

- 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 June 18, 2024 Regular Meeting Minutes
- c. Donation Acceptance from Scott Chiropractic
- d. Appointment of Election Judges for 2024 Elections
- e. Amendment to the 2024 Schedule of Rates and Fees
- f. Amendment to the Conditional Use Permit for Place of Worship in the R1-Low Density Residential Zoning District at 2058 Bonaire Path West.
- g. Amber Fields 17th Addition Preliminary & Final Plat Approval
- h. Approve Water Efficiency Grant Agreement
- i. Approve Utility Access Charge Assessment Agreement
- j. Approve Change Order - Additional Paving at Public Works & Police Campus
- k. Driver Avenue & Trunk Sanitary Sewer Final Acceptance
- l. Application to Conduct Off-Site Gambling - Rosemount Area Hockey Association
- m. Temporary On-Sale Liquor License - American Legion
- n. Approve Subdivision Agreement for Rosemount School
- o. Consent to Assignment for Bray Hill Subdivision

7. PUBLIC HEARINGS

8. UNFINISHED BUSINESS

9. NEW BUSINESS

10. ANNOUNCEMENTS

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

11. ADJOURNMENT

VENDOR SEQUENCE

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

01-040435 DAKOTA ELECTRIC ASSOCIATION									
I 200001066414	5/24	STREET LIGHTS	APBNK	6/20/2024	R	6/05/2024	6,289.12	6,289.12CR	
		G/L ACCOUNT		CK: 155817			6,289.12		
	608	49508-01-381.00	ELECTRIC UTILITIES			6,289.12	STREET LIGHTS		
I 200001519073	5/24	SIREN #10	APBNK	6/20/2024	R	6/05/2024	5.00	5.00CR	
		G/L ACCOUNT		CK: 155817			5.00		
	101	43121-01-381.00	ELECTRIC UTILITIES			5.00	SIREN #10		
I 200001834654	5/24	LIFT STATION #4	APBNK	6/20/2024	R	6/05/2024	176.02	176.02CR	
		G/L ACCOUNT		CK: 155817			176.02		
	602	49454-01-381.00	ELECTRIC UTILITIES			176.02	LIFT STATION #4		
I 200002004786	5/24	CONNEMARA PARK SHELTER/LIGH	APBNK	6/20/2024	R	6/05/2024	18.48	18.48CR	
		G/L ACCOUNT		CK: 155817			18.48		
	101	45202-01-381.00	ELECTRIC UTILITIES			18.48	CONNEMARA PARK SHELTER/LIGHTS		
I 200002007870	5/24	IRRIGATION PUMP/SP CONTROL	APBNK	6/20/2024	R	6/05/2024	18.85	18.85CR	
		G/L ACCOUNT		CK: 155817			18.85		
	101	45202-01-381.00	ELECTRIC UTILITIES			18.85	IRRIGATION PUMP/SP CONTROL BLD		
I 200002009231	5/24	WELL #8	APBNK	6/20/2024	R	6/05/2024	3,003.74	3,003.74CR	
		G/L ACCOUNT		CK: 155817			3,003.74		
	601	49408-01-381.00	ELECTRIC UTILITIES			3,003.74	WELL #8		
I 200002009496	5/24	WATER TOWER #2	APBNK	6/20/2024	R	6/05/2024	200.49	200.49CR	
		G/L ACCOUNT		CK: 155817			200.49		
	601	49416-01-381.00	ELECTRIC UTILITIES			200.49	WATER TOWER #2		
I 200002079739	5/24	JAYCEE PARK SHELTER/LIGHTS	APBNK	6/20/2024	R	6/05/2024	69.97	69.97CR	
		G/L ACCOUNT		CK: 155817			69.97		
	101	45202-01-381.00	ELECTRIC UTILITIES			69.97	JAYCEE PARK SHELTER/LIGHTS		
I 200002080539	5/24	LIFT STATION #3	APBNK	6/20/2024	R	6/05/2024	209.46	209.46CR	
		G/L ACCOUNT		CK: 155817			209.46		
	602	49453-01-381.00	ELECTRIC UTILITIES			209.46	LIFT STATION #3		
I 200002112506	5/24	JAYCEE PARK TRAIL LIGHTS	APBNK	6/20/2024	R	6/05/2024	173.60	173.60CR	
		G/L ACCOUNT		CK: 155817			173.60		
	101	45202-01-381.00	ELECTRIC UTILITIES			173.60	JAYCEE PARK TRAIL LIGHTS		
I 200002868701	5/24	STORM DRAIN LIFT STATION #3	APBNK	6/20/2024	R	6/05/2024	137.24	137.24CR	
		G/L ACCOUNT		CK: 155817			137.24		
	603	49513-01-381.00	ELECTRIC UTILITIES			137.24	STORM DRAIN LIFT STATION #3		
I 200003329984	5/24	SDLS #4/LS #6	APBNK	6/20/2024	R	6/05/2024	224.26	224.26CR	
		G/L ACCOUNT		CK: 155817			224.26		
	603	49514-01-381.00	ELECTRIC UTILITIES			44.85	SDLS #4/LS #6		

PACKET: 07045 06/20/2024 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
		602 49456-01-381.00	ELECTRIC UTILITIES			179.41	SDLS #4/LS #6		
I 200003564457	5/24	METERED TUNNEL LIGHTS	APBNK	6/20/2024	R	6/05/2024	17.03	17.03CR	
		G/L ACCOUNT		CK: 155817			17.03		
		608 49508-01-381.00	ELECTRIC UTILITIES			17.03	METERED TUNNEL LIGHTS		
I 200003949690	5/24	LIFT STATION #9	APBNK	6/20/2024	R	6/05/2024	150.19	150.19CR	
		G/L ACCOUNT		CK: 155817			150.19		
		602 49457-01-381.00	ELECTRIC UTILITIES			150.19	LIFT STATION #9		
I 200004097754	5/24	STORM DRAIN LIFT STATION #6	APBNK	6/20/2024	R	6/05/2024	35.73	35.73CR	
		G/L ACCOUNT		CK: 155817			35.73		
		603 49516-01-381.00	ELECTRIC UTILITIES			35.73	STORM DRAIN LIFT STATION #6		
I 200010038900	5/24	STORM DRAIN LIFT STATION #8	APBNK	6/20/2024	R	6/05/2024	74.98	74.98CR	
		G/L ACCOUNT		CK: 155817			74.98		
		603 49518-01-381.00	ELECTRIC UTILITIES			74.98	STORM DRAIN LIFT STATION #8		
I 200010054799	5/24	LIFT STATION #5	APBNK	6/20/2024	R	6/05/2024	337.00	337.00CR	
		G/L ACCOUNT		CK: 155817			337.00		
		602 49455-01-381.00	ELECTRIC UTILITIES			337.00	LIFT STATION #5		
I 200010057891	5/24	LIFT STATION #12	APBNK	6/20/2024	R	6/05/2024	41.08	41.08CR	
		G/L ACCOUNT		CK: 155817			41.08		
		602 49462-01-381.00	ELECTRIC UTILITIES			41.08	LIFT STATION #12		
			REG. CHECK			1	11,182.24	11,182.24CR	0.00
							11,182.24	0.00	
01-005066 MARCO TECHNOLOGIES LLC									
I 531087013		SHARP MX-3071 COPIER CONTRA	APBNK	6/20/2024	R	6/07/2024	178.30	178.30CR	
		G/L ACCOUNT		CK: 155819			178.30		
		101 41810-01-202.00	DUPLICATING & COPYING COSTS			178.30	SHARP MX-3071 COPIER CONTRACT		
			REG. CHECK			1	178.30	178.30CR	0.00
							178.30	0.00	
01-003048 US BANK EQUIPMENT FINANCE									
I 530784776		RICOH IM C3500 COPIER	APBNK	6/20/2024	R	6/05/2024	173.00	173.00CR	
		G/L ACCOUNT		CK: 155820			173.00		
		101 41810-01-202.00	DUPLICATING & COPYING COSTS			173.00	RICOH IM C3500 COPIER		
			REG. CHECK			1	173.00	173.00CR	0.00
							173.00	0.00	

VENDOR SEQUENCE

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

01-240010 XCEL ENERGY										
I	6870492-3	5/24 NON METERED STREET LIGHTS	APBNK	6/20/2024	R	6/03/2024		10,749.40	10,749.40CR	
		G/L ACCOUNT		CK: 155821				10,749.40		
		608 49508-01-381.00	ELECTRIC UTILITIES				10,749.40	NON METERED STREET LIGHTS		
			REG. CHECK				1	10,749.40	10,749.40CR	0.00
								10,749.40	0.00	

===== 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	637.20CR
601	WATER UTILITY FUND	3,204.23CR
602	SEWER UTILITY FUND	1,093.16CR
603	STORM WATER UTILITY FUND	292.80CR
608	STREET LIGHT UTILITY FUND	17,055.55CR
** TOTALS **		22,282.94CR

----- 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	22,282.94 22,282.94	22,282.94CR 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	22,282.94 22,282.94	22,282.94CR 0.00	0.00

ERRORS: 0

WARNINGS: 0

Jeah Malecha

6/27/2024

PACKET: 07047 06/27/2024 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

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

01-003317 3 GUYS SEWING									
I 11200		YOUTH COMM SHIRTS	APBNK	6/27/2024	R	6/11/2024	300.00	300.00CR	
		G/L ACCOUNT		CK: 155822			300.00		
	101 41110-01-315.00	SPECIAL PROGRAMS				300.00	YOUTH COMM SHIRTS		
				REG. CHECK		1	300.00	300.00CR	0.00
							300.00	0.00	

01-004555 ABT MAILCOM									
I 49094		MONTHLY OUTSOURCING-UB BILL	APBNK	6/27/2024	R	6/21/2024	2,585.52	2,585.52CR	
		G/L ACCOUNT		CK: 155823			2,585.52		
	601 49400-01-313.00	OUTSOURCE BILL PRINT/MAIL				775.65	MONTHLY OUTSOURCING-UB BILLS		
	602 49450-01-313.00	OUTSOURCE BILL PRINT/MAIL				775.65	MONTHLY OUTSOURCING-UB BILLS		
	603 49500-01-313.00	OUTSOURCE BILL PRINT/MAIL				775.65	MONTHLY OUTSOURCING-UB BILLS		
	608 49508-01-313.00	OUTSOURCE BILL PRINT/MAIL				258.57	MONTHLY OUTSOURCING-UB BILLS		
				REG. CHECK		1	2,585.52	2,585.52CR	0.00
							2,585.52	0.00	

01-000949 ACTION SPORTS OF MN INC									
I CR2919		SKATEBOARD CAMP	APBNK	6/27/2024	R	6/20/2024	1,200.00	1,200.00CR	
		G/L ACCOUNT		CK: 155824			1,200.00		
	101 45100-93-219.00	OTHER OPERATING SUPPLIES				1,200.00	SKATEBOARD CAMP		
				REG. CHECK		1	1,200.00	1,200.00CR	0.00
							1,200.00	0.00	

01-006101 ACTION TARGET INC									
I 2024-0338		ROSEMOUNT PD/PW PROJECT	APBNK	6/27/2024	R	5/31/2024	300,001.36	300,001.36CR	
		G/L ACCOUNT		CK: 155825			300,001.36		
	421 48000-01-521.00	BUILDING & STRUCTURE PURCHASES				295,322.40	ROSEMOUNT PD/PW PROJECT		
	421 20600	CONTRACTS PAYABLE				4,678.96	ROSEMOUNT PD/PW PROJECT		
				REG. CHECK		1	300,001.36	300,001.36CR	0.00
							300,001.36	0.00	

VENDOR SEQUENCE

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

01-006187 AFRICA PARTNERS MEDICAL									
I	2024-0339	PERMIT 5700-DAMAGE DEPOSIT	APBNK	6/27/2024	R	6/17/2024	300.00	300.00CR	
		G/L ACCOUNT		CK: 155826			300.00		
	101 22005	REFUNDS PAYABLE - P&R				300.00	PERMIT 5700-DAMAGE DEPOSIT		
				REG. CHECK		1	300.00	300.00CR	0.00
							300.00	0.00	

01-004026 ALERUS									
I	C157595	MAY'24 COBRA MONTHLY SRV FE	APBNK	6/20/2024	D	6/07/2024	34.00	34.00CR	
		G/L ACCOUNT		CK: 001937			34.00		
	101 41130-01-319.00	OTHER PROFESSIONAL SERVICES				34.00	MAY'24 COBRA MONTHLY SRV FEE		
				DRAFTS		1	34.00	34.00CR	0.00
							34.00	0.00	

01-005686 AMERICAN MAILING MACHINES									
I	IN121403	POSTAGE MACHINE INK CARTRID	APBNK	6/27/2024	R	6/13/2024	180.69	180.69CR	
		G/L ACCOUNT		CK: 155827			180.69		
	101 41810-01-322.00	POSTAGE COSTS				180.69	POSTAGE MACHINE INK CARTRIDGE		
				REG. CHECK		1	180.69	180.69CR	0.00
							180.69	0.00	

01-003728 AREHART PAINTING INC									
I	061824	PD GARAGE DOOR	APBNK	6/27/2024	R	6/18/2024	200.00	200.00CR	
		G/L ACCOUNT		CK: 155828			200.00		
	101 41940-01-401.00	CONTRACTED BUILDING REPAIRS				200.00	PD GARAGE DOOR		
				REG. CHECK		1	200.00	200.00CR	0.00
							200.00	0.00	

01-006126 BEAUDRY OIL & PROPANE									
I	2655948	3,000 GAL UNLEADED FUEL	APBNK	6/27/2024	R	6/13/2024	7,863.22	7,863.22CR	
		G/L ACCOUNT		CK: 155829			7,863.22		
	101 43100-01-212.00	MOTOR FUELS				7,863.22	3,000 GAL UNLEADED FUEL		
I	2659670	1,800 GAL DIESEL FUEL	APBNK	6/27/2024	R	6/18/2024	5,736.52	5,736.52CR	
		G/L ACCOUNT		CK: 155829			5,736.52		
	101 43100-01-212.00	MOTOR FUELS				5,736.52	1,800 GAL DIESEL FUEL		

PACKET: 07047 06/27/2024 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 2661715		200 GAL DIESEL FUEL	APBNK	6/27/2024	R	6/18/2024	593.79	593.79CR	
		G/L ACCOUNT		CK: 155829			593.79		
	101 43100-01-212.00	MOTOR FUELS				593.79	200 GAL DIESEL FUEL		
				REG. CHECK		1	14,193.53	14,193.53CR	0.00
							14,193.53	0.00	
01-005998 BELAIR BUILDERS INC									
I 2024-0340		ROSEMOUNT PD/PW PROJECT	APBNK	6/27/2024	R	5/31/2024	30,257.50	30,257.50CR	
		G/L ACCOUNT		CK: 155830			30,257.50		
	421 48000-01-521.00	BUILDING & STRUCTURE PURCHASES				5,517.76	ROSEMOUNT PD/PW PROJECT		
	421 20600	CONTRACTS PAYABLE				24,739.74	ROSEMOUNT PD/PW PROJECT		
				REG. CHECK		1	30,257.50	30,257.50CR	0.00
							30,257.50	0.00	
01-002274 BERWALD ROOFING & SHEET									
I 2024-0341		ROSEMOUNT PD/PW PROJECT	APBNK	6/27/2024	R	5/31/2024	18,915.45	18,915.45CR	
		G/L ACCOUNT		CK: 155831			18,915.45		
	421 48000-01-521.00	BUILDING & STRUCTURE PURCHASES				18,915.45	ROSEMOUNT PD/PW PROJECT		
				REG. CHECK		1	18,915.45	18,915.45CR	0.00
							18,915.45	0.00	
01-005738 BOARMAN KROOS VOGEL GROUP I									
I 64034		PD/PW SVCS THRU 6/10/2024	APBNK	6/27/2024	R	6/10/2024	40,722.00	40,722.00CR	
		G/L ACCOUNT		CK: 155832			40,722.00		
	421 48000-01-302.00	ARCHITECTS' FEES				40,722.00	PD/PW SVCS THRU 6/10/2024		
				REG. CHECK		1	40,722.00	40,722.00CR	0.00
							40,722.00	0.00	
01-004012 BOLTON & MENK INC									
I 0338371		PICKLEBALL - DOG PARK SERVI	APBNK	6/27/2024	R	6/18/2024	8,314.00	8,314.00CR	
		G/L ACCOUNT		CK: 155833			8,314.00		
	205 49005-01-540.00	IMPROVEMENTS OTHER THAN BLDGS				8,314.00	PICKLEBALL - DOG PARK SERVICES		
				REG. CHECK		1	8,314.00	8,314.00CR	0.00
							8,314.00	0.00	

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

01-004103 BUSINESS ESSENTIALS										
I	WO-1300402-1	OFFICE SUPPLIES	APBNK	6/27/2024	R	6/06/2024		18.44	18.44CR	
		G/L ACCOUNT		CK: 155834				18.44		
	101	41810-01-209.00	OTHER	OFFICE SUPPLIES			18.44	OFFICE SUPPLIES		
I	WO-1301253-1	TONER CARTRIDGES	APBNK	6/27/2024	R	6/13/2024		207.99	207.99CR	
		G/L ACCOUNT		CK: 155834				207.99		
	101	41810-01-209.00	OTHER	OFFICE SUPPLIES			207.99	TONER CARTRIDGES		
			REG. CHECK			1		226.43	226.43CR	0.00
								226.43	0.00	

01-003796 CAMPBELL KNUTSON PA										
I	2024-0343	MAY LEGAL SERVICES	APBNK	6/27/2024	R	5/31/2024		10,612.57	10,612.57CR	
		G/L ACCOUNT		CK: 155835				10,612.57		
	101	42110-01-304.00	LEGAL	FEES			10,612.57	MAY LEGAL SERVICES		
			REG. CHECK			1		10,612.57	10,612.57CR	0.00
								10,612.57	0.00	

01-004068 CAMPION, BARROW & ASSOCIATE										
I	038220	OFFICER PSYCH EVALS	APBNK	6/27/2024	R	3/31/2024		930.00	930.00CR	
		G/L ACCOUNT		CK: 155836				930.00		
	101	42110-01-306.00	PERSONNEL	TESTING & RECRUITMNT			930.00	OFFICER PSYCH EVALS		
			REG. CHECK			1		930.00	930.00CR	0.00
								930.00	0.00	

01-002164 CARCIOFINI COMPANY INC										
I	2024-0344	ROSEMOUNT PD/PW PROJECT	APBNK	6/27/2024	R	5/31/2024		6,729.32	6,729.32CR	
		G/L ACCOUNT		CK: 155837				6,729.32		
	421	48000-01-521.00	BUILDING &	STRUCTURE PURCHASES			6,729.32	ROSEMOUNT PD/PW PROJECT		
			REG. CHECK			1		6,729.32	6,729.32CR	0.00
								6,729.32	0.00	

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

01-006186 ABBY CARLISLE										
I	2024-0337	PERMIT 5635-DAMAGE DEPOSIT	APBNK	6/27/2024	R	6/17/2024		300.00	300.00CR	
		G/L ACCOUNT		CK: 155838				300.00		
	101 22005	REFUNDS PAYABLE - P&R				300.00		PERMIT 5635-DAMAGE DEPOSIT		
				REG. CHECK		1		300.00	300.00CR	0.00
								300.00	0.00	

01-002078 CDW GOVERNMENT INC										
I	RT69697	HEADSET-POLICE	APBNK	6/27/2024	R	6/13/2024		175.30	175.30CR	
		G/L ACCOUNT		CK: 155839				175.30		
	101 42110-01-392.00	P.C. ACCESSORIES & SUPPLIES				175.30		HEADSET-POLICE		
I	RV95341	WIRELESS DISPLAY DONGLE	APBNK	6/27/2024	R	6/18/2024		28.87	28.87CR	
		G/L ACCOUNT		CK: 155839				28.87		
	101 41320-01-392.00	P.C. ACCESSORIES & SUPPLIES				28.87		WIRELESS DISPLAY DONGLE		
				REG. CHECK		1		204.17	204.17CR	0.00
								204.17	0.00	

01-000717 CEMSTONE PRODUCTS CO										
I	7449008	SPRAYER	APBNK	6/27/2024	R	5/24/2024		167.29	167.29CR	
		G/L ACCOUNT		CK: 155840				167.29		
	101 43121-01-410.00	CONCRETE SIDEWALK/CURB REPAIRS				167.29		SPRAYER		
I	7450271	CONCRETE	APBNK	6/27/2024	R	5/29/2024		1,829.72	1,829.72CR	
		G/L ACCOUNT		CK: 155840				1,829.72		
	101 45100-30-409.00	OTHER CONTRACTED REPAIR & MAIN				1,829.72		CONCRETE		
				REG. CHECK		1		1,997.01	1,997.01CR	0.00
								1,997.01	0.00	

01-030498 CENTRAL TURF &										
C	50247603-00	OLD CREDIT ON ACCOUNT	APBNK	6/27/2024	R	6/17/2022		80.21CR	80.21	
		G/L ACCOUNT		CK: 155841				80.21CR		
	101 45202-01-221.00	EQUIPMENT PARTS				80.21		CROLD CREDIT ON ACCOUNT		
I	50264808-00	IRRIGATION STOCK	APBNK	6/27/2024	R	6/17/2024		142.75	142.75CR	
		G/L ACCOUNT		CK: 155841				142.75		
	101 45202-01-221.00	EQUIPMENT PARTS				142.75		IRRIGATION STOCK		

PACKET: 07047 06/27/2024 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	62.54 62.54	62.54CR 0.00	0.00
01-005760 CINTAS CORP									
I 5216500906		FIRST AID BOXES	APBNK	6/27/2024	R	6/18/2024	1,244.38	1,244.38CR	
		G/L ACCOUNT		CK: 155842			1,244.38		
	101 41940-01-208.00	MISCELLANEOUS SUPPLIES				1,244.38	FIRST AID BOXES		
				REG. CHECK		1	1,244.38 1,244.38	1,244.38CR 0.00	0.00
01-004639 CLEARWAY COMMUNITY SOLAR LL									
I ROSEMNT-12406		APR'24 SOLAR SUBSCRIPTIONS	APBNK	6/27/2024	R	6/06/2024	13,802.60	13,802.60CR	
		G/L ACCOUNT		CK: 155843			13,802.60		
	101 11510	NATIONAL GUARD A/R				8,473.97	APR'24 SOLAR SUBSCRIPTIONS		
	101 41940-01-381.00	ELECTRIC UTILITIES				227.45	APR'24 SOLAR SUBSCRIPTIONS		
	101 43121-01-381.00	ELECTRIC UTILITIES				37.43	APR'24 SOLAR SUBSCRIPTIONS		
	101 45100-01-381.00	ELECTRIC UTILITIES				3,631.70	APR'24 SOLAR SUBSCRIPTIONS		
	101 45202-01-381.00	ELECTRIC UTILITIES				153.53	APR'24 SOLAR SUBSCRIPTIONS		
	201 46300-01-381.00	ELECTRIC UTILITIES				5.13	APR'24 SOLAR SUBSCRIPTIONS		
	601 49406-01-381.00	ELECTRIC UTILITIES				197.64	APR'24 SOLAR SUBSCRIPTIONS		
	601 49417-01-381.00	ELECTRIC UTILITIES				380.24	APR'24 SOLAR SUBSCRIPTIONS		
	601 49418-01-381.00	ELECTRIC UTILITIES				342.77	APR'24 SOLAR SUBSCRIPTIONS		
	602 49452-01-381.00	ELECTRIC UTILITIES				53.09	APR'24 SOLAR SUBSCRIPTIONS		
	602 49458-01-381.00	ELECTRIC UTILITIES				31.70	APR'24 SOLAR SUBSCRIPTIONS		
	602 49460-01-381.00	ELECTRIC UTILITIES				19.17	APR'24 SOLAR SUBSCRIPTIONS		
	603 49511-01-381.00	ELECTRIC UTILITIES				11.12	APR'24 SOLAR SUBSCRIPTIONS		
	608 49508-01-381.00	ELECTRIC UTILITIES				237.66	APR'24 SOLAR SUBSCRIPTIONS		
				REG. CHECK		1	13,802.60 13,802.60	13,802.60CR 0.00	0.00
01-031530 COMPUTER INTEGRATION TECH									
I 377113		DATTO SAAS	APBNK	6/27/2024	R	6/14/2024	783.00	783.00CR	
		G/L ACCOUNT		CK: 155845			783.00		
	101 41320-01-391.00	P.C. MAINTENANCE				783.00	DATTO SAAS		
I 377168		JUL'24 MANAGED SERVER BACKU	APBNK	6/27/2024	R	6/14/2024	2,655.00	2,655.00CR	
		G/L ACCOUNT		CK: 155845			2,655.00		
	101 41320-01-391.00	P.C. MAINTENANCE				2,655.00	JUL'24 MANAGED SERVER BACKUP		
				REG. CHECK		1	3,438.00 3,438.00	3,438.00CR 0.00	0.00

VENDOR SEQUENCE

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

01-031577 CORPORATE MECHANICAL INC									
I W75440		SC BOILER CHECKS	APBNK	6/27/2024	R	6/12/2024	787.00	787.00CR	
		G/L ACCOUNT		CK: 155846			787.00		
	101 45100-30-404.00	CONTRACTED MACH & EQUIP R & M				787.00	SC BOILER CHECKS		
I W75477		HVAC PM	APBNK	6/27/2024	R	6/13/2024	575.00	575.00CR	
		G/L ACCOUNT		CK: 155846			575.00		
	101 45100-01-404.00	CONTRACTED MACH & EQUIP R & M				575.00	HVAC PM		
		REG. CHECK				1	1,362.00	1,362.00CR	0.00
							1,362.00	0.00	

01-004437 CUSTOM CAP & TIRE									
I 270067169		PARTS AND LABOR	APBNK	6/27/2024	R	6/07/2024	219.15	219.15CR	
		G/L ACCOUNT		CK: 155847			219.15		
	101 43100-01-404.00	CONTRACTED MACH & EQUIP SERV				50.00	PARTS AND LABOR		
	101 43100-01-221.00	EQUIPMENT PARTS				169.15	PARTS AND LABOR		
I 270067425		6 TIRES	APBNK	6/27/2024	R	6/17/2024	936.86	936.86CR	
		G/L ACCOUNT		CK: 155847			936.86		
	101 43100-01-222.00	TIRES				936.86	6 TIRES		
		REG. CHECK				1	1,156.01	1,156.01CR	0.00
							1,156.01	0.00	

01-001770 CUSTOM DRYWALL INC									
I 2024-0345		ROSEMOUNT PD/PW PROJECT	APBNK	6/27/2024	R	5/31/2024	36,979.48	36,979.48CR	
		G/L ACCOUNT		CK: 155848			36,979.48		
	421 48000-01-521.00	BUILDING & STRUCTURE PURCHASES				36,979.48	ROSEMOUNT PD/PW PROJECT		
		REG. CHECK				1	36,979.48	36,979.48CR	0.00
							36,979.48	0.00	

01-040265 DAK COUNTY TECH COLLEGE									
I 1217984		OFFICER TRAINING-ROSEL	APBNK	6/27/2024	R	4/04/2024	700.00	700.00CR	
		G/L ACCOUNT		CK: 155849			700.00		
	101 42110-01-437.00	CONFERENCES & SEMINARS				700.00	OFFICER TRAINING-ROSEL		
I 1220599		OFFICER TRAINING	APBNK	6/27/2024	R	4/16/2024	1,200.00	1,200.00CR	
		G/L ACCOUNT		CK: 155849			1,200.00		
	101 42110-01-437.00	CONFERENCES & SEMINARS				1,200.00	OFFICER TRAINING		

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

I 1228500		OFFICER TRAINING-ZABOJ	APBNK	6/27/2024	R	5/20/2024		700.00	700.00CR	
		G/L ACCOUNT		CK: 155849				700.00		
	101 42110-01-437.00	CONFERENCES & SEMINARS					700.00	OFFICER TRAINING-ZABOJ		
				REG. CHECK			1	2,600.00	2,600.00CR	0.00
								2,600.00	0.00	

01-005859 DAKOTA 911										
I RO2024-07		JULY 911 FEE	APBNK	6/27/2024	R	6/03/2024		36,783.00	36,783.00CR	
		G/L ACCOUNT		CK: 155850				36,783.00		
	101 42110-01-319.00	OTHER PROFESSIONAL SERVICES					36,783.00	JULY 911 FEE		
				REG. CHECK			1	36,783.00	36,783.00CR	0.00
								36,783.00	0.00	

01-040040 DAKOTA AWARDS & ENGRAVING										
I 27892		3 NAME PLATES	APBNK	6/27/2024	R	5/31/2024		45.00	45.00CR	
		G/L ACCOUNT		CK: 155851				45.00		
	101 41810-01-209.00	OTHER OFFICE SUPPLIES					45.00	3 NAME PLATES		
I 27944		OFFICER OTY AWARDS	APBNK	6/27/2024	R	6/10/2024		24.00	24.00CR	
		G/L ACCOUNT		CK: 155851				24.00		
	101 42110-01-599.00	EMPLOYEE RECOGNITION COSTS					24.00	OFFICER OTY AWARDS		
				REG. CHECK			1	69.00	69.00CR	0.00
								69.00	0.00	

01-001927 DAKOTA COUNTY PROPERTY										
I P 930234		PLAT,QUIT DEED & EASEMENT	APBNK	6/27/2024	R	6/10/2024		108.65	108.65CR	
		G/L ACCOUNT		CK: 155852				108.65		
	474 48000-01-317.00	GEN'L FUND ADMIN FEES					108.65	PLAT,QUIT DEED & EASEMENT		
				REG. CHECK			1	108.65	108.65CR	0.00
								108.65	0.00	

01-006190 MOSES DEBESAY										
I 2024-0353		PERMIT 5852-DAMAGE DEPOSIT	APBNK	6/27/2024	R	6/13/2024		500.00	500.00CR	
		G/L ACCOUNT		CK: 155853				500.00		
	101 22005	REFUNDS PAYABLE - P&R					500.00	PERMIT 5852-DAMAGE DEPOSIT		

PACKET: 07047 06/27/2024 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		500.00	500.00CR	0.00
								500.00	0.00	

01-000618 DIVISION V SHEET METAL

I 2024-0346	ROSEMOUNT PD/PW PROJECT	APBNK	6/27/2024	R	5/31/2024	177,729.80		177,729.80CR		
	G/L ACCOUNT		CK: 155854			177,729.80				
	421 48000-01-521.00	BUILDING & STRUCTURE PURCHASES				177,729.80	ROSEMOUNT PD/PW PROJECT			
				REG. CHECK		1		177,729.80	177,729.80CR	0.00
								177,729.80	0.00	

01-041800 DR HORTON INC

I 2022-03174	AS-BUILT SURVEY REFUND	APBNK	6/27/2024	R	6/12/2024	2,000.00		2,000.00CR		
	G/L ACCOUNT		CK: 155855			2,000.00				
	101 22010	AS-BUILT SURVEY DEPOSITS				2,000.00	AS-BUILT SURVEY REFUND			
I 2022-03180	AS-BUILT SURVEY REFUND	APBNK	6/27/2024	R	6/12/2024	2,000.00		2,000.00CR		
	G/L ACCOUNT		CK: 155855			2,000.00				
	101 22010	AS-BUILT SURVEY DEPOSITS				2,000.00	AS-BUILT SURVEY REFUND			
I 2023-00875	AS-BUILT SURVEY REFUND	APBNK	6/27/2024	R	6/12/2024	2,000.00		2,000.00CR		
	G/L ACCOUNT		CK: 155855			2,000.00				
	101 22010	AS-BUILT SURVEY DEPOSITS				2,000.00	AS-BUILT SURVEY REFUND			
I 2023-01670	AS-BUILT SURVEY REFUND	APBNK	6/27/2024	R	6/12/2024	2,000.00		2,000.00CR		
	G/L ACCOUNT		CK: 155855			2,000.00				
	101 22010	AS-BUILT SURVEY DEPOSITS				2,000.00	AS-BUILT SURVEY REFUND			
I 2023-02423	AS-BUILT SURVEY REFUND	APBNK	6/27/2024	R	6/12/2024	2,000.00		2,000.00CR		
	G/L ACCOUNT		CK: 155855			2,000.00				
	101 22010	AS-BUILT SURVEY DEPOSITS				2,000.00	AS-BUILT SURVEY REFUND			
I 2023-02425	AS-BUILT SURVEY REFUND	APBNK	6/27/2024	R	6/12/2024	2,000.00		2,000.00CR		
	G/L ACCOUNT		CK: 155855			2,000.00				
	101 22010	AS-BUILT SURVEY DEPOSITS				2,000.00	AS-BUILT SURVEY REFUND			
I 2023-02605	AS-BUILT SURVEY REFUND	APBNK	6/27/2024	R	6/12/2024	2,000.00		2,000.00CR		
	G/L ACCOUNT		CK: 155855			2,000.00				
	101 22010	AS-BUILT SURVEY DEPOSITS				2,000.00	AS-BUILT SURVEY REFUND			
I 2023-02773	AS-BUILT SURVEY REFUND	APBNK	6/27/2024	R	6/12/2024	2,000.00		2,000.00CR		
	G/L ACCOUNT		CK: 155855			2,000.00				
	101 22010	AS-BUILT SURVEY DEPOSITS				2,000.00	AS-BUILT SURVEY REFUND			

PACKET: 07047 06/27/2024 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 2023-03487		AS-BUILT SURVEY REFUND	APBNK	6/27/2024	R	6/12/2024		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 155855				2,000.00		
	101 22010	AS-BUILT SURVEY DEPOSITS					2,000.00	AS-BUILT SURVEY REFUND		
I 2024-00086		AS-BUILT SURVEY REFUND	APBNK	6/27/2024	R	6/12/2024		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 155855				2,000.00		
	101 22010	AS-BUILT SURVEY DEPOSITS					2,000.00	AS-BUILT SURVEY REFUND		
I 2024-00376		AS-BUILT SURVEY REFUND	APBNK	6/27/2024	R	6/12/2024		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 155855				2,000.00		
	101 22010	AS-BUILT SURVEY DEPOSITS					2,000.00	AS-BUILT SURVEY REFUND		
				REG. CHECK			1	22,000.00	22,000.00CR	0.00
								22,000.00	0.00	
01-003670 EBERT COMPANIES										
I 2024-0347		ROSEMOUNT PD/PW PROJECT	APBNK	6/27/2024	R	5/17/2024		15,354.18	15,354.18CR	
		G/L ACCOUNT		CK: 155857				15,354.18		
	421 48000-01-521.00	BUILDING & STRUCTURE PURCHASES					15,354.18	ROSEMOUNT PD/PW PROJECT		
				REG. CHECK			1	15,354.18	15,354.18CR	0.00
								15,354.18	0.00	
01-005733 ECOELSA LLC										
I 20240612		ECO ELSA NATURE CLASS	APBNK	6/27/2024	R	6/18/2024		98.00	98.00CR	
		G/L ACCOUNT		CK: 155858				98.00		
	101 45100-93-219.00	OTHER OPERATING SUPPLIES					98.00	ECO ELSA NATURE CLASS		
				REG. CHECK			1	98.00	98.00CR	0.00
								98.00	0.00	
01-050340 ECOLAB PEST										
I 5593791		PEST CONTROL-MN DOT	APBNK	6/27/2024	R	6/06/2024		49.38	49.38CR	
		G/L ACCOUNT		CK: 155859				49.38		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					49.38	PEST CONTROL-MN DOT		
				REG. CHECK			1	49.38	49.38CR	0.00
								49.38	0.00	

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

01-050812 EHLERS										
I 97985		EXPO 2031	APBNK	6/27/2024	R	6/10/2024		712.50	712.50CR	
		G/L ACCOUNT		CK: 155860				712.50		
	201	46300-01-319.00	OTHER	PROFESSIONAL SERVICES			712.50	EXPO 2031		
I 97986		PROJECT FALCON	APBNK	6/27/2024	R	6/10/2024		343.75	343.75CR	
		G/L ACCOUNT		CK: 155860				343.75		
	201	46300-01-319.00	OTHER	PROFESSIONAL SERVICES			343.75	PROJECT FALCON		
I 97987		TIF SVCS THRU 5/31/2024	APBNK	6/27/2024	R	6/10/2024		1,636.25	1,636.25CR	
		G/L ACCOUNT		CK: 155860				1,636.25		
	242	49042-01-319.00	OTHER	PROFESSIONAL SERVICES			1,636.25	TIF SVCS THRU 5/31/2024		
				REG. CHECK			1	2,692.50	2,692.50CR	0.00
								2,692.50	0.00	

01-051330 EMERGENCY APPARATUS MAINT										
I 132208		CONTRACTED LABOR-E11	APBNK	6/27/2024	R	6/06/2024		275.15	275.15CR	
		G/L ACCOUNT		CK: 155861				275.15		
	101	43100-01-404.00	CONTRACTED	MACH & EQUIP SERV			275.15	CONTRACTED LABOR-E11		
				REG. CHECK			1	275.15	275.15CR	0.00
								275.15	0.00	

01-051340 EMERGENCY AUTOMOTIVE TECH										
I JP061324-40		DURANGO BUILD	APBNK	6/27/2024	R	6/14/2024		1,325.40	1,325.40CR	
		G/L ACCOUNT		CK: 155862				1,325.40		
	207	49007-01-576.00	OTHER	EQUIPMENT PURCHASES			1,325.40	DURANGO BUILD		
I JP06132440A		DURANGO BUILD	APBNK	6/27/2024	R	6/17/2024		553.61	553.61CR	
		G/L ACCOUNT		CK: 155862				553.61		
	207	49007-01-576.00	OTHER	EQUIPMENT PURCHASES			553.61	DURANGO BUILD		
				REG. CHECK			1	1,879.01	1,879.01CR	0.00
								1,879.01	0.00	

01-006189 ENHEALTH LLC										
I 24369		AIR QUALITY TESTING RCC	APBNK	6/27/2024	R	6/14/2024		960.00	960.00CR	
		G/L ACCOUNT		CK: 155863				960.00		
	101	45100-01-319.00	OTHER	PROFESSIONAL SERVICES			960.00	AIR QUALITY TESTING RCC		

PACKET: 07047 06/27/2024 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		960.00	960.00CR	0.00
								960.00	0.00	

01-005314 FLEET SERVICES

I 2024110020	MAY'24 PD/PW LEASE	APBNK 6/27/2024 R	6/10/2024	17,851.69	17,851.69CR	
	G/L ACCOUNT	CK: 155864		17,851.69		
207 49007-01-548.00	LEASE PROGRAM-P.W. VEHICLES		10,692.50	MAY'24 PD/PW LEASE		
207 49007-01-549.00	LEASE PROGRAM-POLICE VEHICLES		5,881.43	MAY'24 PD/PW LEASE		
601 49400-01-548.00	LEASE PROGRAM-P.W. VEHICLES		425.92	MAY'24 PD/PW LEASE		
602 49450-01-548.00	LEASE PROGRAM-P.W. VEHICLES		425.92	MAY'24 PD/PW LEASE		
603 49500-01-548.00	LEASE PROGRAM-P.W. VEHICLES		425.92	MAY'24 PD/PW LEASE		
		REG. CHECK	1	17,851.69	17,851.69CR	0.00
				17,851.69	0.00	

01-005768 FP MAILING SOLUTIONS

I 2024-0348	6/12 POSTAGE METER REFILL	APBNK 6/14/2024 D	6/12/2024	600.00	600.00CR	
	G/L ACCOUNT	CK: 001938		600.00		
101 41810-01-322.00	POSTAGE COSTS		600.00	6/12 POSTAGE METER REFILL		
		DRAFTS	1	600.00	600.00CR	0.00
				600.00	0.00	

01-070525 GENERAL PARTS LLC

I 6519527	FRIDGE REPAIRS	APBNK 6/27/2024 R	6/14/2024	565.09	565.09CR	
	G/L ACCOUNT	CK: 155865		565.09		
101 45100-30-404.00	CONTRACTED MACH & EQUIP R & M		565.09	FRIDGE REPAIRS		
		REG. CHECK	1	565.09	565.09CR	0.00
				565.09	0.00	

01-000677 GERTEN GREENHOUSES INC-4461

I 209921/1	PARK SIGN PLANT REPLACEMENT	APBNK 6/27/2024 R	6/18/2024	39.92	39.92CR	
	G/L ACCOUNT	CK: 155866		39.92		
101 43121-01-225.00	LANDSCAPING MATERIALS		39.92	PARK SIGN PLANT REPLACEMENTS		
I 221636/12	HERBICIDE	APBNK 6/27/2024 R	6/20/2024	1,210.00	1,210.00CR	
	G/L ACCOUNT	CK: 155866		1,210.00		
101 45202-01-216.00	CHEMICALS & CHEMICAL PRODUCTS		1,210.00	HERBICIDE		

PACKET: 07047 06/27/2024 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 222369/12		CHALK FOR RAAA	APBNK	6/27/2024	R	6/12/2024	570.00	570.00CR	
		G/L ACCOUNT		CK: 155866			570.00		
	101 45100-01-229.00	OTHER MAINTENANCE SUPPLIES				570.00	CHALK FOR RAAA		
I 222800/12		FIELD DRY	APBNK	6/27/2024	R	6/18/2024	512.50	512.50CR	
		G/L ACCOUNT		CK: 155866			512.50		
	101 45100-01-229.00	OTHER MAINTENANCE SUPPLIES				512.50	FIELD DRY		
I 903363/6		CENTRAL & INNISFREE PLANTS	APBNK	6/27/2024	R	6/18/2024	697.92	697.92CR	
		G/L ACCOUNT		CK: 155866			697.92		
	101 43121-01-225.00	LANDSCAPING MATERIALS				697.92	CENTRAL & INNISFREE PLANTS		
		REG. CHECK				1	3,030.34	3,030.34CR	0.00
							3,030.34	0.00	
01-004903 GRAPHIC TICKETS & SYSTEMS									
I 008454		CITATION PAPER	APBNK	6/27/2024	R	6/11/2024	404.86	404.86CR	
		G/L ACCOUNT		CK: 155867			404.86		
	101 42110-01-203.00	PRINTED FORMS & PAPER				404.86	CITATION PAPER		
		REG. CHECK				1	404.86	404.86CR	0.00
							404.86	0.00	
01-006102 GRAZZINI BROTHERS AND COMPA									
I 2024-0349		ROSEMOUNT PD/PW PROJECT	APBNK	6/27/2024	R	5/31/2024	118,845.00	118,845.00CR	
		G/L ACCOUNT		CK: 155868			118,845.00		
	421 48000-01-521.00	BUILDING & STRUCTURE PURCHASES				118,845.00	ROSEMOUNT PD/PW PROJECT		
		REG. CHECK				1	118,845.00	118,845.00CR	0.00
							118,845.00	0.00	
01-005693 GREAT AMERICA FINANCIAL SVC									
I 36660489		POSTAGE EQUIPMENT	APBNK	6/20/2024	D	5/27/2024	192.41	192.41CR	
		G/L ACCOUNT		CK: 001939			192.41		
	101 41810-01-413.00	OFFICE EQUIPMENT RENTAL				192.41	POSTAGE EQUIPMENT		
		DRAFTS				1	192.41	192.41CR	0.00
							192.41	0.00	

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

01-080458 HAWKINS INC										
I	6781711	CHLORINE SWITCHOVER, BUG CA	APBNK	6/27/2024	R	6/13/2024		683.99	683.99CR	
		G/L ACCOUNT		CK: 155869				683.99		
	601	49400-01-216.00	CHEMICALS & CHEMICAL PRODUCTS			683.99		CHLORINE SWITCHOVER, BUG CAPS		
I	6783379	CHLORINE TANK RENTAL	APBNK	6/27/2024	R	6/15/2024		160.00	160.00CR	
		G/L ACCOUNT		CK: 155869				160.00		
	601	49400-01-216.00	CHEMICALS & CHEMICAL PRODUCTS			160.00		CHLORINE TANK RENTAL		
			REG. CHECK			1		843.99	843.99CR	0.00
								843.99	0.00	

01-005278 HLS OUTDOOR										
I	0016196025-001	IRRIGATION PARTS	APBNK	6/27/2024	R	6/17/2024		782.85	782.85CR	
		G/L ACCOUNT		CK: 155870				782.85		
	101	45202-01-221.00	EQUIPMENT PARTS			782.85		IRRIGATION PARTS		
			REG. CHECK			1		782.85	782.85CR	0.00
								782.85	0.00	

01-005977 HOLLENBACK & NELSON INC										
I	2024-0350	ROSEMOUNT PD/PW PROJECT	APBNK	6/27/2024	R	5/31/2024		94,233.35	94,233.35CR	
		G/L ACCOUNT		CK: 155871				94,233.35		
	421	48000-01-521.00	BUILDING & STRUCTURE PURCHASES			94,233.35		ROSEMOUNT PD/PW PROJECT		
			REG. CHECK			1		94,233.35	94,233.35CR	0.00
								94,233.35	0.00	

01-081575 HOME DEPOT CREDIT SERVICE										
I	4034797	BUILDING REPAIR SUPPLIES	APBNK	6/27/2024	R	6/11/2024		94.35	94.35CR	
		G/L ACCOUNT		CK: 155872				94.35		
	101	41940-01-223.00	BUILDING REPAIR SUPPLIES			94.35		BUILDING REPAIR SUPPLIES		
I	8030346	NAILS,BLADES & MISC SUPPLIE	APBNK	6/27/2024	R	6/17/2024		510.15	510.15CR	
		G/L ACCOUNT		CK: 155872				510.15		
	101	45202-01-221.00	EQUIPMENT PARTS			510.15		NAILS,BLADES & MISC SUPPLIES		
I	8032651	SUPPLIES FOR CONCRETE	APBNK	6/27/2024	R	5/28/2024		121.61	121.61CR	
		G/L ACCOUNT		CK: 155872				121.61		
	101	43121-01-410.00	CONCRETE SIDEWALK/CURB REPAIRS			121.61		SUPPLIES FOR CONCRETE		

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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		726.11	726.11CR	0.00
								726.11	0.00	
01-006139 HUEBSCH										
I 20326331		MATS & AIR FRESHENER @ FS #	APBNK	6/27/2024	R	6/19/2024		35.76	35.76CR	
		G/L ACCOUNT		CK: 155873				35.76		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					35.76	MATS & AIR FRESHENER @ FS #1		
I 20326338		MATS @ PD & CH	APBNK	6/27/2024	R	6/19/2024		141.62	141.62CR	
		G/L ACCOUNT		CK: 155873				141.62		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					141.62	MATS @ PD & CH		
I 20326339		MATS @ PW SOUTH	APBNK	6/27/2024	R	6/19/2024		16.27	16.27CR	
		G/L ACCOUNT		CK: 155873				16.27		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					16.27	MATS @ PW SOUTH		
I 20326340		MATS & TOWELS @ PW CENTRAL	APBNK	6/27/2024	R	6/19/2024		46.27	46.27CR	
		G/L ACCOUNT		CK: 155873				46.27		
	101 43100-01-211.00	CLEANING SUPPLIES					25.02	MATS & TOWELS @ PW CENTRAL		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					21.25	MATS & TOWELS @ PW CENTRAL		
I 20326341		MATS @ PW NORTH	APBNK	6/27/2024	R	6/19/2024		68.75	68.75CR	
		G/L ACCOUNT		CK: 155873				68.75		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					68.75	MATS @ PW NORTH		
I 20326342		MATS & AIR FRESHENER @ FS #	APBNK	6/27/2024	R	6/19/2024		31.76	31.76CR	
		G/L ACCOUNT		CK: 155873				31.76		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					31.76	MATS & AIR FRESHENER @ FS #2		
			REG. CHECK			1		340.43	340.43CR	0.00
								340.43	0.00	
01-006177 IMPERIAL DADE										
I 4245052		JANITORIAL SUPPLIES	APBNK	6/27/2024	R	6/12/2024		303.60	303.60CR	
		G/L ACCOUNT		CK: 155874				303.60		
	101 45100-01-211.00	CLEANING SUPPLIES					151.80	JANITORIAL SUPPLIES		
	650 45130-01-211.00	CLEANING SUPPLIES					151.80	JANITORIAL SUPPLIES		
			REG. CHECK			1		303.60	303.60CR	0.00
								303.60	0.00	

VENDOR SEQUENCE

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

01-000722 IRISH SPORTS DOME LLC									
I	345282	SUMMER DOME RENTAL	APBNK	6/27/2024	R	3/26/2024	7,200.00	7,200.00CR	
		G/L ACCOUNT		CK: 155875			7,200.00		
	202 24441	F/B ASSIGNED FOR C/C REMODEL				7,200.00	SUMMER DOME RENTAL		
				REG. CHECK		1	7,200.00	7,200.00CR	0.00
							7,200.00	0.00	

01-003699 JANI-KING OF MINNESOTA									
I	MIN06240266	MAY EVENT CLEANING-SC	APBNK	6/27/2024	R	6/18/2024	420.00	420.00CR	
		G/L ACCOUNT		CK: 155876			420.00		
	101 45100-30-312.00	CUSTODIAL SERVICES				420.00	MAY EVENT CLEANING-SC		
I	MIN06240267	MAY EVENT CLEANING-RCC	APBNK	6/27/2024	R	6/18/2024	840.00	840.00CR	
		G/L ACCOUNT		CK: 155876			840.00		
	101 45100-01-312.00	CUSTODIAL SERVICES				840.00	MAY EVENT CLEANING-RCC		
				REG. CHECK		1	1,260.00	1,260.00CR	0.00
							1,260.00	0.00	

01-110314 KENNEDY & GRAVEN CHARTERED									
I	182054	MAY RETAINER-ADMIN	APBNK	6/27/2024	R	6/18/2024	2,227.86	2,227.86CR	
		G/L ACCOUNT		CK: 155877			2,227.86		
	101 41810-01-304.00	LEGAL FEES				2,227.86	MAY RETAINER-ADMIN		
I	182055	MAY RETAINER-ENG & PW	APBNK	6/27/2024	R	6/18/2024	413.12	413.12CR	
		G/L ACCOUNT		CK: 155877			413.12		
	101 41810-01-304.00	LEGAL FEES				413.12	MAY RETAINER-ENG & PW		
I	182056	MAY RETAINER-PLANNING	APBNK	6/27/2024	R	6/18/2024	103.28	103.28CR	
		G/L ACCOUNT		CK: 155877			103.28		
	101 41810-01-304.00	LEGAL FEES				103.28	MAY RETAINER-PLANNING		
I	182057	MAY RETAINER-POLICE	APBNK	6/27/2024	R	6/18/2024	855.74	855.74CR	
		G/L ACCOUNT		CK: 155877			855.74		
	101 41810-01-304.00	LEGAL FEES				855.74	MAY RETAINER-POLICE		
I	182058	MAY NON RETAINER	APBNK	6/27/2024	R	6/18/2024	9,269.22	9,269.22CR	
		G/L ACCOUNT		CK: 155877			9,269.22		
	101 41810-01-304.00	LEGAL FEES				6,571.22	MAY NON RETAINER		
	471 48000-01-304.00	LEGAL FEES				57.00	MAY NON RETAINER		
	101 41810-01-304.00	LEGAL FEES				266.00	MAY NON RETAINER		

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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
	201	46300-01-304.00	LEGAL FEES			399.00		MAY NON RETAINER		
	486	48000-01-304.00	LEGAL FEES			199.50		MAY NON RETAINER		
	493	48000-01-304.00	LEGAL FEES			1,776.50		MAY NON RETAINER		
			REG. CHECK			1		12,869.22	12,869.22CR	0.00
								12,869.22	0.00	
01-005999 KRAUS-ANDERSON CONSTRUCTION										
I 64916		PW/PD CONST MGMT THRU 5/31/	APBNK	6/27/2024	R	6/07/2024		138,890.81	138,890.81CR	
		G/L ACCOUNT		CK: 155878				138,890.81		
	421	48000-01-319.00	OTHER PROFESSIONAL SERVICES			138,890.81		PW/PD CONST MGMT THRU 5/31/24		
			REG. CHECK			1		138,890.81	138,890.81CR	0.00
								138,890.81	0.00	
01-003414 LIGHTNING DISPOSAL INC										
I 0000612438		CLEANUP DAY DISPOSAL	APBNK	6/27/2024	R	6/04/2024		15,445.48	15,445.48CR	
		G/L ACCOUNT		CK: 155879				15,445.48		
	101	41940-01-384.00	REFUSE DISPOSAL			15,445.48		CLEANUP DAY DISPOSAL		
			REG. CHECK			1		15,445.48	15,445.48CR	0.00
								15,445.48	0.00	
01-121530 LOGIS-LOCAL GOVERNMENT										
I 13016		APR-JUN'24 APPLICATION SUPP	APBNK	6/27/2024	R	4/01/2024		15,897.00	15,897.00CR	
		G/L ACCOUNT		CK: 155880				15,897.00		
	101	42110-01-394.00	P.C. SOFTWARE PURCHASES			6,896.00		APR-JUN'24 APPLICATION SUPPORT		
	101	42110-01-394.00	P.C. SOFTWARE PURCHASES			1,190.00		APR-JUN'24 APPLICATION SUPPORT		
	101	42210-01-329.00	OTHER COMMUNICATION COSTS			774.00		APR-JUN'24 APPLICATION SUPPORT		
	101	41810-01-391.00	P.C. MAINTENANCE			1,530.00		APR-JUN'24 APPLICATION SUPPORT		
	101	41320-01-394.00	P.C. SOFTWARE PURCHASES			788.00		APR-JUN'24 APPLICATION SUPPORT		
	101	41320-01-394.00	P.C. SOFTWARE PURCHASES			4,719.00		APR-JUN'24 APPLICATION SUPPORT		
I 18009		SOFT TOKEN(2)-RAABOLLE/WALT	APBNK	6/27/2024	R	4/01/2024		30.00	30.00CR	
		G/L ACCOUNT		CK: 155880				30.00		
	101	41520-01-391.00	P.C. MAINTENANCE			30.00		SOFT TOKEN(2)-RAABOLLE/WALTMAN		
I 22017		NETWORK SVCS THRU 3/31/24	APBNK	6/27/2024	R	4/01/2024		398.75	398.75CR	
		G/L ACCOUNT		CK: 155880				398.75		
	101	41320-01-319.00	OTHER PROFESSIONAL SERVICES			108.75		NETWORK SVCS THRU 3/31/24		
	421	48000-01-319.00	OTHER PROFESSIONAL SERVICES			72.50		NETWORK SVCS THRU 3/31/24		
	101	42110-01-395.00	P.C. REPAIRS			72.50		NETWORK SVCS THRU 3/31/24		

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
		101 41320-01-395.00	P.C. REPAIRS			72.50	NETWORK SVCS THRU 3/31/24		
		205 49005-01-538.00	IMPROV OTHER THAN BLDGS			72.50	NETWORK SVCS THRU 3/31/24		
			REG. CHECK			1	16,325.75 16,325.75	16,325.75CR 0.00	0.00
01-002533 MARCO TECHNOLOGIES LLC									
I INV12568795		CONTRACT COPIER CHARGES	APBNK	6/27/2024	R	5/31/2024	1,482.36	1,482.36CR	
		G/L ACCOUNT		CK: 155881			1,482.36		
		101 41810-01-202.00	DUPLICATING & COPYING COSTS			1,482.36	CONTRACT COPIER CHARGES		
			REG. CHECK			1	1,482.36 1,482.36	1,482.36CR 0.00	0.00
01-130575 MCNAMARA CONTRACTING INC									
I 5645		19.47 TONS ASPHALT	APBNK	6/27/2024	R	5/31/2024	1,226.61	1,226.61CR	
		G/L ACCOUNT		CK: 155882			1,226.61		
		101 43121-01-231.00	BITUMINOUS PATCHING MATERIALS			1,226.61	19.47 TONS ASPHALT		
			REG. CHECK			1	1,226.61 1,226.61	1,226.61CR 0.00	0.00
01-130725 MENARDS-APPLE VALLEY									
I 74963		BACKPACK SPRAYERS,TRIMMER L	APBNK	6/27/2024	R	6/11/2024	186.34	186.34CR	
		G/L ACCOUNT		CK: 155883			186.34		
		101 45202-01-242.00	MINOR EQUIPMENT			186.34	BACKPACK SPRAYERS,TRIMMER LINE		
			REG. CHECK			1	186.34 186.34	186.34CR 0.00	0.00
01-004079 METRO SALES INC									
I INV2544553		RICOH/IM C3510 COLOR COPIER	APBNK	6/27/2024	R	6/13/2024	504.71	504.71CR	
		G/L ACCOUNT		CK: 155884			504.71		
		101 41810-01-202.00	DUPLICATING & COPYING COSTS			504.71	RICOH/IM C3510 COLOR COPIER		
I INV2545246		RICOH/IM C3500 COLOR COPIER	APBNK	6/27/2024	R	6/14/2024	234.69	234.69CR	
		G/L ACCOUNT		CK: 155884			234.69		
		101 41810-01-202.00	DUPLICATING & COPYING COSTS			234.69	RICOH/IM C3500 COLOR COPIER		
			REG. CHECK			1	739.40 739.40	739.40CR 0.00	0.00

