrastructure/capacity and revised future demand estimates to serve industrial customers. Council staff recommend the City collaborate with the DNR, before developing these parcels, to ensure availability of local water resources for current and future developments. Staff note that the approval of the LWSP does not automatically approve future appropriation permit requests. If the City obtains approval for an updated LWSP from the DNR, that updated plan needs to be submitted to the Metropolitan Council as a comprehensive plan amendment for further review.

Response: Comment noted. Mitigation Measure V2.I has been added to reflect collaboration with the DNR to ensure availability of local water resources for current and future developments. Mitigation Measure V2. J has been added to reflect the need for any approved LWSP update to be submitted to the Metropolitan Council as a comprehensive plan amendment for further review

Comment 3: The AUAR Update should explore strategies to reduce water consumption and promote water reuse where feasible. Council staff recommend that the AUAR Update explicitly outline the strategies and controls that the City plans to implement to ensure sustainable water use in the developing area.

Response: Comment noted. The City of Rosemount amended its Environment and Sustainability Commission Goals in 2023 and the LWSP explores strategies to reduce water consumption. Mitigation Measure V.2. K. has been added to reflect this consideration . Documents explicitly outlining strategies have been linked in the AUAR update.

Comment 4: The City should assess whether proposed site uses pose a risk of contaminating the drinking water supply and implement necessary precautions and best management

practices. Staff suggest exploring smart-salting requirements for chloride management to protect water supplies and nearby resources.

Response: Comment Noted. The city appreciates the need to chloride management and currently promotes smart salting within City. Mitigation measure V.4.L. has been added to the AUAR to reflect this consideration.

Comment 5: Section V. 11. Compatibility with Land Use Regulations Mitigation Plan: Housing (Olivia Boerschinger, 651-602-1327)
Since several different land use scenarios may occur in the study area, this could impact calculation of affordable housing need. To facilitate land for the development of affordable housing within the drafting of the 2040 Comprehensive Plan (Plan), the City chose to guide land following Option 2 outlined in the Council's Housing Policy Plan. Option 2 requires planning to accommodate its total share of regional need, which is 957 units, by guiding sufficient land at both a minimum of 6 units per acre to support households earning 51-80% Area Median Income (AMI), and at 12 units per acre to support households earning less than 50% AMI. The City currently has a narrow margin for land use with a minimum density of 12 units per acre or greater. If there is a need to change the future land use designations in the study area to accommodate a certain scenario, contact Council staff early to ensure consistency

Response: Comment Noted. Mitigation measure V.11.E. was added to reflect the recommendation.

Comment 6: Section V. 11. Compatibility with Land Use Regulations Mitigation Plan: Solar (Mackenzie Young-Walters, 651-602-1327)
Staff recommends the inclusion of Solar-Ready design and construction for all new developments within the AUAR Update area to better align with the City's 2040 Plan resilience goals: "Renewable Energy: Look for opportunities to remove barriers and increase renewable energy use in order to strengthen and diversify the energy grid and mitigate climate related impacts."

Response: Comment Noted. Mitigation measure V. 11. F was added to include this recommendation.

The city will encourage developers to implement the use of native plantings and seed mixes in vegetated areas of developments. Mitigation measure 31 was updated to include this recommendation.

Comment 7: Section V. 11. Compatibility with Land Use Regulations Mitigation Plan: Forecasts (Todd Graham, 651-602-1322)
All the scenarios in the AUAR Update describe development and intensities of use greater than what the Council has assumed for this area in its 2040 forecasts. In 2021, when Council staff met with City staff, City staff expected approximately 2,000 units to be added during 2018-2030, and another 2,000 during 2030-2040. City's communitywide forecast was adjusted as a result through the UMore Park Mixed Use Residential comprehensive plan amendment, authorized by the Council on September 22, 2021 (Business Item No. 2021-226). City staff should contact Council staff if that expectation has changed**.**

Response: Comment Noted**.** The City will contact Council staff to adjust , if necessary.

