

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

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

6. CONSENT AGENDA

- a. Bill Listings
- b. Minutes of the December 21, 2023 Regular Meeting Minutes
- c. Minutes of the January 2, 2024 Regular Meeting Minutes
- d. Minutes of the January 2, 2024 Work Session Proceedings
- e. 2024 Solid Waste Haulers Licenses
- f. Agreement to Provide Solid Waste and Recycling Coordination Services
- g. JPA with Dakota County for Acquisition and Construction of the Rosemount Greenway
- h. Accept Feasibility Report & Order Public Hearing - Aspen Avenue Extension Project
- i. Approve City Entry into JPA with Dakota County - Temporary Traffic Signal at County State Aid Highway 42 & Blaine Avenue
- j. Renewal of the Small Scale Mineral Extraction Permit for Bolander and Sons
- k. Zoning Ordinance Text Amendment Request to Modify Modify Section 11-5-2: Supplementary Regulations to allow for horseshoe or looped driveways with no more than two curb cuts within the RR-Rural Residential Zoning District
- l. Renewal of the Vesterra, LLC, and Stonex, LLC, Small Scale Mineral Extraction Permit for 2024.
- m. Renewal of the Shafer Contracting Co., Inc. Small Scale Mineral Extraction Permit for 2024

- n. Renewal of the Dakota Aggregates Large Scale Mineral Extraction Permit for 2024
- o. Application to Conduct Off-Site Gambling - Rosemount Area Hockey Association
- p. 2024 Community Development Block Grant (CDBG) Allocation
- q. 2024-2028 Dakota County South Metro SWAT JPA
- r. Approval of Senior Police Records Specialist Position and Grade Revision of the Records Specialist Position.

7. PUBLIC HEARINGS

- a. Public Improvement Hearing for the 2024 Street Improvement Project, City Project 2024-01

8. UNFINISHED BUSINESS

- a. Report on Annual Evaluation of City Administrator

9. NEW BUSINESS

- a. PD PW Campus Project Update

10. ANNOUNCEMENTS

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

11. ADJOURNMENT

PACKET: 06890 01/08/2024 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

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

01-081575 HOME DEPOT CREDIT SERVICE									
I	3034566	IMPACT BITS & EXTENSIONS	APBNK	1/08/2024	R	1/04/2024	49.32	49.32CR	
		G/L ACCOUNT		CK: 154366			49.32		
	101	45202-01-241.00	SMALL TOOLS			49.32	IMPACT BITS & EXTENSIONS		
			REG. CHECK			1	49.32	49.32CR	0.00
							49.32	0.00	

01-005066 MARCO TECHNOLOGIES LLC									
I	518640388	LEASE PYMT - SHARP MX-5071	APBNK	1/08/2024	R	12/23/2023	244.23	244.23CR	
		G/L ACCOUNT		CK: 154367			244.23		
	101	41810-01-580.00	OTHER EQUIPMENT			244.23	LEASE PYMT - SHARP MX-5071		
			REG. CHECK			1	244.23	244.23CR	0.00
							244.23	0.00	

01-190095 SAM'S CLUB									
I	9912 4736 2024	CITY HALL SUPPLIES & VENDIN	APBNK	1/08/2024	R	1/04/2024	311.72	311.72CR	
		G/L ACCOUNT		CK: 154368			311.72		
	101	41810-01-260.00	FOOD FOR RESALE			34.20	CITY HALL SUPPLIES & VENDING		
	101	41940-01-208.00	MISCELLANEOUS SUPPLIES			277.52	CITY HALL SUPPLIES & VENDING		
			REG. CHECK			1	311.72	311.72CR	0.00
							311.72	0.00	

01-240010 XCEL ENERGY									
I	8807010-0 12/23	WELL #15	APBNK	1/08/2024	R	12/26/2023	281.02	281.02CR	
		G/L ACCOUNT		CK: 154369			281.02		
	601	49425-01-381.00	ELECTRIC UTILITIES			281.02	WELL #15		
			REG. CHECK			1	281.02	281.02CR	0.00
							281.02	0.00	

PACKET: 06890 01/08/2024 AP CHECK RUN

VENDOR SET: 01

REPORT TOTALS

FUND DISTRIBUTION

FUND NO#	FUND NAME	AMOUNT
101	GENERAL FUND	605.27CR
601	WATER UTILITY FUND	281.02CR
** TOTALS **		886.29CR

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	886.29 886.29	886.29CR 0.00	0.00
EFT		0.00 0.00	0.00 0.00	0.00
NON-CHECKS		0.00 0.00	0.00 0.00	0.00
ALL CHECKS	4	886.29 886.29	886.29CR 0.00	0.00

ERRORS:

0

WARNINGS:

0

Jeah Malecha

1/10/2024

PACKET: 06897 01/11/2024 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

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

01-004555 ABT MAILCOM										
I	47269	MONTHLY OUTSOURCING-UB BILL	APBNK	1/11/2024	R	12/21/2023		2,617.82	2,617.82CR	
		G/L ACCOUNT		CK: 154370				2,617.82		
	601	49400-01-313.00	OUTSOURCE	BILL	PRINT/MAIL		785.34	MONTHLY OUTSOURCING-UB	BILLS	
	602	49450-01-313.00	OUTSOURCE	BILL	PRINT/MAIL		785.34	MONTHLY OUTSOURCING-UB	BILLS	
	603	49500-01-313.00	OUTSOURCE	BILL	PRINT/MAIL		785.34	MONTHLY OUTSOURCING-UB	BILLS	
	608	49508-01-313.00	OUTSOURCE	BILL	PRINT/MAIL		261.80	MONTHLY OUTSOURCING-UB	BILLS	
				REG. CHECK		1		2,617.82	2,617.82CR	0.00
								2,617.82	0.00	

01-004186 ADVANCE AUTO PARTS										
C	1596-IC-379949	TOOL RETURN	APBNK	1/11/2024	R	12/06/2023		55.09CR	55.09	
		G/L ACCOUNT		CK: 154371				55.09CR		
	101	43100-01-241.00	SMALL TOOLS				55.09CR	TOOL RETURN		
I	1596-ID-379719	TRUCK CLEANING SUPPLIES	APBNK	1/11/2024	R	12/01/2023		70.89	70.89CR	
		G/L ACCOUNT		CK: 154371				70.89		
	101	43100-01-211.00	CLEANING SUPPLIES				70.89	TRUCK CLEANING SUPPLIES		
I	1596-ID-379822	MINOR EQUIPMENT	APBNK	1/11/2024	R	12/04/2023		189.99	189.99CR	
		G/L ACCOUNT		CK: 154371				189.99		
	101	43100-01-242.00	MINOR EQUIPMENT				189.99	MINOR EQUIPMENT		
I	1596-ID-379834	ADDITIVES & CLEANING SUPPLI	APBNK	1/11/2024	R	12/04/2023		121.77	121.77CR	
		G/L ACCOUNT		CK: 154371				121.77		
	101	43100-01-213.00	LUBRICANTS & ADDITIVES				57.93	ADDITIVES & CLEANING SUPPLIES		
	101	43100-01-211.00	CLEANING SUPPLIES				63.84	ADDITIVES & CLEANING SUPPLIES		
I	1596-ID-379844	SMALL TOOLS	APBNK	1/11/2024	R	12/04/2023		315.38	315.38CR	
		G/L ACCOUNT		CK: 154371				315.38		
	101	43100-01-241.00	SMALL TOOLS				315.38	SMALL TOOLS		
I	1596-ID-379935	BATTERY W/CORE RETURN	APBNK	1/11/2024	R	12/06/2023		133.32	133.32CR	
		G/L ACCOUNT		CK: 154371				133.32		
	101	43100-01-221.00	EQUIPMENT PARTS				133.32	BATTERY W/CORE RETURN		
I	1596-ID-379937	CLEANING SUPPLIES	APBNK	1/11/2024	R	12/06/2023		5.01	5.01CR	
		G/L ACCOUNT		CK: 154371				5.01		
	101	43100-01-211.00	CLEANING SUPPLIES				5.01	CLEANING SUPPLIES		
I	1596-ID-380151	AIR CHUCK REPLACEMENT	APBNK	1/11/2024	R	12/11/2023		35.35	35.35CR	
		G/L ACCOUNT		CK: 154371				35.35		
	101	45202-01-241.00	SMALL TOOLS				35.35	AIR CHUCK REPLACEMENT		

PACKET: 06897 01/11/2024 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-380210		PARTS	APBNK	1/11/2024	R	12/12/2023		203.21	203.21CR	
		G/L ACCOUNT		CK: 154371				203.21		
	101 43100-01-221.00	EQUIPMENT PARTS					203.21	PARTS		
I 1596-ID-380265		SUPPLIES,PARTS & FLUIDS	APBNK	1/11/2024	R	12/13/2023		329.35	329.35CR	
		G/L ACCOUNT		CK: 154371				329.35		
	101 43100-01-215.00	SHOP MATERIALS					154.08	SUPPLIES,PARTS & FLUIDS		
	101 43100-01-213.00	LUBRICANTS & ADDITIVES					115.86	SUPPLIES,PARTS & FLUIDS		
	101 43100-01-221.00	EQUIPMENT PARTS					59.41	SUPPLIES,PARTS & FLUIDS		
I 1596-ID-380395		LIFT SUPPORT	APBNK	1/11/2024	R	12/15/2023		33.92	33.92CR	
		G/L ACCOUNT		CK: 154371				33.92		
	101 43100-01-221.00	EQUIPMENT PARTS					33.92	LIFT SUPPORT		
I 1596-ID-380467		ROTORS & BRAKE PADS	APBNK	1/11/2024	R	12/18/2023		178.07	178.07CR	
		G/L ACCOUNT		CK: 154371				178.07		
	101 43100-01-221.00	EQUIPMENT PARTS					178.07	ROTORS & BRAKE PADS		
I 1596-ID-380686		TOOLS	APBNK	1/11/2024	R	12/22/2023		206.14	206.14CR	
		G/L ACCOUNT		CK: 154371				206.14		
	101 43100-01-241.00	SMALL TOOLS					206.14	TOOLS		
I 1596-ID-380714		TOOLS	APBNK	1/11/2024	R	12/22/2023		661.47	661.47CR	
		G/L ACCOUNT		CK: 154371				661.47		
	101 43100-01-241.00	SMALL TOOLS					661.47	TOOLS		
I 1596-ID-380839		EQUIPMENT	APBNK	1/11/2024	R	12/27/2023		1,098.10	1,098.10CR	
		G/L ACCOUNT		CK: 154371				1,098.10		
	101 43100-01-242.00	MINOR EQUIPMENT					1,098.10	EQUIPMENT		
I 1596-ID-380873		PARTS	APBNK	1/11/2024	R	12/28/2023		13.79	13.79CR	
		G/L ACCOUNT		CK: 154371				13.79		
	101 43100-01-221.00	EQUIPMENT PARTS					13.79	PARTS		
				REG. CHECK			1	3,540.67	3,540.67CR	0.00
								3,540.67	0.00	

01-006113 AIMPOINT INC										
I 99910		10 AIMPOINT RIFLE OPTICS	APBNK	1/11/2024	R	12/29/2023		4,209.80	4,209.80CR	
		G/L ACCOUNT		CK: 154373				4,209.80		
	101 42110-01-221.00	EQUIPMENT PARTS					4,209.80	10 AIMPOINT RIFLE OPTICS		
				REG. CHECK			1	4,209.80	4,209.80CR	0.00
								4,209.80	0.00	

VENDOR SEQUENCE

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

01-004100 ALEX PRO FIREARMS LLC									
I 23143		RIFLES AND PARTS	APBNK	1/11/2024	R	12/19/2023	18,115.00	18,115.00CR	
		G/L ACCOUNT		CK: 154374			18,115.00		
	101 42110-01-221.00	EQUIPMENT PARTS				18,115.00	RIFLES AND PARTS		
				REG. CHECK		1	18,115.00	18,115.00CR	0.00
							18,115.00	0.00	

01-005879 ALLIANT ENGINEERING INC									
I 76336		AKRON AVE SOUTHERN EXTENSIO	APBNK	1/11/2024	R	12/22/2023	26,295.07	26,295.07CR	
		G/L ACCOUNT		CK: 154375			26,295.07		
	483 48000-01-303.00	ENGINEERING FEES				26,295.07	AKRON AVE SOUTHERN EXTENSION		
				REG. CHECK		1	26,295.07	26,295.07CR	0.00
							26,295.07	0.00	

01-011309 AMER ENGINEERING TESTING									
I INV-171580		ASPEN AVENUE EXTENSION	APBNK	1/11/2024	R	12/28/2023	8,303.90	8,303.90CR	
		G/L ACCOUNT		CK: 154376			8,303.90		
	493 48000-01-303.00	ENGINEERING FEES				8,303.90	ASPEN AVENUE EXTENSION		
				REG. CHECK		1	8,303.90	8,303.90CR	0.00
							8,303.90	0.00	

01-002071 AMERICAN FLAGPOLE & FLAG CO									
I 186292		NYLON REPLACEMENT FLAGS	APBNK	1/11/2024	R	12/21/2023	512.00	512.00CR	
		G/L ACCOUNT		CK: 154377			512.00		
	101 41940-01-219.00	FLAGS & FLAGPOLE MAINTENANCE				512.00	NYLON REPLACEMENT FLAGS		
				REG. CHECK		1	512.00	512.00CR	0.00
							512.00	0.00	

01-005403 APEX OUTDOOR INC									
I CMB97		SALTING/SNOW REMOVAL	APBNK	1/11/2024	R	1/01/2024	1,320.00	1,320.00CR	
		G/L ACCOUNT		CK: 154378			1,320.00		
	101 45100-01-411.00	CONTRACTED SNOW REMOVAL				1,320.00	SALTING/SNOW REMOVAL		
I CMB98		SALTING/SNOW REMOVAL	APBNK	1/11/2024	R	1/01/2024	540.00	540.00CR	
		G/L ACCOUNT		CK: 154378			540.00		
	101 11500	ACCOUNTS RECEIVABLE				270.00	SALTING/SNOW REMOVAL		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
	101	45100-30-411.00	CONTRACTED SNOW REMOVAL			270.00	SALTING/SNOW REMOVAL		
			REG. CHECK			1	1,860.00	1,860.00CR	0.00
							1,860.00	0.00	
01-003924 APPLE COLLISION & GLASS									
I A1CP377721		BUMPER DAMAGE REPAIR-UNIT 3	APBNK	1/11/2024	R	12/19/2023	7,680.77	7,680.77CR	
		G/L ACCOUNT		CK: 154379			7,680.77		
	101	43100-01-404.00	CONTRACTED MACH & EQUIP SERV			3,652.31	BUMPER DAMAGE REPAIR-UNIT 341		
	101	43100-01-221.00	EQUIPMENT PARTS			4,028.46	BUMPER DAMAGE REPAIR-UNIT 341		
I A1CP385187		INSPECTION VEHICLE REPAIRED	APBNK	1/11/2024	R	12/26/2023	2,664.69	2,664.69CR	
		G/L ACCOUNT		CK: 154379			2,664.69		
	101	41910-01-439.00	OTHER MISCELLANEOUS CHARGES			2,664.69	INSPECTION VEHICLE REPAIRED		
			REG. CHECK			1	10,345.46	10,345.46CR	0.00
							10,345.46	0.00	
01-002377 ASPEN MILLS									
I 321216		BATTALION CHIEF UNIFORM-DYS	APBNK	1/11/2024	R	10/12/2023	471.81	471.81CR	
		G/L ACCOUNT		CK: 154380			471.81		
	101	42210-01-218.00	FIRE DEPARTMENT CLOTHING			471.81	BATTALION CHIEF UNIFORM-DYSON		
			REG. CHECK			1	471.81	471.81CR	0.00
							471.81	0.00	
01-004368 AXON ENTERPRISE INC									
I INUS216971		2024 FLEET PAYMENT	APBNK	1/11/2024	R	1/01/2024	26,732.16	26,732.16CR	
		G/L ACCOUNT		CK: 154381			26,732.16		
	207	49007-01-577.00	OTHER EQUIPMENT PURCHASES			26,732.16	2024 FLEET PAYMENT		
			REG. CHECK			1	26,732.16	26,732.16CR	0.00
							26,732.16	0.00	
01-004321 BHE COMMUNITY SOLAR LLC									
I 11968955		NOVEMBER SOLAR SUBSCRIPTION	APBNK	1/11/2024	R	12/20/2023	1,706.72	1,706.72CR	
		G/L ACCOUNT		CK: 154382			1,706.72		
	601	49409-01-381.00	ELECTRIC UTILITIES			1,430.80	NOVEMBER SOLAR SUBSCRIPTIONS		
	601	49425-01-381.00	ELECTRIC UTILITIES			275.92	NOVEMBER SOLAR SUBSCRIPTIONS		
			REG. CHECK			1	1,706.72	1,706.72CR	0.00
							1,706.72	0.00	

PACKET: 06897 01/11/2024 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

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

01-005738 BOARMAN KROOS VOGEL GROUP I									
I 63092		POLICE AND PW CAMPUS	APBNK	1/11/2024	R	12/10/2023	69,151.33	69,151.33CR	
		G/L ACCOUNT		CK: 154383			69,151.33		
	421 48000-01-302.00	ARCHITECTS' FEES				69,151.33	POLICE AND PW CAMPUS		
				REG. CHECK		1	69,151.33	69,151.33CR	0.00
							69,151.33	0.00	

01-021815 BRAUN INTERTEC CORP									
I B370949		RSMT PICKLE BALL & DOG PARK	APBNK	1/11/2024	R	12/28/2023	4,869.50	4,869.50CR	
		G/L ACCOUNT		CK: 154384			4,869.50		
	205 49005-01-540.00	IMPROVEMENTS OTHER THAN BLDGS				4,869.50	RSMT PICKLE BALL & DOG PARK		
				REG. CHECK		1	4,869.50	4,869.50CR	0.00
							4,869.50	0.00	

01-004103 BUSINESS ESSENTIALS									
I OE-QT-76110-1		BUSINESS CARDS-2 SETS	APBNK	1/11/2024	R	12/18/2023	77.04	77.04CR	
		G/L ACCOUNT		CK: 154385			77.04		
	101 41810-01-209.00	OTHER OFFICE SUPPLIES				77.04	BUSINESS CARDS-2 SETS		
I WO-1274417-1		MISC OFFICE SUPPLIES-STOCK	APBNK	1/11/2024	R	12/13/2023	135.31	135.31CR	
		G/L ACCOUNT		CK: 154385			135.31		
	101 41810-01-209.00	OTHER OFFICE SUPPLIES				135.31	MISC OFFICE SUPPLIES-STOCK		
I WO-1275802-1		MISC OFFICE SUPPLIES-CALEND	APBNK	1/11/2024	R	12/21/2023	34.48	34.48CR	
		G/L ACCOUNT		CK: 154385			34.48		
	101 41810-01-209.00	OTHER OFFICE SUPPLIES				34.48	MISC OFFICE SUPPLIES-CALENDARS		
I WO-1275933-1		OFFICE SUPPLIES	APBNK	1/11/2024	R	12/22/2023	53.76	53.76CR	
		G/L ACCOUNT		CK: 154385			53.76		
	101 41810-01-209.00	OTHER OFFICE SUPPLIES				53.76	OFFICE SUPPLIES		
				REG. CHECK		1	300.59	300.59CR	0.00
							300.59	0.00	

01-006110 RAIMUNDO M CARRION									
I 2024-0008		PERMIT 5486-DAMAGE DEPOSIT	APBNK	1/11/2024	R	12/27/2023	500.00	500.00CR	
		G/L ACCOUNT		CK: 154386			500.00		
	101 22005	REFUNDS PAYABLE - P&R				500.00	PERMIT 5486-DAMAGE DEPOSIT		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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			REG. CHECK			1		500.00	500.00CR	0.00
								500.00	0.00	

01-004169 CCP NI MASTER TENANT 4, LLC

I NOV 2023		MONTHLY SOLAR SUBSCRIPTIONS	APBNK	1/11/2024	R	12/21/2023		2,484.67	2,484.67CR	
		G/L ACCOUNT		CK: 154387				2,484.67		
	101	41940-01-381.00	ELECTRIC UTILITIES			854.10		MONTHLY SOLAR SUBSCRIPTIONS		
	601	49414-01-381.00	ELECTRIC UTILITIES			1,282.20		MONTHLY SOLAR SUBSCRIPTIONS		
	601	49407-01-381.00	ELECTRIC UTILITIES			348.37		MONTHLY SOLAR SUBSCRIPTIONS		
			REG. CHECK			1		2,484.67	2,484.67CR	0.00
								2,484.67	0.00	

01-002078 CDW GOVERNMENT INC

I NQ58535		KEYBOARD	APBNK	1/11/2024	R	12/18/2023		81.41	81.41CR	
		G/L ACCOUNT		CK: 154388				81.41		
	101	41520-01-392.00	P.C. ACCESSORIES & SUPPLIES			81.41		KEYBOARD		
I NS19176		HEADSET CONTROL-W. DODDS	APBNK	1/11/2024	R	12/21/2023		60.80	60.80CR	
		G/L ACCOUNT		CK: 154388				60.80		
	101	41520-01-391.00	P.C. MAINTENANCE			60.80		HEADSET CONTROL-W. DODDS		
I NS21629		HEADSET - L. STOFFEL	APBNK	1/11/2024	R	12/21/2023		56.05	56.05CR	
		G/L ACCOUNT		CK: 154388				56.05		
	101	41520-01-392.00	P.C. ACCESSORIES & SUPPLIES			56.05		HEADSET - L. STOFFEL		
I NW56886		MOUSE-A. SIMONSON	APBNK	1/11/2024	R	1/05/2024		46.87	46.87CR	
		G/L ACCOUNT		CK: 154388				46.87		
	101	41320-01-391.00	P.C. MAINTENANCE			46.87		MOUSE-A. SIMONSON		
			REG. CHECK			1		245.13	245.13CR	0.00
								245.13	0.00	

01-000424 CERTIFIED RECYCLING LLC

I 77531		METER HEADS & MXU'S RECYCLI	APBNK	1/11/2024	R	12/22/2023		261.70	261.70CR	
		G/L ACCOUNT		CK: 154389				261.70		
	601	49400-01-319.00	OTHER PROFESSIONAL SERVICES			261.70		METER HEADS & MXU'S RECYCLING		
I 78299		YEAR-END RECYCLING COUPONS	APBNK	1/11/2024	R	1/02/2024		550.00	550.00CR	
		G/L ACCOUNT		CK: 154389				550.00		
	101	41940-01-384.00	REFUSE DISPOSAL			550.00		YEAR-END RECYCLING COUPONS		

PACKET: 06897 01/11/2024 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		811.70	811.70CR	0.00
								811.70	0.00	
01-001576 CG MARKETING GROUP										
I 103173		BUSINESS CARDS-PD	APBNK	1/11/2024	R	11/09/2023		250.65	250.65CR	
		G/L ACCOUNT		CK: 154390				250.65		
	101 42110-01-203.00	PRINTED FORMS & PAPER					250.65	BUSINESS CARDS-PD		
I 103374		BUSINESS CARDS-PD	APBNK	1/11/2024	R	12/01/2023		246.48	246.48CR	
		G/L ACCOUNT		CK: 154390				246.48		
	101 42110-01-203.00	PRINTED FORMS & PAPER					246.48	BUSINESS CARDS-PD		
				REG. CHECK		1		497.13	497.13CR	0.00
								497.13	0.00	
01-005542 CHARTER COMMUNICATIONS										
I 113140301121423		FIRE STATION 2 CABLE	APBNK	1/11/2024	R	12/14/2023		140.91	140.91CR	
		G/L ACCOUNT		CK: 154391				140.91		
	101 42210-01-439.00	OTHER MISCELLANEOUS CHARGES					140.91	FIRE STATION 2 CABLE		
				REG. CHECK		1		140.91	140.91CR	0.00
								140.91	0.00	
01-005760 CINTAS CORP										
I 5190969300		FIRST AID KIT SUPPLIES	APBNK	1/11/2024	R	1/02/2024		899.89	899.89CR	
		G/L ACCOUNT		CK: 154392				899.89		
	101 41940-01-208.00	MISCELLANEOUS SUPPLIES					899.89	FIRST AID KIT SUPPLIES		
				REG. CHECK		1		899.89	899.89CR	0.00
								899.89	0.00	
01-030784 CINTAS CORPORATION										
I 4178508730		MATS @ PW OFFICE BLDG	APBNK	1/11/2024	R	12/28/2023		88.73	88.73CR	
		G/L ACCOUNT		CK: 154393				88.73		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					88.73	MATS @ PW OFFICE BLDG		
I 4178508731		MATS @ CARPENTER SHOP	APBNK	1/11/2024	R	12/28/2023		30.00	30.00CR	
		G/L ACCOUNT		CK: 154393				30.00		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					30.00	MATS @ CARPENTER SHOP		

PACKET: 06897 01/11/2024 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 4178508732		MATS @ FS #1	APBNK	1/11/2024	R	12/28/2023		30.00	30.00CR	
		G/L ACCOUNT		CK: 154393				30.00		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					30.00	MATS @ FS #1		
I 4178508752		MATS @ FS #2	APBNK	1/11/2024	R	12/28/2023		30.00	30.00CR	
		G/L ACCOUNT		CK: 154393				30.00		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					30.00	MATS @ FS #2		
I 4178508759		MATS @ CITY HALL	APBNK	1/11/2024	R	12/28/2023		87.62	87.62CR	
		G/L ACCOUNT		CK: 154393				87.62		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					87.62	MATS @ CITY HALL		
I 4178508793		MATS & TOWELS @ MAINT BLDG	APBNK	1/11/2024	R	12/28/2023		51.47	51.47CR	
		G/L ACCOUNT		CK: 154393				51.47		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					13.03	MATS & TOWELS @ MAINT BLDG		
	101 43100-01-211.00	CLEANING SUPPLIES					38.44	MATS & TOWELS @ MAINT BLDG		
I 4178508803		MATS @ POLICE	APBNK	1/11/2024	R	12/28/2023		67.23	67.23CR	
		G/L ACCOUNT		CK: 154393				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	

01-030908 CITY OF APPLE VALLEY										
I 7829		1ST QTR 2024 JPA	APBNK	1/11/2024	R	1/01/2024		23,806.25	23,806.25CR	
		G/L ACCOUNT		CK: 154394				23,806.25		
	101 41140-01-329.00	OTHER COMMUNICATION COSTS					23,806.25	1ST QTR 2024 JPA		
		REG. CHECK					1	23,806.25	23,806.25CR	0.00
								23,806.25	0.00	

01-030956 CITY OF ROSEMOUNT										
I 2024-0009		DECEMBER 2023 STATE SURCHAR	APBNK	1/11/2024	R	1/03/2024		115.68	115.68CR	
		G/L ACCOUNT		CK: 154395				115.68		
	101 20810	BUILDING PERMIT SURCHARGE					110.40	DECEMBER 2023 STATE SURCHARGE		
	101 20811	BUILDING PMT SURCHARGE-SET FEE					0.84	DECEMBER 2023 STATE SURCHARGE		
	101 20820	ELECTRICAL PERMIT SURCHARGE					1.60	DECEMBER 2023 STATE SURCHARGE		
	101 20860	HEATING/AIR COND PERMIT SURCHG					1.12	DECEMBER 2023 STATE SURCHARGE		
	101 20830	PLUMBING PERMIT SURCHARGE					1.30	DECEMBER 2023 STATE SURCHARGE		
	101 20850	SEWER PERMIT SURCHARGE					0.42	DECEMBER 2023 STATE SURCHARGE		
		REG. CHECK					1	115.68	115.68CR	0.00
								115.68	0.00	

PACKET: 06897 01/11/2024 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-030957 CITY OF ROSEMOUNT

I 2024-0023	DEC 2023 CITY SHARE SAC FEE	APBNK	1/11/2024	R	1/03/2024	4,696.65		4,696.65CR		
	G/L ACCOUNT		CK: 154396			4,696.65				
	101 20815	METRO SAC FOR MWCC				4,696.65		DEC 2023 CITY SHARE SAC FEES		
		REG. CHECK				1		4,696.65	4,696.65CR	0.00
								4,696.65	0.00	

01-030999 CIVIC SYSTEMS LLC

I CVC24207	SEMI-ANNUAL UB/CR SUPPORT F	APBNK	1/11/2024	R	12/19/2023	3,408.00		3,408.00CR		
	G/L ACCOUNT		CK: 154397			3,408.00				
	601 49400-01-391.00	P.C. MAINTENANCE				1,136.00		SEMI-ANNUAL UB/CR SUPPORT FEES		
	602 49450-01-391.00	P.C. MAINTENANCE				1,136.00		SEMI-ANNUAL UB/CR SUPPORT FEES		
	603 49500-01-391.00	P.C. MAINTENANCE				1,136.00		SEMI-ANNUAL UB/CR SUPPORT FEES		
		REG. CHECK				1		3,408.00	3,408.00CR	0.00
								3,408.00	0.00	

01-003109 CIVICPLUS LLC

I 281092	CIVICCLERK ANNUAL FEE	APBNK	1/11/2024	R	1/01/2024	6,360.00		6,360.00CR		
	G/L ACCOUNT		CK: 154398			6,360.00				
	101 41320-01-394.00	P.C. SOFTWARE PURCHASES				6,360.00		CIVICCLERK ANNUAL FEE		
		REG. CHECK				1		6,360.00	6,360.00CR	0.00
								6,360.00	0.00	

01-004599 CLEAN CHOICE ENERGY

I INV200814303	NOVEMBER SOLAR SUBSCRIPTION	APBNK	1/11/2024	R	1/03/2024	790.48		790.48CR		
	G/L ACCOUNT		CK: 154399			790.48				
	601 49407-01-381.00	ELECTRIC UTILITIES				318.65		NOVEMBER SOLAR SUBSCRIPTIONS		
	101 41940-01-381.00	ELECTRIC UTILITIES				80.85		NOVEMBER SOLAR SUBSCRIPTIONS		
	601 49410-01-381.00	ELECTRIC UTILITIES				390.98		NOVEMBER SOLAR SUBSCRIPTIONS		
		REG. CHECK				1		790.48	790.48CR	0.00
								790.48	0.00	

PACKET: 06897 01/11/2024 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-004639 CLEARWAY COMMUNITY SOLAR LL

I ROSEMNT-12312		OCTOBER SOLAR SUBSCRIPTIONS	APBNK	1/11/2024	R	12/18/2023		4,319.86	4,319.86CR	
		G/L ACCOUNT		CK: 154400				4,319.86		
	101	41940-01-381.00	ELECTRIC UTILITIES				184.61	OCTOBER SOLAR SUBSCRIPTIONS		
	101	43121-01-381.00	ELECTRIC UTILITIES				30.08	OCTOBER SOLAR SUBSCRIPTIONS		
	101	45100-01-381.00	ELECTRIC UTILITIES				2,948.62	OCTOBER SOLAR SUBSCRIPTIONS		
	101	45202-01-381.00	ELECTRIC UTILITIES				123.79	OCTOBER SOLAR SUBSCRIPTIONS		
	201	46300-01-381.00	ELECTRIC UTILITIES				4.13	OCTOBER SOLAR SUBSCRIPTIONS		
	601	49406-01-381.00	ELECTRIC UTILITIES				158.86	OCTOBER SOLAR SUBSCRIPTIONS		
	601	49417-01-381.00	ELECTRIC UTILITIES				308.65	OCTOBER SOLAR SUBSCRIPTIONS		
	601	49418-01-381.00	ELECTRIC UTILITIES				275.47	OCTOBER SOLAR SUBSCRIPTIONS		
	602	49452-01-381.00	ELECTRIC UTILITIES				43.10	OCTOBER SOLAR SUBSCRIPTIONS		
	602	49458-01-381.00	ELECTRIC UTILITIES				25.73	OCTOBER SOLAR SUBSCRIPTIONS		
	602	49460-01-381.00	ELECTRIC UTILITIES				15.56	OCTOBER SOLAR SUBSCRIPTIONS		
	603	49511-01-381.00	ELECTRIC UTILITIES				9.02	OCTOBER SOLAR SUBSCRIPTIONS		
	608	49508-01-381.00	ELECTRIC UTILITIES				192.24	OCTOBER SOLAR SUBSCRIPTIONS		

I ROSEMNT-12312-0		OCTOBER SOLAR SUBSCRIPTIONS	APBNK	1/11/2024	R	12/18/2023		6,880.12	6,880.12CR	
		G/L ACCOUNT		CK: 154400				6,880.12		
	101	11510	NATIONAL GUARD A/R				6,880.12	OCTOBER SOLAR SUBSCRIPTIONS		

REG. CHECK	1	11,199.98	11,199.98CR	0.00
		11,199.98	0.00	

01-031370 COLLINS ELECTRICAL CONSTR C

I 2333519.01		LIGHTS REPLACED @ ERICKSON	APBNK	1/11/2024	R	12/27/2023		4,023.43	4,023.43CR	
		G/L ACCOUNT		CK: 154402				4,023.43		
	101	45202-01-403.00	CONTRACTED R & M-OTHER IMPROV				4,023.43	LIGHTS REPLACED @ ERICKSON PK		

I 2334007.01		BLMFLD WARMING HOUSE HOOK U	APBNK	1/11/2024	R	12/19/2023		316.00	316.00CR	
		G/L ACCOUNT		CK: 154402				316.00		
	101	45202-01-403.00	CONTRACTED R & M-OTHER IMPROV				316.00	BLMFLD WARMING HOUSE HOOK UP		

I 2334023.01		OUTLET FOR FS #2 TV SCREEN	APBNK	1/11/2024	R	12/19/2023		307.00	307.00CR	
		G/L ACCOUNT		CK: 154402				307.00		
	101	42210-01-439.00	OTHER MISCELLANEOUS CHARGES				307.00	OUTLET FOR FS #2 TV SCREEN		

REG. CHECK	1	4,646.43	4,646.43CR	0.00
		4,646.43	0.00	

PACKET: 06897 01/11/2024 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-001468 COMMERCIAL FLOORING SERVICE

I 204162-1		TILE SEALING @ CITY HALL	APBNK	1/11/2024	R	12/27/2023		2,314.00	2,314.00CR	
		G/L ACCOUNT		CK: 154403				2,314.00		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					2,314.00	TILE SEALING @ CITY HALL		
				REG. CHECK			1	2,314.00	2,314.00CR	0.00
								2,314.00	0.00	

01-031530 COMPUTER INTEGRATION TECH

I 364606		MANAGED SERVER BACKUP-JAN	APBNK	1/11/2024	R	12/15/2023		2,655.00	2,655.00CR	
		G/L ACCOUNT		CK: 154404				2,655.00		
	101 41320-01-391.00	P.C. MAINTENANCE					2,655.00	MANAGED SERVER BACKUP-JAN		
I 364742		DATTO SAAS FOR OFFICE 365	APBNK	1/11/2024	R	12/15/2023		693.00	693.00CR	
		G/L ACCOUNT		CK: 154404				693.00		
	101 41320-01-391.00	P.C. MAINTENANCE					693.00	DATTO SAAS FOR OFFICE 365		
				REG. CHECK			1	3,348.00	3,348.00CR	0.00
								3,348.00	0.00	

01-004277 CORE & MAIN LP

I T451662		OMNI T2 1.5" METERS	APBNK	1/11/2024	R	1/04/2024		6,400.71	6,400.71CR	
		G/L ACCOUNT		CK: 154405				6,400.71		
	601 49400-01-220.00	METER PURCHASES					6,400.71	OMNI T2 1.5" METERS		
I U109864		CONTRACTOR SUMP PUMP	APBNK	1/11/2024	R	12/19/2023		580.60	580.60CR	
		G/L ACCOUNT		CK: 154405				580.60		
	603 49500-01-242.00	MINOR EQUIPMENT					580.60	CONTRACTOR SUMP PUMP		
I U157323		SPARE 1/4 SOCKET-METER HEAD	APBNK	1/11/2024	R	12/28/2023		42.83	42.83CR	
		G/L ACCOUNT		CK: 154405				42.83		
	601 49400-01-220.00	METER PURCHASES					42.83	SPARE 1/4 SOCKET-METER HEADS		
				REG. CHECK			1	7,024.14	7,024.14CR	0.00
								7,024.14	0.00	

01-004921 CRAMER MARKETING

I 43325		2023 W2'S,1099'S,1095'S,ENV	APBNK	1/11/2024	R	12/19/2023		718.35	718.35CR	
		G/L ACCOUNT		CK: 154406				718.35		
	101 41810-01-203.00	PRINTED FORMS & PAPER					718.35	2023 W2'S,1099'S,1095'S,ENV		

PACKET: 06897 01/11/2024 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		718.35	718.35CR	0.00
								718.35	0.00	
01-004805 CUSTOM APPAREL INC										
I 12871		FIRE DEPARTMENT APPAREL	APBNK	1/11/2024	R	12/27/2023		3,369.00	3,369.00CR	
		G/L ACCOUNT		CK: 154407				3,369.00		
	101 42210-01-218.00	FIRE DEPARTMENT CLOTHING					3,369.00	FIRE DEPARTMENT APPAREL		
				REG. CHECK		1		3,369.00	3,369.00CR	0.00
								3,369.00	0.00	
01-004437 CUSTOM CAP & TIRE										
I 270062949		TIRES AND LABOR	APBNK	1/11/2024	R	12/21/2023		1,350.64	1,350.64CR	
		G/L ACCOUNT		CK: 154408				1,350.64		
	101 43100-01-404.00	CONTRACTED MACH & EQUIP SERV					100.00	TIRES AND LABOR		
	101 43100-01-222.00	TIRES					1,250.64	TIRES AND LABOR		
I 270063439		TIRES AND LABOR	APBNK	1/11/2024	R	12/21/2023		58.00	58.00CR	
		G/L ACCOUNT		CK: 154408				58.00		
	101 43100-01-222.00	TIRES					8.00	TIRES AND LABOR		
	101 43100-01-404.00	CONTRACTED MACH & EQUIP SERV					50.00	TIRES AND LABOR		
I 270063597		CONTRACT LABOR	APBNK	1/11/2024	R	12/29/2023		235.00	235.00CR	
		G/L ACCOUNT		CK: 154408				235.00		
	101 43100-01-221.00	EQUIPMENT PARTS					15.00	CONTRACT LABOR		
	101 43100-01-404.00	CONTRACTED MACH & EQUIP SERV					220.00	CONTRACT LABOR		
I 270063635		4 TIRES	APBNK	1/11/2024	R	1/03/2024		801.52	801.52CR	
		G/L ACCOUNT		CK: 154408				801.52		
	101 43100-01-222.00	TIRES					801.52	4 TIRES		
				REG. CHECK		1		2,445.16	2,445.16CR	0.00
								2,445.16	0.00	
01-005291 DAK CNTY-VSQG COLLECTION PR										
I 2024-0012		BATTERY RECYCLING	APBNK	1/11/2024	R	1/04/2024		10.23	10.23CR	
		G/L ACCOUNT		CK: 154409				10.23		
	101 41940-01-384.00	REFUSE DISPOSAL					10.23	BATTERY RECYCLING		
				REG. CHECK		1		10.23	10.23CR	0.00
								10.23	0.00	

PACKET: 06897 01/11/2024 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

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

01-005859 DAKOTA 911									
I	RO2024-02	FEBRUARY 911 FEE	APBNK	1/11/2024	R	1/03/2024	36,783.00	36,783.00CR	
		G/L ACCOUNT		CK: 154410			36,783.00		
		101 42110-01-319.00	OTHER PROFESSIONAL SERVICES			36,783.00	FEBRUARY 911 FEE		
			REG. CHECK			1	36,783.00	36,783.00CR	0.00
							36,783.00	0.00	

01-040225 DAKOTA COUNTY FINANCE									
I	125002	JPA/ABSENTEE BALLOTING SERV	APBNK	1/11/2024	R	1/05/2024	1,421.66	1,421.66CR	
		G/L ACCOUNT		CK: 154411			1,421.66		
		101 41410-01-580.00	OTHER EQUIPMENT PURCHASES			1,421.66	JPA/ABSENTEE BALLOTING SERVICE		
			REG. CHECK			1	1,421.66	1,421.66CR	0.00
							1,421.66	0.00	

01-040487 DALCO									
I	4175662	SC JANITORIAL SUPPLIES	APBNK	1/11/2024	R	12/22/2023	558.34	558.34CR	
		G/L ACCOUNT		CK: 154412			558.34		
		101 45100-30-211.00	CLEANING SUPPLIES			558.34	SC JANITORIAL SUPPLIES		
I	4178835	COMPOSTABLE LINERS	APBNK	1/11/2024	R	1/04/2024	124.34	124.34CR	
		G/L ACCOUNT		CK: 154412			124.34		
		101 45100-30-211.00	CLEANING SUPPLIES			124.34	COMPOSTABLE LINERS		
			REG. CHECK			1	682.68	682.68CR	0.00
							682.68	0.00	

01-040825 DICK'S VALLEY SERVICE INC									
I	23-69446	TOWING CHARGE-UNIT 436	APBNK	1/11/2024	R	10/16/2023	248.00	248.00CR	
		G/L ACCOUNT		CK: 154413			248.00		
		101 43100-01-404.00	CONTRACTED MACH & EQUIP SERV			248.00	TOWING CHARGE-UNIT 436		
			REG. CHECK			1	248.00	248.00CR	0.00
							248.00	0.00	

PACKET: 06897 01/11/2024 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

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

01-000316 DRAIN PRO-PLUMBING INC									
I 73455		SERVICE CALL-COMM CENTER	APBNK	1/11/2024	R	12/27/2023	175.00	175.00CR	
		G/L ACCOUNT		CK: 154414			175.00		
	650 45130-01-223.00	BUILDING REPAIR SUPPLIES				175.00	SERVICE CALL-COMM CENTER		
				REG. CHECK		1	175.00	175.00CR	0.00
							175.00	0.00	

01-004400 DUNDAS SOLAR HOLDINGS LLC									
I 2312-6951A		NOVEMBER SOLAR SUBSCRIPTION	APBNK	1/11/2024	R	12/21/2023	7,892.50	7,892.50CR	
		G/L ACCOUNT		CK: 154415			7,892.50		
	650 45130-01-381.00	ELECTRIC UTILITIES				7,892.50	NOVEMBER SOLAR SUBSCRIPTION		
				REG. CHECK		1	7,892.50	7,892.50CR	0.00
							7,892.50	0.00	

01-050213 EARL F ANDERSEN INC									
I 0135067-IN		12 LEASH AND CLEAN UP SIGN	APBNK	1/11/2024	R	12/20/2023	496.20	496.20CR	
		G/L ACCOUNT		CK: 154416			496.20		
	101 43121-01-226.00	SIGN REPAIR MATERIALS				496.20	12 LEASH AND CLEAN UP SIGN		
I 0135068-IN		SIGNS & EQUIPMENT	APBNK	1/11/2024	R	12/20/2023	1,213.35	1,213.35CR	
		G/L ACCOUNT		CK: 154416			1,213.35		
	101 43121-01-226.00	SIGN REPAIR MATERIALS				1,213.35	SIGNS & EQUIPMENT		
I 0135069-IN		SIGNS & EQUIPMENT	APBNK	1/11/2024	R	12/20/2023	834.95	834.95CR	
		G/L ACCOUNT		CK: 154416			834.95		
	101 43121-01-226.00	SIGN REPAIR MATERIALS				834.95	SIGNS & EQUIPMENT		
				REG. CHECK		1	2,544.50	2,544.50CR	0.00
							2,544.50	0.00	

01-050340 ECOLAB PEST									
I 4136707		PEST CONTROL-MN DOT	APBNK	1/11/2024	R	12/28/2023	46.16	46.16CR	
		G/L ACCOUNT		CK: 154417			46.16		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES				46.16	PEST CONTROL-MN DOT		
I 4136708		PEST CONTROL-CH,SHOP,PW	APBNK	1/11/2024	R	12/28/2023	132.73	132.73CR	
		G/L ACCOUNT		CK: 154417			132.73		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES				132.73	PEST CONTROL-CH,SHOP,PW		

PACKET: 06897 01/11/2024 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		178.89	178.89CR	0.00
								178.89	0.00	
01-051330 EMERGENCY APPARATUS MAINT										
I 130435		PARTS AND LABOR-E21	APBNK	1/11/2024	R	12/21/2023		754.01	754.01CR	
		G/L ACCOUNT		CK: 154418				754.01		
	101 43100-01-404.00	CONTRACTED MACH & EQUIP SERV					694.88	PARTS AND LABOR-E21		
	101 43100-01-221.00	EQUIPMENT PARTS					59.13	PARTS AND LABOR-E21		
			REG. CHECK			1		754.01	754.01CR	0.00
								754.01	0.00	
01-051340 EMERGENCY AUTOMOTIVE TECH										
I OAK23146		IN HOUSE BUILD UNIT 4	APBNK	1/11/2024	R	12/27/2023		4,890.96	4,890.96CR	
		G/L ACCOUNT		CK: 154419				4,890.96		
	207 49007-01-576.00	OTHER EQUIPMENT PURCHASES					4,890.96	IN HOUSE BUILD UNIT 4		
			REG. CHECK			1		4,890.96	4,890.96CR	0.00
								4,890.96	0.00	
01-005556 ENCOMPASS										
I 50400		FIRE STATION 1 FACADE PROJE	APBNK	1/11/2024	R	1/02/2024		2,017.50	2,017.50CR	
		G/L ACCOUNT		CK: 154420				2,017.50		
	484 48000-01-303.00	ENGINEERING FEES					2,017.50	FIRE STATION 1 FACADE PROJECT		
			REG. CHECK			1		2,017.50	2,017.50CR	0.00
								2,017.50	0.00	
01-051910 ESRI INC										
I 94629044		ARCGIS COMMUNITY ANALYST RE	APBNK	1/11/2024	R	12/20/2023		250.00	250.00CR	
		G/L ACCOUNT		CK: 154421				250.00		
	101 41910-01-391.00	P.C. MAINTENANCE					250.00	ARCGIS COMMUNITY ANALYST RENEW		
I 94629045		ENTERPRISE AGREEMENT FEE	APBNK	1/11/2024	R	12/20/2023		27,650.00	27,650.00CR	
		G/L ACCOUNT		CK: 154421				27,650.00		
	101 41910-01-391.00	P.C. MAINTENANCE					2,400.00	ENTERPRISE AGREEMENT FEE		
	101 45100-01-433.00	DUES & SUBSCRIPTIONS					2,400.00	ENTERPRISE AGREEMENT FEE		
	101 43121-01-394.00	P.C. SOFTWARE PURCHASES					4,570.00	ENTERPRISE AGREEMENT FEE		
	101 45202-01-394.00	P.C. SOFTWARE PURCHASES					4,570.00	ENTERPRISE AGREEMENT FEE		

PACKET: 06897 01/11/2024 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
	601	49400-01-394.00	P.C.	SOFTWARE PURCHASES		4,570.00		ENTERPRISE AGREEMENT FEE		
	602	49450-01-394.00	P.C.	SOFTWARE PURCHASES		4,570.00		ENTERPRISE AGREEMENT FEE		
	603	49500-01-394.00	P.C.	SOFTWARE PURCHASES		4,570.00		ENTERPRISE AGREEMENT FEE		
				REG. CHECK		1		27,900.00	27,900.00CR	0.00
								27,900.00	0.00	
01-000480 FEDEX										
I 8-361-54675		FEDEX EXPRESS SERVICES	APBNK	1/11/2024	R	12/27/2023		22.81	22.81CR	
		G/L ACCOUNT		CK: 154422				22.81		
	101	41810-01-322.00	POSTAGE COSTS				22.81	FEDEX EXPRESS SERVICES		
				REG. CHECK		1		22.81	22.81CR	0.00
								22.81	0.00	
01-002591 FERGUSON ENTERPRISES LLC #3										
I 0252407		2-1/2" GATE VALVE REPLACEME	APBNK	1/11/2024	R	12/20/2023		161.39	161.39CR	
		G/L ACCOUNT		CK: 154423				161.39		
	601	49400-01-220.00	METER PURCHASES				161.39	2-1/2" GATE VALVE REPLACEMENT		
I 0252495		2-1/2 CLOSE BRASS NIPPLE	APBNK	1/11/2024	R	12/18/2023		63.29	63.29CR	
		G/L ACCOUNT		CK: 154423				63.29		
	601	49400-01-220.00	METER PURCHASES				63.29	2-1/2 CLOSE BRASS NIPPLE		
				REG. CHECK		1		224.68	224.68CR	0.00
								224.68	0.00	
01-006108 ALYSSA FITZGERALD										
I 2024-0001		PERMIT 5362-DAMAGE DEPOSIT	APBNK	1/11/2024	R	1/02/2024		300.00	300.00CR	
		G/L ACCOUNT		CK: 154424				300.00		
	101	22005	REFUNDS PAYABLE - P&R				300.00	PERMIT 5362-DAMAGE DEPOSIT		
				REG. CHECK		1		300.00	300.00CR	0.00
								300.00	0.00	
01-005768 FP MAILING SOLUTIONS										
I 2024-0011		12/29 POSTAGE MACHINE REFIL	APBNK	1/02/2024	D	12/29/2023		700.00	700.00CR	
		G/L ACCOUNT		CK: 001748				700.00		
	101	41810-01-322.00	POSTAGE COSTS				700.00	12/29 POSTAGE MACHINE REFILL		
				DRAFTS		1		700.00	700.00CR	0.00
								700.00	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

01-061859 FRIENDS OF THE										
I RSMT2301		WIKLUND RESTORATION	APBNK	1/11/2024	R	12/28/2023		3,500.00	3,500.00CR	
		G/L ACCOUNT		CK: 154425				3,500.00		
	101 45100-01-319.00	OTHER PROFESSIONAL SERVICES					3,500.00	WIKLUND RESTORATION		
				REG. CHECK			1	3,500.00	3,500.00CR	0.00
								3,500.00	0.00	

01-000129 G & M TREE MOVING INC										
I 2497		PRAIRIE LAND TREE PLANTING	APBNK	1/11/2024	R	12/28/2023		9,000.00	9,000.00CR	
		G/L ACCOUNT		CK: 154426				9,000.00		
	101 45202-01-319.00	OTHER PROFESSIONAL SERVICES					9,000.00	PRAIRIE LAND TREE PLANTING		
				REG. CHECK			1	9,000.00	9,000.00CR	0.00
								9,000.00	0.00	

01-070525 GENERAL PARTS LLC										
I 6478546		BH SERVICE CALL - OVEN	APBNK	1/11/2024	R	12/20/2023		386.20	386.20CR	
		G/L ACCOUNT		CK: 154427				386.20		
	101 45100-01-404.00	CONTRACTED MACH & EQUIP R & M					386.20	BH SERVICE CALL - OVEN		
I 6478549		BH SERVICE CALL - OVEN	APBNK	1/11/2024	R	12/20/2023		46.20	46.20CR	
		G/L ACCOUNT		CK: 154427				46.20		
	101 45100-01-404.00	CONTRACTED MACH & EQUIP R & M					46.20	BH SERVICE CALL - OVEN		
				REG. CHECK			1	432.40	432.40CR	0.00
								432.40	0.00	

01-003610 GIGABIT MINNESOTA										
I 13991108		1000 MBPS FIBER INTERNET-JA	APBNK	1/03/2024	D	1/01/2024		800.00	800.00CR	
		G/L ACCOUNT		CK: 001749				800.00		
	101 41810-01-321.00	TELEPHONE COSTS					800.00	1000 MBPS FIBER INTERNET-JAN		
				DRAFTS			1	800.00	800.00CR	0.00
								800.00	0.00	

PACKET: 06897 01/11/2024 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

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

01-003407 GOLDEN OAK TREE SERVICE INC										
I	2024-0003	DECEMBER 2023 TREE TRIMMING	APBNK	1/11/2024	R	12/28/2023		700.00	700.00CR	
		G/L ACCOUNT		CK: 154428				700.00		
	603	49500-01-405.00	MS4	PERMIT COMPLIANCE			700.00	DECEMBER 2023 TREE TRIMMING		
				REG. CHECK			1	700.00	700.00CR	0.00
								700.00	0.00	

01-070880 GOPHER STATE ONE-CALL										
I	3120720	DECEMBER TICKET LOCATES	APBNK	1/11/2024	R	12/31/2023		256.50	256.50CR	
		G/L ACCOUNT		CK: 154429				256.50		
	601	49400-01-312.00	GOPHER	STATE ONE-CALL FEES			85.50	DECEMBER TICKET LOCATES		
	603	49500-01-312.00	GOPHER	STATE ONE-CALL FEES			85.50	DECEMBER TICKET LOCATES		
	602	49450-01-312.00	GOPHER	STATE ONE-CALL FEES			85.50	DECEMBER TICKET LOCATES		
				REG. CHECK			1	256.50	256.50CR	0.00
								256.50	0.00	

01-070935 GOV'T FIN OFFICERS ASS'N										
I	2353009	2024 MEMBERSHIP RENEWAL-MIL	APBNK	1/11/2024	R	11/30/2023		225.00	225.00CR	
		G/L ACCOUNT		CK: 154430				225.00		
	101	41520-01-433.00	DUES &	SUBSCRIPTIONS			225.00	2024 MEMBERSHIP RENEWAL-MILLER		
				REG. CHECK			1	225.00	225.00CR	0.00
								225.00	0.00	

01-005860 GUARDIAN SUPPLY										
I	16957	UNIFORMS	APBNK	1/11/2024	R	12/20/2023		419.94	419.94CR	
		G/L ACCOUNT		CK: 154431				419.94		
	101	42110-01-217.00	CLOTHING	ALLOWANCE - POLICE			419.94	UNIFORMS		
				REG. CHECK			1	419.94	419.94CR	0.00
								419.94	0.00	

01-080905 HIGHLAND SANITATION										
I	0001177318	DECEMBER TRASH SERVICE	APBNK	1/11/2024	R	12/23/2023		4,075.36	4,075.36CR	
		G/L ACCOUNT		CK: 154432				4,075.36		
	101	45100-01-384.00	REFUSAL	DISPOSAL			356.40	DECEMBER TRASH SERVICE		

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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
	650	45130-01-384.00	REFUSE	DISPOSAL		217.95		DECEMBER TRASH SERVICE		
	101	45100-01-315.00	SPECIAL	PROGRAMS		63.00		DECEMBER TRASH SERVICE		
	101	45100-30-384.00	REFUSE	DISPOSAL		64.59		DECEMBER TRASH SERVICE		
	101	41940-01-384.00	REFUSE	DISPOSAL		3,373.42		DECEMBER TRASH SERVICE		
			REG. CHECK			1		4,075.36	4,075.36CR	0.00
								4,075.36	0.00	

01-091405 INDEPENDENT BLACK DIRT

I 34832	2 YDS BLACK DIRT	APBNK	1/11/2024	R	12/20/2023	42.00		42.00CR		
	G/L ACCOUNT		CK: 154433			42.00				
	101 45202-01-219.00	OTHER	OPERATING	SUPPLIES		42.00		2 YDS BLACK DIRT		
		REG. CHECK			1	42.00		42.00CR		0.00
						42.00		0.00		

01-001515 INVER GROVE FORD

I 6404857	PARTS & REPAIR LABOR-PD 20	APBNK	1/11/2024	R	12/28/2023	2,179.12		2,179.12CR		
	G/L ACCOUNT		CK: 154434			2,179.12				
	101 43100-01-404.00	CONTRACTED	MACH & EQUIP	SERV		974.94		PARTS & REPAIR LABOR-PD 20		
	101 43100-01-221.00	EQUIPMENT	PARTS			1,204.18		PARTS & REPAIR LABOR-PD 20		
		REG. CHECK			1	2,179.12		2,179.12CR		0.00
						2,179.12		0.00		

01-003699 JANI-KING OF MINNESOTA

I MIN12230277	SC DEC EVENT CLEANING	APBNK	1/11/2024	R	12/22/2023	140.00		140.00CR		
	G/L ACCOUNT		CK: 154435			140.00				
	101 45100-30-312.00	CUSTODIAL	SERVICES			140.00		SC DEC EVENT CLEANING		
I MIN12230278	RCC DEC EVENT CLEANINGS	APBNK	1/11/2024	R	12/22/2023	980.00		980.00CR		
	G/L ACCOUNT		CK: 154435			980.00				
	101 45100-01-312.00	CUSTODIAL	SERVICES			980.00		RCC DEC EVENT CLEANINGS		
		REG. CHECK			1	1,120.00		1,120.00CR		0.00
						1,120.00		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

01-005571 JM MARKETING LLP									
I NY070		BRANDED CHARGING STATION	APBNK	1/11/2024	R	12/18/2023	1,400.00	1,400.00CR	
		G/L ACCOUNT		CK: 154436			1,400.00		
	650 45130-01-221.00	EQUIPMENT PARTS				1,400.00	BRANDED CHARGING STATION		
				REG. CHECK		1	1,400.00	1,400.00CR	0.00
							1,400.00	0.00	

