

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

3. PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS

- a. Minnesota Valley Transit Authority Presentation

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 February 18, 2025 Regular Meeting Minutes
- c. Joint Powers Agreement with State of Minnesota
- d. Authorize Creation of the Deputy PW Director
- e. Ball Field Use Agreement - ISD #917
- f. Items Related to Rosecott Place Apartments Development
- g. Amber Fields 6 Subdivision Agreement

7. PUBLIC HEARINGS

8. UNFINISHED BUSINESS

9. NEW BUSINESS

- a. Request by Magellan Land Development for approval of rezoning land from A-2 - Agricultural to R-2 - Low to Medium Density Residential, and a Preliminary Plat to develop 58 townhome units.
- b. Adoption of City Council Goals and Strategic Directions

10. ANNOUNCEMENTS

- a. City Staff Updates

- b. Upcoming Community Calendar

11. ADJOURNMENT

City Council Regular Meeting: March 4, 2025

AGENDA ITEM: Minnesota Valley Transit Authority Presentation	AGENDA SECTION: PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS
PREPARED BY: Logan Martin, City Administrator	AGENDA NO. 3.a.
ATTACHMENTS:	APPROVED BY: LJM
RECOMMENDED ACTION: Presentation only.	

BACKGROUND

Minnesota Valley Transit Authority (MVTA) representatives will be present to introduce themselves and provide a conversation on the MVTA's current priorities.

RECOMMENDATION

Presentation only.

Council Check Register by GL
Council Check Register and Summary

2/14/2025 -- 2/28/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
10022	2/25/2025		103502 AFSCME COUNCIL 5							
		309.20			2570	0205251506409	7020.2135.01		UNION DUES - AFSCME	PAYROLL FUND
		309.10			2945	0219251209009	7020.2135.01		UNION DUES - AFSCME	PAYROLL FUND
		<u>618.30</u>								
10023	2/25/2025		103061 ICMA RETIREMENT CORP							
		3,165.56			2944	0219251209008	7020.2134.01		DEFERRED COMPENSATION - MISSIO	PAYROLL FUND
		<u>3,165.56</u>								
10024	2/25/2025		103679 LAW ENFORCEMENT LABOR							
		1,040.71			2552	02052515064010	7020.2135.02		UNION DUES - LELS	PAYROLL FUND
		1,040.71			2927	02192512090010	7020.2135.02		UNION DUES - LELS	PAYROLL FUND
		<u>2,081.42</u>								
10025	2/25/2025		103730 MN TEAMSTERS-LOCAL 320							
		895.00			2554	02052515064012	7020.2135.03		UNION DUES - TEAMSTERS	PAYROLL FUND
		898.00			2929	02192512090012	7020.2135.03		UNION DUES - TEAMSTERS	PAYROLL FUND
		11.00	Add'l 11/2024 Dues		2929	02192512090012	7020.2135.03		UNION DUES - TEAMSTERS	PAYROLL FUND
		<u>1,804.00</u>								
10026	2/25/2025		103743 NCPERS GROUP LIFE INS.							
		388.50			2556	02052515064014	7020.2133.04		PERA LIFE INSURANCE	PAYROLL FUND
		324.50			2931	02192512090014	7020.2133.04		PERA LIFE INSURANCE	PAYROLL FUND
		<u>713.00</u>								
161589	2/18/2025		100724 UNITED STATES TREASURY							
		44.64	SERIES 2014 A YIELD LIABILITY		2874	8038-T 2025-PMT	3002.6732		LEGAL & FISCAL FEES	2014A- PP 10TH, BV 2ND, BARCA
		<u>44.64</u>								
161590	2/27/2025		100164 AAA AUTO PARTS							
		240.00	PARTS		3093	2291258	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		<u>240.00</u>								
161591	2/27/2025		103435 ACCELERATED TECHNOLOGIES							
		2,061.13	DATA CABLES		3094	10571	4000.6381	00015100	BUILDING REPAIRS AND MAINTENAN	BUILDING IMPROVEMENT
		<u>2,061.13</u>								
161592	2/27/2025		106004 ACOUSTICS ASSOCIATES, INC.							
		41,496.00	NEW PD/PW CAMPUS		3095	BP2WS 10-E	4316.6520		BUILDING AND STRUCTURES	2023-08 - PD & PW BUILDING (20
		<u>41,496.00</u>								

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161593	2/27/2025		100978 ADVANCED FIRST AID INC						Continued...	
		619.00	AED TRAINER - CIP PURCHASE		3096	0225-1119	4050.6242		MINOR EQUIPMENT	EQUIPMENT IMPROVEMENT
		619.00								
161594	2/27/2025		101382 ALEX PRO FIREARMS LLC							
		1,850.00	NEW FTE RIFLES-3573 & 3574		3097	25029	1210.6144		EMPLOYEE ALLOWANCES	POLICE
		1,850.00								
161595	2/27/2025		100381 ALLDATA							
		1,500.00	FLEET DIAGNOSTIC SOFTWARE		3098	101586878	1330.6318		SOFTWARE FEES	FLEET MAINTENANCE
		1,500.00								
161596	2/27/2025		103515 APPLE FORD LINCOLN AV							
		629.50	PARTS		3099	701529A1W	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		115.50	PARTS AND LABOR		3100	A1CS834913A	1330.6384		MACHINERY & EQUIPMENT REPAIRS	FLEET MAINTENANCE
		207.28	PARTS AND LABOR		3101	A1CS834913B	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		952.28								
161597	2/27/2025		100478 ASPEN MILLS							
		131.75	UNIFORM PANTS- HORNER		3102	348860	1220.6144		EMPLOYEE ALLOWANCES	FIRE
		214.80	UNIFORMS - SPRINGER		3103	348976	1220.6144		EMPLOYEE ALLOWANCES	FIRE
		346.55								
161598	2/27/2025		102886 AT&T MOBILITY							
		539.43	FIRE DEPT DATA LINES		3104	X02032025 FD	1220.6321		TELEPHONE	FIRE
		539.43								
161599	2/27/2025		101644 AXON ENTERPRISE INC							
		252.18	TASER CARTIDGE BATTERY PACK		3105	INUS325427	1210.6220		OPERATING SUPPLIES	POLICE
		252.18								
161600	2/27/2025		106000 BAUER DESIGN BUILD							
		2,000.00	REFUND HYDRANT METER DEPOSIT		3106	BULK REFUND 02,12,25A	6100,2201		DEPOSITS PAYABLE	WATER UTILITY
		132.59-	REFUND HYDRANT METER DEPOSIT		3107	BULK REFUND 02,12,25B	6100,4801,04		COMMERCIAL UTILITY REVENUE	WATER UTILITY
		10,78-	REFUND HYDRANT METER DEPOSIT		3108	BULK REFUND 02,12,25C	6100,2061		SALES TAX PAYABLE	WATER UTILITY
		1,856.63								
161601	2/27/2025		103344 BEAUDRY OIL & PROPANE							

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161601	2/27/2025		103344 BEAUDRY OIL & PROPANE						Continued...	
		92.00	PROPANE FUEL		3109	2879082	1330.6222		FUELS	FLEET MAINTENANCE
		92.00								
161602	2/27/2025		103216 BELAIR BUILDERS INC							
		108,196.79	NEW PD/PW CAMPUS		3110	BP1WS31-A	4316.6520		BUILDING AND STRUCTURES	2023-08 - PD & PW BUILDING (20
		108,196.79								
161603	2/27/2025		101175 BERRY COFFEE COMPANY							
		354.36	COFFE SUPPLIES FOR SC		3111	1047356	1510.6226	00016100	OTHER OPERATING SUPPLIES	PARK & RECREATION
		354.36								
161604	2/27/2025		102965 BOARMAN KROOS VOGEL GROUP INC							
		11,111.00	PROFESSIONAL SERVICES		3112	65358	4316.6312		ARCHITECT SERVICES	2023-08 - PD & PW BUILDING (20
		11,111.00								
161605	2/27/2025		101296 BOLTON & MENK INC							
		19,494.00	TRACT DEVELOPMENT UTILITY STUD		3113	356545	4679.6313		ENGINEERING SERVICES	2024-31 - TRACT
		3,136.00	ROSEMOUNT/PICKLEBALL & DOG PAR		3114	356352	4100.6313	PPICKLE	ENGINEERING SERVICES	PARK IMPROVEMENT
		198.00	PROFESSIONAL SERVICES		3115	356351	4100.6313	PPICKLE	ENGINEERING SERVICES	PARK IMPROVEMENT
		22,828.00								
161606	2/27/2025		106002 BRUMM, LINDSEY							
		300.00	SC DAMAGE DEPOSIT REFUND		3257	82924883	1000.2204	00016100	P&R - REFUND CLEARING	GENERAL FUND BALANCE SHEET
		300.00								
161607	2/27/2025		101083 CAMPBELL KNUTSON PA							
		9,026.73	JANUARY LEAGAL FEES		3117	PROSECUTION SVC 01.31.25	1210.6314		LEGAL SERVICES	POLICE
		9,026.73								
161608	2/27/2025		100430 CARCIOFINI COMPANY INC							
		38,650.75	PD/PW CAMPUS		3118	BP2 WS 07-K	4316.6520		BUILDING AND STRUCTURES	2023-08 - PD & PW BUILDING (20
		38,650.75								
161609	2/27/2025		101446 CCP NI MASTER TENANT 4, LLC							
		87.29	DEC'24 SOLAR SUBSCRIPTION		3119	DEC 2024A	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
		438.13	DEC'24 SOLAR SUBSCRIPTION		3120	DEC 2024B	6100.6371	W114	ELECTRIC	WATER UTILITY
		219.83	DEC'24 SOLAR SUBSCRIPTION		3121	DEC 2024C	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
		148.26	DEC'24 SOLAR SUBSCRIPTION		3122	DEC 2024D	6100.6371	W107	ELECTRIC	WATER UTILITY
		30.02	DEC'24 SOLAR SUBSCRIPTION		3123	DEC 2024E	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS

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161609	2/27/2025		101446 CCP NI MASTER TENANT 4, LLC						Continued...	
		164.51	NOV'24 SOLAR SUBSCRIPTION		3124	NOV 2024A	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
		959.48	NOV'24 SOLAR SUBSCRIPTION		3125	NOV 2024B	6100.6371	W114	ELECTRIC	WATER UTILITY
		399.60	NOV'24 SOLAR SUBSCRIPTION		3126	NOV 2024C	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
		276.87	NOV'24 SOLAR SUBSCRIPTION		3127	NOV 2024D	6100.6371	W107	ELECTRIC	WATER UTILITY
		282.69	OCT'24 SOLAR SUBSCRIPTION		3129	OCT 2024A	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
		1,845.51	OCT'24 SOLAR SUBSCRIPTION		3130	OCT 2024B	6100.6371	W114	ELECTRIC	WATER UTILITY
		665.87	OCT'24 SOLAR SUBSCRIPTION		3131	OCT 2024C	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
		361.69	OCT'24 SOLAR SUBSCRIPTION		3132	OCT 2024D	6100.6371	W107	ELECTRIC	WATER UTILITY
		5,879.75								
161610	2/27/2025		100162 CEMSTONE PRODUCTS CO							
		526.00	CONCRETE FOR CURB		3134	7630346	1320.6234		STREET MAINTENANCE SUPPLIES	STREET MAINTENANCE
		526.00								
161611	2/27/2025		101960 CITY OF INVER GROVE HTS							
		9,590.00	FF TRAINING X 7 ACADEMY		3135	25-01	1220.6453		TRAINING COSTS	FIRE
		9,590.00								
161612	2/27/2025		103559 COMPUTER INTEGRATION TECH							
		4,700.00	BARRACUDA SPAM FILTER		3136	395313	1130.6318		SOFTWARE FEES	ADMINISTRATIVE SERVICES
		2,655.00	MAR'25 MANAGED SERVER BACKUP		3137	396178	1130.6318		SOFTWARE FEES	ADMINISTRATIVE SERVICES
		888.00	MAR'25 DATTO BACKUP		3138	396107	1130.6318		SOFTWARE FEES	ADMINISTRATIVE SERVICES
		8,243.00								
161613	2/27/2025		101554 CORE & MAIN LP							
		14,464.64	IPERL METERS		3139	W406210	6100.6237.01		WATER METER PURCHASES	WATER UTILITY
		41.98	HARDNESS STRIPS		3140	S016679	6100.6237		UTILITY SYSTEM MAINTENANCE SUP	WATER UTILITY
		14,506.62								
161614	2/27/2025		103560 CORPORATE MECHANICAL INC							
		265.38	REPLACE FLAME SENSOR IN CONDEN		3141	W81734	1510.6384	00016100	MACHINERY & EQUIPMENT REPAIRS	PARK & RECREATION
		1,505.00	JANUARY PM		3142	W81632	1510.6384	00016100	MACHINERY & EQUIPMENT REPAIRS	PARK & RECREATION
		1,770.38								
161615	2/27/2025		106017 CREATIVE CONCEPTS CONTRACTORS INC.							
		5,940.00	EXTRA WORK FOR 2023-04		3360	1683	4314.6383		IMPROVEMENT REPAIRS AND MAINTENANCE	2023-04 - 2023 PAVEMENT MGMT
		5,940.00								
161616	2/27/2025		101669 CUSHMAN MOTOR CO INC							
		70.68	PARTS		3143	211365	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE

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161616	2/27/2025		101669 CUSHMAN MOTOR CO INC						Continued...	
		70.68								
161617	2/27/2025		101709 CUSTOM CAP & TIRE							
		507.18	TIRES		3144	270072740	1330.6232		TIRES	FLEET MAINTENANCE
		507.18								
161618	2/27/2025		100351 CUSTOM DRYWALL INC							
		19,000.00	NEW PD/PW CAMPUS		3145	BP2 WS 09-A	4316.6520		BUILDING AND STRUCTURES	2023-08 - PD & PW BUILDING (20
		19,000.00								
161619	2/27/2025		103579 DAK CNTY PROP TAXATION/RECORDS							
		2,071.33	2025 TRUTH IN TAXATION COSTS		3146	TNT2025-34	1120.6317		OTHER PROFESSIONAL SERVICES	GENERAL GOVERNMENT
		2,071.33								
161620	2/27/2025		103581 DAK CNTY PROP TAXATION/RECORDS							
		650.00	2024 TIF MAINTENANCE		3147	2024 TIF MAINT01	2500.6317		OTHER PROFESSIONAL SERVICES	TIF - KENROSE DISTRICT
		16,426.00	2024 TIF MAINTENANCE		3148	2024 TIF MAINT02	2510.6317		OTHER PROFESSIONAL SERVICES	TIF - DOWNTOWN BROCKWAY
		1,834.00	2024 TIF MAINTENANCE		3149	2024 TIF MAINT03	2520.6317		OTHER PROFESSIONAL SERVICES	TIF - OSPREY DISTRICT
		18,910.00								
161621	2/27/2025		103084 DAKOTA 911							
		41,535.00	MARCH DAKOTA 911 FEE		3150	AR-00000000509	1210.6310		PROFESSIONAL SERVICES	POLICE
		41,535.00								
161622	2/27/2025		103568 DAKOTA AWARDS & ENGRAVING							
		27.00	KEILAH MARTINEZ NAMPLATE & TAG		3151	29010	1120.6210		OFFICE SUPPLIES	GENERAL GOVERNMENT
		27.00								
161623	2/27/2025		103572 DAKOTA COUNTY FINANCE							
		5,445.00	55 PORTABLE RADIO BATTERIES		3152	RADIO SVC 01,27,25	4050.6324		RADIO UNITS	EQUIPMENT IMPROVEMENT
		5,445.00								
161624	2/27/2025		103587 DAKOTA ELECTRIC ASSOCIATION							
		6,620.37	STREET LIGHTS		3153	200001066414 01/2025	6400.6371		ELECTRIC	STREET LIGHT UTILITY
		65.90	STORM DRAIN LIFT STATION #6		3154	200004097754	6300.6371	SWLS306	ELECTRIC	STORM WATER UTILITY

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161624	2/27/2025		103587 DAKOTA ELECTRIC ASSOCIATION						Continued...	
						01/25				
		114.80	STORM DRAIN LIFT STATION #8		3155	200010038900	6300.6371	SWLS308	ELECTRIC	STORM WATER UTILITY
						01/25				
		414.12	LIFT STATION #5		3156	200010054799	6200.6371	SSLS205	ELECTRIC	SEWER UTILITY
						01/25				
		78.36	LIFT STATION #12		3157	200010057891	6200.6371	SSLS212	ELECTRIC	SEWER UTILITY
						01/25				
		5.00	SIREN #10		3158	200001519073	1320.6371		ELECTRIC	STREET MAINTENANCE
						01/25				
		201.98	LIFT STATION #4		3159	200001834654	6200.6371	SSLS204	ELECTRIC	SEWER UTILITY
						01/25				
		22.66	CONNEMARA PARK SHELTER/LIGHTS		3160	200002004786	1520.6371		ELECTRIC	PARKS MAINTENANCE
						01/25				
		20.57	IRRIGATION PUMP/SP CONTROL BLD		3161	200002007870	1520.6371		ELECTRIC	PARKS MAINTENANCE
						01/25				
		249.28	WELL #8		3162	200002009231	6100.6371	W108	ELECTRIC	WATER UTILITY
						01/25				
		256.57	WATER TOWER #2		3163	200002009496	6100.6371	WT102	ELECTRIC	WATER UTILITY
						01/25				
		562.94	JAYCEE PARK SHELTER/LIGHTS		3164	200002079739	1520.6371		ELECTRIC	PARKS MAINTENANCE
						01/25				
		253.73	LIFT STATION #3		3165	200002080539	6200.6371	SSLS203	ELECTRIC	SEWER UTILITY
						01/25				
		182.18	JAYCEE PARK TRAIL LIGHTS		3166	200002112506	1520.6371		ELECTRIC	PARKS MAINTENANCE
						01/25				
		99.04	STORM DRAIN LIFT STATION #3		3167	200002868701	6300.6371	SWLS303	ELECTRIC	STORM WATER UTILITY
						01/25				
		227.65	STORM DRAIN LIFT STATION #4		3168	200003329984	6300.6371	SWLS304	ELECTRIC	STORM WATER UTILITY
						01/25				
		19.52	METERED TUNNEL LIGHTS		3169	200003564457	6400.6371		ELECTRIC	STREET LIGHT UTILITY
						01/25				
		185.08	LIFT STATION #9		3170	200003949690	6200.6371	SSLS209	ELECTRIC	SEWER UTILITY
						01/25				
		9,579.75								
161625	2/27/2025		100906 DELEGARD TOOL CO							
		301.97	NEW MECHANICS TOOLS		3171	K45170/1	1330.6241		SMALL TOOLS	FLEET MAINTENANCE
		301.97								
161626	2/27/2025		101673 DUNDAS SOLAR HOLDINGS LLC							

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161626	2/27/2025		101673 DUNDAS SOLAR HOLDINGS LLC						Continued...	
		6,276.31	NOV'24 SOLAR SUBSCRIPTION		3172	2412-6951A	6500.6371		ELECTRIC	ICE ARENA
		3,604.02	DEC'24 SOLAR SUBSCRIPTION		3173	2501-6951A	6500.6371		ELECTRIC	ICE ARENA
		<u>9,880.33</u>								
161627	2/27/2025		100082 E.H. RENNER & SONS INC							
		1,280.28	RURAL WELL WATER LINE FIX		3174	6786	6100.6384	W114	MACHINERY & EQUIPMENT REPAIRS	WATER UTILITY
		22,857.89	RURAL WELL NORTH, REHAB		3175	8707	6100.6384		MACHINERY & EQUIPMENT REPAIRS	WATER UTILITY
		<u>24,138.17</u>								
161628	2/27/2025		103603 EARL F ANDERSEN INC							
		380.55	SIGNS FOR THE NEW PW BUILDING		3176	0138658-IN	4316.6580		OTHER EQUIPMENT	2023-08 - PD & PW BUILDING (20
		969.40	SIGNS FOR THE NEW PW BUILDING		3177	0138696-IN	4316.6580		OTHER EQUIPMENT	2023-08 - PD & PW BUILDING (20
		<u>1,349.95</u>								
161629	2/27/2025		103605 ECM PUBLISHERS INC							
		24.00	3/11/25 PROPERTY SALES		3178	1037003	1120.6343		LEGAL NOTICES	GENERAL GOVERNMENT
		52.00	FEB 25 OMNI		3179	1036152	1120.6343		LEGAL NOTICES	GENERAL GOVERNMENT
		<u>76.00</u>								
161630	2/27/2025		103467 FAIRCHILD EQUIPMENT							
		75.28	CREDIT		2688	PSR001549-1	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		927.00	LIFT REPAIR		3180	SWO139345-1A	1330.6381		BUILDING REPAIRS AND MAINTENAN	FLEET MAINTENANCE
		136.24	LIFT REPAIR		3181	SWO139345-1B	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		<u>987.96</u>								
161631	2/27/2025		103110 FARRELL EQUIPMENT & SUPPLY							
		55.71	TOOL REPAIR		3182	202533	1330.6384		MACHINERY & EQUIPMENT REPAIRS	FLEET MAINTENANCE
		<u>55.71</u>								
161632	2/27/2025		103090 FIRST ARRIVING IO, INC							
		591.45	FIRE CHIEF FA CONSOLE		3183	4650	1120.6318		SOFTWARE FEES	GENERAL GOVERNMENT
		<u>591.45</u>								
161633	2/27/2025		102555 FLEET SERVICES							
		2,368.22	JAN'25 PD/PW LEASE VECHILES		3184	2025070020A	4050.6550		MOTOR VEHICLES	EQUIPMENT IMPROVEMENT
		8,306.08	JAN'25 PD/PW LEASE VECHILES		3185	2025070020B	4050.6550,31		MOTOR VEHICLES-PW	EQUIPMENT IMPROVEMENT
		4,341.03	JAN'25 PD/PW LEASE VECHILES		3186	2025070020C	4050.6550,21		MOTOR VEHICLES-POLICE	EQUIPMENT IMPROVEMENT
		424.89	JAN'25 PD/PW LEASE VECHILES		3187	2025070020D	6100.6550,31		MOTOR VEHICLES-PW	WATER UTILITY
		424.89	JAN'25 PD/PW LEASE VECHILES		3188	2025070020E	6200.6550,31		MOTOR VEHICLES-PW	SEWER UTILITY
		424.88	JAN'25 PD/PW LEASE VECHILES		3189	2025070020F	6300.6550,31		MOTOR VEHICLES-PW	STORM WATER UTILITY

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161633	2/27/2025		102555 FLEET SERVICES						Continued...	
		130.46-	DEC'24 PD/PW LEASE VEHICLES		3190	2025060020A	4050.6550		MOTOR VEHICLES	EQUIPMENT IMPROVEMENT
		810.04	DEC'24 PD/PW LEASE VEHICLES		3191	2025060020B	4050.6550.31		MOTOR VEHICLES-PW	EQUIPMENT IMPROVEMENT
		46.74	DEC'24 PD/PW LEASE VEHICLES		3192	2025060020C	4050.6550.21		MOTOR VEHICLES-POLICE	EQUIPMENT IMPROVEMENT
		8.43	DEC'24 PD/PW LEASE VEHICLES		3193	2025060020D	6100.6550.31		MOTOR VEHICLES-PW	WATER UTILITY
		8.44	DEC'24 PD/PW LEASE VEHICLES		3194	2025060020E	6200.6550.31		MOTOR VEHICLES-PW	SEWER UTILITY
		8.45	DEC'24 PD/PW LEASE VEHICLES		3195	2025060020F	6300.6550.31		MOTOR VEHICLES-PW	STORM WATER UTILITY
		2,368.22	NOV'24 PD/PW LEASE VEHICLES		3196	2025050020A	4050.6550		MOTOR VEHICLES	EQUIPMENT IMPROVEMENT
		8,306.08	NOV'24 PD/PW LEASE VEHICLES		3197	2025050020B	4050.6550.31		MOTOR VEHICLES-PW	EQUIPMENT IMPROVEMENT
		5,841.63	NOV'24 PD/PW LEASE VEHICLES		3198	2025050020C	4050.6550.21		MOTOR VEHICLES-POLICE	EQUIPMENT IMPROVEMENT
		424.89	NOV'24 PD/PW LEASE VEHICLES		3199	2025050020D	6100.6550.31		MOTOR VEHICLES-PW	WATER UTILITY
		424.89	NOV'24 PD/PW LEASE VEHICLES		3200	2025050020E	6200.6550.31		MOTOR VEHICLES-PW	SEWER UTILITY
		424.88	NOV'24 PD/PW LEASE VEHICLES		3201	2025050020F	6300.6550.31		MOTOR VEHICLES-PW	STORM WATER UTILITY
		34,832.22								
161634	2/27/2025		101833 FLEURIEL, AMAND							
		26,784.60	ELECTRICAL FOR PB LIGHTS		3357	51-0013644682-4 01/25	1510.6530	PPICKLE	IMPROVEMENTS OTHER THAN BUILDI	PARK & RECREATION
		26,784.60								
161635	2/27/2025		103630 FRONTIER							
		1,866.07	FIRE DEPT DATA LINES		3202	651-188-0017 02/25A	1120.6321		TELEPHONE	GENERAL GOVERNMENT
		106.40	FIRE DEPT DATA LINES		3203	651-188-0017 02/25B	1120.6321		TELEPHONE	GENERAL GOVERNMENT
		83.33	FIRE DEPT DATA LINES		3204	651-188-0017 02/25C	6500.6321		TELEPHONE	ICE ARENA
		31.87	FIRE DEPT DATA LINES		3205	651-188-0017 02/25D	6100.6321		TELEPHONE	WATER UTILITY
		31.86	FIRE DEPT DATA LINES		3206	651-188-0017 02/25E	6100.6321		TELEPHONE	WATER UTILITY
		7.23	FIRE DEPT DATA LINES		3207	651-188-0017 02/25F	6100.6321		TELEPHONE	WATER UTILITY
		7.23	FIRE DEPT DATA LINES		3208	651-188-0017 02/25G	6200.6321		TELEPHONE	SEWER UTILITY
		7.23	FIRE DEPT DATA LINES		3209	651-188-0017 02/25H	6300.6321		TELEPHONE	STORM WATER UTILITY
		20.54	FIRE DEPT DATA LINES		3210	651-188-0017 02/25I	6100.6322		INTERNET	WATER UTILITY
		20.54	FIRE DEPT DATA LINES		3211	651-188-0017 02/25J	6200.6322		INTERNET	SEWER UTILITY

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161635	2/27/2025		103630 FRONTIER						Continued...	
		20.55	FIRE DEPT DATA LINES		3212	651-188-0017 02/25K	6300.6322		INTERNET	STORM WATER UTILITY
		20.54	FIRE DEPT DATA LINES		3213	651-188-0017 02/25L	6100.6321		TELEPHONE	WATER UTILITY
		20.54	FIRE DEPT DATA LINES		3214	651-188-0017 02/25M	6200.6321		TELEPHONE	SEWER UTILITY
		20.55	FIRE DEPT DATA LINES		3215	651-188-0017 02/25N	6300.6321		TELEPHONE	STORM WATER UTILITY
		20.54	FIRE DEPT DATA LINES		3216	651-188-0017 02/25O	6100.6321		TELEPHONE	WATER UTILITY
		20.54	FIRE DEPT DATA LINES		3217	651-188-0017 02/25P	6200.6321		TELEPHONE	SEWER UTILITY
		20.55	FIRE DEPT DATA LINES		3218	651-188-0017 02/25Q	6300.6321		TELEPHONE	STORM WATER UTILITY
		17.57	FIRE DEPT DATA LINES		3219	651-188-0017 02/25R	6100.6321		TELEPHONE	WATER UTILITY
		17.57	FIRE DEPT DATA LINES		3220	651-188-0017 02/25S	1120.6321		TELEPHONE	GENERAL GOVERNMENT
		1,750.00	FIRE DEPT DATA LINES		3221	651-188-0017 02/25T	1120.6322		INTERNET	GENERAL GOVERNMENT
		<u>4,111.25</u>								
161636	2/27/2025		100156 GERTEN GREENHOUSES INC-446133							
		150.00	EXPO AND CLASSES		3222	982777/6	1520.6453		TRAINING COSTS	PARKS MAINTENANCE
		<u>150.00</u>								
161637	2/27/2025		100980 GOVERNMENTJOBS.COM INC							
		6,642.47	NEOGOV INSIGHT SUBSCRIPTION		3223	INV-128717	1180.6318		SOFTWARE FEES	HUMAN RESOURCES
		<u>6,642.47</u>								
161638	2/27/2025		103639 GRAINGER							
		1,125.56	WHITE BOARDS - PW SHOPS		3224	9402449368	4316.6580		OTHER EQUIPMENT	2023-08 - PD & PW BUILDING (20
		1,864.80	WHITE BOARDS - PW SHOPS		3225	9400051125	4316.6580		OTHER EQUIPMENT	2023-08 - PD & PW BUILDING (20
		421.60	WHITE BOARDS - PW SHOPS		3226	9400244357	4316.6580		OTHER EQUIPMENT	2023-08 - PD & PW BUILDING (20
		439.13	WHITE BOARDS - PW SHOPS		3227	9400244365	4316.6580		OTHER EQUIPMENT	2023-08 - PD & PW BUILDING (20
		139.10	SHELVING UPRIGHT		3228	9412392624	1320.6238		OTHER MAINTENANCE SUPPLIES	STREET MAINTENANCE
		<u>3,990.19</u>								
161639	2/27/2025		103320 GRAZZINI BROTHERS AND COMPANY							
		1,505.75	NEW PD/PW CAMPUS		3229	BP2 WS 09-B	4316.6520		BUILDING AND STRUCTURES	2023-08 - PD & PW BUILDING (20

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161639	2/27/2025		103320 GRAZZINI BROTHERS AND COMPANY						Continued...	
		1,505.75								
161640	2/27/2025		103376 HALLBERG ENGINEERING							
		6,850.00	PW & PD CAMPUS		3230	36344	4316.6313		ENGINEERING SERVICES	2023-08 - PD & PW BUILDING (20
		6,850.00								
161641	2/27/2025		103195 HOLLENBACK & NELSON INC							
		111,815.00	NEW PD/PW CAMPUS		3231	BP1WS 03-A	4316.6520		BUILDING AND STRUCTURES	2023-08 - PD & PW BUILDING (20
		111,815.00								
161642	2/27/2025		103651 HOME DEPOT CREDIT SERVICE							
		220.78	BUILDING SUPPLIES		3232	6032266	1320.6233		BUILDING REPAIRS SUPPLIES	STREET MAINTENANCE
		142.79	BUILDING MATERIAL		3233	6031212	1320.6224		SHOP SUPPLIES	STREET MAINTENANCE
		175.43	BUILDING SUPPLIES		3234	6032244	1340.6233		BUILDING REPAIRS SUPPLIES	GOVERNMENT BUILDINGS
		430.12	SALT		3235	900686	1340.6225		CHEMICAL SUPPLIES	GOVERNMENT BUILDINGS
		29.97	SALT SCOOP		3236	9731940	1340.6221		CLEANING SUPPLIES	GOVERNMENT BUILDINGS
		999.09								
161643	2/27/2025		103357 HUEBSCH							
		35.76	MATS		3237	20385405	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
		133.55	MATS		3238	20385414	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
		105.87	MATS		3239	20385395	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
		274.87	MATS		3240	20385396	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
		31.76	MATS		3241	20385416	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
		581.81								
161644	2/27/2025		100538 INTERSTATE BATTERY SYSTEM OF MINNEAPOLIS							
		839.70	PARTS		3242	220076308	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		214.95	PARTS		3243	220076274	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		465.90	PARTS		3244	220076177	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		1,520.55								
161645	2/27/2025		103668 KENNEDY & GRAVEN, CHARTERED							
		111.30	NON RETAINER JAN 2025		3245	186545A	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
		331.50	NON RETAINER JAN 2025		3246	186545B	4635.6314		LEGAL SERVICES	2022-09 - AMBER FIELDS 2ND (OU
		97.50	NON RETAINER JAN 2025		3247	186545C	4314.6314		LEGAL SERVICES	2023-04 - 2023 PAVEMENT MGMT
		590.40	ENG & PW JAN 2025		3248	186540	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
		7,050.00	PORT AUTHORITY JAN 2025		3249	186546	2100.6314		LEGAL SERVICES	PORT AUTHORITY
		221.40	PERSONNEL MATTERS RETAINER JAN		3250	186544	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
		383.76	PARKS & REC RETAINER JAN 2025		3251	186543	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT

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161645	2/27/2025		103668 KENNEDY & GRAVEN, CHARTERED						Continued...	
		73.80	FIRE DEPT RETAINER		3252	186541	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
		2,066.44	ADMIN RETAINER JAN 2025		3253	186539	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
		10,926.10								
161646	2/27/2025		103670 KIMBALL MIDWEST							
		922.83	SHOP SUPPLIES		3254	103033323	1330.6224		SHOP SUPPLIES	FLEET MAINTENANCE
		922.83								
161647	2/27/2025		105280 KONECTA GPS LLC							
		2,399.70	800MGZ ANTENNA INSTALLATION		3255	4755	4316.6570		OFFICE EQUIP, FURNISHINGS, IT	2023-08 - PD & PW BUILDING (20
		2,399.70								
161648	2/27/2025		100072 LEAGUE-MN CITIES INS TRUST							
		2,500.00	WORKERS COMP		3256	23890	2375.6362		WORKERS COMPENSATION INSURANCE	INSURANCE
		2,500.00								
161650	2/27/2025		103686 LOGIS-LOCAL GOVERNMENT							
		7,776.00	JAN-MAR'25 APPLICATION SUPPORT		3258	110021A	1150.6318		SOFTWARE FEES	FINANCE
		7,916.00	JAN-MAR'25 APPLICATION SUPPORT		3259	110021B	1180.6318		SOFTWARE FEES	HUMAN RESOURCES
		850.00	JAN-MAR'25 APPLICATION SUPPORT		3260	110021C	1150.6318		SOFTWARE FEES	FINANCE
		4,908.00	JAN-MAR'25 APPLICATION SUPPORT		3261	110021D	1150.6318		SOFTWARE FEES	FINANCE
		794.00	JAN-MAR'25 APPLICATION SUPPORT		3262	110021E	1150.6318		SOFTWARE FEES	FINANCE
		7,173.00	JAN-MAR'25 APPLICATION SUPPORT		3263	110021F	1210.6318		SOFTWARE FEES	POLICE
		1,238.00	JAN-MAR'25 APPLICATION SUPPORT		3264	110021G	1210.6318		SOFTWARE FEES	POLICE
		805.00	JAN-MAR'25 APPLICATION SUPPORT		3265	110021H	1220.6318		SOFTWARE FEES	FIRE
		1,640.00	JAN-MAR'25 APPLICATION SUPPORT		3266	110021I	1120.6322		INTERNET	GENERAL GOVERNMENT
		4,245.00	JAN-MAR'25 APPLICATION SUPPORT		3267	110021J	1130.6318		SOFTWARE FEES	ADMINISTRATIVE SERVICES
		910.87	JAN-MAR'25 APPLICATION SUPPORT		3268	110021K	1150.6318		SOFTWARE FEES	FINANCE
		503.24	JAN-MAR'25 APPLICATION SUPPORT		3269	110021L	1180.6318		SOFTWARE FEES	HUMAN RESOURCES
		534.71	JAN-MAR'25 APPLICATION SUPPORT		3270	110021M	1210.6318		SOFTWARE FEES	POLICE
		51.18	JAN-MAR'25 APPLICATION SUPPORT		3271	110021N	1220.6318		SOFTWARE FEES	FIRE
		2,800.00	JAN-MAR'25 APPLICATION SUPPORT		3272	110021O	1180.6318		SOFTWARE FEES	HUMAN RESOURCES
		8,050.00	JAN-MAR'25 APPLICATION SUPPORT		3273	110021P	1150.6318		SOFTWARE FEES	FINANCE
		1,175.00	JAN-MAR'25 APPLICATION SUPPORT		3274	110021Q	1150.6318		SOFTWARE FEES	FINANCE
		1,900.00	JAN-MAR'25 APPLICATION SUPPORT		3275	110021R	1210.6318		SOFTWARE FEES	POLICE
		20.25	LOCATES - DEC'24		3276	118046	1320.6310		PROFESSIONAL SERVICES	STREET MAINTENANCE
		225.00	TOKENS (15)		3277	117018	1220.6220		OPERATING SUPPLIES	FIRE
		116.25	NETWORK SVCS THRU 1/31/25		3278	118030A	4316.6385		OTHER REPAIRS AND MAINTENANCE	2023-08 - PD & PW BUILDING (20
		77.50	NETWORK SVCS THRU 1/31/25		3279	118030B	4050.6310		PROFESSIONAL SERVICES	EQUIPMENT IMPROVEMENT
		3,222.50	NETWORK SVCS THRU 1/31/25		3280	118030C	1130.6385		OTHER REPAIRS AND MAINTENANCE	ADMINISTRATIVE SERVICES

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161650	2/27/2025		103686 LOGIS-LOCAL GOVERNMENT						Continued...	
		56,931.50								
161651	2/27/2025		101580 MACQUEEN							
		1,691.59	PARTS		3281	P12217	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		5,861.46	VACTOR REPAIRS		3282	W15234A	1330.6384		MACHINERY & EQUIPMENT REPAIRS	FLEET MAINTENANCE
		9,591.28	VACTOR REPAIRS		3283	W15234B	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		17,144.33								
161652	2/27/2025		102326 MARCO TECHNOLOGIES LLC							
		178.30	CITY HALL COPIER		3284	548762103	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
		178.30								
161653	2/27/2025		103694 MCNAMARA CONTRACTING INC							
		288,446.79	NEW PD/PW CAMPUS		3285	BP1 WS 32-A	4316.6520		BUILDING AND STRUCTURES	2023-08 - PD & PW BUILDING (20
		288,446.79								
161654	2/27/2025		100368 MEDICINE LAKE TOURS							
		1,848.00	SENIOR BUS TRIP		3286	02,21,25 COMM CENTER	1510.6310	00040601	PROFESSIONAL SERVICES	PARK & RECREATION
		1,848.00								
161655	2/27/2025		103718 MEI TOTAL ELEVATOR SOLUTIONS							
		193.53	MONTHLY PM		3287	1108851	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
		193.53								
161656	2/27/2025		103697 MENARDS-APPLE VALLEY							
		94.88	SHOP SUPPLIES		3288	88217	1520.6224		SHOP SUPPLIES	PARKS MAINTENANCE
		234.12	OPERATING SUPPLIES		3289	87915	1520.6220		OPERATING SUPPLIES	PARKS MAINTENANCE
		21.00	TAPE FOR GARAGE FLOOR		3290	87802	1340.6220		OPERATING SUPPLIES	GOVERNMENT BUILDINGS
		350.00								
161657	2/27/2025		101363 METRO SALES INC							
		117.56	STEEPLE CENTER COPIER		3291	INV2719781	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
		155.53	CITY HALL RICOH COPIER		3292	INV2720265	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
		67.00	COPIER PD 1ST FLOOR		3293	INV2717798	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
		340.09								
161658	2/27/2025		103126 MIDWEST MACHINERY CO							
		1,038.96	PARTS		3294	10289947	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		1,038.96								

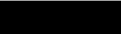
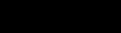
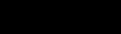
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161658	2/27/2025		103126 MIDWEST MACHINERY CO						Continued...	
161659	2/27/2025		105284 MILLER MENDEL INC							
		13,50	ESOPH CREDIT REPORT SOFTWARE		3295	8301	1210.6318		SOFTWARE FEES	POLICE
		67,50	ESOPH SOC. MEDIA RPT SOFTWARE		3296	8471	1210.6318		SOFTWARE FEES	POLICE
		81,00								
161660	2/27/2025		103444 MINER, LTD DBA STAR EQUIPMENT							
		9,595.00	NEW PD/PW CAMPUS		3297	BP2 WS 08-D.02	4316.6520		BUILDING AND STRUCTURES	2023-08 - PD & PW BUILDING (20
		9,595.00								
161661	2/27/2025		100073 MN DEPT OF HEALTH							
		32.00	EXAM FEE		3298	EXAM APPLICATION 02.13.25	6100.6451		DUES AND SUBSCRIPTIONS	WATER UTILITY
		32.00								
161662	2/27/2025		100060 MN RURAL WATER ASSO							
		425.00	MEMBERSHIP DUES		3299	10443-MEMBERSHI P '25-'26	6100.6451		DUES AND SUBSCRIPTIONS	WATER UTILITY
		425,00								
161663	2/27/2025		103732 MN VALLEY TESTING LABS							
		522.50	BAC-T TESTING		3300	1292395	6100.6310		PROFESSIONAL SERVICES	WATER UTILITY
		529.00	MANGANESE SAMPLES		3301	1293019	6100.6310		PROFESSIONAL SERVICES	WATER UTILITY
		1,051.50								
161664	2/27/2025		105628 MORTON SALT							
		23,429.86	ROAD SALT		3302	5403354010	1320.6234		STREET MAINTENANCE SUPPLIES	STREET MAINTENANCE
		58,912.97	ROAD SALT		3303	5403351162	1320.6234		STREET MAINTENANCE SUPPLIES	STREET MAINTENANCE
		82,342.83								
161665	2/27/2025		103266 MUSKA ELECTRIC COMPANY							
		60,338.62	NEW PD/PW CAMPUS		3304	BP2 WS 26-A	4316.6520		BUILDING AND STRUCTURES	2023-08 - PD & PW BUILDING (20
		60,338.62								
161666	2/27/2025		100216 NIEBUR TRACTOR & EQUIP							
		629.99	STIHL BACKPACK BLOWER		3305	01-205828	1320.6242		MINOR EQUIPMENT	STREET MAINTENANCE
		629.99								
161667	2/27/2025		101212 OPG-3 INC							

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161667	2/27/2025		101212 OPG-3 INC						Continued...	
		820.00	ACCOUNT UPDATES LF PRO		3306	8606	1120.6310		PROFESSIONAL SERVICES	GENERAL GOVERNMENT
		820.00								
161668	2/27/2025		103426 PARAGON BUILDERS							
		2,000.00	13422 CAFFREY COURT		3307	2021-00597	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
			REFUND							
		2,000.00								
161669	2/27/2025		100403 PARAMOUNT AUTO SERVICE-185253							
		104.75	CONTRACTED LABOR		3308	RO#458406	1330.6384		MACHINERY & EQUIPMENT REPAIRS	FLEET MAINTENANCE
		104.75								
161670	2/27/2025		102006 PELLICCI ACE ROSEMOUNT							
		39.99	PHONE MOUNT		3309	13342/R	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		39.99								
161671	2/27/2025		100488 PETERSON COMPANIES, INC							
		27,745.46	NEW PD/PW CAMPUS		3310	BPS WS 32-D	4316.6520		BUILDING AND STRUCTURES	2023-08 - PD & PW BUILDING (20
		27,745.46								
161672	2/27/2025		103764 R & R SPECIALTIES OF WI							
		407.35	SERVICE CALL		3311	0084760-IN	6500.6384		MACHINERY & EQUIPMENT REPAIRS	ICE ARENA
		407.35								
161673	2/27/2025		103244 R.J. MECHANICAL INC							
		30,003.24	NEW PD/PW CAMPUS		3312	BP2 WS 22-A	4316.6520		BUILDING AND STRUCTURES	2023-08 - PD & PW BUILDING (20
		30,003.24								
161674	2/27/2025		102208 ROSEMOUNT ARMORY FUND							
		3,360.00	2024 PRORATED LEASE PAYMENT		3313	1001	1510.6391		BUILDING RENTALS	PARK & RECREATION
		3,360.00								
161675	2/27/2025		103770 ROSEMOUNT EXPRESS ACCOUNT							
		33.25	BACKGROUND FEE 		3314	CK1066	4316.6310		PROFESSIONAL SERVICES	2023-08 - PD & PW BUILDING (20
		33.25	BACKGROUND FEE 		3315	CK1067	4316.6310		PROFESSIONAL SERVICES	2023-08 - PD & PW BUILDING (20
		33.25	BACKGROUND FEE 		3316	CK1068	4316.6310		PROFESSIONAL SERVICES	2023-08 - PD & PW BUILDING (20
		33.25	BACKGROUND FEE 		3317	CK1069	4316.6310		PROFESSIONAL SERVICES	2023-08 - PD & PW BUILDING (20
		133.00								
161676	2/27/2025		102681 SAFE-FAST INC							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
161676	2/27/2025		102681 SAFE-FAST INC						Continued...	
		157.68	GLOVES FOR STREETS DEPT		3318	INV304169	1320.6238		OTHER MAINTENANCE SUPPLIES	STREET MAINTENANCE
		157.68								
161677	2/27/2025		103777 SAM'S CLUB							
		178.51	CITY HALL PD/PW SUPPLIES		3319	691	1340.6221		CLEANING SUPPLIES	GOVERNMENT BUILDINGS
		103.26	WELLNESS SUPPLIES		3320	596	1210.6460		MEETING EXPENSE	POLICE
		267.41	PINT/PROM FOOD		3321	772	1510.6226	00040501	OTHER OPERATING SUPPLIES	PARK & RECREATION
		549.18								
161678	2/27/2025		103779 SHORT ELLIOT HENDRICKSON							
		1,917.25	TRACT/CSAH 42 TH 55 WM EXT		3322	482848	4679.6313		ENGINEERING SERVICES	2024-31 - TRACT
		63.94	CSAH 42 WATERMAIN EXTENSION		3323	482846	4504.6313		ENGINEERING SERVICES	2024-08 - CSAH 42/BLAINE AVENU
		1,981.19								
161679	2/27/2025		100591 SHRED RIGHT							
		18.85	DOCUMENT PURGE HR		3324	42308	1120.6310		PROFESSIONAL SERVICES	GENERAL GOVERNMENT
		18.85								
161680	2/27/2025		100298 SRF CONSULTING GROUP INC							
		9,872.10	DUNMORE GREENWAY DESIGN		3325	12387,00-22	4100.6313	PGREEN	ENGINEERING SERVICES	PARK IMPROVEMENT
		3,113.83	PEDESTRIAN CROSSING STUDY		3326	17740,00-6	4150.6313		ENGINEERING SERVICES	STREET IMPROVEMENT
		12,985.93								
161681	2/27/2025		103013 STANTEC CONSULTING SERVS INC							
		6,608.00	42 VISIONING		3327	2349950	2100.6310		PROFESSIONAL SERVICES	PORT AUTHORITY
		6,608.00								
161682	2/27/2025		103306 TEKTON CONSTRUCTION							
		42,746.15	NEW PD/PW CAMPUS		3328	BP2 WS 06-A	4316.6520		BUILDING AND STRUCTURES	2023-08 - PD & PW BUILDING (20
		42,746.15								
161683	2/27/2025		106001 THE TWO TAP TRIO							
		600.00	ENTERTAINMENT AT RAS LUNCHEON		3116	21425	1510.6310	00040603	PROFESSIONAL SERVICES	PARK & RECREATION
		600.00								
161684	2/27/2025		103267 THELEN HEATING & ROOFING INC							
		37,856.55	NEW PD/PW CAMPUS		3329	BP2 WS 23-A	4316.6520		BUILDING AND STRUCTURES	2023-08 - PD & PW BUILDING (20
		37,856.55								
161685	2/27/2025		100127 TKDA ASSOCIATES							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
161685	2/27/2025		100127 TKDA ASSOCIATES						Continued...	
		21,866.95	2025 SIP PROFESSIONAL SERVICES		3330	2025000181	4323.6313		ENGINEERING SERVICES	2025-02 - 2025 STREET IMPROVEM
		21,866.95								
161686	2/27/2025		103811 TWIN CITY HARDWARE							
		36.07	PARK AND UTILITY KEYS		3331	PSI2316168A	1520.6220		OPERATING SUPPLIES	PARKS MAINTENANCE
		36.08	PARK AND UTILITY KEYS		3332	PSI2316168B	6100.6220		OPERATING SUPPLIES	WATER UTILITY
		525.42	CONTROLLER POWER DIST UNIT		3333	PSI2316572	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
		238.11	NEW PD/PW CAMPUS		3334	BP2 WS 08-A	4316.6520		BUILDING AND STRUCTURES	2023-08 - PD & PW BUILDING (20
		835.68								
161687	2/27/2025		103248 UNITED GLASS INC							
		35,484.40	NEW PD/PW CAMPUS		3335	BP2WS 08-F	4316.6520		BUILDING AND STRUCTURES	2023-08 - PD & PW BUILDING (20
		35,484.40								
161688	2/27/2025		100724 UNITED STATES TREASURY							
		2,083.20	SERIES 2015B YIELD LIABILITY		3336	8038-T 02.01.25	3003.6732		LEGAL & FISCAL FEES	2015B - CIP REFUNDING BONDS (2
						PMT				
		2,083.20								
161689	2/27/2025		100682 VARITECH INDUSTRIES INC							
		126.13	BRINE MAKER PARTS		3337	IN060-2002108	1320.6231		EQUIPMENT REPAIR SUPPLIES	STREET MAINTENANCE
		126.13								
161690	2/27/2025		102490 WARSAW SOLAR, LLC							
		1,537.33	DEC'24 SOLAR SUBSCRIPTION		3338	2501-6994F01	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
		164.09	DEC'24 SOLAR SUBSCRIPTION		3339	2501-6994F02	6100.6371	W110	ELECTRIC	WATER UTILITY
		2,436.16	DEC'24 SOLAR SUBSCRIPTION		3340	2501-6994F03	6500.6371		ELECTRIC	ICE ARENA
		749.27	DEC'24 SOLAR SUBSCRIPTION		3341	2501-6994F04	6100.6371	W112	ELECTRIC	WATER UTILITY
		145.49	DEC'24 SOLAR SUBSCRIPTION		3342	2501-6994F05	6100.6371	W107	ELECTRIC	WATER UTILITY
		62.42	DEC'24 SOLAR SUBSCRIPTION		3343	2501-6994F06	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
		2,598.57	NOV'24 SOLAR SUBSCRIPTION		3344	2412-6994F01	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
		277.61	NOV'24 SOLAR SUBSCRIPTION		3345	2412-6994F02	6100.6371	W110	ELECTRIC	WATER UTILITY
		4,116.95	NOV'24 SOLAR SUBSCRIPTION		3346	2412-6994F03	6500.6371		ELECTRIC	ICE ARENA
		1,264.99	NOV'24 SOLAR SUBSCRIPTION		3347	2412-6994F04	6100.6371	W112	ELECTRIC	WATER UTILITY
		245.88	NOV'24 SOLAR SUBSCRIPTION		3348	2412-6994F05	6100.6371		ELECTRIC	WATER UTILITY
		105.87	NOV'24 SOLAR SUBSCRIPTION		3349	2412-6994F06	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
		5,529.60	OCT'24 SOLAR SUBSCRIPTION		3350	2411-6994F01	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
		590.82	OCT'24 SOLAR SUBSCRIPTION		3351	2411-6994F02	6100.6371	W110	ELECTRIC	WATER UTILITY
		8,760.31	OCT'24 SOLAR SUBSCRIPTION		3352	2411-6994F03	6500.6371		ELECTRIC	ICE ARENA
		2,691.30	OCT'24 SOLAR SUBSCRIPTION		3353	2411-6994F04	6100.6371	W112	ELECTRIC	WATER UTILITY

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
161690	2/27/2025		102490 WARSAW SOLAR, LLC						Continued...	
		523.21	OCT'24 SOLAR SUBSCRIPTION		3354	2411-6994F05	6100.6371	W107	ELECTRIC	WATER UTILITY
		225.39	OCT'24 SOLAR SUBSCRIPTION		3355	2411-6994F06	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
		32,025.26								
161691	2/27/2025		101874 WILLIAMS SCOTSMAN INC							
		1,247.28	FEB. BLOOMFIELD SHELTER		3356	9023008005	1510.6392	PBLOOM	OFFICE EQUIPMENT RENTALS	PARK & RECREATION
		1,247.28								
161692	2/27/2025		103375 WRIGHT-HENNEPIN COOP ELECTRIC							
		27.95	FIRE PANEL MONITORING		3361	35031923708	1510.6384	00016100	MACHINERY & EQUIPMENT REPAIRS	PARK & RECREATION
		27.95								
161693	2/27/2025		103833 XCEL ENERGY							
		11,558.23	NON METERED STREET LIGHTS		3358	51-6870492-3 01/25	6400.6371		ELECTRIC	STREET LIGHT UTILITY
		11,558.23								
161694	2/27/2025		103839 ZIEGLER INC							
		10,104.20	PLOW CUTTING EDGES		3359	IN001778738	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		10,104.20								
25022501	2/25/2025		103710 MN CHILD SUPPORT							
		127.36			2928	02192512090011	7020.2136.01		CHILD SUPPORT	PAYROLL FUND
		127.36								
25022502	2/25/2025		100550 GUARDIAN							
		20.00-			1214	1226241427505	1120.6456		OTHER MISCELLANEOUS CHARGES	GENERAL GOVERNMENT
		3,477.56			1214	1226241427505	7020.2133.02		DENTAL INSURANCE	PAYROLL FUND
		21.95			1214	1226241427505	7020.2133.02		DENTAL INSURANCE	PAYROLL FUND
		43.90			1214	1226241427505	7020.2133.02		DENTAL INSURANCE	PAYROLL FUND
		43.90			1214	1226241427505	7020.2133.02		DENTAL INSURANCE	PAYROLL FUND
		43.90			1214	1226241427505	7020.2133.02		DENTAL INSURANCE	PAYROLL FUND
		43.90-			1214	1226241427505	7020.2133.02		DENTAL INSURANCE	PAYROLL FUND
		43.90			1214	1226241427505	7020.2133.02		DENTAL INSURANCE	PAYROLL FUND
		129.25			1214	1226241427505	7020.2133.02		DENTAL INSURANCE	PAYROLL FUND
		43.90			1214	1226241427505	7020.2133.02		DENTAL INSURANCE	PAYROLL FUND
		43.90			1214	1226241427505	7020.2133.02		DENTAL INSURANCE	PAYROLL FUND
		3,828.26			1214	1226241427505	7020.2133.02		DENTAL INSURANCE	PAYROLL FUND
25022503	2/25/2025		103031 BPAS-BENEFIT PLANS ADMIN SRVS							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
25022503	2/25/2025		103031 BPAS-BENEFIT PLANS ADMIN SRVS						Continued...	
		3,807.02			2942	0219251209006	7020.2133.06		VEBA CONTRIBUTIONS	PAYROLL FUND
		3,200.00-			2942	0219251209006	7020.2133.06		VEBA CONTRIBUTIONS	PAYROLL FUND
		607.02								
25022504	2/25/2025		105319 STANDARD INSURANCE COMPANY							
		425.22			2559	02052515064017	7020.2133.08		ADDITIONAL DISABILITY INSURANC	PAYROLL FUND
		.13-			2934	02192512090017	1120.6143		LIFE INSURANCE	GENERAL GOVERNMENT
		425.22			2934	02192512090017	7020.2133.08		ADDITIONAL DISABILITY INSURANC	PAYROLL FUND
		37.32-			2934	02192512090017	7020.2133.08		ADDITIONAL DISABILITY INSURANC	PAYROLL FUND
		90.80-			2934	02192512090017	7020.2133.08		ADDITIONAL DISABILITY INSURANC	PAYROLL FUND
		35.20			2934	02192512090017	7020.2133.08		ADDITIONAL DISABILITY INSURANC	PAYROLL FUND
		13.88			2934	02192512090017	7020.2133.08		ADDITIONAL DISABILITY INSURANC	PAYROLL FUND
		21.42			2934	02192512090017	7020.2133.08		ADDITIONAL DISABILITY INSURANC	PAYROLL FUND
		35.20			2934	02192512090017	7020.2133.08		ADDITIONAL DISABILITY INSURANC	PAYROLL FUND
		21.60-			2934	02192512090017	7020.2133.08		ADDITIONAL DISABILITY INSURANC	PAYROLL FUND
		4.05-			2934	02192512090017	7020.2133.08		ADDITIONAL DISABILITY INSURANC	PAYROLL FUND
		28.72			2934	02192512090017	7020.2133.08		ADDITIONAL DISABILITY INSURANC	PAYROLL FUND
		830.96								
25022505	2/25/2025		103741 NATIONWIDE RETIREMENT SOL							
		6,657.47			2930	02192512090013	7020.2134.03		DEFERRED COMPENSATION - NATION	PAYROLL FUND
		6,657.47								
25022506	2/25/2025		100447 MN STATE RETIREMENT SYSTEM							
		14,985.06			2940	02192512090004	7020.2134.02		DEFERRED COMPENSATION - MSRS	PAYROLL FUND
		14,985.06								
25022507	2/25/2025		103032 WEX HEALTH INC							
		643.68			2943	02192512090007	7020.2133.05		HSA CONTRIBUTIONS	PAYROLL FUND
		643.68								
25022508	2/25/2025		103742 NATIONWIDE RETIREMENT SOL							
		5,201.12			2925	0218251040084	7020.2134.03		DEFERRED COMPENSATION - NATION	PAYROLL FUND
		5,201.12								
25022509	2/25/2025		103741 NATIONWIDE RETIREMENT SOL							
		6,657.47			2930	02192512090013	7020.2134.03		DEFERRED COMPENSATION - NATION	PAYROLL FUND
		6,657.47								
25022510	2/25/2025		100447 MN STATE RETIREMENT SYSTEM							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
25022510	2/25/2025		100447 MN STATE RETIREMENT SYSTEM						Continued...	
		14,985.06			2940	0219251209004	7020.2134.02		DEFERRED COMPENSATION - MSRS	PAYROLL FUND
		14,985.06								
25022511	2/25/2025		100002 MN DEPT OF REVENUE							
		890.58			2924	0218251040083	7020.2131.03		STATE WITHHOLDING	PAYROLL FUND
		19,714.28			2939	0219251209003	7020.2131.03		STATE WITHHOLDING	PAYROLL FUND
		20,604.86								
		<u>1,527,786.90</u>	Grand Total							

Payment Instrument Totals

Checks	1,444,276.30
EFT Payments	75,128.32
A/P ACH Payment	<u>8,382.28</u>
Total Payments	1,527,786.90

Jeak Maleck
2/28/25

**ROSEMOUNT CITY COUNCIL
REGULAR MEETING PROCEEDINGS
FEBRUARY 18, 2025**

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, February 18, 2025, at 7:00 PM. in Rosemount Council Chambers, 2875 145th Street West.

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

APPROVAL OF AGENDA

Administrative Services Director, Malecha, noted item 6.k. Lifetime Change Order has been added to the agenda.

Motion by Weisensel **Second by** Essler

Motion to approve the agenda with the addition of item 6.k.

Ayes: 5.

Nays: None. Motion Carried.

PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS

a. Police Officer Oath of Office

Mayor Weisensel paused for a moment of silence to honor the two officers and firefighter who lost their lives in the line of duty in Burnsville one year ago today.

Police Chief Dahlstrom introduced Officer Clay Morgel and Clerk Fasbender issued the oath of office.

RESPONSE TO PUBLIC COMMENT

None.

PUBLIC COMMENT

Mark Enochs

3574 Clare Downs Path

Mr. Enochs of the Rosemount Community Band thanked the City Council for their financial contribution in supporting the commissioned piece of music.

CONSENT AGENDA

Motion by Theisen **Second by** Klimpel

Motion to approve consent agenda

Ayes: 5.

Nays: None. Motion Carried.