<u>Vermillion River Watershed Joint Powers Organization</u>

Comment 1: Page 4, Stormwater Management: On November 28, 2021, the City of Empire was delegated jurisdictional authority for stormwater management within its incorporated area. The VRWJPO suggests revising the language in this section to reflect this change.

Response: Comment noted. The language has been revised.

Comment 2: VRWJPO suggests that a Water Resources map/exhibit be included in Appendix A of the AUAR showing the locations of jurisdictional wetlands from the existing wetland delineation on record and the National Wetland Inventory.

Response: Comment noted. The documented wetlands identified in the City of Rosemount Comprehensive Wetland Management Plan and the National Wetland Inventory can be used for initial planning purposes. Section V.1 mentions that developments are required to delineate wetlands as part of the development process.

Comment 3: The VRWJPO suggests including language in the AUAR that the Cities will advise future developers to work with the City staff and Dakota County to address any on-site contamination associated with the former Gopher Ordinance Works (GOW) site. Dakota County has detailed information regarding locations and the extent of contamination on the site from GOW, and it is important that soil contamination cleanup takes place during the development phase in order to address any long-term impacts to water resources

Response: Comment noted. Mitigation measure V 6. I. has been added to the AUAR update to indicate soil contamination cleanup requirement for developments based on extent identified by Dakota County associated with the former GOW site.

Dakota County

Comment 1: Transportation
The mitigation plan should address and recognize that various traffic analyses on CSAH 42, associated with nearby development proposals, have occurred since the last AUAR update.

Response: Comment noted. Mitigation V. 7. H has been added.

Comment 2: The mitigation plan should recognize the recommendations of the 2010 Rosemount/Empire/Umore Area Transportation System Study.

Response: Comment noted. Mitigation Measure V.7. D and E have been added.

Comment 3: Section E. should include recommendations of the 2040 Corridor Management Plan for Dakota County Highway 42.

Response: Comment noted. Mitigation measures have been added to V. 7.

Comment 4: Please identify that the County Board adopted recommendations for CSAH 42 Segment 15 were an adopted amendment to the original 1999 County Road 42 Corridor Study

Response: Comment noted. Language has been updated.

Comment 5: Section F. identifies construction of frontage roads adjacent to CSAH 42. Generally, this is a positive benefit and directs access to county highways at appropriate locations. However, this measure should not be recognized as a stand-alone mitigation measure to address county highway traffic volumes. In addition, references to intersection improvement and signalization in Section F. should be removed as these are addressed in Section E.

Response: Comment noted. Edits have been made.

Comment 6: Dakota County is willing to work with the city to further discuss potential solutions that address our concerns and address the obstacles that the city has identified in providing a connected local roadway network.

Response: Comment noted.

Comment 7: Environmental Resources
Since the County provided comment on the 2018 AUAR update both the State and County have additional groundwater quality data from water wells. The municipal wells are likely to be constructed in the Jordan Aquifer. Nitrate, the herbicide cyanazine, trichloroethylene, and PFAS are over the drinking water guidelines in the Jordan aquifer, see enclosed map. Additional study and sampling of the groundwater quality is recommended. The original and subsequent updates to the AUAR do not provide detail on the treatment planned for the water treatment plants. Treatment to reduce the industrial and agricultural chemicals may be required by the MN Department of Health.

Response: Comment noted. Based on the City's LWSP, no wells are planned within the study area; however the city will conduct additional study and sampling of groundwater quality as needed.

This concludes the responses to comments on the AUAR Update. If you have questions, please contact me at 612-394-2395 or cbrowne@wsbeng.com.