VENDOR SEQUENCE

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

01-004203 MINNESOTA HORSE & HUNT CLUB									
I 7753		6 RIFLE & PISTOL PASSES	APBNK	6/27/2024	R	6/07/2024	1,800.00	1,800.00CR	
		G/L ACCOUNT		CK: 155885			1,800.00		
	101 42110-01-437.00	CONFERENCES & SEMINARS				1,800.00	6 RIFLE & PISTOL PASSES		
				REG. CHECK		1	1,800.00	1,800.00CR	0.00
							1,800.00	0.00	

01-003896 MMKR & CO., P.A.									
I 56396		AUDIT SVCS THRU 5/31/2024	APBNK	6/27/2024	R	6/12/2024	14,930.00	14,930.00CR	
		G/L ACCOUNT		CK: 155886			14,930.00		
	101 41810-01-301.00	AUDITING & ACCOUNTING SERVICES				14,930.00	AUDIT SVCS THRU 5/31/2024		
I 56404		2023 AUDIT SVCS - FINAL	APBNK	6/27/2024	R	6/12/2024	7,799.60	7,799.60CR	
		G/L ACCOUNT		CK: 155886			7,799.60		
	101 41810-01-301.00	AUDITING & ACCOUNTING SERVICES				7,799.60	2023 AUDIT SVCS - FINAL		
				REG. CHECK		1	22,729.60	22,729.60CR	0.00
							22,729.60	0.00	

01-000030 MN DEPT OF REVENUE									
I 202406240897		MAY PETROLEUM TAX	APBNK	6/20/2024	D	6/20/2024	314.64	314.64CR	
		G/L ACCOUNT		CK: 001940			314.64		
	101 43100-01-212.00	MOTOR FUELS				314.64	MAY PETROLEUM TAX		
				DRAFTS		1	314.64	314.64CR	0.00
							314.64	0.00	

01-000031 MN DEPT OF REVENUE									
I 202406240898		MAY SALES & USE TAX	APBNK	6/20/2024	D	6/20/2024	2,729.00	2,729.00CR	
		G/L ACCOUNT		CK: 001941			2,729.00		
	101 22810	SALES TAX PAYABLE				46.12	MAY SALES & USE TAX		
	601 22810	SALES TAX PAYABLE				2,195.90	MAY SALES & USE TAX		
	650 22810	SALES TAX PAYABLE				486.38	MAY SALES & USE TAX		
	101 41520-01-439.00	OTHER MISCELLANEOUS CHARGES				0.60	MAY SALES & USE TAX		
				DRAFTS		1	2,729.00	2,729.00CR	0.00
							2,729.00	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

01-001328 MN ENERGY RESOURCES CORP									
I	0503984315-1	5/24 FIRE STATION #2	APBNK	6/27/2024	D	5/23/2024	142.06	142.06CR	
		G/L ACCOUNT		CK: 001942			142.06		
	101	41940-01-383.00		GAS UTILITIES		142.06	FIRE STATION #2		
I	0737046210-2	5/24 FLINT HILLS REC COMPLEX	APBNK	6/27/2024	D	5/24/2024	67.30	67.30CR	
		G/L ACCOUNT		CK: 001942			67.30		
	101	45202-01-383.00		GAS UTILITIES		67.30	FLINT HILLS REC COMPLEX		
				DRAFTS		1	209.36	209.36CR	0.00
							209.36	0.00	

01-003882 MN OCC HEALTH - LOCKBOX 135									
I	460692	PRE-EMPLOYMENT SCREENINGS	APBNK	6/27/2024	R	5/31/2024	8,070.00	8,070.00CR	
		G/L ACCOUNT		CK: 155887			8,070.00		
	101	41130-01-305.00		MEDICAL & DENTAL FEES		8,070.00	PRE-EMPLOYMENT SCREENINGS		
				REG. CHECK		1	8,070.00	8,070.00CR	0.00
							8,070.00	0.00	

01-137885 MN VALLEY TESTING LABS									
I	1256177	BAC-T SAMPLES	APBNK	6/27/2024	R	6/10/2024	427.50	427.50CR	
		G/L ACCOUNT		CK: 155888			427.50		
	601	49400-01-310.00		TESTING SERVICES		427.50	BAC-T SAMPLES		
				REG. CHECK		1	427.50	427.50CR	0.00
							427.50	0.00	

01-006047 MOLIN CONCRETE PRODUCTS									
I	2024-0352	ROSEMOUNT PD/PW PROJECT	APBNK	6/27/2024	R	5/24/2024	15,632.21	15,632.21CR	
		G/L ACCOUNT		CK: 155889			15,632.21		
	421	20600		CONTRACTS PAYABLE		15,632.21	ROSEMOUNT PD/PW PROJECT		
				REG. CHECK		1	15,632.21	15,632.21CR	0.00
							15,632.21	0.00	

VENDOR SEQUENCE

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

01-139915 MTI DISTRIBUTING INC									
I	1433226-00	IMPACT DAMPER ASSEMBLY	APBNK	6/27/2024	R	6/10/2024	662.57	662.57CR	
		G/L ACCOUNT		CK: 155890			662.57		
	101 43100-01-221.00	EQUIPMENT PARTS				662.57	IMPACT DAMPER ASSEMBLY		
I	1434691-00	PARTS	APBNK	6/27/2024	R	6/14/2024	228.72	228.72CR	
		G/L ACCOUNT		CK: 155890			228.72		
	101 43100-01-221.00	EQUIPMENT PARTS				228.72	PARTS		
				REG. CHECK		1	891.29	891.29CR	0.00
							891.29	0.00	

01-006188 BINU NAIR									
I	2024-0342	PERMIT #5795-DAMAGE DEPOSIT	APBNK	6/27/2024	R	6/17/2024	300.00	300.00CR	
		G/L ACCOUNT		CK: 155891			300.00		
	101 22005	REFUNDS PAYABLE - P&R				300.00	PERMIT #5795-DAMAGE DEPOSIT		
				REG. CHECK		1	300.00	300.00CR	0.00
							300.00	0.00	

01-006000 NORTHERN LINES CONTRACTING									
I	2024-0355	AKRON AVE SOUTH EXTENSION	APBNK	6/27/2024	R	4/30/2024	249,056.37	249,056.37CR	
		G/L ACCOUNT		CK: 155892			249,056.37		
	483 48000-01-530.00	IMPROVEMENTS OTHER THAN BUILD				84,537.94	AKRON AVE SOUTH EXTENSION		
	483 20600	CONTRACTS PAYABLE				164,518.43	AKRON AVE SOUTH EXTENSION		
I	2024-0356	AKRON AVE EXTENSION	APBNK	6/27/2024	R	5/31/2024	558,424.47	558,424.47CR	
		G/L ACCOUNT		CK: 155892			558,424.47		
	483 48000-01-530.00	IMPROVEMENTS OTHER THAN BUILD				558,424.47	AKRON AVE EXTENSION		
				REG. CHECK		1	807,480.84	807,480.84CR	0.00
							807,480.84	0.00	

01-141542 NORTHERN SAFETY TECH									
I	57850	PARTS	APBNK	6/27/2024	R	6/12/2024	30.36	30.36CR	
		G/L ACCOUNT		CK: 155893			30.36		
	101 43100-01-221.00	EQUIPMENT PARTS				30.36	PARTS		
				REG. CHECK		1	30.36	30.36CR	0.00
							30.36	0.00	

PACKET: 07047 06/27/2024 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

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

01-006024 NOVA FIRE PROTECTION INC									
I 2024-0357		ROSEMOUNT PD/PW PROJECT	APBNK	6/27/2024	R	5/31/2024	37,050.00	37,050.00CR	
		G/L ACCOUNT		CK: 155894			37,050.00		
	421 48000-01-521.00	BUILDING & STRUCTURE PURCHASES				37,050.00	ROSEMOUNT PD/PW PROJECT		
				REG. CHECK		1	37,050.00	37,050.00CR	0.00
							37,050.00	0.00	

01-000988 OFFICE OF MN IT SERVICES									
I W24050636		LANGUAGE LINE SERV	APBNK	6/27/2024	R	6/13/2024	40.95	40.95CR	
		G/L ACCOUNT		CK: 155895			40.95		
	101 42110-01-313.00	TEMPORARY SERVICE FEES				40.95	LANGUAGE LINE SERV		
				REG. CHECK		1	40.95	40.95CR	0.00
							40.95	0.00	

01-004740 PELLICCI ACE ROSEMOUNT									
I 12079/R		PREEN WEED PREV	APBNK	6/27/2024	R	6/10/2024	39.98	39.98CR	
		G/L ACCOUNT		CK: 155896			39.98		
	101 43121-01-225.00	LANDSCAPING MATERIALS				39.98	PREEN WEED PREV		
I 12095/R		DRILL BIT AND EXTENTIONS	APBNK	6/27/2024	R	6/13/2024	48.97	48.97CR	
		G/L ACCOUNT		CK: 155896			48.97		
	101 45202-01-221.00	EQUIPMENT PARTS				48.97	DRILL BIT AND EXTENTIONS		
I 12097/R		2 GAL. SPRAYERS	APBNK	6/27/2024	R	6/13/2024	54.98	54.98CR	
		G/L ACCOUNT		CK: 155896			54.98		
	101 43121-01-224.00	STREET MAINTENANCE MATERIALS				54.98	2 GAL. SPRAYERS		
I 12108/R		FILTERS FOR PRESSURE WASHER	APBNK	6/27/2024	R	6/17/2024	53.97	53.97CR	
		G/L ACCOUNT		CK: 155896			53.97		
	101 43100-01-221.00	EQUIPMENT PARTS				53.97	FILTERS FOR PRESSURE WASHER		
I 12112/R		WELL 15 SCREEN REPLACEMENT	APBNK	6/27/2024	R	6/18/2024	79.90	79.90CR	
		G/L ACCOUNT		CK: 155896			79.90		
	601 49400-01-229.00	OTHER MAINTENANCE SUPPLIES				79.90	WELL 15 SCREEN REPLACEMENT		
				REG. CHECK		1	277.80	277.80CR	0.00
							277.80	0.00	

VENDOR SEQUENCE

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

01-002113 DARIO A PORTILLO									
I	2024-2	WASH & WAX FLOORS-PD/FS #22	APBNK	6/27/2024	R	6/22/2024	1,420.00	1,420.00CR	
		G/L ACCOUNT		CK: 155897			1,420.00		
	101	41940-01-319.00	OTHER	PROFESSIONAL SERVICES		1,420.00	WASH & WAX FLOORS-PD/FS #22		
			REG. CHECK			1	1,420.00	1,420.00CR	0.00
							1,420.00	0.00	

01-006026 R.J. MECHANICAL INC									
I	2024-0358	ROSEMOUNT PD/PW PROJECT	APBNK	6/27/2024	R	5/31/2024	269,579.30	269,579.30CR	
		G/L ACCOUNT		CK: 155898			269,579.30		
	421	48000-01-521.00	BUILDING & STRUCTURE PURCHASES			269,579.30	ROSEMOUNT PD/PW PROJECT		
			REG. CHECK			1	269,579.30	269,579.30CR	0.00
							269,579.30	0.00	

01-006191 NICHOLAS REITBERGER									
I	2024-0354	UTILITY REFUND-ACCT 130068.	APBNK	6/27/2024	R	6/21/2024	2,174.88	2,174.88CR	
		G/L ACCOUNT		CK: 155899			2,174.88		
	601	22000	DEPOSITS PAYABLE			2,174.88	UTILITY REFUND-ACCT 130068.02		
			REG. CHECK			1	2,174.88	2,174.88CR	0.00
							2,174.88	0.00	

01-180675 RENT 'N' SAVE									
I	77780	MAY PORTABLE REST ROOMS	APBNK	6/27/2024	R	5/31/2024	5,480.40	5,480.40CR	
		G/L ACCOUNT		CK: 155900			5,480.40		
	101	45100-01-415.00	OTHER EQUIPMENT RENTAL			5,480.40	MAY PORTABLE REST ROOMS		
			REG. CHECK			1	5,480.40	5,480.40CR	0.00
							5,480.40	0.00	

01-005767 RHS SOFTBALL BOOSTER CLUB									
I	2024-0359	PERMIT 6053-DAMAGE DEPOSIT	APBNK	6/27/2024	R	6/12/2024	500.00	500.00CR	
		G/L ACCOUNT		CK: 155901			500.00		
	101	22005	REFUNDS PAYABLE - P&R			500.00	PERMIT 6053-DAMAGE DEPOSIT		
			REG. CHECK			1	500.00	500.00CR	0.00
							500.00	0.00	

PACKET: 07047 06/27/2024 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

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

01-005451 SAFE-FAST INC									
I	INV291932	GREEN & BLUE MARK'G PAINT,E	APBNK	6/27/2024	R	6/07/2024	409.88	409.88CR	
		G/L ACCOUNT		CK: 155902			409.88		
	601	49400-01-229.00	OTHER	MAINTENANCE SUPPLIES		409.88	GREEN & BLUE MARK'G PAINT,ETC		
I	INV292186	SAFETY GLASSES	APBNK	6/27/2024	R	6/14/2024	188.40	188.40CR	
		G/L ACCOUNT		CK: 155902			188.40		
	601	49400-01-240.00	SAFETY	EQUIPMENT & PPE		188.40	SAFETY GLASSES		
			REG. CHECK			1	598.28	598.28CR	0.00
							598.28	0.00	

01-002201 LORETTA SCHMIDT									
I	2024-0351	PERMIT 5096-DAMAGE DEPOSIT	APBNK	6/27/2024	R	6/24/2024	300.00	300.00CR	
		G/L ACCOUNT		CK: 155903			300.00		
	101	22005	REFUNDS	PAYABLE - P&R		300.00	PERMIT 5096-DAMAGE DEPOSIT		
			REG. CHECK			1	300.00	300.00CR	0.00
							300.00	0.00	

01-002095 SCHMITTY & SONS TRANSPORTAT									
I	INV27031	WATERPARK CAMP BUS	APBNK	6/27/2024	R	6/18/2024	525.42	525.42CR	
		G/L ACCOUNT		CK: 155904			525.42		
	101	45100-91-219.00	OTHER	OPERATING SUPPLIES		525.42	WATERPARK CAMP BUS		
I	INV27040	WATERPARK CAMP BUS	APBNK	6/27/2024	R	6/17/2024	279.72	279.72CR	
		G/L ACCOUNT		CK: 155904			279.72		
	101	45100-91-219.00	OTHER	OPERATING SUPPLIES		279.72	WATERPARK CAMP BUS		
I	INV27044	WATERPARK CAMP BUS	APBNK	6/27/2024	R	6/20/2024	601.02	601.02CR	
		G/L ACCOUNT		CK: 155904			601.02		
	101	45100-91-219.00	OTHER	OPERATING SUPPLIES		601.02	WATERPARK CAMP BUS		
I	INV27046	WATERPARK CAMP BUS	APBNK	6/27/2024	R	6/19/2024	544.32	544.32CR	
		G/L ACCOUNT		CK: 155904			544.32		
	101	45100-91-219.00	OTHER	OPERATING SUPPLIES		544.32	WATERPARK CAMP BUS		
			REG. CHECK			1	1,950.48	1,950.48CR	0.00
							1,950.48	0.00	

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

01-190854 SHERWIN WILLIAMS-AV										
I	1015-5	STAIN AND SUPPLIES	APBNK	6/27/2024	R	6/10/2024		293.97	293.97CR	
		G/L ACCOUNT		CK: 155905				293.97		
	101	45202-01-223.00	SHELTER REPAIR SUPPLIES				293.97	STAIN AND SUPPLIES		
			REG. CHECK			1		293.97	293.97CR	0.00
								293.97	0.00	

01-006192 SHORELINE LANDSCAPING										
I	2024-0360	TALAMORE PARK PROJECT	APBNK	6/27/2024	R	6/03/2024		137,330.83	137,330.83CR	
		G/L ACCOUNT		CK: 155906				137,330.83		
	205	49005-01-534.00	IMPROVEMENTS OTHER THAN BLDGS				137,330.83	TALAMORE PARK PROJECT		
			REG. CHECK			1		137,330.83	137,330.83CR	0.00
								137,330.83	0.00	

01-190555 SHORT ELLIOT HENDRICKSON										
I	468422	CSAH 42 WATER MAIN EXTENSIO	APBNK	6/27/2024	R	6/12/2024		18,591.71	18,591.71CR	
		G/L ACCOUNT		CK: 155907				18,591.71		
	418	48000-01-303.00	ENGINEERING FEES				18,591.71	CSAH 42 WATER MAIN EXTENSION		
I	468706	WELL 17 DESIGN & CONSTRUCTI	APBNK	6/27/2024	R	6/13/2024		895.61	895.61CR	
		G/L ACCOUNT		CK: 155907				895.61		
	601	49400-01-303.00	ENGINEERING FEES				895.61	WELL 17 DESIGN & CONSTRUCTION		
			REG. CHECK			1		19,487.32	19,487.32CR	0.00
								19,487.32	0.00	

01-000641 SKB ENVIRONMENTAL										
I	96900C063	WOODEN RAMP DEMO	APBNK	6/27/2024	R	3/15/2024		1,203.81	1,203.81CR	
		G/L ACCOUNT		CK: 155908				1,203.81		
	101	41940-01-384.00	REFUSE DISPOSAL				1,203.81	WOODEN RAMP DEMO		
I	97700C063	MOUND REFUSE	APBNK	6/27/2024	R	4/30/2024		63.73	63.73CR	
		G/L ACCOUNT		CK: 155908				63.73		
	101	41940-01-384.00	REFUSE DISPOSAL				63.73	MOUND REFUSE		
			REG. CHECK			1		1,267.54	1,267.54CR	0.00
								1,267.54	0.00	

PACKET: 07047 06/27/2024 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

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

01-006183 SONUS INTERIORS INC									
I	2024-0361	ROSEMOUNT PD/PW PROJECT	APBNK	6/27/2024	R	5/31/2024	66,500.00	66,500.00CR	
		G/L ACCOUNT		CK: 155909			66,500.00		
	421	48000-01-521.00	BUILDING & STRUCTURE PURCHASES			66,500.00	ROSEMOUNT PD/PW PROJECT		
			REG. CHECK			1	66,500.00	66,500.00CR	0.00
							66,500.00	0.00	

01-004557 SORENSEN CONSULTING									
I	R:2.24	PROFESSIONAL SERVICES	APBNK	6/27/2024	R	5/31/2024	1,500.00	1,500.00CR	
		G/L ACCOUNT		CK: 155910			1,500.00		
	101	41130-01-319.00	OTHER PROFESSIONAL SERVICES			1,500.00	PROFESSIONAL SERVICES		
			REG. CHECK			1	1,500.00	1,500.00CR	0.00
							1,500.00	0.00	

01-006184 SPECIALTY WORKS SERVICES LL									
I	0000004	RURAL WELL NEW ROOF	APBNK	6/27/2024	R	6/07/2024	5,200.00	5,200.00CR	
		G/L ACCOUNT		CK: 155911			5,200.00		
	206	49006-01-409.00	OTHER CONTRACTED REPAIR & MAIN			5,200.00	RURAL WELL NEW ROOF		
			REG. CHECK			1	5,200.00	5,200.00CR	0.00
							5,200.00	0.00	

01-005788 STANTEC CONSULTING SERVS IN									
I	2233147	RAP/CCP - PICKLE BALL PROJE	APBNK	6/27/2024	R	5/16/2024	2,218.14	2,218.14CR	
		G/L ACCOUNT		CK: 155912			2,218.14		
	205	49005-01-540.00	IMPROVEMENTS OTHER THAN BLDGS			2,218.14	RAP/CCP - PICKLE BALL PROJECT		
			REG. CHECK			1	2,218.14	2,218.14CR	0.00
							2,218.14	0.00	

01-004908 STATE OF MN MILITARY AFFAIR									
I	2024-0362	2023 SOLAR CREDIT REFUND	APBNK	6/27/2024	R	6/11/2024	28,159.52	28,159.52CR	
		G/L ACCOUNT		CK: 155913			28,159.52		
	101	11510	NATIONAL GUARD A/R			28,159.52	2023 SOLAR CREDIT REFUND		
			REG. CHECK			1	28,159.52	28,159.52CR	0.00
							28,159.52	0.00	

VENDOR SEQUENCE

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

01-192536 STREICHER'S									
I	I1699679	BARNES UNIFORM G/L ACCOUNT	APBNK	6/27/2024	R	5/16/2024	2,716.65 2,716.65	2,716.65CR	
	101	42110-26-217.00	CLOTHING ALLOWANCE - POLICE				2,716.65	BARNES UNIFORM	
I	I1699682	THIEL UNIFORM G/L ACCOUNT	APBNK	6/27/2024	R	5/16/2024	3,667.54 3,667.54	3,667.54CR	
	101	42110-29-217.00	CLOTHING ALLOWANCE - POLICE				3,667.54	THIEL UNIFORM	
I	I1703004	CSO LECHER UNIFORM G/L ACCOUNT	APBNK	6/27/2024	R	6/05/2024	540.93 540.93	540.93CR	
	101	42110-01-217.00	CLOTHING ALLOWANCE - POLICE				540.93	CSO LECHER UNIFORM	
I	I1703047	CSO LECHER UNIFORM G/L ACCOUNT	APBNK	6/27/2024	R	6/06/2024	23.98 23.98	23.98CR	
	101	42110-01-217.00	CLOTHING ALLOWANCE - POLICE				23.98	CSO LECHER UNIFORM	
			REG. CHECK			1	6,949.10 6,949.10	6,949.10CR 0.00	0.00

01-006088 TEKTON CONSTRUCTION									
I	2024-0363	ROSEMOUNT PD/PW PROJECT G/L ACCOUNT	APBNK	6/27/2024	R	5/31/2024	104,361.30 104,361.30	104,361.30CR	
	421	48000-01-521.00	BUILDING & STRUCTURE PURCHASES				104,361.30	ROSEMOUNT PD/PW PROJECT	
			REG. CHECK			1	104,361.30 104,361.30	104,361.30CR 0.00	0.00

01-006049 THELEN HEATING & ROOFING IN									
I	2024-0364	ROSEMOUNT PD/PW PROJECT G/L ACCOUNT	APBNK	6/27/2024	R	5/31/2024	449,030.14 449,030.14	449,030.14CR	
	421	48000-01-521.00	BUILDING & STRUCTURE PURCHASES				449,030.14	ROSEMOUNT PD/PW PROJECT	
			REG. CHECK			1	449,030.14 449,030.14	449,030.14CR 0.00	0.00

01-000549 TKDA ASSOCIATES									
I	002024003008	2024 STREET IMPROV PROJECT G/L ACCOUNT	APBNK	6/27/2024	R	6/06/2024	4,091.15 4,091.15	4,091.15CR	
	492	48000-01-303.00	ENGINEERING FEES				4,091.15	2024 STREET IMPROV PROJECT	

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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		4,091.15	4,091.15CR	0.00
								4,091.15	0.00	
01-005876 TOTAL EXCAVATING LLC										
I	2024-0365	DRIVER AVE TRUNK SEWER EXT	APBNK	6/27/2024	R	6/17/2024		407,929.03	407,929.03CR	
		G/L ACCOUNT		CK: 155918				407,929.03		
		628 48000-01-530.00	IMPROVEMENTS OTHER THAN BLDGS				407,929.03	DRIVER AVE TRUNK SEWER EXT		
				REG. CHECK		1		407,929.03	407,929.03CR	0.00
								407,929.03	0.00	
01-006075 TWIN CITY HARDWARE										
I	2024-0366	ROSEMOUNT PD/PW PROJECT	APBNK	6/27/2024	R	5/31/2024		145,045.37	145,045.37CR	
		G/L ACCOUNT		CK: 155919				145,045.37		
		421 48000-01-521.00	BUILDING & STRUCTURE PURCHASES				145,045.37	ROSEMOUNT PD/PW PROJECT		
				REG. CHECK		1		145,045.37	145,045.37CR	0.00
								145,045.37	0.00	
01-202315 TWIN CITY HARDWARE										
I	PSI2269488	LABOR - LOCK REPAIRS	APBNK	6/27/2024	R	6/07/2024		300.00	300.00CR	
		G/L ACCOUNT		CK: 155920				300.00		
		101 45100-01-401.00	CONTRACTED BUILDING REPAIRS				300.00	LABOR - LOCK REPAIRS		
I	PSI2270675	LOCK REPAIR-JAYCEE PARK	APBNK	6/27/2024	R	6/14/2024		285.00	285.00CR	
		G/L ACCOUNT		CK: 155920				285.00		
		101 41940-01-401.00	CONTRACTED BUILDING REPAIRS				285.00	LOCK REPAIR-JAYCEE PARK		
				REG. CHECK		1		585.00	585.00CR	0.00
								585.00	0.00	
01-006030 UNITED GLASS INC										
I	2024-0367	ROSEMOUNT PD/PW PROJECT	APBNK	6/27/2024	R	5/31/2024		74,834.35	74,834.35CR	
		G/L ACCOUNT		CK: 155921				74,834.35		
		421 48000-01-521.00	BUILDING & STRUCTURE PURCHASES				74,834.35	ROSEMOUNT PD/PW PROJECT		
				REG. CHECK		1		74,834.35	74,834.35CR	0.00
								74,834.35	0.00	

VENDOR SEQUENCE

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

01-001337 US BANK									
C	202406240821	CREDIT FOR TAX G/L ACCOUNT 101 42210-01-211.00	APBNK	6/07/2024	D	5/09/2024	30.61CR 30.61CR 30.61CR	30.61	
		CLEANING SUPPLIES					CREDIT FOR TAX		
C	202406240873	REFUND FOR DAMAGED ITEM G/L ACCOUNT 101 45100-01-219.00	APBNK	6/07/2024	D	5/10/2024	64.99CR 64.99CR 64.99CR	64.99	
		OTHER OPERATING SUPPLIES					REFUND FOR DAMAGED ITEM		
I	202406200776	ITEMS FOR PUBLIC SERVICE LU G/L ACCOUNT 101 41110-01-315.00	APBNK	6/07/2024	D	5/06/2024	91.63 91.63 91.63	91.63CR	
		SPECIAL PROGRAMS					ITEMS FOR PUBLIC SERVICE LUNCH		
I	202406200777	POP FOR PUBLIC SERVICE LUNC G/L ACCOUNT 101 41110-01-315.00	APBNK	6/07/2024	D	5/06/2024	12.98 12.98 12.98	12.98CR	
		SPECIAL PROGRAMS					POP FOR PUBLIC SERVICE LUNCH		
I	202406200778	FOOD FOR PUBLIC SERVICE LUN G/L ACCOUNT 101 41110-01-315.00	APBNK	6/07/2024	D	5/07/2024	387.87 387.87 387.87	387.87CR	
		SPECIAL PROGRAMS					FOOD FOR PUBLIC SERVICE LUNCH		
I	202406200779	Dymo Labels G/L ACCOUNT 101 41810-01-209.00	APBNK	6/07/2024	D	5/17/2024	20.69 20.69 20.69	20.69CR	
		OTHER OFFICE SUPPLIES					Dymo Labels		
I	202406200780	MEMBERSHIP RENEWAL 5/24-4/2 G/L ACCOUNT 101 41320-01-433.00	APBNK	6/07/2024	D	4/30/2024	150.00 150.00 150.00	150.00CR	
		DUES & SUBSCRIPTIONS					MEMBERSHIP RENEWAL 5/24-4/25		
I	202406200781	MARTIN CHAMBER MEETING G/L ACCOUNT 101 41320-01-437.00	APBNK	6/07/2024	D	5/13/2024	18.00 18.00 18.00	18.00CR	
		CONFERENCES & SEMINARS					MARTIN CHAMBER MEETING		
I	202406200782	ENGRAVE CITY AWARD G/L ACCOUNT 101 41110-01-598.00	APBNK	6/07/2024	D	5/14/2024	20.00 20.00 20.00	20.00CR	
		COUNCIL DESIGNATED					ENGRAVE CITY AWARD		
I	202406200783	Sweets for Appreciation Eve G/L ACCOUNT 101 41110-01-598.00	APBNK	6/07/2024	D	4/25/2024	121.96 121.96 121.96	121.96CR	
		COUNCIL DESIGNATED					Sweets for Appreciation Event		
I	202406200784	Hotel for Clerk Inst. Year G/L ACCOUNT 101 41320-01-437.00	APBNK	6/07/2024	D	5/10/2024	613.85 613.85 613.85	613.85CR	
		CONFERENCES & SEMINARS					Hotel for Clerk Inst. Year One		
I	202406200785	Nat'l Choc Chip Day G/L ACCOUNT 101 41130-01-315.00	APBNK	6/07/2024	D	5/13/2024	36.04 36.04 36.04	36.04CR	
		SPECIAL PROGRAMS					Nat'l Choc Chip Day		

PACKET: 07047 06/27/2024 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 202406200786		Nat'l Choc Chip Day	APBNK	6/07/2024	D	5/13/2024		30.52	30.52CR	
		G/L ACCOUNT		CK: 001943				30.52		
	101	41130-01-315.00 SPECIAL PROGRAMS					30.52	Nat'l Choc Chip Day		
I 202406200787		X5 SURFACE PRO CHARGERS PER	APBNK	6/07/2024	D	5/08/2024		83.65	83.65CR	
		G/L ACCOUNT		CK: 001943				83.65		
	101	41320-01-392.00 P.C. ACCESSORIES & SUPPLIES					83.65	X5 SURFACE PRO CHARGERS PER IT		
I 202406200788		CODE ENFORCEMENT PHONE CASE	APBNK	6/07/2024	D	5/16/2024		17.29	17.29CR	
		G/L ACCOUNT		CK: 001943				17.29		
	101	42230-01-392.00 P.C. ACCESSORIES & SUPPLIES					17.29	CODE ENFORCEMENT PHONE CASE		
I 202406200789		MENTAL HEALTH TRAINING FOR	APBNK	6/07/2024	D	5/01/2024		89.00	89.00CR	
		G/L ACCOUNT		CK: 001943				89.00		
	101	42110-01-437.00 CONFERENCES & SEMINARS					89.00	MENTAL HEALTH TRAINING FOR 22		
I 202406200790		TRAINING FOR 3555	APBNK	6/07/2024	D	5/20/2024		300.00	300.00CR	
		G/L ACCOUNT		CK: 001943				300.00		
	101	42110-01-437.00 CONFERENCES & SEMINARS					300.00	TRAINING FOR 3555		
I 202406200791		SNACKS FOR HOMICIDE INV TEA	APBNK	6/07/2024	D	5/24/2024		19.55	19.55CR	
		G/L ACCOUNT		CK: 001943				19.55		
	101	42110-01-439.00 OTHER MISCELLANEOUS CHARGES					19.55	SNACKS FOR HOMICIDE INV TEAM		
I 202406200792		SNACKS FOR HOMICIDE INVESTI	APBNK	6/07/2024	D	5/24/2024		17.83	17.83CR	
		G/L ACCOUNT		CK: 001943				17.83		
	101	42110-01-439.00 OTHER MISCELLANEOUS CHARGES					17.83	SNACKS FOR HOMICIDE INVESTIGAT		
I 202406200793		Culligan - 6 month service	APBNK	6/07/2024	D	5/08/2024		410.26	410.26CR	
		G/L ACCOUNT		CK: 001943				410.26		
	101	42110-01-580.00 OTHER EQUIPMENT PURCHASES					410.26	Culligan - 6 month service		
I 202406200794		BCA TRAINING HOTALING	APBNK	6/07/2024	D	4/29/2024		300.00	300.00CR	
		G/L ACCOUNT		CK: 001943				300.00		
	101	42110-01-437.00 CONFERENCES & SEMINARS					300.00	BCA TRAINING HOTALING		
I 202406200795		RECRUIT AND COM ENG SWAG	APBNK	6/07/2024	D	5/15/2024		1,591.13	1,591.13CR	
		G/L ACCOUNT		CK: 001943				1,591.13		
	101	42110-01-435.00 COMMUNITY ENGAGEMENT SUPPLIES					1,591.13	RECRUIT AND COM ENG SWAG		
I 202406200796		RECRUIT AND COMM ENG SWAG	APBNK	6/07/2024	D	5/16/2024		481.03	481.03CR	
		G/L ACCOUNT		CK: 001943				481.03		
	101	42110-01-435.00 COMMUNITY ENGAGEMENT SUPPLIES					481.03	RECRUIT AND COMM ENG SWAG		
I 202406200797		MAIL PACKAGE	APBNK	6/07/2024	D	5/21/2024		6.50	6.50CR	
		G/L ACCOUNT		CK: 001943				6.50		
	101	42110-01-322.00 POSTAGE					6.50	MAIL PACKAGE		

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 202406200798		BATTERIES	APBNK	6/07/2024	D	5/23/2024		9.72	9.72CR	
		G/L ACCOUNT		CK: 001943				9.72		
	101 41810-01-209.00	OTHER OFFICE SUPPLIES						9.72	BATTERIES	
I 202406240799		Late fee from April Invoice	APBNK	6/07/2024	D	5/10/2024		2.17	2.17CR	
		G/L ACCOUNT		CK: 001943				2.17		
	101 42110-01-333.00	FREIGHT & EXPRESS EXPENSES						2.17	Late fee from April Invoice	
I 202406240800		Renewal of Officer Licenses	APBNK	6/07/2024	D	5/15/2024		720.00	720.00CR	
		G/L ACCOUNT		CK: 001943				720.00		
	101 42110-01-433.00	DUES & SUBSCRIPTIONS						720.00	Renewal of Officer Licenses	
I 202406240801		Karin Registration	APBNK	6/07/2024	D	5/20/2024		300.00	300.00CR	
		G/L ACCOUNT		CK: 001943				300.00		
	101 42110-01-437.00	CONFERENCES & SEMINARS						300.00	Karin Registration	
I 202406240802		NEW TASER BATTERY FOR 3544	APBNK	6/07/2024	D	5/02/2024		96.00	96.00CR	
		G/L ACCOUNT		CK: 001943				96.00		
	101 42110-01-221.00	EQUIPMENT PARTS						96.00	NEW TASER BATTERY FOR 3544	
I 202406240803		DMT REFRESHER 3546	APBNK	6/07/2024	D	5/10/2024		75.00	75.00CR	
		G/L ACCOUNT		CK: 001943				75.00		
	208 49008-01-437.00	CONFERENCES & SEMINARS						75.00	DMT REFRESHER 3546	
I 202406240804		TRAINING FOR OFFICER GRAFF	APBNK	6/07/2024	D	4/28/2024		399.00	399.00CR	
		G/L ACCOUNT		CK: 001943				399.00		
	101 42110-01-437.00	CONFERENCES & SEMINARS						399.00	TRAINING FOR OFFICER GRAFF	
I 202406240805		DMT-G RECERTIFICATION FOR 3	APBNK	6/07/2024	D	4/30/2024		75.00	75.00CR	
		G/L ACCOUNT		CK: 001943				75.00		
	208 49008-01-437.00	CONFERENCES & SEMINARS						75.00	DMT-G RECERTIFICATION FOR 3556	
I 202406240806		TWO TRAINING COURSES FOR 35	APBNK	6/07/2024	D	5/16/2024		600.00	600.00CR	
		G/L ACCOUNT		CK: 001943				600.00		
	101 42110-01-437.00	CONFERENCES & SEMINARS						600.00	TWO TRAINING COURSES FOR 3555	
I 202406240807		OFFICE SUPPLIES	APBNK	6/07/2024	D	5/15/2024		11.99	11.99CR	
		G/L ACCOUNT		CK: 001943				11.99		
	101 41810-01-209.00	OTHER OFFICE SUPPLIES						11.99	OFFICE SUPPLIES	
I 202406240808		OFFICE SUPPLIES	APBNK	6/07/2024	D	5/16/2024		43.49	43.49CR	
		G/L ACCOUNT		CK: 001943				43.49		
	101 41810-01-209.00	OTHER OFFICE SUPPLIES						43.49	OFFICE SUPPLIES	
I 202406240809		BCA User Convention	APBNK	6/07/2024	D	5/20/2024		300.00	300.00CR	
		G/L ACCOUNT		CK: 001943				300.00		
	101 42110-01-437.00	CONFERENCES & SEMINARS						300.00	BCA User Convention	

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 202406240810		OFFICE SUPPLIES	APBNK	6/07/2024	D	5/23/2024		65.99	65.99CR	
		G/L ACCOUNT		CK: 001943				65.99		
	101 41810-01-209.00	OTHER OFFICE SUPPLIES					65.99	OFFICE SUPPLIES		
I 202406240811		OFFICE SUPPLIES	APBNK	6/07/2024	D	5/23/2024		56.49	56.49CR	
		G/L ACCOUNT		CK: 001943				56.49		
	101 41810-01-209.00	OTHER OFFICE SUPPLIES					56.49	OFFICE SUPPLIES		
I 202406240812		2x BCA TRAINING 3555	APBNK	6/07/2024	D	5/16/2024		600.00	600.00CR	
		G/L ACCOUNT		CK: 001943				600.00		
	101 42110-01-437.00	CONFERENCES & SEMINARS					600.00	2x BCA TRAINING 3555		
I 202406240813		SEARCH & SEIZURE TRN 3570	APBNK	6/07/2024	D	5/20/2024		225.00	225.00CR	
		G/L ACCOUNT		CK: 001943				225.00		
	101 42110-01-437.00	CONFERENCES & SEMINARS					225.00	SEARCH & SEIZURE TRN 3570		
I 202406240814		SUPERVISION MAXIMS AND TRUT	APBNK	6/07/2024	D	5/23/2024		300.00	300.00CR	
		G/L ACCOUNT		CK: 001943				300.00		
	101 42110-01-437.00	CONFERENCES & SEMINARS					300.00	SUPERVISION MAXIMS AND TRUTHS		
I 202406240815		POLICE WEEK	APBNK	6/07/2024	D	5/14/2024		302.39	302.39CR	
		G/L ACCOUNT		CK: 001943				302.39		
	101 42110-01-599.00	EMPLOYEE RECOGNITION COSTS					302.39	POLICE WEEK		
I 202406240816		POLICE WEEK	APBNK	6/07/2024	D	5/14/2024		14.97	14.97CR	
		G/L ACCOUNT		CK: 001943				14.97		
	101 42110-01-599.00	EMPLOYEE RECOGNITION COSTS					14.97	POLICE WEEK		
I 202406240817		POLICE WEEK	APBNK	6/07/2024	D	5/14/2024		7.69	7.69CR	
		G/L ACCOUNT		CK: 001943				7.69		
	101 42110-01-599.00	EMPLOYEE RECOGNITION COSTS					7.69	POLICE WEEK		
I 202406240818		TACTICAL PANTS TRAINING	APBNK	6/07/2024	D	5/15/2024		79.91	79.91CR	
		G/L ACCOUNT		CK: 001943				79.91		
	101 42110-01-217.00	CLOTHING ALLOWANCE - POLICE					79.91	TACTICAL PANTS TRAINING		
I 202406240819		PRICE DIFF. ECOLAB DETERGEN	APBNK	6/07/2024	D	5/02/2024		145.03	145.03CR	
		G/L ACCOUNT		CK: 001943				145.03		
	101 42210-01-211.00	CLEANING SUPPLIES					145.03	PRICE DIFF. ECOLAB DETERGENT		
I 202406240820		ECOLAB LAUNDRY DETERGENT 5	APBNK	6/07/2024	D	5/07/2024		449.87	449.87CR	
		G/L ACCOUNT		CK: 001943				449.87		
	101 42210-01-211.00	CLEANING SUPPLIES					449.87	ECOLAB LAUNDRY DETERGENT 5 GAL		
I 202406240822		REPLACEMENT CORDLESS BATTER	APBNK	6/07/2024	D	5/27/2024		38.89	38.89CR	
		G/L ACCOUNT		CK: 001943				38.89		
	101 42210-01-241.00	SMALL TOOLS					38.89	REPLACEMENT CORDLESS BATTERIES		

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 202406240823		MILWAUKEE HOLE SAW KIT	APBNK	6/07/2024	D	4/26/2024		97.00	97.00CR	
		G/L ACCOUNT		CK: 001943				97.00		
	101 45202-01-241.00	SMALL TOOLS					97.00	MILWAUKEE HOLE SAW KIT		
I 202406240824		HOME PLATES - 4	APBNK	6/07/2024	D	4/30/2024		399.80	399.80CR	
		G/L ACCOUNT		CK: 001943				399.80		
	101 45202-01-221.00	EQUIPMENT PARTS					399.80	HOME PLATES - 4		
I 202406240825		CRIMPER SET	APBNK	6/07/2024	D	5/14/2024		68.68	68.68CR	
		G/L ACCOUNT		CK: 001943				68.68		
	101 45202-01-241.00	SMALL TOOLS					68.68	CRIMPER SET		
I 202406240826		BASEBALL PLUGS	APBNK	6/07/2024	D	5/20/2024		264.84	264.84CR	
		G/L ACCOUNT		CK: 001943				264.84		
	101 45202-01-221.00	EQUIPMENT PARTS					264.84	BASEBALL PLUGS		
I 202406240827		workpro 13" tool bag	APBNK	6/07/2024	D	5/05/2024		20.99	20.99CR	
		G/L ACCOUNT		CK: 001943				20.99		
	601 49400-01-216.00	CHEMICALS & CHEMICAL PRODUCTS					20.99	workpro 13" tool bag		
I 202406240828		deionized water,	APBNK	6/07/2024	D	5/07/2024		15.99	15.99CR	
		G/L ACCOUNT		CK: 001943				15.99		
	601 49400-01-216.00	CHEMICALS & CHEMICAL PRODUCTS					15.99	deionized water,		
I 202406240829		advanced deposit on room	APBNK	6/07/2024	D	5/06/2024		404.32	404.32CR	
		G/L ACCOUNT		CK: 001943				404.32		
	601 49400-01-437.00	CONFERENCES & SEMINARS					404.32	advanced deposit on room		
I 202406240830		3 TRAY PAPER ORGANIZER	APBNK	6/07/2024	D	5/22/2024		16.76	16.76CR	
		G/L ACCOUNT		CK: 001943				16.76		
	101 43121-01-209.00	OTHER OFFICE SUPPLIES					16.76	3 TRAY PAPER ORGANIZER		
I 202406240831		TABLE COVERS FOR PW EVENTS	APBNK	6/07/2024	D	5/06/2024		18.18	18.18CR	
		G/L ACCOUNT		CK: 001943				18.18		
	101 45202-01-439.00	OTHER MISCELLANEOUS CHARGES					18.18	TABLE COVERS FOR PW EVENTS		
I 202406240832		pump for kubota sprayer	APBNK	6/07/2024	D	5/08/2024		173.39	173.39CR	
		G/L ACCOUNT		CK: 001943				173.39		
	101 43100-01-221.00	EQUIPMENT PARTS					173.39	pump for kubota sprayer		
I 202406240833		Toilet repair kit	APBNK	6/07/2024	D	4/25/2024		52.69	52.69CR	
		G/L ACCOUNT		CK: 001943				52.69		
	101 41940-01-223.00	BUILDING REPAIR SUPPLIES					52.69	Toilet repair kit		
I 202406240834		Hose for flowers	APBNK	6/07/2024	D	4/30/2024		89.60	89.60CR	
		G/L ACCOUNT		CK: 001943				89.60		
	101 43121-01-225.00	LANDSCAPING MATERIALS					89.60	Hose for flowers		

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 202406240835		hose for flowers	APBNK	6/07/2024	D	4/30/2024		181.68	181.68CR	
		G/L ACCOUNT		CK: 001943				181.68		
	101 43121-01-225.00	LANDSCAPING MATERIALS					181.68	hose for flowers		
I 202406240836		Building repair supplies	APBNK	6/07/2024	D	5/03/2024		78.82	78.82CR	
		G/L ACCOUNT		CK: 001943				78.82		
	101 41940-01-223.00	BUILDING REPAIR SUPPLIES					78.82	Building repair supplies		
I 202406240837		pop machine repair city hal	APBNK	6/07/2024	D	5/09/2024		81.10	81.10CR	
		G/L ACCOUNT		CK: 001943				81.10		
	101 41810-01-260.00	FOOD FOR RESALE					81.10	pop machine repair city hall		
I 202406240838		NAT'L PW WEEK POSTERS 2024	APBNK	6/07/2024	D	4/25/2024		81.00	81.00CR	
		G/L ACCOUNT		CK: 001943				81.00		
	101 43121-01-437.00	CONFERENCES & SEMINARS					81.00	NAT'L PW WEEK POSTERS 2024		
I 202406240839		Lodging - APWA Spring Conf.	APBNK	6/07/2024	D	5/10/2024		222.66	222.66CR	
		G/L ACCOUNT		CK: 001943				222.66		
	101 43121-01-437.00	CONFERENCES & SEMINARS					222.66	Lodging - APWA Spring Conf.		
I 202406240840		RENEWAL OF PROF. ENG. LICEN	APBNK	6/07/2024	D	5/13/2024		122.50	122.50CR	
		G/L ACCOUNT		CK: 001943				122.50		
	101 43121-01-433.00	DUES & SUBSCRIPTIONS					122.50	RENEWAL OF PROF. ENG. LICENSE		
I 202406240841		EGGER REG. APWA PWX 2024 -	APBNK	6/07/2024	D	5/20/2024		858.00	858.00CR	
		G/L ACCOUNT		CK: 001943				858.00		
	101 43121-01-437.00	CONFERENCES & SEMINARS					858.00	EGGER REG. APWA PWX 2024 - ATL		
I 202406240842		2024 SPRING WORKSHOP - 1/2	APBNK	6/07/2024	D	5/07/2024		125.00	125.00CR	
		G/L ACCOUNT		CK: 001943				125.00		
	601 49400-01-437.00	CONFERENCES & SEMINARS					25.00	2024 SPRING WORKSHOP - 1/2 DAY		
	602 49450-01-437.00	CONFERENCES & SEMINARS					25.00	2024 SPRING WORKSHOP - 1/2 DAY		
	603 49500-01-437.00	CONFERENCES & SEMINARS					25.00	2024 SPRING WORKSHOP - 1/2 DAY		
	101 43121-01-437.00	CONFERENCES & SEMINARS					25.00	2024 SPRING WORKSHOP - 1/2 DAY		
	101 45202-01-437.00	CONFERENCES & SEMINARS					25.00	2024 SPRING WORKSHOP - 1/2 DAY		
I 202406240843		LABELS & DRY ERASE CLEANER	APBNK	6/07/2024	D	5/06/2024		45.97	45.97CR	
		G/L ACCOUNT		CK: 001943				45.97		
	101 41810-01-209.00	OTHER OFFICE SUPPLIES					25.98	LABELS & DRY ERASE CLEANER		
	601 49400-01-229.00	OTHER MAINTENANCE SUPPLIES					19.99	LABELS & DRY ERASE CLEANER		
I 202406240844		SNACKS FOR LCW DESIGN WORKS	APBNK	6/07/2024	D	5/13/2024		38.68	38.68CR	
		G/L ACCOUNT		CK: 001943				38.68		
	603 49500-01-315.00	SPECIAL PROGRAMS					38.68	SNACKS FOR LCW DESIGN WORKSHOP		
I 202406240845		2024 SEAL COAT POSTCARDS	APBNK	6/07/2024	D	5/20/2024		36.00	36.00CR	
		G/L ACCOUNT		CK: 001943				36.00		
	101 41940-01-208.00	MISCELLANEOUS SUPPLIES					36.00	2024 SEAL COAT POSTCARDS		

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 202406240846		POSTCARDS FOR SEAL COAT 202	APBNK	6/07/2024	D	5/23/2024		30.36	30.36CR	
		G/L ACCOUNT		CK: 001943				30.36		
	101 41940-01-208.00	MISCELLANEOUS SUPPLIES					30.36	POSTCARDS FOR SEAL COAT 2024		
I 202406240847		PAINT'G SUPPLIES FOR ICE AR	APBNK	6/07/2024	D	5/08/2024		30.93	30.93CR	
		G/L ACCOUNT		CK: 001943				30.93		
	650 45130-01-223.00	BUILDING REPAIR SUPPLIES					30.93	PAINT'G SUPPLIES FOR ICE ARENA		
I 202406240848		BUNGEE CORDS	APBNK	6/07/2024	D	5/14/2024		18.99	18.99CR	
		G/L ACCOUNT		CK: 001943				18.99		
	650 45130-01-221.00	EQUIPMENT PARTS					18.99	BUNGEE CORDS		
I 202406240849		PREEN WEED CONTROL	APBNK	6/07/2024	D	5/24/2024		41.97	41.97CR	
		G/L ACCOUNT		CK: 001943				41.97		
	101 45100-01-221.00	EQUIPMENT PARTS					41.97	PREEN WEED CONTROL		
I 202406240850		WALL MOUNT SHELTERS, DOOR S	APBNK	6/07/2024	D	5/25/2024		74.85	74.85CR	
		G/L ACCOUNT		CK: 001943				74.85		
	101 45100-01-221.00	EQUIPMENT PARTS					74.85	WALL MOUNT SHELTERS, DOOR STOP		
I 202406240851		HOTEL - MASS CONFERENCE	APBNK	6/07/2024	D	5/01/2024		239.52	239.52CR	
		G/L ACCOUNT		CK: 001943				239.52		
	101 45100-01-437.00	CONFERENCES & SEMINARS					239.52	HOTEL - MASS CONFERENCE		
I 202406240852		RAS - PLANT FOR NANCY	APBNK	6/07/2024	D	5/06/2024		75.66	75.66CR	
		G/L ACCOUNT		CK: 001943				75.66		
	205 49005-01-439.00	OTHER MISCELLANEOUS CHARGES					75.66	RAS - PLANT FOR NANCY		
I 202406240853		RAS - CAKE FOR NANCY	APBNK	6/07/2024	D	5/07/2024		13.99	13.99CR	
		G/L ACCOUNT		CK: 001943				13.99		
	205 49005-01-439.00	OTHER MISCELLANEOUS CHARGES					13.99	RAS - CAKE FOR NANCY		
I 202406240854		RAS - CUPCAKES FOR LUNCHEON	APBNK	6/07/2024	D	5/07/2024		73.44	73.44CR	
		G/L ACCOUNT		CK: 001943				73.44		
	205 49005-01-439.00	OTHER MISCELLANEOUS CHARGES					73.44	RAS - CUPCAKES FOR LUNCHEON		
I 202406240855		MONTHLY SENIOR LUNCHEON	APBNK	6/07/2024	D	5/07/2024		1,558.46	1,558.46CR	
		G/L ACCOUNT		CK: 001943				1,558.46		
	101 45100-87-219.00	OTHER OPERATING SUPPLIES					1,558.46	MONTHLY SENIOR LUNCHEON		
I 202406240856		STORAGE BINS FOR SC SUPPLIE	APBNK	6/07/2024	D	5/10/2024		56.99	56.99CR	
		G/L ACCOUNT		CK: 001943				56.99		
	101 45100-30-219.00	OTHER OPERATING SUPPLIES					56.99	STORAGE BINS FOR SC SUPPLIES		
I 202406240857		RAS LUNCHEON DECOR	APBNK	6/07/2024	D	5/16/2024		61.48	61.48CR	
		G/L ACCOUNT		CK: 001943				61.48		
	205 49005-01-439.00	OTHER MISCELLANEOUS CHARGES					61.48	RAS LUNCHEON DECOR		

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 202406240858		SENIOR CRAFT SUPPLIES	APBNK	6/07/2024	D	5/16/2024		32.22	32.22CR	
		G/L ACCOUNT		CK: 001943				32.22		
	101 45100-87-219.00	OTHER OPERATING SUPPLIES					32.22	SENIOR CRAFT SUPPLIES		
I 202406240859		COFFEE SUPPLIES FOR SC	APBNK	6/07/2024	D	5/19/2024		97.97	97.97CR	
		G/L ACCOUNT		CK: 001943				97.97		
	101 45100-30-219.00	OTHER OPERATING SUPPLIES					97.97	COFFEE SUPPLIES FOR SC		
I 202406240860		Hotel stay for MASS Confere	APBNK	6/07/2024	D	5/01/2024		239.52	239.52CR	
		G/L ACCOUNT		CK: 001943				239.52		
	101 45100-01-437.00	CONFERENCES & SEMINARS					239.52	Hotel stay for MASS Conference		
I 202406240861		Employee Luncheon	APBNK	6/07/2024	D	5/06/2024		26.72	26.72CR	
		G/L ACCOUNT		CK: 001943				26.72		
	101 41130-01-315.00	SPECIAL PROGRAMS					26.72	Employee Luncheon		
I 202406240862		Clean Up Day food	APBNK	6/07/2024	D	5/18/2024		43.96	43.96CR	
		G/L ACCOUNT		CK: 001943				43.96		
	101 41940-01-530.00	IMPROVEMENTS OTHER THAN BLDGS					43.96	Clean Up Day food		
I 202406240863		Snacks for helpers	APBNK	6/07/2024	D	5/18/2024		238.31	238.31CR	
		G/L ACCOUNT		CK: 001943				238.31		
	101 41940-01-384.00	REFUSE DISPOSAL					238.31	Snacks for helpers		
I 202406240864		Bike lock and bell for Safe	APBNK	6/07/2024	D	5/06/2024		274.04	274.04CR	
		G/L ACCOUNT		CK: 001943				274.04		
	101 45100-91-219.00	OTHER OPERATING SUPPLIES					274.04	Bike lock and bell for Safety		
I 202406240865		Fog horn, summer programs	APBNK	6/07/2024	D	5/06/2024		19.00	19.00CR	
		G/L ACCOUNT		CK: 001943				19.00		
	101 45100-01-219.00	OTHER OPERATING SUPPLIES					19.00	Fog horn, summer programs		
I 202406240866		Summer wristbands & crafts	APBNK	6/07/2024	D	5/08/2024		216.64	216.64CR	
		G/L ACCOUNT		CK: 001943				216.64		
	101 45100-01-219.00	OTHER OPERATING SUPPLIES					216.64	Summer wristbands & crafts		
I 202406240867		Summr art/craft supplies	APBNK	6/07/2024	D	5/08/2024		471.72	471.72CR	
		G/L ACCOUNT		CK: 001943				471.72		
	101 45100-01-219.00	OTHER OPERATING SUPPLIES					471.72	Summr art/craft supplies		
I 202406240868		SAFETY CAMP	APBNK	6/07/2024	D	5/08/2024		74.70	74.70CR	
		G/L ACCOUNT		CK: 001943				74.70		
	101 45100-91-219.00	OTHER OPERATING SUPPLIES					74.70	SAFETY CAMP		
I 202406240869		Safety Camp & Summer Suppli	APBNK	6/07/2024	D	5/18/2024		438.70	438.70CR	
		G/L ACCOUNT		CK: 001943				438.70		
	101 45100-01-219.00	OTHER OPERATING SUPPLIES					438.70	Safety Camp & Summer Supplies		

