ROSEMOUNT
MINNESOTA

AGENDA
City Council Regular Meeting
Tuesday, April 15, 2025
7:00 PM
Council Chambers

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

3. PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS

a. Mow Less May Proclamation

b. Rosemount Adopt-a-Drain Earth Day Challenge Days

c. Recognition of City of Rosemount Volunteers

d. Arbor Day Proclamation

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 April 1, 2025 Regular Meeting Minutes

c. Minutes of the April 1, 2025 Work Session Proceedings

d. Approval of Council Travel

e. Approval of Dakota County to Join the MVTA Board o

f. Subdivision Agreement for Amber Fields 21st

g. Parks and Recreation Commission Bylaws Amendment

h. Donation Acceptance from Rosemount Lions Club

i. Request by Kamal Omar and Appro Development for approval of a Conditional Use Permit

j. Release SA for The Morrison

k. Resolution of Support - Bonaire Path Trail Project

l. Approve Construction Agreement - 147th Street West

m. Approve Subdivision Agreement - Rosemount Middle School

n. Minnesota DEED and Dakota County Grant Resolutions of Support

o. Prestwick Place 27th Addition Final Plat Approval

p. Life Time Facility – Change Order #16

7. PUBLIC HEARINGS

a. 2025 Street Improvement Project Assessment Hearing and Adopt Assessment Roll

8. UNFINISHED BUSINESS

9. NEW BUSINESS

a. Dog Park Project – Receive Bids and Award Project

10. ANNOUNCEMENTS

a. City Staff Updates

b. Upcoming Community Calendar

11. ADJOURNMENT

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: April 15, 2025

AGENDA ITEM: Mow Less May Proclamation	**AGENDA SECTION:** PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS
PREPARED BY: Jane Byron, Stormwater Specialist	**AGENDA NO.** 3.a.
ATTACHMENTS: Proclamation	**APPROVED BY:** LJM
RECOMMENDED ACTION: Motion to approve the attached proclamation recognizing May 2025 as Mow Less May in the City of Rosemount	

BACKGROUND

The City of Rosemount first recognized Mow Less May (formerly No Mow May) in 2021. The program encourages the use of four low input lawn care practices by residents to protect pollinator habitat, protect water quality, and conserve water.

1. Low Input Lawn Mowing
    - Lawn height no shorter than 4 inches.
    - Mulch grass clippings back into the lawn.
2. Leave the Leaves
    - Keep leaves/stems from the fall in the garden for bee/caterpillar nesting/cocoon sites.
3. Plant Native Plants
    - Take advantage of rebate and grant programs.
    - Add native plants to existing gardens.
4. Only Water and Fertilize When Needed
    - Keep watering from irrigation plus rain to one inch or less per week.
    - Use a soil test to determine fertilizer needs.

As in previous years, lawn height weed ordinance enforcement on occupied properties in good standing would be suspended in May.

Staff have established a web page with a registration process, tips to avoid common problems, and sources for additional information. The program would be advertised on social media and the city website in April and May if approved.

RECOMMENDATION

Staff recommends the City Council approve the attached proclamation recognizing May 2025 as Mow Less May.

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PROCLAMATION

Whereas, The City of Rosemount has a vested interest in the protection of pollinators such as bees, butterflies, and birds because they are vital to food production and healthy ecosystems, but are increasingly threatened by habitat loss, pesticides, and disease; and

Whereas, The City manages Water and Stormwater Utilities, making water quality protection and water conservation critical areas of concern; and

Whereas, applying lawn care and landscaping best practices on private and public lands can play a significant role in protecting water quality, conserving drinking water, and providing pollinator habitat; and

Whereas, The City of Rosemount encourages residents to practice low input mowing, leave the leaves, plant native plants, and only water and fertilize when needed in support of these goals; and

Whereas, Rosemount demonstrates its commitment to environmental stewardship through sustainable practices on city lands, including limited mowing and integrated pest management; and

Whereas, "Mow Less May" is a voluntary initiative encouraging residents implement lawn care best practices during May to benefit pollinators and the environment;

Now, Therefore, I, Jeffery D. Weisensel, Mayor of Rosemount Minnesota, do hereby proclaim May 2025 as Mow Less May to promote awareness of pollinator emergence, support early-season habitat, and encourage low-input lawn care practices in our community.

Be It Further Resolved, that for the month of May, staff shall not issue lawn height violations on occupied properties in good standing, allowing residents to voluntarily delay mowing to support pollinator emergence and early flowering plant growth, even if grass exceeds ordinance limits.

Dated this 15th day of April 2025.

Mayor _____

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: April 15, 2025

AGENDA ITEM:	Rosemount Adopt-a-Drain Earth Day Challenge Days	**AGENDA SECTION:** PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS
PREPARED BY:	Jane Byron, Stormwater Specialist	**AGENDA NO.** 3.b.
ATTACHMENTS:	Proclamation	**APPROVED BY:** LJM
RECOMMENDED ACTION: Motion to approve the proclamation declaring April 15th through April 30th, 2025, as Rosemount Adopt-a-Drain Earth Day Challenge Days		

BACKGROUND

The City of Rosemount is a member of Metro Watershed Partners, who created the Adopt-a-Drain (AAD) program. AAD encourages volunteers to adopt storm drains at MN.Adopt-a-Drain.org to keep clean of debris. In 2025, AAD is hosting a friendly nationwide competition April 15-30 to see which cities are able to sign up the most drain adopters. This proclamation will help kick off the challenge event in the City of Rosemount with various promotion avenues.

Storm drains move rainwater runoff away from streets and backyards, providing critical protection from flooding. Water entering storm drains flows to local lakes, ponds, and wetlands, without receiving any treatment. Debris left on roadways can wash into storm drains or clog them, becoming pollution in neighborhood ponds, causing flooding, or causing icing on roadways. Volunteer drain adopters provide an important service that protects water quality, prevents property damage, and improves public safety.

Since its launch in 2019, 54 volunteers have cleaned over 1300 pounds of debris from Rosemount storm drains.

RECOMMENDATION

Staff recommends the City Council approve the attached proclamation recognizing April 15-30, 2025, as Rosemount Adopt-a-Drain Earth Day Challenge Days.

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PROCLAMATION

Whereas, storm drains placed in curbs and backyards reduce flooding and property damage by moving excess rainwater and snow melt runoff away from streets and private property; and

Whereas, clogged, snow covered, and iced over storm drains can lead to traffic safety hazards and property damage; and

Whereas, storm drains connect directly to neighborhood ponds, lakes, and wetlands and act as a conduit for pollution like road salt, fertilizers, pesticides, grass clippings, and leaves into water resources; and

Whereas, to date, 54 volunteers have adopted 122 drains and removed over 1,300 pounds of debris from storm drains in the City of Rosemount; and

Whereas, the Adopt-a-Drain program encourages residents to keep storm drains clean of debris, snow, and ice to preserve water quality in neighborhood ponds, lakes, and wetland, improve safety, and prevent property damage; and

Whereas, as a member of Metro Watershed Partners and Adopt-a-Drain Minnesota, the City of Rosemount encourages residents to adopt one or more storm drains near their home;

Now, Therefore, I, Jeffery D. Weisensel, Mayor of Rosemount Minnesota, do hereby proclaim April 15th through April 30th, 2025, as Adopt-a-Drain Earth Day Challenge Days in Rosemount, and we encourage residents to register to adopt storm drains at MN.Adopt-a-Drain.org.

Dated this 15th day of April 2025.

Mayor _____

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EXECUTIVE SUMMARY

City Council Regular Meeting: April 15, 2025

AGENDA ITEM: Recognition of City of Rosemount Volunteers	**AGENDA SECTION:** PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS
PREPARED BY: Logan Martin, City Administrator	**AGENDA NO.** 3.c.
ATTACHMENTS: Proclamation	**APPROVED BY:** LJM
RECOMMENDED ACTION: Proclamation of Appreciation	

BACKGROUND

National Volunteer Week is April 27 - May 4, 2025 and each year the City of Rosemount recognizes and thanks the hardworking and dedicated volunteers who lend their time and expertise. We rely heavily on these individuals and groups to perform many important tasks that City staff cannot perform on their own. Staff estimates a total of 749 volunteers in the last year, volunteering a total of 16,970 hours. Any members of the public interested in learning more about our volunteering opportunities can check out the City website for more information: https://www.rosemountmn.gov/582/Volunteer-for-the-City.

Rosemount City Council and staff will honor our current volunteers and commissioners at an appreciation event held at the Steeple Center on April 29th beginning at 4:45 p.m.

RECOMMENDATION

Staff recommends that the Council proclaim April 27 to May 4, 2025 as National Volunteer Week in the City of Rosemount.

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PROCLAMATION

Whereas, The City of Rosemount is proud of the volunteers who continue to enrich our community through their concern, commitment, and generosity of spirit; and

Whereas, Rosemount has numerous community organizations and events that thrive with volunteer participation; and

Whereas, Our volunteers show every day through their actions that they truly care about our community and the people who live in it; and

Whereas, The City of Rosemount wishes to celebrate the impact of dedicated volunteers who inspire others and who have discovered their power to make a difference; and

Whereas, We thank volunteers for their wonderful contributions, their hard work and their commitment to help make our community stronger, more vibrant and a better place in which to work and live;

Now, Therefore, I, Jeffery D. Weisensel, Mayor of Rosemount Minnesota, do hereby proclaim April 27 through May 4, 2025 as National Volunteer Week, in the City of Rosemount and urge all citizens to recognize volunteers, who contribute their time, talent, and energy to our community.

Dated this 15th day of April, 2025.

Mayor _____

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EXECUTIVE SUMMARY

City Council Regular Meeting: April 15, 2025

AGENDA ITEM: Arbor Day Proclamation	**AGENDA SECTION:** PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS
PREPARED BY: Dan Schultz, Parks & Recreation Director	**AGENDA NO.** 3.d.
ATTACHMENTS: Proclamation	**APPROVED BY:** LJM
RECOMMENDED ACTION: Motion to approve the attached proclamation naming May 3, 2025 as Arbor Day.	

BACKGROUND

The City of Rosemount is once again being recognized as a Tree City, USA. The Tree City, USA award is given to those cities that depict an honest and active program to promote the protection of our natural habitat and our trees. This is the City of Rosemount's 33rd year of being recognized as a Tree City, USA. As part of our participation in the Tree City USA program, we must meet standards set by the National Arbor Day Foundation. One of those standards includes the observance of Arbor Day.

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

Attached is a proclamation naming May 3, 2025 as Arbor Day.

The City will be hosting a tree giveaway on Saturday, May 3, at the former Public Works Garage, starting at 10:00 am. We will be giving away 150 trees from six to eight feet in height FREE to residents of Rosemount. These are bare root trees that need to be planted within 24 hours of the giveaway. Staff would also like to remind those people receiving a tree to call "Gopher State One Call" at 651-454-0002 or 811 at least 72 hours before you dig.

RECOMMENDATION

Staff is recommending the City Council to approve the attached proclamation naming May 3, 2025 as Arbor Day.

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PROCLAMATION

Whereas, Trees and forests brighten Minnesota's future by creating jobs, providing recreational settings, increasing property values, and making cities more livable; and

Whereas, Trees and forests brighten society by building strong community ties, reducing crime, and providing common meeting places; and

Whereas, Trees and forests brighten our lives by providing lumber for building homes, fiber for producing paper, foliage for decorating, and food for eating; and

Whereas, Trees and forests brighten the environment by moderating climate, improving air and water quality, conserving water and energy, and sheltering wildlife; and

Whereas, Each year, on the last Friday in April, and throughout the month of May, Minnesotan's pay special tribute to the trees and all the natural resources they represent, and dedicate themselves to the continued health of our state's community and rural forests.

Now, Therefore, I, Jeffery Weisensel, Mayor of Rosemount Minnesota, do hereby proclaim May 3, 2025 as Arbor Day in the City of Rosemount**.**

Dated this 15th day of April, 2025

Mayor _____

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
10033	**4/8/2025**		**103061 ICMA RETIREMENT CORP**							
	4/3/2025	3,051.74			4392	0402251621408	7020.2134.01		DEFERRED COMPENSATION - MISSIO	PAYROLL FUND
		3,051.74								
161923	**4/2/2025**		**100705 US HOME CORPORATION**							
	12/30/2024	64,739.50	CP 2020-09 CLOSE OUT		1995	20241220	4617.6456		OTHER MISCELLANEOUS CHARGES	2020-09 - PRESTWICK PLACE 22ND
		64,739.50								
161924	**4/10/2025**		**103435 ACCELERATED TECHNOLOGIES**							
	3/27/2025	630.00	REPLACE SMARTBOARD		4394	10603	1130.6310		PROFESSIONAL SERVICES	ADMINISTRATIVE SERVICES
		630.00								
161925	**4/10/2025**		**101909 ACME TOOLS**							
	4/2/2025	399.00	MILWAUKEE BRUSHLESS STICK PUMP		4395	14185146	1320.6242		MINOR EQUIPMENT	STREET MAINTENANCE
		399.00								
161927	**4/10/2025**		**101463 ADVANCE AUTO PARTS**							
	3/28/2025	397.50	PARTS		4396	1596-401163	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/26/2025	56.95	PARTS		4397	1596-401040	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/26/2025	176.58	PARTS		4398	1596-401042	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/26/2025	247.58	PARTS		4399	1596-401062	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/27/2025	247.58-	PARTS CREDIT		4400	1596-401079	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/11/2025	64.67-	CREDIT		4401	1596-400293	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/11/2025	64.67	PARTS		4402	1596-400287	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/14/2025	15.81	PARTS		4403	1596-400478	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/18/2025	69.29-	CREDIT		4404	1596-400640	1330.6241		SMALL TOOLS	FLEET MAINTENANCE
	3/18/2025	69.29	SMALL TOOL		4405	1596-400616	1330.6241		SMALL TOOLS	FLEET MAINTENANCE
	3/18/2025	45.84	PARTS		4406	1596-400623	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/25/2025	435.52	PARTS CLEANING SUPPLIES LUBE		4407	1596-400996A	1330.6221		CLEANING SUPPLIES	FLEET MAINTENANCE
	3/25/2025	42.10	PARTS CLEANING SUPPLIES LUBE		4408	1596-400996B	1330.6224		SHOP SUPPLIES	FLEET MAINTENANCE
	3/25/2025	68.29	PARTS CLEANING SUPPLIES LUBE		4409	1596-400996C	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/26/2025	40.29	PARTS		4410	1596-401019	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/25/2025	132.79	PARTS		4411	1596-400970	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/24/2025	80.22	PARTS		4412	1596-400906	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/24/2025	55.14	PARTS		4413	1596-400926	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/19/2025	17.70	PARTS		4414	1596-400682	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/18/2025	147.74	PARTS		4415	1596-400624	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/13/2025	603.73	PARTS		4416	1596-400417	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/17/2025	35.10	SHOP SUPPLIES		4417	1596-400548	1330.6224		SHOP SUPPLIES	FLEET MAINTENANCE
	3/17/2025	35.88	SHOP SUPPLIES		4418	1596-400569	1330.6224		SHOP SUPPLIES	FLEET MAINTENANCE
	3/17/2025	272.20	CLEANING SUPPLIES		4419	1596-400562	1330.6221		CLEANING SUPPLIES	FLEET MAINTENANCE

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161927	**4/10/2025**		**101463 ADVANCE AUTO PARTS**						**Continued...**	
	3/11/2025	11.30	PARTS		4420	1596-400264	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/12/2025	19.98	PARTS		4421	1596-400329	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/4/2025	2.65	PARTS		4422	1596-399972	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/3/2025	61.98	PARTS		4423	1596-399912	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/7/2025	27.12	PARTS		4424	1596-400087	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/5/2025	42.98	COOLANT		4425	1596-400023	1330.6223		OILS AND ADDITIVES	FLEET MAINTENANCE
	3/4/2025	13.44	PARTS		4426	1596-399991	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/11/2025	160.66	PARTS		4427	1596-400269	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		2,999.49								
161928	**4/10/2025**		**100919 ALL AMERICAN ARENA PRODUCTS**							
	4/3/2025	109.00	ALL-AMERICAN MAT WATER-JET CUT		4428	6308	6500.6233		BUILDING REPAIRS SUPPLIES	ICE ARENA
		109.00								
161929	**4/10/2025**		**100413 AMERICAN FLAGPOLE & FLAG CO**							
	4/3/2025	621.70	FLAGS		4429	198006	1340.6233		BUILDING REPAIRS SUPPLIES	GOVERNMENT BUILDINGS
		621.70								
161930	**4/10/2025**		**103380 AMPION PBC**							
	4/1/2025	694.79	WELL# 7		4430	202504000173155 0	6100.6371		ELECTRIC	WATER UTILITY
		694.79								
161931	**4/10/2025**		**102634 APEX OUTDOOR INC**							
	2/1/2025	1,668.00	SNOW REMOVAL		4431	CMB98-7	1510.6385	00016100	OTHER REPAIRS AND MAINTENANCE	PARK & RECREATION
		1,668.00								
161932	**4/10/2025**		**101209 APPLE COLLISION & GLASS**							
	3/11/2025	3,245.79	DAMAGE TO PLOW TRUCK 8301		4432	845605--440835A	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/11/2025	4,241.50	DAMAGE TO PLOW TRUCK 8301		4433	845605--440835B	1330.6384		MACHINERY & EQUIPMENT REPAIRS	FLEET MAINTENANCE
		7,487.29								
161933	**4/10/2025**		**103524 BATTERIES PLUS BULBS**							
	3/26/2025	185.26	BATTS FOR FIRE ALARMS		4435	P81300935	1340.6233		BUILDING REPAIRS SUPPLIES	GOVERNMENT BUILDINGS
		185.26								
161934	**4/10/2025**		**101175 BERRY COFFEE COMPANY**							
	4/3/2025	162.13	COFFEE SUPPLIES FOR SC		4436	1053383	1510.6226	00016100	OTHER OPERATING SUPPLIES	PARK & RECREATION
		162.13								

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
161935	**4/10/2025**		**101598 BHE COMMUNITY SOLAR LLC**						**Continued...**	
	3/27/2025	1,726.47	FEB'25 SOLAR SUBSCRIPTION		4437	12208052A	6100.6371		ELECTRIC	WATER UTILITY
	3/27/2025	333.00	FEB'25 SOLAR SUBSCRIPTION		4438	12208052B	6100.6371		ELECTRIC	WATER UTILITY
		2,059.47								
161936	**4/10/2025**		**101296 BOLTON & MENK INC**							
	3/19/2025	10,357.50	SE SS EXTENSION/TRACT		4439	358708	4679.6313		ENGINEERING SERVICES	2024-31 - TRACT
	3/19/2025	2,710.50	TH 3 RRFB PRELIM ENGINEERING		4440	358709	4150.6313		ENGINEERING SERVICES	STREET IMPROVEMENT
		13,068.00								
161937	**4/10/2025**		**103530 BRAUN INTERTEC CORP**							
	4/4/2025	235.00	UMORE PARK BUILDING		4441	B423549	4100.6313	PUMORB	ENGINEERING SERVICES	PARK IMPROVEMENT
	3/21/2025	340.00	UMORE PARK BUILDING		4442	B422257	4100.6313	PUMORB	ENGINEERING SERVICES	PARK IMPROVEMENT
	3/27/2025	767.00	UMORE PARK BUILDING		4443	B422701	4100.6313	PUMORB	ENGINEERING SERVICES	PARK IMPROVEMENT
		1,342.00								
161938	**4/10/2025**		**101385 BUSINESS ESSENTIALS**							
	3/28/2025	61.72	OFFICE SUPPLIES		4444	WO-1340566-1	1510.6210		OFFICE SUPPLIES	PARK & RECREATION
	3/17/2025	44.04	OE-QT-83903-1		4445	OE-QT-83903-1	1220.6350		PRINTING COSTS	FIRE
		105.76								
161939	**4/10/2025**		**103489 CALLTOWER**							
	4/1/2025	2,286.67	MAR'25 CTADMIN TEAMS		4446	202490380	1120.6321		TELEPHONE	GENERAL GOVERNMENT
		2,286.67								
161940	**4/10/2025**		**101446 CCP NI MASTER TENANT 4, LLC**							
	3/28/2025	213.79	FEB'25 SOLAR SUBSCRIPTION		4447	FEB 2025.01	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
	3/28/2025	953.12	FEB'25 SOLAR SUBSCRIPTION		4448	FEB 2025.02	6100.6371	W114	ELECTRIC	WATER UTILITY
	3/28/2025	468.50	FEB'25 SOLAR SUBSCRIPTION		4449	FEB 2025.03	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
	3/28/2025	245.32	FEB'25 SOLAR SUBSCRIPTION		4450	FEB 2025.04	6100.6371	W107	ELECTRIC	WATER UTILITY
	3/28/2025	260.84	FEB'25 SOLAR SUBSCRIPTION		4451	FEB 2025.05	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
		2,141.57								
161941	**4/10/2025**		**103228 CEDAR RIDGE LANDSCAPING INC**							
	4/2/2025	20,823.31	LIFE TIME PAY APP 11		4452	0034101-32A-11	4312.6520		BUILDING AND STRUCTURES	2022-23 - LIFETIME CLUB
		20,823.31								
161942	**4/10/2025**		**103537 CENTRAL TURF & IRRIGATION SUPPLY**							
	3/31/2025	46.30	HOSE NOZZLE		4453	66503488-00	1520.6231		EQUIPMENT REPAIR SUPPLIES	PARKS MAINTENANCE
	3/24/2025	1,196.75	IRRIGATION PARTS		4454	65002430-00	1520.6231		EQUIPMENT REPAIR SUPPLIES	PARKS MAINTENANCE
		1,243.05								

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
161942	**4/10/2025**		**103537 CENTRAL TURF & IRRIGATION SUPPLY**						**Continued...**	
161943	**4/10/2025**		**100820 CENTURY COLLEGE**							
	3/20/2025	20,000.00	EMT CLASS - 8 FF'S		4455	1284801	1220.6317		OTHER PROFESSIONAL SERVICES	FIRE
		20,000.00								
161944	**4/10/2025**		**103541 CITY OF APPLE VALLEY**							
	4/1/2025	25,550.75	2ND QTR 2025 JPA		4457	8008	1140.6326		OTHER COMMUNICATION COSTS	COMMUNICATIONS
		25,550.75								
161945	**4/10/2025**		**100147 CNH ARCHITECTS**							
	3/31/2025	500.00	OLD PUBLIC WORKS PLANNING		4458	3483	4100.6312	PCENTR	ARCHITECT SERVICES	PARK IMPROVEMENT
		500.00								
161946	**4/10/2025**		**103555 COLLINS ELECTRICAL**							
	4/8/2025	1,022.00	3 NEW DOUBLE DUPLEX RECEPTACLE		4459	2531264.01	6500.6381		BUILDING REPAIRS AND MAINTENAN	ICE ARENA
		1,022.00								
161947	**4/10/2025**		**101554 CORE & MAIN LP**							
	1/31/2025	489.85	1.5-IN OMNI METER B/O		4460	W383120	6100.6237.01		WATER METER PURCHASES	WATER UTILITY
	3/20/2025	2,820.25	OMNI 2-IN T2 METERS & FLANGES		4461	W632446	6100.6237.01		WATER METER PURCHASES	WATER UTILITY
	3/20/2025	4,236.60	OMNI 4-IN METER & PARTS		4462	W635735	6100.6237.01		WATER METER PURCHASES	WATER UTILITY
	3/24/2025	1,100.00	OMNI 1.5-IN METER		4463	W573419	6100.6237.01		WATER METER PURCHASES	WATER UTILITY
	3/24/2025	5,841.49	OMNI 1.5-INCH METERS & FLANGES		4464	W568537	6100.6237.01		WATER METER PURCHASES	WATER UTILITY
		14,488.19								
161948	**4/10/2025**		**103560 CORPORATE MECHANICAL INC**							
	3/31/2025	588.00	MARCH - WEEKLY BOILER CHECKS		4465	W82541	1510.6384	00016100	MACHINERY & EQUIPMENT REPAIRS	PARK & RECREATION
		588.00								
161949	**4/10/2025**		**100211 CRAWFORD DOOR SALES CO**							
	4/3/2025	968.75	PM FS1		4466	56547	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
	3/31/2025	868.40	PM FS2		4467	56548	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
		1,837.15								
161950	**4/10/2025**		**103024 CUMMINS SALES AND SERVICE**							
	3/19/2025	1,211.66	GEN MAINTENANCE CITY HALL		4468	E4-250310970	1330.6384		MACHINERY & EQUIPMENT REPAIRS	FLEET MAINTENANCE
		1,211.66								
161951	**4/10/2025**		**101709 CUSTOM CAP & TIRE**							
	3/14/2025	777.48	TIRES		4469	270074448	1330.6232		TIRES	FLEET MAINTENANCE

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161951	**4/10/2025**		**101709 CUSTOM CAP & TIRE**						**Continued...**	
		777.48								
161952	**4/10/2025**		**103587 DAKOTA ELECTRIC ASSOCIATION**							
	3/26/2025	18.52	WELCOME SIGN - NORTH		4472	200010050261 03/25	6400.6371		ELECTRIC	STREET LIGHT UTILITY
	3/26/2025	12.16	JAYCEE PARK CONTROL BLDG		4473	200002005379 03/25	1520.6371		ELECTRIC	PARKS MAINTENANCE
	3/26/2025	23.50	WENSMANN POND MONITORING ST'N		4474	200003157294 03/25	6300.6371		ELECTRIC	STORM WATER UTILITY
	3/26/2025	25.58	SIREN #13		4475	200003776226 03/25	1320.6371		ELECTRIC	STREET MAINTENANCE
	3/26/2025	38.99	STORM DRAIN LIFT STATION #7		4476	200005601588 03/25	6300.6371	SWLS307	ELECTRIC	STORM WATER UTILITY
	3/26/2025	3,850.42	WELL #16		4477	200010007317 03/25	6100.6371	W116	ELECTRIC	WATER UTILITY
		3,969.17								
161953	**4/10/2025**		**101673 DUNDAS SOLAR HOLDINGS LLC**							
	3/25/2025	8,448.57	FEB'25 SOLAR SUBSCRIPTION		4478	2503-6951A	6500.6371		ELECTRIC	ICE ARENA
		8,448.57								
161954	**4/10/2025**		**103603 EARL F ANDERSEN INC**							
	3/26/2025	90.00	SANDBAGS		4479	0138921-IN	1320.6220		OPERATING SUPPLIES	STREET MAINTENANCE
	3/26/2025	114.35	E/V STICKERS		4480	0138929-IN	1320.6236		SIGN REPAIR SUPPLIES	STREET MAINTENANCE
		204.35								
161955	**4/10/2025**		**103605 ECM PUBLISHERS INC**							
	3/21/2025	233.00	AFFIDAVIT OF PUBLICATION		4481	1040834	4100.6343	PUMORB	LEGAL NOTICES	PARK IMPROVEMENT
	3/23/2025	250.00	EXPO REVEAL ADS		4482	1041053	2100.6342		OTHER ADVERTISING	PORT AUTHORITY
	3/28/2025	188.00	PROJECT 2025-02 PUBLICATION		4483	1041768	4323.6343		LEGAL NOTICES	2025-02 - 2025 STREET IMPROVEM
		671.00								
161956	**4/10/2025**		**103607 ECOLAB PEST**							
	3/31/2025	750.00	PEST CONTROL		4484	7723253	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
	4/1/2025	83.46	PEST CONTROL		4485	7918579	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
	4/1/2025	49.39	PEST CONTROL		4486	7918576	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
	4/1/2025	83.46	PEST CONTROL		4487	7918580	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
	3/24/2025	183.89	PEST CONTROL		4488	7684147	1510.6384	00016100	MACHINERY & EQUIPMENT REPAIRS	PARK & RECREATION
		1,150.20								

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161957	**4/10/2025**		**100091 FARMERS MILL & ELEVATOR**						**Continued...**	
	4/1/2025	20,106.64	FALL FERT APP		4489	T3144466	1520.6225		CHEMICAL SUPPLIES	PARKS MAINTENANCE
	4/1/2025	9,563.43	SUMMER FERT APP		4490	T3144467	1520.6225		CHEMICAL SUPPLIES	PARKS MAINTENANCE
	4/1/2025	22,629.00	SPRING FERT APP		4491	T3144463	1520.6225		CHEMICAL SUPPLIES	PARKS MAINTENANCE
		52,299.07								
161958	**4/10/2025**		**100240 FIRE SAFETY USA INC**							
	1/8/2025	287.95	PARTS		4492	199522	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		287.95								
161959	**4/10/2025**		**100156 GERTEN GREENHOUSES INC-446133**							
	4/2/2025	40.47	PEONY CAGES		4493	627797/1	1520.6220		OPERATING SUPPLIES	PARKS MAINTENANCE
	3/27/2025	1,478.00	C20 FOR TREES		4494	234850/12	1520.6235		LANDSCAPING SUPPLIES	PARKS MAINTENANCE
		1,518.47								
161960	**4/10/2025**		**103256 GLOBAL SPECIALTY CONTRACTORS**							
	4/2/2025	36,360.30	LIFETIME PAY APP 17		4495	04.2025 PAYMENT	4312.6520		BUILDING AND STRUCTURES	2022-23 - LIFETIME CLUB
		36,360.30								
161961	**4/10/2025**		**100734 GOLDEN OAK TREE SERVICE INC**							
	4/3/2025	3,500.00	TREE TRIMMING		4496	FEB'25 TRIMMING 01	1320.6385		OTHER REPAIRS AND MAINTENANCE	STREET MAINTENANCE
	4/3/2025	3,000.00	TREE TRIMMING		4497	FEB'25 TRIMMING 02	1320.6385		OTHER REPAIRS AND MAINTENANCE	STREET MAINTENANCE
	4/3/2025	4,000.00	TREE TRIMMING		4498	MAR'25 STREET TRIM	1320.6385		OTHER REPAIRS AND MAINTENANCE	STREET MAINTENANCE
	4/3/2025	900.00	TREE RREMOVALS		4499	FEB'25 PAYMENT.01	1520.6383	PCAMFI	IMPROVEMENT REPAIRS AND MAINTE	PARKS MAINTENANCE
	4/3/2025	2,400.00	TREE RREMOVALS		4500	FEB'25 PAYMENT.02	1520.6383	PCHARL	IMPROVEMENT REPAIRS AND MAINTE	PARKS MAINTENANCE
	4/3/2025	1,500.00	TREE REMOVAL		4501	JAN'25 TREE REMOVAL	1320.6385		OTHER REPAIRS AND MAINTENANCE	STREET MAINTENANCE
		15,300.00								
161962	**4/10/2025**		**103635 GOPHER STATE ONE-CALL**							
	3/31/2025	156.15	LOCATES		4502	5030726A	6100.6310		PROFESSIONAL SERVICES	WATER UTILITY
	3/31/2025	156.15	LOCATES		4503	5030726B	6200.6310		PROFESSIONAL SERVICES	SEWER UTILITY
	3/31/2025	156.15	LOCATES		4504	5030726C	6300.6310		PROFESSIONAL SERVICES	STORM WATER UTILITY
		468.45								
161963	**4/10/2025**		**103639 GRAINGER**							

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161963	**4/10/2025**		**103639 GRAINGER**						**Continued...**	
	4/1/2025	117.92	HAND CLEANER		4505	9458496131	1520.6221		CLEANING SUPPLIES	PARKS MAINTENANCE
	3/24/2025	2,633.48	STORAGE RACKING COMPONENTS		4506	9448460734	4316.6580		OTHER EQUIPMENT	2023-08 - PD & PW BUILDING (20
	3/26/2025	192.44	LABELS FOR LABEL MAKER		4507	9452689483	1520.6220		OPERATING SUPPLIES	PARKS MAINTENANCE
		2,943.84								
161964	**4/10/2025**		**103275 HARTY MECHANICAL INC**							
	4/2/2025	17,530.45	LIFE TIME PAY APP 16		4508	820621	4312.6520		BUILDING AND STRUCTURES	2022-23 - LIFETIME CLUB
		17,530.45								
161965	**4/10/2025**		**103645 HAWKINS INC**							
	3/21/2025	7,456.96	CHEMICALS		4509	7016610	6100.6225		CHEMICAL SUPPLIES	WATER UTILITY
		7,456.96								
161966	**4/10/2025**		**103650 HIGHLAND SANITATION & RECYCLING**							
	3/23/2025	320.97	MARCH GARBAGE SERVICE		4510	1370095A	1510.6374		TRASH	PARK & RECREATION
	3/23/2025	303.81	MARCH GARBAGE SERVICE		4511	1370095B	6500.6374		TRASH	ICE ARENA
	3/23/2025	94.50	MARCH GARBAGE SERVICE		4512	1370095C	1510.6374	00040704	TRASH	PARK & RECREATION
	3/23/2025	64.74	MARCH GARBAGE SERVICE		4513	1370095D	1510.6374	00016100	TRASH	PARK & RECREATION
	3/23/2025	5,026.53	MARCH GARBAGE SERVICE		4514	1370095E	1340.6374		TRASH	GOVERNMENT BUILDINGS
		5,810.55								
161967	**4/10/2025**		**103651 HOME DEPOT CREDIT SERVICE**							
	4/8/2025	77.09	BUILDING REPAIR		4515	3032817	1340.6233		BUILDING REPAIRS SUPPLIES	GOVERNMENT BUILDINGS
	1/28/2025	5,441.39	WORK BENCHES - CARPENTRY SHOP		4516	H2833-290947	4316.6580		OTHER EQUIPMENT	2023-08 - PD & PW BUILDING (20
	2/4/2025	222.18	BUILDING SUPPLIES		4517	6970413	1320.6233		BUILDING REPAIRS SUPPLIES	STREET MAINTENANCE
	4/2/2025	134.88	PACKOUT TOOL STATION FOR SHOP		4518	9011872	6100.6233		BUILDING REPAIRS SUPPLIES	WATER UTILITY
	4/1/2025	311.00	WORK BENCH		4519	WN12181770	1330.6242		MINOR EQUIPMENT	FLEET MAINTENANCE
	3/31/2025	660.00	BUILDING SUPPLIES		4520	1031597	1320.6233		BUILDING REPAIRS SUPPLIES	STREET MAINTENANCE
		6,846.54								
161968	**4/10/2025**		**103483 HORWITZ LLC**							
	3/24/2025	457.50	WATER SHUT OFF		4521	S500021519	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
		457.50								
161969	**4/10/2025**		**100672 HOSE/CONVEYORS INC**							
	4/7/2025	101.67	HOSE COUPLES		4522	113181	1520.6231		EQUIPMENT REPAIR SUPPLIES	PARKS MAINTENANCE
	1/30/2025	41.85	FITTINGS		4523	112267	1520.6231		EQUIPMENT REPAIR SUPPLIES	PARKS MAINTENANCE
		143.52								
161970	**4/10/2025**		**103357 HUEBSCH**							