- a. Bill Listings
- b. Minutes of the January 30, 2025 Special Work Session Proceedings
- c. Minutes of the February 4, 2025 Regular Meeting Minutes
- d. Minutes of the February 4, 2025 Work Session Proceedings
- e. Municipal State Aid Mileage Revision
- f. Accept Caramore Crossing 1st and 2nd Additions
- g. Request by Greg Steininger for Renewal of a SME Permit
- h. Request by Maplewood Development for Amber Fields 21st Final Plat
- i. Prestwick Place 24 Addition, Accept Improvements
- j. Donation Acceptance from Merchants Bank
- k. Lifetime Change Orders #14 and #15

PUBLIC HEARINGS

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

- a. Request by North Wind Test, LLC., for Preliminary and Final Plat approval and rezoning of 60 acres from A-2 to B-2

Senior Planner Nemcek presented the request from the applicant to develop an aerospace research and testing facility on the 60-acres located immediately south of Meta's data center project and west of Blaine Avenue. In addition to the primary parcel, the plat also includes a parcel in the northeast corner of the site that will be the location of a future substation to serve the site. The planning commission and staff are recommending approval of the requests.

The applicant, North Wind Test, LLC, was present to provide an overview of their plans. In addition, the applicant noted the strong partnership they have and will continue to have with the University of Minnesota. Staff noted the plans are in preliminary status and once plans are submitted, the plans will go to the Planning Commission first. North Wind assumes approximately 100 employees, a five-year timeline to get all three facilities operational and the facility would utilize the same road Meta uses for an entrance.

Motion by Essler **Second by** Theisen

Motion to adopt an ordinance rezoning of the subject parcel from A-2 Agriculture to B-2 Employment.

Ayes: 5.
Nays: None. Motion Carried.

Motion by Essler **Second by** Klimpel

Motion to adopt a resolution approving the North Wind Addition preliminary and final plats, subject to conditions.

Ayes: 5.
Nays: None. Motion Carried.

ANNOUNCEMENTS

a. City Staff Updates

Council member Freske noted the upcoming Bingo Bash on March 1st as part of a fundraiser for Leprechaun Days.

b. Upcoming Community Calendar

Mayor Weisensel reviewed the calendar of events and upcoming meetings.

ADJOURNMENT

There being no further business to come before the City Council at the regular council meeting and upon a motion by Weisensel and a second by Essler the meeting was adjourned at 7:30 p.m.

Respectfully submitted,

Erin Fasbender
City Clerk

City Council Regular Meeting: March 4, 2025

AGENDA ITEM: Joint Powers Agreement with State of Minnesota	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Kip Springer, Fire Chief	AGENDA NO. 6.c.
ATTACHMENTS: Joint Powers Agreement	APPROVED BY: LJM
RECOMMENDED ACTION: Staff is recommending that the City Council approve the Joint Powers Agreement as attached.	

BACKGROUND

All entities and organizations that access state and federal criminal history record information through the Minnesota Bureau of Criminal Apprehension must have an executed non-criminal justice agency Joint Powers Agreement (NCJA JPA) with the BCA. The attached agreement details various requirements of state and federal law addressing the access, transfer, usage, safeguarding and destruction of criminal history data. This contract will bind both parties and is required for your agency to obtain and use criminal history record information.

This Agreement allows the Fire Department authorized representative to request and receive information from background checks for the purpose of firefighter hiring eligibility.

RECOMMENDATION

Staff is recommending that the City Council approve the Joint Powers Agreement as attached.



Joint Powers Agreement

State of Minnesota

Federal Background Checks

ORI – NCJMN0154
SWIFT Contract # 260984

This Agreement is between the State of Minnesota, acting through its commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Rosemount on behalf of its Fire Department ("Governmental Unit").

Recitals

- 1 Under Minnesota Statutes § 471.59, the BCA and Governmental Unit are empowered to engage in such agreements as are necessary to exercise their powers.
- 2 The BCA is the State Identification Bureau for the State of Minnesota and is responsible for fingerprint identification services including submission of civil, fingerprint-based background checks to the Federal Bureau of Investigation ("FBI") subsequent to conducting Minnesota records checks.
- 3 The Governmental Unit has a state statute, Minnesota Statutes, § 299F.035, that has been approved by the United States Attorney General as compliant with Public Law 92-544.
- 4 The Governmental Unit wants to access federal data in support of its duties to conduct background checks as provided by law.
- 5 The purpose of this Joint Powers Agreement is to memorialize the requirements for Governmental Unit to obtain access and the limitations that apply to the information that Governmental Unit obtains.

Agreement

- 1 **Term of Agreement**
 - 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2.
 - 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.
- 2 **Agreement Between the Parties**
 - 2.1 **Request Submission.** Governmental Unit agrees that it will collect fingerprints from those individuals for whom a Minnesota and federal fingerprint-based background check will be conducted. Governmental Unit will forward the fingerprints and other documentation to the BCA. The fingerprints will be captured so they meet the requirements of National Institute of Standards and Technology Special Publication 500-290. The Governmental Unit will ensure that all fields required on the fingerprint card are completed.

Fingerprints received by Governmental Unit will be forwarded to the BCA using a secure method.
 - 2.2 **Request Processing.** On receipt of fingerprints that conform to the requirements of Clause 2.1, the BCA will conduct a check of the Minnesota criminal history repository

for any records that match the fingerprints submitted. Any results of a fingerprint match in Minnesota will be returned to the Governmental Unit with the federal results.

The BCA will also forward the fingerprints to the FBI for processing. The BCA will receive the response from the FBI, redact any data the Governmental Unit is not entitled to receive and forward the results to the Governmental Unit.

- 2.3 Policies.** The FBI and BCA have laws and policies on access, use, audit, dissemination, screening (pre-employment), security, training, and use of the criminal history results. These FBI and BCA policies, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us//noncrim/launchpad/index.pl>. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement.
- 2.4 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.5 Requirement to Update Information.** The parties agree that if there is a change to any of the information, whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change.
- 2.6 Compliance with Personnel Security Requirements.** Per Minnesota Statutes § 299C.46, employees of a Governmental Unit who review results of background checks will be required to take security awareness training and pass a federal, fingerprint-based background check. Any information technology staff who support the work of Governmental Unit and who have physical or logical access to criminal history information will also be required to take security awareness training and pass a federal, fingerprint-based background check and may need to sign a security addendum certification. All required training by Governmental Unit employees will be completed prior to reviewing or handling background checks.

3 Payment

Governmental Unit will pay the BCA for all services performed under this Agreement. For each background check that is processed by BCA, Governmental Unit will pay the fee identified at <https://dps.mn.gov/divisions/bca/Documents/Background-check-fees.pdf>. There is an additional \$10.00 fee if the fingerprints are taken at BCA.

4 Authorized Representatives

BCA's Authorized Representative is the person below, or her successor:

Name: Diane Bartell, Deputy Superintendent
Address: Dept. of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue East
Saint Paul, MN 55106
Telephone: 651.793.2590
Email Address: Diane.Bartell@state.mn.us

Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Kip Springer, Fire Chief
Address: 14700 Shannon Pkwy
Rosemount, MN 55608
Telephone: 651.332.6910
Email Address: kip.springer@rosemountmn.gov

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except that described in Clause 2.5 above, must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and behavior and the results thereof to the extent authorized by law and shall not be responsible or liable for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Torts Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by the Minnesota Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law.

7 Audits

- 7.1** Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, State Auditor, or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.
- 7.2** Under applicable state and federal law and policy, the Governmental Unit's records are subject to examination by the BCA and the FBI to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The BCA and Governmental Unit must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minnesota Statutes §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the BCA or the Governmental Unit.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of

Governmental Unit.

9.1 Investigation. Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions.

9.2.1 Under this Agreement, Governmental Unit must determine if and when an involved Individual User is disciplined due to inappropriate use of data. Governmental Unit may decide to suspend or terminate access and the decision must be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to temporarily suspend or eliminate an Individual User's access to data and will notify Governmental Unit if an Individual User is affected.

9.2.2 If the BCA determines the Governmental Unit has jeopardized the integrity of the information, BCA may temporarily stop providing some or all the information under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

10 Venue

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

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within 30 days of the affected party receiving that notice.

12 E-Verify Certification (In accordance with Minnesota Statutes § 16C.075)

For services valued in excess of \$50,000, Governmental Unit certifies that as of the date of services performed by the BCA, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the

Governmental Unit. Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the *E-Verify Subcontractor Certification Form* available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Governmental Unit and made available to the BCA upon request.

13 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and 10. Venue.

BCA and the Governmental Unit indicate their agreement and authority to execute this Agreement by signing below.

GOVERNMENTAL UNIT

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

By and Title: _____
Governmental Unit

Date

By and Title: _____
Governmental Unit

Date

By and Title: _____
Governmental Unit

Date

By and Title: _____
Governmental Unit

Date

By and Title: _____
Governmental Unit

Date

DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

By and Title: _____
(with delegated authority)

Date

COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date

City Council Regular Meeting: March 4, 2025

AGENDA ITEM: Authorize Creation of the Deputy Public Works Director Position	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Teah Malecha, Administrative Services Director Nick Egger, Public Works Director	AGENDA NO. 6.d.
ATTACHMENTS: Deputy Public Works Director	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve the job description and salary range for the Deputy Public Works Director position effective March 4, 2025.	

BACKGROUND

As discussed during the 2025 Budget process, staff recommends the creation of a Deputy Public Works Director position. With the continued pace of development in Rosemount, the Public Works Department requires additional technical and project management capacity to effectively manage both new and existing infrastructure. Expanding in-house expertise will improve project scoping, bidding, contract management, and public responsiveness while reducing reliance on outside consultants.

A position analysis of the Deputy Public Works Director role was completed utilizing the SAFE Evaluation System to determine pointing, compensation, and grade placement. It is recommended that the position be placed at Grade 20 (\$124,684 – \$156,010) and assigned 535 points based on the nature and scope of the position, other position responsibilities within the City, and pay equity data. The draft job description is attached. This position was budgeted for in 2025.

Once approved, staff intends to move forward with recruiting and filling this position as soon as possible.

RECOMMENDATION

Staff recommends the City Council approve the job description and salary range for the Deputy Public Works Director position effective March 4, 2025.

City of Rosemount, Minnesota

Job Description

Title: Deputy Public Works Director

FLSA Status: Exempt

Department Public Works

Updated: 1/1/2025

Division:

General Summary

The Deputy Public Works Director will provide moderate to complex technical, administrative, supervisory, and management level services for the Public Works Department, working on a variety of projects, processes, and procedures. This position will perform infrastructure design review, construction project coordination and management, and engineering coordination and consultation with other Public Works divisions. The Deputy Public Works Director will assist with preparation of annual budget, annual Capital Improvement Plan (CIP) updates, annual Street Pavement Management Plan, and annual Trail Pavement Management Program, and various other maintenance programs. The position will supervise the work of technical and maintenance staff on a project and/or task-specific basis as directed by the Public Works Director.

Essential Functions

- Serves as a resource and partner to City departments, providing expertise on technical and multi-departmental initiatives.
- Manages assigned City-led capital infrastructure projects, ensuring timely and efficient completion. Reviews schedules, pay requests, and contract modifications and forwards for approval. Prepares public informational items to ensure the public affected by city construction projects is kept informed. Prepares and review municipal state aid pay requests as necessary.
- Provides project management support to public works operational divisions on street, utility, parks, and fleet infrastructure maintenance projects, including project scoping, design, specification preparation.
- Leads and assists with preparation and evaluation of requests for proposals relating to projects requiring contracted professional services; assists with preparation of project cost estimates for competitive bidding purposes; prepares for and assists with contract modifications and negotiations.
- Collaborates with the City Engineer to align on departmental goals and project execution.
- Assists the Public Works Supervisors and the City Engineer with observing and assessing staff performance within their respective divisions.
- Supports coordination of engineering personnel and consulting firms, ensuring project compliance with City standards. Ensures that as-built information is collected and provided so it is available for future reference.
- Coordinates construction projects with other government units, property owners and other parties which have an interest in the work and maintains a cooperative work relationship.
- Works under the direction of the Public Works Director in preparation of the annual budget, and the Capital Improvement Plans and outlays, and to implement strategic objectives.
- Remain current on all statutes, regulations, codes, specifications and construction practices and generally accepted engineering standards, including Municipal State-Aid Road Systems rules, regulations, standards, and procedures.
- Answers and responds to questions, inquiries or complaints received from the public, other Divisions and/or outside agencies verbally and in writing. Screens contacts for the Public Works Director and handles inquiries independently. Researches background issues and formulates responses and solutions to inquiries.

City of Rosemount, Minnesota

Job Description

- Prepares a variety of written reports, correspondence, and studies. Makes presentations to various groups.
- Provides development review comments and perspectives.
- Attends and participates in meetings with City Council and City Commissions as requested or apparent.
- Serves as temporary supervisor of all public works operations in the absence of the Public Works Director.
- Performs other duties as assigned.

Knowledge, Skills and Abilities

- Strong technical aptitude and skills for project management and day to day administration.
- Strong understanding of a broad range of municipal infrastructure maintenance and construction specifications, materials, technologies, means and methods.
- Knowledge of municipal organization operations and development procedures and practices.
- Working knowledge of the principles and practices of civil engineering, as well as the standards and construction techniques as applied to the development, construction, and maintenance of municipal infrastructure.
- Proficient with Microsoft Office Suite.
- Knowledge and experience with GIS systems and data.
- Ability to develop and maintain effective working relationships with City personnel, staff of other agencies and the general public.
- Ability to work independently, determine priorities, work collaboratively, and make appropriate decisions based on city policy, standards and requirements.
- Ability to communicate clearly and tactfully both verbally and in writing.
- Ability to manage numerous projects in various stages of progress to include consultants, contractors, other review/regulatory agencies.

Minimum Qualifications

- Bachelor's degree in civil engineering or closely related field
- Five years of progressively responsible professional municipal civil infrastructure design, construction, and/or project management experience.
- Proficient in Microsoft Office Programs.
- Valid Driver's License.

Desirable Qualifications

- Seven years of progressively responsible Civil Engineering or equivalent project management experience.
- Professional Engineer (PE) licensure in the State of Minnesota.
- Familiarity and working history with special assessments under MN Statutes, Chapter 429.
- Certified SWPPP Plan Preparer.
- Previous supervisory experience.
- Municipal and/or public sector consulting experience.
- Cartegraph/other asset management software, CAD, GIS and GPS systems experience.
- Public speaking/presentation experience.

Working Conditions

City of Rosemount, Minnesota

Job Description

Physical Requirements and Activity

This work requires the regular exertion of up to 10 pounds of force and occasional exertion of up to 25 pounds of force; work regularly requires standing, walking, sitting, speaking or hearing, using hands to finger, handle or feel, reaching with hands and arms and repetitive motions, frequently requires stooping, kneeling, crouching or crawling and pushing or pulling and occasionally requires climbing or balancing, tasting or smelling and lifting.

Sensory Requirements

Work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound.

Sensory Utilization

Work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, use of measuring devices, operating motor vehicles or equipment and observing general surroundings and activities.

Environmental Conditions

Work occasionally requires exposure to outdoor weather, near moving equipment, be exposed to wet and/or humid conditions and near fumes, airborne particles and toxic or caustic chemicals; work is generally in a moderately noisy location (e.g. business office, light traffic).

The statements in this class description are intended to describe the general nature and level of work being performed by incumbent(s) assigned to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. To perform this job successfully, an individual must be able to perform each essential function satisfactorily. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

City Council Regular Meeting: March 4, 2025

AGENDA ITEM: Ball Field Use Agreement - ISD #917	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Dan Schultz, Parks & Recreation Director	AGENDA NO. 6.e.
ATTACHMENTS: Agreement	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve the Ball Field Use Agreement with ISD #917.	

BACKGROUND

Intermediate School District (ISD) #917 owns property in Rosemount along Biscayne Avenue, just north of 145th Street and across from the National Guard maintenance facility. The site is home to the Alliance Education Center that includes a school, playground, small ball field, green space and parking areas.

The Parks and Recreation Department has used ISD #917's ball field area for the past several years to host our evening youth t-ball program. City staff has again inquired about using the ball field for recreational programs that would take place in the evening hours during the months of June and July. Because the school has little or no evening activity, the site would provide space to accommodate the program. The ball field is located just northeast of the school building.

Attached is an agreement that would allow the City to have limited access to the ball field on the ISD #917 – Alliance Education Center property.

RECOMMENDATION

Staff is recommending the City Council approve the Ball Field Use Agreement with ISD #917

BALLFIELD USE AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2025, is by and between Intermediate School District No. 917, a Minnesota intermediate school district (“School”), and the City of Rosemount, a Minnesota municipal corporation (“City”).

RECITALS

WHEREAS, School has a ballfield located at 14300 Biscayne Ave. (“Ballfield”) that is suitable for the instruction of youth T-ball and soccer;

WHEREAS, City’s park and recreation department provides youth T-ball and soccer instruction within the City;

WHEREAS, it is in the best interests of the citizens of the City that City work cooperatively with School;

WHEREAS, City desires to use, and School agrees to let City use, the School’s Ballfield for the instruction of youth T-ball and soccer; and

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties contained herein, each of them does hereby represent, covenant and agree with the other as follows:

1. Recitals. The above set-forth preamble and recitals are incorporated into and made a part of this Agreement.
2. Term and Extensions. The term of this Agreement commences on June 1, 2025 and will terminate on July 31, 2025, unless extended or earlier terminated by the mutual written consent of the parties.
3. Exclusive Use of the Ballfield and Parking Lot. School permits City exclusive use of the Ballfield on Monday, Tuesday, Wednesday and Thursday evenings from 5:00 p.m. until 9:00 p.m. City is not required to use the Ballfield each of the evenings. School will not schedule any other events on the Ballfield while City has the exclusive use of the Ballfield. School also permits City nonexclusive use of the parking lot at the Alliance Education Center during the same periods for use of persons using the Ballfield.
4. Litter Removal. City will remove the litter and refuse generated during its use of the Ballfield as described in this Agreement.
5. Ballfield Equipment. School will provide City with the use of a pre-existing backstop at the Ballfield. School is not obligated to provide City with any equipment other than the aforementioned backstop. Any other equipment City may require for its instruction of T-ball or soccer at the Ballfield shall be provided by City.

6. Maintenance of the Ballfield. School will cut the Ballfield in accordance with its normal lawn maintenance schedule and practices and School will otherwise maintain the Ballfield in a reasonable condition for youth athletics. School will not apply chemicals to the Ballfield without prior notice to City.
7. Payment. City will pay School one payment of \$1,000 for School's maintenance of the Ballfield as set forth in this Agreement.
8. Negligence. Each party shall conduct its activities under this Agreement so as not to endanger any person or property on the Ballfield. Each party is responsible for its own negligence.
9. Insurance. Each party agrees to maintain a policy of general liability insurance in the minimum amount of at least \$1,000,000 per occurrence to protect it from any and all claims for injuries or damages occurred or incurred by virtue of the activities arising out of this Agreement.
10. No Waiver. Nothing in this Agreement shall be construed as a waiver by either party of the immunities set forth in Minnesota Statutes, Chapter 466.
11. Governing Law. This Agreement shall be interpreted in accordance with and be governed by the laws of the State of Minnesota.
12. Cooperation. It is understood by the parties that other questions may arise during the term of this Agreement. The parties pledge their cooperation to resolve any questions for the public's benefit.
13. Compliance with Other Laws. The parties agree to and shall abide by, conform to and comply with all of the laws, rules, and regulations of the United States, the State of Minnesota, and the City including the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
15. Entire Agreement. This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between the City and Owner and supersedes any other written or oral agreements between the City and Owner. This Agreement can only be modified in writing signed by the City and the Owner.
16. Titles of Articles and Sections. Any titles of the several parts and sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing and interpreting any of its provisions.
17. Any notice, request, or other communication provided pursuant to this Agreement by a party to the other party to this Agreement shall be sufficiently given or delivered if sent by first class mail, postage prepaid, or delivered personally, as follows:

- a. To City: Director, Parks and Recreation Department, City of Rosemount, 13885 South Robert Trail, Rosemount, MN 55068.
- b. To School: Superintendent, ISD 917, 1300 145th Street East, Rosemount, MN 55068.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in their behalf by their authorized representatives on or as of the date first above written.

CITY OF ROSEMOUNT, MINNESOTA

By: _____
Its Mayor

By: _____
Its Clerk

INTERMEDIATE SCHOOL DISTRICT NO. 917

By: _____
Its Superintendent

By: _____
Its Board Chair

City Council Regular Meeting: March 4, 2025

AGENDA ITEM: Items Related to Rosecott Place Apartments Development	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 6.f.
ATTACHMENTS: Subdivision Agreement, Temp Access Agreement	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve: 1. Revised Subdivision Agreement for Lot 1, Block 1 Rosecott Place Apartments 2. Access Agreement	

BACKGROUND

On November 6, 2023, City Council approved subdivision agreements for both Lot 1 and Lot 2 of the Rosecott Place Apartments plat. Since that time, construction on Lot 2 is nearly complete and Lot 1 is planned for construction in 2025. Initially, the developer planned for the work on Lot 1 to be performed concurrently; however, there was some additional effort that Schafer-Richardson needed to complete before being able to begin construction.

Some minor changes to the Subdivision Agreement are needed since the original agreement was never fully executed. Changes include a revision to the signatory, and some minor updated language within the text of the agreement.

The planned access for all residents is from Adalyn Avenue once all construction is complete.

However, because of the delay in work on Lot 1, the residents' access would be through a construction zone. In an effort to avoid conflicts, the developer has requested that the current temporary construction access from Connemara Trail be allowed to remain for the new residents until early next year. That access will then be removed, the curb will be replaced and any unneeded pavement removed. Because of the roundabout at Connemara and Akron being constructed in 2026, that access will need to be removed by April 30, 2026 at the latest.

RECOMMENDATION

Staff recommends the City Council approve the attached Subdivision and Temporary Access Agreements and authorize the Mayor and City Clerk to enter into those agreements.

SUBDIVISION AGREEMENT
Rosecott Place Apartments Addition

AGREEMENT dated this _____ day of _____ 2025, by and between the CITY OF ROSEMOUNT, a Minnesota municipal corporation, (the "**City**"), and Copper Apartments, LLC, a Minnesota limited liability company (the "**Developer**").

1. **Request for Plat Approval.** The Developer has previously asked the City to approve the subdivision of land and a plat of land to be known as Rosecott Place Apartments, which land is legally described on ATTACHMENT ONE, attached hereto and hereby made a part hereof (the "**Platted Property**"). In accordance with this Agreement, the Developer intends to perform certain obligations with respect to Lot 1, Block 1 of the Platted Property (the "**Subject Property**"). Notwithstanding the foregoing, except where otherwise stated the terms and conditions of this Agreement shall apply to the Subject Property.
2. **Conditions of Plat Approval.** The City has previously approved the subdivision and the plat on the following conditions, which plat has now been recorded as of the date of this Agreement:
 - a. Execution of a Subdivision Agreement.
 - b. Adherence with the conditions of the Preliminary and Final Plat approvals for Rosecott Place Apartments Addition.
 - c. Conformance with all requirements of the City Engineer's memorandum dated September 16, 2022.
 - d. Compliance with the conditions and standards within the Park and Recreation Director's memorandum dated September 21, 2022.
 - e. Payment of all applicable fees including GIS, Park Dedication and other fees identified in the current fee schedule.
 - f. Incorporation of any easements necessary to accommodate drainage, ponding, trails, underpasses, conservation areas, streets and utilities.
 - g. Provision of \$33,000 for landscaping surety for Lot 1, Block 1.
 - h. Provision of \$352,500 for Fee-In-Lieu of Park Dedication for the Lot 1, Block 1.

As of the date of this Agreement, the City has approved the Developer's plans which satisfy the requirements set forth in Section 2(c), (d), and (f).

3. **Phased Development.** The City may refuse to approve final plats of subsequent additions of the plat if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases may not proceed until Subdivision Agreements for such phases are approved by the City and additional fees and security may be required by the owner or developer of such phases at that time.
4. **Effect of Subdivision Approval.** For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan, except an amendment placing the plat in the current urban service area, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Guide Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.
5. **Development Plans.** The Subject Property shall be developed in accordance with the following plans, specifications and contract documents, original copies of which are on file with the City Engineer. The plans and contract documents may be prepared, subject to City approval, after entering this Agreement, but before commencement of any work on the Subject Property. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:

Plan A – Plat

Plan B – Soil Erosion Control Plan and Schedule

Plan C – Drainage and Storm Water Runoff Plan

Plan D – Plans and Specifications for Public Improvements

Plan E – Grading Plan

Plan F – Street Lights – Not Applicable

Plan G – Landscape Improvements

All Improvements, including Developer Improvements and City-Installed Public Infrastructure Improvements (if any) that lie within the public right-of-way or easements and are improvements listed in Minnesota Statutes, Section 429.021 (hereinafter the “**Public Improvements**”) will be designed by the Developer and must be approved by the City Engineer; provided, however, that, for the avoidance of doubt, the Developer has no obligations to construct improvements within the public right-of-way known as Adalyn Avenue (but shall be responsible for any damage within the public right-of-way caused by the Developer or its contractors). The Developer will prepare plans and specifications for Public Improvements which shall be approved by the City Engineer. Such approvals shall not be

unreasonably withheld and the City shall approve or provide Developer with necessary revision comments within 30 calendar days of Developer submittal of Public Improvement plans and specifications. The City will perform all construction inspection for the Public Improvements, at the Developer's expense. Construction inspection includes but is not limited to inspection, documentation, and monitoring.

6. **Installation by Developer.** The Developer shall install or cause to be installed and pay for the following in accordance with the approved plans for the Subject Property (the "**Developer Improvements**"):
 - a. Surveying and staking
 - b. Surface improvements (paved streets, sidewalks, etc.)
 - c. Water main improvements
 - d. Sanitary sewer improvements
 - e. Storm sewer improvements
 - f. Setting of lot and block monuments
 - g. Gas, electric, telephone, and cable lines
 - h. Site grading
 - i. Landscaping
 - j. Other items as necessary to complete the development as stipulated herein or in other agreements
7. **Time of Performance.** The Developer shall install all required improvements, excepting the wear course of pavement, enumerated in Paragraph 6 that will serve the subject property by within eighteen (18) months from the date of this Agreement, subject to delays due to inclement weather, casualty, labor strikes, material shortages, or other force majeure not within the Developer's reasonable control. The pavement wear course shall be completed by within eighteen (18) months from the date of this Agreement. 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. **[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 Paragraph 6), the Developer shall furnish the City with a cash deposit or irrevocable letter of credit from a local bank ("**Security**") in the amount of Sixty-Eight Thousand One Hundred Fifteen Dollars (\$68,115). Additional security will be required as part of the development of Block 1, Lot 2 of the Rosecott Place Apartments Addition. The amount of the security was calculated as follows:

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

Item	Cost	110%	Calculation
Grading and Erosion Control	\$ 20,335	\$ 22,369	\$3500/ac x 5.81 acres.
Pond Restoration and Erosion Control Removal	\$ 11,088	\$ 12,197	
Survey Monumentation	\$ 500	\$ 550	\$500/lot x 1 lots
Landscaping	\$ 30,000	\$ 33,000	Per City Planner (100 trees x \$300)
Street Lights	\$ -	\$ -	\$7500/light x 0 lights
Surface Improvements		\$ -	Private Improvements
Water Main Improvements		\$ -	Private Improvements
Sanitary Sewer Improvements		\$ -	Private Improvements
Storm Sewer Improvements		\$ -	Private Improvements
Total	\$ 61,923	\$ 68,115	

Refer to Exhibit A for an explanation of each item.

The bank and form of the letter of credit or other security shall be subject to the approval of the City Administrator. The letter of credit shall be automatically renewable until the City releases the developer from responsibility. The letter of credit shall secure compliance with all terms of this Agreement and all obligations of the Developer under it. The City may draw down on the letter of credit without notice if the obligations of the Developer have not been completed as required by this Agreement. In the event of a default under this Subdivision Agreement by the Developer, the City shall furnish the Developer with written notice by certified mail of Developers default(s) under the terms of this Subdivision Agreement. If the Developer does not commence curing said default(s) and is diligently proceeding to cure said default(s) within two (2) weeks of receiving notice (with the exception of emergency situations), the City may draw on the letter of credit and take such steps as it deems necessary to remedy the default. With City approval (such approval not to be unreasonably withheld), the letter of credit may be reduced from time to time as financial obligations are paid and Developer Improvements and other Developer obligations are completed to the City's requirements. In addition, with City approval (such approval not to be unreasonably withheld), in the event the Security is in the form of an letter of credit, prior to the full release of the Security, the Developer may replace said letter of credit with a cash escrow or a combination of a cash escrow and a letter of credit in an amount equal to the then-current Security.

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

12. License. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City. Such license shall terminate as to all lots within the Subject Property

upon acceptance by the City of the Public Improvements. Notwithstanding the foregoing the City retains all authority to perform inspections authorized or required by law.

13. **Erosion Control.** Prior to site grading, and before any utility construction is commenced or building permits are issued, the erosion control plan, Plan B, shall be implemented, inspected and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded within 72 hours after the completion of the work in that area. Except as otherwise provided in the erosion control plan, seed shall be rye grass or other fast-growing seed suitable to the existing soil to provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched and disc-anchored as necessary for seed retention.

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

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

14. **Planting and Seeding.** Landscaping shall be in accordance with Landscape Plans approved by the City Planner.
15. **Clean up.** The Developer shall clean streets of dirt and debris that has resulted from construction work by the Developer, its agents or assignees. The City will inspect the site on a weekly basis and determine whether it is necessary to take additional measures to clean dirt and debris from the streets. Costs for City inspection of onsite erosion and sediment control shall be at the Developer's expense. After a 24-hour verbal or written notice to the Developer, the City will complete or contract to complete the clean-up at the Developer's expense in accordance with the procedures specified in Paragraph 13. The Developer shall inspect and, if necessary, clean all catch basins, sumps, and ponding areas of erosion/siltation and restore to the original condition at the end of construction within this development. All silt fence and other erosion control should be removed following the establishment of turf. These items are to be secured through the letter of credit as is noted in Exhibit A.
16. **Ownership of Improvements.** Upon completion and City acceptance of the work and construction required by this Agreement, the Public Improvements lying within public rights-of-way and easements shall become City property without further notice or action unless the improvements are specifically identified herein as private infrastructure, and at such time the

City shall be responsible for all maintenance, repair, and improvement of the same except as otherwise set forth in this Agreement.

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

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

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

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

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

18. **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 Twelve Thousand Seven Dollars (\$12,007) shall be deposited with the City at the time this Agreement is signed, and represent the following amounts:

City Fees (due with signed agreement; based on Block 1, Lot 1)		
Item	Cost	Calculation
Engineering Fees	\$ 6,653	
Attorney Fees	\$ 1,331	Estimate
5% City Administrative Fees	\$ 3,326	
Street Light Energy Cost	\$ -	0 lights x 24 months x \$30/month
GIS Fees	\$ 697	\$120/acre x 5.81 acres
Trail Fog Seal	\$ -	\$0.35/SF x 0 SF
Seal Coating	\$ -	\$1.70/SY x 0 SY
Total	\$ 12,007	

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

- c. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) business days after receipt. If the bills are not paid on time, the City may halt development work and construction including, but not limited to, the issuance of building permits for lots that the Developer may or may not have sold, until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of six percent (6%) per year.
19. **Indemnification.** The Developer shall hold the City and its officers, agents and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat or subdivision approval and development of the Subject Property, except for any costs or expenses arising from the intentional acts or gross negligence of the City, 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.
 20. **Insurance.** The Developer agrees to take out and maintain or cause to be taken out and maintained until six months after the City has accepted the Subdivision Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than \$500,000 when the claim is one for death by wrongful act or omission or for any other claim and \$2,000,000 for any number of claims arising out of a single occurrence, and twice said limits when the claim arises out of the release or threatened release of a hazardous substance. The City shall be named as an additional insured on the policy. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.
 21. **Park and Utility Fees.** 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 \$352,500
- b. Storm Sewer Trunk Area Charges in the amount of \$39,886
- c. Sanitary Sewer Trunk Area Charges in the amount of \$6,246
- d. Watermain Trunk Area Charges in the amount of \$37,765

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

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

- a. Metropolitan Council Environmental Services Availability Charges per SAC unit (current rate is \$2,485).
- b. Storm Sewer Connection Charges per commercial and industrial of \$2,270/acre.
- c. Sanitary Sewer Availability Charges per SAC unit (currently at \$1,200/SAC unit).
- d. Water Availability Charges per SAC unit (currently at \$2,425/SAC unit for single family residential and multi-family residential).

23. Building Permits. No occupancy permits shall be issued until:

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

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

24. Record Drawings. At project completion, Developer shall submit record drawings of all public and private infrastructure improvements with respect to the Subject Property 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 within two (2) weeks of receiving notice from the City (with the exception of emergency situations), the City may, at its option, perform the work and the

Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, draw on the letter of credit or other security described in section 10, or levy the cost in whole or in part as a special assessment against the Subject Property. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes, Section 429.081.

26. Miscellaneous.

- a. The Developer represents to the City that the development of the Subject Property, the subdivision and the plat comply with all city, county, metropolitan, state and federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the subdivision, or the plat, or the development of the Subject Property does not comply, the City may, at its option, refuse to allow construction or development work on the Subject Property until the Developer does comply, provided the Developer is first given two (2) weeks' notice and opportunity to cure (with the exception of emergency situations). Upon the City's demand, the Developer shall cease work until there is compliance, provided the Developer is first given two (2) weeks' notice and opportunity to cure (with the exception of emergency situations).
- b. Third parties shall have no recourse against the City under this Agreement.
- c. Breach of the terms of this Agreement by the Developer which is not cured as required hereunder shall be grounds for denial of building permits for the Subject Property.
- d. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- e. If building permits are issued prior to the completion and acceptance of Public Improvements, the Developer assumes all liability and costs resulting in delays in completion of Public Improvements and damage to Public Improvements caused by the City, the Developer, its contractors, subcontractors, material men, employees, agents or third parties.
- f. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- g. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient

by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

- h. The Developer may not assign this Agreement without the written permission of the City Council, which consent shall not be unreasonably withheld.
 - 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 Details Plates for Street and Utility Construction or the 2008 Engineering Guidelines.
 - j. The City acknowledges and agrees that with respect to the City's rights as a third-party beneficiary of that certain Declaration of Covenants, Conditions and Restrictions Prestwick Place Master Development Plan Planned Unit Development Agreement dated November 7, 2007, filed March 10, 2008, as Document No. 2576606 and 624799 (the "Declaration"), this Agreement supersedes and replaces the Declaration with respect to the Platted Property.
 - k. Dakota County Housing and Redevelopment Authority and the City entered into that certain Subdivision Agreement March 20, 2018, filed for record January 9, 2019, in the Office of the County Recorder of Dakota County, Minnesota as Document No. 3287901, pertaining to a portion of Subject Property (collectively referred to as the "2018 Subdivision Agreement"). This Subdivision Agreement supersedes and replaces the terms of the 2018 Subdivision Agreement as applied to the Subject Property.
- 27. Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by registered mail at the following address:

Copper Apartments, LLC
Attn: Peter Orth
901 North Third St, Suite 100
Minneapolis, MN 55401

With copy to:

Copper Apartments, LLC
Attn: General Counsel
901 North Third St, Suite 100
Minneapolis, MN 55401

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 _____ 2025, 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

[Signatures continue on following page]

DEVELOPER

COPPER APARTMENTS, LLC a Minnesota
limited liability company

By: SRD 2.0, LLC, a Minnesota limited liability
company

Its: Manager

By: _____

Name: Bradley J Schafer

Its: President

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 2025, by Bradley J. Schafer, the President of SRD 2.0, LLC, a Minnesota limited liability company, the Manager of Copper Apartments, LLC, a Minnesota limited liability company.

Notary Public

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

EXHIBIT A

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

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

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

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

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

Rosecott Place Apartments (Lot 1 - Copper)
EXHIBIT B (Page 1 of 2)

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

No.	Item	Cost	110%	Calculation
1	Grading and Erosion Control	\$ 20,335	\$ 22,369	\$3500/ac x 5.81 acres.
2	Pond Restoration and Erosion Control Removal	\$ 11,088	\$ 12,197	
3	Survey Monumentation	\$ 500	\$ 550	\$500/lot x 1 lots
4	Landscaping	\$ 30,000	\$ 33,000	Per City Planner (100 trees x \$300)
5	Street Lights	\$ -	\$ -	\$7500/light x 0 lights
6	Surface Improvements		\$ -	Private Improvements
7	Water Main Improvements		\$ -	Private Improvements
8	Sanitary Sewer Improvements		\$ -	Private Improvements
9	Storm Sewer Improvements		\$ -	Private Improvements
Total		\$ 61,923	\$ 68,115	

City Fees (due with signed agreement; based on Block 1, Lot 1)

No.	Item	Cost	Calculation
1	Engineering Fees	\$ 6,653	
2	Attorney Fees	\$ 1,331	Estimate
3	5% City Administrative Fees	\$ 3,326	
4	Street Light Energy Cost	\$ -	0 lights x 24 months x \$30/month
5	GIS Fees	\$ 697	\$120/acre x 5.81 acres
6	Trail Fog Seal	\$ -	\$0.35/SF x 0 SF
7	Seal Coating	\$ -	\$1.70/SY x 0 SY
Total		\$ 12,007	

Development Fees (due before signed plat is released)

No.	Item	Cost	Calculation
1	Storm Sewer Trunk Charge	\$ 39,886	\$6865/net developable acre x 5.81 acres
2	Sanitary Sewer Trunk Charge	\$ 6,246	\$1075/acre x 5.81 acres
3	Water Trunk Charge	\$ 37,765	\$6500/acre x 5.81 acres
4	Park Dedication	\$ 352,500	\$2,500/unit x 141 units
Total		\$ 436,396	

Rosecott Place Apartments (Lot 2 - Croft)
EXHIBIT B (Page 1 of 2)

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

No.	Item	Cost	110%	Calculation
1	Grading and Erosion Control	\$ 25,515	\$ 28,067	\$3500/ac x 7.29 acres.
2	Pond Restoration and Erosion Control Removal	\$ 13,912	\$ 15,303	
3	Survey Monumentation	\$ 500	\$ 550	\$500/lot x 1 lots
4	Landscaping	\$ 22,800	\$ 25,080	Per City Planner (75 trees x \$300)
5	Street Lights	\$ -	\$ -	\$7500/light x 0 lights
6	Surface Improvements		\$ -	Private Improvements
7	Water Main Improvements		\$ -	Private Improvements
8	Sanitary Sewer Improvements		\$ -	Private Improvements
9	Storm Sewer Improvements		\$ -	Private Improvements
Total		\$ 62,727	\$ 69,000	

City Fees (due with signed agreement; based on Block 1, Lot 2)

No.	Item	Cost	Calculation
1	Engineering Fees	\$ 8,347	
2	Attorney Fees	\$ 1,669	Estimate
3	5% City Administrative Fees	\$ 4,174	
4	Street Light Energy Cost	\$ -	0 lights x 24 months x \$30/month
5	GIS Fees	\$ 875	\$120/acre x 7.29 acres
6	Trail Fog Seal	\$ -	\$0.35/SF x 0 SF
7	Seal Coating	\$ -	\$1.70/SY x 0 SY
Total		\$ 15,065	

Development Fees (due before signed plat is released)

No.	Item	Cost	Calculation
1	Storm Sewer Trunk Charge	\$ 50,046	\$6865/net developable acre x 7.29 acres
2	Sanitary Sewer Trunk Charge	\$ 7,837	\$1075/acre x 7.29 acres
3	Water Trunk Charge	\$ 47,385	\$6500/acre x 7.29 acres
4	Park Dedication	\$ 410,000	\$2,500/unit x 141 units
Total		\$ 515,268	

Rosecott Place Apartments
EXHIBIT B (Page 2 of 2)

Totals		
Block	Lots	Units
1	2	305
Total	2	305
Total Plat Area = 13.098 acres Total Park Area = 0.000 acres Future Plat Area = 0.000 acres Developable Area * = 13.098 acres Ponding to HWL = 1.113 acres Net Developable Area = 11.985 acres		

* Excludes future plat and park areas (all outlots)

Block	Lot	Units	SQ FT	Acres
1	1	141	303,665.000	6.971
1	2	164	238,021.000	5.464
ROW			28,851.000	0.662
Total Boundary			570,537.000	13.098

ROSEMOUNT SCHEDULE OF RATES				
COPPER (LOT 1)				
Market Rate Units	141			
SAC Determination	143			
Acres - Buildable	5.81			
Estimated Contract Value	\$	-		
<u>CONNECTION CHARGES (Tentative, final determination by Building Official)</u>				
	Per Unit	Per Acre	Flat	ESTIMATE
MCES - SAC (Sewer Availability Charge)	\$ 2,485	\$ -	\$ -	\$ 355,355
City - SAC (sanitary sewer)	\$ 1,200	\$ -	\$ -	\$ 171,600
City - WAC (water)	\$ 2,475			\$ 353,925
Stormwater Connection Charge	\$ 290	\$ -	\$ -	\$ 41,470
<u>BUILDING PERMIT</u>				
Building Permit	\$ -	\$ -	\$ -	\$ -
Plan Check Fees	\$ -	\$ -	\$ -	\$ -
<u>PARK DEDICATION (HIGH DENSITY)</u>				
	\$ 2,500	\$ -	\$ -	\$ 352,500
<u>ASSESSMENT / "DEVELOPMENT FEES"</u>				
City - Sanitary Trunk Assessment	\$ -	\$ 1,075	\$ -	\$ 6,246
Water Trunk Assessment	\$ -	\$ 6,500	\$ -	\$ 37,765
Stormwater Trunk Assesment	\$ -	\$ 6,865	\$ -	\$ 39,886
<u>FIXED</u>				
	<i>Cost</i>		<i>%</i>	
Engineering Fees (split)	\$ 15,000	\$ -	44.35%	\$ 6,653
Attorney Fees (split)	\$ 3,000	\$ -	44.35%	\$ 1,331
City Admin Fees	\$ 7,500	\$ -	44.35%	\$ 3,326
GIS Fees	\$ 1,572	\$ -	44.35%	\$ 697
	<i>Cost</i>	<i>110%</i>	<i>%</i>	
<u>LOC</u>				
Grading and Erosion Control	\$ 45,850	\$ 50,435	44.35%	\$ 22,369
Pond Restoration and Erosion Control Removal	\$ 25,000	\$ 27,500	44.35%	\$ 12,197
Survey Monumentation	\$ 500	\$ 550	100.00%	\$ 550
Landscaping	\$ 52,800	\$ 58,080	56.82%	\$ 33,000
SUBTOTAL - Connection Charges				
	\$ -	\$ -	\$ -	\$ 922,350
SUBTOTAL - Building Permit				
	\$ -	\$ -	\$ -	\$ -
SUBTOTAL - Park Dedication				
	\$ -	\$ -	\$ -	\$ 352,500
SUBTOTAL - Assessment/"Development Fees"				
	\$ -	\$ -	\$ -	\$ 83,896
FIXED				
	\$ -	\$ -	\$ -	\$ 12,007
LOC				
	\$ -	\$ -	\$ -	\$ 68,115
TOTAL				\$ 1,438,868

ROSEMOUNT SCHEDULE OF RATES				
CROFT (LOT 2)				
Affordable Units	164			
(SAC * <i>Estimate</i>)	166			
Acres - Buildable (+ ROW)	7.29			
Estimated Contract Value	\$	-	TBD	\$ -
<u>CONNECTION CHARGES (Tentative, final determination by Building Official)</u>				
	Per Unit	Per Acre	Flat	ESTIMATE
MCES - SAC (Sewer Availability Charge)	\$ 2,485	\$ -	\$ -	\$ 412,510
City - SAC (sanitary sewer)	\$ 1,200	\$ -	\$ -	\$ 199,200
City - WAC (water)	\$ 2,475			\$ 410,850
Stormwater Connection Charge	\$ 290	\$ -	\$ -	\$ 48,140
<u>BUILDING PERMIT</u>				
Building Permit	\$ -	\$ -	\$ -	\$ -
Plan Check Fees	\$ -	\$ -	\$ -	\$ -
<u>PARK DEDICATION (HIGH DENSITY)</u>				
	\$ 2,500	\$ -	\$ -	\$ 410,000
<u>ASSESSMENT / "DEVELOPMENT FEES"</u>				
City - Sanitary Trunk Assessment	\$ -	\$ 1,075	\$ -	\$ 7,837
Water Trunk Assessment	\$ -	\$ 6,500	\$ -	\$ 47,385
Stormwater Trunk Assesment	\$ -	\$ 6,865	\$ -	\$ 50,046
<u>FIXED</u>				
	<i>Cost</i>		<i>%</i>	
Engineering Fees (split)	\$ 15,000	\$ -	55.65%	\$ 8,347
Attorney Fees (split)	\$ 3,000	\$ -	55.65%	\$ 1,669
City Admin Fees	\$ 7,500	\$ -	55.65%	\$ 4,174
GIS Fees	\$ 1,572	\$ -	55.65%	\$ 875
	<i>Cost</i>	<i>110%</i>	<i>%</i>	
<u>LOC</u>				
Grading and Erosion Control	\$ 45,850	\$ 50,435	55.65%	\$ 28,067
Pond Restoration and Erosion Control Removal	\$ 25,000	\$ 27,500	55.65%	\$ 15,303
Survey Monumentation	\$ 500	\$ 550	100.00%	\$ 550
Landscaping	\$ 52,800	\$ 58,080	43.18%	\$ 25,080
SUBTOTAL - Connection Charges				
	\$ -	\$ -	\$ -	\$ 1,070,700
SUBTOTAL - Building Permit				
	\$ -	\$ -	\$ -	\$ -
SUBTOTAL - Park Dedication				
	\$ -	\$ -	\$ -	\$ 410,000
SUBTOTAL - Assessment/"Development Fees"				
	\$ -	\$ -	\$ -	\$ 105,268
FIXED				
	\$ -	\$ -	\$ -	\$ 15,065
LOC				
	\$ -	\$ -	\$ -	\$ 69,000
TOTAL				\$ 1,670,033

Acres		
LOT 1 (Market Rate)	5.81	44.35%
LOT 2 (Affordable)	6.63	50.61%
ROW	0.66	5.04%
13.10		
Units		
LOT 1 (Copper)	141	46.23%
LOT 2 (Croft)	164	53.77%
305		

ROW: Allocate

\$ 709.50

\$ 4,290.00

\$ 4,530.90

\$ 9,530.40

ROW: Allocate

\$ 2,541.00

\$ 1,385.50

\$ 27.71

\$ 3,954.21

ATTACHMENT ONE

Rosecott Place Apartments Addition Final Plat

26798641v5

ROSECOTT PLACE APARTMENTS

KNOW ALL PERSONS BY THESE PRESENTS, That Dakota County Community Development Agency, a public body corporate and politic, has caused the following described property situated in the County of Dakota and State of Minnesota, to wit:

OUTLOT A, Prestwick Place Townhomes, City of Rosemont, Dakota County, Minnesota

has caused the same to be surveyed and platted as ROSECOTT PLACE APARTMENTS and does hereby dedicate to the public for public use the public ways and drainage and utility easements as created by this plat, in witness whereof said Dakota County Community Development Agency, a public body corporate and politic, has caused these presents to be signed by its proper officer this _____ day of _____, 2023.

Signed, Dakota County Community Development Agency

By _____ Executive Director

(Name Printed)

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2023 by _____ Executive Director

of Dakota County Community Development Agency, a public body corporate and politic.

(Signature)

(Name Printed)

Notary Public, _____ County, _____

My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, the undersigned, 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 metes and bounds are correctly stated, and that the same are in accordance with the laws of the State of Minnesota, and that I have caused the same to be signed and sealed as set forth in Minnesota Statutes, Section 550.01, Subd. 1, and that the date of this certificate is shown and labeled on this plat and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 2023.

Gary J. Bjorklund, Land Surveyor

Minnesota License No. 46563

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2023, by Gary J. Bjorklund.

(Signature)

(Name Printed)

Notary Public, _____ County, Florida

My Commission Expires _____

CITY COUNCIL, CITY OF ROSEMONT, STATE OF MINNESOTA

This plat was approved by the City Council of Rosemont, Minnesota, this _____ day of _____, 2023, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 550.03, Subd. 2.

Mayor _____ Clerk _____

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 550.02, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 2023.

Todd B. Tordoff

Dakota County Surveyor

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

Pursuant to Minnesota Statutes, Section 550.021, Sub. 9, taxes payable in the year 20____ on the land hereinafter described have been paid, 2022, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 2023.

Amy A. Koehn

Director, Department of Property Taxation and Records

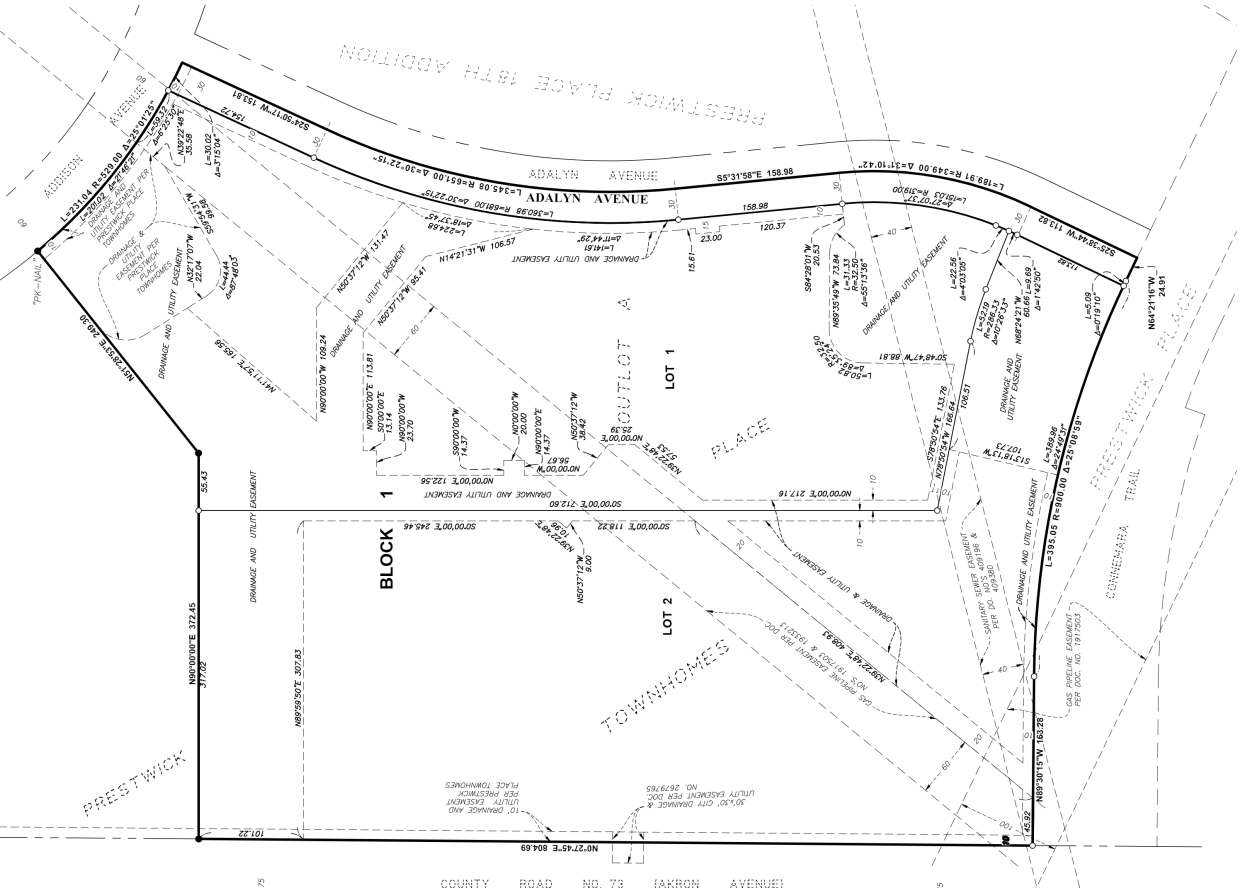
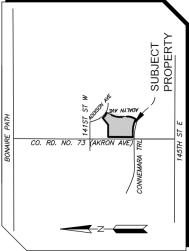
COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of ROSECOTT PLACE APARTMENTS was filed in the office of the County Recorder for public record on this _____ day of _____, 2023, at _____ o'clock _____ a.m. and was duly filed in Book _____ of Page _____ as Document Number _____.

Amy A. Koehn

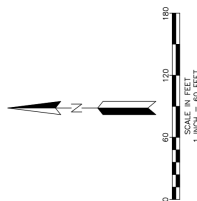
County Recorder

VICINITY MAP

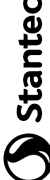


LEGEND

- DENOTES IRON MONUMENT FOUND WITH RLS CAP MARKED NO. 47481, UNLESS OTHERWISE NOTED
- DENOTES 1/2 INCH X 1/4 INCH IRON MONUMENT SET WITH PLASTIC CAP MARKED RLS NO. 45563



BEARING ORIENTATION NOTE:
BEARINGS ARE BASED ON THE WEST LINE OF OUTLOT A, PRESTWICK PLACE, HAVING A BEARING OF N0027°43'E



TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement is made this ____ day of _____, 2025, by and between the City of Rosemount, Minnesota, a Minnesota municipal corporation (“City”), and Adalyn Avenue, LLLP, a Minnesota limited liability limited partnership (“Developer”).

Recitals

A. The City and the Developer are parties to a Subdivision Agreement whereby the Developer is obligated to construct certain public and private improvements in connection with the development of the property located at 14203 Adalyn Avenue, PID 34-64520-01-020 (the “Subdivision Agreement”) legally described as:

Lot 2, Block 1, ROSECOTT PLACE APARTMENTS

(“Subject Property”); and

B. The City is in negotiations for a separate Subdivision Agreement related to the development of the property adjacent to the Subject Property located at 14215 Adalyn Avenue, PID 34-64520-01-010, legally described as:

Lot 1, Block 1, ROSECOTT PLACE APARTMENTS

(“Adjacent Property”); and

C. Construction of the apartment units on the Subject Property is nearly complete; and

D. Building and fire codes require two accesses to the Subject Property and the Adjacent Property, which will be located off of Adalyn Avenue on the eastern side of the Adjacent Property. However, during construction on the Adjacent Property, the Developer will be unable to provide adequate access to the Subject Property and is requesting a temporary access to the Subject Property via Connemara Trail so that rental of the apartments on the Subject Property may begin; and

E. The City has agreed to approve the Developer’s request to allow temporary access to the Property from Connemara Trail contingent upon the following terms and conditions.

Terms and Conditions

1. Temporary Public Access. The Developer and City agree to a temporary access to the Subject Property off Connemara Trail so the Developer may begin renting the apartments on the Subject Property. The temporary access is depicted on Attachment 1.
2. Improvements are Temporary; Term. The Developer agrees, as a condition to this Agreement and receipt of city approvals, that the access to Connemara Trail is temporary and must be completely removed by April 30, 2026, at Developer's sole cost. Developer must restore the original curb, sidewalk, boulevard, and patch pavement disturbed by the temporary access at Developer's sole cost. The Developer further understands that the temporary bituminous curbing and pavement will not be allowed by the City to be reclaimed and reused for any public improvements required by the Subdivision Agreement for the subdivision.
3. Certificates of Occupancy. Notwithstanding that this Agreement allows for temporary access so Developer may commence rental of units on the Subject Property, no such rentals are permitted until the City issues appropriate Certificates of Occupancy.
4. Developer Responsibility for Restoration Work. The Developer is responsible for the coordination, liability, and costs to ensure: 1) access to the temporary access area depicted in Attachment 1 is restricted during the curing periods following the placement of any permanent concrete and bituminous improvements, including any new concrete curbing, sidewalks, and pavement; 2) that any and all restoration work required under Paragraph 2, above, is completed by the end of the Term of this Agreement, no later than April 30, 2026. The Developer agrees to coordinate with the City for the restoration work described in Paragraph 2, above, including review and approval of Developer's restoration plans by City staff and the City Engineer.
6. Indemnification. The Developer agrees to indemnify, hold harmless, and defend the City and its officials, employees, agents, and contractors from and against any and all claims, actions, damages, liability, and expenses in connection with personal injury or property damage arising from or out of the construction and use of the temporary access permitted by this Agreement except to the extent caused by the gross negligence, or any willful or wanton misconduct by the City, its officials, employees, agents, or contractors.
7. Insurance. The Developer shall ensure that all work performed pursuant to this Agreement is covered by the insurance policy required by the Subdivision Agreement, or alternatively, the Developer may obtain a separate commercial general liability insurance policy for the work performed under this Agreement, provided that it has liability limits of at least \$1,000,000 and includes the City as an additional insured. The Developer shall furnish the City with proof of insurance upon request.
8. Amendments. This Agreement may be modified only through written amendments signed by both parties.
9. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, all of which shall constitute one and the same instrument.

10. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement as of the date first written above.