PACKET: 07047 06/27/2024 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 202406240870		LEPRECHAUN DAYS PRIZES	APBNK	6/07/2024	D	5/08/2024		96.68	96.68CR	
		G/L ACCOUNT		CK: 001943				96.68		
	101	45100-01-315.00 SPECIAL PROGRAMS					96.68	LEPRECHAUN DAYS PRIZES		
I 202406240871		STAFF BADGE HOLDERS	APBNK	6/07/2024	D	5/09/2024		17.40	17.40CR	
		G/L ACCOUNT		CK: 001943				17.40		
	101	45100-01-219.00 OTHER OPERATING SUPPLIES					17.40	STAFF BADGE HOLDERS		
I 202406240872		FISHING DERBY PRIZES	APBNK	6/07/2024	D	5/09/2024		143.38	143.38CR	
		G/L ACCOUNT		CK: 001943				143.38		
	205	49005-01-439.00 OTHER MISCELLANEOUS CHARGES					143.38	FISHING DERBY PRIZES		
I 202406240874		TOTE BAGS SAFETY CAMP	APBNK	6/07/2024	D	5/11/2024		50.79	50.79CR	
		G/L ACCOUNT		CK: 001943				50.79		
	101	45100-91-219.00 OTHER OPERATING SUPPLIES					50.79	TOTE BAGS SAFETY CAMP		
I 202406240875		MARKERS SUMMER PROGRAMS	APBNK	6/07/2024	D	5/12/2024		77.71	77.71CR	
		G/L ACCOUNT		CK: 001943				77.71		
	101	45100-01-219.00 OTHER OPERATING SUPPLIES					77.71	MARKERS SUMMER PROGRAMS		
I 202406240876		SUMMER SUPPLIES	APBNK	6/07/2024	D	5/12/2024		156.01	156.01CR	
		G/L ACCOUNT		CK: 001943				156.01		
	101	45100-01-219.00 OTHER OPERATING SUPPLIES					156.01	SUMMER SUPPLIES		
I 202406240877		FISHING DERBY PRIZES	APBNK	6/07/2024	D	5/14/2024		17.94	17.94CR	
		G/L ACCOUNT		CK: 001943				17.94		
	101	45100-01-219.00 OTHER OPERATING SUPPLIES					17.94	FISHING DERBY PRIZES		
I 202406240878		STAPLES FR STAPLE GUN	APBNK	6/07/2024	D	5/15/2024		28.50	28.50CR	
		G/L ACCOUNT		CK: 001943				28.50		
	101	45100-01-219.00 OTHER OPERATING SUPPLIES					28.50	STAPLES FR STAPLE GUN		
I 202406240879		FIRST AID BOXES	APBNK	6/07/2024	D	5/17/2024		41.82	41.82CR	
		G/L ACCOUNT		CK: 001943				41.82		
	101	45100-01-219.00 OTHER OPERATING SUPPLIES					41.82	FIRST AID BOXES		
I 202406240880		SUN SCREEN and BUG SPRAY	APBNK	6/07/2024	D	5/18/2024		91.59	91.59CR	
		G/L ACCOUNT		CK: 001943				91.59		
	101	45100-01-219.00 OTHER OPERATING SUPPLIES					91.59	SUN SCREEN and BUG SPRAY		
I 202406240881		FIRST AID SUPPLIES	APBNK	6/07/2024	D	5/19/2024		180.19	180.19CR	
		G/L ACCOUNT		CK: 001943				180.19		
	101	45100-01-219.00 OTHER OPERATING SUPPLIES					180.19	FIRST AID SUPPLIES		
I 202406240882		WATERPARK CAMP 1 ADMISSIONS	APBNK	6/07/2024	D	5/20/2024		1,827.53	1,827.53CR	
		G/L ACCOUNT		CK: 001943				1,827.53		
	101	45100-91-219.00 OTHER OPERATING SUPPLIES					1,827.53	WATERPARK CAMP 1 ADMISSIONS		

VENDOR SEQUENCE										
VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 202406240883		SUMMER PROGRAM SUPPLIES	APBNK	6/07/2024	D	5/21/2024		24.69	24.69CR	
		G/L ACCOUNT		CK: 001943				24.69		
	101 45100-01-219.00	OTHER OPERATING SUPPLIES					24.69	SUMMER PROGRAM SUPPLIES		
I 202406240884		SUMMER SUPPLIES	APBNK	6/07/2024	D	5/27/2024		37.60	37.60CR	
		G/L ACCOUNT		CK: 001943				37.60		
	101 45100-01-219.00	OTHER OPERATING SUPPLIES					37.60	SUMMER SUPPLIES		
I 202406240885		AVERY NAME BADGE INSERTS (2	APBNK	6/07/2024	D	5/01/2024		26.98	26.98CR	
		G/L ACCOUNT		CK: 001943				26.98		
	101 41810-01-209.00	OTHER OFFICE SUPPLIES					26.98	AVERY NAME BADGE INSERTS (2)		
I 202406240886		HP POSTER PAPER (3)	APBNK	6/07/2024	D	5/01/2024		102.16	102.16CR	
		G/L ACCOUNT		CK: 001943				102.16		
	101 41810-01-203.00	PRINTED FORMS & PAPER					102.16	HP POSTER PAPER (3)		
I 202406240887		AVERY POSTCARDS (4)	APBNK	6/07/2024	D	5/01/2024		87.96	87.96CR	
		G/L ACCOUNT		CK: 001943				87.96		
	101 41810-01-209.00	OTHER OFFICE SUPPLIES					87.96	AVERY POSTCARDS (4)		
I 202406240888		AVERY POSTCARDS/LABELS	APBNK	6/07/2024	D	5/01/2024		35.46	35.46CR	
		G/L ACCOUNT		CK: 001943				35.46		
	101 41810-01-209.00	OTHER OFFICE SUPPLIES					35.46	AVERY POSTCARDS/LABELS		
I 202406240889		2 MASTER COMBO LOCKS	APBNK	6/07/2024	D	5/03/2024		30.99	30.99CR	
		G/L ACCOUNT		CK: 001943				30.99		
	101 45100-01-315.00	SPECIAL PROGRAMS					30.99	2 MASTER COMBO LOCKS		
I 202406240890		VELCRO	APBNK	6/07/2024	D	5/02/2024		38.48	38.48CR	
		G/L ACCOUNT		CK: 001943				38.48		
	101 41810-01-209.00	OTHER OFFICE SUPPLIES					38.48	VELCRO		
I 202406240891		THERMO PROS, PENS	APBNK	6/07/2024	D	5/03/2024		61.60	61.60CR	
		G/L ACCOUNT		CK: 001943				61.60		
	101 41810-01-209.00	OTHER OFFICE SUPPLIES					61.60	THERMO PROS, PENS		
I 202406240892		COMPOSTABEL PLATES/UTENSILS	APBNK	6/07/2024	D	5/06/2024		35.94	35.94CR	
		G/L ACCOUNT		CK: 001943				35.94		
	101 41110-01-315.00	SPECIAL PROGRAMS					35.94	COMPOSTABEL PLATES/UTENSILS		
I 202406240893		KEY TAGS WITH RINGS.	APBNK	6/07/2024	D	5/14/2024		12.85	12.85CR	
		G/L ACCOUNT		CK: 001943				12.85		
	101 41810-01-209.00	OTHER OFFICE SUPPLIES					12.85	KEY TAGS WITH RINGS.		
I 202406240894		CITY CARD CHARGED IN ERROR	APBNK	6/07/2024	D	5/18/2024		91.20	91.20CR	
		G/L ACCOUNT		CK: 001943				91.20		
	101 11500	ACCOUNTS RECEIVABLE					91.20	CITY CARD CHARGED IN ERROR		

PACKET: 07047 06/27/2024 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 202406240895		MONTHLY SUBSCRIPTION	APBNK	6/07/2024	D	4/28/2024		45.00	45.00CR	
		G/L ACCOUNT		CK: 001943				45.00		
	101 45100-01-433.00	DUES & SUBSCRIPTIONS					45.00	MONTHLY SUBSCRIPTION		
I 202406240896		2 SAFETY VESTS	APBNK	6/07/2024	D	5/06/2024		34.58	34.58CR	
		G/L ACCOUNT		CK: 001943				34.58		
	101 45100-01-219.00	OTHER OPERATING SUPPLIES					34.58	2 SAFETY VESTS		
I 202406250899		COMMUNITY SURVEY MKTG	APBNK	6/07/2024	D	4/30/2024		20.00	20.00CR	
		G/L ACCOUNT		CK: 001943				20.00		
	101 41140-01-315.00	SPECIAL PROGRAMS					20.00	COMMUNITY SURVEY MKTG		
I 202406250900		NARCAN	APBNK	6/07/2024	D	5/03/2024		1,989.96	1,989.96CR	
		G/L ACCOUNT		CK: 001943				1,989.96		
	101 42110-01-242.00	MINOR EQUIPMENT					1,989.96	NARCAN		
I 202406250901		City Card Charged in error	APBNK	6/07/2024	D	5/01/2024		54.05	54.05CR	
		G/L ACCOUNT		CK: 001943				54.05		
	101 11500	ACCOUNTS RECEIVABLE					54.05	City Card Charged in error		
		DRAFTS					1	23,045.61	23,045.61CR	0.00
								23,045.61	0.00	

01-002340 VONBANK LAWN CARE										
I 25562145		JUN'24 SUMMER MAINT SRVS	APBNK	6/27/2024	R	6/09/2024		1,700.00	1,700.00CR	
		G/L ACCOUNT		CK: 155922				1,700.00		
	101 45202-01-409.00	OTHER CONTRACTED REPAIR & MAIN					1,700.00	JUN'24 SUMMER MAINT SRVS		
		REG. CHECK					1	1,700.00	1,700.00CR	0.00
								1,700.00	0.00	

01-002733 WATER CONSERVATION SERVICE										
I 14101		LEAK DETECTION FOR MAIN BRE	APBNK	6/27/2024	R	6/12/2024		402.69	402.69CR	
		G/L ACCOUNT		CK: 155923				402.69		
	601 49400-01-319.00	OTHER PROFESSIONAL SERVICES					402.69	LEAK DETECTION FOR MAIN BREAK		
		REG. CHECK					1	402.69	402.69CR	0.00
								402.69	0.00	

PACKET: 07047 06/27/2024 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

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

01-004606 WILLIAMS SCOTSMAN INC									
I	9021266211	PW PARKS TRAILER RENTAL	APBNK	6/27/2024	R	6/25/2024	975.34	975.34CR	
		G/L ACCOUNT		CK: 155924			975.34		
	101 45202-01-416.00	MACHINERY RENTAL				975.34	PW PARKS TRAILER RENTAL		
				REG. CHECK		1	975.34	975.34CR	0.00
							975.34	0.00	

01-231910 WSB AND ASSOCIATES INC									
I	21066-000-16	2023 ASST CITY ENGINEER SER	APBNK	6/27/2024	R	6/03/2024	6,840.00	6,840.00CR	
		G/L ACCOUNT		CK: 155925			6,840.00		
	101 41810-01-303.00	ENGINEERING FEES				6,840.00	2023 ASST CITY ENGINEER SERV		
I	23997-000-7	TALAMORE 4TH ADDITION	APBNK	6/27/2024	R	6/03/2024	7,147.75	7,147.75CR	
		G/L ACCOUNT		CK: 155925			7,147.75		
	412 48000-01-303.00	ENGINEERING FEES				7,147.75	TALAMORE 4TH ADDITION		
I	25269-000-1	GIS SERVER TECHNICAL SUPPOR	APBNK	6/27/2024	R	6/03/2024	1,581.25	1,581.25CR	
		G/L ACCOUNT		CK: 155925			1,581.25		
	101 43121-01-319.00	OTHER PROFESSIONAL SERVICES				316.25	GIS SERVER TECHNICAL SUPPORT		
	101 45202-01-319.00	OTHER PROFESSIONAL SERVICES				316.25	GIS SERVER TECHNICAL SUPPORT		
	601 49400-01-319.00	OTHER PROFESSIONAL SERVICES				316.25	GIS SERVER TECHNICAL SUPPORT		
	602 49450-01-319.00	OTHER PROFESSIONAL SERVICES				316.25	GIS SERVER TECHNICAL SUPPORT		
	603 49500-01-319.00	OTHER PROFESSIONAL SERVICES				316.25	GIS SERVER TECHNICAL SUPPORT		
				REG. CHECK		1	15,569.00	15,569.00CR	0.00
							15,569.00	0.00	

01-003480 YALE MECHANICAL LLC									
I	256610	HVAC MAINTENANCE-PRV	APBNK	6/27/2024	R	6/13/2024	187.00	187.00CR	
		G/L ACCOUNT		CK: 155926			187.00		
	601 49400-01-319.00	OTHER PROFESSIONAL SERVICES				187.00	HVAC MAINTENANCE-PRV		
I	256617	HVAC MAINTENANCE-WELL HOUSE	APBNK	6/27/2024	R	6/13/2024	347.00	347.00CR	
		G/L ACCOUNT		CK: 155926			347.00		
	601 49400-01-319.00	OTHER PROFESSIONAL SERVICES				347.00	HVAC MAINTENANCE-WELL HOUSE 15		
I	256618	HVAC MAINTENANCE-WELL HOUSE	APBNK	6/27/2024	R	6/13/2024	347.00	347.00CR	
		G/L ACCOUNT		CK: 155926			347.00		
	601 49400-01-319.00	OTHER PROFESSIONAL SERVICES				347.00	HVAC MAINTENANCE-WELL HOUSE 14		
				REG. CHECK		1	881.00	881.00CR	0.00
							881.00	0.00	

===== 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	282,639.43CR
201	PORT AUTHORITY FUND	1,460.38CR
202	BUILDING CIP FUND	7,200.00CR
205	PARK IMPROVEMENT FUND	148,303.42CR
206	INSURANCE FUND	5,200.00CR
207	EQUIPMENT CIP FUND	18,452.94CR
208	DUI FORFEITURE FUND	150.00CR
242	TIF DOWNTOWN-BROCKWAY	1,636.25CR
412	TALAMORE 4TH ADDITION	7,147.75CR
418	CSAH 42/BLAINE WATERMAIN	18,591.71CR
421	PD & PW BUILDINGS PROJECT	2,140,763.42CR
471	RICH VALLEY 1ST ADDITION	57.00CR
474	PROJECT BIGFOOT	108.65CR
483	AKRON AVE SOUTH EXT	807,480.84CR
486	2023 PAVEMENT MANAGEMENT	199.50CR
492	2024 STREET IMPROVEMENT	4,091.15CR
493	ASPEN AVE EXTENSION	1,776.50CR
601	WATER UTILITY FUND	11,424.51CR
602	SEWER UTILITY FUND	1,646.78CR
603	STORM WATER UTILITY FUND	1,592.62CR
608	STREET LIGHT UTILITY FUND	496.23CR
628	DRIVER AVE & TRK SWR EXT	407,929.03CR
650	ARENA FUND	688.10CR
** TOTALS **		3,869,036.21CR

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

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

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00 0.00	0.00 0.00	0.00
DRAFTS	7	27,125.02 27,125.02	27,125.02CR 0.00	0.00
REG-CHECKS	103	3,841,911.19 3,841,911.19	3,841,911.19CR 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	110	3,869,036.21 3,869,036.21	3,869,036.21CR 0.00	0.00

ERRORS: 0

WARNINGS: 0

Jeah Malecho

6/27/2024

**ROSEMOUNT CITY COUNCIL
REGULAR MEETING PROCEEDINGS
JUNE 18, 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, June 18, 2024, at 7:00 PM. in Rosemount Council Chambers, 2875 145th Street West.

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

APPROVAL OF AGENDA

Motion by Weisensel Second by Klimpel

Motion to approve the agenda.

Ayes: 4.

Nays: None. Motion carried.

PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS

a. DARTS 50th Anniversary Proclamation

City Administrator Martin introduced Ann of Dakota County Area Resources for Seniors (DARTS). DARTS is celebrating its 50th anniversary and provided an overview of the services DARTS provides within the community.

City Council members read the proclamation.

b. 2023 Management and Annual Comprehensive Financial Report

Administrative Services Director Malecha introduced Aaron Nielson of MMKR to present the 2023 Annual Comprehensive Financial Report. Based upon their audit, they concluded there was reasonable basis for rendering an unmodified opinion that the City of Rosemount's financial statements for the fiscal year ended December 31, 2023 are fairly presented in conformity with Generally Accepted Accounting Principles.

City Council members thanked staff for following through on the reporting and all the work going into it.

Motion by Weisensel Second by Theisen

Motion to accept the 2023 financial reports and report a note of appreciation to the finance department for continued excellence in financial budgeting

Ayes: 4.

Nays: None. Motion Carried.

RESPONSE TO PUBLIC COMMENT

None.

PUBLIC COMMENT

None.

CONSENT AGENDA

Motion by Theisen Second by Freske

Motion to approve consent agenda with item 6.m. pulled.

Ayes: 4.

Nays: None. Motion Carried.

- a. Bill Listings
 - b. Minutes of the June 4, 2024 Regular Meeting Minutes
 - c. Minutes of the June 4, 2024 Work Session Proceedings
 - d. Performance Measure Program
 - e. Fire Relief Fund Benefit Proposal
 - f. Use of Cannabis In Public Places
 - g. City Council Compensation
 - h. Metronet Reimbursement Agreement
 - i. Approve Utility Access Charge Assessment Agreement
 - j. Criminal Justice Network (CJN) JPA Amendment
 - k. Request by Maplewood Development related to Amber Fields 18th Addition
 - l. Request by Enclave Companies for approval of a rezoning of the subject property from R4 PUD to R3 PUD and a major amendment to the Amber Fields Planned Unit Development to construct 178 townhomes on Lot 1 Block 1, Amber Fields 6th Addition.
 - m. Receive Proposals & Authorize Work - Connemara Trail & Akron Avenue Roundabout
- Mayor Weisensel pulled this item for further discussion. Public Works Director Egger further elaborated on the project, noting the beginning of the process is for designing plans to design a roundabout at Connemara Trail and Akron Avenue. Mr. Egger noted this area is a high priority for Council due to all the development in the area. The traffic study conducted resulted in a roundabout being necessary.

Motion by Klimpel Second by Theisen

Motion to Council is requested to authorize a contract with Kimley-Horn to perform professional services for the design, project management, and construction observation and contract administration for the upcoming Connemara Trail and Akron Avenue Roundabout project.

Ayes: 4.

Nays: None. Motion Carried.

n. Dakota County National Opioid Settlement Joint Powers Agreement

PUBLIC HEARINGS

a. SKB IUP Extension

Community Development Director Kienberger provided an overview of SKB's current Interim Use Permit (IUP) in 2018, with a term of 5 years and an expiration date of October 2023. Well ahead of that October 2023 expiration date, the applicant applied for, and the Council approved a new IUP to include an expansion of the current operation with an expiration through June 2024. SKB is requesting an extension of the current IUP that is expiring this month to allow operations to continue until the new IUP goes into effect. The new IUP with expansion will not take effect until all conditions of that approval are met, namely the issuance of an MPCA permit and approval by Dakota County.

Council member Theisen questioned whether anything would change on the site. Mr. Kienberger noted nothing is changing on the site, and the extension is warranted in order to get the work completed.

Mayor Weisensel opened the public hearing at 7:30 p.m.

Motion by Weisensel

Motion to close the public hearing

Ayes: 4.

Nays: None. Motion carried.

Motion by Theisen Second by Freske

Motion to adopt a resolution approving an extension of the 2018 Interim Use Permit for SKB Environmental until December 31, 2024.

Ayes: 4.

Nays: None. Motion Carried.

UNFINISHED BUSINESS

NEW BUSINESS

a. Receive Bids, Award Contract, Declare Costs to be Assessed, and Set the Assessment Hearing for the Aspen Avenue Extension Project, City Project 2024-02

Public Works Director Egger discussed the current Aspen Avenue Extension Project. This project will construct a new street, municipal water, sanitary sewer, and storm sewer utilities, and pedestrian trail infrastructure between County Road 42 and Connemara Trail. Northern Lines Contracting was the lowest bidder for the project. Currently, the City has three active contracts with Northern Lines which staff's experience with has been concerning due to missed deadlines, communication and responsiveness. Due to Northern Lines' attorney indicating legal action against the City, our City Attorney has advised the City the safest approach at this time is to award the contract to Northern Lines.

Councilmember Klimpel questioned if awarding the contract to the lowest bidder is standard procedure. Mr. Egger noted while awarding to the lowest bidder is standard procedure, staff will be reviewing this method in the future to avoid potential similar issues.

Parks and Recreation Director Schultz shared his experience with Northern Lines Contracting regarding the status of Park and Rec projects and noted there have been several delays and challenges along the way with Northern Lines Contracting.

Councilmember Freske questioned whether there would be an opportunity to require a service level agreement for this project with Northern Lines Contracting? City Attorney, Mary Tietjan, responded that since the city did not require this agreement at the time of the bid request, the city is unable to require a service level agreement after the bidding process has ended.

Councilmember Theisen stated he is reluctant to approve Northern Lines Contracting as they have not been a good partner with our current projects thus far.

Mayor Weisensel requested staff to be more creative with how the city receives bids in the future. Mr. Egger noted going forward staff will explore the best value element as it is important for our residents to get the best service for the businesses that the City is contracting for.

Motion by Weisensel Second by Theisen

Motion to Receive Bids, and Awarding Contract with reservation

Ayes: 4.

Nays: None. Motion Carried.

Mr. Egger stated now the Council is also requested to adopt a second resolution declaring the costs to be assessed, and setting a public hearing to consider the assessments for this project during the Council's regular meeting scheduled for July 16th.

Motion by Freske Second by Klimpel

Motion to Declare Costs to be Assessed and Setting the Assessment Hearing

Ayes: 4.

Nays: None. Motion carried.

b. Receive Bids and Award a Contract for Rosemount Greenway – Flint Hills Segment

Parks and Recreation Director Schultz provided an overview of the Joint Powers Agreement for Dakota County to pay for the construction costs of the new greenway trails being planned at the Flint Hills Athletic Complex. The City is covering the cost of the project design and will be responsible for delivery of the project. The low bid for the project was submitted by Swan Companies in the amount of \$365,570.39.

Council member Freske questioned what the county will pay. Staff confirmed the \$365,570.39 is paid by the county and the City pays the design fees.

Motion by Theisen Second by Klimpel

Motion to approve accepting the bids and awarding the contract to the low bidder, Swan Companies, in the amount \$365,570.39 for the Rosemount Greenway – Flint Hills Segment.

Ayes: 4.

Nays: None. Motion Carried.

c. Life Time Facility – Change Order #7

Parks and Recreation Director Schultz requested changes that will benefit the users of the facility. The main reason for the requested changes is to make improvements to the exercise studios by adding LED lighting around the mirrors that will enhance the user experience. There are additional changes that may come forward in the future.

Council member Klimpel questioned the amount of funds remaining in the contingency account. Mr. Schultz explained conversations with Lifetime have taken place regarding the remaining for contingency and Lifetime understands anything over would require Lifetime to cover those costs.

Motion by Theisen Second by Freske

Motion to approve Change Order #7 for the Life Time Facility as listed in the Executive Summary and in the Attached Documents.

Ayes: 4.

Nays: None. Motion Carried.

ANNOUNCEMENTS

a. City Staff Updates

City Administrator Martin highlighted the public outreach today for any homes built prior to 1985 as the City is conducting a mandatory Lead and Copper Service Line Assessment. Chief of Police Dahlstrom highlighted Public Safety in the Park this Thursday in Central Park from 5-8 PM.

Mayor Weisensel noted next Monday is an open house to meet the candidates for the County Manager presentation at 5 PM at Apple Valley Galaxie Center.

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 7:59 p.m.

Respectfully submitted,

Erin Fasbender
City Clerk

City Council Regular Meeting: July 2, 2024

AGENDA ITEM: Donation Acceptance from Scott Chiropractic	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Michelle Rambo, Office Specialist	AGENDA NO. 6.c.
ATTACHMENTS: Resolution	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve the acceptance and expenditure of \$250 dollars from Scott Chiropractic to be used for Run for the Gold.	

BACKGROUND

The Parks and Recreation department received a donation from Scott Chiropractic for \$250 dollars. The donation will be used for Run for the Gold.

RECOMMENDATION

Motion to approve the acceptance and expenditure of \$250 dollars from Scott Chiropractic for Run for the Gold.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2024 - XX

A RESOLUTION ACCEPTING A DONATION TO THE CITY

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

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

Scott Chiropractic Clinic

\$250.00

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

Parks & Recreation: Annual Leprechaun Days Run for the Gold – refreshments and miscellaneous programming costs.

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

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

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

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

ADOPTED this ____ day of ____, ____, by the City Council of the City of Rosemount.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

City Council Regular Meeting: July 2, 2024

AGENDA ITEM: Appointment of Election Judges for 2024 Elections	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Erin Fasbender, City Clerk	AGENDA NO. 6.d.
ATTACHMENTS: Resolution	APPROVED BY:
RECOMMENDED ACTION: Motion to approve the attached Resolution appointing election judges and officials for the 2024 Primary and General Election.	

BACKGROUND

Minn. Stat. 204B.21, Subd. 2, requires that all cities appoint election judges at least 25 days before the election. Staff has recruited Rosemount and/or Dakota County residents to serve as election judges for the 2024 election on August 13th and November 5th.

The individuals listed in the resolution have indicated their willingness to serve at the upcoming election. In order to serve as a judge, the law requires regular judges to complete a minimum of two hours of training and head election judges to complete a minimum of three hours training every two years.

RECOMMENDATION

Staff recommends approval of the above-referenced motion.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2024-XX

**RESOLUTION APPOINTING ELECTION JUDGES
FOR THE 2024 PRIMARY & GENERAL ELECTION**

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

WHEREAS, the Rosemount 2024 Election Judge appointments consists of individuals recommended by the City Clerk with the approval of the majority of the City Council.

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

Adane, Thekta	Dudley Michelle	Kieffer, Kymi	Nelson, Richelle
Aldahl, Peter	Durfee, William	Kieffer, William	Nelson, Shaun
Allen, Kathleen	Durham, Bruce	Killey, Jason	Nordeng, Christian
Amante, Kenna	Dwyer, Kadrin	Kleinboehl, Elizabeth	Nugent, Spencer
Ananthan, Amil	Egan, Andrea	Kleven, Catherine	O'Reilly, Jocelyn
Anderson, Angeline	Ehrhardt, Corrine	Knapp, Anne	Ober, Cory
Andreasen, Clayton	Ellinwood, Jennifer	Knutson, Lindsey	Obot, Godwin
Andreasen, Melinda (Mindy)	Faber, Mike	Kolthoff, Shyla	Oliva, Idolly
Andrews, Kristen	Farrell, Kathleen	Kuhn, Steven	Paro, Isabelle
Arendt, Mary Kate (Kate)	Fern, Kristine	Kujawski, Mary	Pekarik, Michael
Arndt, David	Flohr, AnDee	Kutz, Kraig	Peterson, Kenneth
Bacon, Dana	Flynn, Michael	Kutz, Timothy	Pfenning, Jaimee
Baumel, Angela	Fry, Mary Ann*	Kutz, Tish (Patricia)	Pherson, Nash
Behm, James	Geske-Peer, Juli	Langenfeld, John	Phillips, Madyson
Behm, Marcia	Godfrey Brandel, Alison	Larson, Lowell	Pitzen, Molly
Berdichevski, Alexandra	Gohman, Margaret	Lauby, Cheryl	Polum, Patti
Boyce, Valerie	Golla, Amy	Leach, Ellen	Ray, Christina
Brandt, John	Grayme, Bart	Lentsch, Deborah	Reanier, Gabriel
Buesing, Chase	Griak, Susanne	Linkert Janet B.	Rechtzigel Sharon
Buresh, Kristine	Haan, Christina (Chris)	Little, Amanda	Rene, Avery
Busho, Cathy	Hanson, Nathan (Nate)	Loesch, Mathew	Riley, Mary
Caduff, Ben	Hauser, Kayla (Sarcone)	Lyke, Sheryl	Roberts, Sabrina
Cahn, Kari	Head, Teresa	Marthaler, Debra	Rohlf, Janet
Cahn, Mike	Heideman, Sally	Mathisen, Nancy	Roiger, Susan
Carlson, Susan (Sue)	Hemmerlin, Anne	McCarty, Catherine (Cat)	Rosen, Donald
Carroll, Norah	Hock, Ellen	McDevitt, Lori	Rougier-Hill, Michelle
Casey, Tracey	Holt, Marcia	McDonald, Scott	Saleen, Chuck
Chamberland, Cathy	Huey, Reid	Merriman, Lee	Saleen, Heather
Clysdale, Rita	Jacob, Michael	Mertz, Sharon	Sampers, Paul
Collotzi, Heidi	Janikowski, Davin	Mesmer, stephen	Sandve, Paul L.
Cooper, Jeff	Johnson, Cheryl	Metzger, Brianna	Schmidt, Nicole (Nikki)

Cowles, Karna	Johnson, Christina Marie Volck	Miller, Karin	Schultz, Sarah
Cowles, Rick	Jorgenson Gloria	Mish, Rose	Schulze, Jan
Crawford, Frederick (Scott)	Karsko, Kathleen (Kathy)	Moes, Joan	Schwartz, Jane
Dalum,Miriam	Kasch, Myron	Nara , Linda	Schwartz, Robert
DeWitte, Matthew	Kearns, Eizabeth	Nelson, Drake	Shean, Daryl
Drinen, Matthew	Kebede, Bethlehem	Nelson, Janis	Shoe, Lisa
			Lomen, Mark

*Election Judge for Primary Only

NOW THEREFORE BE IT FURTHER RESOLVED, that pursuant to Minn. Stat. 203B.21, additional judges may be appointed within 25 days of the election if it is determined additional election judges will be required.

ADOPTED this 2nd day of July, 2024 by the City Council of the City of Rosemount.

ATTEST:

Jeffery D. Weisensel, Mayor

Erin Fasbender, City Clerk

City Council Regular Meeting: July 2, 2024

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

BACKGROUND

The fee schedule is updated on an annual basis upon review of frequent fees established by City departments. After approving the recent items for the administrative citations program and cannabis ordinance, an amendment to the 2024 schedule of rates and fees is necessary. The proposed changes are noted with editing marks in the attachment on pages 12 and 17.

ADMINISTRATIVE CITATIONS

On April 16th, 2024, the City Council adopted an ordinance that allows the City of Rosemount to run an administrative citations program. This program will allow the City to work more collaboratively with property owners to enforce the City Codes, acting as an internal judicial system. As part of the Fee Schedule for 2024, administrative citations and associated fees will be added and inserted underneath "Administration Fees".

The penalty for an administrative citation range starting from \$50.00 to \$250.00, with a late payment fee of an additional 10% and a one-time fee for an administrative hearing of \$35.00. Adopting the new fee schedule will allow the City to proceed with onboarding an administrative hearing officer and to implement the program within code enforcement.

RECOMMENDATION

Motion to adopt a resolution to amend the 2024 schedule of rates and fees.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2024-XX

**A RESOLUTION AMENDING RESOLUTION 2023-136 A RESOLUTION SETTING THE
2024 SCHEDULE OF RATES AND FEES**

WHEREAS, the City of Rosemount has reviewed the 2024 Schedule of Rates and Fees and recognizes the need to amend certain rates and fees for 2024; and

WHEREAS, the City of Rosemount has found the need to amend certain Department fees as outlined in the 2024 fee schedule attachment.

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

ADOPTED this 2nd day of July, 2024, by the City Council of the City of Rosemount.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

SCHEDULE OF RATES AND FEES FOR 2024

Planning and Zoning Review Fees	Page 1
Public Works and Engineering Fees	Page 3
Administration Fees	Page 12
Finance Fees	Page 14
Fire Prevention Permits and Fees	Page 15
Police Department Permits and Fees	Page 17
Building Permits and Fees	Page 18
Exhibit A - Building Permit Valuation Table	Page 25
Exhibit B - Residential Building Valuation Worksheet	Page 26
Exhibit C - Tables A-33A & B Grading Plan Review & Permit Fees	Page 27
Parks and Recreation Fees	Page 28
Community Center, Arena & Facilities	Page 28
Outdoor Facilities	Page 34
The Rosemount Steeple Center	Page 36
Park Dedication Fees	Page 38

PLANNING AND ZONING REVIEW FEES

Administrative Appeals	\$250.00
Affidavits - Certificate of Authenticity	\$60.00
Appeal of Planning Commission Decisions to the City Council	\$150.00
City Staff Billing	
For applications that include excessive staff time, services performed by City personnel will be billed at actual payroll costs including hourly rate, all payroll taxes and benefit charges. Services provided by City consultants will be billed at the current consultant rates.	
Comprehensive Guide Plan Amendment Application Fee	\$3,000.00
Conditional Use Permit	\$1,000.00
Documents -	
2030 Comprehensive Guide Plan	\$60.00 + tax
Comprehensive Stormwater Management Plan	\$92.00 + tax
Zoning Ordinance and Subdivision Ordinance	Same as City-wide document fee
Zoning Map	
Black and White – 11” x 17”	\$5.00 + tax
Color – 11” x 17”	\$10.00 + tax
Color – 24” x 36”	\$25.00 + tax
Environmental Assessment Worksheets	\$1,800.00
Escrow fee for City Consultant Services. Applicant will be responsible for actual costs incurred by the city.	\$10,000.00
Interim Use Permits for Seasonal Sales of Christmas Trees For Periods of Less than 40 Days Per Calendar Year	\$40.00
All Other Interim Use Permits	\$500.00
Joint Applications	
A planned unit development that includes a subdivision may have the fee waived for a preliminary plat at the discretion of the Community Development Director.	
Small Scale Mineral Extraction Permit	
Application Fee	\$700.00
Annual Fee	\$370.00
Surety Bond	\$7,500.00 per acre
Large Scale Mineral Extraction Permit	
Application Fee	\$1,400.00
Annual Fee	\$750.00
Interim Reclamation Bond	\$5,000.00 per acre
End Use Grading Bond	\$2,500.00 per acre

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

PUBLIC WORKS AND ENGINEERING FEES

Assessments:

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

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

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

All Properties	35% of Improvement Cost
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Street Assessments for Overlay Projects on existing streets are as follows:

All Properties	35% of Improvement Cost
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City Equipment and Staff Rates:

Equipment

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

Public Works Staff-Per hour charge

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

Engineering Fees:

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

Miscellaneous Public Works Fees:**As-builts/Record Drawings**

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

Feasibility Reports

\$23.34 + tax

Geographic Information Systems Fees (GIS)

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

Right-of-Way Fees & Charges:**Registration Fee**

Total Cost \$ 40.00

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

Excavation Permit Fees

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

Obstruction Permit Fee

Minimum Base Cost \$ 67.50
Plus additional fee based on length

Inspection

Additional cost per lineal foot = \$70.00 / 1000
= 0.07

Delay Penalty

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

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

Total Penalty Charge (Up to 3 days late)	=	\$ 60.00
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Each day late over 3 days	\$20.00/Day
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Right of Way/Utility Easement Vacation Fee	\$775.00
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Sidewalk/Trail Snow Removal	\$75.00 per lot
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Street Excavation and Curb Cuts

Curb Cuts, Driveway Access Permits, Transit Stop Kiosks	\$180.00
Street Excavation Minimum bond deposit with City	\$2,000.00

Street & Utility Specifications	\$23.34 + tax
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Wetland Notification/Application Form (<i>Escrow Deposit for Costs Incurred</i>)	\$3,175.00
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Solid Waste Hauling License	\$ 385.00
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ATTACHMENT 1

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

Usage—Based on Quarterly Meter Readings

Water Use

Residential

Quarterly usage (gallons)

0 – 12,000

12,001 – 24,000

24,001 – 48,000

>48,000

Rates*:

\$ 1.88

\$ 2.35

\$ 2.93

\$ 4.40

*per thousand gallons

Commercial/Industrial

Quarterly usage (gallons)

0 – 80,000

80,001 – 160,000

160,001 – 250,000

> 250,000

Rates*:

\$ 2.17

\$ 2.72

\$ 3.40

\$ 4.40

*per thousand gallons

Irrigation Meters

Rates:

Multi-Family common irrigation meters will be charged the flat rate of
\$3.80/1,000 gallons

\$4.40/1,000 gallons

Sanitary Sewer Use Charge

\$ 6.07/1000 gallons

Water Surcharge and Meter Maintenance Per Chart Below (Quarterly)

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

*Commercial, Institutional and Industrial are taxable.

**Meter maintenance applied to Base Fixed Water Charge based on meter size.

Sewer Only Users

\$ 94.69 per quarter per
SAC unit*

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

ATTACHMENT 2

WATER METER PRICES

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

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

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

QUARTERLY STORM WATER UTILITY FEES

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

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

Water Meter Accuracy Check

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

Water Meter Installation Charges

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

Hydrant Meters

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

Quarterly Street Light Fee

<i>Residential</i>	\$6.58
<i>Multi-family Residential</i>	\$6.58/unit *
	* Up to a maximum of 10 units
<i>Commercial/Industrial</i>	\$12.68

Water, Sanitary Sewer and Storm Water Capital Charges:

Metropolitan Council Environmental Services Availability Charge (Metro SAC)

Per Sac Unit, as determined by the MCES

\$2,485.00

City Sanitary Sewer Availability Charges

CITY SANITARY SEWER CHARGES

Trunk Area Assessments collected with final plat/subdivision agreement

Per SAC Unit as determined by the MCES and collected with the Building Permit

Single Family Residential

Multi-Family Residential

\$1,075.00 per acre

\$1,200.00

Institutional, Commercial and Industrial

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

City Water Availability Charges

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

All Zoning types

\$6,500.00 per acre

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

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

Single Family Res

\$ 2,475

Multi-Family Res

\$ 2,475

1"

Meter

\$ 9,900

1 1/2"

Meter

\$14,700.00

2"

Meter

\$19,600.00

3"

Meter

\$29,450.00

4"

Meter

\$34,350.00

6"

Meter

\$39,250.00

8"

Meter

\$44,150.00

Supplemental Water and Sanitary Sewer Connection Charges

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

<u>PID</u>	<u>Address</u>	<u>2024 Supplemental Water Connection Charges</u>	<u>2024 Supplemental Sewer Connection Charges</u>
34-44300-01-050	2653 132 nd Ct. W.	Incl. w/2655 below	Incl. w/2655 below
34-02010-07-011	2655 132 nd Ct. W.	\$ 7,987.19	\$9,473.18

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

Storm Water Charges

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

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

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

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

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

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

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

Cellular Antennas on City Property**Cash deposit with application**

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

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

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

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

Other Charges

Cost/year/square foot for ground space exceeding 150 square feet	\$25.00
--	---------

Per antenna cost for each additional antenna beyond first six	\$2,500.00
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Charges for other miscellaneous items (additional cables, satellite dishes, or other equipment not specified herein.)	Negotiated
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ADMINISTRATION FEES

Administrative Citations

First Violation	\$50.00
Second Violation	\$100.00
Third and Further Violation(s)	\$250.00
Administrative Hearing Fee	\$35.00
Late Payment Fee	10% additional to Citation / 30 days

Adult Use Establishment License	\$3,000.00
Adult Use Background Investigation	\$1,500.00 Deposit
In-State Application	\$350.00
Out-of-State Application	Expenses in addition to \$350.00 not to exceed \$10,000

Documents

The following fees for copies apply to all departments.

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

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

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

Election Filing Fee – Mayor and Council	\$5.00
Large Public Gathering on City Parkland	\$150.00
Liquor Licenses:	
On-Sale Intoxicating (Jan 1 Dec 31)	\$3,000.00
On-Sale Wine	\$550.00
On-Sale Brewer Taproom	\$750.00
Microdistillery Cocktail Room	\$750.00
Off-Sale Intoxicating	\$200.00
Off-Sale Small Brewer	\$200.00

Brew Pub Off-Sale Intoxicating	\$200.00
On-Sale 3.2% Malt (July 1-June 30)	\$250.00
Off-Sale 3.2% Malt (July 1-June 30)	\$210.00
Temporary On-Sale Intoxicating	\$170.00/event
Temporary On-Sale 3.2% Malt	\$150/event
Temporary Brewer On-Sale	\$170.00/event
Special Club On-Sale Intoxicating (Jan 1-Dec 31)	
Membership: under 200	\$300.00
between 201 and 500	\$500.00
between 501 and 1,000	\$650.00
between 1,001 and 2,000	\$800.00
between 2,001 and 4,000	\$1,000.00
between 4,001 and 6,000	\$2,000.00
more than 6,001	\$3,000.00
Special Sunday (Jan 1-Dec 31)	\$200.00
Consumption & Display	\$140.00
One-day Consumption & Display	\$25.00
On Public Premise – Annual License (Jan 1-Dec 31)	\$350.00 + \$30.00 per event
Amending an Existing Liquor License	\$175.00
Liquor Background Investigation Fee	\$500.00
Massage Therapist License Fee (Jan 1-Dec 31)	\$ 125 <i>(\$25 fee + \$100 Background Check)</i>
Gambling Permits	\$250.00
Annual Billiard Hall or Dance Club License	\$800.00
Initial Application Investigation Fee	\$500.00
Amendment to Billiard Hall or Dance Club License	\$175.00
Annual Arcade Parlor License	\$15.00/location plus \$15.00/machine
Initial Application Investigation Fee	\$500.00
Amendment to Arcade Parlor License	The lesser of \$15.00 per location plus \$15.00 per machine or \$175.00

Tobacco & Tob. Related Products License	\$550.00 (biannual)
Initial Application Investigation Fee	\$500.00

FINANCE FEES

Check Return Charge	\$30.00
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Miscellaneous Special Assessment Charges:

Administrative Special Assessment Fee	\$25.00 per parcel + current interest
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Special Assessment Processing Fee	\$5.00 per parcel times the number of years in original assessment
Note: this is a pass-through fee for the fee that the City is charged annually by the County.	

New Special Assessment File (Electronic)	\$10.00
Special Assessment Search (Non-Parcel Owner)	\$20.00 per parcel

Miscellaneous Utility Billing Charges:

Water Shut-Off	\$80.00
Water Turn-On	\$80.00

Monthly New Customer List

Up to 100 copies of black and white letter or legal sized copies	\$.25/page + tax
Up to 100 copies of color or ledger sized copies	\$.30/page + tax
More than 100 pages and 15 minutes or longer of staff time	Actual costs will be billed + tax
Electronic Copy (Must be pre-paid) (Annual Fee Jan. – Dec. – Fee will be pro-rated for initial partial calendar year, by month)	\$60.00

Total Customer List

Up to 100 copies of black and white letter or legal sized copies	\$.25/page + tax
Up to 100 copies of color or ledger sized copies	\$.30/page + tax
More than 100 pages and 15 minutes or longer of staff time	Actual costs will be billed + tax
Electronic format	\$25.00

Utility Billing Search/Resident	No Charge
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Utility Billing Search/Non-Resident	No Charge
Third Party Utility Billing Service History Request & Duplicate Billing Request	\$25.00 per account
Process Estimated Usage	\$50.00 per occurrence

FIRE PREVENTION-PERMITS AND FEES

Alarm System Permit/Review	As recommended by Exhibit A, plus plan review fee and surcharge.
Burning Permit – Commercial	\$235.00
Day Care Inspection	\$50.00
Fire Dept. Certificate of Occupancy Inspection/Renewal Fee	\$965.00
Copies of Fire Dept. Officers Report	Same as City-wide document fee
Fire Dept. Re-inspection Fee	\$50.00
Fire Dept. Special and Miscellaneous Inspections	\$130.00
Copies of Fire Dept. Report	Same as City-wide document fee
Fire Photo (per copy)	\$5.00 + tax
Fire Video	\$5.00 + tax
Fire Education House Rental	\$25 per day +tax plus \$6.00 per mile. Firefighter hourly charges will be added to fee if operation assistance is required.
Fire Sprinkler Protection System	As recommended by Exhibit A, plus plan review fee and surcharge.
Fuel Tank Installation or Removal:	As recommended by Exhibit A, plus plan review fee and surcharge
Haunted House Operation Permit	\$880.00

Penalty for Failing to Obtain Permit

Penalty for failing to obtain a permit prior to starting work required is two times the regular permit fee established herein.

Plan Check Fees:

Sixty-five percent (65%) of the building permit fee.

Pyrotechnic Display of Fireworks

\$200.00

Fireworks Sales

Firework Retailer

\$200.00

Multi-Item Retailer

\$100.00

State Surcharge

As recommended by the Minnesota State Code-Section 16B.70.

Storage and use of Hazardous Materials

\$650.00

Over quantities listed in current Fire Code Edition – Section 4. Permit valid for twelve months maximum

Temporary Use of LP Gas

\$100.00

POLICE DEPARTMENT PERMITS AND FEES

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

Animal Licenses

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

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

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

Contractual Overtime (Officer with Squad)	\$100.00 per hour
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<u>Cannabis/Hemp Use in Public Place</u>	<u>\$100.00</u>
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Potentially Dangerous Dog Registration	\$75.00 (one time fee)
Dangerous Dog Registration <i>State authorized</i>	\$500.00 (one time fee)
Potentially / Dangerous Dog Annual Renewal	\$25.00

Peddlers, Solicitors and Transient Merchants (Jan 1-Dec 31)	\$90.00 each person
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Pawn Shop License Fee:

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

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

Photographs:

B/W copy of photos	\$.30/page (includes tax)
Color copy of photo	\$.50/page (includes tax)

Copies of Police report	\$.25/page (includes tax)
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Video/Audio Copies

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

Fingerprinting

Resident	\$ 20.00(includes tax)
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Non-Resident

\$ 35.00(includes tax)

BUILDING PERMITS AND FEES

Administrative Handling Fee

A handling fee of \$25.00 will be charged for address and lot changes and for permit and file editing. These changes must be done within thirty (30) days of permit issuance or all prior permit fees will be forfeited (non-refundable).

As-built Survey Escrow

\$2,000.00

Building Permits

As recommended by Value Range – Exhibit A.

Certificate of Occupancy Inspection and/or change of use

\$58.00

Building Department *Standard Reports*

\$160.00/year + tax (includes postage)
\$12.50/month + tax

Electrical Permits

1. Minimum fee for each separate inspection of an installation, replacement, alteration or repair limited to one inspection only.

\$50.00

2. Administrative fee for each permit

\$10.00

1. State surcharge to be added to each permit

\$1.00

2. Existing Single Family Dwelling (0-14 feeder/circuits are installed/extended)

\$12.00

3. Existing Single Family Dwelling (15+ feeder/circuits are installed/extended)

\$100.00

New Single-Family Dwelling (0-25 circuits & feeders per unit)

\$200.00

New Multi Family Dwelling (Same Parcel)

\$100.00

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

Reconnect Existing Feeder/Circuits (panel board replacements)	\$100.00
Service/Power Supply 0-400 Amp	\$70.00
Service/Power Supply 401-800 Amp	\$140.00
Service/Power Supply Over 800 Amp	\$200.00
(Over 250 Volts) Service/Power Supply 0-400 Amp	\$140.00
(Over 250 Volts) Service/Power Supply 401-800 Amp	\$280.00
(Over 250 Volts) Service/Power Supply Over 800 Amp	\$400.00

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

Circuits Under 200 Amp	\$12.00
Circuits Above 200 Amp	\$30.00
(Over 250 Volts) Circuits Under 200 Amp	\$24.00
(Over 250 Volts) Circuits Above 200 Amp	\$60.00

7. Street lighting / Traffic signals - in addition to the above fees:

A charge of \$5.00 will be made for each street lighting standard. A charge of \$5.00 will be made for each traffic signal standard.

8. Transformers / Generators - in addition to the above fees:

All transformers and generators for light, heat and power will be computed separately at (0-10 KVA) \$20 per unit and (Over 10 KVA) \$50 per unit.

All Transformers for electric power supplies, signs and outline lighting shall be computed at \$5.50 per unit.

9. Remote Control / Signal Circuits/Low Voltage - in addition to the above fees (unless included in the fee filed by the initial installer): Remote control, signal circuits and circuits of less than 50 volts shall be computed at \$1.00 per opening or device

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

11. Re-inspection - when re-inspection is necessary to determine whether unsafe conditions have been corrected and such conditions are not subject to an appeal pending before any court, a re-inspection fee of \$50.00 may be assessed in writing by the inspector.

12. Commercial Remodel – Standard is a two inspection minimum equaling \$100.00. With Ceiling is a three inspection minimum equaling \$150.00
13. Carnivals, Fairs, Transient Projects: Min + Power Supplies and Units \$200.00
14. Pools – Two inspection minimum equaling \$100.00
15. Inspection of Concrete Encased Grounding Electrode – one trip equaling \$50.00
16. Bonding Inspection – When separate is one trip equaling \$50.00
17. Retrofit of Existing Lighting Fixtures - \$1.00 for each fixture

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

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

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

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

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

21. Photovoltaic Solar System

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

Grading Permits:

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

Plan Check Fees:

Commercial/Industrial/Multi-family building and
structures

Sixty five percent (65%) of the building
permit fee.

Residential buildings

Sixty-five percent (65%) of the building
permit fee for new single family
dwellings/single family additions,
alterations, etc., similar plans per state
statute 1300.0160 twenty-five percent
(25%) of the building permit fee.

Residential Accessory Structures

Additions/alterations/repairs/remodeling:
sixty-five percent (65%) of the building
permit fee.

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

Residential (4 or less units)

New Construction

\$126.00 (including \$1 surcharge)

Alteration/repair

\$71.00 (including \$1 surcharge)

Multiple Housing (5 or more units)

New Construction

\$100.00/unit plus surcharge

Alteration/repair

\$70.00/unit plus surcharge

Commercial/Industrial/Institutional

New Construction:

1.5% of valuation plus .0005 valuation
surcharge

\$215.00 minimum fee plus .0005 valuation
surcharge

Commercial/Industrial/Institutional/Public:

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

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

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

Sewer and Water Installation Permit Fees:

Municipal Service – residential (4 or less units)	\$56.00 (including \$1 surcharge)
Municipal Service – residential (5 or more units)	1.5% of valuation plus .0005 valuation surcharge. \$105.00 minimum fee plus .0005 valuation Surcharge
Municipal Service – commercial/industrial/institutional	1.5% of valuation plus .0005 valuation surcharge. \$105.00 minimum fee plus .0005 valuation Surcharge.

Private Sewer – all classifications

New construction or reconstruction	\$ 260.00
Dakota County Recording Fee	\$ 0.00 *subject to change according to current County Recording Fee.
State surcharge	\$ 1.00
	\$ 261.00

Septic System Maintenance/Operation Permits and Fees:

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

Roofing / Re-Roofing

Residential	\$76.00
Commercial/Institutional/Industrial -	As recommended by Exhibit A plus .0005 valuation surcharge. Minimum fee of \$100 plus .0005 valuation surcharge

Siding / Re-siding

Residential	\$76.00
Commercial/Institutional/Industrial -	As recommended by Exhibit A plus .0005 valuation surcharge. Minimum fee \$100 plus .0005 valuation surcharge.

Satellite Dishes and Antennas

Residential	No fee
Commercial/Institutional/Industrial	Per Exhibit A plus .0005 valuation surcharge. Minimum fee \$84.00 plus .0005 valuation surcharge

Single Family Dwelling Basement Finish	\$ 176.00
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Slabs

Residential	\$50.00
Multi-Family	\$70.00
Commercial/Institutional/Industrial	\$70.00

Special and Miscellaneous Inspections	\$75.00
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Swimming Pools	\$151.00
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Temporary Construction Trailer	\$75.00
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Water Softener Installation	\$71.00
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Window Replacement	\$71.00
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Building Inspection Card Replacement	\$25.00
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Residential Home Plan Change Fee	\$150.00
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EXHIBIT A

Building Permit Valuation Table

Building Value Range	Fee Range
\$0 - \$500.00	\$50.00
\$500.01 - \$2,000	\$50.00 for the first \$500 \$3.70 per additional \$100 or fraction thereof, to and including \$2,000.00
\$2,000.01 - \$25,000	\$83.50 for the first \$2,000 \$16.55 per additional \$1,000 or fraction thereof, to and including \$25,000.00
\$25,000.01 - \$50,000	\$464.15 for the first \$25,000 \$12.00 per additional \$1,000 or fraction thereof, to and including \$50,000.00
\$50,000.01 - \$100,000	\$764.15 for the first \$50,000 \$8.45 per additional \$1,000 or fraction thereof, to and including \$100,000.00
\$100,000.01 - \$500,000	\$1,186.65 for the first \$100,000 \$6.75 per additional \$1,000 or fraction thereof, to and including \$500,000.00
\$500,000.01 - \$1,000,000	\$3,886.65 for the first \$500,000 \$5.50 per additional \$1,000 or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$6,635.65 for the first \$1,000,000 \$4.50 per additional \$1,000 or fraction thereof.

This fee schedule was developed by the State of Minnesota (326B.153 Building Permit Fees). The \$50.00 fees for valuations under \$2000.00 reflect the City's minimum trip charge for a single inspection.

EXHIBIT B

RESIDENTIAL BUILDING VALUATION WORKSHEET Cost Per Square Foot

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

SINGLE FAMILY DWELLINGS-TYPE V- WOOD FRAME

First Floor
Second Floor

SINGLE FAMILY DWELLINGS - BASEMENT

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

GARAGES:

Wood Frame
Masonry Construction
Carport
Pole Building

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

MASONRY FIREPLACES:

One Level
Each Additional Level

SINGLE FAMILY DWELLING MECHANICAL INSTALLATION VALUES:

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

EXHIBIT C

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

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

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

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

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

PARKS AND RECREATION FEES

I. COMMUNITY CENTER, ARENA, AND FACILITIES

A. Definitions

1. City Groups, Organizations, or Activities (City sponsored activities.)
Includes Rosemount Halloween Festivity, Leprechaun Days, and Shamrock Awards Banquet.
2. Civic and Non-Profit Groups
Includes civic organizations, political groups, churches, athletic associations, fraternal groups, charitable groups, and character building organizations devoted to social, educational, recreational and civic development or other like purposes.
3. Commercial Groups
Includes groups that operate for profit or the purpose of promotion or advertisement.
4. Governmental Agencies
Includes county, state, federal, and special tax districts serving Rosemount residents.
5. Non-Resident Groups
Includes groups having more than one-half of their members not living within the Rosemount City limits.
6. Resident
Any person who maintains a residential address in the City of Rosemount.
7. Resident Groups
Includes groups having more than one-half of their members living within the Rosemount City limits.
8. School District #196
Includes all directly related school activities including curricular, co-curricular, extracurricular and all directly controlled school organizations; including Community Education.
9. Resident Athletic Groups
Includes RAAA and RAHA.

B. Priority for Scheduling Facilities

1. Purpose

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

2. Priority of Users

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

3. Permits and Rental Agreements

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

C. Facility Fees

1. Purpose

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

2. Fee Class of Users

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

3. Fees

a. Auditorium

Auditorium alone:*

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

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

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

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

b. Banquet Room

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

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

c. Classrooms 204-215

FEE CLASS	PER CLASSROOM
Class 1	No fee for City sponsored events.
Class 2	\$27 per 3 hours per Classroom
Class 3	\$33 per 3 hours per Classroom
<u>Classroom 221</u>	
Class 1	No Fee
Class 2	\$42 first 3 hour block
Class 3	\$48 first 3 hour block

Regular use of the Classrooms:

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

d. Gymnasium

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

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

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

e. Audio Visual Equipment

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

f. Arena

Prime Time Ice	\$235 + tax per hour (During Prime Season)
Non Prime Time Ice	\$155 + tax per hour (During Prime Season)
Spring/Summer Ice	\$155 + tax per hour

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

Spring/Summer Ice Season: April, May, June, July and August

Prime Time Rental Hours: Monday – Sunday 5:00 a.m. – 10:00 p.m.

Non-Prime Rental Hours: Monday – Sunday 10:00 p.m. – 5:00 a.m.

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

Public Skating Fees:

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

1. Community Center sponsored programs (Open Skating, Learn to Skate, events, etc.)
2. Rosemount High School Girls and Boys Hockey games and practices, based on limits mutually agreed upon. Schedule request are due by May 1st, revisions due by May 31st
3. Rosemount Area Hockey Association. Schedule provided by, June 1st revisions due by July 31st.
4. Signed Ice contract is due no later than August 7th, each year, after August 7th, RAHA will be required to purchase all ice hours in signed contract.
5. Other hockey associations or organizations requesting 200 or more hours per year.

