

**1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

**2. APPROVAL OF AGENDA**

**3. PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS**

- a. Presentation of Award for Kicks 4 A Cure
- b. Wyland National Mayor's Challenge for Water Conservation

**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 March 18, 2025 Regular Meeting Minutes
- c. Minutes of the March 18, 2025 Special Meeting Proceedings
- d. Approve Subdivision Agreement for SKB Expansion
- e. Commissioner Appointments
- f. Creation of the Senior Accountant Position
- g. Donation Acceptance from Dakota Electric
- h. Authorize Request for Qualifications for Fire Services Study
- i. Resolution Supporting Retention of City Zoning Authority
- j. The Morrison 2nd Addition Final Plat
- k. Approve Reimbursement Agreement with Gigapower

**7. PUBLIC HEARINGS**

**8. UNFINISHED BUSINESS**

**9. NEW BUSINESS**

**10. ANNOUNCEMENTS**

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

**11. ADJOURNMENT**

City Council Regular Meeting: April 1, 2025

|                                                              |                                                                                  |
|--------------------------------------------------------------|----------------------------------------------------------------------------------|
| <b>AGENDA ITEM:</b> Presentation of Award for Kicks 4 A Cure | <b>AGENDA SECTION:</b><br>PRESENTATIONS,<br>PROCLAMATIONS AND<br>ACKNOWLEDGMENTS |
| <b>PREPARED BY:</b> Logan Martin, City Administrator         | <b>AGENDA NO.</b> 3.a.                                                           |
| <b>ATTACHMENTS:</b>                                          | <b>APPROVED BY:</b> LJM                                                          |
| <b>RECOMMENDED ACTION:</b> Presentation of award.            |                                                                                  |

**BACKGROUND**

In October 2024, Mayor Weisensel and Councilmember Paul Theisen participated in the Kicks 4 A Cure Campaign. The goal of the event was to raise awareness and funds for the American Cancer Society's work on breast cancer.

The Dakota County Chamber of Commerce will be present to recognize Team Rosemount for winning the kicking event and raising the most funds for the second consecutive year!

**RECOMMENDATION**

Presentation of award.

City Council Regular Meeting: April 1, 2025

|                                                                              |                                                                         |
|------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| <b>AGENDA ITEM:</b> Wyland National Mayor's Challenge for Water Conservation | <b>AGENDA SECTION:</b> PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS |
| <b>PREPARED BY:</b> Dan Schultz, Parks & Recreation Director                 | <b>AGENDA NO.</b> 3.b.                                                  |
| <b>ATTACHMENTS:</b> Proclamation                                             | <b>APPROVED BY:</b> LJM                                                 |
| <b>RECOMMENDED ACTION:</b> Motion to announce the attached proclamation      |                                                                         |

### **BACKGROUND**

The 15th Annual National Mayor's Challenge for Water Conservation was received by Mayor Weisensel. The Mayor has encouraged us to support this challenge by discussing it publicly on all platforms.

The challenge takes place in April and allows residents to make a series of online pledges at [mywaterpledge.com](https://mywaterpledge.com) to reduce their impact on the environment and to see immediate savings in their water, trash, and electricity bills.

This is a program that is intended to explore ways to manage residential consumption of water and power, and to inspire local residents to care for our natural resources. More information will be available on the City's website and social media.

### **RECOMMENDATION**

Staff is recommending that the City Council announce the attached proclamation.

# PROCLAMATION

WHEREAS the city of Rosemount continues to explore ways to manage residential consumption of water and power, and to inspire its residents to care for our natural resources; and

WHEREAS cities can engage in efforts to inspire their own communities, as well as their neighboring cities, to become better environmental stewards; and

WHEREAS the 15th annual National Mayor's Challenge for Water Conservation presented by the Wyland Foundation and Toyota, with support from the U.S EPA WaterSense, The Toro Company, National League of Cities, and ZENNI, is a non-profit challenge to residents to encourage pollution reduction and smart water use; and

WHEREAS, with the encouragement of their Mayors, residents may register their participation in their city's Challenge, online, by making simple pledges to decrease their water use and to reduce pollution for the period of one year, thereby assisting their cities to apply State and Federal water conservation strategies and to target mandated reductions; and

WHEREAS from April 1- 30, 2025, the City of Rosemount wishes to inspire its residents and its neighboring communities to take the "Wyland Mayor's Challenge for Water Conservation" by making a series of online pledges at [mywaterpledge.com](http://mywaterpledge.com) to reduce their impact on the environment and to see immediate savings in their water, trash, and electricity bills; Residents will further be provided with tools to take specific measurable actions throughout the year to improve the sustainable use of natural resources;

Now, Therefore, I, Jeffery D. Weisnesel, Mayor of Rosemount Minnesota, do hereby proclaim that the City of Rosemount agrees and supports the "Wyland Mayor's Challenge for Water Conservation" emphasis from April 1- 30, 2025, through a series of communication and outreach strategies, whether new or existing, to encourage Rosemount residents to take the conservation "Challenge".

Dated this 1st day of April, 2025.

Mayor \_\_\_\_\_



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3/14/2025 -- 3/28/2025

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|---------------|------------------|----------|------------------------------------------|------|--------|--------------|------------|-----------|--------------------------------|----------------------------|
| <b>161818</b> | <b>3/17/2025</b> |          | <b>103802 THYSSENKRUPP ELEVATOR CORP</b> |      |        |              |            |           |                                |                            |
|               |                  | 290.64   | ELEVATOR SERVICE                         |      | 2866   | 3008076524A  | 1510.6384  |           | MACHINERY & EQUIPMENT REPAIRS  | PARK & RECREATION          |
|               |                  | 290.64   | ELEVATOR SERVICE                         |      | 2867   | 3008076524B  | 6500.6384  |           | MACHINERY & EQUIPMENT REPAIRS  | ICE ARENA                  |
|               |                  | 581.28   |                                          |      |        |              |            |           |                                |                            |
| <b>161819</b> | <b>3/27/2025</b> |          | <b>100712 3 GUYS SEWING</b>              |      |        |              |            |           |                                |                            |
|               |                  | 10.00    | RODNEY BAKKE EMBROIDERY                  |      | 3914   | 11952        | 1210.6144  |           | EMPLOYEE ALLOWANCES            | POLICE                     |
|               |                  | 10.00    |                                          |      |        |              |            |           |                                |                            |
| <b>161820</b> | <b>3/27/2025</b> |          | <b>101825 ABT MAILCOM</b>                |      |        |              |            |           |                                |                            |
|               |                  | 908.67   | MONTHLY OUTSOURCING-UB BILLS             |      | 3915   | 51837A       | 6100.6350  |           | PRINTING COSTS                 | WATER UTILITY              |
|               |                  | 908.67   | MONTHLY OUTSOURCING-UB BILLS             |      | 3916   | 51837B       | 6200.6350  |           | PRINTING COSTS                 | SEWER UTILITY              |
|               |                  | 908.67   | MONTHLY OUTSOURCING-UB BILLS             |      | 3917   | 51837C       | 6300.6350  |           | PRINTING COSTS                 | STORM WATER UTILITY        |
|               |                  | 302.90   | MONTHLY OUTSOURCING-UB BILLS             |      | 3918   | 51837D       | 6400.6350  |           | PRINTING COSTS                 | STREET LIGHT UTILITY       |
|               |                  | 3,028.91 |                                          |      |        |              |            |           |                                |                            |
| <b>161821</b> | <b>3/27/2025</b> |          | <b>100395 ADDAGUDI, SARITHA</b>          |      |        |              |            |           |                                |                            |
|               |                  | 500.00   | DAMAGE DEPOSIT REFUND                    |      | 4139   | 84406874     | 1000.2204  |           | P&R - REFUND CLEARING          | GENERAL FUND BALANCE SHEET |
|               |                  | 500.00   |                                          |      |        |              |            |           |                                |                            |
| <b>161822</b> | <b>3/27/2025</b> |          | <b>101951 ADS ON BOARDS</b>              |      |        |              |            |           |                                |                            |
|               |                  | 750.00   | COMPLETE BOARD CLEANING & SEAL           |      | 3919   | 1371         | 6500.6381  |           | BUILDING REPAIRS AND MAINTENAN | ICE ARENA                  |
|               |                  | 750.00   |                                          |      |        |              |            |           |                                |                            |
| <b>161823</b> | <b>3/27/2025</b> |          | <b>101463 ADVANCE AUTO PARTS</b>         |      |        |              |            |           |                                |                            |
|               |                  | 14.17    | PARTS                                    |      | 3920   | 1596-399715  | 1330.6231  |           | EQUIPMENT REPAIR SUPPLIES      | FLEET MAINTENANCE          |
|               |                  | 168.83   | PARTS                                    |      | 3921   | 1596-399716  | 1330.6231  |           | EQUIPMENT REPAIR SUPPLIES      | FLEET MAINTENANCE          |
|               |                  | 199.99   | SMALL TOOLS                              |      | 3922   | 1596-399713  | 1330.6241  |           | SMALL TOOLS                    | FLEET MAINTENANCE          |
|               |                  | 108.88   | PARTS CLEANING SUPPLIES                  |      | 3923   | 1596-399714A | 1330.6221  |           | CLEANING SUPPLIES              | FLEET MAINTENANCE          |
|               |                  | 430.18   | PARTS CLEANING SUPPLIES                  |      | 3924   | 1596-399714B | 1330.6231  |           | EQUIPMENT REPAIR SUPPLIES      | FLEET MAINTENANCE          |
|               |                  | 151.08   | CLEANER                                  |      | 3925   | 1596-399837  | 1330.6221  |           | CLEANING SUPPLIES              | FLEET MAINTENANCE          |
|               |                  | 7.46     | PARTS                                    |      | 3926   | 1596-399836  | 1330.6231  |           | EQUIPMENT REPAIR SUPPLIES      | FLEET MAINTENANCE          |
|               |                  | 208.28   | PARTS                                    |      | 3927   | 1596-399828  | 1330.6231  |           | EQUIPMENT REPAIR SUPPLIES      | FLEET MAINTENANCE          |
|               |                  | 10.85    | PARTS                                    |      | 3928   | 1596-399696  | 1330.6231  |           | EQUIPMENT REPAIR SUPPLIES      | FLEET MAINTENANCE          |
|               |                  | 40.30    | PARTS AND OIL                            |      | 3929   | 1596-399808A | 1330.6231  |           | EQUIPMENT REPAIR SUPPLIES      | FLEET MAINTENANCE          |
|               |                  | 559.93   | PARTS AND OIL                            |      | 3930   | 1596-399808B | 1330.6223  |           | OILS AND ADDITIVES             | FLEET MAINTENANCE          |
|               |                  | 70.08    | CLEANING SUPPLIES                        |      | 3931   | 1596-399224  | 1330.6221  |           | CLEANING SUPPLIES              | FLEET MAINTENANCE          |
|               |                  | 13.86    | PARTS                                    |      | 3932   | 1596-399099  | 1330.6231  |           | EQUIPMENT REPAIR SUPPLIES      | FLEET MAINTENANCE          |
|               |                  | 168.83   | PARTS                                    |      | 3933   | 1596-399242  | 1330.6231  |           | EQUIPMENT REPAIR SUPPLIES      | FLEET MAINTENANCE          |
|               |                  | 168.83   | PARTS                                    |      | 3934   | 1596-398884  | 1330.6231  |           | EQUIPMENT REPAIR SUPPLIES      | FLEET MAINTENANCE          |
|               |                  | 21.46    | CLEANER                                  |      | 3935   | 1596-398974  | 1330.6221  |           | CLEANING SUPPLIES              | FLEET MAINTENANCE          |

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| <b>161823</b> | <b>3/27/2025</b> |          | <b>101463 ADVANCE AUTO PARTS</b>      |      |        |                 |            |           | <b>Continued...</b>       |                         |
|               |                  | 148.95   | PARTS                                 |      | 3936   | 1596-398755     | 1330.6231  |           | EQUIPMENT REPAIR SUPPLIES | FLEET MAINTENANCE       |
|               |                  | 2,491.96 |                                       |      |        |                 |            |           |                           |                         |
| <b>161824</b> | <b>3/27/2025</b> |          | <b>106094 AED SMART MONITORING</b>    |      |        |                 |            |           |                           |                         |
|               |                  | 1,800.00 | AED SMART MONITORING                  |      | 3937   | 1340            | 1510.6451  |           | DUES AND SUBSCRIPTIONS    | PARK & RECREATION       |
|               |                  | 1,800.00 |                                       |      |        |                 |            |           |                           |                         |
| <b>161825</b> | <b>3/27/2025</b> |          | <b>103380 AMPION PBC</b>              |      |        |                 |            |           |                           |                         |
|               |                  | 744.49   | WELL# 7                               |      | 3938   | 202503000161891 | 6100.6371  |           | ELECTRIC                  | WATER UTILITY           |
|               |                  |          |                                       |      |        | 8               |            |           |                           |                         |
|               |                  | 287.30   | WELL# 7                               |      | 3939   | 202502000152775 | 6100.6371  |           | ELECTRIC                  | WATER UTILITY           |
|               |                  |          |                                       |      |        | 0               |            |           |                           |                         |
|               |                  | 1,031.79 |                                       |      |        |                 |            |           |                           |                         |
| <b>161826</b> | <b>3/27/2025</b> |          | <b>106092 ARTISTIC AMUSEMENTS LLC</b> |      |        |                 |            |           |                           |                         |
|               |                  | 950.00   | EXPO BALLOON ARTIST                   |      | 3941   | ROSEMOUNT040525 | 2100.6310  |           | PROFESSIONAL SERVICES     | PORT AUTHORITY          |
|               |                  | 950.00   |                                       |      |        |                 |            |           |                           |                         |
| <b>161827</b> | <b>3/27/2025</b> |          | <b>102886 AT&amp;T MOBILITY</b>       |      |        |                 |            |           |                           |                         |
|               |                  | 44.88    | FEB'25 CELLULAR SERVICE               |      | 3942   | X02032025       | 1110.6321  |           | TELEPHONE                 | LEGISLATIVE CONTROL     |
|               |                  |          |                                       |      |        | CH/PW01         |            |           |                           |                         |
|               |                  | 89.76    | FEB'25 CELLULAR SERVICE               |      | 3943   | X02032025       | 1140.6321  |           | TELEPHONE                 | COMMUNICATIONS          |
|               |                  |          |                                       |      |        | CH/PW02         |            |           |                           |                         |
|               |                  | 358.32   | FEB'25 CELLULAR SERVICE               |      | 3944   | X02032025       | 1240.6321  |           | TELEPHONE                 | BUILDING INSPECTIONS    |
|               |                  |          |                                       |      |        | CH/PW03         |            |           |                           |                         |
|               |                  | 65.93    | FEB'25 CELLULAR SERVICE               |      | 3945   | X02032025       | 1340.6321  |           | TELEPHONE                 | GOVERNMENT BUILDINGS    |
|               |                  |          |                                       |      |        | CH/PW04         |            |           |                           |                         |
|               |                  | 58.04    | FEB'25 CELLULAR SERVICE               |      | 3946   | X02032025       | 1310.6321  |           | TELEPHONE                 | ENGINEERING             |
|               |                  |          |                                       |      |        | CH/PW05         |            |           |                           |                         |
|               |                  | 472.13   | FEB'25 CELLULAR SERVICE               |      | 3947   | X02032025       | 1510.6321  |           | TELEPHONE                 | PARK & RECREATION       |
|               |                  |          |                                       |      |        | CH/PW06         |            |           |                           |                         |
|               |                  | 281.61   | FEB'25 CELLULAR SERVICE               |      | 3948   | X02032025       | 1520.6321  |           | TELEPHONE                 | PARKS MAINTENANCE       |
|               |                  |          |                                       |      |        | CH/PW07         |            |           |                           |                         |
|               |                  | 179.36   | FEB'25 CELLULAR SERVICE               |      | 3949   | X02032025       | 6100.6321  |           | TELEPHONE                 | WATER UTILITY           |
|               |                  |          |                                       |      |        | CH/PW08         |            |           |                           |                         |
|               |                  | 179.36   | FEB'25 CELLULAR SERVICE               |      | 3950   | X02032025       | 6200.6321  |           | TELEPHONE                 | SEWER UTILITY           |
|               |                  |          |                                       |      |        | CH/PW09         |            |           |                           |                         |
|               |                  | 289.53   | FEB'25 CELLULAR SERVICE               |      | 3951   | X02032025       | 6300.6321  |           | TELEPHONE                 | STORM WATER UTILITY     |
|               |                  |          |                                       |      |        | CH/PW10         |            |           |                           |                         |
|               |                  | 49.93    | FEB'25 CELLULAR SERVICE               |      | 3952   | X02032025       | 1130.6321  |           | TELEPHONE                 | ADMINISTRATIVE SERVICES |

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| 161827  | 3/27/2025 |           | 102886 AT&T MOBILITY                   |      |        |                          |            |           | Continued...             |                      |
|         |           |           |                                        |      |        | CH/PW11                  |            |           |                          |                      |
|         |           | 44.88     | FEB'25 CELLULAR SERVICE                |      | 3953   | X02032025                | 1330.6321  |           | TELEPHONE                | FLEET MAINTENANCE    |
|         |           |           |                                        |      |        | CH/PW12                  |            |           |                          |                      |
|         |           | 49.93     | FEB'25 CELLULAR SERVICE                |      | 3954   | X02032025                | 1210.6321  |           | TELEPHONE                | POLICE               |
|         |           |           |                                        |      |        | CH/PW13                  |            |           |                          |                      |
|         |           | 2,163.66  |                                        |      |        |                          |            |           |                          |                      |
| 161828  | 3/27/2025 |           | 101644 AXON ENTERPRISE INC             |      |        |                          |            |           |                          |                      |
|         |           | 3,684.75  | 3 X26P TASERS                          |      | 3955   | INUS328787               | 1210.6144  |           | EMPLOYEE ALLOWANCES      | POLICE               |
|         |           | 3,684.75  |                                        |      |        |                          |            |           |                          |                      |
| 161829  | 3/27/2025 |           | 103344 BEAUDRY OIL & PROPANE           |      |        |                          |            |           |                          |                      |
|         |           | 148.00    | PROPANE REFILLS                        |      | 3956   | 2899884                  | 1330.6222  |           | FUELS                    | FLEET MAINTENANCE    |
|         |           | 148.00    |                                        |      |        |                          |            |           |                          |                      |
| 161830  | 3/27/2025 |           | 101175 BERRY COFFEE COMPANY            |      |        |                          |            |           |                          |                      |
|         |           | 138.25    | COFFEE SUPPLIES FOR SC                 |      | 3957   | 1051500                  | 1510.6226  | 00016100  | OTHER OPERATING SUPPLIES | PARK & RECREATION    |
|         |           | 138.25    |                                        |      |        |                          |            |           |                          |                      |
| 161831  | 3/27/2025 |           | 103332 BISTODEAU, KAREN                |      |        |                          |            |           |                          |                      |
|         |           | 620.00    | EXPO FACE PAINTING                     |      | 4039   | FACE PAINTING<br>04.2025 | 2100.6310  |           | PROFESSIONAL SERVICES    | PORT AUTHORITY       |
|         |           | 620.00    |                                        |      |        |                          |            |           |                          |                      |
| 161832  | 3/27/2025 |           | 101296 BOLTON & MENK INC               |      |        |                          |            |           |                          |                      |
|         |           | 2,352.00  | ROSEMOUNT/PICKLEBALL & DOG PAR         |      | 3958   | 359006                   | 4100.6312  | PPICKLE   | ARCHITECT SERVICES       | PARK IMPROVEMENT     |
|         |           | 1,246.50  | PROFESSIONAL SERVICES                  |      | 3959   | 359005                   | 4100.6312  | PPICKLE   | ARCHITECT SERVICES       | PARK IMPROVEMENT     |
|         |           | 3,598.50  |                                        |      |        |                          |            |           |                          |                      |
| 161833  | 3/27/2025 |           | 106102 BRENNAN COMSTRUCTION OF MN INC. |      |        |                          |            |           |                          |                      |
|         |           | 24,632.10 | UMORE PAY APP 1                        |      | 3960   | 001-#4008<br>02.25.2025  | 4000.6520  | PUMORB    | BUILDING AND STRUCTURES  | BUILDING IMPROVEMENT |
|         |           | 24,632.10 |                                        |      |        |                          |            |           |                          |                      |
| 161834  | 3/27/2025 |           | 101385 BUSINESS ESSENTIALS             |      |        |                          |            |           |                          |                      |
|         |           | 46.28     | OFFICE SUPPLIES                        |      | 3961   | WO-1338423-2-AD<br>J     | 1510.6210  |           | OFFICE SUPPLIES          | PARK & RECREATION    |
|         |           | 96.51     | OFFICE SUPPLIES                        |      | 3962   | WO-1338423-1-AD<br>J     | 1510.6210  |           | OFFICE SUPPLIES          | PARK & RECREATION    |
|         |           | 142.79    |                                        |      |        |                          |            |           |                          |                      |



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| 161834  | 3/27/2025 |           | 101385 BUSINESS ESSENTIALS          |      |        |                            |            |           | Continued...                  |                      |
| 161835  | 3/27/2025 |           | 101083 CAMPBELL KNUTSON PA          |      |        |                            |            |           |                               |                      |
|         |           | 8,719.99  | FEBRUARY LEGAL FEES                 |      | 3963   | LEGAL SERVICES<br>02.01.25 | 1210.6314  |           | LEGAL SERVICES                | POLICE               |
|         |           | 8,719.99  |                                     |      |        |                            |            |           |                               |                      |
| 161836  | 3/27/2025 |           | 100248 CARTEGRAPH SYSTEMS LLC       |      |        |                            |            |           |                               |                      |
|         |           | 38,874.20 | CARTEGRAPH RENEWAL                  |      | 3964   | INV18474                   | 2325.6318  |           | SOFTWARE FEES                 | GIS                  |
|         |           | 38,874.20 |                                     |      |        |                            |            |           |                               |                      |
| 161837  | 3/27/2025 |           | 101446 CCP NI MASTER TENANT 4, LLC  |      |        |                            |            |           |                               |                      |
|         |           | 198.61    | JAN'25 SOLAR SUBSCRIPTION           |      | 3966   | JAN 2025A                  | 1340.6371  |           | ELECTRIC                      | GOVERNMENT BUILDINGS |
|         |           | 1,010.05  | JAN'25 SOLAR SUBSCRIPTION           |      | 3967   | JAN 2025B                  | 6100.6371  | W114      | ELECTRIC                      | WATER UTILITY        |
|         |           | 601.68    | JAN'25 SOLAR SUBSCRIPTION           |      | 3968   | JAN 2025C                  | 1340.6371  |           | ELECTRIC                      | GOVERNMENT BUILDINGS |
|         |           | 348.33    | JAN'25 SOLAR SUBSCRIPTION           |      | 3969   | JAN 2025D                  | 6100.6371  | W107      | ELECTRIC                      | WATER UTILITY        |
|         |           | 328.74    | JAN'25 SOLAR SUBSCRIPTION           |      | 3970   | JAN 2025E                  | 1340.6371  |           | ELECTRIC                      | GOVERNMENT BUILDINGS |
|         |           | 2,487.41  |                                     |      |        |                            |            |           |                               |                      |
| 161838  | 3/27/2025 |           | 102772 CHARTER COMMUNICATIONS       |      |        |                            |            |           |                               |                      |
|         |           | 34.59     | ARENA - TV BUNDLE                   |      | 3971   | 175314901022125            | 6500.6384  |           | MACHINERY & EQUIPMENT REPAIRS | ICE ARENA            |
|         |           | 34.59     |                                     |      |        |                            |            |           |                               |                      |
| 161839  | 3/27/2025 |           | 100420 CITY OF EAGAN                |      |        |                            |            |           |                               |                      |
|         |           | 750.00    | CAMP DEPOSIT X3                     |      | 3965   | 66366                      | 1510.6226  | 00040202  | OTHER OPERATING SUPPLIES      | PARK & RECREATION    |
|         |           | 750.00    |                                     |      |        |                            |            |           |                               |                      |
| 161840  | 3/27/2025 |           | 100645 CIVICPLUS LLC                |      |        |                            |            |           |                               |                      |
|         |           | 1,003.06  | ANNUAL SUBSCRIPTION & SUPPORT       |      | 3972   | 331658                     | 1510.6451  |           | DUES AND SUBSCRIPTIONS        | PARK & RECREATION    |
|         |           | 1,003.06  |                                     |      |        |                            |            |           |                               |                      |
| 161841  | 3/27/2025 |           | 101905 CLEARWAY COMMUNITY SOLAR LLC |      |        |                            |            |           |                               |                      |
|         |           | 5,895.08  | JAN'25 SOLAR SUBSCRIPTION           |      | 3973   | ROSEMNT-12503A             | 1510.6371  | 00017100  | ELECTRIC                      | PARK & RECREATION    |
|         |           | 157.61    | JAN'25 SOLAR SUBSCRIPTION           |      | 3974   | ROSEMNT-12503B             | 1340.6371  |           | ELECTRIC                      | GOVERNMENT BUILDINGS |
|         |           | 25.68     | JAN'25 SOLAR SUBSCRIPTION           |      | 3975   | ROSEMNT-12503C             | 1320.6371  |           | ELECTRIC                      | STREET MAINTENANCE   |
|         |           | 2,526.46  | JAN'25 SOLAR SUBSCRIPTION           |      | 3976   | ROSEMNT-12503D             | 1510.6371  |           | ELECTRIC                      | PARK & RECREATION    |
|         |           | 105.68    | JAN'25 SOLAR SUBSCRIPTION           |      | 3977   | ROSEMNT-12503E             | 1520.6371  |           | ELECTRIC                      | PARKS MAINTENANCE    |
|         |           | 3.52      | JAN'25 SOLAR SUBSCRIPTION           |      | 3978   | ROSEMNT-12503F             | 2100.6371  |           | ELECTRIC                      | PORT AUTHORITY       |
|         |           | 263.50    | JAN'25 SOLAR SUBSCRIPTION           |      | 3980   | ROSEMNT-12503H             | 6100.6371  | WT104     | ELECTRIC                      | WATER UTILITY        |
|         |           | 235.18    | JAN'25 SOLAR SUBSCRIPTION           |      | 3981   | ROSEMNT-12503I             | 6100.6371  | WT103     | ELECTRIC                      | WATER UTILITY        |
|         |           | 36.79     | JAN'25 SOLAR SUBSCRIPTION           |      | 3982   | ROSEMNT-12503J             | 6200.6371  | SSLS207   | ELECTRIC                      | SEWER UTILITY        |