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161970	**4/10/2025**		**103357 HUEBSCH**						**Continued...**	
	3/26/2025	36.69	MATS		4524	20395511	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
	3/26/2025	32.57	MATS		4525	20395520	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
	3/26/2025	95.19	MATS		4526	20395519	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
	3/26/2025	36.51	MATS		4527	20395498	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
	3/26/2025	110.81	MATS		4528	20395499	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
		311.77								
161971	**4/10/2025**		**100651 I STATE TRUCK CENTER**							
	3/27/2025	40.65	PARTS		4529	C242919552:01	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/13/2025	1,280.80	PARTS		4530	C242917593:02	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/12/2025	2,674.64	PARTS		4531	C242917593:01	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		3,996.09								
161972	**4/10/2025**		**103394 IMPERIAL DADE**							
	3/21/2025	32.26	HOSE DRAIN		4532	4357107A	1510.6226		OTHER OPERATING SUPPLIES	PARK & RECREATION
	3/21/2025	32.26	HOSE DRAIN		4533	4357107B	6500.6226		OTHER OPERATING SUPPLIES	ICE ARENA
	3/21/2025	20.38	HOSE DRAIN		4534	4357107C	1510.6226	00016100	OTHER OPERATING SUPPLIES	PARK & RECREATION
		84.90								
161973	**4/10/2025**		**100340 IN CONTROL INC**							
	3/31/2025	12,674.00	NEW PLC AT WELL 7		4535	S-INV02505	6100.6384	W107	MACHINERY & EQUIPMENT REPAIRS	WATER UTILITY
	3/31/2025	2,184.00	ENGINEERING SERVICES		4536	S-INV02482	6100.6313		ENGINEERING SERVICES	WATER UTILITY
		14,858.00								
161974	**4/10/2025**		**100547 INNOVATIVE OFFICE SOLUTIONS**							
	3/26/2025	196.06	ORBITAL-PAD RED		4537	IN4798724	1510.6226		OTHER OPERATING SUPPLIES	PARK & RECREATION
	3/19/2025	4,761.73	SCRUBMASTER B5 17" ORBITAL		4538	IN4793033	4050.6580		OTHER EQUIPMENT	EQUIPMENT IMPROVEMENT
		4,957.79								
161975	**4/10/2025**		**103298 JERRY'S FLOOR STORE**							
	1/25/2025	8,256.45	LIFE TIME PAY APP 11		4539	0034101-09C-11	4312.6520		BUILDING AND STRUCTURES	2022-23 - LIFETIME CLUB
		8,256.45								
161976	**4/10/2025**		**102086 KATH FUEL OIL SERVICE**							
	3/31/2025	2,572.40	OILS		4540	822585	1330.6223		OILS AND ADDITIVES	FLEET MAINTENANCE
		2,572.40								
161977	**4/10/2025**		**103668 KENNEDY & GRAVEN, CHARTERED**							
	3/18/2025	121.21	FINANCE DEPT RETAINER		4541	186863	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
	3/18/2025	2,323.24	ADMIN RETAINER LEGAL		4542	186862	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT

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161977	**4/10/2025**		**103668 KENNEDY & GRAVEN, CHARTERED**						**Continued...**	
	3/18/2025	80.81	ENG & PUB WORKS RETAINER LEGAL		4543	186864	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
	3/18/2025	181.82	PLANNING DEPT LEGAL RETAINER		4544	186865	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
	3/18/2025	868.68	PD RETAINER LEGAL		4545	186866	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
	3/18/2025	121.21	PERSONNEL MATTERS LEGAL		4546	186868	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
	3/18/2025	303.03	PARK & REC LEGAL		4547	186867	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
	3/18/2025	2,940.00	PORT AUTHORITY LEGAL		4548	186870	2100.6314		LEGAL SERVICES	PORT AUTHORITY
	3/18/2025	83.56	ADMIN NON RETAINER LEGAL		4549	186869A	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
	3/18/2025	136.50	ADMIN NON RETAINER LEGAL		4550	186869B	4314.6314		LEGAL SERVICES	2023-04 - 2023 PAVEMENT MGMT
		7,160.06								
161978	**4/10/2025**		**102941 KINESIC OPPORTUNITIES LLC**							
	4/7/2025	90.00	SUB FOR SENIOR YOGA CLASS		4551	04.07.2025 PAYMENT	1510.6310	00040603	PROFESSIONAL SERVICES	PARK & RECREATION
		90.00								
161979	**4/10/2025**		**103674 KRISS PREMIUM PRODUCTS**							
	3/10/2025	1,474.50	ARENA CHEMICALS		4552	193575	6500.6225		CHEMICAL SUPPLIES	ICE ARENA
		1,474.50								
161980	**4/10/2025**		**103341 LAKE VOLNEY SKI AND SIGNS**							
	2/18/2025	880.00	PARTS		4553	20	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		880.00								
161981	**4/10/2025**		**100072 LEAGUE-MN CITIES INS TRUST**							
	4/1/2025	1,237.27	WORKERS COMP BILL		4554	24267	2375.6362		WORKERS COMPENSATION INSURANCE	INSURANCE
		1,237.27								
161982	**4/10/2025**		**106099 LIFE TIME, INC.**							
	4/3/2025	183.08	SCHOLARSHIP PAYMENT		4555	CINV-179516	1110.6226		OTHER OPERATING SUPPLIES	LEGISLATIVE CONTROL
		183.08								
161983	**4/10/2025**		**106117 LTF REAL ESTATE COMPANY, INC.**							
	4/8/2025	1,800.00	ROW EASEMENT - CONNEMARA/AKRON		4557	34-58622-00-010	4320.6510		LAND	2024-20 - CONNEMARA & AKRON RO
		1,800.00								
161984	**4/10/2025**		**100830 MANSFIELD OIL COMPANY**							
	3/19/2025	703.52	300 GAL UNLEADED FUEL		4558	26322412	1330.6222		FUELS	FLEET MAINTENANCE
	3/19/2025	481.05	200 GAL DIESEL FUEL		4559	26322410	1330.6222		FUELS	FLEET MAINTENANCE
		1,184.57								

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161985	**4/10/2025**		**103690 MASTER ELECTRIC CO INC**						**Continued...**	
	3/31/2025	8,235.00	NEW VFD FOR LIFT 9		4560	SD55670	6200.6384	SSLS209	MACHINERY & EQUIPMENT REPAIRS	SEWER UTILITY
		8,235.00								
161986	**4/10/2025**		**100887 MCMULLEN INSPECTIONS INC**							
	4/1/2025	31,109.20	MARCH 2025 ELECT INSPECTIONS		4561	APRIL 2025 PAYMENT	1000.2281		ELECTRICAL INSPECTOR PAYABLE	GENERAL FUND BALANCE SHEET
		31,109.20								
161987	**4/10/2025**		**103718 MEI TOTAL ELEVATOR SOLUTIONS**							
	4/1/2025	193.53	MONTHLY PM		4562	1122147	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
		193.53								
161988	**4/10/2025**		**103697 MENARDS-APPLE VALLEY**							
	4/9/2025	89.99	MINOR EQUIPMENT SMALL TOOLS		4563	90560A	1520.6241		SMALL TOOLS	PARKS MAINTENANCE
	4/9/2025	946.16	MINOR EQUIPMENT SMALL TOOLS		4564	90560B	1330.6242		MINOR EQUIPMENT	FLEET MAINTENANCE
	4/7/2025	68.43	PLUMBING PARTS		4565	90463	1520.6220		OPERATING SUPPLIES	PARKS MAINTENANCE
	4/8/2025	153.09	HARDWARE		4566	90504	1520.6231		EQUIPMENT REPAIR SUPPLIES	PARKS MAINTENANCE
	4/4/2025	32.37	SUPPLIES		4567	90317	1520.6220		OPERATING SUPPLIES	PARKS MAINTENANCE
	2/28/2025	710.55	SHELVING MATERIALS AND COOLERS		4568	88583	1320.6224		SHOP SUPPLIES	STREET MAINTENANCE
	3/27/2025	879.00	MINOR EQUIPMENT & SUPPLIES		4569	89934A	1520.6242		MINOR EQUIPMENT	PARKS MAINTENANCE
	3/27/2025	79.13	MINOR EQUIPMENT & SUPPLIES		4570	89934B	1520.6220		OPERATING SUPPLIES	PARKS MAINTENANCE
	3/26/2025	151.60	SUPPLIES		4571	89851	1520.6220		OPERATING SUPPLIES	PARKS MAINTENANCE
	3/24/2025	25.96	ANT KILLER		4572	89741	1340.6225		CHEMICAL SUPPLIES	GOVERNMENT BUILDINGS
		3,136.28								
161989	**4/10/2025**		**103698 METRO AREA MGMT ASSN**							
	3/12/2025	35.00	MARCH MAMA MEETING		4573	2246	1130.6453		TRAINING COSTS	ADMINISTRATIVE SERVICES
		35.00								
161990	**4/10/2025**		**100316 METRO CITIES**							
	1/12/2025	8,873.00	2025 ANNUAL DUES		4574	2114	1130.6451		DUES AND SUBSCRIPTIONS	ADMINISTRATIVE SERVICES
		8,873.00								
161991	**4/10/2025**		**103699 METRO COUNCIL ENV SERV**							
	4/1/2025	157,862.15	MAY'25 WASTEWATER SERVICE		4575	1185295	6200.6375		SEWER	SEWER UTILITY
		157,862.15								
161992	**4/10/2025**		**103700 METRO COUNCIL ENV SERV**							
	4/1/2025	492,030.00	MARCH 2025 METRO SAC PMT		4576	MAR'25 PAYMENT.01	1000.2063		METRO SAC PAYABLE	GENERAL FUND BALANCE SHEET

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161992	**4/10/2025**		**103700 METRO COUNCIL ENV SERV**						**Continued...**	
	4/1/2025	4,920.30-	MARCH 2025 METRO SAC PMT		4577	MAR'25 PAYMENT.02	1000.4351		METRO SAC CHARGES	GENERAL FUND BALANCE SHEET
		487,109.70								
161993	**4/10/2025**		**101363 METRO SALES INC**							
	4/4/2025	103.68	COLOR COPIER PW/PD		4578	INV2757945	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	4/4/2025	140.09	COLOR COPIER PW RESOURCE RM		4579	INV2757944	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	4/4/2025	98.29	COLOR COPIER PW ADMIN AREA		4580	INV2757943	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	4/4/2025	100.99	COLOR COPIER PD OFFICER RM		4581	INV2757942	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	4/2/2025	95.96	COLOR COPIER CITY HALL		4582	INV2756180	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
		539.01								
161994	**4/10/2025**		**100446 MHSRC/DDP**							
	4/2/2025	684.00	55+ DRIVER DISCOUNT PROGRAM		4583	55383	1510.6310	00040603	PROFESSIONAL SERVICES	PARK & RECREATION
		684.00								
161995	**4/10/2025**		**102009 MINDFUL HEALTH**							
	3/31/2025	696.00	SENIOR YOGA CLASSES		4584	03.31.2025 PAYMENT	1510.6310	00040603	PROFESSIONAL SERVICES	PARK & RECREATION
		696.00								
161996	**4/10/2025**		**100073 MN DEPT OF HEALTH**							
	3/27/2025	23.00	WATER LICENSE RENEWAL		4585	03.28.2025 PAYMENT	6100.6451		DUES AND SUBSCRIPTIONS	WATER UTILITY
		23.00								
161997	**4/10/2025**		**101168 MN OCC HEALTH - LOCKBOX 135054**							
	3/31/2025	626.00	MOH SCREENINGS		4587	487545	1180.6315		PRE-EMPLOYMENT SCREENING SERVIHUMAN RESOURCES	
	2/28/2025	982.00	MOH SCREENING SERVICES		4588	484450	1180.6315		PRE-EMPLOYMENT SCREENING SERVIHUMAN RESOURCES	
		1,608.00								
161998	**4/10/2025**		**103732 MN VALLEY TESTING LABS**							
	3/21/2025	69.00	MANGANESE TESTING		4589	1297693	6100.6310		PROFESSIONAL SERVICES	WATER UTILITY
		69.00								
161999	**4/10/2025**		**103343 NEOTREKS INC**							
	4/1/2025	540.00	PLOWOPS		4591	4366	1320.6310		PROFESSIONAL SERVICES	STREET MAINTENANCE
		540.00								
162000	**4/10/2025**		**100216 NIEBUR TRACTOR & EQUIP**							

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162000	**4/10/2025**		**100216 NIEBUR TRACTOR & EQUIP**						**Continued...**	
	4/7/2025	102.06	KUBOTA MIRROR		4592	01-206900	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		102.06								
162001	**4/10/2025**		**103747 NORTHERN SAFETY TECH**							
	3/6/2025	223.50	PARTS AND LABOR		4593	59086A	1330.6384		MACHINERY & EQUIPMENT REPAIRS	FLEET MAINTENANCE
	3/6/2025	30.00	PARTS AND LABOR		4594	59086B	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/31/2025	83.30	PARTS		4595	59214	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		336.80								
162002	**4/10/2025**		**102865 NOVAK WEATHER CONSULTANTS**							
	4/1/2025	249.00	WEATHER CONSULTANT		4596	1276	1320.6310		PROFESSIONAL SERVICES	STREET MAINTENANCE
		249.00								
162003	**4/10/2025**		**103324 OLYMPIC COMPANIES INC**							
	1/7/2025	34,512.55	LIFETIME PAY APP 14		4597	0034101-09A-14	4312.6520		BUILDING AND STRUCTURES	2022-23 - LIFETIME CLUB
		34,512.55								
162004	**4/10/2025**		**103426 PARAGON BUILDERS**							
	3/28/2025	31,359.72	FINAL PAYMENT - FS1 FACADE PRO		4598	5	4315.6381		BUILDING REPAIRS AND MAINTENAN	2023-06 - FIRE STATION #1
		31,359.72								
162005	**4/10/2025**		**102006 PELLICCI ACE ROSEMOUNT**							
	4/9/2025	38.97	HOSE REPAIRS		4599	13579/R	1340.6233		BUILDING REPAIRS SUPPLIES	GOVERNMENT BUILDINGS
	4/7/2025	18.36	HARDWARE		4600	13567/R	1520.6231		EQUIPMENT REPAIR SUPPLIES	PARKS MAINTENANCE
	4/4/2025	35.95	HARDWARE		4601	13556/R	1520.6226		OTHER OPERATING SUPPLIES	PARKS MAINTENANCE
	4/4/2025	3.99	PLUMBING GREASE		4602	13555/R	1520.6226		OTHER OPERATING SUPPLIES	PARKS MAINTENANCE
	3/12/2025	99.92	BUILDING SUPPLIES		4603	13452/R	6500.6233		BUILDING REPAIRS SUPPLIES	ICE ARENA
	2/18/2025	79.80	TEFLON TAPE		4604	13352/R	1520.6231		EQUIPMENT REPAIR SUPPLIES	PARKS MAINTENANCE
	2/7/2025	121.91	BATTERIES		4605	13312/R	4100.6224		SHOP SUPPLIES	PARK IMPROVEMENT
	3/31/2025	38.31	ROPE AND BOLTS		4606	13535/R	1520.6220		OPERATING SUPPLIES	PARKS MAINTENANCE
	3/20/2025	9.98	HARDWARE		4607	13496/R	1520.6231		EQUIPMENT REPAIR SUPPLIES	PARKS MAINTENANCE
	3/20/2025	70.12	HARDWARE		4608	13495/R.01	4100.6530	PDUNMO	IMPROVEMENTS OTHER THAN BUILDI	PARK IMPROVEMENT
	3/20/2025	70.11	HARDWARE		4609	13495/R.02	4100.6530	PTALAM	IMPROVEMENTS OTHER THAN BUILDI	PARK IMPROVEMENT
		587.42								
162006	**4/10/2025**		**101002 PIONEER ATHLETICS & MTP**							
	4/4/2025	3,224.16	PAINT - OPERATING SUPPLIES		4610	INV-243957	1520.6220		OPERATING SUPPLIES	PARKS MAINTENANCE
	3/31/2025	7,294.50	FIELD PAINT		4611	INV-243182	1520.6220		OPERATING SUPPLIES	PARKS MAINTENANCE
		10,518.66								

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162007	**4/10/2025**		**102030 POPP, STACEY**						**Continued...**	
	3/31/2025	264.00	SENIOR YOGA CLASSES		4628	03.31.2025 PAYMENT	1510.6310	00040603	PROFESSIONAL SERVICES	PARK & RECREATION
		264.00								
162008	**4/10/2025**		**103764 R & R SPECIALTIES OF WI**							
	3/27/2025	90.00	BLADE SHARPENING		4612	0085078-IN	6500.6242		MINOR EQUIPMENT	ICE ARENA
		90.00								
162009	**4/10/2025**		**100196 RDO EQUIPMENT CO**							
	3/13/2025	2,867.83	PARTS		4613	P6548401	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/19/2025	590.69	PARTS		4614	P2835770	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		3,458.52								
162010	**4/10/2025**		**100888 REGENTS OF THE UNIVERSITY OF MN**							
	3/31/2025	35.00	TRAFFIC SAFTEY COURSE LTAP		4615	2110014647	1320.6453		TRAINING COSTS	STREET MAINTENANCE
		35.00								
162011	**4/10/2025**		**102449 ROCK HARD LANDSCAPE SUPPLY**							
	4/7/2025	24.00	PAVERS		4616	3198314	1520.6235		LANDSCAPING SUPPLIES	PARKS MAINTENANCE
		24.00								
162012	**4/10/2025**		**101406 RYAN & GORDYS GLASS-**							
	3/14/2025	714.88	WINDSHIELD AND LABOR		4617	1-25456A	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	3/14/2025	275.00	WINDSHIELD AND LABOR		4618	1-25456B	1330.6384		MACHINERY & EQUIPMENT REPAIRS	FLEET MAINTENANCE
		989.88								
162013	**4/10/2025**		**103783 S.M. HENTGES & SONS INC**							
	4/2/2025	41,350.60	LIFE TIME PAY APP 14		4619	0123-01264 LIFE TIME ATH	4312.6520		BUILDING AND STRUCTURES	2022-23 - LIFETIME CLUB
		41,350.60								
162014	**4/10/2025**		**106118 SCHAEPPI, LISA**							
	3/31/2025	300.00	SC DAMAGE DEPOSIT REFUND		4556	84645298	1000.2204	00016100	P&R - REFUND CLEARING	GENERAL FUND BALANCE SHEET
		300.00								
162015	**4/10/2025**		**106116 SDA CONSULTING INC.**							
	3/31/2025	1,480.00	CHAMBERS ACOUSTICS REVIEW		4620	2296	2300.6310		PROFESSIONAL SERVICES	PEG FEES
		1,480.00								
162016	**4/10/2025**		**100437 SHANNON PARK ELEMENTARY**							

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162016	**4/10/2025**		**100437 SHANNON PARK ELEMENTARY**						**Continued...**	
	3/31/2025	500.00	DAMAGE DEPOSIT REFUND		4621	79344650	1000.2204		P&R - REFUND CLEARING	GENERAL FUND BALANCE SHEET
		500.00								
162017	**4/10/2025**		**103782 SHERWIN WILLIAMS - AV**							
	3/31/2025	79.42	FOR SHELVES IN SHOP		4622	2096-2	1520.6220		OPERATING SUPPLIES	PARKS MAINTENANCE
		79.42								
162018	**4/10/2025**		**100194 SHI INTERNATIONAL CORP**							
	3/24/2025	276.00	CABLES AND ADPATER FOR EOC		4623	B19533770	1120.6220		OPERATING SUPPLIES	GENERAL GOVERNMENT
	3/21/2025	8.00	USB C TO USB A ADAPTER		4624	B19525989	1120.6220		OPERATING SUPPLIES	GENERAL GOVERNMENT
		284.00								
162019	**4/10/2025**		**103779 SHORT ELLIOT HENDRICKSON**							
	3/18/2025	2,250.76	CSAH 42 WM EXT		4625	484886	4504.6313		ENGINEERING SERVICES	2024-08 - CSAH 42/BLAINE AVENU
		2,250.76								
162020	**4/10/2025**		**100298 SRF CONSULTING GROUP INC**							
	3/31/2025	1,970.22	PEDESTRIAN CROSSING STUDY		4626	17740.00-8	4150.6313		ENGINEERING SERVICES	STREET IMPROVEMENT
	3/31/2025	20,241.18	ENGINEERING OF DUNMORE GREENWA		4627	12387.00-23	4100.6313	PGREEN	ENGINEERING SERVICES	PARK IMPROVEMENT
		22,211.40								
162021	**4/10/2025**		**102424 TARGET SOLUTIONS LEARNING LLC**							
	4/30/2025	6,135.80	TRAINING SOFTWARE ANNUAL RENEW		4629	INV114223	1220.6451		DUES AND SUBSCRIPTIONS	FIRE
		6,135.80								
162022	**4/10/2025**		**106114 THOMPSON, CHRISTINE**							
	3/26/2025	100.00	SENIOR JEWELRY CLASS		4456	03.26.2025 PAYMENT	1510.6310	00040603	PROFESSIONAL SERVICES	PARK & RECREATION
		100.00								
162023	**4/10/2025**		**103807 TRI STATE BOBCAT INC**							
	3/25/2025	109.37	PARTS		4630	P34698	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		109.37								
162024	**4/10/2025**		**100264 TROPHIES PLUS OF HASTINGS LLC**							
	3/27/2025	270.00	AWARDS FOR FIRE BANQUET		4631	4247	1220.6210		OFFICE SUPPLIES	FIRE
		270.00								
162025	**4/10/2025**		**103811 TWIN CITY HARDWARE**							
	3/28/2025	366.91	DOOR SWITCH RELEASE REPAIR		4632	PSI2323866	1340.6385		OTHER REPAIRS AND MAINTENANCE	GOVERNMENT BUILDINGS

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162025	**4/10/2025**		**103811 TWIN CITY HARDWARE**						**Continued...**	
	4/2/2025	1,990.65	LIFE TIME PAY APP 6		4633	PA6	4312.6520		BUILDING AND STRUCTURES	2022-23 - LIFETIME CLUB
	3/21/2025	800.00	LOCK REPAIR FS2		4634	PSI2322317	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
		3,157.56								
162026	**4/10/2025**		**103817 UNLIMITED SUPPLIES INC**							
	3/28/2025	232.51	SUPPLIES		4635	489500	1520.6220		OPERATING SUPPLIES	PARKS MAINTENANCE
		232.51								
162027	**4/10/2025**		**106115 VALBRIDGE PROPERTY ADVISOR**							
	3/27/2025	3,500.00	APPRAISAL		4636	MN02-25-5771	2100.6310		PROFESSIONAL SERVICES	PORT AUTHORITY
		3,500.00								
162028	**4/10/2025**		**103822 VAN PAPER COMPANY**							
	1/16/2025	33.60	SPOONS		4637	096327-01	1340.6226		OTHER OPERATING SUPPLIES	GOVERNMENT BUILDINGS
		33.60								
162029	**4/10/2025**		**103824 VERIZON WIRELESS**							
	3/23/2025	41.64	CELLULAR SERVICE 03/23/2025		4665	6109263350A	1180.6321		TELEPHONE	HUMAN RESOURCES
	3/23/2025	283.33	CELLULAR SERVICE 03/23/2025		4666	6109263350B	1240.6321		TELEPHONE	BUILDING INSPECTIONS
	3/23/2025	74.17	CELLULAR SERVICE 03/23/2025		4667	6109263350C	1340.6321		TELEPHONE	GOVERNMENT BUILDINGS
	3/23/2025	33.34	CELLULAR SERVICE 03/23/2025		4668	6109263350D	1310.6321		TELEPHONE	ENGINEERING
	3/23/2025	98.69	CELLULAR SERVICE 03/23/2025		4669	6109263350E	1320.6321		TELEPHONE	STREET MAINTENANCE
	3/23/2025	201.68	CELLULAR SERVICE 03/23/2025		4670	6109263350F	1510.6321		TELEPHONE	PARK & RECREATION
	3/23/2025	404.63	CELLULAR SERVICE 03/23/2025		4671	6109263350G	1520.6321		TELEPHONE	PARKS MAINTENANCE
	3/23/2025	193.19	CELLULAR SERVICE 03/23/2025		4672	6109263350H	6100.6321		TELEPHONE	WATER UTILITY
	3/23/2025	193.19	CELLULAR SERVICE 03/23/2025		4673	6109263350I	6200.6321		TELEPHONE	SEWER UTILITY
	3/23/2025	46.64	CELLULAR SERVICE 03/23/2025		4674	6109263350J	1330.6321		TELEPHONE	FLEET MAINTENANCE
	3/23/2025	314.81	CELLULAR SERVICE 03/23/2025		4675	6109263350K	6300.6321		TELEPHONE	STORM WATER UTILITY
		1,885.31								
162030	**4/10/2025**		**100253 VIKING AUTOMATIC SPRINKLER CO**							
	4/1/2025	680.00	ANNUAL TEST		4638	1025-F411630	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
	4/1/2025	445.00	ANNUAL TEST		4639	1025-F411628	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
	4/1/2025	445.00	ANNUAL TEST		4640	1025-F411631	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
	4/1/2025	445.00	ANNUAL TEST		4641	1025-F411633	1340.6381		BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
		2,015.00								
162031	**4/10/2025**		**100469 VONBANK LAWN CARE**							
	3/31/2025	1,161.25	SNOW REMOVAL LIBRARY		4642	25562701	1320.6317		OTHER PROFESSIONAL SERVICES	STREET MAINTENANCE
		1,161.25								

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162031	**4/10/2025**		**100469 VONBANK LAWN CARE**						**Continued...**	
162032	**4/10/2025**		**103829 WAKOTA MUTUAL AID FF ASSO**							
	2/1/2025	50.00	YEARLY DUES		4643	WAKOTA2024 DUES STATEMENT	1220.6451		DUES AND SUBSCRIPTIONS	FIRE
		50.00								
162033	**4/10/2025**		**102490 WARSAW SOLAR, LLC**							
	3/25/2025	4,574.80	FEB'25 SOLAR SUBSCRIPTION		4644	2503-6994F.01	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
	3/25/2025	488.08	FEB'25 SOLAR SUBSCRIPTION		4645	2503-6994F.02	6100.6371	W110	ELECTRIC	WATER UTILITY
	3/25/2025	7,250.29	FEB'25 SOLAR SUBSCRIPTION		4646	2503-6994F.03	6500.6371		ELECTRIC	ICE ARENA
	3/25/2025	2,230.98	FEB'25 SOLAR SUBSCRIPTION		4647	2503-6994F.04	6100.6371	W112	ELECTRIC	WATER UTILITY
	3/25/2025	433.00	FEB'25 SOLAR SUBSCRIPTION		4648	2503-6994F.05	6100.6371	W107	ELECTRIC	WATER UTILITY
	3/25/2025	185.44	FEB'25 SOLAR SUBSCRIPTION		4649	2503-6994F.06	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
		15,162.59								
162034	**4/10/2025**		**102481 WHITEWOOD GRAPHICS**							
	3/31/2025	326.00	STEEPLE CENTER PARKING SIGNS		4650	3385R	1510.6242	00016100	MINOR EQUIPMENT	PARK & RECREATION
		326.00								
162035	**4/10/2025**		**103375 WRIGHT-HENNEPIN COOP ELECTRIC**							
	3/27/2025	27.95	FIRE PANEL MONITORING 04/30/20		4651	35032062659	1510.6384	00016100	MACHINERY & EQUIPMENT REPAIRS	PARK & RECREATION
		27.95								
162036	**4/10/2025**		**103832 WSB AND ASSOCIATES INC**							
	4/21/2025	4,979.50	DESIGN WORK BLOOMFIELD TENNIS		4652	R-027966-000-2	4000.6312	PBLOOM	ARCHITECT SERVICES	BUILDING IMPROVEMENT
	3/21/2025	769.75	DESIGN WORK FLINT HILLS TRAIL		4653	R-023450-000-18	4100.6312	PFLINT	ARCHITECT SERVICES	PARK IMPROVEMENT
	3/3/2025	251.00	2025 GENERAL STORMWATER		4654	R-026820-000-1	6300.6313		ENGINEERING SERVICES	STORM WATER UTILITY
		6,000.25								
162037	**4/10/2025**		**103833 XCEL ENERGY**							
	3/27/2025	103.12	PRV STATION		4655	51-0015012796-4 03/25	6100.6371	WH101	ELECTRIC	WATER UTILITY
	3/25/2025	321.46	FH REC COMPLEX IRRIGATION		4656	51-0010071743-0 03/25	1520.6371		ELECTRIC	PARKS MAINTENANCE
	3/25/2025	1,031.90	UMORE LIGHTS & IRRIGATION		4657	51-0519839-2 03/25	1520.6371		ELECTRIC	PARKS MAINTENANCE
	3/25/2025	132.52	RSMT SC-ACTIVITY CENTER		4658	51-0011108910-3 03/25	1510.6371	00016100	ELECTRIC	PARK & RECREATION
	3/26/2025	265.94	ERICKSON PARK TENNIS COURTS		4659	51-0010575696-0 03/25	1520.6371		ELECTRIC	PARKS MAINTENANCE