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

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

4. Deposits

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

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

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

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

II. OUTDOOR FACILITIES

A. *Park Facility Priority Use*

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

1. City Sponsored Events - All Parks and Recreation Activities which include, but are not limited to, adult leagues, tournaments, playground programs, special events, etc.
2. RAAA and RAHA
3. Residents
4. Other youth sports organizations based on resident participants
5. Rosemount Schools K-12
6. Rosemount Colleges and Universities (unless a special agreement is in place for use)
7. All Other Requests

B. *Facility Fees*

1. Erickson Softball Complex and Tournament Fees:

Athletic Fields (Ball, Soccer)	\$50 + tax/field/day
Field Maintenance	\$37/hour or cost incurred by City
Chalk	Cost incurred by City
Field Dry	Cost incurred by City
2. Park Shelter Fees:

Open Shelter (does not include other park amenities)	\$53 + tax/day (Resident) \$70 + tax/day (Non-Resident)
Enclosed Shelter (does not include other park amenities)	\$84 + tax/day (Resident) \$137 + tax/day (Non-Resident)
Amphitheater (comes with use of Central Park Shelter)	\$158 + tax/day (Resident) \$263 + tax/day (Non-Resident)
3. Non-League Facility Fees:

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

5. Independent League Field Fees:
Fields (Ball, Soccer, Outdoor Rinks) \$70 + tax/field/day (Non-Resident)*
** Direct Maintenance Fees for camps will be added to rental fees*
6. Other Fees: \$315 + tax/team/12 week season
DCTC Soccer Lights
Portable Toilet \$37 + tax
Damage Deposit Based upon price quoted by toilet provider
Lost Key Fee \$158 for all events (refundable)
\$53 per key
7. Cancellations will be subject to 50% of the rental fee. No refunds for inclement weather

II. The Rosemount Steeple Center Fees

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

EQUIPMENT RENTAL:	ITEM: FEE: Screen Rental \$25/per event- plus tax LCD Rental \$10/per event - plus tax
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IV. PARK DEDICATION FEES

A. Park Dedication Fees

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

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

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

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

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

City Council Regular Meeting: July 2, 2024

Tentative City Council Meeting: July 2, 2024

AGENDA ITEM:	Amendment to the Conditional Use Permit for Place of Worship in the R1-Low Density Residential Zoning District at 2058 Bonaire Path West.	AGENDA SECTION:	CONSENT AGENDA
PREPARED BY:	Anthony Nemcek , Senior Planner	AGENDA NO.	6.f.
ATTACHMENTS:	Resolution, Excerpt from the June 25, 2024 Planning Commission Meeting Minutes, Site Location, Site Aerial, Site Plan, Staff Report for 2023 Site Plan Review, Staff Report for 2022 CUP	APPROVED BY:	LJM
RECOMMENDED ACTION: Motion to adopt a resolution approving the amended Conditional Use Permit for a Place of Worship at 2058 Bonaire Path West, subject to conditions. a. The applicant shall apply for and receive all required building permits and approvals to construct a place of worship. b. The applicant shall remove the existing garage prior to the city issuing certificates of occupancy for the place of worship building. c. The site shall be connected to municipal sewer and water. d. The driveway shall be widened to 20' to accommodate emergency apparatus, and the parking plan shall be amended to provide a turnaround that will accommodate emergency apparatus. e. The parking lot shall be paved and striped in accordance with Section 11-6-1: Off Street Parking Requirements and expanded as needed to avoid parking on side streets. f. The use shall conform with the following requirements: 1. All structures must comply with State building Code, State Fire Code, Mechanical Code, Energy code, Plumbing Code, Electrical code, and Accessibility codes. 2. The property must comply with all applicable City Code provisions. 3. Driveway width access road 20' minimum. 4. Fire Department turn-around 150' Max 5. Address required to be visible from right of way. 6. Non-compliant septic systems are required to be removed. 7. Connection to city sewer and water is required.			

BACKGROUND

Applicant and Property Owner

Location

Area in Acres

Comp Plan Designation

Al-Madina Association

2058 Bonaire Path West

3.94 Acres

Low Density Residential

The City Council is being asked to consider an amendment to the Conditional Use Permit (CUP) which was approved in 2022 to allow Al-Madina Association to use the property located at 2058 Bonaire Path West as a place of worship. Staff initiated this amendment in cooperation with Al-Madina Association following discussions staff had with the City's attorney that arose following a review of the existing CUP. The existing CUP contains the following condition: "The applicant shall apply for and receive all required building permits to convert the existing garage to an assembly use." Because Al-Madina Association received approval to construct a new building, and is no longer intending to convert the garage on site, the City's attorney recommended removing this condition to ensure Al-Madina remains in conformance with the requirements of its CUP. The conditions in the attached resolution were drafted by the City Attorney, and Condition F was drawn specifically from the Fire Marshal's memorandum drafted during the initial CUP approval. The Planning Commission and staff are recommending approval of the amended CUP.

PLANNING COMMISSION ACTION

The Commission held a public hearing to review the CUP during its meeting on June 25th. No public comments were received during the hearing. The Commission asked about traffic concerns on Birchwood Avenue that have been ongoing. Staff provided information related to ongoing mitigation on that street as well as the Traffic Safety Committee's role and actions. The Commission also asked about parking lot surfacing and why paving of the parking area would be required. Staff cited the zoning code requirement that parking areas on properties served by City sewer and water are required to be surfaced with asphalt or concrete. The Commission voted unanimously to recommend approval.

SITE APPROVAL HISTORY AND CONTEXT

The Rosemount City Council approved the CUP for the site in April 2022. Al-Madina Association's initial plan was to convert an existing garage on site into an assembly space. At that time, staff was unsure if a conversion of the garage would be feasible given the code requirements for such a conversion. Given that, a condition was added to the approval that the applicant receive all necessary permits to convert the existing garage for use as an assembly space. Since the CUP was approved, Al-Madina Association determined that converting the garage was indeed not feasible and proceeded to design a new building containing an assembly space to support the site's use as a place of worship. That project received site plan approval in 2023, and Al-Madina has been working with the City to get building permits to begin construction.

Through staff's review of the conditions of the approval for the site to be used as a place of worship, it was determined that the first condition is problematic in that it assumes the conversion of the garage would occur. Therefore, unless the garage is converted, the use does not comply with the conditions of approval. The City's attorney recommended that this condition be stricken and also provided clearer conditions to be applied to the site now that the garage will no longer be used. These are listed in the recommended action above. Also, because the garage was improved to a point that it is no longer able to be used as a garage (removal of the garage door, insulation, etc), staff and the Planning Commission are recommending a condition requiring the removal of said garage to ensure it is not used in a way that would fail to meet the occupancy standards of the building code.

RECOMMENDATION

Staff and the Planning Commission are recommending approval of the amended Conditional Use Permit to ensure the approved conditions make sense and that the conditional use permit and site plan are consistent with one another. This recommendation is subject to the conditions in the attached resolution.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA
RESOLUTION 2024- __**

**A RESOLUTION MODIFYING A CONDITIONAL USE PERMIT FOR
2058 BONAIRE PATH WEST TO ALLOW A CHURCH/PLACE OF WORSHIP,
SUBJECT TO CONDITIONS**

WHEREAS, the City of Rosemount granted a Conditional Use Permit (CUP) applied for by Al Madina Association (“Applicant”), on April 19, 2022, pursuant to resolution 2022-45: A Resolution Granting a Conditional Use Permit for 2058 Bonaire Path West to Allow Establishment of a Church/Place of Worship, Subject to Conditions; and

WHEREAS, when reviewing a building site plan, the City and Applicant agreed to amend the original conditional use permit to align the language in the CUP with building site plans approved by the Planning Commission in September 2023, particularly clarifying that the existing garage will be torn down; and

WHEREAS, on June 25, 2024, the Planning Commission of the City of Rosemount held a public hearing to address updates to the CUP that align the language of the CUP to the approved plans for the place of worship; and

WHEREAS, on July 2, 2024, the City Council of the City of Rosemount reviewed and agreed with the Planning Commission’s recommendation to grant the modified conditional use permit for the church/place of worship at 2058 Bonaire Path West; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Rosemount hereby approves a modified Conditional Use Permit (CUP) which amends the CUP granted on April 19, 2022, allowing establishment of a church/place of worship at 2058 Bonaire Path West, subject to the following conditions:

1. The applicant shall apply for and receive all required building permits and approvals to construct a place of worship.
2. The applicant shall remove the existing garage prior to the city issuing certificates of occupancy for the place of worship building.
3. The site shall be connected to municipal sewer and water.
4. The driveway shall be widened to 20' to accommodate emergency apparatus, and the parking plan shall be amended to provide a turnaround that will accommodate emergency apparatus.
5. The parking lot shall be paved and striped in accordance with Section 11-6-1: Off Street Parking Requirements and expanded as needed to avoid parking on side streets.
6. The use shall conform with the following requirements:
 - a. All structures must comply with State building Code, State Fire Code, Mechanical Code, Energy code, Plumbing Code, Electrical code, and Accessibility codes.

- b. The property must comply with all applicable City Code provisions.
- c. Driveway width access road 20' minimum.
- d. Fire Department turn-around 150' Max
- e. Address required to visible from right of way.
- f. Non- compliant septic system required to be removed.
- g. Connection to City sewer and water required.

ADOPTED this 2nd day of July, 2024 by the City Council of the City of Rosemount.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

EXCERPT FROM THE JUNE 25, 2024 PLANNING COMMISSION MEETING MINUTES

Amendment to the Conditional Use Permit for Place of Worship in the R1-Low Density Residential Zoning District at 2058 Bonaire Path West.

Senior Planner Nemcek presented the request to amend the Conditional Use Permit for Al-Madina Association.

Commissioner Comments

Commissioner Reed asked if there were any planned along Birchwood Avenue in addition to the current safety poles set out to slow down traffic. Senior Planner Nemcek deferred to City engineering staff and the traffic safety committee. Nemcek noted that Community Development is trying to extend Biscayne North from Connemara Trail up to Bonaire Path. Commissioner Beadner verified with Senior Planner Nemcek that paved parking is provided in addition to proof of parking within the site plan.

*The Public Hearing opened at 6:49 p.m. The
Public Hearing closed at 6:50 p.m.*

Motion by Kenninger Second by Ellis

Motion to close the Public Hearing.

Ayes: 7.

Nays: None. Motion Carried.

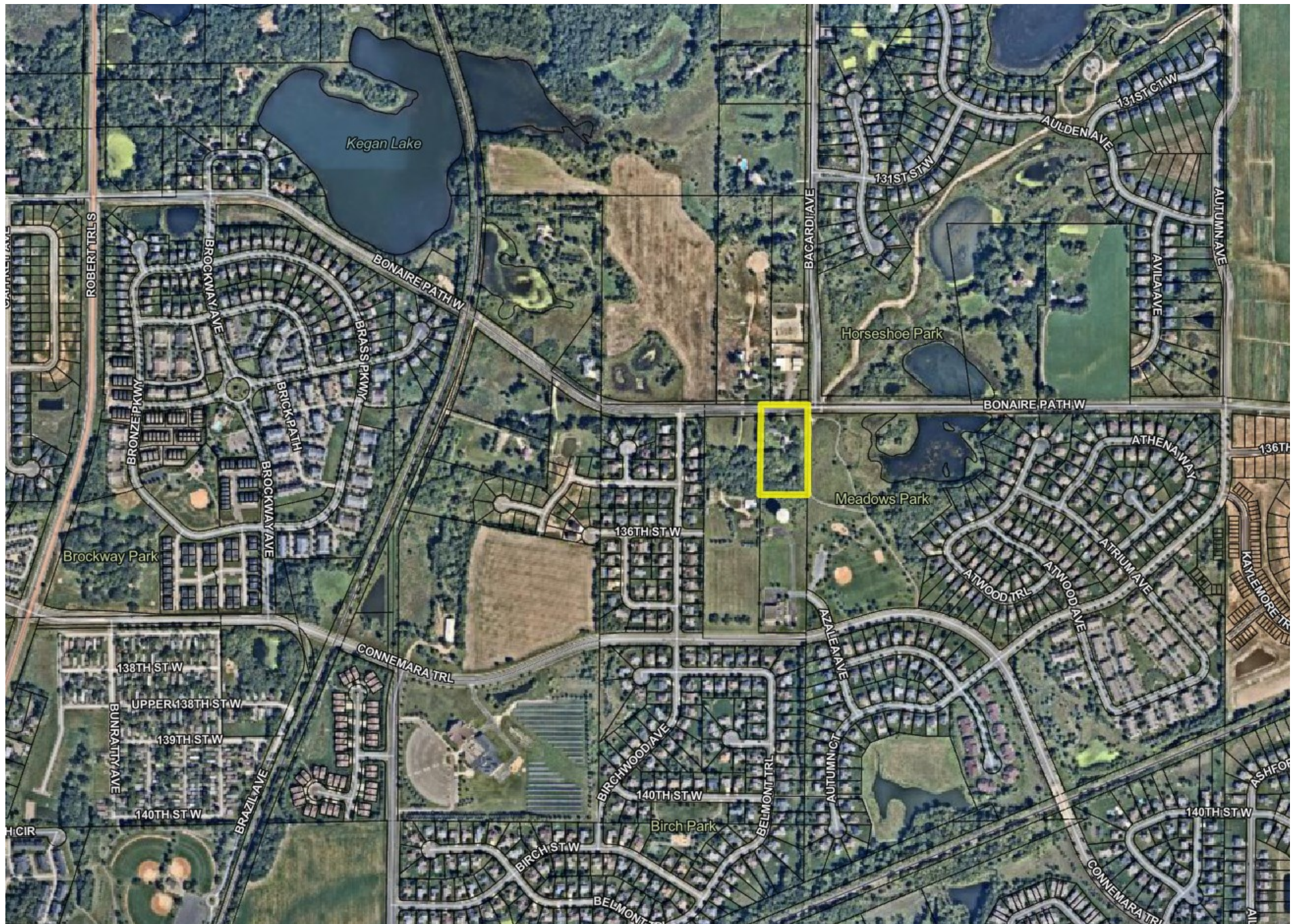
Motion by Buggi Second by Reed

Motion to recommend the City Council approve the amended Conditional Use Permit for a Place of Worship at 2058 Bonaire Path West, subject to the following conditions:

- a. The applicant shall apply for and receive all required building permits and approvals to construct a place of worship.
- b. The applicant shall remove the existing garage prior to the city issuing certificates of occupancy for the place of worship building.
- c. The site shall be connected to municipal sewer and water.
- d. The driveway shall be widened to 20' to accommodate emergency apparatus, and the parking plan shall be amended to provide a turnaround that will accommodate emergency apparatus.
- e. The parking lot shall be paved and striped in accordance with Section 11-6-1: Off Street Parking Requirements and expanded as needed to avoid parking on side streets.
- f. The use shall conform with the following requirements:
 1. All structures must comply with State building Code, State Fire Code, Mechanical Code, Energy code, Plumbing Code, Electrical code, and Accessibility codes.
 2. The property must comply with all applicable City Code provisions.
 3. Driveway width access road 20' minimum.
 4. Fire Department turn-around 150' Max
 5. Address required to be visible from right of way.
 6. Non-compliant septic systems are required to be removed.
 7. Connection to City sewer and water is required.

Ayes: 7.

Nays: None. Motion Carried.







Planning Commission Regular Meeting: September 26, 2023

AGENDA ITEM:	Request by Al Madina Association for a Site Plan Review	AGENDA SECTION:	PUBLIC HEARINGS
PREPARED BY:	Anthony Nemcek , Senior Planner	AGENDA NO.	6.b.
ATTACHMENTS:	Site Location, Site Aerial, Site Plan, Landscape Plan, Elevations, Exterior Material Images	APPROVED BY:	AK
RECOMMENDED ACTION: Motion to approve the site plan of the proposed place of worship for Al Madina Association, subject to the following conditions: 1. The applicant shall update the site plan to eliminate parking within the required 30' buffer yard along the western portion of the site adjacent to a residential use. 2. The landscape plan shall be updated to provide evergreens within the buffer yard along the western property line. 3. The driveway and parking areas shall be paved with an approved surface. 4. The site shall be connected to municipal sewer and water using the stubs located on the eastern property boundary. 5. The applicant shall comply with all requirements of the City Engineer and Building Official related to stormwater and drainage and incorporate any required updates prior to receiving a building permit. 6. The applicant shall provide a surety in the amount of 110% of the cost of any trees planted to be returned following one year of survival.			

BACKGROUND

The Planning Commission is being asked to review the site plan for a new building on a site that has received a conditional use permit for a place of worship. Generally, the site plan for the structure conforms to the standards within the City Code, although staff is recommending conditions that must be met prior to the issuance of a building permit. The conditions relate to the shifting of parking on the western portion of the site outside of a required 30' buffer yard, and an update to the landscape plan to provide evergreens along that same parcel boundary. Other conditions of approval are carried over from the original conditional use permit, such as connecting to municipal services and paving the parking area.

Applicant & Property Owner: Al-Madina Association
Location: 2058 Bonaire Path West
Area In Acres: 3.94 Acres
Comp. Plan Designation: Low Density Residential
Current Zoning: R1-Low Density Residential

The subject property is comprised of a single parcel containing two residential structures, two garages, and two small utility sheds. In 2022, the applicant received a conditional use permit to use the site as a place of worship. At that time, the applicant intended to convert one of the garages into an assembly space and to use the residential structures for meeting and office purposes. Converting the garage into an assembly

space was not feasible, therefore the applicant is proposing a new structure on the site to be used for that purpose. The site is currently served with a private well and septic system, and the site will be connected to the stubs that enter the site from the east. Meeting this requirement by connecting to the sewer and water stubs at the property line is included as a condition of approval.

SITE PLAN REVIEW

Legal Authority. Site Plan Reviews are quasi-judicial decisions by the Planning Commission. In such cases, the City is acting as a judge to determine if the regulations within the Comprehensive Plan, Zoning Ordinance and Subdivision Ordinance are being followed. Generally, if the application meets these requirements, it must be approved. The purpose of a site plan review is to evaluate each project as it relates to the performance and site design standards of the zoning ordinance. Site plan approval is required for all commercial, industrial, institutional, and multi-family development projects. Site Plan Reviews are the sole purview of the Planning Commission. Therefore, unless the Planning Commission denies the request and an appeal is made to the City Council, no action by the Council is required.

Land Use and Zoning

The site is zoned for LDR-Low Density Residential uses and is within the R1-Low Density Residential zoning district. A church or place of worship is specifically called out as a conditional use in the district.

The applicant received approval of a conditional use permit to use the subject property as a place of worship in 2022. The zoning ordinance requires a minimum 30' buffer yard from the adjacent residential use to the west of the site, which is met by the building. The code does not allow any structures, parking, offstreet loading or storage in that area. Staff has included a condition that the site plan be updated to remove the parking from that site and construct it along the east side of the entry drive where proof of parking is shown. Staff has discussed this with the applicant, who will also be providing a row of evergreens along that property boundary to add to the screening provided by the existing vegetation in that area.

Category	Required	Al Madina
Min. Front Yard Setback	30 feet	>30 feet
Min. Side Yard Setback	30 feet (principal structures) 30 feet (parking)	44 feet (principal structures) 22' feet (parking)
Min. Rear Yard Setback	10 feet	319 feet

Streets and Access

The site has historically been a residential use, with access made into the site via a gravel driveway from Bonaire Path. The applicant has provided a site plan that incorporates comments from engineering and building staff to widen the existing driveway to 22' and to incorporate a turnaround to accommodate emergency apparatus.

Parking

The applicant's plans show an occupancy of 248 people. When calculated with the Code requirement of 1 stall per 3 people, a minimum of 83 stalls are required. The applicant does not anticipate a need for much parking on the site, both based on that anticipated number of worshipers and the number of worshipers that would be able to fit in the assembly space. The applicant's plan shows an initial 17 parking stalls being constructed with the building, two of which are handicap stalls. The reflects an anticipated 51 worshipers.

The applicant has provided a proof of parking showing a total of 102 parking stalls being able to fit on the site. The nearest street parking is over 550 feet from the subject property; therefore, the applicant will need to plan for the installation of the additional parking as the number of worshipers increases to the point the parking to be built on the site cannot accommodate them.

Building Massing and Materials

The applicant's elevations show a design that generally meets the requirements for building massing through the use of vertical elements of differing materials above and below the windows. The applicant is also proposing the use of fiber cement siding on much of the building while using control joints to mimic a natural stone appearance to meet the intent of the ordinance. Other materials include rock face finishing on the foundation areas on all sides that would otherwise be cement. Staff has included images of the paneling material with the elevations to provide context.

Landscaping

The site features many mature trees that would remain following development of the proposed building and parking lot area, and the rear or southern portion of the site is heavily wooded. Existing trees that are retained count toward the required planting. Based on caliper inches, the site exceeds the minimum requirement of 53 2.5" trees. The applicant's plan also shows a total of 41 shrubs planted around the building. This exceeds the code requirement of 25 foundation plantings based on a building perimeter of 250 feet (1 foundation planting per 10 linear feet).

Utilities

The site has been historically served by well and septic, but the City's inspectors have determined that the septic system is failing. Because municipal services are available at the site, the applicant will need to connect to them as a part of the project. If the property were to ever be redeveloped, the sizes of lines traversing the site may need to be changed.

A civil and stormwater/drainage plans were reviewed as part of the prior CUP application, and the updated plans are being reviewed by staff currently. A condition requiring conformance with engineering requirements is included in the recommended action.

RECOMMENDATION

Staff is recommending approval of the site plan, subject to conditions that would bring the plan into conformance. These are related to eliminating parking within the 30' buffer yard along the western portion of the site and to provide evergreens to augment the existing vegetation along the applicant's side of the western parcel boundary. Staff is also recommending conditions related to the connection to City services and the paving the parking areas.

City Council Regular Meeting: April 19, 2022

AGENDA ITEM: Request by Al-Madina Association for a Conditional Use Permit for a Place of Worship in the R1-Low Density Residential Zoning District.	AGENDA SECTION:
PREPARED BY: Anthony Nemcek, Senior Planner	AGENDA NO.
ATTACHMENTS: Resolution; Excerpt from the March 29, 2022, Planning Commission Meeting Minutes; Site Location; Site Aerial; Site Plan; Floor Plan; Fire Marshall's Memo Dated March 25, 2022	APPROVED BY: AK
RECOMMENDED ACTION: Motion to adopt a resolution approving a Conditional Use Permit for a place of worship at 2058 Bonaire Path West.	

SUMMARY

The City Council is being asked to consider a request from the Al-Madina Association for a conditional use permit to operate a place of worship on the property located at 2058 Bonaire Path West. Places of worship are listed as a conditional use in the R1-Low Density Residential district. The applicant is proposing to repurpose an existing garage structure on the site into an assembly room. The site plan provided by the applicant demonstrates the ability to accommodate the number of parking stalls required by the City Code. While staff finds that the proposed site plan meets the requirements of the City Code for places of worship within the R1 zoning district and is recommending approval, staff's recommendation contains conditions related to the requirements of the City's building official and what would be needed to change the use of the garage structure to an assembly use. Issues such as fire suppression (sprinklers), the provision of restrooms, energy efficiency, as well as any structural requirements will need to be resolved prior to the issuance of a building permit. If the site plan changes significantly as a result of meeting the requirements of the building code, a formal site plan review will be conducted by the Planning Commission during a public hearing. The Planning Commission and staff are recommending approval of the request.

Applicant & Property Owner: Al-Madina Association
 Location: 2058 Bonaire Path West
 Area In Acres: 3.94 Acres
 Comp. Plan Designation: Low Density Residential
 Current Zoning: R1-Low Density Residential

PLANNING COMMISSION ACTION

The Planning Commission held a public hearing during its meeting on March 29 to review this request. The Commission received one public comment related to concerns about parking on nearby streets. The plans provided by the applicant meet the off-street parking requirement for the proposed use, but the site does have additional room to accommodate an expansion of parking if needed in the future. The Planning Commission asked whether a conditional use permit runs with the land or if a new property owner conducting a similar use would be required to receive a new conditional use permit. Staff explained that if

the conditions on the site remain the same, the conditional use permit would remain valid. The Commission also inquired about adjacent uses. The land immediately east and south is owned by the City, therefore no development will occur on those sides of the property. To the west is a residential parcel that extends the entire distance from Bonaire Path to Connemara Trail that may at some time be subdivided into single-family parcels, but staff has seen no indications that would occur any time in the near future. The Planning Commission voted unanimously to recommend approval of the request.

BACKGROUND

The subject property is comprised of a single parcel containing two residential structures, two garages, and two small utility sheds. The applicant is proposing to convert one of the garages into an assembly space and to use the residential structures for meeting and office purposes. The site currently is served with a private well and septic system, although the septic is failing and needs replacement. Municipal sewer and water were provided to the subject parcel in 2007, and in accordance with the City Code the property should have connected to municipal services within 10 years. Meeting this requirement by connecting to the sewer and water stubs at the property line is included as a condition of approval in staff's recommended action.

There are several concerns related to bringing the site into compliance with the State building code in order to change the use from a residence to an assembly space. These requirements relate to energy efficiency, accessibility, fire suppression, and the provision of restroom facilities inside the assembly space housed in the converted garage. These issues must be addressed prior to issuance of a Certificate of Occupancy associated with a building permit to convert the use of the buildings on the property from a residential to an assembly use.

ISSUE ANALYSIS

Although the plans for the place of worship will not expand any of the existing buildings located on the site in any manner, the proposed activity is considered a conditional use under the City's current zoning requirements. The only external work will be the paving of a parking area to provide the parking required by the zoning ordinance. Interior improvements involve remodeling the garage into an assembly space which will include any required accessibility, energy efficiency, and structural work.

Zoning

The site is zoned for LDR-Low Density Residential uses and is within the R1-Low Density Residential zoning district. A church or place of worship is specifically called out as a conditional use in the district. Overall, the expected impacts of the proposed use should be minimal compared to similar uses in the R1 zoning district given its size.

Site Plan

The applicant is not proposing any new buildings on the site, and all the structures meet the required setbacks for the zoning district. The proposed use does require off street parking in the amount of one stall per three seats in the largest assembly room. While the use of the assembly space will likely be much smaller for the applicant's specific use, the state building code identifies a maximum occupancy of 65 people. This means a total of 22 parking stalls are required. The applicant's site plan shows 27 parking stalls, which exceeds what is required by the City Code.

Conditional Use Permit

Legal Authority. Conditional use permits (CUP) are considered quasi-judicial actions. In such cases, the City is acting as a judge to determine if the regulations within the Comprehensive Plan, Zoning Ordinance and Subdivision Ordinance are being followed. Generally, if the application meets these requirements it must be approved.

Purpose. The purpose of conditional use permits is to allow for those uses which are not generally suitable by right within a given zoning district but may be suitable under some circumstances. The burden of demonstrating the proposed use meets the criteria for granting a conditional use permit and meeting all applicable standards lies with the applicant.

As a conditional use, a place of worship located within the R1-Low Density Residential zoning district is required to meet the following condition in order to be permitted:

- 1. The property must have direct access onto an arterial or collector street or access to a local street within five hundred feet (500') of the local street's intersection with an arterial or collector street.**

The subject property has direct access onto Bonaire Path West, which is designated as a collector street in the City's Comprehensive Plan. In addition to that district-specific condition, the proposed place of worship is also subject to the general CUP standards outlined in Section 11-10-7. These standards evaluate the City's land use and zoning performance standards and the potential impact of the proposed use on the surrounding neighborhood; draft findings for each are provided below.

- 1. Will not be detrimental to or endanger the public health, safety, or general welfare of the neighborhood or the city.**

Finding: The proposed place of worship will not be detrimental to the public health, safety, or general welfare of the neighborhood or the City of Rosemount. Because no new structures are being proposed at this time, the use will have an appearance similar to other permitted residential uses. Other than the addition of an area for parking located behind existing structures on the site, no additional changes to the site are proposed, and all activity will be contained within the existing structure.

- 2. Will be harmonious with the objectives of the comprehensive plan and city code provisions.**

Finding: The subject property is designated LDR-Low Density Residential and is zoned R1-Low Density Residential. The City Code lists places of worship as a conditional use in that district, subject to the standard described above related to access along a collector or arterial street.

- 3. Will be designed, constructed, operated, and maintained so as to be compatible or similar in an architectural and landscape appearance with the existing or intended character of the general vicinity and will not change the essential character of that area, nor substantially diminish or impair property values within the neighborhood.**

Finding: There are no significant changes planned to the exterior of any of the buildings. And the essential character of the vicinity will be maintained. The applicant is proposing adding off-street parking as required by the City Code.

- 4. Will be served adequately by existing (or those proposed in the project) essential public facilities and services, including streets, police and fire protection, drainage, structures, refuse disposal, water and sewer systems and schools.**

Finding: The existing industrial building is served adequately by existing essential public facilities and services. The applicant will be required to connect to City sewer and water which is provided to the site, and the existing, failing septic system will be decommissioned.

5. **Will not involve uses, activities, processes, material equipment and conditions of operation that will be hazardous or detrimental to any persons, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors.**

Finding: The proposed use will not generate any additional external impacts such as those listed above. The closest single-family residential structure is 450 feet from the proposed use. To the east and south of the subject parcel is a park and Fire Station 2, respectively.

6. **Will have vehicular ingress and egress to the property which does not create traffic congestion or interfere with traffic on surrounding public streets.**

Finding: All existing vehicular ingress and egress will remain as presently located on the site and comply with the City access spacing and design requirements.

7. **Will not result in the destruction, loss or damage of a natural, scenic, or historic feature of major importance and will comply with all local, state, and federal environmental quality standards.**

Finding: The proposed use will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance and will comply with all local, state, and federal environmental quality standards.

8. **These standards apply in addition to specific conditions as may be applied throughout this code.**

Finding: The zoning ordinance requires the property to have direct access to an arterial or collector street or access to a local street within five hundred feet (500') of the local street's intersection with an arterial or collector street. The subject parcel's location on Bonaire Path meets this requirement.

CONCLUSION

Planning Commission and staff recommends approval of a conditional use permit to establish a place of worship within an existing building at 2058 Bonaire Path West. While staff finds that the requirements of the zoning ordinance are met by the applicant's proposal, there are significant concerns that the requirements of the state building code will not be able to be met with by the applicant's plan to convert the existing garage into an assembly space. Therefore, staff is recommending the approval of this conditional use permit subject to the applicant received a building permit that meets those requirements as well as other requirements of the City Code related to the connection of the site to municipal services.

City Council Regular Meeting: July 2, 2024

AGENDA ITEM:	Request by Maplewood Development for preliminary and final plat approval for Amber Fields 17th Addition to create 99 single-family lots.	AGENDA SECTION:	CONSENT AGENDA
PREPARED BY:	Alysha Grant, Community Development Technician	AGENDA NO.	6.g.
ATTACHMENTS:	Resolution, Site Location, Existing Conditions, Site Plan, Phasing Plan, Grading & Drainage Plan, Erosion Control Plans, Utility Plan, Landscape Plan, Engineer's Memo Dated June 20, 2024, Parks and Recreation Director's Memo Dated June 14, 2024, Subdivision Agreement	APPROVED BY:	LJM
RECOMMENDED ACTION: Motion to adopt a resolution approving the Amber Fields 17th Addition Preliminary and Final Plat, subject to conditions. Motion to approve the Amber Fields 17th Addition subdivision agreement and authorize the Mayor and City Clerk to enter into the agreement.			

BACKGROUND

Owner:	Earl Street Partners II, LLC.
Preliminary Plat Acres:	31.56 Acres
Met Council Net Acres:	31.56 Acres
Residential Lots Created:	99 Single Family Lots
Gross Density:	3.14 Units/Acre
Net Density:	3.14 Units/Acre
Comprehensive Plan Guiding:	MUR-Mixed Use Residential
Current Zoning:	R1 PUD – Low Density Residential Planned Unit Development

The City Council is being asked to consider a request by Maplewood Development for approval of the preliminary and final plats for Amber Fields 17th Addition to create 99 single-family residential lots. This addition is one of eight different single-family lot subdivisions that are planned within the Amber Fields Development area. Staff is recommending approval of the requests by the developer, subject to the conditions included in the recommended action and the Engineer's Memo dated June 20, 2024. The present applications are a resubmittal, differing from the first submittal approved by the City Council from the April 16, 2024 meeting.

PLANNING COMMISSION ACTION

The Planning Commission reviewed the applicant's requests at its meeting on June 25, 2024, at which a public hearing was held to receive any comments or concerns. No public comments were received

prior to or during the meeting. The Commission asked staff about the required tree plantings within the overall Amber Fields area, in which staff verified that the majority of the required caliper inches to be planted (per the Planned Unit Development agreement) will be within the central park area. The Commission voted unanimously to recommend the City Council approve the preliminary and final plats.

SUMMARY

These plans are the latest step in a long process of planning for the development within UMore Park. The developer received Planned Unit Development approval with Rezoning from the City Council at its September 7, 2021, meeting. The Planned Unit Development anticipated roughly 1,959 residential units, which were to include a mixture of housing types such as single-family lots, townhome lots, and multifamily lots. There are a total of 16 Amber Fields additions that have been approved by the City Council. Preliminary Plat Areas that have been approved by City Council include Amber Fields 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 13th, 14th and 15th additions with additions 9th, 10th, 11th, and 12th, 16th, and 18th being the remaining areas of the designated preliminary plat areas that are shown in the table below. There has been a total of 1,865 housing units approved so far within the Amber Fields Development Area and the table below shows the breakdown of units that have been approved per addition.

Amber Field Additions	Housing Type	Total Units	Approved by City Council
Amber Fields 2nd, 12th, and 16th Additions	Single Family and Townhome	301 units	May 2022, September 2023, and March 2024
Amber Fields 3rd and 11th Additions	Townhome	182 units	June 2022 and September 2023
Amber Fields 4th and 9th Additions	Single Family	108 units	July 2022 and April 2023
Amber Fields 5th and 10th Additions	Single Family	124 units	July 2022 and April 2023
Amber Fields 6th Addition	Multifamily	268 units	July 2022
Amber Fields 7th Addition	Multifamily	250 units	August 2022
Amber Fields 8th Addition	Multifamily	160 units	December 2022
Amber Fields 13th Addition	Single Family	65 Units	October 2023
Amber Fields 14th Addition	Townhome	174 units	February 2024
Amber Fields 15th Addition	Single Family	167 units	February 2024
Amber Fields 18th Addition	Single Family	66 units	June 2024

The developer is proposing 99 single-family lots throughout the 31.56-acre section of the Amber Fields development area. This addition is located in the south-central portion of the development area, in between Amber Fields 16th Addition and Amber Fields 13th and 14th Additions plats. The Amber Fields 17th Addition subdivision is planned to be built in two phases; the first phase will be in the eastern portion of the site and will consist of 50 lots, and the second, final phase will be the remaining western portion of the site and will contain the remaining 49 lots proposed for the site. The approved plans for Amber Fields 17th Addition in March 2024 were for 120 smaller-width lots to be built out in three phases originally.

ISSUE ANALYSIS

Legal Authority

Preliminary and Final Plat requests are quasi-judicial decisions for the Planning Commission, meaning that the Planning Commission is acting as a judge to determine if the regulations within the Comprehensive Plan, Zoning Ordinance and Subdivision Ordinance are being followed. Generally, if the proposed plats meet the ordinance requirements, it must be approved.

General Subdivision Design

The preliminary plat area is located in the south-central portion of the Amber Fields development, an area located east of the proposed Amber Fields 16th Addition and west of the preliminary plat areas of Amber Fields 13th and 14th Additions. The preliminary plat area is shown to have two access roads into the site. The sites eastern access road will be constructed first with the first phase and the western access road will be constructed later on with the second phase of the addition. There will be two looped roads throughout the site with two internal roads that will connect the two looped roads within the central portion of the preliminary plat area. Two road extensions to the southern property boundary are shown for future connections to development that may occur to the south of the site. A temporary cul-de-sac will be constructed at the end of the eastern extension. There is a temporary cul-de-sac shown for the western extension as a condition of the first approval of Amber Fields 17th Addition in March 2024.

There are eight outlots shown throughout the plat area. Four of these outlots will be buffer areas between the adjacent Amber Fields Additions. One of the outlots is reserved for future connection to the central park area, which is shown to be being constructed with the second phase of development.

Land Use and Zoning

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

Category	Required (Amber Fields PUD)	Amber Fields 17 th Addition
Min. Lot Area (sf)	5,400 (interior) 7,200 (corner)	7,800 (interior) 10,200 (corner)
Min. Lot Width	45 ft. (interior) 55 ft. (corner)	65 ft. (interior) 85 ft. (corner)
Min. Front Yard Setback	25 ft	25 ft.
Min. Side Yard Setback	10 ft. dwelling/5 ft. garage/20 ft. corner (55- and 65-ft. wide lots)	10 ft dwelling/5 ft. garage/20 ft corner

Min. Rear Yard Setback	20 ft.	20 ft.
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During the city's review of the development plans for Amber Fields 17th Addition, comments were made by the city's building official/fire marshal regarding structures within the side yard drainage and utility easement area. The city's building department has run into issues with AC units being placed within the 5-foot side yard setback area, which no structures are allowed to be placed within any easement areas per the city code. A condition of approval will be included that emphasizes that no structures are allowed to be placed within any easement areas located throughout the site.

Phasing

The applicant has provided a phasing plan that shows development initially occurring in the eastern portion of the preliminary plat area. This area will contain 50 lots of the proposed 99 single-family lots. The eastern access road into the site will be constructed within this phase along with portions of two roads that will eventually loop in between the site and an internal road that will connect the two roads. The second phase will consist of the remaining western portion of the site and will contain 49 lots along with further extension and completion of the two looped roads, an additional internal road that will connect between the two, and the second access road. The second access road to the site will connect the site to the Amber Fields 16th Addition.

Streets and Sidewalk System

There will be two accesses into the preliminary plat area with one of the access roads coming from east of the site and the other coming from the west. The eastern access road will come from Akron Ave which Amber Fields 13th and 14th additions will use and the western access point comes from Amber fields 2nd and 16th additions. The eastern access road will be constructed with the first phase of development of this site. There are two east to west roads that loop throughout the development area called Ardcurra Row and Ardara Ridge Rd and two north to south roads that connect the two lopped roads internally.

There are two extension sections off of Ardara Ridge Rd that extend to the southern property boundary for connection to future development that may occur to the south of the Amber Fields development area. The eastern extension shows to have temporary cul-de-sacs built at the end of Ardcurra Row and the south and western ends of Ardara Ridge Road before the second phase is built out. The western extension shows a temporary cul-de-sac at the southwest end of Ardara Ridge Road. The western extension won't be constructed until the second phase of development.

Parks

The city's Park and Recreation department reviewed the submitted development plans and have provided review comments in the attached memorandum. The Parks and Recreation department is recommending that there is no park dedication requirement for this phase of Amber fields as park dedication for this addition will be met through developer installed improvements which will be outlined in the subdivision agreement.

Preservation and Landscaping

A tree inventory was conducted for the overall Amber Fields development area, and a total of 1,983

caliper inches of trees were identified for replacement following the formula laid out in the City Code. A total of 545 caliper inches of trees as mitigation has been provided thus far throughout the Amber Fields development area. The original approval of Amber Fields 17th Addition planned for 170 trees to be planted (99.5 caliper inches), calculated for 120 lots. This addition for 99 lots will instead add 10 caliper inches to that total. Thus, 1,428 caliper inches of trees are still needed as replacements throughout the remaining phases of Amber Fields. The applicant is aware that the remainder of the caliper inches of trees will need to be replaced and staff are confident this will be met as development continues.

The landscaping plan provided by the applicant shows a total of 119 trees to be planted throughout the preliminary plat area. The city code requires one tree per lot/frontage in the R1 and R2 zoning districts, totaling to 115 trees required, which the landscape plan meets. Trees are shown on the landscape plan throughout the site within the open areas, along the frontages of the lots and along the main access roads into and out of the site. A total of 119 trees will be planted within this development, therefore a landscaping surety in the amount of \$39,270 (119 trees x \$300 plus 10%) is required as a condition of approval.

Utilities

The site will be served by sanitary sewer and water that will be located within both the connection road coming from the east where Amber Fields 13th and 14th additions are located and west where Amber Fields 16th addition is located. The sanitary sewer and water system will extend throughout the internal roads within the preliminary plat area. Stormwater is managed across the entire site with detention and retention ponds located in the central open area of Amber Fields.

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

Final Plat

Standards for reviewing subdivision requests are detailed in Title 12 of the Rosemount City Code. This section of the code outlines the two-step preliminary and final plat process for land subdivision. The final plat for Amber Fields 17th Addition contains 50 single-family lots within the eastern portion of the site. The remaining land that will be developed later on is outlotted as Outlot C. The final plat also shows the connection road into the site called Aster Blvd. The eastern portions of the looped roads called Ardara Ridge Rd and Ardcurra Row are shown on the final plat, as well as the internal connection road to the two looped roads called Ardmullivan Ln. There are two outlots shown throughout the final plat in which Outlot A and B is open land that is adjacent to the Amber Fields 13th and 14th Additions. Staff finds the Final Plat is consistent with the Preliminary Plat and meets the requirements of the Zoning Ordinance.

RECOMMENDATION

The Planning Commission and City Staff are recommending approval of the preliminary and final plats for Amber Fields 17th Addition, subject to conditions stated in the resolution and contained within the Engineer's memorandum dated June 20, 2024. The recommendation is based on information provided by the applicant and reviewed in this report.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2024-XX

**A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLATS
FOR AMBER FIELDS 17TH ADDITION**

WHEREAS, Maplewood Development Inc. (Applicant) has submitted applications to the City of Rosemount for Preliminary and Final Plats concerning property legally described as follows:

Outlot N, AMBER FIELDS, according to the recorded plat thereof, Dakota County, Minnesota.

WHEREAS, on June 25, 2024, the Planning Commission of the City of Rosemount reviewed the Preliminary and Final Plats for Amber Fields 17th Addition; and

WHEREAS, on June 25, 2024, the Planning Commission recommended approval of the Preliminary and Final Plats for Amber Fields 17th Addition, subject to conditions; and

WHEREAS, on July 2nd, 2024, the City Council of the City of Rosemount reviewed the Planning Commission's recommendation and the Preliminary and Final Plats for Amber Fields 17th Addition.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Rosemount hereby approves the Preliminary and Final Plats for Amber Fields 17th Addition, subject to the following conditions:

1. Execution of a Subdivision Agreement.
2. Conformance with all requirements of the City Engineer as detailed in the attached memorandum dated June 20, 2024.
3. No structures are allowed within any easement areas.
4. Payment of \$39,270 as a landscape surety.
5. Compliance with the conditions and standards within the Parks and Recreation Director's memorandum dated June 14, 2024
6. Payment of trunk area charges in the amount of:
 1. Sanitary Sewer Trunk Charge: \$1,075/acre
 2. Watermain Trunk Charge: \$6,500/acre
 3. Storm Sewer Trunk Charge: \$6,865/acre

ADOPTED this 2nd day of July 2024, by the City Council of the City of Rosemount.

Jeffery D. Weisensel, Mayor

ATTEST:

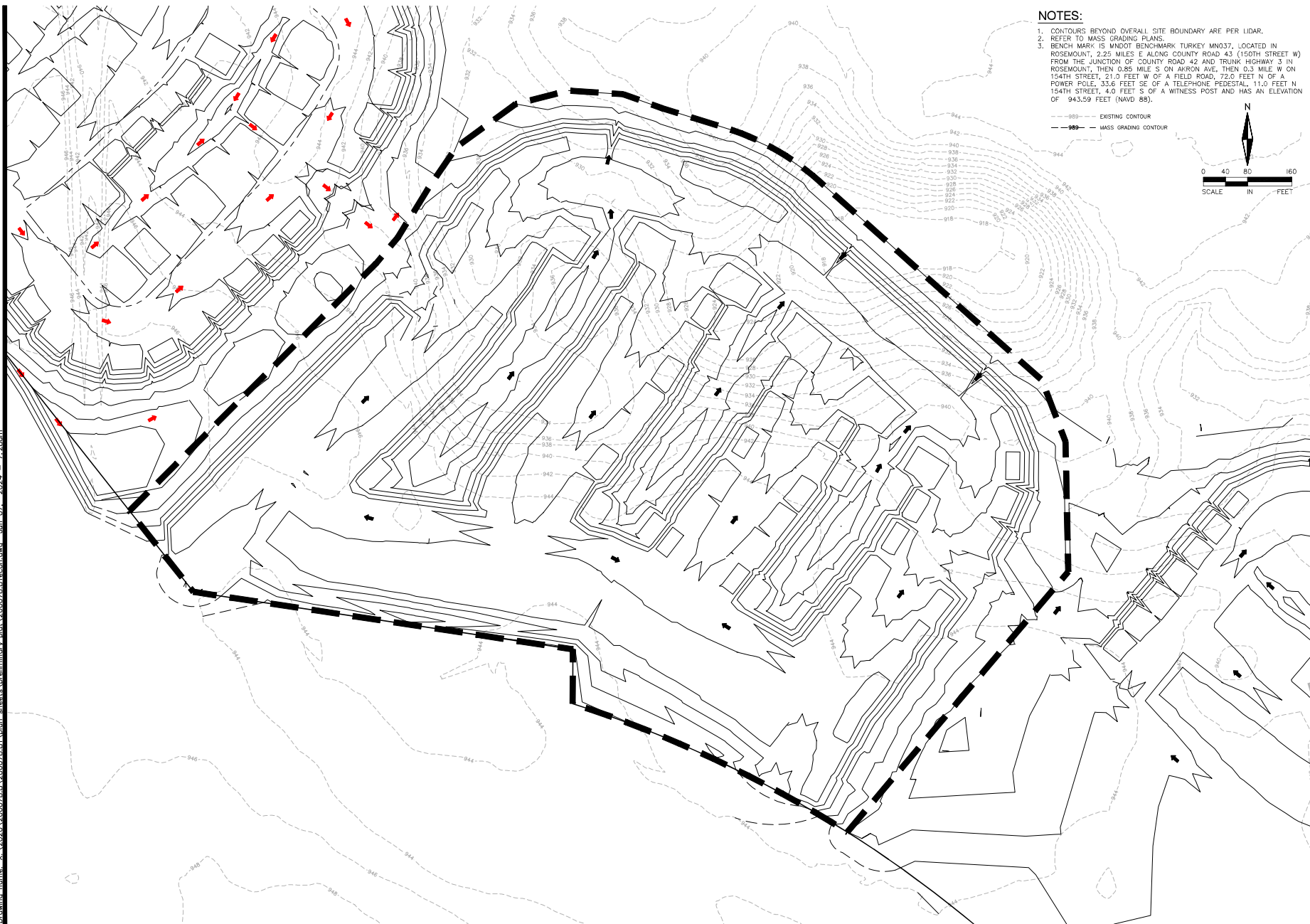
Erin Fasbender, City Clerk

Site Location



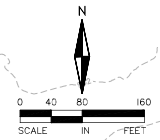
Outlet N, AMBER FIELDS, according to the recorded plat thereof, Dakota County, Minnesota

Drawing name: X:\2020\200078 BL\plan_sheets\preliminary.dwg, 200078 BL\plan_sheets.dwg, Jun 07, 2024 - 7:28am



NOTES:
1. CONTOURS BEYOND OVERALL SITE BOUNDARY ARE PER LIDAR.
2. REFER TO MASS GRADING PLANS.
3. BENCH MARK IS MNDOT BENCHMARK TURKEY MN037, LOCATED IN ROSEMOUNT, 2.25 MILES E ALONG COUNTY ROAD 43 (150TH STREET W) FROM THE JUNCTION OF COUNTY ROAD 42 AND TRUNK HIGHWAY 3 IN ROSEMOUNT, THEN 0.85 MILE S ON AKRON AVE, THEN 0.3 MILE W ON 154TH STREET, 21.0 FEET W OF A FIELD ROAD, 72.0 FEET N OF A POWER POLE, 33.6 FEET SE OF A TELEPHONE PEDESTAL, 11.0 FEET N 154TH STREET, 4.0 FEET S OF A WITNESS POST AND HAS AN ELEVATION OF 943.59 FEET (NAVD 88).

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



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

Maplewood Development, Inc.

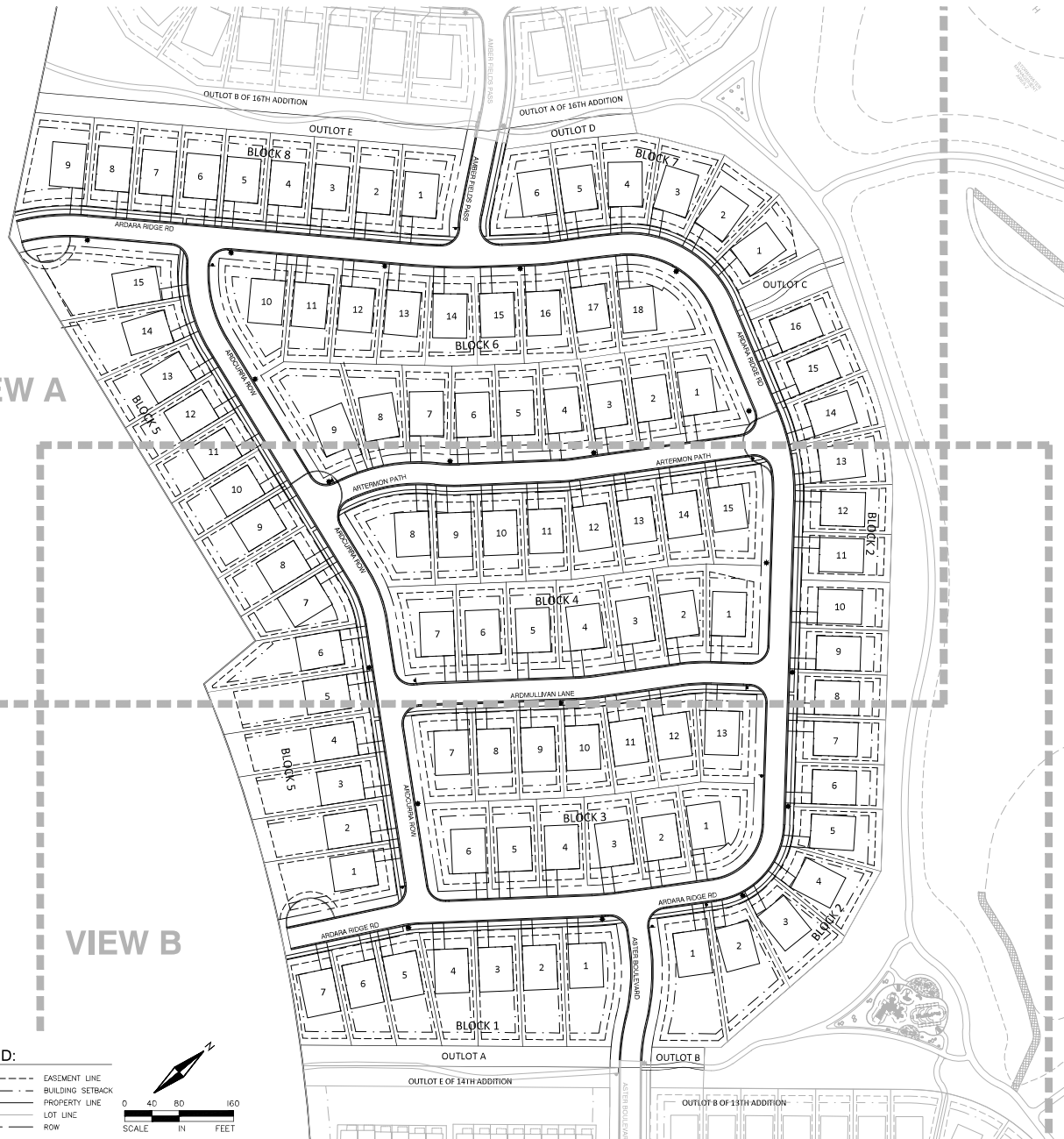
AMBER FIELDS - 17TH ADDITION
ROSEMOUNT, MINNESOTA
PRELIMINARY PLAT SUBMITTAL
EXISTING CONDITIONS PLAN

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

DATE	ISSUE
6-7-24	CITY SUBMITTAL

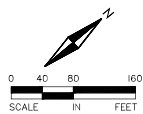
PROJECT TEAM DATA
DESIGNED: CW
DRAWN: LJ
PROJECT NO: 220-0078.01

VIEW A



LEGEND:

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



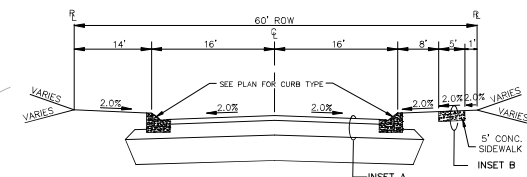
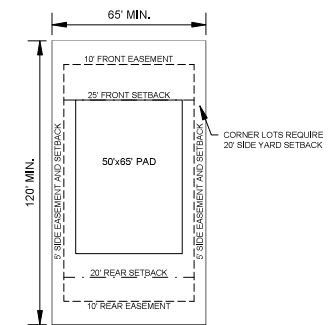
LOT DATA:

<u>LOT TYPE</u>	
65' WIDE	99 UNITS
<u>PRIMARY STRUCTURE SETBACKS</u>	
SITE PERIMETER (SOUTH)	10 FT
FRONT	25 FT
SIDE	5 FT
SIDE (ROW)	20 FT
REAR	20 FT

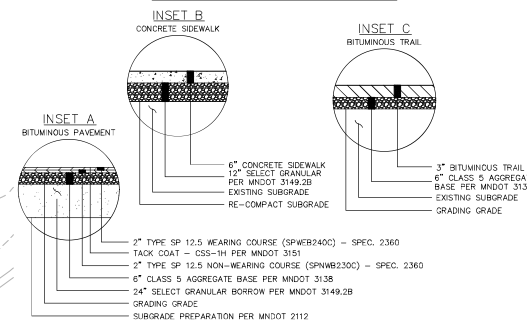
SITE PLAN NOTES:

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

LOT DETAIL



TYPICAL 60' ROW ROAD SECTION

**ALLIANT**

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



AMBER FIELDS - 17TH ADDITION

ROSEMOUNT, MINNESOTA

PRELIMINARY PLAT SUBMITTAL

SITE PLAN OVERALL

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

Date _____ License No. _____

QUALITY ASSURANCE/CONTROL

BY _____ DATE _____

DATE	ISSUE
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6-7-24	CITY SUBMITTAL
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DESIGNED: CW

DRAWN: LJ

PROJECT NO: 220-0078.B1

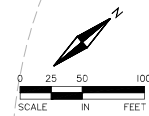
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SHEET / of 26

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Suite 700
Minneapolis, MN 55402
612.758.3080
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AMBER FIELDS - 17TH ADDITION
ROSEMOUNT, MINNESOTA
PRELIMINARY PLAT SUBMITTAL
SITE PLAN VIEW A

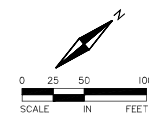
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DATE	DATE
BY	DATE
DATE	ISSUE
6-7-24	CITY SUBMITTAL

PROJECT TEAM DATA
DESIGNED: CW
DRAWN: LJ
PROJECT NO: 220-0078.01

8

SHEET 8 of 26



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AMBER FIELDS - 17TH ADDITION

ROSEMOUNT, MINNESOTA

PRELIMINARY PLAT SUBMITTAL

SITE PLAN VIEW B

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CLARK WICKLUND, PE

Date _____ License No. _____

QUALITY ASSURANCE / CONTROL

QUALITY ASSURANCE/CONTROL

BY _____ DATE _____

DATE	ISSUE
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6-7-24	CITY SUBMITTAL
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PROJECT TEAM DATA

DESIGNED:	CW
DRAWN:	...