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| <b>161841</b> | <b>3/27/2025</b> |           | <b>101905 CLEARWAY COMMUNITY SOLAR LLC</b>      |      |        |                           |              |           | <b>Continued...</b>    |                         |
|               |                  | 21.96     | JAN'25 SOLAR SUBSCRIPTION                       |      | 3983   | ROSEMNT-12503K            | 6200.6371    | SSLS208   | ELECTRIC               | SEWER UTILITY           |
|               |                  | 13.28     | JAN'25 SOLAR SUBSCRIPTION                       |      | 3984   | ROSEMNT-12503L            | 6200.6371    | SSLS210   | ELECTRIC               | SEWER UTILITY           |
|               |                  | 7.70      | JAN'25 SOLAR SUBSCRIPTION                       |      | 3985   | ROSEMNT-12503M            | 6300.6371    | SWLS301   | ELECTRIC               | STORM WATER UTILITY     |
|               |                  | 164.12    | JAN'25 SOLAR SUBSCRIPTION                       |      | 3986   | ROSEMNT-12503N            | 6400.6371    |           | ELECTRIC               | STREET LIGHT UTILITY    |
|               |                  | 9,456.56  |                                                 |      |        |                           |              |           |                        |                         |
| <b>161842</b> | <b>3/27/2025</b> |           | <b>103559 COMPUTER INTEGRATION TECH</b>         |      |        |                           |              |           |                        |                         |
|               |                  | 9,462.99  | HPE TECH CARE 1YR                               |      | 3987   | 398935                    | 4050.6318    |           | SOFTWARE FEES          | EQUIPMENT IMPROVEMENT   |
|               |                  | 894.00    | DATTO SAAS INFINITE 1YR                         |      | 3988   | 398397                    | 1130.6318    |           | SOFTWARE FEES          | ADMINISTRATIVE SERVICES |
|               |                  | 2,655.00  | BDR MANAGED BACKUPS                             |      | 3989   | 398468                    | 1130.6318    |           | SOFTWARE FEES          | ADMINISTRATIVE SERVICES |
|               |                  | 3,245.94  | WATCHGUARD LICENSE 1YR                          |      | 3990   | 398370                    | 1130.6318    |           | SOFTWARE FEES          | ADMINISTRATIVE SERVICES |
|               |                  | 16,257.93 |                                                 |      |        |                           |              |           |                        |                         |
| <b>161843</b> | <b>3/27/2025</b> |           | <b>101554 CORE &amp; MAIN LP</b>                |      |        |                           |              |           |                        |                         |
|               |                  | 4,681.15  | OMNI 1.5-INCH METERS & FLANGES                  |      | 3991   | W562433                   | 6100.6237.01 |           | WATER METER PURCHASES  | WATER UTILITY           |
|               |                  | 4,681.15  |                                                 |      |        |                           |              |           |                        |                         |
| <b>161844</b> | <b>3/27/2025</b> |           | <b>103570 DAK COUNTY CHIEFS OF POLICE ASSOC</b> |      |        |                           |              |           |                        |                         |
|               |                  | 600.00    | 2025 MEMBERSHIP DUES                            |      | 3994   | 2025 MEMBERSHIP DUES      | 1210.6451    |           | DUES AND SUBSCRIPTIONS | POLICE                  |
|               |                  | 600.00    |                                                 |      |        |                           |              |           |                        |                         |
| <b>161845</b> | <b>3/27/2025</b> |           | <b>103568 DAKOTA AWARDS &amp; ENGRAVING</b>     |      |        |                           |              |           |                        |                         |
|               |                  | 54.00     | NAME PLATE & NAMETAGS                           |      | 3992   | 29123                     | 1120.6210    |           | OFFICE SUPPLIES        | GENERAL GOVERNMENT      |
|               |                  | 54.00     |                                                 |      |        |                           |              |           |                        |                         |
| <b>161846</b> | <b>3/27/2025</b> |           | <b>100440 DAKOTA COUNTY CDA</b>                 |      |        |                           |              |           |                        |                         |
|               |                  | 5,650.00  | OPEN TO BUSINESS 2025 PROG FEE                  |      | 3993   | OPEN TO BUSINESS 2025 FEE | 2100.6310    |           | PROFESSIONAL SERVICES  | PORT AUTHORITY          |
|               |                  | 5,650.00  |                                                 |      |        |                           |              |           |                        |                         |
| <b>161847</b> | <b>3/27/2025</b> |           | <b>100382 DAKOTA COUNTY FINANCE</b>             |      |        |                           |              |           |                        |                         |
|               |                  | 21,533.64 | 2025 DPC PARTICIPATION DUES                     |      | 3995   | 298026                    | 1210.6451    |           | DUES AND SUBSCRIPTIONS | POLICE                  |
|               |                  | 24,000.00 | 2025 ECU PARTICIPATION DUES                     |      | 3996   | 298014                    | 1210.6451    |           | DUES AND SUBSCRIPTIONS | POLICE                  |
|               |                  | 45,533.64 |                                                 |      |        |                           |              |           |                        |                         |
| <b>161848</b> | <b>3/27/2025</b> |           | <b>103587 DAKOTA ELECTRIC ASSOCIATION</b>       |      |        |                           |              |           |                        |                         |
|               |                  | 16.78     | SDLS #8 FLOATS SCADA CABINET                    |      | 3997   | 200010135416 02/25.2      | 6300.6371    |           | ELECTRIC               | STORM WATER UTILITY     |

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| <b>161848</b> | <b>3/27/2025</b> |                | <b>103587 DAKOTA ELECTRIC ASSOCIATION</b> |      |        |                       |            |           | <b>Continued...</b> |                      |
|               |                  | 77.73          | LIFT STATION #12                          |      | 3998   | 200010057891<br>02/25 | 6200.6371  | SSLS212   | ELECTRIC            | SEWER UTILITY        |
|               |                  | 394.85         | LIFT STATION #5                           |      | 3999   | 200010054799<br>02/25 | 6200.6371  | SSLS205   | ELECTRIC            | SEWER UTILITY        |
|               |                  | 113.03         | STORM DRAIN LIFT STATION #8               |      | 4000   | 200010038900<br>02/25 | 6300.6371  | SWLS308   | ELECTRIC            | STORM WATER UTILITY  |
|               |                  | 65.47          | STORM DRAIN LIFT STATION #6               |      | 4001   | 200004097754<br>02/25 | 6300.6371  | SWLS306   | ELECTRIC            | STORM WATER UTILITY  |
|               |                  | 177.95         | LIFT STATION #9                           |      | 4002   | 200003949690<br>02/25 | 6200.6371  | SSLS209   | ELECTRIC            | SEWER UTILITY        |
|               |                  | 18.19          | METERED TUNNEL LIGHTS                     |      | 4003   | 200003564457<br>02/25 | 6400.6371  |           | ELECTRIC            | STREET LIGHT UTILITY |
|               |                  | 224.21         | STORM DRAIN LIFT STATION #4               |      | 4004   | 200003329984<br>02/25 | 6300.6371  | SWLS304   | ELECTRIC            | STORM WATER UTILITY  |
|               |                  | 98.38          | STORM DRAIN LIFT STATION #3               |      | 4005   | 200002868701<br>02/25 | 6300.6371  | SWLS303   | ELECTRIC            | STORM WATER UTILITY  |
|               |                  | 181.95         | JAYCEE PARK TRAIL LIGHTS                  |      | 4006   | 200002112506<br>02/25 | 1520.6371  |           | ELECTRIC            | PARKS MAINTENANCE    |
|               |                  | 255.66         | LIFT STATION #3                           |      | 4007   | 200002080539<br>02/25 | 6200.6371  | SSLS203   | ELECTRIC            | SEWER UTILITY        |
|               |                  | 730.42         | JAYCEE PARK SHELTER/LIGHTS                |      | 4008   | 200002079739<br>02/25 | 1520.6371  |           | ELECTRIC            | PARKS MAINTENANCE    |
|               |                  | 260.52         | WATER TOWER #2                            |      | 4009   | 200002009496<br>02/25 | 6100.6371  | WT102     | ELECTRIC            | WATER UTILITY        |
|               |                  | 413.60         | WELL# 8                                   |      | 4010   | 200002009231<br>02/25 | 6100.6371  |           | ELECTRIC            | WATER UTILITY        |
|               |                  | 19.68          | IRRIGATION PUMP/SP CONTROL BLD            |      | 4011   | 200002007870<br>02/25 | 1520.6371  |           | ELECTRIC            | PARKS MAINTENANCE    |
|               |                  | 21.29          | CONNEMARA PARK SHELTER/LIGHTS             |      | 4012   | 200002004786<br>02/25 | 1520.6371  |           | ELECTRIC            | PARKS MAINTENANCE    |
|               |                  | 201.82         | LIFT STATION #4                           |      | 4013   | 200001834654<br>02/25 | 6200.6371  |           | ELECTRIC            | SEWER UTILITY        |
|               |                  | 5.00           | SIREN# 10                                 |      | 4014   | 200001519073<br>02/25 | 1320.6371  |           | ELECTRIC            | STREET MAINTENANCE   |
|               |                  | 6,514.68       | STREET LIGHTS                             |      | 4015   | 200001066414<br>02/25 | 6400.6371  |           | ELECTRIC            | STREET LIGHT UTILITY |
|               |                  | <hr/> 9,791.21 |                                           |      |        |                       |            |           |                     |                      |
| <b>161849</b> | <b>3/27/2025</b> |                | <b>101673 DUNDAS SOLAR HOLDINGS LLC</b>   |      |        |                       |            |           |                     |                      |
|               |                  | 8,136.84       | JAN'25 SOLAR SUBSCRIPTION                 |      | 4016   | 2502-6951A            | 6500.6371  |           | ELECTRIC            | ICE ARENA            |

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| 161849  | 3/27/2025 |           | 101673 DUNDAS SOLAR HOLDINGS LLC  |      |        |                              |              |           | Continued...                   |                                |
|         |           | 8,136.84  |                                   |      |        |                              |              |           |                                |                                |
| 161850  | 3/27/2025 |           | 100082 E.H. RENNER & SONS INC     |      |        |                              |              |           |                                |                                |
|         |           | 2,499.48  | NEW SECTION OF PIPE               |      | 4017   | 8755                         | 6100.6384    | W115      | MACHINERY & EQUIPMENT REPAIRS  | WATER UTILITY                  |
|         |           | 2,499.48  |                                   |      |        |                              |              |           |                                |                                |
| 161851  | 3/27/2025 |           | 103605 ECM PUBLISHERS INC         |      |        |                              |              |           |                                |                                |
|         |           | 600.00    | EXPO MOBILE ADS                   |      | 4018   | 1040102                      | 2100.6342    |           | OTHER ADVERTISING              | PORT AUTHORITY                 |
|         |           | 56.00     | ORD NO. B320                      |      | 4019   | 1039853                      | 1120.6343    |           | LEGAL NOTICES                  | GENERAL GOVERNMENT             |
|         |           | 60.00     | PUB HEARING PORT AUTH POST        |      | 4020   | 1038939                      | 2100.6343    |           | LEGAL NOTICES                  | PORT AUTHORITY                 |
|         |           | 52.00     | PUB HEARING ISD 196 PUBLICATIO    |      | 4021   | 1038938                      | 1120.6343    |           | LEGAL NOTICES                  | GENERAL GOVERNMENT             |
|         |           | 48.00     | STORDAHL PROP PUBLICATION         |      | 4022   | 1038937                      | 1120.6343    |           | LEGAL NOTICES                  | GENERAL GOVERNMENT             |
|         |           | 816.00    |                                   |      |        |                              |              |           |                                |                                |
| 161852  | 3/27/2025 |           | 103607 ECOLAB PEST                |      |        |                              |              |           |                                |                                |
|         |           | 123.04    | PEST CONTROL                      |      | 4023   | 7208138                      | 1510.6384    |           | MACHINERY & EQUIPMENT REPAIRS  | PARK & RECREATION              |
|         |           | 49.39     | PEST CONTROL                      |      | 4024   | 7684145                      | 1340.6381    |           | BUILDING REPAIRS AND MAINTENAN | GOVERNMENT BUILDINGS           |
|         |           | 100.00    | PEST CONTROL                      |      | 4025   | 7684146                      | 1340.6381    |           | BUILDING REPAIRS AND MAINTENAN | GOVERNMENT BUILDINGS           |
|         |           | 272.43    |                                   |      |        |                              |              |           |                                |                                |
| 161853  | 3/27/2025 |           | 103609 EHLERS                     |      |        |                              |              |           |                                |                                |
|         |           | 2,631.25  | EHLERS LUCKY LOLA PLAN            |      | 4026   | 100727                       | 2100.6310    |           | PROFESSIONAL SERVICES          | PORT AUTHORITY                 |
|         |           | 2,500.00  | SERIES 2015B ARBITRAGE            |      | 4027   | 100721                       | 3003.6731    |           | FISCAL AGENT FEES              | 2015B - CIP REFUNDING BONDS (2 |
|         |           | 750.00    | SERIES 2014A ARBITRAGE            |      | 4028   | 100623                       | 3002.6731    |           | FISCAL AGENT FEES              | 2014A - PP 10TH, BV 2ND, BARCA |
|         |           | 5,881.25  |                                   |      |        |                              |              |           |                                |                                |
| 161854  | 3/27/2025 |           | 102958 EMERGENCY TECHNICAL DECON  |      |        |                              |              |           |                                |                                |
|         |           | 59.50     | TURNOUT GEAR REPAIR               |      | 4029   | 1413                         | 1220.6242    |           | MINOR EQUIPMENT                | FIRE                           |
|         |           | 59.50     |                                   |      |        |                              |              |           |                                |                                |
| 161855  | 3/27/2025 |           | 106097 ENFORCEMENT LIGHTING, LLC. |      |        |                              |              |           |                                |                                |
|         |           | 12,650.00 | 2025 DURANGO BUILD VIN #83088     |      | 4031   | 2025 DODGE<br>DURANGO #83088 | 4050.6550.21 |           | MOTOR VEHICLES-POLICE          | EQUIPMENT IMPROVEMENT          |
|         |           | 12,650.00 | 2025 DURANGO BUILD VIN #08387     |      | 4032   | 2025 DODGE<br>DURANGO #08387 | 4050.6550.21 |           | MOTOR VEHICLES-POLICE          | EQUIPMENT IMPROVEMENT          |
|         |           | 12,650.00 | 2025 DODGE DURANGO VIN #08386     |      | 4033   | 2025 DODGE<br>DURANGO #08386 | 4050.6550.21 |           | MOTOR VEHICLES-POLICE          | EQUIPMENT IMPROVEMENT          |
|         |           | 37,950.00 |                                   |      |        |                              |              |           |                                |                                |
| 161856  | 3/27/2025 |           | 105307 EPIC WRAPS                 |      |        |                              |              |           |                                |                                |

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| <b>161856</b> | <b>3/27/2025</b> |           | <b>105307 EPIC WRAPS</b>                     |      |        |            |            |           | <b>Continued...</b>       |                                |
|               |                  | 2,250.00  | SQUAD 3570 WRAP REMOVAL                      |      | 4038   | 71071      | 4050.6310  |           | PROFESSIONAL SERVICES     | EQUIPMENT IMPROVEMENT          |
|               |                  | 2,250.00  |                                              |      |        |            |            |           |                           |                                |
| <b>161857</b> | <b>3/27/2025</b> |           | <b>106101 FAROOQ, RIZWAN</b>                 |      |        |            |            |           |                           |                                |
|               |                  | 500.00    | DAMAGE DEPOSIT REFUND                        |      | 4135   | 84403635   | 1000.2204  |           | P&R - REFUND CLEARING     | GENERAL FUND BALANCE SHEET     |
|               |                  | 500.00    |                                              |      |        |            |            |           |                           |                                |
| <b>161858</b> | <b>3/27/2025</b> |           | <b>103110 FARRELL EQUIPMENT &amp; SUPPLY</b> |      |        |            |            |           |                           |                                |
|               |                  | 114.99    | NEW DRILL BITE INDEX                         |      | 4040   | 205232     | 1520.6241  |           | SMALL TOOLS               | PARKS MAINTENANCE              |
|               |                  | 114.99    |                                              |      |        |            |            |           |                           |                                |
| <b>161859</b> | <b>3/27/2025</b> |           | <b>100179 FIRST IMPRESSION GROUP</b>         |      |        |            |            |           |                           |                                |
|               |                  | 18,550.00 | SUMMER BROCHURE PRINTING 2025                |      | 4041   | 166538     | 1510.6350  |           | PRINTING COSTS            | PARK & RECREATION              |
|               |                  | 18,550.00 |                                              |      |        |            |            |           |                           |                                |
| <b>161860</b> | <b>3/27/2025</b> |           | <b>100652 FLEETPRIDE</b>                     |      |        |            |            |           |                           |                                |
|               |                  | 886.43    | PARTS                                        |      | 4042   | 123913732  | 1330.6231  |           | EQUIPMENT REPAIR SUPPLIES | FLEET MAINTENANCE              |
|               |                  | 413.03    | PARTS                                        |      | 4043   | 123937866  | 1330.6231  |           | EQUIPMENT REPAIR SUPPLIES | FLEET MAINTENANCE              |
|               |                  | 1,299.46  |                                              |      |        |            |            |           |                           |                                |
| <b>161861</b> | <b>3/27/2025</b> |           | <b>103623 FLUEGEL ELEVATOR INC</b>           |      |        |            |            |           |                           |                                |
|               |                  | 167.50    | GRASS SEED                                   |      | 4044   | 737493     | 1520.6226  |           | OTHER OPERATING SUPPLIES  | PARKS MAINTENANCE              |
|               |                  | 167.50    |                                              |      |        |            |            |           |                           |                                |
| <b>161862</b> | <b>3/27/2025</b> |           | <b>106088 FRAME MINNESOTA</b>                |      |        |            |            |           |                           |                                |
|               |                  | 472.42    | DEPARTMENT PHOTO FRAMED                      |      | 4045   | 5201       | 4316.6560  |           | FURNITURE AND FIXTURES    | 2023-08 - PD & PW BUILDING (20 |
|               |                  | 532.78    | FRAMED BADGES                                |      | 4046   | 5200       | 1210.6560  |           | FURNITURE AND FIXTURES    | POLICE                         |
|               |                  | 745.17    | 2 FRAMED PHOTOS OF CHIEFS                    |      | 4047   | 5189       | 4316.6560  |           | FURNITURE AND FIXTURES    | 2023-08 - PD & PW BUILDING (20 |
|               |                  | 1,750.37  |                                              |      |        |            |            |           |                           |                                |
| <b>161863</b> | <b>3/27/2025</b> |           | <b>100156 GERTEN GREENHOUSES INC-446133</b>  |      |        |            |            |           |                           |                                |
|               |                  | 93.20     | TREE PROTECTORS "NURSERY"                    |      | 4048   | 550999/1   | 1520.6235  |           | LANDSCAPING SUPPLIES      | PARKS MAINTENANCE              |
|               |                  | 17.99     | SOIL THERMOMETER                             |      | 4049   | 550858/1   | 1520.6241  |           | SMALL TOOLS               | PARKS MAINTENANCE              |
|               |                  | 111.19    |                                              |      |        |            |            |           |                           |                                |
| <b>161864</b> | <b>3/27/2025</b> |           | <b>103639 GRAINGER</b>                       |      |        |            |            |           |                           |                                |
|               |                  | 1,431.61  | KEY CABINETS & UTILITY CONTAIN               |      | 4050   | 9444195193 | 4316.6580  |           | OTHER EQUIPMENT           | 2023-08 - PD & PW BUILDING (20 |
|               |                  | 536.20    | SLOW RETURN AIR/WATER HOSE                   |      | 4051   | 9444493275 | 4316.6580  |           | OTHER EQUIPMENT           | 2023-08 - PD & PW BUILDING (20 |
|               |                  | 527.01    | HAND TRUCK                                   |      | 4052   | 9379285829 | 4316.6580  |           | OTHER EQUIPMENT           | 2023-08 - PD & PW BUILDING (20 |
|               |                  | 614.10    | 2 HAND TRUCKS                                |      | 4053   | 9372616301 | 4316.6580  |           | OTHER EQUIPMENT           | 2023-08 - PD & PW BUILDING (20 |