01-001527 KATO ROOFING INC									
I SV1976062-S		ROOF LEAK REPAIR-FIRE ST'N	APBNK	1/11/2024	R	10/27/2023	409.00	409.00CR	
		G/L ACCOUNT		CK: 154437			409.00		
	101 41940-01-401.00	CONTRACTED BUILDING REPAIRS				409.00	ROOF LEAK REPAIR-FIRE ST'N #1		
I SV1976063-S		ROOF LEAK REPAIR-FIRE ST'N	APBNK	1/11/2024	R	10/27/2023	1,877.50	1,877.50CR	
		G/L ACCOUNT		CK: 154437			1,877.50		
	101 41940-01-401.00	CONTRACTED BUILDING REPAIRS				1,877.50	ROOF LEAK REPAIR-FIRE ST'N #2		
I SV1976065-S		ROOF LEAK REPAIR-PW SOUTH	APBNK	1/11/2024	R	10/27/2023	398.50	398.50CR	
		G/L ACCOUNT		CK: 154437			398.50		
	101 41940-01-401.00	CONTRACTED BUILDING REPAIRS				398.50	ROOF LEAK REPAIR-PW SOUTH		
				REG. CHECK		1	2,685.00	2,685.00CR	0.00
							2,685.00	0.00	

01-005741 KIRCHNER LAWN & LANDSCAPE									
I 8002		STUMP GRINDING	APBNK	1/11/2024	R	12/29/2023	3,700.00	3,700.00CR	
		G/L ACCOUNT		CK: 154438			3,700.00		
	603 49500-01-405.00	MS4 PERMIT COMPLIANCE				1,200.00	STUMP GRINDING		
	101 45202-01-319.00	OTHER PROFESSIONAL SERVICES				2,500.00	STUMP GRINDING		
				REG. CHECK		1	3,700.00	3,700.00CR	0.00
							3,700.00	0.00	

01-005999 KRAUS-ANDERSON CONSTRUCTION									
I 61867		CONST MGMT SERVICES PD/PW P	APBNK	1/11/2024	R	12/08/2023	136,779.15	136,779.15CR	
		G/L ACCOUNT		CK: 154439			136,779.15		
	421 48000-01-521.00	BUILDING & STRUCTURE PURCHASES				136,779.15	CONST MGMT SERVICES PD/PW PROJ		
				REG. CHECK		1	136,779.15	136,779.15CR	0.00
							136,779.15	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
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01-005498 LABRASH PLUMBING & HEATING

I 11449		IRRIGATION METER REMOVAL	APBNK	1/11/2024	R	12/27/2023		432.83	432.83CR	
		G/L ACCOUNT		CK: 154440				432.83		
	601 49400-01-403.00	CONTRACTED R & M-OTHER IMPROV					432.83	IRRIGATION METER REMOVAL		
		REG. CHECK				1		432.83	432.83CR	0.00
								432.83	0.00	

01-004623 LEADERSHIP GROWTH GROUP LLC

I 24202		2024 LEADERSHIP GROWTH SERI	APBNK	1/11/2024	R	12/10/2023		600.00	600.00CR	
		G/L ACCOUNT		CK: 154441				600.00		
	101 41320-01-433.00	DUES & SUBSCRIPTIONS					600.00	2024 LEADERSHIP GROWTH SERIES		
		REG. CHECK				1		600.00	600.00CR	0.00
								600.00	0.00	

01-005209 LEADSONLINE

I 408543		2024 SUBSCRIPTION FEE	APBNK	1/11/2024	R	11/15/2023		2,714.00	2,714.00CR	
		G/L ACCOUNT		CK: 154442				2,714.00		
	101 42110-01-433.00	DUES & SUBSCRIPTIONS					2,714.00	2024 SUBSCRIPTION FEE		
		REG. CHECK				1		2,714.00	2,714.00CR	0.00
								2,714.00	0.00	

01-002685 LEAGUE OF MN CITIES

I 398090		ONLINE LEARNING	APBNK	1/11/2024	R	1/04/2024		15.00	15.00CR	
		G/L ACCOUNT		CK: 154443				15.00		
	101 41110-01-437.00	CONFERENCES & SEMINARS					15.00	ONLINE LEARNING		
		REG. CHECK				1		15.00	15.00CR	0.00
								15.00	0.00	

01-001905 LEXISNEXIS RISK SOLNS FL IN

I 1843662-20231231		DECEMBER SUBSCRIPTION FEE	APBNK	1/11/2024	R	12/31/2023		658.67	658.67CR	
		G/L ACCOUNT		CK: 154444				658.67		
	101 42110-01-433.00	DUES & SUBSCRIPTIONS					658.67	DECEMBER SUBSCRIPTION FEE		
		REG. CHECK				1		658.67	658.67CR	0.00
								658.67	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

01-121530 LOGIS-LOCAL GOVERNMENT										
I 54464		LOCATES, TOKENS	APBNK	1/11/2024	R	12/18/2023		48.90	48.90CR	
		G/L ACCOUNT		CK: 154445				48.90		
	101	41520-01-391.00	P.C.	MAINTENANCE		15.00		LOCATES, TOKENS		
	101	42110-01-391.00	P.C.	MAINTENANCE		15.00		LOCATES, TOKENS		
	101	43121-01-319.00	OTHER	PROFESSIONAL SERVICES		18.90		LOCATES, TOKENS		
I 54512		2024 SYSTEM DEVELOP	APBNK	1/11/2024	R	1/01/2024		4,850.00	4,850.00CR	
		G/L ACCOUNT		CK: 154445				4,850.00		
	101	42110-01-394.00	P.C.	SOFTWARE PURCHASES		1,800.00		2024 SYSTEM DEVELOP		
	101	41320-01-394.00	P.C.	SOFTWARE PURCHASES		1,150.00		2024 SYSTEM DEVELOP		
	101	42110-01-394.00	P.C.	SOFTWARE PURCHASES		1,159.00		2024 SYSTEM DEVELOP		
	101	41320-01-394.00	P.C.	SOFTWARE PURCHASES		741.00		2024 SYSTEM DEVELOP		
I 54551		2024 NETWORK WELLNESS	APBNK	1/11/2024	R	1/01/2024		4,045.00	4,045.00CR	
		G/L ACCOUNT		CK: 154445				4,045.00		
	101	41320-01-391.00	P.C.	MAINTENANCE		4,045.00		2024 NETWORK WELLNESS		
I 54622		JAN-MAR'24 APPLICATION SUPP	APBNK	1/11/2024	R	1/01/2024		15,897.00	15,897.00CR	
		G/L ACCOUNT		CK: 154445				15,897.00		
	101	42110-01-394.00	P.C.	SOFTWARE PURCHASES		6,896.00		JAN-MAR'24 APPLICATION SUPPORT		
	101	42110-01-394.00	P.C.	SOFTWARE PURCHASES		1,190.00		JAN-MAR'24 APPLICATION SUPPORT		
	101	42210-01-329.00	OTHER	COMMUNICATION COSTS		774.00		JAN-MAR'24 APPLICATION SUPPORT		
	101	41810-01-391.00	P.C.	MAINTENANCE		1,530.00		JAN-MAR'24 APPLICATION SUPPORT		
	101	41320-01-394.00	P.C.	SOFTWARE PURCHASES		788.00		JAN-MAR'24 APPLICATION SUPPORT		
	101	41320-01-394.00	P.C.	SOFTWARE PURCHASES		4,719.00		JAN-MAR'24 APPLICATION SUPPORT		
I 54667		ADOBE, LOCATES, NET SVCS	APBNK	1/11/2024	R	12/22/2023		2,090.06	2,090.06CR	
		G/L ACCOUNT		CK: 154445				2,090.06		
	101	41520-01-394.00	P.C.	SOFTWARE PURCHASES		9.14		ADOBE, LOCATES, NET SVCS		
	101	43121-01-319.00	OTHER	PROFESSIONAL SERVICES		36.45		ADOBE, LOCATES, NET SVCS		
	101	41520-01-394.00	P.C.	SOFTWARE PURCHASES		212.46		ADOBE, LOCATES, NET SVCS		
	101	43121-01-319.00	OTHER	PROFESSIONAL SERVICES		47.25		ADOBE, LOCATES, NET SVCS		
	101	41810-01-409.00	OTHER	CONTRACTED REPAIR & MAIN		536.71		ADOBE, LOCATES, NET SVCS		
	101	41520-01-394.00	P.C.	SOFTWARE PURCHASES		471.80		ADOBE, LOCATES, NET SVCS		
	101	41520-01-391.00	P.C.	MAINTENANCE		776.25		ADOBE, LOCATES, NET SVCS		
				REG. CHECK		1		26,930.96	26,930.96CR	0.00
								26,930.96	0.00	

01-003535 MANSFIELD OIL COMPANY										
I 24911623		2,700 GAL UNLEADED FUEL	APBNK	1/11/2024	R	12/19/2023		7,725.36	7,725.36CR	
		G/L ACCOUNT		CK: 154447				7,725.36		
	101	43100-01-212.00	MOTOR	FUELS		7,725.36		2,700 GAL UNLEADED FUEL		

PACKET: 06897 01/11/2024 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 24940909		301 GAL DIESEL FUEL	APBNK	1/11/2024	R	12/30/2023	853.79	853.79CR	
		G/L ACCOUNT		CK: 154447			853.79		
	101 43100-01-212.00	MOTOR FUELS				853.79	301 GAL DIESEL FUEL		
I 24940916		1,800 GAL DIESEL FUEL	APBNK	1/11/2024	R	12/30/2023	6,282.78	6,282.78CR	
		G/L ACCOUNT		CK: 154447			6,282.78		
	101 43100-01-212.00	MOTOR FUELS				6,282.78	1,800 GAL DIESEL FUEL		
		REG. CHECK				1	14,861.93	14,861.93CR	0.00
							14,861.93	0.00	
01-002533 MARCO TECHNOLOGIES LLC									
I INV11985876		ACTUAL MTHLY COPY/PRINT COS	APBNK	1/11/2024	R	12/21/2023	862.02	862.02CR	
		G/L ACCOUNT		CK: 154448			862.02		
	101 41810-01-202.00	DUPLICATING & COPYING COSTS				862.02	ACTUAL MTHLY COPY/PRINT COST		
I INV11990387		MONTHLY BASE RATE	APBNK	1/11/2024	R	12/26/2023	568.51	568.51CR	
		G/L ACCOUNT		CK: 154448			568.51		
	101 41810-01-202.00	DUPLICATING & COPYING COSTS				568.51	MONTHLY BASE RATE		
		REG. CHECK				1	1,430.53	1,430.53CR	0.00
							1,430.53	0.00	
01-130280 MASTER ELECTRIC CO INC									
I SD49242		GENERATOR TESTING	APBNK	1/11/2024	R	12/27/2023	830.00	830.00CR	
		G/L ACCOUNT		CK: 154449			830.00		
	602 49450-01-530.00	IMPROVEMENTS OTHER THAN BLDGS				830.00	GENERATOR TESTING		
I SD49243		REPLACED MOTOR STARTERS	APBNK	1/11/2024	R	12/27/2023	1,640.00	1,640.00CR	
		G/L ACCOUNT		CK: 154449			1,640.00		
	602 49450-01-403.00	CONTRACTED R & M-OTHER IMPROV				1,640.00	REPLACED MOTOR STARTERS		
		REG. CHECK				1	2,470.00	2,470.00CR	0.00
							2,470.00	0.00	
01-003592 MCMULLEN INSPECTIONS INC									
I 2024-0004		NOV-ELECTRICAL INSPECTIONS	APBNK	1/11/2024	R	1/02/2024	10,082.80	10,082.80CR	
		G/L ACCOUNT		CK: 154450			10,082.80		
	101 20825	ELEC INSPCTR SHARE OF PMT FEES				10,082.80	NOV-ELECTRICAL INSPECTIONS		
I 2024-0005		DEC-ELECTRICAL INSPECTIONS	APBNK	1/11/2024	R	1/02/2024	7,402.40	7,402.40CR	
		G/L ACCOUNT		CK: 154450			7,402.40		
	101 20825	ELEC INSPCTR SHARE OF PMT FEES				7,402.40	DEC-ELECTRICAL INSPECTIONS		

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
				REG. CHECK		1	17,485.20 17,485.20	17,485.20CR 0.00	0.00
01-001863 MEDICINE LAKE TOURS									
I 2024-0013		SENIOR DAY TRIP	APBNK	1/11/2024	R	1/05/2024	2,040.00	2,040.00CR	
		G/L ACCOUNT		CK: 154451			2,040.00		
	101 45100-87-219.00	OTHER OPERATING SUPPLIES				2,040.00	SENIOR DAY TRIP		
I 2024-0014		SENIOR DAY TRIP	APBNK	1/11/2024	R	1/05/2024	1,804.00	1,804.00CR	
		G/L ACCOUNT		CK: 154451			1,804.00		
	101 45100-87-219.00	OTHER OPERATING SUPPLIES				1,804.00	SENIOR DAY TRIP		
				REG. CHECK		1	3,844.00 3,844.00	3,844.00CR 0.00	0.00
01-136955 MEI TOTAL ELEVATOR SOLUTION									
I 1054024		JANUARY ELEVATOR INSPECTION	APBNK	1/11/2024	R	1/01/2024	182.58	182.58CR	
		G/L ACCOUNT		CK: 154452			182.58		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES				182.58	JANUARY ELEVATOR INSPECTION		
				REG. CHECK		1	182.58 182.58	182.58CR 0.00	0.00
01-130725 MENARDS-APPLE VALLEY									
I 66656		LUMBER AND HAND TOOLS	APBNK	1/11/2024	R	12/21/2023	968.45	968.45CR	
		G/L ACCOUNT		CK: 154453			968.45		
	101 43121-01-224.00	STREET MAINTENANCE MATERIALS				968.45	LUMBER AND HAND TOOLS		
				REG. CHECK		1	968.45 968.45	968.45CR 0.00	0.00
01-130975 METRO COUNCIL ENV SERV									
I 0001166836		WASTEWATER SERVICE-FEBRUARY	APBNK	1/11/2024	R	1/02/2024	150,666.91	150,666.91CR	
		G/L ACCOUNT		CK: 154454			150,666.91		
	602 49450-01-602.00	METRO SEWER SERVICE CHARGES				150,666.91	WASTEWATER SERVICE-FEBRUARY		
				REG. CHECK		1	150,666.91 150,666.91	150,666.91CR 0.00	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

01-131025 METRO COUNCIL ENV SERV									
I	2024-0024	DECEMBER 2023 METRO SAC FEE	APBNK	1/11/2024	R	1/03/2024	464,968.35	464,968.35CR	
		G/L ACCOUNT		CK: 154455			464,968.35		
	101 20815	METRO SAC FOR MWCC				464,968.35	DECEMBER 2023 METRO SAC FEES		
				REG. CHECK		1	464,968.35	464,968.35CR	0.00
							464,968.35	0.00	

01-004079 METRO SALES INC									
I	INV2436841	MP C6004 COLOR COPIER USAGE	APBNK	1/11/2024	R	1/01/2024	290.09	290.09CR	
		G/L ACCOUNT		CK: 154456			290.09		
	101 41810-01-202.00	DUPLICATING & COPYING COSTS				290.09	MP C6004 COLOR COPIER USAGE		
I	INV2439060	CONTRACT & COPIES	APBNK	1/11/2024	R	1/05/2024	101.04	101.04CR	
		G/L ACCOUNT		CK: 154456			101.04		
	101 41810-01-580.00	OTHER EQUIPMENT				95.00	CONTRACT & COPIES		
	101 41810-01-202.00	DUPLICATING & COPYING COSTS				6.04	CONTRACT & COPIES		
				REG. CHECK		1	391.13	391.13CR	0.00
							391.13	0.00	

01-004744 MINDFUL HEALTH									
I	2024-0006	DEC SENIOR YOGA CLASSES	APBNK	1/11/2024	R	12/28/2023	384.00	384.00CR	
		G/L ACCOUNT		CK: 154457			384.00		
	101 45100-93-219.00	OTHER OPERATING SUPPLIES				384.00	DEC SENIOR YOGA CLASSES		
				REG. CHECK		1	384.00	384.00CR	0.00
							384.00	0.00	

01-006111 MINNESOTA VALLEY PROMOTIONS									
I	2034	STAFF BALL CAPS	APBNK	1/11/2024	R	12/27/2023	1,140.00	1,140.00CR	
		G/L ACCOUNT		CK: 154458			1,140.00		
	101 45100-01-221.00	EQUIPMENT PARTS				1,140.00	STAFF BALL CAPS		
				REG. CHECK		1	1,140.00	1,140.00CR	0.00
							1,140.00	0.00	

PACKET: 06897 01/11/2024 AP CHECK RUN
VENDOR SET: 01

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

01-133185 MN CHIEFS OF POLICE ASN										
I 14868		2024 MEMBERSHIP	APBNK	1/11/2024	R	12/01/2023		212.00	212.00CR	
		G/L ACCOUNT		CK: 154459				212.00		
	101 42110-01-433.00	DUES & SUBSCRIPTIONS					212.00	2024 MEMBERSHIP		
				REG. CHECK			1	212.00	212.00CR	0.00
								212.00	0.00	

01-040600 MN DEPT OF LABOR & INDUSTRY										
I 2024-0010		DECEMBER 2023 STATE SURCHAR	APBNK	1/11/2024	R	1/03/2024		5,668.49	5,668.49CR	
		G/L ACCOUNT		CK: 154460				5,668.49		
	101 20810	BUILDING PERMIT SURCHARGE					5,409.77	DECEMBER 2023 STATE SURCHARGE		
	101 20811	BUILDING PMT SURCHARGE-SET FEE					41.16	DECEMBER 2023 STATE SURCHARGE		
	101 20820	ELECTRICAL PERMIT SURCHARGE					78.40	DECEMBER 2023 STATE SURCHARGE		
	101 20860	HEATING/AIR COND PERMIT SURCHG					54.88	DECEMBER 2023 STATE SURCHARGE		
	101 20830	PLUMBING PERMIT SURCHARGE					63.70	DECEMBER 2023 STATE SURCHARGE		
	101 20850	SEWER PERMIT SURCHARGE					20.58	DECEMBER 2023 STATE SURCHARGE		
				REG. CHECK			1	5,668.49	5,668.49CR	0.00
								5,668.49	0.00	

01-003882 MN OCC HEALTH - LOCKBOX 135										
I 447717		PRE-EMPLOYMENT SCREENINGS	APBNK	1/11/2024	R	12/29/2023		1,394.00	1,394.00CR	
		G/L ACCOUNT		CK: 154461				1,394.00		
	101 41320-31-305.00	MEDICAL & DENTAL FEES					1,394.00	PRE-EMPLOYMENT SCREENINGS		
				REG. CHECK			1	1,394.00	1,394.00CR	0.00
								1,394.00	0.00	

01-137465 MN RECREATION & PARK ASSO										
I 2024-0007		MRPA ANNUAL GENERAL MEETING	APBNK	1/11/2024	R	12/29/2023		207.00	207.00CR	
		G/L ACCOUNT		CK: 154462				207.00		
	101 45100-01-437.00	CONFERENCES & SEMINARS					207.00	MRPA ANNUAL GENERAL MEETING		
				REG. CHECK			1	207.00	207.00CR	0.00
								207.00	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

01-137535 MN ST FIRE CHIEFS ASSN										
I 6571		FOTOS TRAINING-LT HORNER	APBNK	1/11/2024	R	11/11/2023		285.00	285.00CR	
		G/L ACCOUNT		CK: 154463				285.00		
	101	42210-01-308.00		INSTRUCTORS' FEES			285.00	FOTOS TRAINING-LT HORNER		
I 6572		FOTOS TRAINING-LT HORNER	APBNK	1/11/2024	R	11/11/2023		285.00	285.00CR	
		G/L ACCOUNT		CK: 154463				285.00		
	101	42210-01-308.00		INSTRUCTORS' FEES			285.00	FOTOS TRAINING-LT HORNER		
I 6956		2024 MEMBERSHIP DUES	APBNK	1/11/2024	R	11/17/2023		520.00	520.00CR	
		G/L ACCOUNT		CK: 154463				520.00		
	101	42210-01-433.00		DUES & SUBSCRIPTIONS			520.00	2024 MEMBERSHIP DUES		
				REG. CHECK			1	1,090.00	1,090.00CR	0.00
								1,090.00	0.00	

01-000166 MRPA-ACCOUNTS RECEIVABLE										
I 2024-0015		2024 AGENCY MEMBERSHIP FEE	APBNK	1/11/2024	R	1/04/2024		525.00	525.00CR	
		G/L ACCOUNT		CK: 154464				525.00		
	101	45100-01-433.00		DUES & SUBSCRIPTIONS			525.00	2024 AGENCY MEMBERSHIP FEE		
I 2024-0016		2024 MEMBERSHIP - VANYO	APBNK	1/11/2024	R	1/04/2024		180.00	180.00CR	
		G/L ACCOUNT		CK: 154464				180.00		
	101	45100-01-433.00		DUES & SUBSCRIPTIONS			180.00	2024 MEMBERSHIP - VANYO		
I 2024-0017		2024 MEMBERSHIP - SCHULTZ	APBNK	1/11/2024	R	1/04/2024		180.00	180.00CR	
		G/L ACCOUNT		CK: 154464				180.00		
	101	45100-01-433.00		DUES & SUBSCRIPTIONS			180.00	2024 MEMBERSHIP - SCHULTZ		
I 2024-0018		2024 MEMBERSHIP - MAURER	APBNK	1/11/2024	R	1/04/2024		180.00	180.00CR	
		G/L ACCOUNT		CK: 154464				180.00		
	101	45100-01-433.00		DUES & SUBSCRIPTIONS			180.00	2024 MEMBERSHIP - MAURER		
I 2024-0019		2024 MEMBERSHIP - CORDES	APBNK	1/11/2024	R	1/04/2024		180.00	180.00CR	
		G/L ACCOUNT		CK: 154464				180.00		
	101	45100-01-433.00		DUES & SUBSCRIPTIONS			180.00	2024 MEMBERSHIP - CORDES		
I 2024-0020		2024 MEMBERSHIP - BAUMANN	APBNK	1/11/2024	R	1/04/2024		180.00	180.00CR	
		G/L ACCOUNT		CK: 154464				180.00		
	101	45100-01-433.00		DUES & SUBSCRIPTIONS			180.00	2024 MEMBERSHIP - BAUMANN		
I 2024-0021		2024 MEMBERSHIP - LUND	APBNK	1/11/2024	R	1/04/2024		180.00	180.00CR	
		G/L ACCOUNT		CK: 154464				180.00		
	101	45100-01-433.00		DUES & SUBSCRIPTIONS			180.00	2024 MEMBERSHIP - LUND		

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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
				REG. CHECK		1		1,605.00	1,605.00CR	0.00
								1,605.00	0.00	
01-003522 MULTI-SERVICES INC										
I 51096		JANUARY CLEANING SERVICE	APBNK	1/11/2024	R	1/01/2024		5,550.00	5,550.00CR	
		G/L ACCOUNT		CK: 154465				5,550.00		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES				5,550.00		JANUARY CLEANING SERVICE		
				REG. CHECK		1		5,550.00	5,550.00CR	0.00
								5,550.00	0.00	
01-006112 SHAHZIA NAWAZ										
I 2024-0022		PERMIT 4701-DAMAGE DEPOSIT	APBNK	1/11/2024	R	12/27/2023		300.00	300.00CR	
		G/L ACCOUNT		CK: 154466				300.00		
	101 22005	REFUNDS PAYABLE - P&R				300.00		PERMIT 4701-DAMAGE DEPOSIT		
				REG. CHECK		1		300.00	300.00CR	0.00
								300.00	0.00	
01-006000 NORTHERN LINES CONTRACTING										
I 2024-0025		PICKLE BALL & DOG PARK PROJ	APBNK	1/11/2024	R	12/31/2023		84,550.00	84,550.00CR	
		G/L ACCOUNT		CK: 154467				84,550.00		
	205 49005-01-540.00	IMPROVEMENTS OTHER THAN BLDGS				84,550.00		PICKLE BALL & DOG PARK PROJ		
				REG. CHECK		1		84,550.00	84,550.00CR	0.00
								84,550.00	0.00	
01-141542 NORTHERN SAFETY TECH										
I 56911		PARTS & CONTRACT LABOR	APBNK	1/11/2024	R	12/26/2023		1,028.14	1,028.14CR	
		G/L ACCOUNT		CK: 154468				1,028.14		
	101 43100-01-404.00	CONTRACTED MACH & EQUIP SERV				942.00		PARTS & CONTRACT LABOR		
	101 43100-01-221.00	EQUIPMENT PARTS				86.14		PARTS & CONTRACT LABOR		
I 56959		400 SERIES LED BRAKE/TAIL/T	APBNK	1/11/2024	R	1/03/2024		134.97	134.97CR	
		G/L ACCOUNT		CK: 154468				134.97		
	101 43100-01-221.00	EQUIPMENT PARTS				134.97		400 SERIES LED BRAKE/TAIL/TURN		
				REG. CHECK		1		1,163.11	1,163.11CR	0.00
								1,163.11	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

01-005635 NOVAK WEATHER CONSULTANTS										
I 988		WEATHER CONSULTANT	APBNK	1/11/2024	R	1/01/2024		249.00	249.00CR	
		G/L ACCOUNT		CK: 154469				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	

01-005415 PALOMINO PET HOSPITAL & CLI										
I 202312		ANIMAL IMPOUND FEES	APBNK	1/11/2024	R	12/31/2023		1,290.00	1,290.00CR	
		G/L ACCOUNT		CK: 154470				1,290.00		
	101 42110-01-316.00	ANIMAL CARE SERVICES					1,290.00	ANIMAL IMPOUND FEES		
				REG. CHECK			1	1,290.00	1,290.00CR	0.00
								1,290.00	0.00	

01-004740 PELLICCI ACE ROSEMOUNT										
I 11200/R		STAINLESS HARDWARE	APBNK	1/11/2024	R	12/21/2023		22.95	22.95CR	
		G/L ACCOUNT		CK: 154471				22.95		
	101 43100-01-221.00	EQUIPMENT PARTS					22.95	STAINLESS HARDWARE		
I 11221/R		PAINT	APBNK	1/11/2024	R	12/29/2023		64.48	64.48CR	
		G/L ACCOUNT		CK: 154471				64.48		
	101 45202-01-223.00	SHELTER REPAIR SUPPLIES					64.48	PAINT		
				REG. CHECK			1	87.43	87.43CR	0.00
								87.43	0.00	

01-000685 PLAYPOWER LT FARMINGTON										
I 1400279044		PLAYGROUND REPLACEMENT PART	APBNK	1/11/2024	R	12/12/2023		624.84	624.84CR	
		G/L ACCOUNT		CK: 154472				624.84		
	101 45202-01-221.00	EQUIPMENT PARTS					624.84	PLAYGROUND REPLACEMENT PARTS		
				REG. CHECK			1	624.84	624.84CR	0.00
								624.84	0.00	

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VENDOR SEQUENCE

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

01-004766 STACEY POPP									
I	2024-0026	SENIOR YOGA CLASSES	APBNK	1/11/2024	R	12/20/2023	336.00	336.00CR	
		G/L ACCOUNT		CK: 154473			336.00		
	101	45100-93-219.00	OTHER OPERATING SUPPLIES			336.00	SENIOR YOGA CLASSES		
			REG. CHECK			1	336.00	336.00CR	0.00
							336.00	0.00	

01-180060 R & R SPECIALTIES OF WI									
I	0080900-IN	ZAMBONI BLADES	APBNK	1/11/2024	R	12/29/2023	1,100.00	1,100.00CR	
		G/L ACCOUNT		CK: 154474			1,100.00		
	650	45130-01-221.00	EQUIPMENT PARTS			1,100.00	ZAMBONI BLADES		
I	0080912-IN	BLADE SHARPENING	APBNK	1/11/2024	R	12/29/2023	90.00	90.00CR	
		G/L ACCOUNT		CK: 154474			90.00		
	650	45130-01-221.00	EQUIPMENT PARTS			90.00	BLADE SHARPENING		
			REG. CHECK			1	1,190.00	1,190.00CR	0.00
							1,190.00	0.00	

01-004020 RELENTLESS DBA DESERT SNOW									
I	14094	CRIMINAL INTERDICTION TRAIN	APBNK	1/11/2024	R	12/13/2023	1,398.00	1,398.00CR	
		G/L ACCOUNT		CK: 154475			1,398.00		
	101	42110-01-437.00	CONFERENCES & SEMINARS			1,398.00	CRIMINAL INTERDICTION TRAINING		
			REG. CHECK			1	1,398.00	1,398.00CR	0.00
							1,398.00	0.00	

01-005813 REPUBLIC SERVICES #923									
C	0923-005482371	NOV ORGANICS HAUL W/CREDITS	APBNK	1/11/2024	R	10/25/2023	2,613.47CR	2,613.47	
		G/L ACCOUNT		CK: 154476			2,613.47CR		
	101	41940-01-530.00	IMPROVEMENTS OTHER THAN BLDGS			2,613.47CR	NOV ORGANICS HAUL W/CREDITS		
C	0923-005529567	JANUARY ORGANICS HAULING	APBNK	1/11/2024	R	12/25/2023	59.73CR	59.73	
		G/L ACCOUNT		CK: 154476			59.73CR		
	101	41940-01-530.00	IMPROVEMENTS OTHER THAN BLDGS			59.73CR	JANUARY ORGANICS HAULING		
I	0923-005449302	OCTOBER ORGANICS HAULING	APBNK	1/11/2024	R	9/25/2023	849.00	849.00CR	
		G/L ACCOUNT		CK: 154476			849.00		
	101	41940-01-530.00	IMPROVEMENTS OTHER THAN BLDGS			849.00	OCTOBER ORGANICS HAULING		

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VENDOR SEQUENCE

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

I 0923-005509671		DECEMBER ORGANICS HAULING	APBNK	1/11/2024	R	11/25/2023		2,097.96	2,097.96CR	
		G/L ACCOUNT		CK: 154476				2,097.96		
	101 41940-01-530.00	IMPROVEMENTS OTHER THAN BLDGS					2,097.96	DECEMBER ORGANICS HAULING		
				REG. CHECK			1	273.76	273.76CR	0.00
								273.76	0.00	

01-005198 ROCK HARD LANDSCAPE SUPPLY										
I 3135611		BLACK DIRT	APBNK	1/11/2024	R	1/02/2024		165.00	165.00CR	
		G/L ACCOUNT		CK: 154477				165.00		
	101 45202-01-219.00	OTHER OPERATING SUPPLIES					165.00	BLACK DIRT		
I 3135614		BLACK DIRT	APBNK	1/11/2024	R	1/02/2024		165.00	165.00CR	
		G/L ACCOUNT		CK: 154477				165.00		
	101 45202-01-219.00	OTHER OPERATING SUPPLIES					165.00	BLACK DIRT		
				REG. CHECK			1	330.00	330.00CR	0.00
								330.00	0.00	

01-004946 ROSEMOUNT ARMORY FUND										
I 1001-0		2023 LEASE PAYMENT	APBNK	1/11/2024	R	1/02/2024		20,160.00	20,160.00CR	
		G/L ACCOUNT		CK: 154478				20,160.00		
	101 45100-01-412.00	BUILDING RENTAL					20,160.00	2023 LEASE PAYMENT		
				REG. CHECK			1	20,160.00	20,160.00CR	0.00
								20,160.00	0.00	

01-003068 ROTARY CLUB OF ROSEMOUNT										
I 1035		3RD QTR ROTARY DUES-MARTIN	APBNK	1/11/2024	R	12/14/2023		179.00	179.00CR	
		G/L ACCOUNT		CK: 154479				179.00		
	101 41320-01-433.00	DUES & SUBSCRIPTIONS					179.00	3RD QTR ROTARY DUES-MARTIN		
				REG. CHECK			1	179.00	179.00CR	0.00
								179.00	0.00	

01-004330 SAFE ASSURE CONSULTANTS INC										
I 3462		2024 SAFETY TRAINING	APBNK	1/11/2024	R	11/21/2023		10,688.26	10,688.26CR	
		G/L ACCOUNT		CK: 154480				10,688.26		
	206 49006-01-319.00	OTHER PROFESSIONAL SERVICES					10,688.26	2024 SAFETY TRAINING		

PACKET: 06897 01/11/2024 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		10,688.26	10,688.26CR	0.00
								10,688.26	0.00	
01-190580 SENTRY SYSTEMS INC										
I 790423		FS #2 MONITORING-JAN,FEB,MA	APBNK	1/11/2024	R	1/01/2024		82.80	82.80CR	
		G/L ACCOUNT		CK: 154481				82.80		
	101 42210-01-439.00	OTHER MISCELLANEOUS CHARGES					82.80	FS #2 MONITORING-JAN,FEB,MAR		
				REG. CHECK		1		82.80	82.80CR	0.00
								82.80	0.00	
01-000861 SHI INTERNATIONAL CORP										
I B17761220		LAPTOP FOR CHIEF	APBNK	1/11/2024	R	12/20/2023		1,711.00	1,711.00CR	
		G/L ACCOUNT		CK: 154482				1,711.00		
	101 42110-01-396.00	COMPUTER MAINTENANCE					1,711.00	LAPTOP FOR CHIEF		
				REG. CHECK		1		1,711.00	1,711.00CR	0.00
								1,711.00	0.00	
01-005395 SHOOTING STAR NATIVE SEEDS										
I 60340		WOODLAND & PRAIRIE NATIVE S	APBNK	1/11/2024	R	12/21/2023		4,600.00	4,600.00CR	
		G/L ACCOUNT		CK: 154483				4,600.00		
	101 45202-01-319.00	OTHER PROFESSIONAL SERVICES					4,600.00	WOODLAND & PRAIRIE NATIVE SEED		
				REG. CHECK		1		4,600.00	4,600.00CR	0.00
								4,600.00	0.00	
01-001474 SRF CONSULTING GROUP INC										
I 16955.00-5		ASPEN AVENUE EXPANSION	APBNK	1/11/2024	R	12/31/2023		14,486.76	14,486.76CR	
		G/L ACCOUNT		CK: 154484				14,486.76		
	493 48000-01-303.00	ENGINEERING FEES					14,486.76	ASPEN AVENUE EXPANSION		
				REG. CHECK		1		14,486.76	14,486.76CR	0.00
								14,486.76	0.00	

PACKET: 06897 01/11/2024 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

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

01-136922 STATE OF MN DEPT OF PUB SAF										
I 2023 M-134146		HAZARDOUS MAT/CHEM FEE-W #7 APBNK 1/11/2024 R				1/02/2024		100.00	100.00CR	
		G/L ACCOUNT		CK: 154485				100.00		
	601 49400-01-319.00	OTHER PROFESSIONAL SERVICES					100.00	HAZARDOUS MAT/CHEM FEE-W #7		
I 2023 M-134148		HAZARDOUS MAT/CHEM FEE-W #8 APBNK 1/11/2024 R				1/02/2024		100.00	100.00CR	
		G/L ACCOUNT		CK: 154485				100.00		
	601 49400-01-319.00	OTHER PROFESSIONAL SERVICES					100.00	HAZARDOUS MAT/CHEM FEE-W #8		
I 2023 M-134151		HAZARDOUS MAT/CHEM FEE-W #9 APBNK 1/11/2024 R				1/02/2024		100.00	100.00CR	
		G/L ACCOUNT		CK: 154485				100.00		
	601 49400-01-319.00	OTHER PROFESSIONAL SERVICES					100.00	HAZARDOUS MAT/CHEM FEE-W #9		
I 2023 M-134154		HAZARDOUS CHEM INVENTORY-SH APBNK 1/11/2024 R				1/02/2024		25.00	25.00CR	
		G/L ACCOUNT		CK: 154485				25.00		
	601 49400-01-319.00	OTHER PROFESSIONAL SERVICES					25.00	HAZARDOUS CHEM INVENTORY-SHOP		
I 2023 M-134155		HAZARDOUS MAT/CHEM FEE-W #1 APBNK 1/11/2024 R				1/02/2024		100.00	100.00CR	
		G/L ACCOUNT		CK: 154485				100.00		
	601 49400-01-319.00	OTHER PROFESSIONAL SERVICES					100.00	HAZARDOUS MAT/CHEM FEE-W #1&2		
I 2023 M-134157		HAZARDOUS MAT/CHEM FEE-W #1 APBNK 1/11/2024 R				1/02/2024		100.00	100.00CR	
		G/L ACCOUNT		CK: 154485				100.00		
	601 49400-01-319.00	OTHER PROFESSIONAL SERVICES					100.00	HAZARDOUS MAT/CHEM FEE-W #12		
I 2023 M-134159		HAZARDOUS MAT/CHEM FEE-W #1 APBNK 1/11/2024 R				1/02/2024		100.00	100.00CR	
		G/L ACCOUNT		CK: 154485				100.00		
	601 49400-01-319.00	OTHER PROFESSIONAL SERVICES					100.00	HAZARDOUS MAT/CHEM FEE-W #14		
I 2023 M-134161		HAZARDOUS MAT/CHEM FEE-W #1 APBNK 1/11/2024 R				1/02/2024		100.00	100.00CR	
		G/L ACCOUNT		CK: 154485				100.00		
	601 49400-01-319.00	OTHER PROFESSIONAL SERVICES					100.00	HAZARDOUS MAT/CHEM FEE-W #15		
I 2023 M-134165		HAZARDOUS MAT/CHEM FEE-W #1 APBNK 1/11/2024 R				1/02/2024		100.00	100.00CR	
		G/L ACCOUNT		CK: 154485				100.00		
	601 49400-01-319.00	OTHER PROFESSIONAL SERVICES					100.00	HAZARDOUS MAT/CHEM FEE-W #16		
		REG. CHECK					1	825.00	825.00CR	0.00
								825.00	0.00	

01-004997 STERICYCLE INC

I 8005800990	DECEMBER SHREDDING SERVICES APBNK 1/11/2024 R	12/31/2023	151.82	151.82CR
	G/L ACCOUNT	CK: 154487	151.82	
	101 42110-01-203.00	PRINTED FORMS & PAPER	151.82	DECEMBER SHREDDING SERVICES

PACKET: 06897 01/11/2024 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	151.82 151.82	151.82CR 0.00	0.00
01-192536 STREICHER'S									
I I1673961		RESERVE UNIFORM-M. WATSON	APBNK	1/11/2024	R	1/02/2024	835.84	835.84CR	
		G/L ACCOUNT		CK: 154488			835.84		
	101 42110-01-217.00	CLOTHING ALLOWANCE - POLICE					835.84	RESERVE UNIFORM-M. WATSON	
I I1674133		RESERVE UNIFORM-M. WATSON	APBNK	1/11/2024	R	1/03/2024	11.99	11.99CR	
		G/L ACCOUNT		CK: 154488			11.99		
	101 42110-01-217.00	CLOTHING ALLOWANCE - POLICE					11.99	RESERVE UNIFORM-M. WATSON	
I I1674450		OFFICER UNIFORM-C. BARNES	APBNK	1/11/2024	R	1/04/2024	269.99	269.99CR	
		G/L ACCOUNT		CK: 154488			269.99		
	101 42110-01-217.00	CLOTHING ALLOWANCE - POLICE					269.99	OFFICER UNIFORM-C. BARNES	
			REG. CHECK			1	1,117.82 1,117.82	1,117.82CR 0.00	0.00
01-005777 SUPERIOR EXPRESS COURIERS									
I 48102		COURIER OF DRAW REQUEST	APBNK	1/11/2024	R	1/01/2024	26.40	26.40CR	
		G/L ACCOUNT		CK: 154489			26.40		
	442 48000-01-304.00	LEGAL FEES					26.40	COURIER OF DRAW REQUEST	
			REG. CHECK			1	26.40 26.40	26.40CR 0.00	0.00
01-006109 MEGAN THOMPSON									
I 2024-0002		PERMIT 4858-DAMAGE DEPOSIT	APBNK	1/11/2024	R	12/28/2023	300.00	300.00CR	
		G/L ACCOUNT		CK: 154490			300.00		
	101 22005	REFUNDS PAYABLE - P&R					300.00	PERMIT 4858-DAMAGE DEPOSIT	
			REG. CHECK			1	300.00 300.00	300.00CR 0.00	0.00
01-001609 THOMSON REUTERS-WEST									
I 849513798		DECEMBER CLEAR CHARGES	APBNK	1/11/2024	R	1/01/2024	212.18	212.18CR	
		G/L ACCOUNT		CK: 154491			212.18		
	101 42110-01-433.00	DUES & SUBSCRIPTIONS					212.18	DECEMBER CLEAR CHARGES	

PACKET: 06897 01/11/2024 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		212.18	212.18CR	0.00
								212.18	0.00	
01-003042 TRANE U.S. INC										
I 314224119		QUARTERLY SERVICE AGREEMENT	APBNK	1/11/2024	R	1/02/2024		3,327.25	3,327.25CR	
		G/L ACCOUNT		CK: 154492				3,327.25		
	101 45100-01-404.00	CONTRACTED MACH & EQUIP R & M				1,264.36		QUARTERLY SERVICE AGREEMENT		
	650 45130-01-404.00	CONTRACTED MACH & EQUIP R & M				1,264.36		QUARTERLY SERVICE AGREEMENT		
	101 11510	NATIONAL GUARD A/R				798.53		QUARTERLY SERVICE AGREEMENT		
			REG. CHECK			1		3,327.25	3,327.25CR	0.00
								3,327.25	0.00	
01-201830 TRI STATE BOBCAT INC										
I P10266		STUMP GRINDER PARTS	APBNK	1/11/2024	R	12/21/2023		156.95	156.95CR	
		G/L ACCOUNT		CK: 154493				156.95		
	101 43100-01-221.00	EQUIPMENT PARTS				156.95		STUMP GRINDER PARTS		
			REG. CHECK			1		156.95	156.95CR	0.00
								156.95	0.00	
01-006046 TTEC DIGITAL LLC										
I BILL0180739		PHONE LICENSES (5)	APBNK	1/11/2024	R	12/19/2023		1,149.50	1,149.50CR	
		G/L ACCOUNT		CK: 154494				1,149.50		
	101 41810-01-321.00	TELEPHONE COSTS				1,149.50		PHONE LICENSES (5)		
			REG. CHECK			1		1,149.50	1,149.50CR	0.00
								1,149.50	0.00	
01-000104 UNION PACIFIC RAILROAD CO										
I 330084779		2024 RR SIGNAL MAINTENANCE	APBNK	1/11/2024	R	12/01/2023		9,520.00	9,520.00CR	
		G/L ACCOUNT		CK: 154495				9,520.00		
	101 43121-01-404.00	RAILROAD ADMINISTRATION/MGMT.				9,520.00		2024 RR SIGNAL MAINTENANCE		
			REG. CHECK			1		9,520.00	9,520.00CR	0.00
								9,520.00	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

01-211345 UNITED LABORATORIES									
I	INV396848	GRAFFITI PAINT REMOVER	APBNK	1/11/2024	R	12/29/2023	285.16	285.16CR	
		G/L ACCOUNT		CK: 154496			285.16		
	101	45202-01-219.00	OTHER OPERATING SUPPLIES			285.16	GRAFFITI PAINT REMOVER		
			REG. CHECK			1	285.16	285.16CR	0.00
							285.16	0.00	

01-211750 UNLIMITED SUPPLIES INC									
I	457119	SHOP SUPPLIES	APBNK	1/11/2024	R	12/22/2023	381.44	381.44CR	
		G/L ACCOUNT		CK: 154497			381.44		
	101	43100-01-215.00	SHOP MATERIALS			381.44	SHOP SUPPLIES		
			REG. CHECK			1	381.44	381.44CR	0.00
							381.44	0.00	

01-220480 VERIZON WIRELESS									
I	9951418776	PD CELLULAR SERVICE 12/10/2	APBNK	1/11/2024	R	12/10/2023	1,364.36	1,364.36CR	
		G/L ACCOUNT		CK: 154498			1,364.36		
	101	42110-01-321.00	TELEPHONE COSTS			1,364.36	PD CELLULAR SERVICE 12/10/2023		
I	9952494060	BACK UP SCADA DIALER	APBNK	1/11/2024	R	12/23/2023	55.32	55.32CR	
		G/L ACCOUNT		CK: 154498			55.32		
	602	49450-01-321.00	TELEPHONE COSTS			18.44	BACK UP SCADA DIALER		
	601	49400-01-321.00	TELEPHONE COSTS			18.44	BACK UP SCADA DIALER		
	603	49500-01-321.00	TELEPHONE COSTS			18.44	BACK UP SCADA DIALER		
			REG. CHECK			1	1,419.68	1,419.68CR	0.00
							1,419.68	0.00	

01-221575 VOL FIREFIGHTERS BENEFIT									
I	2024-0027	2024 INSURANCE RENEWAL	APBNK	1/11/2024	R	12/27/2023	470.00	470.00CR	
		G/L ACCOUNT		CK: 154499			470.00		
	101	42210-01-433.00	DUES & SUBSCRIPTIONS			470.00	2024 INSURANCE RENEWAL		
			REG. CHECK			1	470.00	470.00CR	0.00
							470.00	0.00	

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

01-005240 WARSAW SOLAR, LLC										
I	2312-6994F	NOVEMBER SOLAR SUBSCRIPTION	APBNK	1/11/2024	R	12/21/2023		10,399.80	10,399.80CR	
		G/L ACCOUNT		CK: 154500				10,399.80		
	101	41940-01-381.00	ELECTRIC UTILITIES			3,265.76		NOVEMBER SOLAR SUBSCRIPTIONS		
	601	49407-01-381.00	ELECTRIC UTILITIES			296.99		NOVEMBER SOLAR SUBSCRIPTIONS		
	601	49410-01-381.00	ELECTRIC UTILITIES			335.02		NOVEMBER SOLAR SUBSCRIPTIONS		
	601	49412-01-381.00	ELECTRIC UTILITIES			1,529.17		NOVEMBER SOLAR SUBSCRIPTIONS		
	650	45130-01-381.00	ELECTRIC UTILITIES			4,972.86		NOVEMBER SOLAR SUBSCRIPTIONS		
			REG. CHECK			1		10,399.80	10,399.80CR	0.00
								10,399.80	0.00	

01-004606 WILLIAMS SCOTSMAN INC										
I	9019864049	BLOOMFIELD WARM'G HOUSE REN	APBNK	1/11/2024	R	1/04/2024		1,166.67	1,166.67CR	
		G/L ACCOUNT		CK: 154501				1,166.67		
	101	45100-01-415.00	OTHER EQUIPMENT RENTAL			1,166.67		BLOOMFIELD WARM'G HOUSE RENTAL		
			REG. CHECK			1		1,166.67	1,166.67CR	0.00
								1,166.67	0.00	

01-231910 WSB AND ASSOCIATES INC										
I	20822-000-13	LIFE TIME CLUB DEVELOPMENT	APBNK	1/11/2024	R	12/29/2023		720.00	720.00CR	
		G/L ACCOUNT		CK: 154502				720.00		
	476	48000-01-303.00	ENGINEERING FEES			720.00		LIFE TIME CLUB DEVELOPMENT		
I	22008-000-10	ERICKSON PARK CONCEPT PLANN	APBNK	1/11/2024	R	12/29/2023		386.00	386.00CR	
		G/L ACCOUNT		CK: 154502				386.00		
	205	49005-01-530.00	IMPROVEMENTS OTHER THAN BLDGS			386.00		ERICKSON PARK CONCEPT PLANNING		
I	22322-000-10	CHANNEL AUAR REVIEW	APBNK	1/11/2024	R	12/29/2023		45.75	45.75CR	
		G/L ACCOUNT		CK: 154502				45.75		
	101	41910-01-319.00	OTHER PROFESIONAL SERVICES			45.75		CHANNEL AUAR REVIEW		
I	22511-000-6	UMORE AUAR UPDATE	APBNK	1/11/2024	R	12/29/2023		1,829.00	1,829.00CR	
		G/L ACCOUNT		CK: 154502				1,829.00		
	101	41910-01-319.00	OTHER PROFESIONAL SERVICES			1,829.00		UMORE AUAR UPDATE		
I	23065-000-6	PW/PD CAMPUS CONSTRUCTION	APBNK	1/11/2024	R	12/29/2023		880.00	880.00CR	
		G/L ACCOUNT		CK: 154502				880.00		
	421	48000-01-303.00	ENGINEERING FEES			880.00		PW/PD CAMPUS CONSTRUCTION		
I	23270-000-5	TALAMORE PARK FINAL DESIGN	APBNK	1/11/2024	R	12/29/2023		2,255.75	2,255.75CR	
		G/L ACCOUNT		CK: 154502				2,255.75		
	205	49005-01-535.00	IMPROVEMENTS OTHER THAN BLDGS			2,255.75		TALAMORE PARK FINAL DESIGN		

PACKET: 06897 01/11/2024 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 23450-000-4		FLINT HILLS TRAIL IMPROVEME G/L ACCOUNT	APBNK	1/11/2024	R	12/29/2023	4,726.75 4,726.75	4,726.75CR	
	205	49005-01-538.00 IMPROV OTHER THAN BLDGS				4,726.75	FLINT HILLS TRAIL IMPROVEMENTS		
I 23892-000-2		RICH VALLEY EAST AUAR G/L ACCOUNT	APBNK	1/11/2024	R	12/29/2023	183.00 183.00	183.00CR	
	101	41910-01-319.00 OTHER PROFESIONAL SERVICES				183.00	RICH VALLEY EAST AUAR		
I 23927-000-1		PROJECT BIGFOOT G/L ACCOUNT	APBNK	1/11/2024	R	12/29/2023	10,701.75 10,701.75	10,701.75CR	
	474	48000-01-303.00 ENGINEERING FEES				10,701.75	PROJECT BIGFOOT		
I 24034-000-1		CA GEAR EXPANSION REVIEW G/L ACCOUNT	APBNK	1/11/2024	R	12/29/2023	563.00 563.00	563.00CR	
	101	41910-01-319.00 OTHER PROFESIONAL SERVICES				563.00	CA GEAR EXPANSION REVIEW		
		REG. CHECK				1	22,291.00 22,291.00	22,291.00CR 0.00	0.00

01-240010 XCEL ENERGY									
I 0010071743-0	12/23	FH REC COMPLEX IRRIGATION G/L ACCOUNT	APBNK	1/11/2024	R	12/22/2023	407.51 407.51	407.51CR	
	101	45202-01-381.00 ELECTRIC UTILITIES				407.51	FH REC COMPLEX IRRIGATION		
I 0010575696-0	12/23	ERICKSON PARK TENNIS COURTS G/L ACCOUNT	APBNK	1/11/2024	R	12/22/2023	80.83 80.83	80.83CR	
	101	45202-01-381.00 ELECTRIC UTILITIES				80.83	ERICKSON PARK TENNIS COURTS		
I 0011108910-3	12/23	RSMT SC-ACTIVITY CENTER G/L ACCOUNT	APBNK	1/11/2024	R	12/22/2023	1,105.99 1,105.99	1,105.99CR	
	101	45100-30-381.00 ELECTRIC UTILITIES				1,105.99	RSMT SC-ACTIVITY CENTER		
I 0013089608-6	12/23	WELCOME SIGN - SOUTH G/L ACCOUNT	APBNK	1/11/2024	R	12/22/2023	15.66 15.66	15.66CR	
	608	49508-01-381.00 ELECTRIC UTILITIES				15.66	WELCOME SIGN - SOUTH		
I 0013530257-8	12/23	FLASHING PEDESTRIAN LIGHT G/L ACCOUNT	APBNK	1/11/2024	R	12/22/2023	13.23 13.23	13.23CR	
	608	49508-01-381.00 ELECTRIC UTILITIES				13.23	FLASHING PEDESTRIAN LIGHT		
I 0014429306-4	12/23	POLICE & PUBLIC WORKS BUILD G/L ACCOUNT	APBNK	1/11/2024	R	12/26/2023	2,807.69 2,807.69	2,807.69CR	
	421	48000-01-381.00 ELECTRIC UTILITIES				2,807.69	POLICE & PUBLIC WORKS BUILDING		
I 0519839-2	12/23	UMORE LIGHTS & IRRIGATION G/L ACCOUNT	APBNK	1/11/2024	R	12/22/2023	235.83 235.83	235.83CR	
	101	45202-01-381.00 ELECTRIC UTILITIES				235.83	UMORE LIGHTS & IRRIGATION		

PACKET: 06897 01/11/2024 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

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

I	8053588-8	12/23	SIGNAL & STREET LIGHTS	APBNK	1/11/2024	R	12/22/2023	145.40	145.40	CR
			G/L ACCOUNT	CK: 154503				145.40		
	101	43121-01-381.00	ELECTRIC UTILITIES				47.89	SIGNAL & STREET LIGHTS		
	608	49508-01-381.00	ELECTRIC UTILITIES				97.51	SIGNAL & STREET LIGHTS		
			REG. CHECK				1	4,812.14	4,812.14	CR
								4,812.14	0.00	0.00

PACKET: 06897 01/11/2024 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	801,281.36CR
201	PORT AUTHORITY FUND	4.13CR
205	PARK IMPROVEMENT FUND	96,788.00CR
206	INSURANCE FUND	10,688.26CR
207	EQUIPMENT CIP FUND	31,623.12CR
421	PD & PW BUILDINGS PROJECT	209,618.17CR
442	HARMONY VILLAS 2ND ADD'N	26.40CR
474	PROJECT BIGFOOT	10,701.75CR
476	LIFE TIME CLUB	720.00CR
483	AKRON AVE SOUTH EXT	26,295.07CR
484	FIRE STATION NO 1 FACADE	2,017.50CR
493	ASPEN AVE EXTENSION	22,790.66CR
601	WATER UTILITY FUND	21,734.11CR
602	SEWER UTILITY FUND	159,816.58CR
603	STORM WATER UTILITY FUND	9,084.90CR
608	STREET LIGHT UTILITY FUND	580.44CR
650	ARENA FUND	17,112.67CR
** TOTALS **		1,420,883.12CR

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

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS	2	1,500.00	1,500.00CR	0.00
		1,500.00	0.00	
REG-CHECKS	130	1,419,383.12	1,419,383.12CR	0.00
		1,419,383.12	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	132	1,420,883.12	1,420,883.12CR	0.00
		1,420,883.12	0.00	

ERRORS:

0

WARNINGS:


1/11/2024

**ROSEMOUNT CITY COUNCIL
REGULAR MEETING PROCEEDINGS
DECEMBER 21, 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 Thursday, December 21, 2023, at 7:00 PM. in Rosemount Council Chambers, 2875 145th Street West.

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

APPROVAL OF AGENDA

Motion by Weisensel

Motion to approve the agenda

Ayes: 5.

Nays: None. Motion carried.

PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS

a. Oath of Office

City Clerk Fasbender administered the oath of office to Councilmember Klimpel.

RESPONSE TO PUBLIC COMMENT

None.

PUBLIC COMMENT

Jason Moore

3685 148th Street West

Mr. Moore expressed his opinions regarding City Council's request for community engagement and questioned the change in only allowing 3-minutes to the each member of the public wanting to speak. Mr. Moore also questioned the City's process for approving vetting and approving projects.

Karin Miller

17985 Jacquard Path

Lakeville, MN

Ms. Miller questioned whether the public should make comments regarding Jimnist now or when the item comes up on the agenda? Mayor Weisensel stated the City Council will suspend current rules and allow public comment regarding any Jimnist items to take place during item 9.b. on the agenda.

Raul Estrada
8302 143rd Street West
Apple Valley, MN

Mr. Estrada referenced a previous statement made during public comment regarding the word revolution and referenced the constitution, noting the public has the right as an American Citizen to support or oppose items.

CONSENT AGENDA

Motion by Klimpel **Second by** Theisen

Motion to approve consent agenda with item 6.g, 6.k. and 6.o. pulled

Ayes: 5.

Nays: None. Motion Carried.

- 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

Councilmember Klimpel pulled this item for further discussion. Public Works Director Egger discussed the communication and engagement process that has taken place thus far, i.e. neighborhood meetings, resident mailings, dedicated website page, etc.

Mayor Weisensel referenced if residents want to provide input regarding the potential street closures to work through those discussions with staff during the project development phase.

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

Motion to 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

Ayes: 5.

Nays: None. Motion Carried.

- h. Tree City USA Recertification
- i. 2024-2033 Capital Improvement Plan
- j. Public Purpose Expenditure Policy

k. UMore Study Area AUAR Update 2023

Councilmember Klimpel pulled this item for further discussion.

Senior Planner Nemcek provided an update on the process of the Alternative Urban Areawide Review (AUAR) update. The state statute requires that the City review and update the AUAR every five years and allow the required reviewing agencies (MN DNR, Metropolitan Council, Vermillion River Watershed, Dakota County, etc.) to comment on the update. The comment period for this update was published on December 5 and ended on December 19. The updated comments were provided to council ahead of tonight's council meeting. Mr. Nemcek noted a current AUAR allows developers to move forward without separate, project specific environmental reviews.

Motion by Mayor Weisensel Second by Council Member Freske

Motion to Adopt a Resolution Authorizing the Adoption of the UMore Alternative Urban Areawide Review (AUAR) Update 2023.

Ayes: 5.

Nays: None. Motion Carried.

- 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

Councilmember Klimpel pulled this item for recognition. Chief Schroeder recognized the newest Firefighters and further discussed the training and duties completed in order to become a firefighter.

Motion by Council Member Klimpel Second by Council Member Essler

Motion to Staff recommends recognizing new firefighters coming off probation

Ayes: 5.

Nays: None. Motion Carried.

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

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.

Julie Hogan, Planner, presented the request by 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.

Ms. Hogan showcased the plans for the proposal, the planning commissions recommendation and the next steps of the project.