PROJECT NO: 220-0078 B1

PROQUEST NO: 226-0070181

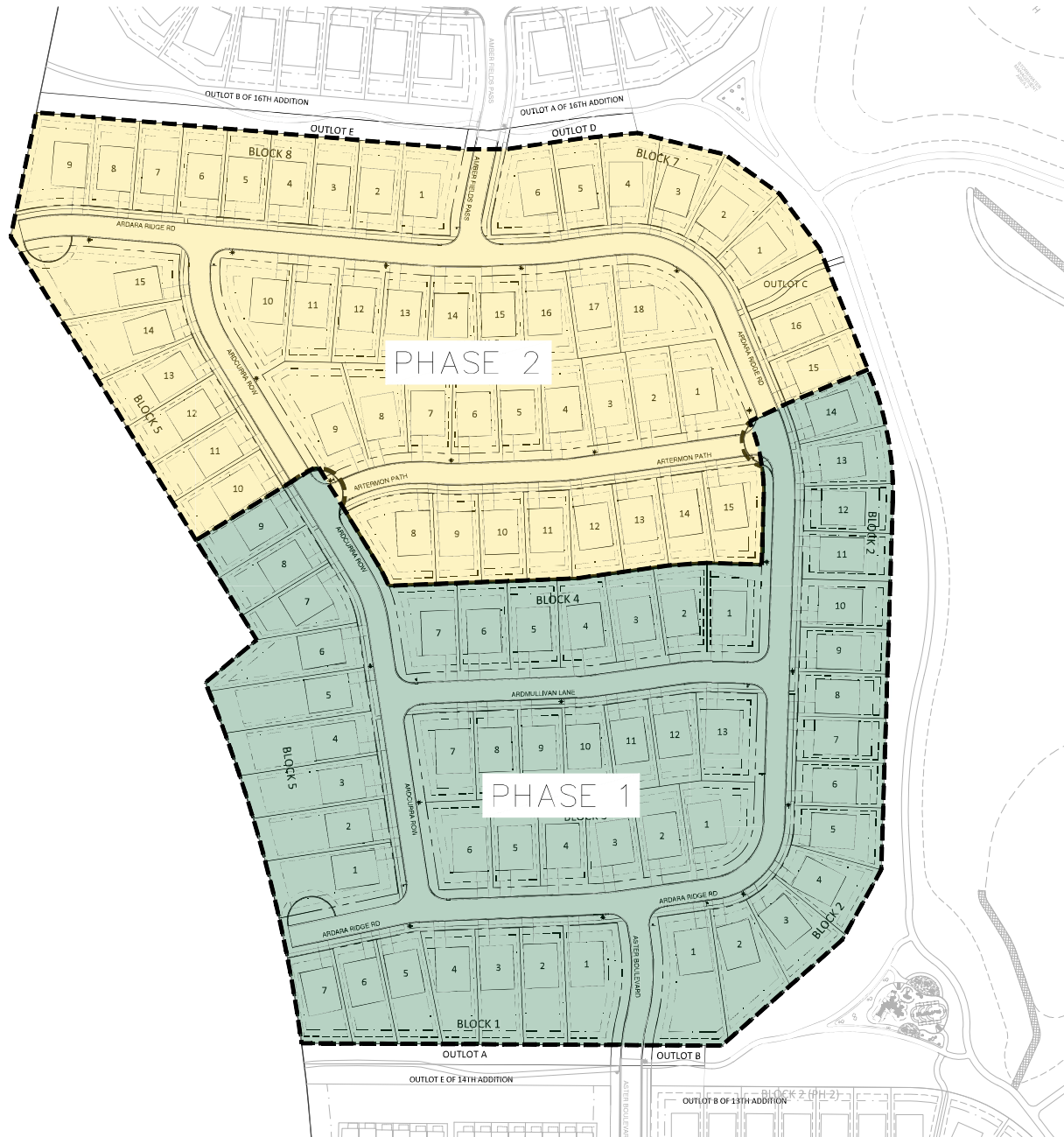
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SHEET 9 of 26

Drawing name: X:\2020\200078 BL\200078 BL\plan_sheets\preliminary\p1\200078 BL\phs.dwg Jun 07, 2024 - 7:29am



LEGEND:

- EASEMENT LINE
- BUILDING SETBACK
- PROPERTY LINE
- LOT LINE
- ROW
- PHASE 1 - 50 LOTS
- PHASE 2 - 49 LOTS

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AMBER FIELDS - 17TH ADDITION
ROSEMOUNT, MINNESOTA
PRELIMINARY PLAT SUBMITTAL
PHASING PLAN

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DATE: 6-7-24
ISSUE: CITY SUBMITTAL

PROJECT TEAM DATA
DESIGNED: CW
DRAWN: LJ
PROJECT NO: 220-0078.B1

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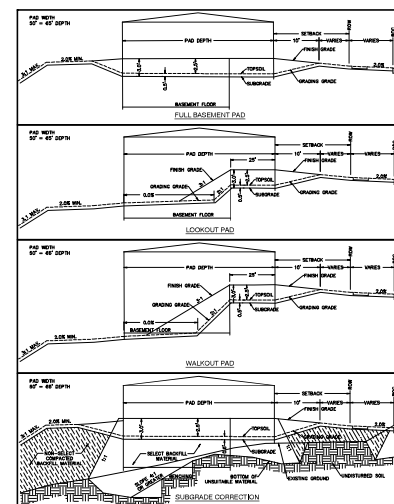
SHEET 6 of 26

VIEW B



GRADING NOTES:

1. ALL FINISHED GRADES SHALL SLOPE AWAY FROM PROPOSED BUILDINGS
AT MINIMUM GRADE OF 2.0%. ALL SLOPES SHALL HAVE A MINIMUM SLOPE OF 2.00% UNLESS NOTED OTHERWISE.
2. THE CONTRACTOR SHALL KEEP THE ADJACENT ROADWAYS FREE OF DEBRIS AND PREVENT THE OFF-SITE TRACKING OF SOIL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY, WATERSHED AND NPDES PERMIT.
3. NOTIFY OTHER STATE ONE CALL AT (800) 252-1166 48 HOURS PRIOR TO START OF CONSTRUCTION.
4. ALL IMPROVEMENTS TO CONFORM WITH CITY OF ROSEMOUNT STANDARD CONSTRUCTION SPECIFICATIONS, LATEST EDITION.
5. ROCK CONSTRUCTION ENTRANCES SHALL BE PROVIDED AT ALL CONSTRUCTION ACCESS POINTS.
6. REFER TO GEOTECHNICAL REPORT AND PROJECT MANUAL FOR SOIL CORRECTION REQUIREMENTS AND TESTING REQUIREMENTS.
7. STRIP TOPSOIL PRIOR TO ANY CONSTRUCTION, REUSE STOCKPILE ON SITE. STOCKPILE PERMITTERS MUST BE OBTAINED. TOPSOIL STOCKPILE SHALL BE USED IF IT MEETS CITY SPECIFICATIONS AS DETERMINED BY CITY ENGINEER OR THEIR REPRESENTATIVE.
8. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR PAVEMENT SHALL BEGIN UNTIL THE CONTRACTOR HAS BEEN THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
9. IMMEDIATELY FOLLOWING GRADING OF (3:1 OR GREATER) SLOPES AND DRAINAGE SWALES, WOOD FIBER BLANKET OR GEOTEXTILE COVERED WITH TOPSOIL (APPROVED BY ENGINEER) SHALL BE APPLIED OVER APPROVED SEED MIXTURE AND A MINIMUM OF 6" TOPSOIL.
10. THE GENERAL CONTRACTOR MUST DISCUSS DRAINAGING PLANS WITH ALL SUBCONTRACTORS TO VERIFY NPDES PERMIT REQUIREMENTS. IF DRAINAGING IS REQUIRED DURING CONSTRUCTION, CONTRACTOR SHOULD CONSULT WITH EROSION CONTROL SPECIALIST FOR DRAINAGE NETWORK TO DETERMINE APPROPRIATE METHOD OF DRAINAGE.
11. REFER TO GRADING AND DRAINAGE AND EROSION AND SEDIMENT CONTROL PLAN FOR ALL EROSION AND SEDIMENT CONTROL MEASURES.
12. BUILDING PERMITS ARE REQUIRED FOR ALL RETAINING WALLS 4 FEET IN HEIGHT OR GREATER AND SHALL BE DESIGNED BY A STRUCTURAL ENGINEER AND THE DESIGN REVIEWED AND APPROVED BY THE CITY PRIOR TO THE START OF CONSTRUCTION 30' MINIMUM FROM THE ADJACENT SIDEWALK OR INSTALLATION OF A 42" SAFETY RAILING.
13. PROPOSED DRIVEWAY GRADIENTS ARE 3% MINIMUM AND 10% MAXIMUM.
14. ANY MODIFICATION TO HOMES AT TIME OF BUILDING PERMIT APPLICATION THAT DEVIATES FROM THIS GRADING PLAN MUST BE SUBMITTED TO AND APPROVED BY THE CITY OF ROSEMOUNT.
15. ONE STEP IS EQUAL TO 0.67 FEET.
16. GEOTECHNICAL ENGINEER TO BE PRESENT DURING EXCAVATION OF ALL PRETREATMENT AND FILTRATION BASINS. GEOTECHNICAL ENGINEER TO PROVIDE RECOMMENDATION FOR BASIN LINERS WHICH MAY EXCEED 2' MINIMUM OF COVER PER CIVIL ENGINEERING PLANS. GEOTECHNICAL ENGINEER TO NOTIFY THE CITY OF ROSEMOUNT AND CONTRACTOR IF ACTIVE WORK IS DISCOVERED DURING CONSTRUCTION AND PROVIDE APPROPRIATE RECOMMENDATION.
17. A GRADING AS-BUILT SURVEY MUST BE SUBMITTED TO CITY STAFF (PER LAND DISTURBANCE REQUIREMENTS) PRIOR TO ANY UTILITY AND STREET IMPROVEMENT CONSTRUCTION.
18. 6" OF TOPSOIL TO BE SPREAD OVER DISTURBED AREAS TO REDUCE LONG TERM WATER USE FOR IRRIGATION AND IMPROVE STORMWATER RUNOFF QUALITY.
19. PROPOSED INFILTRATION AND PONDING AREAS SHALL BE PROTECTED THROUGHOUT CONSTRUCTION TO PREVENT COMPLETION OF SOILS AND SEDIMENTATION.
20. ALL MASS SITE GRADING ACTIVITIES SHALL BE COMPLETED AND A GRADING AS-BUILT SURVEY SUBMITTED TO CITY STAFF. LAND DISTURBANCE REQUIREMENTS REGARDING PRIOR TO ANY UTILITY AND STREET IMPROVEMENTS BEING CONSTRUCTED ON SITE AND/OR RELEASE OF LAND DISTURBANCE REQUIREMENTS.
21. EXISTING CONDITIONS ARE PER THE MASS GRADING PHASE 3 PLANS AND AIRVON AVENUE CONSTRUCTION PLANS.



LEGEND:

- FRONT OF PAD
 (84.3)
 W
 (976.5)
 (976.5)
 GARAGE FLOOR ELEVATION
 ADDITIONAL REQUIRED STEPS
 BEYOND TYPICAL 0.67 SLOPE
 HOUSE PAD TYPE
 LOWEST FLOOR ELEVATION
 REAR ELEVATION
- 989 --- EXISTING CONTOUR
 --- 989 --- MASS GRADING CONTOUR
 --- 989 --- PROPOSED ADJACENT PROJECT CONTOUR
 --- 989 --- PROPOSED PROJECT CONTOUR
 xECF 972.44
 1.0%
 DIRECTION OF DRAINAGE
 EMERGENCY OVERFLOW ROUTING

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AMBER FIELDS - 17TH ADDITION

ROSEMOUNT, MINNESOTA

PRELIMINARY PLAT SUBMITTAL

GRADING AND DRAINAGE PLAN OVERALL

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CLAR. NICKLAND. PE

Date _____ License No. _____

QUALITY ASSURANCE/CONTROL

BY _____ DATE _____

DATE	ISSUE
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11/1/81	2
11/1/82	3
11/1/83	4
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11/1/79	100

6-7-24	CITY SUBMITTAL
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PROJECT TEAM DATA

DESIGNED: CW

DRAWN: LJ
PROJECT NO: 220-0078-B1

PROJECT NO: 220-0078.B1

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19

SHEET 10 of 26

SHEET 10 OF 20

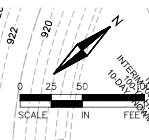
Page 120 of 25

Page 129 of 235

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LEGEND:

- EXISTING CONTOUR
- MASS GRADING CONTOUR
- PROPOSED ADJACENT PROJECT CONTOUR
- PROPOSED PROJECT CONTOUR



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AMBER FIELDS - 17TH ADDITION
ROSEMOUNT, MINNESOTA
PRELIMINARY PLAT SUBMITTAL
GRADING AND DRAINAGE PLAN VIEW A

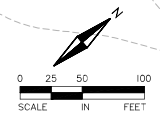
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DATE	ISSUE
6-7-24	CITY SUBMITTAL

PROJECT TEAM DATA
DESIGNED: CW
DRAWN: LJ
PROJECT NO: 220-0078.01

11

SHEET 11 of 26



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AMBER FIELDS - 17TH ADDITION
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GRADING AND DRAINAGE PLAN VIEW B

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BY	DATE
DATE	ISSUE
6-7-24	CITY SUBMITTAL

PROJECT TEAM DATA
DESIGNED: CW
DRAWN: LJ
PROJECT NO: 220-0078.91

12
SHEET 12 of 26

LEGEND:
--- EXISTING CONTOUR
--- MASS GRADING CONTOUR
--- PROPOSED ADJACENT PROJECT CONTOUR
--- PROPOSED PROJECT CONTOUR

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Drawing name: X:\2020\200078 BL\200078 BL\plan_sheets\preliminary.dwg Date: 07/20/2024 Time: 7:37pm

VIEW A

VIEW B

NOTE TO CONTRACTOR:

THE MASS GRADING CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ALL EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs) AS SHOWN IN AMBER FIELDS MASS GRADING SWPPP (EXCEPT FOR POST GRADE BMPs NEEDED AFTER UTILITY CONSTRUCTION ACTIVITY). THE BMPs ARE TO BE INSTALLED AT A MINIMUM AS SHOWN IN THE PLAN. IF CONDITIONS ARISE, ADDITIONAL BMP SUPPLEMENTATION TO PREVENT SITE EROSION OR SEDIMENT TRANSPORT MAY BE NECESSARY. THE MASS GRADING CONTRACTOR IS RESPONSIBLE FOR ALL BMPs REQUIRED TO COMPLETE THE MASS GRADING ACTIVITIES AND SUBSEQUENT TEMPORARY SOIL STABILIZATION NECESSARY TO PREPARE SITE FOR STREET AND UTILITY CONSTRUCTION AND HOME BUILDING. AT THE COMPLETION OF MASS GRADING WORK AND SATISFACTORY SOIL STABILIZATION, THE DEVELOPER AND MASS GRADING CONTRACTOR SHALL COORDINATE THE TRANSFER OF NPDES PERMIT RESPONSIBILITIES TO THE STREET AND UTILITY CONTRACTOR AND THE CITY.

THE STREET AND UTILITY CONTRACTOR AND CITY WILL THEN ASSUME THE RESPONSIBILITY TO PROVIDE INSPECTION AND MAINTENANCE OF ANY IN-PLACE BMPs AS WELL AS INSTALL THE ADDITIONAL BMPs REQUIRED IN THE STREET AND UTILITY CONSTRUCTION AND HOME BUILDING. AT THE COMPLETION OF STREET AND UTILITY CONSTRUCTION, THE STREET AND UTILITY CONTRACTOR SHALL REMOVE ANY BMPs INSTALLED DURING THE STREET AND UTILITY PHASE THAT ARE NO LONGER REQUIRED AND COORDINATE THE TRANSFER OF NPDES PERMIT CITY-APPROVED BACK TO THE DEVELOPER OR TERMINATE THE PORTION OF THE NPDES PERMIT TRANSFERRED TO THE CITY AND THEIR CONTRACTOR.

NOTES:

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

CONSTRUCTION SEQUENCING:

MASS GRADING PHASE:

1. INSTALL STABILIZED CONSTRUCTION ENTRANCES.
2. PREPARE TEMPORARY PARKING AND STORAGE AREA.
3. INSTALL THE PRE-GRADING SILT FENCES AND INLET PROTECTION BMPs ON THE SITE.
4. CONSTRUCT ALL PRE-GRADING EROSION AND SEDIMENTATION CONTROL BMPs.
5. COMPLETE MASS GRADING AND INSTALL TEMPORARY AND PERMANENT SEEDING AND MANTING.
6. CONSTRUCT POST-GRADING SILT FENCE ON THE SITE.

STREET & UTILITY PHASE:

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

SWPPP BMP QUANTITIES (PER PLAN):

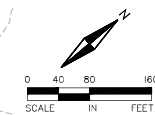
DISTURBED AREA	30.91 AC
SILT FENCE	4,929 LF
INLET PROTECTION	45 EA
SEED/SOIL POST GRADING AREA	1.90 AC

CONTRACTOR:

SEDIMENT BARRIERS	PERMANENT SEED MIX/STABILIZATION
1. SILT FENCE (MDOT 3886)	1. MDOT 25-10 (RESIDENTIAL TURF)
2. CURB LOG	2. 100
3. ROCK WEEDER	
INLET PROTECTION DEVICES	STABILIZATION BMPs
1. WICO (MDOT TYPE A & C)	1. STRAW/HAY
2. HYDRALINE STORM DRAIN/CULVERT	2. MDOT TYPE 1 MULCH
3. SILT SOCK (MDOT TYPE A)	3. MDOT TYPE 1 MULCH
4. DANDY BAG (MDOT TYPE B)	4. HYDROMULCH
ANTI-TRACKING CONTROL	5. MDOT TYPE 5
1. 2" CRUSHED CLEAR ROCK (LAND DEVELOPMENT)	6. TURF REINFORCEMENT MAT
	7. 5000 NORTH AMERICAN GREEN OR EQUAL-MDOT CAT 6
TEMPORARY SEED MIX	GRADING ACTIVITY
1. MDOT 25-10	1. CONCRETE W/OUTLET IS DONE BY
2. MDOT 22-10 (1-2 IN. STABILIZATION)	2. TRUCK WITH A WHEEL W/OUTLET SYSTEM PROVIDED AND COMPLETED BY THE CONCRETE CONTRACTOR.

EROSION CONTROL RESPONSIBLE PARTY:

TBD



LEGEND:

--- EASEMENT LINE	--- PST --- SF --- PROPOSED SILT FENCE (POST-GRADING)
--- LOT LINE	□ INLET PROTECTION
--- PROPERTY LINE	BO-ROLLS/DOSS
--- ROW	DO NOT DISTURB AREAS
--- SETBACK LINE	DND
--- EXISTING CONTOUR	ROCK CONSTRUCTION ENTRANCE
--- PROPOSED CONTOUR	EROSION CONTROL BLANKET
--- DIRECTION OF DRAINAGE	SEED (MDOT 25-101)
--- PROPOSED STORM SEWER	EDF ROUTING
--- PROPOSED STORM INLET	
--- TEMPORARY SEDIMENT BASIN	
--- PROPOSED SILT FENCE (PRE-GRADING)	



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AMBER FIELDS - 17TH ADDITION
ROSEMOUNT, MINNESOTA
PRELIMINARY PLAT SUBMITTAL
EROSION AND SEDIMENT CONTROL PLAN OVERALL

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DATE: 07/20/2024
BY: [Signature]

QUALITY ASSURANCE/CONTROL

DATE: 07-24
BY: [Signature]

PROJECT TEAM DATA

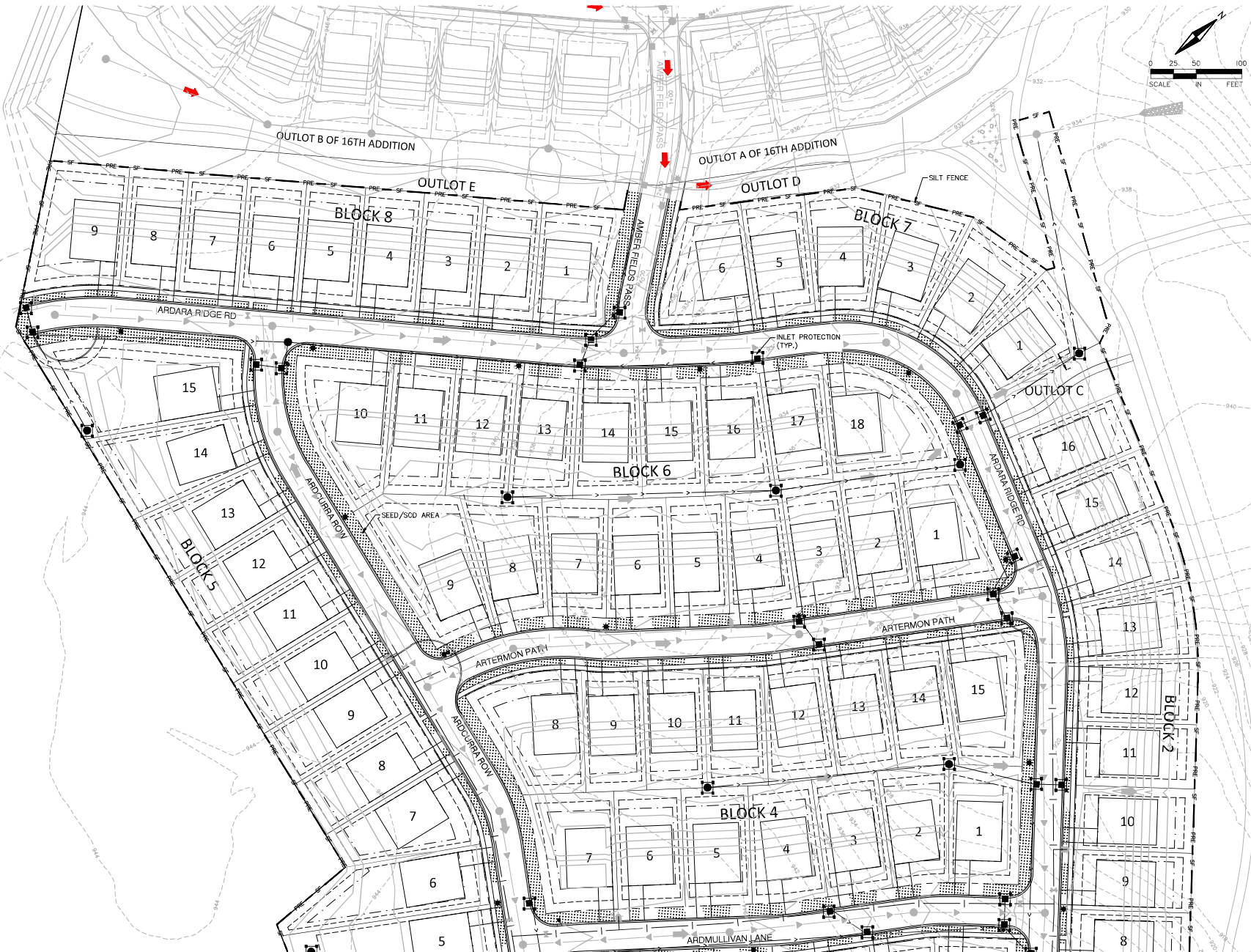
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DRAWN: [Signature]

PROJECT NO: 220-0078.91

14

SHEET 14 of 26

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AMBER FIELDS - 17TH ADDITION
ROSEMOUNT, MINNESOTA
PRELIMINARY PLAT SUBMITTAL
EROSION AND SEDIMENT CONTROL PLAN VIEW A

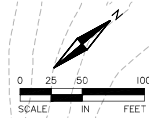
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DATE: 6-7-24		ISSUE: CITY SUBMITTAL	
PROJECT TEAM DATA			
DESIGNED:	CW		
DRAWN:	LJ		
PROJECT NO:	220-0078.B1		

15

SHEET 15 of 26

Drawing name: X:\2020\200078 BL\200078 BL\plan sheets\preliminary.dgn 200078 BL.dwg, Jan 07, 2024 - 7:37am



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AMBER FIELDS - 17TH ADDITION
 ROSEMOUNT, MINNESOTA
PRELIMINARY PLAT SUBMITTAL
EROSION AND SEDIMENT CONTROL PLAN VIEW B

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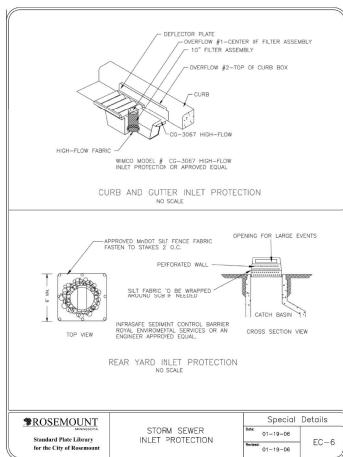
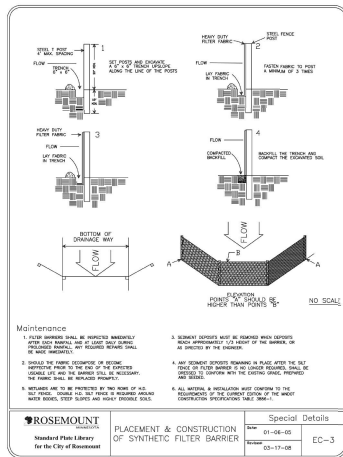
DATE: 6-7-24

ISSUE: CITY SUBMITTAL

PROJECT TEAM DATA
 DESIGNED: CW
 DRAWN: LJ
 PROJECT NO: 220-0078.B1

16

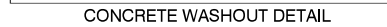
SHEET 16 of 26



ACTIVE SWPPP MAP LEGEND

* FIELD MANAGER TO COLOR CODE DURING CONSTRUCTION AS NECESSARY

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



EROSION AND SEDIMENT CONTROL NOTES

CLARK WICKLUND, PE

17

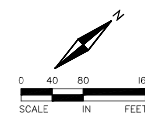
SHEET 17 of 26



1. ALL UTILITY WORK WITHIN THE RIGHT-OF-WAY SHALL COMPLY WITH THE CITY OF ROSEMOUNT ENGINEERING GUIDELINES, DETAILS, AND SPECIFICATIONS.
2. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS PRIOR TO THE START OF CONSTRUCTION.
3. EXISTING UTILITIES, SERVICE LOCATIONS, AND ELEVATIONS SHALL BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.
4. MAINTAIN A MIN. 18" VERTICAL SEPARATION AT ALL PIPE CROSSINGS, LOWER WATERMAIN AS NECESSARY. WATER AND SANITARY SEWER LINES TO MAINTAIN 10" HORIZONTAL SEPARATION.
5. PROVIDE POLYSTYRENE INSULATION FOR ALL STORM SEWER AND WATERMAIN CROSSINGS WHERE VERTICAL OR HORIZONTAL SEPARATION IS LESS THAN 2'.
6. NOTIFY GROUND STATE ONE CALL 48 HOURS IN ADVANCE OF ANY UTILITY WORK.
7. PROVIDE TEMPORARY TRAFFIC CONTROL IN COMPLIANCE WITH MINDOT TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS—FIELD MANUAL—LATEST REVISION, FOR ANY CONSTRUCTION WITHIN PUBLIC R.O.W.
8. ALL SANITARY MANHOLES TO BE 48" DIAMETER CONCRETE W/NEENAH R-1642 CASTING, UNLESS NOTED OTHERWISE.
9. WATERMAIN, SERVICES, AND VALVES SHALL BE INSTALLED WITH MINIMUM 7.5' OF COVER.
10. WATER SERVICES SHALL BE 1" DIA. TYPE "N" COPPER W/ 1" CORP. STOP WITH SADDLE AND 1" CURB BOX.
11. SEWER SERVICES SHALL BE 4" PVC, SDR 26 W/ MINIMUM 2% SLOPE UNLESS OTHERWISE NOTED ON THE PLANS.
12. WATER SERVICES MAY BE PLACED IN SAME TRENCH AS SEWER SERVICES PROVIDED THAT A 18" VERTICAL OR 36" HORIZONTAL SEPARATION ARE MAINTAINED AND PIPE MATERIALS MEET THE CITY AND BUILDING CODES.
13. ALL CURB BOXES SHALL BE ADJUSTED TO AN ELEVATION OF 1" BELOW FINISHED GRADE.
14. ALL WATERMAIN SHALL BE CL-52 DIP
15. IRRIGATION SERVICES SHALL BE 4" DIP W/ 6" COPPER BLOWOUT. IRRIGATION PLANS TO BE COMPLETED BY OTHERS.

FROM		P	PIPE	PIPE	INVERT	INVERT	TO	RIM ELEV	STRUCTURE	MANHOLE
MH	TO	D [IN]	SIZE	LENGTH	TO	TO			SIZE [IN]	BUILD [F]
MH20	MH19	8	0.004	239.2	935.64	934.68			48	11.00
MH30	MH10	8	0.020	116.3	937.64	935.51	948.84		48	11.00
MH31	MH11	8	0.004	387.1	934.83	933.03			48	11.00
MH18	MH12	8	0.012	288.5	932.93	929.47	945.80		48	12.87
MH17	MH16	8	0.016	95.3	929.37	927.85	940.59		48	11.22
MH16	MH15	8	0.004	241.9	927.75	926.78	938.51		48	10.76
MH8	MH14	8	0.012	314.5	938.28	934.51	949.28		48	11.00
MH15	MH14	8	0.025	270.5	935.47	927.47	943.85		48	11.44
MH14	MH13	8	0.004	347.8	926.68	925.20	941.25		48	14.57
MH5	MH12	8	0.018	203.3	935.50	934.84	940.50		48	11.00
MH13	MH12	8	0.032	144.1	931.74	927.19	939.83		48	10.78
MH12	MH11	8	0.004	250.7	925.19	924.19	939.63		48	14.64
MH11	MH10	8	0.004	71.3	924.69	923.69	940.03		48	15.94
MH10	MH1	8	0.004	149.3	923.70	923.10	941.57		48	17.87
MH9	MH1	8	0.004	325.1	937.84	936.54	948.84		48	11.00
MH8	MH7	8	0.004	103.2	938.28	937.87	949.28		48	11.00
MH7	MH6	8	0.004	157.6	936.44	935.81	946.47		48	14.03
MH6	MH5	8	0.004	148.9	935.25	935.11	946.47		48	13.95
MH5	MH4	8	0.004	227.5	935.50	934.50	946.50		48	11.00
MH4	MH2	8	0.004	317.6	934.49	933.22	948.92		48	14.43
MH3	MH2	8	0.004	188.1	934.87	934.12	947.81		48	12.94
MH2	MH1	8	0.025	310.8	932.13	925.95	945.05		48	17.96
MH1	EX STUB	8	0.018	215.0	933.00	919.11	944.76		48	21.94

-----	EASEMENT LINE
____ LOT	LOT LINE
=====	PROPERTY LINE
-----	ROW
⊕	EXISTING GATE VALVE
⊖	EXISTING HYDRANT
	EXISTING WATERMAN
⊕	EXISTING CATCH BASIN
⊖	EXISTING STORM MANHOLE
<<	EXISTING STORM SEWER
⊕	EXISTING SANITARY MANHOLE
⊖	EXISTING SANITARY SEWER
⊕	PROPOSED GATE VALVE
⊖	PROPOSED HYDRANT
	PROPOSED WATERMAN
⊕	PROPOSED SANITARY MANHOLE
⊖	PROPOSED SANITARY SEWER
⊕	PROPOSED CATCH BASIN
⊖	PROPOSED STORM MANHOLE
<	PROPOSED STORM SEWER



AMBER FIELDS - 17TH ADDITION

ROSEMOUNT, MINNESOTA

ROSEMOUNT, MINNESOTA

PRELIMINARY PLAT SUBMITTAL

SANITARY SEWER AND WATERMAIN PLAN OVERALL

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 this State of MINNESOTA.

CURR. WICKLUND, PE

Defendant License No.

QUALITY ASSURANCE/CONTROL

BY _____ DATE _____

BY	DATE
DATE	ISSUE
11-24	END SUBMITTAL

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[illegible]

DESIGNED: CW

DRAWN: LJ

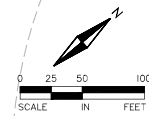
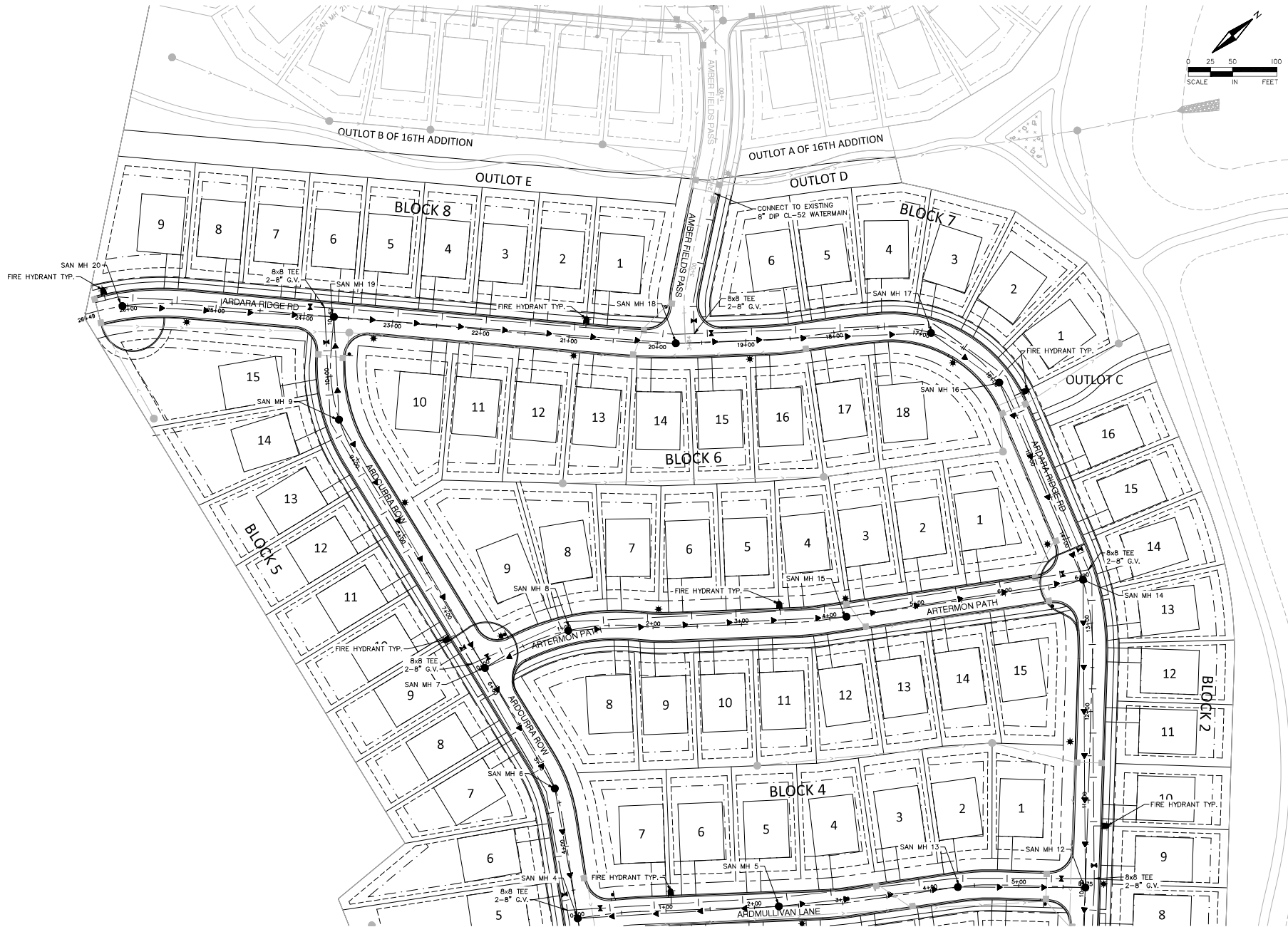
PROTEST NOT
220-0070101

18

10

SHEET 18 of 26

Drawings name: X:\2020\200078 BL\plan sheets\preliminary.dwg 200078 Bl\util.dwg Jun 07 2024 - 8:14am



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

Maplewood Development, Inc.

AMBER FIELDS - 17TH ADDITION
ROSEMOUNT, MINNESOTA
PRELIMINARY PLAT SUBMITTAL
SANITARY SEWER AND WATERMAIN PLAN VIEW A

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.

DATE: 06/07/24 License No. 0078191

QUALITY ASSURANCE/CONTROL

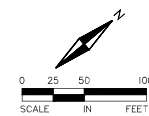
BY	DATE
DATE	ISSUE
BRP-24	BRW SUBMITTAL

PROJECT TEAM DATA

DESIGNED:	CW
DRAWN:	LJ
PROJECT NO:	220-0078.01

19

SHEET 19 of 26



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



AMBER FIELDS - 17TH ADDITION

ROSEMOUNT, MINNESOTA

PRELIMINARY PLAT SUBMITTAL

SANITARY SEWER AND WATERMAIN PLAN VIEW B

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

Date _____ License No. _____

QUALITY ASSURANCE / CONT.

QUALITY ASSURANCE/CONTROL

BY _____ DATE _____

DATE	ISSUE
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W68-24	END SUBMITTAL
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[illegible]

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PROJECT TEAM DATA

DESIGNED:	CW
REVIEWED:	...

PROJECT NO: 220-0078 B1

PROTEST NOT 220-0070101

22

20

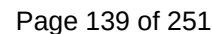
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SHEET 20 of 26

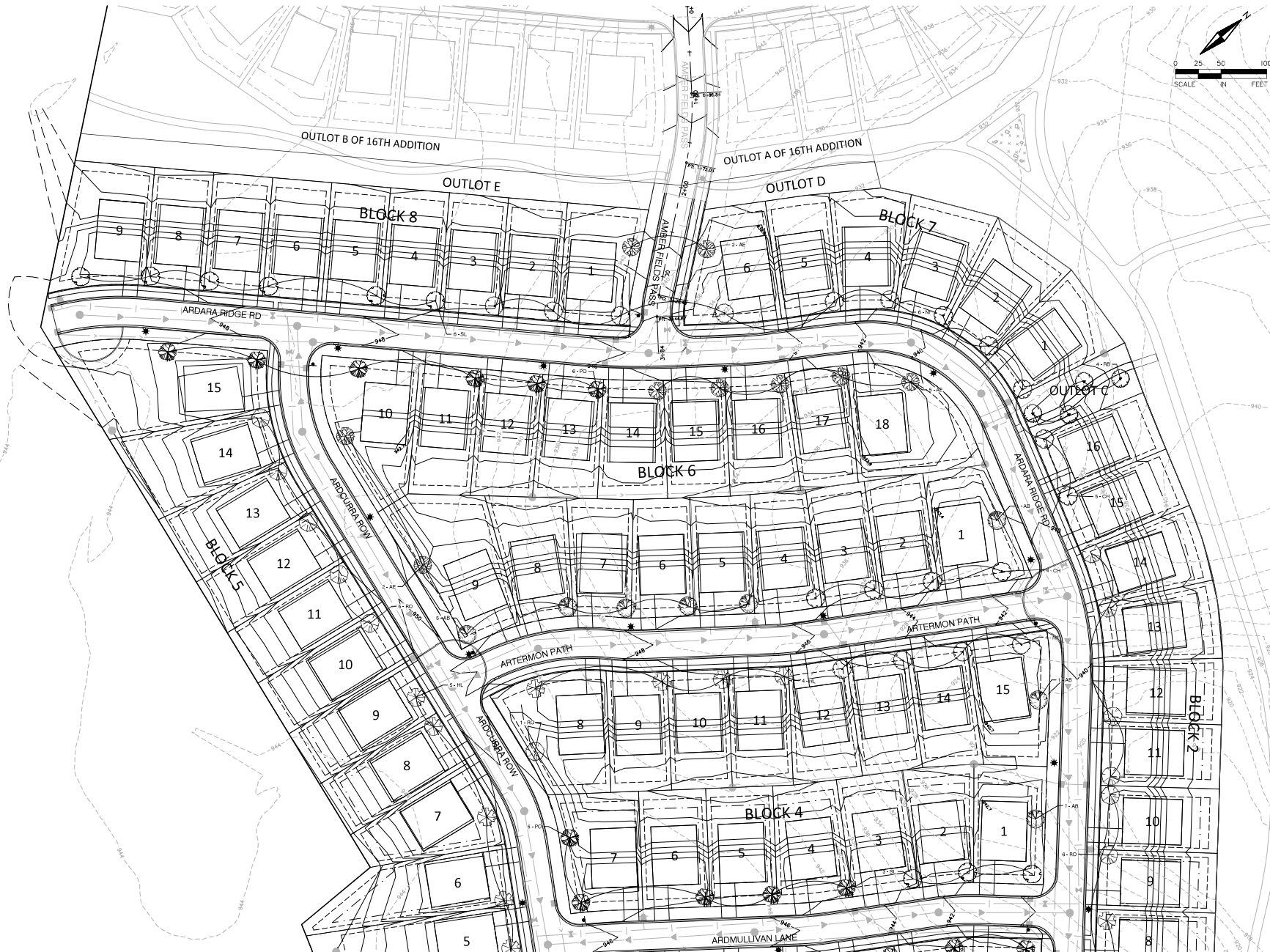
[CC BY-NC-ND 4.0](#)

Page 129 of 25

Page 138 of 25



Drawing name: X:\2020\200078 BL\plan_sheets\preliminary.dwg, 200078 BL\plan.dwg, Jun 07, 2024, - 7:41am



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Minneapolis, MN 55402
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AMBER FIELDS - 17TH ADDITION
PRELIMINARY PLAT SUBMITTAL
LANDSCAPE PLAN VIEW A

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 LANDSCAPE ARCHITECT under the laws of the State of MINNESOTA.

JOHN BROWNOY, P.L.A., A.S.L.A.
Date: _____ License No. _____

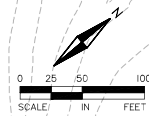
QUALITY ASSURANCE/CONTROL

BY	DATE
DATE	ISSUE
6-7-24	CITY SUBMITTAL

PROJECT TEAM DATA
DESIGNED: _____ CW
DRAWN: _____ RJ
PROJECT NO: 220-0078.B1

25

SHEET 25 of 26



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733 Marquette Avenue
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Maplewood Development, Inc.

AMBER FIELDS - 17TH ADDITION
PRELIMINARY PLAT SUBMITTAL
LANDSCAPE PLAN VIEW B

ROSEMOUNT, MINNESOTA

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 LANDSCAPE ARCHITECT under the laws of the State of MINNESOTA.

JOHN W. ROSS, P.L.A., A.S.L.A.

DATE	ISSUE
6-7-24	CITY SUBMITTAL

PROJECT TEAM DATA	
DESIGNED:	CW
DRAWN:	RJ
PROJECT NO:	220-0076.B1

26

Drawing name: X:\2020\200076.B1\plan_sheets\preliminary.dwg, 200076.B1\land.dwg, Jun 07, 2024, - 7:41am

Memorandum

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

From: Amanda Sachi, PE
Kendra Fallon, PE
Kris Keller, PE

Date: June 20th, 2024

Re: Amber Fields 17th Addition – Final Plat Review
WSB Project No. 024933-000

We have reviewed the documents provided by Alliant Engineering on June 5th, 2024. Documents reviewed include:

- Amber Fields 17th Addition Final Plat Civil Set, dated 6/7/2024
- Amber Fields 17th Addition Preliminary Plat Set, dated 6/7/2024
- Amber Fields – 65' Lot Width, dated 5/14/2024
- CB Areas, dated 6/7/2024
- Amber Fields 17th Addition Plat, dated 6/6/2024

Additional redline comments are provided on the submitted civil plans. Applicant should provide responses to each comment and redline comment. We offer the following comments below. Any comments grayed out have been addressed.

Civil Comments:

1. General
 - a. Submit for and provide copies to the City of all required permits from regulatory agencies (MCES, Minnesota Pollution Control Agency, Minnesota Department of Health, NPDES, etc.)
2. Utilities
 - a. Provide minimum vertical 18" separation between watermain and storm sewer
 - i. Insulate when separation is less than 36"
 - b. Note areas where the water/sanitary services are in conflict with the utility mains
 - i. Provide how pipes will be adjusted/offset to accommodate
 - c. Shift gate valves and castings out of the wheel paths and far enough away from the curb line to provide for adequate bituminous material and compaction.
 - d. Locate all hydrants and the highpoints of the watermain system
 - i. Adjust watermain depth or hydrant locations as necessary
 - e. Verify constructability of sanitary sewer manhole MH 4 with adjacent storm sewer pipe

- i. Maintain minimum separation for compaction
- f. The water service (corp stop) for Lot 13 Block 3 is directly under a catch basin
- g. Use PVC SDR 26 for pipe deeper than 18'
- h. When connecting to the existing sanitary sewer main stub, maintain the same pipe slope (field verify).
 - i. Pipe slope change can only occur within a manhole
 - ii. Consider removing back to existing structure (MH 16) and laying pipe as continuous slope to proposed MH 1
- i. The watermain stub on the southwestern end of Ardara Ridge Road is shown with a temporary hydrant in the plan view and a plug in the profile view
- j. Provide a temporary hydrant at the north end of Andara Ridge Road past the last proposed active water service

3. Streets, Signage and Street Lighting

- a. Provide horizontal curves of proposed roadways
 - i. Horizontal curves that do not meet 30 mph stopping sight distances will require adjusting the curve radius or providing reduced speed signs
- b. Call out areas with barricade symbols as 'TEMPORARY BARRICADES W/ FUTURE ROAD SIGN'

4. Landscape

- a. No comments

Grading, Drainage, and Erosion Control Comments:

5. General

- a. No comments

6. Ponds and Wetlands

- a. No comments.

7. Emergency Overflow Routes

- a. No comments.

8. Retaining Walls

- a. No comments

9. Erosion Control

- a. Show inlet protection on CBs 120 and 121 on the erosion control plans.

10. Grading

- a. Direct drainage away from building pads
- b. Direct drainage along side lot lines.
- c. Maintain common drainage in drainage and utility easements.
- d. Provide 20' total easement for EOF routes

Stormwater Management Plan:

1. General Storm Sewer Design

- a. Provide updated rational method storm sewer sizing calculation and catch basin drainage area map (including the area intended to drain to the proposed stubs) along with storm sewer sizing calculations to confirm storm sewer is sized for a 10-year storm event.
- b. It should be confirmed if storm sewer shown south of the existing stub in Outlot A is proposed as part of the 17th Addition. If so, this storm sewer needs to be added to plans. If existing, the storm sewer linework should be updated accordingly.
- c. CB 105 not shown in plan view of sheet 17.
- d. A sump should either be added to MH 100 or to both CBMH 101 and CBMH 106 prior to the connection into the existing stub.
- e. The proposed invert of the stub from CBMH 120 should be included on the plans.
- f. There are several crossing pipes shown on profile view which should be confirmed and/or labeled. See redlined plans.
- g. Update the storm sewer profile shown on sheet 18 of the Final Plat Plans. Currently there is overlapping profiles shown.
- h. Confirm CB 118 is being placed at the low point. Unclear based on the profile and intersection details provided.
- i. The pipe between CB 118 and MH 116 is not showing up in the profile view on sheet 20.

2. Water Quantity

- a. No comments.

3. Rate/Volume Control

- a. No comments.

4. Freeboard

- a. No comments.

5. Water Quality

- a. No comments.

6. Easements

- a. Ten feet of drainage and utility easement is required on both sides of the proposed storm sewer. This is not currently being provided for several storm sewer runs in the backyard area as noted on the redlined plans for both Phase 1 and for future phases.
- b. Additional easement will be required adjacent to CBMH 201 in the future phase of the 17th Addition as it is not currently shown with the required 10' easement from the proposed storm sewer line.

General

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



M E M O R A N D U M

To: Adam Kienberger, Community Development Director
Anthony Nemcek, Senior Planner
Julia Hogan, Planner

From: Dan Schultz, Parks and Recreation Director

Date: June 14, 2024

Subject: Amber Fields 17th Addition

The Parks and Recreation Department recently reviewed the plans for the Amber Fields 17th Addition. After reviewing the plans, the Parks and Recreation Department staff has the following comments:

Parks Dedication

The parks dedication for the 17th addition will be met through developer installed improvements as outlined in the subdivision agreement.

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

SUBDIVISION AGREEMENT Amber Fields 17th Addition

AGREEMENT dated this _____ day of _____, 2024, by and between the CITY OF ROSEMOUNT, a Minnesota municipal corporation (the “**City**”), and Maplewood Development and Construction, Inc., a Minnesota corporation (the “**Developer**”).

1. **Request for Plat Approval.** The Developer has asked the City to approve the subdivision of land and a plat of land to be known as Amber Fields 17th Addition, which land is legally described on ATTACHMENT ONE, attached hereto and hereby made a part hereof (hereinafter referred to as the “**Subject Property**”).
2. **Conditions of Plat Approval.** The City has approved the subdivision and the plat on the following conditions:
 - a. Execution of a Subdivision Agreement.
 - b. Adherence with the conditions of the Final Plat for Amber Fields 17th Addition and Amber Fields Planned Unit Development Master Development Plan as amended.
 - c. Incorporation of recommendations of the City Engineer concerning design and installation of public infrastructure and including grading, erosion control, streets and utilities.
 - d. Compliance with the conditions and standards with the Parks and Recreation Director’s memorandum dated June 14, 2024.
 - e. Payment of all applicable fees including GIS and other fees identified in the current fee schedule.
 - f. Incorporation of any easements necessary to accommodate drainage, ponding, trails, underpasses, conservation areas, streets and utilities.
 - g. Drainage and utility easements shall be dedicated over all outlots.
 - h. Provision of landscaping surety in the amount of \$39,270.
 - i. Park Dedication requirements were fulfilled as part of the Amber Fields Subdivision Agreement and Outlot plat through dedication of land and associated amenities.
3. **Phased Development.** The City may refuse to approve final plats of subsequent additions of the plat if the Developer has breached this Agreement and the breach has not been remedied. Development of each subsequent phase may not proceed until a subdivision agreement for such phase is approved by the City.

4. **Effect of Subdivision Approval.** For seven (7) years from the date of this Agreement, no amendments to the City's Comprehensive Plan, except an amendment placing the plat in the current urban service area, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.
5. **Development Plans.** The Subject Property shall be developed in accordance with the following plans, specifications and contract documents, original copies of which are on file with the City Engineer. The plans and contract documents may be prepared and revised, subject to City approval, after entering this Agreement, but before commencement of any work on the Subject Property. If the plans vary from the written terms of this Agreement, the written terms shall control. The **"Development Plans"** are:

- Plan A – Preliminary plat: Amber Fields 17th Addition, Preliminary Plat Submittal pages 3 – 5 dated 6/7/2024
- Plan B – Erosion and Sediment Control Plan and Schedule: Amber Fields 17th Addition, Phase 1, Final Plat Submittal pages 9 – 10 dated 6/7/2024
- Plan C – Grading and Drainage Plan: Amber Fields 17th Addition, Phase 1, Final Plat Submittal page 8 dated 6/7/2024
- Plan D – Plans & Specifications for Public Improvements: Amber Fields 17th Addition, Phase 1, Final Plat Submittal pages 11 – 22 dated 6/7/2024
- Plan E – Grading Plan: Amber Fields Mass Grading Plan – Phase 3 dated 12/01/2022 as revised
- Plan F – Site, Lighting and Signage Plan: Amber Fields 17th Addition, Phase 1, Final Plat Submittal page 7 dated 6/7/2024
- Plan G – Landscape Improvements: Amber Fields 17th Addition, Phase 1, Final Plat Submittal page 23 dated 6/7/2024

All improvements, including Developer Improvements (as noted in Section 6), that lie within the public right-of-way or easements and are improvements listed in Minnesota Statutes, Section 429.021 (hereinafter **"Public Improvements"**) will be designed by the Developer and must be approved by the City Engineer. The Developer will prepare plans and specifications for Public Improvements which shall be approved by the City Engineer. Such approvals shall not be unreasonably withheld, and the City shall approve or provide Developer with necessary revision comments within thirty (30) calendar days of Developer submittal of Public Improvement plans and specifications. The City will perform all construction inspection for the Public Improvements, at the Developer's expense. Construction inspection includes but is not limited to inspection, documentation, and monitoring.

6. **Installation by Developer.** The Developer shall install or cause to be installed and pay for the following within this phase of the project as reflected herein unless expressly noted otherwise.
- A. Surveying and staking
 - B. Surface improvements (paved streets, sidewalks, trails, etc.)
 - C. Water main improvements
 - D. Sanitary sewer improvements
 - E. Storm sewer improvements

- F. Setting of lot and block monuments
- G. Gas, electric, telecommunications, and cable lines
- H. Site grading
- I. Landscaping
- J. Streetlights
- K. Other items as necessary to complete the development as stipulated herein or in other agreements signed by Developer.

Developer is required to obtain all necessary permits as required by regulatory agencies and other levels of government beyond the City of Rosemount.

7. **Time of Performance.** The pavement wear course shall be completed within one year of the first lift installation for all public roads within the Subject Property. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date, if any.
8. [This Section Intentionally Left Blank]
9. [This Section Intentionally Left Blank]
10. **Security for Developer Improvements.** To guarantee compliance with the terms of this Agreement, payment of the costs of all Developer Improvements, and construction of all Developer Improvements (as noted in Section 6), the Developer shall furnish the City with a cash deposit or irrevocable letter of credit from a local bank ("**security**") in the amount of Four Million, Two Hundred Eighty-Four Thousand, Five Hundred Seven Dollars (\$4,284,507). The amount of the security was calculated as follows:

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

No.	Item	Cost	110%	Calculation
1	Grading and Erosion Control	\$ 94,680	\$ 104,148	\$3,000/ac x 31.56 acres
2	Pond Restoration and Erosion Control Removal	\$ 25,000	\$ 27,500	Minimum \$25,000
3	Survey Monumentation	\$ 25,000	\$ 27,500	\$500/lot x 50 lots
4	Landscaping	\$ 35,700	\$ 39,270	Per City Planner - 119 trees
5	Street Lights	\$ 67,500	\$ 74,250	\$7,500/light x 9 lights
6	Surface Improvements	\$ 937,433	\$ 1,171,791	125%
7	Water Main Improvements	\$ 643,024	\$ 803,780	125%
8	Sanitary Sewer Improvements	\$ 591,534	\$ 739,417	125%
9	Storm Sewer Improvements	\$ 1,037,481	\$ 1,296,851	125%
	Total	\$ 3,457,351	\$ 4,284,507	

Refer to Exhibits A, B, C, and D for an explanation of each item.

The bank and form of the letter of credit or other security shall be subject to the approval of the City Administrator. The letter of credit shall be automatically renewable until the City releases the developer from responsibility under this Agreement with respect to the items in the chart above. The letter of credit shall secure compliance with all terms of this Agreement and all obligations of the Developer under it. The City may draw down on the letter of credit without notice if the obligations of the Developer have not been completed, as required by this Agreement. In the event of a default under this Agreement by the Developer, the City shall furnish the Developer with written notice by certified mail of Developer's default(s) under the terms of this Agreement. If the Developer does not remove said default(s) within thirty (30) days of receiving the notice, the City may draw on the letter of credit

and take such steps as it deems necessary to remedy the default. Developer may request an extension of the 30-day cure period, which the City has the discretion to approve or deny in its reasonable judgment. With City approval, the letter of credit shall be reduced from time to time as financial obligations are paid and Developer Improvements and other Developer obligations are completed to the City's requirements. Within ten (10) business days of the date of the reduction request, the City shall begin a review of the request. Processing of an approval of said requests will be dependent on the level of detailed information submitted to the City by the Developer, and from time to time the Developer may be required to provide supplemental information to substantiate a request. The City will act in good faith to process and approve reduction requests in a reasonable and timely fashion

11. **Grading Plan/Site Grading.** Site grading shall be completed by the Developer at its cost and approved by the City Engineer. The completion of grading activities will need to be coordinated by the City in conjunction with the installation of utilities. Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey of the development to the City as the site grading is completed by phase, with street and lot grades.
12. **License.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City. Such license shall terminate as to each lot within the Subject Property upon acceptance by the City of the public infrastructure improvements.
13. **Erosion Control.** Prior to site grading, and before any utility construction is commenced or building permits are issued, an approved erosion control plan, to be submitted with the final grading plan for grading permit shall be implemented, inspected and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded within seventy-two (72) hours after the completion of the work in that area. Except as otherwise provided in the erosion control plan, seed shall be rye grass or other fast-growing seed suitable to the existing soil to provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched and disc-anchored as necessary for seed retention.

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

Costs for City inspection of onsite erosion shall be at the Developer's expense.