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162037	**4/10/2025**		**103833 XCEL ENERGY**						**Continued...**	
	3/26/2025	78.99	SIGNAL & STREET LIGHTS		4660	51-8053588-8 03/25	6400.6371		ELECTRIC	STREET LIGHT UTILITY
	3/25/2025	5,903.26	POLICE & PUBLIC WORKS BLDG		4661	51-0014435615-1 03/25	4316.6371		ELECTRIC	2023-08 - PD & PW BUILDING (20
	3/25/2025	57.55	AKRON AVE. PEDESTRIAN UNDERPAS		4662	51-0014938599-6 03/25	6400.6371		ELECTRIC	STREET LIGHT UTILITY
	3/25/2025	1,054.90	WELL #15		4663	51-8807010-0 03/25	6100.6371	W115	ELECTRIC	WATER UTILITY
		8,949.64								
162038	**4/10/2025**		**100775 YALE MECHANICAL LLC**							
	3/25/2025	2,730.47	FURNACE REPAIR JAYCEE		4664	267308	1340.6381	PJAYCE	BUILDING REPAIRS AND MAINTENAN	GOVERNMENT BUILDINGS
		2,730.47								
25033100	**3/31/2025**		**100272 MN ENERGY RESOURCES CORP**							
	3/31/2025	18.00	RSMT SC-ASSEMBLY HALL		3882	0504741418-01 02/25	1510.6373	00016100	GAS	PARK & RECREATION
		18.00								
25033101	**3/31/2025**		**100272 MN ENERGY RESOURCES CORP**							
	3/31/2025	65.16	WELL# 8		3881	0505173085-01 02/25	6100.6373	W108	GAS	WATER UTILITY
		65.16								
25033102	**3/31/2025**		**100272 MN ENERGY RESOURCES CORP**							
	3/31/2025	125.57	WELL# 9		3885	0502574702-01 02/25	6100.6373	W109	GAS	WATER UTILITY
		125.57								
25033103	**3/31/2025**		**100272 MN ENERGY RESOURCES CORP**							
	3/31/2025	167.98	CENTRAL PARK BUILDING		3883	0504510160-01 02/25	1520.6373		GAS	PARKS MAINTENANCE
		167.98								
25033104	**3/31/2025**		**100272 MN ENERGY RESOURCES CORP**							
	3/31/2025	190.99	JAYCEE PARK SHELTER		3880	0505316075-01 02/25	1520.6373		GAS	PARKS MAINTENANCE
		190.99								
25033105	**3/31/2025**		**100272 MN ENERGY RESOURCES CORP**							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
25033105	**3/31/2025**		**100272 MN ENERGY RESOURCES CORP**						**Continued...**	
	3/31/2025	715.81	PW BUILDINGS 1ST METER		3887	0502350036-01 02/25	1340.6373		GAS	GOVERNMENT BUILDINGS
		715.81								
25033106	**3/31/2025**		**100272 MN ENERGY RESOURCES CORP**							
	3/31/2025	768.54	RSMT SC-ACTIVITY CENTER		3878	0507933425-01 02/25	1510.6373	00016100	GAS	PARK & RECREATION
		768.54								
25033107	**3/31/2025**		**100272 MN ENERGY RESOURCES CORP**							
	3/31/2025	1,200.54	FIRE STATION #1		3884	0502798212-01 02/25	1340.6373		GAS	GOVERNMENT BUILDINGS
		1,200.54								
25033108	**3/31/2025**		**100272 MN ENERGY RESOURCES CORP**							
	3/31/2025	1,859.43	PW BUILDINGS 2ND METER		3886	0502440191-01 02/25	1340.6373		GAS	GOVERNMENT BUILDINGS
		1,859.43								
25033109	**3/31/2025**		**100272 MN ENERGY RESOURCES CORP**							
	3/31/2025	3,148.11	CH CARPENTER SHOP GENERATOR		3879	0506007839-01 02/25	1340.6373		GAS	GOVERNMENT BUILDINGS
		3,148.11								
25040701	**4/7/2025**		**103759 PUBLIC EMPLOYEE**							
	4/3/2025	85,303.42			4380	04022516214015	7020.2132.01		PERA WITHHOLDING	PAYROLL FUND
		85,303.42								
25040702	**4/7/2025**		**100001 INTERNAL REVENUE SERVICE**							
	4/3/2025	80.36			4373	0401251042261	7020.2131.02		FICA/MEDICARE WITHHOLDING	PAYROLL FUND
	4/3/2025	42,641.25			4374	0402251621401	7020.2131.01		FEDERAL WITHHOLDING	PAYROLL FUND
	4/3/2025	48,412.98			4385	0402251621402	7020.2131.02		FICA/MEDICARE WITHHOLDING	PAYROLL FUND
		91,134.59								
25040801	**4/8/2025**		**103031 BPAS-BENEFIT PLANS ADMIN SRVS**							
	4/3/2025	45.00			4390	0402251621406	7020.2133.06		VEBA CONTRIBUTIONS	PAYROLL FUND
		45.00								
25040802	**4/8/2025**		**103710 MN CHILD SUPPORT**							
	4/3/2025	127.36			4376	04022516214011	7020.2136.01		CHILD SUPPORT	PAYROLL FUND

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
25040802	**4/8/2025**		**103710 MN CHILD SUPPORT**						**Continued...**	
		127.36								
25040803	**4/8/2025**		**103032 WEX HEALTH INC**							
	4/3/2025	5,279.02			4391	0402251621407	7020.2133.05		HSA CONTRIBUTIONS	PAYROLL FUND
		5,279.02								
25040804	**4/8/2025**		**103741 NATIONWIDE RETIREMENT SOL**							
	4/3/2025	6,492.00			4378	04022516214013	7020.2134.03		DEFERRED COMPENSATION - NATION	PAYROLL FUND
		6,492.00								
25040805	**4/8/2025**		**100447 MN STATE RETIREMENT SYSTEM**							
	4/3/2025	14,195.15			4388	0402251621404	7020.2134.02		DEFERRED COMPENSATION - MSRS	PAYROLL FUND
		14,195.15								
25040806	**4/8/2025**		**103032 WEX HEALTH INC**							
	4/3/2025	5,279.02			4391	0402251621407	7020.2133.05		HSA CONTRIBUTIONS	PAYROLL FUND
		5,279.02								
25040808	**4/8/2025**		**100447 MN STATE RETIREMENT SYSTEM**							
	4/3/2025	14,195.15			4388	0402251621404	7020.2134.02		DEFERRED COMPENSATION - MSRS	PAYROLL FUND
		14,195.15								
25040809	**4/8/2025**		**100002 MN DEPT OF REVENUE**							
	4/3/2025	19,591.99			4387	0402251621403	7020.2131.03		STATE WITHHOLDING	PAYROLL FUND
		19,591.99								
25070807	**4/8/2025**		**103741 NATIONWIDE RETIREMENT SOL**							
	4/3/2025	6,492.00			4378	04022516214013	7020.2134.03		DEFERRED COMPENSATION - NATION	PAYROLL FUND
		6,492.00								
		1,562,645.52	Grand Total							

Payment Instrument Totals

Checks	1,303,198.95
EFT Payments	256,394.83
A/P ACH Payment	3,051.74
Total Payments	1,562,645.52

ROSEMOUNT CITY COUNCIL
REGULAR MEETING PROCEEDINGS
APRIL 1, 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, April 1, 2025, at 7:00 PM. in Rosemount Council Chambers, 2875 145th Street West.

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

APPROVAL OF AGENDA

Motion by Weisensel **Second by** Essler
Motion to approve agenda
Ayes: 5.
Nays: None. Motion Carried.

PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS

a. Presentation of Award for Kicks 4 A Cure

Dakota County Regional Chamber of Commerce President, Jon Althoff, presented awards to Councilmember Theisen for the most kicks and Mayor Weisensel for the most money raised for the Kicks 4 A Cure Campaign which the funds raised are for the American Cancer Society's work on breast cancer.

b. Wyland National Mayor's Challenge for Water Conservation

Parks and Recreation Director Schultz presented the annual national Mayor's challenge for water conservation. 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. The City Council read the proclamation.

Motion by Weisensel **Second by** Theisen
Motion to announce the attached proclamation.
Ayes: 5.
Nays: None. Motion Carried.

RESPONSE TO PUBLIC COMMENT

None.

PUBLIC COMMENT

None.

CONSENT AGENDA

Mayor Weisensel pulled item 6.i. for further discussion.

Motion by Klimpel **Second by** Essler

Motion to approve consent agenda with item 6.i. pulled for further discussion.
Ayes: 5.
Nays: None. Motion Carried.

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

The City Council does not intend to make any appointments to the Environmental and Sustainability Commission until further notice.

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

Mayor Weisensel pulled this item for further discussion. Community Development Kienberger further discussed the League of MN Cities asked Rosemount to consider adopting a resolution stating position opposing proposed legislation seeking to preempt local zoning authority to solve a nationwide housing shortage. Mr. Kienberger noted while this is an issue, there are other ways to resolve the issue.

Mayor Weisensel noted at the work session this evening, the City Council was presented a housing study presentation and the study showed positivity in the foreseeable future for Rosemount handling the housing shortage. The City Council read the resolution.

Motion by Weisensel **Second by** Theisen

Motion to approve the attached resolution supporting the retention of city zoning authority.
Ayes: 5.
Nays: None. Motion Carried.

j. The Morrison 2nd Addition Final Plat

k. Approve Reimbursement Agreement with Gigapower

PUBLIC HEARINGS

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

ANNOUNCEMENTS

a. City Staff Updates

City Administrator Martin introduced several undergraduate students from Bethel University in the audience as Mr. Martin presented to their class last week. Mayor Weisensel reopened the public comment and allowed each student to introduce themselves and share a few highlights regarding their future goals.

b. Upcoming Community Calendar

Mayor Weisensel reviewed the calendar of events and upcoming meetings.

ADJOURNMENT

There being no further business to come before the City Council at the regular council meeting and upon a motion by Weisensel and a second by Essler the meeting was adjourned at 7:33 p.m.

Respectfully submitted,

Erin Fasbender
City Clerk

ROSEMOUNT CITY COUNCIL
WORK SESSION PROCEEDINGS
APRIL 1, 2025

CALL TO ORDER

Pursuant to due call and notice thereof, a work session of the Rosemount City Council was held on Tuesday, April 1, 2025, at 5:00 PM. in Rosemount Conference Room, 2875 145th Street West.

Mayor Weisensel called the meeting to order with Councilmembers Essler, Theisen and Klimpel. Councilmember Freske was absent until 7 p.m.

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. Dakota County CDA Housing Study Presentation

Bowen National Research and the Dakota County Community Development Agency (CDA) presented a housing needs assessment for Rosemount and Dakota County. The study highlighted trends, economic conditions, existing housing stock, quantified rental and for-sale housing gaps by various levels of affordability and recommended housing strategies.

Community Development Director Kienberger noted the numbers within the presentation were finalized in November and with that, the numbers continue to change daily. Current platted lots were not included within the presented numbers. Based on the current numbers and projected numbers, the housing market in Rosemount is heading in the right direction in Rosemount to meet all housing needs.

b. US Highway 52/Trunk Highway 55/CSAH 42 Phase I Corridor Study Update & Final Report

Public Works Director, Egger, introduced KLG Engineering who presented results of a triangle study and vision for county road 42, highway 52 and 55. KLM identified the specific regional benefits of rerouting highway 55 to highway 52 and county road 42, the stakeholders behind a long-term vision for the area and the capital funding needs for MnDOT, Dakota County and Rosemount. The projected area benefits include promote long-term safety and sustainability, improves reliability and capacity and aligns with local growth plans.

The concept plans include the courthouse boulevard (old highway 55) will provide business access with 1/5 the traffic conflicts. The City would take ownership of this road and an agreement would need to be put in place to ensure the roadway is given in a 20-year condition.

KLG noted surveys were conducted to all the businesses impacted by this project. The next steps and tentative plan are to determine design costs, funding scenarios, access management, continued cost participation, confirm trail alignment and finalize interchange design features. The plan will likely take 5 years to implement as there are a lot of components to consider for this project, i.e. state and county transportation plans, funding, possible bridge replacement, etc.

The City Council is in favor of the project moving forward. The project information will be on the MNDot website in the near future for the public to view.

UPDATES

a. Staff Reports

Community Development

Community Development Director Kienberger noted the Speedway valuation did not come back favorable, and staff will be pursuing a second valuation as the city is interested in pursuing this property.

Mayor Weisensel adjourned to the regular meeting at 6:55 p.m.

Mayor Weisensel called the meeting back to order at 7:39 p.m.

Administrative Services Department

City Administrator Martin discussed the exterior sign issue at the new Public Works and Police Department Campus. The sign is challenging to see outside the building when in certain areas. The cost to fix the signage so the sign is visible for all is approximately $40,000. The entire project came in under budget and the City Council agrees to fix the sign as this is a legacy project to be proud of.

City Council

Councilmember Freske questioned the communication plan for the road construction this summer. City Administrator Martin noted staff is finalizing a communication plan that will be shared with the public soon.

ADJOURNMENT

There being no further business to come before the City Council at the regular council meeting and upon a motion by Weisensel the meeting was adjourned at 8:01 p.m.

Respectfully submitted,

Erin Fasbender
City Clerk

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: April 15, 2025

AGENDA ITEM: Approval of Council Travel	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY: Erin Fasbender, City Clerk	**AGENDA NO.** 6.d.
ATTACHMENTS:	**APPROVED BY:** LJM
RECOMMENDED ACTION: Approve travel for Mayor Weisensel to attend National League Summer Board and Leadership Meeting	

BACKGROUND

Mayor Weisensel has expressed interest in attending the National League of Cities (NLC) Summer Board and Leadership Meeting July 16-18, 2025 in Columbus, OH. According to the City's adopted policy, the conference must be approved in advance by a vote of the City Council at an open meeting and must include an estimate cost of the travel. In evaluating the out-of-state travel request, the Council will consider the following:

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

The estimated cost for Mayor Weisensel to attend NLC Summer Board and Leadership Meeting is $667 for airfare, $180 for travel & parking and $234 plus tax for hotel fees per night. The registration fee to attend the meeting is free. The applicable "meals and incidental expense" rate for Columbus, OH is $80 per day and $60 for first and last day of travel.

RECOMMENDATION

Staff recommends the City Council approve the request of Mayor Weisensel to travel to the meeting.

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: April 15, 2025

AGENDA ITEM:	Approval of Dakota County to Join the MVTA Board of Commissioners	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY:	Erin Fasbender, City Clerk	**AGENDA NO.** 6.e.
ATTACHMENTS:	Resolution	**APPROVED BY:** LJM
RECOMMENDED ACTION: Staff is recommending that the City Council approve the resolution as attached.		

BACKGROUND

Dakota County desires to become a full member of the Minnesota Valley Transit Authority (MVTA) Board and passed a resolution demonstrating its desire to do so on February 26, 2025. For Dakota County to officially join the MVTA Board, current MVTA member cities and Scott County will need to approve a resolution approving the joining of the board of commissioners.

Minnesota Valley Transit Authority (MVTA) plays a crucial role in providing transit opportunities in the South Metro and partnership and collaboration amongst jurisdictions is crucial to MVTA's success. Staff recommends approval of the attached resolution.

RECOMMENDATION

Staff is recommending that the City Council approve the resolution as attached.

CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA

RESOLUTION 2025 – XX

A RESOLUTION FOR APPROVAL OF DAKOTA COUNTY TO JOIN THE MINNESOTA VALLEY TRANSIT AUTHORITY BOARD OF COMMISSIONERS

WHEREAS, the City is a member of the Minnesota Valley Transit Authority (MVTA), which is a joint powers entity organized pursuant to Minnesota Statutes, section 471.49 and Sections 473.384 and 473.388, operating under an amended and Restated MVTA Joint Powers Agreement Establishing the MVTA; and

WHEREAS, since 1980, the MVTA has operated as a legislatively authorized "opt-out" provider of Metropolitan Transit Commission (now Metro Transit) service in and for the areas represented by the MVTA membership; and

.

WHEREAS, the member organizations seek to modify the structure of the MVTA Board of Commissioners and other related operational terms; and

WHEREAS, Dakota County desires to become a full member of the MVTA Board and a party to the agreement, and passed a resolution demonstrating its desire to do so on February 26, 2025.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEMOUNT, MINNESOTA that City of Rosemount approves Dakota County to join the MVTA as a full voting member, effective the first day following the approval of all current member governing bodies.

ADOPTED this 15th day of April, 2025.

_____
Jeffery D. Weisensel, Mayor

ATTEST:

_____
Erin Fasbender, City Clerk

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: April 15, 2025

AGENDA ITEM:	Approve a Subdivision Agreement for Amber Fields 21st Addition	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY:	Brian Erickson, City Engineer	**AGENDA NO.** 6.f.
ATTACHMENTS:	Subdivision Agreement	**APPROVED BY:** LJM
RECOMMENDED ACTION: Motion to approve a Subdivision Agreement for Amber Fields 21st Addition		

BACKGROUND

On February 18, 2025, City Council approved Amber Fields 21st Addition, and normally, the Subdivision Agreement is included as part of the final approvals. However, the final draft of the agreement was not complete at that time.

The approval of this Subdivison Agreement will be the final step in allowing development to begin. 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 for Amber Fields 21st Addition.

SUBDIVISION AGREEMENT
Amber Fields 21st Addition

AGREEMENT dated this _____ day of _____, 2025, by and between the CITY OF ROSEMOUNT, a Minnesota municipal corporation (the **"City"**), and Maplewood Development and Construction, Inc., a Minnesota corporation (the **"Developer"**).

1. **Request for Plat Approval**. The Developer has asked the City to approve the subdivision of land and a plat of land to be known as Amber Fields 21st Addition, which land is legally described on ATTACHMENT ONE, attached hereto and hereby made a part hereof (hereinafter referred to as the "**Subject Property**").

2. **Conditions of Plat Approval.** The City has approved the subdivision and the plat on the following conditions:
   - **a.** Execution of a Subdivision Agreement.
   - **b.** Adherence with the conditions of the Final Plat for Amber Fields 21st Addition and Amber Fields Planned Unit Development Master Development Plan as amended.
   - **c.** Incorporation of recommendations of the City Engineer concerning design and installation of public infrastructure and including grading, erosion control, streets and utilities.
   - **d.** Payment of all applicable fees including GIS and other fees identified in the current fee schedule.
   - **e.** Incorporation of any easements necessary to accommodate drainage, ponding, trails, underpasses, conservation areas, streets and utilities.
   - **f.** Drainage and utility easements shall be dedicated over all outlots.
   - **g.** Provision of landscaping surety in the amount of $69,300.
   - **h.** Park Dedication requirements were fulfilled as part of the Amber Fields Subdivision Agreement and Outlot plat through dedication of land and associated amenities.

3. **Phased Development**. The City may refuse to approve final plats of subsequent additions of the plat if the Developer has breached this Agreement and the breach has not been remedied. Development of each subsequent phase may not proceed until a subdivision agreement for such phase is approved by the City.

4. **Effect of Subdivision Approval**. For seven (7) years from the date of this Agreement, no amendments to the City's Comprehensive Plan, except an amendment placing the plat in the current urban service

area, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.

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

Plan A – Preliminary plat: Amber Fields 21st Addition, Preliminary Plat Submittal pages 3 – 7 dated 12/18/2023

Plan B – Erosion and Sediment Control Plan and Schedule: Amber Fields 21st Addition, Phase 2 Final Plat Submittal pages 13 – 14 dated 10/25/2024

Plan C – Grading and Drainage Plan: Amber Fields 21st Addition, Phase 2 Final Plat Submittal pages 10 – 12 dated 10/25/2024

Plan D – Plans & Specifications for Public Improvements: Amber Fields 21st Addition, Phase 2 Final Plat Submittal pages 15 – 27 dated 10/25/2024

Plan E – Grading Plan: Amber Fields Mass Grading Plan – Phase 3 dated 12/1/2022 as revised

Plan F – Site, Lighting and Signage Plan: Amber Fields 21st Addition, Phase 2 Final Plat Submittal pages 7 – 9 dated 10/25/2024

Plan G – Landscape Improvements: Amber Fields 21st Addition, Phase 2 Final Plat Submittal pages 28 – 30 dated 10/25/2024

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

6. **Installation by Developer**. The Developer shall install or cause to be installed and pay for the following within this phase of the project as reflected herein unless expressly noted otherwise.

A. Surveying and staking

B. Surface improvements (paved streets, sidewalks, trails, etc.)

C. Water main improvements

D. Sanitary sewer improvements

E. Storm sewer improvements

F. Setting of lot and block monuments

G. Gas, electric, telecommunications, and cable lines

H. Site grading

I. Landscaping

J. Streetlights

K. Other items as necessary to complete the development as stipulated herein or in other agreements signed by Developer.

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

7. **Time of Performance**. The pavement wear course shall be completed within one year of the first lift installation for all public roads within the Subject Property. The Developer may, however, request an extension of time from the City., If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date, if any.

8. [This Section Intentionally Left Blank]

9. [This Section Intentionally Left Blank]

10. **Security for Developer Improvements**. To guarantee compliance with the terms of this Agreement, payment of the costs of all Developer Improvements, and construction of all Developer Improvements (as noted in Section 6), the Developer shall furnish the City with a cash deposit or irrevocable letter of credit from a local bank (**"security"**) in the amount of Three Million, One Hundred Sixty-Two Thousand, Five Hundred Thirty-Five Dollars ($3,162,535). 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	$ 77,823	$ 85,605	$3,000/ac x 25.941 acres
2	Pond Restoration and Erosion Control Removal	$ 25,000	$ 27,500	Minimum $25,000
3	Survey Monumentation	$ 45,500	$ 50,050	$500/lot x 91 lots
4	Landscaping	$ 63,000	$ 69,300	Per City Planner - 210 trees
5	Street Lights	$ 75,000	$ 82,500	$7,500/light x 10 lights
6	Surface Improvements	$ 917,803	$ 1,147,254	125%
7	Water Main Improvements	$ 451,742	$ 564,678	125%
8	Sanitary Sewer Improvements	$ 340,907	$ 426,134	125%
9	Storm Sewer Improvements	$ 567,612	$ 709,515	125%
	Total	**$ 2,564,387**	**$ 3,162,535**	

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

The bank and form of the letter of credit or other security shall be subject to the approval of the City Administrator. The letter of credit shall be automatically renewable until the City releases the developer from responsibility under this Agreement with respect to the items in the chart above. The letter of credit shall secure compliance with all terms of this Agreement and all obligations of the Developer under it. The City may draw down on the letter of credit without notice if the obligations of the Developer have not been completed, , as required by this Agreement. In the event of a default under this Agreement by the Developer, the City shall furnish the Developer with written notice by certified mail of Developer's default(s) under the terms of this Agreement. If the Developer does not remove said default(s) within thirty (30) days of receiving the notice, the City may draw on the letter of credit and take such steps as it deems necessary to remedy the default. Developer may request an extension of the 30-day cure period, which the City has the discretion to approve or deny in its reasonable judgment. With City approval, the letter of credit shall be reduced from time to time as financial obligations are

paid and Developer Improvements and other Developer obligations are completed to the City's requirements. Within ten (10) business days of the date of the reduction request, the City shall begin a review of the request. Processing of an approval of said requests will be dependent on the level of detailed information submitted to the City by the Developer, and from time to time the Developer may be required to provide supplemental information to substantiate a request. The City will act in good faith to process and approve reduction requests in a reasonable and timely fashion

11. **Grading Plan/Site Grading**. Site grading shall be completed by the Developer at its cost and approved by the City Engineer. The completion of grading activities will need to be coordinated by the City in conjunction with the installation of utilities. Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey of the development to the City as the site grading is completed by phase, with street and lot grades.

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

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

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

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

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

14. **Clean up**. The Developer shall clean streets of dirt and debris that has resulted from construction work by the Developer or its agents. The City will inspect the site on a weekly basis and determine whether it is necessary to take additional measures to clean dirt and debris from the streets Costs for City inspection of onsite erosion and sediment control shall be at the Developer's expense. After a twenty-four (24)

hour verbal or written notice to the Developer, the City will complete or contract to complete the clean-up at the Developer's expense. If the Developer does not reimburse the City for any cost the City incurred for such work within thirty (30) business days after receipt of an invoice for the work, the City may draw down the letter of credit to pay such costs. The Developer shall inspect and, if necessary, clean all catch basins, sumps, and ponding areas of erosion/siltation and restore to the original condition at the end of the home construction or completion of Developer's Improvements within each phase of this development. All silt fence and other erosion control should be removed following the establishment of turf. These items are to be secured through the letter of credit as is noted in Exhibit A.

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

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

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

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

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

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

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

17. **Responsibility for Costs**.

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

B. The Developer shall reimburse the City for costs incurred in the preparation and enforcement of this Agreement, including engineering and attorney's fees. Upon request, the City shall provide invoices, in reasonable detail, as to any such fees. The estimated City fees of Three Hundred Eighty Thousand, Four Hundred Eighteen Dollars ($380,418) 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	$	2,278,064	Developer's Estimate (Lines 6 - 9 above)
1	Engineering Fees	$	227,806	10% of Estimated Construction Cost
2	Attorney Fees	$	3,000	Estimate
3	5% City Administrative Fees	$	113,903	5% of Estimated Construction Cost
4	Street Light Energy Cost	$	7,200	10 lights x 24 months x $30/month
5	GIS Fees	$	5,460	$60/unit X 91 units
6	Trail Fog Seal	$	-	$0.35/SF x 0 SF
7	Seal Coating	$	23,049	$1.70/SY x 13,558 SY
	Total	**$**	**380,418**	

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

C. The Developer shall pay in full all invoices submitted to it by the City for obligations incurred under this Agreement within thirty (30) business days after receipt. If the invoices are not paid on time, the City may halt development work and construction including, but not limited to, the issuance of building permits, assess costs, or pursue other appropriate and lawful remedies, until the past-due invoices are paid in full. Bills not paid within thirty (30) business days shall accrue interest at the rate of six percent (6%) per year.

D. The Developer shall pay all energy costs for street lights installed within the Subject Property for 24 months at a cost of $30/month/light. After that, the City shall pay and be responsible for the energy costs.

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

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

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

19. **Insurance**. The Developer agrees to take out and maintain until six (6) months after the City has accepted the Developer Improvements, commercial general liability insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall be not less than $2,000,000 per occurrence and $3,000,000 annual aggregate and twice said limits when the claim arises out of the release or threatened release of a hazardous substance. To accomplish the above limits, an umbrella excess liability policy may be used. Developer must also maintain worker's compensation insurance with coverage amounts required by statute. The City shall be named as an additional insured on the commercial general liability policy or umbrella/excess insurance policy, if applicable. The Developer must provide a certificate of insurance to the City demonstrating compliance with the above. The certificate of insurance shall

provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.

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

- **a.** The fees, charges, and assessments in effect as of the date of this Agreement and estimated based upon the Developer-submitted plan dated 10/28/2024 for Amber Fields 21st (as revised) are stated in Exhibit B. The Developer shall receive a dollar-for-dollar credit for the cost of any oversizing to address regional stormwater facilities and infrastructure that the Developer constructs which provides regional service functionality for stormwater sources above and beyond those which originate within Amber Fields. Credits amounts to the Developer will be locked in at the dollar value for the year in which the corresponding infrastructure was installed.
- **b.** Park Dedication Fees: Satisfied via Amber Fields Subdivision Agreement dated March 1, 2022.
- **c.** Storm Sewer Trunk Area Charges in the amount of $180,480.
- **d.** Sanitary Sewer Trunk Charges in the amount of $31,551.
- **e.** Water Trunk Charges in the amount of $190,774.
- **f.** The Developer understands that builders will be required to pay for the Subject Property fees, charges and assessments in effect at the time of issuance of building permits. The rates for each of these items will be set according to the current rate structure at the time the building permit is received. The fees, charges, and assessments in effect as of the date of this Agreement are stated below. The City agrees that it shall collect such amounts with building permits and that the party requesting a building permit, not the Developer, shall be responsible for these charges.
    - **i.** Metropolitan Council Environmental Services Availability Charges per SAC unit (current rate is $2,485 per single-family home).
    - **ii.** Sanitary Sewer Availability Charges per SAC unit (currently at $1,200/SAC unit).
    - **iii.** Water Availability Charges per WAC unit (currently at $2,475/WAC unit for single-family residential and multi-family residential).
    - **iv.** Storm Sewer Connection Charges per unit.

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

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

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

22. **Record Drawings**. At project completion, Developer shall submit record drawings of all public and private infrastructure improvements in accordance with the City's Engineering Guidelines. No securities will be fully released until all record drawings have been submitted and accepted by the City Engineer.

23. **Developer's Default**. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City will furnish the Developer with written notice of such default by certified mail. If the Developer does not remove said default(s) within thirty (30) days of receiving the notice, the City may, at its option, perform the work and the Developer shall reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, no less than 48 hours in advance. Developer may request an extension of the 30-day cure period, which the City has the discretion to approve or deny in its reasonable judgment. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work to cure a default, the City may, in addition to its other remedies, draw on the letter of credit or other security described in Section 10, or levy the cost in whole or in part as a special assessment against portions of the Subject Property owned or managed by Developer. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes, Section 429.081.

24. **Miscellaneous**.

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

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

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

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

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

f. This Agreement shall run with the land and shall be recorded against the title to the Subject Property. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, representatives, successors, and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Subject Property and shall be deemed covenants running with the land. The terms and provisions of this Agreement shall not be binding upon the owners of individual units or residences built upon lots within the development and shall not be deemed to run with the title of the individual units or residences within the development. This provision does not release any

future developer or the Developer's successors or assigns from the terms and provisions of this Agreement. The Developer shall take such steps, including execution of amendments to this Agreement, as are necessary to affect the recording hereof. After the Developer has completed the work required of it under this Agreement, at the Developer's request as to all or a portion of the Subject Property, the City will execute and deliver to the Developer the requested release(s).

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

h. The Developer may not assign this Agreement without the written permission of the City Council, except the Developer may assign this Agreement to Earl Street Partners II, LLC, a Minnesota limited liability company, without written permission from the City Council.

i. The Developer acknowledges that the City may issue additional requirements outside of the 2024 General Specifications and Standard Detail Plates for Street and Utility Construction or the 2008 Engineering Guidelines as the City is in the process of updating these documents. The review process may require additional time and expense due to this process, which shall be the Developer's responsibility. The Developer shall not be billed for the time required for the City to update and approve their revisions to the 2024 General Specifications and Standard Detail Plates for Street and Utility Construction or the 2008 Engineering Guidelines.

j. This Agreement includes all attachments, exhibits, and schedules, if any, attached to it, all of which are hereby made a part of this Agreement.

25. **Disclaimer of Relationship**. Nothing in this Agreement nor any act by the City or the Developer shall be deemed or construed by the City, the Developer, or any third party as creating any relationship of principal/agent, limited or general partner or joint venture between such parties.

26. **Landscaping and Irrigation of Common Areas and Rights-of-Way.** Installing finished sod within the common areas ("**Common Area**") of Outlots in the Subject Property shall be completed by the Developer; except, however, the Developer's responsibility shall cease with respect to a lot and the adjacent Common Area upon the Developer transferring title to the lot to a builder. Such builder shall thereafter be responsible for installing finished sod in the Common Area adjacent to the lot through any right-of-way area to the curb line or trail, as applicable. Irrigation, lawn maintenance, and landscaping within any Common Area and/or right-of-way thereafter shall be by the owner of the lot to be expressed in a recorded instrument, unless responsibility is assumed by a homeowners' association ("HOA") or a collective arrangement or agreement. Such maintenance includes, without limitation, cutting and irrigating lawns and vegetation, weed control, and tree trimming. No permanent irrigation system may be installed within any City right-of-way unless the City provides its prior written approval.

A visual representation of the parties responsible for the irrigation, lawn maintenance and landscaping described in this Section 26 is attached to this Agreement as Exhibit E: Maintenance Responsibility. Shaded areas identified as either an Outlot or an Addition are the areas where private parties are responsible.

The areas identified as City of Rosemount are the City's responsibility and include (a) East of Akron Avenue/North of Outlots T and S1, (b) right-of-way on both sides of Akron Avenue

between 145th Street and 155th Street, a portion of which is shown in Inset F, and (c) the area at the center of Amber Fields, which is North of Outlots N, O and P and the 2nd Addition and South of the 2nd, 4th, 5th and 3rd Additions, portions of this are shown at the bottom of Insets B and C and at the top of Insets D and E. The City acknowledges its maintenance area (see (c) in previous sentence) includes the area around the large pond to be installed by Developer. In addition to what is depicted on Exhibit E, the City acknowledges it is responsible for initial construction and continued irrigation, lawn maintenance and landscaping West of the City's Auburn Avenue project that will be constructed South of 148th Street.

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

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

CITY OF ROSEMOUNT

BY: _____
Jeffery D. Weisensel, Mayor

BY: _____
Erin Fasbender, City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 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

MAPLEWOOD DEVELOPMENT AND CONSTRUCTION, INC

BY: _____
Mario J. Cocchiarella, its President

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Mario J. Cocchiarella, President of Maplewood Development and Construction, Inc., a Minnesota corporation, on behalf of said corporation.