Nate Bry, owner of CA Gear, was present and further elaborated on his business plans for CA Gear. Councilmembers thanked Mr. Bry for choosing Rosemount.

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

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.

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

2. **Motion** to adopt a resolution approving the Major Amendment to the Custom Apparel Planned Unit Development Agreement.

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

3. **Motion** to authorize the Mayor and City Clerk to execute a Major Amendment to the Custom Apparel Planned Unit Development Agreement.

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

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.

Ayes: 5.

Nays: None. Motions Carried.

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

Mayor Weisensel stated contrary to normal process; City Council will open a public comment period for this item and following any comments will turn back to the council for any additional questions.

Senior Planner Nemcek summarized the request 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 on its UMore Park site.

The proposed plat request would separate the subject parcel from the greater UMore Park property. Four new parcels would be created by the Plat; 1 large parcel containing main use, 2

parcels containing an electrical substation and land for future water tower, 1 parcel in the northwest corner of the site to be transferred to DCTC. Staff recommends a drainage and utility easement over the wetland and buffer in the north central portion of the site.

Mr. Nemcek showcased UMore Park background, plans for the site, environmental review results, security fence and street improvements. The street improvements include the applicant is responsible for improvements to Audrey and Blaine Avenues as well as improvements to CSAH 42, Audrey Avenue realignment, a temporary signal light at Blaine Avenue and CSAH 42 and 12" water main constructed in Audrey Avenue and 16" water main in Blaine Avenue.

Mr. Nemcek further elaborated on the concerns heard during open house and public hearing, i.e. water usage, EMF radiation, noise, etc. The anticipated amount of water used by the site is planned for in the City's Comprehensive Plan, and Xcel Energy has received approval by the PUC to serve the site. The levels of EMF radiation generated by the 115kV transmission line is below the 400kV threshold that has been shown to create magnetic effects that may cause problems for pacemakers or other devices. An acoustic engineering firm conducted a noise study that predicts noise levels to be below the noise criteria of the MPCA, County, and City. In addition, the mix of frequencies and equipment selected for the site were confirmed to not contain low-frequency pure tones and has not been associated with disruption to wildlife.

The Planning Commission voted unanimously to recommend approval of both the final site and building plan for the planned unit development and approval of the preliminary and final plats. The recommendation included a condition to investigate the status of the AUAR update.

Trish of Kimley Horn, representative of Jimnist, came forward to express their excitement to be in the community of Rosemount and addressed several of the narratives of the project that the project team had heard over the course of the project process.

Councilmember Freske questioned the soil testing and whether any contamination was found on this project site; staff confirmed that soil testing took place on the entire UMore site. However, no contamination was found in this particular area. A map was presented and Mr. Nemcek noted the entire Jimnist site included yellow dots which indicates samples taken did not exceed residential soil standards, which are the strictest standards.

Councilmember Essler questioned the 16" water line at Blaine Ave. Staff confirmed Jimnist is responsible for part of the costs and Public Works Director Egger clarified the increased water line will be a benefit to the community in the future. Councilmember Essler addressed a flier that was distributed to several neighborhoods anonymously and wanted to address the statements regarding the water usage in the flier. Kimley Horn responded stating the water usage for this project will be very low and equivalent to a couple restaurants. As technology evolves; data centers have found new technology to reduce the amount of water needed. Councilmember Essler also noted several variances were granted when the PUD Master Development Plan was approved by the City Council in March 2023 and noted several of those variances are now not needed due to the feedback given by City Council, Planning Commission,

staff and the public.

Leslie Krueger, University of MN, provided additional clarification on items listed on the U of M website. Ms. Krueger also recapped the history of this site and the decision to take a market-driven approach.

Ms. Krueger also noted the U of M will target locations to do a feasibility study to clean up the land based on Rosemount's land use plan, targeting areas close to the roadways first due to the possibility of the public going onto the land. These findings will be presented to the City. Ms. Krueger noted if the sale of the land moves forward and if environmental concerns came forward, Jiminist would work with the Minnesota Pollution Control Agency to resolve.

The Mayor opened public comment period at 8:14 p.m.

Marla Linder
15615 Eddy Creek Way
Apple Valley, MN

Ms. Linder expressed concerns regarding possible contamination and for the council to consider this when taking action. Ms. Linder also noted federal lawsuits involved with Meta.

Jeff Gorman
13533 Dellwood Way

Mr. Gorman agreed with Ms. Linder's statements and questioned morals and the reasoning for this business coming into the community and further elaborated on the history of Meta and its way of doing business. Mr. Gorman suggested working together with businesses that give a wholesome to the community.

Susan Ferozzo
1646 240th Street
Farmington, MN

Ms. Ferozzo played an audio clip which a newscast discussed noises from a data center and the burden this center had on its residents. Ms. Ferozzo requested transparency on the noise study.

Kathy Pritchard
15703 Crystal Path

Ms. Pritchard stated Kimley Horn noted Jimnist would use less water, but requested to know the percentage of how much less. Ms. Pritchard also expressed concerns over losing jobs over artificial intelligence.

The project consultants provided further verbal info on water usage.

Amy of Greater MSP
400 Robert St N
St. Paul, MN

Amy of Greater MSP stated data centers have jobs that sustain and provide economic growth within the region. She further expressed her support for the project.

Sharon Brown
4425 Summer Court
Eagan, MN

Ms. Brown noted her ties to the City of Rosemount and Rosemount High School. Ms. Brown expressed her concern about Meta and environmental concerns especially the lead found on-site.

Kymi Kieffer
3245 145th Street

Ms. Kieffer stated her daughter lives on the east side of town and expressed concerns regarding the side effects of what could happen to her family. Ms. Kieffer also noted the word of the month "compassion" and for the council to consider this when acting on this item.

Julie Barner
9836 Alaureate Ct
Inver Grove Heights, MN

Ms. Barner expressed several concerns regarding the project and environmental impacts and stated several people are moving out of the area because of it. Ms. Barner expressed concerns about transparency and the lack of involvement the community had to be able to be a part of a project of this size.

Bill Droste
1350 149th Street

Bill Droste, Dakota County Commissioner, stated he is a property owner in Amber Fields and expressed why he chose this neighborhood, i.e. walkability, open space, options of home sizes, etc. Commissioner Droste noted he has watched several public meetings and wanted to speak tonight on some of the misinformation. Commissioner Droste shared information on positive experiences data centers have on communities, specifically noting Des Moines, Iowa.

Amie Daly
14216 Azalea Path

Ms. Daly expressed concerns regarding the Meta project and does not agree with it locating in Rosemount and stated she wants to move.

Tracie Killion
4660 Bacon Ave E
Inver Grove Heights

Ms. Killion questioned the amount of renewable energy the project will generate, how much electricity is needed and where is the energy coming from and whether or not the energy will cover an expansion in the future.

Mayor Weisensel closed the public comment period at 8:48 p.m.

Kimley Horn further elaborated on the noise study comments noting the noise study done for this project was customized to this site and confirmed the noise level was found to be below state requirements.

Councilmember Klimpel voiced her approval of the project by recapping conversations and sharing the information she had received from elected officials who have data centers in their community.

Councilmember Klimpel expressed gratitude to staff and project representatives for the work done and the presentation before council tonight.

Councilmember Essler expressed his approval of the project and stated council has been listening to the comments and concerns received from the public. Councilmember Essler stated the City Council's job is to make decisions for the best interest of all the residents and stated staff has done an incredible job with the questions and concerns raised.

Mayor Weisensel stated the project fits within the City's standards and City Codes. Mayor Weisensel noted the entire City Council has listened to all of the public comment received thus far and appreciates the ongoing engagement from the public.

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

Motion to adopt a resolution approving the ROSEMOUNT TECHNOLOGY ADDITION preliminary and final plats, subject to conditions.

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

Motion to approve the ROSEMOUNT TECHNOLOGY ADDITION subdivision, water and wastewater agreements.

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

Motion to adopt a resolution accepting the right-of-way easement from the University of Minnesota for improvements to Audrey Avenue and Blaine Ave.

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

Motion to adopt a resolution approving the Final Site and Building Plan for the Project Bigfoot Planned Unit Development, subject to conditions.

Ayes: 5.

Nays: None. Motions Carried.

Mayor Weisensel noted the next steps in the project are permit approvals handled internally by staff and the developer and landowner to complete the transaction of the land sale.

ANNOUNCEMENTS

a. City Staff Updates

City Administrator Martin provided an update of the tour of lights currently going on throughout Rosemount and encouraged residents to view the map on the website. Chief Dahlstrom provided a recap of the Heroes and Helpers event that recently took place.

b. Upcoming Community Calendar

Mayor Weisensel reviewed the calendar of events and upcoming meetings.

ADJOURNMENT

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

Respectfully submitted,

Erin Fasbender
City Clerk

**ROSEMOUNT CITY COUNCIL
REGULAR MEETING PROCEEDINGS
JANUARY 2, 2024**

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, January 2, 2024, at 7:00 PM. in Rosemount Council Chambers, 2875 145th Street West.

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

APPROVAL OF AGENDA

Motion by Weisensel **Second by** Essler

Motion to approve agenda

Ayes: 4.

Nays: None. Motion carried.

PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS

RESPONSE TO PUBLIC COMMENT

Mayor Weisensel responded to the public comment received at the December 21 meeting and noted the council appreciated the comments and shared those comments with staff.

City Administrator Martin responded to a comment made regarding the public comment process, noting no changes have been made. The public comment period has always been a three minute per person rule.

PUBLIC COMMENT

None.

CONSENT AGENDA

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

Motion to approve consent agenda with item 6.d. removed.

Ayes: 4.

Nays: None. Motion Carried.

- a. Bill Listings
- b. Appointment of Acting Mayor
- c. Designation of Official Newspaper

d. Rich Valley East AUAR Order

Councilmember Freske pulled this item for further information. Community Development Director Kienberger discussed the action before council tonight; adopt a resolution ordering the preparation of an Alternative Urban Areawide Review (AUAR) for the potential development currently referred to as Rich Valley East, which covers approximately 333 acres over 6 parcels north of CSAH 42 immediately east of Driver Avenue. The AUAR is being developed by Kimley-Horn on behalf of a user that is interested in developing the site for a prospective data center. The developer is ordering the study to be completed which is a very common process.

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

Motion to Motion to Adopt a Resolution Ordering the Preparation of an AUAR for Rich Valley East

Ayes: 4.

Nays: None. Motion Carried.

- e. Naming of Depositories & Financial Institutions
- f. Annual Electronic Funds Transfer Authorization
- g. Approve 60 Day Medical Leave of Absence for Firefighter

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

None

ANNOUNCEMENTS

- a. City Staff Updates

City Administrator Martin noted the City Council will have an upcoming goal setting session.

- b. Upcoming Community Calendar

Mayor Weisensel reviewed the calendar of events and upcoming meetings.

ADJOURNMENT

There being no further business to come before the City Council at the regular council meeting and upon a motion by Weisensel and a second by Freske the meeting was adjourned at 7:23 p.m.

Respectfully submitted,

Erin Fasbender
City Clerk

**ROSEMOUNT CITY COUNCIL
WORK SESSION PROCEEDINGS
JANUARY 2, 2024**

CALL TO ORDER

Pursuant to due call and notice thereof, a regular meeting of the Rosemount City Council was held on Tuesday, January 2, 2024, at 5:00 PM. in Rosemount Council Chambers, 2875 145th Street West.

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

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.

b. Adjournment to Closed Session for City Administrator annual evaluation

Mayor Weisensel closed the meeting at 5:01 p.m. to conduct the annual performance review of City Administrator Martin. A report on the results of performance will be provided at the next City Council meeting on January 16, 2024.

Mayor Weisensel opened the meeting at 6:13 p.m.

DISCUSSION

None

UPDATES

a. Project Updates

Public Works Director Egger discussed the latest development status for Harmony Villas and requested input from the City Council regarding the city's responsibility on how to proceed with the development, i.e. trees completed, grading, utility items, etc. City Council agreed on staff connecting with the homeowner's association to discuss an agreement on how to move forward.

Mr. Egger also updated on the following; MNDot is discussing the county road 42 and highway 52 study again, Xcel energy is doing heavy tree trimming along Diamond Path.

Chief of Police Dahlstrom discussed a cadet program that he would like to implement, noting he is in the process of applying for a grant for the program to assist with the costs. The program would pay people to go to school and in return guarantee them to work for the police department upon passing. Councilmember Freske suggested noting in the agreement that the officer should be expected to work a certain number of years for the Rosemount Police Department.

Community Development Director Kienberger shared the success of Rosemount's building permits for the year.

b. Staff Reports

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 6:52 p.m.

Respectfully submitted,

Erin Fasbender
City Clerk

City Council Regular Meeting: January 16, 2024

AGENDA ITEM: 2024 Solid Waste Haulers Licenses	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Dan Schultz, Parks & Recreation Director	AGENDA NO. 6.e.
ATTACHMENTS:	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve the license for the firms listed in the executive summary to haul solid waste in the City of Rosemount.	

BACKGROUND

As required by Ordinance 5-1-5, solid waste haulers in Rosemount are required to obtain a license from the City. The haulers listed below have submitted a 2024 Solid Waste Haulers License Application, have provided all of the information required in the application, and have paid their license fee.

- | | | |
|-----|--------------------------------------|---------------------------------------|
| 1. | Waste Management of MN Inc | Residential, Commercial, Construction |
| 2. | Lloyds Construction of Services Inc | Construction |
| 3. | Keith Krupenny and Sons | Construction |
| 4. | Tennis Roll Off, LLC | Construction |
| 5. | Anderson's Dumpster Box Service, Inc | Commercial, Construction |
| 6. | Nitti Sanitation Inc | Residential, Commercial |
| 7. | Aspen Waste Systems Inc | Commercial |
| 8. | Allied Waste Services (Republic) | Residential, Commercial |
| 9. | Dicks Sanitation Inc. | Residential, Commercial |
| 10. | Highland Sanitation | Residential, Commercial |
| 11. | Inver Grove Sanitation Inc. | Residential, Commercial |

RECOMMENDATION

Staff is recommending the City Council approve the license for the firms listed in the executive summary to haul solid waste in the City of Rosemount.

City Council Regular Meeting: January 16, 2024

AGENDA ITEM: Agreement to Provide Solid Waste and Recycling Coordination Services	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Dan Schultz, Parks & Recreation Director	AGENDA NO. 6.f.
ATTACHMENTS: Agreement	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to recommend that the City Council approve entering into a joint powers agreement with the cities of Farmington and Hastings to continue to fund a shared Solid Waste and Recycling Coordinator.	

BACKGROUND

In 2022, staff from the Parks and Recreation department worked with the cities of Hastings and Farmington to develop a shared full-time position to coordinate the city's solid waste and recycling programs. A large majority of the funding for a position is provided through Dakota County's solid waste grant program. The position would spend time in all three cities during the week coordinating special events, community outreach, handling the day-to-day operations of solid waste and recycling programs and working to meet the requirement of Dakota County's solid waste programs.

There are several cities that work together to provide solid waste and recycling programs in Dakota County. The model of sharing a position has been well received by other communities.

This position has been allocated in the 2024 budget for the City of Rosemount along with the other two partnering cities.

RECOMMENDATION

Staff is recommending that the City Council approve entering into a joint powers agreement with the cities of Farmington and Hastings to continue to fund a shared Solid Waste and Recycling Coordinator.

**AGREEMENT
TO PROVIDE SOLIDWASTE AND RECYCLING COORDINATION SERVICES**

This Joint Powers Agreement ("Agreement") made this ___ day of _____ 2024 by and among the city of Rosemount ("Rosemount"), the city of Hastings ("Hastings"), and the city of Farmington ("Farmington") (herein referred to individually as "City" and collectively referred to as the "Cities").

1. AUTHORITY. This Agreement is entered into pursuant to Minnesota Statutes § 471. 59 and the authority provided in the statute for the Cities to jointly and cooperatively exercise powers common to the Cities.

2. PURPOSE. The purpose of this Agreement is to provide solid waste and recycling coordinated services for the Cities and to that end, hire a Solid Waste and Recycling Coordinator as further described in Section 3.

3. SOLID WASTE COORDINATOR. A Solid Waste and Recycling Coordinator ("SWRC") will be an employee of Rosemount and shall perform the basic services of the solid waste and recycling coordination ("the Program") for Rosemount, Hastings, and Farmington.

Program basic services include but are not limited to:

- Coordinate solid waste and recycling programs to ensure county ordinances and best practices are executed to achieve MPCA waste diversion goals.
- Apply for the annual Community Waste Abatement grant to fund required activities.
- Oversee the Community Waste Abatement grant funds.
- Collect data and report on activities.
- Attend Community Waste Abatement staff meetings, trainings and conferences.

- Develop, coordinate, and implement public education programs and materials encouraging waste stream reduction, diversion, and recycling.
- Plan, implement and evaluate collection events, workshops, and presentations.
- Work with multi-family building managers to enhance recycling efforts through training, education and infrastructure.
- Act as a liaison for interested community groups, agencies, committees and the public regarding solid waste management planning, policies, and issues.
- Review City ordinances for compliance with changing county ordinances and state solid waste laws.
- Respond to citizen questions and concerns.
- Perform other duties and responsibilities as apparent or assigned.
- May utilize social media, or link to existing social media to recruit volunteers and show the good work being done.

4. FINANCE.

A. Compensation.

i) The initial compensation for the SWRC shall be one hundred thousand, seven hundred forty and 51/100 dollars (\$100,740.51) ("Compensation"), as further described in Attachment A. Compensation shall be shared equally between the three cities with each city being responsible for one third of Compensation ("City Share") which shall initially be thirty-three thousand five hundred eighty and 17/100 dollars (\$33,580.17) for Hastings and Farmington.

ii). As the SWRC's employer, Rosemount shall be responsible for paying the SWRC's Compensation. Hastings and Farmington shall each reimburse Rosemount for their City Share quarterly. Rosemount shall invoice the Hastings and Farmington quarterly and such invoices shall be paid within thirty (30) days of receipt.

iii). By June 1st of each year, the Cities shall meet to review the results of the Program and shall establish a budget for the following year.

B. Should the Coordinator apply for grants on behalf of an individual City, the grant funds shall be received by that individual City. If the Coordinator applies for a grant on behalf of two or three Cities, the grant funds will be split equally between the Cities or as detailed in the grant agreement.

5. OTHER CONTRIBUTIONS BY CITIES.

A. Each City shall determine which of its assets will be available to the Program. Each City must provide a dedicated office space at which the Coordinate may work when on site in that City. Each City shall provide office supplies and materials necessary to carry out the work as described in this agreement.

B. Each City shall maintain liability insurance coverage on the volunteers working with this Program as required by law.

C. The SWRC will track assets made available to the Program from each City. Assets made available to the Program will be promptly returned to the City that provided them upon that City's withdrawal from the Agreement.

D. The SWRC will be supervised by Rosemount's designated contact. Required safety, legal and related reporting shall be through Rosemount's designated contact. Rosemount's designated contact will coordinate with the designated contact in Hastings and Farmington items related to SWRC's job duties.

E. Rosemount shall provide a working computer capable of handling basic office software. Rosemount shall provide access to a working landline, internet service, and shared fax and printer for the Program. A Rosemount-issued-cell phone or a stipend under Rosemount's employee handbook shall be provided by Rosemount and is part of the shared cost between the parties.

6. PERSONNEL. The Solid Waste and Recycling Coordinator shall be deemed an employee of the City of Rosemount. The Solid Waste and Recycling Coordinator shall be subject to the human resources and other policies of Rosemount.

7. INSURANCE AND INDEMNIFICATION.

A. Insurance

i. General Liability Insurance. Each City agrees to maintain comprehensive general liability insurance equal to or greater than the maximum liability for tort claims under Minn. Stat. § 466. 04, as amended. If any City is notified that its insurance is cancelled, it will immediately notify the other Cities in writing. If any City is unable to obtain or keep in force at least the minimum coverage required by this paragraph, any City may withdraw from this Agreement after giving the other member Cities at least sixty (60) days written notice of its intent to withdraw.

ii. Workers' Compensation Insurance. Each City shall be responsible for injuries to or death of its own employees. Each City shall maintain workers' compensation coverage or self- insurance coverage, covering its own employees while they are providing services pursuant to this agreement. Each City waives the right to sue any other City for any workers' compensation benefits paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other City or its officers, employees or agents.

B. Indemnification. Each City shall be liable for its own acts and the results thereof to the extent provided by law and, further, each City shall defend, indemnify, and hold harmless the other(s) (including their present and former officials, officers, agents, employees, volunteers, and subcontractors), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the indemnifying City, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this Agreement. The provisions of Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against Rosemount, Farmington, and/or Hastings a result of this Agreement.

8. DURATION.

A. Any City may withdraw from this Agreement with an effective date of December 31 of any year for the following year by providing written notice of termination by August 31st of that year.

B. In the event of written notification to withdraw, the remaining Cities shall meet to consider modifying the Agreement to continue without the withdrawing City or to terminate the Agreement.

9. NOTICES. Unless the Parties otherwise agree in writing, any notice or demand which must be given or made by a Party under this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail. Notices must be sent to the following individuals, who shall service as the designated representative of each City, unless a City provides otherwise in writing:

Rosemount: Dan Schultz, Parks and Recreation Director
13885 South Robert Trail
Rosemount, MN 55068

Farmington: John Powell, Public Works Director/City Engineer
430 Third St.
Farmington, MN 55024

Hastings: Chris Jenkins, Parks and Recreation Director
920 West 10th Street
Hastings, MN 55033

10. DATA. Each City, their officers, agents, owners, partners, employees, volunteers and subcontractors, shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and all other applicable state and federal law, rules, regulations and orders relating to data privacy, confidentiality, disclosure of information, medical records or other health and enrollment information, and as any of the same may be amended.

11. RECORDS – AVAILABILITY/ACCESS. Subject to the requirements of Minn. Stat. § 16C.05, subd. 5, the Cities, the State Auditor, or any of their authorized representatives, at any time during

normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., of the Cities which are pertinent to the accounting practices and procedures of the Cities and involve transactions relating to this Agreement. The Cities shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

12. INDEPENDENT PARTIES. It is understood that the relationship between the Cities as to the subject matter of this Agreement constitutes only the understandings set forth in this Agreement. It is further agreed that, notwithstanding any other formal, written agreements or contracts which may exist between the Cities, nothing is intended or should be construed in any manner as creating or establishing the relationship of partners between the Cities hereto or as constituting either City as the agent, representative, or employee of the other for any purpose or in any manner whatsoever. Each City is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

13. NO PRESUMPTION AGAINST DRAFTING PARTY. The parties acknowledge that: (a) this Agreement and its reduction to final written form are the result of extensive good - faith negotiations among the parties through themselves and/or their respective legal counsel; (b) said parties and/or their legal counsel have carefully reviewed and examined this Agreement prior to execution; and (c) any statute, common law, or rule of construction which provides that ambiguities are to be resolved against the drafting party (ies) shall not be employed in the interpretation of this Agreement.

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

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and the counterparts shall together constitute one and the same agreement.

16. EXECUTION OF ADDITIONAL DOCUMENTS. The parties agree to execute and deliver to the other party, as requested, any additional documents and/ or instruments that may reasonably be determined as necessary to consummate this transaction.

IN WITNESS WHEREOF, the Cities hereto have caused this Agreement to be executed by their respective duly authorized officers.

CITY OF ROSEMOUNT

Dated:

By: _____

Its: Mayor

By: _____

Its: City Clerk

Dated: _____

CITY OF HASTINGS

By: _____

Its. Mayor

by: _____

Its: City Clerk

Dated: _____

CITY OF FARMINGTON

By: _____

Its: Mayor

By: _____

Its: City Clerk

Dated: _____

ATTACHMENT A

JOINT FEES/EXPENSES

2023	Annual Cost
A. Solid Waste Coordinator Salary/Benefits	
- PERA, FICA, single medical, single dental, and life	\$99,320.51.
B. Membership— SOLID WASTE ORG.	\$100
C. Mileage Reimbursement	\$600
D. Smart Phone Monthly Fee Reimbursement \$60/mo.	\$720
Total Projected Costs:	\$100,740.51
Divided between 3 cities	\$33,580.17 per city

City Council Regular Meeting: January 16, 2024

AGENDA ITEM: Joint Powers Agreement With Dakota County for Acquisition and Construction of the Rosemount Greenway - Caramore Crossing Segment	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Dan Schultz, Parks & Recreation Director	AGENDA NO. 6.g.
ATTACHMENTS: Agreement, Map	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to have the City Council approve the Joint Powers Agreement with Dakota County for Acquisition and Construction of the Rosemount Greenway - Caramore Crossing Segment	

BACKGROUND

In July of 2012, the Rosemount Greenway Master Plan was adopted by the Dakota County Board of Commissioners. The master plan established a preferred alignment for the Rosemount Greenway from Lebanon Hills to Spring Lake Regional Park Reserve via downtown Rosemount.

The proposed JPA will fund the acquisition and construction of approximately 1000 feet through the Caramore Crossing development extending from the recently completed pedestrian underpass of County Highway 73 (Akron Ave). The project leverages cost efficiencies provided by the developer for site grading and constructing adjacent infrastructure. The greenway will also leverage 8 acres of open space beyond the 50-foot County easement area, including park, stormwater, and prairie restoration areas established through the development process.

The City of Rosemount has facilitated the acquisition and construction through a development agreement with DR Horton, consistent with County's local greenway cost-share partnerships, resulting in the following acquisition and construction costs: · \$80,250 for easement acquisition of 1.07 acres based on a \$75,000 per acre cost · \$89,809.49 for approximately 1,000 feet of regional greenway, including grading, base, and pavement Dakota County and the City of Rosemount coordinated trail design to ensure regional standards were achieved. Through a development agreement between the city and developer the design and installation of trail was completed with the road and sewer improvements. The total cost of the JPA to Dakota County is \$170,059.49 which covers the easement acquisition and construction costs. Upon payment, the City will convey trail easement area to Dakota County.

RECOMMENDATION

Staff is recommending the City Council approve the Joint Powers Agreement with Dakota County for Acquisition and Construction of the Rosemount Greenway - Caramore Crossing Segment.

JOINT POWERS AGREEMENT

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF ROSEMOUNT

**FOR COST CONTRIBUTION FOR CONSTRUCTION OF
ROSEMOUNT GREENWAY: CARAMORE CROSSING SEGMENT**

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

WHEREAS, Dakota County ("County") is a political subdivision of the State of Minnesota; and

WHEREAS, the City of Rosemount ("City") is a Minnesota municipal corporation; and

WHEREAS, by resolution 12-359, the County authorized the adoption of the Rosemount Greenway Master Plan (Master Plan) and the Master Plan identifies Caramore Crossing segment as part of the preferred greenway alignment; and

WHEREAS, the City has provided design and construction oversight in coordination with the larger Caramore Crossing housing development (the "Project"); and

WHEREAS, the greenway segment will become part of the Rosemount Greenway once connection is completed to downtown Rosemount; and

WHEREAS, by resolution 23-027, the County authorized up to \$170,059.49 towards construction and acquisition costs of the Project; and

WHEREAS, the City agrees to reimburse DR Horton \$170,059.49 for land acquisition and greenway construction costs; and

WHEREAS, upon payment the City of Rosemount will convey 1.07-acre trail easement to Dakota County; and

WHEREAS, a future supplemental maintenance agreement will be executed by the parties to address ongoing maintenance responsibilities of the parties; and

NOW, THEREFORE, in consideration of the mutual promises and benefits herein, the County and the City hereby enter into this Agreement to for acquisition and construction of the Rosemount Greenway: Caramore Crossing segment, as described in Exhibit 1.

ARTICLE 1 PURPOSE

The purpose of this Agreement is to define the responsibilities and obligations of the County and the City for cost contribution related to the construction of the Project. The City shall use all funds provided by the County for the sole purposes set forth in this Agreement.

ARTICLE 2 TERM

This Agreement shall be effective on [01/01/2024], regardless of the signature of the last party to sign this Agreement, and expires on [12/31/2024], or upon completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 3 COOPERATION

- 3.1 Duty of Good Faith. The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner.
- 3.2 Assignment. Neither the City nor the County may assign nor transfer any rights, duties, interests, or obligations under this Agreement without the prior consent of the other party and a fully executed assignment agreement, executed by the County and the City.

ARTICLE 4 COUNTY OBLIGATIONS

- 4.1 Contribution Amount. The County shall reimburse the City an amount not to exceed One Hundred Seventy Thousand and Fifty-Nine 49/100 Dollars (\$170,059.49) ("Agreement Maximum") for actual acquisition and construction costs incurred for the Project.
- 4.2 Reimbursement by County. After this Agreement has been executed by both parties, the City may claim reimbursement for costs in accordance with the Agreement.
 - A. Procedure. The County will reimburse the City within forty-five (45) calendar days of the City's submission of invoices to the County for actual costs of the Project. Invoices must be submitted in the form acceptable to the County. All requests for reimbursement must be submitted by the City by [11/15/2024]. The City must certify that the requested reimbursements are accurate, appropriate, and that such expenditures have not been otherwise reimbursed. If the invoice is incorrect, defective, or otherwise

improper, the County will notify the City in writing within ten (10) calendar days of receiving the incorrect invoice. Upon receiving the corrected invoice from the City, the County will make payment within forty-five (45) calendar days.

B. Right to Refuse Payment. The County may refuse to pay any claim from the City that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the County from questioning the propriety of the claim. The County reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

C. Final Payment. The County shall withhold the final reimbursement payment until the County documents its acceptance of final construction of the Project and provides notice to the City.

4.3 Project Management Team. County staff will participate on the Project Management Team coordinated by the City.

4.4 Acknowledgment. The County shall appropriately acknowledge the assistance provided by the City pursuant to this Agreement in any promotional materials, signage, publications, notices, and presentations concerning the Project.

ARTICLE 5 CITY OBLIGATIONS

5.1 Project Management. The City, or its agents or contractors, shall provide construction services for the Project, and shall prepare bid documents for the Project. The City will lead the construction of the Project and shall be responsible for awarding contracts for the Project. The City will provide and be responsible for project delivery, management, and inspection of the work of the Project, assuring it meets professional standards of care. The County will have no actual or implied legal responsibility to the City relating to the above obligations and responsibilities of the Project.

5.2 Acknowledgement. The City shall appropriately acknowledge the funding assistance provided by the County pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project.

5.3 Compliance with Laws/Standard. The City shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations related to the work anticipated by this Project. The City or its contractor, if any, is responsible for obtaining and complying with all federal, state, or local permits, codes, licenses, and rights and authorizations necessary for performing the work.

- 5.4 Use of Contractors. The City may engage contractors to perform the activities funded pursuant to this Agreement. However, the City retains primary responsibility to the County for performance of the activities and the use of such contractors does not relieve the City from any of its obligations under this Agreement.

If the City engages any contractors to perform any part of the Project, the City agrees that the contract for such services, labor, or materials shall include the following provisions:

- A. The contractor must maintain all records and provide all reporting as required by this Agreement;
- B. The contractor must defend, indemnify, and hold harmless the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused by any intentional or negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable;
- C. The contractor must provide and maintain insurance as set forth in the Insurance Terms, which is attached and incorporated herein as Exhibit 2, and provide to the County prior to commencement of the contracted work a certificate of insurance evidencing such insurance coverage;
- D. The contractor must be an independent contractor for the purposes of completing the contracted work; and
- E. The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, codes, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.

ARTICLE 6 INSURANCE

Except as otherwise stated in this Agreement, each party to this Agreement shall be solely liable for the acts of its officers, employees, or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County and the City. Each Party warrants that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. In order to insure a unified defense against any third party liability claim arising from the work of the Project, City agrees to require all contractors or subcontractors hired to do any of the work contemplated by this Agreement to maintain professional liability insurance in amounts consistent with minimum limits of coverage

established under Minn. Stat. § 466.04 during the term of such activity. All such insurance policies shall name City and County as additional insureds. City agrees to promptly provide County copies of any insurance policy related to this Agreement upon the County's request.

ARTICLE 7 REPORTING, ACCOUNTING, AND AUDITING REQUIREMENTS

- 7.1. Accounting Records. The City agrees to establish and maintain accurate and complete accounts, financial records, and supporting documents relating to the receipt and expenditure of the funding provided in accordance with this Agreement. Such accounts and records shall be kept and maintained by the City for a minimum period of 6 years following the expiration of this Agreement. City agrees to promptly provide the County copies of any accounting records related to this Agreement upon the County's request.
- 7.2. Auditing. The City shall maintain books, records, documents, and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the City shall allow the County, Legislative Auditor, or the State Auditor to inspect, audit, copy, or abstract all of the books, records, papers, or other documents relevant to this Agreement. The City shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents, and other evidence for a period of 6 years from the date of the completion of the activities funded by this Agreement.

ARTICLE 8 AUTHORIZED REPRESENTATIVES AND LIAISONS

- 8.1. Authorized Representatives. The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. All notice shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

TO THE COUNTY: Georg Fischer, or successor
Physical Development Division Director
14955 Galaxie Avenue
Apple Valley, MN 55124-8579

TO THE CITY: Logan Martin, or successor
City Administrator
2875 145th St W
Rosemount, MN 55068

- 8.2. Notification to County Attorney. In addition, notification to the County regarding termination or breach of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.
- 8.3. Liaisons. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated

by the County and the City. At the time of execution of this Agreement, the following persons are the designated liaisons:

County Liaison: Niki Geisler, Parks Director, or successor
Telephone: (952) 891-7088
Email: niki.geisler@co.dakota.mn.us

City Liaison: Dan Schultz, or successor
Telephone: (651) 322-6012
Email: dan.schultz@rosemountmn.gov

- 8.4. Written Notice. The parties shall provide written notification to each other of any change to the designated Liaison or Authorized Representatives or the appointment of any additional designated liaisons or authorized representatives. Such written notification shall be effective to change the designated Liaison or Authorized Representative under this Agreement, without necessitating an amendment of this Agreement.

ARTICLE 9 MODIFICATION

Any material alterations, amendments, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties' respective Boards, and signed by the Authorized Representatives of the County and the City.

ARTICLE 10 TERMINATION

- 10.1. In General. Either party may terminate this Agreement for cause by giving seven days' written notice of its intent to terminate to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.
- 10.2. Termination by County for Lack of Funding. Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the County to the City by facsimile is sufficient notice under this section. The County is not obligated to pay for any services that are provided after

written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

ARTICLE 11 MINNESOTA LAW TO GOVERN

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

ARTICLE 12 MERGER

12.1. Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No other understanding regarding this Agreement, whether written or oral may be used to bind either party.

12.2. Exhibits. The following Exhibits are incorporated and made a part of this Agreement:

Exhibit 1- Map & Easement

Exhibit 2 – Insurance Terms sheet.

By signing this Agreement, the parties acknowledge receipt of the above Exhibits.

ARTICLE 13 SEVERABILITY

The provisions of this Agreement are severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.

ARTICLE 14 WAIVER

Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Agreement. Failure to enforce any provision of this Agreement shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

**ARTICLE 15
RELATIONSHIP OF THE PARTIES**

Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the City, nor shall the County be considered or deemed to be an agent, representative, or employee of the City in the performance of this Agreement or the Project. Personnel of the City or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights, or benefits of any kind whatsoever.

**ARTICLE 16
AGREEMENT INTERPRETATION**

This Agreement was fully reviewed and negotiated by the parties. Accordingly, the parties agree the “against the offeror” principle of contract interpretation and construction shall not be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement shall not be resolved strictly against the party that drafted the Agreement. It is the intent of the parties that every article, section (including any subsection), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect, regardless of any rule or law to the contrary.

**ARTICLE 17
SURVIVORSHIP**

The following provisions under this Agreement survive after the termination or expiration of this Agreement: Section 5.3 (Acknowledgement); Article 6 (Indemnification); Article 7 (Reporting, Accounting and Auditing); Article 11 (Minnesota Law to Govern); Article 12 (Merger); Article 13 (Severability); Article 14 (Waiver); Article 15 (Relationship of the Parties); Article 16 (Agreement Interpretation); Article 17 (Survivorship). In addition, termination or expiration shall not discharge any obligation which, by its nature, would survive after the date of termination or expiration.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF ROSEMOUNT

RECOMMENDED FOR APPROVAL:

By _____
Logan Martin, City Administrator

Date _____

By _____
Mayor

Date _____

(SEAL)

By _____
City Attorney

Date _____

By _____
City Clerk

Date _____

COUNTY OF DAKOTA

RECOMMENDED FOR APPROVAL:

By _____
Georg Fischer, Director Date
Physical Development Division

APPROVED AS TO FORM:

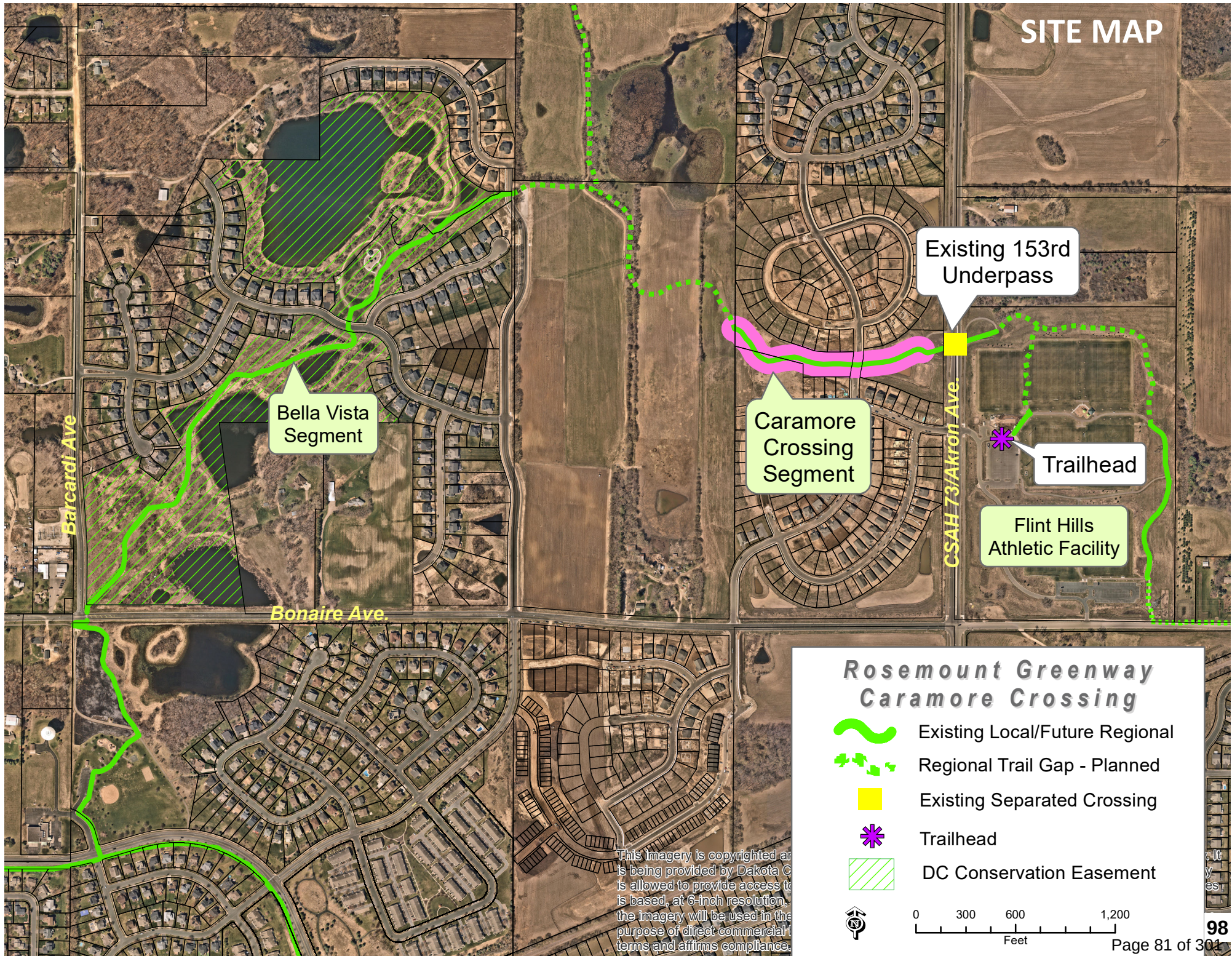
/s/ Joseph Marek 1/3/24

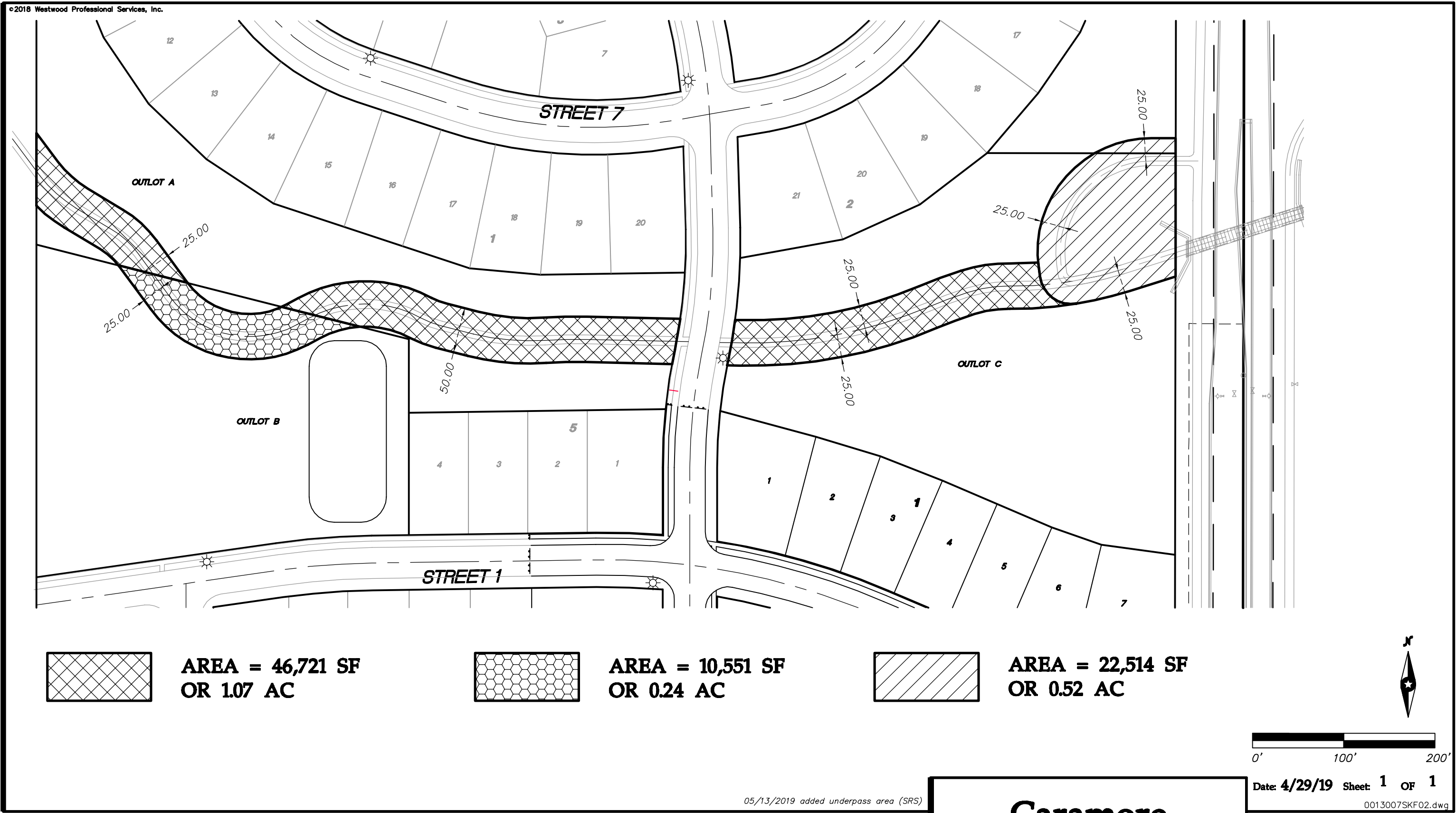
Assistant Dakota County Attorney/Date

KS-23-646

Dakota County Board Resolution: 23-525

SITE MAP





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.

Crew: _____
Checked: _____
Drawn: SRS
Record Drawing by/date: _____

Prepared for:
D.R. Horton, Inc.-Minnesota
20860 Kenbridge Court, Suite 100
Lakeville, MN 55044

Caramore Crossing

Rosemount, Minnesota

Exhibit

EASEMENT:

A 30.00 foot strip of land over that part of Outlot B, CARAMORE CROSSING and Outlot A and Outlot B, CARAMORE CROSSING 3RD ADDITION, according to the recorded plats thereof, Dakota County, Minnesota, the centerline of which is described as follows:

Commencing at the most northerly corner of said Outlot A; thence South 00 degrees 00 minutes 07 seconds East, assumed bearing along the west line of said Outlot A a distance of 313.46 feet to the point of beginning of said centerline to be described; thence South 36 degrees 58 minutes 06 seconds East, a distance of 6.48 feet; thence southeasterly along a tangential curve, concave to the northeast, having a central angle of 22 degrees 06 minutes 46 seconds, a radius of 140.00 feet for an arc distance of 54.03 feet; thence South 59 degrees 04 minutes 52 seconds East tangent to said curve a distance of 45.55 feet; thence southeasterly along a tangential curve, concave to the southwest, having a central angle of 22 degrees 54 minutes 28 seconds, a radius of 100.00 feet for an arc distance of 39.98 feet; thence South 36 degrees 10 minutes 24 seconds East, tangent to said curve, a distance of 57.46 feet; thence easterly along a tangential curve, concave to the north, having a central angle of 82 degrees 17 minutes 18 seconds, a radius of 110.00 feet for an arc distance of 157.98 feet; thence North 61 degrees 32 minutes 18 seconds East, tangent to said curve, a distance of 14.88 feet; thence easterly along a tangential curve concave to the south, having a central angle of 56 degrees 33 minutes 26 seconds, a radius of 130.00 feet for an arc distance of 128.32 feet; thence southeasterly along a reverse tangential curve concave to the northeast having a central angle of 13 degrees 51 minutes 31 seconds, a radius of 100.00 feet for an arc distance of 24.19 feet; thence South 75 degrees 45 minutes 47 seconds East, tangent to said curve a distance of 36.51 feet; thence easterly along a tangential curve concave to the north, having a central angle of 18 degrees 11 minutes 37 seconds, a radius of 250.00 feet for an arc distance of 79.38 feet; thence easterly along a reverse tangential curve concave to the south, having a central angle of 05 degrees 16 minutes 03 seconds, a radius of 500.00 feet for an arc distance of 45.97 feet; thence South 88 degrees 41 minutes 20 seconds East, tangent to said curve, a distance of 62.49 feet; thence northeasterly along a tangential curve concave to the northwest having a central angle of 44 degrees 28 minutes 37 seconds, a radius of 25.00 feet for an arc distance of 19.41 feet; thence easterly along a reverse tangential curve, concave to the southeast having a central angle of 53 degrees 31 minutes 34 seconds, a radius of 25.00 feet for an arc distance of 23.36 feet to the east line of said Outlot A; thence South 79 degrees 28 minutes 47 seconds East, tangent to said curve a distance of 60.01 feet to the west line of said Outlot B, CARAMORE CROSSING; thence continuing South 79 degrees 28 minutes 47 seconds East, a distance of 2.11 feet; thence easterly along a tangential curve concave to the north, having a central angle of 14 degrees 41 minutes 01 seconds, a radius of 215.00 feet for an arc distance of 55.10 feet; thence northeasterly along a compound tangential curve concave to the northwest having a central angle of 18 degrees 45 minutes 08 seconds, a radius of 500.00 feet for an arc distance of 163.64 feet; thence northeasterly along a reverse tangential curve concave to the southeast having a central angle of 05 degrees 23 minutes 25 seconds, a radius of 500.00 feet for an arc distance of 47.04 feet; thence easterly along a compound tangential curve concave to the southeast having a central angle of 18 degrees 05 minutes 03 seconds, a radius of 150.00 feet for an arc distance of 47.34 feet; thence easterly along a reverse tangential curve concave to the north, having a central angle of 18 degree 01 minutes 10 seconds, a radius of 400.00 feet for an arc distance of 125.80 feet and said centerline there terminating.

The sidelines of said easement are to be prolonged or shortened to terminate at said west line of Outlot A, said east line of Outlot A and said west line of Outlot B, CARAMORE CROSSING.

City Council Regular Meeting: January 16, 2024

AGENDA ITEM: Accept Feasibility Report & Order Public Hearing - Aspen Avenue Extension Project	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Nick Egger, Public Works Director	AGENDA NO. 6.h.
ATTACHMENTS: Project Map, Resolution, Feasibility Report	APPROVED BY: LJM
RECOMMENDED ACTION: Adopt Resolution Accepting Feasibility Report and Ordering Public Hearing	

BACKGROUND

In August 2023, the Council accepted proposals for professional services, and authorized SRF Consulting Group to proceed with the development of preliminary plans and a feasibility report for the construction of an extension to Aspen Avenue.

The Aspen Avenue Extension will complete a connection of this roadway between Dakota County State Aid Highway 42 and Connemara Trail. Existing access points on each end of this corridor have already been in place for some time, and this connection was contemplated as a minor collector road within the City's comprehensive plan. At a length of approximately 950 feet, Aspen Avenue will provide an alternative north-south option for motorists and pedestrians to access the forthcoming Life Time facility and related commercial development, and access to the neighborhoods north and east of that site along the Connemara Trail corridor. A multi-use trail will be featured as part of the project scope, providing pedestrians and bicyclists an option to reach these destinations, as well as connectivity to the Vermillion Highlands Trail that is to be built in the near future. Construction would occur throughout the summer of 2024 with an early fall completion timeline.

Since last fall, SRF Consulting Group has conducted the work to create a preliminary plan set and has assembled a feasibility report summarizing the estimated project costs, right of way and easement needs, and estimated proposed special assessments to adjacent properties. Currently, at this preliminary stage of design and development the project has an estimated cost about \$962,000 including project delivery overhead and contingencies.

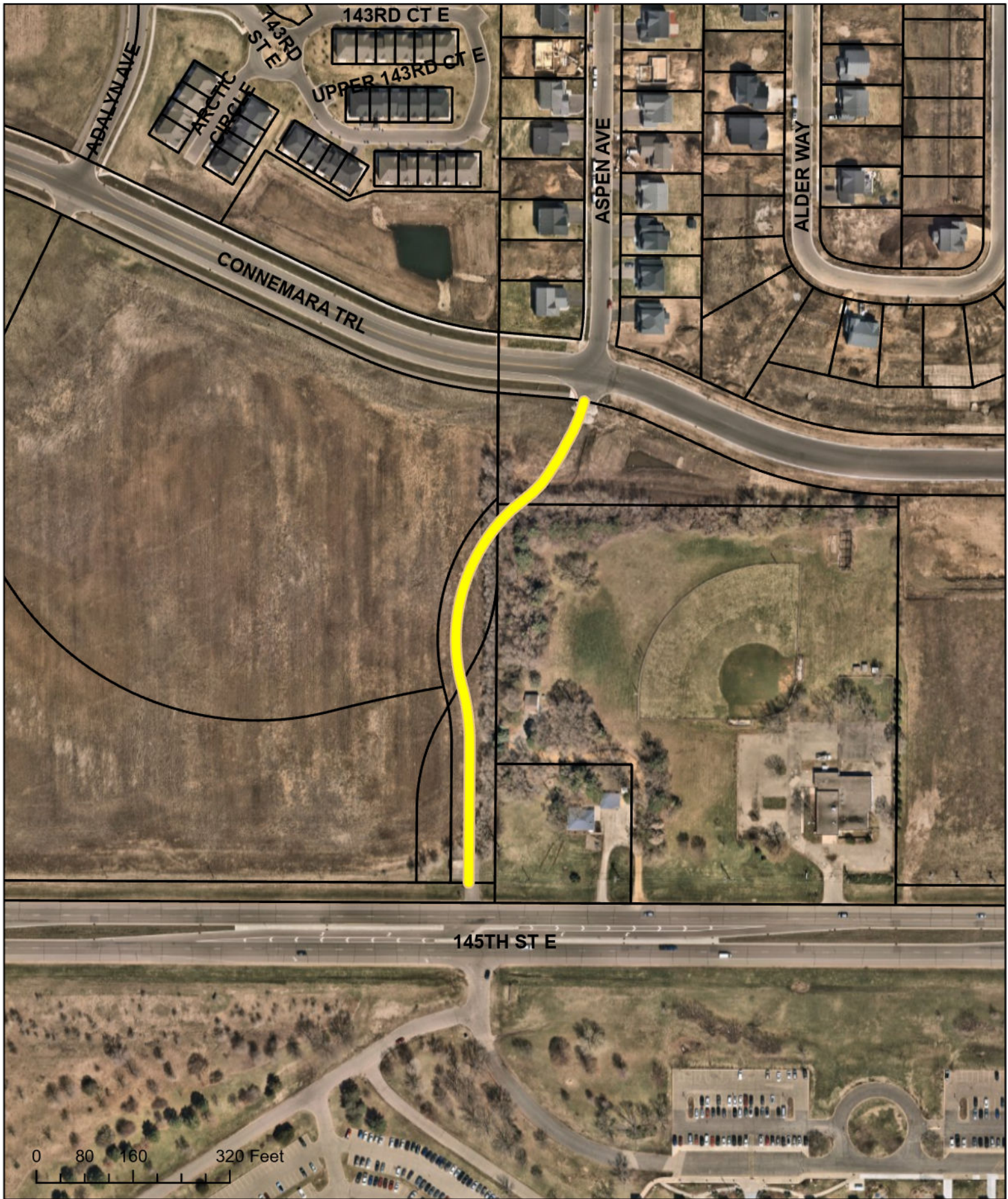
With this street being new infrastructure within a newly developing area, 100% of related costs for the project would be assessed to the adjacent properties, just as the cost would be borne by a developer in building a new subdivision project.

There are five adjacent parcels that abut the Aspen Avenue corridor, each with varying amounts of frontage alongside the roadway. Assessments have been computed in a pro-rata fashion to attribute assessment value based on the percentage of abutting frontage of the whole, with the exception that expenses for sanitary sewer infrastructure has benefit only to select parcels which would receive service from that infrastructure.

RECOMMENDATION

Adopt the attached resolution receiving the Feasibility Report, and setting a public hearing to consider approving the project scope and ordering final design and solicitation of bids at the February 20th City Council meeting.

Solicitation of bids is tentatively set to occur in March-April, with the assessment hearing taking place in May after assessments can be recomputed based on final bid amounts, and construction beginning in late spring/early summer.



**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2024 - XX

**A RESOLUTION ACCEPTING THE FEASIBILITY REPORT AND
CALLING A PUBLIC HEARING FOR
CITY PROJECT 2024-02
THE ASPEN AVENUE EXTENSION**

WHEREAS, pursuant to Resolution 2023-86 adopted on August 2, 2023, a report has been prepared by SRF with reference to proposed City Project 2024-02, the Aspen Avenue Extension, a brand new street segment between County State Aid Highway 42 and Connemara Trail, approximately 950 feet in length.

WHEREAS, this report was received by the council on January 16, 2024, 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 \$961,853.53
2. A public hearing shall be held on such proposed improvement on the 20th day of February, 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 Public Works Director shall have plans and specifications prepared for the making of such improvement.

ADOPTED this 16th day of January, 2024.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk



Feasibility Report for

Aspen Avenue Extension Project - Dakota County State Aid Highway 42 to Connemara Trail

City of Rosemount Project No. 2024-02

Prepared by:

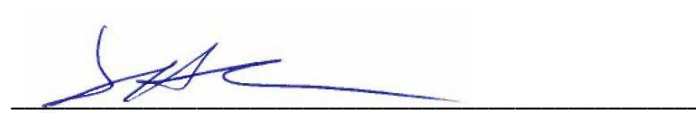


January 5, 2024

SRF No. 16955.00

CERTIFICATION:

I hereby certify that this plan, specifications, 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.



Jon Haukaas, PE
License No. 24769

January 5, 2024
Date

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1.0 Executive Summary

The 2024 Street Improvement Project, City Project No. 2024-02, was initiated by the City to create the planned connection of Aspen Avenue between Dakota County State Aid Highway 42 and Connemara Trail. Existing access points on each end of this corridor have already been in place for some time, and this connection was contemplated as a minor collector road within the City's comprehensive plan.

Aspen Avenue will provide an alternative north-south option for motorists and pedestrians to access the forthcoming Life Time facility and related commercial development, and access to the neighborhoods north and east of that site along the Connemara Trail corridor.

The project improvements consist of:

- Approximately 950 feet of new urban street construction
- 8 inch diameter watermain connection with services
- Storm sewer
- Sanitary sewer extension from CSAH 42 to approximately 700 feet north to serve the future developments on the east side of the roadway
- A westbound to northbound right turn lane off CSAH 42.

The total estimated project cost for the 2024 Street Reconstruction Project is **\$961,854**.