Notwithstanding the foregoing, the City agrees that the Developer shall have no continuing liability with respect to lots or any other portion of the Property as of the date that the Developer transfers each such portion of the Property to a builder. Developer shall follow MPCA required protocol for transfer of Stormwater Construction Permit responsibility to the new owner of each lot. The Developer is required to show proof of this assignment to the City. Until such time that the transfer of permit responsibility is presented to the City, the City will consider the Developer to remain responsible for required erosion and sediment control.

14. **Clean up.** The Developer shall clean streets of dirt and debris that has resulted from construction work by the Developer or its agents. The City will inspect the site on a weekly basis and determine whether it is necessary to take additional measures to clean dirt and debris from the streets. Costs for City inspection of onsite erosion and sediment control shall be at the Developer's expense. After a twenty-four (24) hour verbal or written notice to the Developer, the City will complete or contract to complete the clean-up at the Developer's expense. If the Developer does not reimburse the City for any cost the City incurred for such work within thirty (30) business days after receipt of an invoice for the work, the City may draw down the letter of credit to pay such costs. The Developer shall inspect and, if necessary, clean all catch basins, sumps, and ponding areas of erosion/siltation and restore to the original condition at the end of the home construction or completion of Developer's Improvements within each phase of this development. All silt fence and other erosion control should be removed following the establishment of turf. These items are to be secured through the letter of credit as is noted in Exhibit A.
15. **Ownership of Improvements.** Upon completion and City acceptance of the work and construction required by this Agreement, the Public Improvements lying within public rights-of-way and easements shall become City property without further notice or action unless the improvements are specifically identified herein as private infrastructure.
16. **Warranty.** The Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City or such longer period as is specified in plans and specifications for Public Improvements.

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

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

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

- A. Date of inspection
- B. Name of person responsible for inspection.
- C. Photos of the pond/wetland area confirming the vegetation is established as intended.
- D. Maintenance plan describing the required maintenance activities and tentative schedule.

Any required wetland reporting must comply with State WCA and the City's CWMP reporting rules.

17. **Responsibility for Costs.**
- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Subject Property including, but not limited to, Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the subdivision and the plat, the preparation of this Agreement and any amendments hereto, and all costs and expenses incurred by the City in monitoring and inspecting the development of the Subject Property.
 - B. The Developer shall reimburse the City for costs incurred in the preparation and enforcement of this Agreement, including engineering and attorney's fees. Upon request, the City shall provide

invoices, in reasonable detail, as to any such fees. The estimated City fees of Five Hundred Ten Thousand, Seven Hundred Forty-Four Dollars (\$510,744) shall be deposited with the City at the time this Agreement is signed, and represent the following amounts:

City Fees (due with signed agreement)			
No.	Item	Cost	Calculation
	Estimated Construction Cost	\$ 3,209,471	Developer's Estimate (Lines 6 - 9 above)
1	Engineering Fees	\$ 320,947	10% of Estimated Construction Cost
2	Attorney Fees	\$ 3,000	Estimate
3	5% City Administrative Fees	\$ 160,474	5% of Estimated Construction Cost
4	Street Light Energy Cost	\$ 6,480	9 lights x 24 months x \$30/month
5	GIS Fees	\$ 3,000	\$60/unit X 50 units
6	Trail Fog Seal	\$ -	\$0.35/SF x 0 SF
7	Seal Coating	\$ 16,844	\$1.70/SY x 9,908 SY
	Total	\$ 510,744	

If the actual City fees exceed this estimate, the Developer shall pay the additional costs to the City within thirty (30) business days after receipt of a written request from the City, which shall include an invoice, including itemized costs. If actual City fees are lower than this estimate, any surplus funds will be returned to the Developer when the project fund is reconciled and closed.

- C. The Developer shall pay in full all invoices submitted to it by the City for obligations incurred under this Agreement within thirty (30) business days after receipt. If the invoices are not paid on time, the City may halt development work and construction including, but not limited to, the issuance of building permits, assess costs, or pursue other appropriate and lawful remedies, until the past-due invoices are paid in full. Bills not paid within thirty (30) business days shall accrue interest at the rate of six percent (6%) per year.
- D. The Developer shall pay all energy costs for street lights installed within the Subject Property for 24 months at a cost of \$30/month/light. After that, the City shall pay and be responsible for the energy costs.
- E. The Developer will pay the cost of sealcoating the public streets within the development at a cost of \$1.70/SY. The sealcoating will be completed within three (3) years following wear course placement.
- F. The Developer will pay the cost of fog sealing the public trails within the development at a cost of \$0.35/SF. The fog sealing will be completed within three (3) years following trail installation.

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

19. **Insurance.** The Developer agrees to take out and maintain until six (6) months after the City has accepted the Developer Improvements, commercial general liability insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall be not less than \$2,000,000 per occurrence and \$3,000,000 annual aggregate and twice said limits when the claim arises out of the release or threatened release of a hazardous substance. To accomplish the above limits, an umbrella excess liability policy may

be used. Developer must also maintain worker's compensation insurance with coverage amounts required by statute. The City shall be named as an additional insured on the commercial general liability policy or umbrella/excess insurance policy, if applicable. The Developer must provide a certificate of insurance to the City demonstrating compliance with the above. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.

20. **Park, Utility Fees and Service Charges.** The Developer agrees to pay sanitary sewer trunk, water trunk, and stormwater area charges set forth in this Section prior to release of the final plat of each plat within the project phase for the lots created by each plat. The sanitary sewer, water, and stormwater connection charges set forth in this Section shall be paid prior to building permit issuance on a per unit basis. The party requesting a building permit, not the Developer, shall be responsible for these connection charges. The rates for each of these items will be set according to the current rate structure for connection charges and trunk area charges at the time of final plat approval or receipt of a building permit and the fees will be adjusted based upon actual bid costs for road assessments. Park dedication fees or property in lieu of, will be addressed in each final plat of project phases as part of the subdivision agreement with the City, which shall be consistent with this Agreement.

- a. The fees, charges, and assessments in effect as of the date of this Agreement and estimated based upon the Developer-submitted plan dated 6/7/2024 for Amber Fields 17th (as revised) are stated in Exhibit B. The Developer shall receive a dollar-for-dollar credit for the cost of any oversizing to address regional stormwater facilities and infrastructure that the Developer constructs which provides regional service functionality for stormwater sources above and beyond those which originate within Amber Fields. Credits amounts to the Developer will be locked in at the dollar value for the year in which the corresponding infrastructure was installed.
- b. Park Dedication Fees: Satisfied via Amber Fields Subdivision Agreement dated March 1, 2022.
- c. Storm Sewer Trunk Area Charges in the amount of \$131,923.
- d. Sanitary Sewer Trunk Charges in the amount of \$23,062.
- e. Water Trunk Charges in the amount of \$139,448.
- f. The Developer understands that builders will be required to pay for the Subject Property fees, charges and assessments in effect at the time of issuance of building permits. The rates for each of these items will be set according to the current rate structure at the time the building permit is received. The fees, charges, and assessments in effect as of the date of this Agreement are stated below. The City agrees that it shall collect such amounts with building permits and that the party requesting a building permit, not the Developer, shall be responsible for these charges.
 - i. Metropolitan Council Environmental Services Availability Charges per SAC unit (current rate is \$2,485 per single-family home).
 - ii. Sanitary Sewer Availability Charges per SAC unit (currently at \$1,200/SAC unit).
 - iii. Water Availability Charges per WAC unit (currently at \$2,475/WAC unit for single-family residential and multi-family residential).
 - iv. Storm Sewer Connection Charges per unit.

21. **Certificates of Occupancy.** Unless otherwise authorized in writing by the City Chief Building Official, no certificates of occupancy shall be issued until:

- a. The site grading is completed and approved by the City.
- b. All public utilities are tested, approved by the City Engineer, and in service.
- c. All curbing is installed and backfilled.

- d. The first lift of bituminous is in place and approved by the City.
- e. All building permit fees for the lot requesting the occupancy permit are paid in full.
- f. No early building permits will be issued without prior authorization from the City Building Official.

The Developer in executing this Agreement, assumes all liability and costs for damage or delays incurred by the City in construction of Public Improvements caused by the Developer, its employees, contractors, subcontractors, material men or agents.

22. **Record Drawings.** At project completion, Developer shall submit record drawings of all public and private infrastructure improvements in accordance with the City's Engineering Guidelines. No securities will be fully released until all record drawings have been submitted and accepted by the City Engineer.
23. **Developer's Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City will furnish the Developer with written notice of such default by certified mail. If the Developer does not remove said default(s) within thirty (30) days of receiving the notice, the City may, at its option, perform the work and the Developer shall reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, no less than 48 hours in advance. Developer may request an extension of the 30-day cure period, which the City has the discretion to approve or deny in its reasonable judgment. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work to cure a default, the City may, in addition to its other remedies, draw on the letter of credit or other security described in Section 10, or levy the cost in whole or in part as a special assessment against portions of the Subject Property owned or managed by Developer. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes, Section 429.081.
24. **Miscellaneous.**
 - a. The Developer represents to the City that the development of the Subject Property, the subdivision and the plat comply with all city, county, metropolitan, state and federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the subdivision, or the plat, or the development of the Subject Property does not comply, the City may, at its option, refuse to allow construction or development work on the Subject Property until the Developer does comply. Upon the City's written demand, the Developer shall cease work until there is compliance.
 - b. Third parties shall have no recourse against the City under this Agreement.
 - c. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
 - d. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
 - e. The action or inaction of a party shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. A party's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
 - f. This Agreement shall run with the land and shall be recorded against the title to the Subject Property. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, representatives, successors, and assigns of the parties hereto and shall be binding upon all future

owners of all or any part of the Subject Property and shall be deemed covenants running with the land. The terms and provisions of this Agreement shall not be binding upon the owners of individual units or residences built upon lots within the development and shall not be deemed to run with the title of the individual units or residences within the development. This provision does not release any future developer or the Developer's successors or assigns from the terms and provisions of this Agreement. The Developer shall take such steps, including execution of amendments to this Agreement, as are necessary to affect the recording hereof. After the Developer has completed the work required of it under this Agreement, at the Developer's request as to all or a portion of the Subject Property, the City will execute and deliver to the Developer the requested release(s).

- g. Each right, power or remedy herein conferred upon a party herein is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to such party, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by such party and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
 - h. The Developer may not assign this Agreement without the written permission of the City Council, except the Developer may assign this Agreement to Earl Street Partners II, LLC, a Minnesota limited liability company, without written permission from the City Council.
 - i. The Developer acknowledges that the City may issue additional requirements outside of the 2023 General Specifications and Standard Detail Plates for Street and Utility Construction or the 2008 Engineering Guidelines as the City is in the process of updating these documents. The review process may require additional time and expense due to this process, which shall be the Developer's responsibility. The Developer shall not be billed for the time required for the City to update and approve their revisions to the 2023 General Specifications and Standard Detail Plates for Street and Utility Construction or the 2008 Engineering Guidelines.
 - j. This Agreement includes all attachments, exhibits, and schedules, if any, attached to it, all of which are hereby made a part of this Agreement.
25. **Disclaimer of Relationship.** Nothing in this Agreement nor any act by the City or the Developer shall be deemed or construed by the City, the Developer, or any third party as creating any relationship of principal/agent, limited or general partner or joint venture between such parties.
26. **Landscaping and Irrigation of Common Areas and Rights-of-Way.** Installing finished sod within the common areas ("Common Area") of Outlots in the Subject Property shall be completed by the Developer; except, however, the Developer's responsibility shall cease with respect to a lot and the adjacent Common Area upon the Developer transferring title to the lot to a builder. Such builder shall thereafter be responsible for installing finished sod in the Common Area adjacent to the lot through any right-of-way area to the curb line or trail, as applicable. Irrigation, lawn maintenance, and landscaping within any Common Area and/or right-of-way thereafter shall be by the owner of the lot to be expressed in a recorded instrument, unless responsibility is assumed by a homeowners' association ("HOA") or a collective arrangement or agreement. Such maintenance includes, without limitation, cutting and irrigating lawns and vegetation, weed control, and tree trimming. No permanent irrigation system may be installed within any City right-of-way unless the City provides its prior written approval.

A visual representation of the parties responsible for the irrigation, lawn maintenance and landscaping described in this Section 26 is attached to this Agreement as Exhibit E: Maintenance

Responsibility. Shaded areas identified as either an Outlot or an Addition are the areas where private parties are responsible.

The areas identified as City of Rosemount are the City's responsibility and include (a) East of Akron Avenue/North of Outlots T and S1, (b) right-of-way on both sides of Akron Avenue between 145th Street and 155th Street, a portion of which is shown in Inset F, and (c) the area at the center of Amber Fields, which is North of Outlots N, O and P and the 2nd Addition and South of the 2nd, 4th, 5th and 3rd Additions, portions of this are shown at the bottom of Insets B and C and at the top of Insets D and E. The City acknowledges its maintenance area (see (c) in previous sentence) includes the area around the large pond to be installed by Developer. In addition to what is depicted on Exhibit E, the City acknowledges it is responsible for initial construction and continued irrigation, lawn maintenance and landscaping West of the City's Auburn Avenue project that will be constructed South of 148th Street.

The Maintenance Responsibility exhibit does not address who is responsible for tree removal and replacement within rights-of-way. The City is responsible for tree removal and replacement only in the rights-of-way of 148th Street, Akron Avenue, and Auburn Avenue.

The Maintenance Responsibility exhibit does not address who is responsible for snow removal. The City is responsible for snow removal from all trails. The City is also responsible for snow removal from all sidewalks within rights-of-way for Akron Avenue, Auburn Avenue, and 148th Street which run parallel to the street along which they are built. Snow on all other segments of sidewalks within the neighborhoods will be cleared by private property owners, HOAs, or similar collective maintenance arrangements or agreements.

This Section 26 does not alter responsibilities of (i) the Developer or a builder as to initial construction of sidewalks, trails, or landscaping, including irrigation, or (ii) the City as to its Akron Avenue and Auburn Avenue construction projects South of 148th Street, except for the shaded area designated as 2nd Addition that is East of such future Auburn Avenue.

27. **Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to Mr. Mario J. Cocchiarella on behalf of the Developer, or mailed to the Developer by registered mail at the following address:

Maplewood Development and Construction, Inc
1128 Harmon Place
Suite 320
Minneapolis, MN 55403

A copy of each notice, whether hand delivered or mailed, to Developer shall be simultaneously delivered to Developer's legal counsel at both the physical address below and electronically to plindmark@taftlaw.com.

Taft Stettinius & Hollister LLP
Attn: Patrick J. Lindmark
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402-2157

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

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

[Remainder of page intentionally left blank.]

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

CITY OF ROSEMOUNT

BY: _____
Jeffery D. Weisensel, Mayor

BY: _____
Erin Fasbender, City Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Jeffery D. Weisensel, Mayor, and Erin Fasbender, City Clerk, of the City of Rosemount, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

**MAPLEWOOD DEVELOPMENT AND
CONSTRUCTION, INC**

BY: _____
Mario J. Cocchiarella, its President

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Mario J. Cocchiarella, President of Maplewood Development and Construction, Inc., a Minnesota corporation, on behalf of said corporation.

Notary Public

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

EXHIBIT A

The following clarifies the various portions of the letter of credit for Developer Improvements that are outlined in the Subdivision Agreement; except, however, the City will accept the amounts attributed to grading and erosion control and pond restoration/erosion control removal from a contractor instead of the Developer.

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

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

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

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

EXHIBIT B

(SUMMARY OF DEVELOPMENT FEES AND LOT AREAS)

Amber Fields 17th Addition
EXHIBIT B

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

No.	Item	Cost	110%	Calculation
1	Grading and Erosion Control	\$ 94,680	\$ 104,148	\$3,000/ac x 31.56 acres
2	Pond Restoration and Erosion Control Removal	\$ 25,000	\$ 27,500	Minimum \$25,000
3	Survey Monumentation	\$ 25,000	\$ 27,500	\$500/lot x 50 lots
4	Landscaping	\$ 35,700	\$ 39,270	Per City Planner - 119 trees
5	Street Lights	\$ 67,500	\$ 74,250	\$7,500/light x 9 lights
6	Surface Improvements	\$ 937,433	\$ 1,171,791	125%
7	Water Main Improvements	\$ 643,024	\$ 803,780	125%
8	Sanitary Sewer Improvements	\$ 591,534	\$ 739,417	125%
9	Storm Sewer Improvements	\$ 1,037,481	\$ 1,296,851	125%
Total		\$ 3,457,351	\$ 4,284,507	

City Fees (due with signed agreement)

No.	Item	Cost	Calculation
	Estimated Construction Cost	\$ 3,209,471	Developer's Estimate (Lines 6 - 9 above)
1	Engineering Fees	\$ 320,947	10% of Estimated Construction Cost
2	Attorney Fees	\$ 3,000	Estimate
3	5% City Administrative Fees	\$ 160,474	5% of Estimated Construction Cost
4	Street Light Energy Cost	\$ 6,480	9 lights x 24 months x \$30/month
5	GIS Fees	\$ 3,000	\$60/unit X 50 units
6	Trail Fog Seal	\$ -	\$0.35/SF x 0 SF
7	Seal Coating	\$ 16,844	\$1.70/SY x 9,908 SY
Total		\$ 510,744	

Development Fees (due before signed plat is released)

No.	Item	Cost	Calculation
1	Storm Sewer Trunk Charge	\$ 131,923	See Exhibit C & D for details
2	Sanitary Sewer Trunk Charge	\$ 23,062	See Exhibit C & D for details
3	Water Trunk Charge	\$ 139,448	See Exhibit C & D for details
4	Park Dedication	\$ -	Satisfied via land dedication
Total		\$ 294,433	

**Amber Fields 17th Addition
EXHIBIT B**

Totals			
	Block	Lots	Units
	1	7	7
	2	14	14
	3	13	13
	4	7	7
	5	9	9
	Total	50	50
Total Plat Area =	31.556	acres	
Total Park Area =	0.000	acres	
Future Plat Area =	15.291	acres	
Developable Area * =	16.265	acres	
Ponding to HWL =	0.000	acres	
Net Developable Area =	16.265	acres	

* Excludes future plat and park areas (all outlots)

Block	Lot	Units	SQ FT	Acres
1	1	1	158,326.34	3.635
1	2	1	11,289.00	0.259
1	3	1	11,095.34	0.255
1	4	1	11,228.21	0.258
1	5	1	10,699.92	0.246
1	6	1	9,721.09	0.223
1	7	1	9,488.85	0.218
2	1	1	17,076.72	0.392
2	2	1	13,601.88	0.312
2	3	1	11,099.59	0.255
2	4	1	10,711.60	0.246
2	5	1	9,792.92	0.225
2	6	1	8,536.66	0.196
2	7	1	8,536.66	0.196
2	8	1	8,536.66	0.196
2	9	1	8,536.66	0.196
2	10	1	9,186.66	0.211
2	11	1	9,186.66	0.211
2	12	1	9,025.29	0.207
2	13	1	9,662.79	0.222
2	14	1	9,693.30	0.223
3	1	1	12,061.38	0.277
3	2	1	9,100.00	0.209
3	3	1	9,917.84	0.228
3	4	1	9,100.00	0.209
3	5	1	9,100.00	0.209
3	6	1	11,320.36	0.260
3	7	1	10,741.76	0.247
3	8	1	8,470.60	0.194
3	9	1	8,460.81	0.194
3	10	1	8,956.33	0.206
3	11	1	8,450.00	0.194
3	12	1	8,694.25	0.200
3	13	1	11,032.55	0.253
4	1	1	10,206.72	0.234
4	2	1	9,146.60	0.210
4	3	1	9,411.56	0.216
4	4	1	9,988.21	0.229
4	5	1	9,563.23	0.220
4	6	1	9,582.20	0.220
4	7	1	11,396.70	0.262
5	1	1	14,801.22	0.340
5	2	1	12,370.01	0.284
5	3	1	12,960.86	0.298
5	4	1	13,682.62	0.314
5	5	1	14,537.34	0.334
5	6	1	13,012.11	0.299
5	7	1	10,511.26	0.241
5	8	1	9,750.00	0.224
5	9	1	9,750.00	0.224
Outlot A			13,607.25	0.312
Outlot B			2,343.10	0.054
Outlot C			666,055.24	15.291
ROW			21,442.69	0.492
Total Boundary			1,374,557.60	31.556

EXHIBIT C

(DETAIL CALCULATION OF TRUNK AREA CHARGES)

Amber Fields 17th Addition

EXHIBIT C

Trunk Charge Apportionments

Detail provided in Exhibit D

Trunk Charge	Amount	Outlot N
Sanitary Sewer	\$ 44,749.65	
Water Area	\$ 270,579.29	
Stormwater Area	\$ 255,978.65	
Total Plat Area (Amber Fields 17th)	31.56	
Developing Area	16.26	51.54%
Future Development (Outlot C)	15.29	48.45%
Trunk Area Charges collected with previous plat (N/A)		
Sanitary Area	\$ -	
Water Area	\$ -	
Stormwater Area	\$ -	
Trunk Area Charges to be collected with this plat (Amber Fields 17th)		
Sanitary Area	\$ 23,062.49	
Water Area	\$ 139,447.58	
Stormwater Area	\$ 131,922.90	
Remaining Trunk Area Charges to be collected via future plat (Outlot C)		
Sanitary Area	\$ 21,687.17	
Water Area	\$ 131,131.71	
Stormwater Area	\$ 124,055.75	

EXHIBIT D

(OVERALL TRUNK AREA CHARGE CALCULATIONS FOR AMBER FIELDS DEVELOPMENT)

**Amber Fields 17th Addition
EXHIBIT D**

Individual Outlot/ROW Calculations

Parcel	Phase	Area (SF)	Area (AC)	Portion of Total Area	Portion of Total Future Net Developed Area	All calculations based on City of Rosemount Adopted 2022 Trunk Rates (Subject to change over time. Actual charges based on rate in year when final subdivision and final platting occur)			Subtotal	Comments	Apportioned Trunk Fees (Aggregate Totals for Outlot A, H, ROW CSAH 42, ROW CR 73, ROW FUT 1, ROW FUT 2, ROW INTER 1)			Subtotal	GRAND TOTAL Outlot Trunk Fee (Estimated based on 2022 Rates)	Parcel
						SAC	WAC	STAC			SAC	WAC	STAC			
						(\$1,075/Acre)	(\$6,500/Acre)	(\$6,865/Acre)								
Outlot A	1	546,505	12.546	2.88%	0.00%	\$ 13,486.98	\$ 81,549.19	\$ 22,146.69	\$ 117,182.85	Storm HWL = 9.32 ac (includes 2.73 ac wetland)		Not Applicable				Outlot A
Outlot B	1	524,625	12.044	2.77%	3.65%	\$ 12,947.01	\$ 78,284.26	\$ 82,680.23	\$ 173,911.50		\$ 4,132.50	\$ 24,987.23	\$ 15,018.67	\$ 44,138.41	\$ 218,049.91	Outlot B
Outlot C	1	402,659	9.244	2.12%	2.80%	\$ 9,937.06	\$ 60,084.56	\$ 63,458.54	\$ 133,480.16		\$ 3,171.77	\$ 19,178.15	\$ 11,527.10	\$ 33,877.01	\$ 167,357.18	Outlot C
Outlot D	1	195,662	4.492	1.03%	1.36%	\$ 4,828.67	\$ 29,196.58	\$ 30,836.08	\$ 64,861.32		\$ 1,541.24	\$ 9,319.14	\$ 5,601.30	\$ 16,461.68	\$ 81,323.00	Outlot D
Outlot E	1	499,401	11.465	2.63%	3.47%	\$ 12,324.52	\$ 74,520.35	\$ 78,704.96	\$ 165,549.83		\$ 3,933.81	\$ 23,785.85	\$ 14,296.57	\$ 42,016.23	\$ 207,566.06	Outlot E
Outlot F	1	675,481	15.507	3.56%	4.70%	\$ 16,669.93	\$ 100,794.92	\$ 106,454.94	\$ 223,919.78		\$ 5,320.81	\$ 32,172.32	\$ 19,337.29	\$ 56,830.41	\$ 280,750.19	Outlot F
Outlot G	1	804,114	18.460	4.24%	5.59%	\$ 19,844.41	\$ 119,989.46	\$ 126,727.33	\$ 266,561.21		\$ 6,334.06	\$ 38,298.95	\$ 23,019.72	\$ 67,652.73	\$ 334,213.93	Outlot G
Outlot H	1	2,603,640	59.771	13.72%	0.00%	\$ 64,254.20	\$ 388,513.77	\$ 162,572.47	\$ 615,340.44	Storm HWL = 36.09 ac (includes 1.59 ac wetland)		Not Applicable				Outlot H
Outlot I	1	519,381	11.923	2.74%	3.61%	\$ 12,817.60	\$ 77,501.76	\$ 81,853.78	\$ 172,173.13		\$ 4,091.20	\$ 24,737.47	\$ 14,868.55	\$ 43,697.21	\$ 215,870.35	Outlot I
Outlot J	1	967,302	22.206	5.10%	6.73%	\$ 23,871.66	\$ 144,340.29	\$ 152,445.55	\$ 320,657.50		\$ 7,619.50	\$ 46,071.39	\$ 27,691.38	\$ 81,382.26	\$ 402,039.77	Outlot J
Outlot K	1	791,652	18.174	4.17%	5.50%	\$ 19,536.87	\$ 118,129.89	\$ 124,763.34	\$ 262,430.09		\$ 6,235.89	\$ 37,705.40	\$ 22,662.97	\$ 66,604.26	\$ 329,034.35	Outlot K
Outlot L	1	732,550	16.817	3.86%	5.09%	\$ 18,078.31	\$ 109,310.72	\$ 115,448.94	\$ 242,837.97		\$ 5,770.34	\$ 34,890.44	\$ 20,971.03	\$ 61,631.81	\$ 304,469.79	Outlot L
Outlot M	1	1,329,375	30.518	7.01%	9.24%	\$ 32,807.12	\$ 198,368.63	\$ 209,507.79	\$ 440,683.54		\$ 10,471.57	\$ 63,316.47	\$ 38,056.60	\$ 111,844.64	\$ 552,528.18	Outlot M
Outlot N	2	1,374,558	31.556	7.25%	9.56%	\$ 33,922.17	\$ 205,110.81	\$ 216,628.57	\$ 455,661.56		\$ 10,827.48	\$ 65,468.48	\$ 39,350.07	\$ 115,646.04	\$ 571,307.60	Outlot N
Outlot O	2	909,535	20.880	4.79%	6.32%	\$ 22,446.05	\$ 135,720.33	\$ 143,341.55	\$ 301,507.93		\$ 7,164.46	\$ 43,320.02	\$ 26,037.66	\$ 76,522.14	\$ 378,030.07	Outlot O
Outlot P	2	548,138	12.584	2.89%	3.81%	\$ 13,527.28	\$ 81,792.86	\$ 86,385.84	\$ 181,705.99		\$ 4,317.72	\$ 26,107.13	\$ 15,691.79	\$ 46,116.63	\$ 227,822.62	Outlot P
Outlot Q	3	881,305	20.232	4.65%	6.13%	\$ 21,749.38	\$ 131,507.86	\$ 138,892.54	\$ 292,149.78		\$ 6,942.09	\$ 41,975.46	\$ 25,229.50	\$ 74,147.06	\$ 366,296.83	Outlot Q
Outlot R	3	623,412	14.312	3.29%	4.33%	\$ 15,384.94	\$ 93,025.21	\$ 67,631.03	\$ 176,041.17	Storm HWL = 4.46 ac - STAC is recalculated	\$ 4,910.66	\$ 29,692.34	\$ 17,846.69	\$ 52,449.68	\$ 228,490.85	Outlot R
Outlot S	3	1,846,870	42.398	9.73%	12.84%	\$ 45,578.17	\$ 275,588.96	\$ 291,064.34	\$ 612,231.47		\$ 14,547.91	\$ 87,964.11	\$ 52,871.16	\$ 155,383.18	\$ 767,614.65	Outlot S
Outlot T	3	351,417	8.067	1.85%	2.44%	\$ 8,672.48	\$ 52,438.26	\$ 55,382.87	\$ 116,493.61		\$ 2,768.13	\$ 16,737.55	\$ 10,060.17	\$ 29,565.86	\$ 146,059.46	Outlot T
Outlot U	3	404,451	9.285	2.13%	2.81%	\$ 9,981.29	\$ 60,351.96	\$ 63,740.96	\$ 134,074.21		\$ 3,185.89	\$ 19,263.50	\$ 11,578.40	\$ 34,027.78	\$ 168,101.98	Outlot U
ROW - CSAH 42	1	358,955	8.240	1.89%	0.00%	\$ 8,858.51	\$ 53,563.07	\$ 56,570.85	\$ 118,992.43			Not Applicable				ROW - CSAH 42
ROW - CR 73	1	525,850	12.072	2.77%	0.00%	\$ 12,977.24	\$ 78,467.06	\$ 82,873.28	\$ 174,317.58			Not Applicable				ROW - CR 73
ROW - FUT 1	1	819	0.019	0.00%	0.00%	\$ 20.21	\$ 122.21	\$ 129.07	\$ 271.50			Not Applicable				ROW - FUT 1
ROW - FUT 2	3	153,282	3.519	0.81%	0.00%	\$ 3,782.79	\$ 22,872.66	\$ 24,157.05	\$ 50,812.49			Not Applicable				ROW - FUT 2
ROW-INTER 1	1	401,445	9.216	2.12%	0.00%	\$ 9,907.10	\$ 59,903.41	\$ 63,267.22	\$ 133,077.73			Not Applicable				ROW-INTER 1
TOTAL		18,972,384	435.55	100.00%	100.00%	\$ 468,211.96	\$ 2,831,049.04	\$ 2,647,665.78	\$ 5,946,926.77						\$5,946,926.77	

Aggregate Trunk Fees - Phase 1 (Highlighted Outlots & ROWs)

Future Net Developed Acres (Total area minus Outlot A, H, ROW CSAH 42, ROW CR 73, ROW FUT 1, ROW FUT 2, ROW INTER 1)	330.163
---	----------------

\$ 113,287.03 \$ 684,991.37 \$ 411,716.62

NOTE: All calculations based on City of Rosemount Adopted 2022 Trunk Rates (Subject to change over time. Actual charges based on rate in year when final subdivision and final platting occur)

SAC WAC STAC
\$ 1,075.00 \$ 6,500.00 \$ 6,865.00

NOTE: City of Rosemount Adopted 2024 Trunk Rates are: SAC = \$1,075/acre; WAC = \$6,500/acre; STAC = \$6,585/acre

EXHIBIT E

MAINTENANCE RESPONSIBILITY

LEGEND (also in lower right corner of Exhibit)

- COLOR INDICATES PARTY/DEVELOPMENT RESPONSIBLE FOR IRRIGATION AND LANDSCAPE MAINTENANCE OF PUBLIC AREAS
- PROPERTY LINE
- PRIVATE PROPERTY NOTE: ALL IRRIGATION EQUIPMENT SUCH AS PIPES AND HEADS USED BY PRIVATE ENTITIES TO IRRIGATE ADJACENT PUBLIC AREAS SHALL REMAIN ON PRIVATE PROPERTY
- BITUMINOUS TRAIL DEMARCATES BOUNDARY OF MAINTENANCE AREAS

LOCATIONS OF AUBURN AVENUE AND AKRON AVENUE, AND 148TH STREET

- Auburn Avenue (including the future portion) is the road shown West of and adjacent to the 2nd Addition shaded area.
- Akron Avenue is the road at the center of Inset F.
- 148th Street is the road that extends East-West from Auburn Avenue to Akron Avenue, South of the 6th and 7th Additions and Outlot C, and North of the 2nd, 3rd, 4th, and 5th Additions.

MAINTENANCE RESPONSIBILITY EXHIBIT

AMBER FIELDS

ROSEMOUNT, MN

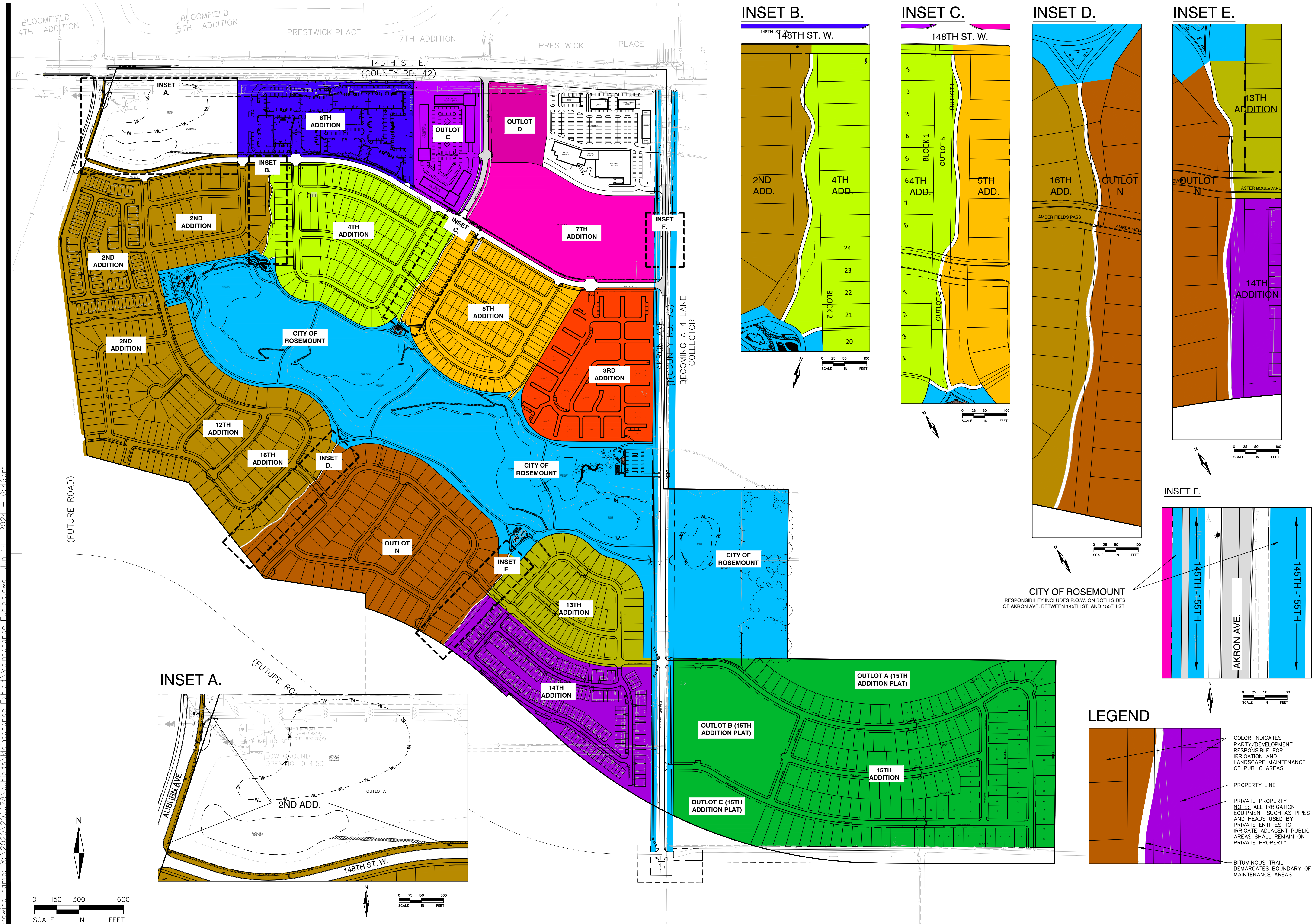
I hereby certify that this plan,
specification, or report was
prepared by me or under my
direct supervision and that I
am a duly Licensed _____
under
the laws of the State of
MINNESOTA

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

QUALITY ASSURANCE/CONTROL

BY	DATE
DATE	ISSUE
7-13-22	MAINTENANCE EXHIBIT

PROJECT TEAM DATA	
DESIGNED:	JDG
DRAWN:	JDG
PROJECT NO:	



ATTACHMENT ONE

Amber Fields Seventeenth Addition Final Plat

AMBER FIELDS SEVENTEENTH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Earl Street Partners II, LLC, a Minnesota limited liability company, owner of the following described property:

Outlot N, AMBER FIELDS, according to the recorded plat thereof, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as AMBER FIELDS SEVENTEENTH ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Earl Street Partners II, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20 ____.

Signed: Earl Street Partners II, LLC

by _____
Mario J. Cocchiarella, Chief Manager

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____ day of _____, 20 ____, by Mario J. Cocchiarella, Chief Manager of Earl Street Partners II, LLC, a Minnesota limited liability company, on behalf of the company.

Signature

Printed Name
Notary Public, _____ County, Minnesota
My Commission Expires _____

SURVEYORS CERTIFICATE

I Daniel Ekrem do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20 ____.

Daniel Ekrem, Licensed Land Surveyor
Minnesota License No. 57366

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____ day of _____, 20 ____, by Daniel Ekrem.

Signature

Printed Name
Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, CITY OF ROSEMOUNT, MINNESOTA

This plat was approved by the City Council of ROSEMOUNT, Minnesota, this _____ day of _____, 20 ____ and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: _____
Mayor Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20 ____.

Todd B. Tollefson
Dakota County Surveyor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA

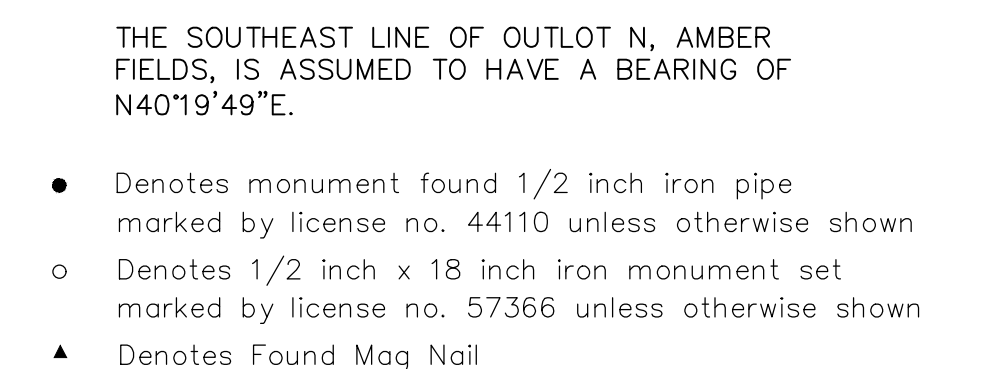
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20 ____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20 ____.

_____, Director
Amy A. Koethe, Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

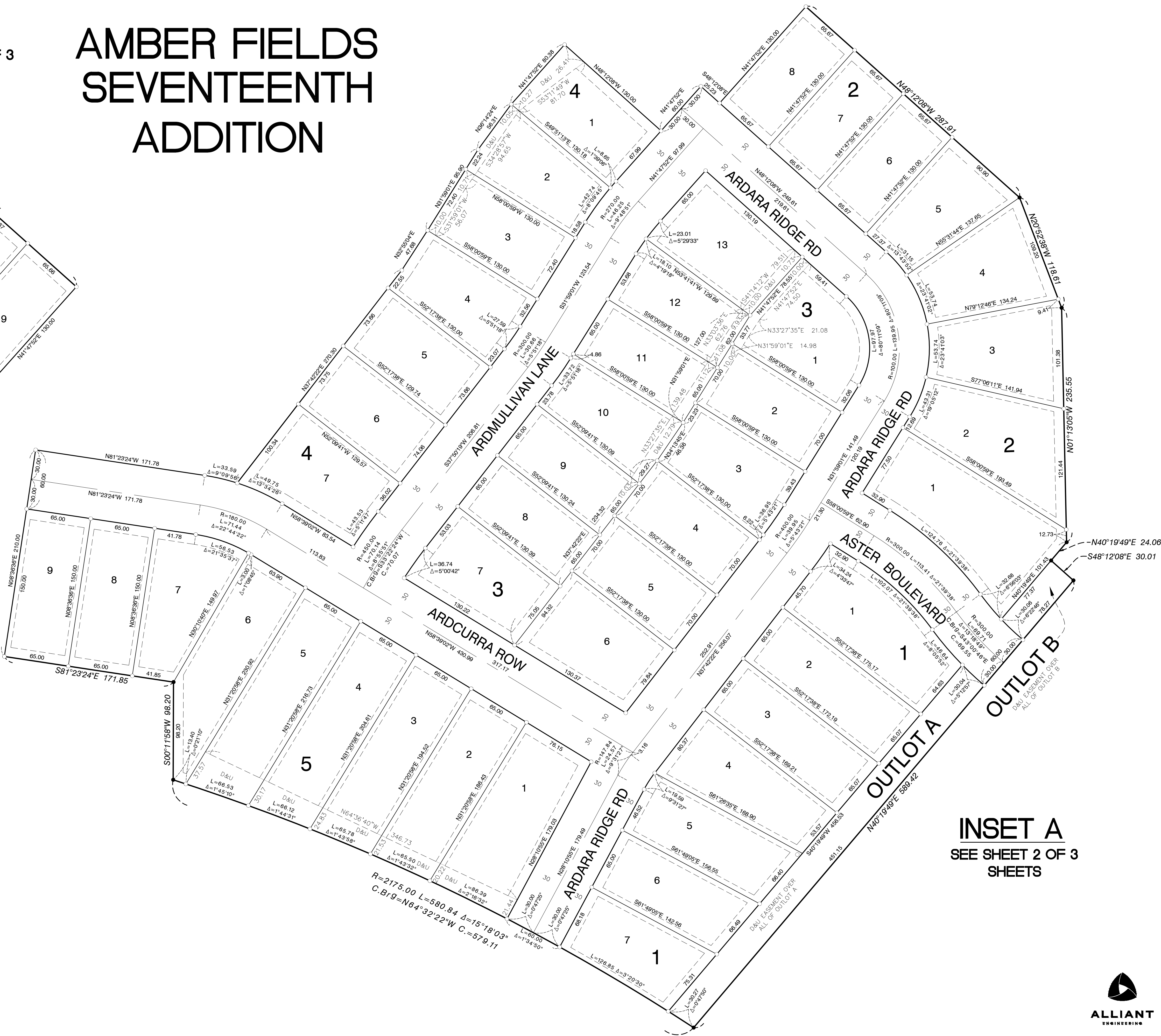
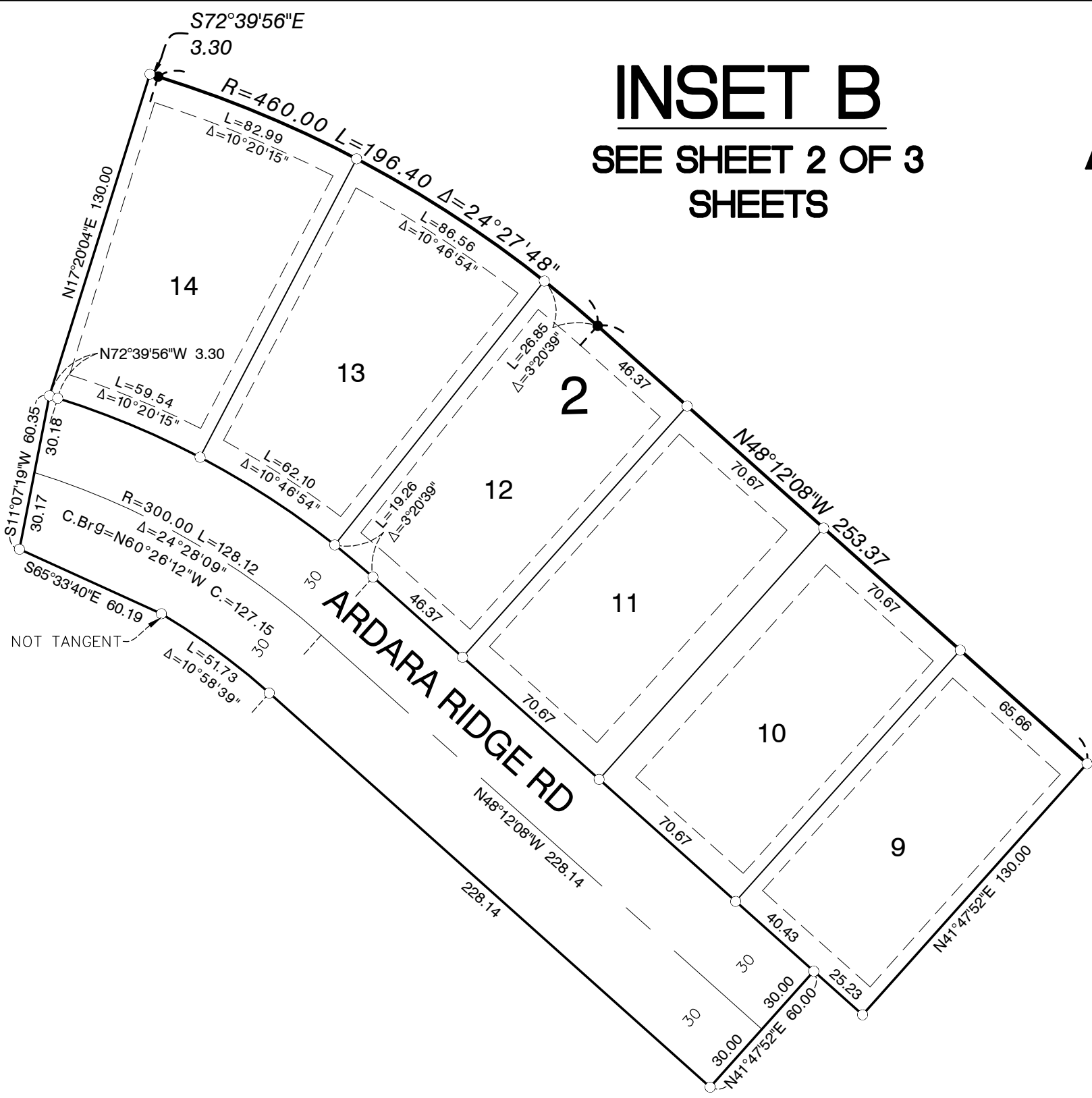
I hereby certify that this plat of AMBER FIELDS SEVENTEENTH ADDITION was filed in the office of the County Recorder for public record on this _____ day of _____, 20 ____, at ____ o'clock ____M. and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

Amy A. Koethe, County Recorder

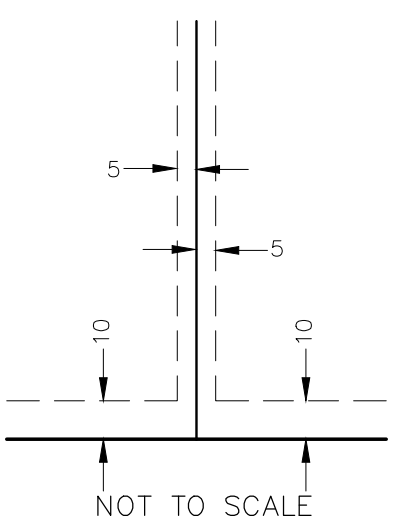


AMBER FIELDS SEVENTEENTH ADDITION

INSET B
SEE SHEET 2 OF 3
SHEETS



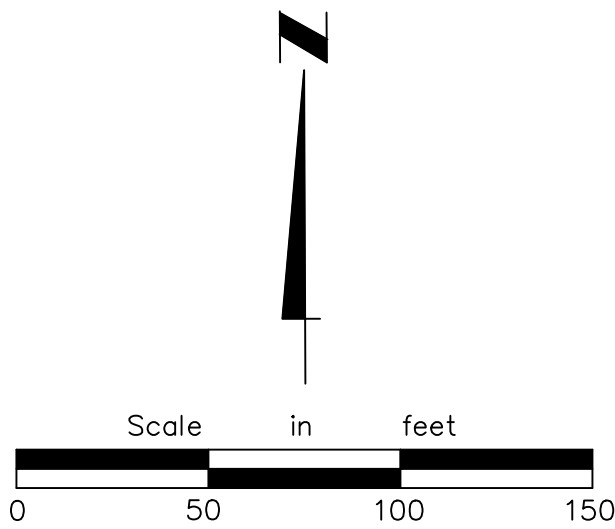
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining side lot lines and 10 feet in width and adjoining rear lot lines and right of way lines, unless otherwise indicated on plat.

THE SOUTHEAST LINE OF OUTLOT N, AMBER FIELDS, IS ASSUMED TO HAVE A BEARING OF N40°19'49"E.

- Denotes monument found 1/2 inch iron pipe marked by license no. 44110 unless otherwise shown
- Denotes 1/2 inch x 18 inch iron monument set marked by license no. 57366 unless otherwise shown
- D & U Denotes Drainage & Utility easement



INSET A
SEE SHEET 2 OF 3
SHEETS

City Council Regular Meeting: July 2, 2024

AGENDA ITEM: Approve Agreement with MetCouncil Environmental Services for 2024-2026 Water Efficiency Grant	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Nick Egger, Public Works Director	AGENDA NO. 6.h.
ATTACHMENTS: Resolution , Grant Acceptance Letter, MCES Water Efficiency Grant Agreement	APPROVED BY: LJM
RECOMMENDED ACTION: Adopt Resolution to Approve Agreement & Authorize Signature of the Public Works Director for the 2024-2026 Water Efficiency Grant	

BACKGROUND

The City of Rosemount has been awarded a Water Efficiency Grant from the Metropolitan Council (MCES) in the amount of up to \$27,000. A city match of up to \$6,750 is required and would be funded from the Water Fund. These funds will be used to issue rebates to utility customers for the purchase and installation of WaterSense low-flow toilets, EnergyStar washing machines, and WaterSense irrigation controllers and irrigation system audits. The MetCouncil is issuing over \$1 million to cities around the metro area for this grant program cycle, which will run from July 1, 2024 - June 30, 2026.

This is the City's fifth time participating in this program since 2016, and the City of Rosemount has been administering a water efficiency program for smart irrigation controllers since July 2, 2018. This program provides residents a credit of 50% of the cost of a WaterSense irrigation controller up a maximum of \$150.00. Since this program was implemented.

As part of this program, the following rebate amounts will be allowed:

- \$50 for Water Sense Toilets
- \$150 for Energy Star Washers
- \$150 for Water Sense Irrigation Controllers
- \$200 for Irrigation system audits

Irrigation system audits may need to be reviewed at a future date to ensure that residents are able to take advantage of this program.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution approving the agreement and authorizing the Public Works Director to be the executor of the document and administrator of the program.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2024 - ____

**A RESOLUTION AUTHORIZING EXECUTION OF
CLEAN WATER FUND GRANT AGREEMENT NO. SG-13469**

WHEREAS, the City Council of the City of Rosemount has ordered the preparation of application to the Metropolitan Council Water Efficiency Grant Program; and

WHEREAS, the Metropolitan Council has reviewed the Rosemount application and has awarded the City of Rosemount a Grant in the amount of \$27,000; and

WHEREAS, the procedures and requirements established by the Metropolitan Council require a resolution certifying the execution of a Grant Agreement to participate in the Clean Water Fund Grant Program;

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

1. Approves of the execution of Agreement SG-21430 with the Metropolitan Council documenting the responsibilities of the City of Rosemount regarding the Clean Water Fund Grant.
2. Authorizes the Public Works Director to be the executor of the Grant Agreement, and the administrator of the program on behalf of the City.
3. Authorizes that the City of Rosemount will make adequate provisions for administration and operation of the Clean Water Fund Grant Program.
4. Authorizes the utilization of Rosemount Water Utility funds to supply the required 25% local matching funds.

ADOPTED this 2nd day of July, 2024.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk



Nick Egger
Public Works Director
2875 145th St W
Rosemount, MN 55068

May 24, 2024

The Metropolitan Council is pleased to award the city of Rosemount the amount of \$27,000 as part of our 2024-2026 Water Efficiency Grant Program. The amount of matching funds required from your city, based on the grant award above, is \$6,750. The city of Rosemount is one of 41 in the Twin Cities Metropolitan Area that applied for and was accepted into this grant program. We are pleased to report that all available grant funds have been awarded and that all applicants will receive an award.

The amount of funds requested totaled \$1,340,880, while the amount of funds available is \$1,100,000. Because funds requested exceed funds available, a set of ranking factors and an objective scoring system were used to distribute the available funds.

Below are some critical points to remember:

- New construction and new developments are not eligible
- Funds are for rebates or grants only; consulting and city staff time are ineligible
- Grant recipients must display the Clean Water, Land and Legacy Amendment logo and the Metropolitan Council logo on all documents which are intended for public use

The Clean Water, Land and Legacy Amendment is available here: <http://www.legacy.leg.mn/legacy-logo/legacy-logo-download>

To obtain electronic and print versions of the Metropolitan Council logo, please contact me at henry.mccarthy@metc.state.mn.us.

As you prepare your municipality's program, please be aware that the following information must be reported on a quarterly basis, on forms to be provided by the Metropolitan Council:

- Number, type and amount of rebates or grants provided to property owners, along with each property address
- Estimated annual gallons of water saved per installation
- Municipality matching funds disbursed
- Electronically scanned copies of receipts to verify the cost of eligible devices being reported

Reporting forms and instructions will be sent to participating communities in summer 2024.

Quarterly reporting periods and reporting form due dates are shown below.

Quarterly Period	Reporting Form Due Date
July 1, 2024 – September 30, 2024	October 31, 2024
October 1, 2024 – December 31, 2024	January 31, 2025
January 1, 2025 – March 31, 2025	April 30, 2025
April 1, 2025 – June 30, 2025	July 31, 2025
July 1, 2025 – September 30, 2025	October 31, 2025
October 1, 2025 – December 31, 2025	January 31, 2026
January 1, 2026 – March 31, 2026	April 30, 2026
April 1, 2026 – June 30, 2026	July 31, 2026

In June, a Grant Legal Agreement will be sent to your city for signature. Completion instructions will be provided in that mailing.

Again, congratulations on your grant award. We look forward to working with you to increase the water efficiency of our region.

Sincerely,



Henry McCarthy
Senior Environmental Scientist | Water Resources | Planning and Policy
Phone: 651-602-1946
henry.mccarthy@metc.state.mn.us



**METROPOLITAN COUNCIL
CLEAN WATER FUND GRANT AGREEMENT**

Recipient: City of Rosemount		Grant No.: SG-21430
Council Action: 2024-121		
Maximum Grant Amount: \$27,000	Recipient Match: \$6,750 (20% of program total)	
Recipient's Authorized Representative: Name: Nick Egger 2875 145 th St W Rosemount, MN 55068 Phone: 651-322-2022 Email Address: nick.egger@rosemountmn.gov		

This Clean Water Fund Grant Agreement ("Grant Agreement") is entered into between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Met Council") and the Recipient named above.

RECITALS

1. Minnesota Session Laws 2023, Chapter 40, Article 2, Section 8(b), appropriated to the Met Council \$1,500,000 in funds from the Legacy Amendment's Clean Water Fund ("Clean Water Fund") for State fiscal years 2024 and 2025, for water demand reduction grants to assist municipalities in the metropolitan area with implementing water demand reduction measures to ensure the reliability and protection of drinking water supplies.
2. The Met Council is authorized by Minnesota Statutes sections 473.129, subdivision 4 to apply for and use grants from the State for any Metropolitan Council purpose and may dispose of the money in accordance with the terms of the appropriation.
3. The Recipient is authorized to receive grants from the Clean Water Fund for a water demand reduction program to implement measures to reduce water demand to ensure the reliability and protection of drinking water supplies.
4. On May 22, 2024, the Met Council authorized the granting \$1,100,000 of the appropriation to the Recipients participating in the grant program.
5. The Recipient represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the reasonable satisfaction of the Met Council.

GRANT AGREEMENT

1. Term of Grant Agreement.

1.1. Effective Date. The Effective Date of this Grant Agreement is the date this agreement is fully executed.

1.2. Grant Activity Period. The Grant Activity Period runs from the Effective Date through the Expiration Date.

1.3. Expiration Date. The Expiration Date is the earlier of Recipient's satisfactory fulfillment of obligations or June 30, 2026.

1.4. Survival of Terms. The following clauses survive the expiration, termination or cancellation of this Grant Agreement:

- 9. Liability and Insurance;
- 10. Audits;
- 11. Government Data Practices;
- 13. Data Availability;
- 14. Governing Law, Jurisdiction, and Venue;
- 16. Data Disclosure; and
- 18.7 Future Eligibility.