DEPARTMENT OF NATURAL RESOURCES

Division of Ecological and Water Resources
Region 3 Headquarters
1200 Warner Road
Saint Paul, MN 55106

Transmitted by Email

December 19, 2023

Anthony Nemcek
Senior Planner
City of Rosemount
2875 145th St. W.
Rosemount, MN 55068

Dear Anthony Nemcek,

Thank you for the opportunity to review the UMore Study Area Alternative Urban Areawide Review (AUAR) Update in Dakota County. The DNR respectfully submits the following comments for your consideration:

V. Mitigation Summary and Update

1. Page 4, Fish, Wildlife, and Ecologically Sensitive Resources:
    - Please not that mitigation measures for the state-endangered Loggerhead Shrike are **required,** not recommended. Given the potential for this species to be found in the vicinity of the projec.t, tree and shrub removal is **required** to be avoided during the breeding season, April through July. If you cannot avoid tree removal during loggerhead shrike breeding period, a qualified surveyor needs to conduct a survey for active nests before any trees or shrubs will be removed. Surveys must follow the standards contained in the Rare Species Survey Process. Survey results should be sent to the NH Review Team at Reports.NHIS@state.mn.us. The list of approved DNR Animal Surveyors is attached to the MCE project. Project planning should take into account that the survey needs to be conducted during the appropriate lime of the year, which may be limited.
    - This section does not discuss federally-listed species. The area of interest overlaps with a Rusty Patched Bumble Bee *High Potential Zone.* The rusty patched bumble bee *(Bombus affinis)* is federally listed as endangered and is likely to be present in suitable habitat within *High Potential Zones.* From April through October this species uses underground nests in upland grasslands, shrublands, and forest edges, and forages where nectar and pollen are available. From October through April the species overwinters under tree litter in upland forests and woodlands. The rusty patched bumble bee may be impacted by a variety of land management activities including, but

not limited to, prescribed fire, tree-removal, haying, grazing, herbicide use, pesticide use, land clearing, soil disturbance or compaction, or use of non-native bees. The USFWS rusty patched bumble bee guidance provides guidance on avoiding impacts to rusty patched bumble bee and a key for determining if actions are likely to affect the species; the determination key can be found in the appendix. If applicable, the DNR also recommends reseeding disturbed soils with native species or grasses and forbs using BWSR Seed Mixes or MnDOT Seed Mixes. Please visit the USFWS Rusty Patched Bumble Bee Map for the most current locations of *High Potential Zones.*

To ensure compliance with federal law, conduct a federal regulatory review using the U.S. Fish and Wildlife Service's (USFWS) online Information for Planning and Consultation (IPaC) tool.

2. Page 5, Water Use Mitigation Plan.

   - Water Appropriation. A DNR Water Appropriation Permit is required if the water pumped exceeds 10,000 gallons in a day, or one million gallons in one year. The DNR General Permit for Temporary Appropriation, with its lower permit application fee and reduced time for review, may be used for the dewatering if the dewatering volume is less than 50 million gallons and the time of the appropriation is less than one year.

     Before the construction of a well that is capable of producing more than 10,000 gallons of water in a day, or one million gallons of water in a year, the plans for the well are required to be reviewed by the DNR. The DNR review of a proposed well is done through the "Well Construction Assessment" process. At the end of the process, the DNR will notify the applicant of natural resource or sustainability issues that may impact the applicant's ability to use the well.

3. Page 6, Erosion and Sedimentation Mitigation Plan; Water Quantity and Quality Mitigation Plan.

   - Please incorporate relevant recommendations and **requirements** regarding state-listed species from the July 10, 2023 Natural Heritage letter into the SWPPP and construction plan details. These include the use of weed-free, native state seed mixes, and the timing of ground disturbance and tree and shrub removal, and the use of wildlife-friendly erosion control.

   - We recommend that products containing chloride not be used for dust suppression within the project area. Chloride released into local surface water and groundwater does not dissipate, but instead accumulates to levels that are toxic to aquatic species.