_____
Notary Public

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

EXHIBIT A

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

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

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

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

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

EXHIBIT B

(SUMMARY OF DEVELOPMENT FEES AND LOT AREAS)

Amber Fields 21st Addition
EXHIBIT B

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

No.	Item	Cost	110%	Calculation
1	Grading and Erosion Control	$ 77,823	$ 85,605	$3,000/ac x 25.941 acres
2	Pond Restoration and Erosion Control Removal	$ 25,000	$ 27,500	Minimum $25,000
3	Survey Monumentation	$ 45,500	$ 50,050	$500/lot x 91 lots
4	Landscaping	$ 63,000	$ 69,300	Per City Planner - 210 trees
5	Street Lights	$ 75,000	$ 82,500	$7,500/light x 10 lights
6	Surface Improvements	$ 917,803	$ 1,147,254	125%
7	Water Main Improvements	$ 451,742	$ 564,678	125%
8	Sanitary Sewer Improvements	$ 340,907	$ 426,134	125%
9	Storm Sewer Improvements	$ 567,612	$ 709,515	125%
	Total	**$ 2,564,387**	**$ 3,162,535**	

City Fees (due with signed agreement)

No.	Item	Cost	Calculation
	Estimated Construction Cost	$ 2,278,064	Developer's Estimate (Lines 6 - 9 above)
1	Engineering Fees	$ 227,806	10% of Estimated Construction Cost
2	Attorney Fees	$ 3,000	Estimate
3	5% City Administrative Fees	$ 113,903	5% of Estimated Construction Cost
4	Street Light Energy Cost	$ 7,200	10 lights x 24 months x $30/month
5	GIS Fees	$ 5,460	$60/unit X 91 units
6	Trail Fog Seal	$ -	$0.35/SF x 0 SF
7	Seal Coating	$ 23,049	$1.70/SY x 13,558 SY
	Total	**$ 380,418**	

Development Fees (due before signed plat is released)

No.	Item	Cost	Calculation
1	Storm Sewer Trunk Charge	$ 180,480	See Exhibit C & D for details
2	Sanitary Sewer Trunk Charge	$ 31,551	See Exhibit C & D for details
3	Water Trunk Charge	$ 190,774	See Exhibit C & D for details
4	Park Dedication	$ -	Satisified via land dedication
	Total	**$ 402,805**	

Amber Fields 21st Addition
EXHIBIT B

Totals		
Block	Lots	Units
1	31	31
2	13	13
3	23	23
4	13	13
5	11	11
Total	**91**	**91**

Total Plat Area =	25.941	acres
Total Park Area =	0.000	acres
Future Plat Area =	0.000	acres
Developable Area * =	25.941	acres
Ponding to HWL =	0.000	acres
Net Developable Area =	25.941	acres

* Excludes future plat and park areas (all outlots)

Block	Lot	Units	SQ FT	Acres
1	1	1	8,643.30	0.198
1	2	1	8,643.30	0.198
1	3	1	8,643.30	0.198
1	4	1	8,643.30	0.198
1	5	1	8,643.30	0.198
1	6	1	8,643.30	0.198
1	7	1	8,643.30	0.198
1	8	1	8,643.30	0.198
1	9	1	8,643.30	0.198
1	10	1	8,923.55	0.205
1	11	1	9,306.78	0.214
1	12	1	10,235.07	0.235
1	13	1	9,547.38	0.219
1	14	1	13,747.07	0.316
1	15	1	18,307.35	0.420
1	16	1	9,943.25	0.228
1	17	1	8,617.16	0.198
1	18	1	9,781.51	0.225
1	19	1	9,126.45	0.210
1	20	1	8,472.00	0.194
1	21	1	8,469.53	0.194
1	22	1	8,467.06	0.194
1	23	1	8,464.59	0.194
1	24	1	9,112.95	0.209
1	25	1	9,110.09	0.209
1	26	1	8,456.81	0.194
1	27	1	8,454.34	0.194
1	28	1	8,451.87	0.194
1	29	1	8,449.40	0.194
1	30	1	8,446.94	0.194
1	31	1	11,691.68	0.268
2	1	1	9,071.52	0.208
2	2	1	8,936.88	0.205
2	3	1	8,949.67	0.205
2	4	1	9,460.24	0.217
2	5	1	8,589.58	0.197
2	6	1	8,608.44	0.198
2	7	1	11,902.73	0.273
2	8	1	14,735.57	0.338
2	9	1	9,970.35	0.229
2	10	1	9,970.60	0.229
2	11	1	9,970.81	0.229
2	12	1	9,970.96	0.229
2	13	1	10,018.45	0.230

3	1	1	15,820.63	0.363
3	2	1	9,151.32	0.210
3	3	1	9,100.00	0.209
3	4	1	9,100.00	0.209
3	5	1	9,100.00	0.209
3	6	1	9,100.00	0.209
3	7	1	9,100.00	0.209
3	8	1	9,100.00	0.209
3	9	1	9,100.00	0.209
3	10	1	9,100.00	0.209
3	11	1	11,434.88	0.263
3	12	1	10,605.19	0.243
3	13	1	8,450.00	0.194
3	14	1	8,450.00	0.194
3	15	1	8,450.00	0.194
3	16	1	8,450.00	0.194
3	17	1	8,450.00	0.194
3	18	1	8,450.00	0.194
3	19	1	8,450.00	0.194
3	20	1	8,450.00	0.194
3	21	1	8,450.00	0.194
3	22	1	8,450.00	0.194
3	23	1	16,759.28	0.385
4	1	1	12,921.42	0.297
4	2	1	11,518.00	0.264
4	3	1	14,309.62	0.329
4	4	1	11,777.60	0.270
4	5	1	12,427.22	0.285
4	6	1	8,710.00	0.200
4	7	1	9,002.79	0.207
4	8	1	8,710.00	0.200
4	9	1	10,404.77	0.239
4	10	1	12,864.11	0.295
4	11	1	12,095.28	0.278
4	12	1	11,327.90	0.260
4	13	1	10,822.33	0.248
5	1	1	8,764.40	0.201
5	2	1	8,483.09	0.195
5	3	1	8,484.63	0.195
5	4	1	8,486.16	0.195
5	5	1	8,487.70	0.195
5	6	1	10,447.02	0.240
5	7	1	9,277.85	0.213
5	8	1	8,492.80	0.195
5	9	1	8,494.33	0.195
5	10	1	8,495.87	0.195
5	11	1	10,724.98	0.246
ROW			241,845.25	5.552
Total Boundary			1,129,974.75	25.941

EXHIBIT C

(DETAIL CALCULATION OF TRUNK AREA CHARGES)

Amber Fields 21st Addition
EXHIBIT C

Trunk Charge Apportionments

Detail provided in Exhibit D

- Amber Fields 15th Addition platted original Amber Fields Outlots R, S, T & U and created Amber Fields 15th Addition Outlots A, B, C & D.
- Amber Fields 15th Addition Outlot A completes platting of Amber Fields Outlot R and all trunk charges.
- Amber Fields 18th Addition platted Amber Fields 15 Outlots B & C and completes platting of original Outlots T & U.
- Amber Fields Amber Fields 21st Addition platts Amber Fields 15th Addition Outlot D and completes platting of original Outlot S.
- All trunk charges are now complete for Amber Fields Outlots R, S, T & U.

Trunk Charge	Amount Outlot R	Outlot S	Outlot T	Outlot U	TOTAL
Area	14.312	42.398	8.067	9.285	74.062
Sanitary Sewer	$ 20,295.59	$ 60,126.08	$ 11,440.61	$ 13,167.17	$ 105,029.46
Water Area	$ 122,717.54	$ 363,553.07	$ 69,175.81	$ 79,615.46	$ 635,061.88
Stormwater Area	$ 85,477.72	$ 343,935.50	$ 65,443.04	$ 75,319.35	$ 570,175.60

Total Plat Area - Amber Fields 15th (which includes 18th & 21st)	77.581	
Amber Fields 15th Developed Area - Paid	27.791	39.95%
Amber Fields 15th Outlot A - Paid	8.021	
Amber Fields 18th Developed Area - Paid	15.868	22.81%
Remaining Area Amber Fields 21st Plat	25.901	37.24%

Trunk Area Charges collected with previous plats (Amber Fields 15th & 18th)	
Sanitary Area	$ 73,478.40
Water Area	$ 444,288.01
Stormwater Area (4.46 acres for HWL Credit on Outlot A)	$ 389,696.02

Trunk Area Charges to be collected with this plat (Amber Fields 21st)	
Sanitary Area	$ 31,551.06
Water Area	$ 190,773.87
Stormwater Area	$ 180,479.58

EXHIBIT D

(OVERALL TRUNK AREA CHARGE CALCULATIONS FOR AMBER FIELDS DEVELOPMENT)

Individual Outlot/ROW Calculations

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

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

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

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

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

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

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

EXHIBIT E

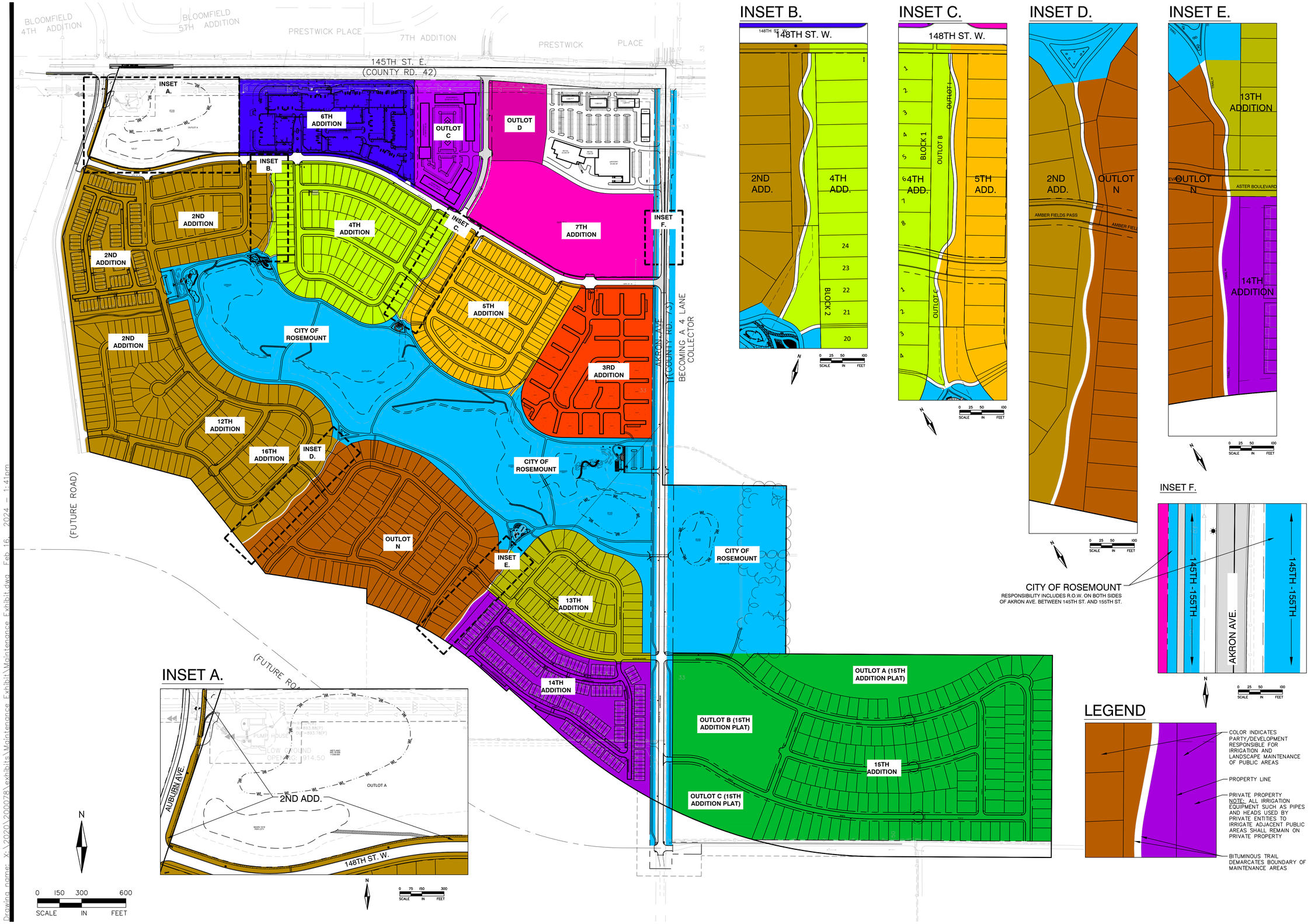
MAINTENANCE RESPONSIBILITY

LEGEND (also in lower right corner of Exhibit)

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

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

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



INSET B.

INSET C.

INSET D.

INSET E.

INSET F.

CITY OF ROSEMOUNT
RESPONSIBILITY INCLUDES R.O.W. ON BOTH SIDES OF AKRON AVE. BETWEEN 145TH ST. AND 155TH ST.

LEGEND

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

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

MAINTENANCE RESPONSIBILITY EXHIBIT

AMBER FIELDS
ROSEMOUNT, MN

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

Date License No.

QUALITY ASSURANCE/CONTROL

BY	DATE

DATE	ISSUE
7-13-22	MAINTENANCE EXHIBIT

PROJECT TEAM DATA

DESIGNED:	JDG
DRAWN:	JDG
PROJECT NO:	

Drawing name: X:\2020\200078\exhibits\Maintenance Exhibit\Maintenance Exhibit.dwg Feb 16, 2024 - 1:41pm

ATTACHMENT ONE

Amber Fields Twenty-First Addition Final Plat

AMBER FIELDS TWENTY FIRST ADDITION

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

Outlot D, AMBER FIELDS FIFTEENTH ADDITION according to the recorded plat thereof, Dakota County, Minnesota.

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

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

Signed: Earl Street Partners II, LLC

by _____
Mario J. Cocchiarella, Chief Manager

STATE OF MINNESOTA
COUNTY OF _____

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

_____
Signature

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

SURVEYORS CERTIFICATE

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

Dated this _____ day of _____ , 20 ___.

_____
Daniel Ekrem, Licensed Land Surveyor
Minnesota License No. 57366

STATE OF MINNESOTA
COUNTY OF _____

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

_____
Signature

_____
Printed Name
Notary Public, _____County, Minnesota
My Commission Expires_____

CITY COUNCIL, CITY OF ROSEMOUNT, MINNESOTA

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

By: _____ _____
Mayor Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

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

_____
Todd B. Tollefson
Dakota County Surveyor

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

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

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

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

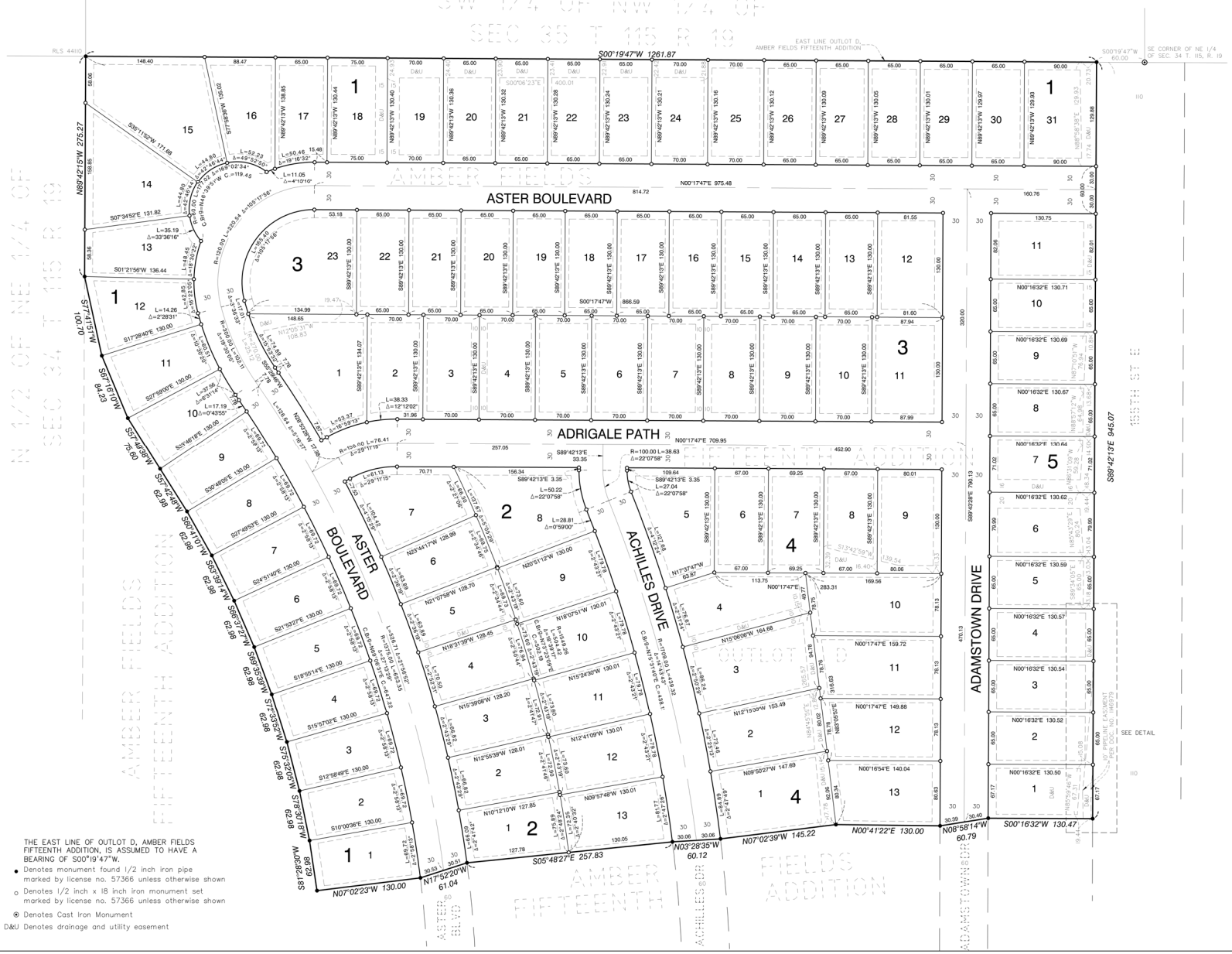
I hereby certify that this plat of AMBER FIELDS TWENTY FIRST ADDITION was filed in the office of the County Recorder for public record on this _____ day of _____, 20 ___, at ___ o'clock ___M. and was duly filed in Book_____ of Plats, Page_____ , as Document Number _____ .

_____
Amy A. Koethe, County Recorder

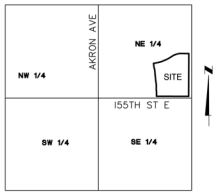
ALLIANT ENGINEERING

SHEET 1 OF 2 SHEETS

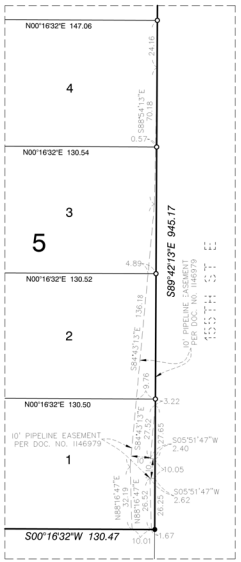
AMBER FIELDS TWENTY FIRST ADDITION



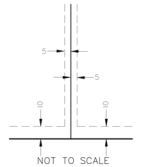
VICINITY MAP
SECTION 34, T115, R19
NOT TO SCALE



DETAIL NOT TO SCALE



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



NOT TO SCALE

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

THE EAST LINE OF OUTLOT D, AMBER FIELDS FIFTEENTH ADDITION, IS ASSUMED TO HAVE A BEARING OF S00°19'47"W.

- Denotes monument found 1/2 inch iron pipe marked by license no. 57366 unless otherwise shown
- Denotes 1/2 inch x 18 inch iron monument set marked by license no. 57366 unless otherwise shown
- ⊙ Denotes Cast Iron Monument

D&U Denotes drainage and utility easement

0 30 60 120
SCALE IN FEET
1 inch = 60 feet

ALLIANT ENGINEERING

SHEET 2 OF 2 SHEETS

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: April 15, 2025

AGENDA ITEM:	Parks and Recreation Commission Bylaws Amendment	**AGENDA SECTION:**	CONSENT AGENDA
PREPARED BY:	Erin Fasbender, City Clerk Dan Schultz, Parks & Recreation Director	**AGENDA NO.**	6.g.
ATTACHMENTS:	Bylaws - Redlined	**APPROVED BY:**	LJM
RECOMMENDED ACTION: Approve amendment of the Parks and Recreation Commission Bylaws			

BACKGROUND

Council has directed staff to combine the Parks & Recreation Commission and the Environmental and Sustainability Commission into one commission called the Parks and Natural Resources Commission. Both commissions on several occasions have been working on similar initiatives, goals and work plans. Staff has met with both Commissions to discuss this change and all are excited about the new opportunities for synergy and partnership in these key service areas for the City.

This unified commission will carry forward the goals of both commissions in a more streamlined and collaborative manner. Staff has amended the attached bylaws to further define the new Parks and Natural Resources Commission.

RECOMMENDATION

Staff recommends that the City Council approve the amendments to the Parks and Recreation Commission bylaws.

CHAPTER2
PARKS AND NATURAL RESOURCES

~~RECREATION~~ COMMISSION SECTION:

2-2-1: Establishment Of Commission

2-2-2: Organization And Meetings

2-2-3: Oath; Compensation

2-2-4: Powers And Duties

2-2-1 : ESTABLISHMENT OF COMMISSION:

A City Parks and Natural Resources ~~Recreation~~ Commission is hereby established for the City.

The commission shall consist of up to seven (9~~7~~) members appointed by the City Council. Terms of the members shall be determined in the commission bylaws. (Ord. Update 3-4-2024)

2-2-2 : ORGANIZATION AND MEETINGS:

The commission shall elect a Chairperson and Vice Chairperson from its members together with such other officers it deems necessary. The commission shall meet at least once a month and shall submit its official meeting minutes to the City Council each and every month. (Ord. VIIl.6, 3-6-2003)

2-2-3 : OATH; COMPENSATION 1:

Every appointed member shall, before entering upon the discharge of his duties, take an oath that he will faithfully discharge the duties of his office. Compensation for the members shall be determined by the City Council. (Ord. VIII-1, 10-5-1971; amd. 1983 Code)

Notes

1 1. See resolution 1992-141 on file in the Office of the City Clerk.

2-2-4 : POWERS AND DUTIES:

A. Advice And Recommendations: The commission shall have the duty to advise the City Council in the areas of sustainability, environmental stewardship, acquisition and maintenance of parks, playgrounds and other public lands. It

shall also have the duty of making recommendations and supervising the City recreation system. The commission shall recommend to the City Council expansion and plans for the development of the City park and recreation system. The commission shall recommend any policies or initiatives to the City Council that enhance and preserve the environment and natural resources. The commission shall further make recommendations as to desired regulatory ordinances and make recommendations as to any matters relating to the park and recreation system of the City.

B. Investigate Needs Of System: The commission shall have no power to make contracts, levy taxes, borrow money or condemn property, but shall have the full power and responsibility to investigate requirements and needs of the City park, ~~and~~ recreation and natural resource system and to assist the Council in formulating the terms of and the procedure for accomplishing that goal. (Ord. VIIl-1, 10-5-1971)

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: April 15, 2025

AGENDA ITEM: Donation Acceptance from Rosemount Lions Club	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY: Michelle Rambo, Office Specialist	**AGENDA NO.** 6.h.
ATTACHMENTS: Resolution	**APPROVED BY:**
RECOMMENDED ACTION: Motion to approve the acceptance and expenditure of $500 dollars from Rosemount Lions Club to be used for the Spring Egg Hunt	

BACKGROUND

The Parks and Recreation department received a donation from Rosemount Lions Club of $500. The donation will be used for Spring Egg Hunt programming costs.

RECOMMENDATION

Motion to approve the acceptance and expenditure of $500 from Rosemount LIons Club to be used for the Spring Egg Hunt.

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:

Rosemount Lions Club	$500.00

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

Parks & Recreation: Annual Egg Hunt – eggs, candy, prizes and miscellaneous programming costs.

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

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

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

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

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

_____
Jeffery D. Weisensel, Mayor

ATTEST:

_____Erin Fasbender, City Clerk

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: April 15, 2025
Tenative City Council Meeting: April 15, 2025

AGENDA ITEM:	Request by Kamal Omar and Appro Development for approval of a Conditional Use Permit	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY:	Anthony Nemcek , Senior Planner	**AGENDA NO.** 6.i.
ATTACHMENTS:	Resolution, Site Location, Current Conditions Survey, Site Plan, Landscape Plan, Exterior Elevations, Building Floorplan, Engineer's Memo dated March 14, 2025, Parks and Recreation Director's memo dated March 10, 2025	**APPROVED BY:** AK
RECOMMENDED ACTION: Motion to adopt a resolution approving a Conditional Use Permit for an Automotive Repair, Major, use at 2510, 2520, and 2530 158th Circle West.		

BACKGROUND

Applicants	Kamal Omar and Appro Development
Property Owner	Camey Properties, LLC.
Site Location	2510, 2520, and 2530 158th Circle West
Site Area	4.9 Acres
Current Zoning	B-2 Employment PUD
Comp Plan Designation	BP-Business Park

The City Council is being asked to consider a Conditional Use Permit Request to allow for the development of a Major Automotive Repair business in the Biscayne Business Park. The Planning Commission reviewed the Conditional Use Permit request along with the Site Plan during its meeting on March 17, 2025. The Planning Commission approved the Site Plan, subject to conditions, and voted to recommend approval of a Conditional Use Permit for the proposed business. Staff also recommends approval of the conditional use permit.

The subject property is located in the Biscayne Business Park, which is a planned unit development (PUD) that was approved in 2019. The PUD agreement contains two deviations from the zoning ordinance related to the lot standards. Specifically, the approved deviations allow for shared driveways and for parcels to be accessed via the private road within Biscayne Business Park. No deviations related to development standards such as setback reductions or building materials are part of the Biscayne Business PUD agreement, nor were any requested by the applicant. Since the Planning Commission's review of the site plan, some minor changes have been made to accomodate requirements of the City engineer related to stormwater management. This has resulted in a slight reduction in parking on the site, but the site plan remains in conformance with the minimum parking required by the zoning code.

PLANNING COMMISSION ACTION

The Planning Commission held a public hearing during its meeting on March 17, 2025 to review the CUP request alongside with the site plan for the proposed business. The Commission asked if this project would completed development within Biscayne Business Park. Following development of the subject parcels, there would be one parcel remaining available for development. The Commission also asked about traffic at either end of Biscayne Avenue. Staff provided some history on how that road had been upgraded to urban standards (curb and gutter, paving, etc.) and that it was designed to handle the traffic generated by the Biscayne Business Park. The only public comment recieved was from the applicant, who stood for questions. The Planning Commission voted unanimously to approve the site plan, subject to conditions, and to recommend the City Council approve the Conditional Use Permit.

ISSUE ANALYSIS

Legal Authority

Conditional Use Permit (CUP) approvals are quasi-judicial in nature. The Zoning Ordinance contains specific standards related to conditional uses that must be met for a CUP to be approved. In addition to a summary of the proposed development, staff has provided those conditions and its findings further in this report.

Site Plan

The applicant provided a site plan that meets the zoning code standards related to setback and lot coverage. The principal building will be located on the north side of the site and be the primary source of screening for the parking lot areas. Landscaping will be planted along the Biscayne Business Park's private drive to provide additional screening. The site plan shows the location of a trash enclosure which meets the Code requirement, but no elevations of said enclosure were included. The code requires trash enclosures to be constructed with materials that match or complement the principal structure. Staff will review plans for the trash enclosure prior to the issuance of a building permit for compliance with the code. A condition of approval requiring the submittal of plans for the trash enclosure with a building permit application was included in the Planning Commission's action on the Site Plan Review.

Landscaping

The applicant has submitted a landscaping plan that appears to meet the City Code's minimum planting requirements. Based on the site area, 75 trees are required and the applicant's landscape plan shows 75 trees planted along the northeast and southern property boundaries. Additional trees are shown in the parking lot landscaped areas. The Code also requires foundation plantings and shrubbery at a ratio of one per ten linear feet of building perimeter. Based on the proposed building with 720 feet of perimeter, 72 shrubs are required. The applicant's landscape plan shows 153 plants. These plants are located in several areas throughout the site, both adjacent to the principal building and within the landscaped parking lot areas. Landscaping within the parking lot areas covers approximately 6,500 square feet or 6.1% of the parking lot area, in excess of the minium 5% required by the Zoning Ordinance.

The table below shows a comparison between the requirement and the plantings provided.

Planting Type	Amount Required	Amount Provided
Trees	1 per 3,000 s.f. plus one per parking stall (75)	75 trees
Foundation Plants	1 per 10 linear feet of building perimeter (72)	153 plants

Building Materials and Massing

The application submittal materials include building elevations that show massing and materials that meet the requirements of the Zoning Ordinance. The building will be 24 feet in height, well below the 50-foot maximum height. The applicant shows a mix of concrete masonry units and finished steel siding, with vertical elements of a secondary color placed at intervals no greater than 28 feet. The code requires walls longer than 100' in length to be visually broken up into segments no greater than 35 feet. All four sides of the building will be treated similarly, and the eastern side of the building where the office will be located will feature windows. Awnings will be located above the entries to differentiate them from the rest of the building. None of the entrances face a public right of way, therefore additional architectural treatment is not required.

Engineering

The applicant's site plan proposed making use of three parcels in the Biscayne Business Park. The developer of this subdivision designed the stormwater management system to have a single pond for each parcel rather than a large pond to serve the entire subdivision. Because of this, the ponds serving the three subject parcels impact how the site can be developed. The applicant's plans show the ponds being remade into a single pond that extends along the southern boundary of the subject parcels. In order to develop the site, the applicant will have to vacate existing drainage and utility easements along the internal boundaries of the existing parcels as well as the drainage and utility easements over the footprints of the existing ponds. The applicant will need to dedicate new easements that reflect the proposed site plan and layout of the newly created stormwater pond.

Conditional Use Permit

The Zoning Ordinance lists Automotive Repair, Major as a conditional use in the B-2 Employment. All conditional uses must meet seven general conditions in order to be permitted. These seven conditions are in addition to any use-specific conditions within the Zoning Ordinance. The Rosemount Zoning Ordinance has twelve standards that the Major Automotive Repair use must meet prior to a conditional use permit request being approved. Several of the standards are related to the ongoing operation of the proposed use. Therefore, the findings made by staff are that the applicant or operator of the use risks revocation of the CUP should the City find certain conditions are not being met. The standards are listed below along with staff's findings for each.

1. *Will not be detrimental to or endanger the public health, safety, or general welfare of the neighborhood or the city.* Finding: Staff finds that the proposed use will not be dangerous or detrimental, and staff notes the 2020 improvement project that upgraded Biscayne Avenue to urban standards and the ongoing work to improve safety at the intersection of Biscayne Avenue and County Road 42.
2. *Will be harmonious with the objectives of the comprehensive plan and city code provisions.* Finding: The proposed automotive repair shop and office are harmonious with the

objectives of the Comprehensive Plan and City Code. The subject property is designated for Business Park development and the proposed use is consistent with the B-2 Employment zoning district. The site plan meets the development standards of the zoning ordinance for this B-2 district.

3. *Will be designed, constructed, operated and maintained so as to be compatible or similar in an architectural and landscape appearance with the existing or intended character of the general vicinity and will not change the essential character of that area, nor substantially diminish or impair property values within the neighborhood.* Finding: The proposed building is consistent with the architectural and landscape standards of the B-2 Employment zoning district.
4. *Will be served adequately by existing (or those proposed in the project) essential public facilities and services, including streets, police and fire protection, drainage, structures, refuse disposal, water and sewer systems and schools.* Finding: Public roads and utilities are already in place to serve the site. No additional improvements to municipal services will be required to support the proposed development.
5. *Will not involve uses, activities, processes, material equipment, and conditions of operation that will be hazardous or detrimental to any persons, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors.* Finding: The proposed operation will occur within the principal building and will have to conform to all building codes related to a vehicle repair facility.
6. *Will have vehicular ingress and egress to the property which does not create traffic congestion or interfere with traffic on surrounding public streets.* Finding: The site will be accessed via two driveways that connect to a private drive. Any stacking of trucks entering or leaving the site will occur on said private drive and not on Biscayne Avenue.
7. *Will not result in the destruction, loss or damage of a natural, scenic, or historic feature of major importance and will comply with all local, state, and federal environmental quality standards. Finding:* The subject property contains no natural, scenic or historic features of major importance. The site has already been prepared for development by the developer of the Biscayne Business Park. The building plans will be reviewed for conformance with the state building code and will be required to install systems to ensure municipal sewer, water and stormwater systems are not negatively impacted by the proposed use.

In addition to the above seven standards, the following standards apply for Major Automotive Repair uses:

1. *The site and building(s) shall be designed to limit the effects of this use on adjacent properties and public rights-of-way. No automotive repair use shall be located on a site abutting any residential use or district.* Finding: The site does not abut any residential uses or public rights-of-way. Landscaping will be used to minimize the impact of the site on adjacent properties.
2. *All repair, assembly, disassembly or maintenance of vehicles shall occur within a closed building, except minor maintenance, including tire inflation, adding oil, wiper replacement and the like. All overhead vehicle doors on the building shall remain closed except when a vehicle is entering or exiting the building.* Finding: The applicant's site and building plans show service bays within which repair, assembly, disassembly or maintenance of vehicles will occur.
3. *Gasoline pumps/sales shall require an additional conditional use permit subject to the performance standards outlined in this subsection for non-service motor fuel stations.* Finding:

No gasoline pumps or sales are proposed with this project.