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| <b>161864</b> | <b>3/27/2025</b> |           | <b>103639 GRAINGER</b>                            |      |        |                |            |           | <b>Continued...</b>            |                                |
|               |                  | 2,225.72  | FLAMMABLE PAINT CABINET                           |      | 4054   | 9381503664     | 4316.6580  |           | OTHER EQUIPMENT                | 2023-08 - PD & PW BUILDING (20 |
|               |                  | 1,054.02  | UTILITY CARTS FOR NEW BUILDING                    |      | 4055   | 9379285811     | 4316.6580  |           | OTHER EQUIPMENT                | 2023-08 - PD & PW BUILDING (20 |
|               |                  | 319.72    | RACKING COMPONENTS                                |      | 4056   | 9393029716     | 4316.6580  |           | OTHER EQUIPMENT                | 2023-08 - PD & PW BUILDING (20 |
|               |                  | 61.24     | SHOP SUPPLIES                                     |      | 4057   | 9400971983     | 1330.6224  |           | SHOP SUPPLIES                  | FLEET MAINTENANCE              |
|               |                  | 6,769.62  |                                                   |      |        |                |            |           |                                |                                |
| <b>161865</b> | <b>3/27/2025</b> |           | <b>103376 HALLBERG ENGINEERING</b>                |      |        |                |            |           |                                |                                |
|               |                  | 7,500.00  | PW / PD CAMPUS PROJECT                            |      | 4058   | 36633          | 4316.6313  |           | ENGINEERING SERVICES           | 2023-08 - PD & PW BUILDING (20 |
|               |                  | 7,500.00  |                                                   |      |        |                |            |           |                                |                                |
| <b>161866</b> | <b>3/27/2025</b> |           | <b>103645 HAWKINS INC</b>                         |      |        |                |            |           |                                |                                |
|               |                  | 190.00    | CHLORINE TANK RENTAL                              |      | 4059   | 7012922        | 6100.6310  |           | PROFESSIONAL SERVICES          | WATER UTILITY                  |
|               |                  | 190.00    |                                                   |      |        |                |            |           |                                |                                |
| <b>161867</b> | <b>3/27/2025</b> |           | <b>105658 HEARTLAND BUSINESS SYSTEMS, LLC</b>     |      |        |                |            |           |                                |                                |
|               |                  | 248.26-   | TAX FIX                                           |      | 4060   | 750521-TAX FIX | 4316.6570  |           | OFFICE EQUIP, FURNISHINGS, IT  | 2023-08 - PD & PW BUILDING (20 |
|               |                  | 3,303.38  | CD52 DOME CAMERA & LICENSE                        |      | 4061   | 750521-H       | 4316.6570  |           | OFFICE EQUIP, FURNISHINGS, IT  | 2023-08 - PD & PW BUILDING (20 |
|               |                  | 3,055.12  |                                                   |      |        |                |            |           |                                |                                |
| <b>161868</b> | <b>3/27/2025</b> |           | <b>103650 HIGHLAND SANITATION &amp; RECYCLING</b> |      |        |                |            |           |                                |                                |
|               |                  | 320.97    | FEBRUARY TRASH SERVICE                            |      | 4062   | 1359846A       | 1510.6374  |           | TRASH                          | PARK & RECREATION              |
|               |                  | 303.81    | FEBRUARY TRASH SERVICE                            |      | 4063   | 1359846B       | 6500.6374  |           | TRASH                          | ICE ARENA                      |
|               |                  | 94.50     | FEBRUARY TRASH SERVICE                            |      | 4064   | 1359846C       | 1510.6374  | 00040704  | TRASH                          | PARK & RECREATION              |
|               |                  | 102.18    | FEBRUARY TRASH SERVICE                            |      | 4065   | 1359846D       | 1510.6374  | 00016100  | TRASH                          | PARK & RECREATION              |
|               |                  | 4,577.88  | FEBRUARY TRASH SERVICE                            |      | 4066   | 1359846E       | 1340.6374  |           | TRASH                          | GOVERNMENT BUILDINGS           |
|               |                  | 5,399.34  |                                                   |      |        |                |            |           |                                |                                |
| <b>161869</b> | <b>3/27/2025</b> |           | <b>103651 HOME DEPOT CREDIT SERVICE</b>           |      |        |                |            |           |                                |                                |
|               |                  | 8,253.37  | LUMBER                                            |      | 4067   | H2833-295438   | 4100.6520  | PGEN      | BUILDING AND STRUCTURES        | PARK IMPROVEMENT               |
|               |                  | 8,925.22- | LUMBER RETURN                                     |      | 4068   | H2833-294935   | 4100.6520  | PGEN      | BUILDING AND STRUCTURES        | PARK IMPROVEMENT               |
|               |                  |           | RETURN                                            |      |        |                |            |           |                                |                                |
|               |                  | 8,925.77  | LUMBER                                            |      | 4069   | H2833-294935   | 4100.6520  | PGEN      | BUILDING AND STRUCTURES        | PARK IMPROVEMENT               |
|               |                  | 8,253.92  |                                                   |      |        |                |            |           |                                |                                |
| <b>161870</b> | <b>3/27/2025</b> |           | <b>103357 HUEBSCH</b>                             |      |        |                |            |           |                                |                                |
|               |                  | 32.57     | MATS                                              |      | 4070   | 20392160       | 1340.6381  |           | BUILDING REPAIRS AND MAINTENAN | GOVERNMENT BUILDINGS           |
|               |                  | 105.87    | MATS                                              |      | 4071   | 20392139       | 1340.6381  |           | BUILDING REPAIRS AND MAINTENAN | GOVERNMENT BUILDINGS           |
|               |                  | 274.87    | MATS                                              |      | 4072   | 20392140       | 1340.6381  |           | BUILDING REPAIRS AND MAINTENAN | GOVERNMENT BUILDINGS           |
|               |                  | 36.69     | MATS                                              |      | 4073   | 20392149       | 1340.6381  |           | BUILDING REPAIRS AND MAINTENAN | GOVERNMENT BUILDINGS           |
|               |                  | 137.42    | MATS                                              |      | 4074   | 20392158       | 1340.6381  |           | BUILDING REPAIRS AND MAINTENAN | GOVERNMENT BUILDINGS           |

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| <b>161870</b> | <b>3/27/2025</b> |          | <b>103357 HUEBSCH</b>                                |      |        |              |            |           | <b>Continued...</b>         |                            |
|               |                  | 587.42   |                                                      |      |        |              |            |           |                             |                            |
| <b>161871</b> | <b>3/27/2025</b> |          | <b>103394 IMPERIAL DADE</b>                          |      |        |              |            |           |                             |                            |
|               |                  | 289.20   | JANITORIAL SUPPLIES                                  |      | 4075   | 4355863A     | 1510.6226  |           | OTHER OPERATING SUPPLIES    | PARK & RECREATION          |
|               |                  | 289.20   | JANITORIAL SUPPLIES                                  |      | 4076   | 4355863B     | 6500.6226  |           | OTHER OPERATING SUPPLIES    | ICE ARENA                  |
|               |                  | 182.66   | JANITORIAL SUPPLIES                                  |      | 4077   | 4355863C     | 1510.6226  | 00016100  | OTHER OPERATING SUPPLIES    | PARK & RECREATION          |
|               |                  | 58.01    | JANITORIAL SUPPLIES                                  |      | 4078   | 4312927      | 1510.6242  | 00016100  | MINOR EQUIPMENT             | PARK & RECREATION          |
|               |                  | 819.07   |                                                      |      |        |              |            |           |                             |                            |
| <b>161872</b> | <b>3/27/2025</b> |          | <b>106100 IMS INFRASTRUCTURE MANAGEMENT SERVICES</b> |      |        |              |            |           |                             |                            |
|               |                  | 3,734.50 | PAVEMENT MANAGEMENT SERVICES                         |      | 4079   | 241129-39    | 1320.6313  |           | ENGINEERING SERVICES        | STREET MAINTENANCE         |
|               |                  | 3,734.50 |                                                      |      |        |              |            |           |                             |                            |
| <b>161873</b> | <b>3/27/2025</b> |          | <b>100547 INNOVATIVE OFFICE SOLUTIONS</b>            |      |        |              |            |           |                             |                            |
|               |                  | 525.00   | EXPO SWAG                                            |      | 4080   | 203040-1     | 2100.6342  |           | OTHER ADVERTISING           | PORT AUTHORITY             |
|               |                  | 496.00   | EXPO SWAG ITEMS                                      |      | 4081   | 203008-1     | 2100.6342  |           | OTHER ADVERTISING           | PORT AUTHORITY             |
|               |                  | 339.15   | EXPO STAFF SHIRTS                                    |      | 4082   | 203010-1     | 2100.6342  |           | OTHER ADVERTISING           | PORT AUTHORITY             |
|               |                  | 302.00   | ROSEMOUNT TABLECLOTH                                 |      | 4083   | 203012-1     | 2100.6210  |           | OFFICE SUPPLIES             | PORT AUTHORITY             |
|               |                  | 1,662.15 |                                                      |      |        |              |            |           |                             |                            |
| <b>161874</b> | <b>3/27/2025</b> |          | <b>106093 LB CARLSON LLP</b>                         |      |        |              |            |           |                             |                            |
|               |                  | 8,305.00 | AUDIT SVCS THRU 2/28/25                              |      | 4084   | 246533       | 1120.6311  |           | ACCOUNTING SERVICES         | GENERAL GOVERNMENT         |
|               |                  | 8,305.00 |                                                      |      |        |              |            |           |                             |                            |
| <b>161875</b> | <b>3/27/2025</b> |          | <b>106098 LEADERSHIP MENTORING NETWORK</b>           |      |        |              |            |           |                             |                            |
|               |                  | 2,250.00 | MARTIN LEADERSHIP COACHING                           |      | 4085   | 1004-25      | 1130.6453  |           | TRAINING COSTS              | ADMINISTRATIVE SERVICES    |
|               |                  | 2,250.00 |                                                      |      |        |              |            |           |                             |                            |
| <b>161876</b> | <b>3/27/2025</b> |          | <b>103682 LEAGUE OF MN CITIES</b>                    |      |        |              |            |           |                             |                            |
|               |                  | 2,880.00 | PATROL ONLINE TRAININGS                              |      | 4086   | 424568       | 1210.6453  |           | TRAINING COSTS              | POLICE                     |
|               |                  | 2,880.00 |                                                      |      |        |              |            |           |                             |                            |
| <b>161877</b> | <b>3/27/2025</b> |          | <b>100306 LENNAR HOMES</b>                           |      |        |              |            |           |                             |                            |
|               |                  | 2,000.00 | AS-BUILT SURVEY REFUND                               |      | 4087   | 2021-00740   | 1000.2202  |           | DEPOSITS PAYABLE - AS-BUILT | GENERAL FUND BALANCE SHEET |
|               |                  | 2,000.00 |                                                      |      |        |              |            |           |                             |                            |
| <b>161878</b> | <b>3/27/2025</b> |          | <b>100754 LHB INC</b>                                |      |        |              |            |           |                             |                            |
|               |                  | 1,505.86 | DUNMORE PARK CONSULTING                              |      | 4088   | 220019.00-18 | 4100.6312  | PDUNMO    | ARCHITECT SERVICES          | PARK IMPROVEMENT           |
|               |                  | 1,505.86 |                                                      |      |        |              |            |           |                             |                            |

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| <b>161879</b> | <b>3/27/2025</b> |          | <b>106099 LIFE TIME, INC.</b>        |      |        |             |            |           | <b>Continued...</b>           |                                |
|               |                  | 183.08   | LIFE TIME SCHOLARSHIP PAYMENT        |      | 4089   | CINV-177234 | 1110.6456  |           | OTHER MISCELLANEOUS CHARGES   | LEGISLATIVE CONTROL            |
|               |                  | 183.08   |                                      |      |        |             |            |           |                               |                                |
| <b>161880</b> | <b>3/27/2025</b> |          | <b>103686 LOGIS-LOCAL GOVERNMENT</b> |      |        |             |            |           |                               |                                |
|               |                  | 15.00    | SOFT TOKENS (4)                      |      | 4091   | 128012A     | 1130.6220  |           | OPERATING SUPPLIES            | ADMINISTRATIVE SERVICES        |
|               |                  | 15.00    | SOFT TOKENS (4)                      |      | 4092   | 128012B     | 1190.6220  |           | OPERATING SUPPLIES            | PLANNING & ZONING              |
|               |                  | 30.00    | SOFT TOKENS (4)                      |      | 4093   | 128012C     | 1320.6220  |           | OPERATING SUPPLIES            | STREET MAINTENANCE             |
|               |                  | 3,009.98 | ACCESS POINTS (2)                    |      | 4094   | 129029      | 4316.6570  |           | OFFICE EQUIP, FURNISHINGS, IT | 2023-08 - PD & PW BUILDING (20 |
|               |                  | 232.50   | NETWORK SVCS THRU 2/28/25            |      | 4095   | 129013A     | 4316.6310  |           | PROFESSIONAL SERVICES         | 2023-08 - PD & PW BUILDING (20 |
|               |                  | 387.50   | NETWORK SVCS THRU 2/28/25            |      | 4096   | 129013B     | 1130.6310  |           | PROFESSIONAL SERVICES         | ADMINISTRATIVE SERVICES        |
|               |                  | 38.75    | NETWORK SVCS THRU 2/28/25            |      | 4097   | 129013C     | 1210.6310  |           | PROFESSIONAL SERVICES         | POLICE                         |
|               |                  | 310.00   | NETWORK SVCS THRU 2/28/25            |      | 4098   | 129013D     | 1150.6310  |           | PROFESSIONAL SERVICES         | FINANCE                        |
|               |                  | 193.75   | NETWORK SVCS THRU 2/28/25            |      | 4099   | 129013E     | 4316.6310  |           | PROFESSIONAL SERVICES         | 2023-08 - PD & PW BUILDING (20 |
|               |                  | 155.00   | NETWORK SVCS THRU 2/28/25            |      | 4100   | 129013F     | 4316.6310  |           | PROFESSIONAL SERVICES         | 2023-08 - PD & PW BUILDING (20 |
|               |                  | 77.50    | NETWORK SVCS THRU 2/28/25            |      | 4101   | 129013G     | 1130.6310  |           | PROFESSIONAL SERVICES         | ADMINISTRATIVE SERVICES        |
|               |                  | 38.75    | NETWORK SVCS THRU 2/28/25            |      | 4102   | 129013H     | 1210.6310  |           | PROFESSIONAL SERVICES         | POLICE                         |
|               |                  | 77.50    | NETWORK SVCS THRU 2/28/25            |      | 4103   | 129013I     | 1130.6310  |           | PROFESSIONAL SERVICES         | ADMINISTRATIVE SERVICES        |
|               |                  | 193.75   | NETWORK SVCS THRU 2/28/25            |      | 4104   | 129013J     | 1130.6310  |           | PROFESSIONAL SERVICES         | ADMINISTRATIVE SERVICES        |
|               |                  | 4,774.98 |                                      |      |        |             |            |           |                               |                                |
| <b>161881</b> | <b>3/27/2025</b> |          | <b>101484 LVC COMPANIES</b>          |      |        |             |            |           |                               |                                |
|               |                  | 153.85   | ANNUAL MAINTENANCE                   |      | 4105   | 159964A     | 1510.6384  |           | MACHINERY & EQUIPMENT REPAIRS | PARK & RECREATION              |
|               |                  | 378.50   | ANNUAL MAINTENANCE                   |      | 4106   | 159964B     | 6500.6384  |           | MACHINERY & EQUIPMENT REPAIRS | ICE ARENA                      |
|               |                  | 140.45   | ANNUAL MAINTENANCE                   |      | 4107   | 159964C     | 1510.6384  | 00016100  | MACHINERY & EQUIPMENT REPAIRS | PARK & RECREATION              |
|               |                  | 132.50   | SERVICE INSPECTION - SEMI-ANNU       |      | 4108   | 165290      | 1510.6384  | 00016100  | MACHINERY & EQUIPMENT REPAIRS | PARK & RECREATION              |
|               |                  | 805.30   |                                      |      |        |             |            |           |                               |                                |
| <b>161882</b> | <b>3/27/2025</b> |          | <b>103154 MACINTOSH, LINDA</b>       |      |        |             |            |           |                               |                                |
|               |                  | 1,175.00 | SC RENTAL REFUND                     |      | 4090   | 84173758    | 1000.2204  | 00016100  | P&R - REFUND CLEARING         | GENERAL FUND BALANCE SHEET     |
|               |                  | 1,175.00 |                                      |      |        |             |            |           |                               |                                |
| <b>161883</b> | <b>3/27/2025</b> |          | <b>101580 MACQUEEN</b>               |      |        |             |            |           |                               |                                |
|               |                  | 623.05   | FIREFIGHTER BOOTS                    |      | 4109   | P45832      | 1220.6242  |           | MINOR EQUIPMENT               | FIRE                           |
|               |                  | 623.05   |                                      |      |        |             |            |           |                               |                                |
| <b>161884</b> | <b>3/27/2025</b> |          | <b>100368 MEDICINE LAKE TOURS</b>    |      |        |             |            |           |                               |                                |
|               |                  | 1,785.00 | SENIOR BUS TRIP                      |      | 4110   | 03.17.2025  | 1510.6310  | 00040601  | PROFESSIONAL SERVICES         | PARK & RECREATION              |
|               |                  | 1,785.00 |                                      |      |        |             |            |           |                               |                                |
| <b>161885</b> | <b>3/27/2025</b> |          | <b>103697 MENARDS-APPLE VALLEY</b>   |      |        |             |            |           |                               |                                |



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| <b>161885</b> | <b>3/27/2025</b> |            | <b>103697 MENARDS-APPLE VALLEY</b>       |      |        |                 |            |           | <b>Continued...</b>       |                            |
|               |                  | 104.58     | BUILDING SUPPLIES                        |      | 4111   | 89485           | 1320.6233  |           | BUILDING REPAIRS SUPPLIES | STREET MAINTENANCE         |
|               |                  | 74.31      | BUILDING REPAIR                          |      | 4112   | 89354           | 1340.6233  |           | BUILDING REPAIRS SUPPLIES | GOVERNMENT BUILDINGS       |
|               |                  | 178.89     |                                          |      |        |                 |            |           |                           |                            |
| <b>161886</b> | <b>3/27/2025</b> |            | <b>106095 METAL SUPERMARKETS</b>         |      |        |                 |            |           |                           |                            |
|               |                  | 3,154.73   | TOILET STEEL                             |      | 4113   | 1059758         | 4100.6520  | PGEN      | BUILDING AND STRUCTURES   | PARK IMPROVEMENT           |
|               |                  | 3,154.73   |                                          |      |        |                 |            |           |                           |                            |
| <b>161887</b> | <b>3/27/2025</b> |            | <b>103699 METRO COUNCIL ENV SERV</b>     |      |        |                 |            |           |                           |                            |
|               |                  | 157,862.15 | APR'25 WASTEWATER SERVICE                |      | 4114   | 1184809         | 6200.6375  |           | SEWER                     | SEWER UTILITY              |
|               |                  | 157,862.15 |                                          |      |        |                 |            |           |                           |                            |
| <b>161888</b> | <b>3/27/2025</b> |            | <b>103700 METRO COUNCIL ENV SERV</b>     |      |        |                 |            |           |                           |                            |
|               |                  | 19,880.00  | FEBRUARY 2025 METRO SAC PMT              |      | 4115   | 2025-0307A      | 1000.2063  |           | METRO SAC PAYABLE         | GENERAL FUND BALANCE SHEET |
|               |                  | 198.80     | FEBRUARY 2025 METRO SAC PMT              |      | 4116   | 2025-0307B      | 1000.4351  |           | METRO SAC CHARGES         | GENERAL FUND BALANCE SHEET |
|               |                  | 19,681.20  |                                          |      |        |                 |            |           |                           |                            |
| <b>161889</b> | <b>3/27/2025</b> |            | <b>101363 METRO SALES INC</b>            |      |        |                 |            |           |                           |                            |
|               |                  | 145.16     | STEEPLE CNTR COLOR COPIER                |      | 4117   | INV2744282      | 1120.6392  |           | OFFICE EQUIPMENT RENTALS  | GENERAL GOVERNMENT         |
|               |                  | 262.46     | COLOR COPIER CITY HALL                   |      | 4118   | INV2740381      | 1120.6392  |           | OFFICE EQUIPMENT RENTALS  | GENERAL GOVERNMENT         |
|               |                  | 407.62     |                                          |      |        |                 |            |           |                           |                            |
| <b>161890</b> | <b>3/27/2025</b> |            | <b>103471 MIDWEST CUBING ASSOCIATION</b> |      |        |                 |            |           |                           |                            |
|               |                  | 500.00     | DAMAGE DEPOSIT REFUND                    |      | 4119   | 84402611        | 1000.2204  |           | P&R - REFUND CLEARING     | GENERAL FUND BALANCE SHEET |
|               |                  | 500.00     |                                          |      |        |                 |            |           |                           |                            |
| <b>161891</b> | <b>3/27/2025</b> |            | <b>100073 MN DEPT OF HEALTH</b>          |      |        |                 |            |           |                           |                            |
|               |                  | 23.00      | WATER LICENSE                            |      | 4120   | RILEY K.        | 6100.6451  |           | DUES AND SUBSCRIPTIONS    | WATER UTILITY              |
|               |                  |            |                                          |      |        | EXAMINATION FEE |            |           |                           |                            |
|               |                  | 23.00      | WASTE WATER LICENSE RENEWAL              |      | 4121   | HUNTER C.       | 6200.6451  |           | DUES AND SUBSCRIPTIONS    | SEWER UTILITY              |
|               |                  |            |                                          |      |        | LICENSE RENEWAL |            |           |                           |                            |
|               |                  | 46.00      |                                          |      |        |                 |            |           |                           |                            |
| <b>161892</b> | <b>3/27/2025</b> |            | <b>100060 MN RURAL WATER ASSO</b>        |      |        |                 |            |           |                           |                            |
|               |                  | 700.00     | ANNUAL WATER CONFERENCE                  |      | 4122   | 41ST ANNUAL     | 6100.6453  |           | TRAINING COSTS            | WATER UTILITY              |
|               |                  |            |                                          |      |        | TECH CONF.      |            |           |                           |                            |
|               |                  | 700.00     |                                          |      |        |                 |            |           |                           |                            |
| <b>161893</b> | <b>3/27/2025</b> |            | <b>103729 MN ST FIRE DEPT ASSN</b>       |      |        |                 |            |           |                           |                            |
|               |                  | 450.00     | MEMBERSHIP DUES                          |      | 4123   | 2025 MSFDA      | 1220.6451  |           | DUES AND SUBSCRIPTIONS    | FIRE                       |

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| 161893  | 3/27/2025 |           | 103729 MN ST FIRE DEPT ASSN              |      |        |                 |            |           | Continued...              |                            |
|         |           |           | MEMBERSHIP                               |      |        |                 |            |           |                           |                            |
|         |           | 450.00    |                                          |      |        |                 |            |           |                           |                            |
| 161894  | 3/27/2025 |           | 103732 MN VALLEY TESTING LABS            |      |        |                 |            |           |                           |                            |
|         |           | 522.50    | BAC-T TESTING                            |      | 4124   | 1296882         | 6100.6310  |           | PROFESSIONAL SERVICES     | WATER UTILITY              |
|         |           | 522.50    |                                          |      |        |                 |            |           |                           |                            |
| 161895  | 3/27/2025 |           | 103747 NORTHERN SAFETY TECH              |      |        |                 |            |           |                           |                            |
|         |           | 20,033.96 | '25 TAHOE SET UP                         |      | 4125   | 20-3739         | 1220.6550  |           | MOTOR VEHICLES            | FIRE                       |
|         |           | 20,033.96 |                                          |      |        |                 |            |           |                           |                            |
| 161896  | 3/27/2025 |           | 100330 OERTEL ARCHITECTS                 |      |        |                 |            |           |                           |                            |
|         |           | 4,485.00  | U MORE PARK CONSTRUCTION ADMIN           |      | 4126   | 24-20.8         | 4100.6312  | PUMORB    | ARCHITECT SERVICES        | PARK IMPROVEMENT           |
|         |           | 4,485.00  |                                          |      |        |                 |            |           |                           |                            |
| 161897  | 3/27/2025 |           | 102006 PELLICCI ACE ROSEMOUNT            |      |        |                 |            |           |                           |                            |
|         |           | 147.48    | HOCKEY GOAL STRING                       |      | 4127   | 13485/R         | 1520.6220  |           | OPERATING SUPPLIES        | PARKS MAINTENANCE          |
|         |           | 49.99     | PARACORD                                 |      | 4128   | 13462/R         | 1520.6220  |           | OPERATING SUPPLIES        | PARKS MAINTENANCE          |
|         |           | 7.99      | STENCIL KIT                              |      | 4129   | 13453/R         | 1520.6220  |           | OPERATING SUPPLIES        | PARKS MAINTENANCE          |
|         |           | 104.92    | PAINT AND HOSE FITTINGS                  |      | 4130   | 13441/R         | 1520.6220  |           | OPERATING SUPPLIES        | PARKS MAINTENANCE          |
|         |           | 29.95     | BUILDING REPAIR                          |      | 4131   | 13454/R         | 1340.6233  |           | BUILDING REPAIRS SUPPLIES | GOVERNMENT BUILDINGS       |
|         |           | 20.14     | WORKBENCH HARDWARE                       |      | 4132   | 13444/R         | 1520.6224  |           | SHOP SUPPLIES             | PARKS MAINTENANCE          |
|         |           | 360.47    |                                          |      |        |                 |            |           |                           |                            |
| 161898  | 3/27/2025 |           | 102030 POPP, STACEY                      |      |        |                 |            |           |                           |                            |
|         |           | 60.00     | YOGA INSTRUCTION EXPO                    |      | 4150   | 03.2025 PAYMENT | 2100.6310  |           | PROFESSIONAL SERVICES     | PORT AUTHORITY             |
|         |           | 60.00     |                                          |      |        |                 |            |           |                           |                            |
| 161899  | 3/27/2025 |           | 103038 REPUBLIC SERVICES #923            |      |        |                 |            |           |                           |                            |
|         |           | 218.94    | APRIL 2025 ORGANICS HAULING              |      | 4133   | 0923-005950938  | 1340.6376  |           | OTHER UTILITY SERVICES    | GOVERNMENT BUILDINGS       |
|         |           | 218.94    |                                          |      |        |                 |            |           |                           |                            |
| 161900  | 3/27/2025 |           | 103136 RHS BOYS SWIM & DIVE BOOSTER CLUB |      |        |                 |            |           |                           |                            |
|         |           | 300.00    | SC DAMAGE DEPOSIT REFUND                 |      | 4134   | 84202645        | 1000.2204  | 00016100  | P&R - REFUND CLEARING     | GENERAL FUND BALANCE SHEET |
|         |           | 300.00    |                                          |      |        |                 |            |           |                           |                            |
| 161901  | 3/27/2025 |           | 103367 ROSEMOUNT HS WRESTL'G BOOSTERS    |      |        |                 |            |           |                           |                            |
|         |           | 300.00    | SC DAMAGE DEPOSIT REFUND                 |      | 4136   | 84130860        | 1000.2204  | 00016100  | P&R - REFUND CLEARING     | GENERAL FUND BALANCE SHEET |
|         |           | 300.00    |                                          |      |        |                 |            |           |                           |                            |