The proposed estimated cost is summarized as follows:

Estimated Project Costs	
Proposed Improvements	Total
Surface Improvements	\$ 278,145.00
Sanitary Sewer Improvements	\$ 41,254.00
Watermain Improvements	\$ 214,160.00
Storm Sewer Improvements	\$ 135,556.50
Subtotal Estimated Project Costs	\$ 669,115.50
Contingency (15%)	\$ 100,367.33
Subtotal - Construction Costs + Contingency	\$ 769,482.83
Design, Engineering, Project Management, Testing, Legal, & Admin (25%)	\$ 192,370.71
GRAND TOTAL Estimated Project Costs	\$ 961,853.53

The project will be 100% assessed to the adjacent benefitting properties per the City of Rosemount Assessment Policy and adjusted per individual developer agreements.

Construction would occur throughout the summer of 2024 with an early fall completion timeline. The construction must be coordinated with the trunk watermain improvements along CSAH 42 and the final completion of development work on the Life Time site.

It is necessary for the City to employ due process under MN Statutes, Chapter 429 to be able to preserve the ability of the City to assess project costs accordingly to adjacent properties, including a portion to the Life Time development site as previously agreed upon in that project's Subdivision Agreement.

The purpose of this report is to present an overview of the improvements for this project, a preliminary estimate of the probable costs for the work, and the identification of the funding sources.

This project is feasible, necessary, and cost-effective from an engineering standpoint, and should be constructed as proposed herein.

2.0 Introduction and Background

2.1 Authorization

The City of Rosemount City Council authorized the preparation of an engineering feasibility report for the Aspen Avenue Extension Improvement Project on August 2, 2023. The project has been designated as City Project No. 2024-02.

2.2 Scope

The purpose of this report is to investigate the feasibility of constructing the improvements for this project, a preliminary estimate of the probable costs for the work, and the identification of the funding sources. The project improvements consist of:

- Approximately 950 feet of new urban street construction
- 8-inch diameter watermain connection with services
- Storm sewer
- Sanitary sewer extension from CSAH 42 to approximately 700 feet north to serve the future developments on the east side of the roadway.
- A westbound to northbound right turn lane off CSAH 42.

It is the intent of this report to address the existing site conditions, anticipated site needs associated with the proposed section, project constraints, and potential impacts. A project location map is shown in Appendix A.1.

2.3 Data Available

Information and materials used in the preparation of this report include the following:

- City of Rosemount Utility Plans
- City of Rosemount Record Plans
- City of Rosemount Transportation Plans
- City of Rosemount Assessment/Improvement Policy
- Dakota County Property Data
- Field Observations of the Area and Discussions with City Staff
- Topographic Survey
- Private Utility Maps

3.0 Existing Conditions and Proposed Improvements

3.1 Surface

The project improvements will be a new roadway across an area of primarily open field. Site grading and construction of the Life Time site is currently underway on the properties immediately to the west of the proposed road alignment.

3.2 Municipal Utilities

There is no public sanitary sewer or watermain to service the abutting properties from along this alignment. Trunk watermain serving two production wells runs north-south through the project. The project design will be developed to protect and avoid these utilities.

A pressure reduction station exists at the south end of the project along the CSAH 42 trunk watermain. This station is to be removed with the concurrent CSAH 42 Trunk Watermain extension project. Coordination during construction will be necessary for success.

Sanitary sewer exists in the CSAH 42 right of way which will ultimately receive flow from the new collection system constructed with the project.

3.3 Private Utilities

Xcel Energy electrical service exists in an easement on the west edge of the right-of-way for the proposed project and will be protected.

Multiple private utilities exist in the CSAH 42 right-of-way crossing the south end connection of the proposed Aspen Avenue. These include:

- Arvig Communications
- Xcel Energy overhead lines
- Minnesota Energy Resources high pressure gas main

4.0 Proposed Improvements

4.1 Surface

Aspen Avenue will be constructed with an asphalt paved surface and concrete curb and gutter. The roadway width will be 32 feet between face of curbs.

Pavement thickness will be based on City standards, soil boring information, and a recommendation from a geotechnical engineering report for the area. It is anticipated that the section shall be four inches of bituminous pavement, six inches of aggregate, and twenty-four inches of sand.

4.2 Municipal Utilities

Watermain and sanitary sewer will be installed to serve future development properties along the proposed Aspen Avenue alignment. Watermain will be connected between the existing stub connection at the Connemara Trail intersection on the north end to a new stub connection to be installed as part of the concurrent CSAH 42 Trunk Watermain Extension project on the south end. This new watermain will provide improved fire protection to the area and system looping for redundancy.

The Life Time development site on the west side of the proposed Aspen Avenue is served by sanitary sewer entering from the west. Developable properties on the east side of the proposed Aspen Avenue will be served by a new sanitary sewer main. The proposed sanitary sewer main will connect into the existing trunk collection system along CSAH 42 at the south end of the project.

Water and sanitary services for developable parcels on the east side of the proposed Aspen Avenue will be provided to the edge of right-of-way as part of the project.

4.3 Storm Water Drainage and Water Quality

The driveway culvert crossing the south end connection will be replaced as necessary to ensure ditch drainage along CSAH 42. Storm sewer and ditches will be used to convey surface water to treatment areas. Three small storm sewer pipe systems will be installed to convey water from Aspen Avenue to existing water quality ponds designed and constructed by adjacent development to include the runoff from this proposed project. The majority will be collected in a new pipe system and connect to the storm system internal to the Life Time Development. Smaller collection systems will be installed at the north and south ends to convey runoff to the ditch system for eventual treatment in existing water quality ponds. Storm sewer construction will be consistent with City storm water models and plans.

4.4 Street Lighting

Xcel Energy provides the area with streetlights and the maintenance of the lights. Staff will discuss the issue with Xcel Energy during final design to coordinate installation.

4.5 Private Utilities

Coordination with utility companies will occur during final design and construction. Any changes to or installation of private utilities would be at the expense of the private utility company or customers. City funds will not be used for private utility extensions.

5.0 Permits and Right-of-Way Required

5.1 Right-of-Way Needs

Sufficient right of way for the western side of the proposed project has been dedicated by the adjacent Life Time Fitness development. The City is in negotiations with properties on the east side to secure permanent right of way and/or easements for the remainder of the project.

5.2 Roadway Permitting

A permit from Dakota County will be required for work within their right of way where Aspen Avenue intersects Dakota CSAH 42 for the construction of the right turn lane.

5.3 Stormwater Permitting

The project improvements fall within the Vermillion River Watershed Joint Powers Organization (VRWJPO) boundary with administration of the stormwater management requirements delegated to the City of Rosemount as the Local Government Unit (LGU). A Minnesota Pollution Control Agency (MPCA) National Pollutant Discharge Elimination System (NPDES) Construction Stormwater Permit will be required for coordination of the grading and drainage work on the project.

Grading impacts will exceed the 1-acre threshold and the typical requirements for water quality, water quantity and rate control under the NPDES and VRW JPO stormwater management permits have been accounted for by previous adjacent projects. The Life Time Fitness Development was designed appropriately to include the future construction of Aspen Avenue and meet all stormwater requirements, including accommodations for the high-vulnerability Drinking Water Supply Management Area and Wellhead Protection area covering the site.

5.4 Water Main and Services

A Minnesota Department of Health Watermain Plan Review Permit will be required for the extension of the watermain and water service extension along the Aspen Avenue proposed project.

5.5 Sanitary Sewer

A Metropolitan Council/Minnesota Pollution Control Agency Sanitary Sewer Extension Permit will be required for the extension of sanitary sewer collection system and service lines.

6.0 Financing

The City of Rosemount adopted Special Assessment Policy E-3 on January 7, 1997 to clarify and provide an equitable assessment approach for assessments which properties will pay for public improvements such as streets, sanitary sewer, water, storm drainage facilities, sidewalks, street lights, and appurtenant facilities.

In general, Minnesota Statutes Chapter 429 regulates the procedure for the construction and financing of local improvement projects when at least part of the cost is defrayed by special assessments. When an improvement is of benefit to certain properties it is the intent of the Council that special assessments be levied against those properties.

It is the intent of that policy that new developments / vacant and developable land generally bear the cost of all improvements within such properties so that no additional burden is placed on the general taxpayers.

In new developments there may be core funding which is the responsibility of the City where the utility in question has benefit or provides services to properties outside of the specific development.

A high-level Estimate of Probable Cost has been prepared for the improvement project and included in **Appendix B**. Costs are based on anticipated construction in 2024 including a 15% contingency and a 25% allowance for engineering, construction administration, and financing.

An overall summary of this estimate is as follows:

Estimated Project Costs	
Proposed Improvements	Total
Surface Improvements	\$ 278,145.00
Sanitary Sewer Improvements	\$ 41,254.00
Watermain Improvements	\$ 214,160.00
Storm Sewer Improvements	\$ 135,556.50
Subtotal Estimated Project Costs	\$ 669,115.50
Contingency (15%)	\$ 100,367.33
Subtotal - Construction Costs + Contingency	\$ 769,482.83
Design, Engineering, Project Management, Testing, Legal, & Admin (25%)	\$ 192,370.71
GRAND TOTAL Estimated Project Costs	\$ 961,853.53

Attached **Figure A.2** shows the properties to be assessed for the improvements.

There are 1,754.4feet of adjacent frontage. A list of property owners and adjacent footage is as follows:

Adjacent Footage		
Parcel ID	Owner	Adjacent Footage (LF)
Aspen Avenue - Collector Roadway		
34-58622-01-010	ROSEMOUNT PORT AUTHORITY	349.5
34-58622-00-030	LTF REAL ESTATE COMPANY INC	315.4
34-23002-00-020	CNC DEVELOPMENT IV LLC	393.5
34-02700-01-010	STATE OF MN	466.0
34-02700-11-010	MONARCH PROPERTIES LLC	230.0
Totals		1754.4

This segment of Aspen Avenue is fronted by five properties. Attached **Figure A.2** shows these benefited properties. It is proposed that the project costs be assessed to the benefited properties on this collector roadway based on the percent of adjacent footage of street being improved utilizing the City's current assessment policy.

The proposed sanitary sewer is assessed to the two developable parcels on the east side of the proposed Aspen Avenue. Other parcels on along the project are undevelopable or already served by separate part of the city system. This results in assessments per foot as follows:

Assessment Rate per Adjacent Front Foot						
Proposed Improvement	Estimated Cost	Total Adjacent Footage	Assessable Percent (No Sewer)	Assessment per Adjacent Foot (No Sewer)	Assessable Percent (With Sewer)	Assessment per Adjacent Foot (With Sewer)
Surface Improvements	\$278,145.00	1754.38	100%	\$158.54	100%	\$158.54
Sanitary Sewer Improvements	\$41,254.00	695.95	0%	\$0.00	100%	\$59.28
Watermain Improvements	\$214,160.00	1754.38	100%	\$122.07	100%	\$122.07
Storm Sewer Improvements	\$135,556.50	1754.38	100%	\$77.27	100%	\$77.27
Totals	\$669,115.50			\$357.88		\$417.16

Applying the total assessable project cost to the percent of adjacent footage of each parcel results in the following preliminary calculated assessment summary table:

Calculated Assessment of Construction Costs				
		Assessable Frontage	Assessment per Adjacent Foot	Total Calculated Assessment
34-58622-01-010	ROSEMOUNT PORT AUTHORITY	349.52	\$ 357.88	\$ 133,305.93
34-58622-00-030	LTF REAL ESTATE COMPANY INC	315.4	\$ 357.88	\$ 120,292.66
34-23002-00-020	CNC DEVELOPMENT IV LLC	393.51	\$ 357.88	\$ 150,083.59
34-02700-01-010	STATE OF MN	465.96	\$ 417.16	\$ 177,715.81
34-02700-11-010	MONARCH PROPERTIES LLC	229.99	\$ 417.16	\$ 87,717.53
Totals		1754.38		\$ 669,115.53

Applying the contingency, and then design, engineering, project management, testing, legal, and construction administration costs percentages results in the following Preliminary Assessment Role:

Preliminary Assessment Role					
		Total Calculated Construction Assessment	Contingency (15%)	Project Administration (25%)	Total Calculated Assessment
34-58622-01-010	ROSEMOUNT PORT AUTHORITY	\$ 133,305.93	\$ 19,995.89	\$ 38,325.45	\$ 191,627.27
34-58622-00-030	LTF REAL ESTATE COMPANY INC	\$ 120,292.66	\$ 18,043.90	\$ 34,584.14	\$ 172,920.70
34-23002-00-020	CNC DEVELOPMENT IV LLC	\$ 150,083.59	\$ 22,512.54	\$ 43,149.03	\$ 215,745.16
34-02700-01-010	STATE OF MN	\$ 177,715.81	\$ 26,657.37	\$ 51,093.30	\$ 255,466.48
34-02700-11-010	MONARCH PROPERTIES LLC	\$ 87,717.53	\$ 13,157.63	\$ 25,218.79	\$ 126,093.95
Totals		\$ 669,115.52	\$ 100,367.33	\$ 192,370.71	\$ 961,853.53

7.0 Schedule

The following schedule allows for construction to be completed during the 2024 construction seasons:

Proposed Project Schedule	
CC Award Engineering Services Contract & Order Feasibility	August 2, 2023
CC Accept Feasibility Report & Call Improvement Hearing	January 16, 2024
CC Improvement Hearing & Order Plans	February 18, 2024
CC Accept Plan & Authorize Ad for Bids	May 5, 2024
Bid Opening	April 5, 2024
CC Award Contract & Call Assessment Hearing	April 16, 2024
CC Assessment Hearing	May 15, 2024
Preconstruction Meeting	May 2024
Construction Start	May 2024
Construction Substantially Complete	September 2024
Final Completion	October 2024

8.0 Feasibility, Necessity, and Cost Effectiveness

The entire proposed Aspen Avenue Extension project includes all work to complete an urban street connection between Dakota County State Aid Highway 42 and Connemara Trail. The project is approximately 950 feet in length including an 8-inch diameter watermain connection with services, storm sewer, sanitary sewer extension from CSAH 42 to approximately 700 feet north to serve the future developments on the east side of the roadway, and a westbound to northbound right turn lane off CSAH 42.

This project is feasible, necessary, and cost effective. The financial responsibilities of the city and the benefited parcels have been determined based on these estimated costs and adopted City Policy. Funding is to be provided by a combination of assessments of benefiting properties and designated City funds.

9.0 Public Hearing and Recommendation

This project will assessed entirely to benefiting properties fund the improvements per City Policy.

A Public Improvement Hearing must be held for the City Council to receive public comments on the proposed improvements and decide what further action is to be taken.

Improvement costs to be presented at this hearing are:

Total Estimated Project Cost:	\$	961,853.53
Total Assessed Cost:	\$	961,853.53

The proposed improvements described in this report are feasible, cost-effective, and necessary projects for the City of Rosemount and should be constructed as listed in this report.

Appendix A – Figures

Figure A.1 – Location Map

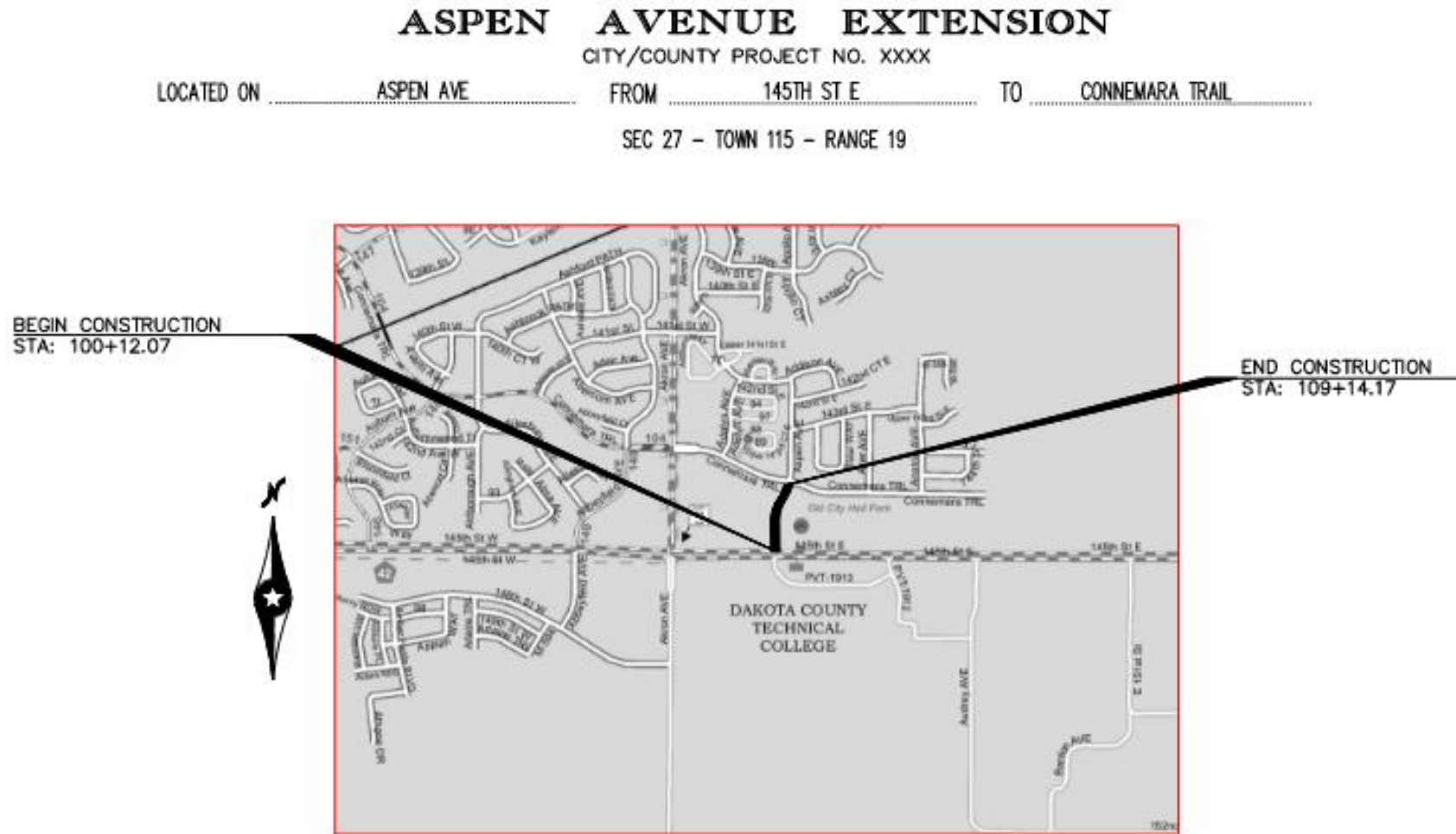


Figure A.2 – Benefitting Properties



Appendix B – Preliminary Opinion of Probable Costs

	ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST				
	ASPEN AVE EXTENSION				
	CITY OF ROSEMOUNT, MN				
				ASPEN AVENUE CSAH 42 TO CONNEMARA TRAIL	
NUMBER	ITEM DESCRIPTION	UNIT	UNIT COST	QTY	
2104.503	MOBILIZATION	LUMP SUM	\$ 25,000.00	1	\$ 25,000.00
2104.504	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	\$ 2.25	456	\$ 1,026.00
2106.507	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$ 7.00	241	\$ 1,687.00
2106.507	EXCAVATION - COMMON	CU YD	\$ 15.00	1182	\$ 17,730.00
2211.507	COMMON EMBANKMENT (CV)	CU YD	\$ 7.00	925	\$ 6,475.00
2360.509	AGGREGATE BASE (CV) CLASS 5	CU YD	\$ 33.00	1874	\$ 61,842.00
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	TON	\$ 78.00	346	\$ 26,988.00
2101.502	TYPE SP 12.5 WEARING COURSE MIX (4,B)	TON	\$ 160.00	346	\$ 55,360.00
2101.502	CLEARING	EACH	\$ 410.00	1	\$ 410.00
2101.505	GRUBBING	EACH	\$ 250.00	1	\$ 250.00
2101.505	CLEARING	ACRE	\$ 10,600.00	0.11	\$ 1,166.00
2104.502	GRUBBING	ACRE	\$ 7,600.00	0.11	\$ 836.00
2104.503	REMOVE HYDRANT	EACH	\$ 780.00	1	\$ 780.00
2501.502	REMOVE WATER MAIN	LIN FT	\$ 18.00	50	\$ 900.00
2503.503	15" RC PIPE APRON	EACH	\$ 1,350.00	2	\$ 2,700.00
2503.602	15" RC PIPE SEWER DES 3006 CL V	LIN FT	\$ 90.00	165	\$ 14,850.00
2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$ 1,800.00	1	\$ 1,800.00
2503.603	CONNECT TO EXISTING STORM SEWER	EACH	\$ 1,500.00	1	\$ 1,500.00
2503.603	6" PVC PIPE SEWER	LIN FT	\$ 46.00	130	\$ 5,980.00
2504.602	8" PVC PIPE SEWER	LIN FT	\$ 46.00	619	\$ 28,474.00
2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$ 5,000.00	2	\$ 10,000.00
2504.602	HYDRANT	EACH	\$ 6,100.00	3	\$ 18,300.00
2504.602	6" GATE VALVE & BOX	EACH	\$ 3,000.00	3	\$ 9,000.00
2504.603	8" GATE VALVE & BOX	EACH	\$ 3,500.00	5	\$ 17,500.00
2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	\$ 120.00	36	\$ 4,320.00
2504.608	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	\$ 140.00	1008	\$ 141,120.00
2506.502	DUCTILE IRON FITTINGS	POUND	\$ 18.00	680	\$ 12,240.00
2506.502	CASTING ASSEMBLY	EACH	\$ 1,100.00	7	\$ 7,700.00
2506.503	CASTING ASSEMBLY	EACH	\$ 1,000.00	5	\$ 5,000.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	LIN FT	\$ 600.00	15	\$ 9,000.00
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	\$ 850.00	28	\$ 23,800.00
2511.504	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	\$ 850.00	87.49	\$ 74,366.50
2511.507	GEOTEXTILE FILTER TYPE 4	SQ YD	\$ 10.00	41.6	\$ 416.00
2531.503	RANDOM RIPRAP CLASS III	CU YD	\$ 120.00	10.2	\$ 1,224.00
2563.601	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$ 21.00	1875	\$ 39,375.00
2531.503	TRAFFIC CONTROL	LUMP SUM	\$ 15,000.00	1	\$ 15,000.00
	EROSION CONTROL AND TURF ESTABLISHMENT	LUMP SUM	25000	1	\$ 25,000.00
			SUBTOTAL		\$ 669,115.50
			15% CONTINGENCY		\$ 100,367.33
			ESTIMATED CONSTRUCTION COSTS		\$ 769,482.83
			25% INDIRECT COSTS - ENGINEERING, CONSTRUCTION ADMINISTRATION, FINANCING		\$ 192,370.71
			ESTIMATED PROJECT COSTS		\$ 961,853.53

City Council Regular Meeting: January 16, 2024

AGENDA ITEM: Approve City Entry into Joint Powers Agreement with Dakota County - Temporary Traffic Signal at County State Aid Highway 42 & Blaine Avenue	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Nick Egger, Public Works Director	AGENDA NO. 6.i.
ATTACHMENTS: Joint Powers Agreement	APPROVED BY: LJM
RECOMMENDED ACTION: Approve City Entry into Joint Powers Agreement & Authorize Mayor, Clerk, Attorney, and Public Works Director Signatures	

BACKGROUND

As covered during City proceedings for the recent review and approval of Project Bigfoot, construction of this development is anticipated to generate large volumes of construction traffic for several years. This traffic loading will push the limits of the ability of intersection of County State Aid Highway 42 and Blaine Avenue to handle it safely and efficiently, and therefore a temporary signal system will be installed to control traffic flow during the project.

With CSAH 42 being the principal route through the area and under the jurisdiction of Dakota County Transportation Department, the County will administer a project to have the temporary signal installed. With the Project Bigfoot development construction being the sole contributing source of traffic to justify the temporary signal, the developer will be responsible for all costs related to the construction and operation of the signal through the buildout of their site. The cost of doing so is currently estimated to be approximately \$295,000 as covered in the exhibit at the back of the agreement document.

Project Bigfoot's ongoing traffic loading once operational will be much lower than during the construction phase and overall traffic volumes are not expected to justify the signal remaining after construction. Therefore, the County intends to remove the signal once Project Bigfoot's site development is complete.

As Dakota County will not engage in agreements with private entities or developers, the attached 16-page Joint Powers Agreement serves as a mechanism for the movement of money from the developer to the County, with the City serving as a fiduciary middle-entity. The Subdivision Agreement for Project Bigfoot already covers the requirement of the Developer to pay the City, and through this agreement the City will then pass those funds on to Dakota County. The JPA has been reviewed by City staff, the City Attorney, and the Developer, with all parties agreeing on the language and form.

RECOMMENDATION

Staff recommends that the City Council adopt a motion approving the City's entry into the attached Joint Powers Agreement with Dakota County, and authorizing the Mayor, City Clerk, City Attorney, and

Public Works Director to sign the agreement.

**JOINT POWERS AGREEMENT FOR
CONSTRUCTION, CONSTRUCTION INSPECTION, MAINTENANCE, OPERATION,
REMOVAL AND COST PARTICIPATION**

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF ROSEMOUNT

FOR

DAKOTA COUNTY PROJECT NO. 42-176

SYNOPSIS: Dakota County and the City of Rosemount agree to construct, maintain, operate, subsequently remove, and share costs for a temporary signal at the intersection of County State Aid Highway (CSAH) 42 and CSAH 71/Blaine Ave for the purposes of development construction traffic mitigation.

THIS JOINT POWERS AGREEMENT ("Agreement"), is made and entered into by and between the County of Dakota ("County"), a political subdivision of the State of Minnesota, and the City of Rosemount ("City"), a municipal corporation existing under the laws of the State of Minnesota, hereafter collectively referred to as "Parties", and individually as "Party", and witnesses the following:

WHEREAS, under Minnesota Statutes sections 162.17, subd. 1 and 471.59, subd. 1, two governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, to provide a safe and efficient transportation system, the County and the City are proceeding with County Project 42-176; and

WHEREAS, the purpose and need for the project is to accommodate the volume of construction traffic necessary to complete Project Bigfoot ("Development"), a 280-acre technology campus in Rosemount, while ensuring safety, vehicle mobility, and congestion mitigation is upheld on the County and City roadway systems; and

WHEREAS, to address the purpose and need for this Project, County Project 42-176 will include the installation, operation, and removal of a temporary signal at the intersection of CSAH 42 and CSAH 71/Blaine Avenue (the "Project"); and

WHEREAS, with Resolution No. 23-389 (August 29, 2023), the Dakota County Board of Commissioners authorized the installation of a temporary traffic signal by the Dakota County Transportation Department at the intersection of CSAH 42 and CSAH 73/Blaine Avenue during the construction phase of the Development, which is located to the southwest of the intersection; and

WHEREAS, the intersection of CSAH 42 and CSAH 71/Blaine Ave has shared jurisdiction with the west and east legs (CSAH 42) and the northern leg (CSAH 71) falling under County

jurisdiction and the southern leg (Blaine Avenue) will be under City jurisdiction during the term of this agreement; and

WHEREAS, to more efficiently deliver the Project, the County and the City mutually desire to partner with one another in exercising their joint powers for construction, administration, maintenance and subsequently removal of the Project, as well as to determine each Parties' respective share of Project costs; and

WHEREAS, the Project is the result of private development within the City of Rosemont and the cost share shall follow the guidance of the Dakota County 2040 Transportation Plan; and

WHEREAS, the City has an agreement with the owner of the Development ("Developer") that includes the production of the preliminary design, final design, right of way acquisition and bidding proposal package for the Project to be prepared by the developer with guidance from City and County; and

WHEREAS, at the time of development construction completion, or as directed by the Dakota County Engineer, the temporary signal shall be removed and the intersection of CSAH 42 and CSAH 71/Blaine Ave will be restored to pre-Project conditions.

NOW, THEREFORE, it is agreed the County and City will share Project responsibilities as detailed in this Agreement and, in accordance with the County's adopted cost share policy, in Project costs as set forth herein. The above recitals are incorporated by reference and are made a part hereof as if fully set forth below.

1. Project Administration. The preliminary design, final design, right of way acquisition and bid proposal package shall be prepared by the Developer. The County shall be the lead agency for construction, construction administration, system inspection, operation of the signal, and removal of the Project. Subject to the requirements below, the County and the City shall each retain final decision-making authority within their respective jurisdictions.

2. Preliminary Engineering. "Preliminary Engineering" shall be defined as engineering work completed through preliminary layouts, which includes, but is not limited to:
 - a. Surveying and mapping.
 - b. Engineering studies and reports
 - c. Traffic evaluation of various alternatives
 - d. Preliminary layouts (30% Plans)
3. Final Engineering Plans, Specifications and Bid Proposal Package. Final design will be complete when the County is provided with complete grading, paving, storm sewer, wetland mitigation, traffic control, municipal utility plans, roadway design plans, temporary signal plans and specifications consistent with County design practices, and State-Aid design standards. The approval of final plans, specifications and the bid proposal package by the County will be required. The Plans and Specifications shall be completed by the consulting engineer hired by the Developer.
4. Award of Construction Contract. The County will be provided final approved plans, specifications, and a bid proposal package consistent with County design standards, State-Aid design standards and MnDOT standards and specifications. The County will be the lead agency for the contract advertisement and award the construction contract. The parties' mutual concurrence with the plans and specifications is required prior to advertising for bids. The lead agency may award the contract for construction to the lowest responsive and responsible bidder in accordance with state law. If a bid is not awarded, this Agreement shall terminate for the specific Project that is not awarded, and all costs incurred as of the date of termination shall be apportioned in accordance with the terms of this Agreement.
5. Construction and Removal of Temporary Traffic Signal System. The County shall be the lead agency to administer the construction contract for the Project. Construction includes all elements associated with the temporary signal installation, operation and removal. Construction costs shall include all highway and roadway construction items,

including removals, mobilization and traffic control, widening or other measures if required as part of traffic control or Project staging; mitigation as required by state and federal permits including accessibility requirements; replacement or restoration of fences, landscaping and driveways when affected by construction; replacement or adjustment of sanitary sewer, water and storm sewer systems, if required due to construction; wetland mitigation and banking; and all other construction aspects outlined in the plan except for elements as called out under this Agreement or County policies included in the adopted Dakota County 2040 Transportation Plan.

At the time of development construction completion, or as directed by the Dakota County Engineer, the temporary signal system shall be removed. The removal of the temporary traffic signal system and subsequent restoration of the intersection of CSAH 42 and CSAH 71/Blaine Avenue shall include, but is not limited to: removal of temporary traffic signal system, disconnection to all power sources, related traffic control, restriping of roadways, signage, grading, erosion control and permanent seeding. The temporary traffic signal system removal shall be performed in accordance with the approved plans, specifications and special provisions which are made a part hereof by reference with the same force and effect as though fully set forth herein.

6. Right-of-Way. It is anticipated that the Project will not require any additional right of way. In the event easements or right of way is necessary for the completion of the Project, they shall be obtained by the City (or the Developer). The costs of acquiring any necessary right-of-way for the Project are the responsibility of the City.

If necessary, the City shall convey to the County, at no cost, all necessary permanent highway and temporary easements, on forms approved by the County Attorney's office, on all adjacent City-controlled real property for Project purposes. Additionally, if necessary, the City shall convey rights to the County, at no cost, all public easements, and rights-of-way necessary for Project purposes, including the right to grade within drainage and utility easements as necessary. Any right-of-way costs for new sanitary sewer, water mains and appurtenances, and aesthetic elements outside

of the right-of-way needed for the highway improvements shall be the responsibility of the City.

7. City Permits. The City will issue the County a permit for any work that may occur within the City's right-of-way allowing the County and its contractors to work on City street right-of-way for the Project. The County, or its contractors, must secure a city building permit for retaining walls and/or other structures, and any other City permits as required by City Code, and the City hereby agrees to waive the City's permit fees for the permits obtained by the County. Nothing in this Agreement or any permit issued by the City shall prevent the use of the public right-of-way by utilities, communication providers, or any other entity entitled by law to use public right-of-way. The City will process permits for utility work and other activities within the City's right-of-way.
8. Construction Standards. All construction, including traffic control, shall be accomplished in accordance with applicable State Aid, County and City standards, specifications, and policies to the satisfaction of the County and City. The County and City reserves the right to inspect construction materials and methods as needed.
9. Cost Share. The costs for the Project will be 100 percent the responsibility of the City (Developer via City/Developer agreement). All Project costs expended or incurred by the County shall be reimbursed by the City for all phases necessary to complete the Project including, but not limited to: construction, construction inspection, maintenance, signal energy, street light energy, emergency vehicle pre-emption (EVP) system, timing and operation, temporary traffic signal removal, restoration of the intersection to pre-Project conditions, and County supplied materials. An estimated Project cost has been provided as Attachment A to this agreement. All costs associated with the Project shall be based on actual costs at the time of construction and as incurred to maintain the temporary signal system and Project elements.
10. Project Cost Updates. The County, as lead agency, shall provide updated cost estimates showing the Project costs. Updated cost estimates will also be provided by the County at the following times:
 - prior to advertising a construction contract;

- after bid opening (prior to contract award);
- during construction if total contract changes exceed \$25,000;
- once per year following the construction season until the Project is complete.

Project cost estimate updates include actual and estimated costs for engineering, right-of-way acquisition, utility relocation, construction, and administration.

The Parties acknowledge that Project cost estimates are subject to numerous variables causing the estimates to be subject to change and the updates are provided for informational purposes in good faith. Each agency is responsible for informing their respective council or board regarding Project cost estimates.

11. Payment. The County shall administer the contract and act as the paying agent for all payments to the selected contractor. Payments to the selected contractor will be made as Project work progresses and when certified by the County Engineer. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement upon receipt or within a maximum of 30 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any outstanding amount will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

12. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect any of the Project's cost participation must be approved by the authorized representative of each party prior to execution of work. The City appointed representative is Nick Egger, Public Works Director and the County's appointed representative is Rich Myklebust, or their successors. Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.

13. Amendments. Any amendments to this Agreement will be effective only after approval by each governing body and execution of a written amendment document by duly authorized officials of each body.
14. Effective Dates for Design and Construction of Project. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2027.
15. Final Acceptance. The Project contains the installation of the temporary traffic signal system at the intersection of CSAH 42 and CSAH 71/Blaine Ave and the subsequent removal of the system. The final acceptance will occur once the temporary signal system is removed and the intersection is restored to pre-Project conditions. An intermediate acceptance will occur at the completion of the temporary signal system. Both the final and intermediate completion of the Project must be approved by both the County and the City.
16. Signal Energy. The Developer's consultant engineer has applied to Xcel Energy for the temporary signal operational power. Service will be metered and transferred to the City for billing. Upon completion of the temporary traffic control signal installation, the City shall be responsible for all electrical power costs necessary for the operation of the traffic control signal system at CSAH 42 and CSAH 73/Blaine Avenue.
17. Signal Maintenance. Upon completion of the Project, the County shall maintain and keep in repair the temporary signal system, at the sole cost and expense of the City per section 10, above.
18. Signal Timing and Operation. Timing of the temporary traffic control signal system shall be determined by the County. No changes to the system timing will be made except with written approval of the County.

19. Emergency Vehicle Pre-emption (EVP) System. The EVP system provided for in this Agreement shall be installed, operated, maintained, or removed in accordance with the following conditions and requirements:

- a. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Section 169.011, subdivision 3 and Section 169.03.
- b. Malfunction of the EVP System shall be reported by the City to the County immediately.
- c. In the event the EVP System or components are, in the opinion of the County, being misused or the conditions set forth in the paragraph a) above are violated, and such misuse or violation continues after receipt by the City of written notice from the County, the County will work with the City to address the concerns and bring the EVP back into expected compliance. In the event continued misuse occurs, the County has the authority to remove the EVP System that is being misused.
- d. Upon completion of installation of the EVP system, the County shall maintain and keep in repair the EVP system at the cost and expense of the City.

20. Street Lighting and Maintenance Costs. Upon completion of the Project, electrical power necessary for the operation of the streetlights and maintenance of the streetlights will be at the sole cost and expense of the City per section 10, above.

21. Pavement Maintenance. Upon acceptance of the Project, the City shall be responsible for all pavement maintenance within City-owned right-of-way. The County shall be responsible for all pavement maintenance within County-owned right-of-way unless necessitated by a failure of a City utility system or installation of new City-owned facilities.

22. Pavement Marking and Traffic Signing Maintenance. Pavement markings will be installed as applicable for the operation of the highway and intersections along the

Project area as outlined in the plans. The City shall be responsible for all pavement marking and sign maintenance within City right-of-way and the County shall be responsible for all pavement marking and sign maintenance within the County right-of-way unless necessitated by installation of new facilities.

23. Drainage Area and Stormwater or Drainage Facilities Maintenance. Upon final acceptance of the Project, maintenance of any drainage areas and any stormwater or drainage facilities shall be provided in accordance with the current County and City Maintenance Agreement.
24. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules, and contract administration procedures unless amended by the contract specifications.
25. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the City is responsible, including future operation and maintenance of Project components owned by the City and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. The County shall include the City as additional insured in the construction contract documents.
26. Employees of Parties. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City, for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said

employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of the County's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. Any and all persons engaged in the work to be performed by the City shall not be considered employees of the County for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged. Any and all claims made by any third party as a consequence of any act or omissions of the part of the City's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.

27. Audits. Pursuant to Minnesota Statutes section 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to this Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

28. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect in accordance with the Dakota County Transportation Plan after completion of the construction provided for in this Agreement.

29. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

COUNTY OF DAKOTA
Erin Laberee, Dakota County Engineer
(or successor)
14955 Galaxie Ave.
Apple Valley, MN 55124
Office: (952) 891-7100
Erin.Laberee@co.dakota.mn.us

CITY OF ROSEMOUNT
Nick Egger, Public Works Director
2875 145th Street W
Office: (651) 322-2015
nick.egger@rosemountmn.gov

All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either party may change its address by written notice to the other party. Mailed notice shall be deemed complete two business days after the date of mailing.

[SIGNATURE PAGE TO FOLLOW]

12/22/2023

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their
duly authorized officials.

CITY OF ROSEMOUNT

RECOMMENDED FOR APPROVAL:

Public Works Director

By _____
Jeffery D. Weisensel, Mayor

(SEAL)

By _____
City Attorney

Date _____

By _____
Fasbender, City Clerk

Date: _____

COUNTY OF DAKOTA

RECOMMENDED FOR APPROVAL:

County Engineer

By: _____
Physical Development Director

Date: _____

APPROVED AS TO FORM:

COUNTY BOARD RESOLUTION

Assistant County Attorney Date
KS- _____

No. _____ Date: _____

ATTACHMENT A
CP 42-176
Estimated Construction Costs
(Final costs based on actuals)

County Project 42-176 - Estimated Total Project Costs		
1/10/2024		
		Notes
County Project 42-176 - Engineer's Opinion of Probable Construction Cost	(1)	\$ 168,840.00
County Supplied Materials (Signal cabinet, controller, switch, MMU, CCTV, etc.)		\$ 45,000.00
Construction Inspection, Management, and Testing (Estimated 12% Construction Cost)		\$ 20,260.80
Signal Operation, Maintenance, and Routine Inspection (Estimated 3 year operation, \$2500/year)	(4)	\$ 7,500.00
Energy Costs (Signal, street light, etc) - To be directly billed to City from energy provider (Estimated 3 year operation, \$120/month)	(2) (4)	\$ 4,320.00
Contingency (20%)		\$ 49,184.16
Total	(3)	\$ 295,104.96
Notes (1) See below County Project 42-176 Engineer's Opinion of Probable Cost for detailed construction estimate (2) Accounts will be established by Developer's Engineer for power supply billing to the City (3) Costs are estimated. All costs associated with the Project shall be based on actual costs at the time of construction and as incurred to maintain and operate the temporary signal system and Project elements. (4) Duration of 3 years used for estimate purposes only. Actual duration will be established as noted in JPA.		

COUNTY PROJECT 42-176 - ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST - 1/10/2024 (KIMLEY HORN)							
						BLAINE AVENUE TEMPORARY TRAFFIC CONTROL SIGNAL SYSTEM	
ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY	UNIT COST	TOTAL COST	ESTIMATED QUANTITY	COST
2021.501	MOBILIZATION	LUMP SUM	1	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00
2104.502	REMOVE SIGN	EACH	2	\$ 70.00	\$ 140.00	2	\$ 140.00
2104.502	SALVAGE SIGN PANEL TYPE SPECIAL	EACH	4	\$ 50.00	\$ 200.00	4	\$ 200.00
2104.601	REMOVE TEMPORARY SIGNAL SYSTEM	LUMP SUM	1	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00
2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00
2563.602	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	2	\$ 4,000.00	\$ 8,000.00	2	\$ 8,000.00
2564.602	INSTALL SIGN TYPE SPECIAL	EACH	2	\$ 300.00	\$ 600.00	2	\$ 600.00
2565.616	TEMPORARY SIGNAL SYSTEM	SYSTEM	1	\$ 125,000.00	\$ 125,000.00	1	\$ 125,000.00
2582.503	24" SOLID LINE PREF TAPE GR IN (WR)	LIN FT	140	\$ 35.00	\$ 4,900.00	140	\$ 4,900.00
TOTALS					\$ 168,840.00		\$ 168,840.00

City Council Regular Meeting: January 16, 2024

AGENDA ITEM:	Renewal of the Small Scale Mineral Extraction Permit at the Ped/Kuznia Properties for Bolander and Sons for 2024	AGENDA SECTION:	CONSENT AGENDA
PREPARED BY:	Alysha Grant, Community Development Technician	AGENDA NO.	6.j.
ATTACHMENTS:	2024 Mining Permit, Location Map, Applicant's Narrative, Phasing Plan, Reclamation Plan, Property Information, Compaction Testing, Site Photographs, Site Aerials	APPROVED BY:	LJM
RECOMMENDED ACTION: Motion to approve the Bolander and Sons Small Scale Mineral Extraction permit for 2024, subject to the terms and conditions in the attached 2024 Conditions for Mineral Extraction.			

BACKGROUND

Applicant:	Carl Bolander and Sons, LLC
Property Owner(s):	Otto Ped Revocable Trust (c/o Karin Larsen), Grace Kuznia, and Kimberly Ped
Location:	4992 145th St East
Area in acres:	160 acres total Ped - 80 acres, the West half along Co. Rd. 42. Kuznia - 80 acres, the East half along Co. Rd. 42.
Mining area:	Approximately 15 acres
Comp. Guide Plan Designation:	BP - Business Park, MDR - Medium Density Residential and LDR - Low Density Residential
Current Zoning:	AG - Agriculture

The City Council is being asked to consider an application from Carl Bolander and Sons, LLC requesting renewal of its annual small-scale mineral extraction permit for the properties located at 4992 145th Street East. The subject properties are owned by Karin Larsen, Kimberly Ped, and Grace Kuznia and are located approximately 1 ½ miles east of US Highway 52 and south of County Road 42. This request represents the eighth year that the applicant will be operating the mining site since taking over the mining operations from the previous owner. In previous years, the City expressed concern that the reclamation work in earlier phases had not yet been completed; however, as of the summer of 2018 all reclamation required by the previous mine operator has been finished. Bolander and Sons has been implementing the revised reclamation plan that was amended and approved in 2016.

SUMMARY

The applicant received their first annual permit as operators of the mine in 2017. Over the course of

their first year approximately 180,000 cubic yards were exported from the site, which was off-set by a similar amount being hauled back to the site from projects for use in restoration of the pit. By the middle of 2018, all the Phase 1 mining area had been brought up to the final elevations in accordance with the adopted reclamation plan. Since then, the applicant mined within Phases 2 and 3 while bringing in fill for site restoration for phases 1 and 2. In 2019, the applicant reported removing 204,730 cubic yards of material from the site while hauling in 214,698 cubic yards for restoration. In 2020, 251,110 cubic yards were removed from the site and 151,369 cubic yards were brought to the site. 2021 saw a significant decrease in numbers compared to the previous few years with 100,790 cubic yards of material removed from the site and 23,370 cubic yards brought to the site. In 2022, 65,000 cubic yards of material were removed from the site and 111,756 cubic yards of backfill was brought to the site. In 2023, 13,000 cubic yards of material were removed from the site and 23,450 cubic yards of backfill was brought to the site. Phases 1 and 2 have been fully restored with part of Phase 3 as well. The business had the lowest backlog in over five years in spring of 2023. For 2024, the applicant is forecasting to haul between 75,000 to 150,000 cubic yards of sand next year from the site. Work is expected to continue in Phases 3 and 4, with mining below the final restoration grades occurring in those areas. The applicant notes that they will not exceed the maximum of 50,000 cubic yards of required fill below restoration grades on the site in 2024. The applicant has provided data from the compaction testing that was done on the site in 2022, some soil remains to have compaction testing scheduled for 2023.

PLANNING COMMISSION ACTION

The Planning Commission reviewed the renewal request at their meeting on December 18, 2023. There were no public comments received during the public hearing. The Commission asked for clarification about the soil compaction testing, but no other concerns were raised about the request. The Planning Commission voted unanimously to recommend approval of the Small Scale Mineral Extraction Permit renewal for Carl Bolander and Sons, LLC.

ISSUE ANALYSIS

The subject property is zoned AG – Agricultural and meets or exceeds the applicable performance standards for small scale mineral extraction. Small scale mineral extraction is listed as an interim use within the Agriculture district. The table below details the current land use, zoning, and future land use information for the surrounding properties. None of the sites are located within the current Metropolitan Urban Service Area (MUSA), but are located within the 2030 or 2040 MUSA. The 2040 Future Land Use Map anticipates a mixture of residential and business park uses in this area.

Surrounding Land Use and Zoning Information			
Direction	Current Land Use	Guided Land Use	Zoning
North	Agriculture	CC – Community Commercial, BP - Business Park, LI – Light Industrial	Agricultural

South	Agriculture	LDR – Low Density Residential	Agricultural Preserve
East	Agriculture	CC – Community Commercial, MDR – Medium Density Residential, LDR – Low Density Residential	Agricultural
West	Agriculture/Mining	MDR – Medium Density Residential and LDR – Low Density Residential	Agricultural

The Ped/Kuznia mine is accessed by a joint access road with the Danner mine on the western edge of the Ped property line. The applicant maintains a private access agreement with Danner to coordinate mining levels and allow continued access to the site.

As a part of the annual review of all mineral extraction permits, staff performs an inspection of the site and consults with the Rosemount Police Department regarding any police activity. No ordinance or permit condition violations were apparent during the inspection, and ground cover has been established on all restored areas. Police records found no incidents at the subject property during 2023.

RECOMMENDATION

The Planning Commission and staff recommend renewal of the Small Scale Mineral Extraction Permit at the Ped/Kuznia properties for Bolander and Sons for 2024 based upon a review of the information submitted by the applicant, the mineral extraction standards in Section 11-10-4 of the City Code, City Police records and the attached permit.

Small Scale Mineral Extraction Permit
2024 Conditions for Small Scale Mineral Extraction Permit Renewal
Bolander and Sons (PED-KUZNIA)

- A. Bolander and Sons (hereinafter the “Operator”) shall sign a written consent to these conditions binding itself and its successors and assigns to the conditions of this permit. Karin L. Larson, Kimberly K Ped and Grace Kuznia (hereinafter the “Owner”) shall sign written acknowledgment and consent to these conditions and to issuance of this permit in the form set forth at the end of these conditions.
- B. The property Owner shall comply with all terms of this permit as well as the standards for mineral extraction listed in Section 11-10-04 of the City Code.
- C. This permit is granted for the area designated as Phase 3 and Phase 4 as shown on the Phasing Plan dated 10-26-2023. The active mining and excavation area cannot exceed 19.5 acres open at any one time and only 50,000 cubic yards can be open below the reclamation grades consistent with the approved Plan, at any one time. The establishment of vegetation is required within all completed reclamation areas.
- D. The term of the permit shall extend from January 1, 2024 until December 31, 2024 unless revoked prior to that for failure to comply with the permit requirements. A mining permit fee of \$370.00 shall be paid to the City of Rosemount.
- E. All required permits from the State of Minnesota, County of Dakota and City of Rosemount (hereinafter "City") or any of their agencies shall be obtained and submitted to the City prior to the issuance of the permit. Failure by the Operator to comply with the terms and conditions of any of the permits required under this paragraph shall be grounds for the City to terminate said mining permit.
- F. The final grading for the permit area shall be completed in accordance with the submitted Proposed Reclamation Plan dated 11-01-2016. An 8% grade for the public road corridor which allows access into the site consistent with public road standards is required through site reclamation.
- G. All gravel trucks shall enter and exit the mining area from County State Aid Highway 42 (CSAH 42) from the joint access between the Danner and Ped properties and the designated truck route to (and from) the site shall be CSAH 42, west to State Trunk Highway 52 (STH 52), north on STH 52 to the City boundary. It shall be the Operator’s responsibility to obtain easements for ingress and egress. The location of the accesses and/or easements for ingress and egress shall be subject to approval by the City, as well as the County Highway Department or the Minnesota Department of Transportation if applicable or if any changes occur relative to the mining process.

- H. A gate must be placed at the driveway entrance that shall be secured after hours. The operator shall also install and maintain “No Trespassing” signs consistent with the standards outlined in Minnesota State Statute 609.605.
- I. The Operator shall clean dirt and debris from extraction or hauling operations related to the Mineral Extraction Permit from streets. After the Operator has received 24-hour verbal notice, the City may complete or contract to complete the clean-up at the Operator's expense.
- J. The surface water drainage of the mining area shall not be altered so as to interfere, contaminate, or otherwise affect the natural drainage of adjacent property.
- K. No topsoil shall be removed from the site and the Operator shall take necessary measures to prevent erosion of the stockpiled topsoil. The location of the stockpiled topsoil shall be indicated on Exhibit A, the Mining Plan.
- L. Any costs incurred now or in the future in changing the location of existing public or private utilities including but not limited to pipelines, transmission structures and sewer infrastructure located within the permit area shall be the sole obligation and expense of the Operator.
- M. All costs of processing the permit, including but not limited to planning fees, engineering fees and legal fees, shall be paid by the operator prior to the issuance of the permit. The Operator shall reimburse the City for the cost of periodic inspections by the City Public Works Director or any other City employee for the purpose of insuring that conditions of the permit are being satisfied. The Operator agrees to reimburse the City for any other costs incurred as a result of the granting or enforcing of the permit.
- N. The daily hours of operation for the mining area shall be limited to 7:00 a.m. to 7:00 p.m., Monday through Saturday subject to being changed by the City Council.
- O. The Operator shall deposit with the Engineering Department a surety bond or cash escrow in the amount of Seven Thousand Five Hundred Dollars per acre (\$7,500.00/acre) of active phase in favor of the City for the cost of restoration, regrading and/or revegetating land disturbed by mining activities and to assure compliance with these conditions by the Operator. The required surety bonds must be:
 - 1) With good and sufficient surety by a surety company authorized to do business in the State of Minnesota with the right of the surety company to cancel the same only upon at least thirty (30) days written notice to the permit holder and the City.
 - 2) Satisfactory to the City Attorney in form and substance.
 - 3) Conditioned that the Operator will faithfully comply with all the terms, conditions and requirements of the permit; all rules, regulations and requirements pursuant to the permit and as required by the City and all reasonable requirements of the Public Works Director or any other City officials.
 - 4) Conditioned that the Operator will secure the City and its officers harmless against any and all claims, or for which the City, the Council or any City officer may be made liable by reason of any accident or injury to persons or property through the fault of the Operator.

- 5) The surety bond or cash escrow shall remain in effect from January 1, 2024 until July 31, 2025.
- 6) Upon thirty (30) days' notice to the permit holder and surety company, the City may reduce or increase the amount of the bond or cash escrow during the term of this permit in order to insure that the City is adequately protected.
- P. The Operator shall furnish a certificate of comprehensive general liability insurance issued by insurers duly licensed within the State of Minnesota in an amount of at least Five Hundred Thousand and no/100 (\$500,000.00) Dollars for injury or death of any one person in any one occurrence, bodily injury liability in an amount of at least One Million Five Hundred Thousand and no/100 (\$1,500,000.00) Dollars and property damage liability in an amount of at least Two Hundred Fifty Thousand and no/100 (\$250,000.00) Dollars arising out of any one occurrence. The policy of insurance shall name the City as an additional insured and shall remain in effect from January 1, 2024 until July 31, 2025.
- Q. Processing and crushing of materials are permitted on the site in accordance with the Sand and Gravel Mining Plan and Backfill Plan dated November 2018. No additional processing or production of materials may occur on the site and construction of any ponding areas or wash plants shall require additional City Council approval and notification of adjacent property owners, except as approved by the Dakota County Environmental Health Department as incidental to a sand and gravel mining operation. Any such activities will be enclosed with cyclone fencing, or as approved by City staff, and the fencing shall be properly maintained.
- R. The Operator and the Owner shall hold the City harmless from all claims or causes of action that may result from the granting of the permit. The Operator and the Owner shall indemnify the City for all costs, damages or expenses, including but not limited to attorney's fees that the City may pay or incur in consequence of such claims.
- S. The Operator comply with such other requirements of the City Council as it shall from time to time deem proper and necessary for the protection of the citizens and general welfare of the community.
- T. Modifications or expansion of the mining areas must be approved in writing by the City.
- U. The Operator shall incorporate best management practices for controlling erosion and storm water runoff as specified by the Minnesota Pollution Control Agency and the United States Environmental Protection Agency.
- V. The Operator shall receive all applicable permits and follow all appropriate regulations of all federal, state, or county agencies.
- W. The Proposed Reclamation Plan shall be coordinated with any abutting Mineral Extraction site to insure matching conditions and final grades along any adjoining property line(s) to the greatest extent possible. Reclamation shall include the replacement of the entire stockpile of topsoil on the mined area, reseeding and mulching necessary to re-establish vegetative cover for permanent slope stabilization and erosion control. The minimum depth of topsoil shall not be

less than two inches after reclamation. Reclamation of the site must be consistent with the Council approved reclamation plan to ensure future development potential of the site.

- X. The storage of equipment (unrelated to the sand and gravel mining and processing), manure, construction debris, or hazardous materials of any kind shall not be permitted on site. The placement of construction debris, manure, asphalt in any form or hazardous materials within the pit as fill shall be strictly prohibited.
- Y. The fill area regrading and reclamation shall follow the procedures described in the Sand and Gravel Backfill Protocol dated 2016 including an annual report submitted to the City describing the quantities of material brought in, where the material came from, and the test result of the material including supporting analytical results.
- Z. Mining to the elevation of 840 feet above mean sea level is allowed provided that the site is reclaimed to the elevation shown on the Proposed Reclamation Plan dated 11-01-2016. Should haul-back be brought to the site, it must comply with the Sand and Gravel Backfill Protocol dated January 2016. In no instance shall mining occur in the groundwater aquifer.
- AA. Blasting or the use of explosives is prohibited in the mining of Bolander and Sons operation.
- BB. The City of Rosemount shall have the ability to collect independent soil and water samples.

Karin L. Larson, Kimberly K. Ped and Grace Kuznia, Minnesota residents and owners of the properties for which this permit is issued, hereby consent and agree to the issuance of a mineral extraction permit for said properties and to the imposition of the foregoing conditions. Owners further agree and consent to entry onto said properties by the City, its officers, agents, contractors and employees and by the surety of the bond issued in accordance with paragraph O, its officers, agents, contractors and employees to take any action deemed necessary by the City to enforce and assure compliance with the conditions of this permit and law. Owners further agree that they will not bring any claims or legal actions against the City, its officers, agents, contractors or employees for damages arising out of issuance of this permit or administration or enforcement by the City of the conditions of this permit or of law. The foregoing agreements of Owners shall run with the land of said properties and shall bind the Owners, their heirs, successors and assigns.

By: _____
Karin L. Larson

By: _____
Kimberly K. Ped

By: _____
Grace Kuznia

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by Karin L. Larson, Minnesota resident and property owner.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by Kimberly K. Ped, Minnesota resident and property owner.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by Grace Kuznia, Minnesota resident and property owner.

Notary Public

That _____ of Bolander and Sons, the operator, hereby consents and
agrees to the foregoing conditions of said mining permit.

Bolander and Sons

By: _____

Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____ of Bolander and Sons, the operator.

Notary Public



Sand and Gravel Mining and Backfill Plan

November 2023 Year 7 Report

145th Street Sand Pit – Otto Ped Property

Submitted to:

City of Rosemount

Prepared By:

The logo for Bolander features the word "BOLANDER" in a large, bold, green serif font with a gold outline and a slight 3D effect.

Carl Bolander and Sons, LLC

251 Starkey Street

St Paul, MN 55107

(651) 224-6299

October 16th, 2023

1. Introduction

Carl Bolander and Sons, LLC (Bolander) has entered into an agreement with Otto Ped Revocable Trust (C/O Karen Larsen), Grace Kuznia, and Kimberly Ped (Land Owners) to operate a sand and gravel mining operation on two parcels of land on 145th street in Rosemount, Minnesota. Sand and gravel resources are being excavated and prepared for off-site uses. These operations include: excavation, stockpiling, screening, crushing, recycling concrete/asphalt, and loading trucks.

Bolander is mining sand and gravel for uses off site. This document has been prepared as a submittal to the City of Rosemount as part of our yearly reporting to operate the site.

The mining operation is done in accordance with the following:

- This mining and backfill plan.
- The SWPPP and NPDES requirements.
- City of Rosemount Code 11-10-4 Small Scale Mineral Extraction
- All other permits issued by the City, County, MPCA, or State.