4. *Outdoor storage of parts, materials, and equipment may be allowed in the B-2 District subject to the performance standards outlined in those districts for outdoor storage and outdoor display or sales.* Finding: The proposed site plan contains no outdoor storage areas.
5. *Automotive repair uses shall designate on a site plan separate areas for customer parking and storage of inoperable vehicles awaiting repair or repaired vehicles awaiting pick up. These areas shall meet the design standards outlined in section 11-7-3, "Off Street Parking and Loading Requirements" of this title and be screened as follows:*
6. *Customer parking areas shall meet the applicable screening standards outlined in this title including, but not limited to, section 11-7-3, "Off Street Parking and Loading Requirements" of this title and this subsection.* Finding: No parking areas face public rights-of-way such that additional screening would be requried.
7. *Inoperable vehicles awaiting repair or repaired vehicles awaiting pick up shall be stored behind the principal building. Landscaping and berming shall be a secondary source for screening said vehicles. Should landscaping and berming be found ineffective by the city, the city may approve screening walls and/or decorative fencing as an alternative. Screening walls shall be constructed of the same materials as the principal building and shall not extend more than twenty-five (25) feet without a change in architecture to reduce their mass and appearance. Stacking areas shall have a minimum ninety percent (90%) opacity screen to a height of six (6) feet.* Finding: The subject property does not abut any public rights-of-way. The primary source of screening from the private roadway is the principal building. The applicant's landscape plan also shows trees planted to provide secondary screening from the private roadway.
8. *In the B-1 and B-2 districts, junk or unlicensed vehicles awaiting repair or pick up shall be stored completely inside a closed building in accordance with the performance standards for outdoor storage outlined in section 11-6-8 of this chapter.* Finding: If it is found that this condition is not being met, the City retains the right to revoke the conditional use permit unless the applicant or operator can demonstrate that they are in compliance with the City Code.
9. *Parking of vehicles on public right-of-way shall be prohibited.* Finding: Parking is not allowed on Biscayne Avenue.
10. *All painting must be conducted in an approved paint booth. All paint booths and all other activities of the operation shall thoroughly control the emission of fumes, dust, or other particulate matter in compliance with Minnesota pollution control standards and applicable fire and building codes.* Finding: Noncompliance with this condition could result in revocation of the CUP for the subject property.
11. *All flammable materials, including liquids and rags, shall conform to the applicable provisions of the Minnesota fire code.* Finding: Noncompliance with this condition could result in revocation of the CUP for the subject property.
12. *No public address system shall be audible from a noncommercial or nonindustrial use or district.* Finding: The site is surrounded by commercial and industrial uses, therefore this condition is met.

RECOMMENDATION

The Planning Commission and staff recommend approval of the Conditional Use Permit request to

develop a major automotive repair shop and office on the subject property. The proposed development meets the requirements of the zoning ordinance, and the findings highlighted above indicate the conditions are or will be met to allow for the proposed use on the subject property. The Planning Commission and staff are not recommending the approval be subject to any additional conditions.

CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA

RESOLUTION 2025-XX

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A MAJOR AUTOMOTIVE REPAIR BUSINESS AT 2510, 2520, and 2530 158th CIRCLE WEST

WHEREAS, the City of Rosemount received an application from Kamal Omar and Appro Development, requesting a Conditional Use Permit (CUP) to allow for a Major Automotive Repair Business at 2510, 2520, and 2530 158th Circle West in the Biscayne Business Park; and

WHEREAS, on March 17, 2025, the Planning Commission of the City of Rosemount held a public hearing to review the CUP application for a Major Automotive Repair Business at 2510, 2520, and 2530 158th Circle West in the Biscayne Business Park; and

WHEREAS, on March 17, 2025, the Planning Commission of the City of Rosemount voted to recommend approval of the CUP; and

WHEREAS, on April 15, 2025, the City Council of the City of Rosemount reviewed and agreed with the Planning Commission's recommendation to grant a Conditional Use Permit allowing for a Major Automotive Repair Business at 2510, 2520, and 2530 158th Circle West in the Biscayne Business Park.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Rosemount hereby approves a Conditional Use Permit (CUP) for a Major Automotive Repair Business at 2510, 2520, and 2530 158th Circle West in the Biscayne Business Park.

ADOPTED this 15th day of April 2025 by the City Council of the City of Rosemount.

_____
Jeffery D. Weisensel, Mayor

ATTEST:

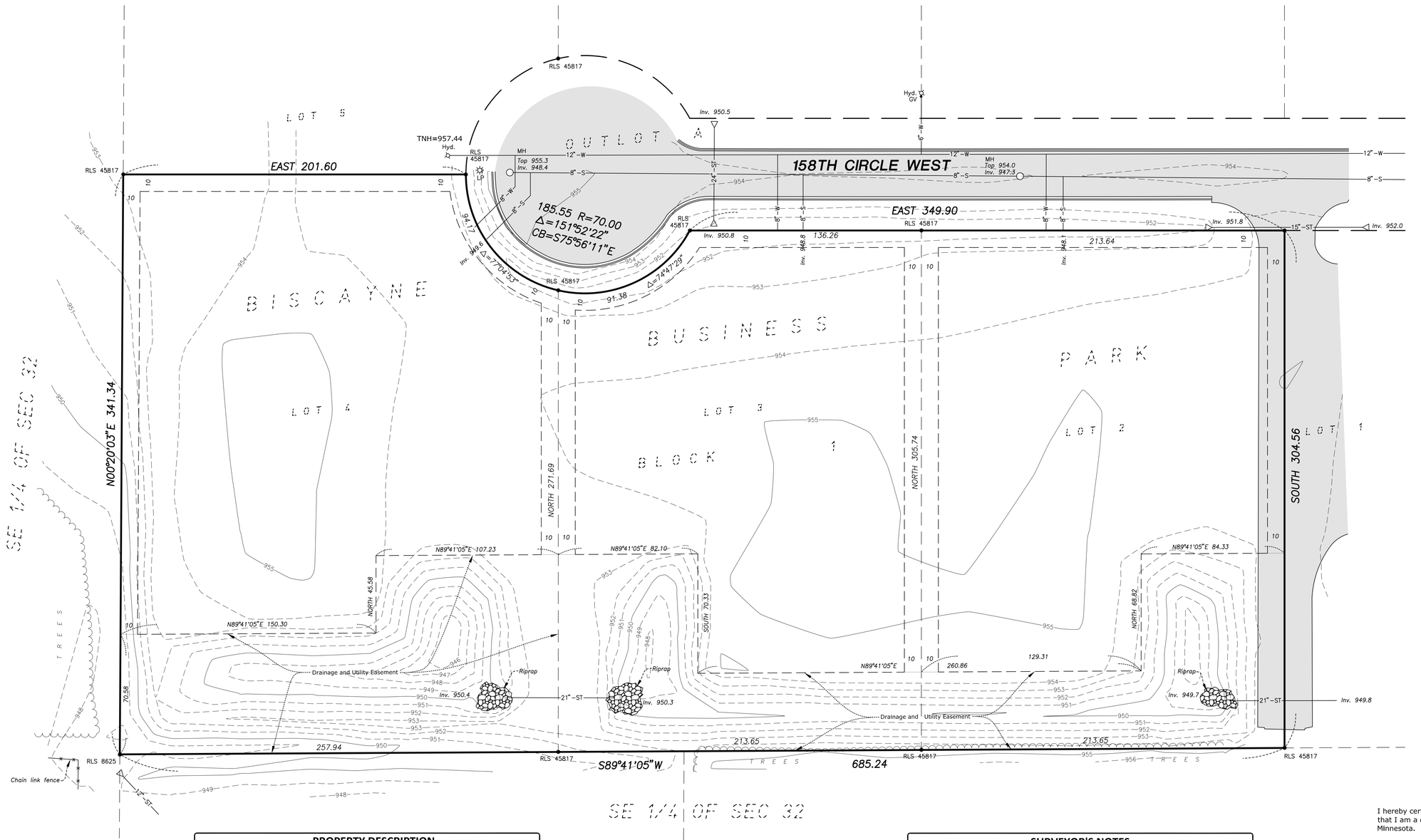
_____
Erin Fasbender, City Clerk

BOULDER AVE
BOULDER AVE
BISCAYNE AVE
158TH CIR W
ROBERT TRL S
BISCAYNE AVE
160TH ST W
160TH ST W

Boundary and Topographic Survey for:

APPRO DEVELOPMENT

at 2510–2530 158th Circle West – Rosemount, Minnesota



0 15 30 60

SCALE IN FEET

LEGEND

- Iron Monument Found
- S — Sanitary Sewer
- ST — Storm Sewer
- W — Watermain
- Hyd. — Hydrant
- GV — Gate Valve
- MH — Manhole
- Flared End
- Inv. — Invert Elevation
- LP — Light Pole
- Bituminous Surface

PROPERTY DESCRIPTION

Lot 2, Block 1, BISCAYNE BUSINESS PARK, Dakota County, Minnesota.

AND

Lot 3, Block 1, BISCAYNE BUSINESS PARK, Dakota County, Minnesota.

AND

Lot 4, Block 1, BISCAYNE BUSINESS PARK, Dakota County, Minnesota.

SURVEYOR'S NOTES

1. Orientation of the bearing system used for this survey is based on BISCAYNE BUSINESS PARK. Vertical Datum: NAVD 88.
2. As shown on this survey map, underground utility lines and structures are shown in an approximate way only, according to information provided by others. Excavations were not made during the process of this survey to locate underground utilities and/or structures. A request that utilities be marked/located for this survey was made through Gopher State One Call (Ticket Nos. 243201169, 243201260 & 243201261) and the City of Rosemount. The underground utility lines and structures shown on this map represent the information provided to Rehder & Associates as a result of that request. The surveyor does not guarantee that the information provided was either complete or accurate or that there are no other underground utility lines and structures, active or abandoned, on or adjacent to the subject property.
3. Area = 213,199 square feet or 4.89 acres.
4. Top of top nut of hydrant located on the west side of the cul-de-sac of 158th Circle West = 957.44.

CERTIFICATION

I hereby certify that this survey was prepared by me or under my direction and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 15th day of November, 2024
REHDER & ASSOCIATES, INC.

Matthew Thiel, Land Surveyor
Minnesota License No. 63458

REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors

3440 Federal Drive, Suite 110
Eagan, MN 55122
Telephone: 651-452-5051
www.rehder.com

JOB: 244–2187.043

SITE INFORMATION:

TOTAL LOT AREA:
4.9 ACRES, 213,444 SF

ZONING:
B-2 EMPLOYMENT DISTRICT

ZONING ORDINANCE USED:
CITY OF ROSEMOUNT
CODE OF ORDINANCES - ON-LINE
DATE: 11-19-2024

BUILDING SETBACKS:

FRONT:	30 FEET MINIMUM AT 158TH CIR W
SIDE/INTERIOR:	10 FEET MINIMUM
REAR:	10 FEET MINIMUM

PARKING SETBACKS:

FRONT:	20 FEET MINIMUM AT 158TH CIR W
SIDE/INTERIOR:	10 FEET MINIMUM
REAR:	10 FEET MINIMUM

SITE CONSTRAINTS:
MAXIMUM IMPERVIOUS SURFACE LOT COVERAGE = 75% (SHOWN 66.08%)
MAXIMUM BUILDING HEIGHT = 50'-0"
MINIMUM BUILDING COVERAGE = 10% (21,344 SF)

PROPOSED BUILDING SIZE:
PROPOSED BUILDING: 22,960 SF
TOTAL: 22,960 SF

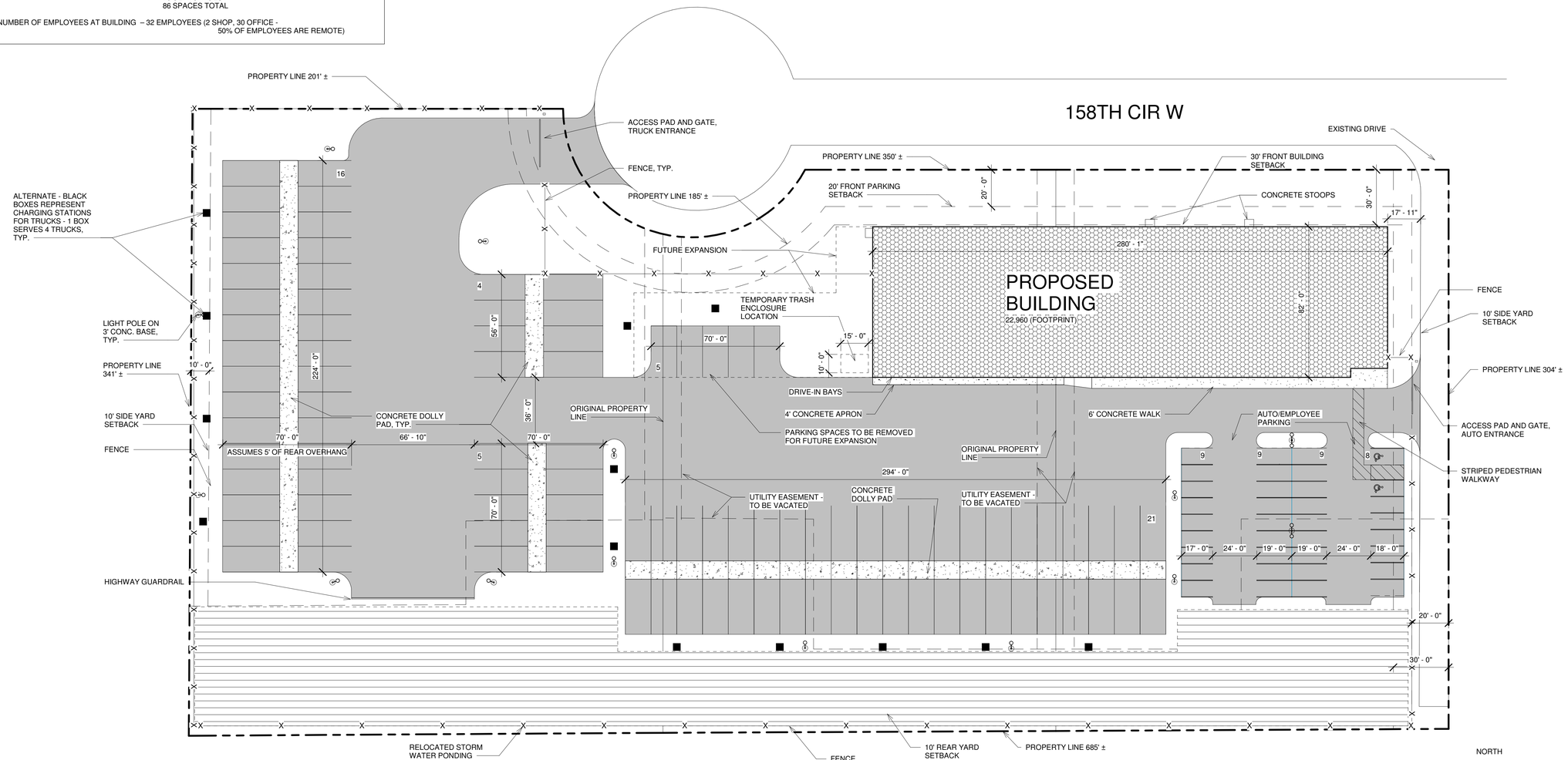
PARKING REQUIREMENTS:

REQUIRED PARKING STALL SIZE: 90 DEGREES, 9'-0" x 19'-0" (WITH 2' CURB OVERHANG ALLOWED, 24'-0" AISLE)
REQUIRED PARKING STALL SIZE (SEMI): 90 DEGREES, 14'-0" x 75'-0" (WITH 60'-0" AISLE)
REQUIRED PARKING STALL SIZE (TRACTOR): 90 DEGREES, 14'-0" x 28'-0" (WITH 34'-0" AISLE)

PARKING SUMMARY:
PROPOSED BUILDING
AUTOMOTIVE REPAIR, MAJOR: 10,160 SF = 10,160 / 300 = 34
= 1 STALL PER SERVICE BAY = 1 * 4 = 4
PROFESSIONAL OFFICE: 12,800 SF - 12,800 / 300 = 43
TOTAL SF = 22,960 SF, TOTAL PARKING REQUIRED 81

TOTAL AMOUNT OF REQUIRED PARKING = 81 SPACES
AMOUNT OF PARKING SHOWN ONSITE = 35 AUTO SPACES (4 ACC.)
5 TRACTOR SPACES
46 SEMI SPACES
86 SPACES TOTAL

NUMBER OF EMPLOYEES AT BUILDING – 32 EMPLOYEES (2 SHOP, 30 OFFICE - 50% OF EMPLOYEES ARE REMOTE)



1 A1-1 SITE PLAN
1" = 30'-0"

NORTH

30' 15' 0' 30'

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FAX: 952-469-2173
EMAIL: office@approdevelopment.com

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PRELIMINARY
NOT FOR CONSTRUCTION

No.	Description	Date

AUTO REAIR SHOP AND OFFICE

158TH CIR W, ROSEMOUNT, MN 55068

SITE PLAN

Project number	24-01-0093
Date	04/09/2025
Drawn by	NNR
Checked by	RWR

A1-1

Scale: As indicated

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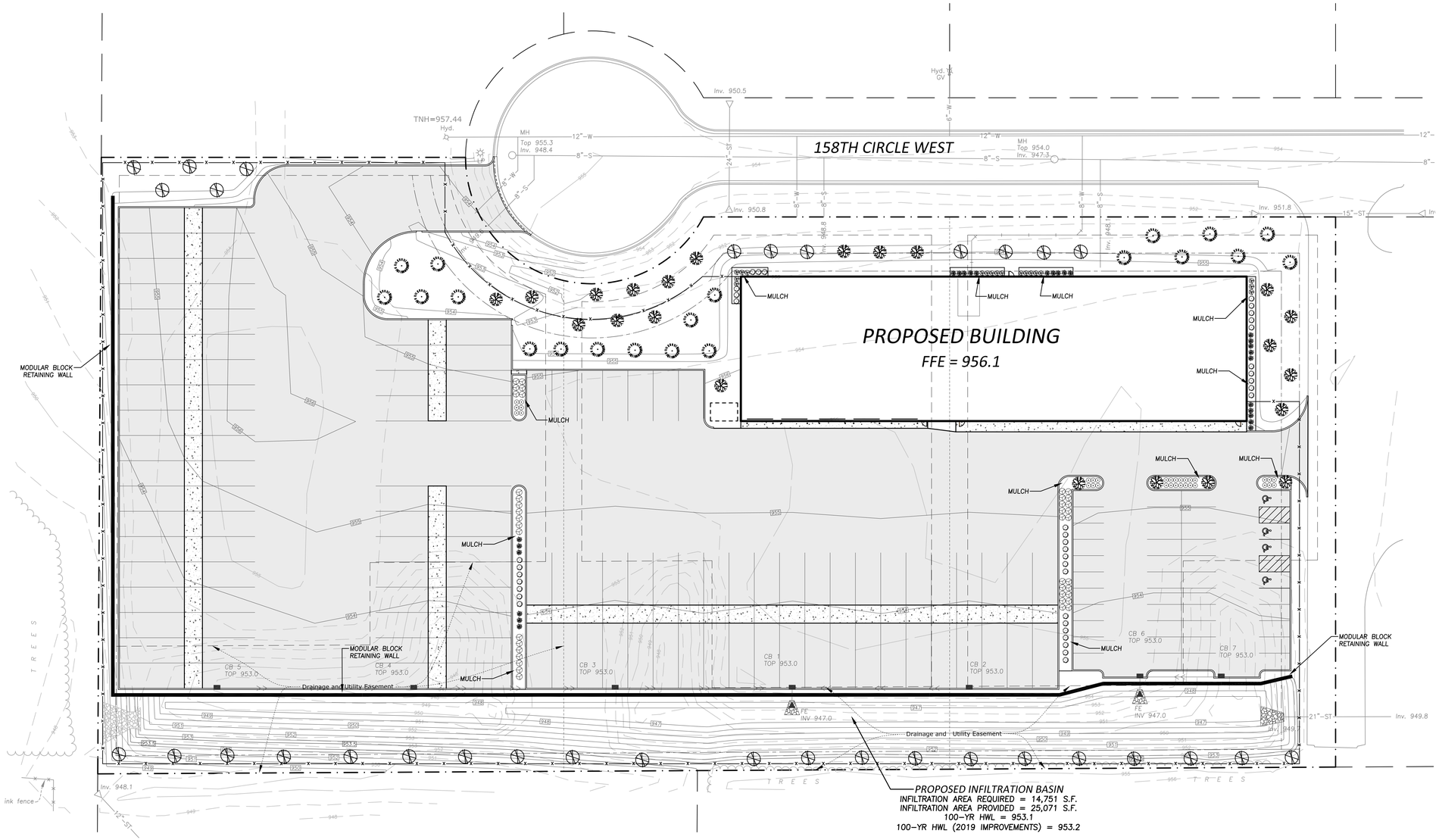


PLANT, SHRUB AND TREE LIST

PLANTS & SHRUBS

SYMBOL	QTY	SCIENTIFIC NAME	COMMON NAME	SIZE/ROOT
	40	*Calamagrostis x acutiflora 'Karl Foerster'*	Karl Foerster Feather Reed Grass	#1 Container
	32	*Hemerocallis 'Stella de Oro'*	Stella d'Oro Daylily	#1 Container
	18	*Aronia melanocarpa var. elata*	Glossy Black Chokeberry	#2 Container
	37	*Thuja occidentalis 'Holmstrup'*	Holmstrup Eastern Arborvitae	#10 Container
	26	*Juniperus chinensis 'Sea Green'*	Sea Green Juniper	#5 Container
TOTAL	153			

TREES

SYMBOL	QTY	SCIENTIFIC NAME	COMMON NAME	SIZE/ROOT
	33	*Ulmus davidiana var. japonica 'Discovery'*	Discovery Elm	2 – 1/2" B&B
	20	*Picea glauca var. dens*	Black Hills Spruce	6' B&B
	22	*Syringa reticulata subsp. reticulata*	Japanese tree lilac	2 – 1/2" B&B
TOTAL	75			

LANDSCAPING REQUIREMENTS

TREE REQUIREMENTS:
1 TREE PER 3000 S.F. OF SITE AREA
SITE AREA = 4.89 ACRES = 213,008 S.F. = 71 TREES REQUIRED

1 TREE PER 10 PARKING SPACES
PARKING STALLS PROVIDED = 42 STALLS = 4 TREES REQUIRED

TOTAL TREES REQUIRED = 71 + 4 = 75 TREES REQUIRED

PLANTINGS REQUIREMENTS:
1 PLANTING PER 10 L.F. OF BUILDING PERIMETER
PROPOSED BLDG PERIMETER = 720 L.F. = 72 PLANTINGS

N

0 15 30 60 90
Scale in Feet

REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors
3440 Federal Drive, Suite 110
Eagan, MN 55122
Telephone: 651-452-5051
www.rehder.com

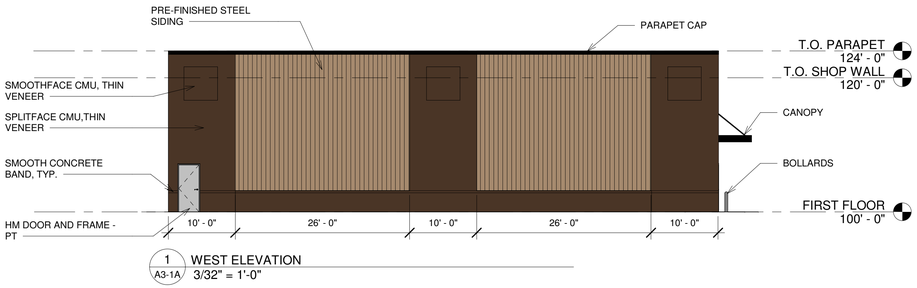
PROJECT NO.: 241-2187.044 DRAWING FILE: 2187044.DWG

2-25-25

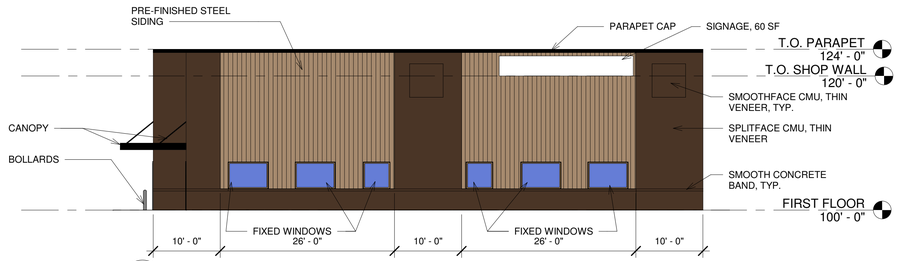
Issued
CITY SUBMITTAL

LANDSCAPE PLAN
AUTO REPAIR SHOP & OFFICE
CITY OF ROSEMOUNT

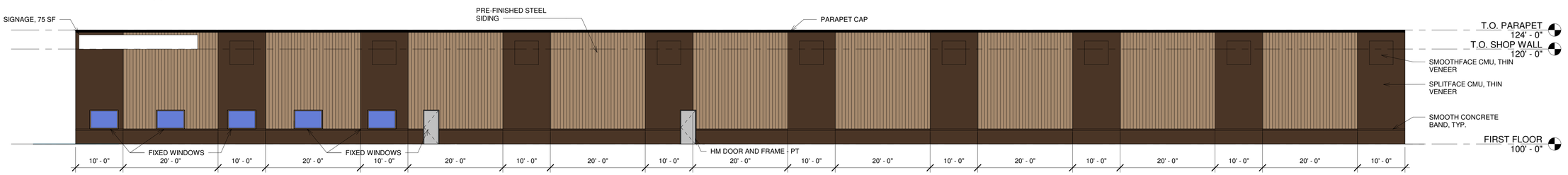
SHEET NUMBER
L1



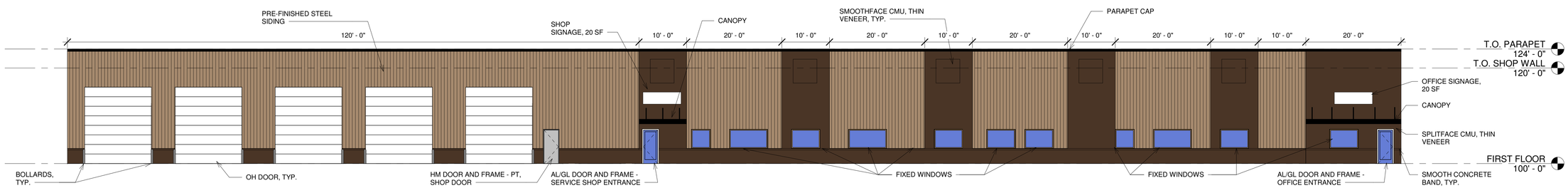
1 A3-1A WEST ELEVATION
3/32" = 1'-0"



4 A3-1A EAST ELEVATION
3/32" = 1'-0"



2 A3-1A NORTH ELEVATION
3/32" = 1'-0"



3 A3-1A SOUTH ELEVATION
3/32" = 1'-0"

EXTERIOR BUILDING COLORS/MATERIALS:

PRE-ENGINEERED METAL BUILDING PANELS - LIGHT BROWN (SUPPLIER WITH SUPPLIER'S COLOR TBD)
SPLITFACE CONCRETE MASONRY UNIT - THIN VENEER - COUNTY MATERIALS - COCOA BEAN (12-060A)
SMOOTHFACE CONCRETE MASONRY UNIT - THIN VENEER - COUNTY MATERIALS - COCOA BEAN (12-060A)
CAP FLASHING - MATTE BLACK, UNA-CLAD
OVERFLOW SCUPPERS/DOWNSPOUTS - MATTE BLACK, UNA-CLAD
ALUMINUM STOREFRONT/WINDOWS - CLEAR ANNODIZED/ GLASS - STD. GRAY TINT
HM DOORS AND FRAMES - PAINTED SW7669 SUMMIT GRAY
BOLLARDS - SAFETY YELLOW
GUARDRAIL/STAIRS - PAINTED SW 7669 SUMMIT GRAY
OVERHEAD DOORS - PRE-FINISHED WHITE
EXTERIOR LIGHT FIXTURES (WALL LIGHTS) - FACTORY PRE-FINISHED BLACK

EXTERIOR BUILDING MATERIAL PERCENTAGES:

NORTH FACADE: 6,673.22 SF
SPLITFACE/SMOOTHFACE CMU AND GLASS: 2,937.62 SF (44.02%)
PRE-FINISHED METAL SIDING: 3,735.6 SF (55.97%)

EAST FACADE: 1,968.23 SF
SPLITFACE/SMOOTHFACE CMU AND GLASS: 998.05 SF (50.70%)
PRE-FINISHED METAL SIDING: 970.18 SF (49.29%)

SOUTH FACADE: 5633.31 SF
SPLITFACE/SMOOTHFACE CMU AND GLASS: 2,310.99 SF (41.02%)
PRE-FINISHED METAL SIDING: 3,322.32 SF (58.97%)

WEST FACADE: 1,945.27 SF
SPLITFACE/SMOOTHFACE CMU AND GLASS: 846.56 SF (43.51%)
PRE-FINISHED METAL SIDING: 1,098.71 SF (56.48%)

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PRELIMINARY
NOT FOR CONSTRUCTION

No.	Description	Date

AUTO REAIR SHOP AND OFFICE

158TH CIR W, ROSEMOUNT, MN 55068

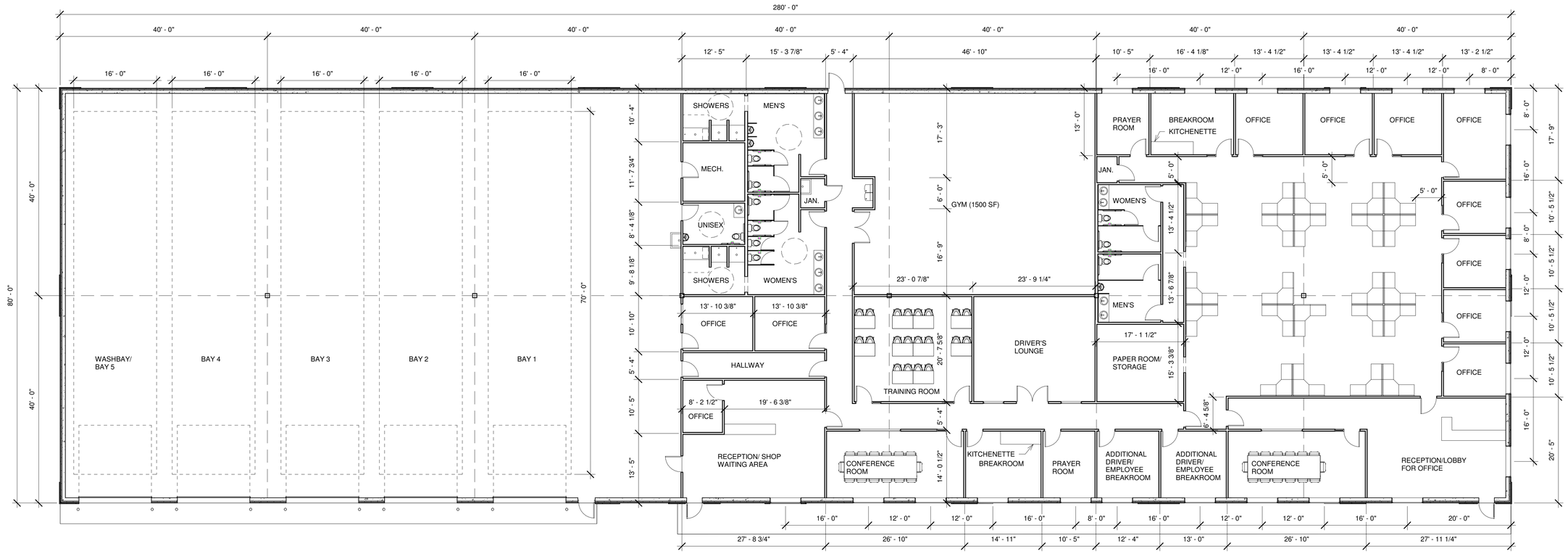
PRELIMINARY EXTERIOR ELEVATIONS

Project number	24-01-0093
Date	04/10/2025
Drawn by	NNR
Checked by	RWR

A3-1A

Scale	As indicated

4/10/2025 9:27:02 AM



1 A2-1 MAIN LEVEL FLOOR PLAN
1" = 10'-0"

NORTH

10' 5' 0' 10'

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PRELIMINARY
NOT FOR CONSTRUCTION

No.	Description	Date

AUTO REAIR SHOP AND OFFICE

158TH CIR W, ROSEMOUNT, MN 55068

MAIN LEVEL FLOOR PLAN

Project number	24-01-0093
Date	02/25/2025
Drawn by	NNR
Checked by	RWR
Scale	1" = 10'-0"

A2-1

2/25/2025 10:28:22 AM

Memorandum

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

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

Date: March 14, 2025

Re: Appro Auto Repair Shop and Office - Site Review
WSB Project No. 028388-000

We reviewed the documents provided by Civil Site Group on February 27, 2025. Documents reviewed include:

- Site Plan Application Set of Drawings, dated 2/25/25

Additional redline comments are provided on the submitted civil plans. Applicant should provide responses to each comment and redline comment. We offer the following comments below.