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|---------------|------------------|-----------------|--------------------------------------------|------|--------|-------------------------|------------|-----------|--------------------------------|--------------------------------|
| <b>161902</b> | <b>3/27/2025</b> |                 | <b>100635 ROTARY CLUB OF ROSEMOUNT</b>     |      |        |                         |            |           | <b>Continued...</b>            |                                |
|               |                  | 716.00          | 2024 ROTARY CLUB DUES                      |      | 4137   | 1074,1115,1087,<br>1091 | 1120.6451  |           | DUES AND SUBSCRIPTIONS         | GENERAL GOVERNMENT             |
|               |                  | <hr/> 716.00    |                                            |      |        |                         |            |           |                                |                                |
| <b>161903</b> | <b>3/27/2025</b> |                 | <b>106082 SAFELITE FULFILLMENT, LLC.</b>   |      |        |                         |            |           |                                |                                |
|               |                  | 500.00          | CONTRACTED LABOR                           |      | 4138   | 03716-000580            | 1330.6384  |           | MACHINERY & EQUIPMENT REPAIRS  | FLEET MAINTENANCE              |
|               |                  | <hr/> 500.00    |                                            |      |        |                         |            |           |                                |                                |
| <b>161904</b> | <b>3/27/2025</b> |                 | <b>103780 SENTRY SYSTEMS INC</b>           |      |        |                         |            |           |                                |                                |
|               |                  | 82.80           | FS2 FIRE ALARM MONITORING                  |      | 4140   | 800983                  | 1340.6381  |           | BUILDING REPAIRS AND MAINTENAN | GOVERNMENT BUILDINGS           |
|               |                  | <hr/> 82.80     |                                            |      |        |                         |            |           |                                |                                |
| <b>161905</b> | <b>3/27/2025</b> |                 | <b>100194 SHI INTERNATIONAL CORP</b>       |      |        |                         |            |           |                                |                                |
|               |                  | 67.00           | LOGITECH MX MASTER MOUSE                   |      | 4141   | B19476480               | 1150.6220  |           | OPERATING SUPPLIES             | FINANCE                        |
|               |                  | 99.00           | DISPLAY PORT TO HDMI CABLES                |      | 4142   | B19476715               | 1130.6220  |           | OPERATING SUPPLIES             | ADMINISTRATIVE SERVICES        |
|               |                  | 75.00           | MOUSE PADS (5)                             |      | 4143   | B19484750               | 1130.6220  |           | OPERATING SUPPLIES             | ADMINISTRATIVE SERVICES        |
|               |                  | 298.00          | CLICKSHARE BUTTON PD CONF                  |      | 4144   | B19480787               | 4316.6570  |           | OFFICE EQUIP, FURNISHINGS, IT  | 2023-08 - PD & PW BUILDING (20 |
|               |                  | <hr/> 539.00    |                                            |      |        |                         |            |           |                                |                                |
| <b>161906</b> | <b>3/27/2025</b> |                 | <b>103779 SHORT ELLIOT HENDRICKSON</b>     |      |        |                         |            |           |                                |                                |
|               |                  | 2,281.40        | HWY 3 RAB WM RELOCATE, 2025-01             |      | 4145   | 483743                  | 4322.6313  |           | ENGINEERING SERVICES           | 2025-01 - HWY 3 ROUNDABOUT     |
|               |                  | 956.89          | CSAH 42 WATER MAIN EXTENSION               |      | 4146   | 480222                  | 4679.6313  |           | ENGINEERING SERVICES           | 2024-31 - TRACT                |
|               |                  | <hr/> 3,238.29  |                                            |      |        |                         |            |           |                                |                                |
| <b>161907</b> | <b>3/27/2025</b> |                 | <b>103786 SOLBERG AGGREGATE COMPANY</b>    |      |        |                         |            |           |                                |                                |
|               |                  | 4,982.14        | CLASS 5                                    |      | 4147   | 30179                   | 1520.6226  | PCARRO    | OTHER OPERATING SUPPLIES       | PARKS MAINTENANCE              |
|               |                  | <hr/> 4,982.14  |                                            |      |        |                         |            |           |                                |                                |
| <b>161908</b> | <b>3/27/2025</b> |                 | <b>100298 SRF CONSULTING GROUP INC</b>     |      |        |                         |            |           |                                |                                |
|               |                  | 20,911.91       | ASPEN AVENUE EXTENSION                     |      | 4148   | 16955.00-14             | 4318.6313  |           | ENGINEERING SERVICES           | 2024-02 - ASPEN AVENUE EXTENSI |
|               |                  | 736.40          | PEDESTRIAN CROSSING STUDY                  |      | 4149   | 17740.00-7              | 4150.6313  |           | ENGINEERING SERVICES           | STREET IMPROVEMENT             |
|               |                  | <hr/> 21,648.31 |                                            |      |        |                         |            |           |                                |                                |
| <b>161909</b> | <b>3/27/2025</b> |                 | <b>103013 STANTEC CONSULTING SERVS INC</b> |      |        |                         |            |           |                                |                                |
|               |                  | 4,526.00        | VISIONING                                  |      | 4151   | 2326133                 | 2100.6310  |           | PROFESSIONAL SERVICES          | PORT AUTHORITY                 |
|               |                  | <hr/> 4,526.00  |                                            |      |        |                         |            |           |                                |                                |
| <b>161910</b> | <b>3/27/2025</b> |                 | <b>102259 STERICYCLE INC</b>               |      |        |                         |            |           |                                |                                |
|               |                  | 158.37          | SHRED IT SERVICES                          |      | 4152   | 8010074342              | 1210.6310  |           | PROFESSIONAL SERVICES          | POLICE                         |
|               |                  | <hr/> 158.37    |                                            |      |        |                         |            |           |                                |                                |

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|---------------|------------------|-----------------|--------------------------------------|------|--------|----------------|------------|-----------|-----------------------|--------------------------------|
| <b>161910</b> | <b>3/27/2025</b> |                 | <b>102259 STERICYCLE INC</b>         |      |        |                |            |           | <b>Continued...</b>   |                                |
| <b>161911</b> | <b>3/27/2025</b> |                 | <b>103795 STREICHER'S</b>            |      |        |                |            |           |                       |                                |
|               |                  | 123.98          | VONBANK DUTY BELT & RADIO CASE       |      | 4153   | I1750529       | 1210.6144  |           | EMPLOYEE ALLOWANCES   | POLICE                         |
|               |                  | 622.98          | RIOT GEAR FOR VONBANK                |      | 4154   | I1749532       | 1210.6144  |           | EMPLOYEE ALLOWANCES   | POLICE                         |
|               |                  | 245.66          | RIOT GEAR FOR VONBANK                |      | 4155   | I1750192       | 1210.6144  |           | EMPLOYEE ALLOWANCES   | POLICE                         |
|               |                  | 1,029.80        | CHIEF'S UNIFORMS                     |      | 4156   | I1747950       | 1210.6144  |           | EMPLOYEE ALLOWANCES   | POLICE                         |
|               |                  | 3,576.67        | SNEDDEKER NEW HIRE UNIFORMS          |      | 4157   | I1730498       | 1210.6144  |           | EMPLOYEE ALLOWANCES   | POLICE                         |
|               |                  | 1,757.71        | NEWINSKI NEW HIRE UNIFORMS           |      | 4158   | I1727082       | 1210.6144  |           | EMPLOYEE ALLOWANCES   | POLICE                         |
|               |                  | <u>7,356.80</u> |                                      |      |        |                |            |           |                       |                                |
| <b>161912</b> | <b>3/27/2025</b> |                 | <b>100875 SUNBELT RENTALS INC</b>    |      |        |                |            |           |                       |                                |
|               |                  | 1,366.29        | RENTAL FOR XMAS LIGHTS INSTALL       |      | 4159   | 163591810-0001 | 1320.6394  |           | MACHINERY RENTALS     | STREET MAINTENANCE             |
|               |                  | <u>1,366.29</u> |                                      |      |        |                |            |           |                       |                                |
| <b>161913</b> | <b>3/27/2025</b> |                 | <b>106096 THE DRAWER</b>             |      |        |                |            |           |                       |                                |
|               |                  | 500.00          | DAMAGE DEPOSIT REFUND                |      | 4160   | 83498445       | 1000.2204  |           | P&R - REFUND CLEARING | GENERAL FUND BALANCE SHEET     |
|               |                  | <u>500.00</u>   |                                      |      |        |                |            |           |                       |                                |
| <b>161914</b> | <b>3/27/2025</b> |                 | <b>106103 THE KUMASI CLUB</b>        |      |        |                |            |           |                       |                                |
|               |                  | 937.50          | DAMAGE DEPOSIT/HALL REFUND           |      | 4030   | 78551937       | 1000.2204  |           | P&R - REFUND CLEARING | GENERAL FUND BALANCE SHEET     |
|               |                  | <u>937.50</u>   |                                      |      |        |                |            |           |                       |                                |
| <b>161915</b> | <b>3/27/2025</b> |                 | <b>100127 TKDA ASSOCIATES</b>        |      |        |                |            |           |                       |                                |
|               |                  | 1,871.09        | 2025 SIP                             |      | 4161   | 2025000598     | 4323.6313  |           | ENGINEERING SERVICES  | 2025-02 - 2025 STREET IMPROVEM |
|               |                  | <u>1,871.09</u> |                                      |      |        |                |            |           |                       |                                |
| <b>161916</b> | <b>3/27/2025</b> |                 | <b>103817 UNLIMITED SUPPLIES INC</b> |      |        |                |            |           |                       |                                |
|               |                  | 2,229.26        | SETUP HARDWARE SUPPLIES              |      | 4162   | 484107         | 4316.6580  |           | OTHER EQUIPMENT       | 2023-08 - PD & PW BUILDING (20 |
|               |                  | 22.05           | SHOP SUPPLIES                        |      | 4163   | 485977         | 6100.6224  |           | SHOP SUPPLIES         | WATER UTILITY                  |
|               |                  | 627.73          | SHOP SUPPLIES                        |      | 4164   | 485436         | 1520.6224  |           | SHOP SUPPLIES         | PARKS MAINTENANCE              |
|               |                  | 333.85          | SHOP SUPPLIES                        |      | 4165   | 483907         | 1330.6224  |           | SHOP SUPPLIES         | FLEET MAINTENANCE              |
|               |                  | <u>3,212.89</u> |                                      |      |        |                |            |           |                       |                                |
| <b>161917</b> | <b>3/27/2025</b> |                 | <b>103822 VAN PAPER COMPANY</b>      |      |        |                |            |           |                       |                                |
|               |                  | 4,731.04        | PAPER PRODUCTS                       |      | 4166   | 96327          | 1340.6221  |           | CLEANING SUPPLIES     | GOVERNMENT BUILDINGS           |
|               |                  | <u>4,731.04</u> |                                      |      |        |                |            |           |                       |                                |
| <b>161918</b> | <b>3/27/2025</b> |                 | <b>103391 VELVET TONES</b>           |      |        |                |            |           |                       |                                |
|               |                  | 150.00          | RAS LUNCHEON ENTERTAINMENT           |      | 4167   | 03.19.2025     | 1510.6310  | 00040603  | PROFESSIONAL SERVICES | PARK & RECREATION              |
|               |                  | <u>150.00</u>   |                                      |      |        |                |            |           |                       |                                |

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| 161918  | 3/27/2025 |           | 103391 VELVET TONES           |      |        |                 |            |           | Continued...         |                                |
| 161919  | 3/27/2025 |           | 102490 WARSAW SOLAR, LLC      |      |        |                 |            |           |                      |                                |
|         |           | 3,376.93  | JAN'25 SOLAR SUBSCRIPTION     |      | 4168   | 2502-6994F01    | 1340.6371  |           | ELECTRIC             | GOVERNMENT BUILDINGS           |
|         |           | 360.81    | JAN'25 SOLAR SUBSCRIPTION     |      | 4169   | 2502-6994F02    | 6100.6371  | W110      | ELECTRIC             | WATER UTILITY                  |
|         |           | 5,349.93  | JAN'25 SOLAR SUBSCRIPTION     |      | 4170   | 2502-6994F03    | 6500.6371  |           | ELECTRIC             | ICE ARENA                      |
|         |           | 1,643.60  | JAN'25 SOLAR SUBSCRIPTION     |      | 4171   | 2502-6994F04    | 6100.6371  | W112      | ELECTRIC             | WATER UTILITY                  |
|         |           | 319.52    | JAN'25 SOLAR SUBSCRIPTION     |      | 4172   | 2502-6994F05    | 6100.6371  | W107      | ELECTRIC             | WATER UTILITY                  |
|         |           | 137.64    | JAN'25 SOLAR SUBSCRIPTION     |      | 4173   | 2502-6994F06    | 1340.6371  |           | ELECTRIC             | GOVERNMENT BUILDINGS           |
|         |           | 11,188.43 |                               |      |        |                 |            |           |                      |                                |
| 161921  | 3/27/2025 |           | 103832 WSB AND ASSOCIATES INC |      |        |                 |            |           |                      |                                |
|         |           | 208.75    | WCA 2024 REPORTING            |      | 4174   | R-024321-000-11 | 1190.6313  |           | ENGINEERING SERVICES | PLANNING & ZONING              |
|         |           | 83.50     | WCA 2024 REPORTING            |      | 4175   | R-026768-000-1  | 1190.6313  |           | ENGINEERING SERVICES | PLANNING & ZONING              |
|         |           | 3,519.00  | PROJECT FALCON                |      | 4176   | R-027776-000-1  | 4673.6313  |           | ENGINEERING SERVICES | 2024-24 - PORJECT FALCON       |
|         |           | 1,740.50  | SKB EMEARLD HILL PATH         |      | 4177   | R-027360-000-3  | 4646.6313  |           | ENGINEERING SERVICES | 2022-25 - SKB EXPANSION        |
|         |           | 4,671.50  | 2025 ASST CITY ENGINEER SERV  |      | 4178   | R-027450-000-1  | 1310.6313  |           | ENGINEERING SERVICES | ENGINEERING                    |
|         |           | 2,517.50  | AKRON RIDGE                   |      | 4179   | R-027331-000-2  | 1310.6313  |           | ENGINEERING SERVICES | ENGINEERING                    |
|         |           | 2,050.50  | AMBER FIELDS COMMERCIAL ROAD  |      | 4180   | R-026910-000-4  | 4677.6313  |           | ENGINEERING SERVICES | 2025-05 - AMBER FIELDS COMM RD |
|         |           | 3,376.00  | 2024 TRAILS PAVEMENT REIVEW   |      | 4181   | R-026426-000-5  | 1320.6313  |           | ENGINEERING SERVICES | STREET MAINTENANCE             |
|         |           | 286.25    | KWIK TRIP (CR42 & AKRON)      |      | 4182   | R-026374-000-4  | 1310.6313  |           | ENGINEERING SERVICES | ENGINEERING                    |
|         |           | 2,136.00  | ISD 196 NEW MIDDLE SCHOOL     |      | 4183   | R-026152-000-7  | 4664.6313  |           | ENGINEERING SERVICES | 2024-10 - ROSEMOUNT MIDDLE SCH |
|         |           | 592.00    | AMBER FIELDS 19TH ADDITION    |      | 4184   | R-026024-000-8  | 4670.6313  |           | ENGINEERING SERVICES | 2024-18 - AMBER FIELDS 19TH    |
|         |           | 190.00    | MY CREDIT UNION               |      | 4185   | R-025816-000-4  | 1310.6313  |           | ENGINEERING SERVICES | ENGINEERING                    |
|         |           | 285.00    | O2B CHILDCARE                 |      | 4186   | R-025601-000-8  | 1310.6313  |           | ENGINEERING SERVICES | ENGINEERING                    |
|         |           | 1,983.00  | AL MADINA MOSQUE              |      | 4187   | R-025322-000-9  | 1310.6313  |           | ENGINEERING SERVICES | ENGINEERING                    |
|         |           | 600.00    | 2024-25 MS4 & MONITORING      |      | 4188   | R-025921-000-9  | 6300.6313  |           | ENGINEERING SERVICES | STORM WATER UTILITY            |
|         |           | 814.00    | AMBER FIELDS 18TH ADDITION    |      | 4189   | R-025320-000-10 | 4665.6313  |           | ENGINEERING SERVICES | 2024-11 - AMBER FIELDS 18TH    |
|         |           | 340.00    | FIRST STATE BANK OF ROSEMOUNT |      | 4190   | R-024934-000-8  | 4666.6313  |           | ENGINEERING SERVICES | 2024-12 - PRESTWICK PLACE 26TH |
|         |           | 2,438.00  | AMBER FIELDS 16TH ADDITION    |      | 4191   | R-024570-000-12 | 4662.6313  |           | ENGINEERING SERVICES | 2024-07 - AMBER FIELDS 16TH    |
|         |           | 2,272.00  | PROJECT BIGFOOT               |      | 4192   | R-023927-000-15 | 4643.6313  |           | ENGINEERING SERVICES | 2022-21 - PROJECT BIGFOOT      |
|         |           | 2,652.50  | BROCKWAY POND OUTLET IMPROV   |      | 4193   | R-022713-000-15 | 6300.6313  |           | ENGINEERING SERVICES | STORM WATER UTILITY            |
|         |           | 207.50    | 2023 SIP                      |      | 4194   | R-021997-000-17 | 4314.6313  |           | ENGINEERING SERVICES | 2023-04 - 2023 PAVEMENT MGMT   |
|         |           | 251.00    | EMERALD ISLE 3RD ADDITION     |      | 4195   | R-019708-000-31 | 4633.6313  |           | ENGINEERING SERVICES | 2022-07 - EMERALD ISLE 3RD     |
|         |           | 148.00    | AMBER FIELDS 1ST ADDITION     |      | 4196   | R-017748-000-36 | 4607.6313  |           | ENGINEERING SERVICES | 2018-21 - AMBER FIELDS         |
|         |           | 237.00    | SKB EXPANSION                 |      | 4197   | 0-002235-150-66 | 4646.6313  |           | ENGINEERING SERVICES | 2022-25 - SKB EXPANSION        |
|         |           | 33,599.50 |                               |      |        |                 |            |           |                      |                                |
| 161922  | 3/27/2025 |           | 103833 XCEL ENERGY            |      |        |                 |            |           |                      |                                |
|         |           | 11,503.65 | NON METERED STREET LIGHTS     |      | 4198   | 51-6870492-3    | 6400.6371  |           | ELECTRIC             | STREET LIGHT UTILITY           |

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|----------------|------------------|-------------------|-------------------------------|-------------|---------------|-----------------------|-------------------|------------------|----------------------------|----------------------|
| <b>161922</b>  | <b>3/27/2025</b> |                   | <b>103833 XCEL ENERGY</b>     |             |               |                       |                   |                  | <b>Continued...</b>        |                      |
|                |                  | 106.42            | ERICKSON PARK TENNIS COURTS   |             | 4199          | 0010575696-0<br>02/25 | 1520.6371         |                  | ELECTRIC                   | PARKS MAINTENANCE    |
|                |                  | 245.31            | UMORE LIGHTS & IRRIGATION     |             | 4200          | 51-0519839-2<br>02/25 | 1520.6371         |                  | ELECTRIC                   | PARKS MAINTENANCE    |
|                |                  | 194.58            | PRV STATION                   |             | 4201          | 0015012796-4<br>02/25 | 6100.6371         | WH101            | ELECTRIC                   | WATER UTILITY        |
|                |                  | <u>12,049.96</u>  |                               |             |               |                       |                   |                  |                            |                      |
|                |                  | <u>657,399.02</u> | Grand Total                   |             |               |                       |                   |                  |                            |                      |

Payment Instrument Totals

|                |                   |
|----------------|-------------------|
| Checks         | <u>657,399.02</u> |
| Total Payments | 657,399.02        |



3/28/2025

**ROSEMOUNT CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
MARCH 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, March 18, 2025, at 7:00 PM. in Rosemount Council Chambers, 2875 145th Street West.

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

**APPROVAL OF AGENDA**

**Motion by Weisensel Second Klimpel**

**Motion** to approve the agenda

**Ayes: 4.**

**Nays: None. Motion Carried.**

**PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS**

a. Dakota County Presentation

Dakota County Commissioners Droste and Hamann-Roland provided an update on current priorities and projects at the County. Highlighting the library, the crisis and recovery center, growing the Greenway system, renewable energy improvements, county road projects, advocating for state and federal support.

The County will conduct a survey that will go out to 7,000 randomly selected households in order to determine what priorities to focus on in the future. Mayor Weisnesel requested a quarterly update from the Dakota County Commissioners.

Councilmember Freske questioned the status of County Road 42 and Highway 3 visioning. Commissioners understand this will get kicked off this summer with a partnership from MNDot and the railroad.

Councilmember Freske also questioned getting Akron Avenue paved further north to Cliff Road. Commissioners stated this is a city issue and Rosemount will need to discuss with Inver Grove Heights as they do not have this is a priority to be paved and last discussions held were that Inver Grove Heights did not want it paved.

Councilmember Klimpel questioned how the county evaluates legacy intersections. Commissioner Droste stated the county engineers review all intersections annually and those that have the highest crash rate are prioritized to be addressed based on the accident rate and severity.

Mayor Weisensel asked for clarification on the process of how we address fixing some of these intersections that have a high accident rate. Commissioner Droste noted it is approximately a three year

process especially when you must consider right of way. Mayor Weisensel also requested the commissioners speak to how the county handles partnerships and continues to ensure they are evolving. Commissioners noted a meeting will take place this April on the current and future county partnerships.

b. Proclamation of Support – Monarch Butterfly Habitat Restoration

Parks and Recreation Director Schultz provided an overview of the pledge for Mayors and other heads of local and tribal government that are taking action to help save the monarch butterfly, an iconic species whose eastern populations have declined by 90% and western populations by 99% in recent years.

City Councilmembers read the proclamation.

**Motion by** Theisen **Second by** Freske

**Motion** to adopt a proclamation supporting the restoration of monarch butterfly habitat and for Mayor Weisensel to submit the online Mayor's Monarch Pledge.

**Ayes: 4.**

**Nays: None. Motion Carried.**

**RESPONSE TO PUBLIC COMMENT**

None.

**PUBLIC COMMENT**

None.

**CONSENT AGENDA**

**Motion by** Weisensel **Second by** Klimpel

**Motion** to approve consent agenda with item 6. d., 6.f., 6.e. and 6.g. pulled for further recognition.

**Ayes: 4.**

**Nays: None. Motion Carried.**

- a. Bill Listings
- b. Minutes of the March 4, 2025 Regular Meeting Minutes
- c. Minutes of the March 4, 2025 Work Session Proceedings
- d. Donation Acceptance for Officer Wellness Programming

Chief of Police Dahlstrom provided an overview of the anonymous donor's background and noted the donor wants the donation to go towards officer wellness.