2. Duties, Representations and Warranties of Recipient and Use of Grant Funds.

2.1. The Recipient will conduct, administer and complete in a satisfactory manner and in accordance with the terms of this Grant Agreement the program ("Recipient Program") which is described in Recipient's application to the Met Council for assistance under the Met Council's Clean Water Fund grant program. The Recipient's application is incorporated into this Grant Agreement as Exhibit A. Recipient will perform the Recipient Program in accordance with the timeline in Exhibit B of this Grant Agreement and to undertake the financial responsibilities described in Exhibit B which is incorporated into this Grant Agreement. The Recipient must complete the Recipient Program as described in Exhibits A and B. The Met Council makes no representation or warranties with respect to the success and effectiveness of the Recipient Program. The Met Council acknowledges that Recipient Program work may be limited to soliciting participation by its residents and businesses in the Recipient Program and requires additional work by the Recipient only to the extent that residents and businesses choose to participate in the Recipient Program, as described in Exhibit B.

The Grant Funds must be entirely passed through and can only be used for authorized rebates or grants for qualifying activities.

2.2. Recipient Representations and Warranties. The Recipient represents and warrants to Met Council, as follows:

A. It has the legal authority to enter into this Grant Agreement and to conduct and administer the Recipient Program and use the Grant Funds for the purpose or purposes described in this Agreement

B. It has taken all actions necessary for its execution of the Agreement and has provided to Met Council a copy of the resolution by its governing body authorizing Recipient to enter into this Agreement.

C. It has the legal authority to undertake the Recipient Program, including the Recipient's financial responsibilities in Exhibit B.

D. Only its Authorized Representative may provide certifications required in this Grant Agreement and submit pay claims for reimbursement of Recipient Program costs.

E. It will comply with all the terms of this Grant Agreement.

F. It will comply with all requirements of Clean Water Funding legislation and appropriations, except for requirements that this Grant Agreement explicitly states will be handled by the Met Council.

G. It has made no material false statement or misstatement of fact in connection with the Grant Funds, and all of the information it has submitted or will submit to the Met Council relating to the Grant Funds or the disbursement of any of the Grant Funds is and will be true and correct. It agrees that all representations contained in its application for the Clean Water Fund Grant are material representations of fact upon which the Met Council relied in awarding this Grant and are incorporated into this Agreement by reference.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no material actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it and is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Grant Agreement, or to perform any of the acts required of it in the Agreement.

I. Compliance with the requirements of this Grant Agreement is not prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement to which it is bound.

J. The Recipient Program will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Recipient Program will be conducted in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or political subdivisions having jurisdiction over the Recipient Program.

L. It will comply with the financial responsibility requirements contained in Exhibit B.

M. It will furnish satisfactory evidence regarding these representations if requested by the Met Council.

3. Time.

Recipient must comply with all time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. Eligible Costs.

Eligible costs are those costs incurred by parties within the jurisdiction of the Recipient for 80% of rebate or grant payments as defined in Exhibit B. The Met Council will not reimburse Recipient for non-eligible costs. Any cost not defined as an eligible cost or not included in the Recipient Program or approved in writing by the Met Council is a non-eligible cost.

5. Consideration and Payment.

5.1 **Consideration.** The Met Council will reimburse the Recipient for eligible costs performed by the Recipient during the Grant Activity Period up to the Maximum Grant Amount as specified in this agreement. The Met Council bears no responsibility for any cost overruns that may be incurred by the Recipient or any sub-recipients. The Recipient may be eligible to receive additional grant amounts or an adjustment of the Maximum Grant Amount in accordance with the procedure in the Grant Amendment Form attached and incorporated as Exhibit C. A fully executed Exhibit C will amend this Grant by the amount in Exhibit C.

5.2. **Advance.** The Met Council will make no advance of the Grant Amount to Recipient.

5.3. **Payment.** To receive payment, the Recipient must submit a Reimbursement Request on forms provided by the Met Council, including electronically scanned receipts to verify the cost of eligible devices reported for each reporting period. Reimbursement Request must be submitted quarterly, even if there are no eligible costs to report. The Recipient must describe its compliance with its the financial requirements, work completed including specific addresses where work was done, and provide sufficient documentation of grant eligible expenditures and any other information the Met Council reasonably requests. The Met Council will promptly pay the Recipient after the Recipient presents to the Met Council a Reimbursement Request and scanned copies of all receipts verifying the cost for all eligible devices reported and the Met Council's Authorized Representative accepts the invoiced services.

6. Conditions of Payment.

6.1. For each approved device for which Recipient requests payment, Recipient must certify the following to the Met Council:

- (1) the device has been purchased during the Grant Activity Period;
- (2) Recipient received receipts for the device; and
- (3) the purchase was not performed in violation of federal, state, or local law, or regulation.

6.2. **Conditions Precedent to Any Reimbursement Request.** The obligation of the Met Council to make reimbursement payments is subject to the following conditions precedent:

A. The Met Council's receipt of a Reimbursement Request/Progress Report for the funds requested, and electronic copies of receipts verifying the cost for all eligible devices for that reporting period;

B. If requested by the Met Council (in form and substance acceptable to the Met Council), evidence that (i) the Recipient has legal authority to and has taken all actions necessary to enter into this Agreement and (ii) this Agreement is binding and enforceable against the Recipient;

C. There is no Event of Default under this Grant Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse; and

D. The Recipient has supplied to the Met Council all other items that the Met Council may reasonably require to assure good fiscal oversight of state's funding through the Clean Water Fund.

7. Authorized Representative.

The Met Council's Authorized Representative is:

Name: Henry McCarthy or successor
Title: Senior Environmental Scientist
Mailing Address: 390 North Robert Street
St. Paul, MN 55101
Phone: (651) 602-1946
E-Mail Address: henry.mccarthy@metc.state.mn.us

The Met Council's Authorized Representative has the responsibility to monitor the Recipient's performance and the authority to accept the services provided under this Grant Agreement. If the services are satisfactory, the Met Council's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Recipient's Authorized Representative is noted on the first page of this Grant Agreement. If the Recipient's Authorized Representative changes at any time during this Grant Agreement, the Recipient must immediately notify the Met Council and within 30 days provide a new City resolution (if such resolution is necessary) specifying the new Representative.

8. Assignment, Amendments, Waiver, Grant Agreement Complete, and Order of Precedence.

8.1 Assignment. The Recipient may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior written consent of the Met Council and a fully executed Assignment Agreement.

8.2 Amendments. Except as provided in this Section 8.2, any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the appropriate parties. If requested by the Recipient in writing, the Met Council may at its sole discretion authorize in writing a minor change to the Recipient Program in Exhibit A without a formal executed amendment to this Grant Agreement.

8.3 Waiver. If the Met Council fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

8.4 Grant Agreement Complete. This Grant Agreement contains all negotiations and agreements between the Met Council and the Recipient. No other understanding regarding this Grant Agreement, whether written or oral, may be used to bind either party.

8.5 Order of Precedence. This Grant Agreement will be interpreted in the following order of precedence:

(1) Grant Agreement excluding exhibits;

(2) Exhibit B; and

(3) Exhibit A.

9. Liability and Insurance.

9.1 **Liability.** The Recipient and the Met Council are each responsible for their own acts and the acts of their employees and the results thereof. To the extent authorized by law, a party is not responsible for the acts of the other party and the results thereof. The liability of the Parties is governed by Minnesota Statutes Chapter 466 and other applicable laws. Neither Party waives any applicable limits on liability or immunities.

9.2 **Relationship of the Parties.** Nothing contained in this Grant Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Recipient and the Met Council, nor will the Recipient be considered or deemed to be an agent, representative, or employee of the Met Council in the performance of this Grant Agreement, or the Recipient Program.

The Recipient represents that it has already or will secure or cause to be secured all personnel required for the performance of this Grant Agreement and the Recipient Program. All personnel of the Recipient or other persons while engaging in the performance of this Grant Agreement or the Recipient Program will not have any contractual relationship with the Met Council related to the work of the Recipient Program and will not be considered employees of the Met Council. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Recipient, its officers, agents, contractors, or employees will in no way be the responsibility of the Met Council. Such personnel or other persons may not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Met Council, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

10. Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Recipient's books, records, documents, and accounting procedures and practices relevant to this Grant Agreement are subject to examination by the Met Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the termination date of this Grant Agreement.

11. Government Data Practices.

The Recipient and Met Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, as it applies to all data provided by the Met Council under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Recipient under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Recipient or the Met Council. If the Recipient receives a request to release the data referred to in this Clause, the Recipient must immediately notify the Met Council.

12. Workers' Compensation.

The Recipient certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Recipient's employees and agents will not be considered Met Council employees. Any claims that may arise under the Minnesota Workers Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Met Council's obligation or responsibility.

13. Data Availability.

To the extent and as requested by the Met Council, Recipient agrees to comply with Minn. Stat. § 114D.50, subd. 5 requirements for data collected by the Recipient Programs funded with money from the Clean Water Fund that have value for planning and management of natural resources, emergency preparedness and infrastructure investments, including but not limited to the requirement that to the extent practicable, summary data and results of Recipient Programs funded with money from the Clean Water Fund should be readily accessible on the internet and identified as a Clean Water Fund Recipient Program. The Met Council will put overall summary information on the internet and will encourage the Recipient put its city information on the web. Recipient understands and agrees that Met Council may list its name and summary information on the internet or in any other Grantor reporting.

Data collected by the Recipient Program, if any, funded with money from the Clean Water Fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments must conform to the enterprise information architecture developed by the Department of Information Technology Services. Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Minnesota Geospatial Information Office. A description of these data that adheres to the Department of Information Technology Services geographic metadata standards must be submitted to the Minnesota Geospatial Information Office to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under chapter 13. To the extent practicable, summary data and results of projects funded with money from the clean water fund should be readily accessible on the Internet and identified as a clean water fund project.

14. Governing Law, Jurisdiction, and Venue.

This Grant Agreement will be construed and enforced under the laws of the State of Minnesota without regard to its conflict of law provisions. The venue for any legal proceedings arising out of this Grant Agreement will be the appropriate state or federal court in Ramsey County, Minnesota.

15. Termination.

The Met Council may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Recipient. Upon termination, the Recipient will be entitled to payment for services prequalified and satisfactorily performed before the termination notice.

16. Data Disclosure.

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Recipient consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the Met Council, to federal and state tax agencies and Met Council personnel involved in the

payment of Met Council obligations. Recipient will require compliance with this Section 16 by Recipient's subrecipient of Grant funds and shall submit evidence of such compliance to Met Council as requested.

17. Notices.

In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and must be personally served or sent by email or United States mail, to the Authorized Representative of the party to whom it is directed.

18. Miscellaneous.

18.1 Report to Legislature. As provided in Minn. Stat. § 3.195, the Met Council must submit a report on the expenditure and use of money appropriated under the Clean Water Fund to the legislature by January 15 of each year. The report must detail the outcomes in terms of additional use of Clean Water Fund resources, user satisfaction surveys, and other appropriate outcomes. The Recipient agrees to provide to the Met Council by January 1 of each year a report on any user satisfaction surveys it has related to this Recipient Program, and other appropriate outcomes of the Recipient Program as prescribed in Section 18.3 of this Agreement.

18.2 Supplement. The funds granted under this agreement are to supplement and shall not substitute for traditional sources of funding. Recipient certifies to the Met Council that there was and is no traditional Recipient sources of funding for the City to help fund 80% of the subject water efficiency rebate or grant work.

18.3 Measurable Outcomes. A Recipient Program or program receiving funding from the Clean Water Fund must meet or exceed the constitutional requirement to protect, enhance, and restore water quality in lakes, rivers and streams and to protect groundwater and drinking water from degradation. A Recipient Program or program receiving funding from the Clean Water Fund must include measurable outcomes, as defined in Minn. Stat. § 3.303, subdivision 10, and a plan for measuring and evaluating the results. A Recipient Program or program must be consistent with current science and incorporate state-of-the-art technology. All information for funded Recipient Program work, including the proposed measurable outcomes, must be made available for publication on the web site required under Minn. Stat. § 3.303, subdivision 10, as soon as practicable and forwarded to the Met Council and the Legislative Coordinating Commission under the provisions of Minn. Stat. § 3.303, subd. 10. The Recipient must compile and submit all information for funded Recipient Programs or programs, including the proposed measurable outcomes and all other items required under Minn. Stat. § 3.303, subdivision 10, to the Met Council and, if requested by the Met Council, the Legislative Coordinating Commission as soon as practicable or by January 15 of the applicable fiscal year, whichever comes first.

18.4 Minn. Stat. § 16B.98. Grants funded by the Clean Water Fund must be implemented according to section 16B.98 and must account for all expenditures.

18.5 Benefit to Minnesota Waters. Money from the Clean Water Fund may only be spent on Recipient Programs that benefit Minnesota waters.

18.6 Website. If the Recipient has information on its website about the water efficiency grant program under Minn. Stat. § 114D.50, the Recipient will when practicable in accordance with Minn. Stat. § 114D.50, subd. 4(f) prominently display on the Recipient's website home page the Legacy logo accompanied by the phrase "Click here for more information." When a person clicks

on the Legacy logo image, the website must direct the person to a web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Met Council's and Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

18.7 Future Eligibility. Future eligibility for money from the Clean Water Fund is contingent upon the Recipient satisfying all application requirements related to Met Council's fulfillment of Minn. Stat. § 114D.50 as well as any additional requirements contained in 2021, 1st Special Session, Chapter 1, Article 2, Section 8.

18.8 Prevailing Wages. The Recipient agrees to comply with all of the applicable provisions contained in chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.50, as they may be amended, modified or replaced from time to time with respect to the Recipient Program. By agreeing to this provision, the Recipient is not acknowledging or agreeing that the cited provisions apply to the Recipient Program.

18.9 Disability Access. Where appropriate, Recipient of clean water funds, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards, committees, and commissions, should make progress toward providing greater access to programs, print publications, and digital media for people with disabilities related to the programs the recipient funds using appropriations made in this agreement.

18.10. General Provisions.

(i) Lawsuit. This Grant shall be canceled if a court determines that the appropriation illegally substitutes for a traditional source of funding.

(ii) Termination Due to Lack of Funds. Recipient recognizes that Met Council's obligation to reimburse Recipient for eligible Recipient Program costs is dependent upon Met Council's receipt of funds from the State of Minnesota appropriated to Met Council under 2023 Session Law, Chapter 40, Article 2, Section 8(b). Should the State of Minnesota terminate such appropriation or should such funds become unavailable to Met Council for any reason, Met Council shall, upon written notice to Recipient of termination or unavailability of such funds, have no further obligations for reimbursement or otherwise under this Grant Agreement. In the event of such written notice, Recipient has no further obligation to complete the Recipient Program as required by this Grant Agreement.

18.11. Counterparts and Electronic Signatures. This Grant Agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original and the counterparts will together constitute one agreement. A copy of this Grant Agreement, including its signature pages, will be binding and deemed to be an original. Electronic signatures using Adobe Sign or a similar program will be deemed an original signature.

19. Default and Remedies.

19.1 Defaults. The Recipient's failure to fully comply with any of the provisions contained in this Grant Agreement constitute an event of default ("Event of Default").

19.2. Remedies. Upon an event of default, the Met Council may exercise any one or more of the following remedies:

- a. Refrain from disbursing the Grant;
- b. Demand that all or any portion of the Grant already disbursed be repaid to it, and upon such demand the Recipient shall repay such amount to the Met Council; and
- c. Enforce any additional remedies the Met Council may have at law or in equity.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

METROPOLITAN COUNCIL

By: _____
Regional Administrator, successor, or delegate

Date: _____

RECIPIENT:

The Recipient certifies that the appropriate person(s) have executed the this agreement on behalf of the Recipient as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Printed Name and Title

Date: _____

EXHIBIT A

(Application from community)



2024 – 2026 METROPOLITAN COUNCIL WATER EFFICIENCY GRANT PROGRAM APPLICATION FORM

updated 02/08/2024

Applicant Information:

MUNICIPALITY:	City of Rosemount
MUNICIPAL UTILITY:	Rosemount
MAILING ADDRESS:	2875 145th Street W, Rosemount MN 55068

Grants are only for water efficiency programs offering rebates or grants to property owners who are customers of the municipal water supply system and who replace specified water using devices with approved devices that use substantially less water. In municipalities where only some neighborhoods or areas are served by a municipal public water supply system, only those served by the municipal public water supply system are eligible.

If applicable, please specify what parts of your municipality would be eligible to receive rebates or grants:

--

Primary Contact Information:

Municipality primary authorized representative (all correspondence regarding the Water Efficiency Grant Program should be addressed to individual named below):

NAME:	Nick Egger
TITLE:	Public Works Director
STREET:	2875 145th Street W
CITY, ZIP:	Rosemount 55068
PHONE:	651-322-2022
EMAIL:	nick.egger@rosemountmn.gov

Secondary Contact Information:

Municipality secondary authorized representative:

NAME:	Amy Simonson
TITLE:	Public Works Office Specialist
STREET:	2875 145th Street W
CITY, ZIP:	Rosemount 55068
PHONE:	651-322-2022
EMAIL:	amy.simonson@rosemountmn.gov

Water Use and Savings Information:

Municipal Total Per Capita Water Use, in gallons per person-day (2022):	112
Municipal Residential Per Capita Water Use, in gallons per person-day (2022):	95
Municipal Ratio of Peak Month to Winter Month Water Use (2022):	3.3
Municipality's estimated annual water savings from proposed program, in gallons:	900,000

Program Design:

Requested Grant Amount (must equal 80% of total program budget):	\$28,000
Required Municipality Matching Amount (must equal 20% of total program budget):	\$7,000
Total Program Budget (Requested Grant Amount + Match):	\$35,000

Example Calculation:

Requested Grant Amount	\$16,000 (80% of total)
Required Municipality Matching Amount	\$4,000 (20% of total)
Total Program Budget	\$20,000 (100% of total)

Will your program be a grant program or rebate program? Rebate

Estimated Number of Items:

Item	Estimated Number
Toilets	20
Irrigation Controllers	40
Irrigation Spray Sprinkler Bodies	20
Irrigation System Audits	6
Showerheads	0
Clothes Washing Machines	15
Dishwashers	8

Project Work Plan and Schedule:*

Task Description	Responsible Person	Start Date	Completion Date
Post information on City website about program	City of Rosemount Staff	7/1/24	6/30/26
Print in city-wide newsletter quarterly	City of Rosemount Staff	7/1/24	6/30/26
Offer rebates on toilets, washers, dishwashers, irrigation controllers, and irrigation audits for individual residences	City of Rosemount Staff	7/1/24	6/30/26
Offer grants for irrigation audits and WaterSense repairs recommended in audits for HOAs in partnership with the Vermillion River Watershed Joint Powers Organization	City of Rosemount Staff in partnership with the VRWJPO	7/1/24	6/30/26
Direct mailing to Homeowners Associations specifically calling their attention to the irrigation audit portion of the program and how it has great potential to help them save money	City of Rosemount Staff	7/1/24	6/30/26

** Municipality may create own project plan and schedule form*

Communications to Property Owners:

How will your program be advertised (check all that apply):

Newsletter	☒
Print media	☐
Email	☐
X (formerly Twitter)	☒
Website	☒
Radio	☐
Television	☐
Facebook	☒
Nextdoor	☒
Other social media	☒

Please attach examples of proposed newsletter, print media, or email communications.

Critical Points to Remember:

- The applying municipality must be served by a municipal public water supply system
- New construction and new developments are not eligible
- A portion of each eligible activity's cost must be paid by the property owner
- Funds are for rebates or grants only; consulting and city staff time are ineligible
- Grant recipients must display the Clean Water, Land and Legacy Amendment logo and the Metropolitan Council logo on program-related web pages and paper communications

Take Advantage of Rebates That Help You Save Water

Water Efficiency Rebates

Save Money Without Sacrificing Performance

Residents can apply to receive a onetime rebate on their water bill for up to 50% of the purchase price of the following water saving appliances and services:

- WaterSense Low Flow Toilets - \$50 maximum rebate
- Energy Star Clothes Washers - \$150 maximum rebate
- Energy Star Dishwashers - \$150 maximum rebate
- WaterSense Irrigation Controllers - \$150 maximum rebate
- Irrigation System Audits - \$200 maximum rebate

** Please note – this program is not available for newly constructed homes **

Access an application for your rebate at www.RosemountMN.gov/rebates under the Your Water tab.

Contact Rosemount Public Works at pwadm@ci.rosemount.mn.us or 651-322-2022 with your questions.



Get a Rebate for Resilient Landscaping



Stormwater Rebates

Add Some Wow to Your Yard with Water Saving Gardens

The City of Rosemount offers up to a 50% rebate on the installation of the following stormwater improvement projects:

- Native Plantings under 11,000 square feet* - \$250 maximum rebate
- Native Plantings over 11,000 square feet* - \$500 maximum rebate
- Raingardens - \$500 maximum rebate
- Buffers or Native Plant Shoreline Stabilizations - \$500 maximum rebate

** Projects must treat stormwater runoff on site **

** Some projects require city approval prior to installation to qualify **

The Rosemount Stormwater Rebate can be used in conjunction with other grant programs, such as the SWCD Landscaping for Clean Water Program and the BWSR Lawns to Legumes Program.

Access an application for your rebate at www.RosemountMN.gov/rebates under the Your Yard tab.

Contact Rosemount Public Works at pwadm@ci.rosemount.mn.us or 651-322-2022 with your questions.

Do your part, we're in a drought

We use two to three times more water during the summer months compared to the winter due to outdoor water usage. Parts of Dakota County are officially in a drought, and we need your help.

Here are a few simple steps to help save water and your lawn:

- 1 Cut back watering your lawn, it only needs 1 inch of water/rain each week.

- Watering too much encourages disease and keeps grass roots short.
- Promote a drought tolerant lawn by watering infrequently. Water soil to a 6-8 inch depth and wait a week to water again.
- Visit maps.cocorahs.org to see if your lawn received enough rain and if you need to water.



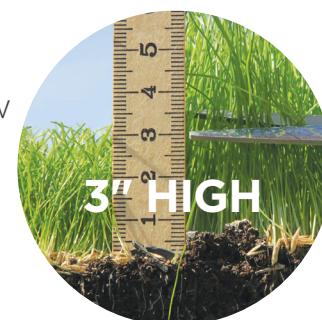
- 2 Check your irrigation or automatic sprinkler system for leaks and broken heads.

- Almost 25 percent of homes have five or more leaking sprinklers. Just one can waste more than 1,000 gallons of water per hour.
- Get a smart controller that automatically adjusts watering schedules depending on weather, soil conditions, evaporation, plant water use and more.



- 3 Raise your mower height to 3 inches.

- Grass roots will grow deeper to reach more water and will create a healthier, stronger and more disease-free lawn.



To learn more tips on how to reduce your water usage, visit extension.umn.edu and search *lawn care*.

For more water conservation tips, visit www.dakotacounty.us, search *water conservation*.

\$\$ ARE YOU TAKING ADVANTAGE OF UTILITY REBATES \$\$

ONE TIME REBATES ARE AVAILABLE TO RESIDENTS WITH QUALIFYING PROJECTS

WATER

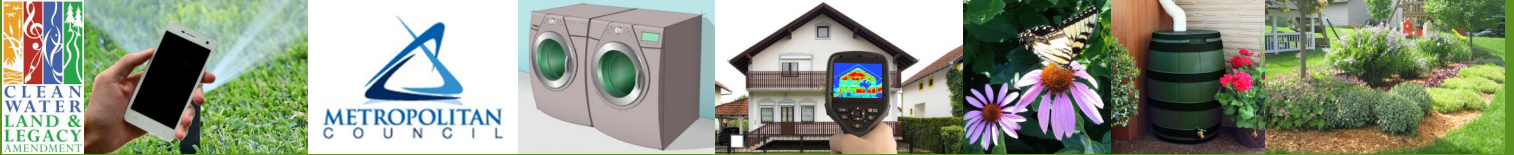
- ◆ WaterSense Low Flow Toilets
- ◆ Energy Star Washing Machines
- ◆ WaterSense Irrigation Controllers
- ◆ Irrigation System Audits

ENERGY

- ★ Lighting
- ★ Appliances
- ★ Heating and Cooling
- ★ Energy Audits

STORMWATER

- ◆ Rain Barrels
- ◆ Native Plant Gardens
- ◆ Raingardens
- ◆ Buffers



LEARN MORE: WWW.CI.ROSEMOUNT.MN.US/736/7616/REBATES-ASSISTANCE-PROGRAMS

\$\$ ARE YOU TAKING ADVANTAGE OF UTILITY REBATES \$\$

ONE TIME REBATES ARE AVAILABLE TO RESIDENTS WITH QUALIFYING PROJECTS

WATER

- ◆ WaterSense Low Flow Toilets
- ◆ Energy Star Washing Machines
- ◆ WaterSense Irrigation Controllers
- ◆ Irrigation System Audits

ENERGY

- ★ Lighting
- ★ Appliances
- ★ Heating and Cooling
- ★ Energy Audits

STORMWATER

- ◆ Rain Barrels
- ◆ Native Plant Gardens
- ◆ Raingardens
- ◆ Buffers



LEARN MORE: WWW.CI.ROSEMOUNT.MN.US/736/7616/REBATES-ASSISTANCE-PROGRAMS

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- ◆ Irrigation System Audits

ENERGY

- ★ Lighting
- ★ Appliances
- ★ Heating and Cooling
- ★ Energy Audits

STORMWATER

- ◆ Rain Barrels
- ◆ Native Plant Gardens
- ◆ Raingardens
- ◆ Buffers



LEARN MORE: WWW.CI.ROSEMOUNT.MN.US/736/7616/REBATES-ASSISTANCE-PROGRAMS

Annual WATER SYSTEM MAINTENANCE

More than 1,700 city-owned fire hydrants are flushed annually each spring. This process helps clear mineral deposits from the water mains and ensures that each hydrant is in peak operating condition in case of emergency. Occasionally this causes discolored water to appear from your faucets. If this happens, residents are encouraged to run the water in all taps in their home until the water is clear again. Avoid doing laundry until the water runs clear for several minutes.

More than 1,600 water valves will also be operated, examined, cleaned and repaired if necessary, during the multi-year inspection cycle. This process - like hydrant flushing - can stir up deposits in the water mains. Remember to let your cold water run for several minutes to clear the lines before calling in. If you continue to have issues with discolored or strong-smelling water, please call our Public Works department at 651-322-2022.

POND INSPECTIONS

The City of Rosemount has more than 250 stormwater ponds, lakes, and wetlands, a portion of which are inspected each year. City staff or hired consultants will look at the condition of pipes, for signs of erosion, accumulated sediment, trees/brush that block maintenance access, and other issues during inspections. You may see inspectors taking measurements, writing notes, taking samples, and taking pictures. In some cases, inspectors may wear waders or use canoes/kayaks to collect measurements and samples.

The City uses the inspections to generate and prioritize maintenance lists. The most common maintenance activity is the removal of brush and trees.

REPORTING Illegal Dumping and Spills

If you see spills or illegal dumping, we want to hear about it. For emergencies that are immediate threats to life or property or after-hours spills, call 9-1-1. For non-emergencies during business hours, contact Rosemount Public Works at 651-322-2022 or use our online reporting tools.

Storm drains in the street drain directly into neighborhood lakes, ponds, and wetlands. Look for these signs of dumping and spills on curbs, sidewalks, streets and in local waters:

- Oily sheens, suds or foams, unusual colors and/or odors, excessive trash
- Barrels with unknown contents
- Pipes with water flowing into ponds when it has not recently
- Unexplained staining on the curb
- Sanitary sewage (wastewater that looks like it should have been flushed down a toilet)

GREEN Rebates

Rosemount Stormwater Rebate

Property owners that install approved water quality improvement projects (e.g. raingardens, buffers, rain barrels, and native plant gardens) can receive a one-time rebate on their stormwater utility fee through the Stormwater Rebate program. Rebates range from \$20-\$500 and cannot exceed 50% of total qualifying costs. **Apply early! Funding is limited and restrictions apply.**

Water Efficiency Rebates

You can save money without sacrificing performance. Residents can apply to receive a one-time rebate on their water bill for installing WaterSense low flow toilets, Energy Star washing machines, WaterSense irrigation controllers, or by having an irrigation system audit. Rebates range in price from \$50-\$200 and cannot exceed 50% of the pretax cost. **Apply early, as funds are limited.**

For information about these programs and more ways to save, visit rosemountmn.gov/rebates.

City Seeking Wetland Monitoring Volunteers

The Wetland Health Evaluation Program (WHEP) seeks volunteers to monitor wetlands this summer. You could be part of this important citizen science program in its 26th year!

WHEP volunteers work as a team to monitor five wetlands for vegetation and macroinvertebrates (bugs and other small critters) from May through July. The time commitment is about 15 hours total over the course of the summer, and equipment and free training are provided.

More information is available at www.mnwhep.org.



City of Rosemount - Government

3d · 🌐

It's Fix a Leak Week! Get help replacing your leaky toilet and other water guzzling appliances in your house with the Rosemount Water Efficiency Rebate Program. Rosemount residents have saved nearly 3.7 million gallons of water a year by replacing old appliances with water saving WaterSense appliances through this program since 2020:
<https://rosemountmn.gov/.../Rebates-Assistance-Programs...>

THE FACTS ON LEAKS



percent of homes have leaks that waste 90 gallons or more per day



A leaky faucet dripping at the rate of one drip per second can waste more than

Did you know?

Minor water leaks account for nearly



EXHIBIT B



2024 – 2026 METROPOLITAN COUNCIL WATER EFFICIENCY GRANT PROGRAM GUIDELINES *updated 06/06/2024*

Overview

The Metropolitan Council (Met Council) will implement a water efficiency grant program effective July 1, 2024 to June 30, 2026. Grants will be awarded on a competitive basis to municipalities that are served by a municipal water system.

The Met Council will provide 80% of the program cost; the municipality must provide the remaining 20%. Municipalities will use the combined Met Council and municipality funds to run their own grant or rebate programs.

Grants will be made available in amounts with a minimum of \$5,000 and a maximum of \$50,000. Grantees will be required to provide estimated water savings achieved through this program for Clean Water, Land & Legacy Amendment reporting purposes.

Legislative Directive - Minnesota 2023 Session Laws

\$750,000 the first year and \$750,000 the second year are for the water demand reduction grants to assist municipalities in the metropolitan area with implementing water demand reduction measures to ensure the reliability and protection of drinking water supplies. Fiscal year 2024 appropriations are available until June 30, 2025, and fiscal year 2025 appropriations are available until June 30, 2026.

Grant Program Goal

The goal of the water efficiency grant program is to support technical and behavioral changes that improve municipal water use efficiency in the seven-county metropolitan area.

Critical Points to Remember

- The applying municipality must be served by a municipal public water supply system
- New construction and new developments are not eligible
- A portion of each eligible activity's cost must be paid by the property owner
- Funds are for rebates or grants only; consulting and city staff time are ineligible

- Grant recipients must display the Clean Water, Land and Legacy Amendment logo and the Metropolitan Council logo on program-related web pages and paper communications

Grant Program Structure: Administration and Funding

The Water Efficiency Grant Program will be administered by Metropolitan Council Environmental Services (Environmental Services) and will be funded with \$1,100,000 appropriated by the 2023 Minnesota Legislature. Grant applications will be reviewed and ranked Metropolitan Council Water Resources staff. The remaining \$400,000 of this funding has been allocated to a different, equity-focused municipal water efficiency grant project.

Grants are only for water efficiency programs offering rebates or grants to property owners who are customers of the municipal water supply system and who replace specified water using devices with approved devices that use substantially less water. In municipalities where only some neighborhoods or areas are served by a municipal public water supply system, only those served by the municipal public water supply system are eligible.

Grants will be awarded to municipalities in amounts ranging from \$5,000 to \$50,000 for providing rebates or grants to property owners. Municipalities will be responsible for the design and operation of their rebate or grant program and its details. Grant payments to the municipality will be for 80% of approved program amounts. The municipality must provide the remaining 20% of the granted/rebated amount to the property owner. Municipality rebates or grants are eligible for reimbursement on device replacements conducted during the Grant Activity Period.

Here is an example of the grant funding design:

Metropolitan Council Grant Amount	\$16,000 (80% of total)
Municipality Match	\$4,000 (20% of total)
Municipality Grant/Rebate Program Total	\$20,000 (100% of total)

Eligibility

This grant program is limited to municipalities in the seven-county metropolitan area.

Municipalities eligible per above must apply to participate and, if approved, sign a standard Met Council Grant Agreement, before any eligible rebates or grants can be submitted for reimbursement. Agreements shall require that municipalities:

- Entirely pass through grants received (as is being done by Environmental Services)
- Verify purchase of devices to receive grants
- Retain records and cooperate with any audits
- Conduct all communications with property owners and ensure all written communications to property owners include both the Clean Water, Land and Legacy Amendment and the Metropolitan Council's logo
- Provide quantitative information for state reporting purposes

Eligible water efficiency devices consist of the following:

- Toilet replacement with a US EPA WaterSense labeled toilet

- Irrigation controller replacement with a US EPA WaterSense labeled controller, either weather-based or soil moisture-based
- Irrigation spray sprinkler body replacement with a US EPA WaterSense labeled spray sprinkler body
- Irrigation system audit by an Irrigation Professional certified by a US EPA WaterSense program
- Showerhead replacement with a US EPA WaterSense labeled showerhead
- Clothes washing machine replacement with a US DOE Energy Star labeled clothes washing machine
- Residential dishwasher replacement with a US DOE Energy Star labeled residential dishwasher

Expenses eligible for reimbursement are the out-of-pocket cost of the device and its installation only, not to include any owner labor costs. In addition, new construction and new developments are ineligible, as this program is intended as a current infrastructure replacement program.

Application Process

- Applicants must be served by a municipal public water supply system
- Municipalities will submit Met Council supplied application form by March 29, 2024. Required information includes:
 - the municipality's rebate or grant program design and work plan
 - proposed examples of communications to property owners
 - requested total grant amount
 - estimated annual amount of water saved by the applying municipality
- Application form is available at: <https://metro council.org/Wastewater-Water/Funding-Finance/Available-Funding-Grants.aspx>
- Submit completed application to: henry.mccarthy@metc.state.mn.us
- Metropolitan Council will notify municipalities of grant awards by May 24, 2024.

Proposal Selection Criteria

In the event that funds requested exceed funds available, the following criteria will be used to determine the amount granted to a given municipality:

- Municipalities with identified water supply issues in Master Water Supply Plan Community Profiles or Local Water Supply Plans
- Municipalities' ratio of peak monthly water use to winter monthly water use
- Municipalities' average residential per capita water use
- The order in which applications are received and until grant funds are completely committed

Funding Process and Reporting Requirements

- Utilizing forms provided by Met Council, the following information must be reported on a quarterly basis:
 - Number, type and amount of rebates or grants provided to property owners, along with each property address
 - Estimated annual gallons of water saved per device installation
 - Municipality matching funds disbursed
 - Number of unmet funding requests from property owners, if any

- Upon review and confirmation of the above information, Met Council will process a grant payment in the amount of 80% of approved total rebates or grants for the reporting period.
- Met Council will provide confirmation of grant balances available upon request and reserves the right to amend grant agreements, in collaboration with grantee municipality, if quarterly reporting indicates rebate or grant programs will not fully utilize grant awards within the Grant Activity Period.

Qualified Activities

- Toilet replacement with a US EPA WaterSense labeled toilet:
<https://lookforwatersense.epa.gov/products/Product-Search-Results-Toilets.html>
- Irrigation controller replacement with a US EPA WaterSense labeled controller, either weather-based or soil moisture-based:
<https://lookforwatersense.epa.gov/products/Product-Search-Results-IrrigationController.html>
<https://lookforwatersense.epa.gov/products/Product-Search-Results-SoilMoistureBasedIrrigationController.html>
- Irrigation spray sprinkler body replacement with a US EPA WaterSense labeled spray sprinkler body:
<https://lookforwatersense.epa.gov/products/Product-Search-Results-Sprinkler.html>
- Irrigation system audit by an Irrigation Professionals certified by a US EPA WaterSense program:
<https://lookforwatersense.epa.gov/pros/>
- Showerhead replacement with a US EPA WaterSense labeled showerhead:
<https://www.epa.gov/watersense/showerheads>
- Clothes washing machine replacement with a US DOE Energy Star labeled clothes washing machine:
<https://www.energystar.gov/productfinder/product/certified-clothes-washers/results>
- Residential dishwasher replacement with a US DOE Energy Star labeled residential dishwasher:
<https://www.energystar.gov/products/dishwashers>

Determining Estimated Water Savings

Some manufacturers include annual water savings estimates in their device descriptions or specifications, and irrigation professionals report estimated savings after performing an irrigation system audit. In cases where estimated annual water savings are not provided or can't be found, the WaterSense and Energy Star websites have information on estimated water savings.

- Toilet:
<https://www.epa.gov/watersense/residential-toilets>
- Irrigation controller:
<https://www.epa.gov/watersense/watersense-labeled-controllers>
- Spray sprinkler body:
<https://www.epa.gov/watersense/spray-sprinkler-bodies#:~:text=WaterSense%20Savings,->

[Experts%20estimate%20that&text=Installing%20WaterSense%20labeled%20spray%20sprinkler,water%20and%20sewer%20costs%20annually.](#)

- Irrigation audit:
<https://www.epa.gov/watersense/irrigation-pro>
- Showerhead:
<https://www.epa.gov/watersense/showerheads>
- Clothes washing machine:
https://www.energystar.gov/products/clothes_washers#:~:text=ENERGY%20STAR%20can%20help%20families,less%20water%20than%20regular%20washers.
- Residential dishwasher:
<https://www.energystar.gov/products/dishwashers>

Reporting Example

Property Street Address and Zip Code	(Select) Property Type:	(Select) Water Device Replaced:	Cost per Device (\$):	# of Devices:	Rebate or Grant per Device (\$)	Est. Annual Water (Gallons) Saved Per Device:	Calculated Totals:			
							Total Rebate or Grant	Municipality Contribution:	Eligible Grant Amount	Estimated Annual Water Saved (Gallons):
2094 Proviso Avenue	Residential	Clothes Washer	\$800.00	1	\$200.00	5,000	\$200.00	\$40.00	\$160.00	5,000
3452 Enola Drive	Residential	Irrigation Controller	\$250.00	1	\$150.00	20,000	\$150.00	\$30.00	\$120.00	20,000
994 Argentine Place	Residential	Irrigation Controller	\$200.00	1	\$150.00	20,000	\$150.00	\$30.00	\$120.00	20,000
5377 Shoreham Way	Residential	Toilet	\$350.00	1	\$125.00	7,000	\$125.00	\$25.00	\$100.00	7,000

EXHIBIT C Revision #

METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES

**2022-2024 CLEAN WATER FUND WATER EFFICIENCY GRANT PROGRAM
GRANT AMENDMENT FORM**

NOTICE TO RECIPIENT: Submission of this form is required to modify the Maximum Grant Amount in your Grant Agreement with Metropolitan Council 2024-2026 Clean Water Fund Water Efficiency Grant Program (Grant Program).

After determination of your city's Maximum Grant Amount, completion and submission of this form is necessary when 1) you are requesting additional grant funds to meet unexpected rebate or grant demand, or 2) when your city has determined that the previously approved program's rebate or grant demand will not be met, requiring less grant funds than anticipated when the agreement was signed.

The process for modifying your Grant Agreement is as follows:

1. Your city's authorized representative submits one signed copy of Exhibit C to the Met Council, with any additional information requested by Met Council.
2. Upon receipt and any Met Council approval of signed Exhibit C, the Met Council's authorized representative will obtain Met Council authorized signatures returns a fully executed copy of Exhibit C indicating the new Maximum Grant Amount to City's designated authorized representative.

Instructions: Indicate the date of your change request in #1 box. Indicate the number of this particular change request in #2 box (and in box at top of page – must match). Enter the current grant agreement amount (as MCES approved) in #3 box. If you wish to increase your municipality's grant amount, enter the amount you are requesting in #4 box. If you wish to decrease your grant amount due to less demand than anticipated, enter the amount in #5 box. Enter in #6 box the amount derived from adding #3 to #4 or derived from subtracting #5 from #3.

Grant Agreement #

1. Date of change request:

2. Change request number:

3. Current Grant Agreement Amount (as MCES approved):

4. Increase due to request for additional funding:

5. Decrease due to less demand:

6. Amended Maximum Grant Agreement Amount requested:

CITY NAME: _____

CITY AUTHORIZED REPRESENTATIVE (signature and date):

METROPOLITAN COUNCIL PROGRAM ADMINISTRATOR APPROVAL (signature and date):

METROPOLITAN COUNCIL AUTHORIZED SIGNATURE AND DATE

Questions may be directed to the Met Council Authorized Representative:

City Council Regular Meeting: July 2, 2024

AGENDA ITEM: Approve Utility Access Charge Assessment Agreements on the 2023 Neighborhood Improvement Project	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 6.i.
ATTACHMENTS: 2025 128th St W	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve the utility access charge assessment agreements and authorize the Mayor and City Clerk to sign the agreements.	

BACKGROUND

At their June 18, 2024 meeting, City Council approved three agreements for assessing the utility access charges for residents within the 2023 Neighborhood Improvement Project. Shortly before that meeting, staff received one additional request and worked with that resident to get the agreement signed.

This agreement will allow the city to assess the resident for the access charges assessed over a period of 10 years. The attached agreement was drafted by the City Attorney and has been signed by the resident. The cost for extending service to the home, decommissioning the septic system and disconnecting the private well remains the responsibility of the home owner.

RECOMMENDATION

Staff recommend the Council approve the utility access charge assessment agreement and authorize the Mayor and City Clerk to sign the agreements.

UTILITY CONNECTION CHARGES SPECIAL ASSESSMENT AGREEMENT

THIS AGREEMENT (the “Agreement”) is made this _____ day of _____, 2024, by and between the City of Rosemount, a Minnesota municipal corporation (the “City”) and (the “Owner”) Gary J. Vinje.

RECITALS

- A. The Owners are the fee owners of a parcel located at 2025 128th Street West in the City of Rosemount, Dakota County, Minnesota (the “Subject Property”), legally described in the attached Exhibit.
- B. The Owners will be connecting their home to the municipal sewer and water systems.
- C. The Owners have requested that the City assess the Subject Property for the costs of the required City and Metropolitan Council utility connection charges pursuant to Minnesota Statutes, chapter 429 (the “Act”) and Section 4-1B-9 of the City Code.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS
THE PARTIES AGREE AS FOLLOWS:**

1. REPRESENTATIONS OF THE OWNERS. The Owners represent and warrant that they are the owners of 100 percent of the Subject Property, that they have full legal power and authority to encumber the Subject Property as herein provided, and that as of the date hereof, they have fee simple title in the Subject Property.

2. DESCRIPTION OF CHARGES. The “Charges” are (i) the standard fees, rates, or other charges for connecting to the City’s water system and sanitary sewer system (collectively, the “City Charges”); and (ii) the Metropolitan Council Environmental Services Availability

Charge (the “Met Council Charges”). The Charges are subject to periodic adjustment by the City Council of the City (the “City Council”) and can be found at <https://www.rosemountmn.gov/fee-list>.

3. SPECIAL ASSESSMENTS. The City agrees to advance the funds necessary for the Charges in return for the Owners’ agreement to have the costs assessed against the Subject Property as provided for in this Agreement. The Owners agree to pay one hundred percent (100%) of the cost of the Charges through the assessment process. The City will assess the Subject Property the following principal amount for the Charges and the Fees (as hereinafter defined): \$6,792.00 (“Assessment Amount”). Owners agree that the City can assess a \$25 administrative fee, plus an additional \$5.00 per year for the term of the assessment (for a total of \$50) to offset the fees imposed by Dakota County for certifying this assessment, plus the County’s document fee of \$46 for the recording of this agreement (collectively, the “Fees”). The Assessment Amount shall be deemed adopted on the date the Rosemount City Council approves the Assessment Amount and this Agreement. The Assessment Amount shall be paid over a 10-year period without deferment, together at a rate of 4.7% interest on the unpaid balance. To the first installment shall be added interest on the entire assessment from the date of approval of this Agreement until December 31, 2024. To each subsequent installment when due shall be added interest for one year on all unpaid installments. The first installment shall be due and payable with property taxes in 2025. The Parties further agree that the Assessment Amount may be increased if said increase is approved in writing by both parties..

4. WAIVER OF APPEAL. The Owners hereby authorize the City to certify to the Dakota County Assessor a special assessment against the Subject Property of up to the Assessment Amount. The Owners hereby waive all rights to assessment notices, hearings, appeals, and procedural and substantive objections, and all other rights pursuant to the Act for the special assessment against the Subject Property up to the Assessment Amount, including, but not limited to, any claim that the Assessment Amount against the Subject Property exceeds the benefit to the Subject Property for the Repairs.

5. BINDING EFFECT; RECORDING. This Agreement shall be binding upon the Owners and the Owners’ successors and assigns. The covenants, waivers and agreements contained herein shall run with the Subject Property and this Agreement shall be recorded against the title to the Subject Property. The City will record the Agreement.

6. TERMINATION. This Agreement shall terminate upon the payment in full of the Assessment Amount and any interest accrued thereon. At the request of the Owners, the City shall thereupon execute and deliver such documents, in recordable form, as are necessary to extinguish its rights hereunder.

By: _____
Jeffery D. Weisensel
Mayor

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

Notary Public

PROPERTY OWNER:

By: *Gary J. Vinje*
Gary J. Vinje

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 27 day of June,
2024 by Kelly Jesh.

Kelly Jesh
Notary Public



EXHIBIT A
LEGAL DESCRIPTION
PID: 34-68300-02-100

Lot 10, Block 2, Jay Simons 1st Addition, Rosemount, Minnesota.

City Council Regular Meeting: July 2, 2024

AGENDA ITEM: Approve Change Order - Additional Paving at Public Works & Police Campus	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Nick Egger, Public Works Director	AGENDA NO. 6.j.
ATTACHMENTS: Additional Paving Area - PW & PD Campus, Change Order - Additional Paving	APPROVED BY: LJM
RECOMMENDED ACTION: Approve the attached change order for the Public Works & Police Campus Project to add paved surface area	

BACKGROUND

The initial project scope had the space between the wash bay and the mechanics shop on the public works side of the campus left as a gravel surface as a value-engineering measure aimed at maintaining bid costs within the project budget. Now that there has been substantial progress on the project, and project costs remain on-track to fall within a projected budget surplus, staff is recommending that a paved surface be applied to the open space for ease of maintenance, improvement of use of the space, and for economy of scale while the contractor is on the site putting down other paved surfaces.

The cost increment for this work is just under \$70,000, and is a competitive price given the additional area that will be provided for operations, staging of projects, and as an auxiliary area for outdoor storage of items. An aerial photo is attached for an illustration of the area in question.

RECOMMENDATION

Staff recommends approval of the attached change order to add paved surface area between the wash bay and mechanics bay of the Public Works and Police campus.





KRAUS-ANDERSON®
Construction Company

Change Order Request

Project: 2310088-02
Rosemount Police and Public Works
14221 Biscayne Avenue
Rosemount, MN 55068

COR # 30.00

Date: 4/19/2024

To: Owner City of Rosemount
2875 145th Street West
Rosemount, MN 55068

From: Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

PCO # 53 - *McNamara: Additional Owner Requested Paving*

Item #	Description	Vendor	Amount
1	Additional Owner Requested Paving-Future Expansion Area.	McNamara Contracting, Inc.	\$68,652.00
Total For Change Order			\$68,652.00

Approved By: City of Rosemount

Signed: _____

Date: _____

Submitted By: Kraus-Anderson Construction Company

Signed: _____

Date: _____

Accepted By: BKV Group

Signed: _____

Date: _____



McNamara Contracting, Inc.

16700 Chippendale Avenue
Rosemount, MN 55068
Phone: 651.322.5500 Fax: 651.322.5550
www.mcnamaracontracting.com

To: KRAUS-ANDERSON Address: Minneapolis, MN	Contact: Phone: 612-332-7281 Fax:
Project Name: Rosemount Police & Public Works Campus (Future Expansion Paving) Project Location: Addendum #: -	Bid Number: Bid Date: 4/1/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	HD Bituminous Paving & Fine Grading (Future Expansion Area)	1,907.00	SY	\$36.00	\$68,652.00

Total Bid Price: \$68,652.00

Payment Terms:

Payment due within 10 days after payment is made by Owner or within 30 days of invoice; whichever is sooner

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: McNamara Contracting, Inc. Authorized Signature: _____ Estimator: Jake Wetzel 612.207.7881 jacobw@mcnamaracontracting.com
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City Council Regular Meeting: July 2, 2024

AGENDA ITEM: Driver Avenue & Trunk Sanitary Sewer Final Acceptance and Authorize Final Payment	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 6.k.
ATTACHMENTS: Resolution, Final Pay Application, Project Map	APPROVED BY: LJM
RECOMMENDED ACTION: Adopt Resolution to Approve Final Payment for Driver Avenue & Trunk Sanitary Sewer Improvements, City Project 2022-15 and Accepting the improvements for perpetual maintenance.	

BACKGROUND

At their September 6, 2022, meeting, City Council awarded a contract to Total Excavating, LLC for the Driver Avenue & Trunk Sanitary Sewer Improvements, City Project 2022-15. This project constructed a new public street (Driver Avenue), water main and a trunk sanitary sewer that connects to the Metropolitan Council's sanitary lift station on the north side of 140th Street. This trunk sewer main provides collection and conveyance for larger area and allowing for future development.

Construction commenced in late 2022 and continued through 2023. The final lift of asphalt was paved in the spring of 2024. At this point, construction is complete, and the improvements are ready for final acceptance.

The table below shows the final cost for this project.

Driver Avenue Final Cost		
Cost Category	Bid Amount	Final Payment
Street/Surface	\$ 1,451,848.84	\$ 1,296,314.09
Sanitary Sewer	\$ 1,878,392.38	\$ 1,673,728.19
Water	\$ 1,133,979.00	\$ 993,424.50
Storm Sewer	\$ 732,275.78	\$ 634,489.00
Street Lighting*	\$ 124,740.00	\$ 124,740.00
TOTAL	\$ 5,321,236.00	\$ 4,722,695.78

The contractor is currently preparing administrative requirements for the final acceptance. As a result, the final payment will not be released to the contractor until those documents are received.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution accepting the improvements for perpetual maintenance and authorizing final payment to Total Excavating, Inc. for the Driver Avenue & Trunk Sanitary Sewer Improvements, City Project 2022-15.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2024 – XX

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENT
FOR DRIVER AVENUE & TRUNK SANITARY SEWER IMPROVEMENTS
CITY PROJECT 2022-15**

WHEREAS, Total Excavating, LLC. has completed the required construction as per the scope of the contract, and;

WHEREAS, the City received a concurrence from Bolton & Menk, Inc. that the work has been completed in accordance with the approved plans and specifications and finds the improvements acceptable;

WHEREAS, the contractor is preparing all necessary administrative requirements to close out the contract.

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

1. The improvements completed under said agreement are hereby accepted for perpetual maintenance and ownership.
2. Final payment to the contractor is authorized contingent upon receipt of all administrative close out documents.

ADOPTED this 2nd day of July, 2024.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

CONTRACTOR'S PAY REQUEST
DRIVER AVENUE IMPROVEMENTS



**BOLTON
& MENK**

Real People. Real Solutions.

DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

CITY OF ROSEMOUNT - 2022-15

BMI PROJECT NO. 0T1.124440

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$4,733,342.73
TOTAL, COMPLETED WORK TO DATE	\$4,607,955.78
TOTAL, STORED MATERIALS TO DATE	\$1,455,574.51
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$1,455,574.51
TOTAL, COMPLETED WORK & STORED MATERIALS	\$4,607,955.78
RETAINED PERCENTAGE (0.0%)	\$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$4,607,955.78
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$4,200,026.75
PAY CONTRACTOR AS ESTIMATE NO. 9	\$407,929.03

CERTIFICATE FOR PARTIAL PAYMENT

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor:

Total Excavating, LLC

141 Hwy 35 N

River Falls, WI 54022

By

NIKKO MILLER

SENIOR PROJECT MANAGER

Name

Title

Date 6/18/2024

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 12224 NICOLLET AVE, BURNSVILLE, MN 55337

By

, CONSULTING ENGINEER

Date 6/18/2024

APPROVED FOR PAYMENT:

OWNER:

By

Public Works Director

June 21, 2024

Name

Title

Date

And

Name

Title

Date

Pay Request No.:
DRIVER AVENUE IMPROVEMENTS

CITY OF ROSEMOUNT
BMI PROJECT NO. 0T1124440
WORK COMPLETED THROUGH 11/11/2023



Real People. Real Solutions.