CITY OF ROSEMOUNT

By: _____
Jeffery D. Weisensel
Its: Mayor

By: _____
Erin Fasbender
Its: City Clerk

ADALYN AVENUE, LLLP, a Minnesota limited liability limited partnership

By: Adalyn Avenue GP, LLC, a Minnesota limited liability company
Its: General Partner

By: _____
Bradley J. Schafer
Its: President

ATTACHMENT 1

1

OVERALL SITE PLAN

1" = 80'



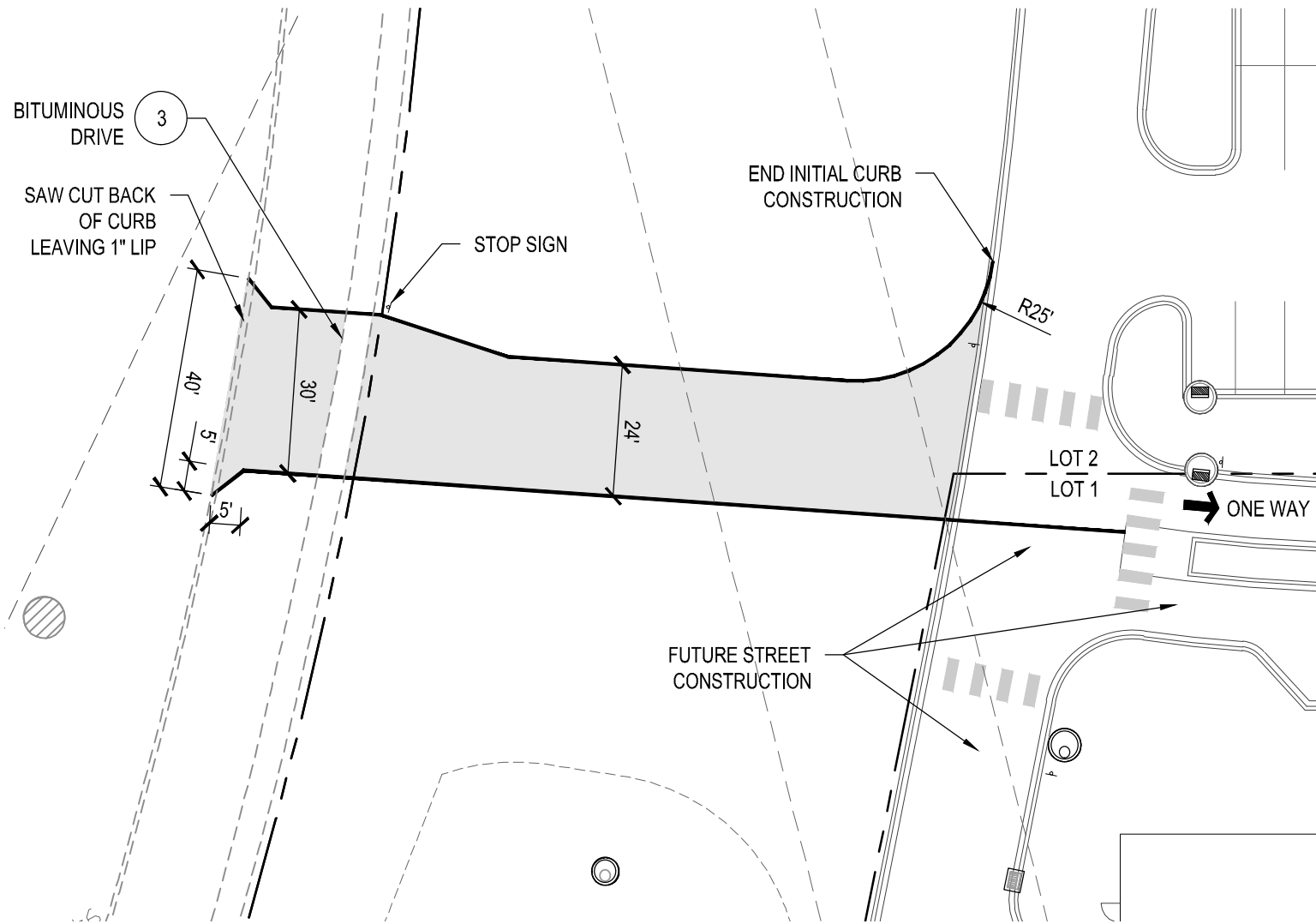
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SCALE IN FEET



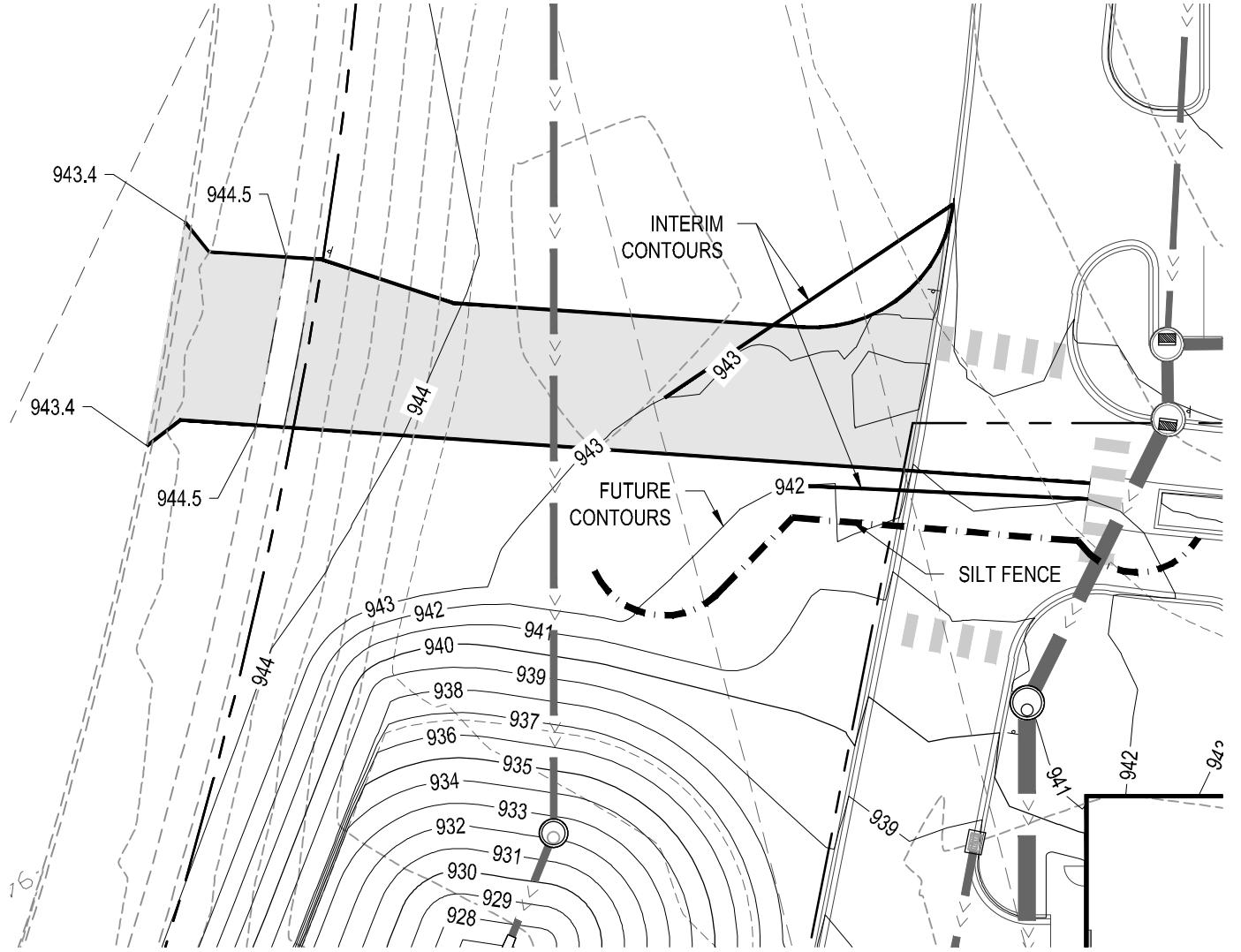
310 4TH SOUTH, SUITE 1006
MINNEAPOLIS, MN 55415
p 612.260.7980 | www.elanlab.com
f 612.260.7990

TEMPORARY ACCESS
09/27/2024

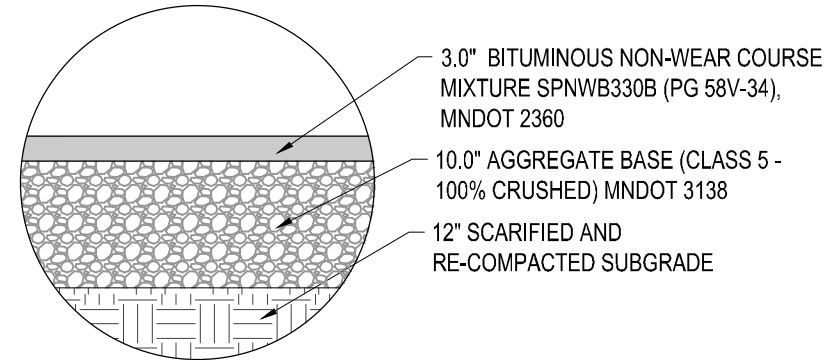
COPPER AT ROSECOTT
ROSEMOUNT, MINNESOTA
UWA22003



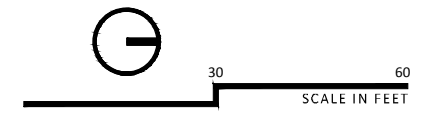
1 SITE PLAN
1" = 30'



2 GRADING PLAN
1" = 30'



3 BITUMINOUS PAVEMENT SECTION
NO SCALE



310 4TH SOUTH, SUITE 1006
MINNEAPOLIS, MN 55415
p 612.260.7980 | www.elanlab.com
f 612.260.7990

City Council Regular Meeting: March 4, 2025

AGENDA ITEM: Approve Amber Fields 6 Addition Subdivision Agreement	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 6.g.
ATTACHMENTS: Subdivision Agreement	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve a Subdivision Agreement for Amber Fields 6th Addition	

BACKGROUND

On June 18, 2024, City Council approved the Amber Fields 6th Addition. Since that time staff and the developer have been reviewing the language within the Subdivision Agreement. Some minor changes were made to account for the actual planned improvements on this parcel and the agreement is now ready for Council approval.

The approval of this Subdivision Agreement will be the final step in allowing Enclave Companies to begin their planned improvements. This agreement follows the standard format and includes all the required conditions from prior Council approval.

RECOMMENDATION

Staff recommends City Council approve the attached Subdivision Agreement and authorize the Mayor and City Clerk to enter into said agreement.

SUBDIVISION AGREEMENT Amber Fields 6th Addition

AGREEMENT dated this _____ day of _____ 2025, by and between the CITY OF ROSEMOUNT, a Minnesota municipal corporation (the “City”), and ROSEMOUNT COSGROVE, LLC, a North Dakota limited liability company (the “Developer”).

1. **Request for Plat Approval.** The Developer has asked the City to approve the subdivision of land and a plat of land to be known as Amber Fields 6th 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. Incorporation of recommendations of the City Engineer concerning design and installation of public infrastructure and including grading, erosion control, streets and utilities.
 - c. Payment of all applicable fees including GIS and other fees identified in the current fee schedule.
 - d. Incorporation of any easements necessary to accommodate drainage, ponding, trails, underpasses, conservation areas, streets and utilities.
 - e. Provision of \$58,740 for landscaping surety.
 - f. 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 of the Subject Property 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 Subject Property 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

“Project”). 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 – Soil Erosion Control Plan and Schedule: Townhomes at Amber Fields, Preliminary Submittal page C-3.1 – C-3.2 dated 5/3/2024 (as revised).

Plan B – Drainage and Storm Water Runoff Plan: Townhomes at Amber Fields, Preliminary Submittal page C-3.0 dated 5/3/2024 (as revised).

Plan C – Plans & Specifications for Improvements: Townhomes at Amber Fields, Preliminary Submittal page C-4.0 – C-5.1 dated 5/3/2024 (as revised).

Plan D – Grading Plan: Townhomes at Amber Fields, Preliminary Submittal page P-1.0 dated 5/3/2024 (as revised).

Plan E – Site Lighting: Townhomes at Amber Fields, Preliminary Submittal page C-3.0 dated 5/3/2024 (as revised).

Plan F – Landscape Improvements: Townhomes at Amber Fields, Preliminary Submittal page L-1.0 – L-2.0 dated 5/3/2024 (as revised).

All improvements, including Developer Improvements (as noted in Section 6) and City-Installed Public Infrastructure Improvements (if any), that lie within the public right-of-way or easements and are improvements listed in Minnesota Statutes, Section 429.021 (hereinafter “**Public Improvements**”) will be designed by the Developer and must be approved by the City Engineer. The Developer will prepare plans and specifications for Public Improvements which shall be approved by the City Engineer. Such approvals shall not be unreasonably withheld, and the City shall approve or provide Developer with necessary revision comments within 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 Project as stipulated herein or in other agreements signed by Developer (the “Developer Improvements”).

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 which shall not be unreasonably withheld or conditioned. 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 5), the Developer shall furnish the City with a cash deposit or irrevocable letter of credit from a local bank (the “**Security**”) in the amount of One Hundred Thirty-Four Thousand, Nine Hundred Seven Dollars (\$134,907). 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	\$ 43,743	\$ 48,117	\$3,000/ac x 14.581 acres. Minimum \$25,000
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	\$ 53,400	\$ 58,740	Per City Planner (178 trees x \$300)
5	Street Lights	\$ -	\$ -	\$7,500/light x 0 lights - Private
6	Surface Improvements		\$ -	125% - Private
7	Water Main Improvements		\$ -	125% - Private
8	Sanitary Sewer Improvements		\$ -	125% - Private
9	Storm Sewer Improvements		\$ -	125% - Private
	Total	\$ 122,643	\$ 134,907	

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 (except as set forth herein) 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 any installation of utilities 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 final grading of the lot shall comply with the Grading Plans (Plan D).
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 the Subject Property upon acceptance by the City of the Public 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 Plan A, or supplementary instructions received from the City the City may take such action as it deems appropriate to control erosion following the notice and passing of Developers cure rights in Section 10. 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 the Subject Property as of the date that the Developer transfers each such portion of the Subject 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 the Development Plans for the 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 Project, 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 Sixty-Three Thousand Six Hundred Eighty Dollars (\$63,680) 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	Reimbursable based on actual City expenditures
2	Attorney Fees	\$ 3,000	Estimate
3	City Administrative Fees	\$ 25,000	
4	Street Light Energy Cost	\$ -	0 lights x 24 months x \$30/month - Private
5	GIS Fees	\$ 10,680	\$60/unit X 178 units
6	Trail Fog Seal	\$ -	\$0.35/SF x 0 SF - No trail constructed
7	Seal Coating	\$ -	\$1.70/SY x 0 SY - Private
	Total	\$ 63,680	

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 (not covered by funds deposited by Developer pursuant to Section 17.A.) 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 the initial sealcoating of the public streets within the Project 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 the initial fog sealing of the public trails within the Project 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 installation of the Developer Improvements 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 within the Project 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 Development Plan (Developer-submitted plan dated 5/3/2024 for Townhomes at Amber Fields (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 \$97,699.
 - d. Sanitary Sewer Trunk Charges in the amount of \$17,080.
 - e. Water Trunk Charges in the amount of \$103,271.
 - 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 building within the Subject Property relate to 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) and termination of this Agreement in recordable form.
 - 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.
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 pursuant to the landscape improvements identified on Plan F and pursuant to Section 6 of this Agreement. 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. The Developer shall maintain the landscaping and any irrigation. Such maintenance includes, without limitation, cutting and irrigating sodded areas 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 Subject Property will be cleared by the Developer or its successors and assigns.

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 mailed to the Developer by registered mail at the following address:

Rosemount Cosgrove, LLC
Attn: Jessica Welk, esq.
General Counsel
1660 S. Highway 100, Ste 530
St. Louis Park, MN 55416

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 _____, 2025 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

ROSEMOUNT COSGROVE, LLC
By: Enclave Manger, LLC, a North Dakota, limited liability company, its Manager

BY: _____
Austin J. Morris, Manager of Enclave Manager, LLC

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Austin J. Morris, Manager of Enclave Manager, LLC, a North Dakota limited liability company, Manager of Rosemount Cosgrove, LLC, a Delaware limited liability company, on behalf of the limited liability company.

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.

Street Lights – An amount equal to 110% of the cost to complete the required street light installation on public roadways.

Improvements – An amount equal to 125% of the cost to complete those public improvements provided as part of the final plat and final construction documents. Private improvements may also be included when necessary to complete access to and utility supply for platted lots.

EXHIBIT B

(SUMMARY OF DEVELOPMENT FEES AND LOT AREAS)

Exhibit B

Amber Fields 6th Subdivision Agreement
Revised July 2024

Amber Fields 6th Addition
EXHIBIT B (Page 1 of 2)

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

No.	Item	Cost	110%	Calculation
1	Grading and Erosion Control	\$ 43,743	\$ 48,117	\$3,000/ac x 14.581 acres. Minimum \$25,000
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	\$ 53,400	\$ 58,740	Per City Planner (178 trees x \$300)
5	Street Lights	\$ -	\$ -	\$7,500/light x 0 lights - Private
6	Surface Improvements		\$ -	125% - Private
7	Water Main Improvements		\$ -	125% - Private
8	Sanitary Sewer Improvements		\$ -	125% - Private
9	Storm Sewer Improvements		\$ -	125% - Private
	Total	\$ 122,643	\$ 134,907	

City Fees (due with signed agreement)

No.	Item	Cost	Calculation
1	Engineering Fees	\$ 25,000	Reimbursable based on actual City expenditures
2	Attorney Fees	\$ 3,000	Estimate
3	City Administrative Fees	\$ 25,000	
4	Street Light Energy Cost	\$ -	0 lights x 24 months x \$30/month - Private
5	GIS Fees	\$ 10,680	\$60/unit X 178 units
6	Trail Fog Seal	\$ -	\$0.35/SF x 0 SF - No trail constructed
7	Seal Coating	\$ -	\$1.70/SY x 0 SY - Private
	Total	\$ 63,680	

Development Fees (due before signed plat is released)

No.	Item	Cost	Calculation
1	Storm Sewer Trunk Charge	\$ 97,699	See Exhibit C & D for details
2	Sanitary Sewer Trunk Charge	\$ 17,080	See Exhibit C & D for details
3	Water Trunk Charge	\$ 103,271	See Exhibit C & D for details
5	Park Dedication	\$ -	Satisfied via land dedication
	Total	\$ 218,050	

Amber Fields 6th Addition
EXHIBIT B (Page 2 of 2)

Totals		
Block	Lots	Units
1	1	244
Total	1	244
Total Plat Area = 14.581 acres Total Park Area = 0.000 acres Future Plat Area = 0.000 acres Developable Area * = 14.581 acres Ponding to HWL = 0.000 acres Net Developable Area = 14.581 acres		

Block	Lot	Units	SQ FT	Acres
1	1	1	635,146.00	14.581
Total Boundary			635,146.00	14.581

* Excludes future plat and park areas (all outlots)

EXHIBIT C

(DETAIL CALCULATION OF TRUNK AREA CHARGES)

Exhibit C

Amber Fields 6th Subdivision Agreement
Revised July 2024

Amber Fields 6th Addition EXHIBIT C

Trunk Charge Apportionments

Detail provided in Exhibit D

Trunk Charge	Amount Outlot B	
Sanitary Sewer	\$ 17,079.52	
Water Area	\$ 103,271.50	
Stormwater Area	\$ 97,698.90	
 Total Plat Area	 14.58	
Developing Area	14.58	100.00%
Future Development	0.00	0.00%
 Trunk Area Charges to be collected with this plat		
Sanitary Area	\$ 17,080.00	
Water Area	\$ 103,271.00	
Stormwater Area	\$ 97,699.00	
 Remaining Trunk Area Charges to be collected via future plat		
Sanitary Area	\$ -	
Water Area	\$ -	
Stormwater Area	\$ -	

EXHIBIT D

(OVERALL TRUNK AREA CHARGE CALCULATIONS FOR AMBER FIELDS DEVELOPMENT)

Exhibit D

Amber Fields 6th Subdivision Agreement
Revised July 2024

Amber Fields 6th 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)						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)						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	909,635	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	\$ 98,248.93	\$ 206,659.07		\$ 4,910.66	\$ 29,692.34	\$ 17,846.69	\$ 52,449.68	\$ 259,108.75	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							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							ROW - CR 73
ROW - FUT 1	1	819	0.019	0.00%	0.00%	\$ 20.21	\$ 122.21	\$ 129.07	\$ 271.50							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							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							ROW-INTER 1
TOTAL		18,972,384	435.55	100.00%	100.00%	\$ 468,211.96	\$ 2,831,049.04	\$ 2,678,283.68	\$ 5,977,544.67						\$5,977,544.67	

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

EXHIBIT E
MAINTENANCE RESPONSIBILITY

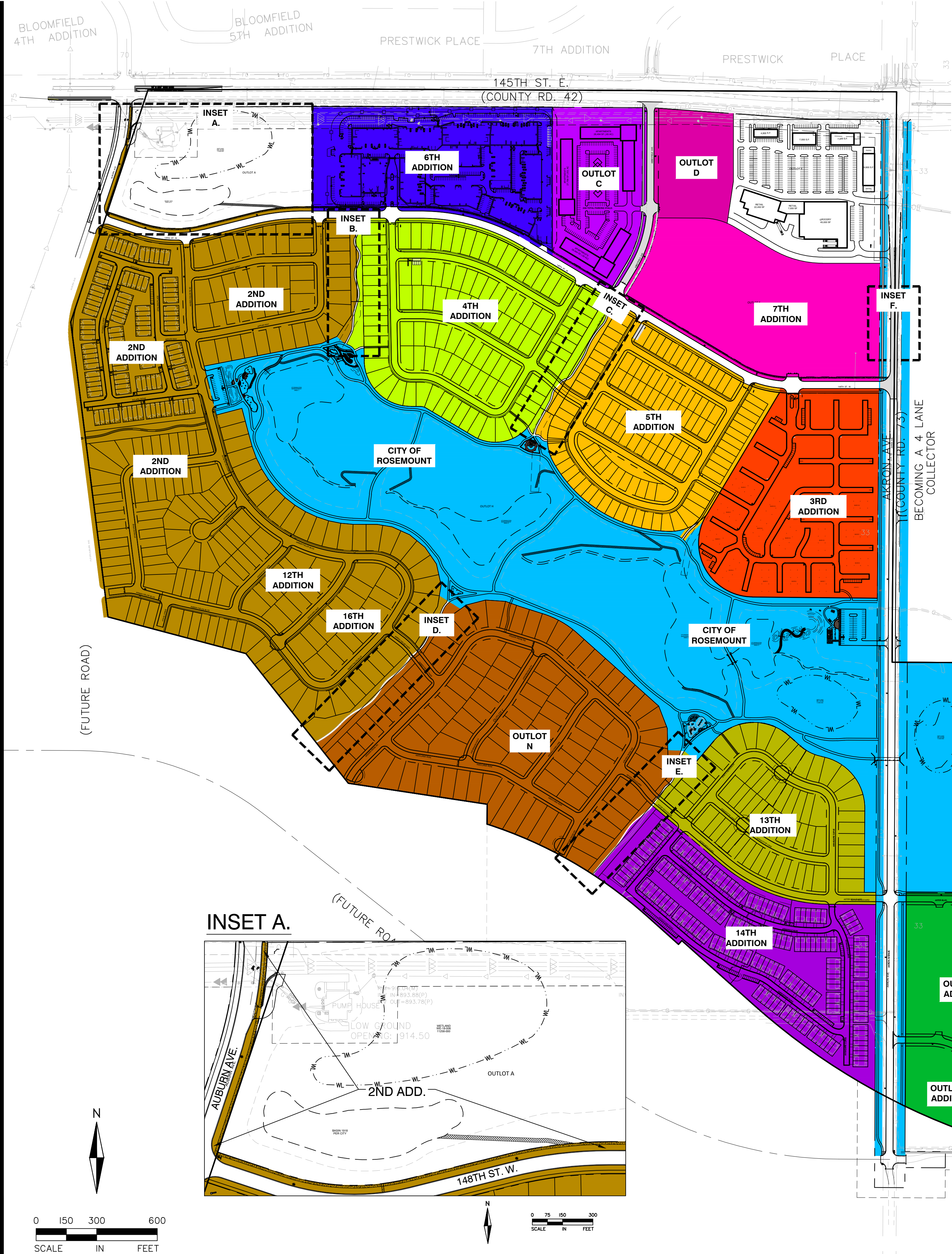
LEGEND (also in lower right corner of Exhibit)

- 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

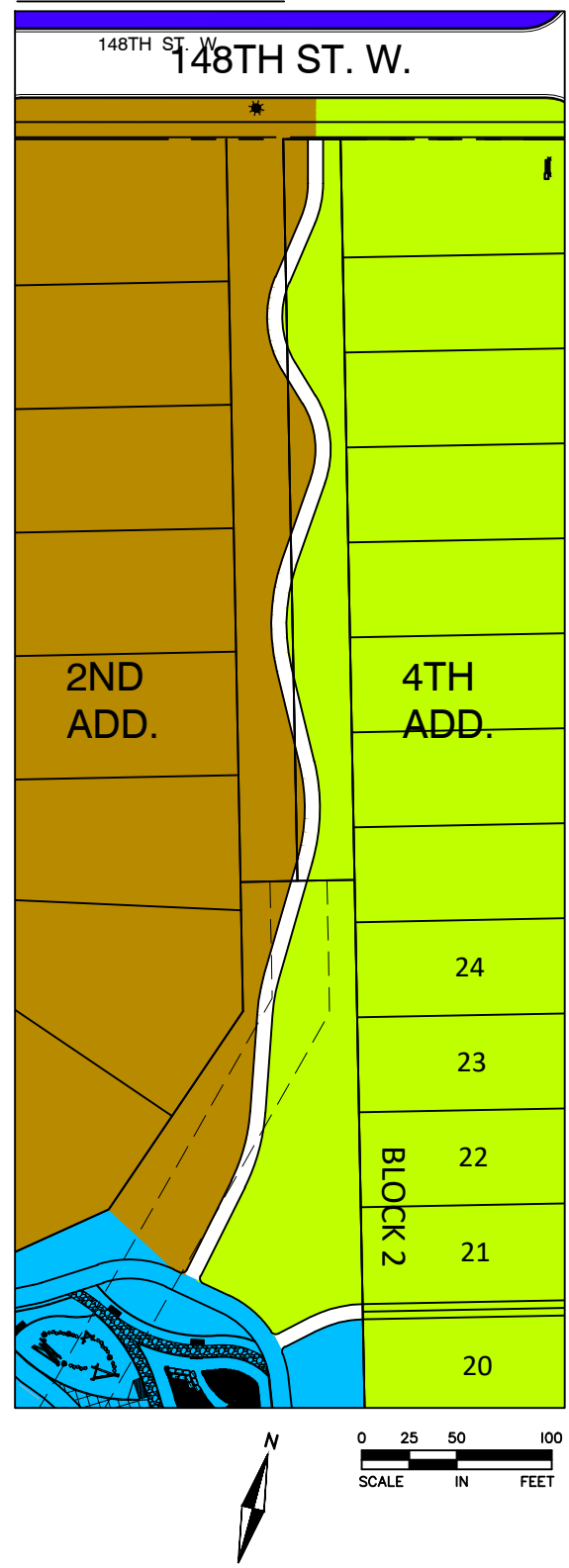
LOCATIONS OF AUBURN AVENUE AND AKRON AVENUE, AND 148TH STREET

- 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.

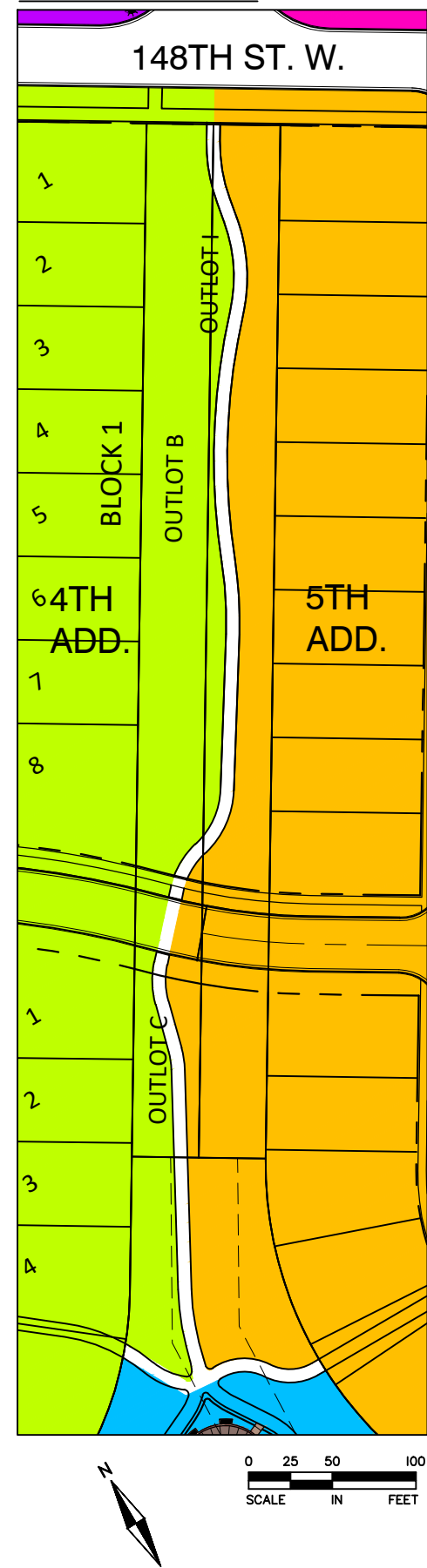
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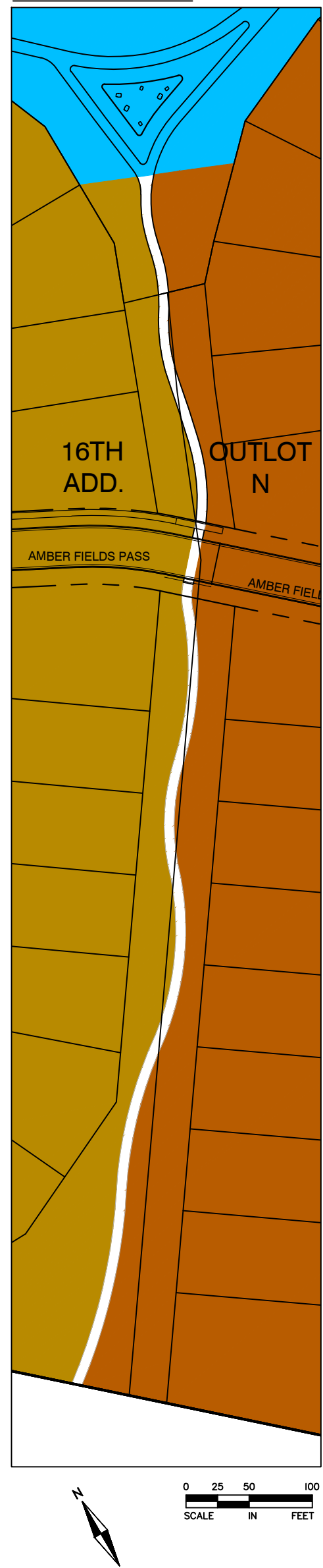
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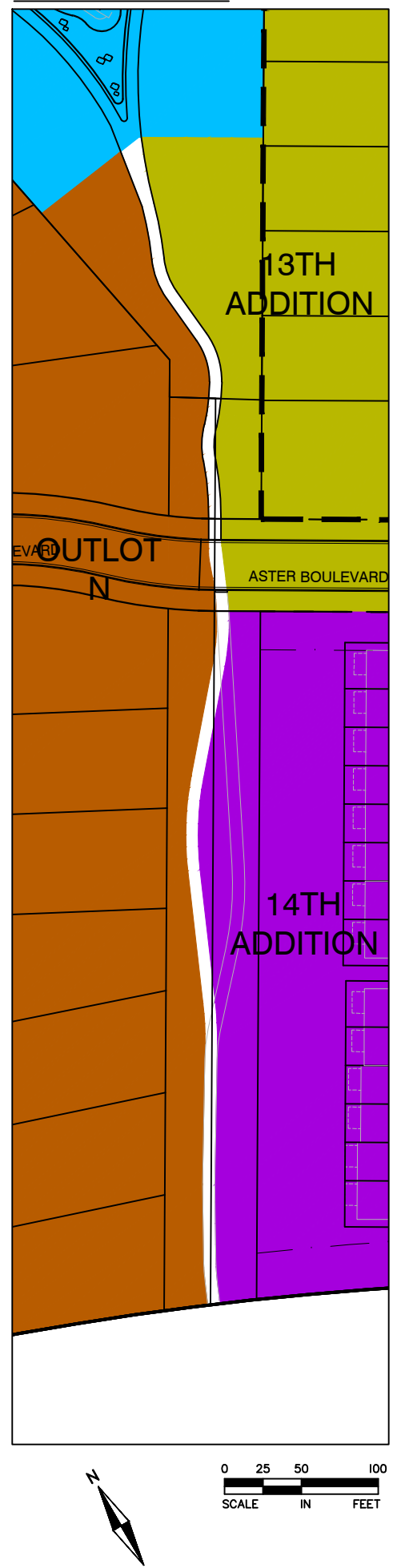
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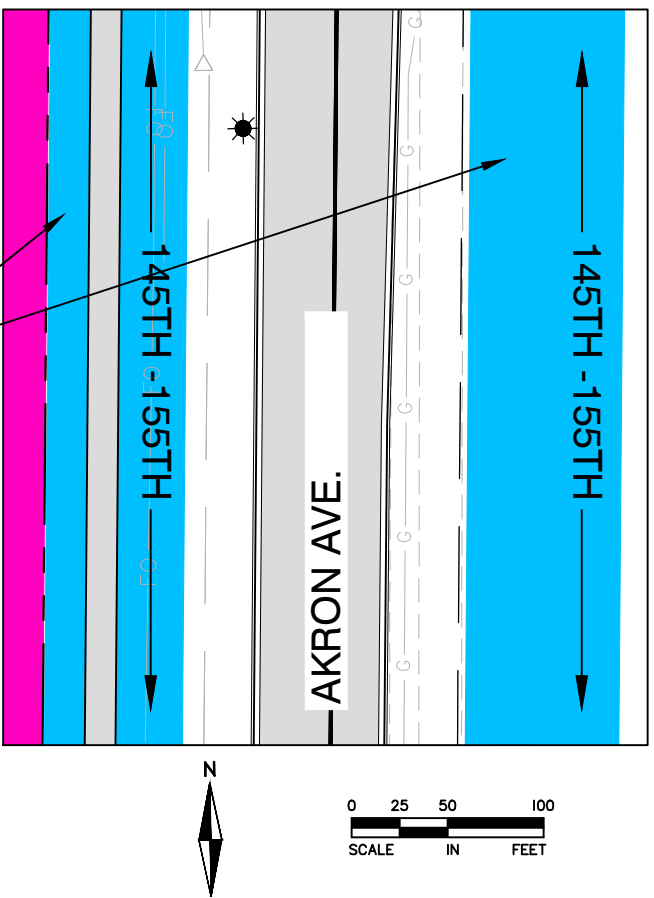
INSET D.



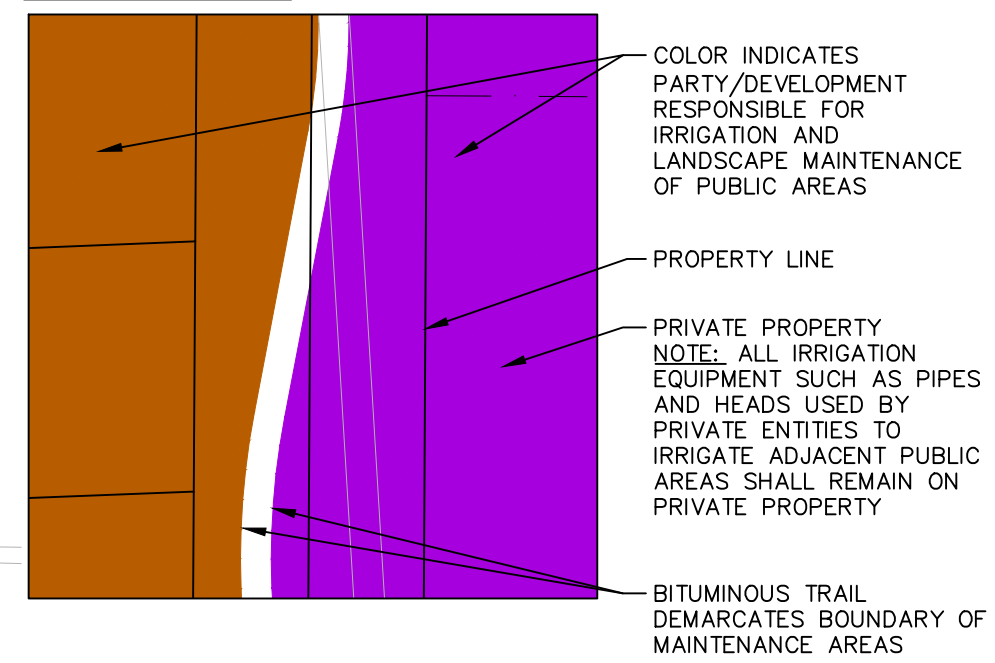
INSET E.



INSET F.



LEGEND



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 6th Final Plat

AMBER FIELDS SIXTH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Rosemount Cosgrove, LLC, a Delaware limited liability company, owner of the following described property:

Outlot B, AMBER FIELDS, corrected in Document No. 3545750, according to the recorded plat thereof, Dakota County.

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

In witness whereof said Rosemount Cosgrove, LLC, a Delaware limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20 ____.

Signed: Rosemount Cosgrove, LLC, a Delaware limited liability company.
By: Enclave Manager, LLC, a North Dakota limited liability company, its Manager

By: _____
Austin J. Morris, Manager of Enclave Manager, LLC

STATE OF NORTH DAKOTA
COUNTY OF CASS

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____, by Austin J. Morris, a Manager of Enclave Manager, LLC, a North Dakota limited liability company, Manager of Rosemount Cosgrove, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Signature

Printed Name
Notary Public, _____ County, _____
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. 57386

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

COUNTY BOARD OF COMMISSIONERS, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the 19th day of July, 2022, the Board of Commissioners of Dakota County, Minnesota, approved this plat of AMBER FIELDS SIXTH ADDITION and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

By: _____
Chair, County Board

Attest: _____
County Treasurer - Auditor

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

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 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, Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of AMBER FIELDS SIXTH 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



City Council Regular Meeting: March 4, 2025

AGENDA ITEM:	Request by Magellan Land Development for approval of rezoning land from A-2 - Agricultural to R-2 - Low to Medium Density Residential, and a Preliminary Plat to develop 58 townhome units.	AGENDA SECTION:	NEW BUSINESS
PREPARED BY:	Julia Hogan, Planner	AGENDA NO.	9.a.
ATTACHMENTS:	Ordinance , Resolution, Site Location, Property Survey, Preliminary Plat, Site Plan, Grading Plan, Sanitary Utility Plan, Storm Sewer Utility Plan, Existing Conditions, Removal Plan, Landscape Plan, Architectural Renderings, Engineer's Memo Dated January 10, 2025, Parks and Recreation Director's Memo Dated January 21, 2025, Dakota County Correspondence, Flint Hills Resources Correspondence, Public Comment	APPROVED BY:	LJM
RECOMMENDED ACTION: Motion to adopt an Ordinance amending Ordinance B City of Rosemount Zoning Ordinance to change the zoning of the site from A-2 – Agricultural to R-2 – Low to Medium Density Residential Motion to adopt a resolution approving the Preliminary Plat for Akron Ridge, subject to conditions.			

BACKGROUND

Owner:	John and Joyce Remkus
Applicant:	Magellan Land Development
Preliminary Plat Acres:	10 Acres
Residential Lots Created:	58 Townhome Lots
Gross Density:	6 Units/Acre
Comprehensive Plan Guiding:	LDR – Low Density Residential
Current Zoning:	A-2 – Agricultural
Proposed Zoning:	R-2 – Low to Medium Density Residential

The City Council is being asked to consider requests by Magellan Land Development for rezoning and preliminary plat approval to develop 58 townhome units on a 10-acre property east of Akron Avenue and north of Bonaire Path that will be called Akron Ridge. The property is currently zoned A-2 – Agricultural, and the applicant is requesting that the site be rezoned to R-2 – Low to Medium Density Residential to accommodate the townhome development. The site is shown to have a total of 12 townhome buildings, with 5 of the buildings containing 6 units per building, and the remaining 7 buildings will contain 4 units per building. At this time, only a preliminary plat is being requested with

the applicant planning on submitting a Final Plat for the project at a later date. Staff and the Planning Commission are recommending approval of the rezoning and preliminary plat requests, subject to the conditions listed in the attached resolution.

PLANNING COMMISSION ACTION

The Planning Commission held a public hearing at their January 28, 2025, meeting to review the requests for rezoning and preliminary plat approval to develop 58 townhome units on a 10-acre parcel currently addressed as 13040 Akron Avenue. Staff presented the requests to the Commission where they inquired about the area around the site, future development in the area and transportation impacts. The Commission also asked about the future land use of the site being guided as Low Density Residential. Staff clarified that the site is guided Low Density Residential, and that both the R-1 – Low Density Traditional Residential zoning district and R-2 – Low to Medium Density Residential zoning district are allowed zoning districts under the Low-Density Residential land use designation per the City's Comprehensive Plan.

During the public hearing portion of the item, the applicant came forward to answer questions the Commission had. The applicant also explained that the housing product that is being proposed for the site will be for-sale townhomes that are designed to look like single-family homes and are similar in height to single-family homes. There were two residents that spoke during the public hearing portion that voiced concerns regarding pedestrian and traffic safety, as well as potential privacy concerns.

After additional discussion among the Commission, it was approved 6-1 to continue the item until the February 25, 2025, Planning Commission meeting to give the applicant additional time to explore the pedestrian safety concerns.

The applicant reached out to both Dakota County and Flint Hills Resources with regard to pedestrian safety options. Flint Hills explained in their correspondence to the applicant that they would need to conduct significant additional research before allowing a pedestrian path along their land east of the subject site. They explained that the area where a potential trail could go would be located over a pipeline and further investigation and discussion would need to be done to determine the feasibility.

Dakota County stated in their correspondence that the County does not have any current projects programmed in their 5-year Capital Improvement Program (CIP) to add a trail along the east side of CSAH 73 (Akron Avenue) in front of the parcel where the proposed project is located. The trail gap along the east side of Akron Avenue is identified in the County's 2040 Transportation Plan to be completed with a future road realignment. The future road realignment will occur just north of the subject property. There were also discussions with the County regarding a potential crosswalk across Akron Avenue that would give access to the trail on the west side of the road. The County stated that they had not considered a crosswalk in this area of Akron Avenue and that there would need to be additional research and analysis done before a decision could be made. Both correspondences from Flint Hills Resources and Dakota County have been included as attachments in the agenda packet.

At the February 25, 2025, Planning Commission Meeting this item was on the agenda. A public hearing was not held for this item as the public hearing portion was closed at the previous Planning Commission meeting, but the Chair did allow for additional public comment on the item.

Staff presented the requests and additional pedestrian safety information that was submitted by the

applicant to the Commission. The Commission had various questions for the City's Parks and Recreation Director who was present at the meeting. Some of the questions were regarding the trails/pedestrian access along Akron Avenue. Director Schultz explained that with Akron Avenue being a collector road that the plan is to have pedestrian trails along both sides of the road. Though there is currently a trail along the west side of Akron Avenue, the plan is to also have a trail on the east side of the road as development occurs. In the short term, there is an 8-foot-wide painted curb line on both sides of Akron Avenue in this part of the city, which gives ample space for people to maneuver within the shoulder of the road. He also explained that this is not the first development in town where there has not been a direct pedestrian connection made at the time of development. Though Dakota County doesn't have it in their CIP, the city will continue to work with them on safe crossing options in the area.

The Commission asked the applicant if they would consider incorporating language into the HOA declaration that the property to the south is private property and trespassing would not be allowed. The applicant stated that is something they could incorporate into their regulations. The Commission also wanted clarification on traffic and infrastructure-related concerns that residents had brought up. Staff explained that Dakota County reviews all plats that are adjacent to County Roads and the County had no concerns about the additional traffic volumes that this project would produce. Staff also stated that there is existing utility infrastructure located within Akron Avenue, and this development will be able to utilize that infrastructure.

The Commission collectively agreed to recommend a condition of approval with the Preliminary Plat that outlines that the Homeowners Association (HOA) covenants include acknowledgment that the property to the south is privately owned, and that trespassing would not be allowed. The Planning Commission voted unanimously to recommend approval of the proposed project.

BACKGROUND

The subject property is located at 13040 Akron Avenue which is located directly east of Akron Avenue and approximately a ½ mile north of Bonaire Path. The 10-acre property is zoned A-2 – Agricultural and it contains a single-family home built in 1989. The land directly north and east of the site is owned by Flint Hills Resources and is also zoned A-2. There are currently no plans for development on land located adjacent to this property that is owned by Flint Hills Resources. The land directly west across Akron Avenue contains the Caramore Crossing development which contains traditional detached single-family homes. The land directly south of the subject site is zoned A-2 – Agricultural and contains a single-family home.

The proposed development area is guided for LDR – Low Density Residential, which is outlined in the City's 2040 Comprehensive Plan land use map. Low Density Residential housing types allows for detached single-family homes, duplexes, twin homes, and townhomes. This subject parcel and the parcel to the south are shown in the Land Use Plan to be one of the last areas in this portion of the city for additional residential growth.

ISSUE ANALYSIS

Legal Authority

Preliminary plat applications are quasi-judicial decisions for the City Council, meaning that the Council is acting as judge to determine if the regulations within the Comprehensive Plan, Zoning Ordinance and

Subdivision Ordinance are being followed. Generally, if these applications meet the City's established requirements, they must be approved.

Rezoning is a legislative decision for the city, but the rezoning must conform with the adopted Comprehensive Plan to be approved. Therefore, while technically legislative in nature, if a rezoning is in line with the Comprehensive Plan, it should be approved. Staff's review of each application is provided below.

General Subdivision Design

The preliminary plat area is located directly east of Akron Avenue and approximately ½ mile north of Bonaire Path and north of the Flint Hills Recreation Complex. The site is shown to be accessed by a single public street that extends east and then south off of Akron Avenue. A private road extends east off a portion of the public street to access the proposed townhomes. There are also three private drives that extend south off of the main private road which will give access to a portion of the townhome units. There are guest parking stalls shown throughout the site, specifically on the southern portion of the main private road. There are two stormwater management areas shown on site, one located on the western side of the site east of Akron Avenue and adjacent to the public street. The other ponding area is shown to be on the most eastern side of the site adjacent to the eastern property line and east of the main private drive cul-de-sac. There are 58 townhome units proposed throughout the development area which are shown to be mixed throughout 4-unit and 6-unit townhome buildings.

Rezoning and Land Use

The site is designated for LDR – Low Density Residential land uses, which typically consists of single-family housing or townhomes with few units per building. The LDR land use designation allows for housing density for up to 6 units per acre. The subject property is currently zoned A-2 – Agricultural, which allows for 1 unit per 40 acres. The applicant is requesting the site be rezoned to R-2 – Low to Medium Density Residential to accommodate the 6 units per acre that is proposed throughout the development. The R-2 zoning district is an allowed secondary zoning district under the LDR – Low Density Residential land use category. The city has most recently seen developments such as Autumn Terrace and Ardan Place be rezoned to an R-2 zoning to accommodate the density of twin home and townhome units. The land north, east and south of the site are currently zoned A-2 – Agricultural and land west of the site is zoned R-1 – Low Density Residential. The land north and east of the site are owned by Flint Hill Resources and development is not yet planned for those areas. The land to the south is similar in nature to the subject site as it has a land use designation of LDR – Low Density Residential. The area to the west contains the Caramore Crossing development which contains detached single-family homes. The city is supportive of this site being rezoned to R-2 – Low to Medium Density Residential as it meets the density requirements laid out in the land use designation of the site.

Phasing

The applicant has provided a phasing schedule that shows development initially occurring on the eastern portion of the site, the most western portion of the site, and the northern portion of the site. The public access road off of Akron Avenue, the main private road, both stormwater ponding areas and 30 townhome units will be a part of the first phase of development. The second phase will consist of the remaining 28 townhome units on the southern end of the site and as well as three of the private

drive areas.

Streets and Parking

There is one access road shown into the preliminary plat area extending east off of Akron Avenue. This access road is shown to be a public road and extends south up to the southern property line. There is a private road that extends east off of the public street and gives access to the townhomes throughout the site. The private road ends in a cul-de-sac in the eastern portion of the property adjacent to the future storm water ponding area. There are three private drive segments that extend south off of the main private drive road that gives access to the southern townhome units. The public street will be maintained by the developer until development occurs to the south, which then will transition to a publicly maintained road.

On the site plan, there is a total of 29 guest parking stalls provided throughout the site. A majority of the guest parking is shown along the southern main private road that extends east off of Akron Avenue. Each townhome is shown to have two enclosed spaces per unit as well. The number of enclosed units and visitor parking stalls meet the minimum requirement outlined within the zoning code. Also shown throughout the site are 5-foot sidewalks along the southern portion of the main private road and along the southeastern portion of the public road off of Akron Avenue. The portion of the sidewalk along the public road is shown to end at the southern boundary of the property, but when development occurs to the south, that will be extended with the road.

The city and applicant met with the Dakota County Plat Commission at their January 15, 2025, meeting to discuss the proposed preliminary plat. The Plat Commission approved the preliminary and final plat for the site provided that the conditions outlined in the memorandum that was put together by the County be met. One of those conditions is that a short right-turn lane will need to be installed with access to the site on Akron Avenue.

Parks And Open Space

The Parks and Recreation staff has reviewed the plans for the proposed Akron Ridge development and has provided review comments in the attached memorandum. The Parks and Recreation department is recommending that an 8-foot-wide trail be benched in on the west side of the development along Akron Avenue. Staff is also recommending that the developer provide the city with a payment to cover the cost of installing the trail.

Due to the City not looking to acquire parkland in this development area, the park dedication for Akron Ridge would be cash-in-lieu. The cash dedication for 58 townhome units is \$165,300 (58 units x \$2,850).

Preservation and Landscaping

A tree inventory was conducted on the 10-acre subject site and a total of 1,443 significant tree inches were identified throughout the property. A total of 1,409 caliper inches will need to be removed from the site to allow for development, which means a total of 524 caliper inches of trees will be required to be replaced on site following the formula laid out in the zoning code. In the submitted landscape plan it shows that the required 524 caliper inches of trees will be met.

The landscape plan shows that a total of 226 trees will be planted throughout the preliminary plat

area. The zoning code states that multi-family residential sites that contain buildings that are one (1) or two (2) stories shall provide a minimum of eight (8) overstory or coniferous trees plus one (1) tree per unit. There are 58 townhome units proposed for this development, so a total of 66 trees is required for that standard. The landscape plan shows to meet that minimum requirement. Trees are shown to be located throughout the site within the open areas, along the public street and private streets, and along the northern, western, and southern property boundaries. Due to the location of transmission easements on the eastern end of the site, trees are unable to be planted in that area. A landscape surety in the amount of \$74,580 (226 trees x \$300 plus 10%) is required as a condition of approval.

Engineering Review

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

RECOMMENDATION

The Planning Commission and staff are recommending approval of the rezoning and preliminary plat requests to develop 58 townhome units on the 10-acre subject property based on the information provided by the applicant and reviewed in this report.

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

**AN ORDINANCE AMENDING ORDINANCE B
CITY OF ROSEMOUNT ZONING ORDINANCE**

Akron Ridge

THE CITY COUNCIL OF THE CITY OF ROSEMOUNT, MINNESOTA, ORDINANCE AS
FOLLOWS:

Section 1. Ordinance B, adopted September 19, 1989, entitled “City of Rosemount Zoning Ordinance,” is hereby amended to rezone property from A-2 – Agricultural to R-2 – Low to Medium Density Residential within the City of Rosemount legally described as follows:

The South 328.09 feet of the North 394.09 feet of the West Half of the Northeast Quarter of Section 22, Township 115, Range 19, according to the Government Survey thereof, Dakota County, Minnesota.

Section 2. The Zoning Map of the City of Rosemount, referred to and described in said Ordinance No. B as that certain map entitled “Zoning Map of the City of Rosemount,” shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk’s office for the purpose of indicating the rezoning hereinabove provided for in this Ordinance and all of the notation references and other information shown thereon are hereby incorporated by reference and made part of this Ordinance.

Section 3. This ordinance shall be effective immediately upon its passage and publication according to law.

ENACTED AND ORDAINED into an Ordinance this 4th day of March, 2025.

CITY OF ROSEMOUNT

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2025-XX

**A RESOLUTION APPROVING THE PRELIMINARY PLAT
FOR AKRON RIDGE**

WHEREAS, Magellan Land Development (Applicant) has submitted an application to the City of Rosemount for a Preliminary Plat concerning property legally described as follows:

The South 328.09 feet of the North 394.09 feet of the West Half of the Northeast Quarter of Section 22, Township 115, Range 19, according to the Government Survey thereof, Dakota County, Minnesota.

WHEREAS, on January 28, 2025, the Planning Commission of the City of Rosemount conducted a public hearing as required by ordinance for the purpose of receiving public comment and review the proposed Preliminary Plat; and

WHEREAS, on January 28, 2025, the Planning Commission of the City of Rosemount voted to continue this item to the next Planning Commission meeting; and

WHEREAS, on February 25, 2025, the Planning Commission of the City of Rosemount found the request consistent with the criteria for Preliminary Plat review outlined in the Subdivision Ordinance and adopted a motion to recommend approval of the application for a Preliminary Plat; and

WHEREAS, on March 4, 2025, the City Council of the City of Rosemount reviewed and agreed with the Planning Commission's recommendation to grant a Preliminary Plat for Akron Ridge.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Rosemount hereby approves the Preliminary Plat for Akron Ridge, subject to the following conditions:

- A. Execution of a Subdivision Agreement.
- B. Conformance with all requirements of the City Engineer as detailed in the attached memorandum dated January 10, 2025.
- C. Conformance with all requirements stated within the Dakota County Plat Commission Memorandum.
- D. Payment of \$74,580 as a Landscape Surety.
- E. Compliance with the conditions and standards within the Parks and Recreation Director's memorandum dated January 21, 2025.
- F. Payment of all applicable fees including GIS, Park Dedication and other fees identified in the current fee schedule.
- G. Incorporation of any easements necessary to accommodate drainage, ponding, streets and utilities.
- H. 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

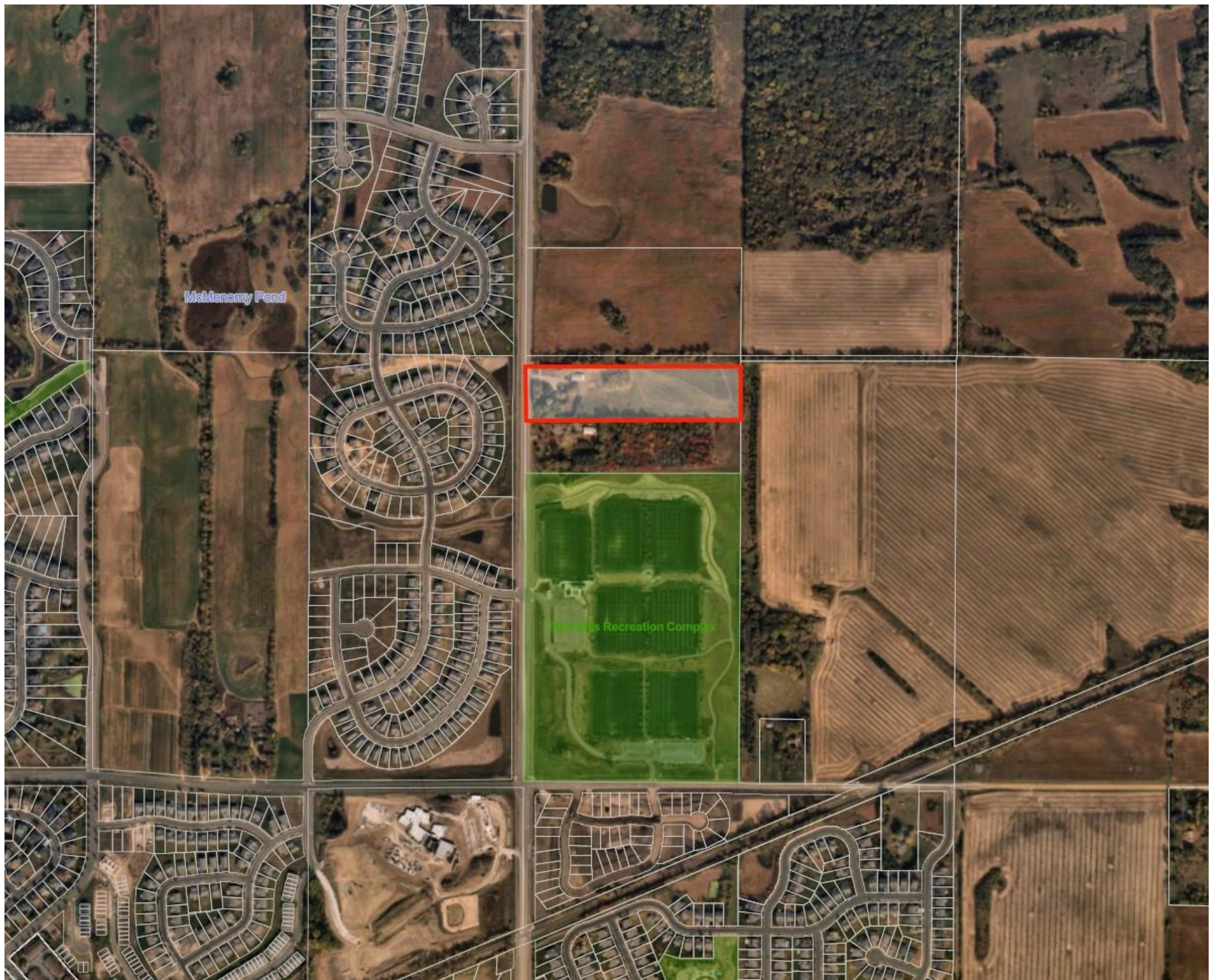
- I. The applicant shall include in the HOA covenants an acknowledgment that the property to the south is private, and trespassing is not allowed.

ADOPTED this 4th day of March 2025, by the City Council of the City of Rosemount.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk



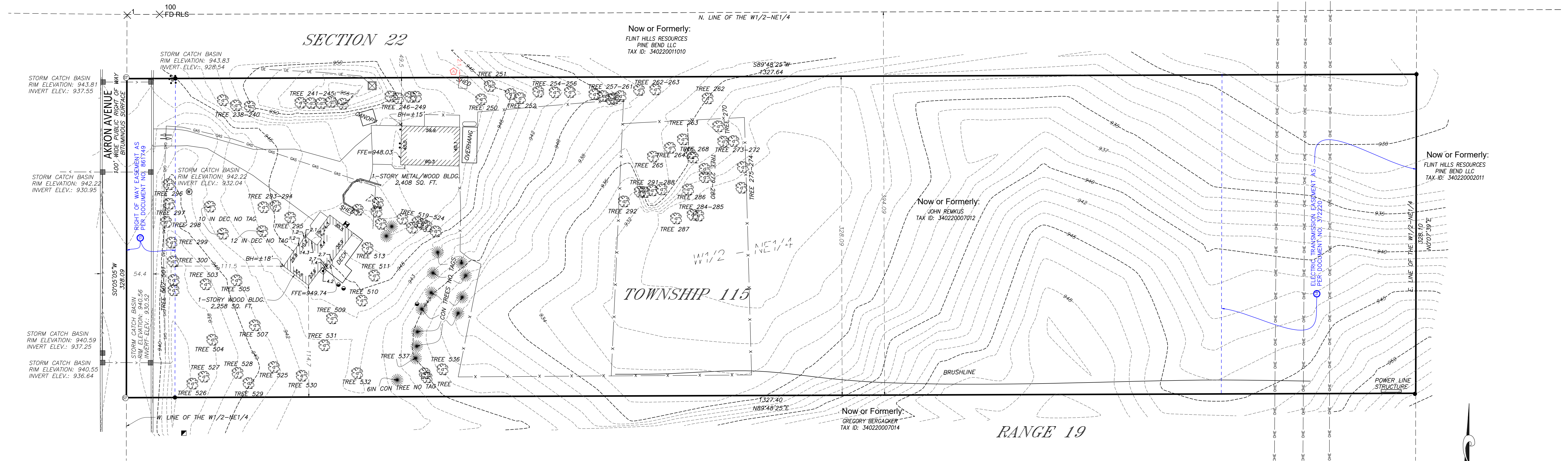
NOTES CORRESPONDING TO SCHEDULE "B" ITEMS

13. Easement for pipe line purposes in favor of St. Paul Ammonia Products, Inc. filed April 13, 1956 in Book 223 of Deeds, pages 371-372, as Document Number 243940. (NO PLOTTABLE INFORMATION, EASEMENT WAS RELEASED)
- Note: Partial Release of Easement filed January 19, 1989 as Document Number 874492 and Partial Release of Easement filed January 19, 1989 as Document Number 874493 both release the subject property from said Easement. However, Partial Releases are executed by Peoples Natural Gas Company, Division of Utilicorp United Inc.
14. Easement for electric transmission line purposes in favor of Northern States Power Company, a Minnesota corporation, dated April 29, 1970, filed May 5, 1970 as Document Number 372220. (PLOTTED AND SHOWN HEREON)
15. Easement for right-of-way purposes in favor of the County of Dakota dated October 13, 1988, filed October 20, 1988 as Document Number 861749. (PLOTTED AND SHOWN HEREON)

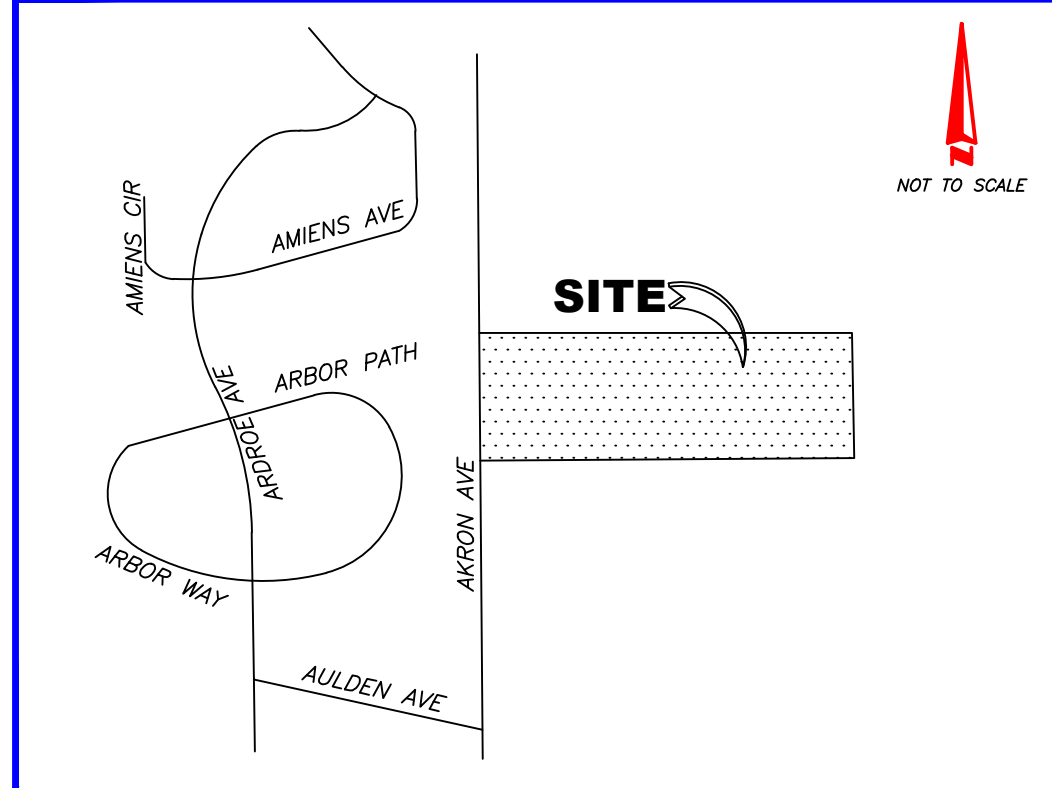
TITLE DESCRIPTION

The South 328.09 feet of the North 394.09 feet of the West Half of the Northeast Quarter of Section 22, Township 115, Range 19, according to the Government Survey thereof, Dakota County, Minnesota. Abstract Property

THE SURVEYED PROPERTY IS THE SAME PROPERTY AS SHOWN ON OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 696319 HAVING AN EFFECTIVE DATE OF MAY 13, 2024.