4. Page 12, Visual Mitigation Plan.

   - This section should discuss project lighting, and any affect it could have on migratory birds. Animals depend on the daily cycle of light and dark for behaviors such as hunting, migrating, sleeping, and protection from predators. Light pollution can affect their sensitivity to the night environment and alter their activities. In addition to the undesirable effects of upward facing lighting, the hue of lights can also affect wildlife. LED lighting has become increasingly popular due to its efficiency and long lifespan. However, these bright lights tend to emit blue light, which can be harmful to birds, insects, and fish. The DNR recommends that any projects using LED luminaries follow

the MnDOT Approved Products for luminaries, which limits the Uplight rating to 0. A nominal color temperature below 2700K is preferable for wildlife, and so we recommend choosing products that have the lowest number for backlight and glare (all approved products should already be 0 for Uplight).

Thank you again for the opportunity to review this document. Please let me know if you have any questions.

Sincerely,

Melissa Collins
Regional Environmental Assessment Ecologist | Ecological and Water Resources
Minnesota Department of Natural Resources
Phone: 651-259-5755
Email: melissa.collins@state.mn.us

CC:

Equal Opportunity Employer

December 19, 2023

Anthony Nemcek, Senior Planner
City of Rosemount
2875 145th Street W
Rosemount, MN 55068

RE: City of Rosemount – Alternative Urban Areawide Review Update (AUAR) – UMore Study Area
Metropolitan Council Review File No. 21138-4
Metropolitan Council District No. 12

Dear Anthony Nemcek:

Metropolitan Council received the UMore Study Area AUAR Update on December 1, 2023. The AUAR represents the 5-year update required under environmental rules for a study area of approximately 4,900 acres located in the southern portion of the City of Rosemount and the northern portion of the City of Empire. Of the 4,900 acres in the study area, approximately 715 acres have been approved for development. The City of Rosemount and the City of Empire anticipate development to occur over the next 15 to 25 years depending on market conditions.

Metropolitan Council staff completed its review of the AUAR Update to determine its accuracy and completeness in addressing regional concerns. Staff concludes that the AUAR Update is complete and accurate with respect to regional concerns and does not raise major issues of consistency with Council policies. However, staff offers the following comments for your consideration:

Section V. 4. Water Quantity and Quality Mitigation Plan *(John Clark, 651-602-1452)*

- The AUAR Update proposes the addition of six to eight new water supply wells to meet the water demand for a proposed development. However, this information contradicts the City of Rosemount's current Local Water Supply Plan (LWSP) approved by the Minnesota Department of Natural Resources (DNR) on May 2, 2019. The AUAR Update should acknowledge the potential unavailability of required water and propose alternative solutions in case reliance on municipal water supply services becomes problematic.

- The City has requested additional pumping infrastructure/capacity and revised future demand estimates to serve industrial customers. Council staff recommend the City collaborate with the DNR, before developing these parcels, to ensure availability of local water resources for current and future developments. Staff note that the approval of the LWSP does not automatically approve future appropriation permit requests. If the City obtains approval for an updated LWSP from the DNR, that updated plan needs to be submitted to the Metropolitan Council as a comprehensive plan amendment for further review.

- The AUAR Update should explore strategies to reduce water consumption and promote water reuse where feasible. Council staff recommend that the AUAR Update explicitly outline the strategies and controls that the City plans to implement to ensure sustainable water use in the developing area.

- The City should assess whether proposed site uses pose a risk of contaminating the drinking water supply and implement necessary precautions and best management practices. Staff suggest

exploring smart-salting requirements for chloride management to protect water supplies and nearby resources.

- Staff recommend that the City replace removed trees with new plantings on-site or offsite to offset environmental impacts, increase shade, and enhance environmental and public health factors.