Civil Comments:

1. General
    a. Submit for and provide copies to the City of all required permits from regulatory agencies (MCES, Minnesota Pollution Control Agency, Minnesota Department of Health, NPDES, etc.)
    b. Address redline comments on attached plan sheets

2. Utilities
    a. Applicant to submit for Minnesota Department of Labor plumbing plan review and provide approved plans to City prior to permit issuance
    b. Show existing 8" gate valves
        i. Screw valve box top down below pavement and pave over service under western entrance
        ii. Provide GPS location shot on existing valve
    c. Note to protect and or replace insulation with utility connections
        i. Verify 7.5' cover over water service and provide insulation if less
    d. . Verify sanitary sewer service size.
        i. Shown as 6" on record plans

3. Streets, Signage and Street Lighting
    a. Show fire truck turning movements
    b. Dimension radii

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM

c. Parking areas need to meet ADA requirements

4. Landscape
    a. Provide information on infiltration basin restoration.

Grading, Drainage, and Erosion Control Comments:

5. General
    a. No comments.
6. Ponds and Wetlands
    a. No comments.
7. Emergency Overflow Routes:
    a. Include EOF elevations and locations for all low points in the parking lot and for the proposed basin.
    b. Confirm if the existing EOF elevation and location for the south basin is being maintained in the SE corner of the pond.
8. Retaining Walls:
    a. The retaining wall is greater than 4' tall. Provide certified retaining wall design. Confirm that the retaining wall in the easement will be allowed by the City.
9. Erosion Control:
    a. Provide SWPPP since disturbing greater than 1 acre.
    b. Show rock construction stabilization entrance.
    c. Provide information on infiltration basin restoration.
10. Grading:
    a. Pond slopes must be a maximum of 4:1 H:V slopes per City Engineering Guidelines.

Stormwater Management Plan:

11. General Storm Sewer Design
    a. Provide rational method storm sewer calculations and a catch basin drainage area map to confirm the storm sewer is sized for the 10-year event.
    b. Minimum storm sewer pipe diameter is 15". RCP pipes recommended under parking lot.
    c. Provide storm sewer detail plates.
12. Water Quantity
    a. No comments.
13. Rate/Volume Control
    a. No comments.
14. Freeboard
    b. No comments.
15. Water Quality
    a. Pretreatment sized to NURP standards is required prior to the infiltration areas. Provide documentation that pretreatment equivalent to a 2.5” rainfall event is provided.
        i. Note, in the 2019 approved plan this was accomplished by providing permanent pool storage within the ponds below specified elevations (NWL of 949.75 for south and southeast ponds).
16. Easements

c. Maintenance access to the basin should be covered under drainage and utility easement. Show proposed maintenance access.

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

ROSEMOUNT
PARKS AND RECREATION

M E M O R A N D U M

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

From: Dan Schultz, Parks and Recreation Director

Date: March 10, 2025

Subject: Biscayne Business Park – Omar Auto Repair

The Parks and Recreation Department recently reviewed the plans for the Omar Auto Repair project. After reviewing the plans, the Parks and Recreation Department staff has the following comments:

PARKS DEDICATION

As approved in 2019, the parks dedication requirement for this business park development was 10% of the land area or the cash in lieu of land at $8,500 per acre. The total cash in lieu of land dedication for the entire development was $112,880 ($8,500 per acre x 13.28 acres, which does not include road ROW).

Staff recommend that the city collect cash in lieu of land for the Omar Auto Repair project and that the cash payment should be paid for each lot at the time of issuance of the building permit for the project. The price per lot is $14,110.

At this time, staff is recommending the parks dedication be collected for three lots in the amount of $42,330.

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

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: April 15, 2025

AGENDA ITEM: Release of Subdivision Agreement for The Morrison	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	**AGENDA NO.** 6.j.
ATTACHMENTS: Release of Subdivision Agreement	**APPROVED BY:** LJM
RECOMMENDED ACTION: Approve a motion authorizing the release of the Subdivision Agreement for The Morrison.	

BACKGROUND

The completion of The Morrison construction in 2022, along with the associated conditions of the Subdivision Agreement, led to a final close out of the project fund in 2023. However, with no public infrastructure, a final acceptance of the improvements was not completed.

With the proposed development at the northeast corner of the parcel and the developer looking to refinance the property, a formal release of the Subdivision Agreement is needed. The release has been drafted by the City Attorney in order to allow the developer to have it recorded.

RECOMMENDATION

Staff recommends that City Council approve the Release of Subdivision Agreement for The Morrison.

RELEASE OF SUBDIVISION AGREEMENT THE MORRISON

FOR VALUABLE CONSIDERATION, the real property in DAKOTA County, Minnesota, legally described as:

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

is hereby released from the Subdivision Agreement between the City of Rosemount and The Morrison Partners, LLC, dated June 18, 2020, recorded September 10, 2020, as Document No. A3397279 in the office of the County Recorder of Dakota County, and recorded September 10, 2020, as Document No. T827668 filed in the office of the Registrar of Titles of Dakota County.

This instrument has been executed this ____ day of April, 2025.

[*signatures on following page*]

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 of the City of Rosemount, a Minnesota municipal corporation, by and on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA)
) ss.:
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Erin Fasbender, City Clerk of the City of Rosemount, a Minnesota municipal corporation, by and on behalf of the City.

_____
Notary Public

This instrument was drafted by:

Kennedy & Graven, Chartered (SCZ)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: April 15, 2025

AGENDA ITEM: Resolution of Support - Bonaire Path Trail Project	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY: Dan Schultz, Parks & Recreation Director	**AGENDA NO.** 6.k.
ATTACHMENTS: Resolution	**APPROVED BY:** LJM
RECOMMENDED ACTION: Motion to approve the attached resolution of support for the Bonaire Path Trail Project.	

BACKGROUND

City staff are working on final plans and securing the funding needed to build the trail on the south side of Bonaire Path from Bacardi Avenue to Autumn Path. Greg Lund, Parks Supervisor, has written a grant to the Minnesota Department of Natural Resources (DNR) asking for $250,000 to assist with the cost of constructing the trail. To increase our grant score, it has been recommended that we secure a resolution of support for the project from the City Council.

Included in the packet is the resolution of support for the Bonaire Path Trail project.

RECOMMENDATION

Staff is recommending the City Council approve the attached resolution of support.

CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA

RESOLUTION 2025 – XX

A RESOLUTION FOR SUPPORTING APPLICATION

WHEREAS, the City of Rosemount supports the grant application made to the Minnesota Department of Natural Resources for the Local Trail Connections Program. The application is to construct a one (1) mile of paved trail for the Rosemount local trail system. The trail system is located along the south side of Bonaire Path West between Bacardi Ave and Autumn Path ; and

NOW, THEREFORE, BE IT RESOLVED, if the City of Rosemount is awarded a grant by the Minnesota Department of Natural resources, the City of Rosemount agrees to accept the grant award and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Rosemount will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement; and

BE IT FURTHER RESOLVED, that the applicant has read the Conflict of Interest Policy contained in the Local Trail Connection Grant Manual and certifies it will report any actual, potential, perceived, or organizational conflicts of interest upon discovery to the state related to the application or grant award.; and

BE IT FURTHER RESOLVED, the City Council of the City of Rosemount names the fiscal agent for the City of Rosemount for this project as:

Teah Malecha
Administrative Services Director
City of Rosemount
2785 145th Street West Rosemount, MN 55068
teah.malecha@rosemountmn.gov (651) 423-4411

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEMOUNT, MINNESOTA the City of Rosemount hereby assures the Bonaire Path Trail Extension will be maintained for a period of no less than 20 years.

ADOPTED this 15th day of April, 2025.

_____
Jeffery D. Weisensel, Mayor

ATTEST:

_____
Erin Fasbender, City Clerk

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: April 15, 2025

AGENDA ITEM:	Approve Construction Agreement - 147th Street West	**AGENDA SECTION:**	CONSENT AGENDA
PREPARED BY:	Nick Egger, Public Works Director	**AGENDA NO.**	6.l.
ATTACHMENTS:	Project Map, Construction Agreement	**APPROVED BY:**	LJM
RECOMMENDED ACTION: Approve agreement with Maplewood Development for the construction of 147th Street West			

BACKGROUND

Earlier this year, the City received a request to reclassify a planned road segment in the northeastern part of the Amber Fields development as a public street. This came about during negotiations with the then-prospective buyer of the parcel at the southwest corner of Akron Avenue and CSAH 42, who made it clear that having a public road was essential to their interest in the site.

Currently, only the western portion of this road - near Abbeyfield Avenue, between The Landing apartments and the Echelon at Amber Fields townhomes - is partially constructed. To help facilitate the sale and future development of the corner lot, the City took steps to acquire an easement over the existing segment, and that corner parcel has since been purchased by the same buyer for a potential future grocery store. Construction on the remaining portion of the road will begin soon, completing the connection to Akron Avenue. A reference map is attached.

City staff have since negotiated terms with Maplewood Development to formally accept the road as public infrastructure. The attached agreement outlines each party's responsibilities for completing the remaining segment, similar to a typical subdivision agreement. Legal counsel and staff from both sides have agreed to the terms in principle.

RECOMMENDATION

Staff recommends that the Council approve the attached agreement for the construction of 147th Street West.

ROSEMOUNT
MINNESOTA

147th Street West

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CONSTRUCTION AGREEMENT
147th Street West (Amber Fields Commercial Road)

AGREEMENT dated this _____ day of _____, 2025, by and between the CITY OF ROSEMOUNT, a Minnesota municipal corporation (the **"City"**), and Maplewood Development and Construction, Inc., a Minnesota corporation (the **"Developer"**).

1. **City Approval.** The City grants approval to Developer for Developer's construction of 147th Street West (the "Project"), subject to the following conditions:

   A. The Developer agrees to complete all work for the Project in accordance with the City-approved plans ("Plans"), dated March 3, 2025.

   B. All work must comply with the City Engineer's recommendations and applicable City standards.

   C. The Developer shall obtain a temporary construction easement ("Temporary Construction Easement") and right of way easement ("ROW Easement") from the current property owner necessary in Developer's determination to construct the Project and for the City to maintain the Project after completion. The Temporary Construction Easement and ROW Easement shall be subject to the City's review and approval, which shall not be unreasonably withheld. A fully executed copy of the Temporary Construction Easement and ROW Easement shall be provided to the City prior to the commencement of construction activity.

   D. The Developer shall obtain prior to construction all necessary permits for the Project as required by regulatory agencies and other levels of government beyond the City.

   E. Prior to the start of the Project, Developer must hold a pre-construction meeting with City staff including the City Public Works Director and the City Engineer.

   F. The Developer must provide proper erosion control measures and maintain those measures throughout the Project.

2. **Scope of Work**. The Developer shall install or cause to be installed and pay for the following, as described and illustrated within the Plans. The work includes, but is not limited to:

   A. Surveying and staking

   B. Grading

   C. Surface improvements (paved streets, sidewalks, trails, etc.)

   D. Any required signage and roadway pavement markings

   E. Water main improvements

F. Sanitary sewer improvements

G. Storm sewer improvements

H. Gas, electric, telecommunications, and cable lines

I. Landscaping and Restoration

J. Streetlights

K. Other items as necessary to complete the Project as stipulated herein or in other agreements signed by Developer.

(collectively, the "Public Improvements".)

3. **Time of Performance**. All construction for the Project shall be completed by August 31, 2025. The pavement wear course shall be completed no later than one year after the first lift installation for the Project. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the Additional Security, as defined below, posted by the Developer to reflect cost increases and the extended completion date, if any.

4. **Security for Public Improvements**. The Public Improvements shall be assured via the Developer's existing Letter of Credit for Amber Fields, TruStone Financial LOC #1031 dated February 26, 2025 ("Existing Letter of Credit") in the amount of Five-hundred fifty-six thousand eight-hundred eighteen dollars ($556,818).

The amount of the security is calculated as follows:

No.	Item	Cost	Surety Amount	Calculation
1	Street Lights	$22,500	$28,125	$7,500/light x 3 lights X $125%
2	Surface Improvements (Street, Curb & Gutter, Erosion Control, Grading, Restoration	$241,021	$301,276	125% of construction cost bid
3	Water Main Improvements	$89,042	$111,303	125% of construction cost bid
4	Sanitary Sewer Improvements	$25,043	$31,304	125% of construction cost bid
5	Storm Sewer Improvements	$67,848	$84,810	125% of construction cost bid
	Total	**$445,454**	**$556,818**	

The Existing Letter of Credit shall be automatically renewable until the City releases the Developer from responsibility under this Agreement with respect to the Public Improvements described in the chart above. The Existing 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 Existing Letter of Credit without notice if the obligations of the Developer have not been completed, as required by this Agreement and after the expiration of all applicable notice and cure periods. In the event of a default under this Agreement by the Developer, the City shall furnish the Developer with written notice by certified mail of Developer's default(s) under the terms of this Agreement ("Notice"). If the Developer does not commence and continue to cure said default(s) within thirty (30) days of receiving the Notice, the City may draw on the Existing Letter of Credit and take such steps as it deems necessary to remedy the default. Developer may request an extension of the 30-day cure period, which the City has the discretion to approve or deny in its reasonable judgment. With City approval, the Existing Letter of Credit shall be reduced from time to time as financial obligations are paid and Public Improvements and other Developer obligations are completed to the City's requirements. Within ten (10) business days of the date of the City's receipt of the Developer's written reduction request, the City shall begin a review of the request. The City's processing of an approval of Developer's reduction requests will be dependent on the level of detailed information submitted to the City by the Developer, and from time to time the

Developer may be required to provide supplemental information to substantiate a request. The City will act in good faith to process and approve reduction requests in a reasonable and timely fashion.

5. [Reserved].

6. **Erosion Control**. Prior commencement of any excavation and utility construction, the Developer must submit to the City an approved erosion control plan ("Erosion Control Plan All areas disturbed by the excavation and backfilling operations associated with the Project shall be reseeded within seventy-two (72) hours after the completion of the work in the affected 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 by the Developer as necessary for seed retention.

   The parties recognize that time is critical in controlling erosion. If the Developer does not comply with the Erosion Control Plan and schedule, or supplementary instructions regarding erosion control as may be received by Developer from the City, the City may take such action as it deems appropriate to control erosion. The City will attempt to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's or City's right or obligations hereunder. If the City undertakes such emergency work to control erosion, the City shall send the Developer a written invoice of the City's costs for such erosion control work. If the Developer does not reimburse the City for any cost the City incurred for such work within thirty (30) business days after receipt of an invoice for the work, the City may draw down the letter of credit to pay such costs.

   Any costs for City inspection of onsite erosion and sediment control shall be at the Developer's expense.

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

7. **Clean up**. The Developer shall clean streets of dirt and debris resulting from Project construction work by the Developer or its agents. The City will inspect the site on a weekly basis and determine whether it is necessary to take additional measures to clean dirt and debris from the streets. Costs for City onsite inspection shall be at the Developer's expense. The City shall provide verbal or written notice to the Developer if the City determines that any streets affected by the Project must be cleaned of dirt and debris. After a twenty-four (24) hour verbal or written notice to the Developer, the City will complete or contract to complete the clean-up at the Developer's expense. If the City undertakes or contracts to undertake such street clean-up efforts, the City shall send the Developer a written invoice of the City's costs of such street clean-up efforts. If the Developer does not reimburse the City for any cost the City incurred for such work within thirty (30) business days after receipt of an invoice for the work, the City may draw down the letter of credit to pay such costs. The Developer shall inspect and, if necessary, clean all catch basins, sumps, and ponding areas of erosion/siltation and restore to the original condition at the end of completion of the Public Improvements subject of this Agreement within each phase of this development. All silt fence and other erosion control should be removed following the establishment of turf.

8. **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.

The Developer shall work with the owners of adjacent private properties through which the roadway corridor traverses in order to secure a right of way easement in favor of the City of Rosemount to remain in effect until proper platting and dedication of right of way takes place.

9. **Maintenance Responsibilities.** Upon acceptance of the Public Improvements, the City will provide all ongoing maintenance and replacement of public infrastructure within the right of way corridor, with the following exceptions:

   A. The adjacent property owners shall be responsible for all landscaping, turf maintenance, and sidewalk snow and ice control.

10. **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. The Developer's contractor shall provide a warranty bond in the amount of 20% of the value of the Public Improvements as surety of coverage.

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

11. **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 Project, including the following costs as applicable, but not limited to: Soil and Water Conservation District charges, planning, engineering and inspection expenses, and legal expenses incurred in connection with 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 Project.

    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 Seventy-nine thousand, one-hundred seventy-two dollars ($79,172) shall be deposited by the Developer 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	$ 445,454	
1	Engineering Fees	$44,545	10% of Estimated Construction Cost
2	Attorney Fees	$2,000	Estimate
3	5% City Administrative Fees	$22,273	5% of Estimated Construction Cost
4	Street Light Energy Cost	$2,160	3 lights x 24 months x $30/month
5	Seal Coating	$8,194	$1.70/SY x 4,820 SY (includes existing portion of 147th Street W)
	Total	**$79,172**	

If the actual City fees exceed this estimate, the Developer shall pay the additional costs to the City within thirty (30) business days after receipt of a written request from the City, which shall include

an invoice, including itemized costs. If actual City fees are lower than this estimate, any surplus funds will be returned to the Developer when the project fund is reconciled and closed.

C. The Developer shall pay in full all invoices submitted to it by the City for obligations incurred under this Agreement within thirty (30) business days after receipt. If the invoices are not paid on time, the City may halt development work and construction including, but not limited to, the issuance of building permits, assess costs, or pursue other appropriate and lawful remedies, until the past-due invoices are paid in full. Bills not paid within thirty (30) business days shall accrue interest at the rate of six percent (6%) per year.

D. The Developer shall pay all energy costs for street lights installed within the Project boundaries for 24 months at a cost of $30/month/light. After that, the City shall pay and be responsible for the energy costs.

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

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

13. **Insurance**. The Developer, through its contractor performing the work on the Project, agrees to take out and maintain until six (6) months after the City has accepted the Public Improvements, commercial general liability insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work on the Project, or of its contractors or subcontractors work on the Project. Liability limits shall be not less than $2,000,000 per occurrence and $3,000,000 annual aggregate and twice said limits when the claim arises out of the release or threatened release of a hazardous substance. To accomplish the above limits, an umbrella excess liability policy may be used. Developer must also maintain worker's compensation insurance with coverage amounts required by statute. The City shall be named as an additional insured on the commercial general liability policy or umbrella/excess insurance policy, if applicable. The Developer must provide a certificate of insurance to the City demonstrating compliance with the above. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.

14. **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.

15. **Developer's Default**. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City will furnish the Developer with written notice of such default by certified mail. If the Developer does not remove said default(s) within thirty (30) days of receiving the notice, the City may, at its option, perform the work and the Developer shall reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, no less than 48 hours in advance. Developer may request an extension of the 30-day cure period, which the City has the discretion to approve or deny in its reasonable judgment.

16. **Miscellaneous**.

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

B. 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.

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

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

E. The Developer may not assign this Agreement without the written permission of the City Council, except the Developer may assign this Agreement to Earl Street Partners II, LLC, a Minnesota limited liability company, without written permission from the City Council.

F. The Developer acknowledges that the City may issue additional requirements outside of the 2024 General Specifications and Standard Detail Plates for Street and Utility Construction or the 2008 Engineering Guidelines as the City is in the process of updating these documents. The review process may require additional time and expense due to this process, which shall be the Developer's responsibility. The Developer shall not be billed for the time required for the City to update and approve their revisions to the 2024 General Specifications and Standard Detail Plates for Street and Utility Construction or the 2008 Engineering Guidelines.

G. This Agreement includes all attachments, exhibits, and schedules, if any, attached to it, all of which are hereby made a part of this Agreement.

17. **Disclaimer of Relationship**. Nothing in this Agreement nor any act by the City or the Developer shall be deemed or construed by the City, the Developer, or any third party as creating any relationship of principal/agent, limited or general partner or joint venture between such parties.

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

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

CITY OF ROSEMOUNT

BY: _____
Jeffery D. Weisensel, Mayor

BY: _____
Erin Fasbender, City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 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

MAPLEWOOD DEVELOPMENT AND CONSTRUCTION, INC

BY: _____
Mario J. Cocchiarella, its President

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Mario J. Cocchiarella, President of Maplewood Development and Construction, Inc., a Minnesota corporation, on behalf of said corporation.

_____
Notary Public

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

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: April 15, 2025

AGENDA ITEM:	Approve Subdivision Agreement - Rosemount Middle School Project	**AGENDA SECTION:**	CONSENT AGENDA
PREPARED BY:	Nick Egger, Public Works Director	**AGENDA NO.**	6.m.
ATTACHMENTS:	Subdivision Agreement	**APPROVED BY:**	LJM
RECOMMENDED ACTION: Approve Subdivision Agreement with Independent School District 196 for Rosemount Middle School Infrastructure Construction			

BACKGROUND

Although grading and some construction on the site of the new Rosemount Middle School has been ongoing under special permission from the City and through building permit approvals by the MN Department of Labor and Industry, there was remaining civil infrastructure design and review that needed to take place for what will become City-owned and maintained street and utility system components. Those plans are now approved, and one of the last steps before construction on the infrastructure items can begin is approval of the Subdivision Agreement to solidify obligations and responsibilities of each party.

The attached agreement entails the terms and conditions between the City and ISD 196, and has been reviewed and agreed upon in principle by each party. The ISD 196 School Board is set to consider and approve the agreement from their end on April 14th.

Construction of the public infrastructure items is tentatively scheduled to ramp up starting in early May. The school will open its doors to students in the fall of 2027.

RECOMMENDATION

Staff recommends that the Council approve the attached Subdivision Agreement with Independent School District 196 for Rosemount Middle School Infrastructure Construction

SUBDIVISION AGREEMENT
Rosemount School District Fifth Addition
(Rosemount Middle School Development)

SUBDIVISION AGREEMENT (this "**Agreement**") dated this _____ day of _____, 2025 by and between the CITY OF ROSEMOUNT, a Minnesota municipal corporation, (the **"City"**), and INDEPENDENT SCHOOL DISTRICT NO. 196, (the **"Developer"**).

1. **Request for Plat Approval.** On September 17, 2024, the Developer requested and received City approvals for the subdivision of land and a plat of land to be known as Rosemount School District Fifth Addition, which land is legally described on ATTACHMENT ONE, attached hereto and hereby made a part hereof (hereinafter referred to as the "**Subject Property**").

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

   a. Approval of the Rosemount School District Fifth Addition Preliminary and Final Plats.
   b. Independent School District 196 shall continue to work with the City and Dakota County on pedestrian safety and traffic concerns. Solutions which are found to be warranted will need to be in place prior to the school opening.
   c. Conformance with all conditions of the City Engineer as outlined in the memo dated August 20, 2024, and associated stormwater review memo dated August 20, 2024.
   d. The applicant shall work with City staff to address the Landscaping Plan prior to City Council approval.
   e. Conformance with the requirements of the Parks and Recreation Director contained within the memo dated August 20, 2024.
   f. Site signage shall require a separate sign permit and meet the requirements of signs in the PI zoning district.
   g. Exterior lighting poles shall not exceed 30 feet in height.

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. **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. 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 and Building Pad Elevations

Plan F - Street Lights

Plan G - Landscape Improvements

Developer installed public improvements that lie within right of way for Boulder Trail, Biscayne Avenue, and Dakota County State Aid Highway 42 will be designed by the Developer's consulting engineer, are subject to approval by the City, and will be installed by the Developer.

Developer Improvements outside of the public rights of way on the Developer's private property and/or within easements on the Developer's private property will be designed by the Developer's consulting engineer and must be approved by the City. 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 these plans and specifications. The City will perform all construction inspection for the portion of the Developer Improvements which are in public rights of way and/or easements, at the Developer's expense. Construction inspection includes but is not limited to inspection, testing, documentation, and monitoring.

6. **Installation by Developer.** To the extent contemplated by the plans in Section 5 above, the Developer shall install or cause to be installed and pay for the following, hereinafter referred to as the "Developer Improvements":

A. Surveying and staking

B. Surface improvements (paved streets, parking areas, 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

L. Other items as necessary to complete the development as stipulated herein or in other agreements.

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

7. **Time of Performance.** The Developer shall install all required improvements, except the wear course of pavement, enumerated in Paragraph 6 that will serve the subject property by November 15, 2026 subject to delays due to inclement weather, casualty, labor strikes, material shortages, or other force majeure not within the Developer's reasonable control. The pavement wear course shall be completed

by July 31, 2027. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

8. **City-Installed Public Infrastructure**. The following improvements, hereinafter will be installed by the City:

   A. A City-owned and maintained sanitary sewer lift station and appurtenances located on Lot 2, Block 1 of the Rosemount School District Fifth Addition.

The City shall install all improvements listed within this section by May 31, 2026 subject to delays due to inclement weather, casualty, labor strikes, material shortages, or other force majeure not within the City's reasonable control.

9. **Future Extension of Boulder Trail & Related Infrastructure ("Future Improvements")**
Boulder Trail is being extended east of Biscayne Avenue by approximately 900 feet, along with necessary municipal and private utility systems, as a required element of the Developer's project scope. At a future date which is yet to be determined, Boulder Trail will be extended further to the east as development progresses ("Future Improvements"). Either the City, or private developers as required by the City, will administer the Future Improvements.

With the exception of expenses for City trunk utility system oversizing cost increments, the adjacent landowners abutting the extension(s) shall be responsible for 100% of associated costs for the Future Improvements, including but not limited to: surveying, geotechnical, design, engineering, legal, material testing project inspection, oversight, and administration, and utility extensions by third-party private utility providers.

Cost split responsibilities for adjacent landowners and developers will be determined at the time at which the Future Improvements are administered, and there shall be no upfront arrangement to pre-pay for the Future Improvement expenses.

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 Forty-One Thousand, Seven-Hundred Fifty-Nine Dollars and Zero cents ($2,941,759.00)**. The amount of the security for each category of work is as follows:

Item	Cost	Surety Amount
Grading & Erosion Control	$217,704	$239,474
Pond Restoration and Erosion Control Removal	$25,000	$27,500
Survey Monumentation	$2,000	$2,200
Landscaping (555 trees per Community Development Department X $300/tree)	$166,500	$183,150
Street Lights (3 X $7,500/light)	$22,500	$24,750
Surface Improvements	$710,093	$887,616
Water Main Improvements	$230,594	$288,243
Sanitary Sewer Improvements	$245,613	$307,016
Storm Sewer Improvements	$785,448	$981,810
Total	**$2,405,452**	**$2,941,759**

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

The bank and form of the letter of credit or other security shall be subject to the approval of the City Administrator. The letter of credit shall be automatically renewable until the City releases the Developer from responsibility. The letter of credit shall secure compliance with all terms of this Agreement and all obligations of the Developer under it. The City may draw down on the letter of credit without notice if the obligations of the Developer have not been completed as required by this Agreement. In the event of a default under this Agreement by the Developer, the City shall furnish the Developer with written notice by certified mail of Developer's default(s) under the terms of this Agreement. If the Developer does not remove said default(s) within thirty (30) days of receiving notice, the City may draw on the letter of credit and take such steps as it deems necessary to remedy the default. Developer may request an extension of the 30-day cure period, which the City has the discretion to approve or deny in its reasonable judgment. With City approval, the letter of credit may be reduced from time to time as financial obligations are paid and Developer Improvements and other Developer obligations are completed to the City's requirements. Within ten (10) business days of the date of the reduction request, the City shall begin a review the request. Processing of an approval of said requests will be dependent on the level of detailed information submitted to the City by the Developer, and from time to time the Developer may be required to provide supplemental information to substantiate a request. The City will act in good faith to process and approve reduction requests in a reasonable and timely fashion

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

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

13. **Erosion Control**. Prior to site grading, and before any utility construction is commenced or building permits are issued, the erosion control plan shall be implemented, inspected and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded within 7 days 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 completely surrounded with an approved erosion control silt fence. Approved erosion control fencing shall be installed around the perimeter of each lot or at City-approved locations at the time of building permit issuance and remain in place until the lot is seeded or sodded. A 20-foot opening will be allowed on each lot for construction deliveries.

The parties recognize that time is critical in controlling erosion. If Developer 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 Community Development Department.

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 maximum extent practicable, to the original condition at the end of construction within this development. All silt fence and other erosion control should be removed following the establishment of turf. These items are to be secured through the letter of credit as is noted in Exhibit A.

16. **Ownership of Improvements.** Upon completion and formal City acceptance of the construction required by this Agreement by way of a resolution of the City Council, the Public Improvements lying within public rights-of-way, City-owned properties, 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 the date of formal acceptance by the City by way of a resolution of the City Council or such longer period as is specified in plans and specifications for Public Improvements or otherwise indicated within this section of the Agreement.

All trees, grass and sod shall be warranted to be alive, of good quality and disease free for twenty-four (24) months after planting. The Developer shall provide official notice to the City's Community Development Department of the date of planting for all landscaping.

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 Public Works Director an inspection report by July 31 each year after initial installation. The report shall include 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.

Said report must be compiled and certified by the Developer's Engineer of Record for design of the stormwater and pond infrastructure.

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, regulatory agency permits, 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 also have cost responsibility for the preparation and enforcement of this Agreement, engineering, construction oversight inspection, testing, and administration, and attorney's fees. Upon request, the City shall provide invoices, in reasonable detail, as to any such fees. The City fees of $129,678.38 shall be deposited with the City at the time this Agreement is signed, and represents the following amounts:

$106,496.50	Project Design, Oversight & Administrative Fees (5% of construction + contingencies estimate for Boulder Trail & other Public Infrastructure items being performed by developer
$2,500.00	Attorney Fees (estimate)
$2,160.00	Street Light Energy Cost (estimated 3 lights on Boulder Trail)
$8,374.20	GIS Fees ($120/acre X 69.875 acres in platted area)
$10,147.68	Seal Coating (Boulder Trail + Public ROW Trail Surfaces)
$129,678.38	**Total Amount Due**

If the actual City fees exceed this estimate, the Developer shall pay the additional costs to the City within thirty-five (35) business days of the request. If actual City fees are lower than this estimate, the project fund will be reconciled, and any surplus funds will be returned to the Developer within thirty-five (35) business days of completion of such reconciliation.

C. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty-five (35) 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-five (35) business days shall accrue interest at the rate allowed in Minnesota Statute § 471.425.

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. At this time, it is assumed that three (3) street lights will be installed on Boulder Trail.

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 sealcoating the trail surfaces within public rights of way at a cost of $0.35/SF. The sealcoating will be completed within three (3) years following wear course placement.

G. The City shall pay a share of utility system expansion expenses as follows:

1. Storm Sewer System:
   a. Intersection of Boulder Trail and Biscayne Avenue:
      i. The City will cover 100% of the cost for installing two (2) reinforced concrete storm sewer structures located at the southwest and southeast corners of the intersection.
      ii. This includes the twin arch pipes connecting these two structures beneath Biscayne Avenue, and the inlet flared-end structure and stabilization materials on the west side of the intersection.
   b. 48" RCP Pipe connecting the Boulder Trail and Biscayne Avenue intersection to Regional Stormwater Pond:
      i. The City will cover 100% of the cost for the 48" reinforced concrete pipe (RCP) extending from the southeast corner of the intersection to its outfall into the

regional stormwater ponding basin on the Rosemount Middle School property, including the outlet flared-end structure and stabilization materials around the outlet into the pond.

ii. The City will cover the incremental cost of installing larger reinforced concrete storm sewer structures to accommodate the 48" RCP compared to structures required for a standard 15" RCP pipe.

c. 48" RCP Pipe from the Regional Stormwater Pond:

i. The City will cover the incremental cost of the 48" RCP pipe extending from the discharge structure of the regional stormwater ponding basin to its northern terminus.

ii. The City will cover the incremental cost of reinforced concrete storm sewer structures along this segment, compared to structures needed for a standard 15" RCP pipe.

2. Water System:

a. Trunk Watermain Beneath Boulder Trail:

i. The City will cover the incremental cost difference between a 16" diameter ductile iron pipe (DIP) trunk watermain and a standard 12" diameter DIP watermain. There is no 12" DIP watermain included in this project, therefore for the purposes of calculating the incremental cost the unit price per installed foot of 12" watermain shall be set at $95.00/foot based on bid and construction data of recent projects.

b. Butterfly Valves:

i. The City will cover the incremental cost difference between 16" butterfly valves on the trunk watermain and standard 12" gate valves. There are no 12" gate valves to be installed on this project, therefore for the purposes of calculating the incremental cost the unit price per installed 12" gate valve shall be set at $5,200.00/each based on bid and construction data of recent projects.

3. Sanitary Sewer System:

a. Sanitary Sewer Force Main:

i. The City will cover 100% of the cost for installing the sanitary sewer force main, including its connection to the Metropolitan Council Environmental Services (MCES) interceptor sewer.

ii. This also includes all sanitary sewer structures along the entire length of the force main.

b. Gravity Sanitary Sewer Mainline:

i. The City will cover 100% of the cost for installing the 18" diameter PVC gravity sanitary sewer mainline beneath Boulder Trail.

ii. This includes all associated structures and the connection to the site of the sanitary sewer lift station to be constructed on the Rosemount Middle School property.

H. As discussed in Section 9, cost split responsibilities for the Future Improvements will be determined at the time at which the Future Improvements are administered, and there shall be no upfront arrangement to pre-pay for the Future Improvement expenses.

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

20. **Insurance**. The Developer agrees to take out and maintain or cause to be taken out and maintained until six months after the City has accepted the Subdivision Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than $500,000 when the claim is one for death by wrongful act or omission or for any other claim and $2,000,000 for any number of claims arising out of a single occurrence, and liability limits of not less than $1,000,000 each occurrence/$1,000,000 aggregate 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 Developer will give the City 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 the fees, charges, and assessments outlined in this section, subject to the following terms and conditions:

A. Park dedication fees - are hereby waived in lieu of the Developer's project providing publicly available recreational fields and amenities.