VICINITY MAP



FLOOD INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE "X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 27037C0115E, WHICH BEARS AN EFFECTIVE DATE OF 12/02/2011, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. ZONE "X" DENOTES AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

LEGEND

- | | |
|----------------------|--------------------------|
| ELECTRIC TRANSFORMER | FIRE HYDRANT |
| ELECTRIC METER | AUTO SPRINKLER |
| ELECTRIC VAULT | WATER VALVE |
| ELECTRICAL MANHOLE | WATER MANHOLE |
| ELECTRICAL OUTLET | WELL HEAD |
| UTILITY PEDESTAL | MONITOR WELL |
| POWER POLE | IRRIGATION CONTROL VALVE |
| AC UNIT | POST INDICATOR VALVE |
| LIGHT POLE | STORM MANHOLE |
| GROUND LIGHT | STORM INLET SQUARE |
| GUY WIRE | STORM INLET ROUND |
| BOLLARD POST | OVERFLOW STRUCTURE |
| GAS METER | PIPE OUTLET |
| GAS MANHOLE | FLARED END |
| GAS VALVE | SANITARY MANHOLE |
| FLAG POLE | SANITARY CLEAN OUT/PVC |
| MAIL BOX | SOIL BORING |
| SIGN | BILLBOARD |
| UNKNOWN MANHOLE | |
| STORM SEWER | |
| UNDERGROUND GAS | |
| OVERHEAD ELECTRIC | |
| UNDERGROUND ELECTRIC | |

ZONING INFORMATION

ITEM	REQUIRED	CONTACT:
ZONING DESIGNATION		REPORT DATE:
MINIMUM LOT AREA (SQ. FT.)		REPORT #:
MINIMUM FRONTAGE		
MINIMUM LOT WIDTH		
MAX IMPERVIOUS COVERAGE		PARKING REQUIREMENTS:
MAX BUILDING HEIGHT		
MINIMUM SETBACKS		
FRONT		
SIDE		
REAR		

NOTES: ZONING NOT YET PROVIDED BY CLIENT

SIGNIFICANT OBSERVATIONS

- SHED CROSSES ONTO ADJOINING PROPERTY BY UP TO 2.1 FEET.

SURVEYOR'S NOTES

PER TABLE A ITEM 1: MONUMENTS HAVE BEEN PLACED AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY, UNLESS OTHERWISE SHOWN HEREON

PER TABLE A ITEM 2: 13040 AKRON AVENUE WAS DISCLOSED IN DOCUMENTS PROVIDED AND OBSERVED AS POSTED AT THE TIME OF THE SURVEY.

PER TABLE A ITEM 4: PROPERTY CONTAINS: 10.00 ACRES (435,546 SQ. FT.) OF GROSS LAND AREA

PER TABLE A ITEM 5: ELEVATIONS WERE DERIVED USING NAVD88.

PER TABLE A ITEM 8: SUBSTANTIAL ABOVE GROUND FEATURES THAT WERE OBSERVED ON THE SUBJECT PARCEL, SUCH AS PARKING AREAS, DRIVES, WALKS, PLANTERS/LANDSCAPE AREAS AND OTHER, HAVE BEEN LOCATED AS SHOWN HEREON. NOTE: THERE WERE NO OBSERVED SUBSTANTIAL AREAS OF REFUSE ON THE SUBJECT PARCEL PER THE DATE OF THIS SURVEY.

PER TABLE A ITEM 9: THERE ARE 0 STANDARD PARKING SPACES, 0 HANDICAPPED PARKING SPACES, FOR A TOTAL OF 0 PARKING SPACES WITHIN SUBJECT PROPERTY

PER TABLE A ITEM 11: THE SURVEY SHOWS THE LOCATION OF UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY AS DETERMINED BY OBSERVED EVIDENCE COLLECTED PURSUANT TO ALTA SECTION 5, E IV TOGETHER WITH EVIDENCE FROM PLANS REQUESTED BY THE SURVEYOR AND OBTAINED FROM THE UTILITY COMPANIES, OR PROVIDED BY THE CLIENT AND MARKINGS REQUESTED BY THE SURVEYOR PURSUANT TO A 811 UTILITY LOCATE OR SIMILAR REQUEST

PER TABLE A ITEM 13: ADJOINING OWNERSHIP INFORMATION SHOWN HEREON WAS OBTAINED FROM THE DAKOTA COUNTY WEBSITE. OWNERSHIP INFORMATION IS SUBJECT TO REVISION UPON RECEIPT OF A TITLE SEARCH BY A TITLE INSURANCE COMPANY.

PER TABLE A ITEM 16: THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED AT THE TIME OF THE SURVEY.

PER TABLE A ITEM 17: THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AND WE ARE NOT AWARE OF ANY PROPOSED CHANGES IN STREET RIGHT OF WAY LINES.

PER TABLE A ITEM 18: PLOTTABLE OFFSITE APPURTENANT EASEMENTS DISCLOSED IN DOCUMENTS PROVIDED HAVE BEEN SHOWN HERE IF APPLICABLE.

1. BASED ON OBSERVED EVIDENCE ONLY, THE SITE DOES NOT CONTAIN ANY CEMETERIES, BURIAL GROUNDS, OR INDIVIDUAL GRAVE SITES.

2. BASED ON OBSERVED EVIDENCE ONLY THERE IS NO EVIDENCE OF LAKES, CREEKS OR STREAMS WITHIN SUBJECT PROPERTY.

3. ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO: UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, SERVITUDES, AND ENCROACHMENTS, ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.

4. THE RECORD DESCRIPTIONS OF THE SUBJECT PROPERTY FORM A MATHEMATICALLY CLOSED FIGURE WITH NO GAPS, OR GORES.

5. THIS BEARING SYSTEM IS BASED ON DAKOTA COUNTY COORDINATE SYSTEM NAD83.

6. PROPERTY HAS DIRECT AND PHYSICAL ACCESS TO AND FROM AKRON AVENUE, A DULY DEDICATED PUBLIC RIGHT OF WAY.

ALTA/NSPS Land Title Survey

for
JASON PALMBY
NWS Project No. 24694
13040 AKRON AVE,
ROSEMOUNT, MN

BASED UPON TITLE COMMITMENT NO. 696319
OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
BEARING AN EFFECTIVE DATE OF MAY 13, 2024

Surveyor's Certification

To: [TBD]; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6a, 6b, 7a, 7b1, 7c, 8, 9, 13, 14, 16, 17, 18 and 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 06/20/2024.

07/12/2024
DATE

MATTHEW M. BOMSTAD
LICENSE NO.: 57991
IN THE STATE OF MINNESOTA
DATE OF FIELD SURVEY: 06/20/2024
DATE OF LAST REVISION: 07/12/2024
NWS PROJECT NO.: 24694

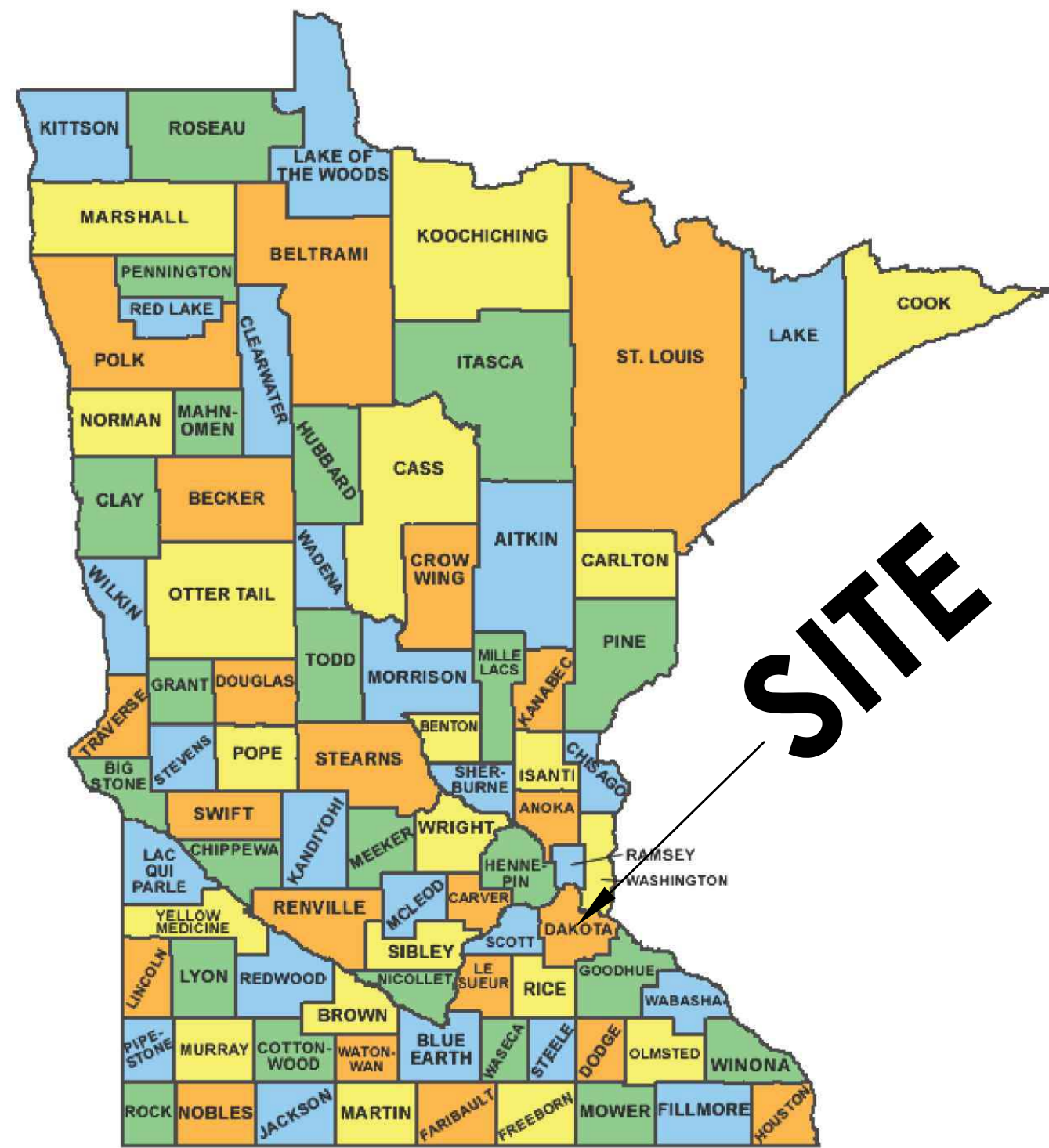
SHEET 1 OF 1

NORTHWESTERN
SURVEYING & ENGINEERING, INC.

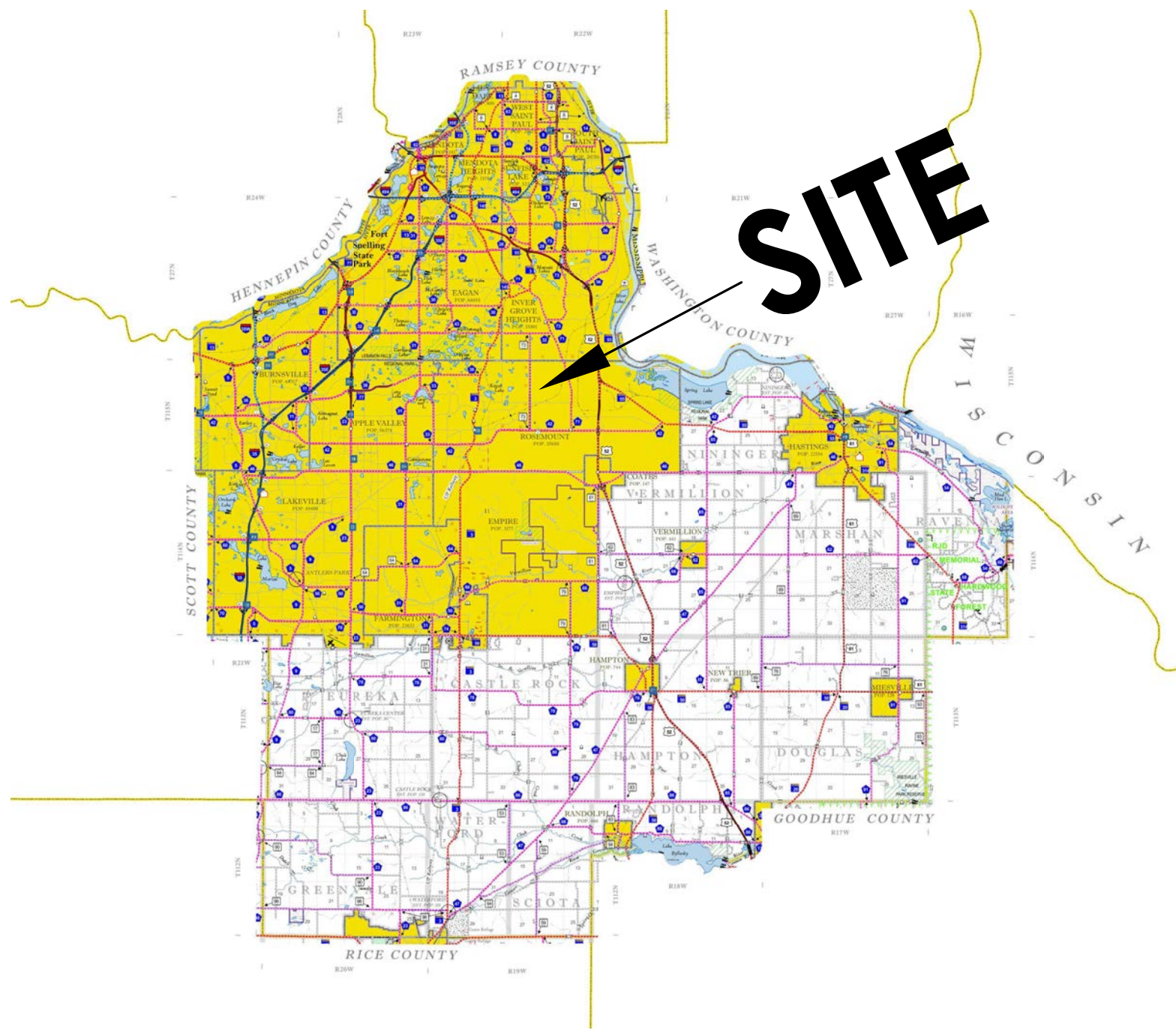
AKRON RIDGE

RESIDENTIAL DEVELOPMENT PROJECT

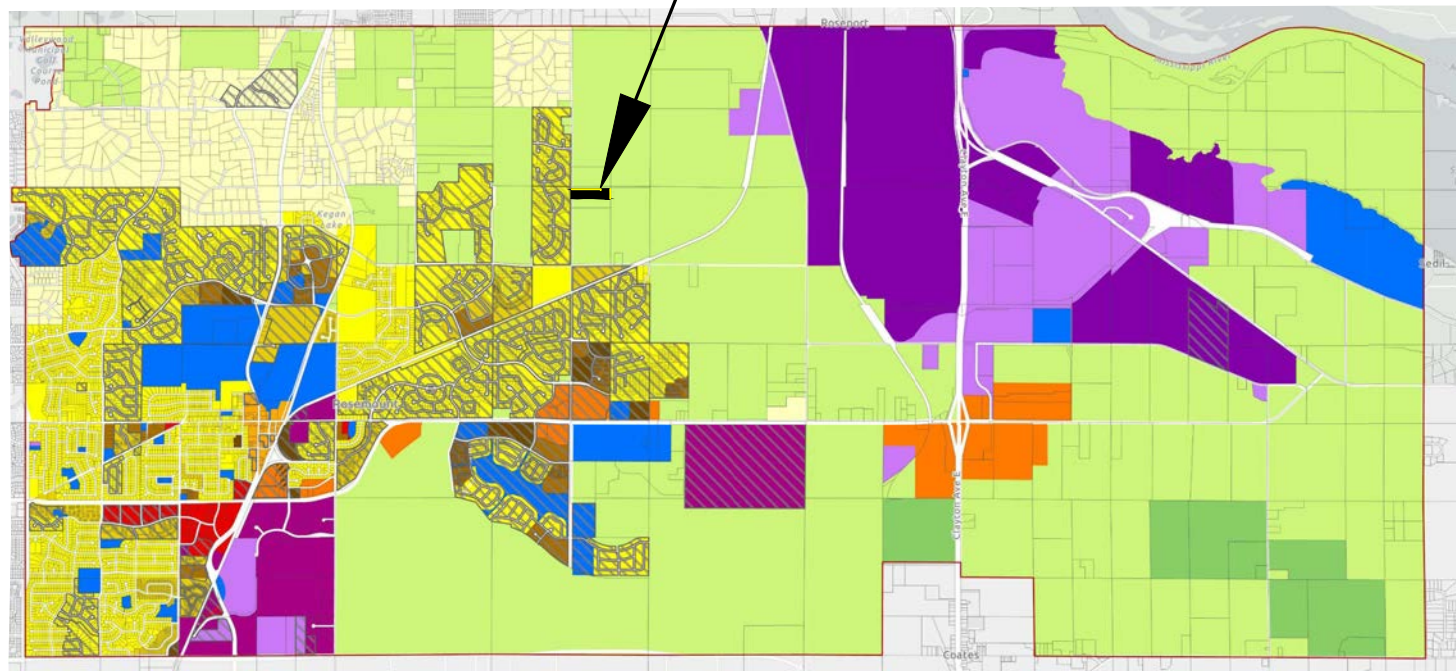
ROSEMOUNT, MN



MINNESOTA



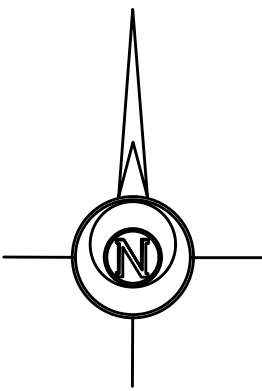
DAKOTA COUNTY



CITY OF ROSEMOUNT



PROJECT LOCATION



SITE

SITE

SITE

INDEX OF CIVIL SITE DRAWINGS:

C0	PROJECT LOCATION PLAN
C1.1	PRELIMINARY PLAT & SITE PLAN
C2.1–C2.2	GRADING PLAN AND RETAINING WALL PLAN
C3.1	SANITARY & WATER UTILITY PLAN
C4.1	STORM SEWER UTILITY PLAN
C5.1	STORM WATER POLLUTION PREVENTION PLAN
C6.1	EXISTING CONDITIONS & REMOVAL PLAN
C7.1–7.2	PROFILES
C8.1–C8.4	DETAILS

OWNER/DEVELOPER:

**Magellan Land
Development**

PO Box 302
Excelsior, MN 55331

Jason Palmby
612-220-6641
jason@palmby.com

PRELIMINARY PLANS FOR

AKRON RIDGE
Residential Development Project
13040 Akron Avenue
Rosemount, Minnesota 55068

PROJECT LOCATION 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: 12/31/24 Reg. No. 24348
PREPARED BY: **CIVIL ENGINEERING**
SITE DESIGN

118 East Broadway St.
PO Box 566
Monticello, Mn 55362
Phone: 763-314-0929
www.civilies.com

REVISIONS

10/31/24 UPDATE STREET PROFILE AND SANITARY DEPTH DATA
11/27/24 UPDATE SITE LAYOUT WITH 4-UNIT BUILDINGS
12/31/24 REVISE SITE LAYOUT FOR LARGER POND

DATE 10/29/24
DRAWN BY SD
DESIGNED BY SD
CHECKED BY SD

VERTICAL SCALE
1 inch = _____ feet

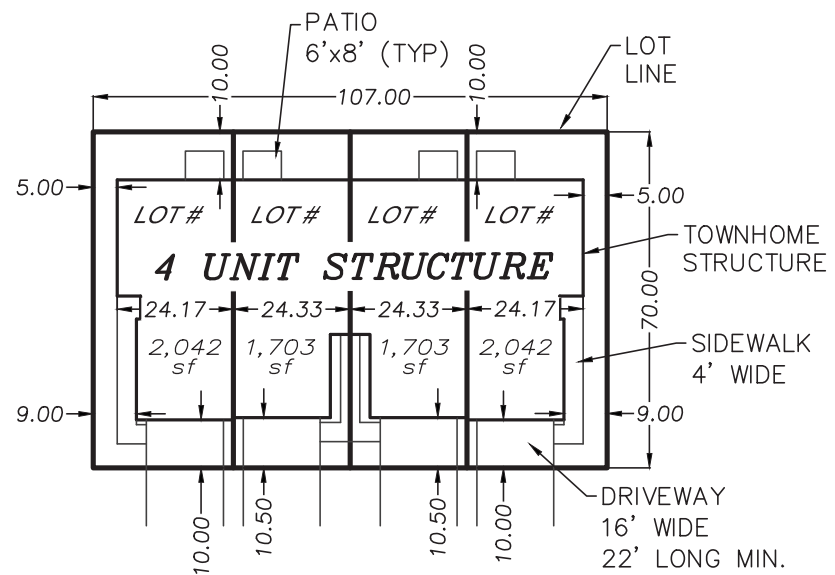
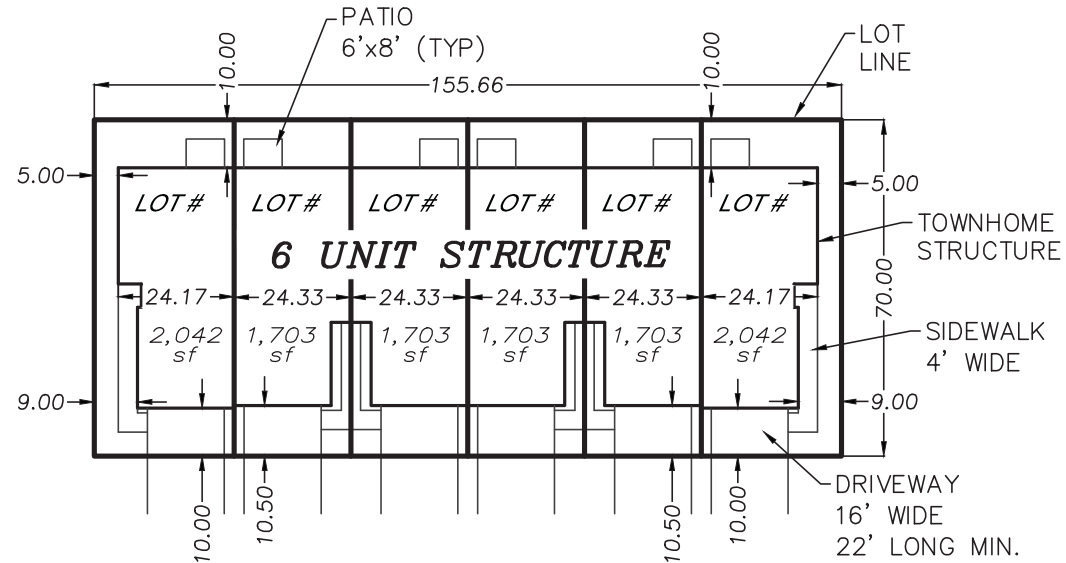
HORIZONTAL SCALE
1 inch = _____ feet
(SEE SHEET 22.1, 30)

FILE NO. 00951

CO

Project Location Plan

TYPICAL LOT DIMENSION LAYOUT



SURVEY DATA

SURVEY INFORMATION PROVIDED BY:

NORTHWESTERN SURVEYING AND ENGINEERING INC.
20980 ROGERS DRIVE SUITE 500
ROGERS, MN 55374

DATED: 07/12/2024

BENCHMARK:
MNDOT 1906 N 5
NGVD88
ELEVATION = 933.059

EXISTING LEGAL DESCRIPTION

THE SOUTH 328.09 FEET OF THE NORTH 394.09 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 115, RANGE 19, ACCORDING TO THE GOVERNMENT SURVEY THEREOF, DAKOTA COUNTY, MINNESOTA.

SITE DATA

EXISTING PARCEL AREA = 435,546 SF = 10.00 AC
EXISTING ROAD R/W = 16,411 SF = 0.38 AC
NET DEVELOPMENT AREA = 419,135 SF = 9.62 AC

EXISTING TOTAL IMPERVIOUS AREA: 24,621 SF (0.56 AC)
PROPOSED TOTAL IMPERVIOUS AREA: 155,312 SF (3.56 AC)
NET ADDITIONAL IMPERVIOUS AREA: 130,691 SF (3.00 AC)
PERCENT TOTAL IMPERVIOUS AREA: 37.0%
(155,312 SF / 419,135 SF)

EXISTING ZONING

A-2 AGRICULTURAL DISTRICT

PROPOSED ZONING

R-3 MEDIUM DENSITY RESIDENTIAL DISTRICT

PROPOSED UNITS / DENSITY

58 UNITS / 9.62 AC = 6.0 UNITS/AC

VISITOR PARKING

58 UNITS x 0.5 STALLS/UNIT = 29 STALL PROVIDED

PROPOSED PHASE SCHEDULE

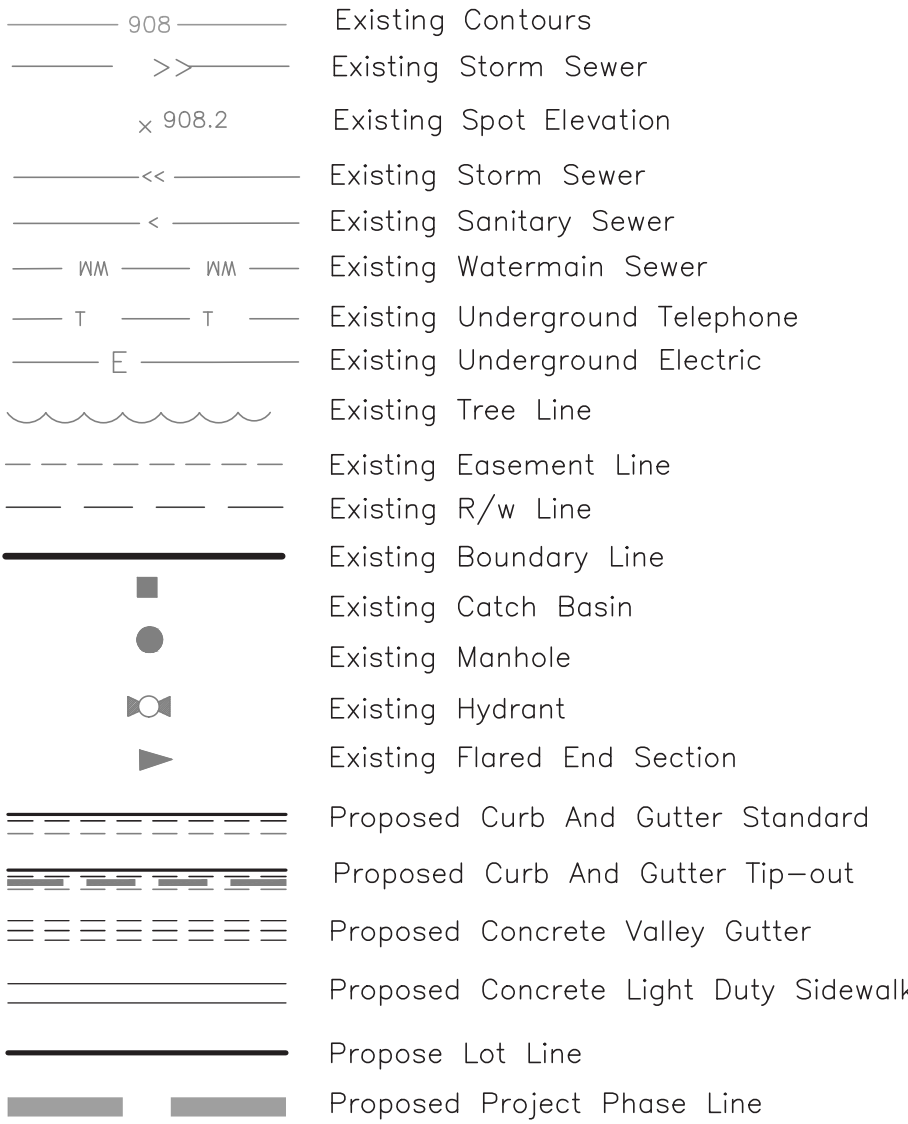
PHASE 1: YEARS: 2025-2026
LOTS 1-30 (30 UNITS)

PHASE 2: YEARS: 2027-2028
LOTS 1-28 (28 UNITS)

NOTE:

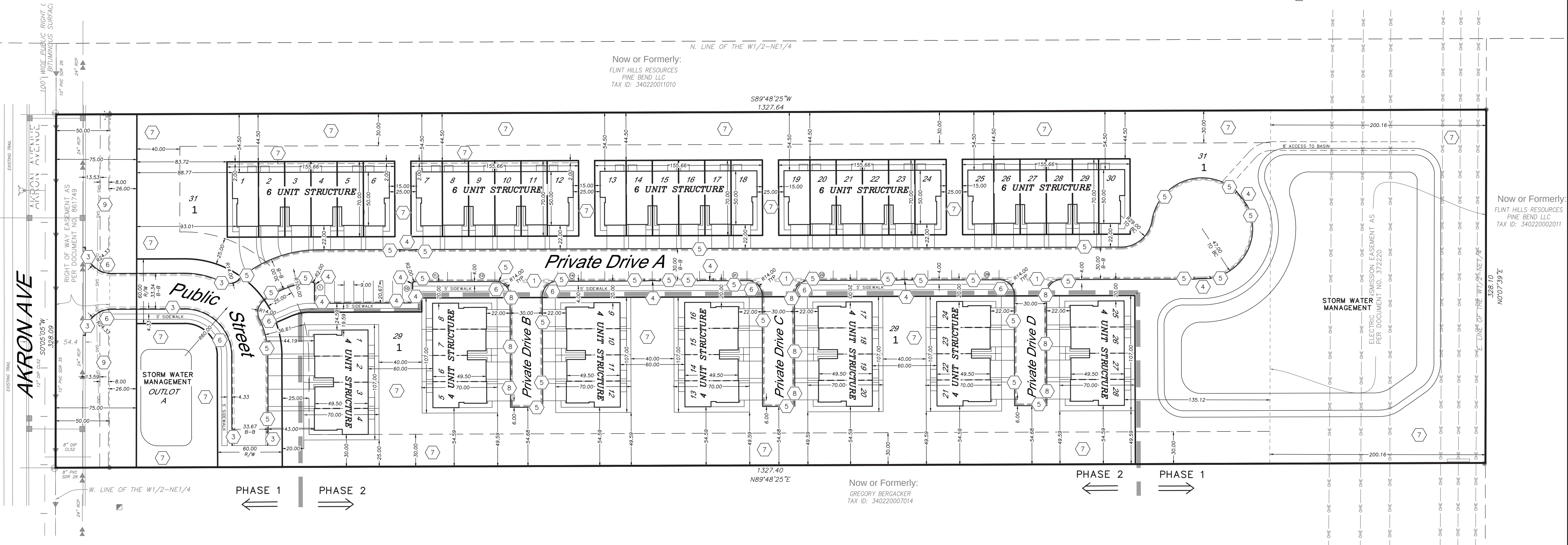
- 1) PROPOSED OUTLOT A, LOT 31 BLOCK 1 (PHASE 1), AND LOT 29 BLOCK 1 (PHASE 2), ARE TO BE PLATTED WITH DRAINAGE AND UTILITY EASEMENT OVER ENTIRE PARCEL.

LEGEND:



KEY NOTES:

- 1) 3 FT CONCRETE VALLEY GUTTER (SEE DETAIL)
2) NONE
3) B618 (6") CONCRETE CURB & GUTTER MIX 3F32 FOR MACHINE PLACEMENT (MnDOT 2461) MIX 3F52 FOR MANUAL PLACEMENT (MnDOT 2461)
4) B612 (6") CONCRETE CURB & GUTTER MIX 3F32 FOR MACHINE PLACEMENT (MnDOT 2461) MIX 3F52 FOR MANUAL PLACEMENT (MnDOT 2461)
5) D412 MODIFY (3") CONCRETE CURB & GUTTER MIX 3F32 FOR MACHINE PLACEMENT (MnDOT 2461) MIX 3F52 FOR MANUAL PLACEMENT (MnDOT 2461)
6) PED RAMP TO COMPLY WITH AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS. REFERENCE MNDOT STANDARD PLAN S-297.250 INCLUDING CONTRASTING DETECTABLE WARNING DEVICES. DEPRESS BACK OF CURB AT RAMP. CONTRACTOR TO RESTORE SIDEWALK TO MATCH EXISTING PAVEMENT SECTION. (SEE DETAILS)
7) DRAINAGE & UTILITY EASEMENT
8) D412 MODIFY TIP-OUT (3") CONCRETE CURB & GUTTER MIX 3F32 FOR MACHINE PLACEMENT (MnDOT 2461) MIX 3F52 FOR MANUAL PLACEMENT (MnDOT 2461)
9) FUTURE 8.0 FT BITUMINOUS TRAIL BY OTHERS



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C6.1 EXISTING CONDITIONS & REMOVAL PLAN
C7.1-7.2 PROFILES
C8.1-C8.4 DETAILS

OWNER/DEVELOPER:

Magellan Land Development

PO Box 302
Excelsior, MN 55331

Jason Palmby
612-220-6641
jason@palmby.com

PRELIMINARY PLANS FOR
AKRON RIDGE
Residential Development Project
13040 Akron Avenue
Rosemount, Minnesota 55068

PRELIMINARY PLAT & SITE PLAN

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Date: 12/31/24 Reg. No. 24348
PREPARED BY: CIVIL ENGINEERING
SITE DESIGN
1118 East Broadway St.
PO Box 566
Monticello, Mn 55362
Phone: 763-314-0929
www.civilieso.com

REVISIONS
10/31/24 UPDATE STREET PROFILE AND SANITARY DEPTH DATA
11/27/24 UPDATE SITE LAYOUT WITH 4-UNIT BUILDINGS
12/31/24 REVISE SITE LAYOUT FOR LARGER POND

DATE 10/29/24

DRAWN BY SD

DESIGNED BY SD

CHECKED BY SD

FILE NO. 00951

C1.1

Preliminary Plat & Site Plan

GENERAL GRADING NOTES:

- Specifications applicable for this project: Current standard specifications for City of Rosemount, MN, and the latest Minnesota Department of Transportation Specifications for Highway Construction and all NPDES requirements except where modified by these contract documents.
- OSHA requirements shall be followed for all work on this project.
- The Contractor shall notify "Gopher State One Call" 48 hours prior to any excavation (1-800-252-1166.)
- The Grading Contractor shall verify all locations and elevations of underground utilities with utility companies prior to any construction, and immediately notify the Engineer of any conflicts.
- Erosion Control shall be constructed, as applicable, as sequenced below:
 - A) Silt Fence.
 - B) Rock Construction Entrance.
 - C) Demolition
 - D) Common excavation (grading).
 - E) Seed and mulch or sod (See notes on Landscape plan).
- Final Plat shall govern for easements and lot dimensions.
- Any erosion control items necessary to protect adjacent properties shall be constructed by the Grading Contractor.
- Erosion control maintenance shall be performed by the Grading Contractor, and removed as per the Contract Documents or as directed by the Engineer, followed by all necessary restoration of disturbed area. This work shall be incidental to the grading contract.
- The Grading Contractor shall schedule the soils engineer to facilitate certification of all controlled fills in a timely fashion. Density tests shall meet the following:
 - A) Within the upper 3' of streets, the Grading Contractor shall utilize approved soils that are within 1% of the optimum moisture content as defined by the Standard Proctor Test-ASTM: D-698 with compaction meeting 100% Standard Proctor Density and not exceeding this compaction by more than 1%. Below the upper 3', compaction shall meet 95% Standard Proctor Density, and be within 3% of the optimum moisture content. Grading tolerances shall be 0.1'.
 - B) Grading tolerances for the remainder of the site shall be 0.25'.
- All areas of unsuitable soils found in the pad described above that cannot be corrected shall be located in the field by the Grading Contractor. The Grading Contractor shall immediately notify the Engineer of these areas and provide information as to their size and location.
- The Grading contractor shall provide positive drainage on the site at all times.
- The Grading Contractor shall keep public streets and travel ways clear of soil and debris. Daily cleaning at the construction entrance shall be performed, especially at the end of each day's work.
- All silt fence shall be removed at project completion.
- All erosion control best management practices shall be per City standards.
- Coordinate grading in electrical easement with utility provider.

SURVEY DATA

SURVEY INFORMATION PROVIDED BY:

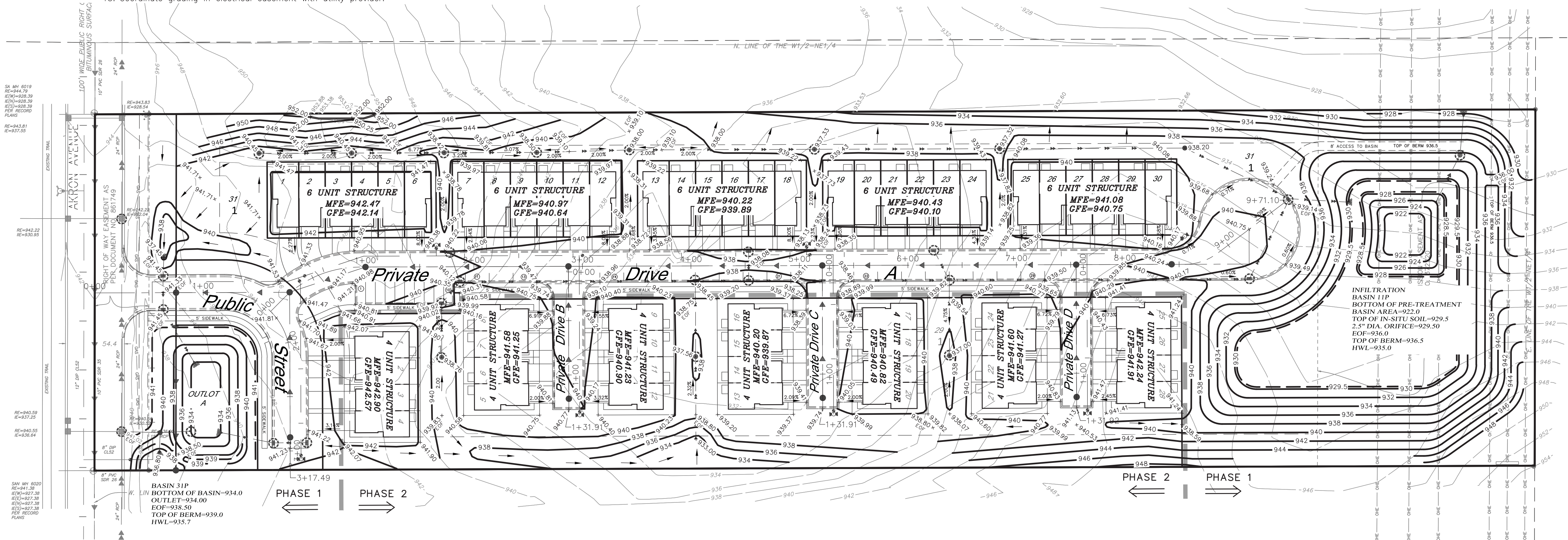
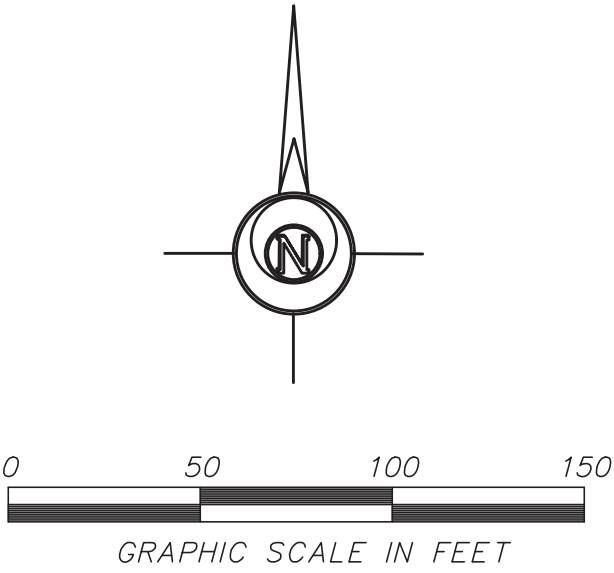
NORTHWESTERN SURVEYING AND ENGINEERING INC.
20980 ROGERS DRIVE SUITE 500
ROGERS, MN 55374

DATED: 07/12/2024

BENCHMARK:
MNDOT 1906 N 5
NGVD88
ELEVATION = 933.059

LEGEND:

- Existing Contours
- Existing Storm Sewer
- Existing Spot Elevation
- Proposed Contours
- Proposed Storm Sewer
- Proposed Spot Elevation
- Flow Direction
- Proposed Storm Sewer Inlet Protection
- Proposed Garage Elevation
- Proposed Main Floor Elevation



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| C7.1-7.2 | PROFILES |
| C8.1-C8.4 | DETAILS |

OWNER/DEVELOPER:

Magellan Land Development

PO Box 302
Excelsior, MN 55331

Jason Palmby
612-220-6641
jason@palmby.com

PRELIMINARY PLANS FOR
AKRON RIDGE
Residential Development Project
13040 Akron Avenue
Rosemount, Minnesota 55068
GRADING & DRAINAGE 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: 12/31/24 Reg. No. 24348
PREPARED BY: CIVIL ENGINEERING SITE DESIGN
1118 East Broadway St.
PO Box 566
Monticello, Mn 55362
Phone: 763-314-0929
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DATE 10/29/24

DRAWN BY SD

DESIGNED BY SD

CHECKED BY SD

FILE NO. 00951

C2.1

Grading & Drainage Plan

SURVEY DATA

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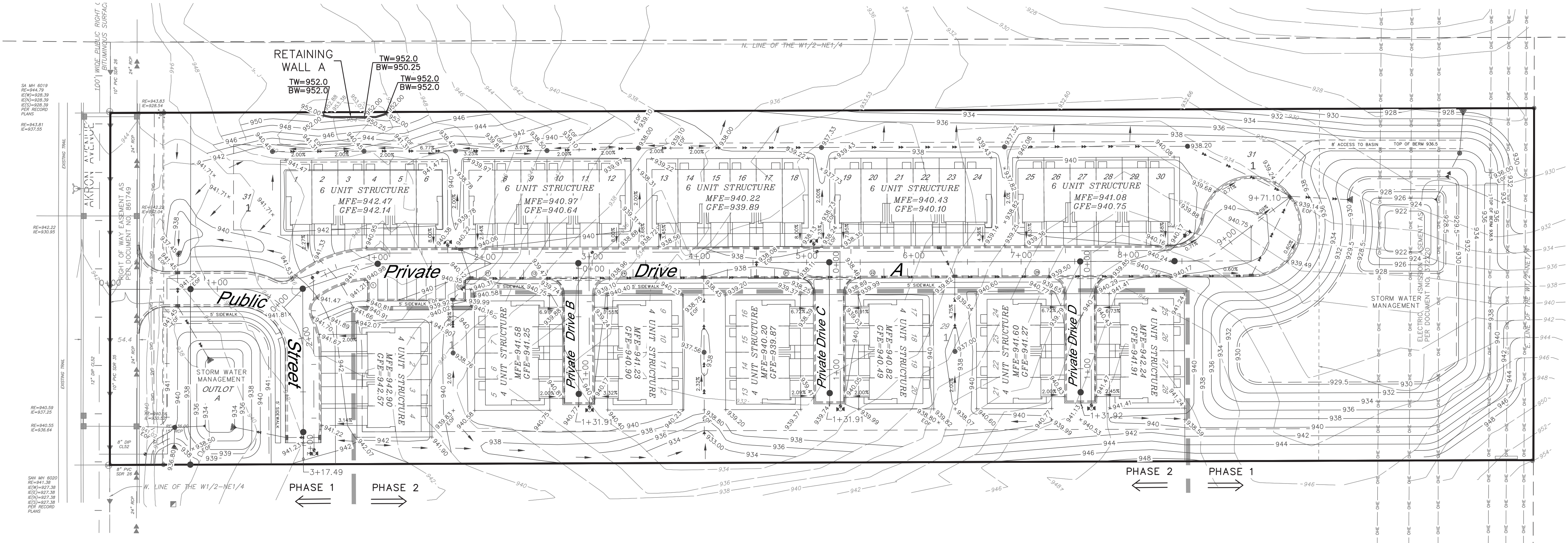
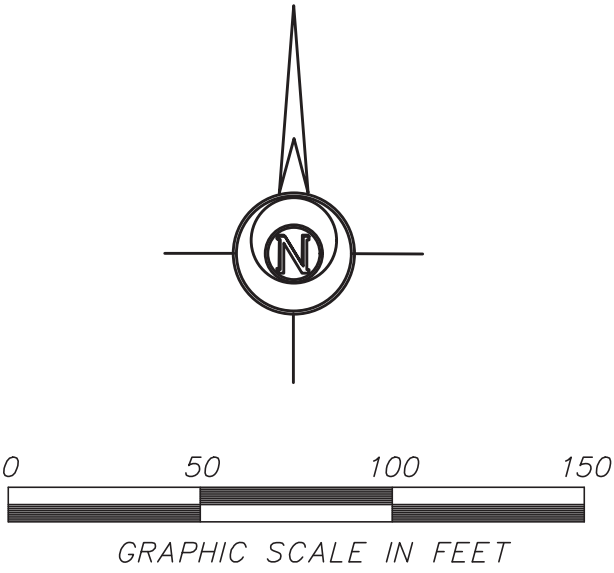
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20980 ROGERS DRIVE SUITE 500
ROGERS, MN 55374

DATED: 07/12/2024

BENCHMARK:
MNDOT 1906 N 5
NGVD88
ELEVATION = 933.059

LEGEND:

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OWNER/DEVELOPER:

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Excelsior, MN 55331

Jason Palmby
612-220-6641
jason@palmby.com

PRELIMINARY PLANS FOR

AKRON RIDGE
Residential Development Project

13040 Akron Avenue
Rosemount, Minnesota 55068

RETAINING WALL 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: 12/31/24 Reg. No. 24348

PREPARED BY: CIVIL ENGINEERING
SITE DESIGN

118 East Broadway St.
PO Box 566
Monticello, Mn 55362
Phone: 763-314-0929
www.civiliesd.com

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VERTICAL SCALE
1 inch = feet

HORIZONTAL SCALE
1 inch = feet
(SEE SHEET 22.1, 30)

DATE 10/29/24

DRAWN BY SD

DESIGNED BY SD

CHECKED BY SD

FILE NO. 00951

C2.2

Retaining Wall Plan

GENERAL UTILITY NOTES:

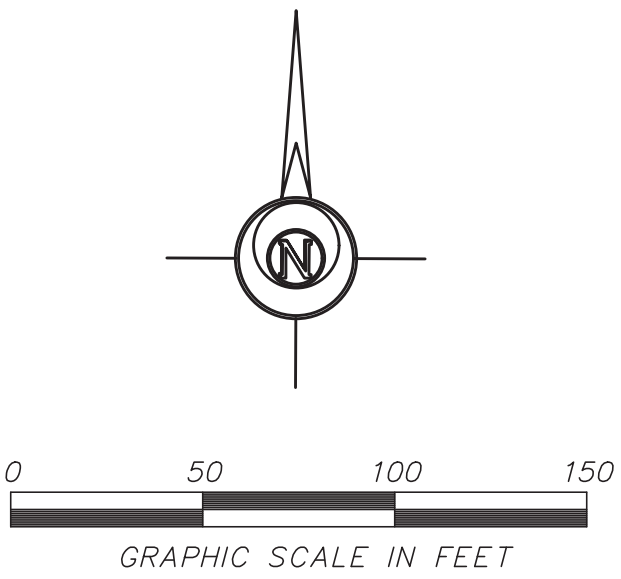
- SPECIFICATIONS APPLICABLE FOR THIS PROJECT: CURRENT STANDARD SPECIFICATIONS FOR THE CITY OF ROSEMOUNT AND THE LATEST VERSION OF THE STANDARD UTILITY SPECIFICATIONS BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
- OSHA REQUIREMENTS SHALL BE FOLLOWED FOR ALL WORK ON THIS PROJECT.
- THE CONTRACTOR SHALL NOTIFY GOPHER STATE ONE CALL 48 HOURS PRIOR TO ANY EXCAVATION.
- THE CONTRACTOR SHALL VERIFY ALL LOCATIONS AND ELEVATIONS OF UNDERGROUND UTILITIES WITH UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION AND IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND FACILITIES TO ALLOW PROPER FUNCTIONING DURING AND AFTER CONSTRUCTION. ANY REQUIRED SUPPORTING STRUCTURES SHALL BE SUPPLIED BY THE CONTRACTOR AS WORK INCIDENTAL TO THE CONTRACT.
- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS BETWEEN EXISTING UTILITIES AND THE PROPOSED CONSTRUCTION. THE ENGINEER WILL COORDINATE WITH THE UTILITY COMPANY IN QUESTION TO DETERMINE THE NEED FOR RELOCATION OF THE EXISTING UTILITY.
- EXISTING CONDITIONS SUCH AS SAND IN MANHOLES OR VALVE BOXES SHALL BE IDENTIFIED BY THE CONTRACTOR AND THESE SHALL BE REPORTED TO THE ENGINEER PRIOR TO EXCAVATION BY THE CONTRACTOR. ONCE CONSTRUCTION HAS BEGUN, ALL DAMAGE TO UNDERGROUND UTILITIES WILL BE ASSUMED TO HAVE BEEN CAUSED BY THE CONTRACTOR. ANY REPAIRS NECESSARY SHALL BE PERFORMED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
- FINAL PLAT SHALL GOVERN FOR EASEMENTS AND LOT LINES.
- THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AND PROJECT ENGINEER 48 HOURS PRIOR TO STARTING WORK OR AS REQUIRED BY THE LOCAL JURISDICTION OR BE SUBJECT TO BEING SHUT DOWN.
- THE CONTRACTOR SHALL PRESERVE AND PROTECT THE MARKERS AND MONUMENTS SET FOR THE SUBDIVISION OF THE LAND.
- THE CONTRACTOR SHALL SCHEDULE THE SOILS ENGINEER TO FACILITATE CERTIFICATION OF ALL CONTROLLED FILLS IN A TIMELY MANNER. DENSITY TESTS SHALL MEET THE FOLLOWING:
 - WITHIN THE UPPER 3' OF STREETS OR PAVEMENT, THE GRADING CONTRACTOR SHALL UTILIZE APPROVED SOILS THAT ARE WITHIN 1% OF THE OPTIMUM MOISTURE CONTENT AS DEFINED BY ASTM D-698 STANDARD PROCTOR TEST MEETING 100% STANDARD PROCTOR DENSITY AND NOT EXCEEDING THIS COMPACTION BY MORE THAN 1% BELOW THE UPPER 3', COMPACTION SHALL MEET 95% STANDARD PROCTOR DENSITY AND BE WITHIN 3% OF THE OPTIMUM MOISTURE CONTENT. GRADING TOLERANCES SHALL AVERAGE 0.1', BUT SHALL NOT BE CONSISTENTLY HIGH OR LOW.
 - GRADING TOLERANCES FOR THE REMAINDER OF THE SITE SHALL BE 0.15'.
- THE OWNER SHALL PAY FOR ALL TESTING OF SOILS COMPACTION. ANY AREAS WHICH FAIL TO MEET THE ABOVE STANDARDS SHALL BE CORRECTED AND RE-TESTED BY THE OWNER'S TESTING AGENCY AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL PROVIDE TEMPORARY TRAFFIC CONTROL AS NEEDED IN COMPLIANCE WITH MnDOT TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS FIELD MANUAL (CURRENT VERSION) FOR CONSTRUCTION ADJACENT TO TRAVEL WAYS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF THE DEPTH OF EXISTING UTILITIES LISTED ON THIS PLAN PRIOR TO ORDERING OF ANY FITTINGS, STRUCTURES, CASTINGS, ETC. ENGINEER AND OWNER SHALL NOT BE RESPONSIBLE FOR ANY DISCREPANCIES FOUND AS DEPTHS ARE ESTIMATED.
- CONTRACTOR TO COMPLY WITH ALL REGULATORY AGENCY PERMIT CONDITIONS FOR PERMITS OBTAINED BY THE OWNER AND FOR PERMITS OBTAINED BY THE GENERAL CONTRACTOR.
- ALL WORK PERFORMED AND MATERIALS USED FOR CONSTRUCTION OF UTILITIES MUST CONFORM TO THE CITY OF ROSEMOUNT STANDARD SPECIFICATIONS AND DETAILS.

SANITARY AND WATER UTILITY NOTES:

- ALL STATIONS FOR SANITARY SEWER SERVICES AS SHOWN ON THE PLANS ARE TO THE SANITARY SEWER SERVICE WYES WITH THE DOWNSTREAM MANHOLE BEING 0+00, UNLESS OTHERWISE NOTED.
- ALL STATIONS FOR WATER SERVICES AS SHOWN ON THE PLANS ARE TO CORPORATIONS AT WATERMAIN IN THE STREET AND BASED ON CENTERLINE ROADWAY STATIONING.
- ALL SANITARY SEWER SERVICE MATERIALS ARE 4" PVC SDR 26.
- ALL WATER SERVICES ARE 1" (TYPE K) COPPER TUBING.
- SANITARY AND WATER SERVICE PIPES MAY BE INSTALLED IN THE SAME TRENCH PARALLEL WITH 3.0 FEET HORIZONTAL SEPARATION, AND WATER SERVICE ON A BENCH A MINIMUM 18 INCHES ABOVE THE TOP OF SANITARY SEWER SERVICE.
- SANITARY SERVICE ELEVATION IS INVERT IN PROXIMITY TO WATER SERVICE CURB STOP FOR EXISTING AND PROPOSED SERVICES. EXISTING SANITARY SERVICE ELEVATIONS.
- CONTRACTOR TO ADJUST EXISTING WATER CURB STOP BOX ELEVATIONS TO GRADE.
- CONTRACTOR TO CONFIRM NEW/PROPOSED SANITARY SEWER SERVICE LINES ARE INSTALLED AT 2.00% GRADE MINIMUM OR GREATER, UNLESS OTHERWISE NOTED.
- ALL NEW/PROPOSED CURB BOXES ARE LOCATED AT A LOCATION 10' PAST PROPERTY LINE UNLESS NOTED OTHERWISE ON PLAN.
- CONTRACTOR TO CONFIRM MINIMUM SEPARATION OF 18" BETWEEN ALL STORM SEWER, SANITARY SEWER, AND WATERMAIN. PROVIDE INSULATION AT ALL SEPARATIONS LESS THAN 2.0 FT, EXCLUDE INSULATION AT ALL SEPARATIONS 2.0 FT OR GREATER.
- ALL STRUCTURE INVERTS ARE REFERENCED TO DIRECTION. EXAMPLE: IE(W)=WEST INVERT ELEVATION.
- ALL MANHOLE RIMS IN PAVED AREAS SHALL BE DEPRESSED 0.05 FEET LOWER THAN FINISHED PAVEMENT GRADE.
- ALL WATERMAIN DIP FITTINGS, VALVE BOXES, AND HYDRANTS ARE WRAPPED IN POLYETHYLENE ENCASUREMENT MATERIAL.
- PVC PIPE CROSSING OVER WATERMAIN PIPE SHALL BE ASTM D 1785, ASTM D 2241, OR AWWA C900.
- ALL WATERMAIN DIP MATERIALS AND STEEL MATERIALS ARE TO BE AMERICAN MADE.
- TRACER WIRE IS TO BE INSTALLED ALONG ALL WATERMAIN PER CITY STANDARDS.
- ALL CONSTRUCTION SHALL CONFORM TO THE CITY STANDARD SPECIFICATIONS AND DETAILS.
- WATERMAIN AND SERVICE LINE INSTALLATION TO COMPLY WITH THE REQUIREMENTS OF SECTION 2611 OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), 2018 SPECIFICATIONS OR CURRENT EDITION.
- ALL SANITARY SEWER SERVICE INVERTS ARE AT END OF PIPE AS SHOWN ON PLAN.
- INSULATION TO BE PROVIDED FOR ALL SANITARY SEWER MAIN AND SERVICES WITH 6.0 FT DEPTH OF COVER OR LESS.