Section V. 11. Compatibility with Land Use Regulations Mitigation Plan: Housing *(Olivia Boerschinger, 651-602-1327)*
Since several different land use scenarios may occur in the study area, this could impact calculation of affordable housing need. To facilitate land for the development of affordable housing within the drafting of the 2040 Comprehensive Plan (Plan), the City chose to guide land following Option 2 outlined in the Council's *Housing Policy Plan*. Option 2 requires planning to accommodate its total share of regional need, which is 957 units, by guiding sufficient land at both a minimum of 6 units per acre to support households earning 51-80% Area Median Income (AMI), and at 12 units per acre to support households earning less than 50% AMI. The City currently has a narrow margin for land use with a minimum density of 12 units per acre or greater. If there is a need to change the future land use designations in the study area to accommodate a certain scenario, contact Council staff early to ensure consistency.

Section V. 11. Compatibility with Land Use Regulations Mitigation Plan: Solar *(MacKenzie Young-Walters, 651-602-1327)*
Staff recommends the inclusion of Solar-Ready design and construction for all new developments within the AUAR Update area to better align with the City's 2040 Plan resilience goals: "Renewable Energy: Look for opportunities to remove barriers and increase renewable energy use in order to strengthen and diversify the energy grid and mitigate climate related impacts."

Section V. 11. Compatibility with Land Use Regulations Mitigation Plan: Forecasts *(Todd Graham, 651-602-1322)*
All the scenarios in the AUAR Update describe development and intensities of use greater than what the Council has assumed for this area in its 2040 forecasts. In 2021, when Council staff met with City staff, City staff expected approximately 2,000 units to be added during 2018-2030, and another 2,000 during 2030-2040. City's communitywide forecast were adjusted as a result through the UMore Park Mixed Use Residential comprehensive plan amendment, authorized by the Council on September 22, 2021 (Business Item No. 2021-226). City staff should contact Council staff if that expectation has changed.

The Council will not take formal action on the AUAR Update. If you have any questions or need further information, please contact Emma Dvorak, Principal Reviewer and Sector Representative, at 651-602-1399 or via email at emma.dvorak@metc.state.mn.us.

Sincerely,

Raya Esmaeili for:

Angela R. Torres, AICP, Senior Manager
Local Planning Assistance

CC: Tod Sherman, Development Reviews Coordinator, MnDOT - Metro Division
Susan Vento, Metropolitan Council District 12
Judy Sventek, Water Resources Manager
Emma Dvorak, Sector Representative/ Principal Reviewer
Reviews Coordinator

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December 14, 2023

Anthony Nemcek, Senior Planner
City of Rosemount
2875 145th St W.
Rosemount, MN 55068

RE: UMORE Study Area AUAR Document Comments

The Vermillion River Watershed Joint Powers Organization (VRWJPO) appreciates the opportunity to review and comment on the Alternative Urban Areawide Review (AUAR) at UMore Study Area Update #2 dated December 1, 2023. Staff has reviewed updated document for the AUAR and have the following comments:

- Page 4, Stormwater Management: On November 28,2021, the City of Empire was delegated jurisdictional authority for stormwater management within its incorporated area. The VRWJPO suggests revising language in this section to reflect this change.
- VRWJPO suggests that a Water Resources map/exhibit be included in Appendix A of the AUAR showing the locations of jurisdictional wetlands from existing wetland delineations on record and the National Wetland Inventory.
- The VRWJPO suggests including language in the AUAR that the Cities will advise future developers to work with City staff and Dakota County to address any on-site contamination associated with the former Gopher Ordinance Works (GOW) site. Dakota County has detailed information regarding locations and the extent of contamination on the site from the GOW, and it's important that soil contamination cleanup takes place during the development phase in order to address any long-term impacts to water resources.

Thank you for the opportunity to review and comment on the Updated UMore AUAR Document.