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	MOBILIZATION	\$125,000.00	1.00 LUMP SUM	\$125,000.00	0.92 LUMP SUM	\$115,000.00	1.00 LUMP SUM	\$125,000.00
2	PAVEMENT MARKING REMOVAL	\$3.50	2,948.00 SQ FT	\$10,318.00	4,337.00 SQ FT	\$15,179.50	4,337.00 SQ FT	\$15,179.50
3	REMOVE PIPE APRON	\$425.00	3.00 EACH	\$1,275.00	3.00 EACH	\$1,275.00	3.00 EACH	\$1,275.00
4	REMOVE GATE VALVE AND BOX	\$2,000.00	2.00 EACH	\$4,000.00	2.00 EACH	\$4,000.00	2.00 EACH	\$4,000.00
5	REMOVE HYDRANT	\$1,725.00	1.00 EACH	\$1,725.00	1.00 EACH	\$1,725.00	1.00 EACH	\$1,725.00
6	REMOVE CURB STOP STAND PIPE AND BOX	\$450.00	2.00 EACH	\$900.00	2.00 EACH	\$900.00	2.00 EACH	\$900.00
7	SALVAGE GATE	\$1,000.00	1.00 EACH	\$1,000.00	1.00 EACH	\$1,000.00	1.00 EACH	\$1,000.00
8	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	\$3.00	2,655.00 LIN FT	\$7,965.00	2,605.00 LIN FT	\$7,815.00	2,605.00 LIN FT	\$7,815.00
9	REMOVE CURB AND GUTTER	\$6.25	152.00 LIN FT	\$950.00	152.00 LIN FT	\$950.00	152.00 LIN FT	\$950.00
10	REMOVE WATERMAIN	\$25.00	93.00 LIN FT	\$2,325.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
11	REMOVE PIPE CULVERT	\$15.00	37.00 LIN FT	\$555.00	37.00 LIN FT	\$555.00	37.00 LIN FT	\$555.00
12	SALVAGE CHAIN LINK FENCE	\$55.00	33.00 LIN FT	\$1,815.00	33.00 LIN FT	\$1,815.00	33.00 LIN FT	\$1,815.00
13	REMOVE BITUMINOUS PAVEMENT	\$2.00	4,035.00 SQ YD	\$8,070.00	3,852.00 SQ YD	\$7,704.00	3,852.00 SQ YD	\$7,704.00
14	ABANDON WATERMAIN	\$5.00	2,712.00 LIN FT	\$13,560.00	2,712.00 LIN FT	\$13,560.00	2,712.00 LIN FT	\$13,560.00
15	EXCAVATION-COMMON	\$3.00	4,294.00 CU YD	\$12,882.00	4,294.00 CU YD	\$12,882.00	4,294.00 CU YD	\$12,882.00
16	EXCAVATION-SUBGRADE	\$50.00	345.00 CU YD	\$17,250.00	383.00 CU YD	\$19,150.00	383.00 CU YD	\$19,150.00
17	STABILIZING AGGREGATE	\$50.00	345.00 CU YD	\$17,250.00	0.00 CU YD	\$0.00	0.00 CU YD	\$0.00
18	SELECT GRANULAR EMBANKMENT	\$5.00	13,579.00 CU YD	\$67,895.00	13,552.00 CU YD	\$67,760.00	13,552.00 CU YD	\$67,760.00
19	GEOTEXTILE FABRIC TYPE V	\$5.00	1,034.00 SQ YD	\$5,170.00	0.00 SQ YD	\$0.00	0.00 SQ YD	\$0.00
20	SUBGRADE PREPARATION	\$2.00	15,131.00 SQ YD	\$30,262.00	15,131.00 SQ YD	\$30,262.00	15,131.00 SQ YD	\$30,262.00
21	AGGREGATE SURFACING CLASS 2	\$50.00	30.00 CU YD	\$1,500.00	30.00 CU YD	\$1,500.00	30.00 CU YD	\$1,500.00
22	AGGREGATE BASE CLASS 5	\$12.00	8,622.00 TON	\$103,464.00	9,456.99 TON	\$113,483.88	9,456.99 TON	\$113,483.88
23	BITUMINOUS MATERIAL FOR TACK COAT	\$4.25	881.00 GAL	\$3,744.25	925.00 GAL	\$3,931.25	1,460.00 GAL	\$6,205.00
24	TYPE SP 12.5 WEARING COURSE MIXTURE (SPWEB540C)	\$115.00	2,844.00 TON	\$327,060.00	1,393.20 TON	\$160,218.00	2,811.93 TON	\$323,371.95
25	TYPE SP 12.5 WEARING COURSE MIXTURE (SPWEB340C)	\$110.00	846.00 TON	\$93,060.00	1,102.76 TON	\$121,303.60	1,102.76 TON	\$121,303.60
26	TYPE SP 12.5 WEARING COURSE MIXTURE (SPWEB240B)	\$105.00	71.00 TON	\$7,455.00	169.10 TON	\$17,755.50	169.10 TON	\$17,755.50
27	TYPE SP 12.5 NON WEARING COURSE MIXTURE (SPNWB530B)	\$90.00	1,422.00 TON	\$127,980.00	1,425.14 TON	\$128,262.60	1,425.14 TON	\$128,262.60
28	TYPE SP 12.5 NON WEARING COURSE MIXTURE (SPNWB330B)	\$90.00	401.00 TON	\$36,090.00	525.88 TON	\$47,329.20	525.88 TON	\$47,329.20
29	TYPE SP 12.5 NON WEARING COURSE MIXTURE (SPNWB230B)	\$100.00	118.00 TON	\$11,800.00	106.04 TON	\$10,604.00	106.04 TON	\$10,604.00
30	SHEET PILING - APRON	\$1,060.00	1.00 EACH	\$1,060.00	1.00 EACH	\$1,060.00	1.00 EACH	\$1,060.00
31	COARSE AGGREGATE BEDDING	\$59.50	2,400.00 CU YD	\$142,800.00	2,529.73 CU YD	\$150,518.94	2,529.73 CU YD	\$150,518.94
32	15" RC PIPE APRON WITH TRASH GUARD	\$2,750.00	1.00 EACH	\$2,750.00	3.00 EACH	\$8,250.00	3.00 EACH	\$8,250.00
33	18" RC PIPE APRON WITH TRASH GUARD	\$2,950.00	4.00 EACH	\$11,800.00	5.00 EACH	\$14,750.00	5.00 EACH	\$14,750.00
34	21" RC PIPE APRON WITH TRASH GUARD	\$3,500.00	2.00 EACH	\$7,000.00	1.00 EACH	\$3,500.00	1.00 EACH	\$3,500.00
35	36" RC PIPE APRON WITH TRASH GUARD	\$6,500.00	1.00 EACH	\$6,500.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
36	15" RC PIPE SEWER CL V	\$62.00	2,671.00 LIN FT	\$165,602.00	2,829.00 LIN FT	\$175,398.00	2,829.00 LIN FT	\$175,398.00
37	18" RC PIPE SEWER CL V	\$68.00	500.00 LIN FT	\$34,000.00	635.00 LIN FT	\$43,180.00	635.00 LIN FT	\$43,180.00
38	21" RC PIPE SEWER CL III	\$78.00	281.00 LIN FT	\$21,918.00	142.00 LIN FT	\$11,076.00	142.00 LIN FT	\$11,076.00
39	24" RC PIPE SEWER CL III	\$85.00	1,433.00 LIN FT	\$121,805.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
40	36" RC PIPE SEWER CL III	\$168.00	130.00 LIN FT	\$21,840.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
41	8" PVC PIPE SEWER	\$28.75	209.00 LIN FT	\$6,008.75	99.00 LIN FT	\$2,846.25	99.00 LIN FT	\$2,846.25
42	30" PVC PIPE SEWER	\$295.00	4,039.00 LIN FT	\$827,995.00	4,039.00 LIN FT	\$827,995.00	4,039.00 LIN FT	\$827,995.00
43	CONNECT TO EXISTING STORM SEWER	\$900.00	1.00 EACH	\$900.00	2.00 EACH	\$1,800.00	2.00 EACH	\$1,800.00
44	CONNECT TO EXISTING SANITARY SEWER	\$17,500.00	2.00 EACH	\$35,000.00	2.00 EACH	\$35,000.00	2.00 EACH	\$35,000.00
45	48" RCP OR STEEL CASING PIPE	\$1,075.00	100.00 LIN FT	\$107,500.00	100.00 LIN FT	\$107,500.00	100.00 LIN FT	\$107,500.00
46	24" STEEL CASING PIPE	\$625.00	60.00 LIN FT	\$37,500.00	65.00 LIN FT	\$40,625.00	65.00 LIN FT	\$40,625.00
47	SANITARY SEWER BYPASS PUMPING	\$18,500.00	1.00 LUMP SUM	\$18,500.00	1.00 LUMP SUM	\$18,500.00	1.00 LUMP SUM	\$18,500.00
48	TRENCHLESS SANITARY SEWER PIT	\$38,500.00	2.00 EACH	\$77,000.00	2.00 EACH	\$77,000.00	2.00 EACH	\$77,000.00
49	TRENCHLESS WATERMAIN PIT	\$16,500.00	2.00 EACH	\$33,000.00	2.00 EACH	\$33,000.00	2.00 EACH	\$33,000.00
50	6" GATE VALVE & BOX	\$2,800.00	15.00 EACH	\$42,000.00	15.00 EACH	\$42,000.00	15.00 EACH	\$42,000.00
51	10" GATE VALVE & BOX	\$4,500.00	3.00 EACH	\$13,500.00	3.00 EACH	\$13,500.00	3.00 EACH	\$13,500.00
52	12" GATE VALVE & BOX	\$5,500.00	8.00 EACH	\$44,000.00	10.00 EACH	\$55,000.00	10.00 EACH	\$55,000.00
53	16" BUTTERFLY VALVE & BOX	\$10,500.00	3.00 EACH	\$31,500.00	3.00 EACH	\$31,500.00	3.00 EACH	\$31,500.00

Pay Request No.:
DRIVER AVENUE IMPROVEMENTS

9



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CITY OF ROSEMOUNT
BMI PROJECT NO. 0T1124440
WORK COMPLETED THROUGH 11/11/2023

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
54	HYDRANT	\$5,500.00	15.00	EACH	\$82,500.00	14.00	EACH	\$77,000.00
55	CONNECT TO EXISTING WATERMAIN	\$6,500.00	4.00	EACH	\$26,000.00	5.00	EACH	\$32,500.00
56	6" DUCTILE IRON WATERMAIN CL 52	\$85.00	167.00	LIN FT	\$14,195.00	137.00	LIN FT	\$11,645.00
57	10" DUCTILE IRON WATERMAIN CL 52	\$90.00	132.00	LIN FT	\$10,560.00	116.00	LIN FT	\$9,280.00
58	12" DUCTILE IRON WATERMAIN CL 52	\$80.00	5,548.00	LIN FT	\$499,320.00	5,515.00	LIN FT	\$496,350.00
59	16" DUCTILE IRON WATERMAIN CL 52	\$145.00	263.00	LIN FT	\$38,135.00	164.00	LIN FT	\$23,780.00
60	4" POLYSTYRENE INSULATION	\$95.00	20.00	SQ YD	\$1,900.00	149.00	SQ YD	\$14,155.00
61	DUCTILE IRON FITTINGS	\$9.50	5,000.00	LB	\$47,500.00	4,300.00	LB	\$40,850.00
62	CASTING ASSEMBLY TYPE R-1642 (SANITARY)	\$1,025.00	14.00	EACH	\$14,350.00	14.00	EACH	\$14,350.00
63	CASTING ASSEMBLY TYPE R-1642 (STORM)	\$1,025.00	6.00	EACH	\$6,150.00	6.00	EACH	\$6,150.00
64	CASTING ASSEMBLY TYPE R-3067-V	\$975.00	23.00	EACH	\$22,425.00	23.00	EACH	\$22,425.00
65	CASTING ASSEMBLY TYPE R-3067-VB	\$975.00	2.00	EACH	\$1,950.00	2.00	EACH	\$1,950.00
66	CASTING ASSEMBLY TYPE R-4342	\$1,400.00	1.00	EACH	\$1,400.00	1.00	EACH	\$1,400.00
67	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	\$495.00	3.00	LIN FT	\$1,485.00	3.40	LIN FT	\$1,683.00
68	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (R-1.2X3)	\$480.00	37.00	LIN FT	\$17,020.00	40.40	LIN FT	\$18,584.00
69	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 2 (POND SKIMMER)	\$3,850.00	4.00	LIN FT	\$15,400.00	0.00	LIN FT	\$0.00
70	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	\$700.00	76.00	LIN FT	\$53,200.00	7.70	LIN FT	\$5,390.00
71	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022	\$865.00	55.00	LIN FT	\$47,575.00	70.70	LIN FT	\$61,155.50
72	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	\$1,050.00	7.00	LIN FT	\$7,350.00	7.30	LIN FT	\$7,665.00
73	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4022	\$1,350.00	26.00	LIN FT	\$35,100.00	10.10	LIN FT	\$13,635.00
74	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4022	\$1,525.00	7.00	LIN FT	\$10,675.00	0.00	LIN FT	\$0.00
75	CONSTRUCT DRAINAGE STRUCTURE SANITARY (60")	\$1,025.00	151.70	LIN FT	\$155,492.50	0.00	LIN FT	\$0.00
76	CONSTRUCT DRAINAGE STRUCTURE SANITARY (72")	\$1,325.00	16.90	LIN FT	\$22,392.50	169.24	LIN FT	\$224,243.00
77	CONSTRUCT DRAINAGE STRUCTURE SANITARY (72" POLYMER CONCRETE)	\$4,225.00	15.00	LIN FT	\$63,375.00	15.00	LIN FT	\$63,375.00
78	CONSTRUCT DRAINAGE STRUCTURE SANITARY (96" POLYMER CONCRETE)	\$4,800.00	20.00	LIN FT	\$96,000.00	20.00	LIN FT	\$96,000.00
79	RANDOM RIPRAP CLASS III	\$100.00	3.00	CU YD	\$300.00	89.00	CU YD	\$8,900.00
80	GROUTED RANDOM RIPRAP CLASS III	\$455.00	21.00	CU YD	\$9,555.00	17.00	CU YD	\$7,735.00
81	CONCRETE CURB AND GUTTER DESIGN B612	\$35.00	150.00	LIN FT	\$5,250.00	142.00	LIN FT	\$4,970.00
82	CONCRETE CURB AND GUTTER DESIGN B418	\$17.00	1,076.00	LIN FT	\$18,292.00	1,071.00	LIN FT	\$18,207.00
83	CONCRETE CURB AND GUTTER DESIGN B618	\$18.00	5,459.00	LIN FT	\$98,262.00	4,834.00	LIN FT	\$87,012.00
84	8" CONCRETE VALLEY GUTTER	\$110.00	712.00	SQ YD	\$78,320.00	675.30	SQ YD	\$74,283.00
85	INSTALL GATE	\$4,000.00	1.00	EACH	\$4,000.00	1.00	EACH	\$4,000.00
86	INSTALL CHAIN LINK FENCE	\$130.00	33.00	LIN FT	\$4,290.00	33.00	LIN FT	\$4,290.00
87	TRAFFIC CONTROL	\$32,000.00	1.00	LUMP SUM	\$32,000.00	1.00	LUMP SUM	\$32,000.00
88	TEMPORARY ACCESS ROAD	\$4,950.00	1.00	LUMP SUM	\$4,950.00	1.00	LUMP SUM	\$4,950.00
89	SIGN PANELS TYPE C	\$60.00	82.00	SQ FT	\$4,920.00	90.50	SQ FT	\$5,430.00
90	SIGN PANELS TYPE D	\$60.00	8.00	SQ FT	\$480.00	26.00	SQ FT	\$1,560.00
91	STABILIZED CONSTRUCTION EXIT	\$1,600.00	1.00	LUMP SUM	\$1,600.00	1.00	LUMP SUM	\$1,600.00
92	CULVERT END CONTROL	\$160.00	9.00	EACH	\$1,440.00	3.00	EACH	\$480.00
93	STORM DRAIN INLET PROTECTION	\$210.00	27.00	EACH	\$5,670.00	27.00	EACH	\$5,670.00
94	SEDIMENT CONTROL LOG TYPE WOOD FIBER	\$3.50	500.00	LIN FT	\$1,750.00	20.00	LIN FT	\$70.00
95	SILT FENCE TYPE MACHINE SLICED	\$2.25	6,494.00	LIN FT	\$14,611.50	6,480.00	LIN FT	\$14,580.00
96	COMMON TOPSOIL BORROW	\$3.00	7,016.00	CU YD	\$21,048.00	6,694.00	CU YD	\$20,082.00
97	FERTILIZER TYPE 3	\$1.00	3,150.00	POUND	\$3,150.00	2,975.00	POUND	\$2,975.00
98	SEED MIXTURE 25-141	\$60.00	531.00	POUND	\$31,860.00	524.00	POUND	\$31,440.00
99	4" SOLID LINE MULTI COMP	\$0.49	2,187.00	LIN FT	\$1,071.63	2,224.00	LIN FT	\$1,089.76
100	4" DOUBLE SOLID LINE MULTI COMP	\$0.97	8,880.00	LIN FT	\$8,613.60	6,258.00	LIN FT	\$6,070.26
101	24" SOLID LINE MULTI COMP	\$12.00	92.00	LIN FT	\$1,104.00	1,145.00	LIN FT	\$13,740.00
102	PAVT MMSG MULTI COMP	\$7.00	192.00	SQ FT	\$1,344.00	62.00	SQ FT	\$434.00
CONSTRUCTION SUBTOTAL:					\$4,499,130.73	\$4,195,053.24		\$4,373,743.78



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CITY OF ROSEMOUNT
BMI PROJECT NO. 0T1124440
WORK COMPLETED THROUGH 11/1/2023

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
CO1-1	REMOVE ABANDONED AMMUNITION PLANT 42" WATERMAIN 10/12/2022	\$1,600.00	1.00	LS	\$1,600.00		1.00	LS
CO1-2	REMOVE ABANDONED AMMUNITION PLANT 42" WATERMAIN 10/14/2022	\$2,550.00	1.00	LS	\$2,550.00		1.00	LS
CO1-3	REMOVE ABANDONED AMMUNITION PLANT 42" WATERMAIN 11/16/2022	\$2,262.00	1.00	LS	\$2,262.00		1.00	LS
CO1-4	REMOVE ABANDONED AMMUNITION PLANT 42" WATERMAIN 11/17/2022	\$4,342.50	1.00	LS	\$4,342.50		1.00	LS
CO1-5	REMOVE ABANDONED AMMUNITION PLANT 42" WATERMAIN 11/21/2022	\$6,020.00	1.00	LS	\$6,020.00		1.00	LS
CO2-1	96" Outlet Control Structure	\$7,250.00	8.58	LIN FT	\$62,205.00		8.58	LIN FT
CO2-2	54" RCP CLASS 3	\$475.00	146.00	LIN FT	\$69,350.00		146.00	LIN FT
CO2-3	96" STORM MH	\$3,250.00	17.81	LIN FT	\$57,882.50		17.81	LIN FT
CO2-4	F&I PRESERVER & SKIMMER	\$12,500.00	1.00	EACH	\$12,500.00		1.00	EACH
CO2-5	54" FLARED END SECTION W/ TRASH GUARD	\$15,500.00	1.00	EACH	\$15,500.00		1.00	EACH
CHANGE ORDER SUBTOTAL:				\$234,212.00		\$234,212.00		\$234,212.00
TOTAL AMOUNT:				\$4,733,342.73		\$4,429,265.24		\$4,607,955.78



- Proposed Sanitary Sewer
- Proposed Road

Driver Avenue & Trunk Sanitary Sewer

ROSEMOUNT
MINNESOTA



City Council Regular Meeting: July 2, 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.I.
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 on July 25, 26 & 27, 2024 and will be a part of Leprechaun Days in Central Park.

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 July 25, 2024 until July 28, 2024 should the event go past midnight at Rosemount Central Park, 2893 145th Street West.

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 Central Park, 2893 145th Street West.

ADOPTED this 2nd day of July, 2024, by the City Council of the City of Rosemount.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

City Council Regular Meeting: July 2, 2024

AGENDA ITEM: Temporary On-Sale Liquor License - American Legion	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Erin Fasbender, City Clerk	AGENDA NO. 6.m.
ATTACHMENTS: Map	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve a Temporary On-Sale Liquor License for the American Legion to hold special events on July 26th & 27th, 2024 at 14590 Burma Ave West subject to conditions within the staff report	

BACKGROUND

The Rosemount American Legion has submitted a request for a Temporary On-Sale Liquor License at 14590 Burma Ave West. The purpose of the request is to hold outdoor events in their parking lot. The event will be an event as part of Leprechaun Days.

Staff recommends approval of the temporary license as requested by the American Legion to hold events on July 26th & 27th. The approvals are subject to the following conditions:

- The parking lot area be fenced in a manner consistent with prior years and approved by the Rosemount Chief of Police.
- Access points to the fenced area are staffed by the American Legion to control entry/exit.
- Additional security staff will be hired by the American Legion and will roam and be stationed to monitor any issues with fencing/unlawful entry.
- Any music cannot be played beyond 11 p.m. Live music will be present on July 26th & 27th.

RECOMMENDATION

Staff recommends the Council approve the request for a temporary on-sale liquor license.

Gate

BURMA AVE W

PAVILLION

GATE

GARAGE

BEER / LIQUOR

DUMPSTER

DUMPSTER

FOOD

BEER / LIQUOR

TABLES
CHAIRS

BEER / LIQUOR

PORTABLE BATHROOMS

PATIO

BUILDING

ATM

BEER stand

door

BUILDING

City Council Regular Meeting: July 2, 2024

AGENDA ITEM: Approve Subdivision Agreement for Rosemount School District Third Addition	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 6.n.
ATTACHMENTS: Agreement	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve a Subdivision Agreement for Rosemount School District Thrid Addition	

BACKGROUND

On March 19, 2024, City Council approved the Final Plat for Rosemount School District Third Addition. Normally, the Subdivision Agreement is included as part of the final plat approvals. However, there were additional details to be coordinated between city and school district including a discussion between the city and school district attorneys.

The approval of this Subdivision Agreement will be the final step for Independent School District 196 related to the construction of the new elementary school at Bonaire Path and Akron Avenue. This agreement follows the standard format and includes all the required conditions from the Council approval.

RECOMMENDATION

Staff recommends City Council approve the attached Subdivision Agreement and authorize the Mayor and City Clerk to enter into this agreement.

SUBDIVISION AGREEMENT Rosemount School District 3rd Addition

AGREEMENT dated this _____ day of _____, 2024, by and between the CITY OF ROSEMOUNT, a Minnesota municipal corporation (the “**City**”), and Independent School District 196, a Minnesota public school district (the “**Developer**”).

1. **Request for Plat Approval.** The Developer has asked the City to approve the subdivision of land and a plat of land to be known as Rosemount School District 3rd Addition, which land is legally described on ATTACHMENT ONE, attached hereto and hereby made a part hereof (hereinafter referred to as the “**Subject Property**”).
2. **Conditions of Plat Approval.** The City has approved the subdivision and the plat on the following conditions:
 - a. Execution of a Subdivision Agreement.
 - b. Adherence with the conditions of the Final Plat for Rosemount School District 3rd Addition and the Conditional Use Permit.
 - c. Incorporation of recommendations of the City Engineer concerning design and installation of public infrastructure and including grading, erosion control, streets and utilities.
 - d. Conformance with all requirements stated within the Dakota County Plat Commission Memorandum
 - e. Compliance with the conditions and standards with the Parks and Recreation Director’s memorandum dated January 17, 2024.
 - f. Payment of all applicable fees including park dedication, GIS, and other fees identified in the current fee schedule.
 - g. Incorporation of any easements necessary to accommodate drainage, ponding, trails, underpasses, conservation areas, streets and utilities.
 - h. Drainage and utility easements shall be dedicated over all outlots.
 - i. Provision of landscaping surety in the amount of \$102,630.
3. **Phased Development.** The City may refuse to approve final plats of subsequent additions of the plat if the Developer has breached this Agreement and the breach has not been remedied. Development of each subsequent phase may not proceed until a subdivision agreement for such phase is approved by the City.

4. **Effect of Subdivision Approval.** For seven (7) years from the date of this Agreement, no amendments to the City's Comprehensive Plan, except an amendment placing the plat in the current urban service area, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.
5. **Development Plans.** The Subject Property shall be developed in accordance with the following plans, specifications and contract documents, original copies of which are on file with the City Engineer. The plans and contract documents may be prepared and revised, subject to City approval, after entering this Agreement, but before commencement of any work on the Subject Property. If the plans vary from the written terms of this Agreement, the written terms shall control. The **"Development Plans"** are:

Plan A – Plat

Plan B – Soil Erosion and Sediment Control Plan and Schedule

Plan C – Drainage and Stormwater Runoff Plan

Plan D – Plans & Specifications for Public Improvements

Plan E – Grading Plan

Plan F – Site, Lighting and Signage Plan

Plan G – Landscape Improvements

All improvements, including Developer Improvements (as noted in Section 6), that lie within the public right-of-way or easements and are improvements listed in Minnesota Statutes, Section 429.021 (hereinafter **"Public Improvements"**) will be designed by the Developer and must be approved by the City Engineer. The Developer will prepare plans and specifications for Public Improvements which shall be approved by the City Engineer. Such approvals shall not be unreasonably withheld, and the City shall approve or provide Developer with necessary revision comments within thirty (30) calendar days of Developer submittal of Public Improvement plans and specifications. The City will perform all construction inspection for the Public Improvements, at the Developer's expense. Construction inspection includes but is not limited to inspection, documentation, and monitoring.

6. **Installation by Developer.** The Developer shall install or cause to be installed and pay for the following within this phase of the project as reflected herein unless expressly noted otherwise.
- A. Surveying and staking
 - B. Surface improvements (paved streets, sidewalks, trails, etc.)
 - C. Water main improvements
 - D. Sanitary sewer improvements
 - E. Storm sewer improvements
 - F. Setting of lot and block monuments
 - G. Gas, electric, telecommunications, and cable lines
 - H. Site grading

- I. Landscaping
- J. Streetlights
- K. Pedestrian Crossing Enhancements on public streets as determined by the City and Dakota County
- L. Construction of bituminous trail along Bonaire Path
- M. Removal of existing access on Akron Avenue
- N. Other items as necessary to complete the development as stipulated herein or in other agreements signed by Developer.

Developer is required to obtain all necessary permits as required by regulatory agencies and other levels of government beyond the City of Rosemount.

7. **Time of Performance.** The Developer shall install all required improvements, excepting the wear course of pavement, enumerated in Paragraph 6 that will serve the subject property by December 31, 2025, subject to delays due to inclement weather, casualty, labor strikes, material shortages, or other force majeure not within the Developer's reasonable control. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.
8. **City-Installed Public Infrastructure.** The following improvements (the "City-Installed Public Infrastructure Improvements") (also referred to as City Project 2024-03), shall be designed, inspected, surveyed and administered by the City, and installed in the Subject Property at Developer expense by a Contractor selected by the City through the public bidding process:
 - a. None
9. [This Section Intentionally Left Blank]
10. **Security for Developer Improvements.** To guarantee compliance with the terms of this Agreement, payment of the costs of all Developer Improvements, and construction of all Developer Improvements (as noted in Section 6), the Developer shall furnish the City with a cash deposit or irrevocable letter of credit from a local bank ("security") in the amount of Three Hundred One Thousand Nine Hundred Sixty-Seven Dollars (301,967). The amount of the security was calculated as follows:

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

No.	Item	Cost	110%	Calculation
1	Grading and Erosion Control	\$ 103,590	\$ 113,949	\$3,000/ac x 34.53 acres
2	Pond Restoration and Erosion Control Removal	\$ 25,000	\$ 27,500	Minimum \$25,000
3	Survey Monumentation	\$ 500	\$ 550	\$500/lot x 1 lots
4	Landscaping	\$ 93,300	\$ 102,630	Per City Planner - 210 trees
5	Street Lights	\$ -	\$ -	\$7,500/light x 0 lights
6	Surface Improvements	\$ 45,870	\$ 57,338	125%
7	Water Main Improvements	\$ -	\$ -	125%
8	Sanitary Sewer Improvements	\$ -	\$ -	125%
9	Storm Sewer Improvements	\$ -	\$ -	125%
	Total	\$ 268,260	\$ 301,967	

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

The bank and form of the letter of credit or other security shall be subject to the approval of the City Administrator. The letter of credit shall be automatically renewable until the City releases the developer from responsibility under this Agreement with respect to the items in the chart above. The letter of credit shall secure compliance with all terms of this Agreement and all obligations of the Developer

under it. The City may draw down on the letter of credit if the obligations of the Developer have not been completed, as required by this Agreement. In the event of a default under this Agreement by the Developer, the City shall furnish the Developer with written notice by certified mail of Developer's default(s) under the terms of this Agreement. If the Developer does not remove said default(s) within thirty (30) days of receiving the notice, the City may draw on the letter of credit and take such steps as it deems necessary to remedy the default. Developer may request an extension of the 30-day cure period, which the City has the discretion to approve or deny in its reasonable judgment. With City approval, the letter of credit shall be reduced from time to time as financial obligations are paid and Developer Improvements and other Developer obligations are completed to the City's requirements. Within ten (10) business days of the date of the reduction request, the City shall begin a review of the request. Processing of an approval of said requests will be dependent on the level of detailed information submitted to the City by the Developer, and from time to time the Developer may be required to provide supplemental information to substantiate a request. The City will act in good faith to process and approve reduction requests in a reasonable and timely fashion.

11. **Grading Plan/Site Grading.** Site grading shall be completed by the Developer at its cost and approved by the City Engineer. The completion of grading activities will need to be coordinated by the City in conjunction with the installation of utilities. Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey of the development to the City as the site grading is completed by phase, with street and lot grades. If the installation of utilities by the City is occurring simultaneously with the grading, the utility contractor shall have preference over the grading activities. No substantial grading activities can be completed over installed utilities unless otherwise protected. All improvements to the lots and the final grading shall comply with the grading plan as submitted and shall be the responsibility of the Developer.
12. **License.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City and to otherwise monitor and enforce all requirements of this Agreement. Such license shall terminate as to each lot within the Subject Property upon acceptance by the City of the public infrastructure improvements.
13. **Erosion Control.** Prior to site grading, and before any utility construction is commenced or building permits are issued, an approved erosion control plan, to be submitted with the final grading plan for grading permit shall be implemented, inspected and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded within seventy-two (72) hours after the completion of the work in that area. Except as otherwise provided in the erosion control plan, seed shall be rye grass or other fast-growing seed suitable to the existing soil to provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched and disc-anchored as necessary for seed retention.

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

Costs for City inspection of onsite erosion shall be at the Developer's expense.

Notwithstanding the foregoing, the City agrees that the Developer shall have no continuing liability with respect to lots or any other portion of the Property as of the date that the Developer transfers each such portion of the Property to a builder. Developer shall follow MPCA required protocol for transfer of Stormwater Construction Permit responsibility to the new owner of each lot. The Developer is required to show proof of this assignment to the City. Until such time that the transfer of permit responsibility is presented to the City, the City will consider the Developer to remain responsible for required erosion and sediment control.

14. **Planting and Seeding.** Landscaping shall be in accordance with Landscape Plans approved by the City Planner.
15. **Clean up.** The Developer shall clean streets of dirt and debris that has resulted from construction work by the Developer or its agents. The City will inspect the site on a weekly basis and determine whether it is necessary to take additional measures to clean dirt and debris from the streets. Costs for City inspection of onsite erosion and sediment control shall be at the Developer's expense. After a twenty-four (24) hour verbal or written notice to the Developer, the City will complete or contract to complete the clean-up at the Developer's expense. If the Developer does not reimburse the City for any cost the City incurred for such work within thirty (30) business days after receipt of an invoice for the work, the City may draw down the letter of credit to pay such costs. The Developer shall inspect and, if necessary, clean all catch basins, sumps, and ponding areas of erosion/siltation and restore to the original condition at the end of the home construction or completion of Developer's Improvements within each phase of this development. All silt fence and other erosion control should be removed following the establishment of turf. These items are to be secured through the letter of credit as is noted in Exhibit A.
16. **Ownership of Improvements.** Upon completion and City acceptance of the work and construction required by this Agreement, the Public Improvements lying within public rights-of-way and easements shall become City property without further notice or action unless the improvements are specifically identified herein as private infrastructure.
17. **Warranty.** The Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City or such longer period as is specified in plans and specifications for Public Improvements.

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

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

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

- A. Date of inspection
- B. Name of person responsible for inspection.
- C. Photos of the pond/wetland area confirming the vegetation is established as intended.
- D. Maintenance plan describing the required maintenance activities and tentative schedule.

Any required wetland reporting must comply with State WCA and the City's CWMP reporting rules.

18. Responsibility for Costs.

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Subject Property including, but not limited to, Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the subdivision and the plat, the preparation of this Agreement and any amendments hereto, and all costs and expenses incurred by the City in monitoring and inspecting the development of the Subject Property.
- B. The Developer shall reimburse the City for costs incurred in the preparation and enforcement of this Agreement, including engineering and attorney's fees. Upon request, the City shall provide invoices, in reasonable detail, as to any such fees. The estimated City fees of Forty-Nine Thousand Four Hundred Forty-Nine Dollars (\$49,449) shall be deposited with the City at the time this Agreement is signed, and represent the following amounts:

City Fees (due with signed agreement)			
No.	Item	Cost	Calculation
1	Engineering Fees	\$ 25,000	
2	Attorney Fees	\$ 3,000	Estimate
3	5% City Administrative Fees	\$ 12,500	
4	Street Light Energy Cost	\$ -	0 lights x 24 months x \$30/month
5	GIS Fees	\$ 4,560	\$60/unit X 76 units
6	Trail Fog Seal	\$ 4,389	\$0.35/SF x 12,540 SF
7	Seal Coating	\$ -	\$1.70/SY x X SY
	Total	\$ 49,449	

If the actual City fees exceed this estimate, the Developer shall pay the additional costs to the City within thirty (30) business days after receipt of a written request from the City, which shall include an invoice, including itemized costs. If actual City fees are lower than this estimate, any surplus funds will be returned to the Developer when the project fund is reconciled and closed.

- C. The Developer shall pay in full all invoices submitted to it by the City for obligations incurred under this Agreement within thirty (30) business days after receipt. If the invoices are not paid on time, the City may halt development work and construction including, but not limited to, the issuance of building permits, assess costs, or pursue other appropriate and lawful remedies, until the past-due invoices are paid in full. Bills not paid within thirty (30) business days shall accrue interest at the rate of six percent (6%) per year.
- D. The Developer will pay the cost of fog sealing the public trails within the development at a cost of \$0.35/SF. The fog sealing will be completed within three (3) years following trail installation.

- 19. Indemnification** To the extent permitted by applicable law, the Developer shall hold the City and its officers, agents and employees harmless from claims made by third parties for damages sustained or costs incurred resulting from plat or subdivision approval and development of the Subject Property, except for any costs or expenses arising from intentional acts or negligence of the City, or its agents, employees or contractors. The Developer shall indemnify the City and its officers, agents and employees for all costs, damages or expenses that the City may pay or incur in consequence of such claims, including attorney's fees. The City shall be solely responsible for the acts or omissions of the city's officers, agents, and employees.

20. **Insurance.** The Developer agrees to take out and maintain until six (6) months after the City has accepted the Developer Improvements, commercial general liability insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work. Liability limits shall be not less than \$2,000,000 per occurrence and \$3,000,000 annual aggregate. To accomplish the above limits, an umbrella excess liability policy may be used. Developer must also maintain worker's compensation insurance with coverage amounts required by statute. The City shall be named as an additional insured on the commercial general liability policy or umbrella/excess insurance policy, if applicable. The Developer must provide a certificate of insurance to the City demonstrating compliance with the above. The Developer shall provide the City the same advance written notice of the cancellation of the insurance as is afforded to the Developer. The Developer will require each of its contractors and subcontractors of any tiers to maintain the same general liability coverage and limits as required above for losses arising from the work of its contractors or subcontractors. All contractors and subcontractors will be required, if applicable, a contractor's pollution liability policy with limits of not less than \$2,000,000 each occurrence/\$2,000,000 annual aggregate covering claims arising from the release or threatened release of a hazardous substance. In no way will the Developer or any of the Developer's contractors or subcontractors be responsible for any hazardous substance currently on the site

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

- a. Park dedication fees in the amount of \$0
- b. Storm Sewer Trunk Area Charges in the amount of \$213,913
- c. Sanitary Sewer Trunk Area Charges in the amount of \$37,098
- d. Watermain Trunk Area Charges in the amount of \$224,315

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

22. **Service Charges.** The Developer understands that builders will be required to pay for the Subject Property fees, charges and assessments in effect at the time of issuance of building permits. Developer will need to open a City of Rosemount building permit only for payment of related fees. The rates for each of these items will be set according to the current rate structure at the time the building permit is received. The fees, charges, and assessments in effect as of the date of this agreement are:

- a. Metropolitan Council Environmental Services Availability Charges per SAC unit (current rate is \$2,485).
- b. Storm Sewer Connection Charge \$2,270/per acre.
- c. Sanitary Sewer Availability Charges per SAC unit (currently at \$1,200/SAC unit).
- d. Water Availability Charge \$34,350 (4" water meter as per plan dated 5/16/2024, Sheet C 1.51).

23. **Certificates of Occupancy.** Unless otherwise authorized in writing by the City Chief Building Official, no certificates of occupancy shall be issued until:

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

The Developer in executing this Agreement, assumes all liability and costs for damage or delays incurred by the City in construction of Public Improvements caused by the Developer, its employees, contractors, subcontractors, material men or agents.

24. **Record Drawings.** At project completion, Developer shall submit record drawings of all public and private infrastructure improvements in accordance with the City's Engineering Guidelines. No securities will be fully released until all record drawings have been submitted and accepted by the City Engineer.
25. **Developer's Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City will furnish the Developer with written notice of such default by certified mail. If the Developer does not remove said default(s) within thirty (30) days of receiving the notice, the City may, at its option, perform the work and the Developer shall reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, no less than 48 hours in advance. Developer may request an extension of the 30-day cure period, which the City has the discretion to approve or deny in its reasonable judgment. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work to cure a default, the City may, in addition to its other remedies, draw on the letter of credit or other security described in Section 10, or levy the cost in whole or in part as a special assessment against portions of the Subject Property owned or managed by Developer. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes, Section 429.081.
26. **Miscellaneous.**
 - a. The Developer represents to the City that the development of the Subject Property, the subdivision and the plat comply with all city, county, metropolitan, state and federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the subdivision, or the plat, or the development of the Subject Property does not comply, the City may, at its option, refuse to allow construction or development work on the Subject Property until the Developer does comply. Upon the City's written demand, the Developer shall cease work until there is compliance.
 - b. Third parties shall have no recourse against either party under this Agreement.
 - c. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
 - d. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
 - e. The action or inaction of a party shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. A party's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
 - f. This Agreement shall run with the land and may be recorded against the title to the subject property. The Developer shall take such steps, including execution of amendments to this Agreement, as are necessary to effect the recording hereof. After the Developer has completed the work required of it under this Agreement, at the Developer's request, the City will execute and deliver to the Developer a release.

- g. Each right, power or remedy herein conferred upon a party herein is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to such party, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by such party and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- h. The Developer may not assign this Agreement without the written permission of the City Council.
- i. The Developer acknowledges that the City may issue additional requirements outside of the 2024 General Specifications and Standard Detail Plates for Street and Utility Construction or the 2008 Engineering Guidelines as the City is in the process of updating these documents. The review process may require additional time and expense due to this process, which shall be the Developer's responsibility. The Developer shall not be billed for the time required for the City to update and approve their revisions to the 2024 General Specifications and Standard Detail Plates for Street and Utility Construction or the 2008 Engineering Guidelines.
- j. This Agreement includes all attachments, exhibits, and schedules, if any, attached to it, all of which are hereby made a part of this Agreement.

27. **Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to NAME on behalf of the Developer, or mailed to the Developer by registered mail at the following address:

Mark Stotts
Independent School District 196
3455 153rd Street West
Rosemount, MN 55068

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

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

[Remainder of page intentionally left blank.]

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

CITY OF ROSEMOUNT

BY: _____
Jeffery D. Weisensel, Mayor

BY: _____
Erin Fasbender, City Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Jeffery D. Weisensel, Mayor, and Erin Fasbender, City Clerk, of the City of Rosemount, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

INDEPENDENT SCHOOL DISTRICT 196

BY: _____
Christopher Onyango-Robshaw
Director of Finance and Operations

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Christopher Onyango-Robshaw, Director of Finance and Operations of Independent School District 196, a Minnesota public school district, on behalf of said corporation.

Notary Public

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

EXHIBIT A

The following clarifies the various portions of the letter of credit for Developer Improvements that are outlined in the Subdivision Agreement; except, however, the City will accept the amounts attributed to grading and erosion control and pond restoration/erosion control removal from a contractor instead of the Developer.

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

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

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

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

EXHIBIT B

(SUMMARY OF DEVELOPMENT FEES AND LOT AREAS)

Rosemount School District 3rd Addition
EXHIBIT B

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

No.	Item	Cost	110%	Calculation
1	Grading and Erosion Control	\$ 103,590	\$ 113,949	\$3,000/ac x 34.53 acres
2	Pond Restoration and Erosion Control Removal	\$ 25,000	\$ 27,500	Minimum \$25,000
3	Survey Monumentation	\$ 500	\$ 550	\$500/lot x 1 lots
4	Landscaping	\$ 93,300	\$ 102,630	Per City Planner - 210 trees
5	Street Lights	\$ -	\$ -	\$7,500/light x 0 lights
6	Surface Improvements	\$ 45,870	\$ 57,338	125%
7	Water Main Improvements	\$ -	\$ -	125%
8	Sanitary Sewer Improvements	\$ -	\$ -	125%
9	Storm Sewer Improvements	\$ -	\$ -	125%
Total		\$ 268,260	\$ 301,967	

City Fees (due with signed agreement)

No.	Item	Cost	Calculation
1	Engineering Fees	\$ 25,000	
2	Attorney Fees	\$ 3,000	Estimate
3	5% City Administrative Fees	\$ 12,500	
4	Street Light Energy Cost	\$ -	0 lights x 24 months x \$30/month
5	GIS Fees	\$ 4,560	\$60/unit X 76 units
6	Trail Fog Seal	\$ 4,389	\$0.35/SF x 12,540 SF
7	Seal Coating	\$ -	\$1.70/SY x X SY
Total		\$ 49,449	

Development Fees (due before signed plat is released)

No.	Item	Cost	Calculation
1	Storm Sewer Trunk Charge	\$ 213,913	\$6,865/net developable acre x 31.16 acres
2	Sanitary Sewer Trunk Charge	\$ 37,098	\$1,075/acre x 34.51 acres
3	Water Trunk Charge	\$ 224,315	\$6,500/acre x 34.51 acres
4	Park Dedication	\$ -	Satisfied via public recreation spaces created on site
Total		\$ 475,327	

Rosemount School District 3rd Addition
EXHIBIT B

Totals			
	Block	Lots	Units
	1	1	1
	Total	1	1
Total Plat Area =	34.527	acres	
Total Park Area =	0.000	acres	
Future Plat Area =	0.000	acres	
Developable Area * =	34.527	acres	
Ponding to HWL =	3.372	acres	
Net Developable Area =	31.155	acres	

Block	Lot	Units	SQ FT	Acres
1	1	1	1,367,582.00	31.395
ROW - Akron Ave			48,788.00	1.120
ROW - Ardroe Ave			21,262.00	0.488
ROW - Bonaire Ave			66,383.00	1.524
Total Boundary			1,504,015.00	34.527

* Excludes future plat and park areas (all outlots)

ATTACHMENT ONE

Rosemount School District 3rd Addition Final Plat

ROSEMOUNT SCHOOL DISTRICT THIRD ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Independent School District No. 196, a public body under the laws of the State of Minnesota, owner of the following described property:

That part of the East Half of the Southwest Quarter (E 1/2 SW 1/4) of Section22, Township 115, Range 19, lying Northerly of the Northerly right-of-way line of the Chicago, Rock Island and Pacific Railroad, and lying Southerly of the centerline of 135th Street West as now established (also known as County Road No. 38), Dakota County, Minnesota

Has caused the same to be surveyed and platted as ROSEMOUNT SCHOOL DISTRICT THIRD ADDITION, and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Independent School District No. 196, a public body under the laws of the State of Minnesota, has caused these presents to be signed by its proper officers this____ day of _____, 20____.

Signed: INDEPENDENT SCHOOL DISTRICT NO. 196

By: _____ its _____ By: _____ its _____

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____, by _____, the _____ and by _____, the _____ of Independent School District No. 196, a public body under the laws of the State of Minnesota.

_____. (Signature)

_____. (Printed Name)

Notary Public, _____

My commission expires _____

SURVEYORS CERTIFICATE

I Brian Person do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Brian Person, Licensed Land Surveyor
Minnesota License No. 49138

STATE OF MINNESOTA
COUNTY OF ANOKA

This instrument was acknowledged before me on _____, by Brian Person.

_____. (Signature)

_____. (Printed Name)

Notary Public, _____

My commission expires _____

PLANNING COMMISSION OF ROSEMOUNT, MINNESOTA

Approved by the Planning Commission of the City of Rosemount, Minnesota this _____ day of _____, 20____.

By: _____ Chair

CITY COUNCIL, CITY OF ROSEMOUNT, MINNESOTA

This plat was approved by the City Council of Rosemount, Minnesota this _____ day of _____, 20____, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ Mayor

By: _____ Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20____.

Todd B. Tollefson
Dakota County Surveyor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

Amy A. Koethe, Director
Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of ROSEMOUNT SCHOOL DISTRICT THIRD ADDITION was filed in the office of the County Recorder for public record on this _____ day of _____, 20____, at _____ o'clock ____ M. and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

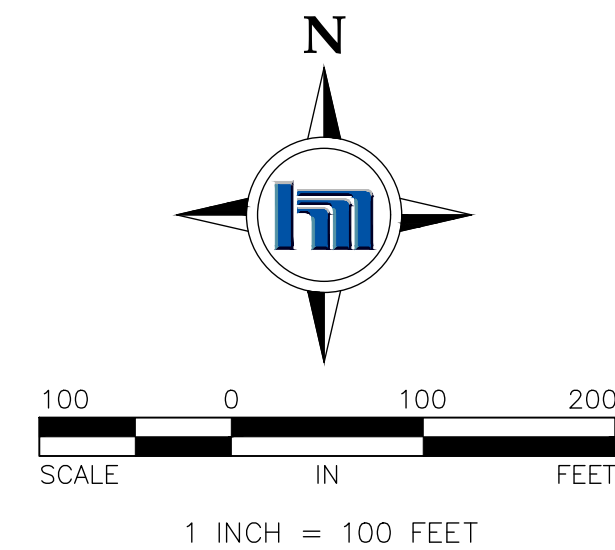
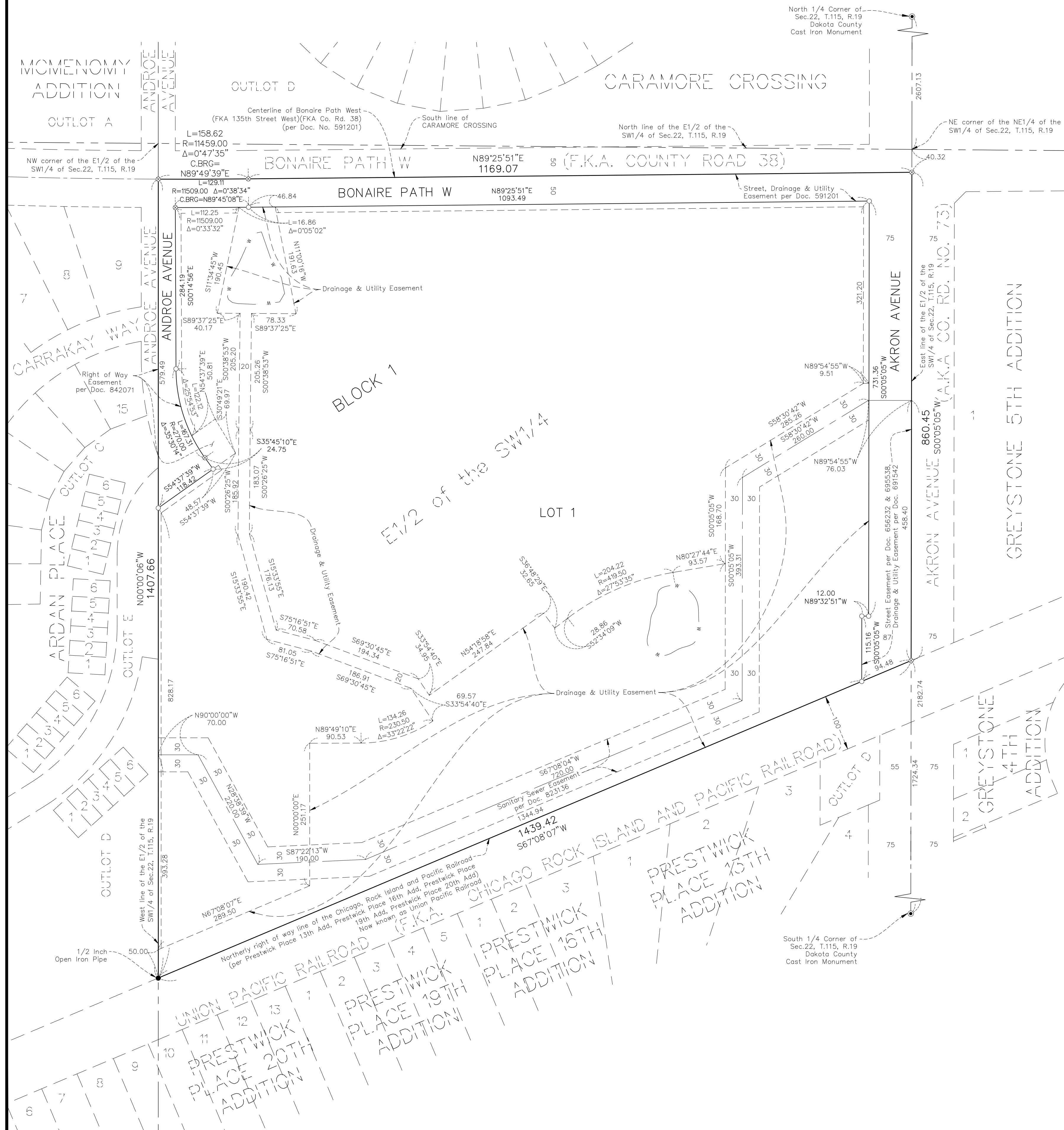
Amy A. Koethe, County Recorder

REGISTRAR OF TITLES, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of ROSEMOUNT SCHOOL DISTRICT THIRD ADDITION was filed in the office of the Registrar of Titles for public record on this _____ day of _____, 20____, at _____ o'clock ____ M. and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

Amy A. Koethe, Registrar of Titles

ROSEMOUNT SCHOOL DISTRICT THIRD ADDITION

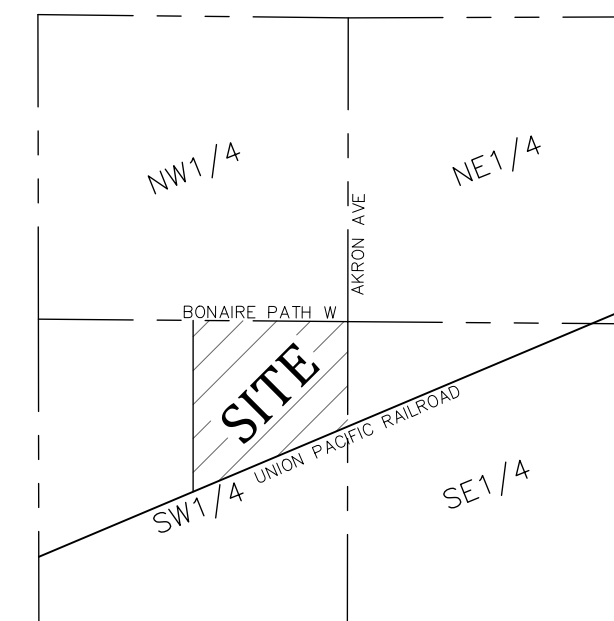


- ⊗ Denotes PK nail set
- Denotes 1/2 inch by 14 inch iron monument set and marked with Minnesota License No. 49138.
- Denotes found iron monument as noted

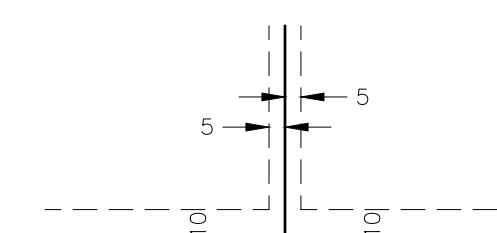
For the purposes of this plat the East line of the East half of the Southwest Quarter of Section 22, Township 115, Range 19 is assumed to bear South 00°05'05" West.

VICINITY MAP

SEC.22, T.115, R.19
NO SCALE



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5.00 feet in width and adjoining lot lines, and 10.00 feet in width and adjoining streets and rear lot lines unless otherwise shown on this plat.

City Council Regular Meeting: July 2, 2024

AGENDA ITEM: Consent to Assignment for Bray Hill Subdivision	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 6.o.
ATTACHMENTS: Consent Agreement	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve the Consent to Assignment for Bray Hill Subdivision Agreement	

BACKGROUND

The Bray Hill Subdivision Agreement was approved by City Council at the June 16, 2024 meeting. Subsequent to that, the developer's bank has requested an additional consent document be executed. This document requires the City to provide notice to the bank in the event of a default and provides the bank the opportunity to assume the obligations of the Subdivision Agreement in the event of said default.

The City Attorney has reviewed this document and recommended changes have been incorporated.

RECOMMENDATION

Staff recommend Council pass a motion to approve the Consent to Assignment for Bray Hill Subdivision Agreement

**CONSENT TO ASSIGNMENT
(CITY)**

The undersigned, in connection with that certain Assignment of Plans and Specifications, Contracts and Permits (as amended from time to time, the “**Assignment**”), given by Distinctive Land Development L. L. C., a Minnesota limited liability company (“**Assignor**”), to Riverland Bank, a Minnesota banking corporation (“**Assignee**”), with respect to the real property that is the subject of the Assigned Contract (as defined below), and in consideration of Assignee making certain financial accommodations to Assignor, hereby acknowledges and agrees as set forth below as of the ____ day of _____, 2024 (the “**Consent Date**”). Capitalized terms not otherwise defined herein shall have their respective meanings set forth or referred to in the Assignment, if any.

1. The undersigned and Assignor entered into that certain Subdivision Agreement dated _____, 2024 (as amended from time to time, the “**Assigned Contract**”).

2. The Assigned Contract represents the entire agreement between the undersigned and Assignor with respect to the subject matter thereof, is in full force and effect and has not been modified or assigned. No default has occurred and is continuing under the Assigned Contract as of the Consent Date and no event has occurred and is continuing which would be a default were it not for any applicable grace or cure period or which would become a default if notice thereof were given to any party.

3. The undersigned hereby acknowledges and consents to the assignment of the Assigned Contract pursuant to the Assignment, and agrees that after an Event of Default under the Loan Documents, (i) the undersigned shall continue to perform its obligations under the Assigned Contract, unless otherwise requested by Assignee, (ii) to the extent permitted by law, including copyright and trade secret laws, Assignee shall have the right to use any Plans and Specifications, Contracts and/or Permits, along with the Assigned Contract, and the ideas, designs, and concepts contained therein, in connection with the completion of the Project, without payment of any additional fees or charges to the undersigned, and (iii) Assignee may enforce the obligations of the Assigned Contract with the same force and effect as if enforced by Assignor and may perform any obligations of Assignor, and the undersigned will accept such performance in lieu of performance by Assignor and in satisfaction of Assignor’s obligations thereunder.

4. The undersigned shall provide prompt written notice of any default under the Assigned Contracts to Assignee at Riverland Bank, Attn: Steve Burow, 700 Seville Drive, Suite 100, Jordan, Minnesota 55352. In such event, (i) Assignee shall have the longer of the applicable cure period under the Assigned Contract or thirty (30) days after receipt of such notice to cure such default prior to the undersigned terminating or pursuing its other remedies thereunder, and (ii) the undersigned shall continue to perform its obligations under the Assigned Contract, unless otherwise requested by Assignee.

5. Assignee does not assume any of Assignor’s obligations under the Assigned Contract by providing compensation, performing obligations and/or tendering performance under the Assigned Contract. Any assumption of the Assigned Contract must be expressly elected by Assignee in a signed writing. Under no circumstances shall Assignee be required to cure any default of Assignor under the Assigned Contract.

6. The undersigned hereby certifies that it has full authority to perform all of its obligations under the Assigned Contract in accordance with the terms thereof and will comply with all applicable laws and regulations in performing such obligations. Upon completion of the Project, and compliance with the terms of the Assigned Contract, the undersigned will certify to Assignee, its successors and assigns that the Project has been completed in accordance with the Assigned Contract.

7. Except as set forth in Section 5 of the Assignment, the undersigned will not agree to any amendment or termination of the Assigned Contract without Assignee's prior written consent.

8. This Consent shall be binding upon and shall inure to the benefit of the undersigned and Assignee, and their successors and assigns. In the event of Assignor's bankruptcy and rejection of the Assigned Contracts, this Consent shall remain effective as between the undersigned and Assignee.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has signed this Consent as of the Consent Date.

CITY: CITY OF ROSEMOUNT

By: Jeffery D. Weisensel, Mayor

By: Sarah Ostroviak, Deputy City Clerk

[Signature Page to Consent to Assignment (City)]

July 2024

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

Main Calendar

City Council Work Session Meeting

July 2, 2024, 5:00 PM - 7:00 PM

[More Details](#)

City Council Meeting

July 2, 2024, 7:00 PM - 8:00 PM

[More Details](#)

CITY HALL CLOSED - Independence Day

July 4, 2024, All Day

[More Details](#)

Port Authority Meeting

July 16, 2024, 6:00 PM - 7:00 PM

[More Details](#)

City Council Meeting

July 16, 2024, 7:00 PM - 8:00 PM

[More Details](#)

Youth Commission Summer Splash Pad Event

July 18, 2024, 11:00 AM - 12:00 PM @ Central Park

[More Details](#)

Parks and Recreation Commission Meeting

July 22, 2024, 7:00 PM - 8:00 PM

[More Details](#)

Planning Commission

July 23, 2024, 6:30 PM - 7:30 PM

[More Details](#)

Leprechaun Days Midsummer Faire

July 25, 2024, 5:00 PM - July 27, 2024, 11:00 PM @ Central Park

[More Details](#)

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August 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	30	31

Main Calendar

City Council Work Session Meeting - UPDATED DATE

August 5, 2024, 5:00 PM - 6:00 PM

[More Details](#)

City Council Meeting - UPDATED DATE

August 5, 2024, 7:00 PM - 8:00 PM

[More Details](#)

Night to Unite

August 6, 2024, 5:00 PM - 8:00 PM

[More Details](#)

Environment & Sustainability Commission Work Session

August 19, 2024, 5:30 PM - 6:30 PM

[More Details](#)

Environment and Sustainability Commission Meeting

August 19, 2024, 6:00 PM - 7:00 PM

[More Details](#)

Port Authority Meeting

August 20, 2024, 6:00 PM - 7:00 PM

[More Details](#)

City Council Meeting

August 20, 2024, 7:00 PM - 8:00 PM

[More Details](#)

Parks and Recreation Commission Meeting

August 26, 2024, 7:00 PM - 8:00 PM

[More Details](#)

Planning Commission

August 27, 2024, 6:30 PM - 7:30 PM

[More Details](#)

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