B. Storm Sewer Trunk Area Charges – estimated at $401,698.61 based on City policy. Final amount subject to final project cost accounting of City cost-share participation for specific components in accordance Section 18.G of this agreement.

C. Watermain Trunk Area Charges – $453,602.50 based on City policy. Final amount subject to final project cost accounting of City cost-share participation for specific components in accordance Section 18.G of this agreement.

D. Sanitary Sewer Trunk Area Charges – $75,018.88 based on City policy. Final amount subject to final project cost accounting of City cost-share participation for specific components in accordance Section 18.G of this agreement.

City Cost-Participation Mechanism:

For this project, the City's cost participation will be determined using actual completed construction costs.

The Developer will not be required to pay trunk area charges upfront at the time of this agreement's execution. Instead, payment will be deferred until the final actual construction costs are known, at which time credits will be applied to the Developer's charges and fees, with any remaining amount to be paid by the Developer.

To facilitate accurate cost accounting:

1. The Developer is required to use separate bid schedules to itemize and isolate all components detailed in Section 18.G of this agreement.
2. The Developer must provide ongoing cost tracking for these components, including line-item quantification after bids are received, during construction, and upon completion.
3. Final completed construction quantities and costs must be documented and submitted to the City.

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 (STAC) are $2,270/acre for commercial and industrial project types.

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

D. Water Availability Charges per SAC unit (for example, WAC is $39,250 for 6" water meter)

E. Water Meter purchase charge per size of water meter

23. Building Permits. No certificates of occupancy shall be issued until:

A. The site grading is completed and approved by the City.

B. All public utilities are tested, approved by the Public Works Director, 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 Public Works Director.

24. Record Drawings. At project completion, Developer shall submit record drawings of all private infrastructure improvements and Developer-constructed public 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 Public Works Director.

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 Subject Property. 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 or nationally recognized overnight courier at the following address:

Independent School District No. 196
3455 153rd Street West
Rosemount, MN 55068
Attn: Director of Finance and Operations

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 or nationally recognized overnight courier in care of the City Administrator at the following address:

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

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

DEVELOPER

BY: _____
Cory Johnson, School Board Chair

BY: _____
Sakawdin Mohamed, School Board Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025

by _____, its _____.

_____
Notary Public

My Commission Expires: _____

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 ($3,000/acre). Note: The minimum surety amount is set at $25,000.

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

Surface Improvements, Water Main Improvements, Sanitary Sewer Improvements, & Storm Sewer Improvements - An amount equal to 125% of the cost to complete these infrastructure components in accordance with the City-approved plans.

EXHIBIT B

(COMPUTATION AND SUMMARY OF DEVELOPMENT & CITY FEES)

Rosemount School District Fifth Addition

EXHIBIT B

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

No.	Item	Cost	Surety Amount	Calculation
1	Grading and Erosion Control	$ 217,704	$ 239,474	$3,000/ac x 72.568 acres disturbed. Minimum $25,000 X 110%
2	Pond Restoration and Erosion Control Removal	$ 25,000	$ 27,500	Minimum $25,000 X 110%
3	Survey Monumentation	$ 2,000	$ 2,200	$500/lot x 4 lots X 110%
4	Landscaping	$ 166,500	$ 183,150	Per City Planner (555 trees x $300/tree) X 110%
5	Street Lights	$ 22,500	$ 24,750	$7,500/light x 3 lights (estimated - on Boulder Trail) X 110%
6	Surface Improvements	$ 710,093	$ 887,616	125% of estimated Boulder Trail construction cost plus contingency
7	Water Main Improvements	$ 230,594	$ 288,243	125% of estimated Boulder Trail construction cost plus contingency
8	Sanitary Sewer Improvements	$ 245,613	$ 307,016	125% of estimated Boulder Trail construction cost plus contingency
9	Storm Sewer Improvements	$ 785,448	$ 981,810	125% of estimated Boulder Trail construction cost plus contingency
	Total (Lines 1-9)	**$ 2,405,452**	**$ 2,941,759**	

City Fees (due with signed agreement)

No.	Item	Cost	Calculation
	Estimated Construction Cost	$2,129,930.00	Boulder Trail Construction Cost Estimate, plus contingencies (As of 10/14/2024)
1	Project Design, Oversight, & Administrative Fees	$106,496.50	(5% of construction + contingencies estimate for Boulder Trail component)
2	Attorney Fees	$2,500.00	Estimate
3	Street Light Energy Cost	$2,160.00	3 lights x 24 months x $30/month
4	GIS Fees	$8,374.20	$120/acre x 69.785 acres
5	Street Seal Coating	$4,677.17	$1.70/SY x 5,502.56SY
6	Trail Seal Coating	$5,470.51	$0.35/SF x 1,736.67SY X 9 SF/SY
	Total (Lines 1-6)	**$129,678.38**	

Development Fees (payment deferred, pending final actual construction cost computations)

No.	Item	Cost	Calculation
1	Park Dedication	$0.00	Waived in lieu of the Developer's project providing publicly available recreational fields and amenities.
2	Storm Sewer Trunk Charge	$401,698.61	$6,865/net developable acre x 63.171 acres (does not include areas below HWL of ponds)
3	Sanitary Sewer Trunk Charge	$75,018.88	$1,075/acre x 69.785 acres
4	Water Trunk Charge	$453,602.50	$6,500/acre x 69.785 acres
	Total	**$930,319.99**	

ATTACHMENT ONE

(ROSEMOUNT SCHOOL DISTRICT FIFTH ADDITION FINAL PLAT)

ROSEMOUNT SCHOOL DISTRICT FIFTH ADDITION

PRELIMINARY

SUBJECT TO REVISION

KNOW ALL PERSONS BY THESE PRESENTS: That Regents of the University of Minnesota, a Minnesota constitutional corporation, owner of the following described property:

That part of the south half of the Southwest Quarter of Section 28 and the north half of the Northwest Quarter of Section 33, Township 115, Range 19, Dakota County, Minnesota, described as follows: Commencing at the southwest corner of said Southwest Quarter of Section 28; thence South 89 degrees 26 minutes 13 seconds East, on an assumed bearing along the west line of said north half of the Northwest Quarter, 1,305.32 feet; thence North 89 degrees 26 minutes 13 seconds East 911.79 feet; thence northeasterly 467.75 feet along a tangential curve, concave to the northwest, having a radius of 850.45 feet and a central angle of 44 degrees 39 minutes 13 seconds; thence North 44 degrees 47 minutes 00 seconds East 1,272.48 feet; thence northeasterly 1,178.10 feet along a tangential curve, concave to the southeast, having a radius of 750.00 feet and a central angle of 90 degrees 00 minutes 00 seconds; thence North 0 degrees 11 minutes 04 seconds East 1,186.56 feet; thence North 82 degrees 48 minutes 56 seconds West 33.00 feet; thence northwesterly 1,178.10 feet along a tangential curve, concave to the northeast, having a radius of 750.00 feet and a central angle of 90 degrees 00 minutes 00 seconds; thence North 7 degrees 11 minutes 04 seconds West 1,272.48 feet; thence northwesterly 467.75 feet along a tangential curve, concave to the southwest, having a radius of 850.45 feet and a central angle of 31 degrees 30 minutes 30 seconds; thence North 39 degrees 41 minutes 30 seconds West 286.59 feet to a point of curvature of said southeasterly line; thence southeasterly 131.50 feet along said southeasterly line being a tangential curve concave to the northeast, having a radius of 879.95 feet and a central angle of 47 degrees 37 minutes 00 seconds to a point of tangency; thence South 87 degrees 18 minutes 30 seconds East 1,272.48 feet; thence southeasterly 1,178.10 feet along a tangential curve, concave to the southwest, having a radius of 750.00 feet and a central angle of 90 degrees 00 minutes 00 seconds; thence South 2 degrees 41 minutes 30 seconds West 1,186.56 feet; thence South 0 degrees 17 minutes 30 seconds West, along said west line 232.85 feet to the point of beginning.

Has caused the same to be surveyed and platted as ROSEMOUNT SCHOOL DISTRICT FIFTH ADDITION and does hereby dedicate to the public for public use the public way and the drainage and utility easements as created by this plat.

In witness whereof said Regents of the University of Minnesota, a Minnesota constitutional corporation, has caused these presents to be signed by its proper officers this _____ day of _____, 20___.

REGENTS OF THE UNIVERSITY OF MINNESOTA

Signed: _____ Its President Signed: _____ Its Secretary

STATE OF _____
COUNTY OF _____

The instrument was acknowledged before me this _____ day of _____, 20___, by _____, President and _____, Secretary of Regents of the University of Minnesota, on behalf of the corporation.

(Signature)

(Printed)
Notary Public, _____ County, _____
My Commission Expires: _____

I, Arlee J. Carlson, 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 wetlands, 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___

Arlee J. Carlson, Licensed Land Surveyor
Minnesota License No. 44920

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me on this _____ day of _____, 20___, by Arlee J. Carlson.

(Signature)

(Printed)
Notary Public, _____ County, _____
My Commission Expires: _____

City Council, City of Rosemount, State of Minnesota

This plat of ROSEMOUNT SCHOOL DISTRICT FIFTH ADDITION was approved and accepted by the City Council of the City of Rosemount, Minnesota at a regular meeting thereof held this _____ day of _____, 20___, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ Mayor

By: _____ Clerk

County Surveyor, County of Dakota, State of Minnesota

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

Todd B. Tollefson
Dakota County Surveyor

County Board, County of Dakota, State of Minnesota

We do hereby certify that on the _____ day of _____, 2024, the Board of Commissioners of Dakota County, Minnesota, approved this plat of ROSEMOUNT SCHOOL DISTRICT FIFTH ADDITION, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

Chair County Board

Attest:
Dakota County Treasurer–Auditor

Department of Property Taxation and Records, County of Dakota, State of Minnesota

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

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

County Recorder, County of Dakota, State of Minnesota

I hereby certify that this plat of ROSEMOUNT SCHOOL DISTRICT FIFTH ADDITION was filed in the office of the County Recorder for public record on this _____ day of _____, 20___, at _____ o'clock __.M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

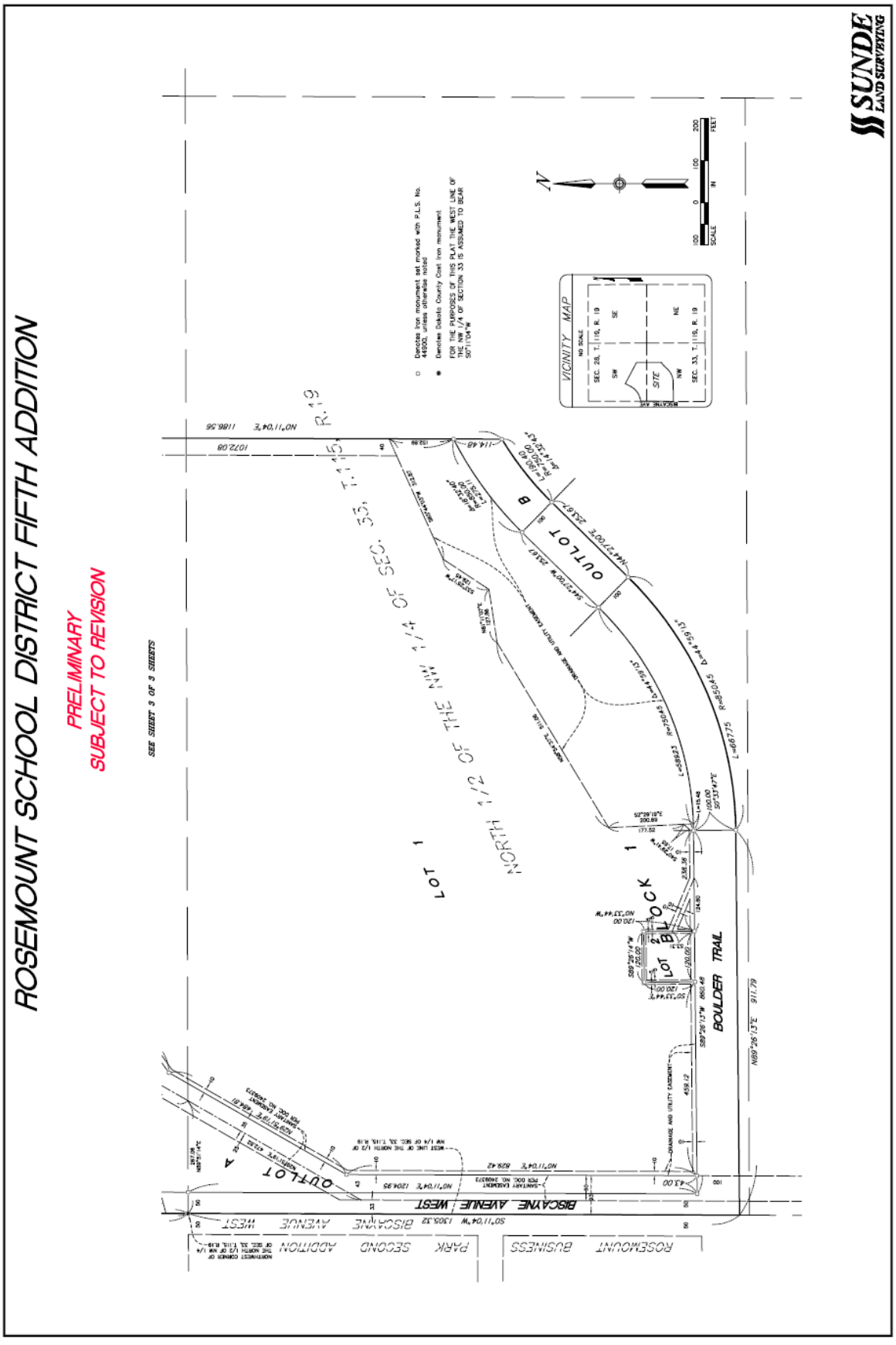
Amy A. Koehn, County Recorder
Dakota County, Minnesota

SUNDE LAND SURVEYING

SHEET 1 OF 3 SHEETS

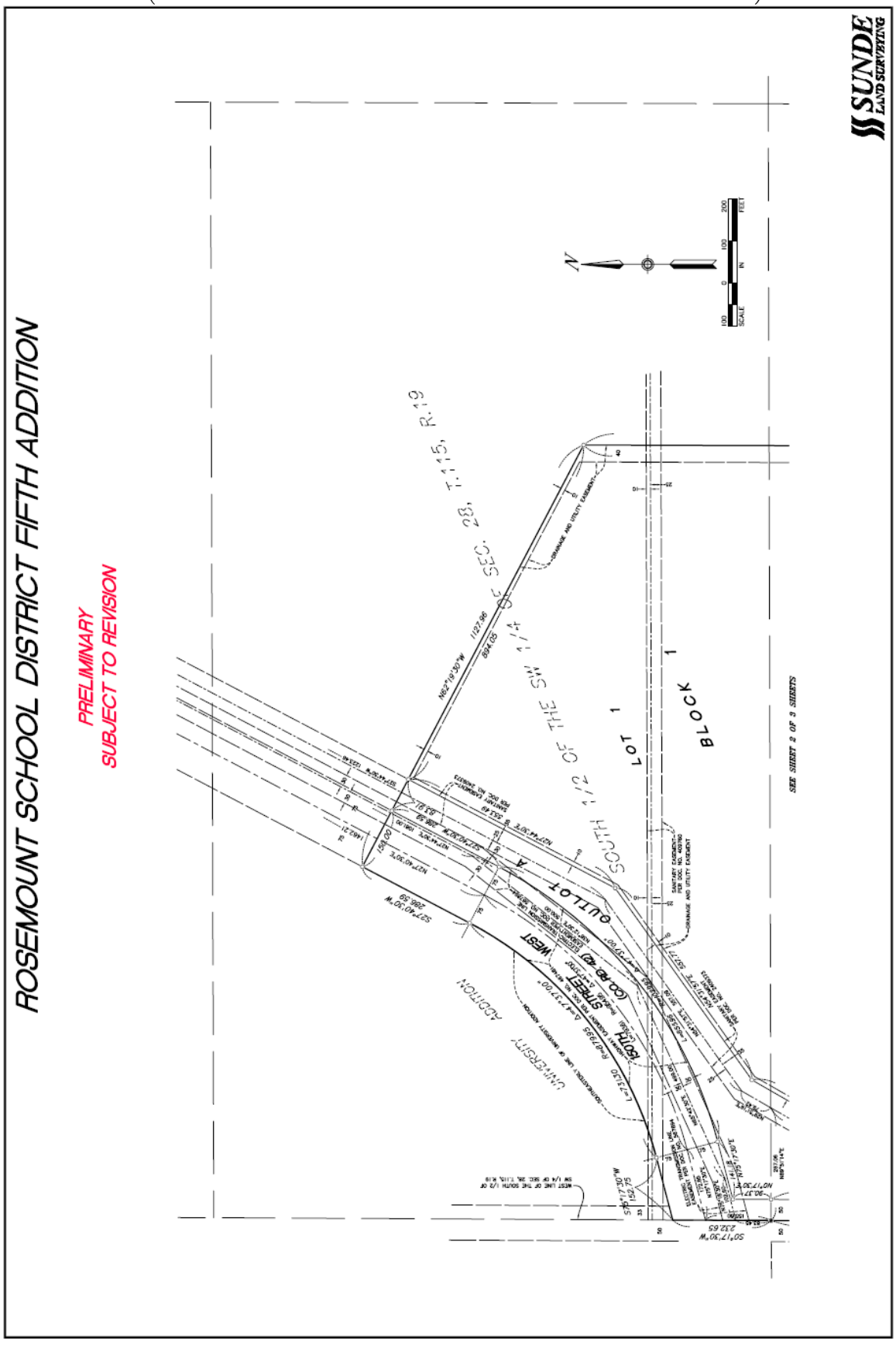
ATTACHMENT ONE (CONT.)

(ROSEMOUNT SCHOOL DISTRICT FIFTH ADDITION FINAL PLAT)



ATTACHMENT ONE (CONT.)

(ROSEMOUNT SCHOOL DISTRICT FIFTH ADDITION FINAL PLAT)



ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: April 15, 2025

AGENDA ITEM:	Minnesota Department of Employment and Economic Development (DEED) and Dakota County Grant Resolutions of Support	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY:	Eric Van Oss, Economic Development Coordinator	**AGENDA NO.** 6.n.
ATTACHMENTS:	Resolution, State Grant Resolution, County Grant Resolution	**APPROVED BY:** LJM
RECOMMENDED ACTION: Motion to Adopt the attached resolutions supporting application to the DEED and Dakota County Grant Programs for Project Falcon		

BACKGROUND

Staff has been working with Project Falcon on their intent to develop an aerospace research and testing facility within the University of Minnesota's land holdings. The site is located directly south of the Meta development within the UMore Park area. Project Falcon is working in partnership with the University on a shared research facility within the larger development. Project Falcon has submitted zoning applications to the City that were approved this winter. The initial application included a preliminary and final plat as well as a rezone of the property. Applications for site plan review are expected within the upcoming months.

As part of the Project Falcon development, the city is working with the developer to secure funding for environmental investigation, clean-up and redevelopment costs. The city is planning to apply for a DEED Brownfields Program Grant for environmental cleanup and a Dakota County RIG grant for associated infrastructure improvements to the site. As part of the application, the city needs to adopt a resolution of support prior to submittal. Initial site work, infrastructure work and environmental remediation is expected to begin this spring.

RECOMMENDATION

Motion to Adopt the attached resolutions supporting application to the DEED and Dakota County Grant Programs for Project Falcon.

CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA

RESOLUTION 2025 – XX

A RESOLUTION FOR SUPPORTING CONTAMINATION CLEANUP GRANT PROGRAM

WHEREAS, that the City of Rosemount act as the legal sponsor for project(s) contained in the Contamination Cleanup Grant Program to be submitted on April 15th, 2025 and that the Mayor is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of Rosemount; and

WHEREAS, that Rosemount has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration; and

WHEREAS, that the sources and amounts of the local match identified in the application are committed to the project identified; and

WHEREAS, that Rosemount has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice; and

WHEREAS, that upon approval of its application by the state, Rosemount may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that Rosemount certifies that it will comply with all applicable laws and regulation as stated in all contract agreements; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEMOUNT, MINNESOTA that the Mayor and the Clerk are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

ADOPTED this 15th day of April, 2025.

_____
Jeffery D. Weisensel, Mayor

ATTEST:

_____
Erin Fasbender, City Clerk

CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA

RESOLUTION 2025 – XX

A RESOLUTION FOR SUPPORTING CONTAMINATION CLEANUP GRANT APPLICATION SUBMITTED TO THE DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

BE IT RESOLVED, that the Rosemount City Council has approved the Contamination Cleanup grant application submitted to the Department of Employment and Economic Development (DEED) on April 15, 2025, by City of Rosemount for the Project Falcon site; and

BE IT FURTHER RESOLVED, that the city of Rosemount is located within the seven county metropolitan area defined in section 473.121, subdivision 2, and is participating in the local housing incentives program under section 473.254.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEMOUNT, MINNESOTA that the City Council hereby approves the resolution adopted by the city council on April 15, 2025.

ADOPTED this 15th day of April, 2025.

_____
Jeffery D. Weisensel, Mayor

ATTEST:

_____
Erin Fasbender, City Clerk

CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA

RESOLUTION 2025 – XX

A RESOLUTION FOR SUPPORTING AN APPLICATION SUBMITTED TO THE DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY'S REDEVELOPMENT INCENTIVE GRANT PROGRAM

WHERAS, the City of Rosemount has identified a proposed project within the City that meets the purposes and criteria of the Dakota County Community Development Agency's (CDA) Redevelopment Incentive Grant Program; and

WHERAS, the City has established a Redevelopment Plan of which the proposed project is a component; and

WHERAS, the City has the capability and capacity to ensure the proposed project be completed and administered within the guidelines of the Redevelopment Incentive Grant Program; and

WHERAS, the City has the legal authority to apply for financial assistance; and

WHERAS, the City supports the development of affordable housing and of CDA's mission to improve the lives of Dakota County residents through affordable housing and community development.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEMOUNT, MINNESOTA that the City Council approves the application for funding from the Dakota County Community Development Agency's Redevelopment Incentive Grant Program.

BE IT FURTHER RESOLVED, that if the Dakota County Community Development Agency approves its application, Logan Martin, the City Administrator, is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project

ADOPTED this 15th day of April, 2025.

_____
Jeffery D. Weisensel, Mayor

ATTEST:

_____
Erin Fasbender, City Clerk

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: April 15, 2025

AGENDA ITEM: Prestwick Place 27th Addition Final Plat Approval	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY: Anthony Nemcek , Senior Planner	**AGENDA NO.** 6.o.
ATTACHMENTS: Resolution, Site Location, Final Plat	**APPROVED BY:** LJM
RECOMMENDED ACTION: Motion to adopt a resolution approving the Prestwick Place 27th Addition Final Plat, subject to conditions.	

BACKGROUND

The City Council is being asked to consider a request by Korey Bannerman for approval of a final plat to subdivide Outlot A, Prestwick Place 23rd Addition into a buildable lot and a new outlot. The plat area is located in the southeast quadrant of the intersection of Akron Avenue and Connemara Trail and is immediately west of the Life Time facility. The buildable lot being created by the proposed plat will be the site of a new restaurant that will be part of the Willy McCoy's family of restaurants. The site plan for that restaurant is being reviewed by the Planning Commission during its April 22 meeting. The City Council will be considering, at one of its meetings in May, a minor amendment to the Prestwick Place Planned Unit Development agreement to allow for building materials that do not entirely conform with the requirements of the zoning ordinance and also to address a shortfall in parking on the site. Staff will also provide an overview to the Council of the site plan and architectural plans as part of the minor PUD amendment request.

At approximately 113,000 square feet each, the proposed parcels both exceed the minimum lot area of the MX-2 district of 20,000 square feet. The MX-2 district also has a minimum lot width of 150 feet. Each new parcel is approximately 250 feet in width. Because no new public infrastructure or roads are proposed as part of the plat, a subdivision agreement is not needed. Development fees will be collected through the building permit process. The proposed plat has been submitted to the County Plat Commission for review, and because the plat is part of the greater Prestwick Place 23rd Addition plat that was already reviewed and approved by the County, staff anticipates approval with standard conditions by the County.

RECOMMENDATION

Staff finds that the parcels created by the proposed plat conform to the lot standards of the zoning ordinance, and that the plat is consistent with the approved preliminary plat for this area. Staff recommends approval of the proposed Prestwick Place 27th Addition Final Plat.

CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA

RESOLUTION 2025-XX

A RESOLUTION APPROVING THE FINAL PLAT FOR PRESTWICK PLACE 27TH ADDITION

WHEREAS, the Community Development Department of the City of Rosemount received a request for Final Plat approval from Korey Bannerman, concerning property legally described as:

Outlot A, Prestwick Place 23rd Addition, according to the recorded plat thereof, Dakota County, Minnesota

WHEREAS, on April 15, 2025, the City Council of the City of Rosemount reviewed the Final Plat for PRESTWICK PLACE 27TH ADDITION.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Rosemount hereby approves the Final Plat for Prestwick Place 27th Addition.

ADOPTED this 15th day of April 2025, by the City Council of the City of Rosemount.

_____
Jeffery D. Weisensel, Mayor

ATTEST:

_____
Erin Fasbender, City Clerk

CONNEMARA TRL
CONNEMARA TRL
CONNEMARA TRL
ABBEYFIELD AVE
UPPER 144TH ST W (PRVT)
PRIVATE ROAD
PRIVATE ROAD
ASPEN AVE
ASPEN AVE
143RD ST E
145TH ST E
14211
14290
14215
14203
14195
1030
1060
1070
14490
14504
1293

PRESTWICK PLACE 27TH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: *That Korey Bannerman, a single person, fee owner of the following described property:*

Outlot A, PRESTWICK PLACE 23RD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as PRESTWICK PLACE 27TH ADDITION and does hereby donate and dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Korey Bannerman, a single person, has hereunto set his hand this _____ day of _____, 20_____.

_____
Korey Bannerman

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me on _____ day of _____, 20_____, by Korey Bannerman.

_____ *(Signature)*

_____ *(Name Printed)*

Notary Public, _____

My Commission Expires _____

I, Mathew Welinski, 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_____ .

_____
Mathew Welinski, Licensed Land Surveyor
MINNESOTA LICENSE NO. 53596

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me on _____ by Mathew Welinski, Land Surveyor, Minnesota License No. 53596.

_____ *(Signature)*

_____ *(Name Printed)*

Notary Public, _____

My Commission Expires _____

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

_____ _____
Mayor *Clerk*

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA
I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ___ day of _____, 20___.

_____
Todd B. Tollefson
Dakota County Surveyor

BOARD OF COUNTY COMMISSIONERS. COUNTY OF DAKOTA, STATE OF MINNESOTA
We do hereby certify that on the 6th day of June, 2023 the Board of Commissioners of Dakota County, Minnesota approved this plat of ***PRESTWICK PLACE 27TH ADDITION*** *and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2 and pursuant to the Dakota County Contiguous Plat Ordinance.*

_____ *Attest* _____
Chair, County Board *County Treasurer-Auditor*

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20 _____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20_____.

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

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA
I hereby certify that this plat of ***PRESTWICK PLACE 27TH ADDITION*** *was filed in the office of the County Recorder for public record on this _____ day of _____, 20___, at _____ o'clock _____.M., and was duly filed in Book _____ of Plats, Page _____ , as Document Number _____.*

_____
Amy A. Koethe, County Recorder

Westwood
Professional Services, Inc.

PRESTWICK PLACE 27TH ADDITION

CONNEMARA TRAIL

ADALYN AVENUE

PRESTWICK PLACE 22ND ADDITION

COUNTY ROAD NO. 73 (AKRON AVENUE)

Fd. 1/2 Inch Rebar; LS #43055

Fd. 1/2 Inch Rebar; LS #47476

S89°30'15"E 163.21

CHB=N 79°59'32" W
CH=257.80
Δ=19°01'27"
R=780.00
L=258.99

N19°31'12"E 20.00

Fd. PK Nail

CHB=N 67°25'02" W
CH=85.49
Δ=6°07'32"
R=800.00
L=85.53

S64°21'16"E 24.45

Fd. PK Nail

Fd. PK Nail

Fd. 1/2 Inch Rebar; LS #43055

Drainage & Utility Easement per PRESTWICK PLACE 23RD ADDITION

Gas Pipeline Easement for Northern Natural Gas Company per Doc. No. 1917503

Drainage & Utility Easement

120

100

30

150

10

15.08

27.92

253.46

N25°38'44"E 273.84

249.80

N00°27'45"E 536.97

S89°32'15"E 350.96

S65°08'18"E 82.34

80.38

OUTLOT A

PRESTWICK PLACE

23RD ADDITION

LOT 1

BLOCK 1

Metropolitan Council Sanitary Sewer & Utility Easement per Doc No. 2592074

West line of Outlot A, PRESTWICK PLACE 23RD ADDITION

293.18

L=224.98
R=360.00
Δ=35°48'27"
CH=221.34
CHB=S 7°44'30" W

Drainage & Utility Easement per PRESTWICK PLACE 23RD ADDITION

1.62

1.62

28

32

28.38

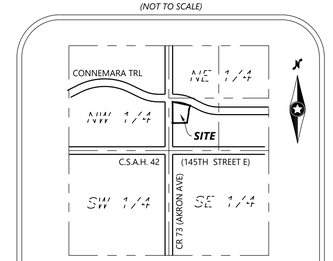
28.38

N90°00'00"E 380.73

Fd. PK Nail

VICINITY MAP

(NOT TO SCALE)



CITY OF ROSEMOUNT
SECTION 27, TOWNSHIP 115, RANGE 19

SCALE IN FEET

0' 40' 80' 120'

SCALE: 1 INCH = 80 FEET

○ *SET 1/2" BY 14" IRON PIPE WITH CAP #53596*

● *FOUND MONUMENT AS NOTED ON SURVEY*

BEARINGS SHOWN ARE BASED UPON THE WEST LINE OF OUTLOT A, PRESTWICK PLACE 23RD ADDITION WHICH IS ASSUMED TO BEAR N00°27'45"E

Δ *DENOTES RESTRICTED ACCESS TO DAKOTA COUNTY PER THE DAKOTA COUNTY CONTIGUOUS PLAT ORDINANCE*

Westwood
Professional Services, Inc.

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: April 15, 2025

AGENDA ITEM: Life Time Facility – Change Order #16	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY: Dan Schultz, Parks & Recreation Director	**AGENDA NO.** 6.p.
ATTACHMENTS: Change Order	**APPROVED BY:** LJM
RECOMMENDED ACTION: Motion to approve Change Order #16 for the Life Time facility as listed in the Attached Document as PCO #097	

BACKGROUND

In May of 2023, the City Council began to award construction contracts for the construction of the Life Time facility. The project is for the most part complete and we have encountered some necessary changes while finishing up the construction. The changes that are requested are being submitted as change order #16 to the City Council for your review and consideration.

The changes are detailed in the attached Contract and Change Order Approval Summary dated 4/11/25. The requests are for a total of $40,332.45 in change order costs and would be funded through project contingencies or funds provided by Life Time.

RECOMMENDATION

Staff is recommending the City Council approve change order #16 for the Lifetime Facility as identified in the attached document as PCO #097

v

LIFE TIME®
PROPERTY
DEVELOPMENT

CONTRACT AND CHANGE ORDER APPROVAL SUMMARY - 4.11.25

Change Description	Change Amount	Vendor	Contract
PCO # 097 Miscellaneous Landscaping/Civil Repairs			
	$40,322.45	Cedar Ridge Landscaping	0034101-32A: Landscape
Total:	**$40,322.45**		
Grand Total for this Change Order:	**$40,322.45**		
Contingency Deficit to Date with this Change Order:	($60,431.23)		

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: April 15, 2025

AGENDA ITEM:	2025 Street Improvement Project Assessment Hearing and Adopt Assessment Roll	**AGENDA SECTION:**	PUBLIC HEARINGS
PREPARED BY:	Brian Erickson, City Engineer	**AGENDA NO.**	7.a.
ATTACHMENTS:	Resolution, Assessment Roll, Map, Schedule	**APPROVED BY:**	LJM

RECOMMENDED ACTION: Motion to:

1. Hold Public Hearing on Assessments
2. Adopt a Resolution approving the Assessment Roll for the 2025 Street Improvement Project, City Project 2025-02

BACKGROUND

The 2025 Street Improvement Project, City Project 2025-02, was included as part of the 2025 - 2034 Capital Improvement Plan. The streets were identified for this improvement through the City's pavement management evaluation and are shown in the attached map. The project consists of full-depth street reclamation; spot repair 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 ADA standards and improve maintenance operations.

As part of the Minnesota Statute Chapter 429, both improvement and assessment public hearings are required. These are separate hearings and the improvement hearing was previously held on November 19, 2024. With the award of the contract, staff has calculated the final proposed assessment amount for each of the property owners. During the hearing, City Council asked to hear and pass upon all public comments received.