The site shall be reclaimed in accordance with the following:

- This mining and backfill plan
- The SWPPP
- City of Rosemount Code 11-10-4 Small Scale Mineral Extraction
- Any permits issued by the City, County, or State.

2. Location and Access

The mailing address for the Dakota County Parcel ID 34-09200-50-011 is 4992 145th Street East, Rosemount, MN 55068. The Dakota County Parcel ID 34-02900-50-012 does not have a mailing address.

3. Current Phase Being Mined

We are currently mining below restoration grade in part of phase 3 and above restoration grades in Phase 4.

4. Current Status of Reclamation

Please see the attached updated Topographic survey dated 10-20-2021. We have successfully hauled in 46,500 CY of fill in 2017, 178,750CY in 2018, 214,698 CY in 2019, 151,369 CY in 2020, 23,370 in 2021, 111,756 in 2022, and 23,450CY in 2023 to date. This material is from projects which used in the restoration of the pit. Much of the pit has been restored.

5. Amount of Material removed from the site

For calendar year to date 2020 we have exported 13,000 CY from the site. (See survey for more detail).

6. Summary of all Backfill brought to the Site during 2022 (To Date)

For the calendar year 2023 we have import 23,450 CYLV of clean tested soils. Analytical testing of soils is attached in electronic format.

Date Hauled	Quantity	Units	Job Number	Project Name	Project Location	Soil Type	Analytical	Quantity of Tests	Folder Name (Multiple Files)	Compaction Testing
6/7/2023 - 6/9/2023	4862	CYLV	20-6150	Ford Site Development	2192 Ford Parkway St Paul, MN	Common	Yes	25	20-6150 Ford Site	Pending
4/5/2023 - 10/16/2023	3502	CYLV	21-3400	Hines North Loop Green	Unnamed Road, Minneapolis, MN 55401	Common	Yes	33	21-3400 Hines North Loop Green	Pending
4/4/2023 - 6/13/2023	10606	CYLV	22-5710	The Standard at Dinkytown	528 14th Avenue SE Minneapolis, MN	Common	Yes	7	22-5710 The Standard at Dinkytown	Pending
2/15/2023 - 3/8/2023	1640	CYLV	22-5510	Canvas	2301 California Street Minneapolis MN 55418	Common	Yes	7	22-5510 Canvas Apartments	Pending
10/3/2023 - 10/16/2023	2840	CYLV	23-7150	MN Judicial Building	25 Rev Dr Martin Luther King JR Blvd St Paul, MN	Common	Yes	1	23-7150 MN Judicial Building	Pending
	23,450									

7. Compaction Tests

We have completed the required compaction tests in 2022. Some soil will require compaction testing in 2023 which remains to be scheduled.

Field Test Data

Test No.	Test Location	Lift / Elev.	Mat. No.	Probe Depth (in)	Wet Density (pcf)	Water Content (pcf)	Water Content (%)	Dry Density (pcf)	Percent Compaction (%)
7	See attached diagram	0	2	12	112.7	10.3	10.1	102.4	93
8	See attached diagram	0	2	12	111.0	9.9	9.8	101.1	91
15	See attached diagram	0	3	12	130.3	4.4	3.5	125.9	93
16	See attached diagram	0	3	12	143.2	6.0	4.4	137.2	100+
20	See attached diagram	0	3	12	129.9	5.3	4.5	118.6	88
21	See attached diagram	0	3	12	120.4	6.2	5.4	114.2	85
22	See attached diagram	0	3	12	124.0	5.9	5.0	118.9	88
23	See attached diagram	0	3	12	138.7	7.6	5.8	131.1	97
24	See attached diagram	0	3	12	139.1	4.6	3.4	134.5	100
25	See attached diagram	0	3	12	146.4	8.0	5.8	138.4	100+
26	See attached diagram	0	3	12	135.8	11.1	8.9	124.7	92
27	See attached diagram	0	3	12	129.7	11.1	9.4	118.6	88
28	See attached diagram	0	3	12	139.7	11.1	8.6	128.6	95
29	See attached diagram	0	3	12	138.9	4.0	3.0	134.9	100
30	See attached diagram	0	3	12	138.1	5.6	4.2	132.5	98

Datum: Top of existing grade

S/N: 31864

Make: Troxler

Model: 3440

Std. Cnt. M: 703

Std. Cnt. D: 2009

Last Cal. Date: 01/03/2022

8. Summary of problems

No operating issues to report for 2023. No complaints received from neighbors or the community. As far as business operation for 2023, rising interest rates has slowed the pace of commercial lending and projects. Additionally, multi-tenant housing projects in the City of Minneapolis and St Paul have slowed due to rent control issues. This affected our business significantly and in the spring of 2023 we had our lowest backlog in over 5 years.

9. Forecasting

We anticipate utilizing 75,000 – 150,000 CY of sand next year. There is a higher level of uncertainty than normal with economical uncertainty created by inflation and higher interest rates. We will not exceed our established 50,000 CY maximum required fill below restoration grades.

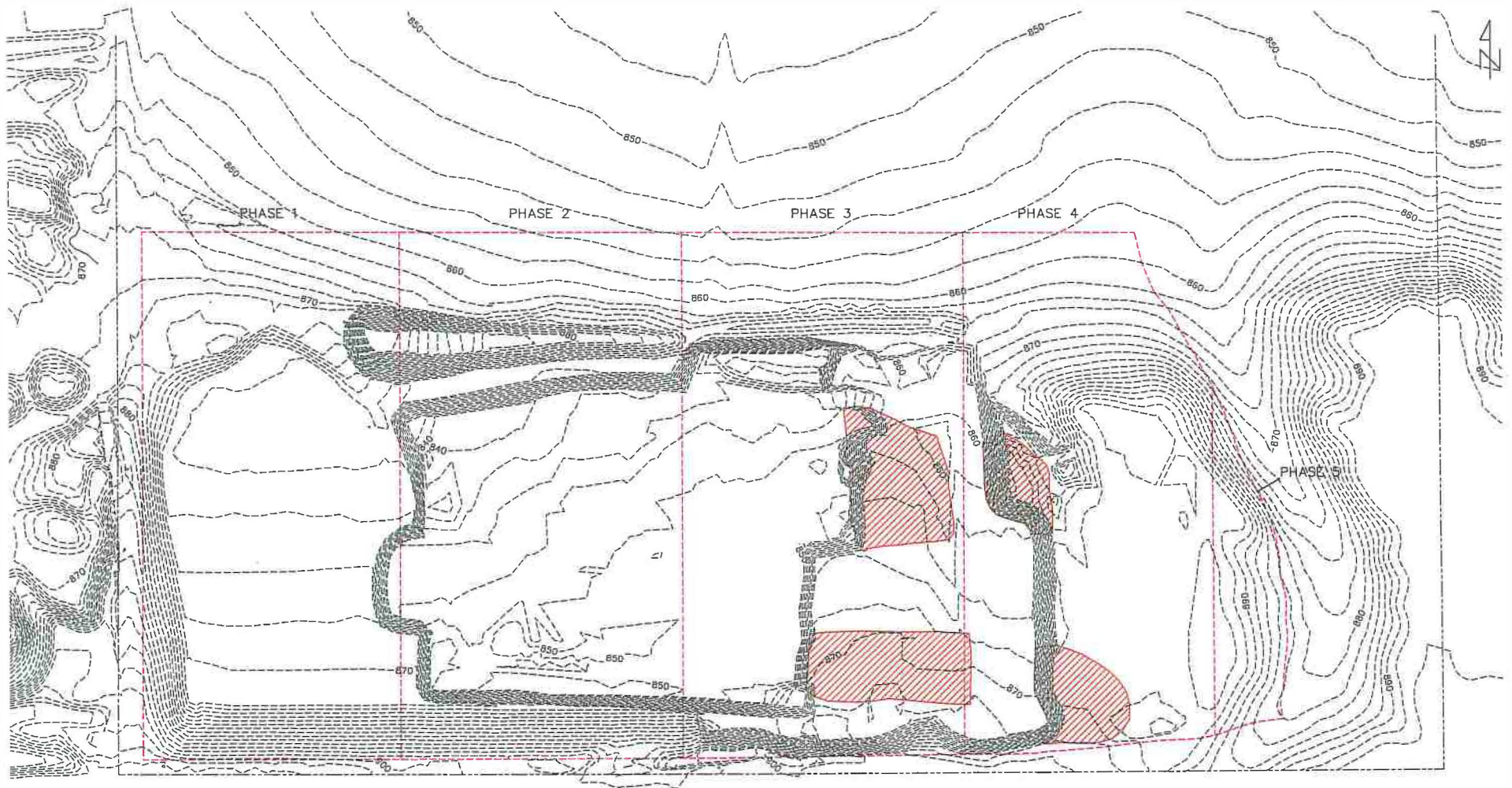
8. Reports

Bolander will provide the City of Rosemount with annual reports that cover operations taking place at the site for the previous year. These reports shall include:

- Current Phase Being Mined. (Phase 3 and 4)
- Current Status of Reclamation. (Phase 1 and 2 fully restored – partial 3)
- Amount of material being removed from the site. (13,000)
- Summary of all backfill brought to the site, including laboratory tests. (attached)
- Compaction tests for the placed backfill. (attached)
- Summary of any problems and remedies that have been implemented to solve problems identified in previous reports. (complete)
- Year ahead forecasting updates. (complete)

9. Other Requested Information

- Depth of topsoil is variable, with average of 4-6" typically
- All trees proposed for removal were removed 5 years ago.
- Depth of water table is lower– we believe 675'-680' if encountered. The water we tend to encounter is perched water at variable elevations depending if silt is present at depth.



EXCAVATION QUANTITY 10-26-22 - 10-26-23
13,000 CUBIC YARDS

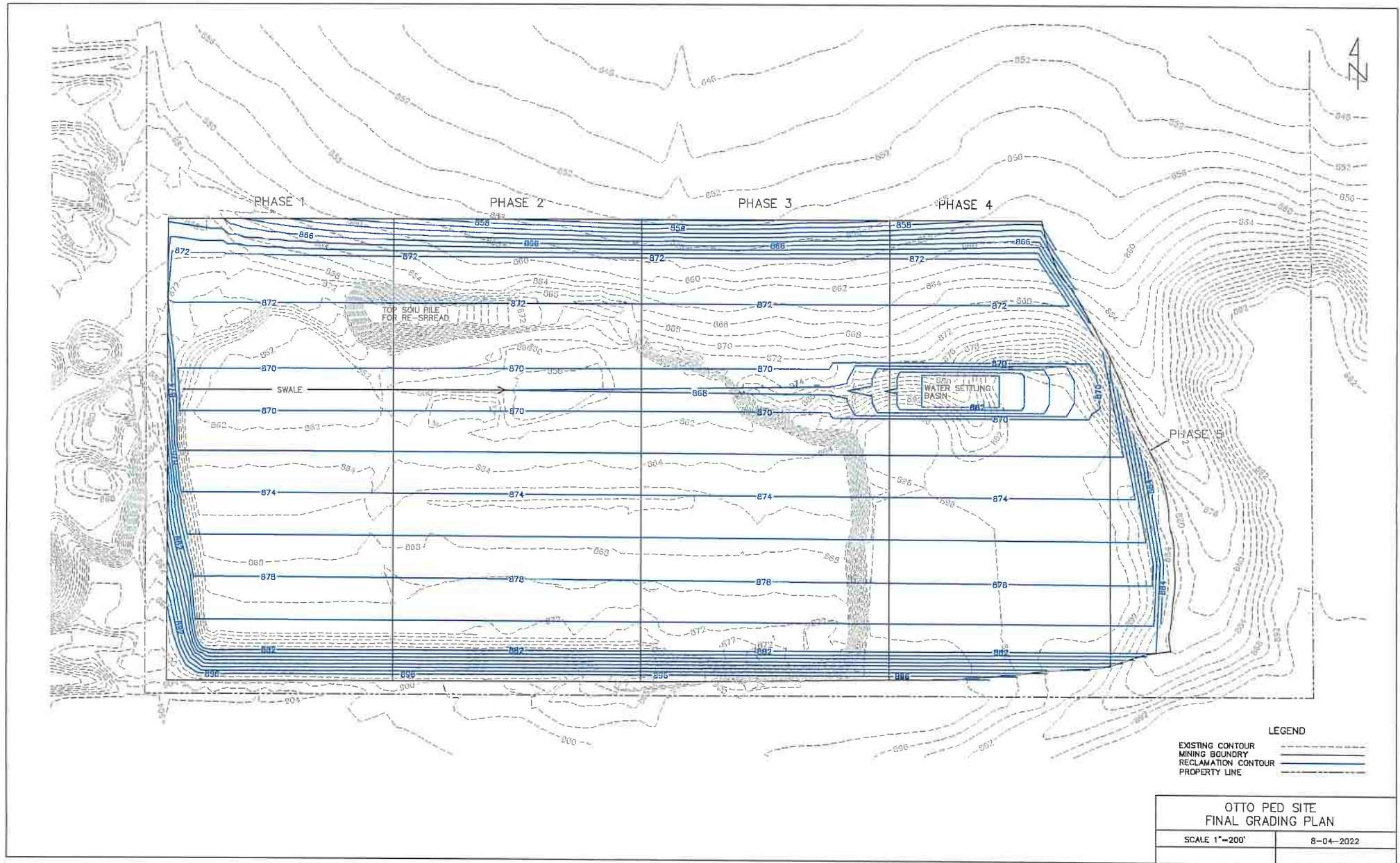
LEGEND

MINING BOUNDARY

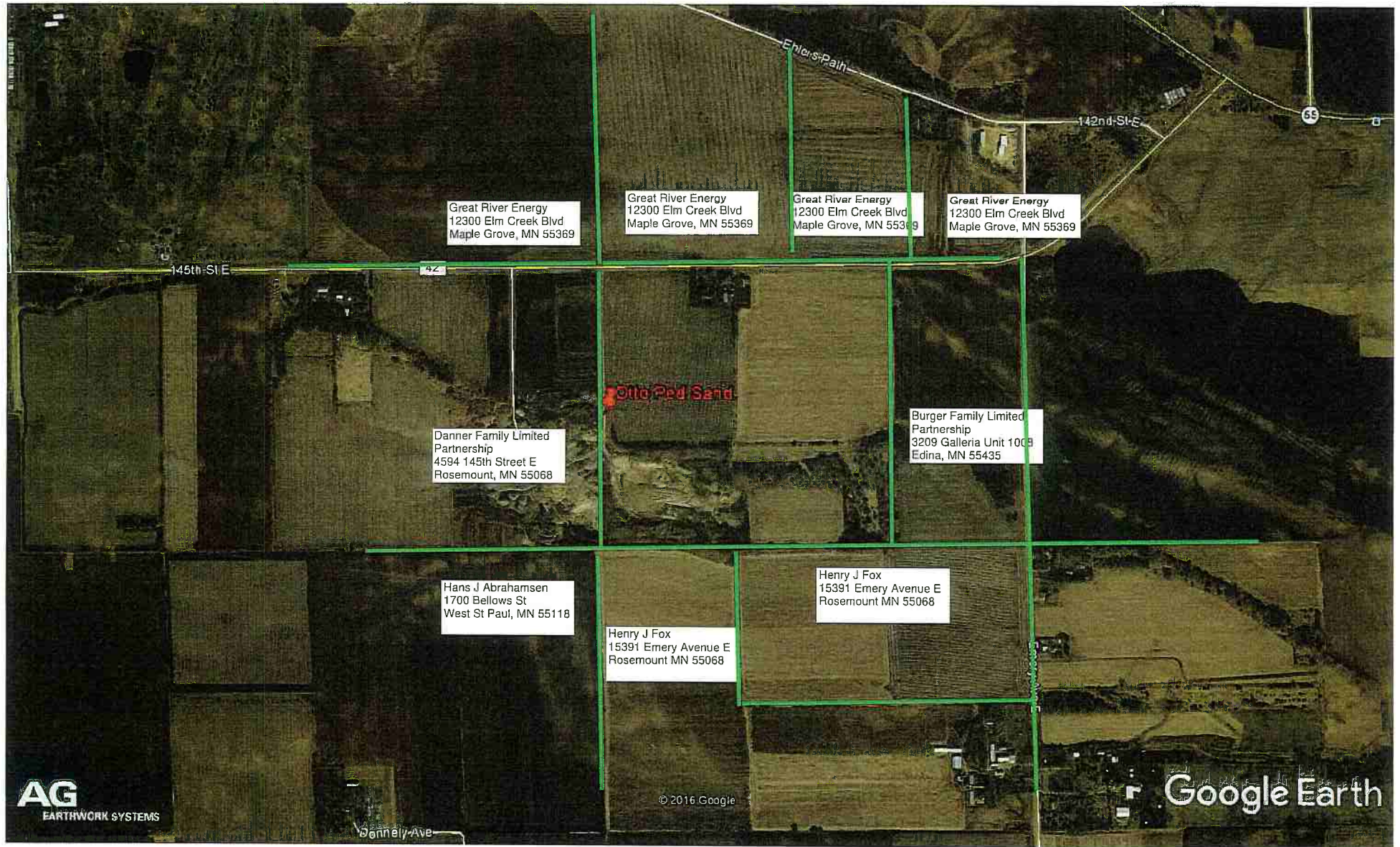
OTTO PED SITE
PROPOSED PHASING PLAN

SCALE 1"=200'

DATE 10-26-23



Attachment D-1



Google Earth

miles 1
km 2



ATTACHMENT A-1

Parcel ID: 34-02900-50-011
 4992 145TH ST E
 ROSEMOUNT MN 55068

- Property Details
- Comparable Properties
- Subdivision Plat
- Tax Statement
- Tax Payment Stub
- Tax Facts
- **2017 Proposed Tax Notice**

Parcel data is current as of: 11/17/2016



Owner OTTO A TSTE PED

Owner Address % KARIN LARSON

16870 EVENTIDE WAY

LAKEVILLE MN 55044

Common Name EAST ROSEMOUNT/PED PIT

Municipality ROSEMOUNT

Primary Use AG-GREEN ACRES

Use 2 INDUSTRIAL-PREFERRED

Use 3 AG-GREEN ACRES

Acres 80.76

R/W Acres 1.58

Square Feet 3,518,039

R/W Sq Ft 69,019

Sale Value \$0
 (Improved)

Plat Name SECTION 29 TWN 115 RANGE 18

Tax Description E 75 ACRES OF SW 1/4 & W 87.5
 ACRES OF SE 1/4 EX PT LYING E
 OF LINE BEG 165.31 FT E OF NW

COR SE1/4 THENCE SW'LY TO PT
ON S LINE 57.31 FT E OF SW COR
SE 1/4 SUBJ TO HWY ESMNT
OVER N 50 FT

Lot and Block 29 115 18

PLS Location NE1/4 SW1/4 SECTION 29-115-18

School District 196

Watershed VERMILLION RIVER
District

Tax Information

2016 Estimated Land Value \$524,900
(Payable 2017)

2016 Estimated Building Value \$193,300
(Payable 2017)

2016 Total Estimated Value \$718,200
(Payable 2017)

2016 Taxable Land Value \$366,879
(Payable 2017)

2016 Taxable Building Value \$183,049
(Payable 2017)

2016 Total Taxable Value \$549,928
(Payable 2017)

2015 Total Estimated Value \$695,600
(Payable 2016)

2015 Total Taxable Value \$535,649
(Payable 2016)

Net Tax (Payable 2016) \$7,110.52

Special Assessments (Payable 2016) \$0

Total Tax & Assmts (Payable 2016) \$7,110.52

Homestead Status FULL
HOMESTEAD

Green Acres Y

Building Information

Parcel ID: 34-02900-50-012

- Property Details
- Comparable Properties
- Subdivision Plat
- Tax Statement
- Tax Payment Stub
- Tax Facts
- **2017 Proposed Tax Notice**

Parcel data is current as of: 11/17/2016

Owner	GRACE H KUZNIA
Owner Address	3380 68TH CT E INVER GROVE HEIGHTS MN 55076
Municipality	ROSEMOUNT
Primary Use	AG-GREEN ACRES
Use 2	AG-GREEN ACRES
Acres	80.76
R/W Acres	1.47
Square Feet	3,518,025
R/W Sq Ft	64,117
Sale Value (Improved)	\$0
Plat Name	SECTION 29 TWN 115 RANGE 18
Tax Description	PT OF W 87.5 ACRES OF SE 1/4 LYING E OF LINE BEG 165.31 FT E OF NW COR SE 1/4 THENCE SW'LY TO PT ON S LINE 57.31 FT E OF SW COR SE 1/4 & THERE TERM SUBJ TO HWY ESMNT OVER N 50 FT
Lot and Block	29 115 18

PLS Location SW1/4 SE1/4 SECTION 29-115-18

School District 196

Watershed VERMILLION RIVER
District

Tax Information

FIELD DENSITY TEST REPORT

Report Number: MP211203.0007
Service Date: 10/26/22
Report Date: 11/01/22
Task: Field Tech


13400 15th Ave N
Plymouth, MN 55441-4532
763-489-3100

Client

Carl Bolander & Sons Inc
Attn: Todd Planting
251 Starkey St
Saint Paul, MN 55107-1821

Project

Material Testing at Otto Ped Property
4992 145th st east
Rosemount, MN 55068

Project Number: MP211203

Material Information

Mat. No.	Proctor Ref. No.	Classification and Description	Laboratory Test Method	Lab Test Data		Project Requirements	
				Opt. Water Content (%)	Max. Lab Density (pcf)	Water Content (%)	Compaction (%)
2	MP211203.0009	Grey/Brown lean clay with shale	ASTM D698	15.1	110.7		
3	MP211203.0010	Grey/Brown with lean clay and shale	ASTM D698	7.8	135.1		
5	MP211203.0008	Grey/dark grey with gravel/shale and lean clay	ASTM D698	10.1	126.2		
6	MP211203.0011	Grey/Brown with lean clay and shale	ASTM D698	20.5	102.4		
7	MP211203.0005	Clayey/Silty sand	ASTM D698	11.8	121.0		

Field Test Data

Test No.	Test Location	Lift / Elev.	Mat. No.	Probe Depth (in)	Wet Density (pcf)	Water Content (pcf)	Water Content (%)	Dry Density (pcf)	Percent Compaction (%)
7	See attached diagram	0	2	12	112.7	10.3	10.1	102.4	93
8	See attached diagram	0	2	12	111.0	9.9	9.8	101.1	91
15	See attached diagram	0	3	12	130.3	4.4	3.5	125.9	93
16	See attached diagram	0	3	12	143.2	6.0	4.4	137.2	100+
20	See attached diagram	0	3	12	123.9	5.3	4.5	118.6	88
21	See attached diagram	0	3	12	120.4	6.2	5.4	114.2	85
22	See attached diagram	0	3	12	124.8	5.9	5.0	118.9	88
23	See attached diagram	0	3	12	138.7	7.6	5.8	131.1	97
24	See attached diagram	0	3	12	139.1	4.6	3.4	134.5	100
25	See attached diagram	0	3	12	146.4	8.0	5.8	138.4	100+
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27	See attached diagram	0	3	12	129.7	11.1	9.4	118.6	88
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29	See attached diagram	0	3	12	138.9	4.0	3.0	134.9	100
30	See attached diagram	0	3	12	138.1	5.6	4.2	132.5	98

Datum: Top of existing grade

S/N: 31864

Make: Troxler

Model: 3440

Std. Cnt. M: 703 **Std. Cnt. D:** 2009

Last Cal. Date: 01/03/2022

Comments:

Services:

Terracon Rep.: Kent Kruse

Reported To: Jay with Bolander

Contractor: Bolander

Report Distribution:

(1) Carl Bolander & Sons Inc, Todd Planting (1) Carl Bolander & Sons Inc, Norm Everson

Reviewed By:

Kevin Larson
Assistant Project Manager

Test Methods: ASTM D6938

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.



- Test
- ▲ Retested / Accepted
- ▲ ▲ Deviation

13400 15th Ave N
Plymouth, MN 55441-4532
763-489-3100
terracon.com

Material Testing at Otto Ped Property

Field Density Testing

Exhibit

A-1

Report Number: MP211203.0007	Service Date: 10/26/2022	Employee: Kruse, Kent	Scale: Refer to Drawing
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Carl Bolander & Sons, LLC Aerial Images

September 2022



August 2023



City Council Regular Meeting: January 16, 2024

AGENDA ITEM: Zoning Ordinance Text Amendment Request to Modify Section 11-5-2: Supplementary Regulations to allow for horseshoe or looped driveways with no more than two curb cuts within the RR-Rural Residential Zoning District.	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Julia Hogan, Planner	AGENDA NO. 6.k.
ATTACHMENTS: Ordinance , Applicants Narrative	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve the Text Amendment to the Zoning Ordinance Modifying Section 11-5-2: Supplementary Regulations to allow for horseshoe or looped driveways with no more than two curb cuts within the RR-Rural Residential Zoning District.	

BACKGROUND

SUMMARY

In 2022, City staff became aware that the property located at 12575 Biscayne Avenue had a second driveway connection to Biscayne Avenue, which per City Code only one curb cut is permitted per single family residential property. The City's seasonal code enforcement officer contacted the property owners regarding this code violation. The property owners explained that the new driveway and curb cut were temporary to bring in a large pool and materials for a new detached garage that was being built on site, but that the driveway would be closed with the completion of that construction. Staff sent a letter to the property owners on June 6, 2022, informing them that the City had not received a permit application for the driveway extension or the curb cut, and that the city would not have been able to approve a permit for the additional curb cut as it is not allowed per City Code. The letter also stated that the driveway must be brought into compliance with the zoning code as well as the ditch area where the additional curb cut was installed, would need to be restored to its original condition. The City's seasonal code enforcement officer met with the property owners onsite to discuss the code violation. The property owners wanted to explore options available to be able to keep both driveway accesses. A potential option that was discussed was to close the existing driveway and build a new one that would loop around and give access to the new garage on site. The property owners asked City staff if they could keep the temporary driveway until the completion of the detached garage, which staff agreed to, but staff did inform the property owners that after the completion of the detached garage that the driveway and ditch area would need to be restored to its original condition.

In June 2023, City staff were informed that the temporary secondary driveway had been paved and made permanent. Staff sent a letter to the property owners on June 21, 2023, stating that the City was aware that the secondary driveway was made permanent and that the driveway would need to be brought into compliance with the City code and the ditch area where the additional curb cut was located would need to be restored.

City staff were approached by the property owners about amending Section 11-5-2 of the City Code to allow for horseshoe/looped shaped driveways with no more than two curb cuts within the RR-Rural Residential zoning district. A majority of the Rural Residential zoned properties are located in the northwestern portion of the city. The Rural Residential district's purpose and intent is to provide for a large lot rural residential lifestyle which is separate from and not in conflict with commercial agricultural activities. The minimum lot requirements and setbacks for the RR zoning district are larger than the low-density residential districts. The minimum lot area allowed for RR zoned land is 2.5 acres for platted land and 5 acres for unplatted. With these properties being larger and setbacks being more restrictive, there is typically more driveway area established on these types of lots. Historically, there are a number of properties within this Rural Residential area of the city that have existing horseshoe/looped shaped driveways with two curb cuts to the roadway.

Staff reviewed the narrative that was submitted by the property owners as well as other communities' ordinances as they relate to driveway/curb cut standards. With that review, staff and the Planning Commission are recommending an amendment to the City Code which would allow for horseshoe or looped driveways with no more than two curb cuts within the RR-Rural Residential Zoning District.

PLANNING COMMISSION ACTION

The Planning Commission held a public hearing at its regular meeting on December 18, 2023, to review the item and receive public comment. The Commission inquired about the proposed amendment criteria, specifically to the minimum lot width requirement and access on non-city roads. Staff explained that the minimum lot width required for properties within the RR-Rural Residential zoning district is 200-feet and that the city does not have jurisdiction over state or county roads, which is why that is identified within the criteria of the amendment. The Commission wanted to confirm that the text amendment would need to be considered by itself and separate from the background information that was provided, including code enforcement issues, which staff agreed with.

The Commission heard from the applicant's representative during the public comment portion of this item. The representative thanked city staff for the opportunity to come to a solution with a text amendment to the City Code, as well as the thoroughness in reviewing surrounding cities' city codes in reference to this proposal.

The Commission asked about the code violation as it pertains to the applicant's driveway. Staff stated that multiple letters were sent to the property owners and as well as the city's seasonal code enforcement officer going out to the site to speak with the property owners. After discussions with the property owners and the property owner's representative, it was concluded that the best course of action would be for them to apply for a text amendment to the zoning ordinance to allow for horseshoe or looped shaped driveways with no more than two curb cuts within the Rural Residential zoning district. Staff also stated that the City Code is set up so that a notice is sent out to property owners to remedy situations or to come up with a solution with city staff to aim for code compliance. Further enforcement mechanisms include proceeding with prosecution through the Dakota County court system or abatement by the city.

The Planning Commission voted unanimously to recommend approval of the text amendment.

BACKGROUND

Legal Authority

Text amendments are considered legislative actions. In such cases, the City has a lot of discretion in its deliberations and the outcome of the request.

TEXT AMENDMENT

Staff reviewed the standards of driveways and as well as conditions associated with those standards in the Codes of other communities around the Twin Cities metropolitan area. Staff found that the surrounding cities of Eagan, Inver Grove Heights, Hastings, and Farmington did not specify the maximum number of curb cuts allowed per property. Lakeville was the only neighboring city that restricted the number of curb cuts, but they did allow for additional curb cuts if an administrative permit was approved. For an administrative permit to be approved the property would have to follow the criteria of the property having the minimum width of 125 feet and no access allowed to collector or arterial street as designated in the transportation plan where there is at least one other existing access to the property.

Staff also reviewed the codes of Chaska, Bloomington, Edina, Roseville, and Lino Lakes. The cities of Bloomington and Edina also allowed for two curb cuts per property, but with standards. Edina's standards included a requirement of a minimum distance between the two driveways, minimum lot width, and number of curb cuts allowed on collector streets.

Below is the proposed amendment to 11-5-2: Supplementary Regulations that was presented by the applicant.

Note:

(3) Number Of Curb Cuts: Only one curb cut shall be permitted from a street, provided:

(A) The required driveway setback shall be a minimum of five feet (5') from interior lot lines, and the greater of the applicable front yard setback or the required sight triangle from the street side yard property line on corner lots. In the event that a lot of record does not have sufficient width to meet the applicable driveway standards, the width and placement of the required driveway shall be subject to the approval of the city engineer.

(B) The proposed curb cut is in compliance with subsection [11-6-1G1](#) of this title.

(C) All district setback regulations for surface parking and impervious surface limitations are met. (Ord. B-158, 9-20-2005)

(D) A single-family lot of record in the Rural Residential zoning district may have a horseshoe or loop driveway, with no more than two curb cuts. The driveway must be constructed in accordance with the standards established by the City Engineer. The top inner arc of the drive shall be located a minimum of ten (10) feet from the right-of-way line or front property line, the owner must demonstrate that parked vehicles in said driveway shall not violate front yard setback ordinances, and the front yard area between the drive and the street must be landscaped with grass or other landscape material.

Below is what staff is recommending for the text amendment to Section 11-5-2: Supplementary Regulations of the City Code.

Note:

(3) Number Of Curb Cuts: Only one curb cut shall be permitted from a street, provided:

(A) The required driveway setback shall be a minimum of five feet (5') from interior lot lines, and the greater of the applicable front yard setback or the required sight triangle from the street side yard property line on corner lots. In the event that a lot of record does not have sufficient width to meet the applicable driveway standards, the width and placement of the required driveway shall be subject to the approval of the city engineer.

(B) The proposed curb cut is in compliance with subsection [11-6-1G1](#) of this title.

(C) All district setback regulations for surface parking and impervious surface limitations are met. (Ord. B-158, 9-20-2005)

(D) A single-family lot of record in the Rural Residential zoning district may have a horseshoe or loop driveway, with no more than two curb cuts, subject to the following criteria

1. The driveway must be constructed in accordance with the standards established by the City Engineer.
2. The property shall have a minimum width of two hundred feet (200').
3. The top inner arc of the drive shall be located a minimum of ten (10) feet from the front property line.
4. No access shall be allowed to a non-city road where there is at least one (1) other existing access to the property.

RECOMMENDATION

The Planning Commission and staff are recommending approval of the text amendment to modify Section 11-5-2: Supplementary Regulations to allow for horseshoe or looped shaped driveways with no more than two curb cuts within the RR-Rural Residential zoning district.

**City of Rosemount
Ordinance No. B-XXX**

**AN ORDINANCE AMENDING THE CITY OF ROSEMOUNT ZONING
ORDINANCE B ALLOWING FOR HORSESHOE OR LOOPED DRIVEWAYS WITH
NO MORE THAN TWO CURB CUTS WITHIN THE RR-RURAL RESIDENTIAL
ZONING DISTRICT**

THE CITY COUNCIL OF THE CITY OF ROSEMOUNT, MINNESOTA, ORDAINS that Ordinance B, adopted September 19, 1989, entitled “City of Rosemount Zoning Ordinance,” is hereby amended as follows:

Section 1. Rosemount Zoning Ordinance B, Section 11-5-2: Supplementary Regulations:

Note:

1. As designated by the transportation element of the comprehensive guide plan.
 - c. No accessory or principal structure shall be constructed within any easement.
(Ord. B-58, 3-6-1996)
 - d. In commercial, business park, industrial, multi-family residential and single-family developments, site plans or plats, no driveway from private property serving a commercial, business park, industrial, multi-family residential or single-family attached residential use entering a public or private street shall be less than twenty four feet (24') nor more than thirty six feet (36') in width (not including medians). One-way driveways shall be no less than twelve feet (12') wide. Single-family detached residential driveways are subject to the following requirements when connecting to and within the street right of way:
 - (1) Maximum Width: They shall not exceed twenty two feet (22') in width (curb cut radii excluded).
 - (2) Encroachment: Curb cut radii shall not encroach upon the boulevard of abutting properties.
 - (3) Number Of Curb Cuts: Only one curb cut shall be permitted from a street, provided:
 - (A) The required driveway setback shall be a minimum of five feet (5') from interior lot lines, and the greater of the applicable front yard setback or the required sight triangle from the street side yard property line on corner lots. In the event that a lot of record does not have sufficient width to meet the applicable driveway standards, the width and placement of the required driveway shall be subject to the approval of the city engineer.
 - (B) The proposed curb cut is in compliance with subsection [11-6-1G1](#) of this title.
 - (C) All district setback regulations for surface parking and impervious surface limitations are met. (Ord. B-158, 9-20-2005)
 - (D) A single -family lot of record in the Rural Residential zoning district may have a horseshoe or loop driveway, with no more than two curb cuts, subject to the following criteria.
 1. The driveway must be constructed in accordance with the standards established by the City Engineer.
 2. The property shall have a minimum width of two hundred feet (200').
 3. The top inner arc of the drive shall be located a minimum of ten (10) feet from the front property line.

4. No access shall be allowed to a non-city road where there is at least one (1) other existing access to the property.

Section 2. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

ENACTED AND ORDAINED into an Ordinance this 16th day of January, 2024.

CITY OF ROSEMOUNT

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

Larkin Hoffman

Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060

General: 952-835-3800

Fax: 952-896-3333

Web: www.larkinhoffman.com

October 26, 2023

Julia Hogan, City Planner
City of Rosemount
2875 145th Street West
Rosemount, MN 55068

**BY U.S. MAIL
and BY EMAIL**

Re: 12575 Biscayne Avenue

Dear Ms. Hogan:

We represent Nick and Lori Geller. The Gellers live at 12575 Biscayne Avenue (the “Property”) within the City’s Rural Residential District (“RR District”). In the summer of 2022, the Gellers applied for and received a permit to install an outdoor pool at their home. After selecting a premanufactured steel pool, the Geller’s installed a class 5 crushed rock drive separate from their existing driveway. This drive provided the oversized truck and crane safe access to the pool site for install. The City undertook the repaving of Biscayne Avenue that summer and at that time the City’s contractor observed that the Geller’s had two curb cuts- one serving their original driveway and the second driveway designed to accommodate the ongoing work on their home.

On June 6, 2022, the Geller’s received a written notice from your office to eliminate the second curb cut and restore the area to its original condition. The Geller’s were directed to follow up with code enforcement staff to discuss the issue. Code enforcement staff shared with the Gellers that the zoning ordinance allows a single driveway with a single permanent curb cut and that the separate driveway would need to be removed after construction on the pool was complete.

On July 25, 2022, the Geller’s sent an email to Code Enforcement asking whether retaining a portion of the separate driveway, specifically the second curb cut, to provide drive-thru access to a proposed garage might be possible. The next day, after an onsite meeting with Code Enforcement staff where Dr. Geller discussed the purpose of retaining the driveway, Dr. Geller understood that because there were no complaints from surrounding property owners and because neighbors had similar driveways in place, the Geller’s would not be required to remove the additional curb cut and a single driveway could be installed. With this in mind, the Gellers proposed connecting the temporary curb cut and their existing driveway to construct the pull through garage.

The Geller’s submitted and were approved by the City for a building permit for a separate detached garage utilizing the new single-circular drive. Garage construction was completed this

spring, with final permits approved by the City inspector, citing concerns related to the driveway. The driveway and garage as built are shown here.

On June 21, 2023, the Gellers received a notice of violation and order to remove the new driveway citing “a blatant and deliberate violation of the City code.” The Gellers did not intend to violate the City code or to act in bad faith. To remedy this, the Gellers are seeking a zoning text amendment pursuant to Section 11-10-11 of the zoning ordinance. The proposed text amendment is designed to permit circular, horseshoe or u-shaped driveways within the City’s rural residential district subject to City design standards. We understand from our initial conversations with City Attorney Tietjen, that staff is supportive of this approach, and we appreciate staff’s willingness to employ a creative solution here.



A footnote to Section 11-5-2 of the City Code contains the requirement that single-family detached residential homes are limited to a single curb cut. We propose the following revision to this section of the zoning ordinance to allow for “horseshoe” driveways within the RR District only.

(3) Number Of Curb Cuts: Only one curb cut shall be permitted from a street, provided:

(A) The required driveway setback shall be a minimum of five feet (5') from interior lot lines, and the greater of the applicable front yard setback or the required sight triangle from the street side yard property line on corner lots. In the event that a lot of record does not have sufficient width to meet the applicable driveway standards, the width and placement of the required driveway shall be subject to the approval of the city engineer.

(B) The proposed curb cut is in compliance with subsection 11-6-1G1 of this title.

(C) All district setback regulations for surface parking and impervious surface limitations are met.

(D) A single-family lot of record in the Rural Residential zoning district may have a horseshoe or loop driveway, with no more than two curb cuts. The driveway must be constructed in accordance with the standards established by the city engineer. The top inner arc of the drive shall be located a minimum of ten (10) feet from the right of way line or front property line, the owner must demonstrate that parked vehicles in said driveway shall not violate front yard setback ordinances, and the front yard area between the drive and the street must be landscaped with grass or other landscape material.

Within approximately 1500 feet of the Property, there are five existing horseshoe driveways. We believe that these are legally non-conforming driveways installed prior to the code revisions that limited the number of curb cuts. The existence of similar driveways ensures that approval of this provision does not change the broader character or nature of the RR District. As proposed, the draft amendment allows for engineering review to ensure that such a driveway can be installed safely and subject to City stormwater and traffic management standards. There may be some lots within the RR District where these types of driveways would be inappropriate because of the amount of lot frontage available or proximity to intersections or other driveways. The proposed language provides for staff review of new driveways on a case-by-case basis through the City's established permitting process.

Providing for a secondary curb cut in this case does not create more traffic or create more intensity. In emerging suburban areas, property owners may seek a secondary curb cut to provide access to an accessory building that houses business trucks and trailers, thereby creating the potential for increased traffic. Rather, the draft text amendment allows for additional curb cuts but only in the case where there is a shared driveway. This is similar to the driveway and use restrictions found in Chaska, Bloomington, Edina, Lino Lakes, Roseville and others where horseshoe drives are permitted subject to city specific standards. Furthermore, allowing additional flexibility in driveway design does not limit the future redevelopment of large lot properties within the City's RR District as evidenced by the adoption of these standards within suburban cities with minimum lot sizes starting at 7,500 square feet.

One of the significant benefits of the layout permitted by the proposed code revision is that it allows for vehicles to "pull through" a driveway and eliminates the need for vehicles to back out onto the road. The City has previously created design flexibility for driveways within certain areas of the City, requiring turnaround areas for properties on certain streets listed in Code Section 11-6-1(G). Approving this amendment is consistent with the City's past practice of considering driveway flexibility in light of increased safety needs. Very specifically as applied to the Gellers, approval of this text amendment and final driveway plans will allow the Gellers to pull their boats and trailers through the driveway and will altogether eliminate the need to back out onto Biscayne Avenue.

The proposed text amendment allows for flexibility for property owners within the RR District, moderated by City engineering standards. Horseshoe driveways are commonly found within the RR District and approval of such driveways will not change the character of the District or limit its future development. For the Gellers, approval of the proposed text amendment will allow them to retain the significant investment they have made in creating safer access for their Property.

With regard to the proposed text amendment, please find the following enclosed:

- City of Rosemount Zoning Ordinance Application ("Application");
- Check in the amount of \$1,800.00 for the Application fee; and
- Check in the amount of \$750.00 for Legal Review Fees.

Julia Hogan, City Planner
City of Rosemount
October 26, 2023
Page 4

Please do not hesitate to contact me or the Gellers with any questions or recommended revisions to the draft ordinance.

Sincerely,



Megan C. Rogers, for
Larkin Hoffman

Direct Dial: (952) 896-3395

Direct Fax: (952) 842-1847

Email: mrogers@larkinhoffman.com

cc: Mary Tietjen, City Attorney (by email - mtietjen@kennedy-graven.com)

4854-0628-1867, v. 1

City Council Regular Meeting: January 16, 2024

Tentative City Council Meeting: January 16, 2024

AGENDA ITEM:	Renewal of the Vesterra, LLC, and Stonex, LLC, Small Scale Mineral Extraction Permit for 2024.	AGENDA SECTION:	CONSENT AGENDA
PREPARED BY:	Anthony Nemcek , Senior Planner	AGENDA NO.	6.I.
ATTACHMENTS:	Site Map , Mineral Extraction Permit , PC Meeting Minutes Excerpt, Applicant's Narrative, Present Conditions and Plans, Site Aerials, Photos	APPROVED BY:	LJM
RECOMMENDED ACTION: Motion to recommend City Council approve renewal of the Vesterra, LLC, and Stonex, LLC, Small Scale Mineral Extraction Permit for 2024, subject to the terms and conditions in the attached 2024 Conditions for Mineral Extraction.			

BACKGROUND

Applicant:	Jonathan Wilmshurst of Vesterra, LLC and Stonex, LLC
Property Owner:	Flint Hills Resources
Operator(s):	Solberg Aggregates, Bolander and Sons, Frattalone Companies
Location	South of Bonaire Path, ¼ mile west of Blaine Ave.
Area in Acres	Vesterra – Northern 75 Acres along Bonaire Path Stonex – Southern 80 Acres directly south of Vesterra.
Comp Plan Designation	LI, Light Industrial
Current Zoning:	AG, Agriculture
Materials Removed in 2023:	Less than 25,000 cubic yards as of October

The City Council is being asked to consider an application from Jonathan Wilmshurst of Vesterra LLC/Stonex LLC to renew the Vesterra and Stonex mineral extraction permit for 2024. The subject properties are located south of Bonaire Path, ¼ mile west of Blaine Avenue (County Road 71). The properties are owned by Flint Hills Resources, which leases them back to the applicant for mineral extraction. While Flint Hills Resources and Vesterra, LLC/Stonex, LLC are parties to the application, the responsibility for securities and compliance with the conditions remains with Vesterra and Stonex as the property lessee. Upon review of the mineral extraction standards, police records and the information submitted by the applicant, the Planning Commission and staff recommend renewal of the permit for 2024.

PLANNING COMMISSION ACTION

The Planning Commission held a public hearing during its regular meeting on December 18, 2023, to review the request and receive public comment. No comments were received by the Commission, and it voted unanimously to recommend Vesterra and Stonex's Small-Scale Mineral Extraction Permit be renewed for 2024.

INFORMATION

Three operators are currently working in the overall mining area. Solberg Aggregates and Bolander and Sons are mining the northwestern portion of the mining area, and Frattalone Companies are operating in the southeast corner of the site. The 2024 mine plan shows each operator mining within their designated areas with each active mining area falling within the allowed mining area of 19 acres. The 2024 permit will be the fourth time all three operators were listed on the application materials, with the first year being in 2021. When Frattalone was added as an operator in the mine area, the applicant revised the haul route to allow a circular traffic pattern with trucks entering from Bonaire Path to the north and exiting along the farm road to Blaine Avenue to the east.

The applicant received their last permit renewal in January 2023. According to the applicant, mining activity decreased significantly from the 2022 volume of 120,000-140,000 yards removed. A few thousand yards were removed from the Solberg mining area, and only 20,000 yards from the area that Bolander mines and none from the Frattalone area in the southeastern portion of the site. No fill was brought into the site, which is consistent with prior years. Mining will continue to the west in the northern portion of the site and will continue south in the southeastern portion of the site as depicted in the 2024 mine plan. Reclamation has proceeded on the east end of the Vesterra pit floor. Plans by Bolander to start a large amount of floor reclamation in the spring of 2023 have been delayed as that area was used as a staging area for the FHR solar farm. Bolander is now intending to do the work next spring. Currently, more than eight acres have been reclaimed and approximately 15 acres of floor are open in total.

ISSUE ANALYSIS

Standards for Small Scale Mineral Extraction are detailed in Section 11-10-4 of the City Code. A summary review of the subject property is provided below with detailed conditions of operation listed in the attached Draft 2024 Conditions for Mineral Extraction Permit. The operation of this use meets or exceeds the applicable performance standards for small scale mineral extraction subject to the conditions listed in the attached permit. Staff toured the site and checked with the police to ascertain whether there were any complaints relating to the mining operation. The site visit illustrated that the mine appears to be operating in compliance with the permit; there were no public complaints cataloged with the police for 2023.

The subject property is zoned AG - Agriculture. Small scale mineral extraction is listed as an interim use within this district. The table below details the zoning, current land use, and future land use information for the surrounding properties. The sites to the west, south, and east are located within the current Metropolitan Urban Service Area (MUSA). It should be noted that some of the agricultural uses include associated residential uses and the applicant has a farming tenant operating on a portion of the subject property outside the active mining area.

Surrounding Land Use and Zoning Information			
Direction	Current Land Use	Guided Land Use	Zoning
North	Agriculture	Agriculture	Agriculture
South	Agriculture	Business Park Community Commercial (Part of the west half)	Agriculture
East	Agriculture	Light Industrial	Agriculture
West	Agriculture	Low Density Residential	Agriculture

Starting in 2020, traffic flow was switched so that all incoming traffic is routed through the northern entrance along Bonaire Path, while outgoing traffic follows the existing farmstead access road west to Blaine Avenue (County Road 71). This reconfiguration of traffic comes from the commencement of mining in the southern portion of the site immediately west of the existing farmstead (the Frattalone Area), where previously all access to the mine occurred at a gated entrance at the northeast corner of the Vesterra property along Bonaire Path. This flow change reduces truck traffic on Bonaire Path and provides more direct access to County Road 42.

The applicant is leasing the property, and the current lease runs through 2025. If the applicant and property owner determine that the lease will not be extended beyond that date, an updated reclamation plan should be submitted taking into account that mining activity will be truncated. The east end of the leased property, where there is no active mining taking place, has been released from the lease with Flint Hills Resources for the installation of solar panels in that area.

RECOMMENDATION

Staff recommends renewal of the Vesterra LLC and Stonex LLC Mineral Extraction Permit for 2024 based upon review of the information submitted by the applicant, the mineral extraction standards in Section 11-10-4 of the City Code, City Police records and the attached draft permit.



Mineral Extraction Permit
2024 Conditions for Mineral Extraction Permit
VESTERRA, LLC and STONEX, LLC

- A. By their signatures below, Vesterra, LLC and Stonex, LLC (hereinafter collectively referred to as the "Property Lessee") and Flint Hills Resources (herein after "the Property Owner") consent to these conditions, binding themselves and their successors, heirs or assigns to the conditions of this permit. Vesterra, LLC and Stonex, LLC are jointly and severally liable and responsible for compliance with all conditions of this permit and all requirements of law relating to the licensed activities. Mineral Extraction is an Interim Use in the Agriculture District of which the permit area is a part according to Ordinance B, the City of Rosemount Zoning Ordinance Regulations. Property Owner consents to entry onto the Subject Property by the City, the City's employees, agents, and contractors, as needed to inspect the work of the permit, enforce the conditions of the permit and undertake any work needed to comply with permit conditions including mine closing and reclamation.
- B. This permit is granted for the area designated as Solberg Phase 1, Bolander Phases 1 and 2, and Frattalone Phase 1 on Exhibit 1 Present Conditions and 2024 Mine Plan.
- C. The completion date of the overall mineral extraction process including site reclamation shall be no later than December 31, 2025 for the northern 75 acres, the Vesterra site. The completion date of the overall mineral extraction process including site restoration shall be no later than December 31, 2026 for the southern 80 acres, the Stonex site. The term of this permit shall extend from January 1, 2024 until December 31, 2024 unless revoked prior to that for failure to comply with the permit requirements. A mining permit fee of \$370.00 shall be paid to the City of Rosemount.
- D. All required permits from the State of Minnesota, County of Dakota and City of Rosemount (hereinafter "City") or any of their agencies shall be obtained and submitted to the City prior to the issuance of the permit. Failure by the Property Lessee to comply with the terms and conditions of any of the permits required under this paragraph shall be grounds for the City to terminate said mining permit.
- E. The final grading for the permit area shall be completed in accordance with the grading plan (Conceptual End Use Plan dated 1/13/05) labeled Exhibit 3, which is attached hereto, or as approved by the City Engineer, and any other conditions that may be imposed by the City from time to time.
- F. All gravel trucks and other mining related traffic shall enter the mining area from Bonaire Path (County Road 38) and exit via the private drive to Blaine Avenue. It shall be the Property Lessee's responsibility to obtain any access permits or easements necessary for ingress and egress. The location of the accesses and/or easements for ingress and egress shall be subject to approval by the City, as well as

the Dakota County Highway Department or the Minnesota Department of Transportation if applicable or if any changes occur relative to the mining process. The current locations of the access driveways are indicated on the Present Conditions and 2024 Mining Plan. Warning signs including “Trucks Hauling” shall be installed at the Property Owner’s expense as needed in accordance with Dakota County requirements. Any street improvements to Bonaire Path, County Road 71 or CSAH 42 necessary to accommodate the generated traffic shall be the sole responsibility of the Property Lessee.

- G. A plan for dust control shall be submitted to and subject to approval by the City. The Property Lessee shall clean dirt and debris from extraction or hauling operations related to the Mineral Extraction Permit from streets. After the Property Lessee has received 24-hour verbal notice, the City may complete or contract to complete the clean-up at the Property Lessee’s expense. In the event of a traffic hazard as determined by the City Administrator (or their designee) or Rosemount Police Department, the City may proceed immediately to complete or contract cleanup at Property Lessee’s expense without prior notification.
- H. The surface water drainage of the mining area shall not be altered so as to interfere, contaminate, or otherwise impact the natural drainage of adjacent property.
- I. No topsoil shall be removed from the site and the Property Lessee shall take necessary measures to prevent erosion of the stockpiled topsoil. The location of the stockpiled topsoil is located on Present Conditions and 2024 Mine Plan.
- J. Any costs incurred now or in the future in changing the location of existing public or private utilities including but not limited to pipelines, transmission structures and sewer infrastructure located within the permit area shall be the sole obligation and expense of the Property Lessee.
- K. All costs of processing the permit, including but not limited to planning fees, engineering fees and legal fees, shall be paid by the Property Lessee prior to the issuance of the permit. The Property Lessee shall reimburse the City for the cost of periodic inspections by the City Administrator or any other City employee for the purpose of insuring that conditions of the permit are being satisfied. The Property Lessee agrees to reimburse the City for any other costs incurred as a result of the granting or enforcing of the permit.
- L. The daily hours of operation for the mining area shall be limited to 7:00 a.m. to 7:00 p.m., Monday through Saturday subject to being changed by the City Council.
- M. The Property Lessee shall deposit with the Planning Department a surety bond or cash deposit in the amount of Seven Thousand, Five Hundred Dollars per acre (\$7,500.00/acre) for any active phase in favor of the City for the cost of restoration, regrading and/or revegetating land disturbed by mining activities and to ensure performance of all requirements of this agreement and City ordinances by Property Lessee. The required surety bonds must be:

- (1) With good and sufficient surety by a surety company authorized to do business in the State of Minnesota.
- (2) Satisfactory to the City Attorney in form and substance.
- (3) Conditioned that the Property Lessee will faithfully comply with all the terms, conditions and requirements of the permit; all rules, regulations and requirements pursuant to the permit and as required by the City and all reasonable requirements of the City Administrator (or his designee) or any other City officials.
- (4) Conditioned that the Property Lessee will secure the City and its officers harmless against any and all claims, or for which the City, the Council or any City officer may be made liable by reason of any accident or injury to persons or property through the fault of the Property Lessee.
- (5) The surety bond or cash deposit shall remain in effect from January 1, 2024 until July 31, 2025.

Upon thirty (30) days' notice to the Property Lessee and surety company, the City may reduce or increase the amount of the bond or cash deposit during the term of this permit in order to insure that the City is adequately protected.

- N. The Property Lessee shall furnish a certificate of comprehensive general liability insurance issued by insurers duly licensed within the State of Minnesota in an amount of at least Five Hundred Thousand and no/100 (\$500,000.00) Dollars for injury or death of any one person in any one occurrence, and at least One Million Five Hundred Thousand and no/100 (\$1,500,000.00) Dollars for injury or death of more than one person arising out of one occurrence and property damage liability in an amount of at least Two Hundred Fifty Thousand and no/100 (\$250,000.00) Dollars arising out of any one occurrence. The policy of insurance shall name the City as an additional insured and shall remain in effect from January 1, 2024 until July 31, 2025.
- O. No processing or mixing of materials shall occur on the site, except as approved by the Dakota County Environmental Management Department as incidental to a sand and gravel mining operation. Any such activities will be enclosed with snow or cyclone fencing or as approved by City staff. Construction of any ponding areas, wash plants or other processing or equipment brought to the site shall require additional site and grading plan information subject to review and approval of the City Engineer.
- P. The Property Lessee and the Property Owner shall hold the City harmless from all claims or causes of action that may result from the granting of the permit. The Property Lessee shall indemnify the City for all costs, damages or expenses, including but not limited to attorney's fees that the City may pay or incur in consequence of such claims.

- Q. The Property Lessee and the Property Owner shall comply with such other requirements of the City Council as it shall from time to time deem proper and necessary for the protection of the citizens and general welfare of the community.
- R. Complete mining and reclamation is required in all phases before any additional mining is authorized. Modifications or expansion of the mining areas must be approved in writing to the City. Property Lessee shall submit to the City annually a written report indicating the amount of material extracted from the site for the prior 12-month period.
- S. The Property Lessee shall incorporate best management practices for controlling erosion and storm water runoff as specified by the Minnesota Pollution Control Agency and the United States Environmental Protection Agency.
- T. The City of Rosemount shall have the ability to collect independent soil samples
- U. Reclamation shall include the replacement of the entire stockpile of topsoil on the mined area, reseeding and mulching necessary to re-establish vegetative cover for permanent slope stabilization and erosion control. The minimum depth of topsoil shall not be less than two inches after reclamation. Topsoil for reclamation shall conform to specifications on file with the City. No restored slopes may exceed a gradient of 25% or four to 1 (4:1).
- V. The Property Lessee must show how materials stockpiled for recycling will be processed and inform the City of all stockpiled materials.
- W. The Property Lessee may not assign this permit without written approval of the City. The Property Lessee will be responsible for all requirements of this permit and all City ordinances on the licensed premises for the permit period unless the Property Lessee gives sixty (60) days prior written notice to the City of termination and surrenders the permit to the City. The Property Lessee shall identify all Operators prior to their commencement of mineral extraction-related activities in the pit area. The City shall have the authority to cause all mineral extraction activities to cease at any time there is an apparent breach of the terms of this Permit.
- X. The Property Lessee shall maintain a “stock” gate (or equivalent) at the entrance to the property where the mining operation is located. The gate must be secured at 7:00 p.m. and at any time the pit is not in use.
- Y. There shall be no “haul-back” of materials from any other property or job site that would be imported to the property for fill or other purposes other than incidental concrete recycling as referred to in paragraphs O, V and FF; and topsoil imported for the purpose of re-establishing turf as accepted by the City.
- Z. Truck operators within the pit area shall not engage in practices involving slamming tailgates, vibrating boxes, using of “jake” or engine brakes (except in emergency situations) or other such activities that result in excessive noise.