Sincerely,

Jeff Dunn
VRWJPO Water Resources Engineer

Travis Thiel
VRWJPO Administrator

Vermillion River Watershed Joint Powers Organization
4100 220th Street West, Suite 103, Farmington, Minnesota 55024 | 952.891.7000 | Fax 952.891.7588

December 19, 2023

Anthony Nemcek
City of Rosemount
2875 145th Street W
Rosemount, MN 55068

Thank you for the opportunity to review the updated UMore Study Area Alternative Urban Areawide Review (AUAR) update. County Physical Development staff reviewed the document and offer the following comments for consideration.

Transportation

- The mitigation plan should address and recognize that various traffic analyses on CSAH 42, associated with nearby development proposals, have occurred since the last AUAR update.

- The mitigation plan should recognize the recommendations of the 2010 Rosemount/Empire/Umore Area Transportation System Study. Section E. should include recommendations of the 2040 Corridor Management Plan for Dakota County Highway 42. Please identify that the County Board adopted recommendations for CSAH 42 Segment 15 were an adopted amendment to the original 1999 County Road 42 Corridor Study.
  Section F. identifies construction of frontage roads adjacent to CSAH 42. Generally, this is a positive benefit and directs access to county highways at appropriate locations. However, this measure should not be recognized as a stand-alone mitigation measure to address county highway traffic volumes. In addition, references to intersection improvement and signalization in Section F. should be removed as these are addressed in Section E.

Environmental Resources –

Since the County provided comment on the 2018 AUAR update both the State and County have additional groundwater quality data from water wells. The municipal wells are likely to be constructed in the Jordan Aquifer. Nitrate, the herbicide cyanazine, trichloroethylene, and PFAS are over the drinking water guidelines in the Jordan aquifer, see enclosed map. Additional study and sampling of the groundwater quality is

Physical Development Division

P 952-891-7000 **F** 952-891-7031 **W** www.dakotacounty.us
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recommended. The original and subsequent updates to the AUAR do not provide detail on the treatment planned for the water treatment plants. Treatment to reduce the industrial and agricultural chemicals may be required by the MN Department of Health.