Property owners have been provided with mailed notice of this hearing along with the necessary information to protest their assessments should they desire to do so. A copy of the proposed assessment roll is attached.

In accordance with the City's special assessment policy, the special assessments are calculated based on 35% of the street and surface costs. The proposed total assessment amount is $527,453. The individual assessments are calculated on a ‘per unit’ basis, and amount to $4,443 per single-family home. Assessment amounts for other types of property were calculated on a per linear foot basis and are $45.26/foot for multifamily and $48.09 for commercial/institutional. This results in assessment amounts which vary from $1,923.60 up to $60,593.40. The initial estimate of the per-unit assessment amount was $4,562, multifamily was $48.63 and commercial/institutional was $51.67, showing that the positive bids provided relief to property owners. Assessments can be paid over a 10-year period with an interest rate of 4.95%. Property owners have the option to pay the entire assessment without

interest up to October 31, 2025. Additional details will be provided at the Assessment Hearing.

TOTAL PROJECT FUNDING			
FUND SOURCE	AMOUNT		
	FEASIBILITY REPORT	ENGINEERS ESTIMATE	LOWEST BID
Street CIP	$ 1,784,938	$ 1,370,494	$ 1,241,433
Assessments	$ 566,763	$ 578,448	$ 527,453
Water Utility Fund	$ 333,866	$ 555,522	$ 440,965
Sanitary Utility Fund	$ 302,873	$ 453,801	$ 284,151
Storm Utility Fund	$ 133,786	$ 91,184	$ 114,432
TOTAL PROJECT FUNDING	**$ 3,122,226**	**$ 3,049,451**	**$ 2,608,435**

RECOMMENDATION

Staff will present an overview of the project and request Council open the public hearing to hear and pass upon all objections to the Assessment Roll. Staff recommends that Council approve the attached resolution adopting the Assessment Roll for the 2025 Street Improvement Project, City Project 2025-02

CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA

RESOLUTION 2025 - XX

A RESOLUTION ADOPTING THE ASSESSMENT ROLL FOR THE 2025 STREET IMPROVEMENT PROJECT, 2025-02

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment for 2025 Street Improvement Project, City Project 2025-02, the improvement of the following streets:

- Chili Avenue between its northern right of way terminus and 145th Street W
- Cantata Avenue between its northern right of way terminus and 144th Street W
- Canada Avenue between 144th Street W and 145th Street W
- Cameo Avenue between 143rd Street W and 145th Street W
- 143rd Street W between Chili Avenue and Cantata Avenue
- 143rd Street W between Cameo Avenue and Minnesota Trunk Highway 3
- Upper 143rd Street W between Chili Avenue and Cantata Avenue
- 144th Street W between Chili Avenue and Cameo Avenue

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessment shall be payable in equal annual installments extending over a period of 10 years, the first of the installments to be payable on or before the first Monday in January 2026 and shall bear interest at the rate of 4.95 percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added fees and interest on the entire assessment from the date of this resolution until December 31, 2026. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the city treasurer, except that no interest shall be charged on the amount of the assessment that is paid by October 31, 2025.

4. On October 31, 2025, the City Clerk shall transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

ADOPTED this 15th day of April, 2025

_____
Jeffery D. Weisensel, Mayor

ATTEST:

_____
Erin Fasbender, City Clerk

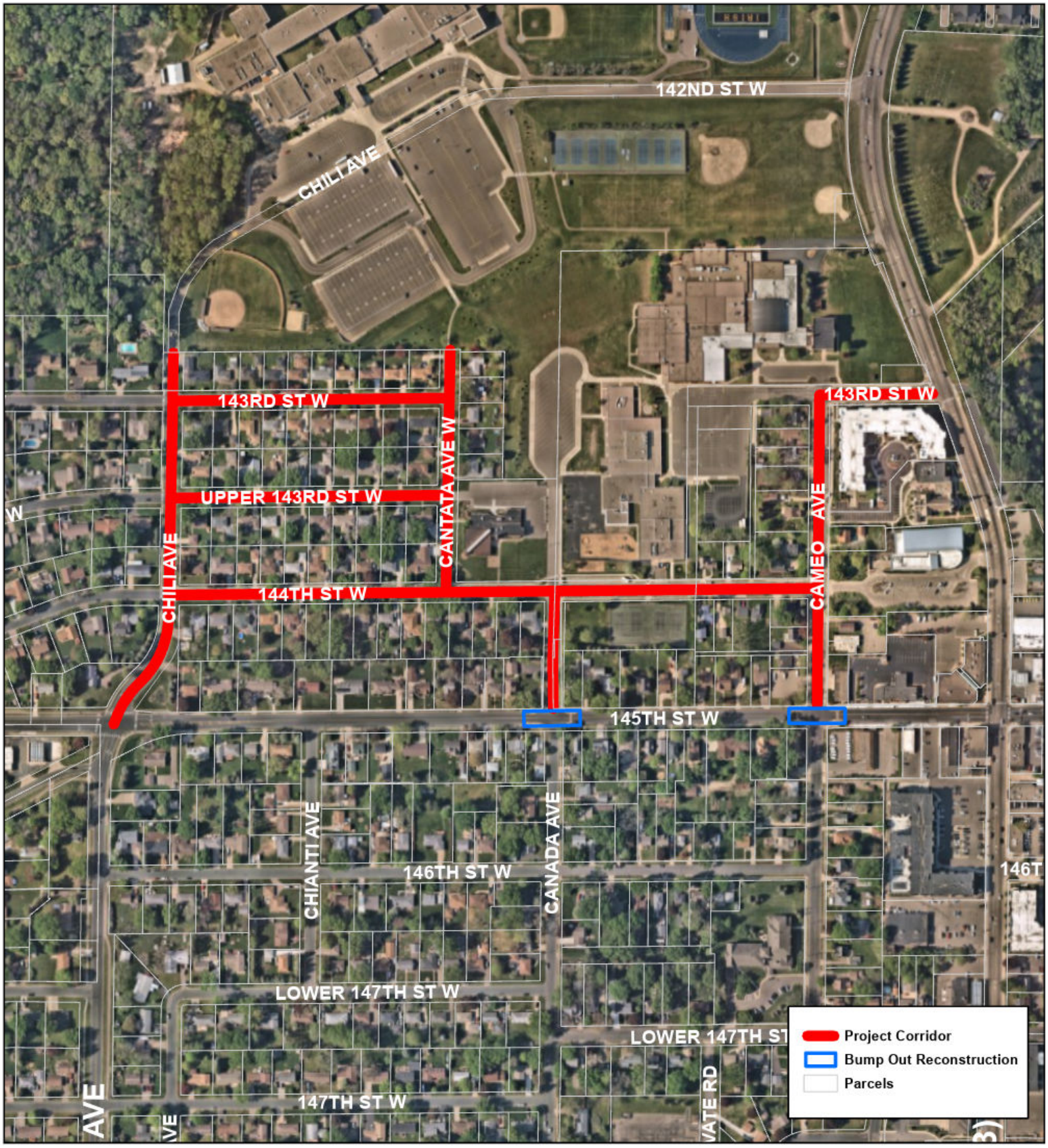
CITY OF ROSEMOUNT - 2025 STREET IMPROVEMENT PROJECT - 2025-02 - ASSESSMENT ROLL

TOTAL PROJECT COST	$	2,608,435.00
ASSESSABLE AMOUNT	$	527,453.00
SINGLE FAMILY ASSESSMENT RATE	$	4,443.00
MULTIFAMILY ASSESSMENT RATE	$	45.26
COMMERCIAL ASSESSMENT RATE	$	48.09
INTEREST RATE	4.95%	
TERM (YEARS)	10	
INITIAL YEAR	2026	

Number	Site Address	Parcel ID Number	Property Owner	Joint Owner	Assessment Amount
1	14344 CAMEO AVE	34-64678-01-010	ROSEMOUNT SENIOR LIVING ASSOCIATES		$ 28,694.84
2	3285 144TH ST W	34-03700-06-150	ST JOHNS EV LUTH CH OF ROSEMOUNT		$ 28,373.10
3	14470 CAMEO AVE	34-66500-00-131	NEUENCO LLC	MICHAEL & SARAH MARDELL	$ 1,923.60
4	14280 CANTATA AVE	34-49203-00-010	KENNETH K & MARY HORNISCH		$ 4,443.00
5	14300 CANTATA AVE	34-49203-00-020	JILL E PAGENKOPF		$ 4,443.00
6	14305 CAMEO AVE	34-18200-01-010	PETER ALDAHL	HOLLY CARLSON	$ 4,443.00
7	14315 CAMEO AVE	34-18200-01-020	MELISSA ISLAS ARCEGA	MARTHA ISLAS ARCEGA	$ 4,443.00
8	14320 CANTATA AVE	34-49203-00-030	DARA & ASHLEY CHAN		$ 4,443.00
9	14325 CAMEO AVE	34-18200-01-030	CYNTHIA M CORBO	BRIAN M EILERS	$ 4,443.00
10	14335 CAMEO AVE	34-18200-01-050	KENNETH E & MARY L TALBERT		$ 4,443.00
11	14340 CANTATA AVE	34-49203-00-040	STACY D & KRISTINE M HEINS		$ 4,443.00
12	14355 CAMEO AVE	34-18200-01-070	CLAYTON PENNING		$ 4,443.00
13	14360 CANTATA AVE	34-49203-00-050	JAMES H & MARLA J MCCANN		$ 4,443.00
14	14370 CAMEO AVE	34-66500-00-080	PETER ALDAHL	HOLLY CARLSON	$ 4,443.00
15	14385 CAMEO AVE	34-18200-01-090	ROBERT H DUPRE	RITA C BALKOWITSCH DUPRE	$ 4,443.00
16	14405 CAMEO AVE	34-18200-02-020	THOMAS JR JAKINOVICH		$ 4,443.00
17	14430 CAMEO AVE	34-66500-00-132	NEUENCO LLC	MICHAEL & SARAH MARDELL	$ 4,443.00
18	14445 CAMEO AVE	34-18200-02-021	SIMON WALTER-HANSEN		$ 4,443.00
19	14465 CHILI AVE	34-16404-01-010	KEVIN J BENKE		$ 4,443.00
20	3100 144TH ST W	34-18200-02-040	DEAN R STEFFENHAGEN		$ 4,443.00
21	3115 144TH ST W	34-18200-01-111	BRENDA CORNELL	KEVIN POMMERENING	$ 4,443.00
22	3130 144TH ST W	34-18200-02-050	DAVID DOUGLAS RITTER		$ 4,443.00
23	3135 144TH ST W	34-18200-01-110	CASEY CARTNEY		$ 4,443.00
24	3140 144TH ST W	34-18200-02-060	THOMAS A HINTZ		$ 4,443.00
25	3220 144TH ST W	34-49200-01-010	WILLIAM J & ROSEMARY HARRIS		$ 4,443.00
26	3240 144TH ST W	34-49200-01-020	SARAH MICHELLE SIMONTON		$ 4,443.00
27	3260 144TH ST W	34-49200-01-030	KEVIN J PARKER	PAM V PARKER	$ 4,443.00

28	3280 144TH ST W	34-49200-01-040	DAVID G JR WILLMAN	WENDY J FOREMAN	$	4,443.00
29	3300 144TH ST W	34-49200-01-050	JAKE & TY LLC		$	4,443.00
30	3310 143RD ST W	34-49202-01-010	LIFETIME RESOURCES PROPERTY MGMT LLC		$	4,443.00
31	3310 144TH ST W	34-49200-01-060	PAUL J & LORA J ROGERS		$	4,443.00
32	3310 UPPER 143RD ST W	34-49201-01-010	TYLER GARRETT & KARI JEANE BESTICK		$	4,443.00
33	3315 143RD ST W	34-49202-02-010	ROBERT A & JANE M SCHWARTZ		$	4,443.00
34	3315 144TH ST W	34-49200-02-010	DAVID A & HEATHER M BETTERS		$	4,443.00
35	3315 UPPER 143RD ST W	34-49201-02-010	COREY MIDDENDORF	MEGAN A MIDDENDORF	$	4,443.00
36	3320 143RD ST W	34-49202-01-020	CALVIN LIPETZKY	SADIE ODENBRETT	$	4,443.00
37	3320 144TH ST W	34-49200-01-070	KRISTEN HEDBERG		$	4,443.00
38	3320 UPPER 143RD ST W	34-49201-01-020	LINDA K LANGE		$	4,443.00
39	3325 143RD ST W	34-49202-02-020	GERALD FEAR	DIANNE ZAK	$	4,443.00
40	3325 144TH ST W	34-49200-02-020	GARY A BETTERS		$	4,443.00
41	3325 UPPER 143RD ST W	34-49201-02-020	LISA A HARTWIG		$	4,443.00
42	3330 143RD ST W	34-49202-01-030	EILEEN M TSTE PEDERSEN		$	4,443.00
43	3330 144TH ST W	34-49200-01-080	MICHAEL G & RACHAEL A STANSELL		$	4,443.00
44	3330 UPPER 143RD ST W	34-49201-01-030	LISA JOHNSON		$	4,443.00
45	3335 143RD ST W	34-49202-02-030	JENNIFER A MCNEARNEY		$	4,443.00
46	3335 144TH ST W	34-49200-02-030	PETER L & KAREN L TSTES LUNDELL		$	4,443.00
47	3335 UPPER 143RD ST W	34-49201-02-030	NORMAN & JANET SCHOMMER		$	4,443.00
48	3340 143RD ST W	34-49202-01-040	CHARLES J & CORA J KERTIS		$	4,443.00
49	3340 144TH ST W	34-49200-01-090	KATHRYN ELLEN ELIASON		$	4,443.00
50	3340 UPPER 143RD ST W	34-49201-01-040	JONATHAN DAVID KAMMERER	MADELINE MAUREEN KAMMERER	$	4,443.00
51	3345 143RD ST W	34-49202-02-040	DAVID E & ANNE M COLLETTE		$	4,443.00
52	3345 144TH ST W	34-49200-02-040	JOSEPH DOHERTY		$	4,443.00
53	3345 UPPER 143RD ST W	34-49201-02-040	JONATHAN J HELLMAN		$	4,443.00
54	3350 143RD ST W	34-49202-01-050	THOMAS ROBERT SWENSON	ANGELA CHRISTINE SWENSON	$	4,443.00
55	3350 144TH ST W	34-49200-01-100	ROBERT WOSICK		$	4,443.00
56	3350 UPPER 143RD ST W	34-49201-01-050	ANDREW FETTIG		$	4,443.00
57	3355 143RD ST W	34-49202-02-050	RICHARD S & JOAN DORNFELD		$	4,443.00
58	3355 144TH ST W	34-49200-02-050	GERALD A & THERESA A SLATER		$	4,443.00
59	3355 UPPER 143RD ST W	34-49201-02-050	ROBERT L HENDEL		$	4,443.00
60	3360 143RD ST W	34-49202-01-060	ARMANDO O BURGOS	XOCHITL G OMANA	$	4,443.00
61	3360 144TH ST W	34-49200-01-110	JAMES C & LINDA R KAYFES		$	4,443.00
62	3360 UPPER 143RD ST W	34-49201-01-060	SUSAN E SKULBORSTAD	SEAN M WASMUND	$	4,443.00
63	3365 143RD ST W	34-49202-02-060	DARRICK GRAHAM	JULIANNE GRAHAM	$	4,443.00
64	3365 144TH ST W	34-49200-02-060	LAWRENCE W JOHNSON		$	4,443.00
65	3365 UPPER 143RD ST W	34-49201-02-060	CYNTHIA R LARSON		$	4,443.00
66	3370 143RD ST W	34-49202-01-070	ANTHONY CAMMISULI		$	4,443.00
67	3370 144TH ST W	34-49200-01-120	EDWARD & EILEEN ALLISON		$	4,443.00

68	3370 UPPER 143RD ST W	34-49201-01-070	GINA TRAN		$	4,443.00
69	3375 143RD ST W	34-49202-02-070	DANIEL & MIRANDA WELLS		$	4,443.00
70	3375 144TH ST W	34-49200-02-070	VIRGINIA A ALLATT		$	4,443.00
71	3375 UPPER 143RD ST W	34-49201-02-070	AMANDA KADRLIK		$	4,443.00
72	3380 143RD ST W	34-49202-01-080	MICHAEL D & MARCIA A TOOMBS		$	4,443.00
73	3380 144TH ST W	34-49200-01-130	NEIL P DUFFNEY		$	4,443.00
74	3380 UPPER 143RD ST W	34-49201-01-080	FLORENCE SULLIVAN	DAVID SULLIVAN	$	4,443.00
75	3385 143RD ST W	34-49202-02-080	SANDRA MARIE TOOMBS		$	4,443.00
76	3385 144TH ST W	34-49200-02-080	RAUL R & KIMBERLY K PLANES		$	4,443.00
77	3385 UPPER 143RD ST W	34-49201-02-080	BRIELLE ANN FRANKE		$	4,443.00
78	3390 143RD ST W	34-49202-01-090	KELLY KOPESKY		$	4,443.00
79	3390 144TH ST W	34-49200-01-140	SHAWN M & LISA M FELLMAN		$	4,443.00
80	3390 UPPER 143RD ST W	34-49201-01-090	KATIE L GRZYWINSKI	CLINTON L GRZYWINSKI	$	4,443.00
81	3395 143RD ST W	34-49202-02-090	MICHELE HOAGLUND	TIMOTHY HOAGLUND	$	4,443.00
82	3395 144TH ST W	34-49200-02-090	JEFFREY A & JANET M COOPER		$	4,443.00
83	3395 UPPER 143RD ST W	34-49201-02-090	JONATHAN & LINDSAY RICHTER		$	4,443.00
84	3400 143RD ST W	34-49202-01-100	DANA WEGGE		$	4,443.00
85	3400 144TH ST W	34-49200-01-150	BONNIE ROMANO		$	4,443.00
86	3400 UPPER 143RD ST W	34-49201-01-100	NICHOLAS R CROSS		$	4,443.00
87	3405 143RD ST W	34-49202-02-100	WILLIAM & ROCHELLE LADWIG		$	4,443.00
88	3405 144TH ST W	34-49200-02-100	KING D RATPHOUMY		$	4,443.00
89	3405 UPPER 143RD ST W	34-49201-02-100	SHEILA HOLZ	KARLA PIETSCH	$	4,443.00
90	3065 145TH ST W	34-18200-03-160	LARSEN FAMILY PROPERTIES LLC		$	7,213.50
91	14395 ROBERT TRL S	34-42500-01-020	COUNTY OF DAKOTA		$	9,281.37
92	14475 CAMEO AVE	34-03700-15-020	VISTA TELEPHONE CO		$	7,213.50
93		34-03700-15-010	VISTA TELEPHONE CO			
94	3155 143RD ST W	34-03700-06-210	INDEPENDENT SCHOOL DIST 196		$	60,593.40



2025 Street Improvement Project

ROSEMOUNT
MINNESOTA

0 150 300 600 Feet

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CITY OF ROSEMOUNT
2025 STREET IMPROVEMENT PROJECT (CP 2025-02)
SCHEDULE OF PROJECT MILESTONES

DATE	ACTION
April 10, 2024	➢ Issue Request for Proposals – Design Services
May 6, 2024	➢ Proposals due to Engineering
May 21, 2024 ***City Council Meeting***	➢ City Council accepts engineering services proposal ➢ City Council Considers a Resolution to: o Authorize preparation of Feasibility Study
May 23, 2024	➢ Project Kick off Meeting with City Staff
Late May to mid-July, 2024	➢ Preliminary Design & Cost Estimates Developed (75% Plans)
Late July/Early August, 2024	➢ DRAFT Feasibility Report
September 19, 2024	➢ Neighborhood Meeting (One-on-One Sit-Down Style) – Steeple Center
Late September, 2024	➢ Complete Feasibility Report
October 1, 2024 ***City Council Meeting***	➢ City Council Considers a Resolution to: o Accept Feasibility Report o Call Public Hearing on Improvements on November 4 2024 o Authorizing preparation of Plans and Specifications
October 17, 2024	➢ Notice of Public Hearing sent to Local Paper
October 28, 2024	➢ Mail Notice of Public Hearing to Property Owners
November 1, 2024	➢ 1st Publication of Notice of Public Hearing in Local Paper
November 8, 2024	➢ 2nd Publication of Notice of Public Hearing in Local Paper
November 19, 2024 ***City Council Meeting***	➢ City Council holds Public Hearing on Improvements ➢ City Council considers a Resolution to: o Order the Improvement o Authorizing preparation of final plans and specifications o Authorizing Advertisement for Bids
November - December 2024	➢ Finalize Project Design & Complete Plans and Specifications
January 17, 2025	➢ Advertisement for Bid sent to Local Paper ➢ Publish Advertisements for Bids on QuestCDN ➢ Bid Package Available for Purchase on QuestCDN
January 24, 2025	➢ 1st Publication of Advertisement for Bid in Local Paper
January 31, 2025	➢ 2nd Publication of Advertisement for Bid in Local Paper
February 18, 2025	➢ Open Virtual Bids – 10:00 AM
February 18 – March 10, 2025	➢ Evaluate Bids and Determine Financial Capacity for Project ➢ Bid Review and Contractor Qualifications/Reference Check
March 18, 2025 ***City Council Meeting***	➢ City Council Considers a Resolution to: o Award Contract o Declare Costs to be Assessed o Call Public Hearing on Assessments on April 15, 2025
March 19, 2025	➢ Notice of Assessment Hearing sent to Local Paper
March 28, 2025	➢ Publication of Notice of Assessment Hearing in Local Paper
March 28, 2025	➢ Mail Notice of Assessment Hearing to Property Owners
March – April 2025	➢ Contract Processing & Contractor Submittal Review
April 15, 2025 ***City Council Meeting***	➢ City Council holds Public Hearing on Assessments ➢ City Council Considers a Resolution to: o Adopt Proposed Assessments
Spring 2025	➢ City Staff holds Preconstruction Meeting with Contractor & Construction Begins
September 2025	➢ Substantial Completion Deadline/Turf Restoration Deadline
October 2025	➢ Final Completion

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: April 15, 2025

AGENDA ITEM: Dog Park Project – Receive Bids and Award Project	**AGENDA SECTION:** NEW BUSINESS
PREPARED BY: Dan Schultz, Parks & Recreation Director	**AGENDA NO.** 9.a.
ATTACHMENTS: Location Map, Dog Park Plan	**APPROVED BY:** LJM
RECOMMENDED ACTION: Staff recommends the City Council accept the bids for Dog Park and award the project to the lowest bidder, Friedges Contracting for a bid price of $389,275.	

BACKGROUND

As part of the Amber Fields Development, there was land dedicated to the city to be developed as a dog park. The area is about 2.6 acres in size and will include a large fenced area for dogs of all sizes to be off-leash and a smaller fenced area for only smaller dogs. Other site amenities will include a sun shelter, picnic tables, water fountain and some play amenities for dogs that will be built by a local Boy Scout as part of his Eagle Scout Project.

Included in the packet are a location map and concept plan for the project.

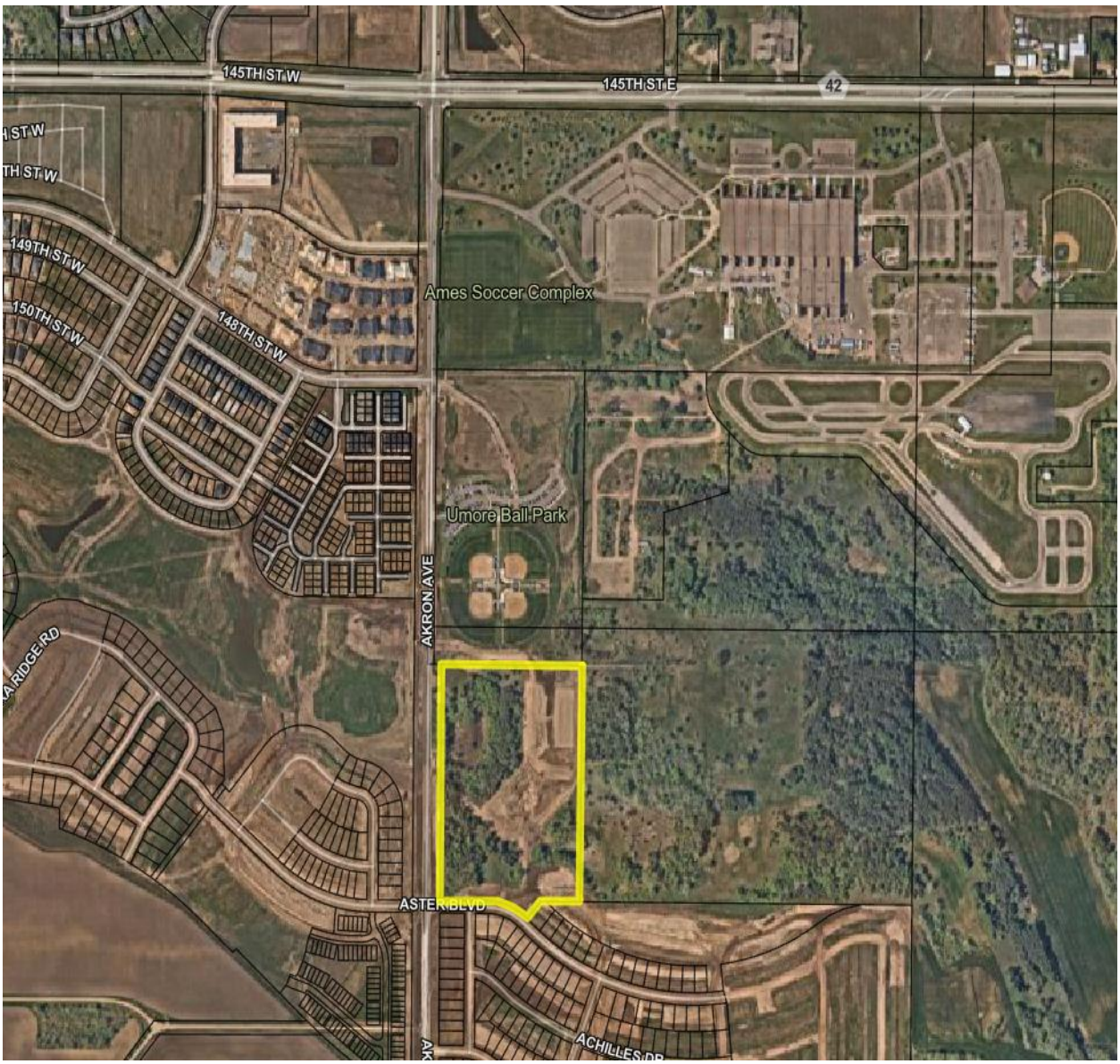
The project was recently put out to bid and we received seven bids for the project that are listed below.

Contractor	Bid amount
Friedges Landscaping	$389,275
New Look Contracting	$397,800
Shoreland Landscaping	$413,517
Max Steininger	$415,000
Sunram Contstruction Inc.	$420,255
Urban Companies	$467,000
Swan Companies	$475,568

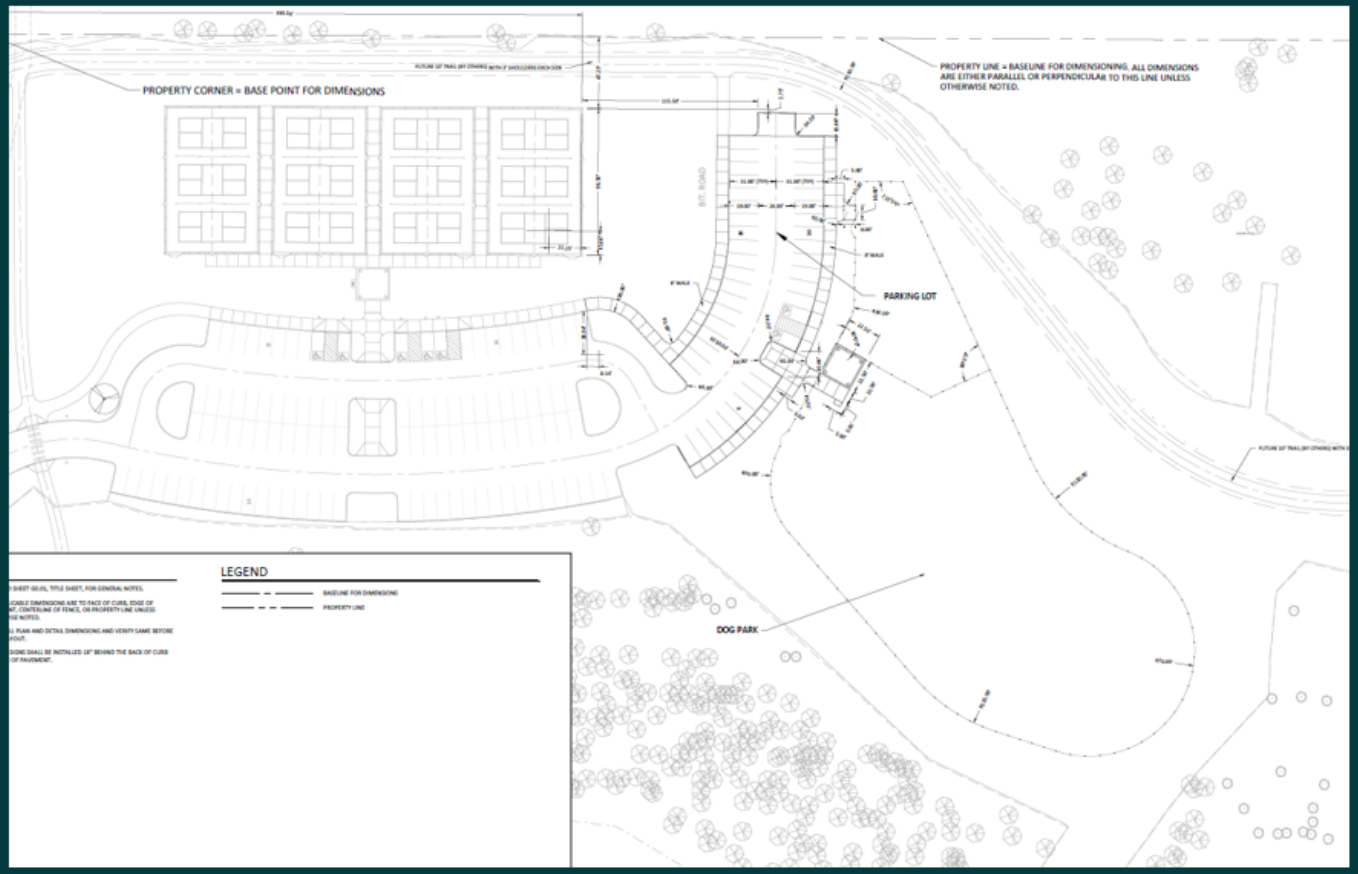
RECOMMENDATION

Staff is recommending the City Council accept the bids and award the bid to the lowest bidder Friedges Contracting for a bid price of $389,275.

LOCATION MAP



Dog Park Plan



Search Results from *04/16/2025* to *04/30/2025*

◄ Return to Previous

Main Calendar

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
More Details

Parks and Recreation Commission Meeting
April 28, 2025, 7:00 PM - 8:00 PM
More Details

Volunteer/Commissioner Appreciation Event
April 29, 2025, 4:45 PM - 5:45 PM @ Steeple Center
More Details

Government Websites by CivicPlus®

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ASK LUCKY

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

Arbor Day Celebration and Tree Giveaway
May 3, 2025, 10:00 AM @ Former Public Works Facility

Join us as we observe the 33rd Annual Rosemount Arbor Day. We will recognize the importance of Arbor Day with a brief program hosted by Mayor Weisensel. We will also be giving away trees from 6-8 feet in height to residents of Rosemount. There will be a variety of tree species available. The trees of this year are Matador Maple, Heritage River Birch, Northern Catalpa and Zestar Apple. Please note, these are subject to change. Also, due to the sensitive nature of bare root trees, they will need to be planted within 24 hours of the giveaway.

More Details

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

Citywide Garage Sale
May 8, 2025 - May 10, 2025 **@ Various locations in Rosemount**

The Rosemount Parks and Recreation Departmen once again coordinating the annual 2025 Citywid Garage Sale.

More Details

Spring 2025 Cleanup Day
May 17, 2025, 8:00 AM - 12:00 PM **@ Dakota County Technical College (Event will take place in the East Lot)**

Select Language
Google Translate
ASK LUCKY

The City of Rosemount is holding its annual Spring Clean-Up Day! Residents are welcome to drop off items that are not normally collected by trash haulers, such as mattresses, appliances, tires, batteries, scrap metal and other construction material. Note: Paper shredding and carboard recycling is FREE this year and will take place in the Central Park parking lot, near the lower level of City Hall, at 2893 145th St W. Staff assistance is courtesy of Michelle Hoagland Group, Keller Williams Preferred Realty.

More Details

Parks and Recreation Commission Meeting - MOVED

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

More Details

Port Authority Meeting

May 20, 2025, 6:00 PM - 7:00 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

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