**Motion by** Theisen **Second by** Freske

**Motion** to approve the acceptance and expenditure of \$2000 from an anonymous resident to be used for officer wellness programs or equipment.

**Ayes: 4.**

**Nays: None. Motion Carried.**



e. Donation Acceptance from Minnesota Energy Resources

Parks and Recreation Director Schultz highlighted the donor Minnesota Energy Resources and what the Safety Camp program entails in thanks to these donations.

**Motion by Weisensel Second by Klimpel**

**Motion** to approve the acceptance and expenditure of \$500 from Minnesota Energy Resources to be used for Safety Camp.

**Ayes: 4.**

**Nays: None. Motion Carried.**

f. Donation Acceptance for K-9 program

Chief of Police Dahlstrom provided an overview of the anonymous donor's background and noted the donor wants the donation to go towards the K9 program.

Councilmember Theisen celebrated the donations and recognized the importance of how these donations impact the community.

**Motion by Theisen Second by Freske**

**Motion** to approve the acceptance and expenditure of \$10,000 from an anonymous Rosemount resident to be used for the K-9 program.

**Ayes: 4.**

**Nays: None. Motion Carried.**

g. Donation Acceptance from First State Bank of Rosemount

Parks and Recreation Director Schultz highlighted the donor First State Bank of Rosemount and what the Safety Camp program entails in thanks to these donations.

**Motion by Weisensel Second by Klimpel**

**Motion** to approve the acceptance and expenditure of \$1000 dollars from First State Bank to be used for Safety Camp.

**Ayes: 4.**

**Nays: None. Motion Carried.**

h. Declaration of Surplus Property - Fire Department

i. Liquor License Amendment - OMNI Orchard LLC

j. Temporary On-Sale Liquor License - VFW

k. Authorize Creation of Recreation Program Assistant

l. City of Rosemount and Dakota County CDA LAHA Agreement

m. Request by Danner, Inc. for renewal of its Small Scale Mineral Extraction Permit for 2025

n. Award Contract - Municipal Well No. 17 - Phase II

## **PUBLIC HEARINGS**

None.

## **UNFINISHED BUSINESS**

None.

## **NEW BUSINESS**

- a. Request by Riveter Real Estate LLC for a Major Amendment to the Omni Orchards Farm Winery PUD Agreement.

Senior Planner Nemcek presented the request by Riveter Real Estate, LLC to amend the Omni Orchards Farm Winery PUD. The PUD amendment request proposes expanding the Omni Orchards Farm Winery PUD area to include the property immediately north of the existing Omni Winery. Based on conversations with the City's attorney, the actual action by Council will be a repeal and replacement of the existing PUD Agreement with a new one that includes both parcels as the "subject property". The applicant is proposing a new building on that site containing wine production, a tasting room, and event space.

The Planning Commission reviewed and approved the site plan for the expansion. Because Site Plan reviews are solely the purview of the Planning Commission, the Council is only being asked to act on the PUD agreement.

The applicants, Zachary Ward and Justin Walsh further explained their plans for the expansion. The plan is to be complete by October of this year, however they will not take reservations for events until next year. Councilmembers thanked the applicants for further investing in Rosemount.

### **Motion by Freske Second by Theisen**

**Motion** to adopt a resolution repealing the existing Omni Farm Winery planned unit development agreement and replacing it with a similar agreement that encompasses both 15675 Biscayne Avenue and 15701 Biscayne Avenue.

**Ayes: 4.**

**Nays: None. Motion Carried.**

- b. Accept Bids, Award Contract, Declare Costs to be Assessed and Set the Assessment Hearing for the 2025 Street Improvement Project

City Engineer Erickson presented the 2025 Street Improvement Project (SIP) that was included as part of the 2023-2032 Capital Improvement Plan. As part of the bidding process, bidders were required to provide information regarding experience and ability to complete the project as well as references regarding past performance. Mr. Erickson noted the two low bids met the requirements. The project is proposed to consist of full depth reclamation; spot replacement of curb and gutter; minor utility work and lining of existing sanitary sewer mains; installing additional fire hydrants; and replacement of pedestrian ramps and bump outs to meet current ADA standards and improve maintenance operations.

Based on the total bid, the bid of Minnesota Paving & Materials is the lowest qualified and responsible bid.

The public hearing for the assessments will be held on April 15th.

**Motion by Klimpel Second by Freske**

**Motion** to Adopt Resolutions related to the 2025 Street Improvement Project, City Project 2025-02:

1. Accepting the Bids and Awarding a contract
2. Declaring the Costs to be Assessed and Calling the Assessment Hearing

**Ayes: 4.**

**Nays: None. Motion Carried.**

## **ANNOUNCEMENTS**

- a. City Staff Updates

None.

- b. Upcoming Community Calendar

Mayor Weisensel reviewed the calendar of events and upcoming meetings.

## **ADJOURNMENT**

There being no further business to come before the City Council at the regular council meeting and upon a motion by Weisensel and a second by Klimpel the meeting was adjourned at 8:02 p.m.

Respectfully submitted,

Erin Fasbender  
City Clerk

**ROSEMOUNT CITY COUNCIL  
WORK SESSION PROCEEDINGS  
MARCH 18, 2025**

**CALL TO ORDER**

Pursuant to due call and notice thereof, a special meeting of the Rosemount City Council was held on Tuesday, March 18, 2025, at 4:30 PM. in Rosemount Council Chambers, 2875 145th Street West.

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

a. FOLLOWING THE CITY COUNCIL REGULAR MEETING:

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

**DISCUSSION**

a. Commissioner Interviews

City Councilmembers conducted interviews for residents who are interested in serving on a City Commission.

b. Commissioner Interviews Recap

Councilmembers discussed all the candidates and finalized their decision for the open commissioner seats. Commissions will be appointed at the April 1, 2025 regular meeting.

**ADJOURNMENT**

There being no further business to come before the City Council at the regular council meeting and upon a motion by Weisensel the meeting was adjourned at 5:50 p.m.

Respectfully submitted,

Erin Fasbender  
City Clerk

City Council Regular Meeting: April 1, 2025

|                                                                                        |                                          |
|----------------------------------------------------------------------------------------|------------------------------------------|
| <b>AGENDA ITEM:</b> Approve Subdivision Agreement for SKB Expansion                    | <b>AGENDA SECTION:</b><br>CONSENT AGENDA |
| <b>PREPARED BY:</b> Brian Erickson, City Engineer                                      | <b>AGENDA NO.</b> 6.d.                   |
| <b>ATTACHMENTS:</b> Subdivision Agreement                                              | <b>APPROVED BY:</b> LJM                  |
| <b>RECOMMENDED ACTION:</b> Motion to approve a Subdivision Agreement for SKB Expansion |                                          |

**BACKGROUND**

On October 15, 2024, City Council approved the Final Plat for SKB Rosemount 2nd Addition. Normally, the Subdivision Agreement is included as part of the final plat approvals. In this case, staff has been working with the developer and their designer to advance plans for the construction of Emerald Hill Path which will provide a connection between Minnesota Highway 55 and Ehlers Path as well as relocating the truck entrance off Highway 55. Final approval of the connection with Highway 55 is pending review and coordination with MnDOT. Additional future development may require separate agreements.

The approval of this Subdivision Agreement will allow SKB to continue with additional development. This agreement follows the standard format and includes all the required conditions from the prior Council approval.

**RECOMMENDATION**

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

**SUBDIVISION AGREEMENT**  
**SKB Rosemount 2<sup>nd</sup> Addition**

**AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the CITY OF ROSEMOUNT, a Minnesota municipal corporation, (the "**City**"), and SKB ENVIRONMENTAL INC., a Minnesota corporation, (the "**Developer**").

1. **Request for Plat Approval.** The Developer has asked the City to approve the subdivision of land and a plat of land to be known as SKB ROSEMOUNT 2ND ADDITION, which land is legally described on ATTACHMENT ONE, attached hereto and hereby made a part hereof (the "**Subject Property**").
2. **Conditions of Plat Approval.** The City has approved the subdivision and the plat on the following conditions:
  - a. Execution of a Subdivision Agreement.
  - b. Compliance with the conditions and standards within the City Engineer's Memorandum dated November 20, 2023 and associated Stormwater Review Memorandum dated November 16, 2023 as revised.
  - c. Developer is responsible for compliance with Minnesota Department of Transportation requirements for improvements to Minnesota Trunk Highway 55 as well as any associated costs incurred by the City.
  - d. Future development to the east of Emerald Hill Path will require the construction of trunk water main along the Minnesota Trunk Highway 55.
  - e. Compliance with the conditions and standards of the Park and Recreation Director's Memorandum dated October 18, 2023.
  - 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, trails, underpasses, conservation areas, streets and utilities.
  - h. Incorporation of a thirty foot wide trail easement along the south boundary of the plat area.

- i. Provision of a landscaping surety in the amount of \$330/tree as a condition of any future site plan review. Additional phases may require additional landscape surety.
  - j. Provision of \$286,050 for Fee-In-Lieu of Park Dedication, which has been paid as of the date of this agreement.
  - k. Drainage and utility easement with storm sewer infrastructure, except ponding or infiltration areas, may contain fences, but shall be required to include gates to provide truck access; shall prohibit sheds or other accessory structures; and shall prohibit landscaping that would impede drainage.
3. **Phased Development.** The City may refuse to approve final plats of subsequent additions of the plat if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases may not proceed until Subdivision Agreements for such phases are approved by the City.
4. **Effect of Subdivision Approval.** For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan, except an amendment placing the plat in the current urban service area, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Guide Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.
5. **Development Plans.** The subject property shall be developed in accordance with the following plans, specifications and contract documents, original copies of which are on file with the City Engineer. The plans and contract documents may be prepared, subject to City approval, after entering this Agreement, but before commencement of any work on the Subject Property. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:

**Plan A** – Plat

**Plan B** – Soil Erosion Control Plan and Schedule

**Plan C** – Drainage and Storm Water Runoff Plan

**Plan D** – Plans and Specifications for Public Improvements

**Plan E** – Grading Plan

**Plan F** – Street Lights

**Plan G** – Landscape Improvements

All Improvements, including Developer Improvements and City-Installed Public Infrastructure Improvements (if any) that lie within the public right-of-way or easements and

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

6. **Installation by Developer.** The Developer shall install or cause to be installed and pay for the following (the “**Developer Improvements**”):
  - a. Surveying and staking
  - b. Surface improvements (paved streets, sidewalks, trails, etc.)
  - c. Water main improvements
  - d. Sanitary sewer improvements
  - e. Storm sewer improvements
  - f. Setting of lot and block monuments
  - g. Gas, electric, telephone, and cable lines
  - h. Site grading
  - i. Landscaping
  - j. Streetlights
  - k. Other items as necessary to complete the development as stipulated herein or in other agreements
7. **Time of Performance.** The Developer shall install all required improvements, excepting the wear course of pavement, enumerated in Paragraph 6 that will serve the Subject Property by December 31, 2025, subject to delays due to inclement weather, casualty, labor strikes, material shortages, or other force majeure events not within the Developer's reasonable control. The pavement wear course shall be completed by December 31, 2026. The Developer may, however, request an extension of time from the City to complete such work, which request shall not be unreasonably withheld. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.
8. **City-Installed Public Infrastructure.** The following improvements (the “**City-Installed Public Infrastructure Improvements**”) (also referred to as City Project 2022-25), shall be designed, inspected, surveyed and administered by the City, and installed in the Subject Property at Developer expense by a Contractor selected by the City through the public bidding process:
  - a. None
9. **[This Section Intentionally Left Blank]**
10. **Security for Developer Improvements.** To guarantee compliance with the terms of this Agreement, payment of the costs of all Developer Improvements, and construction of all



Developer Improvements (as noted in Paragraph 6), the Developer shall furnish the City with a cash deposit or irrevocable letter of credit from a local bank (“**Security**”) in the amount of Two Million Nine Hundred Thirty-One Thousand Nine Hundred Sixty-Nine Dollars (\$2,931,969.00). The amount of the security was calculated as follows:

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

| No.          | Item                                         | Cost                | 110%                | Calculation                                |
|--------------|----------------------------------------------|---------------------|---------------------|--------------------------------------------|
| 1            | Grading and Erosion Control                  | \$ 200,249          | \$ 220,274          | \$3500/ac x 57.214 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                                  | \$ 61,500           | \$ 67,650           | Per City Planner (205 trees x \$300)       |
| 5            | Street Lights                                | \$ 52,500           | \$ 57,750           | \$7500/light x 7 lights                    |
| 6            | Surface Improvements                         | \$ 866,707          | \$ 1,083,384        | 125%                                       |
| 7            | Water Main Improvements                      | \$ 919,385          | \$ 1,149,231        | 125%                                       |
| 8            | Sanitary Sewer Improvements                  | \$ -                | \$ -                | No sanitary improvements                   |
| 9            | Storm Sewer Improvements                     | \$ 260,504          | \$ 325,630          | 125%                                       |
| <b>Total</b> |                                              | <b>\$ 2,386,345</b> | <b>\$ 2,931,969</b> |                                            |

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

The issuing 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 cure said default(s) within two (2) weeks of receiving notice, the City may draw on the letter of credit and take such steps as it deems reasonably necessary to remedy the default. With City approval, the letter of credit may be reduced from time to time as financial obligations are paid and Developer Improvements and other Developer obligations are completed in accordance with the City’s requirements.

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

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.

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 development of the Subject Property. All silt fence and other erosion control should be removed following the establishment of turf. These items are to be secured through the letter of credit as is noted in Exhibit A.

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

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

Public Improvements.

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

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

For each pond/wetland in the development, the Developer shall provide to the City Engineer an inspection report by July 31<sup>st</sup> 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 Three Hundred Thirty-Four Thousand Ninety-Six Dollars (\$334,096.00) shall be deposited with the City at the time this Agreement is signed, and represent the following amounts:

| City Fees (due with signed agreement) |                             |                   |                                          |
|---------------------------------------|-----------------------------|-------------------|------------------------------------------|
| No.                                   | Item                        | Cost              | Calculation                              |
|                                       | Estimated Construction Cost | \$ 2,046,596      | Developer's Estimate (Lines 6 - 9 above) |
| 1                                     | Engineering Fees            | \$ 204,660        | 10% of Estimated Construction Cost       |
| 2                                     | Attorney Fees               | \$ 3,000          | Estimate                                 |
| 3                                     | 5% City Administrative Fees | \$ 102,330        | 5% of Estimated Construction Cost        |
| 4                                     | Street Light Energy Cost    | \$ 5,040          | 7 lights x 24 months x \$30/month        |
| 5                                     | GIS Fees                    | \$ 6,866          | \$120/acre x 57.214 acres                |
| 6                                     | Trail Fog Seal              | \$ -              | \$0.35/SF x 0 SF                         |
| 7                                     | Seal Coating                | \$ 12,201         | \$1.70/SY x 7,177 SY                     |
|                                       | <b>Total</b>                | <b>\$ 334,096</b> |                                          |

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) 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 will assume the energy costs.
- e. The Developer will pay the cost of sealcoating the public streets within the development at a cost of \$1.70/SY. The sealcoating will be completed within three (3) years following wear course placement.
- f. The Developer will pay the cost of fog sealing the public trails within the development at a cost of \$0.35/SF. The fog sealing will be completed within three (3) years following trail installation.

**19. 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 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 \$286,050 total, with a credit of \$280,000 paid in 2023, remainder was paid in 2024.

- b. Storm Sewer Trunk Area Charges in the amount of \$368,651, previously paid in 2024.
- c. Sanitary Sewer Trunk Area Charges in the amount of \$61,501, previously paid in 2024.
- d. Watermain Trunk Area Charges in the amount of \$371,865, previously paid in 2024.

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

**22. Service Charges.** The Developer understands that builders will be required to pay for the Subject Property fees, charges and assessments in effect at the time of issuance of building permits. 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 the 2024 rate is \$2,270/acre.
- c. Sanitary Sewer Availability Charges per SAC unit, the 2024s rates is \$1,200/SAC unit.
- d. Water Availability Charges based on water meter sizing. The 2024 rates are:
  - i. 1" meter - \$9,900
  - ii. 2" meter - \$19,600
  - iii. 3" meter - \$29,450
  - iv. 4" meter - \$34,350

**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 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 in accordance with the City's Engineering Guidelines. No securities will be fully released until all record drawings have been submitted and accepted by the City Engineer.

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

**26. Miscellaneous.**

- a. The Developer represents to the City that the development of the Subject Property, the subdivision and the plat comply with all city, county, metropolitan, state and federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the subdivision, or the plat, or the development of the Subject Property does not comply, the City may, at its option, refuse to allow construction or development work on the Subject Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- b. Third parties shall have no recourse against the City under this Agreement.
- c. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- d. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- e. If building permits are issued prior to the completion and acceptance of Public Improvements, the Developer assumes all liability and costs resulting in delays in completion of Public Improvements and damage to Public Improvements caused by the City, the Developer, its contractors, subcontractors, material men, employees, agents or third parties.
- f. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- g. This Agreement shall run with the land and may be recorded against the title to the Subject Property. The Developer shall take such steps, including execution of amendments to this Agreement, as are necessary to effect the recording hereof. After the Developer has completed the work required of it under this Agreement, at the Developer's request, the City will execute and deliver to the Developer a release.

- h. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- i. The Developer may not assign this Agreement without the written permission of the City Council.
- j. The Developer acknowledges that the City may issue additional requirements outside of the 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.

**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:

SKB Environmental, Inc.  
251 Starkey Street  
St. Paul, MN 55107

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 145<sup>th</sup> 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

**SKB Environmental, Inc.**

By: \_\_\_\_\_  
Matt O'Connell, its Division Vice President

STATE OF MINNESOTA    )  
                                          ) ss  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2025, by Matt O'Connell, Division Vice President, of SKB Environmental, Inc. a Minnesota corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

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



## EXHIBIT A

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

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

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

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

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

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

## **EXHIBIT B**

(SUMMARY OF DEVELOPMENT FEES AND LOT AREAS)

**EXHIBIT B**  
**SKB Environmental 2nd Addition**  
(Page 1 of 2)

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

| No. | Item                                         | Cost                | 110%                | Calculation                                |
|-----|----------------------------------------------|---------------------|---------------------|--------------------------------------------|
| 1   | Grading and Erosion Control                  | \$ 200,249          | \$ 220,274          | \$3500/ac x 57.214 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                                  | \$ 61,500           | \$ 67,650           | Per City Planner (205 trees x \$300)       |
| 5   | Street Lights                                | \$ 52,500           | \$ 57,750           | \$7500/light x 7 lights                    |
| 6   | Surface Improvements                         | \$ 866,707          | \$ 1,083,384        | 125%                                       |
| 7   | Water Main Improvements                      | \$ 919,385          | \$ 1,149,231        | 125%                                       |
| 8   | Sanitary Sewer Improvements                  | \$ -                | \$ -                | No sanitary improvements                   |
| 9   | Storm Sewer Improvements                     | \$ 260,504          | \$ 325,630          | 125%                                       |
|     | <b>Total</b>                                 | <b>\$ 2,386,345</b> | <b>\$ 2,931,969</b> |                                            |

**City Fees (due with signed agreement)**

| No. | Item                        | Cost              | Calculation                              |
|-----|-----------------------------|-------------------|------------------------------------------|
|     | Estimated Construction Cost | \$ 2,046,596      | Developer's Estimate (Lines 6 - 9 above) |
| 1   | Engineering Fees            | \$ 204,660        | 10% of Estimated Construction Cost       |
| 2   | Attorney Fees               | \$ 3,000          | Estimate                                 |
| 3   | 5% City Administrative Fees | \$ 102,330        | 5% of Estimated Construction Cost        |
| 4   | Street Light Energy Cost    | \$ 5,040          | 7 lights x 24 months x \$30/month        |
| 5   | GIS Fees                    | \$ 6,866          | \$120/acre x 57.214 acres                |
| 6   | Trail Fog Seal              | \$ -              | \$0.35/SF x 0 SF                         |
| 7   | Seal Coating                | \$ 12,201         | \$1.70/SY x 7,177 SY                     |
|     | <b>Total</b>                | <b>\$ 334,096</b> |                                          |

**Development Fees (due before signed plat is released)**

| No. | Item                        | Cost              | Calculation                               |
|-----|-----------------------------|-------------------|-------------------------------------------|
| 1   | Storm Sewer Trunk Charge    | \$ 368,651        | \$6865/net developable acre x 53.70 acres |
| 2   | Sanitary Sewer Trunk Charge | \$ 61,501         | \$1075/acre x 57.21 acres                 |
| 3   | Water Trunk Charge          | \$ 371,865        | \$6500/acre x 57.21 acres                 |
| 4   | Park Dedication             | \$ 286,050        | 10% of \$50,000/acre *57.21 acres         |
| 5   | Park Dedication Credit      | \$ (280,000)      | Park dedication paid in 2023              |
|     | <b>Total</b>                | <b>\$ 808,066</b> |                                           |

(Page 2 of 2)

|                        |        |       |
|------------------------|--------|-------|
| Total Plat Area =      | 57.214 | acres |
| Total Park Area =      | 0.000  | acres |
| Future Plat Area =     | 0.000  | acres |
| Developable Area * =   | 57.214 | acres |
| Ponding to HWL =       | 0.000  | acres |
| Net Developable Area = | 57.214 | acres |

|                |  |  |               |        |
|----------------|--|--|---------------|--------|
| ROW            |  |  |               | 0.000  |
| Total Boundary |  |  | 2,492,251.700 | 57.214 |

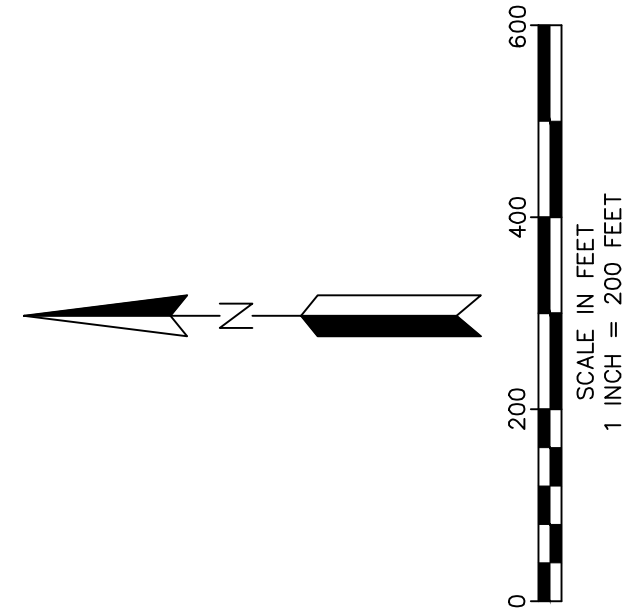
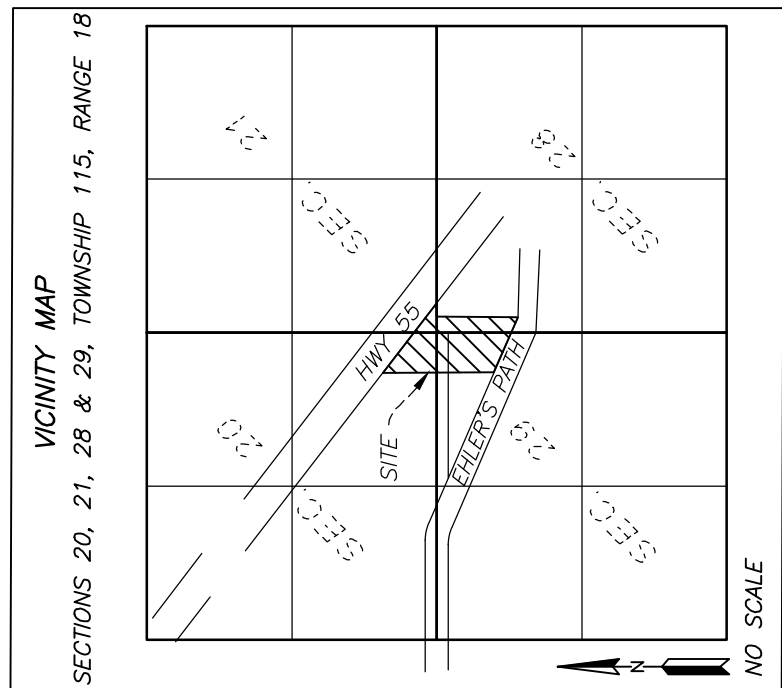
\* Excludes future plat and park areas (all outlots)

# ATTACHMENT ONE

SKB Rosemount 2<sup>nd</sup> Addition  
Final Plat



# SKB ROSEMOUNT 2ND ADDITION



- LEGEND**
- DENOTES IRON MONUMENT FOUND AS SHOWN
  - DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET WITH PLASTIC CAP, MARKED PLAIN NO. 62734 UNLESS OTHERWISE INDICATED
  - DENOTES "PK" NAIL FOUND AS SHOWN (PLAT)
- BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF OUTLOT A, SKB ROSEMOUNT 1ST ADDITION WHICH BEARS S00°12'12"W
- BEARING ORIENTATION NOTE:

KNOW ALL PERSONS BY THESE PRESENTS: That SKB Environmental, Inc., a Minnesota corporation, owner of the following described property:

Outlot A, SKB ROSEMOUNT 1ST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

And

Lot 1, Block 1, PINE BEND DEVELOPMENT CO. 1ST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

And

That part of the Northeast Quarter of the Northeast Quarter of Section 29, Township 115, Range 18, lying northerly of Dakota County Road No. 38,

And

The West 116.00 feet of the Northwest Quarter of the Northwest Quarter of Section 28, Township 115, Range 18, lying northerly of County Road No. 38 (142nd Street E.).