- AA. The Property Lessee shall comply with directions from the City Engineer.
- BB. A landscaping plan shall be prepared subject to approval by City Staff, for the purpose of providing vegetative screening within the setback areas of the various phases of the mining area. Said landscaping shall be installed according to City standards, prior to commencement of operations within an adjacent phase area.
- CC. No retail activity is permitted on the site. Materials imported to the site are limited to materials to be recycled and mixed with aggregate extracted from the site and topsoil for reestablishing ground cover or turf.
- DD. Off-site mining connected with the reconstruction of County Road 38 or construction of Connemara Trail shall require separate project approval by the City Council. The site reclamation plan with proposed grades and future street alignments is subject to approval by the City Engineer.
- EE. The storage of equipment (unrelated to the sand and gravel mining and processing), manure, construction debris, or hazardous materials of any kind shall not be permitted on site. The placement of construction debris, manure, asphalt or hazardous materials in any form within the pit as fill shall be strictly prohibited.
- FF. The fill area re-grading and reclamation shall follow the procedures described in the Stonex LLC and Vesterra LLC Reclamation Protocol Rosemount, Minnesota. Stonex, LLC and Vesterra, LLC shall compact the entire reclamation site to a minimum compaction of 95% of maximum dry density. Reports shall be submitted to the City by August 1st and February 1st describing any fill importation from January 1st through June 30th and July 1st through December 31st respectively. The bi-annual reports submitted shall describe the quantities of material brought in, where the material came from, and the test results, including supporting analytical results of the materials.

IN WITNESS WHEREOF, Vesterra, LLC and Stonex, LLC hereby consents and agrees to the foregoing conditions of said mining permit this _____ day of _____, 20____.

Vesterra, LLC and Stonex, LLC

By: _____
Jonathan J. Wilmshurst, Owner

STATE OF MINNESOTA)
)**ss**
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Jonathan J. Wilmshurst, the Owner of Vesterra, LLC and Stonex, LLC

Notary Public

IN WITNESS WHEREOF, Flint Hills Resources, hereby consents and agrees to the foregoing conditions of said mining permit this _____ day of _____, 20____.

Flint Hills Resources

Its

[illegible]

The forgoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, Flint Hills Resources, Its _____, the Property Owner, on behalf of the company.

Notary Public

EXCERPT FROM THE DECEMBER 18, 2023 PLANNING COMMISSION MEETING MINUTES

- a. Renewal of the Vesterra, LLC, and Stonex, LLC, Small Scale Mineral Extraction Permit for 2024. Senior Planner Nemcek presented the application for a renewal of a small-scale mineral extraction permit for 2024 from Vesterra, LLC, and Stonex, LLC.

The public hearing opened at 6:35 pm. The public hearing was closed at 6:36 pm.

Motion by Kenninger **Second** by Reed
Motion to close the public hearing.

Ayes: 5.

Nays: None. Motion Carried.

Commissioner Comments:

Commissioner Reed thanked the applicant for being great to work with over the years as a partner.

Motion by Reed **Second by** Hebert

Motion to recommend City Council approve renewal of the Vesterra, LLC, and Stonex, LLC, Small Scale Mineral Extraction Permit for 2024, subject to the terms and conditions in the attached 2024 Conditions for Mineral Extraction.

Ayes: 5.

Nays: None. Motion Carried.

Vesterra, LLC and Stonex, LLC

Revised Annual Mining Permit Renewal Request for 2024

October 24, 2023

This has been a slow year with only 20K yards removed from the Bolander operation, a few thousand yards removed from the Solberg operation, and no activity at the Frattalone operation.

The attached plan shows how the existing Solberg and Bolander mining operations continue to advance slowly to the west on the northern Vesterra parcel. Frattalone operates on the southern Stonex parcel but there has been no activity so far this year. The main change from last year is that Bolander's mine face advanced in the south-west corner. There has been no additional stripping at either pit.

All storm water is collected in the stormwater pond at the east end of the Vesterra parcel or in the stormwater pond on the Stonex parcel. No storm water leaves either property, but rather evaporates or infiltrates. Mining does not approach the water table which is approximately thirty feet below the floor of the pit. The end-use plan has the final floor of the pit climbing at a 1% grade toward the southwest corner.

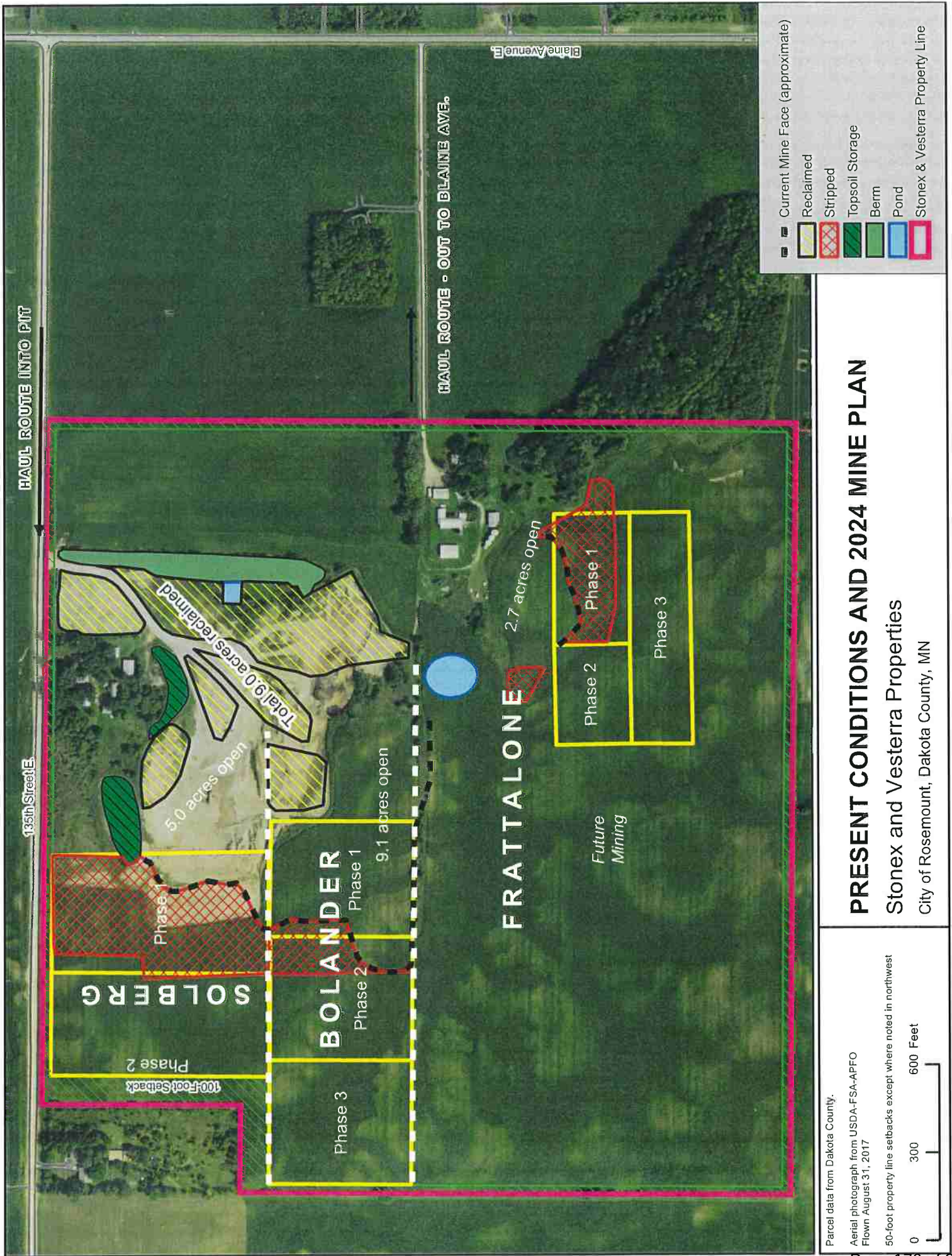
Reclamation has proceeded on the east end of the Vesterra pit floor as the mine plan shows. Bolander had intended to do quite a bit of reclamation work this year, but the area in question was used as a staging area for the adjacent solar farm, so they now Bolander now intends to do this work early next spring. Currently more than eight acres have been reclaimed and approximately 15 acres of floor are open in total. The operators have done a good job of coordinating their activities.

In 2020 traffic flow switched so that all inbound trucks enter on Bonaire Path, and all outbound trucks exit on the farm road east of the old Kraft farmhouse onto Co Rd 71. This traffic flow is shown on the attached plan. This flow minimizes structural loading on Bonaire Path, while maximizing public safety. The operators have done a good job of improving the condition of the exit road.

Dust control measures will be employed as follows: regular reclamation and planting/seeding of berms and pit floor will keep exposed soils to a minimum, and roads will be sprayed with water as necessary. In addition, the much lower elevation of the mine floor with the trees and vegetation that have sprouted in earlier areas of activity have been steadily reducing the exposed pit floor.

No fill materials were imported onto the site this year.

Vesterra/Stonex thanks the Rosemount Planning Commission and City Council for its consideration of this application for renewal.



PRESENT CONDITIONS AND 2024 MINE PLAN

Stonex and Vesteria Properties

City of Rosemount, Dakota County, MN



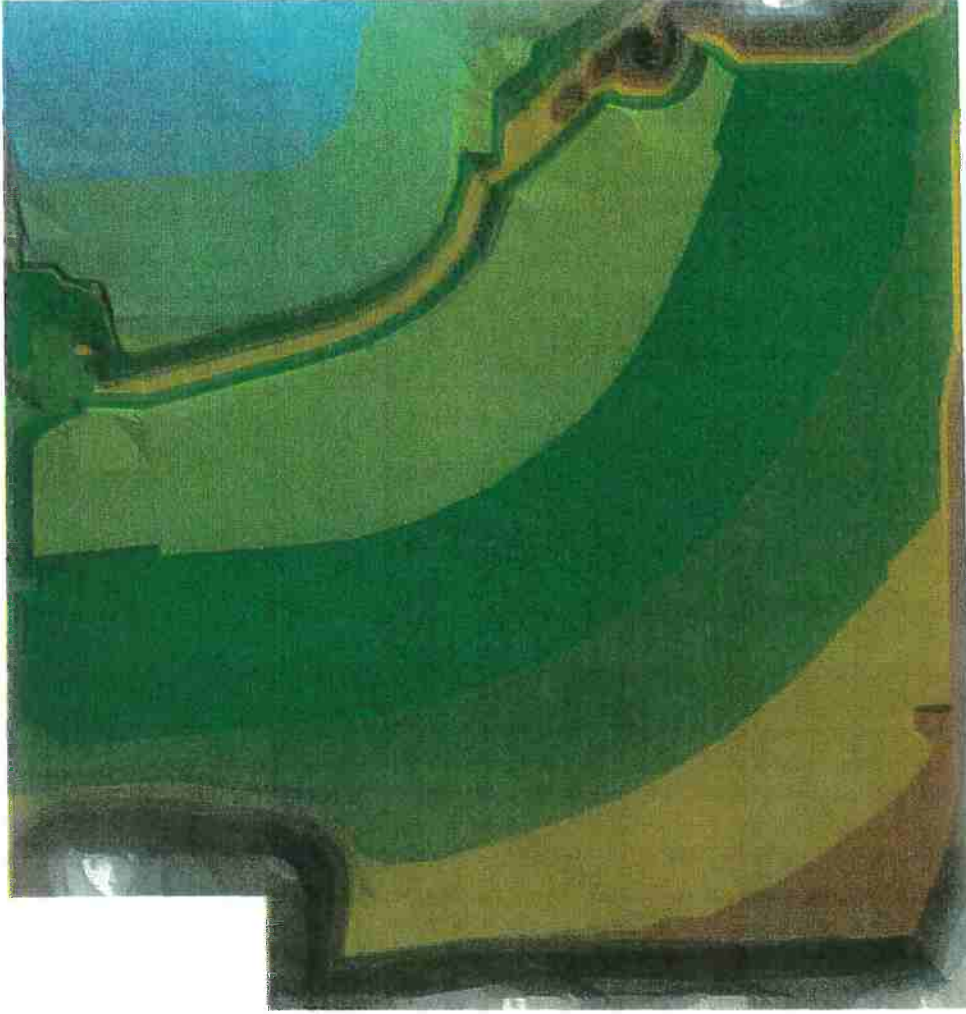
Grading Plan

Elevation

931 - 936
926 - 931
921 - 926
916 - 921
911 - 916
906 - 911
901 - 906
896 - 901
891 - 896
886 - 891
881 - 886
876 - 881
872 - 876

Total Volume Difference between current topography & grading plan (cu yds)	5,077,704
Approximate Overburden (cu yds)	450,000
Net Sand & Gravel (cu yds)	4,627,704
Net Sand & Gravel (tons)	6,941,556
Volume of Berm (cu yds)	84,000

Assumptions:
 100-foot setback around Darsoz parcel to northwest
 30-foot setback along remainder of west property line
 Zero setback along north and south property lines (mined
 topography will blend in with adjacent properties)
 Mine to elevations shown on grading plan
 1.5 tons per cubic yard



Parcel data from Dakota County
 50-foot property line setbacks except for northwest



MINE TO GRADING PLAN ELEVATIONS SCENARIO

Stonex and Vesteria Properties
 City of Rosemount, Dakota County, MN

Prepared for Vesteria, LLC
 I hereby certify that this plan, document, or report was prepared by
 me or under my direct supervision and that I am a duly Licensed
 Professional Geologist under the laws of the State of Minnesota.
 J.D. Lehr
 Reg. No. 30063
 Date: April 21, 2005

2023



2022













City Council Regular Meeting: January 16, 2024
 Tentative City Council Meeting: January 16, 2024

AGENDA ITEM: Renewal of the Shafer Contracting Co., Inc. Small Scale Mineral Extraction Permit for 2024	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Anthony Nemcek , Senior Planner	AGENDA NO. 6.m.
ATTACHMENTS: Site Location, 2024 Shafer Mineral Extraction Conditions , Excerpt from the December 18, 2023 Planning Commission Meeting Minutes, Current and Proposed Operation Plans, 2023 Density Report, Site Aerials, Photos	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approval the renewal of the Shafer Contracting Co., Inc. Small Scale Mineral Extraction Permit for 2024, subject to the terms and conditions in the attached Draft 2024 Conditions for Mineral Extraction.	

BACKGROUND

Applicant and property owner:	Shafer Contracting, Co. Inc.
Location:	¼ mile west of Rich Valley Blvd., 1 mile north of Bonaire Path East.
Area in acres:	93 acres total area, approximately 15 acres active in the western 100 feet of Phase 4 and all of Phase 5.
Comp Plan & Zoning:	93 acres total area, approximately 15 acres active in the western 100 feet of Phase 4 and all of Phase 5.
Extraction progress:	Phase 5 out of 7 (approximately 60% complete).
Material Removed/Hauled Back in 2023	11,698 yards removed/15,158 yards hauled back

The City Council is being asked to consider a request from Shafer Contracting Company, Inc. to renew the existing Small Scale Mineral Extraction Permit for its operation located within the 12000 Block of County Road 71 (one mile north of Bonaire Path East along Rich Valley Blvd.) in the northeastern portion of Rosemount. Small Scale Mineral Extraction is permitted in the City as an Interim Use within specified areas, and the permit for such uses expires after one year. The Shafer site has been operating as a mine for several years, and the request for renewal is consistent with similar renewals that have previously been issued for the site. The operator indicated that in effect no activity has occurred at the mine site and therefore the attachments and conditions are consistent with what was approved since 2018. The mine is used solely for projects associated with Shafer Contracting projects.

PLANNING COMMISSION ACTION

The Planning Commission held a public hearing during its meeting on December 18, 2023, to review the request and receive public comment. No public comments were received by the commission

during the hearing. The commission asked for clarification on what compaction testing is and why it's required. Staff provided a brief explanation. The Commission voted unanimously to recommend approval of the request by Shafer Contracting to renew its Small-Scale Mineral Extraction Permit for 2024.

INFORMATION

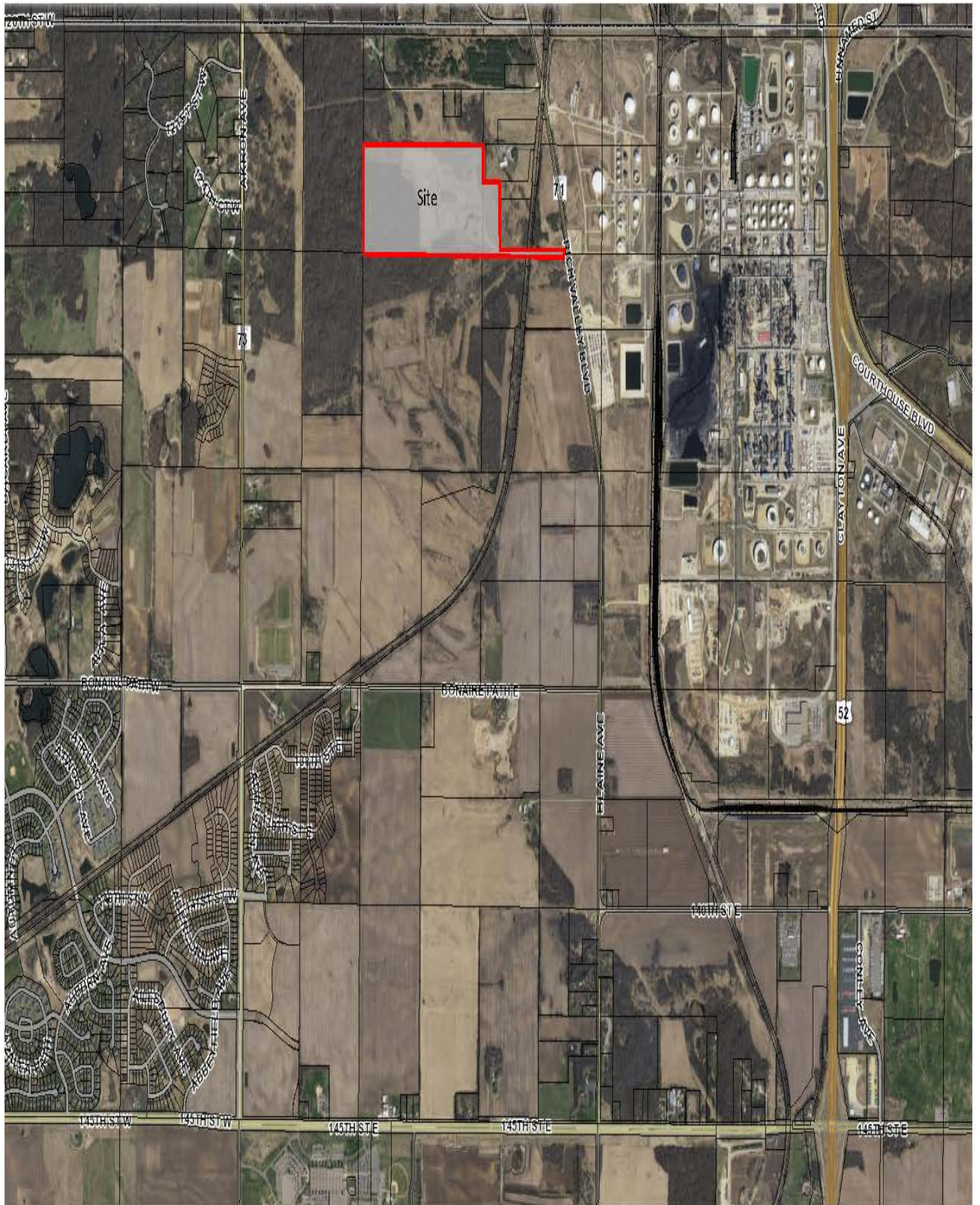
Shafer has been extracting minerals from the site since 1998 and has owned the property since 2000. The applicant reports that 11,698 cubic yards of sand or gravel were removed in 2023, and there were 15,158 cubic yards of haul-back or recycled material brought to the property over the past year. It is unclear what the expectations are for 2024, although the applicant wants to have the resource available should the need arise. The amounts extracted and brought in are significantly lower than they were in 2022, which were 53,975 cubic yards and 32,395 cubic yards, respectively.

Shafer would continue removing aggregate from Phase 5 as identified in the Proposed Operations and Reclamation Plan and depositing haul-back material in the middle 500 feet of phases 2, 3, and 4. Haul-back operations have a low elevation of about 850 feet in phases 3 and 4 and progress up to an 875 elevation in phase 2. In 2006, the City Council approved the haul-back operation if it complied with the following standards: from a MnDOT construction project, is clean fill material, does not contain organic matter, and meets a 95% compaction threshold. Shafer previously submitted test results for the haul back material through 2015, but in recent years had asked to delay the compaction testing due to the limited amount of haul-back material brought to the site, since 2015. Shafer conducted compaction testing of haul-back material in August 2023 that met the 95% compaction requirement.

As a part of the annual review of all mineral extraction permits, staff performs an inspection of the site and consults with the Rosemount Police Department regarding any police activity. No ordinance or permit condition violations were apparent during the inspection. Police records found no incidents at the subject property during 2023.

RECOMMENDATION

The site has had relatively little mining activity over the last several years. The issue of mining and haul-back is addressed in the IUP conditions. The Planning Commission and staff recommend renewal of the Small Scale Mineral Extraction Permit at the Shafer Contracting Co. Inc., mine for 2024.



Small Scale Mineral Extraction Permit
2024 Conditions for Small Scale Mineral Extraction Permit Renewal
SHAHER CONTRACTING COMPANY, INCORPORATED

- A. Shafer Contracting Co., Inc. (hereinafter "the Property Owner") signs a written consent to these conditions binding itself and its successors, heirs or assigns to the conditions of said permit.
- B. This permit is granted for the area designated as the western 100 feet of Phase 4 and all of Phase 5 (19.5 acres), on Exhibit A (Mining Operation and Phase Plan), which is attached hereto as one of the exhibits. Haul-back activities from Mn/DOT projects are permitted only within the middle 550 feet of Phase 2, Phase 3, and Phase 4 (19.5 acres), on entitled Proposed 2024 Operation.
- C. The term of the permit shall extend from January 1, 2024 until December 31, 2024 unless revoked prior to that for failure to comply with the permit requirements.
- D. All required permits from the State of Minnesota, County of Dakota and City of Rosemount (hereinafter "City") or any of their agencies shall be obtained and submitted to the City prior to the issuance of the permit. Failure by the Property Owner to comply with the terms and conditions of any of the permits required under this paragraph shall be grounds for the City to terminate said mining permit.
- E. The final grading for the permit area shall be completed in accordance with the grading plan Exhibit B (Proposed Reclamation and End Use Plan), which is attached hereto, or as approved by the City Engineer, and any other conditions as may be imposed by the City from time to time.
- F. All gravel trucks and other mining related traffic shall enter and exit the mining area from County Road 71 (Rich Valley Boulevard). It shall be the Property Owner's responsibility to obtain any access permits or easements necessary for ingress and egress. The location of the accesses and/or easements for ingress and egress shall be subject to approval by the City, as well as the County Highway Department or the Minnesota Department of Transportation if applicable or if any changes occur relative to the mining process. The current location of the access driveway is indicated on the Phasing Plan. A stop sign shall be installed at the driveway entrance to County Road 71, in accordance with standards on file with the City or County Highway Department. Warning signs including "Trucks Hauling" shall be installed at the Property Owner's expense as needed in accordance with Dakota County requirements.

- G. A plan for dust control shall be submitted to and subject to approval by the City. The Property Owner shall clean dirt and debris from streets that has resulted from extraction or hauling operations related to the Mineral Extraction Permit. After the Property Owner has received 24-hour verbal notice, the City will complete or contract to complete the clean-up at the Property Owner's expense. In the event of a traffic hazard as determined by the City Administrator (or the Administrator's designee) or Rosemount Police Department, the City may proceed immediately to complete or contract cleanup at Property Owner's expense without prior notification.
- H. The surface water drainage of the mining area shall not be altered so as to interfere, contaminate, or otherwise affect the natural drainage of adjacent property.
- I. No topsoil shall be removed from the site and the Property Owner shall take necessary measures to prevent erosion of the stockpiled topsoil. The location of the stockpiled topsoil shall be indicated on Exhibit C (Current Operations Map).
- J. Any costs incurred now or in the future in changing the location of existing public or private utilities including but not limited to pipelines, transmission structures and sewer infrastructure located within the permit area shall be the sole obligation and expense of the Property Owner.
- K. All costs of processing the permit, including but not limited to planning fees, engineering fees and legal fees, shall be paid by the Property Owner prior to the issuance of the permit. The Property Owner shall reimburse the City for the cost of periodic inspections by the City Administrator or any other City employee for the purpose of insuring that conditions of the permit are being satisfied. The Property Owner agrees to reimburse the City for any other costs incurred as a result of the granting or enforcing of the permit.
- L. The daily hours of operation for the mining area shall be limited to 7:00 a.m. to 7:00 p.m., Monday through Saturday, subject, however, to being changed by the City Council.
- M. The Property Owner shall deposit with the Planning Department a surety bond or cash deposit in the amount of Seven Thousand Five Hundred Dollars per acre (\$7,500.00/acre) for any active phase in favor of the City for the cost of restoration, regrading and/or revegetating land disturbed by mining activities and to ensure performance of all requirements of this agreement and City ordinances by Property Owner. The required surety bonds must be:
 - (1) With good and sufficient surety by a surety company authorized to do business in the State of Minnesota.
 - (2) Satisfactory to the City Attorney in form and substance.

- (3) Conditioned that the Property Owner will faithfully comply with all the terms, conditions and requirements of the permit; all rules, regulations and requirements pursuant to the permit and as required by the City and all reasonable requirements of the City Administrator (or the Administrator's designee) or any other City officials.
- (4) Conditioned that the Property Owner will secure the City and its officers harmless against any and all claims, for which the City, the Council or any City officer may be made liable by reason of any accident or injury to persons or property through the fault of the Property Owner.
- (5) The surety bond or cash escrow shall remain in effect from January 1, 2024 until July 31, 2025.

Upon thirty (30) days notice to the permit holder and surety company, the City may reduce or increase the amount of the bond or cash deposit during the term of this permit in order to insure that the City is adequately protected.

- N. The Property Owner shall furnish a certificate of comprehensive general liability insurance issued by insurers duly licensed within the State of Minnesota in an amount of at least Five Hundred Thousand and no/100 (\$500,000.00) Dollars for injury or death of any one person in any one occurrence, and at least One Million Five Hundred Thousand and no/100 (\$1,500,000.00) Dollars for injury or death of more than one person arising out of any one occurrence and damage liability in an amount of at least Two Hundred Fifty Thousand and no/100 (\$250,000.00) Dollars arising out of any one occurrence. The policy of insurance shall name the City as an additional insured and shall remain in effect from January 1, 2024 until July 31, 2025.
- O. No processing or mixing of materials shall occur on the site, except as approved by the Dakota County Environmental Health Department as incidental to a sand and gravel mining operation at which time such activities will be enclosed with snow, or cyclone fencing or as approved by City staff. Construction of any ponding areas, wash plants or other processing or equipment brought to the site shall require additional City Council approval and notification of adjacent property owners.
- P. The Property Owner shall hold the City harmless from all claims or causes of action that may result from the granting of the permit. The Property Owner shall indemnify the City for all costs, damages or expenses, including but not limited to attorney's fees that the City may pay or incur in consequence of such claims.
- Q. The Property Owner shall comply with such other requirements of the City Council as it shall from time to time deem proper and necessary for the protection of the citizens and general welfare of the community.

- R. Complete mining and reclamation is required in all phases before any additional mining is authorized. Modifications or expansion of the mining areas must be approved in writing to the City. Property Owner shall submit to the City semi-annually a written report indicating the amount of material extracted from the site for the prior six-month period. After said written report is submitted, the City shall perform an inspection of the site to confirm compliance with the conditions within this Mineral Extraction Permit.
- S. The Property Owner shall incorporate best management practices for controlling erosion and storm water runoff as specified by the Minnesota Pollution Control Agency and the United States Environmental Protection Agency.
- T. Reclamation requires the replacement of the entire stockpile of topsoil to the mined area, reseeding and mulching necessary to re-establish vegetative cover for permanent slope stabilization and erosion control, provided also that the minimum depth of topsoil shall not be less than two inches after reclamation. Topsoil for reclamation shall conform to specifications on file with the City. No restored slopes may exceed the gradients shown on exhibit Proposed 2024 Operation.
- U. The Property Owner must show how materials stockpiled for recycling will be processed and inform the City of all stockpiled materials.
- V. All recycling must be completed within the 280 feet of Phases 2, 3, as shown on exhibit Current Operation (2023). No recycling processes shall be allowed to continue into subsequent phases.
- W. The Property Owner may not assign this permit without written approval of the City. The Property Owner will be responsible for all requirements of this permit and all City ordinances on the licensed premises for the permit period unless the Property Owner gives sixty (60) days prior written notice to the City of termination and surrenders permit to the City. The Property Owner shall identify all Operators prior to their commencement of mineral extraction-related activities in the pit area. The City shall have the authority to cause all mineral extraction activities to cease at any time there is an apparent breach of the terms of this Permit.
- X. The Property Owner shall install and maintain a “stock” gate (or equivalent) at the entrance to the property where the mining operation is located. The gate must be secured at 7:00 p.m. and at any time the pit is not in use.
- Y. There shall be no “haul-back” of materials from any other property or job site that would be imported to the property for fill or other purposes other than incidental concrete recycling as referred to in paragraphs O, U and V; and topsoil imported for the purpose of re-establishing turf as accepted by the City; and earthen fill materials from Mn/DOT projects that further meets the requirements of testing in documents by American Engineering Testing, Inc., and which is used to replace sand and gravel mined below approved finish grades.
- Z. No mining activity will occur below the elevation of 840 feet above mean sea level. In no instance shall any mining activity occur within a groundwater aquifer.

- AA. Shafer Contracting Co., Inc. shall submit quarterly to the City documentation of the American Engineering Testing, Inc. (or other City approved geotechnical testing firm) environmental and geotechnical testing with documentation verifying the source and quantity of Mn/DOT generated “haul-back” material if requested. These reports shall be provided within 14 days after the end of the quarter.
- BB. Shafer Contracting Co., Inc. shall submit an incidence report to the City within three days of any testing that fails for contamination or hazardous materials, or will not produce a normal moisture-density relationship for compaction.
- CC. Shafer Contracting Co., Inc. shall compact the entire reclamation site to a minimum compaction of 95% of maximum dry density.
- DD. Truck operators within the pit area shall not engage in practices involving slamming tailgates, vibrating boxes, using of “jake” or engine brakes (except in emergency situations) or other such activities that result in excessive noise.
- EE. Fully reclaimed areas will be permanently seeded within 14 days of final completion. All disturbed non-operating areas shall be seeded at a minimum of once per year, prior to October 1 with MnDOT seed mix 130B. Operating areas including working faces, material stockpiles, haul roads, staging areas, and active reclamation areas are not required to be seeded.
- FF. The City of Rosemount shall have the ability to collect independent soil and water samples.

IN WITNESS WHEREOF, Shafer Contracting Company, Inc. the Property Owner, hereby consents and agrees to the foregoing conditions of said mining permit this _____ day of _____, 20____.

Shafer Contracting Co., Inc.

By: Frank Weiss, Its President

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Frank Weiss, President of Shafer Contracting Company, Inc., the Property Owner, on behalf of the Corporation.

Notary Public

EXCERPT FROM THE DECEMBER 18, 2023, PLANNING COMMISSION MEETING MINUTES

b. Renewal of the Shafer Contracting Co., Inc. Small Scale Mineral Extraction Permit for 2024

Senior Planner Nemcek presented the application for a renewal of a small-scale mineral extraction permit for 2024 from Shafer Contracting Company.

Commissioner Whitman asked for clarification on the compaction testing requirement. Senior Planner Nemcek stated that the soil needs to be compacted to at least ninety-five percent (95%) in order for the soil and land to be redeveloped in the future. Nemcek noted that the soil compaction testing results met that minimum requirement.

The public hearing opened at 6:42 pm. The public hearing closed at 6:43 pm.

Motion by Kenninger Second by Reed

Motion to close the public hearing.

Ayes: 5.

Nays: None. Motion carried.

Commissioner Comments:

Chair Kenninger expressed thanks for cooperation and consistency in mining operations from the applicant.

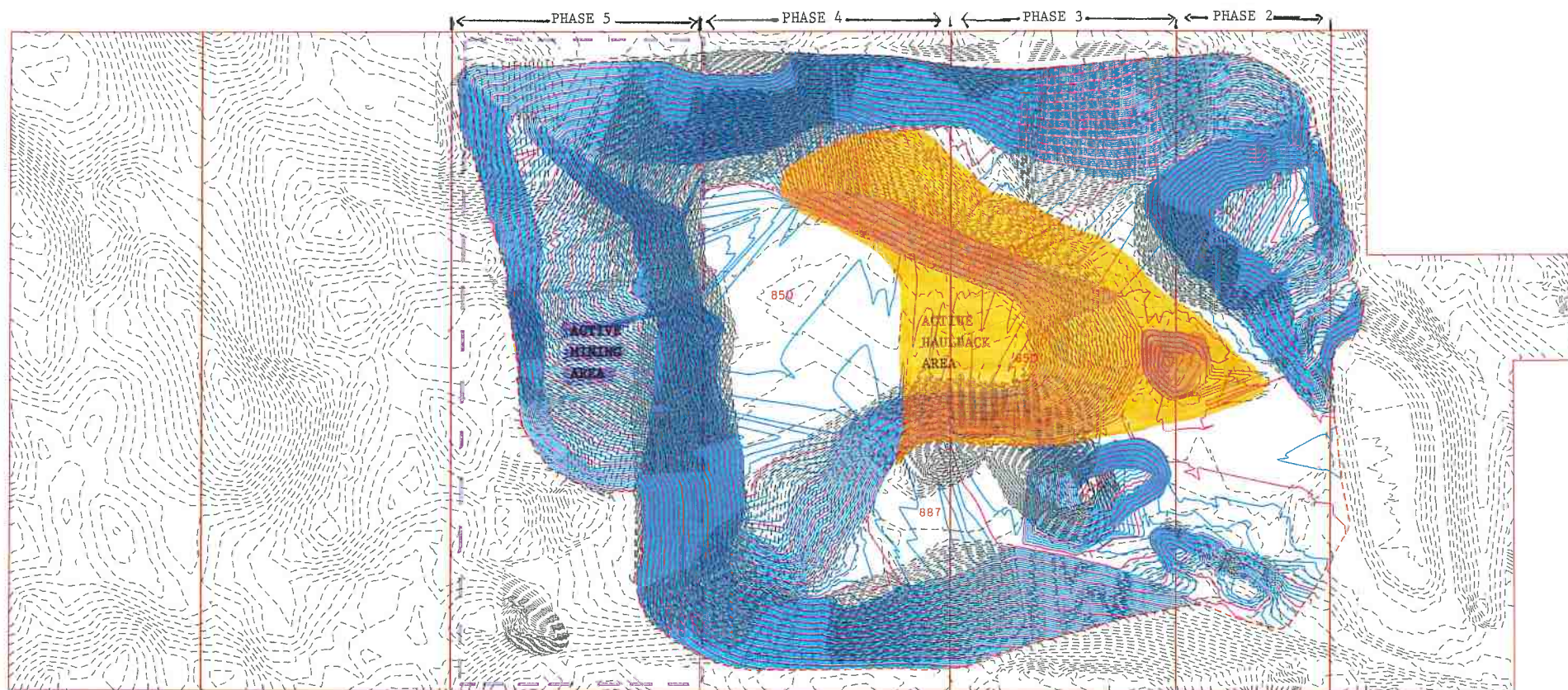
Motion by Kenninger Second by Thiagarajan

Motion to recommend the City Council renew the Shafer Contracting Co., Inc. Small Scale Mineral Extraction Permit for 2024, subject to the terms and conditions in the attached Draft 2024 Conditions for Mineral Extraction.

Ayes: 5.

Nays: None. Motion Carried.

JOHNSON PIT
2023

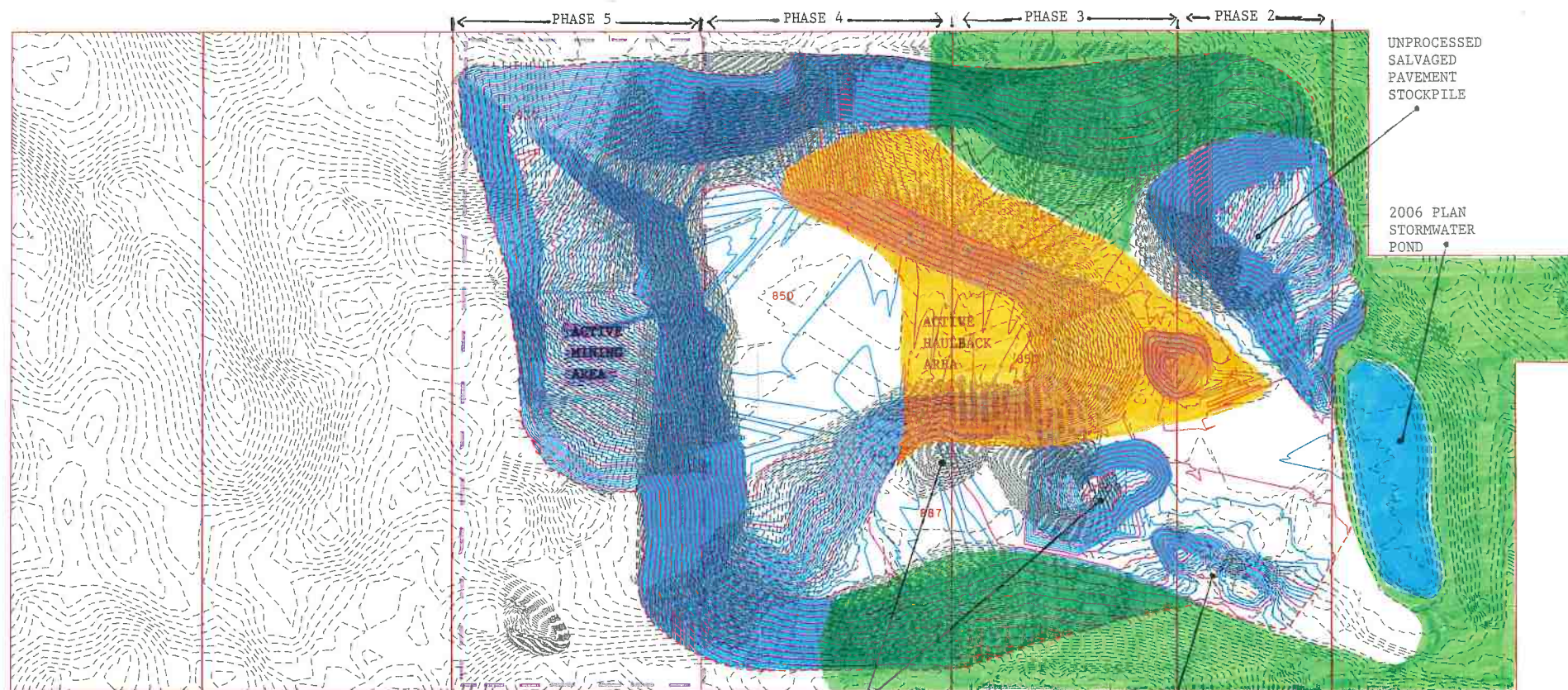


Proposed 2024 Operation



10/25/2023

JOHNSON PIT 2023



Current Operation (2023)

RECYCLED AGGREGATE
BASE STOCKPILE

UNPROCESSED
SALVAGED PAVEMENT
STOCKPILE



10/25/2023



American Engineering Testing, Inc.
St. Paul Construction Services
550 Cleveland Ave N
St. Paul, MN 55114
(651) 659-9001
www.teamAET.com

Report No: ND:AET-125364

Issue No: 1

Field Density Test Report

Client: Shafer Contracting Co., Inc

CC:

Project: Shafer-Johnson Pit

12213 Blaine Avenue East
Rosemount MN

Job No: P-0015895

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

Date of Issue:

9/22/2023

Reviewed By:

Justin Eikeland

Testing Details

Tested By: Kyle Pfluger Date Tested: 8/16/2023
Field Methods: ASTM D 6938
Gauge Make/Model: Troxler 3440 (NUCLEAR DENSITY GAUGE) Test Mode: Direct Transmission
Standard Count: Density: Serial Number: 36457
Standard Count: Moisture: Weather: Sunny

Proctor Information

Sample ID	Material	Method	MDD (lb/ft ³)	OWC (%)
AET-079565-S1	Sand w/ Silt and Gravel, fine to medium grained, brown (SP-SM)	ASTM D 1557 (B)	137.4	7.3

Test Results

Test No.	Method	Proctor Sample ID	Probe Depth (in.)	Wet Density (lb/ft ³)	Water Content (%)	OWC Var (%)	Dry Density (lb/ft ³)	Comp (%)	Comp Spec (%)	Results
1	D 6938	AET-079565-S1	12	141.7	7.3	+0.0	132.1	96	≥95	OK
2	D 6938	AET-079565-S1	12	141.0	7.3	+0.0	131.4	96	≥95	OK
3	D 6938	AET-079565-S1	12	140.2	7.2	-0.1	130.8	95	≥95	OK
4	D 6938	AET-079565-S1	12	143.7	7.5	+0.2	133.7	97	≥95	OK
5	D 6938	AET-079565-S1	12	139.8	7.2	-0.1	130.4	95	≥95	OK

Location

General Location: Fill

Test No.	Location	Test Elev/Depth (ft)
1	44.7706138, -93.0676321	
2	44.7706164, -93.0677618	
3	44.7707647, -93.0678745	
4	44.7707973, -93.0681936	
5	44.7707164, -93.0681833	

Comments

Our compaction testing was done on a will-call basis. This level of involvement does not allow a complete evaluation of the compaction levels & soil types for the entire fill system. The tests only provide compaction and soil type data for the specific locations & elevations tested. Our services for this project have been conducted to those standards considered normal for services of this type at this time and location. Other than this, no warranty, either expressed or implied, is intended.

Legend

OWC = Optimum Water Content
MDD = Maximum Dry Density
OK = All Results Meet Specification



American Engineering Testing, Inc.
St. Paul Construction Services
550 Cleveland Ave N
St. Paul, MN 55114
(651) 659-9001
www.teamAET.com

Field Density Test Report

Report No: ND:AET-126509

Issue No: 1

Client: Shafer Contracting Co., Inc

CC:

Project: Shafer-Johnson Pit

12213 Blaine Avenue East
Rosemount MN

Job No: P-0015895

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Date of Issue:

9/22/2023

Reviewed By:

Justin Eikeland

Testing Details

Tested By: Kyle Pfluger Date Tested: 8/18/2023
Field Methods: ASTM D 6938
Gauge Make/Model: Troxler 3440 (NUCLEAR DENSITY GAUGE) Test Mode: Direct Transmission
Standard Count: Density: Serial Number: 36457
Standard Count: Moisture: Weather: Sunny

Proctor Information

Sample ID	Material	Method	MDD (lb/ft³)	OWC (%)
AET-079565-S1	Sand w/ Silt and Gravel, fine to medium grained, brown (SP-SM)	ASTM D 1557 (B)	137.4	7.3

Test Results

Test No.	Method	Proctor Sample ID	Probe Depth (in.)	Wet Density (lb/ft³)	Water Content (%)	OWC Var (%)	Dry Density (lb/ft³)	Comp (%)	Comp Spec (%)	Results
1	D 6938	AET-079565-S1	12	144.9	8.0	+0.7	134.2	98	≥95	OK
2	D 6938	AET-079565-S1	12	140.7	8.1	+0.8	130.2	95	≥95	OK
3	D 6938	AET-079565-S1	12	142.0	8.3	+1.0	131.1	95	≥95	OK
4	D 6938	AET-079565-S1	12	147.5	7.5	+0.2	137.2	100	≥95	OK
5	D 6938	AET-079565-S1	12	145.7	7.8	+0.5	135.2	98	≥95	OK
6	D 6938	AET-079565-S1	12	146.8	7.1	-0.2	137.1	100	≥95	OK

Location

General Location: Pit Fill

Test No.	Location	Test Elev/Depth (ft)
1	44.7705572, -93.0675523	
2	44.7706752, -93.0676971	
3	44.7706612, -93.0679100	
4	44.7707750, -93.0681360	
5	44.7707378, -93.0682104	
6	44.7708019, -93.0685658	

Comments

Our compaction testing was done on a will-call basis. This level of involvement does not allow a complete evaluation of the compaction levels & soil types for the entire fill system. The tests only provide compaction and soil type data for the specific locations & elevations tested. Our services for this project have been conducted to those standards considered normal for services of this type at this time and location. Other than this, no warranty, either expressed or implied, is intended.

Legend

OWC = Optimum Water Content
MDD = Maximum Dry Density
OK = All Results Meet Specification



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St. Paul Construction Services
550 Cleveland Ave N
St. Paul, MN 55114
(651) 659-9001
www.teamAET.com

Field Density Test Report

Report No: ND:AET-127061

Issue No: 1

Client: Shafer Contracting Co., Inc

CC:

Project: Shafer-Johnson Pit

12213 Blaine Avenue East
Rosemount MN

Job No: P-0015895

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

Date of Issue:

9/22/2023

Reviewed By:

Justin Eikeland

Testing Details

Tested By:	Matt Denkinger	Date Tested:	8/23/2023
Field Methods:	ASTM D 6938		
Gauge Make/Model:	CPN MC1 Elite Series	Test Mode:	Direct Transmission
Standard Count: Density:	4165	Serial Number:	31576
Standard Count: Moisture:	975	Weather:	Sunny

Proctor Information

Sample ID	Material	Method	MDD (lb/ft³)	OWC (%)
AET-115460-S18	Silty Sand, a little gravel, fine to medium grained, dk brown (SM)	ASTM D 1557 (B)	133.6	7.9

Test Results

Test No.	Method	Proctor Sample ID	Probe Depth (in.)	Wet Density (lb/ft³)	Water Content (%)	OWC Var (%)	Dry Density (lb/ft³)	Comp (%)	Comp Spec (%)	Results
1	D 6938	AET-115460-S18	12	136.8	8.3	+0.4	126.3	95	≥95	OK
2	D 6938	AET-115460-S18	12	138.9	8.3	+0.4	128.3	96	≥95	OK
3	D 6938	AET-115460-S18	12	136.8	7.5	-0.4	127.3	95	≥95	OK
4	D 6938	AET-115460-S18	12	142.4	8.4	+0.5	131.4	98	≥95	OK
5	D 6938	AET-115460-S18	12	141.3	7.8	-0.1	131.1	98	≥95	OK
6	D 6938	AET-115460-S18	12	138.0	8.1	+0.2	127.7	96	≥95	OK

Location

General Location: Pit Fill

Test No.	Location	Test Elev/Depth (ft)
1	44.7704, 93.0675	Elevation
2	44.7704, 93.0677	Elevation
3	44.77044, 93.06768	Elevation
4	44.77053, 93.06794	Elevation
5	44.77056, 93.06779	Elevation
6	44.77051, 93.06758	Elevation

Comments

Our compaction testing was done on a will-call basis. This level of involvement does not allow a complete evaluation of the compaction levels & soil types for the entire fill system. The tests only provide compaction and soil type data for the specific locations & elevations tested. Our services for this project have been conducted to those standards considered normal for services of this type at this time and location. Other than this, no warranty, either expressed or implied, is intended.

Legend

OWC = Optimum Water Content
MDD = Maximum Dry Density
OK = All Results Meet Specification



American Engineering Testing, Inc.
 St. Paul Construction Services
 550 Cleveland Ave N
 St. Paul, MN 55114
 (651) 659-9001
 www.teamAET.com

Field Density Test Report

Report No: ND:AET-127061

Issue No: 1

Client: Shafer Contracting Co., Inc

CC:

Project: Shafer-Johnson Pit

12213 Blaine Avenue East
 Rosemount MN

Job No: P-0015895

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

Date of Issue:

9/22/2023

Reviewed By:

Justin Eikeland

Test Results

Test No.	Method	Proctor Sample ID	Probe Depth (in.)	Wet Density (lb/ft³)	Water Content (%)	OWC Var (%)	Dry Density (lb/ft³)	Comp (%)	Comp Spec (%)	Results
7	D 6938	AET-115460-S18	12	139.2	7.3	-0.6	129.7	97	≥95	OK

Location

General Location: Pit Fill

Test No.	Location	Test Elev/Depth (ft)	Elevation
7	44.77044, 93.06736		

Comments

Our compaction testing was done on a will-call basis. This level of involvement does not allow a complete evaluation of the compaction levels & soil types for the entire fill system. The tests only provide compaction and soil type data for the specific locations & elevations tested. Our services for this project have been conducted to those standards considered normal for services of this type at this time and location. Other than this, no warranty, either expressed or implied, is intended.

Legend

OWC = Optimum Water Content
 MDD = Maximum Dry Density
 OK = All Results Meet Specification

2023



2022











City Council Regular Meeting: January 16, 2024

Tentative City Council Meeting: January 16, 2024

AGENDA ITEM:	Renewal of the Dakota Aggregates Large Scale Mineral Extraction Permit for 2024	AGENDA SECTION:	CONSENT AGENDA
PREPARED BY:	Anthony Nemcek , Senior Planner	AGENDA NO.	6.n.
ATTACHMENTS:	Site Location, Draft Large Scale Mineral Extraction Permit , Excerpt from the December 18, 2023 Planning Commission Meeting Minutes, Narrative, Interim Use Permit History Chart, Summary of Noise Complaints, North Mine Plan, North Mining Aerials, South Mine Plan, South Mine Aerials, Site photos	APPROVED BY:	LJM
RECOMMENDED ACTION: Motion to renew the Dakota Aggregates Large Scale Mineral Extraction Permit for 2024, subject to the terms and conditions in the attached 2024 Draft Conditions for Mineral Extraction Permit			

BACKGROUND

Dakota Aggregates has applied for the annual renewal of their large-scale mineral extraction permit (LSMEP) on the UMore property owned by the University of Minnesota. An annual operating permit is required for all gravel operations within the City, and the Dakota Aggregates permit was last renewed in January 2023. None of the ancillary uses, including the aggregate processing facilities, concrete product casting yard and concrete and asphalt production aren't due for renewal until the end of 2024. Due to the interconnected nature of the mineral extraction and processing activities taking place on the site, any concerns with the other activities may be reviewed as part of the LSME permit discussion. For 2024, Dakota Aggregates will decrease the overall active mining area in the north by 10.28 acres, due to the fact that land continues to be reclaimed and turned over to the University of Minnesota for agricultural use. There will be a slight reduction in the overall active mining area in the southern mining area due to expansion of open water associated with the wet mining activity. The applicant will continue actively mining in phase 3 of the north mining area in an effort to speed up completion of mining in areas that may impact future development.

Applicant:	Dakota Aggregates, LLC, 2025 Center Pointe Boulevard Suite 300, Mendota Heights, MN
Property Owner:	University of Minnesota (UMore Development, LLC), 1300 South 2 nd Street Suite 208, Minneapolis, MN
Location:	Northwest corner of County Road 46 and Station Trail; and ¼ mile south of County Road 42 (active mining areas)
Mining Area In Acres:	134.34 acres total area; 60.35 acres about ¼ mile south of County

	Road 42 (Dry Mining) and 73.99 acres at the northwest corner of County Road 46 and Station Trail (Dry/Wet Mining).
Comp Plan and Zoning	Future Land Use: LDR Low Density Residential, MDR Medium Density Residential, and CC Community Commercial in North Mining Area and Agricultural Research in South Mining Area/Zoning: Agricultural for all Subject Property
Extraction progress:	11 Phases (4 partial) of 16
Nature of request:	Annual Renewal

PLANNING COMMISSION ACTION

The Planning Commission held a public hearing during its meeting on December 18, 2023, to review the request and receive public comment. Following the presentation of the renewal request by staff, the Commission asked how noise concerns are addressed and, if complaints are received, do they get forwarded to the applicant. Staff confirmed that there is ongoing communication with the applicant and that any complaints are provided to the applicant. The Commission also asked about timing of the progression of mining as it relates to the continued development of Amber Fields. Staff explained that how fast mining progresses is dependent on the types of projects that require the products being extracted by Dakota Aggregates.

The Planning Commission received one comment during the public hearing related to regulations on noise from machinery at night. The Applicant responded to the questions posed by the Commission and described the berming used around the site to mitigate impacts on adjacent properties. The Applicant also described measures taken to reduce sound beyond the site boundaries such as limiting reverse alert sounds on loading equipment, but reiterated that Dakota Aggregates is permitted to operate 24 hours a day.

The Commission voted unanimously to recommend the City Council renew Dakota Aggregates' Large-Scale Mineral Extraction Permit for 2024.

Legal Authority

The large-scale mineral extraction renewal approval is a quasi-judicial action, meaning that if the application meets the City Code, the large-scale mineral extraction permit conditions and interim use permit regulations, then the large-scale mineral extraction renewal must be approved. Staff supports approval of the large-scale mineral extraction renewal and finds that it is substantially in conformance with the approved large-scale mineral extraction permit and the interim use permit regulations with recommended conditions. The detailed analysis of this finding is provided below.

In accordance with the Zoning Ordinance, the purpose of the annual operating permit “is to provide an opportunity for the city council to review the operation of the mine, gather public comment on the operation, modify any permit conditions as necessary to address adverse impacts that arise from the operation, and revise the phases and/or subphases of the mine. The large-scale mineral extraction interim use permit provides a zoning basis for the mine provided the city issues an annual operating permit”.

History and Context

The City of Rosemount approved a Large-Scale Mineral Extraction Permit for Dakota Aggregates in late

2012. This action established the overall zoning permit for the mining and extraction activities that were planned for the property. Since the initial site approval, the applicant (or other parties working with the applicant) has brought forward requests for the various interim uses allowed under the ordinance and mining permit. The applicant has also received approval for the annual renewal of the mineral extraction use in subsequent years. In order to clarify the approvals that have been granted for the site, staff has prepared the attached Interim Use Permit summary chart that highlights the annual reviews completed for the operation.

The current request is specific to the annual renewal of the large-scale mineral extraction permit. The other auxiliary uses identified in the above chart have been approved or renewed by the City and are operating within their approved timeframes and in compliance with approval conditions. Please note that the Interim Use Permit (IUP) for the aggregate processing facility was extended in 2020 and is now valid through 2024. There are five years remaining for complete excavation and restoration in the northern mining area, which must be completed by 2028. The applicant has stated in the past that the mining in the north area is proceeding ahead of schedule, with approximately 87 acres reclaimed and turned back to the University of Minnesota for agricultural use. This area has increased by 16 acres since the last renewal. Aerials showing the change from last year are attached to this report. The northern haul road was decommissioned in 2021, and aggregate is no longer being sold and hauled out of the northern mining area. The loading and hauling of materials from this area has been the source of noise complaints due to the sound generated by trucks' back-up alarms and the slamming of tailgates. While mineral extraction is still occurring in the north mining area, it's being conveyed to the south for processing.

The applicant is not requesting any changes to the terms of the permit, including the hours of operation approved with previous permits. Mineral extraction operations are permitted for up to 24 hours each day. Loading and hauling had been permitted in the north mining area between the hours of 6:00 AM -10:00 PM Monday through Friday and Saturday 7:00 AM – 7:00 PM, but as stated, no longer occurs. The following is a brief summary of the operating hours that have been approved with previous permits. The current request is consistent with the hours of operation in place since 2014.

Year	Activity	Hours	Notes
2014-2023	Wet/Dry Mining including conveyor system (both north and south mines)	24 hours/7 days a week	
2014-2021*	Loading and Hauling (north mining area)	M-F 6-10 Sat. 7-7	24 hour operation allowed for no more than 3 public projects (MnDOT) per year.
2015-2024	Aggregate Processing (located in south ancillary use area)	24 hours/7 days a week	
2015-2024	Loading and Hauling	24 hours/7	Limited to TH46

	(southern processing area and south mine)	days a week	
--	---	-------------	--

* Loading and hauling in the north mining area ceased in 2021.

The Applicant had requested a dialogue with staff over potentially reducing the frequency of the renewals due to the fact that significant resources must be allocated to develop the submittal materials required for a Large Scale Mineral Extraction Permit renewal. Generally, staff is supportive of the idea of moving to a truncated annual renewal with a full submittal required on a biannual or triannual basis. Staff will be incorporating this change in renewal frequency in the zoning code update that is currently in process, and further context regarding the change will be presented to the Commission and Council prior to review and adoption. At this time, no such change is being formally requested.

The proposed permit is similar to the permit approved in the past two years. The applicant received approval in 2021 to expand into Phase 3 of the northern mining area, which allows the applicant to focus on completing the extraction in the northeast corner of that mining area, which is closest to the Amber Fields development. Once completed, this will provide some separation between areas of active mining and potential new development. That applicant will continue to draw down the sand stockpile in sub-phase 1A which currently contains 55,000 tons of sand, a reduction of 9,000 tons from the last renewal.

In the southern mining area, the applicant is not proposing to expand into any new phases in 2024 and will instead continue to mine in the previously approved areas and mining below the groundwater elevation within those areas. Starting in 2020, Dakota Aggregates brought in a dredging barge and related equipment (conveyors) to continue mining from the surface of the open water until the lowest permitted elevation is achieved. This process is described as follows in the applicant's annual narrative report:

In 2020, Dakota Aggregates constructed a new floating twin 16 CY clamshell dredge to continue underwater mining. Clamshell dredges have been and are currently used all over the United States and world. This fully electric dredge allows Dakota Aggregates to safely and efficiently mine this regionally important aggregate reserve.

From the surface of the water, the dredging barge and ancillary equipment (conveyors) will look the same even as the surface area of the water increases with the progression of dry mining activities.