Sincerely,

Georg T Fischer, Director
Physical Development Division

cc: Commissioner William Droste, District 4
Matt Smith, County Manager

Physical Development Division

P 952-891-7000 **F** 952-891-7031 **W** www.dakotacounty.us
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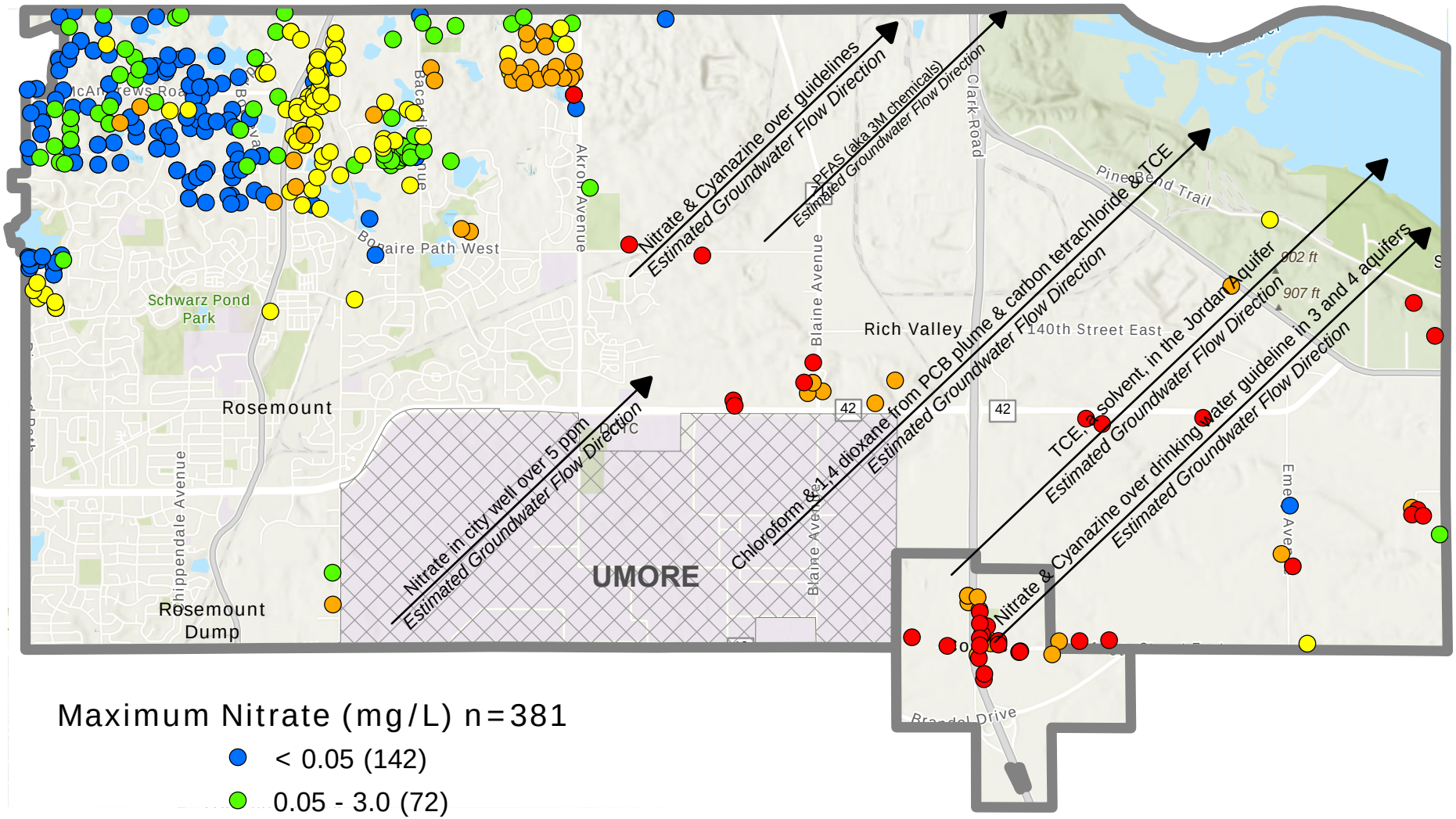
Nitrate Results in Private Drinking Water Wells in Rosemount and Coates Including Known Contaminant Concerns in Vicinity



Maximum Nitrate (mg/L) n=381

- < 0.05 (142)
- 0.05 - 3.0 (72)
- 3.0 - 5.0 (82)
- 5.0 - 10.0 (48)
- > 10.0* (37)
- Umore property

* Standard for drinking water (10.0 mg/L)

Search Results from *12/21/2023* to *12/31/2023*

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Main Calendar

City Council Meeting - UPDATED DATE
December 21, 2023, 7:00 PM - 8:00 PM
More Details

CITY HALL CLOSED - Christmas Observed
December 25, 2023 - December 26, 2023
More Details

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January 2024

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

Main Calendar

CITY HALL CLOSED - New Year's Day
January 1, 2024, All Day
More Details

City Council Work Session Meeting
January 2, 2024, 5:00 PM - 7:00 PM
More Details

City Council Meeting
January 2, 2024, 7:00 PM - 8:00 PM
More Details

Environment and Sustainability Commission Meeting
January 9, 2024, 5:30 PM - 6:30 PM
More Details

CITY HALL CLOSED - Martin Luther King, Jr. Day
January 15, 2024, All Day
More Details

Port Authority Meeting
January 16, 2024, 6:00 PM - 7:00 PM
More Details

City Council Meeting
January 16, 2024, 7:00 PM - 8:00 PM
More Details

Parks and Recreation Commission Meeting
January 22, 2024, 7:00 PM - 8:00 PM
More Details

Planning Commission Meeting
January 23, 2024, 6:30 PM - 7:30 PM
More Details

Youth Commission Meeting
January 24, 2024, 3:45 PM - 4:45 PM
More Details

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