Has caused the same to be surveyed and platted as SKB ROSEMOUNT 2ND ADDITION and does hereby dedicate to the public for public use the public ways, trail and drainage and utility easements as created by this plat.

In witness whereof said SKB Environmental, Inc., a Minnesota corporation, has caused these presents to signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed: SKB Environmental, Inc.

\_\_\_\_\_, its \_\_\_\_\_

(Name Printed)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

(Signature) \_\_\_\_\_ (Name Printed)

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**SURVEORS CERTIFICATE**

I, Kyle A. Domek, 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\_\_\_\_.

Kyle A. Domek, Land Surveyor  
Minnesota License No. 62734

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Kyle A. Domek.

\_\_\_\_\_, \_\_\_\_\_ County, Florida  
(Signature) \_\_\_\_\_ (Name Printed)

Notary Public, \_\_\_\_\_ County, Florida

My Commission Expires \_\_\_\_\_

CITY COUNCIL, CITY OF ROSEMOUNT, STATE OF MINNESOTA

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

Mayer \_\_\_\_\_ 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. Tolleson  
Dakota County Surveyor

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

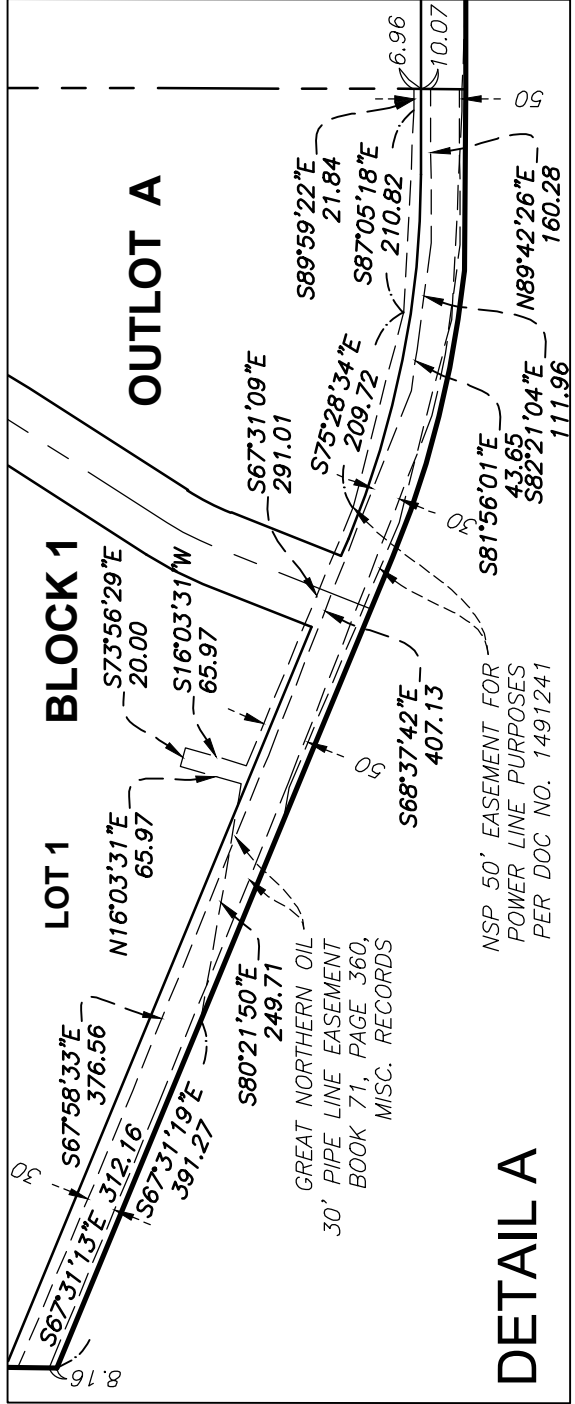
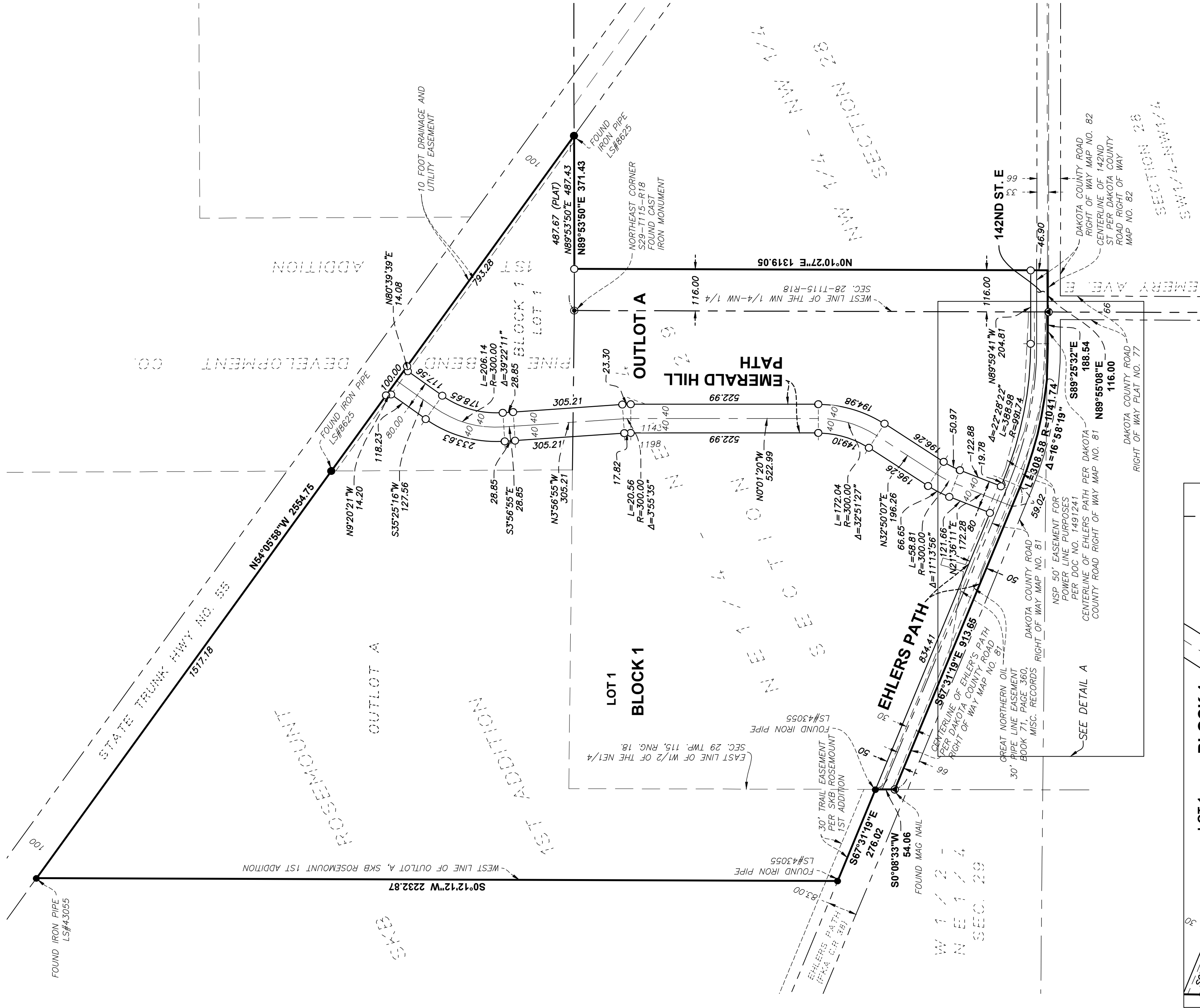
Pursuant to Minnesota Statutes, Section 505.021, Sub. 9, taxes payable in the year 20\_\_\_\_ on the land hereinbefore described have been paid. Also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of SKB ROSEMOUNT 2ND 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 \_\_\_\_\_.

By: \_\_\_\_\_  
Amy A. Koethe, County Recorder



City Council Regular Meeting: April 1, 2025

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| <b>AGENDA ITEM:</b> Commissioner Appointments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>AGENDA SECTION:</b><br>CONSENT AGENDA |
| <b>PREPARED BY:</b> Erin Fasbender, City Clerk                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>AGENDA NO.</b> 6.e.                   |
| <b>ATTACHMENTS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>APPROVED BY:</b> LJM                  |
| <p><b>RECOMMENDED ACTION:</b> Motion to fill the Commission vacancies with the following appointments:</p> <ul style="list-style-type: none"> <li>• <u>Laura Miller</u> reappoint for a 3-year term on the Utility Commission</li> <li>• <u>Jeff Ellis</u> reappoint for a 3-year term on the Planning Commission</li> <li>• <u>Furhath Arnob</u> for a 3-year term on the Planning Commission</li> <li>• <u>Brenda Rivera</u> reappoint for a 3-year term on the Planning Commission</li> <li>• <u>Michael Eliason</u> reappoint for a 3-year term on the Parks &amp; Natural Resources Commission</li> <li>• <u>Scott McDonald</u> reappoint for a 3-year term on the Parks &amp; Natural Resources Commission</li> <li>• <u>Renee Burman</u> for a 2-year term on the Parks &amp; Natural Resources Commission**</li> <li>• <u>Kristen Andrews</u> for a 1-year term on the Parks &amp; Natural Resources Commission**</li> <li>• <u>Jason Bass</u> for a 3-year term on the Parks &amp; Natural Resources Commission</li> </ul> <p>**Short term due to term expiration cycles via vacancies. Commissioner re-appointed next term**</p> |                                          |

### BACKGROUND

Each year, the City Council appoints commissioners to various city boards. A number of skilled residents applied for the opportunity for a seat, and we greatly appreciate the interest shown by residents in serving the community. The above list reflects the Council's selection for the various Commission vacancies at this time.

Of note is the re-branding of the Parks and Natural Resources Commission. This action supports the Council's desire to join the Environment & Sustainability Commission with the Parks Commission, combining their efforts to increase their reach and impact in the community. There are a significant number of crossover focus areas among these two Commissions, so this transition will be valuable. The ESC will remain established in City Ordinances and could be reactivated in the future as needed.

### RECOMMENDATION

Staff recommends the City Council approve the motion appointing commissioners to various City commissions.

City Council Regular Meeting: April 1, 2025

|                                                                                                                                               |                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>AGENDA ITEM:</b> Authorize Creation of the Senior Accountant Position                                                                      | <b>AGENDA SECTION:</b> CONSENT AGENDA |
| <b>PREPARED BY:</b> Teah Malecha, Administrative Services Director                                                                            | <b>AGENDA NO.</b> 6.f.                |
| <b>ATTACHMENTS:</b> Senior Accountant                                                                                                         | <b>APPROVED BY:</b> LJM               |
| <b>RECOMMENDED ACTION:</b> Staff recommends the City Council approve the job description and salary range for the Senior Accountant position. |                                       |

### **BACKGROUND**

As the City has continued to grow and evolve, some of the financial tasks have become more complex. A recent resignation in the Finance division has allowed the opportunity for restructuring roles to better align with the current job duties performed and to provide growth opportunities for staff.

A position analysis of the Senior Accountant 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 16 (\$93,171 – \$116,580) and assigned 345 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.

Once approved, staff recommends promoting the City's current Accountant Jennifer Waltman to the Senior Accountant position. Jen has been with the City for nearly four years and possesses strong technical skills. She brings innovative ideas for process improvement and has been pivotal in the financial software implementation the City is undergoing.

### **RECOMMENDATION**

Staff recommends the City Council approve the job description and salary range for the Senior Accountant position.



# City of Rosemount, Minnesota

## Job Description

**Title:** Senior Accountant  
**Department** Administrative Services  
**Division:** Finance

**FLSA Status:** Exempt

**Updated:** 3/15/2025

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### General Summary

This position assists the Finance Division in the overall financial goals and responsibilities for the City. The Senior Accountant performs complex tasks, preparing accurate and timely financial statements in support of the Finance Division's fiscal activities, including maintaining the City's fixed asset accounting records, preparing daily and monthly reconciliations and overseeing payroll functions. Work is performed under the direction of the Accounting Supervisor.

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### Essential Functions

- Provides expert advice in the functional areas of general accounting, payroll, financial management, and purchasing services.
- Oversees the payroll operation and offers training and guidance as needed.
- Maintains the City's fixed asset accounting records; uses the fixed asset records to prepare audit and insurance and state building reports and schedules; calculates the valuation of capital project additions and reconciliations for audit.
- Prepares daily and monthly reconciliations, including cash, investments, credit card activity, bank statements, various building department and escrow accounts, lease activity, and general ledger accounts.
- Reviews and posts cash receipts to the general ledger.
- Prepares monthly and annual journal entries, uploads entries to the general ledger.
- Assists with administration of the city's credit card program.
- Works with the City's auditor throughout the year to assist with the annual audit process preparing reports, schedules, and spreadsheets.
- Works with various departments on data compilation and calculations to assist with setting annual public utility rates.
- Assists with financial activities of the Building Department and Parks & Recreation Department and posts to the general ledger.
- Performs lease and subscription software administration, including tracking, reconciliation, and creation of journal entries.
- Performs accounts receivable (AR) functions, including preparing invoices, receipting payments, tracking payments received, and collecting outstanding invoices.
- Performs records management functions for assigned job tasks and other department projects as assigned, including forms creation, document scanning, stored data organization and records retention management.
- Serves as back-up for all Accountant functions as needed.
- Performs other duties as needed or assigned.

# City of Rosemount, Minnesota

## Job Description

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### Knowledge, Skills and Abilities

- Proficiency in Microsoft Word, Excel, Outlook and various database programs.
- Must establish and maintain working relationships with supervisors, co-workers, and other City personnel.
- Excellent written and oral communication skills.
- Uses sound professional judgement in decision making to attain accurate financials and stated objectives.
- Demonstrates strong analytical, accounting, and problem-solving skills.

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### Minimum Qualifications

- Bachelor's degree in accounting or a related field.
- Three to five years of experience in accounting or finance.
- One year of local government accounting experience.
- Valid driver's license

### Desirable Qualifications

- Three years governmental accounting, or auditing experience
- Advanced knowledge of spreadsheet applications.
- Experience with a financial accounting software application.
- Experience in payroll, accounts payable, accounts receivable, or billing of public utilities.

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### Working Conditions

#### ***Physical Requirements and Activity***

This work requires the frequent exertion of up to 10 pounds of force and occasional exertion of up to 25 pounds of force; work regularly requires sitting and using hands to finger, handle or feel, frequently requires reaching with hands and arms and repetitive motions and occasionally requires standing, walking, speaking or hearing and climbing or balancing.

#### ***Sensory Requirements***

Work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels.

#### ***Sensory Utilization***

Work requires preparing and analyzing written or computer data, operating motor vehicles or equipment and observing general surroundings and activities.

#### ***Environmental Conditions***

Work has no exposure to environmental conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

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***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.***

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City Council Regular Meeting: April 1, 2025

|                                                                                                                                             |                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| <b>AGENDA ITEM:</b> Donation Acceptance from Dakota Electric                                                                                | <b>AGENDA SECTION:</b><br>CONSENT AGENDA |
| <b>PREPARED BY:</b> Michelle Rambo, Office Specialist                                                                                       | <b>AGENDA NO.</b> 6.g.                   |
| <b>ATTACHMENTS:</b> Resolution                                                                                                              | <b>APPROVED BY:</b> LJM                  |
| <b>RECOMMENDED ACTION:</b> Motion to approve the acceptance and expenditure of \$500 dollars from Dakota Electric to be used for Arbor Day. |                                          |

**BACKGROUND**

The Parks and Recreation department received a donation from Dakota Electric of \$500. The donation will be used for Arbor Day tree purchases.

**RECOMMENDATION**

Motion to approve the acceptance and expenditure of \$500 from Dakota Electric for Arbor Day.

**CITY OF ROSEMOUNT  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 2025 - XX**

**A RESOLUTION ACCEPTING A DONATION TO THE CITY**

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

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

Dakota Electric

\$500.00

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

Parks & Recreation: Annual Arbor Day Celebration – donation to go towards the purchase of trees to giveaway to the first 150 Rosemount residents.

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

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

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

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

**ADOPTED** this \_\_\_\_ day of \_\_\_\_, \_\_\_\_, by the City Council of the City of Rosemount.

\_\_\_\_\_  
Jeffery D. Weisensel, Mayor

**ATTEST:**

\_\_\_\_\_  
Erin Fasbender, City Clerk

City Council Regular Meeting: April 1, 2025

|                                                                                                                                                                                               |                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>AGENDA ITEM:</b> Authorize Request for Qualifications for Fire Services Study                                                                                                              | <b>AGENDA SECTION:</b> CONSENT AGENDA |
| <b>PREPARED BY:</b> Kip Springer, Fire Chief                                                                                                                                                  | <b>AGENDA NO.</b> 6.h.                |
| <b>ATTACHMENTS:</b> Request for qualifications - Fire Service study                                                                                                                           | <b>APPROVED BY:</b> LJM               |
| <b>RECOMMENDED ACTION:</b> Staff recommends the City Council authorize the distribution of the Request for Qualifications to perform a Fire Services Study for the Rosemount Fire Department. |                                       |

### BACKGROUND

The Rosemount Fire Department has proudly served our community since 1910 through a volunteer-based model. Over the past decade, the demands on the department have significantly increased. Call volume has risen by over 50%, and as the population continues to grow the scope of services required—ranging from emergency response to public education and community engagement—has expanded. With increasing call volumes, more complex training requirements, and the need for broader outreach, our current response model can no longer effectively meet the evolving needs of the community.

As a result, it is essential to develop a comprehensive growth plan that ensures our department can continue to provide reliable and timely service while being fiscally responsible. The Rosemount Fire Department seeks to engage a consultant to conduct a thorough study of our current operations and growth projections, review community demographics, and make tailored recommendations for expansion. These recommendations will focus on creating a sustainable, scalable model that balances community needs with financial considerations, ensuring that our department remains equipped to serve our residents effectively in the future.

The attached Request for Qualifications will be distributed to consultants working in this industry, and it will lead to a formal proposal from a firm qualified to do this research that will be brought to Council for final approval.

### RECOMMENDATION

Staff recommends the City Council authorize the distribution of the Request for Qualifications to perform a Fire Services Study for the Rosemount Fire Department.

**REQUEST FOR QUALIFICATIONS (RFQ)  
FIRE DEPARTMENT SERVICE EVALUATION**



**FOR THE CITY OF ROSEMOUNT, MN  
DUE: 08:00 A.M., Monday May 5<sup>th</sup> 2025  
2875 145<sup>TH</sup> STREET WEST  
ROSEMOUNT, MN 55068**

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## I. INTRODUCTION

The City of Rosemount issues this Request for Qualifications to solicit responses from qualified consultants or consultant teams for services related to the development of a Fire Services Standards of Cover Analysis and a Capacity Constraint Analysis for the City of Rosemount Fire Department.

## II. OBJECTIVE

Following the review and evaluation of all Statements of Qualification, a short list of **Consultants** will be determined by the City based on those with the highest qualifications. These **Consultants** may be invited to submit responses to a subsequent Request for Proposals.

## III. DEFINITIONS

**ADDENDA** – Written instruments issued by the City prior to the date for receipt of Statement of Qualifications which modify or interpret the Request for Qualifications (**RFQ**) by addition, deletions, clarification or corrections.

**CITY** - The City of Rosemount, a political subdivision of the State of Minnesota.

**CONTRACT** - The written agreement between the City and the Contractor covering the performance of the Project or Service. The contract documents consist of the **RFQ** and RFP, submitted Proposal, including any diagrams, blueprints, addenda, and a form of agreement between the City and the Contractor.

**CONTRACTOR/ CONSULTANT** - The qualified **Consultant** that is awarded the Contract to provide a Fire Department Service Evaluation for the City of.

**PROPOSAL** – A complete and properly signed Proposal to provide goods, commodities, labor or services for the sum stated and submitted in accordance with the RFP.

**PROPOSER / CONSULTANT** - The person, Consultant, Contractor, corporation or other entity submitting a Statement of Qualification/Proposal on items listed in the **RFQ**/RFP and thereby agreeing to meet the terms and conditions of the **RFQ**/RFP if awarded the contract.

**RFP** – A subsequent document that will be offered to the shortlist as a result of this **RFQ**, entitled “Request for Proposals, Fire Department Service Evaluation, For The City of

Rosemount, MN.” **RFQ** – This document, entitled “Request for Qualifications, Fire Department Service Evaluation, for the City of Rosemount, MN,” which included all items listed in the Table of Contents on page 2 and any Addenda.



STATEMENT OF QUALIFICATIONS – A complete and properly signed Statement of Qualifications demonstrating the **Consultant’s** ability to provide goods, labor, or services in accordance with this **RFQ**.

## IV. GENERAL INFORMATION

### A. Background

The City of Rosemount Fire Department is an all-risk fire protection public agency that provides fire, emergency medical, and hazardous materials response with a response area of 35 square miles as well as 1.5 square miles in the township of Coates, operating out of two fire stations with 16 pieces of fire apparatus. In 2024 the Department responded to 1088 calls for service. First responder EMS services are provided jointly with Rosemount Police. Advanced Life Support EMS service is provided by a private hospital-based ambulance service, M-Health Fairview EMS.

### B. Goal of Evaluation

The provision of timely firefighting, emergency medical services, and hazardous materials response within the City of Rosemount results from a shared effort between public safety and public service agencies. The desired study will include review of services with an analysis of the organization hierarchy, distribution of workload and management practices weighed against contemporary organization principles and business processes. This study will help create a template for future analysis.

The Department is requesting a professional consultant to provide a Fire Services Standards of Response Coverage and deployment analysis that is fully compliant with the industry best practices in the field of deployment analysis. This includes automatic-aid services established by agreement. The analysis should also consider and identify benefits of our partner responses. The evaluation and analysis of data is based on the Department's adopted metrics and nationally recognized guidelines and criteria, including recognized National Fire Protection Association (NFPA) standards, Insurance Services Office (ISO) schedules, federal and state mandates relative to emergency services, and generally accepted practices within emergency services. The Department is requesting a professional consultant to review the Departments' annual budgets and projected capital outlays compared with expected service demands to assist Fire Department managers in long term financial forecasting.

Lastly, the Department anticipates a phased approach. Phase one is captured below in "Section VIII - Scope of Consultants Services, Scope of Work - Standards of Cover & Deployment Analysis." The second phase would require the professional consultant to provide a comprehensive performance analysis with the identification of capacity levels and constraints of Department staffing services based on the data analysis resulting from this first phase. The timing for the second phase will be at the discretion of the Department.

## V. STATEMENTS OF QUALIFICATION: REQUIREMENTS

Include the following in the Statement of Qualifications:

### A. Table of Contents

A table of contents that identifies the responsive documents by section and number.