With the newly excavated areas, the applicant will still be under the maximum allowed area of disturbance in any individual project phase. At the end of 2023, the applicant is reporting that over nearly 28 acres have been reclaimed as open water in the southern mining area, an increase of 1.75 acres from last year.

Staff has reviewed the operating permit conditions for 2023 and is recommending minor amendments in order to update this document for 2024 based on the applicant's recent submission. Please note that the 24-hour allowance for the aggregate processing activity was approved by the City as part of a five-year interim use permit that is set to expire/be renewed in 2024, and it is regulated under the terms of a separate permit with the City, as are the cement casting yard and concrete and asphalt

production areas.

Mining Operation – Update

As part of its annual report to the City, the applicant provides an updated phasing map reflecting work completed during the previous calendar year(s) and the areas expected to be mined in the coming year. The report also includes up-to-date information concerning the amount of materials that have been processed or stockpiled within the mining site. For 2023, Dakota Aggregates reported the following (all quantities in tons):

- Aggregate materials sold from the north dry mining area: 0 (no change)
- Aggregate stockpiles on site in the north dry mining area: 55,000 (a reduction of 9,000)
- Aggregate material sold: 1,763,234 (increased from 1,700,118 in 2022)
- Total amount of stockpiles in aggregate processing facility: 684,299 (down from 727,237 in 2022)
- Recycled aggregate material sold: 322,128 (up from 119,556 in 2022)
- Recycled aggregate stockpile: 41,047 (down from 70,126 tons in 2022)

The numbers reported by the applicant show a modest increase in the amount of overall aggregate material sold from the previous year. The mineral extraction operation also saw an overall reduction in the total amount of material stockpiled. The change in the amount of material sold from the north mining area is not correlated to the amount of mining taking place as materials are conveyed to the southern processing area, and it is from there that the material is sold.

The annual report narrative includes a section concerning the planned progression of mining into future phases of the northern mining area. The applicant acknowledges that development will continue on land within the UMore park area, and the planned progression in the north mining area has been designed to take this into account. Additionally, reclamation activities have been focused on the northernmost mining areas to move the areas of active mining further from the existing residential homes at an accelerated rate. The phasing plan has been approved in previous years and has also been reviewed by the University of Minnesota for consistency with their development plans on the site. Ultimately, the goal of Dakota Aggregates is to complete its excavation activities in the far northern portion as quickly as possible to minimize any impacts on any development occurring in the southwestern corner of the Amber Fields overall development area.

In 2019, the applicant commenced mining below the groundwater elevation in the southern mining area, and a portion of this area is now described as “reclaimed” because it is open water. The open water area has continued to expand as the applicant completes dry mining and then proceeds to mine below the water elevation. Consistent with Condition LL of the annual mining permit, the applicant completed soil borings in early 2019 to confirm that there will be a minimum of 15 feet between the lowest mining elevation and bedrock. Additional borings were completed to establish the depth to bedrock on the eastern portion of the proposed lake as well as further west, where mining will expand in the future. This satisfies the condition for the current mining area.

COMMUNITY IMPACTS

Consistent with the previous annual reviews, staff requested logs from the police department for any calls received within the City where noise from Dakota Aggregates was the reason for a police call. In addition, staff reviewed its own records, including phone logs and emails, and asked for any calls that other departments may have received concerning noise. Since the beginning of 2016, the City has been stressing that residents with noise complaints regarding the Dakota Aggregates operations should call 911 so there is documentation concerning the specific nature of the complaint, the location of the complaint, and time when it was observed. The police department has also been directed to notify the applicant when any loud noises are reported so that problems can be addressed in a timely manner.

In 2023, staff received no complaints via email or telephone during the permit period, and the police department received 4 complaints, 2 from the same address just south of 145th Street West between Biscayne Avenue and the intersection of 145th and County Road 42. Notes from the report indicate the responding officer on at least one occasion sat in the area to observe noise and found that traffic on County Road 42 was louder than any observable sound coming from the mining operation. A summary of the calls is attached to this report.

When a situation arises at the mine (like excessive noise levels), it is important for the City to be able to investigate, document, and work with the applicant to address such issues. The most responsive way for the City to handle any complaints is through the police department, which can dispatch an officer very quickly to investigate and evaluate the situation. All of these complaints are tracked through the permitting process, and the City will have a chance to evaluate the type and frequency of issues each year as part of the annual permit review. This process has led to many improvements that have ultimately reduced negative impacts, and it has been useful to help prevent smaller problems from becoming a larger city-wide nuisance. Staff continues to encourage residents to call and report all matters of concern so it can continue to document all complaints so that the Planning Commission and City Council may be fully aware of any and all resident concerns in the future.

General Review Comments and Recommendations

Although the mining of the site has progressed in a manner very consistent with previous reviews, there are a few issues that should be addressed or acknowledged now that mineral extraction activity has taken place for more than 10 of the overall 40 years specified in the interim use permit.

- ***Mineral extraction phasing.*** When the project was first approved, the applicant provided an overall mining phasing plan divided into distinct phases and sub-phases. These phases were numbered based on the applicant's expected mining progression in both the north and south mining areas. For a number of reasons, including the desire to mine areas closer to residential properties sooner than later, the actual excavation work has progressed into latter phases while leaving some earlier phases untouched. As part of the previous reviews, staff requested an updated phasing plan to better reflect the current status of the project and the applicant's future plans. The applicant has provided an updated narrative concerning the next project phases and staff has added this information to the phasing plan as a separate exhibit. The updated phasing was reviewed by the University of Minnesota and found to be compatible with their future development plans.
- ***Northern haul road.*** With the elimination of this road (and the lack of complaints coming from residents in the neighborhood immediately north of County Road 42), staff finds that many of

the concerns related to noise have been resolved. With the removal of the northern haul road, all material is leaving the site via the station trail access on County Road 46.

- **Wet mining.** The applicant is now mining below the groundwater elevation in the southern mining area and, starting in 2020, has begun operating a mining dredge on the surface of the water and is actively removing sand and gravel deposits from underneath the open water area. The terms and conditions for wet mining are included in the 2024 operating permit, and no modifications are needed to the mining activities plan for next year because it would continue to take place in the phase 1 and 2 areas already authorized under the permit. The applicant will continue expanding and pushing the water surface farther west and north as it reaches the permitted mining depth in this area.
- **Storm water ponding.** With completion of the City's updated Surface Water Management Plan in 2019, additional conversations will be needed between the City, Dakota Aggregates, and University of Minnesota concerning the specific location and timing for construction of storm water basins in this area prior to further development of UMore in this area.
- **Aggregate Processing.** The aggregate processing interim use permit was extended for another five years through 2024 in the early part of 2020. Staff has not identified any specific concerns or issues with the aggregate processing facility above and beyond the overall mining review in this report.

Final Observations

In reviewing the current operating permit as part of its review, Staff would like to note the following general observations:

- The City did not identify any events in 2023 that resulted in the depositing of dirt or debris on any public streets due to the extraction or hauling operations.
- The applicant did not request to remove any topsoil from the site in 2023.
- As part of its continued reclamation work, the applicant will need to demonstrate that it is in compliance with conditions X and Z of the operating permit concerning minimum reclaimed topsoil depth and minimum compaction levels for all fill.
- There was no "haul-back" material brought to the site other than recycled products allowed within the processing area.

RECOMMENDATION

The Planning Commission and staff recommend the City Council approve the renewal of the Dakota Aggregates Large Scale Mineral Extraction Permit for 2024. This recommendation is based on the information submitted by the applicant, findings made in this report and the conditions detailed in the attached Large Scale Mineral Extraction Annual Operating Permit Agreement.



**2023 Large Scale Mineral Extraction Annual Operating Permit
Agreement for North Dry Mining Sub-phases 2C, 2D, 3A, 3B, 4A, 4B,
5B, 6B, 7B and 8A; and Wet/Dry Mining Sub-phases 1AA, 1BB, 2AA,
2BB, 3AA, 3BB and 10A
DAKOTA AGGREGATES, LLC**

- A. Dakota Aggregates, LLC (hereinafter "the Operator") signs a written consent to these conditions binding itself and its successors, heirs or assigns to the conditions of said permit.
- B. The term of the permit shall extend from January 1, 2024 until December 31, 2024 unless revoked prior to that for failure to comply with the permit requirements.
- C. Mining in Wet/Dry Mining Sub-phases 1AA, 1BB, 2AA, 2BB, 3AA, 3BB and 10A may occur 24 hours a day, 7 days a week.
- D. Mining, screening, and reclamation in North Dry Mining Sub-phases 2C, 2D, 3A, 3B, 4A, 4B, 5B, 6B, 7B, and 8A may occur 24 hours a day, 7 days a week.
- E. No crushing or washing equipment shall be located or used in the North Dry Mining Sub-phases 2C, 2D, 3A, 3B, 4A, 4B, 5B, 6B, 7B, and 8A or in any reclaimed areas.
- F. The North Dry Mining Sub-phases 2C, 2D, 3A, 3B, 4A, 4B, 5B, 6B, 7B, and 8A shall not be mined below the 882 foot elevation.
- G. Protection equipment that is installed on hauling trucks, such as covers for the truck beds, shall be used while traveling on public roads. Non-use will be considered a violation of the permit condition.
- H. Trucks shall not use any locally designated road as part of their haul route except for the shortest route between the delivery site and the nearest County, State or U.S. highway.
- I. Trucks may not be loaded heavier than the public haul roads posted weight restrictions.
- J. Engineered designs for any reclamation steeper than a 3 to 1 slope must be submitted and approved by the City Engineer before the reclamation can occur.
- K. A gate and thirty (30) feet of fencing on each side of the gate shall be installed at the Station Trail access. The gate shall be closed and locked when the mining or ancillary uses are not in operation. A Knox box or similar device shall be installed to provide emergency personal access to the key for the lock.
- L. Conformance with the City Engineer's Memorandum dated September 20, 2012.

- M. The University of Minnesota (or designated entity) shall obtain approval and/or concurrence from the MPCA regarding completion of appropriate investigations and/or actions taken in response to identified releases of hazardous substances, pollutants or contaminants as defined under Minn. Statute 115B, and as deemed reasonable and necessary by the MPCA.
- N. Dakota Aggregates shall clean dirt and debris from streets that has resulted from extraction or hauling operations related to the Mineral Extraction Permit. After Dakota Aggregates has received 24-hour verbal notice, the City will complete or contract to complete the clean-up at Dakota Aggregates' expense. In the event of a traffic hazard as determined by the City Administrator (or the Administrator's designee) or Rosemount Police Department, the City may proceed immediately to complete or contract cleanup at Dakota Aggregates' expense without prior notification.
- O. No topsoil shall be removed from the site unless Dakota Aggregates can demonstrate that there is topsoil in excess of the amount needed to reclaim the End Use Grading Plan with at least six (6) inches of topsoil. Dakota Aggregates shall take necessary measures to prevent erosion of the stockpiled topsoil.
- P. Any costs incurred now or in the future in changing the location of existing public or private utilities including but not limited to pipelines, transmission structures and sewer infrastructure located within the permit area shall be the sole obligation and expense of Dakota Aggregates.
- Q. All costs of processing the permit, including but not limited to planning fees, engineering fees, and legal fees, shall be paid by Dakota Aggregates prior to the issuance of the permit. Dakota Aggregates shall reimburse the City for the cost of periodic inspections by the City Administrator or any other City employee for the purpose of insuring that conditions of the permit are being satisfied. Dakota Aggregates agrees to reimburse the City for any other costs incurred as a result of the granting or enforcing of the permit.
- R. Dakota Aggregates shall deposit with the Planning Department a surety bond or cash deposit in the amount of Eight Hundred Fifty One Thousand one Hundred Dollars (\$851,100) in favor of the City for the cost of restoration, regrading and/or revegetating land disturbed by mining activities and to ensure performance of all requirements of this resolution and City ordinances by Dakota Aggregates. The required surety bonds must be:
 - 1. With good and sufficient surety by a surety company authorized to do business in the State of Minnesota.
 - 2. Satisfactory to the City Attorney in form and substance.
 - 3. Conditioned that Dakota Aggregates will faithfully comply with all the terms, conditions and requirements of the permit; all rules, regulations and requirements pursuant to the permit and as required by the City and all reasonable requirements of the City Administrator (or the Administrator's designee) or any other City officials.

4. Conditioned that Dakota Aggregates will secure the City and its officers harmless against any and all claims, for which the City, the Council or any City officer may be made liable by reason of any accident or injury to persons or property through the fault of Dakota Aggregates.
5. The surety bond or cash escrow shall remain in effect from January 1, 2024 until July 31, 2025.

Once the interim reclamation grades and vegetation have been established and approved by the City, the bond may be reduced by Five Hundred Sixty Seven Thousand Four Hundred Dollars (\$567,400 = 113.48 acres times \$5,000 per acre). Once the end use grading grades and vegetation have been established and approved by the City, the bond may be reduced by Two Hundred Eighty Three Thousand Seven Hundred Dollars (\$283,700 = 113.48 acres times \$2,500 per acre). Upon thirty (30) days' notice to the permit holder and surety company, the City may reduce or increase the amount of the bond or cash deposit during the term of this permit in order to insure that the City is adequately protected.

- S. A landscape security of \$42,625 (155 trees times \$250 per tree times 110%) shall be provided. After the trees have been established, \$38,362 (90%) of the landscaping security can be released. The final \$4,263 (10%) shall be maintained through the existence of the berm for Dry/Wet Sub-Phase 1A and 2A to ensure that as trees die, that those trees are replaced. The landscaping security shall be in the form of a letter of credit in favor of the City or cash escrow.
- T. Dakota Aggregates shall furnish a certificate of comprehensive general liability insurance issued by insurers duly licensed within the State of Minnesota in an amount of at least Five Hundred Thousand and no/100 (\$500,000.00) Dollars for injury or death of any one person in any one occurrence, and at least One Million Five Hundred Thousand and no/100 (\$1,500,000.00) Dollars for injury or death of more than one person arising out of any one occurrence and damage liability in an amount of at least Two Hundred Fifty Thousand and no/100 (\$250,000.00) Dollars arising out of any one occurrence. The policy of insurance shall name the City as an additional insured and shall remain in effect from January 1, 2024 until July 31, 2025.
- U. Dakota Aggregates shall hold the City harmless from all claims or causes of action that may result from the granting of the permit. Dakota Aggregates shall indemnify the City for all costs, damages, or expenses, including but not limited to attorney's fees that the City may pay or incur in consequence of such claims.
- V. Dakota Aggregates shall submit to the City semi-annually a written report indicating the amount of material extracted from the site for the prior six-month period. After said written report is submitted, the City shall perform an inspection of the site to confirm compliance with the conditions within the Annual Operating Permit.
- W. Reclamation requires the replacement of the stockpile of topsoil to the mined area, reseeding, and mulching necessary to re-establish vegetative cover for permanent

slope stabilization and erosion control, provided also that the minimum depth of topsoil shall not be less than six (6) inches after reclamation. No restored slopes may exceed the gradients shown on Interim Reclamation Plan.

- X. No mining activity will occur within fifteen (15) vertical feet of bedrock.
- Y. Dakota Aggregates shall compact the entire reclamation site to a minimum compaction of 95% of maximum dry density.
- Z. If not utilized by the University of Minnesota for agricultural purposes, fully reclaimed areas will be permanently seeded within 14 days of final completion. All disturbed non-operating areas not utilized by the University of Minnesota for agricultural purposes shall be seeded at a minimum of once per year, prior to October 1 with MnDOT seed mix 130B. Operating areas including work faces, material stockpiles, haul roads, staging areas, and active reclamation areas are not required to be seeded.
- AA. Dakota Aggregates shall submit quarterly to the City documentation of the Barr Engineering, Inc. (or other City approved geotechnical testing firm) environmental and geotechnical testing with documentation verifying the source and quantity of the “haul-back” material. These reports shall be provided within fourteen (14) days after the end of the quarter.
- BB. Dakota Aggregates shall submit an incidence report to the City within three days of any testing that fails for contamination or hazardous materials, or will not produce a normal moisture-density relationship for compaction.
- CC. Truck operators within the pit area shall not engage in practices involving slamming tailgates, vibrating boxes, using of “jake” or engine brakes (except in emergency situations), or other such activities that result in excessive noise.
- DD. Dakota Aggregates shall incorporate best management practices for controlling dust, erosion, noise, and storm water runoff as specified by the Minnesota Pollution Control Agency and the United States Environmental Protection Agency and proposed in the submitted LSME application to the City.
- EE. Compliance with Dakota County Ordinances No. 110 and 111, as well as all other applicable Federal, Minnesota, Dakota County, and Rosemount regulations. Soil materials in the Property will be managed in accordance with the Minnesota Pollution Control Agency’s *Best Management Practices (BMPS) for the Off-Site Reuse of Unregulated Fill*.
- FF. Dakota Aggregates may not assign this permit without written approval of the City. Dakota Aggregates will be responsible for all requirements of this permit and all City ordinances on the licensed premises for the permit period unless Dakota Aggregates gives sixty (60) days prior written notice to the City of termination and surrenders permit to the City. Dakota Aggregates shall identify all Operators prior to

their commencement of mineral extraction-related activities in the pit area. The City shall have the authority to cause all mineral extraction activities to cease at any time there is an apparent breach of the terms of this Permit.

GG. Dakota Aggregates shall comply with such other requirements of the City Council as it shall from time to time deem proper and necessary for the protection of the citizens and general welfare of the community.

HH. Dakota Aggregates shall maintain the berm located on the north side of the haul road to a height of at least 30 feet.

II. American Engineering Testing, Inc. (AET) shall submit the 2023 Annual Monitoring Report, including all groundwater testing, and submit the report to the City by January 31, 2024. WSP (formerly known as Leggette, Brashears, & Graham, Inc. - LBG) shall review the revised report on behalf of the City and has the authority to adjust the frequency of the groundwater sampling based on testing results.

JJ. Dakota Aggregates shall implement the sound mitigation measures as documented in its 2016 Large Scale Mineral Extraction Permit application and referenced in the March 1, 2016 City Council report concerning said application.

KK. The city of Rosemount shall have the ability to collect independent soil and water samples.

LL. Mining within any phase that would expose the groundwater will not be permitted before additional borings are conducted in the deepest areas of the proposed lake to confirm that a minimum of fifteen (15) feet of separation between the mining and the bedrock. Mining can occur within 2 feet of the groundwater prior to testing occurring.

MM. Dakota Aggregates shall provide an updated phasing schedule with its annual renewal application for both the north and south mining areas and will incorporate any comments from the City into the schedule.

IN WITNESS WHEREOF, Dakota Aggregates, LLC, the Operator, hereby consents and agrees to the foregoing conditions of said Annual Operating Permit this _____ day of _____, 20____.

Dakota Aggregates, LLC

By: _____
Tim Becken, Its Chief Manager

STATE OF MINNESOTA)

COUNTY OF _____) ss
)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Tim Becken, Chief Manager of Dakota Aggregates, LLC, the Operator, on behalf of the Corporation.

Notary Public

EXCERPT FROM THE DECEMBER 18, 2023, PLANNING COMMISSION MEETING MINUTES

c. Renewal of the Dakota Aggregates Large Scale Mineral Extraction Permit for 2024

Senior Planner Nemcek presented the application for a renewal of a large-scale mineral extraction permit for 2024 from Dakota Aggregates, LLC.

Chair Kenninger asked on the record if there was a noise issue, having worked with Dakota Aggregates in the past and working to figure out what was going on, or how to reduce it, or if something was happening. Chair Kenninger asked if it is something that gets reported back to Dakota Aggregates, and if it could be something that could be addressed by them, or if there's something to be done. Senior Planner Nemcek verified yes to Chair Kenninger's questions. Commissioner Reed asked how the timing and distance would affect Amber Fields' development. Nemcek deferred to the applicant, stating it depends on the type of jobs coming through and the level of activity of the mine.

The public hearing opened at 6:54 pm.

Ruth Simon - 14642 Bloomfield Path Rosemount, MN

Simon asked if there are any restrictions on noise from machinery, particularly at night.

Matt Mettling - 423 Ramsey Ct Carver, MN

Commissioner Reed asked about phasing of the the north mine for Dakota Aggregates, and the noise levels pertaining to the adjacent neighborhood development, Amber Fields. Dakota Aggregates Operating Manager Mettling stated that there are six to seven phases of the north mine, which the company will have to leave by the end of 2028; phase 11B is not included within that. Mettling said there will be a berm on the edge of phase 11 with no height requirement, in addition to an access road within the mine phase. Mettling noted it is approximately fifty to sixty feet from the north mine to the edge of the Amber Fields development. Mettling noted that the University of Minnesota and the developer are working to put in a fence for the Amber Fields development for security to keep the residents out of the mining area. Chair Kenninger clarified that the residents buying the houses are cognizant of the mining operations adjacent to Amber Fields, and that they will mostly be gone in two to three years.

Chair Kenninger asked for clarification on operating times. Operating Manager Mettling clarified that on the north end of the mine, there is only a loader hitting the face of a stockpile and the material is conveyed, transporting material. Mettling stated the company is permitted to run 24 hours. Mettling noted operations may slow depending on projects.

The public hearing closed at 7:00 pm.

Motion by Kenninger Second by Reed

Motion to close the public hearing.

Ayes: 5.

Nays: None. Motion carried.

Commissioner Comments:

Commissioner Reed and Commissioner Whitman asked questions regarding noise levels, and the possibility of a super-berm. Senior Planner Nemcek stated the northern mining operation changed hauling routes, limited hauling times, placing the equipment below grade to prevent noise traveling, and investigated previous noise complaints. Nemcek noted there is an opportunity to adjust requirements down the line to mitigate noise levels should issues arise in the future, and that a super- berm would require further discussion. Nemcek noted that there was noise monitoring and other research done a few years back and that the noise complaints have significantly decreased since implementing noise mitigation measures.

Motion by Reed Second by Hebert

Motion to recommend the City Council renew the Dakota Aggregates Large Scale Mineral Extraction Permit for 2024, subject to the terms and conditions in the attached 2024 Draft Conditions for Mineral Extraction Permit

Ayes: 5.

Nays: None. Motion Carried.

**UMore Park Large Scale Non Metallic Mineral Extraction
2024 Annual Operating Permit Application
Dry Mining Phases (North) 1A/2BCD/3AB/4AB/5B/6B/7B/8A
&
Active Wet/Dry Phases (South) 1AA-3BB (Wet) & 10A (Dry)
UMore Park
City of Rosemount
November 17th, 2023**

1. Land Owner:

Regents of the University of Minnesota
c/o Real Estate Office
451 Donhowe Building
319 - 15th Avenue SE
Minneapolis, MN 55455

2. Applicant/Operator:

Dakota Aggregates, LLC
2025 Centre Pointe Boulevard, Suite 300
Mendota Heights, MN 55120
(651) 688-9292

3. Legal Description of the Land upon which Excavation is active:

That part South Half of Section 28, Township 115, Range 19, Dakota County, Minnesota, lying westerly of the following described line;

Commencing at the northeast corner of the Southeast Quarter of said Section 28; thence South 89 degrees 48 minutes 43 seconds West, assumed bearing along the north line of said Southeast Quarter, a distance of 1058.90 feet to the point of beginning of the line to be described; thence South 18 degrees 23 minutes 48 seconds West a distance 1211.64 feet; thence South 07 degrees 11 minutes 26 seconds East a distance of 1472.46 feet; thence South 75 degrees 07 minutes 52 seconds East a distance of 126.03 feet to the south line of said Southeast Quarter and there terminating.

EXCEPT the plat of UNIVERSITY ADDITION, said Dakota County.

AND

Section 33, Township 115, Range 19, Dakota County, Minnesota; EXCEPT the East 133.00 feet of the North 549.43 feet of the Southeast Quarter of said Section 33; EXCEPT the East 133.00 feet of the South 930.25 feet of the Northeast Quarter of said Section 33; also, EXCEPT that part of said Northeast Quarter described as follows:

Beginning at the northeast corner of said Northeast Quarter; thence South 00 degrees 11 minutes 58 seconds West, assumed bearing along the East line of said Northwest Quarter, a distance of 800.63 feet; thence North 81 degrees 23 minutes 25 seconds West a distance of 40.76 feet; thence North 38 degrees 17 minutes 54 seconds West a distance of 819.06 feet; thence North 75 degrees 07 minutes 52 seconds West a distance of 580.25 feet to the north line of said Northwest Quarter; thence North 89 degrees 51 seconds 14 seconds East, along said north line, a distance of 1111.53 feet to the point of beginning.

AND

That part of the Northwest Quarter of Section 34, Township 115, Range 19, Dakota County, Minnesota, described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence South 00 degrees 11 minutes 58 seconds West, assumed bearing along the west line of said Northwest Quarter, a distance of 800.63 feet to the point of beginning of the land to be described; thence continuing South 00 degrees 11 minutes 58 seconds West, along said west line, a distance of 912.75 feet; thence North 89 degrees 51 minutes 14 seconds East a distance of 647.18 feet; thence North 00 degrees 11 minutes 58 seconds East a distance of 813.16 feet; thence North 81 degrees 23 minutes 25 seconds West a distance of 654.21 feet to the point of beginning.

AND

That part of the Southwest Quarter of Section 34, Township 115, Range 19, Dakota County, Minnesota, lying southerly of the following described line:

Commencing at the northwest corner of said Southwest Quarter; thence South 00 degrees 11 minutes 58 seconds West, assumed bearing along the west line of said Southwest Quarter, a distance of 549.45 feet to the point of beginning of the line to be described; thence South 89 degrees 28 minutes 53 seconds East a distance of 2646.92 feet to the east line of said Southwest Quarter and there terminating

And lying westerly, northwesterly, and northerly of the following described line:

Commencing at the southwest corner of said Southwest Quarter; thence South 89 degrees 42 minutes 10 seconds East, along the south line of said Southwest Quarter, a distance of 2192.17 feet to the point of beginning of the line to be described; thence North 04 degrees 21 seconds 18 seconds East a distance of 142.12 feet; thence North 01 degrees 12 minutes 32 seconds West a distance of 368.88 feet; thence North 01 degrees 58 minutes 09 seconds West a distance of 266.72 feet; thence northeasterly 194.60 feet, along tangential curve, concave to the southeast, having a central angle of 96 degrees 57 minutes 13 seconds and a radius of 115.00 feet; thence South 85 degrees 00 minutes 56 seconds East, tangent to last described curve, a distance of 157.25 feet; thence easterly 99.70 feet, along a tangential curve, concave to the north, having a central angle of 09 degrees 25 minutes 45 seconds and a radius of 605.84 feet; thence northeasterly 100.73 feet, along a reverse curve, concave to the northwest, having a central angle of 56 degrees 01 minutes 50 seconds and a radius of 103.00 feet to the west line of said Southwest Quarter and said line there terminating.

Dry Mining Phases (North) 1A/2BCD/3AB/4AB/5B/6B/7B/8A Annual Review Update

Activities related to North Dry Mining will continue to include relocation of surface soils, mixing and screening, stockpiling, loading, hauling, and conveying of aggregate material to the Ancillary Use Facility (AUF).

The reclamation area consists of 12.97 acres as depicted on Map 1.00 of the Dry Mining Phases entitled Actual Mining Area. All rock from the North Dry Mining operation is conveyed south to the processing facility for material production.

The North processing equipment continues to be located approximately 50 feet below grade in the North pit floor and is located behind the the 30 foot +/- berm that was constructed in 2016 and 2017.

For 2024, active mining will occur on 45.24 acres. The following chart displays the breakdown of acres per North Dry Mining phase. Please note that approximately 87 acres in the north has turned back to the University and is being utilized for agricultural purposes. This acreage is depicted on Map 1.00.

Dry Mining (North) Phases

	Active Mining	Reclamation	Sand Stockpile	Screening Berm/ Conveyor Corridor
Dry Mining Sub Phase	Acres	Acres	Acres	Acres
1A	-	-	2.74	4.94
1B	-	-	0.46	2.38
1C	-	-	-	2.23
2A	-	-	-	0.25
2B	-	0.06	-	-
2C	0.66	5.17	0.29	0.63
2D	6.61	-	0.91	0.60
3A	13.56	-	-	2.12
3B	7.16	-	-	1.78
4A	8.68	0.53	-	2.98
4B	2.71	1.77	-	2.48
5A	-	-	-	-
5B	3.61	0.58	-	-
6A	-	-	-	0.44
6B	2.96	-	-	-
7A	-	-	-	2.40
7B	2.67	-	-	0.86
8A	3.23	4.86	-	2.14
TOTAL	45.24	12.97	3.94	26.23

Aggregate Material North Dry Mining Area sold from January 1, 2023- October 31, 2023:
- 0 Tons

Aggregate stockpiles estimated onsite as of October 31, 2023, in North Dry Mining Area
- Sand: 55,000 TONS

All rock is conveyed to the aggregate processing facility for mixing and production of various aggregate products.

North Dry Mining Phasing Plan Future

Once Dry Mining in Phase 4A has been completed, mining will progress into the following phases in the subsequent order: 3A, 3B. This will be the plan to complete the mining in the NE corner to provide separation from the development.

Active Wet/Dry Phases (South) 1AA-3BB (Wet) & 10A (Dry) Annual Review Update:

Activities in the Dry/Wet mining phases will continue to include relocation of surface soils, crushing, mixing, screening, stockpiling, aggregate washing, loading, and conveying of material to the AUF. Once the material is conveyed to the AUF, it will be processed into varying grades of aggregate products that will be purchased and hauled offsite utilizing the Station Trail/CSAH#46 access.

In 2020, Dakota Aggregates constructed a new floating twin 16 CY clamshell dredge to continue underwater mining. Clamshell dredges have been and are currently used all over the United States and world. This fully electric dredge allows Dakota Aggregates to safely, and efficiently mine this regionally important aggregate reserve. The dredge was utilized throughout the 2023 season to mine aggregate reserves below the water table and will continue in 2024.

The screening berm landscaped with trees which is adjacent to County Road 46 and to Wet Mining Phases 1AA, 2AA, 3AA, and 4AA has been maintained throughout the season.

For the 2024 mining season the active mining area utilized will be 72.78 acres. Wet mining (dredging) and reclamation activities will continue within the active wet mining phases in 2024. The wet mining reclamation area consists of 27.95 acres with the end use being reclaimed as an open water feature. The following chart displays the breakdown of acres per South Dry /Wet mining phase. Please refer to Map 1.01 of the South Mining Phases entitled Actual Mining Area.

Dry/Wet (South)Mining Phases:

	Active Mining	Reclamation	Remaining Unmined	Berm/Conveyor Corridor
Wet Mining Sub Phase	Acres	Acres	Acres	Acres
1AA	9.94	3.51	-	4.50
1BB	13.81	0.03	-	-
2AA	3.00	12.12	-	1.91
2BB	10.59	4.64	-	2.67
3AA	7.03	5.84	1.08	1.56
3BB	9.33	1.81	4.43	0.69
10A (Dry Mining)	19.08	-	-	3.43
TOTAL	72.78	27.95	5.51	14.76

Total Aggregate material sold from January 1, 2023- October 31, 2023: 1,763,234 TONS

Aggregate Stockpiles in Aggregate Processing Facility as of October 31, 2023

- Screened Sand: 219,092 TONS
- Washed Sand: 349,754 TONS
- Washed Rock: 115,453 TONS

Recycled Aggregate:

RAP Sold January 1, 2023 – October 31, 2023: 322,128 TONS

RAP Stockpile October 31, 2023: 41,047 TONS

Site Improvements Update:

- Over 2,200,000 TONS of sales projected by the completion of 2023 (Aggregate and RAP).
- Dakota County Estimated Market Taxable Value of over \$10,777,800 in 2022
- Dakota County Estimated Market Taxable Value of over \$10,829,700 in 2023
- Dakota County Estimated Market Taxable Value of over \$10,275,000 in 2024
- Over \$287,644 paid in property tax in 2023
- Berm, ditch, and common areas are maintained routinely throughout the year.
- Dakota County Adopt a Road Program for periodic debris removal by Dakota Aggregates on County # 46.

Dakota Aggregates Large Scale Mineral Extraction Permit
Interim Use Permit History: Updated 12/16/2022
(Annual Reviews Highlighted)

Permit	Date Issued	Term (yrs)	Notes/Comment
Large Scale Mineral Extraction	12/18/12	40	Initial IUP for entire site (northern dry mining area to be completed by 2028)
LSMEP Annual Permit	12/18/12	1	Annual Permit for 2013
Aggregate Processing IUP	12/18/12	3	Interim use for aggregate processing and recycled aggregate processing
LSMEP Renewal	12/17/13	1	Annual Permit for 2014
Primary Ready-Mix Concrete Plant IUP	5/20/14	10	Enclosed facility within the approved auxiliary use area
Seasonal Ready-Mix Concrete Plant IUP	5/20/14	10	Within same area as the primary plant
LSMEP Renewal	11/18/2014	1	Annual Permit for 2015. Extended hours approved with permit
Aggregate Processing IUP	11/18/14	5	Interim use for aggregate processing and recycled aggregate processing – extension of original permit. Extended hours approved with permit
Wells Concrete Casting Facility	12/16/15	30	Interim use for a concrete casting facility within the approved auxiliary use area
LSMEP Renewal	3/1/16	1	Annual Permit for 2016, conducted review of sound issues
LSMEP Renewal	1/17/17	1	Annual Permit for 2017
LSMEP Renewal	2/20/18	1	Annual Permit for 2018
LSMEP Renewal	2/5/19	1	Annual Permit for 2019
Aggregate Processing IUP	(2/18/20)	5	Interim use for aggregate processing and recycled aggregate processing.
LSMEP Renewal	(2/18/20)	1	Annual Permit for 2020
LSMEP Renewal	(1/19/21)	1	Annual Permit for 2021
LSMEP Renewal	(2/15/21)	1	Annual Permit for 2022
LSMEP Renewal	(1/17/22)	1	Annual Permit for 2023
LSMEP Renewal*	(1/16/23)*	1	Annual Permit for 2024

* Permit currently under review

5/10/23 @ 12:50AM Caller from Biscayne/150th St

Comment: "loud noise coming from the sand pits; mechanical noises and conveyer belts". Officer comments: "could barely hear any noise from north side of 42. Could hear some on Biscayne south of 42 right next to the gravel pit. Sounds like trucks, no louder than normal traffic on 42. Doesn't seem any louder than any other time and could not hear it over regular traffic on 42 but not a lot of traffic on 42." (35S26)

5/10/23 @ 1:07AM Caller from Biscayne/150th St

Comment: "loud noise coming from gravel pit, south of 42 east of Biscayne". Connected with the prior call. (35S26)

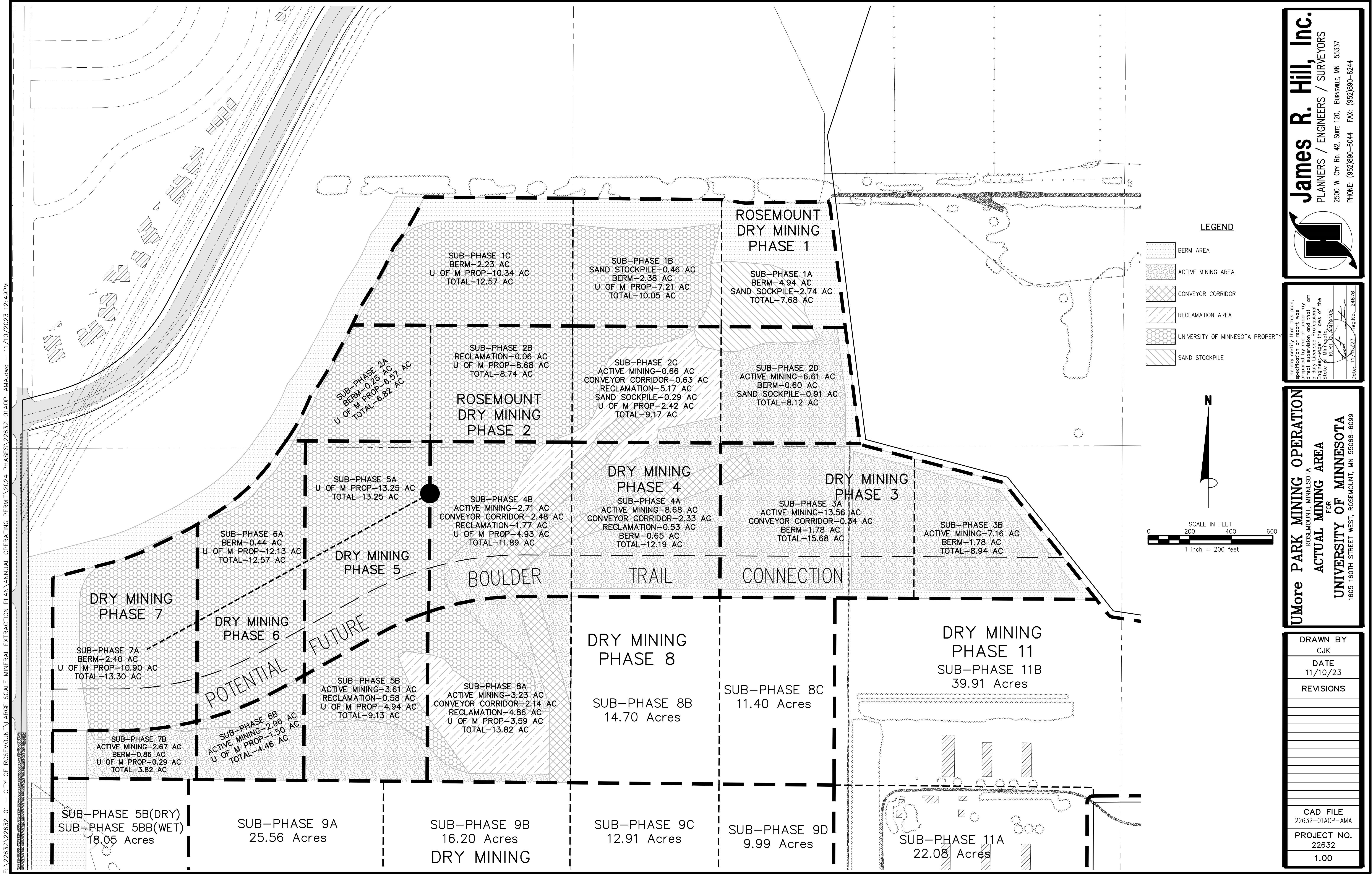
5/25/23 @ 10:27PM Caller from 14615 Biscayne Way

Comment: "noise complaint from sand pit SE of RP's address; machinery noise-rumbling". No officer comment. (3565)

06/02/23 @ 12:30AM Caller from 14615 Biscayne Way

Comment: "Noise complaint; reporting machinery noise". No officer comments. (3557)

F:\22632\22632-01 - CITY OF ROSEMOUNT\LARGE SCALE MINERAL EXTRACTION PLAN\ANNUAL OPERATING PERMIT\2024 PHASES\22632-01AOP-AMA.dwg -- 11/10/2023 12:49PM

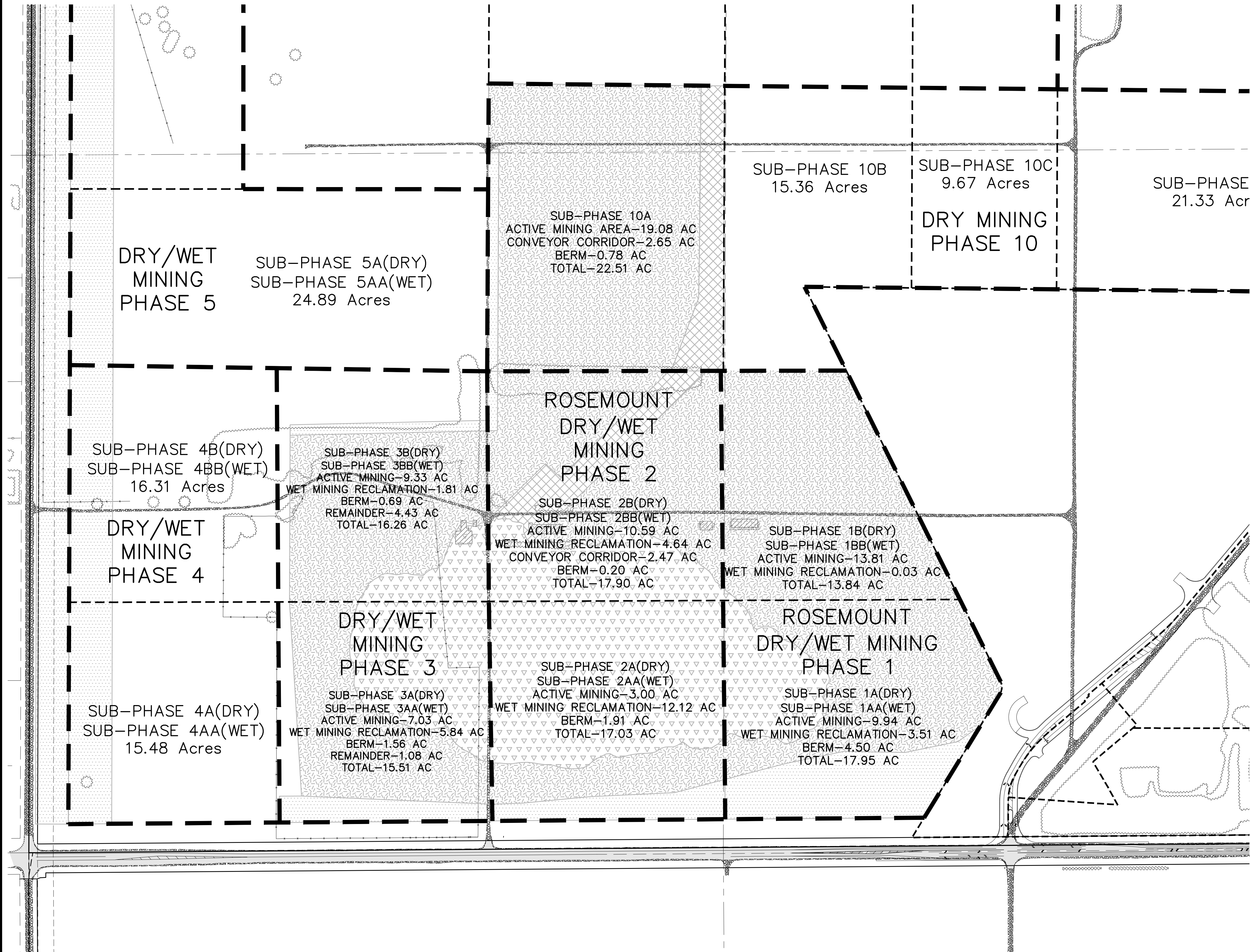


2023



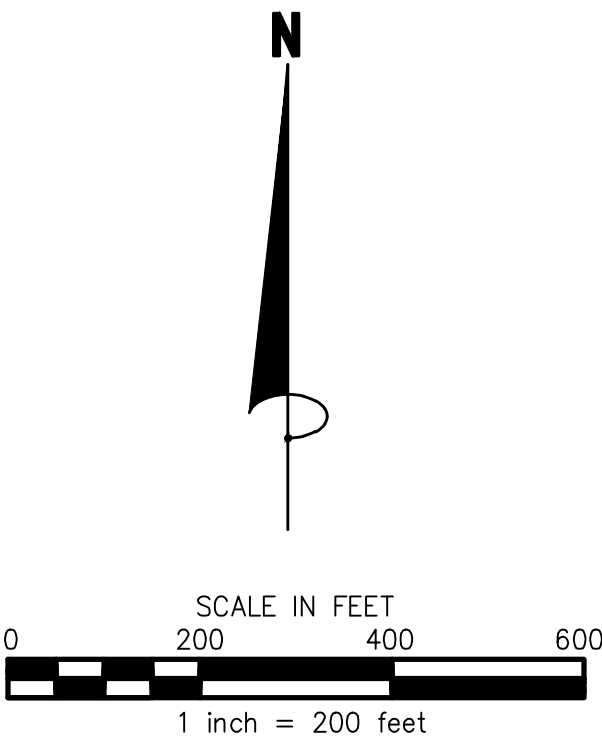
2022





LEGEND

-
- BERM AREA
- ACTIVE MINING AREA
- WET MINING RECLAMATION AREA
- CONVEYOR CORRIDOR



James R. Hill, Inc.
PLANNERS / ENGINEERS / SURVEYORS
2500 W. CTRY. RD. 42, SUITE 120, BURNSVILLE, MN 55337
PHONE: (952)890-6044 FAX: (952)890-6244

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.

KURT QUAINANCE

Kurt Quainance

Date: 11/18/23 Reg.No. 24676

UMore PARK MINING OPERATION
ROSEMOUNT, MINNESOTA
ACTUAL MINING AREA
FOR
UNIVERSITY OF MINNESOTA
1805 16TH STREET WEST, ROSEMOUNT, MN 55068-6099

DRAWN BY
CJK
DATE
11/10/23
REVISIONS
CAD FILE
22632-01AQP-AMA
PROJECT NO.
22632
1.01

2023



2022









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City Council Regular Meeting: January 16, 2024

AGENDA ITEM: Application to Conduct Off-Site Gambling - Rosemount Area Hockey Association	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Erin Fasbender, City Clerk	AGENDA NO. 6.o.
ATTACHMENTS: Resolution	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve Resolution Approving an Application to Conduct Off-Site Gambling for Rosemount Area Hockey Association	

BACKGROUND

Rosemount Area Hockey Association (RAHA) is requesting consideration of an Application to Conduct Off-Site Gambling (MN Gambling Control Board - Form LG230). RAHA is in the process of submitting their application with the State of Minnesota, which requires approval from the City Council to proceed. The activity will be a fundraiser for RAHA.

The event will take place on Saturday, February 17th at Rosemount Community Center. The event will be a fundraiser for Leprechaun Days.

RECOMMENDATION

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

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2024 - XX

**A RESOLUTION APPROVING AN APPLICATION TO CONDUCT OFF-SITE
GAMBLING FOR ROSEMOUNT AREA HOCKEY ASSOCIATION**

WHEREAS, the Rosemount Area Hockey Association currently hold a Charitable Gambling Premise Permit at Carbone's Pizza & Pub, 14550 S Robert Trail, in Rosemount; and

WHEREAS, the Rosemount Area Hockey Association is requesting permission to conduct off-site gambling, on February 17, 2024 until February 18, 2024 should the event go past midnight at Rosemount Community Center, 13885 South Robert Trail.

THEREFORE, BE IT RESOLVED that the City Council of the City of Rosemount, hereby approves the Application to Conduct Off-Site Gambling (Form LG230) submitted by the Rosemount Area Hockey Association to conduct charitable gambling at the Rosemount Community Center February 17 & 18, 2024.

ADOPTED this 16th day of January, 2024, by the City Council of the City of Rosemount.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

City Council Regular Meeting: January 16, 2024

AGENDA ITEM: 2024 Community Development Block Grant (CDBG) Allocation	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Adam Kienberger, Community Development Director	AGENDA NO. 6.p.
ATTACHMENTS: Estimated FY 2024 funds letter, Resolution	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to adopt a resolution approving the 2024 Community Development Block Grant application.	

BACKGROUND

Annually, the City receives federal Community Development Block Grant (CDBG) funds which are distributed by the Dakota County CDA.

The City was recently informed by the Dakota County Community Development Agency (CDA) that our estimated allocation for Program Year 2024 (July 1, 2024 – June 30, 2025) is approximately \$50,026. In 2023 we received \$37,534 in Community Development Block Grant (CDBG) funds which were allocated to the Home Improvement Loan Program.

To secure the grant money that is available, the city must prepare and submit an application that specifies eligible activities or projects to which the city intends to allocate the available funding. A completed application is due in January accompanied by an approved City Council resolution.

The final allocation amount may change as HUD finalizes their budget process over the next several months.

Proposed Activities

City staff is proposing that the estimated \$50,026 be allocated to a single activity for 2024 – Home Improvement Grant Program. This recommendation was discussed by the Port Authority at their regular January meeting.

Home Improvement Loan Program

The Home Improvement Loan Program is a program administered by the CDA to benefit low/moderate income households in Rosemount making eligible improvements to their homes. This program was funded last year and grants us the maximum opportunity to benefit a wide audience in Rosemount and meet HUD's spenddown requirements in a timely manner. Some program details include:

The Home Improvement Loan Program assists low- and moderate-income homeowners with making repairs and improvements to their homes.

Home Improvement Loans are commonly used for:

- Roof replacement
- Furnace replacement
- Electrical and plumbing repairs
- Insulation
- Improvements for special needs, such as ramps, bathroom or kitchen modifications

Home Improvement Loans feature:

- Zero percent interest
- No monthly payments
- Repayable when ownership changes or you move from the property. You may be required to repay the loan if you refinance your home or take out a home equity loan.
- \$15,000 loan minimum; \$25,000 loan limit

In order to ensure we continue to receive our allocation, cities are required to spend down these funds within four years or they can revert to the CDA for reallocation to active programs.

Based on an update from CDA staff this week, they noted they track Rosemount's data by the CDA's fiscal years as that is how it gets reported back to the federal government. The CDA fiscal year is from 7/1 to 6/30. For our fiscal year 2022 from 7/1/22 to 6/30/23, we completed 4 home rehabs in Rosemount for a total investment of \$115,000. Rosemount put in \$50,393. Some of that is funds from previous allocations from Rosemount's CDBG allocation, some of it was Countywide CDBG dollars, and some of it was CDA levy funds. The CDA served one client under 30% AMI, two between 30-50% AMI, and one between 50-80% AMI. For fiscal year 2023 (7/1/23-6/30/24), the CDA has not yet completed any projects but have two active clients in Rosemount and four clients currently on the waiting list. This demonstrates a continued demand and successful implementation benefiting Rosemount residents.

The Home Improvement Loan Program is currently Rosemount's most effective program for protecting and maintaining existing naturally occurring affordable housing.

RECOMMENDATION

Staff is requesting approval of the attached resolution approving the Fiscal Year 2024 CDBG application.



1228 Town Centre Drive | Eagan, MN 55123
PHONE 651-675-4400 | TDD/TTY 711
www.dakotacda.org

November 16, 2023

Ms. Adam Kienberger
City of Rosemount
2875 145th Street W.
Rosemount, MN 55068

RE: CDBG Fiscal Year 2024 Allocation Estimate

Dear Mr. Kienberger,

Dakota County receives an annual allocation of Community Development Block Grant (CDBG) funds, which is a federal program administered by the Department of Housing and Urban Development (HUD). The program is designed to assist local governments with various community development projects and programs that primarily aid low- and moderate-income residents. Dakota County is considered an “Entitlement County”, and, as such, receives an annual allocation of federal CDBG funds. The Dakota County Board of Commissioners has chosen to allocate the CDBG funds amongst the various cities and townships in the County, as well use the funds for particular County programs. The Dakota County Community Development Agency (CDA) administers this program on behalf of Dakota County.

Each year, the city’s CDBG allocation is rebalanced to account for updated information in the American Community Survey provided by the Census Bureau for each city. Per HUD rules, the CDBG allocation is based on three factors: a community’s population, people in poverty, and overcrowded housing units. Each city receives a percentage of the annual Dakota County CDBG allocation based on the three factors. Because these factors change over time, the allocation each city receives will change over time.

The CDBG allocation Dakota County will receive for the 2024 Program Year is not yet known. However, we believe it is prudent for each city to anticipate the County will receive a similar amount to what was received for the 2023 Program Year, which was \$1,961,800.

The amount each city will actually receive for the upcoming 2024 Program Year won’t be known until the federal budget is approved. This amount may be more or less than what your city received for 2023. With that in mind, the estimated allocation for Rosemount for FY 2024 is \$50,026. Please provide a contingency plan in your 2024 Program Year application that specifies which program will receive more or less funds based on the final allocation.

If you have any questions, please feel free to contact me at (651) 675-4464 or mdykes@dakotacda.org.

Best Regards,
DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

A handwritten signature in black ink that reads "Margaret M. Dykes". The signature is written in a cursive, flowing style.

Margaret M. Dykes
Asst. Director of Community and Economic Development

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE APPLICATION
FOR FISCAL YEAR 2024 DAKOTA COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDING**

WHEREAS, the City of Rosemount is a participating jurisdiction with the Dakota County Community Development Block Grant (CDBG) Entitlement Program for Fiscal Year 2024 (ending June 30, 2025); and

WHEREAS, the Dakota County Community Development Agency (CDA) is a Subgrantee of Dakota County for the administration of the CDBG Program; and

WHEREAS, the Dakota County CDA has requested Fiscal Year 2024 CDBG applications be submitted by January 19, 2024, based on an allocation of funds approved in the Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED that the City of Rosemount hereby approves the following:

1. The Fiscal Year 2024 CDBG application is approved for submission to the Dakota County CDA.
2. The Mayor and City Clerk for the City of Rosemount is authorized to execute the application and all agreements and documents related to receiving and using the awarded CDBG funds.
3. The Dakota County CDA is designated as the administrative entity to carry out the CDBG program on behalf of the City of Rosemount, subject to future Subrecipient Agreements that may be required for specific CDBG-funded activities.

ADOPTED this 16th day of January, 2024.

By: _____

ATTEST:

City Council Regular Meeting: January 16, 2024

AGENDA ITEM: 2024-2028 Dakota County South Metro SWAT Joint Powers Agreement	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Mikael Dahlstrom, Police Chief	AGENDA NO. 6.q.
ATTACHMENTS: Joint Powers Agreement	APPROVED BY: LJM
RECOMMENDED ACTION: Staff is recommending that the City Council approve the Joint Powers Agreement as attached.	

BACKGROUND

The purpose of this Joint Powers Agreement (JPA) is to establish an organization to coordinate efforts to develop and provide joint response to critical incidents or high-risk entries where there is a risk of criminal violence, occurring within and outside the parties' jurisdictions.

The South Metro SWAT team operates under a joint powers agreement between eleven cities in Dakota County and all of Rice County. This team provides assistance and resources needed to resolve high-risk and critical incidents within these jurisdictions and when requested across the regional Twin Cities area.

Attached is the JPA that details the City of Rosemount's participation; the majority of this agreement has been in place for several decades and has been reviewed by the City's legal representation. For this specific JPA, the only significant change involves updating the terms of the agreement to cover the years 2024 through 2028.

RECOMMENDATION

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

DAKOTA COUNTY SOUTH METRO SWAT

2024 JOINT POWERS AGREEMENT

The parties to this Agreement are units of government responsible for critical incident response in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat § 471.59. This Agreement amends and supersedes the DAKOTA COUNTY SOUTH METRO SWAT, 2019 JOINT POWERS AGREEMENT, and shall become effective only upon the approval and execution hereof by duly authorized officers of all the parties.

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

1. **Name.** South Metro SWAT.
2. **General Purpose.** The purpose of this Joint Powers Agreement is to establish an organization to coordinate efforts to develop and provide joint response to critical incidents or high-risk entries where there is a risk of criminal violence, occurring within and outside of the parties' jurisdictions.
3. **Parties.** The parties to this Agreement shall consist of the following units of government:

City of Apple Valley
City of Farmington
City of Hastings
City of Inver Grove Heights
City of Lakeville
City of Faribault
City of Northfield

City of Mendota Heights
City of Rosemount
City of South St. Paul
City of West St. Paul
County of Dakota
County of Rice

4. **Governance.**
 - 4.1. Governing Board. The governing board ("Board") of the South Metro SWAT shall consist of one member and one alternate member appointed by the chief law enforcement officer of each party to this Agreement. Appointees shall be full-time supervisory peace officers of the appointing party. Resolutions or other documentation of the appointments shall be filed with the chair of the Board.

Members of the Board shall not be deemed to be employees of South Metro SWAT and shall not be compensated by the Board.

- 4.2. Terms. Appointees shall serve at the pleasure of the appointing party and may be removed only by the appointing party.
- 4.3. Officers. During the first quarter of each year the Board shall elect from its members a chair, vice chair and secretary/treasurer. The chair shall preside at all meetings of the Board and shall perform other duties as determined by the Board, including the authority to sign contracts authorized by the Board. The vice chair shall preside during the absence of the chair. The secretary/treasurer shall assist the chair in overseeing the Board's budget and finances.
- 4.4. Meetings. The Board shall have regular quarterly meetings. Special meetings may be held on reasonable notice by the chair or vice chair. The presence of a simple majority of the members shall constitute a quorum. All meetings of the board shall be subject to the Open Meeting Law.
- 4.5. Voting. Each party to this agreement shall have one vote at any meeting of the Board. Proxy votes are not permitted. The Board shall function by a majority vote of board members or alternate members present, provided that a quorum is present.

5. **Duties of the Board.**

- 5.1. The Board will formulate a program to carry out its purpose.
- 5.2. The Board will coordinate information between the parties and the South Metro SWAT.
- 5.3. The Board has the exclusive authority to and shall appoint and supervise the Team Commander and Assistant Team Commanders of the South Metro SWAT, including appointment to fill vacancies in these positions. Appointments require the concurrence of the chief law enforcement officer of the Team Commander's or Assistant Team Commander's employer.
- 5.4. The Board may relieve the Team Commander or an Assistant Team Commander of their duties at any time upon simple majority vote of the Board.
- 5.5. The Board shall review annually the policies and procedures of the South Metro SWAT Team.