LEGEND:

- | | | | |
|--|--------------------------------|--|-----------------------------|
| | Existing Contours | | Existing Boundary Line |
| | Existing Storm Sewer | | Existing Catch Basin |
| | Existing Spot Elevation | | Existing Manhole |
| | Existing Storm Sewer | | Existing Hydrant |
| | Existing Sanitary Sewer | | Existing Flared end Section |
| | Existing Watermain Sewer | | Proposed Street R/W |
| | Existing Underground Telephone | | Proposed Lot Line |
| | Existing Underground Electric | | Proposed Setback |
| | Existing Tree Line | | Proposed Easement |
| | Existing R/W Line | | Proposed Sanitary Sewer |
| | Existing Easement | | Proposed Water Main |
| | | | Proposed Storm Sewer |



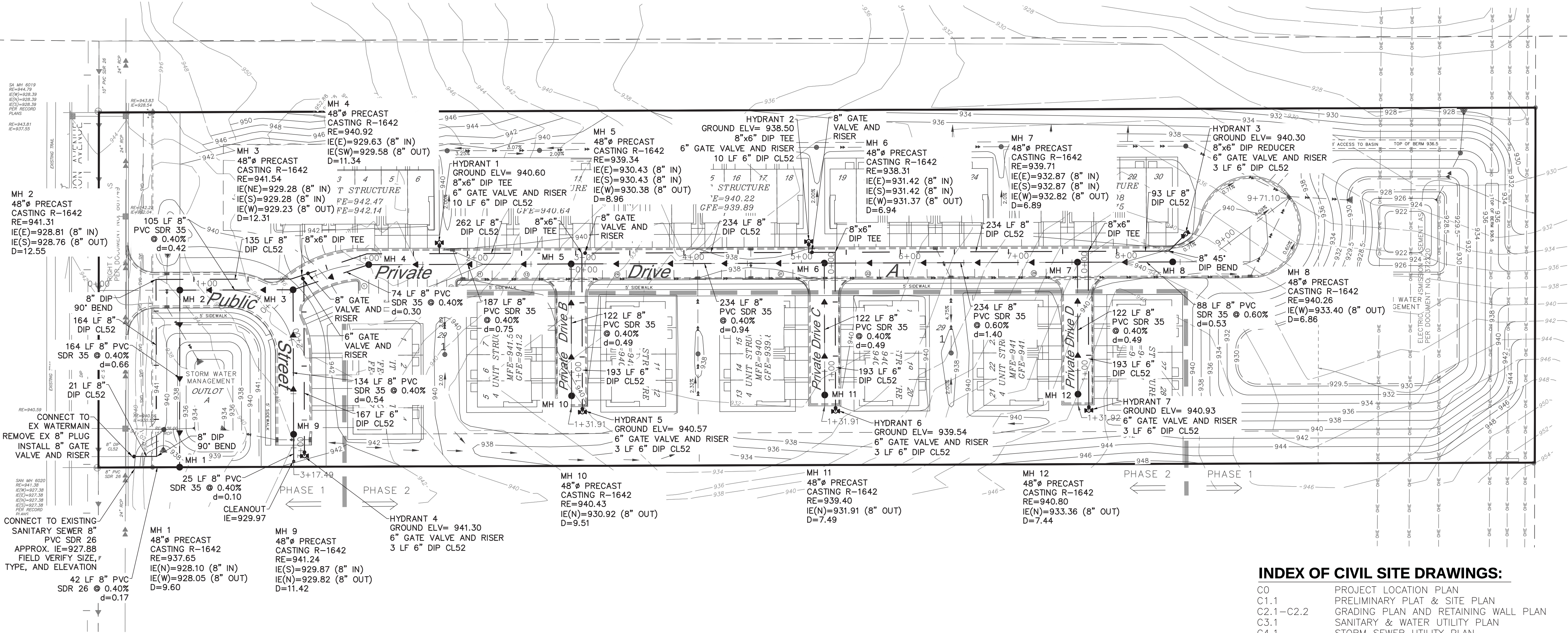
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Rosemount, Minnesota 55068
SANITARY & WATER UTILITY PLAN

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: 12/31/24 Reg. No. 24348

PREPARED BY: CIVIL ENGINEERING

SITE DESIGN

118 East Broadway St.
PO Box 566
Monticello, Mn 55362
Phone: 763-314-0929
www.civilieso.com

REVISIONS
10/31/24 UPDATE STREET PROFILE AND SANITARY DEPTH DATA
11/27/24 UPDATE SITE LAYOUT WITH 4-UNIT BUILDINGS
12/31/24 REVISE SITE LAYOUT FOR LARGER POND

DATE 10/29/24

DRAWN BY SD

DESIGNED BY SD

CHECKED BY SD

FILE NO. 00951

C3.1

Sanitary & Water
Utility Plan

GENERAL UTILITY NOTES

1. SPECIFICATIONS APPLICABLE FOR THIS PROJECT: CURRENT STANDARD SPECIFICATIONS FOR THE CITY OF ROSEMOUNT AND THE LATEST VERSION OF THE STANDARD UTILITY SPECIFICATIONS BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
2. OSHA REQUIREMENTS SHALL BE FOLLOWED FOR ALL WORK ON THIS PROJECT.
3. THE CONTRACTOR SHALL NOTIFY GOPHER STATE ONE CALL 48 HOURS PRIOR TO ANY EXCAVATION.
4. THE CONTRACTOR SHALL VERIFY ALL LOCATIONS AND ELEVATIONS OF UNDERGROUND UTILITIES WITH UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION AND IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS.
5. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND FACILITIES TO ALLOW PROPER FUNCTIONING DURING AND AFTER CONSTRUCTION. ANY REQUIRED SUPPORTING STRUCTURES SHALL BE SUPPLIED BY THE CONTRACTOR AS WORK INCIDENTAL TO THE CONTRACT.
6. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS BETWEEN EXISTING UTILITIES AND THE PROPOSED CONSTRUCTION. THE ENGINEER WILL COORDINATE WITH THE UTILITY COMPANY IN QUESTION TO DETERMINE THE NEED FOR RELOCATION OF THE EXISTING UTILITY.
7. EXISTING CONDITIONS SUCH AS SAND IN MANHOLES OR VALVE BOXES SHALL BE IDENTIFIED BY THE CONTRACTOR AND THESE SHALL BE REPORTED TO THE ENGINEER PRIOR TO EXCAVATION BY THE CONTRACTOR. ONCE CONSTRUCTION HAS BEGUN, ALL DAMAGE TO UNDERGROUND UTILITIES WILL BE ASSUMED TO HAVE BEEN CAUSED BY THE CONTRACTOR. ANY REPAIRS NECESSARY SHALL BE PERFORMED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
8. FINAL PLAT SHALL GOVERN FOR EASEMENTS AND LOT LINES.
9. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AND PROJECT ENGINEER 48 HOURS PRIOR TO STARTING WORK OR AS REQUIRED BY THE LOCAL JURISDICTION OR BE SUBJECT TO BEING SHUT DOWN.
10. THE CONTRACTOR SHALL PRESERVE AND PROTECT THE MARKERS AND MONUMENTS SET FOR THE SUBDIVISION OF THE LAND.
11. THE CONTRACTOR SHALL SCHEDULE THE SOILS ENGINEER TO FACILITATE CERTIFICATION OF ALL CONTROLLED FILLS IN A TIMELY MANNER. DENSITY TESTS SHALL MEET THE FOLLOWING:
- A. WITHIN THE UPPER 3' OF STREETS OR PAVEMENT, THE GRADING CONTRACTOR SHALL UTILIZE APPROVED SOILS THAT ARE WITHIN 1% OF THE OPTIMUM MOISTURE CONTENT AS DEFINED BY ASTM D-698 STANDARD PROCTOR TEST MEETING 100% STANDARD PROCTOR DENSITY AND NOT EXCEEDING THIS COMPACTION BY MORE THAN 1%. BELOW THE UPPER 3', COMPACTION SHALL MEET 95% STANDARD PROCTOR DENSITY AND BE WITHIN 3% OF THE OPTIMUM MOISTURE CONTENT. GRADING TOLERANCES SHALL AVERAGE 0.1', BUT SHALL NOT BE CONSISTENTLY HIGH OR LOW.
- B. GRADING TOLERANCES FOR THE REMAINDER OF THE SITE SHALL BE 0.15'.

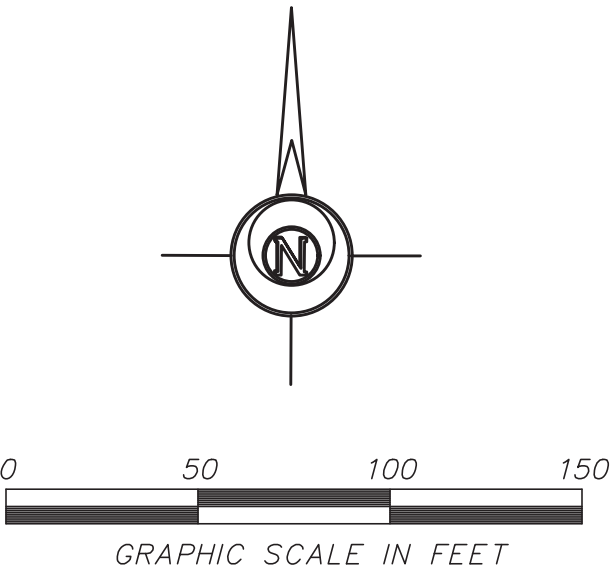
12. THE OWNER SHALL PAY FOR ALL TESTING OF SOILS COMPACTION. ANY AREAS WHICH FAIL TO MEET THE ABOVE STANDARDS SHALL BE CORRECTED AND RE-TESTED BY THE OWNER'S TESTING AGENCY AT THE CONTRACTOR'S EXPENSE.
13. CONTRACTOR SHALL PROVIDE TEMPORARY TRAFFIC CONTROL AS NEEDED IN COMPLIANCE WITH MNDOT TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS FIELD MANUAL (CURRENT VERSION) FOR CONSTRUCTION ADJACENT TO TRAVEL WAYS.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF THE DEPTH OF EXISTING UTILITIES LISTED ON THIS PLAN PRIOR TO ORDERING OF ANY FITTINGS, STRUCTURES, CASTINGS, ETC. ENGINEER AND OWNER SHALL NOT BE RESPONSIBLE FOR ANY DISCREPANCIES FOUND AS DEPTHS ARE ESTIMATED.
15. CONTRACTOR TO COMPLY WITH ALL REGULATORY AGENCY PERMIT CONDITIONS FOR PERMITS OBTAINED BY THE OWNER AND FOR PERMITS OBTAINED BY THE GENERAL CONTRACTOR.
16. ALL WORK PERFORMED AND MATERIALS USED FOR CONSTRUCTION OF UTILITIES MUST CONFORM TO THE CITY OF ROSEMOUNT STANDARD SPECIFICATIONS AND DETAILS.

STORM SEWER UTILITY NOTES:

1. ALL MANHOLE CASTINGS IN PAVEMENT SHALL BE SUMPED 0.05'. ALL CATCHBASIN CASTINGS IN CURB SHALL BE SUMPED 0.17'. RIM ELEVATIONS SHOWN ON PLAN REFLECT SUMPED ELEVATIONS.
2. CASTINGS SHALL BE NEENAH R-1733 FOR MANHOLES, R-3067 FOR CATCH BASINS, AND R-4342 FOR YARD INLET (OR EQUIVALENT).
3. ALL STORM SEWER IN LAWN AREAS SHALL BE HDPE DUAL WALL PIPE AND UNDERNEATH ROADWAY PAVEMENT AREAS SHALL BE CLASS 5 REINFORCED CONCRETE PIPE (RCP) WITH WATER TIGHT JOINTS UNLESS NOTED OTHERWISE.
4. ALL FLARED END SECTIONS SHALL BE FITTED WITH GALVANIZED TRASH GUARDS.

LEGEND:

- Existing Contours
Existing Storm Sewer
Existing Spot Elevation
Existing Storm Sewer
Existing Sanitary Sewer
Existing Watermain Sewer
Existing Underground Telephone
Existing Underground Electric
Existing Tree Line
Existing R/W Line
Existing Easement
- Existing Boundary Line
Existing Catch Basin
Existing Manhole
Existing Hydrant
Existing Flared end Section
Proposed Street R/W
Proposed Lot Line
Proposed Setback
Proposed Easement
Proposed Sanitary Sewer
Proposed Water Main
Proposed Storm Sewer



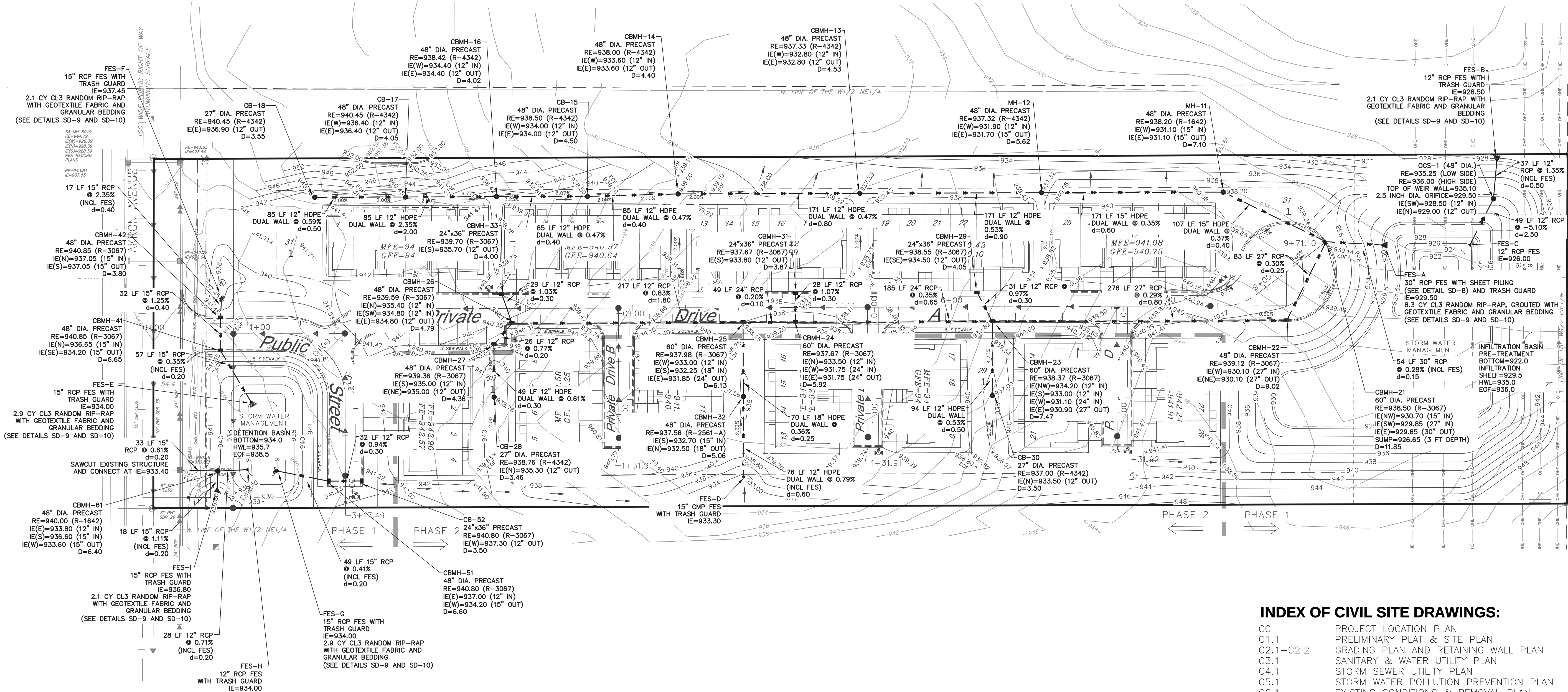
SURVEY DATA

SURVEY INFORMATION PROVIDED BY:

NORTHWESTERN SURVEYING AND ENGINEERING INC.
20980 ROGERS DRIVE SUITE 500
ROGERS, MN 55374

DATED: 07/12/2024

BENCHMARK:
MNDOT 1906 N 5
NGVD88
ELEVATION = 933.059



INDEX OF CIVIL SITE DRAWINGS:

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C6.1 EXISTING CONDITIONS & REMOVAL PLAN
C7.1-7.2 PROFILES
C8.1-C8.4 DETAILS

OWNER/DEVELOPER:

Magellan Land Development

PO Box 302
Excelsior, MN 55331

Jason Palmby
612-220-6641
jason@palmby.com

PRELIMINARY PLANS FOR
AKRON RIDGE
Residential Development Project
13040 Akron Avenue
Rosemount, Minnesota 55068
STORM SEWER UTILITY PLAN

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C4.1

Storm Sewer
Utility Plan

SWPPP NARRATIVE

This residential site project construction will consist of site clearing, grading, utilities, and streets. Construction is planned for 2025–2027.

First, perimeter silt fence and rock construction entrance shall be installed. Then site work shall commence. The contractor shall dispose all debris off-site within 24 hours. Then the site can be graded, utilities installed, including gas, electric, and communication utilities, buildings constructed, curbing and pavements installed, final grade tolerance, and landscape final stabilization. Once final grade is established and certified, the site shall be stabilized with seed and mulch or sod. Once vegetation is established, temporary erosion control measures shall be removed.

POLLUTION PREVENTION NOTES

Solid waste: collected sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction debris and other wastes must be disposed of properly off-site and must comply with MPCA requirements.

Hazardous materials: oils, gasoline, paint, and any hazardous substance must be properly stored, including secondary containment, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal must be in compliance with MPCA regulations.

External washing of trucks or other construction vehicles is not allowed on site. No engine degreasing is allowed on site. No concrete washouts are allowed on site.

Concrete truck washout is not to be allowed on site unless washout waste is contained with no discharge to ground surface or site drainage facilities. Containment systems are to be located a minimum 50 feet away from drainage facilities and watercourses. Containment systems shall have an impermeable liner. Containment system shall be clearly marked with signage.

All sanitary waste must be collected from portable toilet units on site by a licensed waste management contractor. The units must be secured and shall be maintained on a regular basis as needed to prevent overfilling.

DESIGN CALCULATIONS

Design calculations, including soil types are on file with: Civil Engineering Site Design

SWPPP Designer: Scott Dohike (Expires 2025)

EROSION CONTROL NOTES

- All devices necessary to control erosion and sediment (i.e. perimeter silt fence, rock construction entrances, swales, ponds, berms, ETC.) shall be installed prior to any other construction operations.
- After completion of final grading, exposed soils must be permanently stabilized within 7 days. Stabilization shall consist of disc-anchored seed & mulch, HECF with fiber reinforced matrix, erosion blanket with seed, or sod.
- The site must be kept in a well drained condition at all times. The contractor shall be responsible for temporary ditches, or other means necessary to ensure proper drainage. The building pad must be provided with a positive outflow. This work shall be incidental to the grading contract.
- Entering/exiting of the site shall occur only at rock construction entrance to reduce tracking of dirt onto paved streets. Sediment tracked onto streets during working hours must be reclaimed via street scraping and sweeping at the end of each working day.
- Stormwater discharge pipe outlet energy dissipation shall be provided by rip-rap with size, quantity, and placement in accordance with City standards. Rip-rap installation shall be within 24 hours of pipe installation.
- Install silt fence around all temporary inactive stockpiles which are not place within existing silt fence area or other perimeter erosion controls.
- Stabilization of temporary or permanent drainage ditches that drain water from the construction site must be initiated within 24 hours of connecting the drainage ditch to any storm water conveyance system and must be completed using erosion blanket.
- Sufficient personnel, equipment, and materials shall be mobilized within 24 hours of written order (i.e. email) by the owner or owners representative to conduct corrective work and install temporary erosion control work in the case of an emergency.

VEGETATION GROUND COVER SCHEDULE

- Stabilization of all exposed soil areas must be initiated immediately but in no case completed later than seven (7) days after the construction activity in that portion of the site has temporarily or permanently ceased. Seeding and mulching shall conform to the latest NPDES requirements for installation schedule with regards to grading.
- Permanent turf ground cover shall include all disturbed areas be covered with a minimum 6" topsoil. Turf seed to be MnDOT mix 25-141 applied at 59 lbs/ac with MnDOT Type 3 mulch to be applied at 2 tons/ac and disc anchored in areas not covered by sod or erosion blanket. Seeding and mulching shall conform to the latest NPDES requirements for installation schedule with regards to grading.
- Temporary ground cover to be MnDOT seed mix 22-111 shall be applied at 31 lbs/ac, or equivalent as approved by City. MnDOT Type 1 mulch shall be applied at 2 tons/ac and disc anchored in areas not covered by sod or erosion blanket. Fertilizer for turf shall be MnDOT Type 3 22-5-10 and applied at 350 lb/ac. Disc fertilizer into top 3" of soil. Fertilizer. Specification reference is MnDOT 2574.
- Dormant seed mix shall be used after November 1 or when temperatures do not exceed 40° F, using same rates specified above. No seed shall be placed on snow or ice greater than 2" in depth.
- Any seeded areas that do not become established with vegetation shall be re-seeded at Contractor's expense.
- Erosion blanket shall be installed in seed areas with ground surface slopes of 4H:1V or steeper.

EROSION CONTROL INSTALLATION SCHEDULE

- Silt fence shall be installed or restored prior to any construction. Silt fence shall be located as shown to intercept runoff. The area located beyond the perimeter silt fence shall not be disturbed during construction.
- Rock Construction Entrance shall be installed prior to grading operations.
- All storm sewer inlets shall have inlet protection inserts installed. Inserts shall be "Road rain-Top Slob" or "Road Drain-Curb & Gutter" inlet protection devices as manufactured by WIMCO (or approved equal) and installed per manufacture's recommendations.
- All erosion control installations shall remain in place and be maintained in good condition by the contractor until the site has been re-vegetated, at which time it shall be removed by the contractor. For proposed paved surface areas, the contractor may remove necessary silt fencing to construct roadway, while maintaining adequate erosion control in adjacent areas.
- Sufficient topsoil shall be stockpiled to allow for the replacement of 6" topsoil for disturbed areas to be re-vegetated.
- The contractor shall schedule site grading, utility installation and roadway construction so that the general site can be mulched and re-seeded soon after disturbance. Areas that will not be subject to construction traffic for 14 days shall be seeded and mulched or sodded within 7 days of final grading.

EROSION CONTROL MAINTENANCE SCHEDULE

- Erosion control measures shall be inspected by the contractor's representative and maintained by the contractor every Friday and within 24 hours after any rainfall event larger than 1/2" until the project is completed. Maintenance requirements are as follows: silt fence – 1/3 height of fence or damaged, remove sediment and/or repair fence within 24 hours; rock entrance – refresh as necessary to conform to detail; inlet protection inserts – remove sediment after each rain event, clean or replace filter when clogged; surface water – drain and stabilize, within 7 days of discovery; and street sweeping – remove all sediment tracked onto paved surfaces within 24 hours or as directed by City Engineer.
- Replacement – Fabric shall be replaced promptly when it decomposes or becomes ineffective before the barrier is no longer necessary.
- Any sediment remaining in place after silt fence is no longer required shall be dressed to conform with the existing grade, prepared, and seeded with appropriate seed mix, as directed by the engineer.
- Removal of the silt fence– Silt fences shall be removed when they have served their useful purpose, but not before the upward sloping area has been permanently stabilized.

RESPONSIBLE PARTY

Contact information for the responsible party for erosion control is:

Owner: Jason Palmby
PO BOX 302
Excelsior, MN 55331
612-220-6641

Contractor: To be Determined

Manager: To be Determined

EXISTING LEGAL DESCRIPTION

THE SOUTH 328.09 FEET OF THE NORTH 394.09 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 11S, RANGE 19, ACCORDING TO THE GOVERNMENT SURVEY THEREOF, DAKOTA COUNTY, MINNESOTA.

SITE DATA

EXISTING PARCEL AREA = 435,546 SF = 10.00 AC

EXISTING ROAD R/W = 16,411 SF = 0.38 AC

NET DEVELOPMENT AREA = 419,135 SF = 9.62 AC

EXISTING TOTAL IMPERVIOUS AREA: 24,621 SF (0.56 AC)

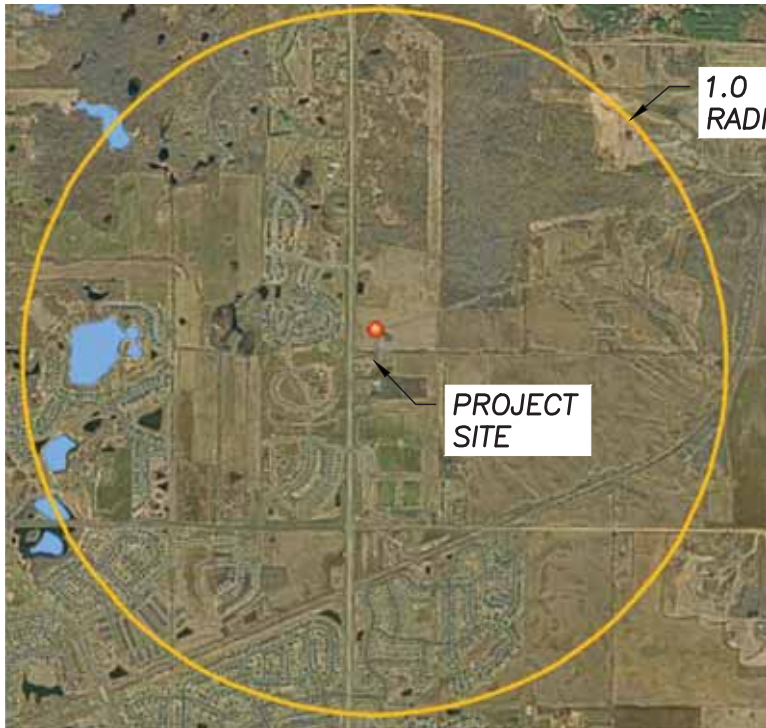
PROPOSED TOTAL IMPERVIOUS AREA: 155,312 SF (3.56 AC)

NET ADDITIONAL IMPERVIOUS AREA: 130,691 SF (3.00 AC)

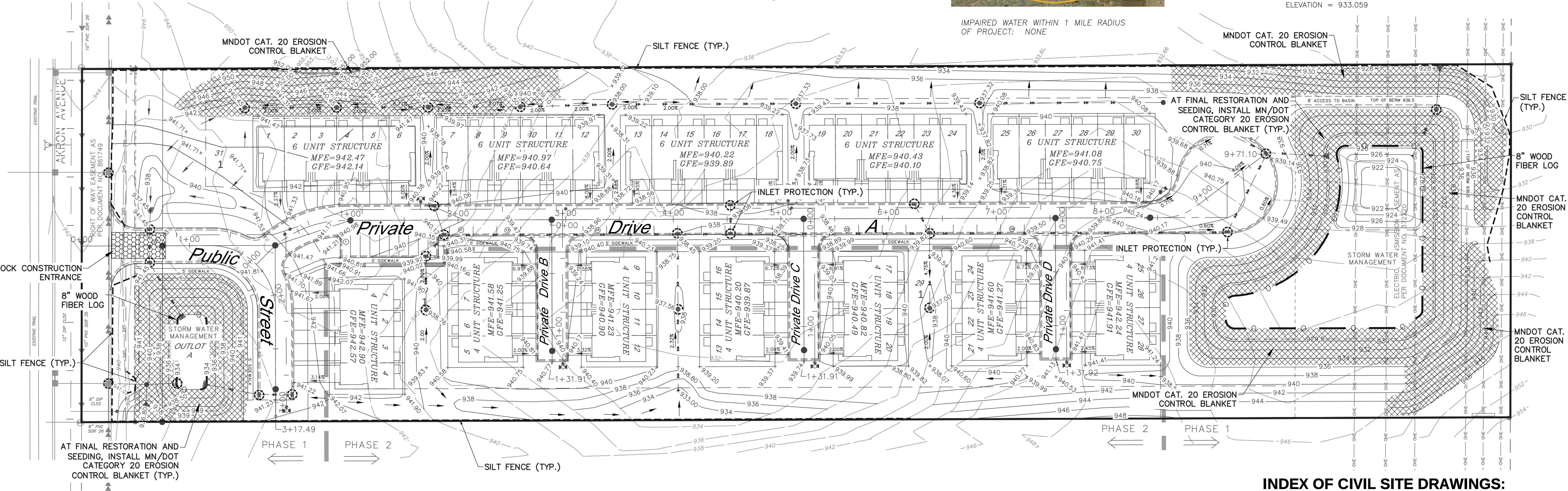
PERCENT TOTAL IMPERVIOUS AREA: 37.0%
(155,312 SF / 419,135 SF)

EROSION CONTROL QUANTITIES:

ITEM:	QUANTITY	UNIT
ROCK ENTRANCE	1	EA
SILT FENCE	2,526	LF
8" DIA BIO ROLL	824	LF
INLET PROTECTION	28	EA
EROSION BLANKET CAT. 20	7,834	SY

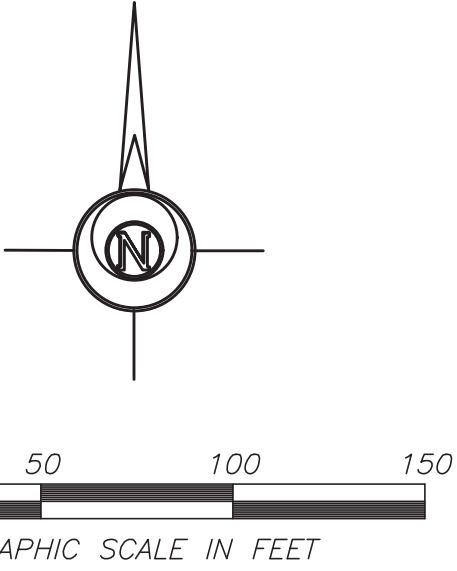


IMPAIRED WATER WITHIN 1 MILE RADIUS OF PROJECT: NONE



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C8.1–C8.4	DETAILS



LEGEND:

— 908 —	Existing Contours
— ► —	Existing Storm Sewer
— 908 —	Proposed Contours
— ► —	Proposed Storm Sewer
— — — — —	Proposed Silt Fence
— 0 —	Proposed Fiber Logs
⊙	Proposed Storm Sewer Inlet Protection
— 1.9% —	Flow Direction
⊘	Proposed Erosion Blanket Cat. 20

SURVEY DATA

SURVEY INFORMATION PROVIDED BY:

NORTHWESTERN SURVEYING AND ENGINEERING INC.
20980 ROGERS DRIVE SUITE 500
ROGERS, MN 55374

DATED: 07/12/2024

BENCHMARK:
MNDOT 1906 N 5
NGVD88
ELEVATION = 933.059

OWNER/DEVELOPER:

Magellan Land Development

PO Box 302
Excelsior, MN 55331

Jason Palmby
612-220-6641
jason@palmby.com

PRELIMINARY PLANS FOR
AKRON RIDGE
Residential Development Project
13040 Akron Avenue
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STORM WATER POLLUTION
PREVENTION PLAN

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Date: 12/31/24 Reg. No. 24348

PREPARED BY: CIVIL ENGINEERING

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VERTICAL SCALE
1 inch = feet

HORIZONTAL SCALE
1 inch = feet
(FULL SIZE SHEET 22 x 30)

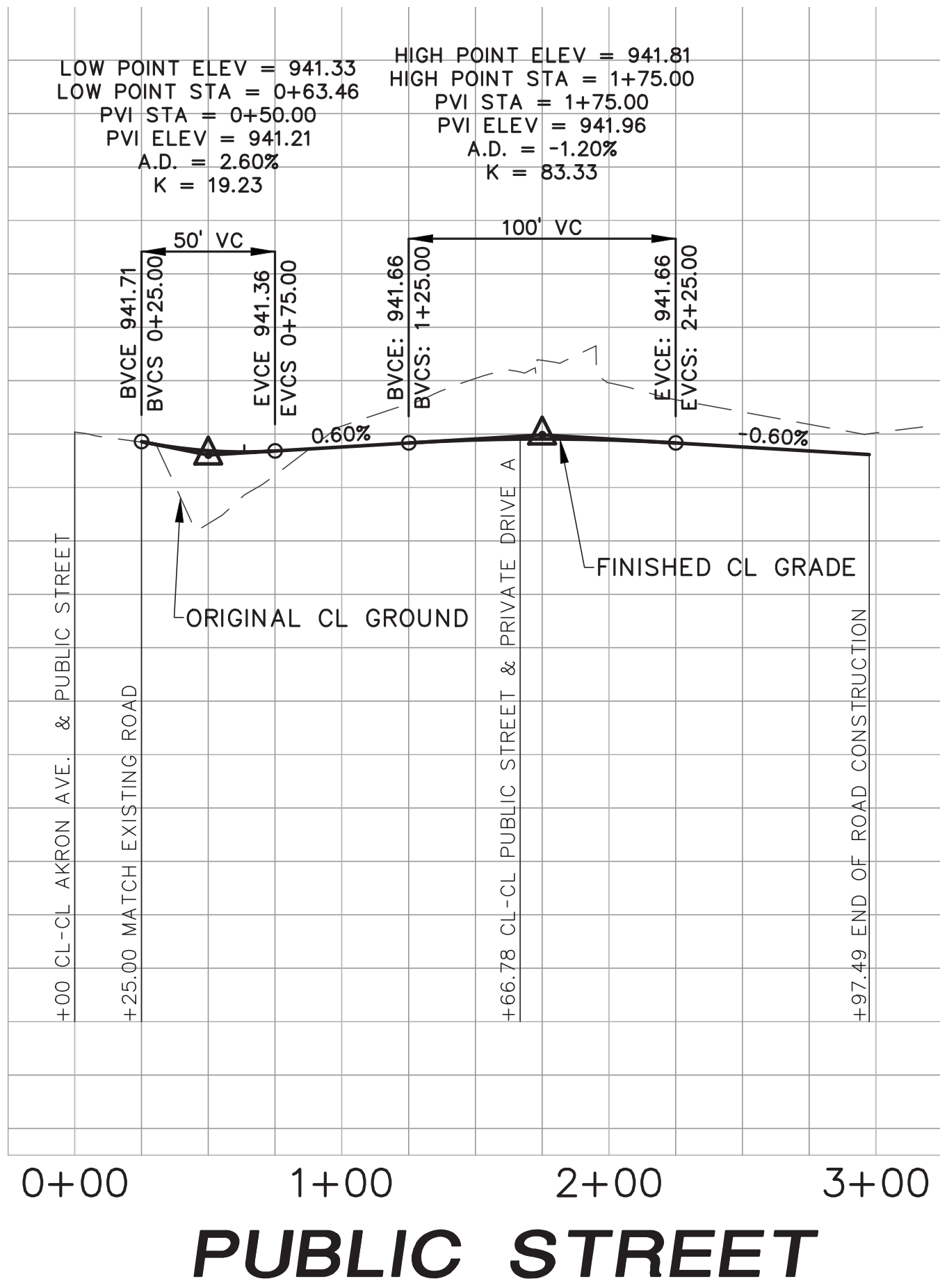
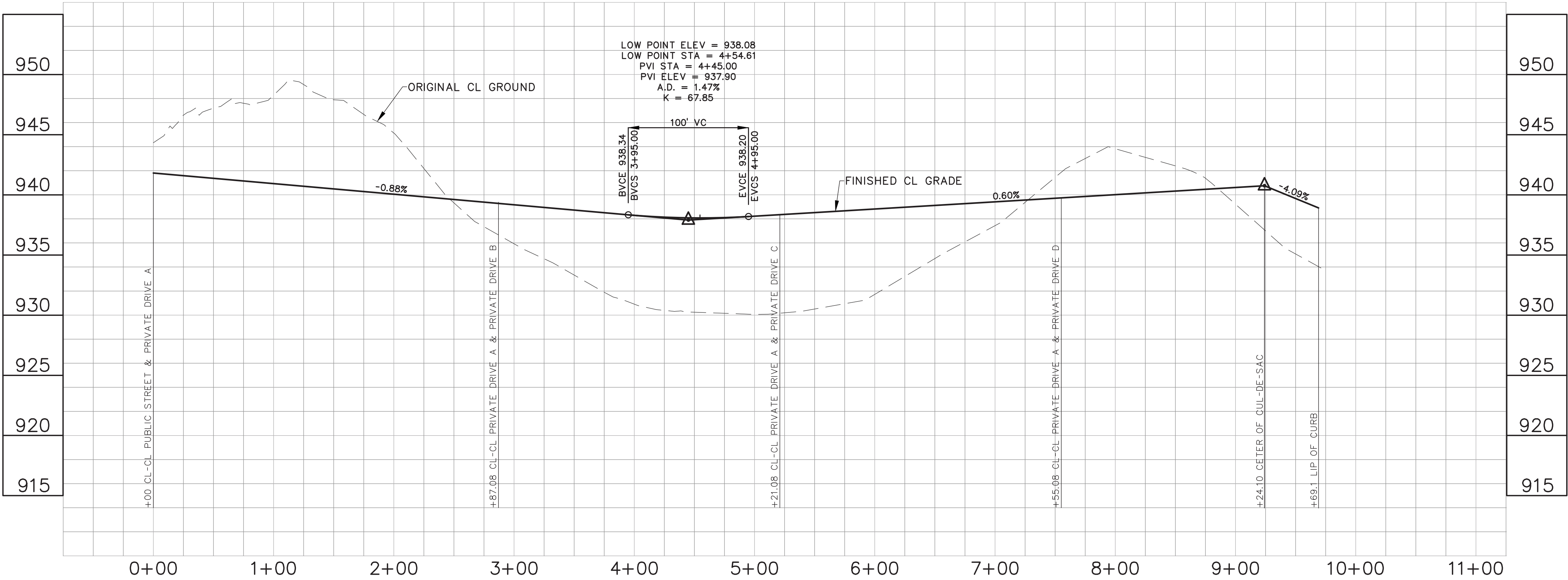
FILE NO. 00951

C5.1

Storm Water Pollution
Prevention Plan

PRIVATE DRIVE A

HORIZ: 1"=50'
VERT: 1"=5'



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| C7.1-7.2 | PROFILES |
| C8.1-C8.4 | DETAILS |

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Jason Palmby
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jason@palmby.com

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Signature: *Sam Dalk*

Date: 12/31/24 Reg. No. 24348

PREPARED BY: CIVIL ENGINEERING

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118 East Broadway St.
PO Box 566 5329
Mankato, MN 56001
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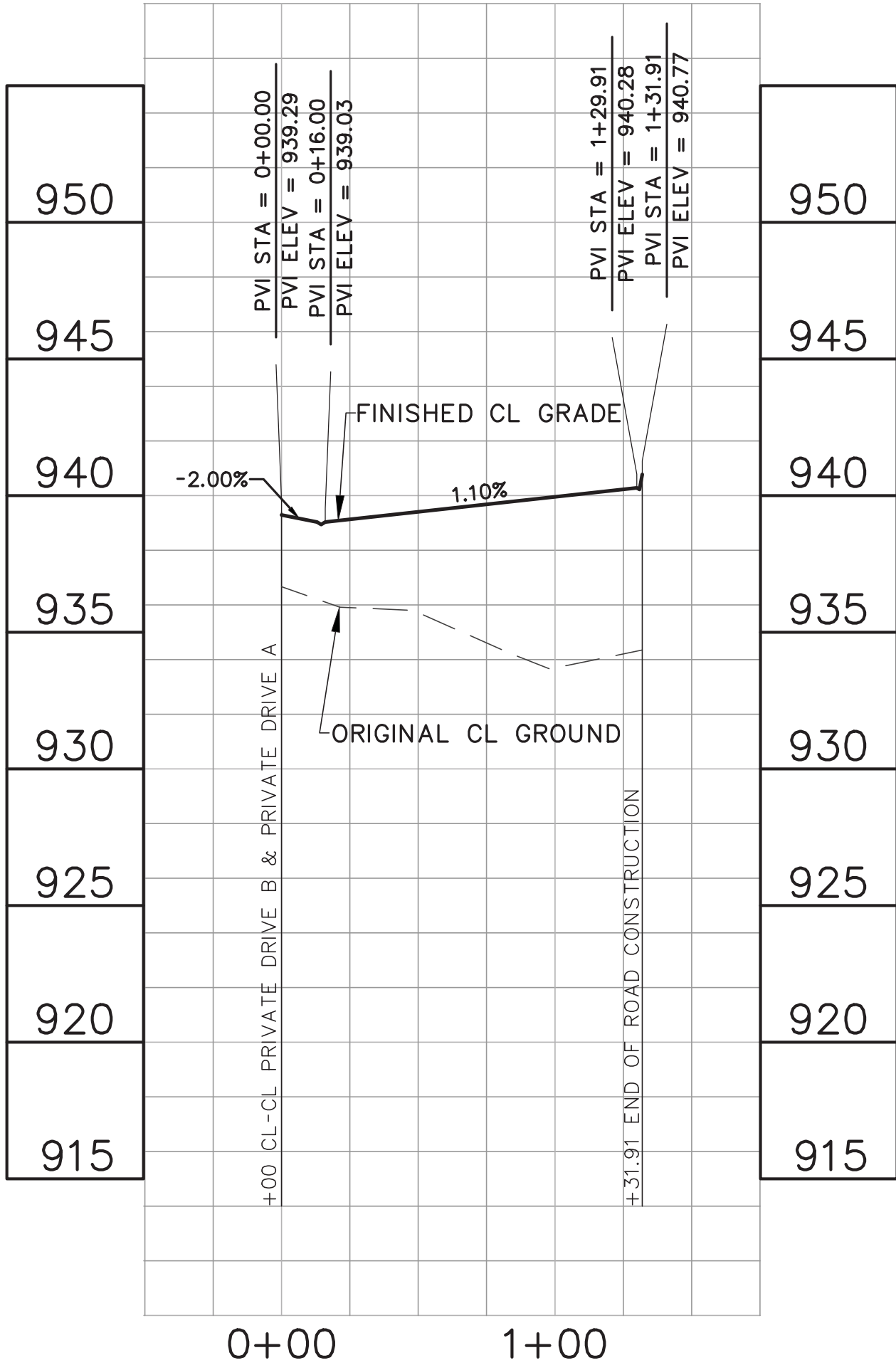
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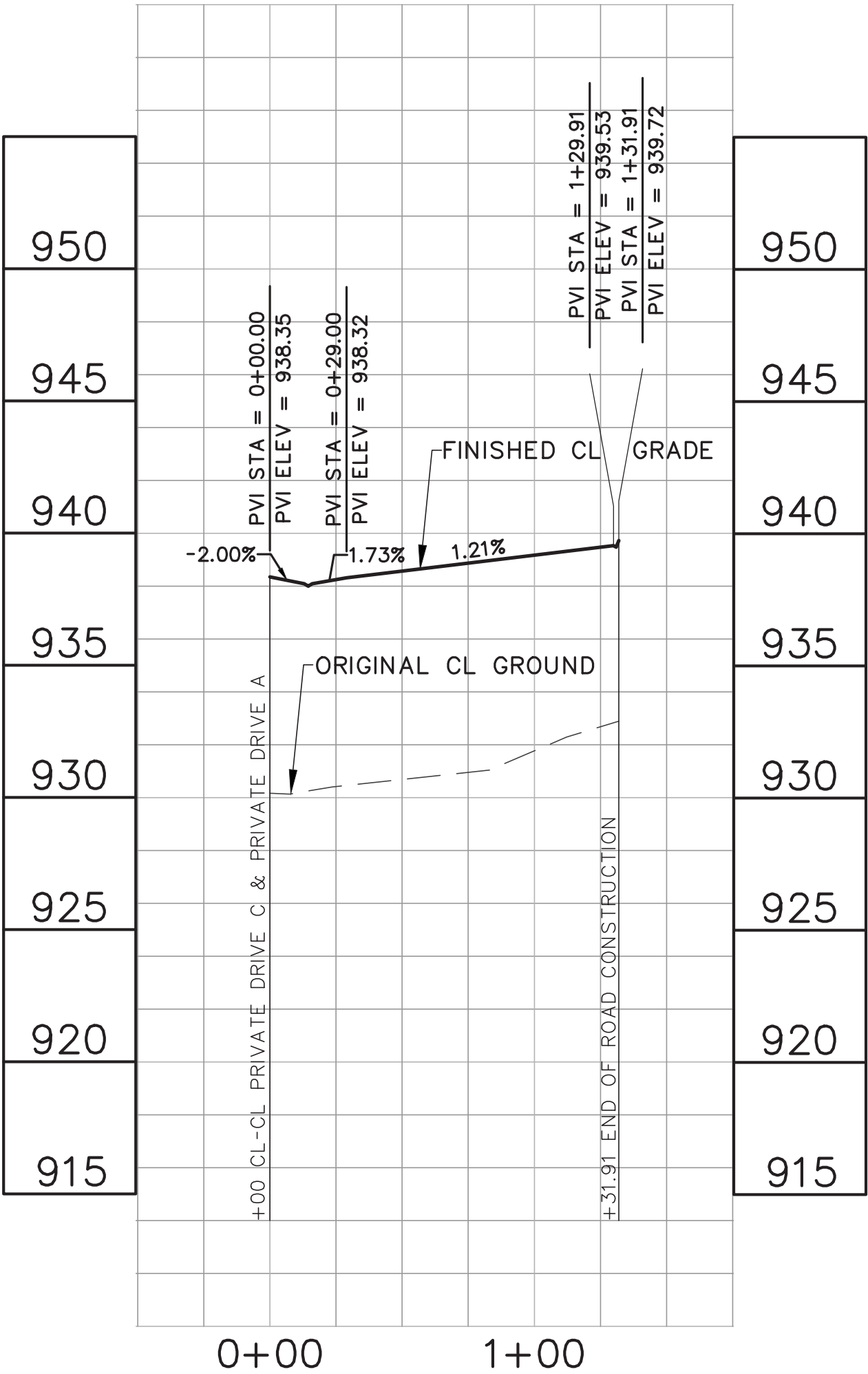
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Profiles