### B. Letter of Transmittal

A letter of transmittal indicating the firm's interest in providing the service and any other information that would assist the Department in making a selection. The letter must be signed by a person legally authorized to bind the firm to a contract. Include Name, address, telephone number, and email address of person(s) to be contacted for further information or clarification.

### C. Background and Experience

- **Company Background Information:** Include a description of the firm/individual submitting the Statement of Qualification.
- **Recent Project References:** Provide a list of three (3) similar projects completed over the past five (5) years with the contact name, address and telephone number of the Fire Services' representative in each project.
- **Demonstrated Span of Project Experience:** Provide a minimum of five (5) examples of similar projects completed by your company in the past 10 years that demonstrates consultant's experience and expertise in the development of a deployment and services analysis, Standards of Cover and other requirements identified in the Scope of Consultants Services in Section II, above.

### D. Skills and Knowledge

Consultant shall demonstrate sufficient staff resources and skills that include knowledge and experience with:

- Fire department deployment principles and practices.

- Fire department staffing practices.
- Fire department firefighter and civilian labor relations.
- Fire department performance measurement.
- Fire prevention, urban-wildland interface, and community risk reduction.
- Fire department dispatch and communications.
- Field operations for fire and emergency medical services.
- Fire services management practices.
- Department business practices and governance.
- Fire department fleet management.
- Fire services technology
- Use of live traffic analysis
- Safety and training.
- Land use planning.
- Strategic, master and business planning.

#### E. Concluding Statement

Provide a concluding statement as to why the respondent is best qualified to meet the needs of the Department.

CONSULTANT FEES WILL NOT BE SUBMITTED WITH THE STATEMENT OF QUALIFICATION

## VI. INQUIRIES

It shall be the responsibility of the **Consultant** to inquire about any portion of the **RFQ** that is not fully understood or susceptible to more than one (1) interpretation. Written inquiries are required. Oral communications will not be accepted, except to confirm delivery of Statement of Qualification or written correspondence. All questions concerning the **RFQ** must reference the page number, section heading, and paragraph. Questions may be submitted via email. Please place “Fire Department Service Evaluation Question” in the subject line.

**Consultants** needing additional submittal, general requirement, or technical information should contact Kip Springer, Fire Chief via email : [kip.springer@rosemountmn.gov](mailto:kip.springer@rosemountmn.gov)

All inquiries, questions, or clarifications must be submitted not later than seven (7) calendar days prior to the due date of this **RFQ**. Those inquiries, questions, or clarifications submitted after this date will not be answered. All inquiries will be responded to within three (3) business

days. Inquiries and the City’s response will be provided to all **Consultants** who acquired an **RFQ**.

Do not ask other City personnel questions, as information gathered from other sources may not reflect the City’s position or interest and could result in disqualification.

The City reserves the right to contact Contractors individually for the purpose of clarifying Statement of Qualifications.

Any Addenda to this **RFQ** will be issued in writing. No oral statements, explanations, or commitments shall be provided. Contractors must return Confirmation of Receipt of Addenda with their Statement of Qualifications noting receipt of any addendums that may be issued.

## VII. PROJECTED TIMETABLE

Issue Request for Qualifications: April 2, 2025

Questions in Writing Cutoff: April 28, 2025

Addendum to **RFQ**: TBD

Statement of Qualifications Due: May 5, 2025

Evaluation of Qualifications: May 7-9, 2025

Notice to Shortlist with RFP Invite: May 21, 2025

## VIII. SCOPE OF SERVICES

### A. SCOPE OF WORK -STANDARDS OF COVER & DEPLOYMENT ANALYSIS

The intent of this scope of work will be to produce a Standards of Cover document that is fully compliant with industry best practices in the field of deployment analysis. This evaluation and analysis of data will be based on nationally recognized guidelines and criteria, including recognized National Fire Protection Association (NFPA) standards, Insurance Services Office (ISO) schedules, any federal and state mandates relative to emergency services, and generally accepted practices within emergency services. All methodology used in this Standard of Cover

analysis of the Department will follow the methodology described in the "Standards of Response Coverage, published by the Commission on Fire Accreditation International (CFAI).

The scope of work will include but not be limited to:

Component A -General summary of the community and constituents served by the Department.

- Service area general population and demographics.
- History, formation, and general description of the fire agency.
- Governance and lines of authority.
- Organizational design.
- Operating budget, funding, fees, taxation, and financial resources.
- Description of the current service delivery infrastructure.

Component B - Analysis and summary of the services provided by the Department.

- Review and evaluation of calls for service demographics from an historical and drive time prediction.
- Review and evaluate operational staffing levels and distribution of resources.
- Review and evaluate number and location of fire stations for current and future operations.
- Review and evaluate administration and support staffing levels.
- Review Department performance goals, objectives, and measures.

Component C - Examine the effectiveness of inter-jurisdictional response.

The area served by the Department is adjacent to partner agency providers. Today, those partnerships are established through mutual benefit agreements. The study shall evaluate the effectiveness and benefits of emergency services including services provided by the Department and by its partners.

Component D - Analysis and summary of the Community Risk.

Conduct an analysis of community fire protection risks, growth projections, and land uses and interpret their impact on emergency service planning and delivery. Land use, zoning classifications, parcel data, ISO fire flow data, economy value, building footprint densities, occupancy data, and demographic information should be used, along with specific target

hazard information, to analyze and classify community fire protection risk by geography and type.

Use local planning/zoning data combined with available Geographic Information System (GIS) data to evaluate the physical risks of the community to include:

- Overall geospatial characteristics including political and growth boundaries, construction, and infrastructure limitations.
- Topography including response barriers, elevation extremes, and open space/interface.
- Transportation network including roads, rail lines, airports, and waterways.
- Evaluation of physical assets protected.
- An interpretation of available census and community development data must be provided indicating:
  - Population history.
  - Census-based population and demographic information.
  - Community planning-based population information.
  - Transient population and demographic information.
  - Population density.
  - Community land use regulations.
  - Occupancy types by land use designation.
  - Hazardous substances and processes.
  - Non-structural risk categorization.

Evaluate the current workload of the Department and relate that analysis to the previously described community risk:

- Prepare a demand study that analyzes and geographically displays current service demands by incident type and temporal variation.
- Prepare an analysis that will include a matrix showing the community's common and predictable risk types identifying staffing and resource needs. The matrix shall be developed with attention to:
  - Risk-specific staffing levels to meet the critical tasking analysis for the identified risks.
  - Apparatus assignments to accommodate the anticipated fire flows and other critical functions of the identified risks.

- Time standards that will provide for effective initiation of critical tasks and functions.
- Summary of current available resources in matrix format.

### Component E - Review of Historical Fire Service System Performance.

Review and make observations regarding all areas involved in, or affecting, service levels and performance. Areas to be reviewed shall include, but not necessarily be limited to:

- Distribution Study
- Overview of the current facility and apparatus deployment strategy, analyzed through Geographical Information Systems (GIS) software, with identification of service gaps and, redundancies in initial unit arrival.
- Concentration Study of Analysis of response time capability to achieve full effective response force.
- Analysis of company and staff distribution as related to effective response force assembly.
- Reliability Study of Analysis of current workload, including unit hour utilization of individual companies.
- Review of actual or estimated failure rates of individual companies.
- Analysis of call concurrency and impact on effective response force assembly (resource drawdown).
- Capacity Study of the maximum emergency service capability of the Department resources inclusive of auto aid and mutual aid resources.
- Historical turnout and/or travel time of fire service delivery.

### Component F - Performance Objectives and Measures.

An appropriate set of goals and objectives must be developed for the Department specific to the nature and type of risks identified as common and predictable to the community. The goals and objectives shall be developed with respect to the following:

- Distribution - First due resources for risk-specific intervention.
- Concentration - Effective response force assembly, or the initial resources necessary to stop the escalation of the emergency for each risk type.

- Expectations and measures should include involvement of policy makers and community.

#### Component G - Overview of Compliance Methodology.

Work with the Department's management team to develop a methodology that will allow the Department to continually measure future performance. This methodology shall include, but not necessarily be limited to:

- Records Management Systems (RMS) usage policies.
- Assignment of oversight responsibilities.
- Schedule of assessments.
- Review requirements.
- Department adopted metrics

#### Component H - Evaluation, Conclusions, and Recommendations to Policy Makers:

Develop and analyze various operational models for providing emergency services with the specific intent of identifying those options that can deliver the optimum levels of service identified in the previous components at the most efficient cost. Recommendations shall be provided identifying the best long-range strategy for service delivery and the impact of initiating such a strategy.

Develop one or more long range options for resource deployment that will improve the Department's level of service for the identified performance objectives and targets. This should include, but is not necessarily limited to, specific recommendations regarding:

- Service delivery recommendations, including; deployment of operational staffing.
- Selection and deployment of apparatus by type.
- Facilities recommendations for current and future operations.

Evaluate and present in graphical and descriptive format for the deployment option(s):

- Degree of benefit to be gained through its implementation:
- Extent to which it achieves established performance targets.
- Potential negative consequences.



#### B. DEVELOPMENT AND REVIEW OF DRAFT PROJECT REPORT.

Develop and produce a draft version of the written report for review by the Department representatives. Feedback is a critical part of this project and adequate opportunity will be provided for review and discussion of the draft report prior to finalization. Review of the draft may be performed through web-based video conferencing. The draft report shall include:

- An executive summary describing the nature of the report, the methods of analysis, the primary findings, and critical recommendations.
- Detailed narrative analysis of each report component structured in easy to read sections, accompanied by explanatory support to encourage understanding by both staff and civilian readers.
- Clearly designated recommendations highlighted for easy reference and catalogued as necessary in a report appendix.
- Supportive charts, graphs, and diagrams, where appropriate.
- Supportive maps, utilizing GIS analysis, as necessary.
- Appendices, exhibits, and attachments, as necessary.

#### C. DELIVERY OF FINAL STANDARDS OF COVER DOCUMENT

Complete any necessary revisions of the draft and produce ten publication-quality bound, final versions of the written report.

If the Department identifies the need, a formal presentation of the project report shall be made by Department and consultant team member's to City and/or, elected officials, and/or the general public, and shall include the following:

- A summary of the nature of the report, the methods of analysis, the primary findings, and critical recommendations.
- Supportive audio-visual presentation.
- Review and explanation of primary supportive charts, graphs, diagrams, and maps, where appropriate.
- Opportunity for questions and answers, as needed.

All presentation materials, files, graphics, and written material will be provided to the Department at the conclusion of the presentation(s).

### IX. SUBMISSION OF STATEMENT OF QUALIFICATION

By submitting a Statement of Qualification, you represent that you have thoroughly examined and become familiar with the Scope of Services outlined in this **RFQ** and you are capable of performing the work to achieve the City’s objectives. Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein.

Each Consultant shall submit four (4) printed copies and one (1) electronic copy (Microsoft Word or Adobe Acrobat format preferred) of the Statement of Qualification not later than 08:00 A.M., Monday May 5<sup>th</sup>, 2025. Electronic copy of the Statement of Qualification shall be put together into one (1) complete document in its entirety. Statement of Qualifications shall be delivered in a sealed envelope to:

Kip Springer, Fire Chief  
Rosemount Fire Department  
City of Rosemount  
2875 145<sup>th</sup> Street West  
Rosemount, MN 55068

The outside of the Statement of Qualification package should be clearly marked “City of Rosemount, MN, Statement of Qualification for Fire Service Evaluation”.

A person who is authorized to legally bind the responding Consultant must sign the Statement of Qualification. The Consultant shall acknowledge that the Statement of Qualification complies with any amendments, alterations or deletions to the **RFQ**.

It will be the sole responsibility of the Consultant to have its Statement of Qualification delivered to the City before the closing deadline. Late Statement of Qualifications will not be considered and will be returned unopened to the **Consultant**.

Statement of Qualifications must be sealed. No responses will be accepted via facsimile or email.

The City reserves the right to reject any or all Statement of Qualifications.

The City reserves the right to waive irregularities in the Statement of Qualification content or to request supplemental information from **Consultants**.

The City is not responsible for any costs incurred by the responding **Consultant** in the preparation of the Statement of Qualification or for any other cost to the **Consultant** associated with responding to the **RFQ**. No reimbursement will be made by the City for any costs incurred

prior to a formal notice to proceed should an award of contract result from this solicitation. This **RFQ** does not obligate the City to award a contract or complete any specific Project. The City reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the City.

All Statement of Qualifications submitted in response to the **RFQ** will be retained by the City and not returned.

Clarifications, Exceptions, and Addenda

The City reserves the right to contact **Consultants** individually for the purpose of clarifying Statement of Qualifications.

**Consultants** may find instances where they are unable to provide services that meet all of the expectations defined in this **RFQ**. In such cases, the **Consultant** should identify the areas where they feel the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. The **Consultant** will describe exceptions to the **RFQ** and identify their impact to the City, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. The City reserves the right to disallow exceptions it finds are not in the best interests of the City.

Any and all exceptions to the requirements of this **RFQ** must be identified and fully explained in the submitted Statement of Qualification.

Any addenda to this **RFQ** will be issued in writing; no oral statements, explanations, or commitments shall be provided. If any addenda are issued, **Consultants** should return the Confirmation of Receipt of Addenda with their Statement of Qualifications.

## X. SELECTION PROCESS

The Statement of Qualifications will be reviewed for completeness and the respondent’s ability to meet all requirements set forth in this **RFQ**. A panel consisting of City staff will review and evaluate all submittals of Statement of Qualification received for experience and qualifications.

Following the review and evaluation of all Statements of Qualification, a short list of **Consultants** may be determined by the City based on those with the highest qualifications.

The **Consultants** on the shortlist will be invited to submit a proposal consisting of:

- Statement of Work

- Approach: to address the needs of the Fire Department, including discussion of staff availability and ability to respond to the Fire Department’s requests for assistance in a timely manner.
- Proposed Project Schedule
- Fee Proposal: include line item details separated for each activity and hourly rate.

Interviews with any or all the respondents may be conducted at the sole discretion of the City.

## XI. DISPOSITION OF RESPONSES

All materials submitted in response to this **RFQ** will become the property of the City and will become public record after the evaluation process is completed and an award decision made. If the **Consultant** submits information in response to this **RFQ** that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes 13.37, the Contractor must:

- Clearly mark all trade secret materials in its response at the time the response is submitted by indicating in writing the specific page number(s) and paragraph(s) classified as trade secret and therefore nonpublic.
- Include a statement with its response justifying the trade secret designation for each item and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the City, its agents and employees, from any judgments or damages awarded against the City in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the City’s award of a contract. In submitting a response to this **RFQ**, the Contractor agrees that this indemnification survives as long as the trade secret materials are in possession of the City. The City is required to keep all the basic documents related to its contracts, including responses to the **RFQ** for a minimum of seven (7) years.
- The City will not consider the prices submitted by the Contractor to be proprietary or trade secret materials. Responses to this **RFQ** will not be open for public review until the City decides to pursue a contract and that contract is executed.

## XII. CONTRACT TERMS AND CONDITIONS:

A sample of the City’s contract is included as Section XV to inform the **Consultant** of the clauses and insurance requirements included in the City’s contract. Once the **Consultant** is chosen at the end of the **RFQ** and RFP process, the clauses will be included in the contract between the City and the Contractor. Any exceptions to the contract terms and conditions included in Section XV must be identified in the submitted Statement of Qualification.

Date

## XIII.CONFIRMATION OF RECEIPT OF ADDENDA Addendum #

## XIV. STATEMENT OF NON-COLLUSION

The following statement shall be made as part of the Contractor’s Statement of Qualification.

I affirm that I am the Contractor, a partner of the consulting Contractor, or an officer or employee of the Contractor’s corporation with authority to sign on the Contractor’s behalf.

I also affirm that the attached has been compiled independently and without collusion or agreement or understanding with any other **Consultant** designed to limit competition.

I hereby affirm that the contents of this Statement of Qualification have not been communicated by the Contractor or its agent to any person not an employee or agent of the City.

\_\_\_\_\_  
Signed  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Contractor Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City / State / Zip Code

\_\_\_\_\_  
Telephone and Fax Numbers

\_\_\_\_\_  
Email Address

## XV. SAMPLE AGREEMENT

### PROFESSIONAL SERVICES AGREEMENT

[INSERT FULL NAME OF CONSULTANT]

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”) by and between [INSERT FULL NAME - ALL CAPS/BOLD], a [(choose one of the following) a Minnesota Corporation / a Limited Liability Company / a Partnership] located at [full address of Consultant] (“Consultant”), and the CITY OF ROSEMOUNT, MINNESOTA, a Minnesota municipal corporation located at 2875 145<sup>TH</sup> Street West Rosemount, Minnesota 55068 (“City”):

#### RECITALS

- A. Consultant is engaged in the business of providing professional [insert type of consulting services they will perform] services.
- B. The City desires to [fill in specific consulting duties the City wants the Consultant to provide].
- C. Consultant represents that it has the professional expertise and capabilities to provide the City with the requested professional services.
- D. City desires to engage Consultant to provide the services described in this Agreement and Consultant is willing to provide such services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the City and Consultant agree as follows:

#### AGREEMENT

1. Services to be Provided. Consultant agrees to provide City with professional [fill in type of service provided - same as A above] services as set forth in Consultant's Scope of Services attached hereto as Exhibit A or any supplemental letter agreements, or both, entered into between the City and Consultant (the "Services"). The Services referenced in the attached Exhibit A or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.
2. Time for Completion. This Agreement shall remain in force and effect commencing from Effective Date and continuing until the earlier of [completion date of agreement] or completion of the project unless terminated by the City or amended pursuant to the Agreement.
3. Consideration. The consideration, which City shall pay to Consultant and shall not exceed \$[fill in \$ amount of payment to Consultant].00, for both the Services performed by Consultant and the expenses incurred by Consultant in performing the Services, shall be as set forth in Exhibit A and incorporated herein to this Agreement. City shall make progress payments, based on monthly invoices from Consultant. City's payment shall be made within 30 days after Consultant's statement. Consultant's statement shall contain a detailed list of project labor and hours, rates, titles, and amounts undertaken by the Consultant during that billing period.
4. Phasing. The City requests the hourly pricing and terms be valid for up to one year, in the event the City would desire more in-depth work or implementation assistance. If so requested, a new scope and total cost would be mutually agreed to.
5. Expense Reimbursement. The Consultant will not be compensated separately for necessary incidental expenses. All expenses of the Consultant shall be built into the Consultant's fixed compensation rates, unless reimbursement is provided for an expense that received the prior written approval of the City, which approval may be provided via electronic mail.
6. Approvals. The Consultant will secure the City's written approval before making any expenditures, purchases, or commitments on the City's behalf beyond those listed in the Services. The City's approval may be provided via electronic mail.
7. Termination. Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
  - a. The parties, by mutual written agreement, may terminate this Agreement at any time;
  - b. Consultant may terminate this Agreement in the event of a breach of the Agreement by the City upon providing thirty (30) days' written notice to the City;

c. The City may terminate this Agreement at any time at its option, for any reason or no reason at all. In such event, Consultant will be entitled to compensation for work performed up to the date of termination; or

d. City may terminate this Agreement immediately upon Consultant’s failure to have in force any insurance required by this Agreement.

8. Amendments. No amendments may be made to this Agreement except in writing signed by both parties.

9. Remedies. In the event of a termination of this Agreement by City because of a breach by Consultant, City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof. The foregoing remedies provided to City for breach of this Agreement by Consultant shall not be exclusive. City shall be entitled to exercise any one or more other legal or equitable remedies available because of Consultant’s breach.

10. Records/Inspection. Pursuant to Minnesota Statutes § 16C.05, Subd. 5, the Consultant agrees that the books, records, documents, and accounting procedures and practices of the Consultant, that are relevant to the contract or transaction, are subject to examination by the City and the state auditor or legislative auditor for a minimum of six years. The Consultant shall maintain such records for a minimum of six years after final payment. The parties agree that this obligation will survive the completion or termination of this Agreement.

11. Indemnification. To the fullest extent permitted by law, the Consultant, and the Consultant’s successors or assigns, agree to protect, defend, indemnify, save, and hold harmless the City, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys’ fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Consultant’s (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled. The parties agree that these indemnification obligations will survive the completion or termination of this Agreement.



## 12. Insurance.

Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

*Commercial General Liability (or in combination with an umbrella policy)*

\$2,000,000 Each Occurrence

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

*Automobile Liability*

\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage

Including Owned, Hired & Non-Owned Automobiles

*Workers Compensation*

Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

Such certificate of liability insurance shall list the City as an additional insured by endorsement and contain a statement that such policies of insurance shall not be canceled or amended unless thirty (30) days' written notice is provided to the City, or ten (10) days' written notice in the case of non-payment.

The Consultant shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the City, in the insured's capacity as Consultant, if such legal liability is caused by a negligent act, error or omission

of the insured or any person or organization for which the insured is legally liable. The policy shall provide minimum limits of \$2,000,000 with a deductible maximum of \$125,000 unless the City agrees to a higher deductible.

Before commencing work, the Consultant, and every approved subcontractor, shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City.

13. Subcontracting. Neither the City nor the Consultant shall assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of services hereunder. Any instrument in violation of this provision is null and void.

14. Assignment. Neither City nor Consultant shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party’s prior written consent. Any assignment in violation of this provision is null and void.

15. Independent Contractor. Consultant shall be deemed an independent contractor.

Consultant’s duties will be performed with the understanding that Consultant has special expertise as to the services which Consultant is to perform and is customarily engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by Consultant. The manner in which the services are performed shall be controlled by Consultant; however, the nature of the services and the results to be achieved shall be specified by City. The parties agree that this is not a joint venture and the parties are not co-partners. Consultant is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein. All services provided by the Consultant pursuant to this Agreement shall be provided by the Consultant as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

16. Compliance with Laws. Consultant shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Consultant agrees to provide the applicable services detailed in Exhibit A or any supplemental letter agreement. Consultant’s guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the City’s policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on City property, at all times while performing duties pursuant to this Agreement. Consultant agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

17. 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 the Consultant and supersedes any other written or oral agreements between the City and the Consultant. This Agreement can only be modified in writing signed by the City and the Consultant. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

18. Third Party Rights. The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

19. Choice of Law and Venue. 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 Dakota County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

20. Conflict of Interest. The Consultant shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict of interest, Consultant shall advise the City and either secure a waiver of the conflict or advise the City that it will be unable to provide the requested services.

21. Work Products and Ownership of Documents. All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of the City, but reproductions of such records, information, materials and other work products in whole or in part may be retained by the

Consultant. Regardless of when such information was provided, the Consultant agrees that it will not disclose for any purpose any information the Consultant has obtained arising out of or related to this Agreement, except as authorized by the City or as required by law. These obligations survive the termination of this Agreement.

22. Agreement Not Exclusive. The City retains the right to hire other professional [list type of service from Paragraph A above] service providers for other matters, in the City’s sole discretion.

23. Data Practices Act Compliance. Any and all data provided to the Consultant, received from the Consultant, created, collected, received, stored, used, maintained, or disseminated by the Consultant pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Consultant agrees to notify the City within three (3) business days if it receives a data request from a third party. This paragraph does not create a duty on the part of the Consultant to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement. These obligations survive the termination of this Agreement.

24. No Discrimination. Consultant agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Consultant agrees to comply with Americans with Disabilities Act as amended, Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of these laws by the Consultant or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, the Consultant shall provide accommodation to allow individuals with disabilities to participate in all services under this Agreement. Consultant agrees to utilize their own text telephone or the Minnesota Relay Service in order to comply with accessibility requirements.

25. Authorized Agents. The City’s authorized agent for purposes of administration of this contract is [City's contact for this Agreement] the [Title of City contact] of the City, or her designee. The Consultant’s authorized agent for purposes of administration of this contract is [Consultant's contact name], and all Services shall be performed by or under his supervision.

26. Notices. Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Consultant: [Consultant's address, contact person information]; City: City of Rosemount, 2875 145<sup>th</sup> Street West Rosemount, MN 55068

Attn: [City's contact person]; \_\_\_\_\_@Rosemountmn.gov; 651-322-\_\_\_\_;

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

27. Waiver. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

28. Headings. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.

29. Mediation. Both parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.

30. Payment of Subcontractors. Consultant agrees that it must pay any subcontractor within ten (10) days of the prime contractor’s receipt of payment from the municipality for undisputed services provided by the subcontractor. Consultant agrees that it must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney’s fees, incurred in bringing the action.