6. Powers of the Board.

- 6.1. The Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment to its duties and enforce such contracts to the extent available in equity or at law, except that the Board shall not enter into any contract the term of which exceeds one year.
- 6.2. The Board may enter in written contracts with any party to provide budgeting and accounting and administrative services necessary or convenient for the Board. Such services may include but not be limited to: management of all funds, payment for contracted services and other purchases, relevant bookkeeping and record keeping, records management, training records, and purchase of equipment.
- 6.3. The Board may disburse funds in a manner which is consistent with this Agreement and with the method provided by law for the disbursement of funds by the party under contract to provide budgeting and accounting services.
- 6.4. The Board may apply for and accept gifts, grants or loans of money or other property (excluding real property) or assistance from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money or other property and assistance in accordance with the terms of the gift, grant or loan relating thereto.
- 6.5. The Board must obtain and maintain liability insurance in amounts not less than the statutory liability limits established under Minn. Stat. Ch. 466 and may obtain other insurance it deems necessary to insure the parties, the Board, its members and employees of the parties for actions arising out of this Agreement, including, but not limited to extended reporting period coverage upon termination. With respect to employees of parties who have responded to a request for assistance pursuant to paragraph 9.5.1, they will be deemed to be taking actions arising out of this Agreement from the time they receive a request for assistance pursuant to this Agreement and commence traveling to the location where assistance is to be provided until the Team Commander or Assistant Team Commander has made the decision pursuant to paragraph 9.5.1 to recall the team.
- 6.6. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law. The purchasing and contracting requirements of the party providing budgeting and accounting shall apply to the Board.
- 6.7. The Board may cooperate with other federal, state and local law enforcement agencies to accomplish the purpose for which it is organized.

- 6.8 South Metro SWAT does not have the authority to seize property for purposes of Minn. Stat. §§ 609.531-.5318.
- 6.9. The Board may retain legal counsel to advise the Board and provide civil legal services. The Dakota County Attorney's Office is not the Board's legal counsel.
- 6.10. All cash monies derived from South Metro SWAT operations shall remain the property of south Metro SWAT and shall be used in furtherance of South Metro SWAT efforts.
- 6.11 The Board is not responsible for investigating the conduct of the Team Commander, an Assistant Team Commander or any team member assigned to the South Metro SWAT. The Board will forward any complaints about any of the conduct of any such individual to the individual's employing agency.

7. **Budget and Finance.**

- 7.1. Budget. By April 30 of each year the Board shall prepare and adopt a budget for the following calendar year and may amend the same from time to time.
- 7.2. Expenses. The parties intend to fund South Metro SWAT through annual contribution paid by each party. The Board shall establish the contribution by April 30 of the year prior to the year when the contribution is payable. The parties agree to pay the contribution as determined by the Board on or before January 31 of the year following the determination, provided that the respective city council or county board for each party has included funds for this purpose in its adopted budget. If a party elects to withdraw from this Agreement, there will be no reimbursement of any part of the contribution made for the year of withdrawal.
- 7.3. Accountability. If the Board elects to contract with a party to provide budgeting and accounting services, the Board shall enter into a written fiscal agent agreement with such party. The fiscal agent shall forward reports on South Metro SWAT receipts and disbursements to the members on a monthly basis. Fiscal agent responsibilities include but are not limited to management of all funds, including party contributions and grant funds, payment for contracted services, and bookkeeping and recordkeeping. All funds shall be accounted for according to generally accepted accounting principles.
- 7.4 Invoices. The secretary/treasurer may authorize payment of invoices which are consistent with the adopted budget and shall report to the Board all such invoices at its next regular meeting.

8. **South Metro SWAT Team members.**

- 8.1. The Team Commander and Assistant Team Commanders and team members shall be licensed peace officers. The chief law enforcement officer of each party shall assign licensed peace officers to serve as South Metro SWAT team members, subject to approval of the Team Commander. Appointment as a Team Commander, Assistant Team Commander or team member pursuant to this Agreement shall not obligate any party to pay its employees so appointed any premium pay.
- 8.2. Team Commander, Assistant Team Commanders and team members assigned to the South Metro SWAT at all times will remain employees of the members' respective jurisdictions and will not be employees of the Board.

9. **Operations.**

- 9.1. Team Structure. The Team Commander, with Board approval, will organize a leadership structure for South Metro SWAT that ensures efficient operation and deployment of resources.
- 9.2. Budget. The Team Commander will prepare and present to the Board annually a requested operating and capital improvement budget for the following year.
- 9.3. Communication. The Team Commander will act as a liaison between the South Metro SWAT and the Board, providing quarterly updates on team status, deployment, and budget.
- 9.4. Training. The Team Commander shall be responsible for arranging monthly and annual training events for team members, consistent with direction from the Board. The Team Commander shall also be responsible for maintaining records of the training received by team leaders and members as well as records of all other activities undertaken by the Team Commander, Assistant Team Commanders, team leaders and team members pursuant to this Agreement.
- 9.5. **Deployment.**
 - 9.5.1. Requests for Assistance. Whenever a party, in its sole discretion, determines that conditions within its jurisdiction cannot be adequately addressed by that jurisdiction's personnel and resources because of a critical incident or need for high risk entry, the party may request, in accordance with policies and procedures of the Board, that the South Metro SWAT deploy a South Metro SWAT team to assist the party's jurisdiction. Upon a request for assistance, a South Metro SWAT team may be dispatched to the requesting party, in accordance with policies and procedures of the Board. A party may decline to make its personnel

available in response to any such request. Failure to provide assistance in response to a request made pursuant to this Agreement will not result in any liability to a party or South Metro SWAT. The Team Commander or Assistant Team Commander shall notify the Board members representing the employing agencies' team members who are deployed anytime that assistance is provided pursuant to this Agreement. The Team Commander will report to the Board quarterly regarding any assistance provided to a party pursuant to this Agreement. The Team Commander or an Assistant Team Commander may at any time and in his/her sole judgment recall the team. The decision to recall a team provided pursuant to this Agreement will not result in liability to the South Metro SWAT, any party, or to the Team Commander or Assistant Team Commander who recalled the team.

- 9.5.2. Direction and Control. A party may at any time recall its personnel or equipment if it is considered to be in the best interests of the party to do so. South Metro SWAT team members will be under the tactical control of the Team Commander or other person in command of the scene, until a party withdraws its personnel or equipment.
- 9.5.3. Compensation. When the South Metro SWAT provides services to a requesting party, the personnel of the South Metro SWAT shall be compensated by their respective employers just as if they were performing the duties within and for the jurisdiction of their employer. No charges will be levied by the South Metro SWAT or by the parties for specialized response operations provided to a requesting party pursuant to this Agreement unless that assistance continues for a period exceeding 24 continuous hours. If assistance provided pursuant to this agreement continues for more than 24 continuous hours, and the assistance is not provided in connection with a police call for services, any party whose officers provided assistance for South Metro SWAT may, at the direction of the board, submit itemized bills for the actual cost of any assistance provided, including salaries, overtime, materials and supplies, to the South Metro SWAT and the South Metro SWAT shall submit the invoices to the requesting party. The requesting party shall reimburse the South Metro SWAT for that amount, and the South Metro SWAT shall forward the reimbursement to the responding party.
- 9.5.4. Workers' Compensation. Each party to this Agreement shall be responsible for injuries to or death of its own employees in connection with services provided pursuant to this Agreement. Each party shall maintain workers' compensation coverage or self-insurance coverage, covering its own personnel while they are providing assistance as a member of the South Metro SWAT. Each party to this Agreement waives the right to sue any other party for any workers' compensation benefits

paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or agents. The Team Commander, Assistant Commander, and team members are not employees of the South Metro SWAT.

- 9.5.5. Damage to Equipment. Each party shall be responsible for damage to or loss of its own equipment occurring during deployment of the South Metro SWAT. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or agents.
- 9.5.6. Liability and Indemnification. The South Metro SWAT is a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Agreement.

The South Metro SWAT shall defend and indemnify the parties and their officers, employees, volunteers, and agents from and against all claims, damages, losses, and expenses, including reasonable attorney fees, arising from the South Metro SWAT activities or operations, including deployments of a South Metro SWAT team, decisions of the Board, and South Metro SWAT training activities.

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

Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466 or a waiver of any available immunities or defenses. Under no circumstances shall a party be required to pay on behalf of itself and any other parties any amounts in excess of the limits of liability established in Minnesota Statutes Ch. 466 applicable to any third-party claim. The statutory limits of liability for some or all of the parties may not be added together or stacked to increase the maximum amount of liability for any third-party claim.

Any excess or uninsured liability shall be borne equally by all the parties, but this does not include the liability of any individual officer, employee,

or agent which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

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

9.6. Aid to Non-Parties.

9.6.1. Upon a request for assistance from a governmental unit that is not a party to this Agreement, a South Metro SWAT team may be dispatched to such governmental unit, in accordance with policies and procedures of the Board, for a period of time not to exceed 24 hours, provided that the police chief or Sheriff, as appropriate, has consented to such deployment of his or her respective employees. Failure to provide assistance in response to any such request shall not result in any liability to a party or South Metro SWAT. The Team Commander or Assistant Team Commander shall notify the chair of the Board any time such assistance is provided. The Team Commander or Assistant Team Commander may at any time and in his/her sole judgment recall the team. The decision to recall a team hereunder shall not result in any South Metro SWAT liability.

9.6.2. Any party whose officers provided assistance pursuant to this paragraph may, at the direction of the board, submit itemized bills for the actual cost of any assistance provided, including salaries, overtime, materials and supplies to the South Metro SWAT and the South Metro SWAT shall submit the invoices to the requesting entity. The South Metro SWAT shall forward any payments it receives in connection with such invoices to the invoicing party.

10. **Term.** The term of this Agreement shall be effective only when all the parties have signed this Agreement. The chair of the Board shall notify the parties in writing of the effective date of this Agreement. This Agreement shall continue in effect until terminated in accordance with paragraph 11.2 or December 31, 2028, whichever first occurs.

11. **Withdrawal and Termination.**

11.1. Withdrawal. Any party may withdraw from this Agreement upon 90 days' written notice to the other parties. Withdrawal by any party shall not terminate this Agreement with respect to any parties who have not withdrawn. Withdrawal shall not discharge any liability incurred by any party prior to withdrawal. Such liability shall continue until discharged by law or agreement.

A withdrawing party shall have no claim to any property or assets owned or held by South Metro SWAT.

11.2. Termination. This Agreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or (b) when a majority of remaining parties agrees to terminate the Agreement upon a date certain.

11.3. Effect of Termination. Termination shall not discharge any liability incurred by the South Metro SWAT or by the parties during the term of this agreement. Upon termination and after payment of all outstanding obligations, property or surplus money held by the South Metro SWAT shall then be distributed to the parties in proportion to their contributions.

12. **Notice.** Notice of withdrawal shall be provided by first class mail to the following:

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

Farmington Chief of Police
19500 Municipal Drive
Farmington, MN 55024

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

Inver Grove Heights Chief of Police
8150 Barbara Avenue
Inver Grove Heights, MN 55077

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

Faribault Chief of Police
25 4th St NW
Faribault, MN 55021

Northfield Chief of Police
1615 Riverview Dr
Northfield, MN 55057

Mendota Heights Chief of Police

1101 Victoria Curve
Mendota Heights, MN 55118

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

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

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

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

Rice County Sheriff
118 3rd St NW
Faribault, MN 55021

13. **Miscellaneous.**

- 13.1. Amendments. This agreement may be amended only in writing and upon the consent of each of the parties' governing body.
- 13.2. Records, accounts and reports. The books and records of the South Metro SWAT shall be subject to the provisions of Minn. Stat. Ch. 13.
- 13.3. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the chair of the Board.
- 13.4. Additional Parties. Any other municipality within Dakota County or any municipality or County adjacent to Dakota County may become a party to this Agreement upon approval of the Board, adoption of a resolution by the entity's governing body, execution of this Agreement, and filing of the same with the chair of the Board.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Approved by Dakota County Board

COUNTY OF DAKOTA

Resolution No.: 18-_____

Dated: _____

Approved as to form:

By: _____

Name: _____

Title: _____

Date of Signature: _____

Assistant County Attorney/ Date

KS18-357 2019 JPA for SOUTH METRO SWAT

CITY OF APPLE VALLEY

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF FARMINGTON

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF HASTINGS

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF INVER GROVE HEIGHTS

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF LAKEVILLE

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF MENDOTA HEIGHTS

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF ROSEMOUNT

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF SOUTH ST. PAUL

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF WEST ST. PAUL

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF NORTHFIELD

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF FARIBAULT

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

COUNTY OF RICE

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **Rice County Sheriff**

Date: _____

City Council Regular Meeting: January 16, 2024

AGENDA ITEM: Approval of Senior Police Records Specialist Position and Grade Revision of the Records Specialist Position.	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Mikael Dahlstrom, Police Chief Logan Martin, City Administrator	AGENDA NO. 6.r.
ATTACHMENTS: Job Description	APPROVED BY: LJM
RECOMMENDED ACTION: Staff recommends that the City Council approve the job description as attached.	

BACKGROUND

"Developing a high performing organization" remains a steadfast goal of the City. In an effort to maintain employee retention and enhance career development opportunities, the Senior Police Records Specialist position was created to provide staff with development opportunities and also to assist with overall police department operations.

Currently, the Records Division in the Police Department includes an entry-level position (Police Records Specialist) and a supervisory position (Police Records Supervisor). A proposed, newly created Senior Police Records position would create an opportunity for career growth and development for records staff, allowing promotion from the entry level position to the supervisory position. In addition, with the rapid growth that the Department and City have experienced, the Department is in need of assistance with the maintenance and operation of the property/evidence room and the tracking and reporting of training for licensed staff.

Specifically, in addition to the responsibilities of the "Police Records Specialist" position, the "Senior Police Records Specialist" would assume the responsibility of maintaining the property room and releases of evidence. These duties include, inventories and chain of custody of property and evidence submitted, reviews/audits of retention requirements for property/evidence, processes for sale/disposal/return to owner, coordination of sales/disposal/return to owners, assisting with the pharmaceutical disposal program, maintaining security and cleanliness of property room and evidence area, and maintaining current knowledge of federal, state, and local regulations related to evidence and property management.

The position would also be responsible for managing and tracking the Department's required courses for peace officer licensing renewal, reviewing peace officer and standards and training (POST) guidelines for required training and policy to ensure compliance, and submitting POST credits for reimbursement via the State annually.

Considering the current growth and projections for our Department, many comparable cities have hired additional employees to work as property/evidence technicians to meet Department needs and mandates. Our Department believes we can utilize current staff to be trained and work in this hybrid role. Not only will this position create career development opportunity for Records staff, but it will help maximize the capability of current staffing and bring better focus to areas of high liability. The Senior Records Specialist will help reduce potential liability concerns for the City via proper tracking and auditing of the property room and ensuring compliance with state policy and training mandates.

HR Manager Issac reviewed the updated job descriptions utilizing the SAFE Evaluation System to consider the duties of both positions and determine any potential changes in compensation, grade placement, and pointing. It is recommended that the Senior Police Records Specialist position be placed at a Grade 12 and assigned 238 points and the Police Records Specialist be placed at a Grade 10 and assigned 200 points based on the nature and scope of the work, other position responsibilities within the City, and pay equity data.

In review of the approved 2024 budget allocations for the police department, the budget is capable of absorbing the additional staffing costs.

RECOMMENDATION

Staff recommends that the City Council approve the job description as attached.

City of Rosemount, Minnesota

Job Description

Title: Senior Police Records Specialist

FLSA Status: Non-Exempt

Department: Police Department

Updated: 1/21/2024

Division: N/A

General Summary

Performs work providing customer service, clerical and administrative support to the Police Department. This position requires significant involvement in data entry, records management, filing, customer interaction, telephone proficiency, transcription, reporting, researching and various other clerical skills.

Additionally, serves as coordinator for tracking and reporting officer training, and manages the property room and release of evidence. A Senior Police Records Specialist must maintain a level of confidentiality when dealing with information and records.

Work is performed under the supervision of the Police Record Supervisor.

Essential Functions

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are not intended to be an exhaustive list of all responsibilities, duties, and skills required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

- Work involves responsibility for performing administrative services requiring initiative, independent judgement, and discretion. This position is also responsible for communication with internal staff and external clients; proficient social interaction skills are a must.
- Proofreads and corrects police reports; maintains computer files for cases; transcribes statements and interviews including sensitive, confidential and graphic information; runs criminal histories and other inquiries.
- Assists the general public, other departments, and outside agencies by phone, email, and in person; receives and responds to inquiries and complaints; answers questions and provides information; directs inquiries to appropriate resource as needed.
- Maintains composure and practices effective conflict resolution skills when interacting with angry or emotional customers.
- Performs research and responds to data requests and other inquiries according to Minnesota Data Practices Act.
- Responds to requests from City or County Attorneys.
- Manages the property room and releases of evidence. Processes property and/or evidence for the department; inventories and maintains chain of custody of property and evidence submitted; reviews retention requirements for property/evidence; processes for sale/disposal/return to owner; coordinates sales/disposal/return to owners; assists with pharmaceutical disposal program, maintains security and cleanliness of property room and evidence area; maintains current knowledge of federal, state, and local regulations related to evidence and property management.
- Processes gun permits, solicitor permits, and dog licenses; compiles statistics upon request.
- Performs research and compiles case information including evidence such as body camera and squad video; submits to appropriate counsel for prosecution or other law enforcement affiliates in a time-sensitive environment.

City of Rosemount, Minnesota

Job Description

- Ensures case information is correct for accurate crime reporting to the Minnesota BCA and FBI using the National Incident Based Reporting System, including troubleshooting and analysis of system messages and data.
- Manages tracking and reporting of officer training. Tracks officers' POST required courses for renewal; reviews POST guidelines for required training and policy to ensure compliance; submits POST credits for reimbursement annually.
- Track officers' overtime shifts on spreadsheet for budgeting and stat purposes.
- Other duties as assigned.

Minimum Qualifications

- Associates/Technical degree
- Five years progressively responsible office experience in public safety or equivalent combination of education and experience.
- Valid driver's license
- Understanding of police software systems.
- Obtain Minnesota Bureau of Criminal Apprehension (BCA) certification within two months of hire.
- Obtain a certification as an Evidence Specialist from an association approved by agency within 12 months of hire or placement into the position.

Desirable Qualifications

- Completion of a post-secondary program in a secretarial, administrative assistant, or similar program.

Working Conditions

Physical Requirements and Activity

This work requires the frequent exertion of up to 10 pounds of force and occasional exertion of up to 25 pounds of force; work regularly requires sitting, speaking or hearing, using hands to finger, handle or feel and repetitive motions and occasionally requires standing, walking and reaching with hands and arms.

Sensory Requirements

Work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels.

Sensory Utilization

Work requires preparing and analyzing written or computer data and observing general surroundings and activities.

Environmental Conditions

Work has no exposure to environmental conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

City of Rosemount, Minnesota

Job Description

The statements in this class description are intended to describe the general nature and level of work being performed by incumbent(s) assigned to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified.

City Council Regular Meeting: January 16, 2024

AGENDA ITEM: Public Improvement Hearing for the 2024 Street Improvement Project, City Project 2024-01	AGENDA SECTION: PUBLIC HEARINGS
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 7.a.
ATTACHMENTS: Resolution, Project Map, Neighborhood Meeting 1 Comments, E-mail/Voice Mail Comments, Schedule	APPROVED BY: LJM
RECOMMENDED ACTION: Adopt a Resolution Ordering the 2024 Street Improvement Project, City Project 2024-01 and Authorizing final preparation of Plans and Specifications and Authorization to Bid	

BACKGROUND

The 2024 Street Improvement Project (SIP), City Project 2024-01, is included as part of the 2024 - 2033 Capital Improvement Plan. The streets were identified for this improvement through the City's pavement management evaluation and are shown in the attached map. The project is proposed to consist of full depth reclamation, spot repair of curb and gutter, minor utility work and replacement of pedestrian ramps to meet ADA standards. The streets planned for the 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
- Columbarry Circle between 153rd Street W and the northern 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, which was subsequently accepted at the December 21, 2023, City Council meeting. That report, prepared by TKDA, the city's consultant, reviewed existing conditions and proposed improvements, detailed the costs and funding sources and estimated the assessments. Ultimately, the report found this project feasible, cost-effective and necessary.

The next step in the process is to hold the Improvement Hearing as required by Minnesota Statute Chapter 429. Ordering of the improvement allows final design and planning to progress on this project. Upon completion of the final design, this project will be advertised for bids. There will also be

an additional public hearing regarding assessments after bids are received.

Public Engagement

On December 6, 2023, staff hosted an open house for residents along the project corridor at the Rosemount Community Center. Display boards and an informational handout were available there and are also posted on the project webpage (www.rosemountmn.gov/2024streets). Subsequent to that, a mailing was sent to the neighborhood, and as of January 10, 2024, staff has heard from 10 residents. Staff has responded to all questions and a summary is attached. Generally, the residents have been supportive of the project and comments received cover the following topics:

- Questions clarifying the scope
- Driveway access concerns
- Speeding or inattentive driving
- Proposed or requested parking restrictions
- Restoration of turf
- Drainage questions
- Requests for possible pedestrian improvements within and adjacent to the project area
- Assessment questions
- Requested additional information on potential street removals, impact on emergency services and bus routes

Staff reached out to both emergency services and the bus company for ISD 196 regarding the proposed street closures. Emergency services did not express any concerns about response times if those road sections are removed. The bus company representative stated that they would be able to accommodate those closures as long as access was still provided by the other roads in that area.

Project Scope

There are some particular scope items for consideration by City Council. The first one concerns removing two short roadway segments. These two segments are Circle Avenue and Columbia Way between 153rd Street W and 154th Street W. Neither segment has driveways and the short segments provide minimal connectivity benefit to the neighborhood. The right of way would not be vacated as each segment has existing utilities which require access for maintenance. It is proposed to pave a 10-foot wide trail to maintain pedestrian connections. These locations are also being reviewed for potential rain gardens as well as other landscaping. Some additional design effort would be required; however, the reduction in construction costs is anticipated to exceed the additional expense. Most residents were supportive of this once they were informed that a paved trail would replace the existing roadway segment.

Several residents requested additional pedestrian improvements adjacent to the project corridor. Currently, staff is preparing for a more comprehensive review of pedestrian improvements along the city's collector roadway system. This proposed study would review those areas mentioned by the residents, and as a result potential improvements would be planned at a future date.

One final item concerned parking near Claret Park. Currently, there are no parking restrictions on Claret Avenue adjacent to Claret Park and, as a result, there are times when cars are parked on both

sides of the street. A review of the corridor indicates that there may be an opportunity to widen the road to accommodate some adjacent parallel parking spaces.

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	
<i>Subtotal</i>	<i>\$ 1,681,648</i>	
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 is detailed below.

TOTAL PROJECT FUNDING		
FUND SOURCE		AMOUNT
Street CIP		\$ 1,142,741
Assessments		\$ 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 multifamily. This results in a need to calculate the multifamily cost separately. The multifamily frontage is known, so that a percentage of the total project corridor can be calculated. That percentage is then used to establish the total assessment amount for the multifamily 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 Family 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-Family 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 that the City Council hold the public hearing on improvements and address comments regarding the planned improvements. At the conclusion of the hearing, staff recommends the Council adopt the attached resolution ordering the project for the 2024 Street Improvement Project, City Project 2024-01, directing staff to prepare final plans and specifications, and authorizing the advertisement for bids.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2024-XX

**A RESOLUTION ORDERING THE IMPROVEMENTS, AUTHORIZING THE PREPARATION
OF FINAL PLANS AND SPECIFICATIONS, AND AUTHORIZING THE ADVERTISEMENT
FOR BIDS ON THE 2024 STREET IMPROVEMENTS PROJECT CITY PROJECT 2024-01**

WHEREAS, Resolution 2023-137 was adopted by the City Council on December 21, 2023, fixed a date for the Council hearing on Improvement number 2024-01, the proposed improvement of:

- 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
- Columbar Circle between 153rd Street W and the northern 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, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 16th day of January 2024, at which all persons desiring to be heard were given an opportunity to be heard thereon.

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

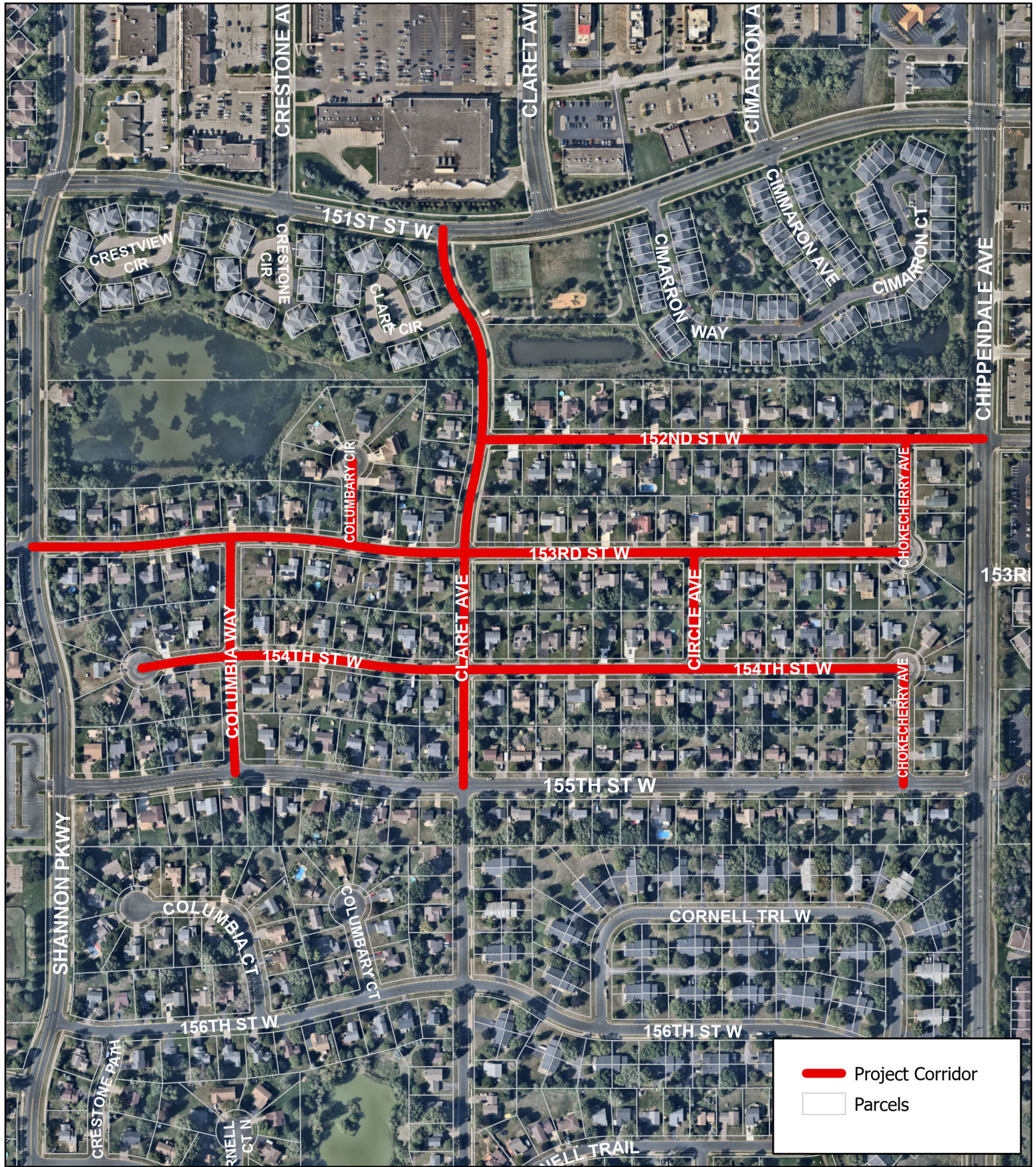
1. Such improvement is necessary, cost effective and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in Council Resolution 2023-137 adopted on November 16, 2021, subject to any amendment and revisions made by the City Council at the January 16, 2024 City Council meeting. The City Clerk shall cause to be made a matter of record via this resolution any amendments to design features made by the City Council at the January 16, 2024 City Council meeting. The City Council hereby amends the project scope and plans as follows:
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.
4. The City Council orders the preparation of plans and specifications for said improvements of City Project 2024-01.
5. Upon completion of the preparation of the final plans and specifications, the City Clerk is authorized to post advertisement soliciting bids for the project, following all requirements of Minnesota State Statutes.

ADOPTED this 16th day of January 2024.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk



RESIDENT COMMENTS

2024 Street Improvement Project – Neighborhood Meeting 12/6/2023

<u>Name/Address</u>	<u>Comments</u>	<u>City Staff Response</u>
Daniel Freiburger 3660 154 th St W.	- Asked about general items on the project (MnDOT Bridge Designer) - Staff directed to the possible road closure board; stated he was amenable to that change, did like the idea of trail there	- Explained reclaim process and what would happen during the project - Staff pointed out the possible closures and trail construction
Joe & Amy Heimkes 15201 Claret Ave.	- Asked about general items on the project - Requested review of possibility for a crosswalk somewhere along 151st St. Mentioned Cub in particular. - Asked whether parking restriction would be implemented on Claret. - Concerns about speed along that portion of the road. - Requested a review of potential for parking area near Claret Park	- Explained reclaim process and what would happen during the project - Told that it wasn't part of the project, but could be reviewed for the area - Told that there were no planned changes to implement parking restrictions on Claret - Will follow up to see about that for Traffic Safety Committee - Will review and see what could possibly be done there.
Patrick Schreier 3646 152 nd St W.	- Asked about general items on the project - Echoed concern about ped crossing on 151st St - Was generally supportive of the road closures as shown on the display boards	- Explained reclaim process and what would happen during the project - Told that it wasn't part of the project, but could be reviewed for the area - Took feedback and said that addition information was still being compiled.
Michele & Pat Gramaglia 3995 153 rd St W.	- Asked about general items on the project - Requested review and possible improvement of ped crossing at Shannon and 155th St (Michele works for another municipality and was aware of other crosswalk warning)	- Explained reclaim process and what would happen during the project - Told that it wasn't part of the project, but could be reviewed for the area

RESIDENT COMMENTS

2024 Street Improvement Project – Neighborhood Meeting 12/6/2023

Don & Bea Brown 3825 153 rd St W.	- Asked about general items on the project - Concerned about emergency service connections if Columbia is removed...did not say anything about Circle - Columbia @ 153rd St should have a stop sign -Mentioned that there seems to be a speed issue in the area	- Explained reclaim process and what would happen during the project - Explained that additional information was still being compiled and discussions with emergency services would be part of the process. - Explained that we'd review if needed. - Will follow up to see about that for Traffic Safety Committee
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RESIDENT COMMENTS

2024 Street Improvement Project – Neighborhood Meeting 12/6/2023

Map showing residents and issues locations.





444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com



City of Rosemount
2024 Street Improvements Project
Neighborhood Meeting
December 6, 2023

Please describe any questions, comments, or concerns below:

153rd St. West & Columbia Ave -
IF Columbia Ave is deleted, what impact
will it have on Fire/Rescue, Police or School buses?

Columbia Ave @ 153rd St W Should have a
Stop Sign or Yield Sign

Donald Brown
3825-153rd St. W



444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com



City of Rosemount
2024 Street Improvements Project
Neighborhood Meeting
December 6, 2023

Please describe any questions, comments, or concerns below:

- I am in favor of the removal of Columbia Av. It would feed traffic a different way. It would reduce traffic.
- I believe there should be a pedestrian crossing @ Claret to the North side of 151st
- Crosswalk on Shannon @ 155th needs a lighted sign w/ a button for pedestrians to push.

RESIDENT COMMENTS

2024 Street Improvement Project – Neighborhood Comments as of January 10, 2024

<u>Name/Address</u>	<u>Comments</u>	<u>City Staff Response</u>
Jennifer and Josh Knutson 3790 152 nd St W.	- Received notice of meeting after the meeting. - Concerns about potential driveway removal (just replaced their driveway) - Question about turf removal and replacement due to sidewalk work - Question about assessments - Question about access to garage/property during work	- Stated that the notice was mailed to residents and presented as an “open house” type meeting. - Responded that only impact would be due to curb replacements if needed. If it was removed it would be replaced to match as it appears to be a plain concrete driveway. - Responded that ADA improvements at the curb cut would be needed and that turf would be replaced by seeding. - Explained that assessments are a 10-year payback and interest accrues annually. - Generally, they will have access daily; however, exceptions may occur, but those would be partial days or hours at a time and not several days.
Craig Schalliol 3669 154 th St W.	- Asked about additional info for the potential removal of Circle Ave. as he walks along Circle daily. - Asked about ‘objectives, potential cost savings, impact [sic] the traffic flow and related safety concerns.’ related to the removal.	- Explained intent as a potential cost savings by reducing pavement, no final decision has been made. Would construct a 10’ trail and some landscaping. - Mentioned that it was a potential saving, but no calculations are completed. Minimal impact to traffic flow.
Michelle Cacich 15230 Chokecherry Ave	- Call received by TKDA regarding settled concrete sidewalk south of her driveway.	- TKDA spoke to Michelle on the phone and made note of the location for the design effort and construction.

RESIDENT COMMENTS

2024 Street Improvement Project – Neighborhood Comments as of January 10, 2024

Kyle Prahl 3597 154th St W.	- Mentioned the removal of Circle Ave and asked about potential for some grading adjustments due to previous owners in the area causing some low areas. Provided photos from Derick Anderson	- Responded that we'd need to do some additional review and that it could be possible to regrade in that area, but might require removal of fencing in the easement.
Jason and Lisa Ostrander 3869 154th St W.	- Commented on potential for removal of Columbia Ave and asked that drainage be reviewed as there has been some localized flooding during previous snow melt/ice. - Mentioned that he has previously removed snow at the CB.	- Responded that we're still reviewing the potential for road removal and that drainage would be part of that review. Possible trail and rain garden may be part of that as well. - Expressed appreciation for his past assistance clearing snow.
Amy Wagner 3717 154th St W	- Appreciation for communication and work to maintain roadways safely. - Question re: closure of Columbia and Circle, would those be new home lots? If so, she is opposed. - Concerned a trail/path would feel like it 'going through someone's property' - Put in new concrete driveway and asked about impacts - Financial impacts to residents are significant and asked for competitive bids and lowest interest rate possible. - Second e-mail sent because the reply to the first was caught in her e-mail spam filter.	- - Removal of street would not create new lots, but a trail and landscaping/rain gardens due to existing utility loops under that street. - See previous - Stated that driveway impacts would only happen if curb repair was needed. Aerial seems to indicate curb is currently functioning well. - Stated that we do use lowest bid efforts and that future updates to assessments would come as design progresses. - Replied, and called to ensure that she received the e-mail. Discussed her questions for 30 minutes and covered the topics she mentioned in her e-mail.

RESIDENT COMMENTS

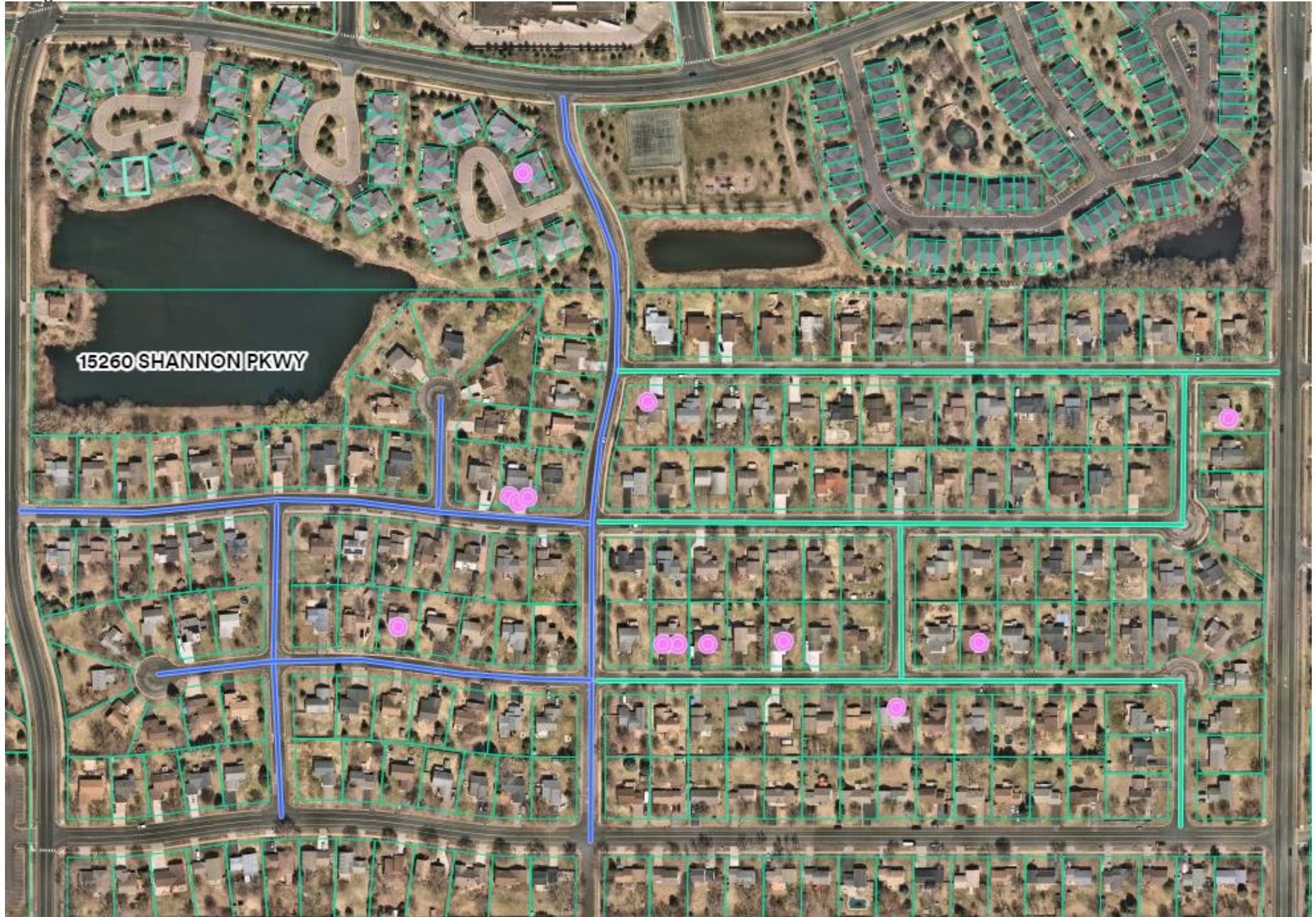
2024 Street Improvement Project – Neighborhood Comments as of January 10, 2024

Don & Bea Brown 3825 153rd St W.	<u>Several e-mails in this chain and they did attend the Neighborhood Meeting on 12/6/23.</u> - Concerns about closure of Columbia Ave: - Would increase risk for vehicle/pedestrian accidents. - Would increase emergency response times. - Create potential for ‘homeless encampments’. - Impact school bus routes and increase vehicle/pedestrian accidents. - Does not support closing Columbia, Circle or Chokecherry.	- Comments provided via additional e-mail and summarized below: - Will discuss with TKDA; however, traffic increase would be minimal - Received response from Police and Fire with no concerns about increase response times. - Stated that likelihood of ‘encampments’ is extremely small and property owners could contact law enforcement to address - Reviewed with ISD 196 and they stated this closure would be manageable as long as buses and operate on 153rd and 154th - Stated that Chokecherry was not proposed for closure.
Adam Bengtson 3628 154th St W.	- Questions about eliminating Circle Ave. - Potential costs for elimination	- Left voice mail on January 2, 2024 - Left voice mail on January 10, 2024
Karen Jeffrey 3701 154th St W	- Planning to sell home mid-March and asked about assessments and how that’s addressed.	- Left voice mail on January 2, 2024 - Called January 10, 2024 and discussed briefly. She had also contacted the assessors office to get an understanding on the issue.
Carl Colmark 15139 Claret Cir	- Requested “No Parking” signs along the west side of Claret Ave in the vicinity of the park.	- Responded that city is not considering No Parking; however, a review of adding a parallel parking area along the park may help with some concerns.

RESIDENT COMMENTS

2024 Street Improvement Project – Neighborhood Comments as of January 10, 2024

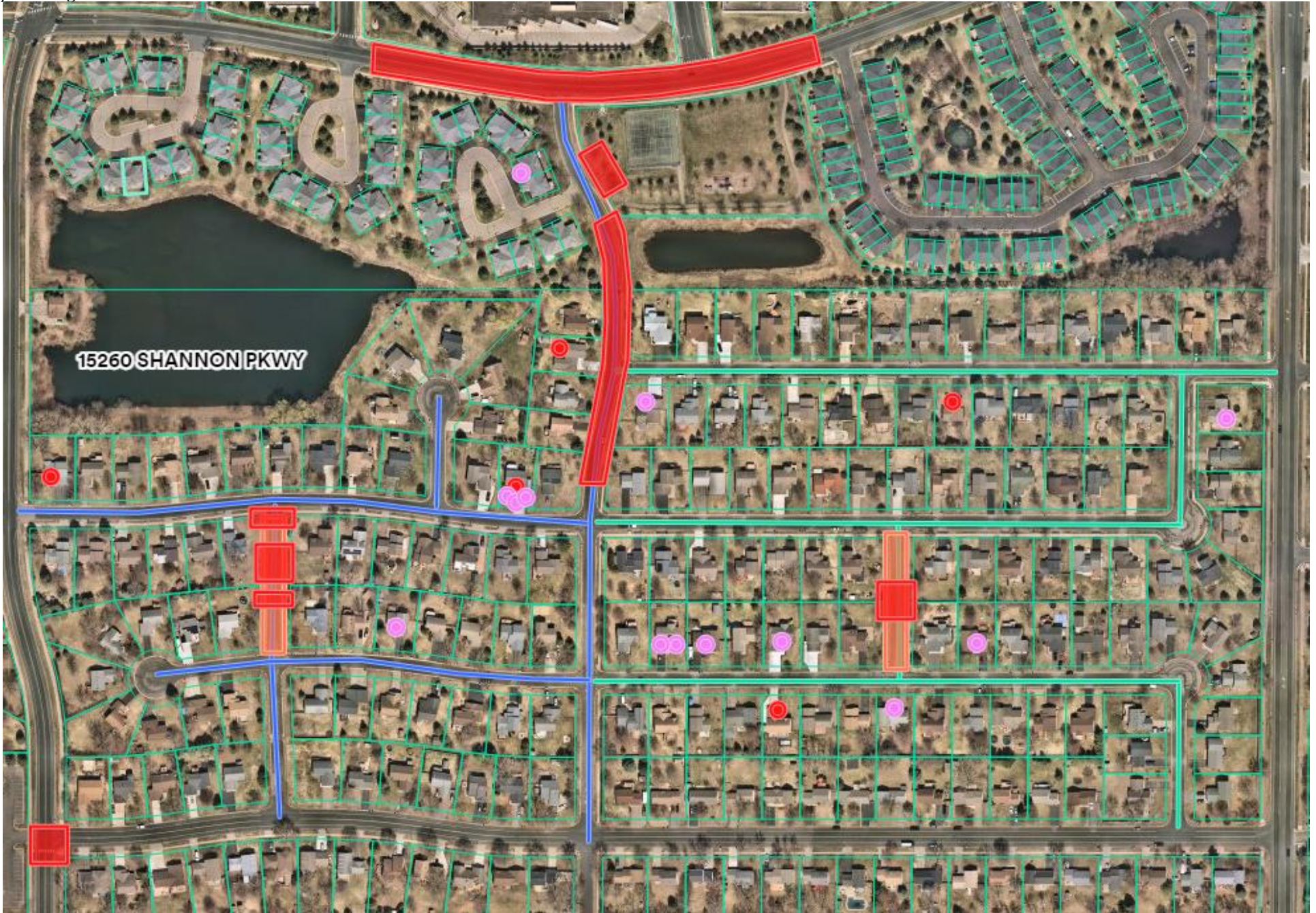
Map showing comments via e-mail/voice mail.



RESIDENT COMMENTS

2024 Street Improvement Project – Neighborhood Comments as of January 10, 2024

Map showing ALL comments and issues locations.



CITY OF ROSEMOUNT

2024 STREET IMPROVEMENT PROJECT (CP 2024-01)

SCHEDULE OF PROJECT MILESTONES

<u>DATE</u>	<u>ACTION</u>
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 21, 2023 City Council Meeting	➤ City Council Considers a Resolution to: ○ Accepts Feasibility Report ○ Call Public Hearing on Improvement on January 16, 2024 ○ Authorize Preparation of Plans and Specs
December 22, 2023	➤ Notice of Public Hearing sent to Local Paper
December 27, 2023	➤ Mail Notice of Public Hearing to Property Owners
December 29, 2023	➤ 1st Publication of Notice of Public Hearing in Local Paper
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 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: ○ Award Contract ○ Declare Costs to be Assessed ○ 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

City Council Regular Meeting: January 16, 2024

AGENDA ITEM: Report on Annual Evaluation of City Administrator	AGENDA SECTION: UNFINISHED BUSINESS
PREPARED BY: Logan Martin, City Administrator	AGENDA NO. 8.a.
ATTACHMENTS:	APPROVED BY: LJM
RECOMMENDED ACTION: Discuss results of the annual evaluation of the City Administrator and provide report on the closed meeting of January 2, 2024.	

BACKGROUND

In accordance with the terms of the employment contract with City Administrator Martin, the City Council conducted a performance evaluation during a closed meeting held on January 2, 2024. As required by State Statute 13D.05 Subd.3, the City Council must summarize the conclusions of its evaluation at the next open meeting.

Human Resources Manager Jaime Issac provided each Councilmember with a digital survey to numerically assess the City Administrator's performance in 7 categories, along with a review of progress on key 6 to 12 month priorities. A summary table of the 7 categories discussed is below:

Work Area Avg.	(scale of 1 to 5)
Organizational Management	4.75
Fiscal/Business Management	4.5
Relationship with the Council	4.5
Long Range Planning	4
Relationship with the Public	4
Intergovernmental Relations	4.25
Professional & Personal Development	4.5

The City Council and City Administrator discussed areas of strength and quality performance demonstrated in the last year of employment, and reviewed opportunities for continued growth.

Overall, the City Council's comments and evaluations indicated that the City Administrator is meeting or exceeding their expectations. Additional discussion or summary comments from the Council can be provided at the meeting.

RECOMMENDATION

Staff requests the City Council provide a summary of the annual evaluation of the City Administrator, as required by Minn. Statute 13D.05 Subd. 3.

City Council Regular Meeting: January 16, 2024

AGENDA ITEM: PD PW Campus Project Update	AGENDA SECTION: NEW BUSINESS
PREPARED BY: Logan Martin, City Administrator	AGENDA NO. 9.a.
ATTACHMENTS: PDPW Jan 24 Update, Overall Budget, Change Order Status Summary	APPROVED BY: LJM
RECOMMENDED ACTION: Staff recommends that the City Council receive the January update on the PD PW Campus project	

BACKGROUND

As previously discussed, City staff will provide an update each month on the status of the PD PW Campus project. Each update will include an overview of the current state of the budget, pending change orders (including requesting any needed authorization of change orders), and a glimpse into the work happening on site.

Since the last update, the Campus project has been moving at a rapid pace. The structural steel, joists, and roof decking has been completed. Internal pouring of concrete floors is well underway in the PD area, and the PW area continues to see the final underground utility work prior to commencing pouring of concrete floors. The next several weeks will see the final exterior wall framing in PW, completion of the roofing in PW, and the start of mechanical / electrical throughout the building. Staff recently completed tours of potential furniture vendors, and the City Council accepted a bid on exterior landscaping (which was well under budget).

The project remains on budget as anticipated. The remaining construction contingency is \$1.538M, and attached is a summary of approved or pending change orders. The pending change orders are still under analysis by Kraus Anderson and staff is not requesting approval of any change orders at this time.

Staff will provide a further verbal update during the meeting.

RECOMMENDATION

Staff recommends that the City Council receive the January update on the PD PW Campus project.

PROJECT UPDATE

January, 2024



SCHEDULE

SUMMARY:

The project is currently tracking on schedule for a end of 2024 completion.

RECENT ACCOMPLISHMENTS:

- Structural Steel, roof joist and decking is complete.
- Roofing in PD has is complete and roofing continues in PW.
- Exterior wall framing in PD is complete and continues in PW.
- Below grade utilities are complete in PD and continues in PW.
- Concrete floors are poured in the PD and continues in PW.

UPCOMING THE NEXT COUPLE MONTHS:

- Exterior Wall framing completes in PW.
- Roofing continues in PW.
- Pouring concrete floors continues in PW.
- Interior wall framing begins in PD & PW office areas.
- Mechanical/Electrical above ceiling begins in PD & PW office areas.
- Exterior windows and metal panel installation begins.

Budget

SUMMARY:

The project is currently tracking within the \$58.2Million total project budget. See attached detail overall budget sheet.

CONSTRUCTION:

- Pending Change Orders: \$238,292
- Change Orders Executed: \$619,072
- Remaining Construction Contingency: \$1,538,096 (approx 3.4%)

Contracts yet to procure but included in the budget:

- Commissioning
- Furniture, Fixtures & Equipment



Scan for Photos and Site Updates

Rosemount Police and Public Works Campus
City of Rosemount



Rosemount PW & PD		
Description	Construction Update 1/10/2024	
PROJECT REVENUE / FUNDING		
Bond Referendum	\$58,168,898.00	Council Approved Budget May 2023
TOTAL PROJECT REVENUE	\$58,168,898.00	
Construction Duration (months)	17	
PROJECT AREA BREAKDOWN		
New Construction GSF - PW	111,383	Public Works (varies depending on how the main lobby is split)
New Construction GSF - PD	48,718	Police Department (varies depending on how the main lobby is split)
Total GSF	160,101	
Site Area (Acres)	20	
CONSTRUCTION COSTS		
New Construction - BP1	\$14,755,715.00	
New Construction - BP2	\$30,153,487.90	
Total Bid Day	\$44,909,202.90	
Construction Contingency		
Remaining Contingency	\$1,538,096	3.42%
Pending Change Orders	\$238,292.00	
Executed Change Orders	\$619,072.00	
Construction Management		
General Conditions	\$680,000	
Pre-Construction Services	\$28,000	
Site Services & Reimbursable	\$1,047,701	
CONSTRUCTION COSTS SUB TOTAL	\$49,060,364	
SOFT COSTS		
Design, Fees and Reimbursable	\$3,750,882.00	
Permits, Plan Reviews & Fees	\$470,273.98	
Utilities - Connections	\$102,505	
Pre-Construction Surveys & Studies	\$47,000	
Testing, Inspections & Commissioning	\$414,066	
Bidding, Legal, Finance, Insurance & Misc.	\$156,500	
Owner Purchase Orders (Moving, Storage etc)	\$75,000	
Soft Cost Contingency	\$250,811	5%
FF&E Expenses		
Furniture Allowance/Costs	\$640,000	
Specialty Equipment (PD)	\$400,000	See PD Equipment List
Equipment Allowance (PW)	\$750,000	See PW Equipment List
Technology Allowance	\$1,280,000	
FFE Contingency	\$153,500	5%
SOFT COSTS SUB-TOTAL	\$8,490,538.38	
TOTAL PROJECT COSTS	\$57,550,902.43	Constr. Cost + Soft Costs
VARIANCE (OVER) / UNDER	\$617,995.57	Total Project Revenue / Total Project Costs

PM Pending Change Order Summary

PCO #	Description	Date Requested	Sent To Sub	Pricing to Owner	Pending Amount	Pending Status
Project : 2310088-02 Rosemount Police and Public Works				PM: Ken Francois		
1	BKV ASI 001: Structural Clarifications BP1	5/15/2023	6/2/2023		\$248,779.18	Fully Approved
2	BKV PR 001: Adhered EPDM Roofing in Lieu of Ballasted	5/26/2023	6/2/2023		\$0.00	Final
3	Conformed Set of Plans-Specs	5/19/2023	6/6/2023		\$0.00	Pending
4	RFI 31: West Perimeter Tree and Silt Fence Conflicts	6/13/2023	6/15/2023		\$10,500.00	Fully Approved
5	Belair: Public Works Soil Correction	6/22/2023	6/22/2023		\$27,876.45	Fully Approved
6	BKV PR 004: Precast Screen Wall Location	7/14/2023	7/18/2023		\$30,757.80	Fully Approved
7	BKV ASI 003: Civil Clarifications	7/14/2023	7/18/2023		\$5,306.38	Fully Approved
8	BKV ASI 005: Under Slab Insulation	7/24/2023	7/26/2023		\$23,831.00	Fully Approved
9	BKV PR 005: Interior Doors	7/24/2023	7/26/2023		-\$15,000.00	Pending
10	Thelen: Temp Gas Piping	8/2/2023	8/2/2023		\$0.00	Final
11	BKV ASI 004: Structural Items	7/28/2023	8/9/2023		\$36,718.00	Fully Approved
12	BKV ASI 002: DOLI Response	8/29/2023	9/1/2023		\$38,191.98	Fully Approved
13	BKV ASI 006: Structural Clarifications	9/7/2023	9/15/2023		\$7,554.00	Pending
14	TN PR 006: Change Door Access-Camera Systems to Verkada	9/14/2023	9/15/2023		\$100,000.00	Fully Approved
15	Change PD Breakroom 1012 Floor Finish from Icon-1 to RF-1	9/26/2023	9/26/2023		\$5,302.00	Pending
16	Tekton: High Density Storage System	9/27/2023	9/27/2023		\$95,020.79	Fully Approved
17	BKV PR 002: Misc. Circuiting Revisions	9/26/2023	9/28/2023		\$98,705.85	Pending
18	BKV PR 009: Masonry Pier	10/2/2023	10/5/2023		\$40,848.00	Pending
19	BKV PR 010: Revisions to Roofing Details	10/6/2023	10/12/2023		-\$5,916.00	Pending
20	Twin City Hardware: Submittal Approval Changes	10/12/2023	10/12/2023		\$6,025.00	Pending
21	BKV PR 011: Gun Range Light Bar	10/26/2023	10/27/2023		\$2,685.78	Pending
22	BKV ASI 007: Trench Drain Elevations	11/10/2023	11/10/2023		\$0.00	Fully Approved
23	Tru Steel: Widening Plate at Head of OH Doors	11/10/2023	11/10/2023		\$2,090.00	Fully Approved
24	Muska: Switchgear Submittal Changes	11/17/2023	11/17/2023		\$7,373.47	Pending
25	BKV PR 012: Holding Cells	11/7/2023	11/22/2023		\$33,871.70	Pending
26	Division V: Metal Panel Color Change to Premium Color	11/30/2023	11/30/2023		\$5,750.67	Pending
27	RFI 122: Vestibule 1011 Grid Line K-8" Beam Flange Conflict	12/8/2023	12/8/2023		\$1,000.00	Pending
28	Adding Angle to Face of Precast Plank Mezzanine	12/18/2023	12/18/2023		\$15,957.00	Pending
29	BKV ASI 008: Vehicle Lift Controls	12/12/2023	12/19/2023		\$0.00	Pending



PM Pending Change Order Summary

PCO #	Description	Date Requested	Sent To Sub	Pricing to Owner	Pending Amount	Pending Status
30	CSI: Added Shims & Bolts	1/2/2024	1/2/2024		\$2,532.00	Pending
31	Hollenback: Waterproofing at Wash Bay Trench	1/3/2024	1/3/2024		\$13,927.00	Pending
32	Patriot: Safety Cables at Clerestory	1/3/2024	1/3/2024		\$5,676.00	Pending
33	BKV PR 013: Gun Range Power	12/20/2023	1/3/2024		\$8,000.00	Pending
34	BKV PR 014: Lobby RCP	1/4/2024	1/5/2024		\$4,000.00	Pending
6.1	BKV PR 004: Precast Screen Wall Location	7/14/2023	7/18/2023		\$0.00	Final
11.1	BKV ASI 004: Structural Items-CSI	7/28/2023	8/9/2023		\$0.00	Final

Pending Change Orders: \$238,292
Executed Change Orders: \$619,072

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 - 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](#)

City Council Special Meeting

January 18, 2024, 3:00 PM - 7:00 PM

City Council annual goal setting session

[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](#)

City Council Special Meeting

January 25, 2024, 12:00 PM - 4:00 PM

City Council annual goal setting session

[More Details](#)

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February

2024

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

Main Calendar

City Council Work Session Meeting
February 6, 2024, 5:00 PM - 7:00 PM

[More Details](#)

City Council Meeting
February 6, 2024, 7:00 PM - 8:00 PM

[More Details](#)

Environment and Sustainability Commission Meeting
February 13, 2024, 5:30 PM - 6:30 PM

[More Details](#)

CITY HALL CLOSED - Presidents Day
February 19, 2024, All Day

[More Details](#)

Port Authority Meeting
February 20, 2024, 6:00 PM - 7:00 PM

[More Details](#)

City Council Meeting
February 20, 2024, 7:00 PM - 8:00 PM

[More Details](#)

Planning Commission Meeting
February 26, 2024, 6:30 PM - 7:30 PM

[More Details](#)

Parks and Recreation Commission Meeting
February 26, 2024, 7:00 PM - 8:00 PM

[More Details](#)

Youth Commission Meeting
February 28, 2024, 3:45 PM - 4:45 PM

[More Details](#)

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