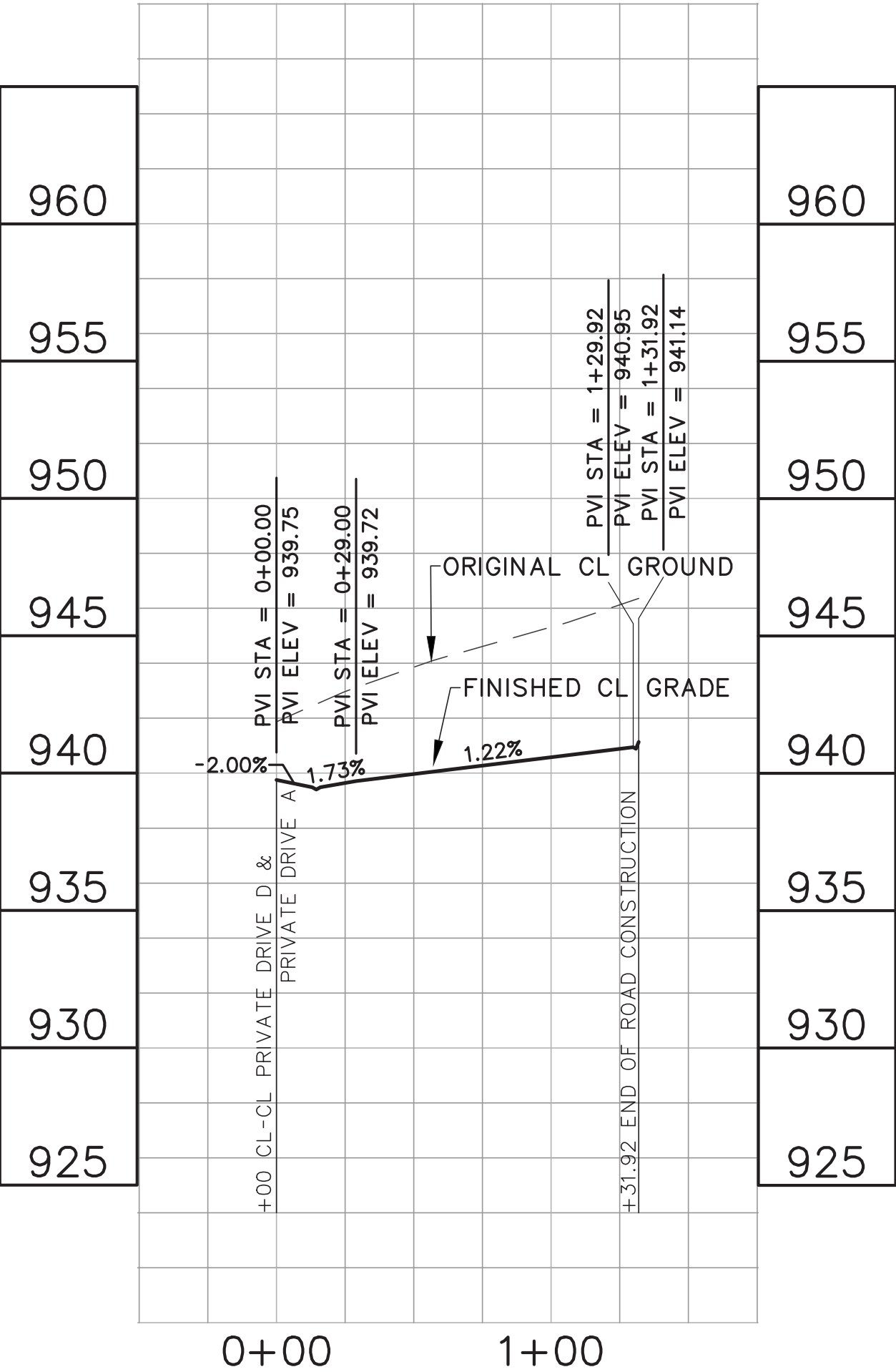
PRIVATE DRIVE B



PRIVATE DRIVE C



PRIVATE DRIVE D



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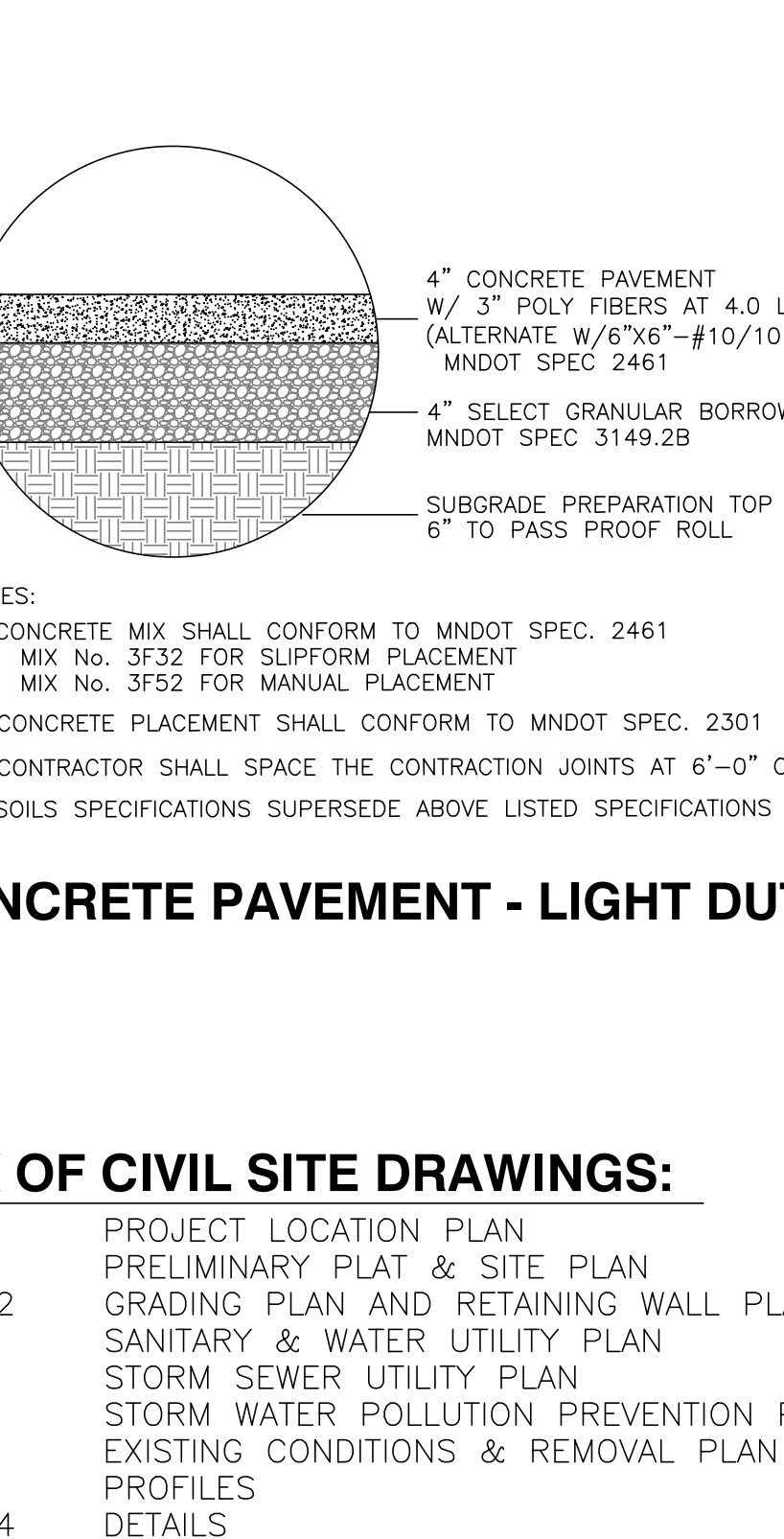
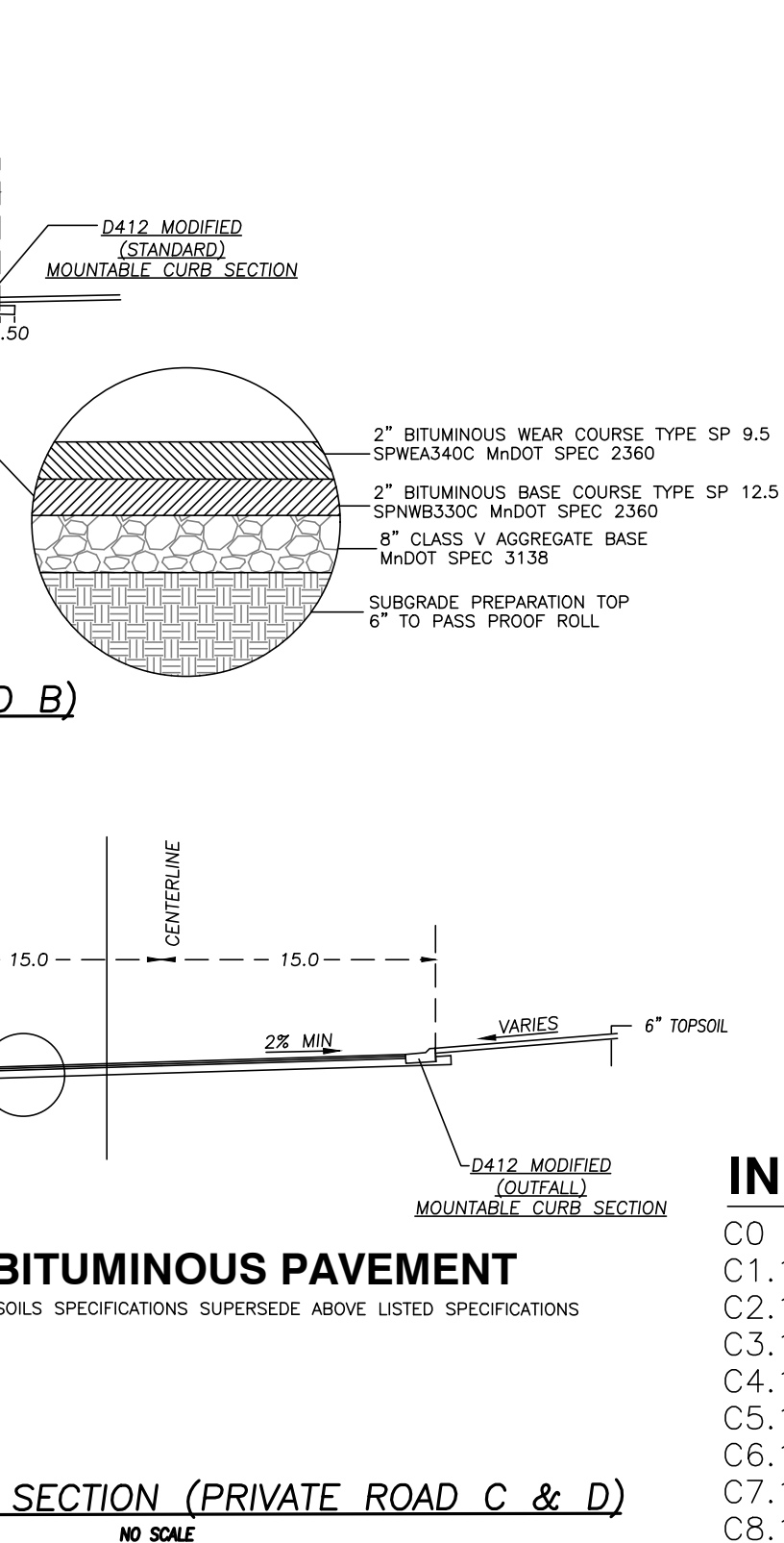
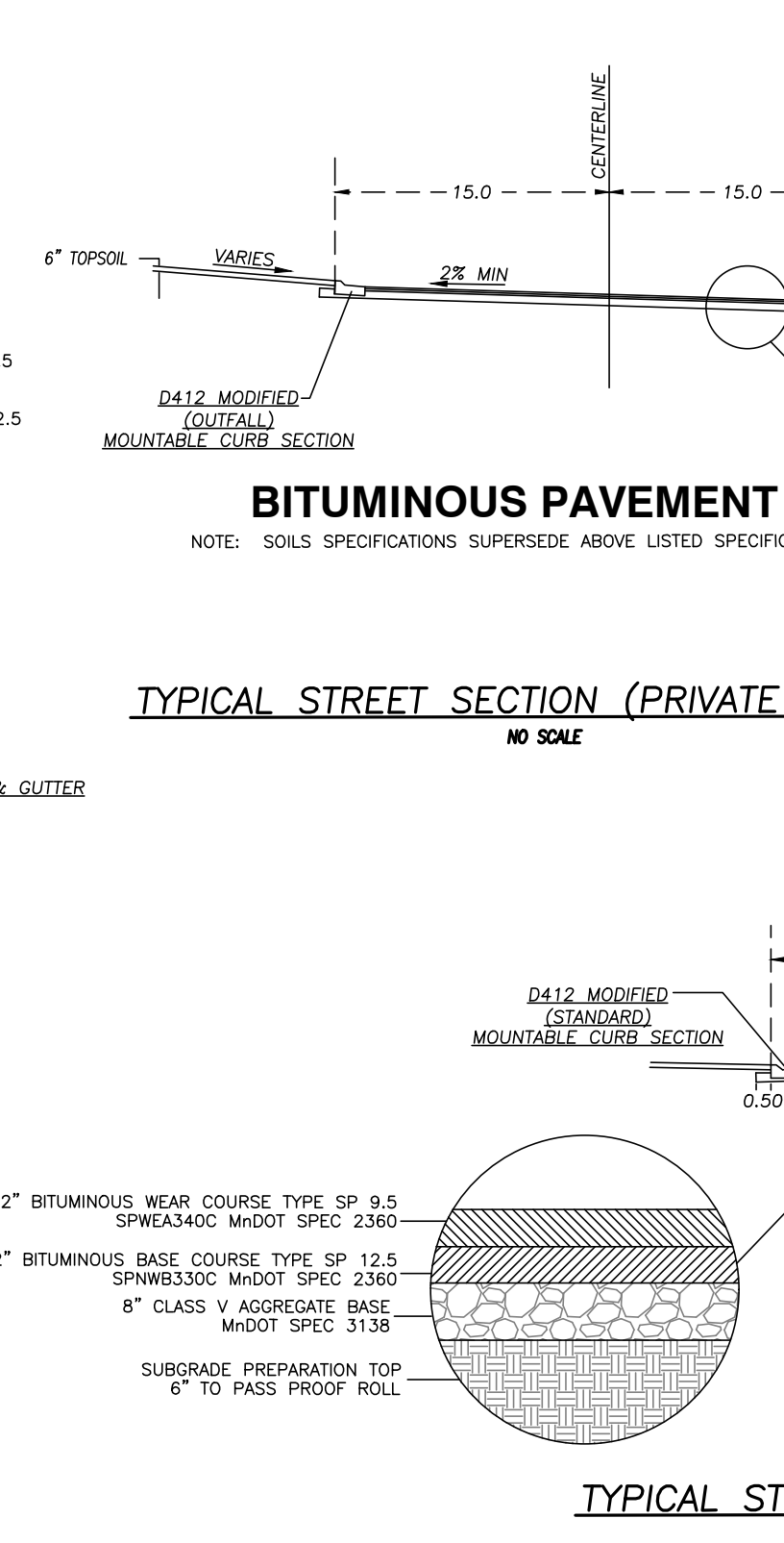
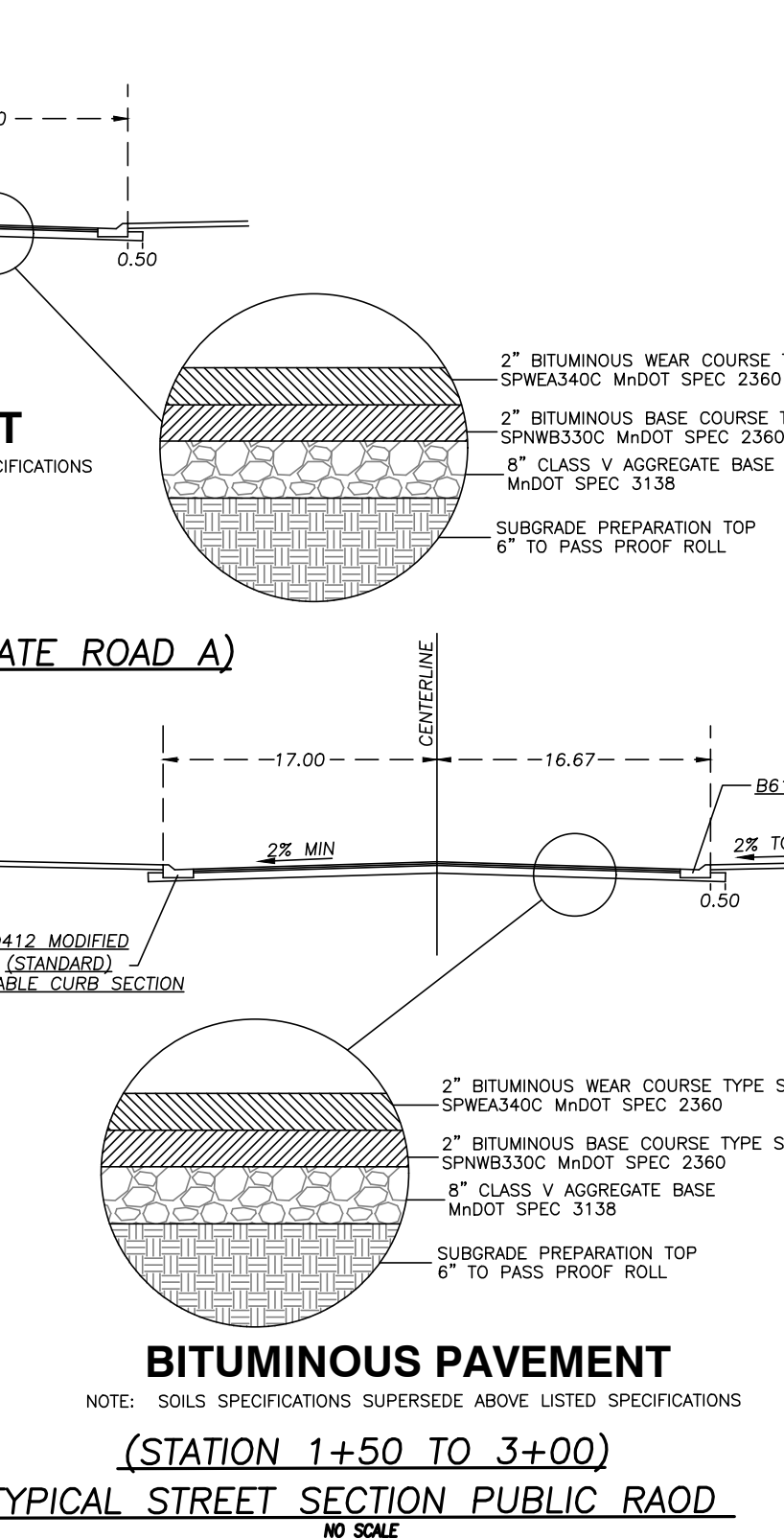
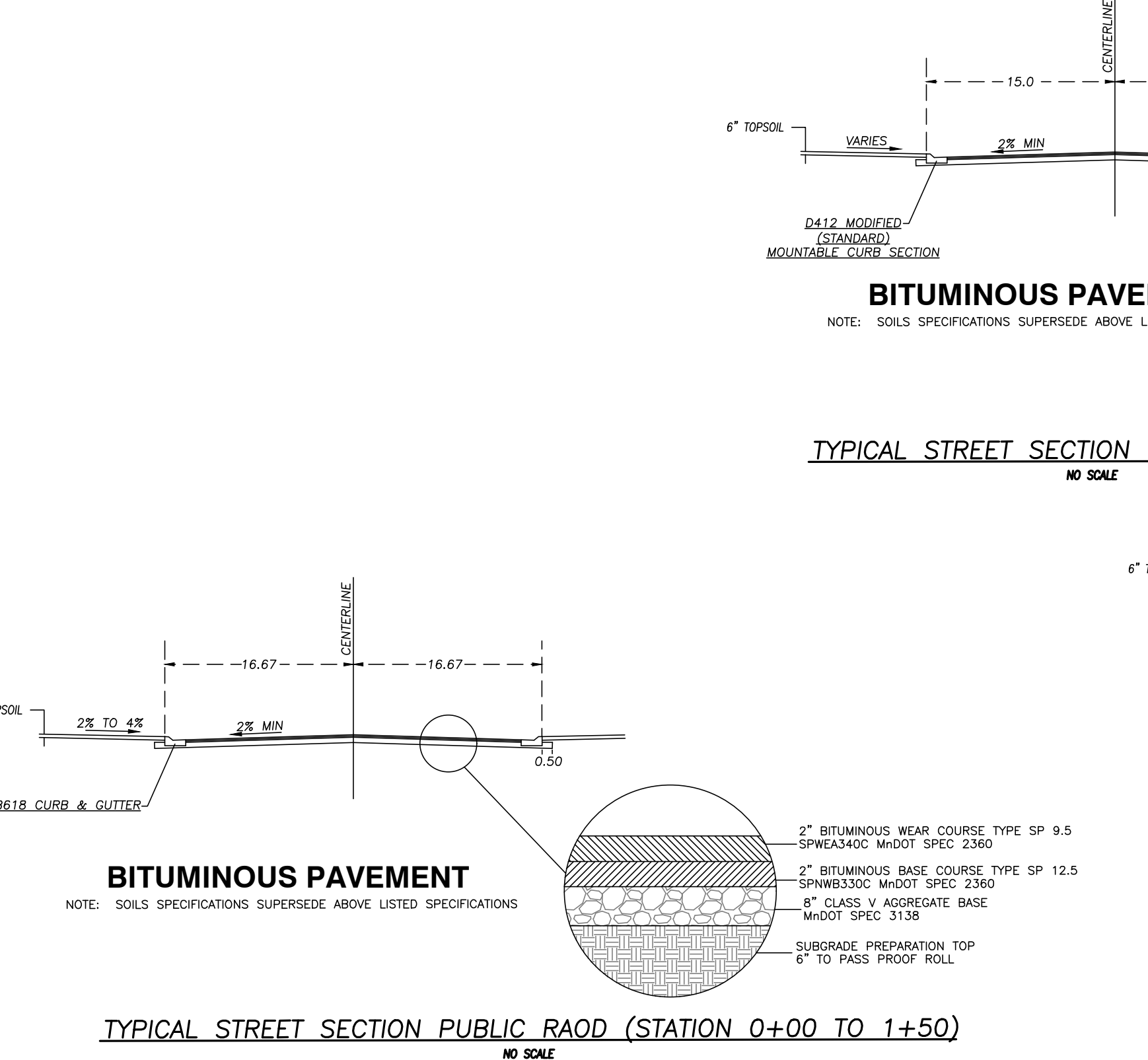
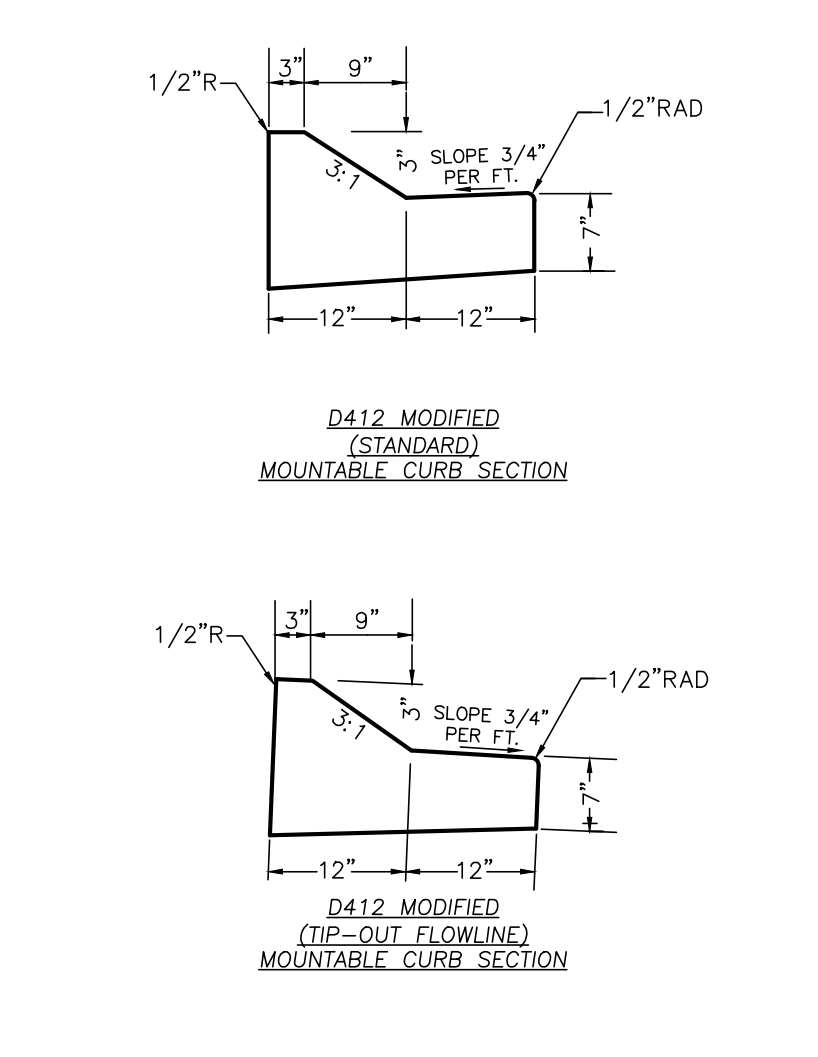
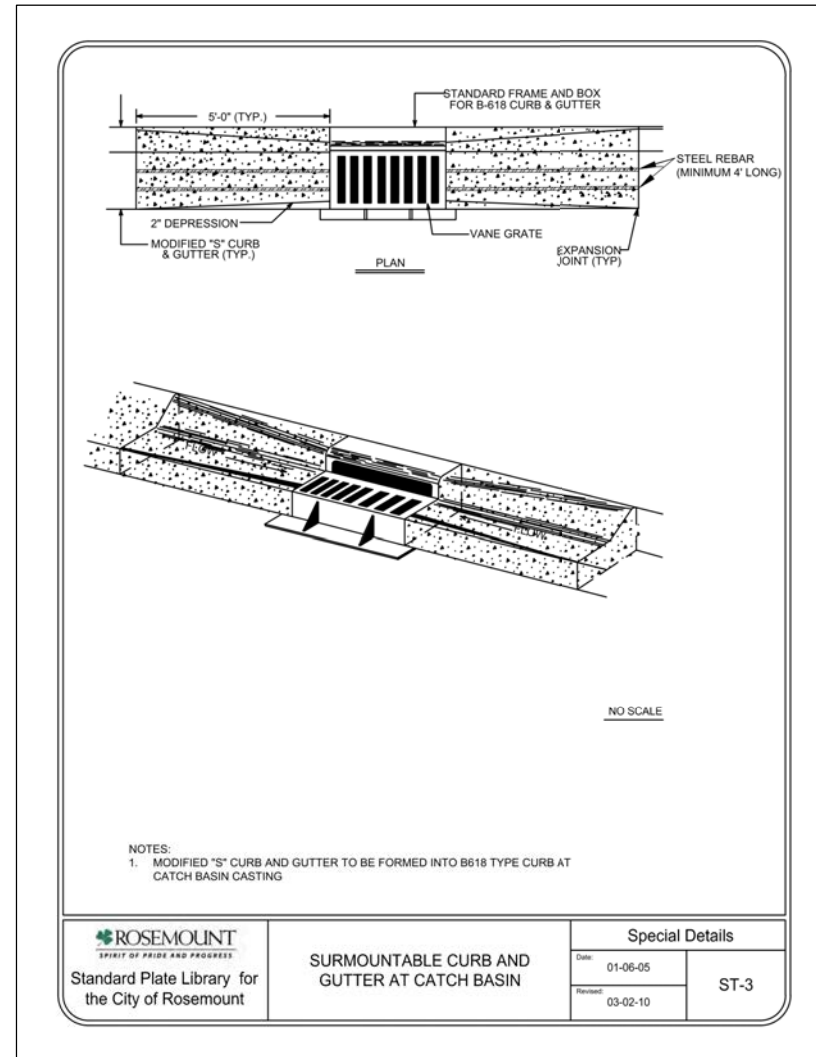
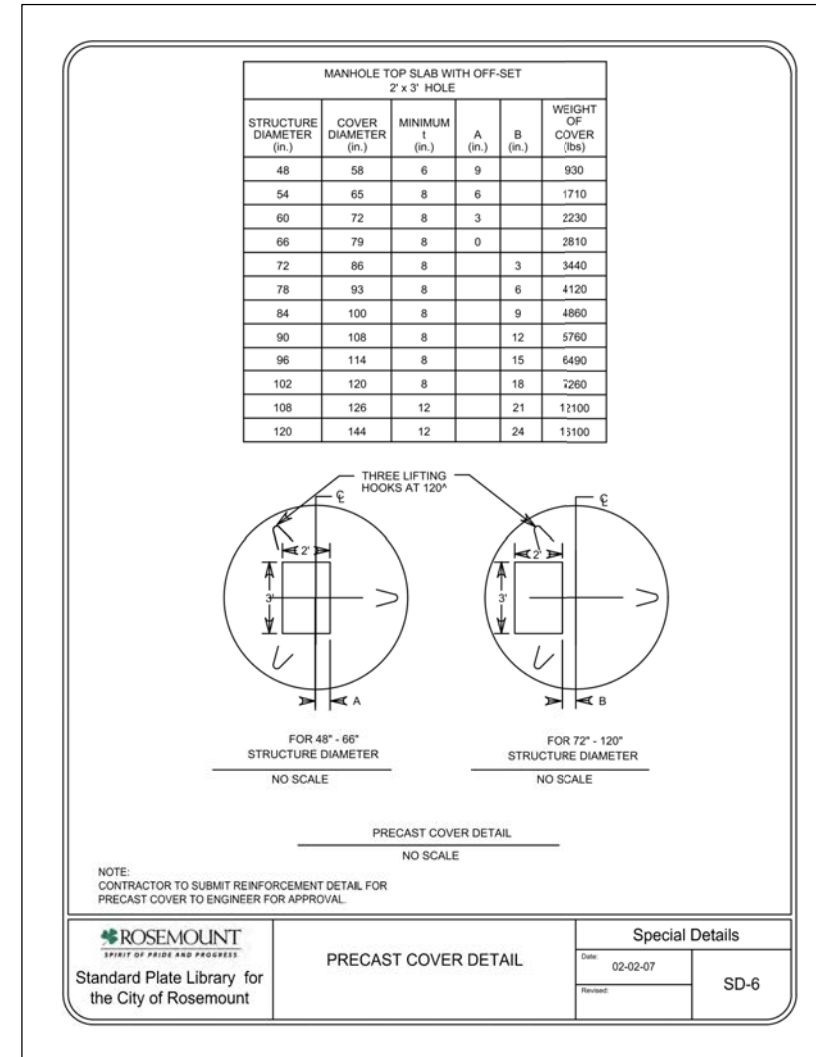
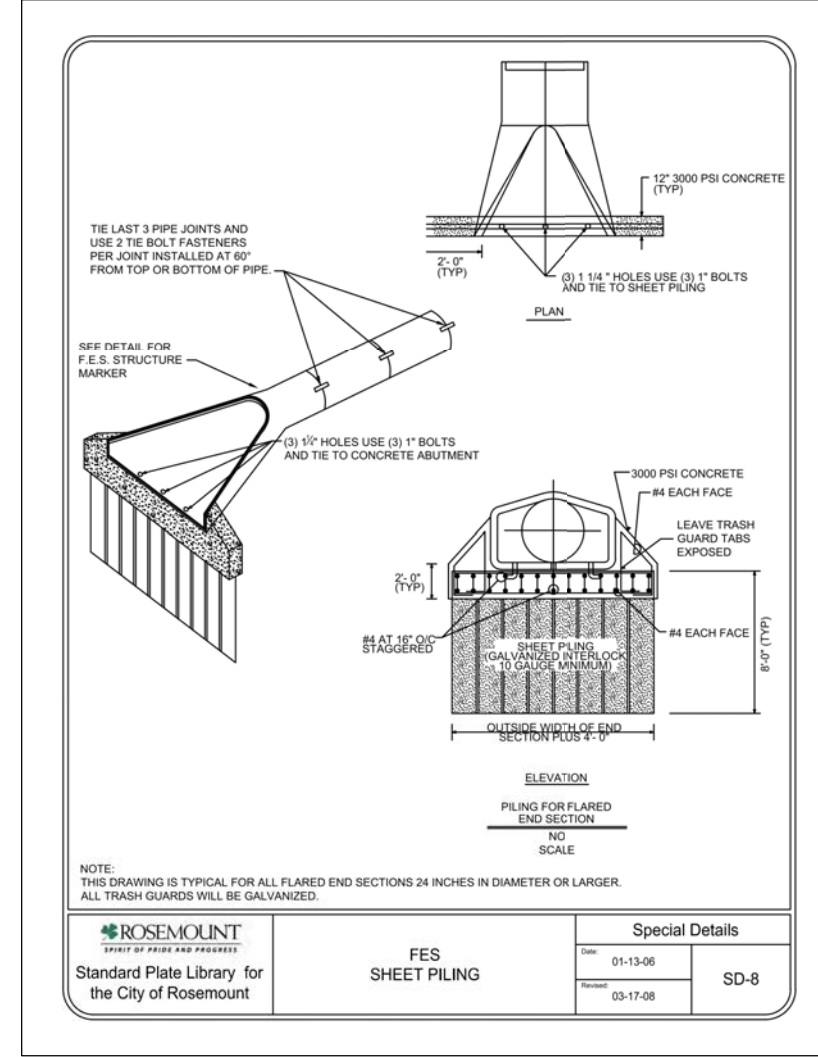
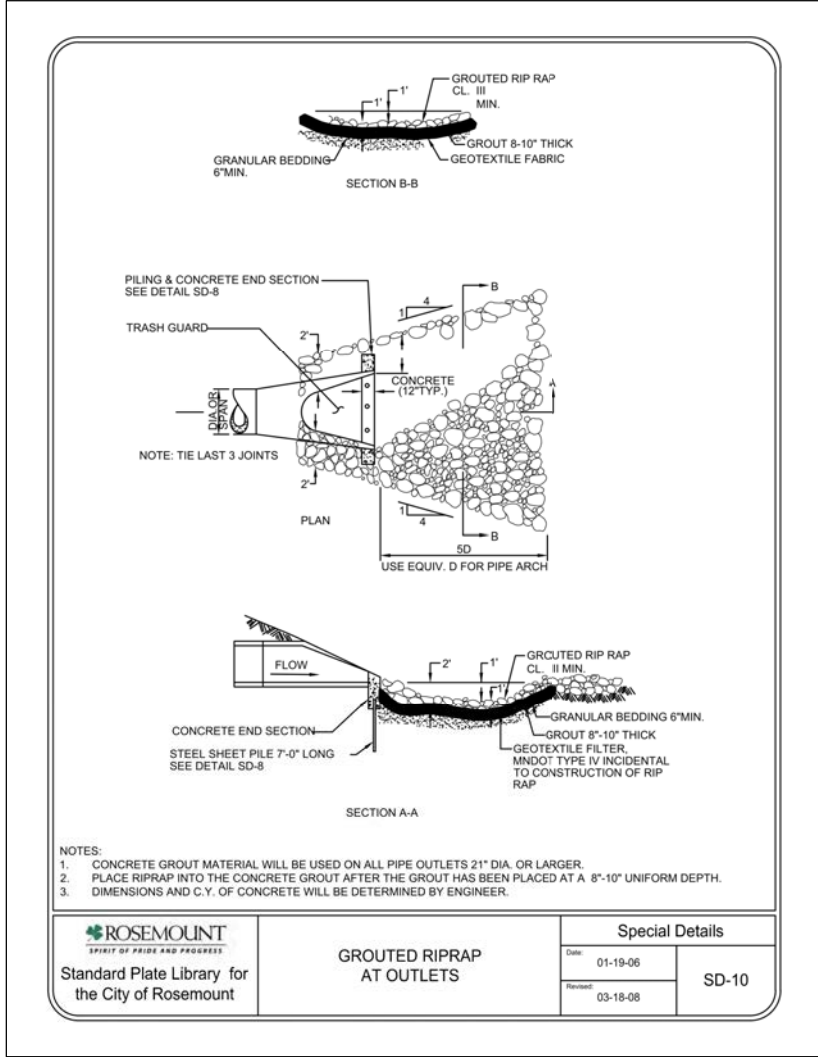
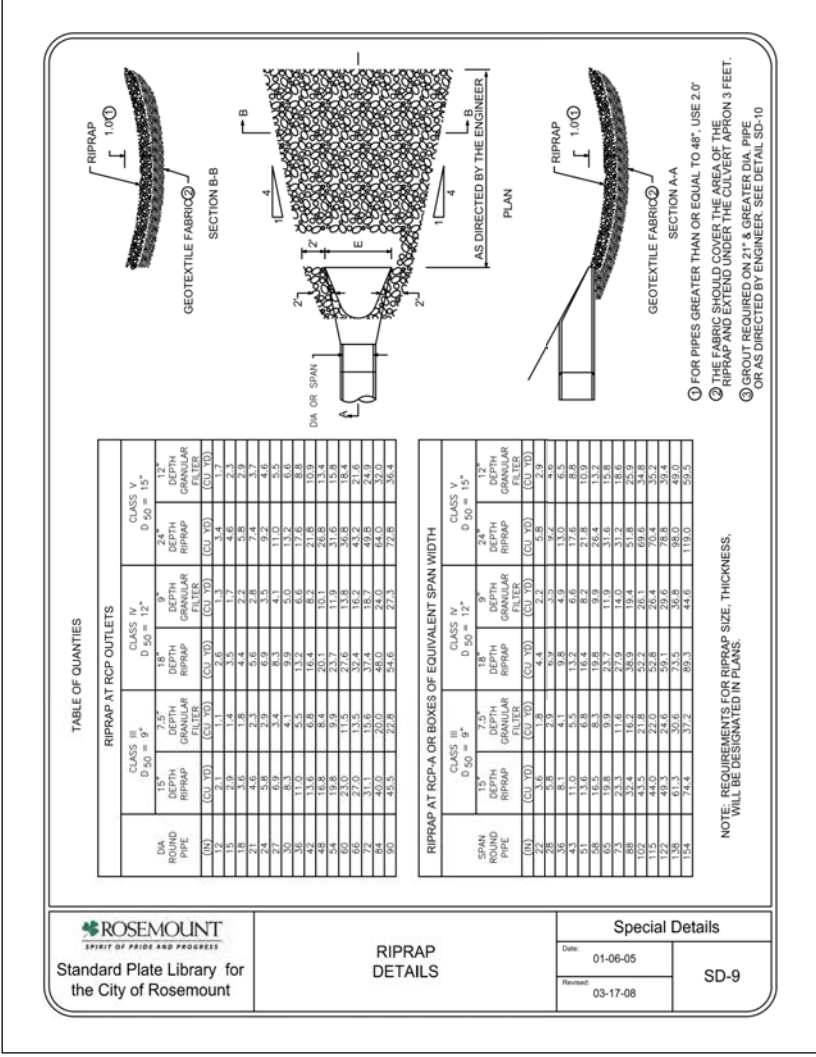
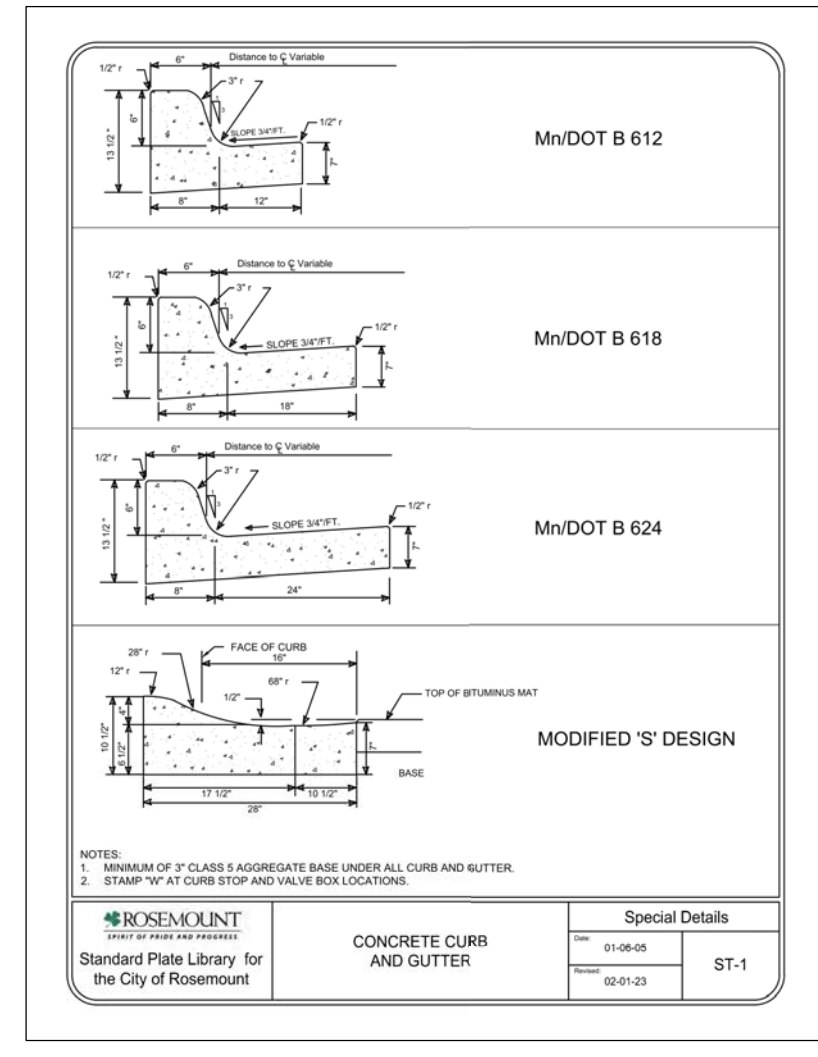
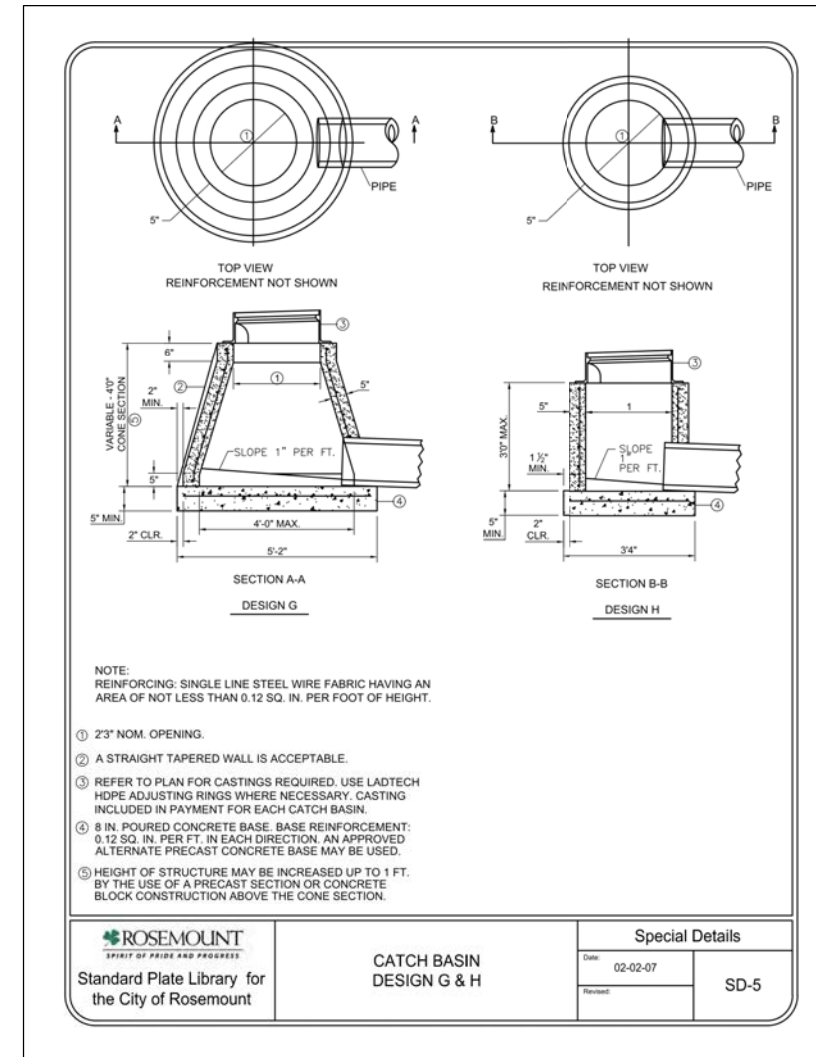
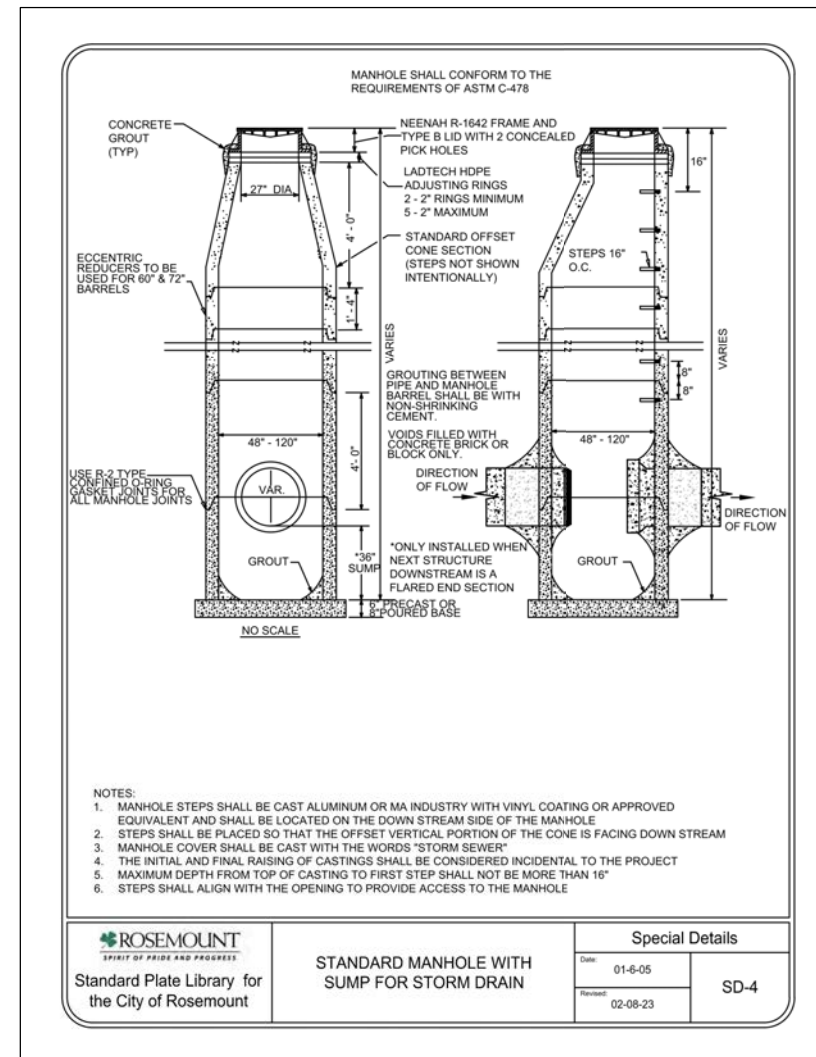
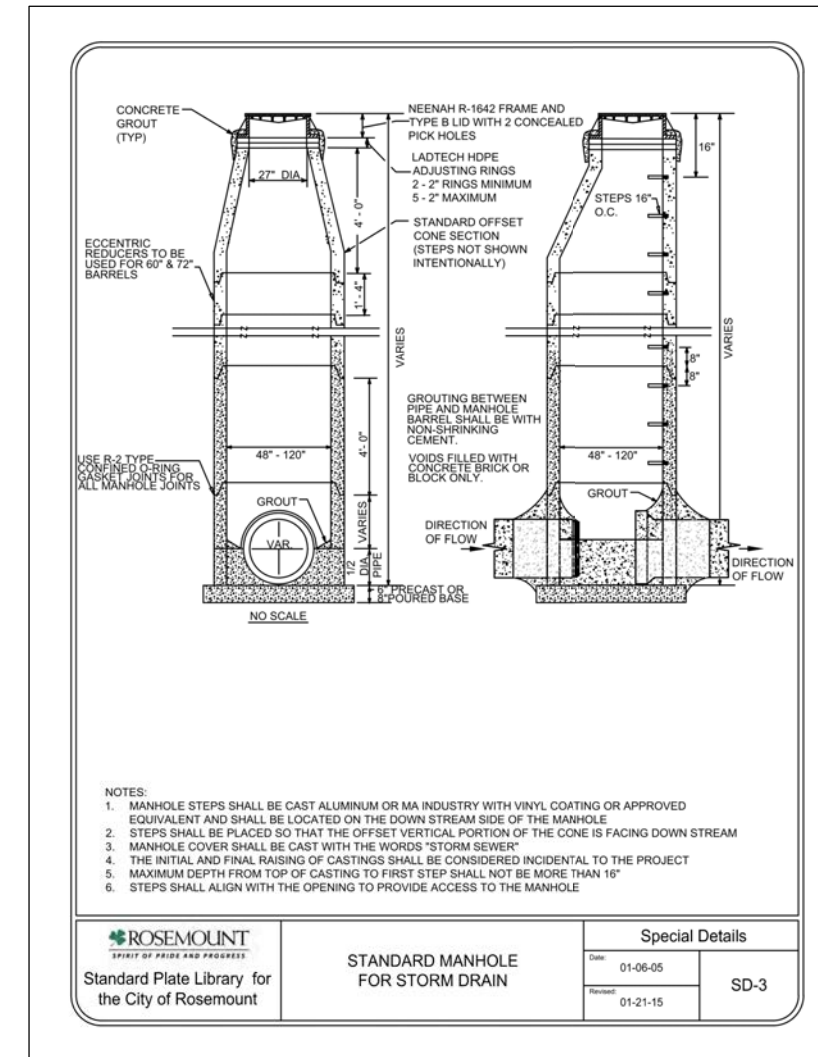
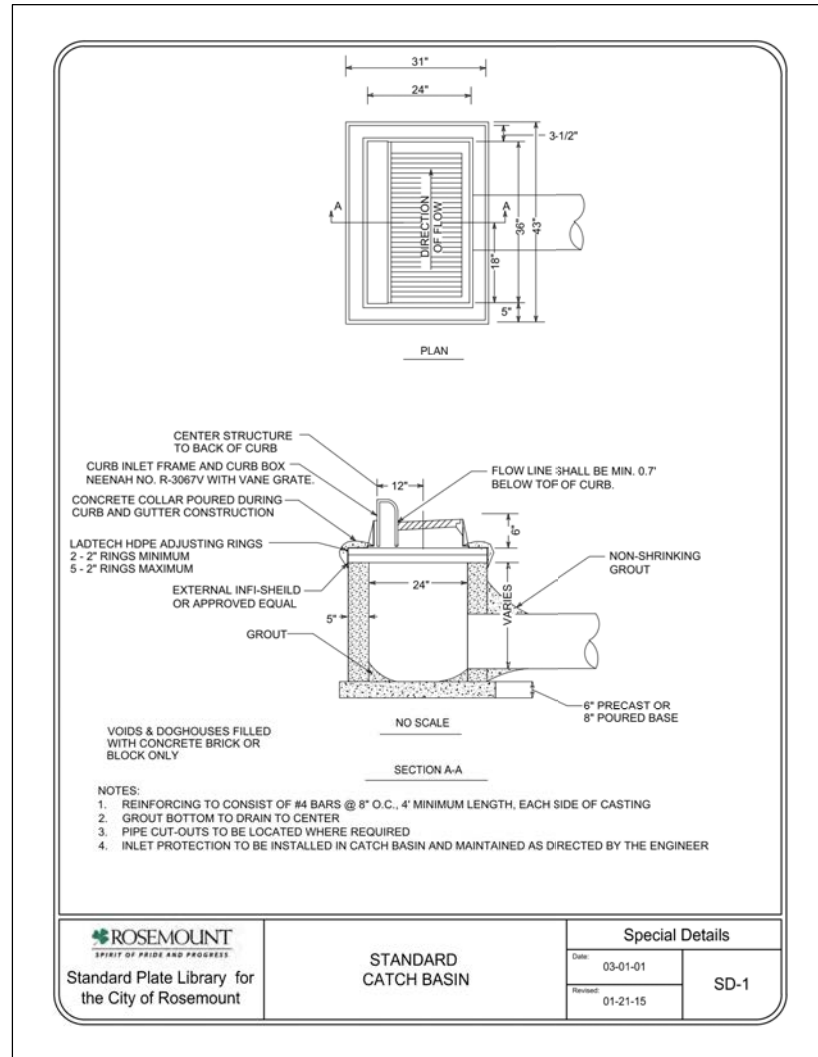
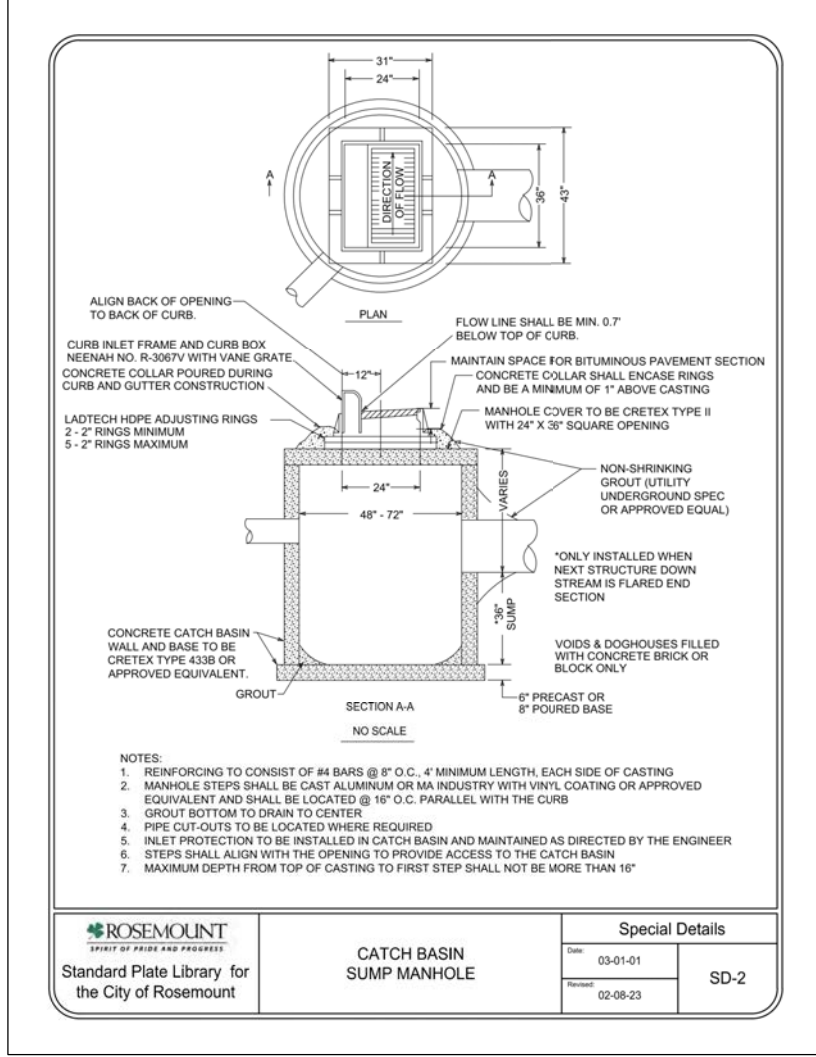
DESIGNED BY SD

CHECKED BY SD

FILE NO. 00951

C7.2

Profiles



OWNER/DEVELOPER:

Magellan Land Development

PO Box 302
Excelsior, MN 55331

Jason Palmby
612-220-6641
jason@palmby.com

PRELIMINARY PLANS FOR

AKRON RIDGE

Residential Development Project

13040 Akron Avenue
Rosemount, Minnesota 55068

DETAILS

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

Date: 12/31/24 Reg. No. 24348

PREPARED BY: CIVIL ENGINEERING SITE DESIGN

118 East Broadway St.
PO Box 566
Monticello, Mn 55362
Phone: 763-314-0929
www.civilsite.com

REVISIONS

10/31/24 UPDATE STREET PROFILE AND SANITARY DEPTH DATA

11/27/24 UPDATE SITE LAYOUT WITH 4-UNIT BUILDINGS

12/31/24 REVISE SITE LAYOUT FOR LARGER POND

DATE 10/29/24

DRAWN BY SD

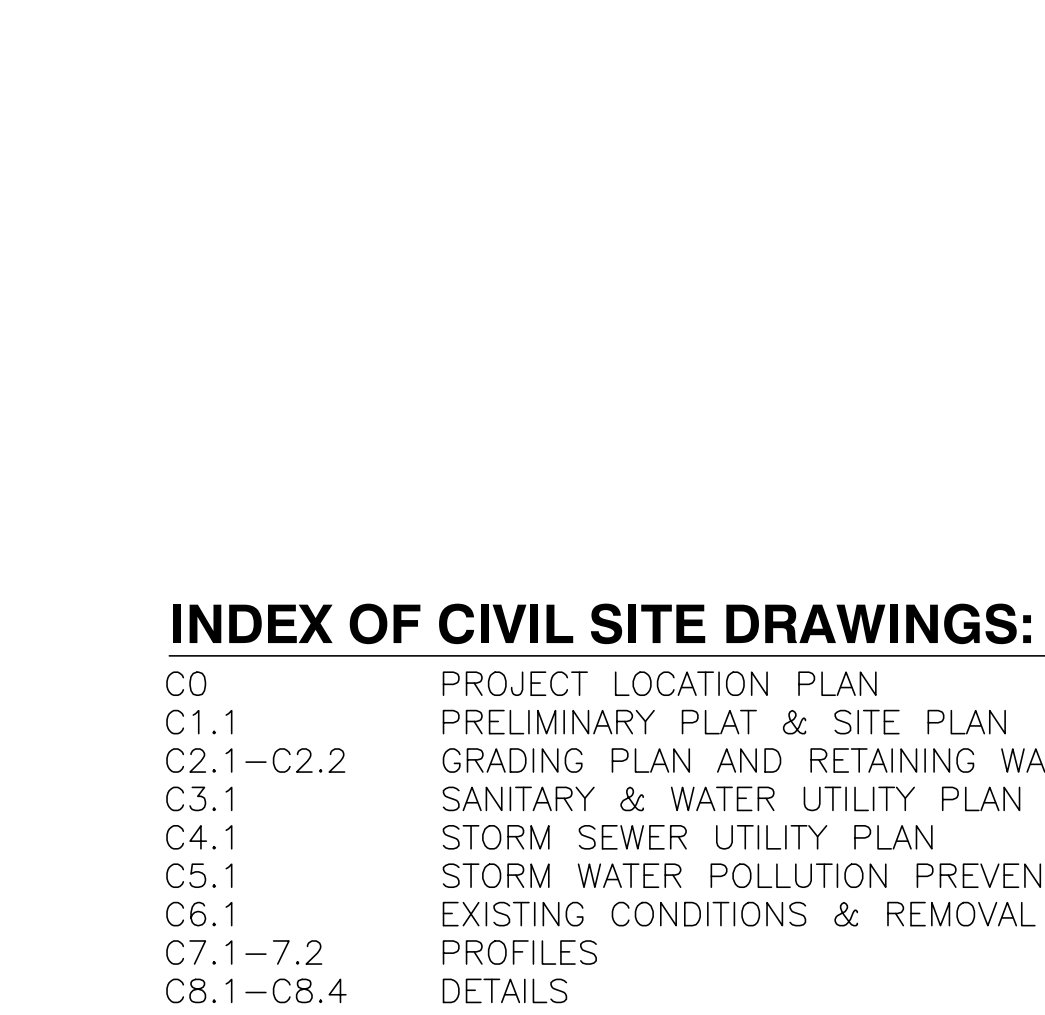
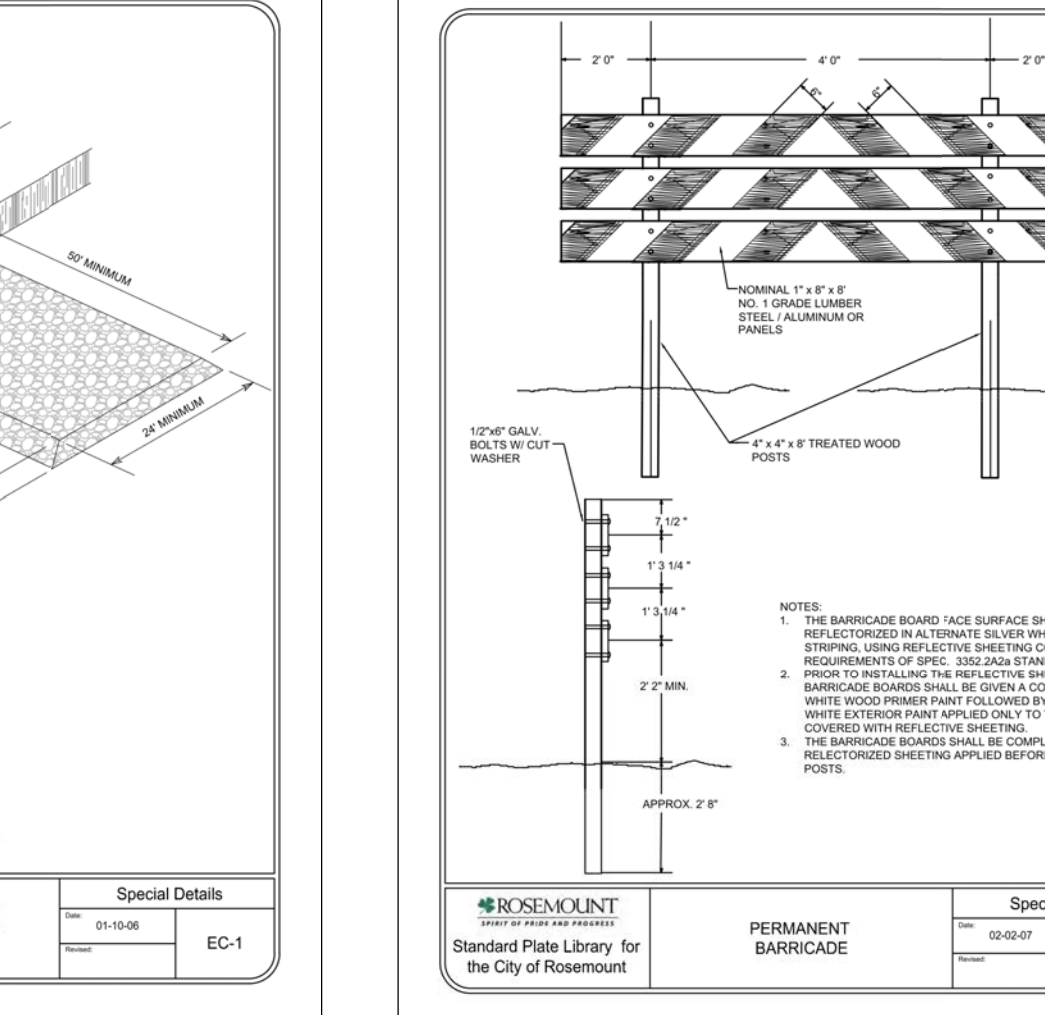
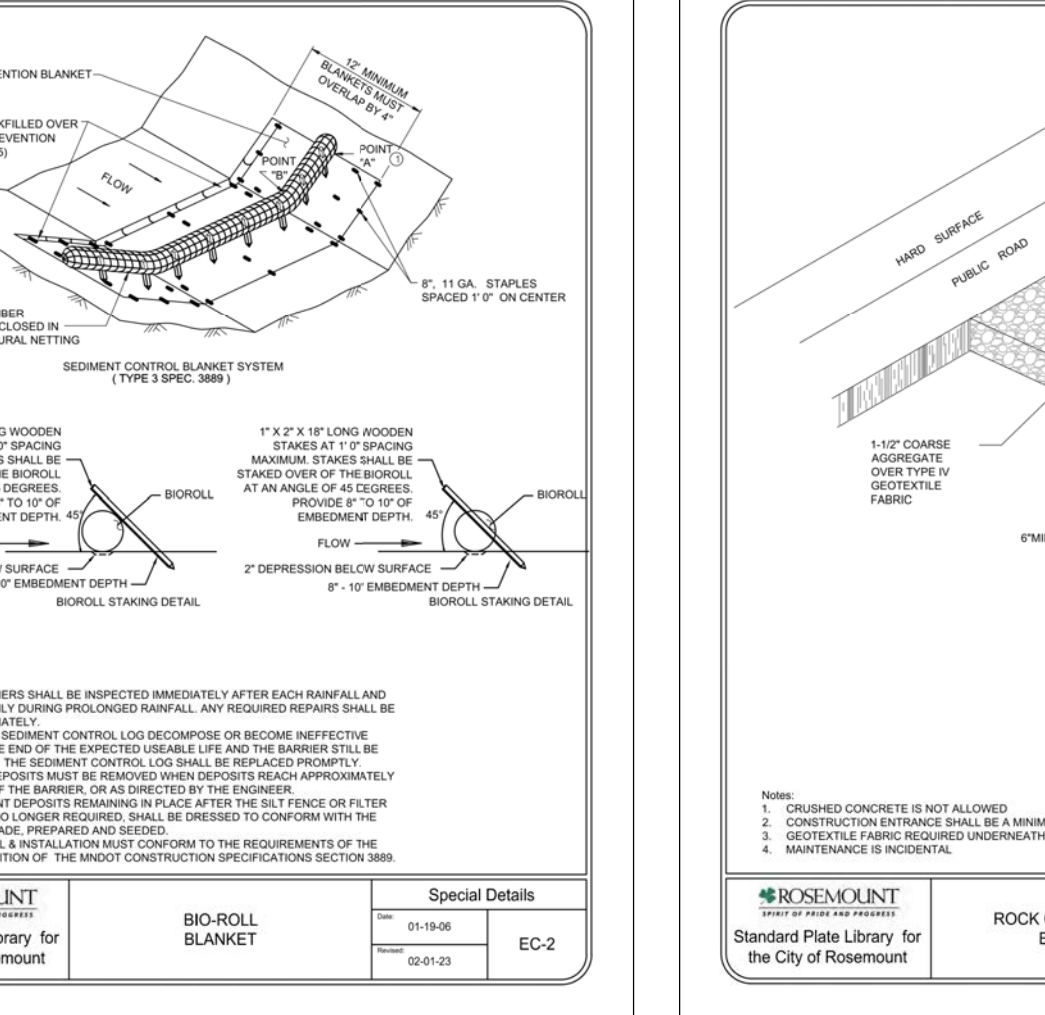
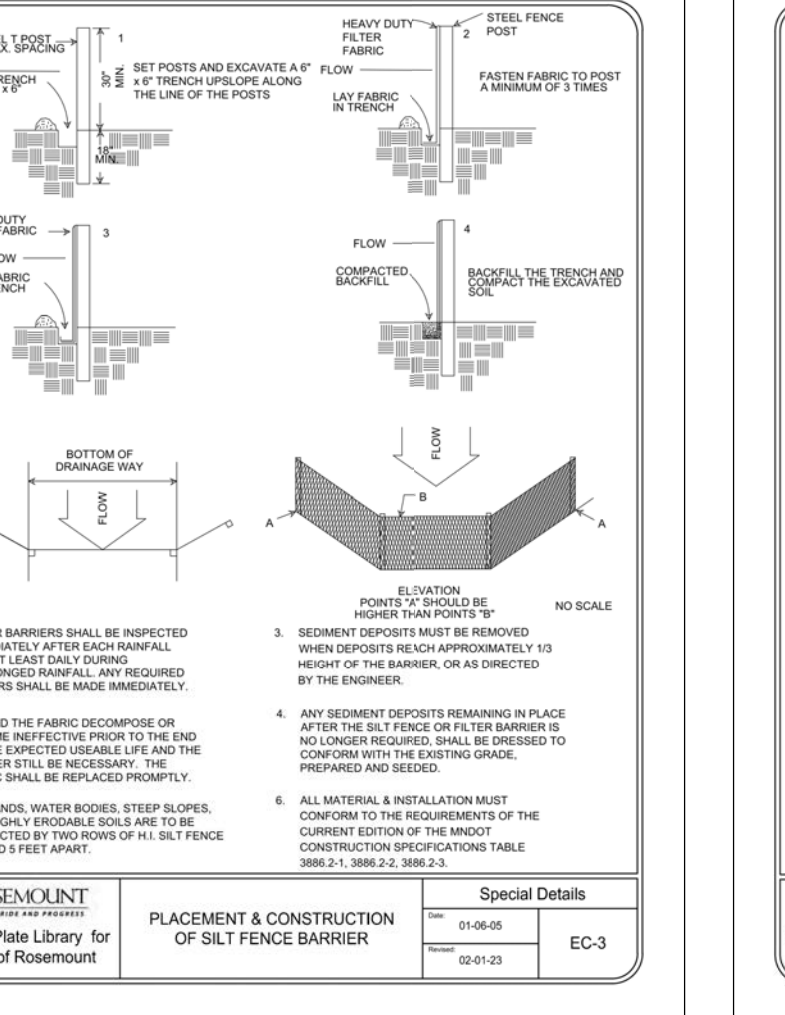
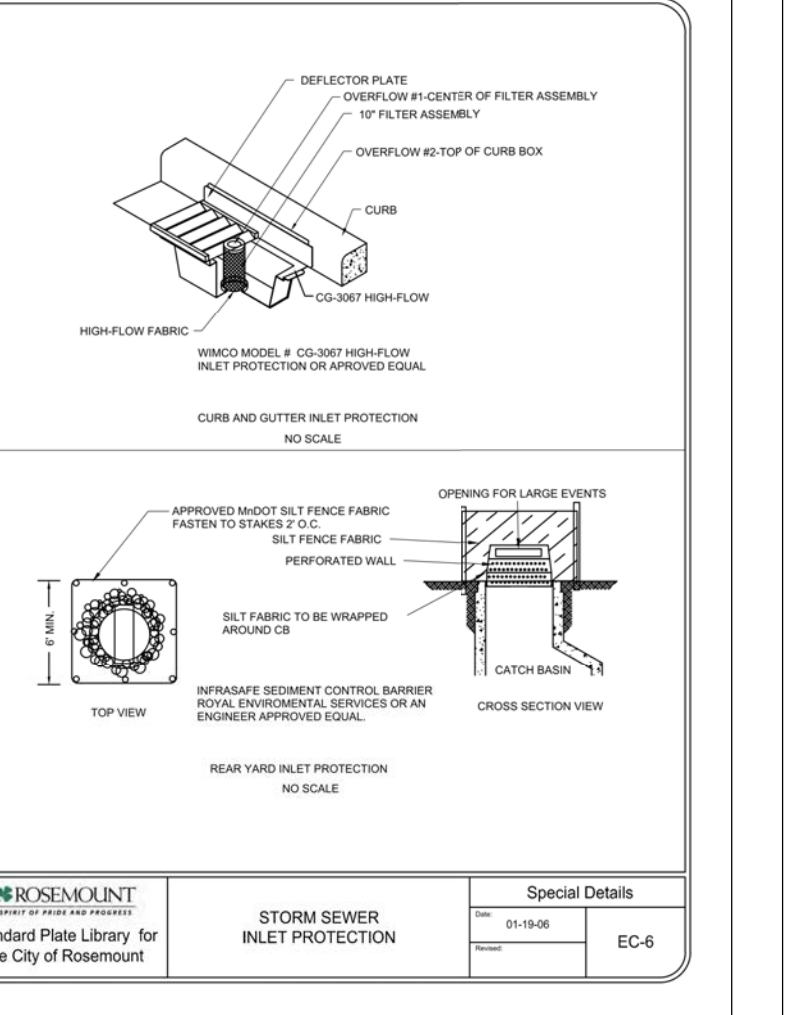
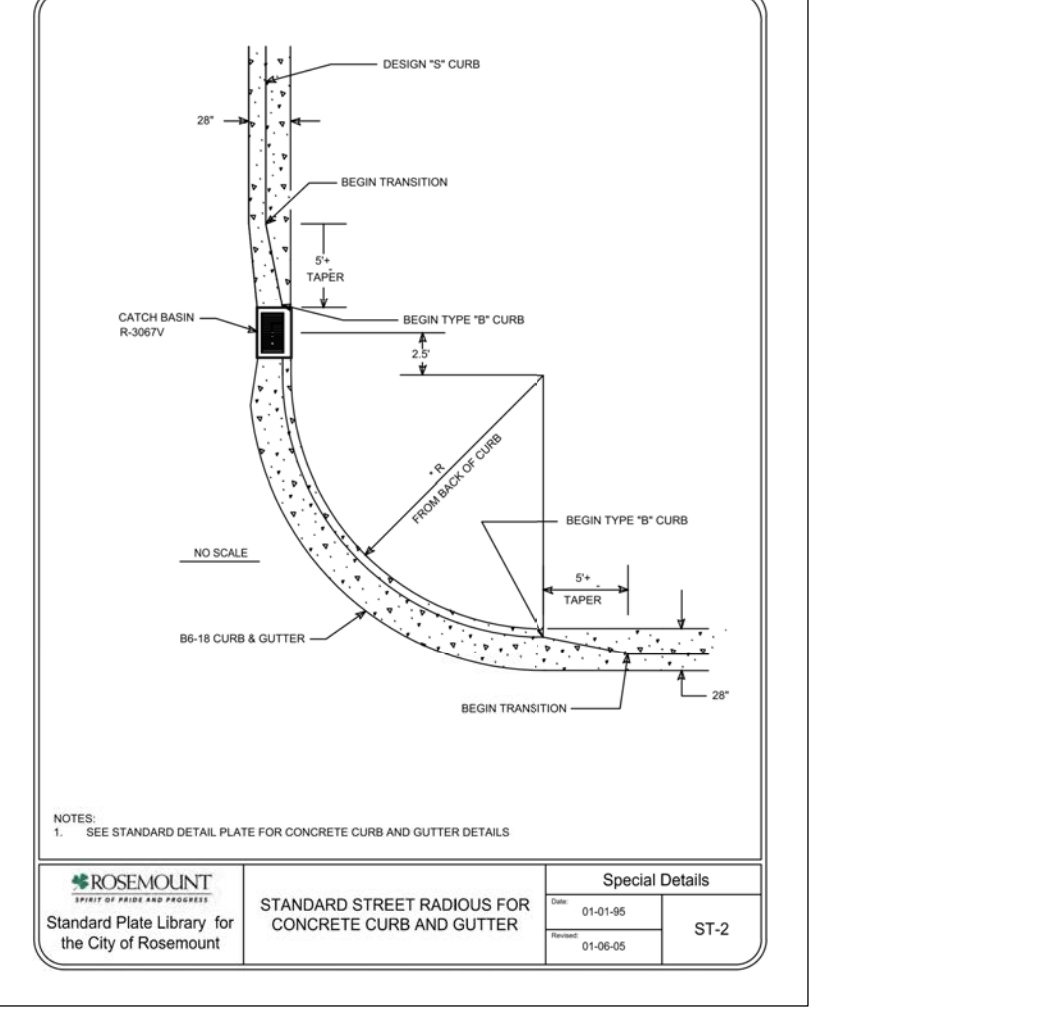
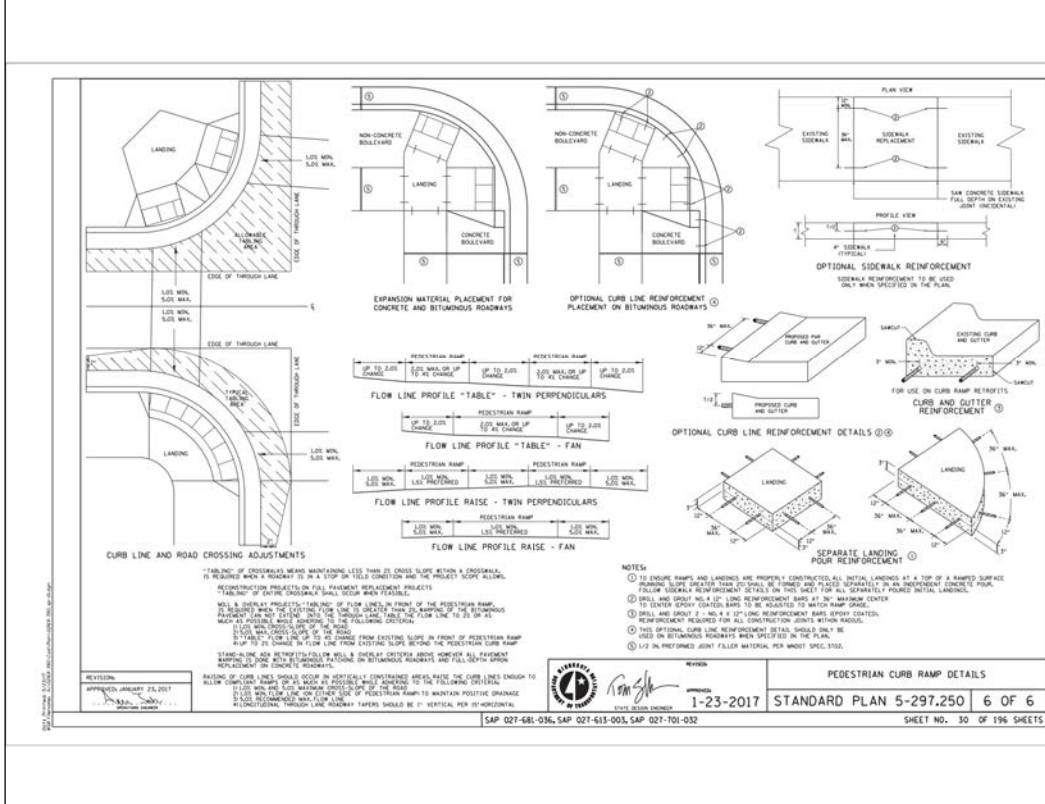
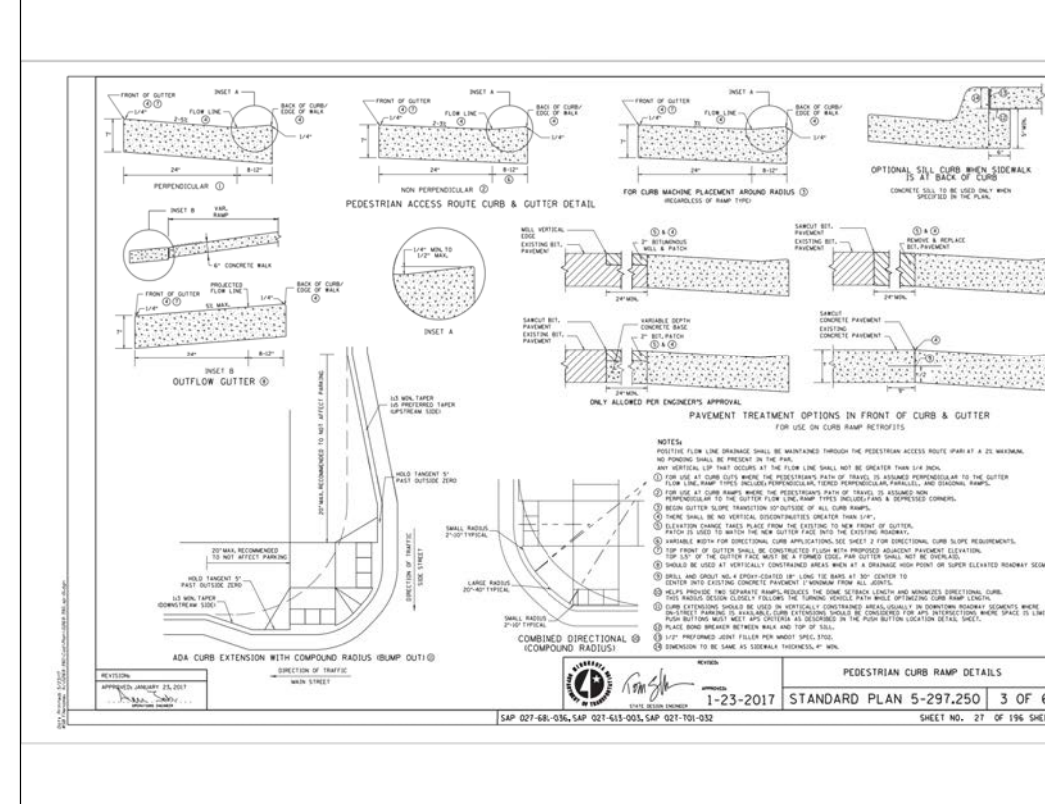
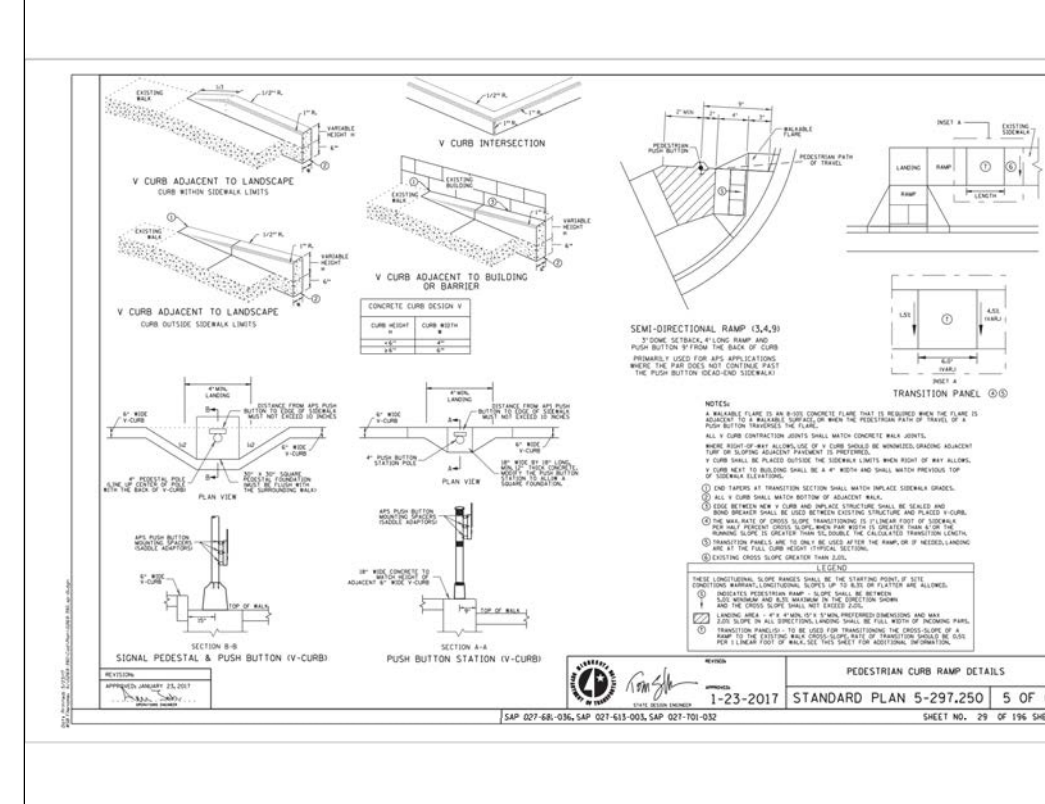
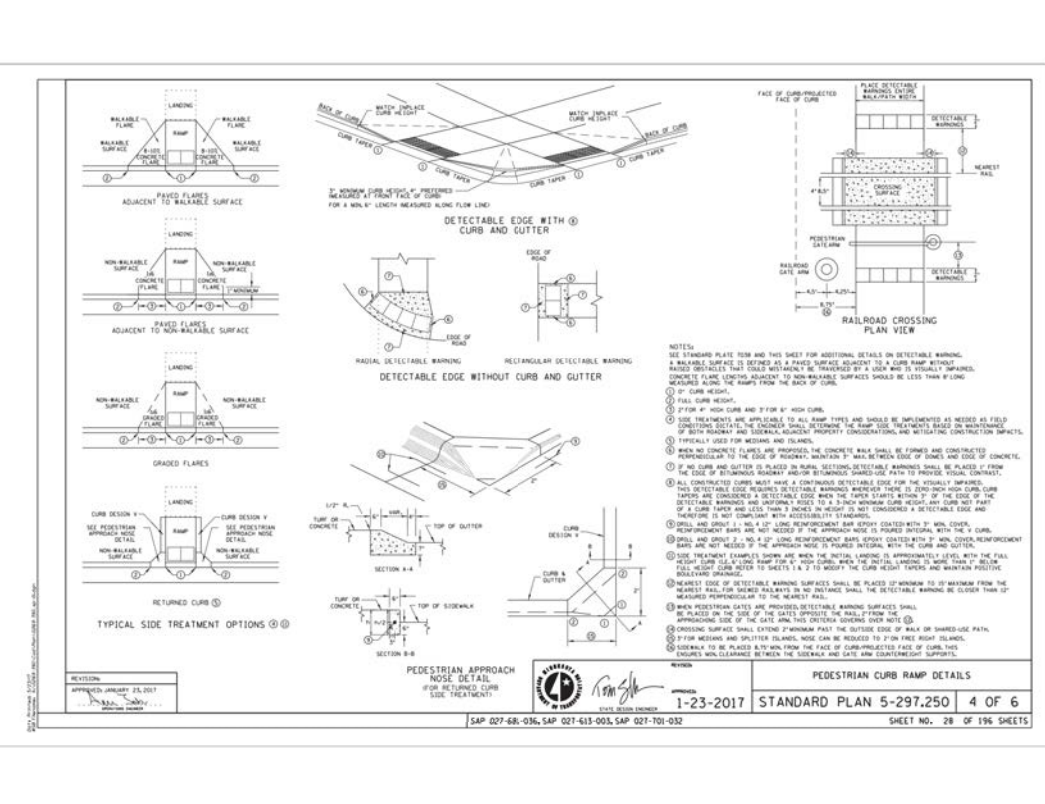
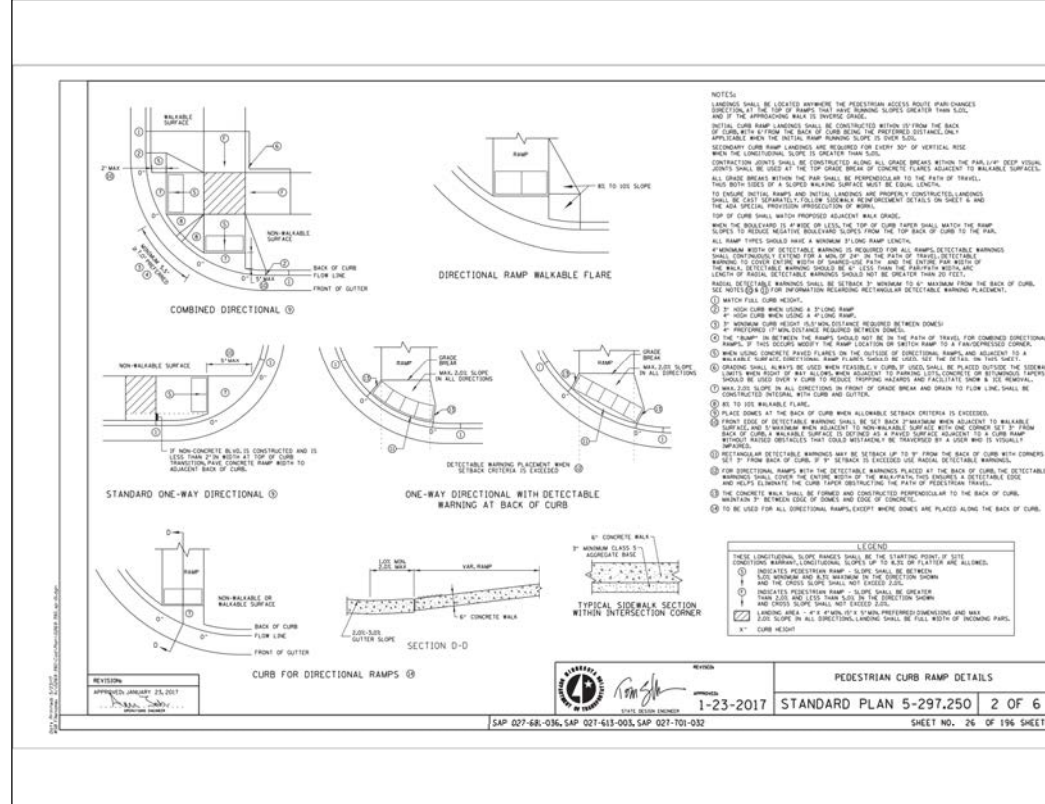
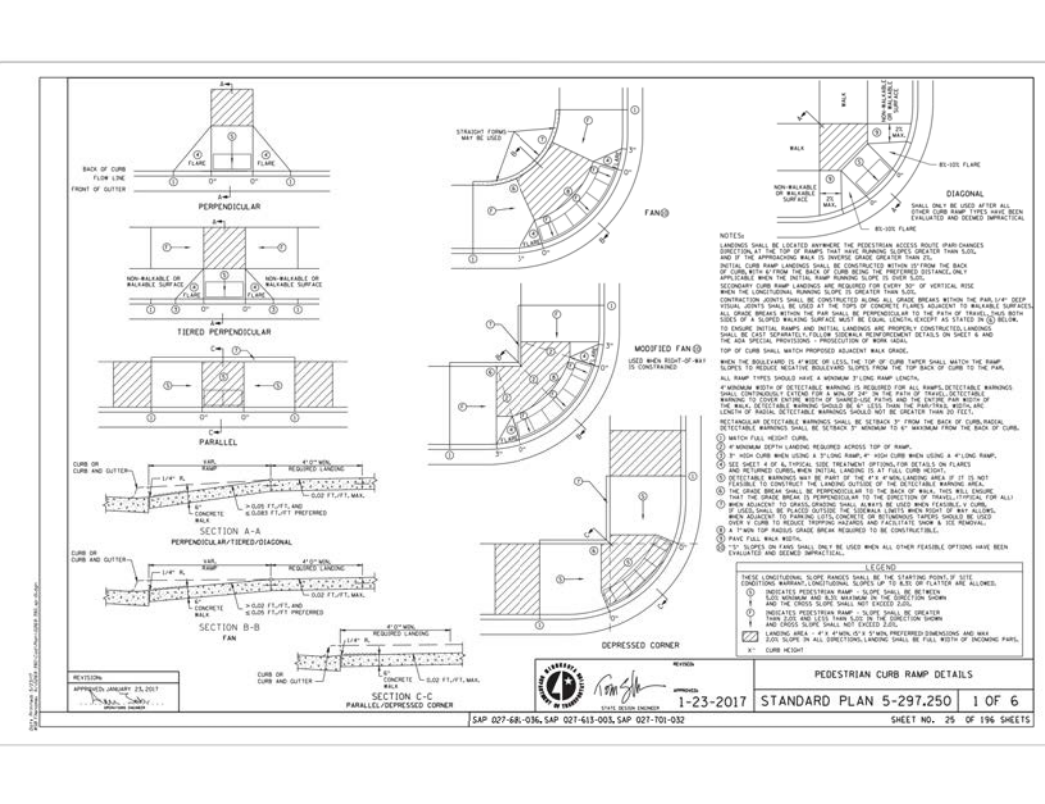
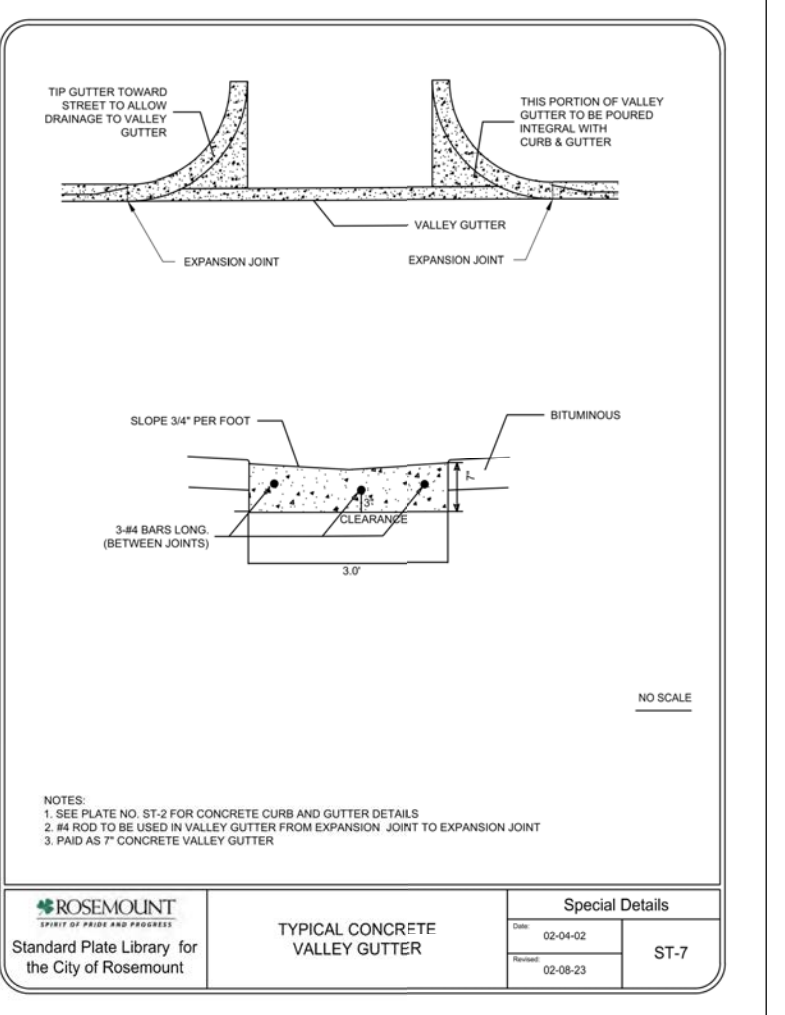
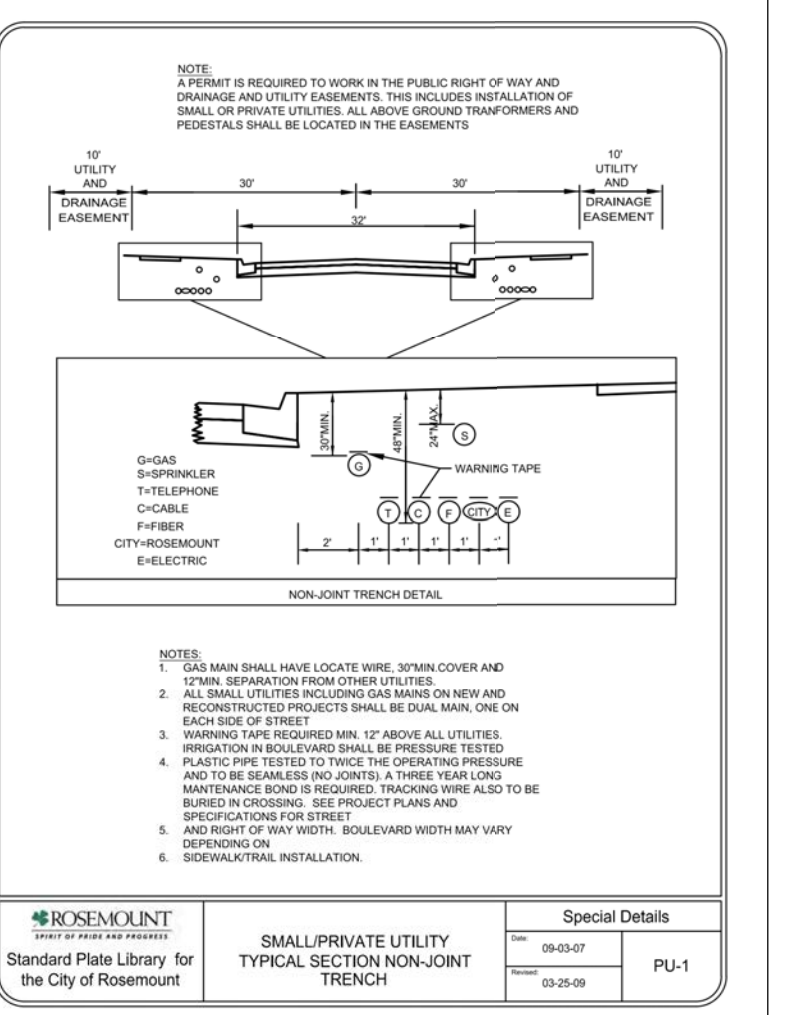
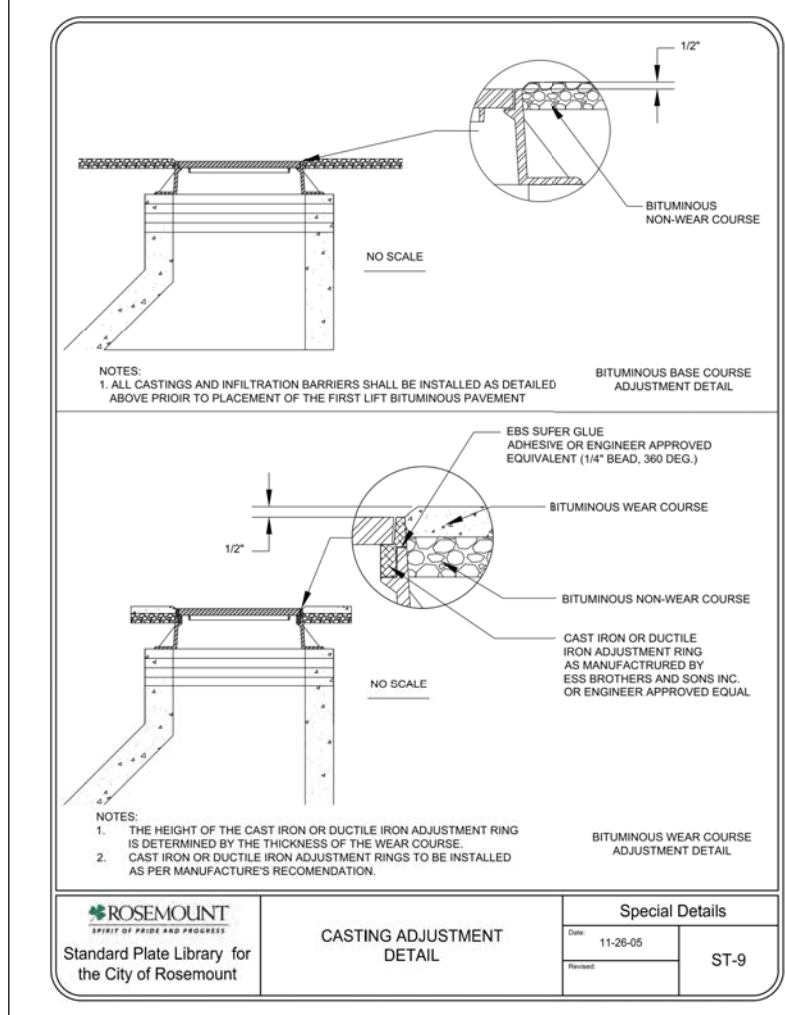
DESIGNED BY SD

CHECKED BY SD

FILE NO. 00951

C8.2

Details



INDEX OF CIVIL SITE DRAWINGS:

- CO
- C1.1
- C2.1–C2.2
- C3.1
- C4.1
- C5.1
- C6.1
- C7.1–7.2
- C8.1–C8.4

OWNER/DEVELOPER:

Magellan Land Development

PO Box 302
Excelsior, MN 55331

Jason Palmby
612-220-6641
jason@palmby.com

PRELIMINARY PLANS FOR

AKRON RIDGE

Residential Development Project

13040 Akron Avenue
Rosemount, Minnesota 55068

DETAILS

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

12/31/24

Reg. No. 24348

PREPARED BY:

CIVIL ENGINEERING
SITE DESIGN

115 East Broadway St.
PO Box 566
Monticello, Mn 55662
Phone: 763-314-0929
www.civiliso.com

REVISIONS

10/31/24 UPDATE STREET PROFILE AND SANITARY DEPTH DATA

11/27/24 UPDATE SITE LAYOUT WITH 4-UNIT BUILDINGS

12/31/24 REVISE SITE LAYOUT FOR LARGER POND

DATE

10/29/24

DRAWN BY

SD

DESIGNED BY

SD

CHECKED BY

SD

FILE NO.

00951

HORIZONTAL SCALE

1 inch = 10 feet

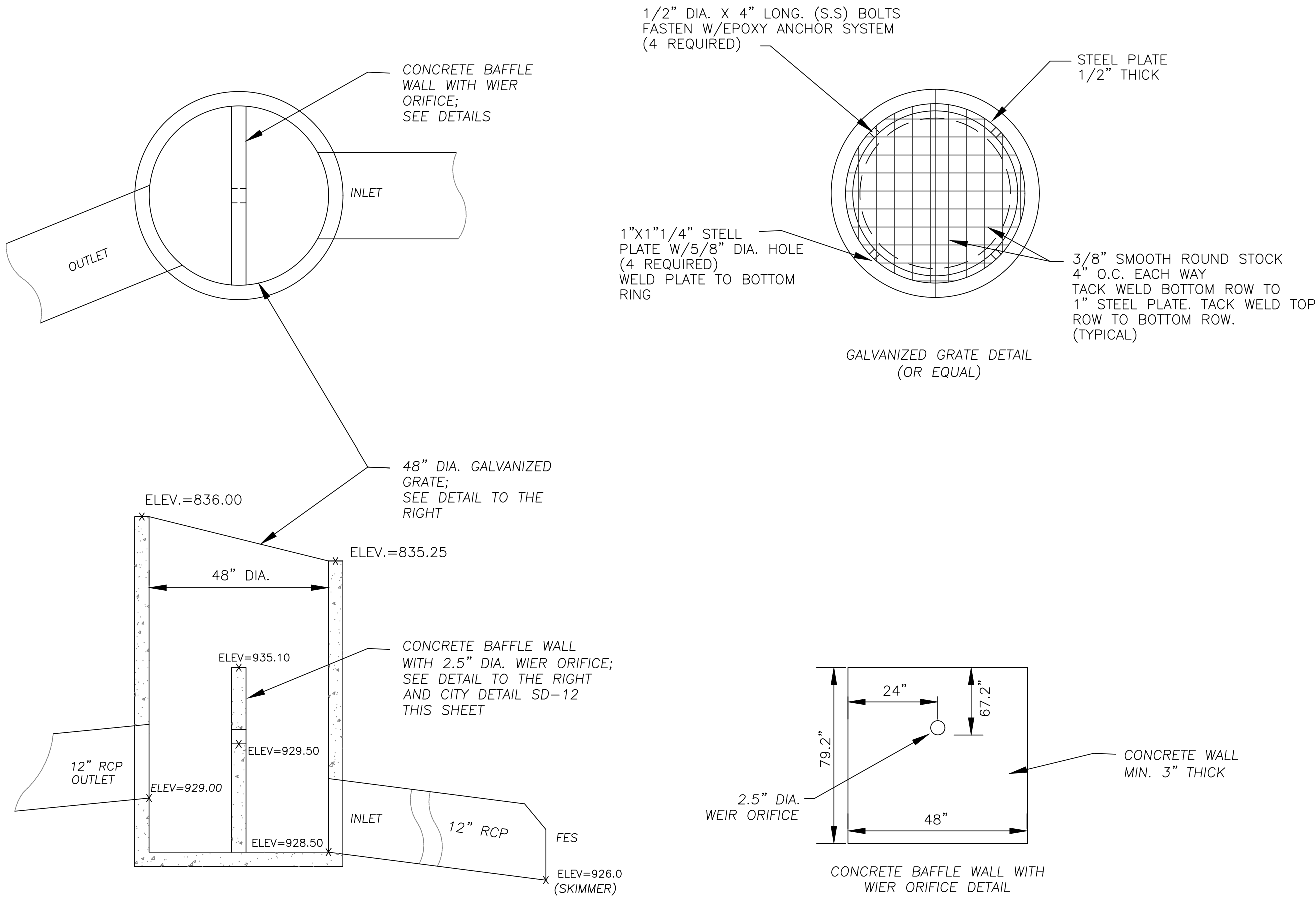
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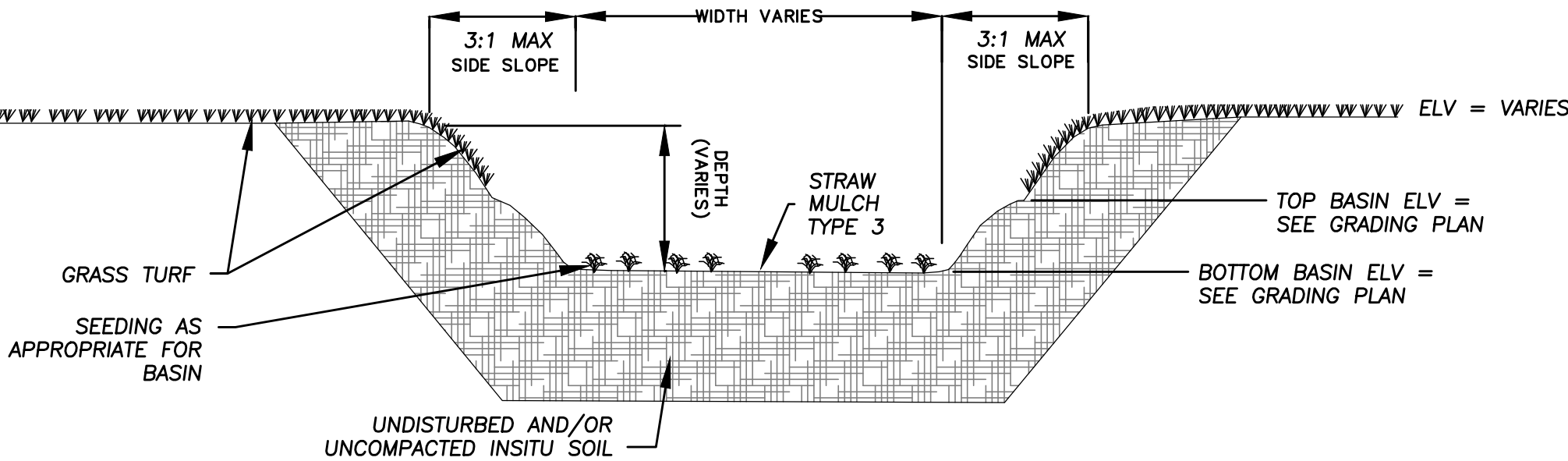
C8.3

Details

Page 115 of 148



BASIN OUTLET CONTROL
STRUCTURE (OCS-1)



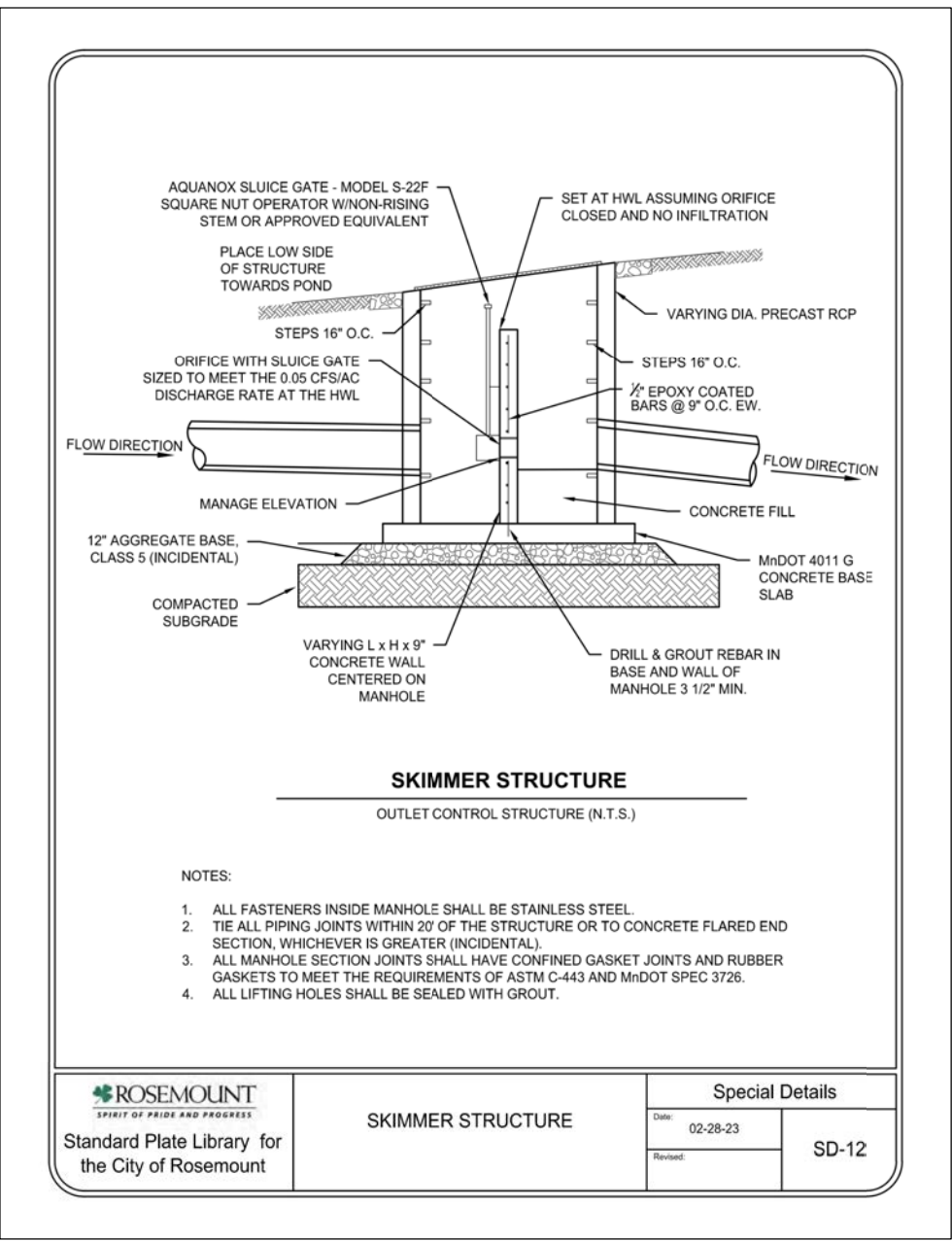
TYPICAL INFILTRATION BASIN CROSS-SECTION
NOT TO SCALE

INFILTRATION BASIN GENERAL NOTES:

- 1) INSTALL ALL TEMPORARY EROSION CONTROL MEASURES (IN ACCORDANCE WITH MNDOT GENERAL CONDITIONS 2573) PRIOR TO THE START OF ANY CONSTRUCTION OPERATION THAT MAY CAUSE ANY SEDIMENTATION OR SILTATION AT THE SITE.
- 2) INSTALL STORM DRAIN INLET PROTECTION TO PREVENT CLOGGING OF THE STORM SEWER AND SEDIMENT LOADS TO DOWNSTREAM STORM WATER FACILITIES OR WATERBODIES.
- 3) IF THE STORM WATER BMP IS BEING DESIGNED TO SERVE AS A TEMPORARY SEDIMENT BASIN, GRADE THE BMP TO WITHIN 12" ABOVE THE FINAL GRADE TO PROTECT THE UNDERLYING MATERIAL FROM CLOGGING. ONCE CONSTRUCTION IN THE CONTRIBUTING DRAINAGE AREA HAS BEEN COMPLETED AND THE SITE IS STABILIZED, EXCAVATE THE INFILTRATION BASIN TO FINAL GRADE AND COMPLETE CONSTRUCTION OF THE INFILTRATION BASIN.
- 4) GRADING OF THE INFILTRATION BASIN SHALL BE ACCOMPLISHED USING LOW-IMPACT EARTH MOVING EQUIPMENT TO PREVENT COMPACTION OF THE UNDERLYING SOILS. SMALL TRACKED DOZERS AND BOBCATS WITH RUNNER TRACKS ARE RECOMMENDED.
- 5) EXCAVATE THE INFILTRATION BASIN TO THE SPECIFIED DEPTH (ELEVATION). ALL SUB MATERIAL BELOW THE SPECIFIED ELEVATION SHALL BE LEFT UNDISTURBED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- 6) IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE BMP DURING OR IMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL WILL NEED TO BE REMOVED FROM THE INFILTRATION BASIN PRIOR TO INITIATING THE NEXT STEP IN THE INFILTRATION BASIN CONSTRUCTION PROCESS. THIS IS ESPECIALLY IMPORTANT IF THE INFILTRATION BASIN HAS BEEN DESIGNED TO INFILTRATE STORM WATER. SEDIMENT THAT HAS BEEN WASHED INTO THE INFILTRATION BASIN DURING THE EXCAVATION PROCESS CAN SEAL THE PERMEABLE MATERIAL, SIGNIFICANTLY REDUCING THE INFILTRATION CAPACITY OF THE SOILS.
- 7) INFILTRATION BASIN TO BE SEEDED WITH MNDOT SEED MIX 33-261 OR APPROVED EQUAL. SEEDING SHALL CONFORM TO MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- 8) BOTTOM OF INFILTRATION BASIN TO BE SEEDED AND SHALL BE MULCHED WITH CLEAN GRAIN STRAW (MNDOT TYPE 3) AT A RATE OF 2 TONS PER ACRE.
- 9) SEEDING AND INSTALLATION OF ANY EROSION CONTROL BLANKET NECESSARY SHALL BE COMPLETED WITHIN SEVEN DAYS (7) DAYS OF FINAL GRADING.

INDEX OF CIVIL SITE DRAWINGS:

C0	PROJECT LOCATION PLAN
C1.1	PRELIMINARY PLAT & SITE PLAN
C2.1-C2.2	GRADING PLAN AND RETAINING WALL PLAN
C3.1	SANITARY & WATER UTILITY PLAN
C4.1	STORM SEWER UTILITY PLAN
C5.1	STORM WATER POLLUTION PREVENTION PLAN
C6.1	EXISTING CONDITIONS & REMOVAL PLAN
C7.1-7.2	PROFILES
C8.1-C8.4	DETAILS



OWNER/DEVELOPER:

Magellan Land
Development

PO Box 302
Excelsior, MN 55331

Jason Palmby
612-220-6641
jason@palmby.com

PRELIMINARY PLANS FOR
AKRON RIDGE
Residential Development Project
13040 Akron Avenue
Rosemount, Minnesota 55068
DETAILS

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

Date: 12/31/24 Reg. No. 24348
PREPARED BY: CIVIL ENGINEERING
SITE DESIGN

118 East Broadway St.
PO Box 566
Monticello, Mn 55362
Phone: 763-314-0929
www.civiliso.com

REVISIONS
10/31/24 UPDATE STREET PROFILE AND SANITARY DEPTH DATA
11/27/24 UPDATE SITE LAYOUT WITH 4-UNIT BUILDINGS
12/31/24 REVISE SITE LAYOUT FOR LARGER POND

DATE 10/29/24
DRAWN BY SD

DESIGNED BY SD

CHECKED BY SD

VERTICAL SCALE
1 inch = feet

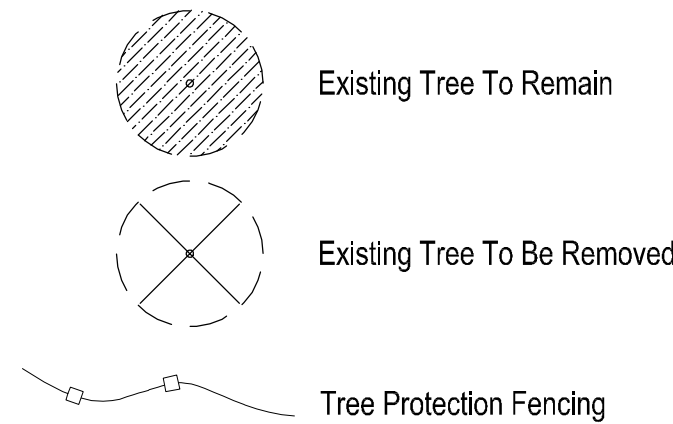
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1 inch = feet
(FULL SIZE SHEET 22 x 30)

FILE NO. 00951

C8.4

Details

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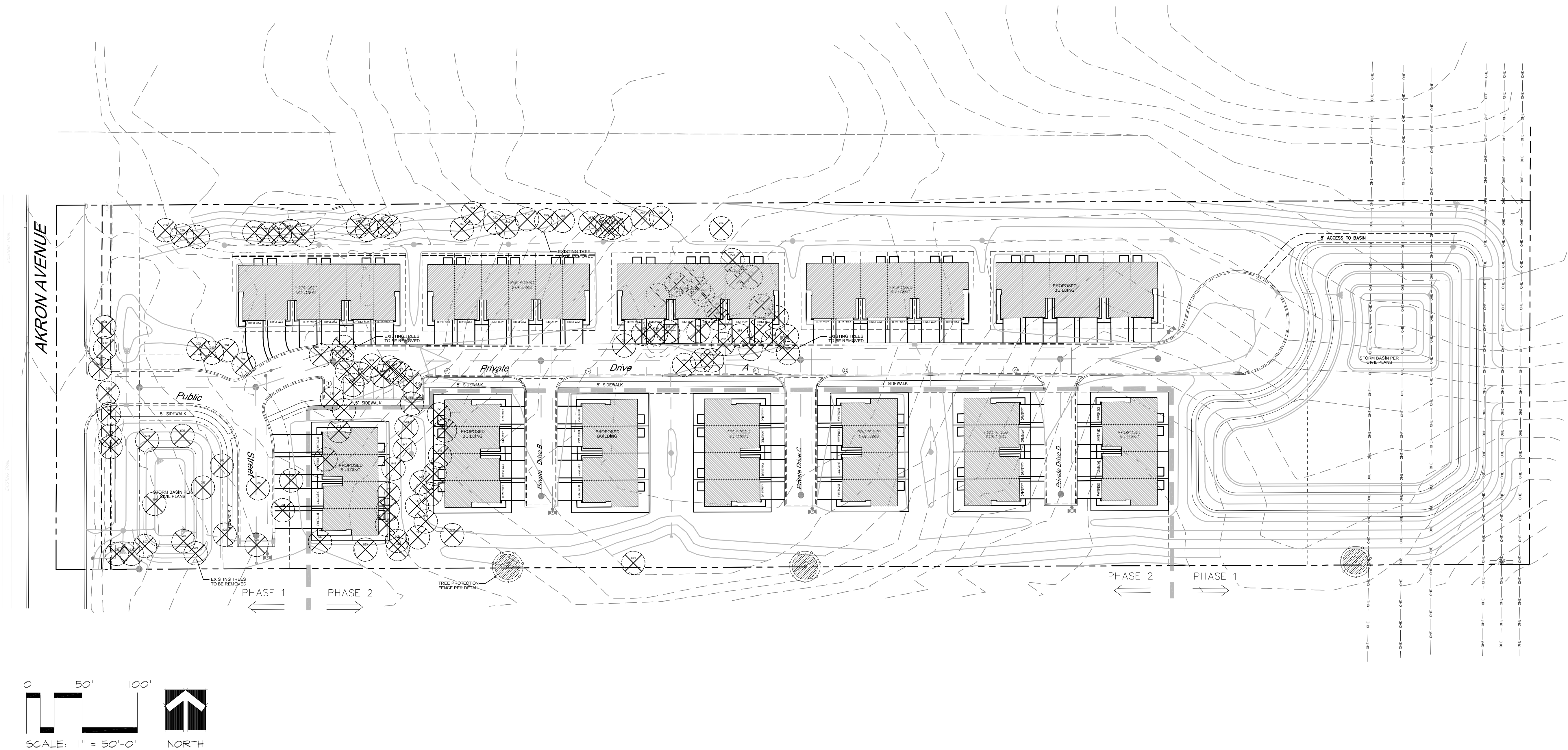


GENERAL NOTES:

1. Landscape contractor to provide a new irrigation layout plan for the property. See Landscape Notes.
2. See Civil Engineer's plans for tree removals, site clearing, grading layout, utilities, and other requirements.
3. Contractor to coordinate any work in the right-of-way with City of Rosemount Public Works Department.
4. Sod all disturbed areas except plant beds and areas noted to receive mulch.
5. Place a minimum of 4" topsoil, with not more than 35% and content. Topsoil inspection is required prior to installing sod and trees.
6. Refer to builder's specifications for additional requirements.
7. See Sheets L1.3 for Landscape Details, Notes, Schedules, and Typ. Foundation Planting Enlargement.
8. Landscape contractor is responsible for verification of soils and graded condition prior to mobilization and shall notify the General Contractor if earthwork is not acceptable. Landscape contractor is responsible for fine grading, or grade to within 1" of final set elevation.
9. See Sheet L1.4 for Tree Preservation Notes, Detail, and Existing Tree Schedule.

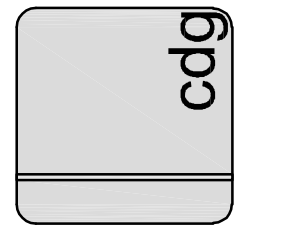
TREE MITIGATION SUMMARY:

Summary	Inches
Total Significant Tree Inches:	1,443
Heritage Inches:	0
Significant Inches Removed:	1,409
Allowed Removals (25%):	361
Inches Removed Above Allowed:	1,048
Mitigation Inches Owed (.5" per inch Removed)	524



TREE PRESERVATION PLAN:

CALYX DESIGN GROUP
Landscape Architecture - Planning
475 Cleveland Ave. N | Suite 101A | Saint Paul, MN 55104
telephone: 651.788.9018
internet: www.calyxdesigngroup.com



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 in the State of Minnesota.
Print Name: Ben H. Heston
Signature: [Signature]
Title: Licensed Professional Engineer

AKRON RIDGE
ROSEMOUNT, MINNESOTA
TREE PRESERVATION PLAN
FOR
MAGELLAN LAND DEVELOPMENT
P.O. BOX 302, EXCELSIOR, MN 55331

DRAWN BY
BH
DATE
11/07/2024

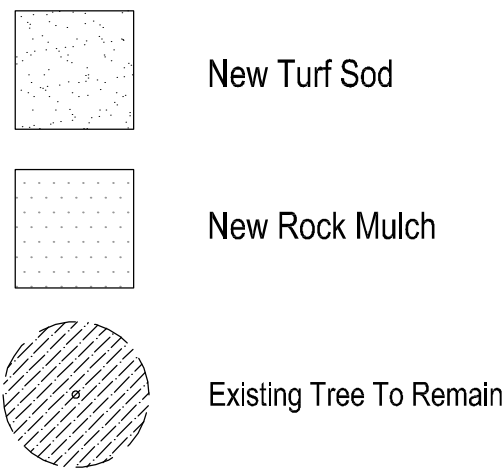
REVISIONS

12/30/2024 REV. SITE PLAN

PROJECT NO.
24-151
L1.1



LANDSCAPE LEGEND:



MUNICIPAL LANDSCAPE CALCULATIONS:

Minimum Planting Sizes

Coniferous Trees: 6' Hgt.
Deciduous Trees: 2.0"-2.5" Cal.
Deciduous Shrubs: 24"

City of Rosemount: Multi-unit residential sites that contain buildings that are one (1) or two (2) stories shall provide a minimum of eight (8) overstory or coniferous trees plus one (1) tree per unit and multi-unit residential sites that contain buildings that are three (3) stories or higher shall provide a minimum of eight (8) overstory or coniferous trees plus one (1) tree per two (2) units. Spacing between the trees shall be a maximum of fifty (50) feet along the perimeter of the site adjacent to any roadway.

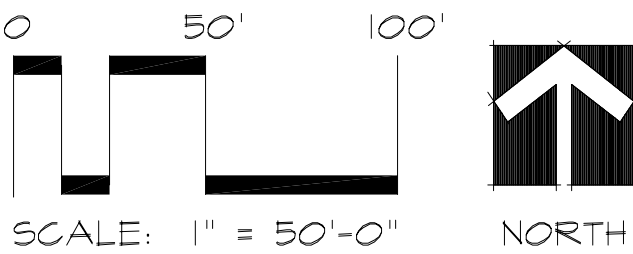
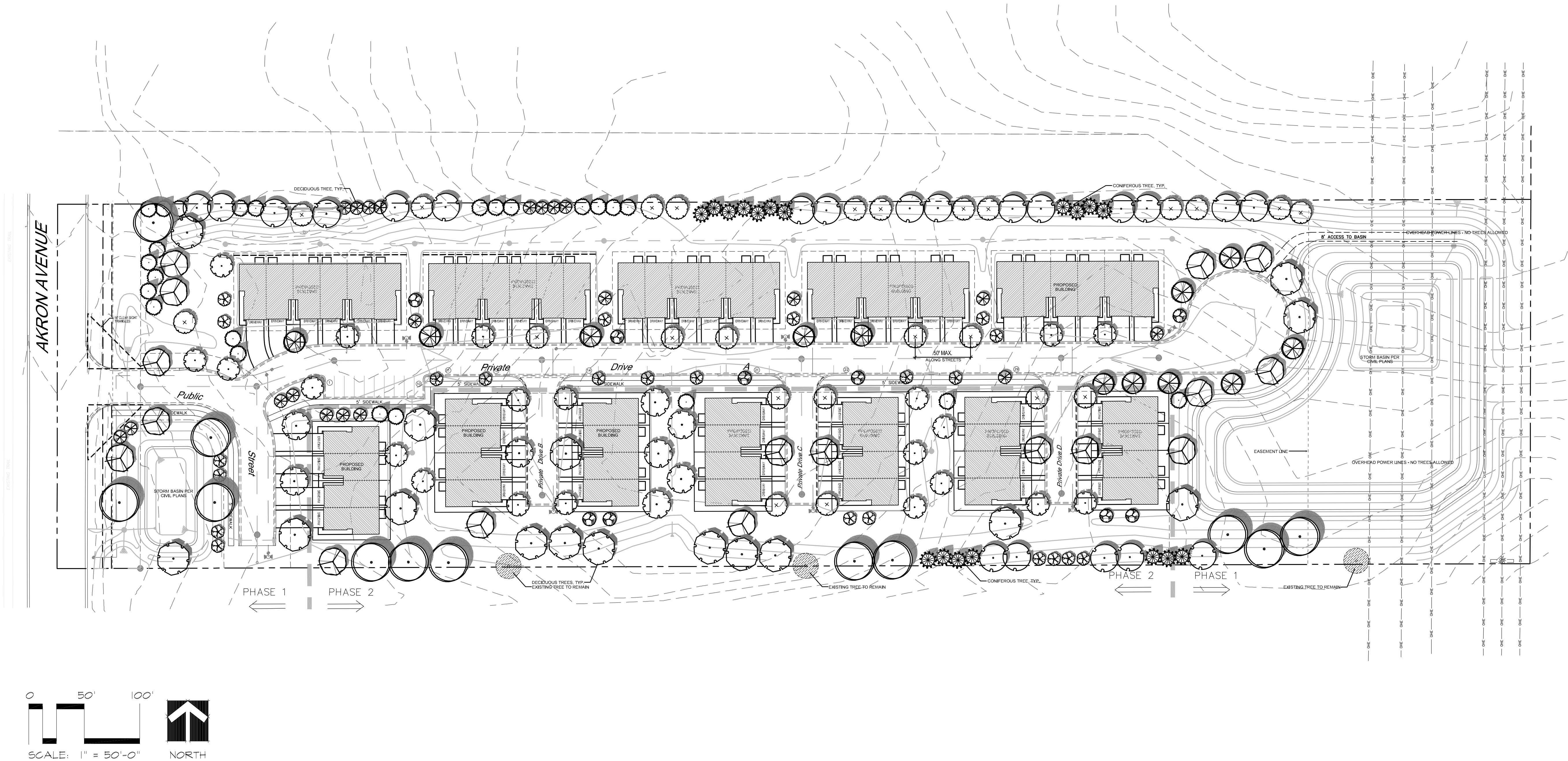
GENERAL NOTES:

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2. See Civil Engineer's plans for tree removals, site clearing, grading layout, utilities, and other requirements
3. Contractor to coordinate any work in the right-of-way with City of Rosemount Public Works Department.
4. Sod all disturbed areas except plant beds and areas noted to receive mulch.
5. Place a minimum of 4" topsoil, with not more than 35% and content. Topsoil inspection is required prior to installing sod and trees.
6. Refer to builder's specifications for additional requirements.
7. See Sheets L1.3 for Landscape Details, Notes, Schedules, and Typ. Foundation Planting Enlargement.
8. Landscape contractor is responsible for verification of soils and graded condition prior to mobilization and shall notify the General Contractor if earthwork is not acceptable. Landscape contractor is responsible for fine grading, or grade to within 1" of final set elevation.
9. See Sheet L1.4 for Tree Preservation Notes, Detail, and Existing Tree Schedule.

PROPOSED TREE SUMMARY:

Overstory Deciduous Trees Provided: 131 Trees / 341.5 Inches
Understory Deciduous Trees Provided: 53 Trees / 106 Inches
Coniferous Overstory Trees Provided: 42 Trees / 105 Inches

TOTAL NEW TREE COUNT: 226.0
TOTAL NEW TREE INCHES: 552.5
MITIGATION INCHES OWED: 524.0



LANDSCAPE LAYOUT PLAN:

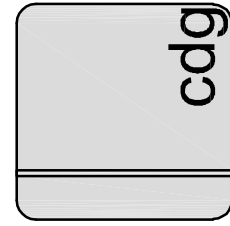
CALYX DESIGN GROUP

Landscape Architecture - Planning

475 Cleveland Ave. N | Suite 101A | Saint Paul, MN 55104

telephone: 651.788.9018

internet: www.calyxdesigngroup.com



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Print Name: Ben H. Hoyer
Signature: [Signature]
Date: 12/30/2024
PRELIMINARY

AKRON RIDGE
ROSEMOUNT, MINNESOTA
LANDSCAPE LAYOUT PLAN
FOR
MAGELLAN LAND DEVELOPMENT
P.O. BOX 302, EXCELSIOR, MN 55331

DRAWN BY BH	
DATE 11/07/2024	
REVISIONS	
12/30/2024	REV. SITE PLAN
01/22/2025	CITY CODE UPDATE
PROJECT NO. 24-151	
L1.1	



1. Landscape contractor to provide nursery pull list (bill of lading) including plant species and sizes shipped to the site. Additionally, the landscape contractor shall provide nursery stock traceability, proving none of the materials provided contain or are genetic strains of the neonicotinoid family including acetamiprid, clothianidin, imidacloprid, nitenpyram, nithiazine, thiacloprid and thiamethoxam.

3. All plant material shall comply with the latest edition of the American Standard for Nursery Stock, American Association of Nurserymen. Unless noted otherwise, deciduous shrubs shall have at least 5 canes at the specified shrub height. Plant material shall be delivered as specified. All deciduous trees are measured at 48" from finished grade to determine tree diameter (DBH). All coniferous trees are measured from finished grade to the top of the central leader. If no central leader is present on coniferous trees, that plant is rejected and must be replaced immediately.

5. All proposed plants shall be placed as close to the location(s) indicated on the plan as possible. Contact the landscape architect if discrepancies arise during plant installation that require deviating location(s) from those shown on the plans.

6. Adjustment in location of proposed plant material may be needed in field. Should an adjustment be required, the client will provide field approval. Significant changes may require city review and approval.

7. The project landscape contractor shall be held responsible for watering and properly handling all plant materials brought on the site both before and after installation. Schedule plant deliveries to coincide with expected installation time within 36 hours.

9. The landscape contractor shall provide the owner with a watering schedule appropriate to the project site conditions and to plant material growth requirements.

10. If the landscape contractor is concerned or perceives any deficiencies in the plant selections, soil conditions, drainage or any other site condition that might negatively affect plant establishment, survival or guarantee, they must bring these deficiencies to the attention of the landscape architect & client prior to bid submission. Plant bed drainage concerns during plant installation shall be brought to the attention of the Owner and General Contractor immediately.

11. Contractor shall establish to his/ her satisfaction that soil and compaction conditions are adequate to allow for proper drainage at and around the building site.

12. Contractor is responsible for ongoing maintenance of all newly installed material for the duration of the plant warranty, with the exception of turf sod, which shall be maintained for 30 days after installation or until the first mowing, whichever comes first. Contractor must bag clippings from initial mowing and remove from the job site. Any acts of vandalism or damage which may occur prior to warranty start shall be the responsibility of the contractor. Contractor shall provide the owner with O&M information, including (but not limited to), written instructions on proper lawn mowing height, yearly lawn maintenance recommendations, proper plant pruning information, plant & lawn fertilization schedule, and disease/pest control.

13. The contractor shall guarantee newly planted material through one calendar year from the date punch list review, per City of Rose mount requirements. Plants that exhibit more than 20% die-back damage shall be replaced at no additional cost to the owner. The contractor shall also provide adequate tree wrap and deer/rodent protection measures for the plantings during the warranty period.

14. This layout plan constitutes our understanding of the landscape requirements listed in the ordinance. Changes and modifications may be requested by the city based on applicant information, public input, council decisions, etc.

15. The landscape contractor shall be responsible for obtaining any permits and coordinating inspections as required throughout the work process.

16. Plant size & species substitutions must be approved in writing by the City of Rosemount prior to installation.

17. Irrigation: The landscape contractor shall furnish a complete irrigation layout plan for review. Design for head-to-head coverage of all landscaped areas. Include underground sleeve locations, irrigation connection location within the building, and locations of all heads, lateral lines, main lines, valves, & controls. Include a wired rain sensor per state plumbing code. See Irrigation Notes for additional information and requirements regarding system controls.

18. Landscape Contractor is responsible for coordination with the General Contractor, to protect the new improvements on and off-site during landscape work activities. Report any damage to the General Contractor immediately.

19. All plant beds and trees located outside of plant bed limits to receive Western Red Cedar wood mulch to a depth of 4-inches. Wood mulch tree rings per details. Submit mulch sample for Owner approval. Top dress wood mulch areas with Preen pre-emergent granule to prevent emergent weeds.

20. Edger to be 5.5"X20' Heavy Duty Commercial Grade Polyethylene with 1" round cap. Sleeve joints and anchor every 16". Cobra, EdgePro Valley View, or Equal.

21. All planting areas shall be prepared prior to installation activities with clean, imported loam topsoil. Provide a firm planting bed free of stones, sticks, construction debris, etc.

22. The Landscape Contractor shall furnish samples of all landscape materials for approval prior to installation.

23. The Landscape Contractor shall clear and grub the underbrush from within the work limits to remove dead branches, leaves, trash, weeds and foreign materials.

24. The landscape contractor shall contact Gopher State One Call no less than 48 hours before digging for field utility locations.

25. The landscape contractor shall be responsible for the removal of erosion control measures once vegetation has been established to the satisfaction of the municipal staff. This includes silt curtain fencing and sediment logs placed in the landscape.

26. The landscape contractor shall be responsible for visiting the site to become familiar with the conditions prior to bidding and installation. Coordinate with the general contractors on matters such as fine grading, landscaped area conditions, staging areas, irrigation connection to building, etc.

27. Construction materials, stockpiles, equipment, and vehicles shall not be stored or operated on city boulevards without written permission from the city. Restore disturbed areas off-site to original condition.

28. All sub-cut areas of the site that are designated on the site plan as open space for landscape shall be graded with imported, pulverized topsoil. Slope away from building. See note 29 below.