31. Publicity. City and Consultant shall develop language to use when discussing the Services. Consultant agrees that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language. Consultant must not use the City’s logo or state that the City endorses its services without the City’s advanced written approval.

32. Severability. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

33. Signatory. Each person executing this Agreement (“Signatory”) represents and warrants that he or she is duly authorized. In the event the Consultant did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of the Consultant, as set forth herein, personally. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

34. Recitals. City and the Consultant agree that the foregoing Recitals are true and correct and are fully incorporated into this Agreement.

City Council Regular Meeting: April 1, 2025

|                                                                                                                                                 |                                                          |                        |                |
|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|------------------------|----------------|
| <b>AGENDA ITEM:</b>                                                                                                                             | Resolution Supporting Retention of City Zoning Authority | <b>AGENDA SECTION:</b> | CONSENT AGENDA |
| <b>PREPARED BY:</b>                                                                                                                             | Adam Kienberger, Community Development Director          | <b>AGENDA NO.</b>      | 6.i.           |
| <b>ATTACHMENTS:</b>                                                                                                                             | Resolution                                               | <b>APPROVED BY:</b>    | LJM            |
| <b>RECOMMENDED ACTION:</b> Staff recommends the City Council approve the attached resolution supporting the retention of city zoning authority. |                                                          |                        |                |

### BACKGROUND

In alignment with the League of Minnesota Cities, the City of Rosemount was asked to consider adopting a resolution stating a position opposing proposed legislation seeking to preempt local zoning authority as a means to solve a nationwide housing shortage.

Cities recognize that there is a housing shortage across the state and across the housing spectrum, though the shortage looks different in each community. Alongside the state, cities play a key role in tackling housing challenges and continue to lead with local solutions. In Rosemount we have continued to innovate at the local level and have supported both affordable and market-rate development.

Rosemount currently has nearly 500 units of affordable multi-family housing either approved, under construction, or recently completed. This is in addition to nearly 400 units of market-rate multi-family housing both recently opened or in the pipeline. This is all on top of 1,000 units permitted for new single-family homes over the past three years. This was accomplished through local zoning, flexible development standards, and a strong market-driven partnership with the development community.

We are concerned that proposed legislation seeks to broadly limit local decision-making authority on residential development by imposing a rigid state framework on all cities, regardless of their own unique needs and circumstances. These bills would eliminate low-density zoning options, eliminate resident input before our council or planning and zoning commission on virtually all residential development, and strip reasonable local planning and zoning standards, which ensure development compatibility and scale.

Additionally, these bills create significant implementation challenges for our city, increasing costs for taxpayers and complicating zoning and land-use planning, all without guaranteeing more affordable housing or increased development.

While cities have zoned land for higher-density developments in areas where it makes the most sense for our community, these bills would force cities to allow for higher density in all residential areas

without regard for strategic planning. This removes the flexibility needed to accommodate local housing needs. Conceptually, this means cities and their residents could no longer responsibly plan for growth and instead, that responsibility would be shifted solely to the developers who would determine what gets built and where.

#### **RECOMMENDATION**

Staff recommends the City Council approve the attached resolution supporting the retention of city zoning authority.



**CITY OF ROSEMOUNT  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 2025 – XX**

**A RESOLUTION SUPPORTING RETENTION OF CITY ZONING AUTHORITY**

**WHEREAS**, decisions regarding local zoning and land use that best fit community needs are best left to city residents and officials;

**WHEREAS**, cities utilize zoning and land use regulations to balance property usage, guide community growth, dedicate space and capacity for public infrastructure to support development (roads, parks and trails, transportation, sewer, stormwater, water, etc.), mitigate flooding and erosion, and preserve natural resources among others;

**WHEREAS**, the Minnesota State Legislature, in an attempt to address housing availability and affordability challenges, is considering measures that would broadly limit city authority over zoning and land use decisions, transferring that authority to the state government;

**WHEREAS**, these proposed measures fail to adequately address housing availability and affordability and offer no guarantees that cost savings for developers would translate into lower housing costs for prospective homeowners or renters;

**WHEREAS**, a rigid, state-mandated approach to zoning and land use—relying on overly prescriptive mandates—would deprive cities of the flexibility necessary to accommodate their unique circumstances;

**WHEREAS**, provisions would also limit opportunities for local residents to voice their concerns regarding proposed developments during public hearings of city council and other public meetings;

**AND, WHEREAS**, cities across the state have invested years of work to address zoning issues, and continue to do so, with the help of community engagement.

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

The City of Rosemount opposes state proposals that seek to broadly limit local zoning and land use decision-making related to residential development;

Supports constructive policy alternatives that provide cities with performance-based standards to guide development—while maintaining local decision-making and flexibility—and incentivize and bolster city efforts for addressing housing challenges;

And, advocates for a city-state partnership to consider reforms that are proven to address housing availability and affordability and respect locally-led zoning decisions and community input.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the City Council of the City of Rosemount.

\_\_\_\_\_  
Jeffery D. Weisensel, Mayor

**ATTEST:**

\_\_\_\_\_  
Erin Fasbender, City Clerk

City Council Regular Meeting: April 1, 2025

|                                                                                                                |                                       |
|----------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>AGENDA ITEM:</b> Request by The Morrison Partners LLC for approval of The Morrison 2nd Addition Final Plat. | <b>AGENDA SECTION:</b> CONSENT AGENDA |
| <b>PREPARED BY:</b> Anthony Nemcek , Senior Planner                                                            | <b>AGENDA NO.</b> 6.j.                |
| <b>ATTACHMENTS:</b> Site Location, Resolution, Proposed Plat                                                   | <b>APPROVED BY:</b> LJM               |
| <b>RECOMMENDED ACTION:</b> <b>Motion</b> to adopt a resolution approving The Morrison 2nd Addition Final Plat. |                                       |

### BACKGROUND

The Rosemount City Council is being asked to consider a request by The Morrison Partners LLC., the owner of The Morrison apartment building, for approval of a final plat to split 0.28 acres in the northeast corner of its property from the remaining property to allow for the construction of a coffee shop. In 2021, the City Council approved a similar plat to accommodate the development of a restaurant business called Tap Society. The owners of that business decided not to move forward with the project. The City Code contains a provision that failure to record a plat within two years of council approval shall render all approvals by the city null and void until a new application has been processed and approved. The applicant is requesting approval of a plat similar to one already approved.

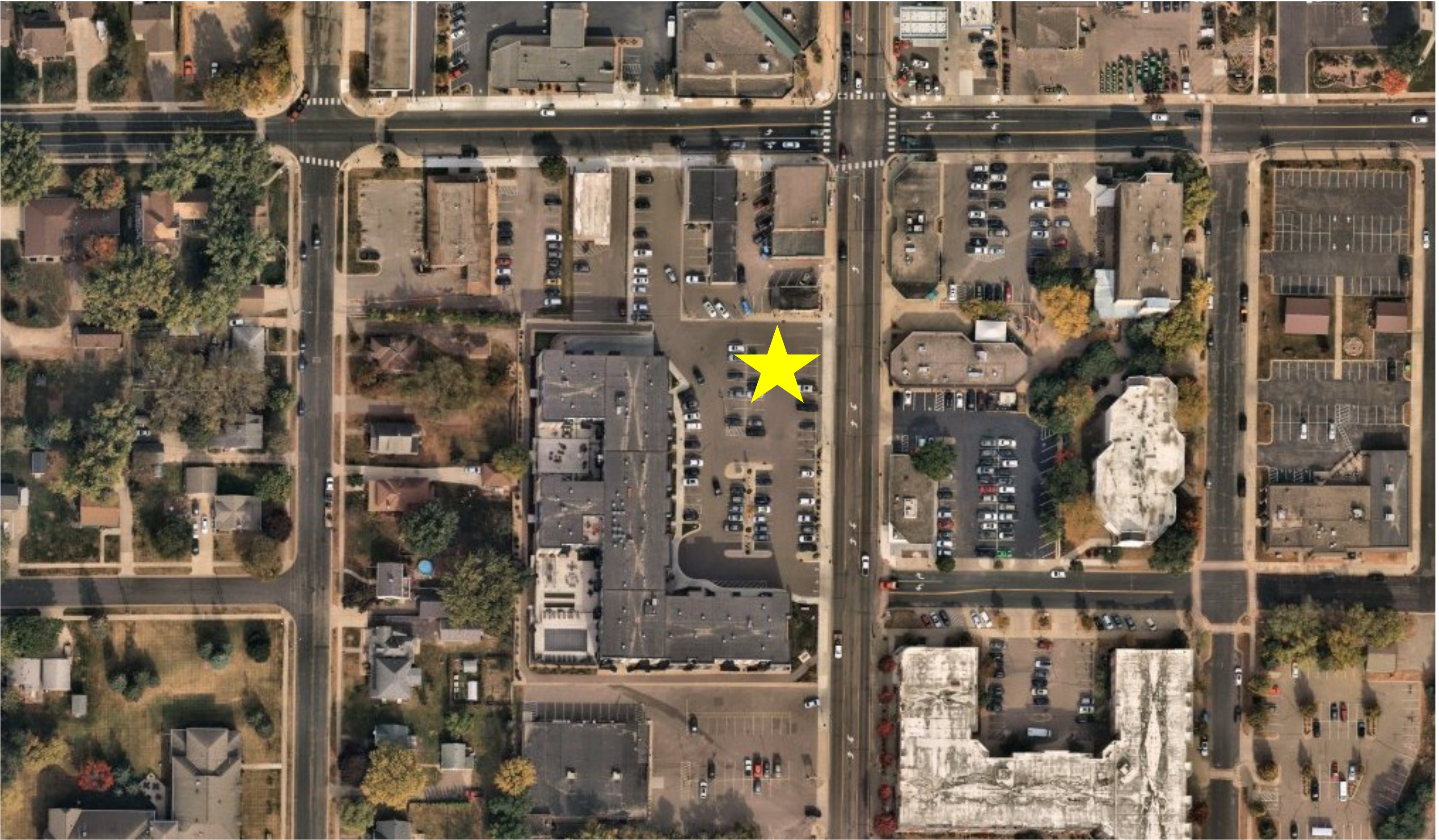
The subject property is located within the MX-1 Downtown Mixed Use zoning district. This zoning district has no minimum lot area or lot width standards. Therefore, the parcels created by the parcels created by the proposed plat conform with the zoning code. Typically, plat approvals also involve the collection of trunk area charges and park dedication fees. The developer of The Morrison paid development fees for the entire area of the first addition. Therefore, those fees are not due with the proposed 2nd addition plat.

The proposed plat does not require vacation of any existing easements, and perimeter drainage and utility easements are provided around the newly created parcel. The requested plat approval is just one action needed prior to construction of the proposed coffee shop. The Planning Commission will be holding a public hearing during its April 22 meeting to review the Site Plan for the coffee shop.

### RECOMMENDATION

Staff is recommending approval of the final plat request to subdivide a 0.28 acre parcel from the larger Morrison plat area.







**CITY OF ROSEMOUNT  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 2025-XX**

**A RESOLUTION APPROVING THE FINAL PLAT  
FOR THE MORRISON 2<sup>ND</sup> ADDITION**

**WHEREAS**, the Community Development Department of the City of Rosemount received a request for Final Plat approval from The Morrison Partners, LLC., concerning property legally described as:

Lot 1 Block 1, THE MORRISON, according to the recorded plat thereof, Dakota County, Minnesota

**WHEREAS**, on April 1, 2025, the City Council of the City of Rosemount reviewed the Final Plat for THE MORRISON 2<sup>ND</sup> ADDITION.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Rosemount hereby approves the Final Plat for The Morrison 2<sup>nd</sup> Addition.

**ADOPTED** this 1<sup>st</sup> day of April 2025, by the City Council of the City of Rosemount.

---

Jeffery D. Weisensel, Mayor

**ATTEST:**

---

Erin Fasbender, City Clerk

# THE MORRISON 2ND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That The Morrison Partners, LLC, a Minnesota limited liability company, fee owner of the following described property:

Lot 1, Block 1, THE MORRISON, according to the recorded plat thereof.

Has caused the same to be surveyed and platted as THE MORRISON 2ND 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 The Morrison Partners, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The Morrison Partners, LLC

By: \_\_\_\_\_ Its \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_ of The Morrison Partners, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, Signature \_\_\_\_\_

Notary Public, Printed Name \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary Public \_\_\_\_\_

County, \_\_\_\_\_

## SURVEYORS CERTIFICATE

I Rory L. Synsteliën, 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 the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Rory L. Synsteliën, Land Surveyor  
Minnesota License No. 44565

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by Rory L. Synsteliën, a Licensed Land Surveyor.

Notary Public, Signature \_\_\_\_\_

Notary Public, Printed Name \_\_\_\_\_

My Commission Expires: January 31, 20\_\_\_\_\_

Notary Public \_\_\_\_\_

County, Minnesota

## CITY PLANNING COMMISSION, CITY OF ROSEMOUNT, STATE OF MINNESOTA

Be it known that a meeting held on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the Planning Commission of the City of Rosemount, Minnesota, did hereby approve this plat of THE MORRISON 2ND ADDITION.

By: \_\_\_\_\_, Chair

## CITY COUNCIL OF ROSEMOUNT, COUNTY OF DAKOTA, STATE OF MINNESOTA

This plat was approved by the City Council of Rosemount, Minnesota at a regular meeting thereof held this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and hereby certifies compliance with all the requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: \_\_\_\_\_, Mayor

By: \_\_\_\_\_, City Clerk

## COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

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

By \_\_\_\_\_

Todd B. Tollefson, Dakota County Surveyor

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

Pursuant to Minnesota Statutes, Section 505.021, Subdivision 9, taxes payable in the year \_\_\_\_\_ on real estate hereinbefore described, have been paid.

Also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfers entered on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_

Amy A. Koethe, Director

## COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of THE MORRISON 2ND 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 \_\_\_\_\_.

By \_\_\_\_\_

Amy A. Koethe, County Recorder

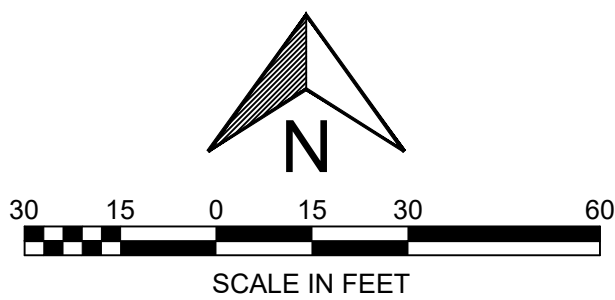
## REGISTRAR OF TITLES, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of THE MORRISON 2ND ADDITION was filed in the office of the Registrar of Titles for public record on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and was duly filed in Book \_\_\_\_\_ of Plats, Page \_\_\_\_\_, as Document Number \_\_\_\_\_.

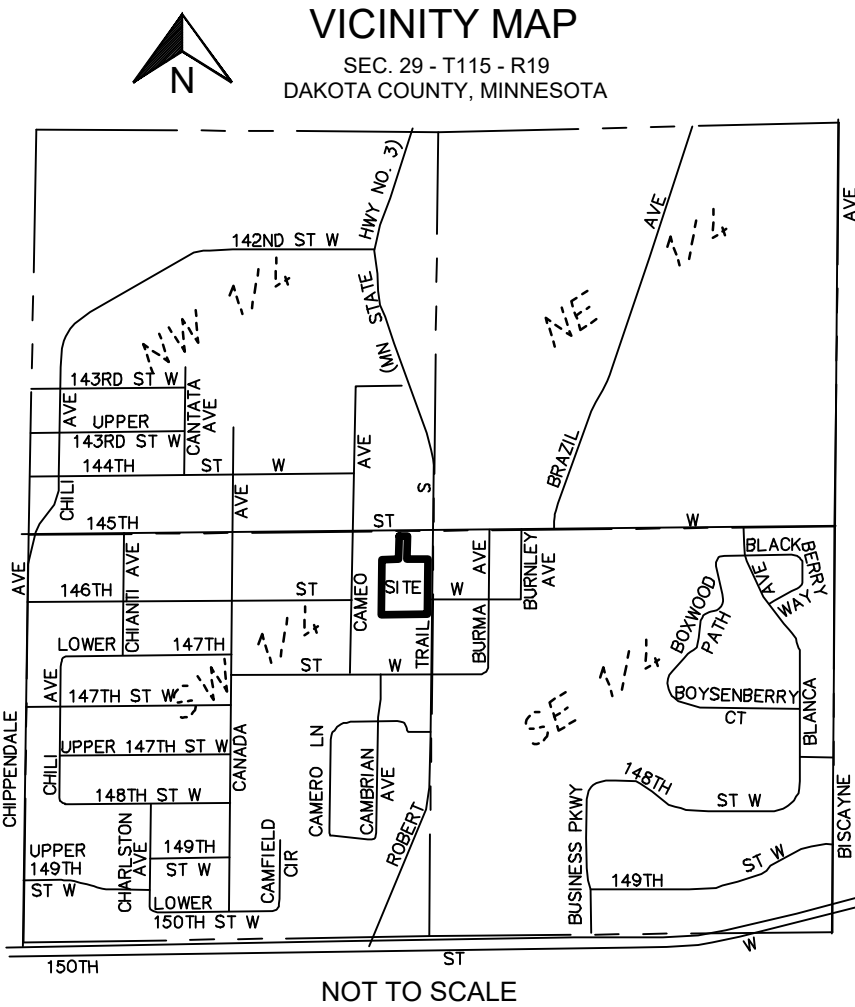
By \_\_\_\_\_

Amy A. Koethe, Registrar of Titles



Bearings are based on the east line of Lot 1, Block 1, THE MORRISON having an assumed bearing of S 00°38'51" W.

- Denotes a Found Iron Monument (Type as shown on plat)
- Denotes a 1/2 inch by 14 inch Rebar Marked "RLS 44565"



NOT TO SCALE

City Council Regular Meeting: April 1, 2025

|                                                                                                                                                           |                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>AGENDA ITEM:</b> Approve Reimbursement Agreement with Gigapower                                                                                        | <b>AGENDA SECTION:</b> CONSENT AGENDA |
| <b>PREPARED BY:</b> Brian Erickson, City Engineer                                                                                                         | <b>AGENDA NO.</b> 6.k.                |
| <b>ATTACHMENTS:</b> Agreement                                                                                                                             | <b>APPROVED BY:</b> LJM               |
| <b>RECOMMENDED ACTION:</b> Staff recommends that the Council approve the Reimbursement Agreement with Gigapower for inspections during right-of-way work. |                                       |

### **BACKGROUND**

Gigapower has been working with city staff as part of their effort to install fiber to the premises within the City of Rosemount. This work would provide high speed fiber internet to some established residential areas in Rosemount. Based on the set build out area, a substantial inspection effort will be required to ensure that city standards are followed while Gigapower's contractor works within the right-of-way.

In an effort to ensure that the cost of inspections is covered by the utility, Gigapower and city staff discussed an agreement whereby the required inspections will be performed by the city's engineering consultant. That cost will then be billed to Gigapower and will allow for easier tracking of inspection efforts. The agreement is similar to other agreements with other fiber providers. Gigapower will still be required to apply for right-of-way permits similar to any other right-of-way user.

### **RECOMMENDATION**

Staff recommends that the Council approve the Reimbursement Agreement with Gigapower for inspections during right-of-way work.

**REIMBURSEMENT AGREEMENT**  
**\_\_\_\_\_ to the Premises**

This letter agreement ("Agreement") is effective, \_\_\_\_\_, 2025 ("Effective Date") and shall set forth the mutual understanding between the City of Rosemount ("City") and \_\_\_\_\_ ("Gigapower") regarding the subject matter set forth herein. With the present intent to be bound, the parties agree as follows:

1. Background. Gigapower wishes to commence with the construction of a fiber-to-the-premises network in the City ("Project"). The City wishes to retain a consultant (the "Consultant") to perform periodic inspections of the construction work related to the Project (the "Inspection Work"). Gigapower is willing to reimburse the City for the cost of the Inspection Work in accordance with the terms of this Agreement.
2. Reimbursement. The Consultant will be paid \$179.00 per hour for 2025, rate shall be reviewed and adjusted annually, partial hours prorated, to perform the Inspection Work. On a monthly basis, the City will invoice Gigapower for all Inspection Work performed by the Consultant during the prior month. Each invoice will contain reasonable documentation evidencing the Inspection Work performed by the Consultant including, at a minimum, the date, location and hours spent per day on the invoiced Inspection Work. No later than 30 days after receipt of a proper invoice from the City, Gigapower will remit payment to the City. Notwithstanding anything to the contrary in this Agreement, the estimated amount Gigapower will be required to reimburse the City for the Inspection Work is \$25,000.00 for the duration of the Project.
3. Parody. Consistent with applicable law, including but not limited to, 47 U.S. Code 253, the City agrees that it will not impose any requirements on Gigapower that are more burdensome, either operational or financially, than those imposed on any other communications provider utilizing City controlled right-of-way. In the event another communications provider intends to construct a communications infrastructure throughout the City, the City agrees that such communications provider will be required to reimburse the City for inspection fees that are substantially similar to those imposed on Gigapower under this Agreement.
4. Limitation of Liability. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL HAVE ANY RESPONSIBILITY, LIABILITY OR OBLIGATION TO THE OTHER PARTY, SUCH OTHER PARTY'S AFFILIATES, OR THEIR OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES OR CUSTOMERS FOR (1) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGE, OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, COST OF REPLACEMENT SERVICES, LOSS OF CUSTOMERS OR AGENTS OR LOSS OF USE, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS BY REASON OF ANY ACT OF OMISSION OR COMMISSION IN CONNECTION WITH OR UNDER THIS AGREEMENT, INCLUDING BUT NOT

LIMITED TO, ANY DEFECT, DELAY IN AVAILABILITY, OR FOR ANY OTHER CAUSE.

5. No Joint Venture. This Agreement is not intended to create, nor will it be construed to create any partnership, joint venture, or employment relationship between the City and Gigapower , and neither party will be liable for the payment or performance of any debt, obligations, or liabilities of the other party, except as expressly stated herein.
6. Entire Agreement Amendments. This Agreement, constitutes and embodies the full and complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether oral or in writing regarding the subject matter of this Agreement. For avoidance of doubt, this Agreement shall not amend, alter or invalidate any term or provision of the Master Agreement which remains in full force and effect. This Agreement may not be amended or modified in any way except by a writing signed by the authorized representatives of the parties.
7. Applicable Law. This Agreement will be governed by all the laws of the State of Minnesota without regard to the choice of law provisions thereof.
8. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any other person or entity, and no such other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Accepted and agreed to as of the date first written above

\_\_\_\_\_

By: \_\_\_\_\_

City of Rosemount, Minnesota

By: \_\_\_\_\_  
Jeffery D. Weisensel, Mayor

Attest:

\_\_\_\_\_  
Erin Fasbender, City Clerk



## 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

Select Language ▼

Google Translate



[More Details](#)

**[Parks and Recreation Commission Meeting](#)**

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

[More Details](#)

 Government Websites by [CivicPlus®](#)

| May 2025 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| Su       | M  | Tu | W  | Th | F  | Sa |
| 27       | 28 | 29 | 30 | 1  | 2  | 3  |
| 4        | 5  | 6  | 7  | 8  | 9  | 10 |
| 11       | 12 | 13 | 14 | 15 | 16 | 17 |
| 18       | 19 | 20 | 21 | 22 | 23 | 24 |
| 25       | 26 | 27 | 28 | 29 | 30 | 31 |

**Main Calendar**

City Council Work Session Meeting

May 6, 2025, 5:00 PM - 6:00 PM

[More Details](#)

City Council Meeting

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

[More Details](#)

Parks and Recreation Commission Meeting - MOVED

May 19, 2025, 7:00 PM - 8:00 PM

[More Details](#)

City Council Meeting

May 20, 2025, 7:00 PM - 8:00 PM

[More Details](#)

CITY HALL CLOSED - Memorial Day

May 26, 2025, All Day

[More Details](#)

Planning Commission Meeting

May 27, 2025, 6:30 PM - 7:30 PM

[More Details](#)

Youth Commission Meeting

May 28, 2025, 3:45 PM - 4:45 PM

[More Details](#)



**ASK LUCKY**