29. Landscape contractor must prove the open sub-grade of all planting areas after their excavation is capable of infiltrating a minimum requirement of 1/4-inch of water per hour prior to installation of plant materials, topsoil, irrigation, weed mat, and mulch. Planting areas not capable of meeting this requirement shall have 4" diameter X 48" depth holes augured every 36" on-center and filled with MnDOT Free-Draining Coarse Filter Aggregate. Re-test sub-grade percolation for compliance to infiltration minimum requirement.

30. Apply Preen pre-emergent herbicide to new shrub beds and at wood mulch rings of trees to prevent weed growth.

31. Grind or excavate existing stumps (if present) to 30" below grade & backfill with imported topsoil.

32. Rock Mulch: Where noted on the plans, rock mulch shall be 3" depth of 1" dia. river stone rocks over free-draining weed mat. Turn weed mat down at building, walks, and at edger.

33. Landscape Contractor and Excavator shall be responsible for providing 4" depth topsoil under turf areas, 12" depth topsoil in plant beds and 24" in tree pits, with no more than 35% sand. See civil engineer's plans for grading, erosion control, and final grade elevations.

<u>SYMBOL</u>	<u>CODE</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONTAINER</u>	<u>QTY</u>
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EVERGREEN TREES

ORNAMENTAL TREES

OVERSTORY TREES

SHRUBS

GRASSES

	Ce	Calamagrostis x acutiflora `El Dorado`	El Dorado Reed Grass	2 gal.	Pot	6
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0 15' 30'

SCALE: 1" = 15'-0"

NORTH



PROJECT NO
24-151

L1.3

EXISTING TREE DATA:

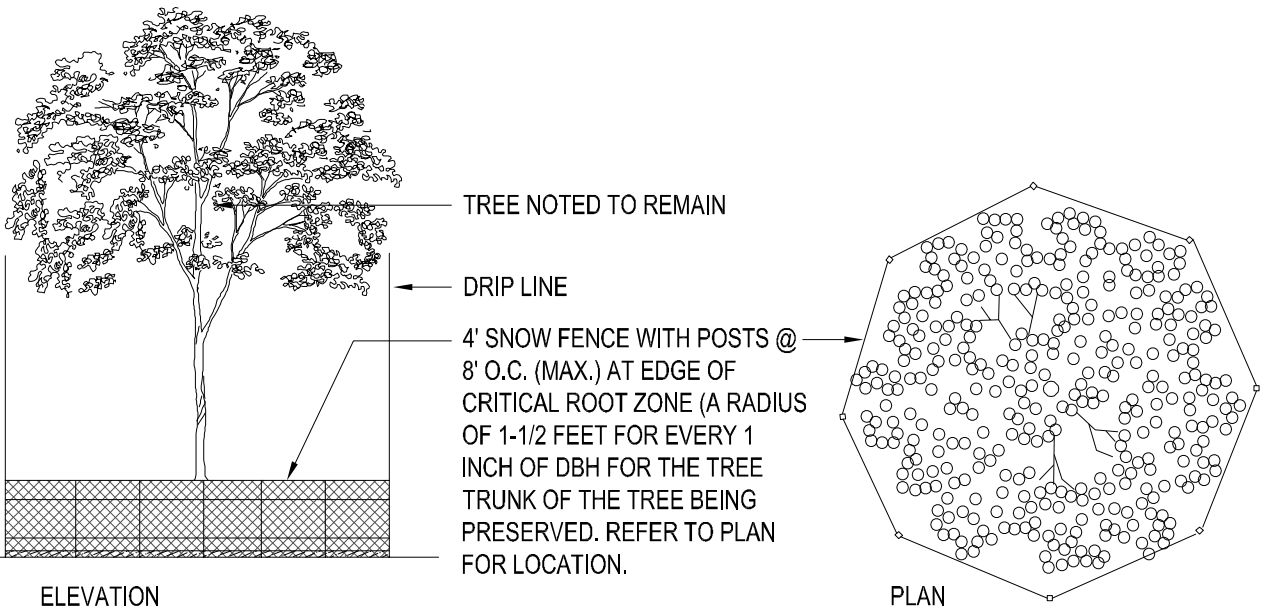
TAG NO.	TREE DIA. (IN)	SPECIES	CONDITION	SIGNIFICANT?	HERITAGE?	REMOVE?
238	12	BLUE SPRUCE	FAIR	Y	N	Y
239	6	BLUE SPRUCE	FAIR	Y	N	Y
240	13	BLUE SPRUCE	FAIR	Y	N	Y
241	7	BLUE SPRUCE	FAIR	Y	N	Y
242	8	BLUE SPRUCE	FAIR	Y	N	Y
243	10	BLUE SPRUCE	FAIR	Y	N	Y
244	8	BLUE SPRUCE	FAIR	Y	N	Y
245	7	BLUE SPRUCE	FAIR	Y	N	Y
246	18	COTTONWOOD	GOOD	Y	N	Y
247	19	COTTONWOOD	FAIR	Y	N	Y
248	16	COTTONWOOD	FAIR	Y	N	Y
249	16	COTTONWOOD	FAIR	Y	N	Y
250	30	COTTONWOOD	GOOD	Y	N	Y
251	6	BOXELDER	FAIR	Y	N	Y
252	21	COTTONWOOD	FAIR	Y	N	Y
253	8	BOXELDER	POOR	Y	N	Y
254	19	COTTONWOOD	FAIR	Y	N	Y
255	16	COTTONWOOD	FAIR	Y	N	Y
256	15	COTTONWOOD	POOR	Y	N	Y
257	22	COTTONWOOD	FAIR	Y	N	Y
258	14	COTTONWOOD	FAIR	Y	N	Y
259	8	BOXELDER	FAIR	Y	N	Y
260	12	COTTONWOOD	GOOD	Y	N	Y
261	8	BOXELDER	POOR	Y	N	Y
262	7	BOXELDER	POOR	Y	N	Y
263	23	COTTONWOOD	FAIR	Y	N	Y
264	27	COTTONWOOD	GOOD	Y	N	Y
265	20	COTTONWOOD	FAIR	Y	N	Y
266	7	BOXELDER	POOR	Y	N	Y
267	8	BOXELDER	POOR	Y	N	Y
268	7	BOXELDER	POOR	Y	N	Y
269	16	COTTONWOOD	POOR	Y	N	Y
270	16	COTTONWOOD	FAIR	Y	N	Y
271	14	COTTONWOOD	FAIR	Y	N	Y
272	15	COTTONWOOD	FAIR	Y	N	Y
273	13	COTTONWOOD	FAIR	Y	N	Y
274	9	BOXELDER	POOR	Y	N	Y
275	22	BOXELDER	FAIR	Y	N	Y
276	15	COTTONWOOD	FAIR	Y	N	Y
277	18	COTTONWOOD	FAIR	Y	N	Y
278	13	COTTONWOOD	FAIR	Y	N	Y
279	18	COTTONWOOD	FAIR	Y	N	Y
280	16	COTTONWOOD	FAIR	Y	N	Y
281	14	COTTONWOOD	FAIR	Y	N	Y
282	18	COTTONWOOD	FAIR	Y	N	Y
283	19	COTTONWOOD	FAIR	Y	N	Y
284	14	COTTONWOOD	FAIR	Y	N	Y
285	9	BOXELDER	FAIR	Y	N	Y
286	17	BOXELDER	FAIR	Y	N	Y
287	9	BOXELDER	FAIR	Y	N	Y
288	19	COTTONWOOD	POOR	Y	N	Y
289	19	COTTONWOOD	FAIR	Y	N	Y
290	22	COTTONWOOD	FAIR	Y	N	Y
291	7	BOXELDER	POOR	Y	N	Y
292	10	BOXELDER	POOR	Y	N	Y
293	11	NORWAY MAPLE	GOOD	Y	N	Y
294	9	WHITE OAK	FAIR	Y	N	Y
295	9	WHITE OAK	FAIR	Y	N	Y
296	12	WHITE PINE	GOOD	Y	N	Y
297	12	WHITE PINE	GOOD	Y	N	Y
298	12	WHITE PINE	GOOD	Y	N	Y
299	12	WHITE PINE	GOOD	Y	N	Y
300	12	WHITE PINE	GOOD	Y	N	Y

TAG NO.	TREE DIA. (IN)	SPECIES	CONDITION	SIGNIFICANT?	HERITAGE?	REMOVE?
501	12	WHITE PINE	GOOD	Y	N	Y
502	12	WHITE PINE	GOOD	Y	N	Y
503	10	WHITE OAK	GOOD	Y	N	Y
504	24	SILVER MAPLE	GOOD	Y	N	Y
505	9	WHITE OAK	GOOD	Y	N	Y
506	12	SILVER MAPLE	GOOD	Y	N	Y
507	15	SILVER MAPLE	GOOD	Y	N	Y
508	15	SILVER MAPLE	GOOD	Y	N	Y
509	10	WHITE OAK	GOOD	Y	N	Y
510	14	NORWAY MAPLE	POOR	Y	N	Y
511	9	RED MAPLE	GOOD	Y	N	Y
512	15	SILVER MAPLE	FAIR	Y	N	Y
513	11	NORWAY MAPLE	GOOD	Y	N	Y
514	7	GREEN SPRUCE	POOR	Y	N	Y
515	10	BLUE SPRUCE	POOR	Y	N	Y
516	7	BLUE SPRUCE	POOR	Y	N	Y
517	6	BLUE SPRUCE	FAIR	Y	N	Y
518	9	BLACK HILLS SPRUCE	FAIR	Y	N	Y
519	10	BLACK HILLS SPRUCE	FAIR	Y	N	Y
520	8	BLACK HILLS SPRUCE	FAIR	Y	N	Y
521	6	BLACK HILLS SPRUCE	FAIR	Y	N	Y
522	16	COTTONWOOD	GOOD	Y	N	Y
523	26	COTTONWOOD	GOOD	Y	N	Y
524	20	COTTONWOOD	GOOD	Y	N	Y
525	17	SILVER MAPLE	FAIR	Y	N	Y
526	6	BLACK HILLS SPRUCE	FAIR	Y	N	Y
527	8	BLACK HILLS SPRUCE	FAIR	Y	N	Y
528	11	BLACK HILLS SPRUCE	FAIR	Y	N	Y
529	11	BLACK HILLS SPRUCE	FAIR	Y	N	Y
530	6	BLACK HILLS SPRUCE	FAIR	Y	N	Y
531	12	RED OAK	GOOD	Y	N	Y
532	6	BLACK HILLS SPRUCE	FAIR	Y	N	Y
533	8	BLACK HILLS SPRUCE	FAIR	Y	N	Y
534	8	BLACK HILLS SPRUCE	FAIR	Y	N	Y
535	9	BLACK HILLS SPRUCE	FAIR	Y	N	Y
536	8	BLACK HILLS SPRUCE	FAIR	Y	N	Y
537	8	BLACK HILLS SPRUCE	FAIR	Y	N	Y
538	8	BLACK HILLS SPRUCE	FAIR	Y	N	Y
539	6	BLACK HILLS SPRUCE	FAIR	Y	N	Y
540	8	BLACK HILLS SPRUCE	FAIR	Y	N	Y
541	8	BLACK HILLS SPRUCE	FAIR	Y	N	Y
542	8	BLACK HILLS SPRUCE	FAIR	Y	N	Y
543	8	BLACK HILLS SPRUCE	FAIR	Y	N	Y
544	10	BLACK HILLS SPRUCE	FAIR	Y	N	Y
545	8	BLACK HILLS SPRUCE	FAIR	Y	N	Y
546	8	BLACK HILLS SPRUCE	FAIR	Y	N	Y
547	9	BLACK HILLS SPRUCE	FAIR	Y	N	Y
548	8	BLACK HILLS SPRUCE	FAIR	Y	N	Y
549	9	BLACK HILLS SPRUCE	FAIR	Y	N	Y
550	8	BLACK HILLS SPRUCE	FAIR	Y	N	Y
551	8	BLACK HILLS SPRUCE	GOOD	Y	N	Y
552	8	GREEN APPLE TREE	FAIR	Y	N	Y
553	10	WHITE PINE	GOOD	Y	N	N
554	7	BOXELDER	POOR	Y	N	Y
555	6	AMERICAN BEECH	POOR	Y	N	N
556	18	BLACK CHERRY	GOOD	Y	N	N

TREE PRESERVATION NOTES:

Existing boundary, location, topographic, vegetation, and utility information shown on this plan is from a field survey provided by the Owner.

- Do not begin tree clearing work until tree protection measures are in place and to the permit approval of the City Forester has been granted.
- Critical Root Zone:**Install high density polyethylene safety fence, 4 ft. high, international orange, at the Drip Line or at the Critical Root Zone whichever is greater, of trees to be preserved per detail, prior to commencement of earthwork activity. Field-staking of the fence location(s) subject to City approval.
- Where silt fence and proposed tree protection fence overlap, place the tree protection fence on the outside of the silt fence, double-staked at the break-point.
- Refer to Tree Protection Detail 1, Sheet L1.4
- The contractor shall prune the canopy of existing trees to remain where the canopy is in jeopardy of damage due to the new improvements shown. It is recommended that the contractor hire a certified arborist to perform the pruning. Any branches broken during construction shall be immediately trimmed and wounds painted to prevent further damage.
- Perform work in accordance with the laws, ordinances, rules, regulations, and orders of public authority having jurisdiction. Secure and pay for permits, governmental fees and licenses necessary for the proper execution of the demolition work.
- Provide protective coverings and enclosures as necessary to prevent damage to existing work that is to remain. Existing work to remain may include items such as trees, shrubs, lawns, sidewalks, drives, curbs, utilities, buildings and/or other structures on or adjacent to the demolition site. Provide temporary fences and barricades as required for the safe and proper execution of the work and the protection of persons and property.
- Remove debris, waste, and rubbish promptly from the site. On-site burial of debris is not permitted. Burn no debris on the site. Salvage material not otherwise indicated to be reused shall become the Contractor's property and is to be removed promptly from the site and disposed of in strict accordance with all applicable laws, regulations, and/or statutes.
- Buildings, features, surfaces, and other descriptive references shown on this drawing are for informational purposes only. Field verify all information relevant to the project prior to proceeding with the work. Visit the site and determine all site conditions and hazards.
- This plan is a guide as to the anticipated amount of disturbance expected due to proposed improvements. The contractor is expected to take all necessary precautions to ensure trees noted to remain are not damaged during construction. Do not store material or drive within the drip line of existing trees to remain. Be aware of overhead branches for clearance of material and equipment.
- This plan is not a guarantee that existing trees will survive during/post construction, but rather a guide to help assure their protection and greatest chances of survival at the surface level. Further protection measures outside this scope could involve ecologists, foresters and arborists.
- Notify the Owner's Representative when tree protection fencing is taken down to perform work in conjunction with the new improvements noted in this plan set. The contractor is responsible for re-erecting the tree protection fence immediately after the work is complete, when ever possible
- Trees shown as existing to remain (be preserved) that are damaged / killed as a result of construction activities are subject to replacement per the City Tree Replacement penalty. Replacement trees are to be paid for at no additional expense to the Owner.

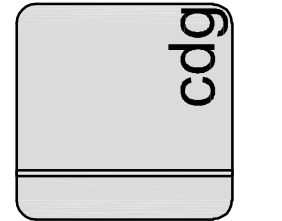


NOTE: TREE PROTECTION SHALL BE PROVIDED BY CONTRACTOR AS REQUIRED TO AIDE IN SURVIVABILITY OF EXISTING TREES TO REMAIN. DO NOT STORE MATERIALS OR DRIVE EQUIPMENT WITHIN THE TREE DRIP LINE AS DESIGNATED ABOVE. MAINTAIN THE FENCE INTEGRITY AT ALL TIMES THROUGHOUT CONSTRUCTION.

TREE PROTECTION FENCE SHALL BE IN PLACE PRIOR TO THE START OF DEMOLITION.

1 TYPICAL TREE PROTECTION DETAIL L1.4 NOT TO SCALE

CALYX DESIGN GROUP
Landscape Architecture - Planning
475 Cleveland Ave. N | Suite 101A | Saint Paul, MN 55104
telephone: 651.788.9018
internet: www.calyxdesigngroup.com



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 in the State of Minnesota.
Print Name: _____
Signature: _____
Date: _____

AKRON RIDGE
ROSEMOUNT, MINNESOTA
LANDSCAPE DETAILS
FOR
MAGELLAN LAND DEVELOPMENT
P.O. BOX 302, EXCELSIOR, MN 55331

DRAWN BY
BH

DATE
11/07/2024

REVISIONS

12/30/2024 REV. SITE PLAN

PROJECT NO.
24-151

L1.4



Madison



Elevation 4 Units



Elevation Unit 2



Elevation Unit 3

Square Feet: 1,504
Bedrooms: 3
Full Baths: 2

Half Baths: 1
Garages: 2
Stories: 2



M/I HOMES

Welcome to Better

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PATIO

DINING ROOM
11'-5" x 6'-9"

FAMILY ROOM
12'-0" x 13'-0"

OPT. RAIL

UP

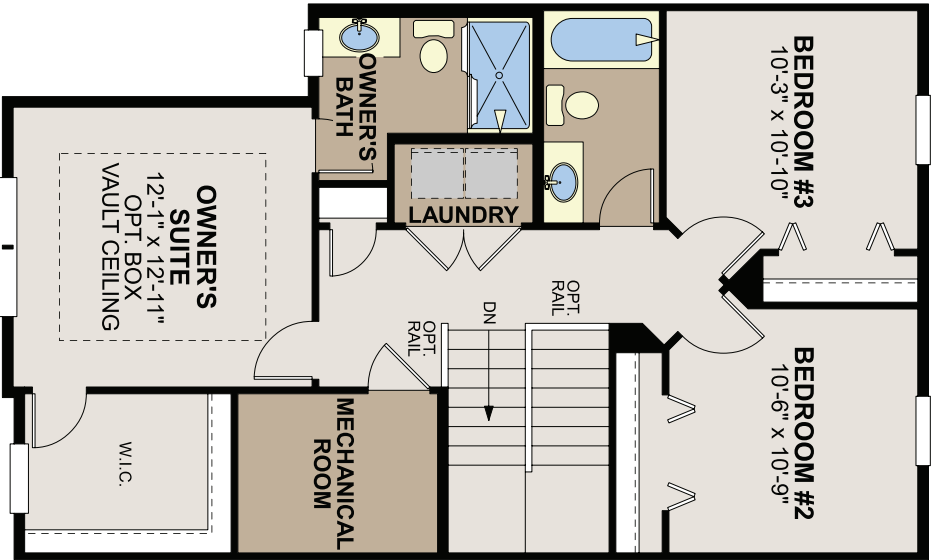
KITCHEN

FOYER

MUD ROOM

PORCH

2-CAR GARAGE
19'-5" x 20'-3"



BEDROOM #3
10'-3" x 10'-10"

BEDROOM #2
10'-6" x 10'-9"

OPT. RAIL

DN

LAUNDRY

MECHANICAL ROOM

OWNER'S BATH

OWNER'S SUITE
12'-1" x 12'-11"
OPT. BOX VAULT CEILING

W.I.C.

SECOND FLOOR

FIRST FLOOR

Because we are constantly improving our product, we reserve the right to revise, change, and/or substitute product features, dimensions, specifications, architectural details, and designs without notice. In addition, options shown may not be available in all communities. This brochure is for illustration purposes only and is not part of a legal contract. Prices are subject to change without notice. Room dimensions are approximate and calculated from inside of partition. Please see a New Home Consultant for details. Printed 08-23.



Bayfield



Elevation 4 Units



Elevation Unit 1



Elevation Unit 4

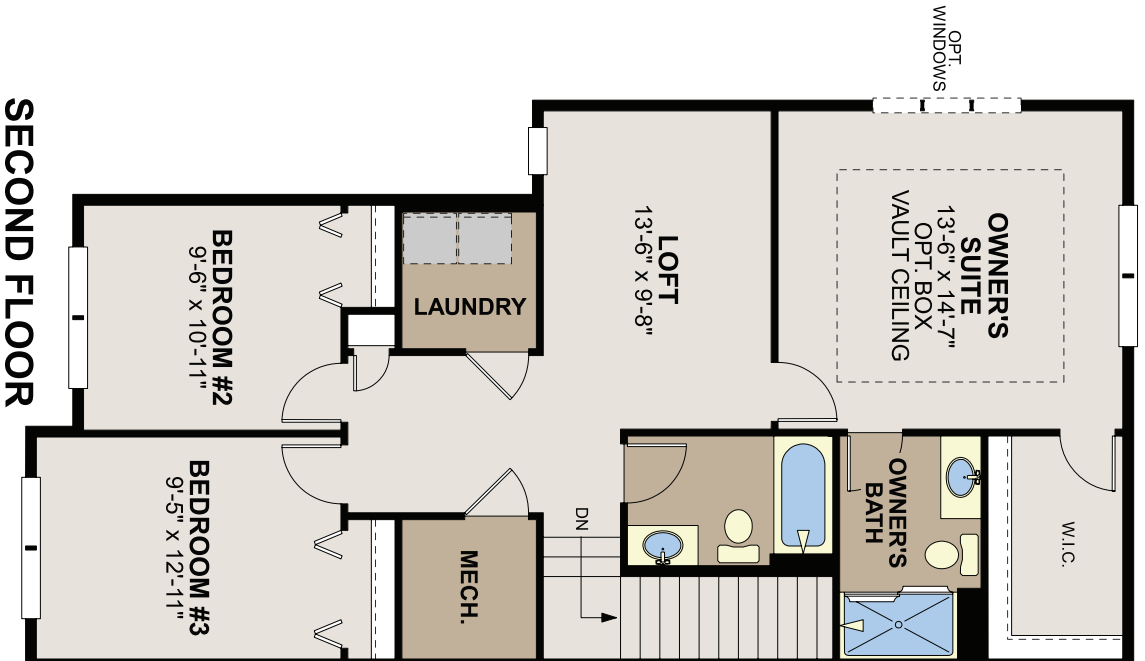
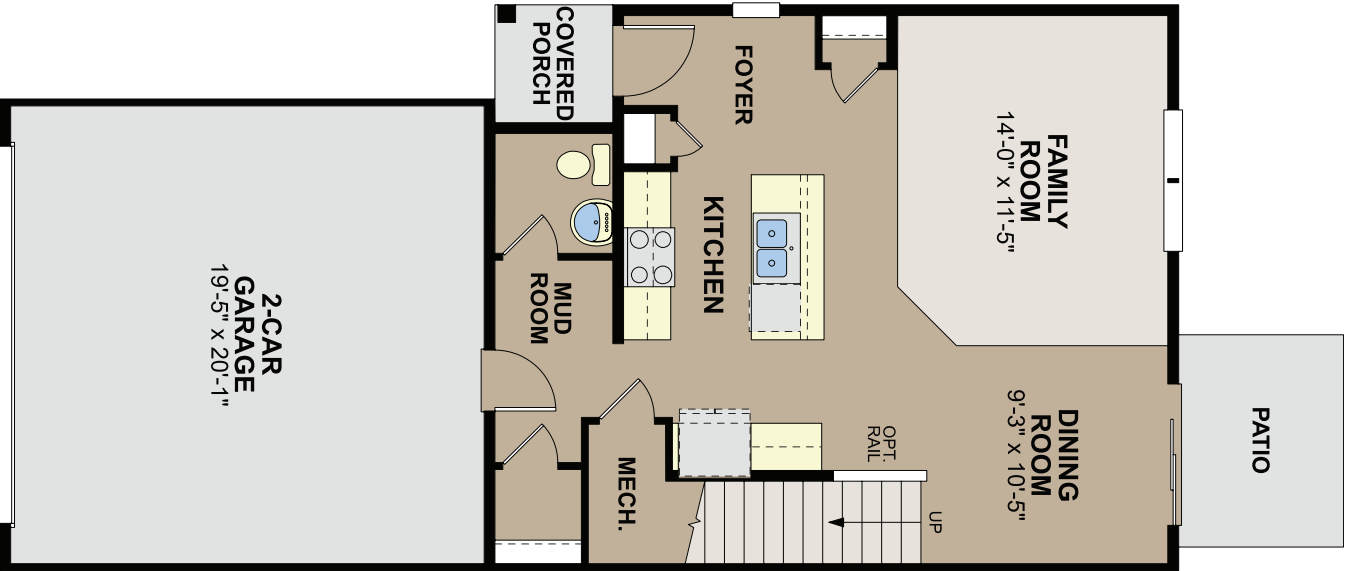
Square Feet: 1,667
Bedrooms: 3
Full Baths: 2

Half Baths: 1
Garages: 2
Stories: 2


M/I HOMES

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Page 123 of 148



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Ashland



Elevation 4 Units



Elevation Unit 1



Elevation Unit 4

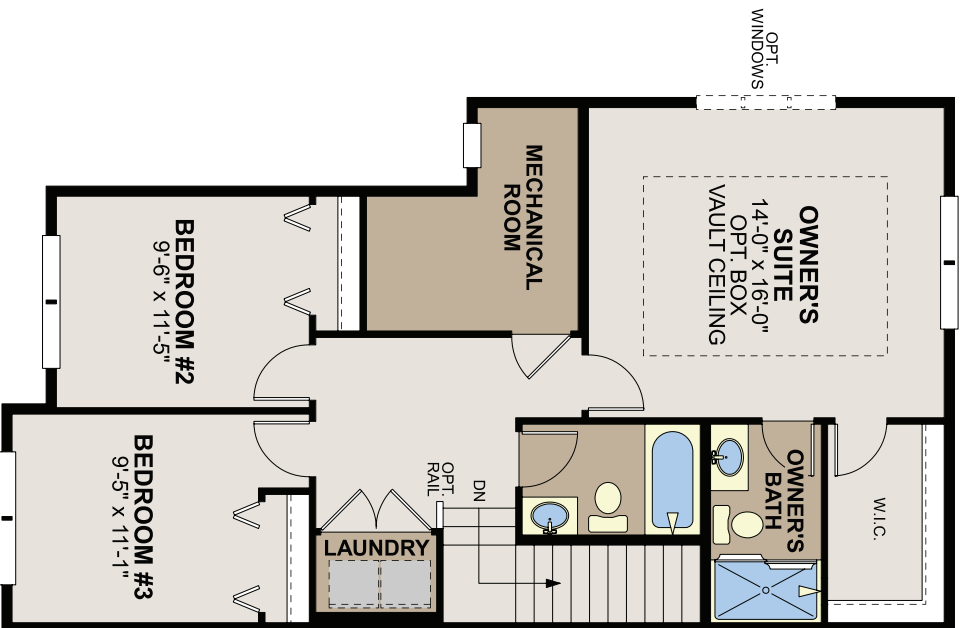
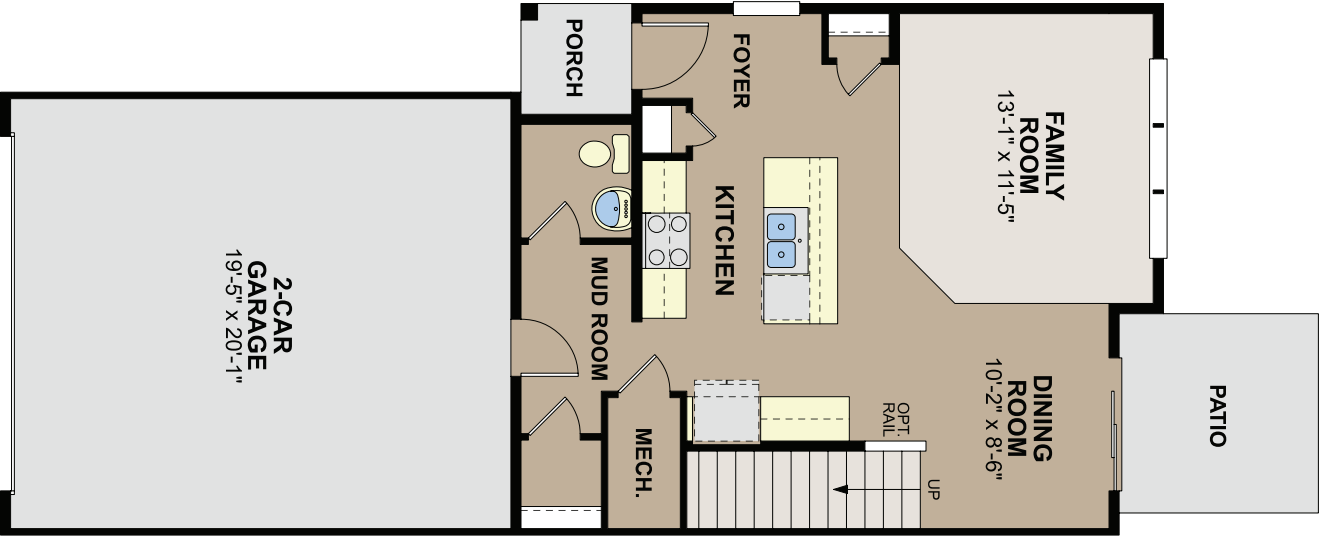
Square Feet: 1,506
Bedrooms: 3
Full Baths: 2

Half Baths: 1
Garages: 2
Stories: 2


M/I HOMES

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Hayward



Elevation 4 Units



Elevation Unit 2



Elevation Unit 3

Square Feet: 1,722
Bedrooms: 3
Full Baths: 2

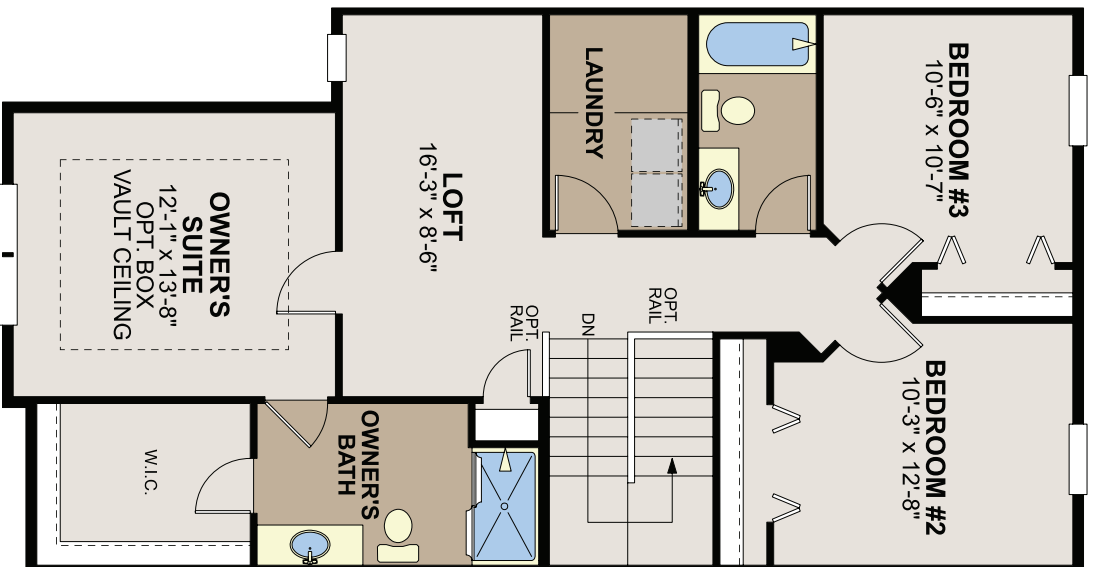
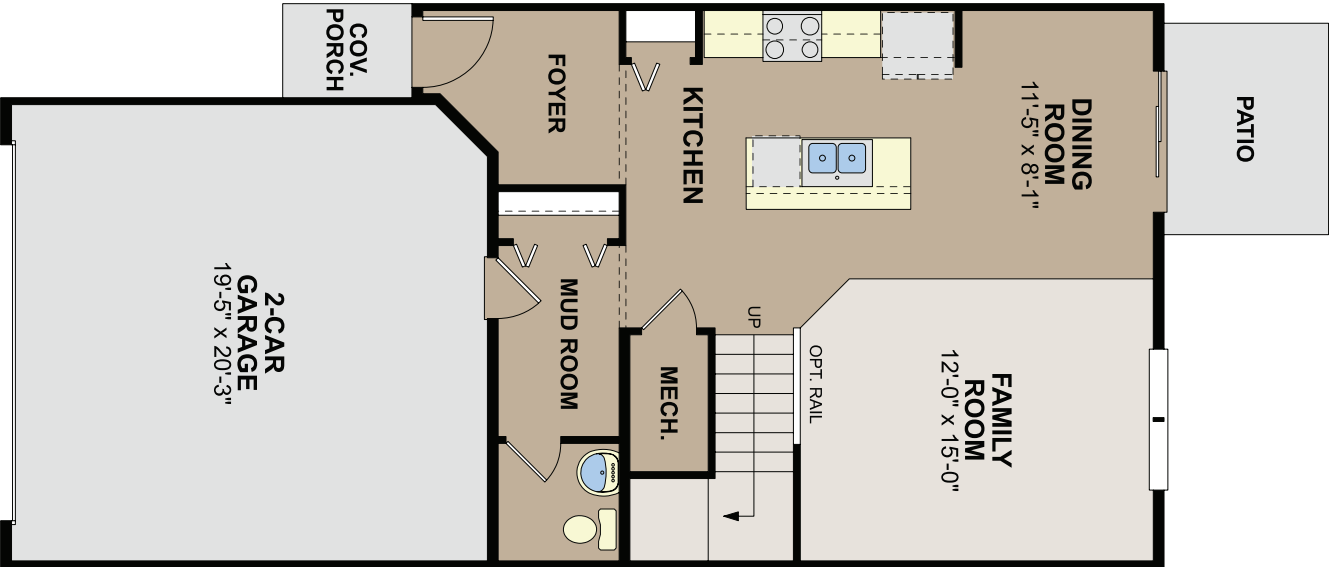
Half Baths: 1
Garages: 2
Stories: 2



M/I HOMES

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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
Henry Meeker, EIT
Kris Keller, PE

Date: January 10, 2025

Re: Akron Ridge – Preliminary Plat/Site Plan Review
WSB Project No. 0267331-000

We have reviewed the documents provided by Civil Engineering Site Design on December 31, 2024. Documents reviewed include:

- Akron Ridge Civil Set, dated 12/31/24
- Akron Ridge Storm Sewer Pipe Size Analysis, dated 12/31/24
- Akron Ridge Drainage Analysis, dated 12/31/24

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

1. General

- a. Submit for and provide copies to the City of all required permits from regulatory agencies (MCES, Minnesota Pollution Control Agency, Minnesota Department of Health, NPDES, etc.)
- b. This site will need to pay some additional regional ponding fees to cover the portion of the site draining to CR 73 ROW.
- c. Address redline comments on attached plan sheets

2. Preliminary Plat & Site Plan

- ~~a. Show all drainage and utility easements.~~
- ~~b. Note locations of B-618 and D-412/Modified 'S' curb use~~
- ~~c. Reference City Standard Detail ST-7 for all valley gutter crossings~~
- d. Provide stop/street name signs
- ~~e. Provide 25' radii at development entrance~~
- ~~f. Label all radii of private drives~~
- ~~g. Call out ADA compliant ped ramps at all sidewalk crossings~~
- h. Provide barricades at private drives A-D for future Phase 2 streets with Phase 1 construction

3. Grading and Retaining Wall Plan

- ~~a. Provide EOF locations, elevations, and routes for all low points in the roadway and green spaces~~

- ~~i. EOFs must meet minimum 1' freeboard requirements from adjacent or impacted buildings~~
- b. Coordinate grading in electrical easement with utility provider
 - i. Verify clearances are not impacted with fills nor structures undermined with cuts.
- ~~c. Retaining walls exceeding 4' in height shall require a plan prepared by a licensed engineer submitted for review and approval by the Building Official prior to permit issuance.~~
 - ~~i. Install fence as required for safety~~
 - ~~ii. Provide a maintenance agreement to the City on behalf of the homeowners' association as part of the development agreement~~

Retaining wall changed to <4' in height.

4. Utilities

- a. Provide limits of public and private facilities including storm sewer, sanitary sewer, water supply and surface improvements.
 - i. Provide easements for all public improvements
 - ii. Provide additional easement for northern storm sewer
 - 1. Easement should be twice the depth of the utility with a minimum of 20'
- b. All sanitary structures and pipe to be a minimum 6' deep
- c. Show sanitary and water services on plans
 - i. Show curb stops and cleanouts
 - 1. Show or note that Ford A1 (or approved equal) castings are to be installed on curb stops or cleanouts in impervious surfaces
- d. Provide utility profiles for all streets
 - i. Show all utility crossings in profile view
 - ii. Call out all required adjustments and offsets at utility crossings
 - iii. Maintain minimum 18" vertical separation between sewer and water
 - iv. Insulate when separation between storm sewer and water is less than 36"
- e. Recommend installing draitile 25' in each direction of the low point catch basins as per City Standard Detail SD-7
- f. Additional gate valves to be installed on private street stubs with Phase 2
 - i. Stubbed to the south and plugged with Phase 1
- g. Verify whether there are utility service stubs present
 - i. Only penetrations and a cross are shown on the as-built
 - ii. Verify if a service stub is present, whether there is an existing gate valve
 - iii. Show additional impacts and restoration required for connections if necessary
 - iv. Match existing sanitary sewer pipe slope
- h. Realign utilities to the east and north along the future public road
 - i. Stub utilities to southern development limits
 - ii. Reduces required structures and main lengths
- i. 8" main required to the hydrant lead on the private drives
 - i. Gate valves to be installed with Phase 2 extensions

- ii. Shift hydrants to the side of the road instead of at the end for snow removal
- j. Extend watermain along Private Drive D to the southern development limits for future looping
 - i. Provide air bleed at the end of the pipe

5. Existing Conditions & Removal Plan

- a. No comments

6. Details

- a. No comments

Stormwater Management

Grading, Drainage, and Erosion Control Comments:

1. General

- a. A NPDES permit will be required since over an acre of disturbance is proposed.
Remains an open comment.
- b. Soil infiltration testing is recommended to determine design infiltration rates.
Rates of up to 3 in/hr will be considered by the City Engineer.
Applicant continuing use of 0.8 in/hr per SP-SM soils data.
- c. Provide a vegetation restoration/landscaping plan.
Remains an open comment.

2. Ponds and Wetlands

- a. The pretreatment cell for the proposed BMP must include a clay liner to ensure it does not drain between rain events.
Infiltration basin cross section shown, should include dead storage and call out liner.

3. Emergency Overflow Routes:

- a. ~~No comments.~~

4. Retaining Walls:

- a. Retaining walls exceeding 4' in height shall require a plan prepared by a licensed engineer submitted for review and approval by the Building Official prior to permit issuance.
Retaining wall changed to <4' in height.

5. Erosion Control:

- a. ~~Biorolls must surround the entire BMP surface, extend them around the whole 930 contour.~~
- b. Riprap must be specified to the bottom of the pretreatment cell in plan view.
Remains an open comment.

6. Grading:

- a. The maximum allowable slope above the pond NWL is 4:1, the 3:1 slopes graded above 936 must be revised.
These slopes are corrected on the grading plan, but must be corrected in cross-section detail.

Stormwater Management Plan:

1. General Storm Sewer Design

- a. Provide a profile view of storm sewer, including callouts for any potential utility conflicts.
 - The minimum vertical separation between utilities is 18" and insulation is needed for any crossings of storm sewer and watermain within 36".

~~Remains an open comment.~~

- ~~b. The pipes from FES-34 to CB-33 and CB-21 to FES-B must be revised to provide sufficient flow capacity.~~

- c. It is preferred that roof drains flow over pervious surface prior to capture in storm sewer. Provide reasoning for or revise roof drainage for units 19-36 north of Private Rd E.

~~Response requested.~~

- d. Crown matching is recommended where pipes increase in diameter.

~~Remains an open comment.~~

- ~~e. Catchbasin inlets must not exceed 3 cfs of inflows for the 10-year storm event. Flows to each CB must be included in the capacity calculations.~~

- ~~f. Flows through intersections should be reduced to the maximum extent practical, catchbasins should be shifted upgradient of intersections to capture flows.~~

- g. City standard practice is to have a drop inlet instead of a flared end section at FES-34.

- All yard inlets should be reduced as much as feasible.

~~Remains an open comment. This also extends to FES-F and FES-I~~

- h. Storm sewer outfalls must route to a pretreatment cell, it is recommended to route CBMH-13 to CBMH-32 to consolidate storm sewer and route to the pretreatment cell.

~~Remains an open comment.~~

- ~~i. The BMP must have a City standard OCS, including a weir wall set to at least the 100-yr HWL elevation and sluice gate to open for emergency operation. See attached detail.~~

- ~~j. Permission is needed from Dakota County to outlet western BMP into the existing CBMH.~~

- ~~k. Ensure weir wall is constructable with only 0.15' of elevation difference to the OCS grate.~~

2. Water Quantity

- a. Required modeling events are the 2-, 10, and 100-year 24-hour events and the 10-day snowmelt event of 7.2 inches. The 1-year event is not required to be modeled.

~~Remains an open comment.~~

- b. HydroCAD runoff modeling must be set to "Calculate separate Pervious/Impervious runoff (SBUH weighting)" rather than Weighted-CN.

~~Remains an open comment.~~

- c. HydroCAD drainage areas must match between models, there is a 0.38 acre decrease from existing to proposed conditions.

3. Rate/Volume Control

- ~~a. BMP outflows are not allowable for any rainfall events besides the 10-day snowmelt. This should be achieved with the City standard OCS referenced above.~~

4. Freeboard

- a. Please confirm that proposed buildings are slab on grade. If basements are proposed, the low floor must be 1' above the BMP EOF and HWL.

Response requested.

5. Water Quality

- a. Infiltration calculations must be provided based on City requirements of basin area (not counting basin side slopes) sized to 1/12 ac-ft/ac/day for the entire site area. The following formula can be used to determine this area:

$$\text{Required Area (ac)} = \frac{\text{Site Area (ac)}}{\text{Infiltration Rate (in/hr)}} * 0.0416 \text{ (conversion factor)}$$

- The current infiltration surface appears to be undersized for the ~19 ac tributary area.

Applying the above formula for the 9.62 site acres and 0.8 in/hr infiltration rate results in a required infiltration area of 0.50 acres. The proposed infiltration area of 0.36 acres (excludes side slopes and dead pool surface area) is not large enough.

- ~~b. The pretreatment cell within the BMP must be designed according to NURP standards. This includes a 10' safety bench and dead storage volume of at least the 2.5" storm event runoff volume.~~

6. Easements

- a. The proposed BMP must be fully contained in a drainage and utility easement.

Extend D&U easement to cover entire east BMP up to HWL.

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: January 21, 2025

Subject: Akron Ridge Development

The Parks and Recreation Department recently reviewed the plans for the Akron Ridge Development and has the following comments:

Local Trails and Sidewalks

The sidewalk amenities appear to be designed in a manner that works toward the City's goal of having a well-connected community. Staff does recommend that an 8-foot-wide trail be benched in on the west side of development along Akron Avenue. The developer will also provide the City with a payment to cover the cost of installing the trail. The amount that is paid will be agreed upon by City staff and the developer.

Parks Dedication

Because the City is not looking to acquire parkland in this development, the parks dedication for this development would be cash in-lieu of land. The cash dedication for 58 medium density units @ \$2,850 per units would be \$165,300.

The Parks and Recreation Commission will review the preliminary plat on Monday, January 27.

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

----- Forwarded message -----

From: **Chapek, Jacob** <Jacob.Chapek@co.dakota.mn.us>

Date: Wed, Jan 29, 2025 at 4:23 PM

Subject: CSAH 73 (Akron Ave) - East Trail

To: Jason Palmby <jason@palmby.com>

Afternoon Jason,

Per request, I am following our phone discussion regarding the Akron Ridge proposed development on CSAH 73 (Akron) in Rosemount. The County does not have any current projects programmed in our 5-year Capital Improvement Program (CIP) to add a trail along the east side of CSAH 73 in front of the parcel the Akron Ridge is proposing to develop. The trail gap along the east side of CSAH 73 in relation to your parcel is identified in our 2040 Transportation Plan to be completed with a future road realignment that was adopted with the Pine Bend Arterial Connector Study (2016). The future road realignment occurs just north of the property in question.

Thanks,

Jake

Jake Chapek, PE

Assistant County Engineer



Transportation Department

P 952-891-7104

W www.dakotacounty.us

A 14955 Galaxie Ave, Apple Valley, MN 55124



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From: **Horner, Kristina** <kristina.horner@fhr.com>

Date: Tue, Feb 4, 2025 at 3:29 PM

Subject: Re: Akron Ridge

To: Jason Palmby <jason@palmby.com>

Jason,

Thank you for contacting Flint Hills Resources. We have reviewed your request for a bike path on Flint Hills Resources property to help connect with the community park. At this time, we need to conduct significant additional research. The area you inquired about is over a pipeline, which necessitates further investigation and discussions with our Pipeline department to determine feasibility. If your development wishes to explore this matter further, please let me know.

Thank you,

Kristina Horner

From: [Amanda Williams](#)
To: [Anthony Nemcek](#); [city council members](#); [Julia Hogan](#)
Subject: Townhome development across from the Meadow Ridge neighborhood
Date: Monday, February 24, 2025 3:25:04 PM

Hello,

I'm emailing to voice my concerns about the proposed townhome development across from the Meadow Ridge neighborhood.

For many reasons I am against this development. A few being unclear or lack of planned infrastructure, public safety, resource strain, potential tax increases on single family home owners, and the loss of community character this side of town is already experiencing with the plethora of multi-family developments already underway.

Further, it is our understanding the neighbor (SFH) directly to the south is opposed to this development as they are already experiencing increased instances of trespassing due to the activity at the Flint Hills Athletic Complex, and despite their best attempts, the city has not worked to address their concerns. This development may exacerbate these issues for this neighbor.

While it might not have been intentional, this development has caught many of us by surprise, and we are requesting additional time for public input with the developer, planning commission, and council. I am hopeful the planning commission will not recommend rezoning for a multi-family development, and if they should, that the city council will consider the unresolved issues and potential negative outcomes as a result of this rezoning and send it back to the planning commission for reconsideration that would seed additional public input to the project.

Thank you,
Amanda Williams

From: [Andrew Moe](#)
To: [city council members](#)
Subject: Akron Ridge Development
Date: Wednesday, February 19, 2025 9:21:21 PM

Hello Mayor and Councilmembers,

My family and I live at 12915 Ardroe Ave, and I have a few concerns with the Akron Ridge townhome development.

First, we received the notice for the developer's meeting the day before the meeting, and some of our neighbors did not receive the letter until after the meeting had occurred. I was disappointed to have to miss the meeting for work obligations and I was also disappointed to hear the developer present the lack of attendance as support for the project. The lack of attendance was directly related to the late notice and the large number of our neighbors that have jobs and kids.

Second, and most importantly, this project is a major safety issue for those of us that live and drive on Akron Avenue. The speed limit is 50 and people often exceed that. Putting 58 homes walking distance from a park, a trail, and an elementary school- without requiring any kind of sidewalk, crossing, or pedestrian improvements is reckless and unsafe. We know that the residents of those new homes will want to use the trails and parks and will cross Akron or walk on Akron to get to these amenities. I do not want to see my neighbors killed or injured on this road because of lack of safe pedestrian upgrades.

It is important to me that development has a plan for pedestrians and traffic. If the developer wishes to build these homes they should acquire right-of-way to attach their community to the existing pedestrian infrastructure. Please do not approve this project without forcing the developer to first hold a real community meeting and acquire the land to connect the development to the local pedestrian infrastructure.

Thank You!
Andrew Moe
612-231-9292

From: [Danielle Charles](#)
To: [Anthony Nemcek](#); [city council members](#); Julia.hogan@rosemount.gov
Subject: Akron Ridge development proposal
Date: Tuesday, February 25, 2025 10:58:41 AM
Importance: High

Dear Members of the City Planning Commission & City Council,

I am writing to express my concerns regarding the proposal by Magellan Land Development to re-zone the parcel of land at 13040 Akron Ave, Rosemount, MN from agriculture to LDR/R-2, with the intent to build 58 townhomes.

Firstly, the proposed location presents significant safety concerns for our community. The parcel is at the top of a hill with poor visibility in a 50 mph zone, posing dangers for children, pedestrians and moving traffic. This development would unnecessarily create hazardous traffic situations, with real life experience witnessing vehicles often exceeding 60 mph. The addition of an R-2 development on this lot would also complicate the turn lane configuration. I understand there is a center turn lane, but unless you live in this area and understand existing traffic flows and habits, it could be easy to minimize the risk this development would pose.

Flows include but are not limited to: Northbound on Akron continuing to IGH, Southbound traffic from IGH continuing into Rosemount on Akron, Northbound on Akron merging into turn lane to turn left onto 127th just after the hill at this property, Southbound on Akron merging into their turn lane for the proposed development (near the oncoming traffic merging into their turn lane to turn left onto 127th), residents turning left out of proposed development onto Akron to go Southbound crossing over the Northbound speeding traffic while also trying to avoid the Southbound Akron traffic turning left into the complex coming in from the opposite direction, residents turning right out of townhouses into Akron Northbound. This development would lead to a complicated traffic flow in a fast 50 mph zone, without traffic signals, sidewalks, crosswalks or other safety measures for vulnerable young children walking to school or the park. Presently, this is a safe travel zone without any concerns. This development would surely lead to serious accidents at some point and increased complaints to the City. Further, the County has confirmed they have no existing plans through at least 2030 to build safety infrastructures at this area such as sidewalks, crosswalks, or other safety features.

The lack of sidewalks in the area compounds these traffic safety issues and reduces walkability for pedestrian residents. Residents of the proposed development would have to navigate this busy avenue without sidewalks for a short stretch, a particular concern for young children walking to the elementary school who do not qualify for bussing. This is especially worrying for our youngest, most vulnerable population.

Moreover, contrary to a Commissioner's statement at the last meeting, children in the nearby neighborhood do use the open fields and beautiful playground structure at Flint Hills Athletic Complex. Children walk there from Meadow Ridge to play soccer, baseball, volleyball, and free play. The elementary and middle school kids from a proposed townhouse development, due to no private yards or large open spaces, would most definitely be traveling to the park unattended, left vulnerable to oncoming traffic.

While this land may be designated for re-zoning in the city's 2040 comprehensive plan,

approving this particular proposal is not in the best interest of the community. In addition to the above concerns, the proposed development includes roadways, landscaping, and a decent size drainage pond which calls into question whether the 58 townhomes meet the requirements of R-2. Accounting for the actual acreage the units would be built on and not the entire property acreage, it's estimated to be only 6-8 acres being built upon, therefore 58 units would exceed the 6 units/acre threshold for R-2.

Additionally, the future comp plan for this land is slated for rezoning to a primary zoning of regular LDR R-1. While technically R-2 qualifies it is a "limited secondary zoning" option. With this proposal, R-2 is the only zoning the developer's plan would fit under; this is not the preferred future zoning use. If you compare nearby townhouse developments, Ardan Place townhomes are on a residential street 30 mph zone. The older townhomes off of Autumn Path (near Connemara) are also on a slower speed zone residential street with sidewalks. The latest development, Bray Hill off of Bonaire & Akron, has much better accessibility to town, transportation, amenities, sidewalks & crosswalks. That was actually proposed to be R-1/R-2 but is being developed as R-1 SFH's (only 47 on 17 acres). That property would have been more favorable for R-2 so one must urge you to consider that this particular proposal in question on this lot does not make sense.

One Commissioner at the last meeting said, "I'm all for more housing." While growth is positive, we plead—please listen to the community you serve. Not every proposal has to be a "yes." Development decisions should focus on existing residents, and needs of future residents, not on maximizing developer profits or saying yes because "technically" R-2 is allowed. Please say "no" to this proposal and consider other residential development ideas for this land in the future. For example, single-family homes (SFH's) built at a lower density would reduce the number of residents, pedestrians, and traffic thereby reducing likelihood of serious accidents. Private yards would likely result in residents using their own yard spaces more often than a residents of a townhouse development that would be more likely to frequently walk to the park on the street or through the neighbors' property. A single-family home (SFH) development might include an HOA that maintains a fence on the property line, addressing safety and privacy concerns for the neighboring property as well. Additionally, statistics show that owners of SFH's are more likely to have and utilize their own transportation compared to residents of multi-dwelling properties. This statistic would thereby suggest that a SFH development would reduce the number of pedestrians and school children walking. Further, those residents might seek out a more rural setting and not require access to city amenities; this parcel location is a bit of an island.

The current infrastructure and location of the parcel does not support the proposed development. In conclusion, approving this proposal feels like forcing a square peg into a round hole. This area is not easily walkable, it's disconnected from amenities, it's not safe and it does not align with the goals of the qualities of LDR neighborhoods outlined in the 2040 Comp plan. The proposed development would not be safe for future or existing residents traveling across that area daily at high speeds. There is no immediate need to rush this development. As a concerned resident, I ask that either the existing infrastructure be enhanced to address the safety & privacy needs or request the developer choose an alternate plan such as SFH's that would better align with the safety, location and zoning preferences.

Thank you for considering my concerns. I urge the City Planning Commission and/or City Council to vote “no” to this proposal and instead consider safer and better options of leaving the zoning as agriculture or developing LDR R-1 SFH's only.

Sincerely,

Danielle Charles

12681 Abbeyside Ct, Rosemount, MN 55068

(Meadow Ridge - right off Akron/127th)

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From: [Rich](#)
To: [city council members](#); Julie.hogan@rosemountmn.gov; Anthony.nemecek@rosemountmn.gov
Subject: OPPOSITION to Akron development in Rosemount
Date: Saturday, February 22, 2025 3:38:31 PM

Good afternoon,

I am contacting you to voice my concerns about the proposed townhome development across from the Meadow Ridge neighborhood. For many reasons, especially the reduction in home values and loss of green space, in addition to other significant concerns (e.g., unknown, unclear, or lack of planned infrastructure, public safety issues, resource strain, and loss of community character this side of town with the many multi-family developments already underway), *I am against this development*. Further, it is my understanding the neighbor (SFH) directly to the south is opposed to this development as they are already experiencing increased instances of trespassing due to the activity at the Flint Hills Athletic Complex. This development will only exacerbate these issues for this neighborhood and my community.

My hope is to ensure Rosemount grows as a safe, sought after community that is thriving economically balanced with greenspace. This development will have long term negative repercussions to our area along with the town of Rosemount, overall.

I am requesting additional time for public input with the developer, planning commission, and council. I am asking the city council to consider the unresolved issues and likely negative outcomes to send it back to the planning commission for reconsideration to seed additional public input to the project.

Thank you,
Rich Douglas

From: [Su Jones](#)
To: [Anthony Nemcek](#); [Julia Hogan](#)
Subject: Re: OPPOSITION to Akron development in Rosemount
Date: Saturday, February 22, 2025 4:34:12 PM

Good morning,

I am contacting you to voice my concerns about the proposed townhome development across from the Meadow Ridge neighborhood. For many reasons, especially the reduction in home values and loss of green space, in addition to other significant concerns (e.g., unknown, unclear, or lack of planned infrastructure, public safety issues, resource strain, and loss of community character this side of town with the many multi-family developments already underway), *I am against this development*. Further, it is my understanding the neighbor (SFH) directly to the south is opposed to this development as they are already experiencing increased instances of trespassing due to the activity at the Flint Hills Athletic Complex. This development will only exacerbate these issues for this neighborhood and my community.

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I am requesting additional time for public input with the developer, planning commission, and council. I am asking the city council to consider the unresolved issues and likely negative outcomes to send it back to the planning commission for reconsideration to seed additional public input to the project.

Thank you,
Su Jones

City Council Regular Meeting: March 4, 2025

AGENDA ITEM: Adoption of City Council Goals and Strategic Directions	AGENDA SECTION: NEW BUSINESS
PREPARED BY: Logan Martin, City Administrator	AGENDA NO. 9.b.
ATTACHMENTS: 2024-2029 Strategic Plan	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to adopt the City Council's Goals and Strategic Directions, as presented.	

BACKGROUND

City Council and staff convened on January 30 to discuss the current 5-year Strategic Plan for the City and short-term goals / initiatives for '25/'26. It's critical to gather together at the beginning of each year to reflect on past successes, confirm the direction of the City, and discuss immediate steps needed. The 2024-2029 Strategic Plan guides this work (attached) and includes the following key components which are summarized below.

Grow & Enhance Rosemount

- Rosemount's downtown is vibrant, its business parks are strong and varied, and housing options are provided for all residents.

Create Community Connections

- Rosemount is well-connected, retains the community's trust, and is a visit / athletic destination.

Preserve our Hometown Feel

- Rosemount is a hometown to all residents, has well-loved community events, partners with key stakeholders and neighborhoods.

Support a culture of High Performance

- Rosemount is an employer of choice driven by a strong culture and a focus on efficiency and innovation.

In order to accomplish these goals, staff and the Council discussed actions and key steps anticipated in 2025 / 2026. Staff will present a brief overview of those items for discussion at the regular meeting.

RECOMMENDATION

Motion to adopt the City Council's Goals and Strategic Directions, as presented.

Grow & Enhance Rosemount

- Rosemount has a vibrant and welcoming downtown that attracts residents and visitors.
- Rosemount's business parks showcase a varied and resilient local economy.
- Rosemount redevelops key corridors intentionally to foster functionality and visual appeal.
- Rosemount offers well rounded neighborhoods and housing for residents in all stages of life.

Create Community Connections

- Rosemount is well-connected via sidewalks, trails, and regional greenways.
- Rosemount is a destination for recreation and athletics.
- Rosemount city government is a trusted source for local news and community updates.

Preserve Our Hometown Feel

- Rosemount is a hometown to everyone with active participation and engagement from all.
- Rosemount is home to regular and highly anticipated community activities.
- Rosemount celebrates and fosters key partnerships within education, arts, and athletics.
- Rosemount's neighborhoods are connected and engaged with strong representation and regular gatherings.

Support a Culture of High Performance

- Rosemount is an employer of choice with a culture of growth, teamwork, and innovation that attracts and retains top candidates.
- Rosemount city government welcomes creativity that creates efficiency and drives additional value to residents.



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Main Calendar

Fire Department Recruitment Night

March 8, 2025, 8:00 AM - 10:00 AM @ Fire Station No. 1

[More Details](#)

Planning Commission Meeting

March 17, 2025, 6:30 PM - 7:30 PM

[More Details](#)

Port Authority

March 18, 2025, 6:00 PM - 7:00 PM

[More Details](#)

City Council Meeting

March 18, 2025, 7:00 PM - 8:00 PM

[More Details](#)

Youth Commission Meeting

March 19, 2025, 3:45 PM - 4:45 PM

[More Details](#)

Fire Department Recruitment Night

March 19, 2025, 6:00 PM - 8:00 PM @ Fire Station No. 1

[More Details](#)

Parks and Recreation Commission Meeting

March 24, 2025, 7:00 PM - 8:00 PM

[More Details](#)

Utility Commission Meeting

March 31, 2025, 5:30 PM - 7:00 PM

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April 2025

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

Main Calendar

City Council Work Session Meeting

April 1, 2025, 5:00 PM - 7:00 PM

[More Details](#)

City Council Meeting

April 1, 2025, 7:00 PM - 8:00 PM

[More Details](#)

2025 Rosemount Expo

April 5, 2025, 9:30 AM - 2:30 PM @ Rosemount High School

Connect with the Rosemount community at Rosemount High School while shopping and networking with over 50 local businesses. This is a family-friendly event, featuring activities, food, and entertainment. Interested in becoming a vendor? Secure your booth today and celebrate everything that makes Rosemount special! Booth Registration is available through March 14.

[More Details](#)

Environment and Sustainability Commission Meeting

April 8, 2025, 6:00 PM - 7:00 PM

[More Details](#)

City Council Meeting

April 15, 2025, 7:00 PM - 8:00 PM

[More Details](#)

Planning Commission Meeting

April 22, 2025, 6:30 PM - 7:30 PM

[More Details](#)

Youth Commission Meeting

April 23, 2025, 3:45 PM - 4:45 PM

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Parks and Recreation Commission Meeting

April 28, 2025, 7:00 PM - 8:00 PM

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