

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

3. PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS

- a. Proclaim November 18, 2025 as Peter Lundell Day

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 November 3, 2025 Regular Meeting Minutes
- c. Minutes of the November 3, 2025 Work Session Proceedings
- d. Update to Voting Precinct Boundaries
- e. Irish Dome Lease Extension
- f. Award Contract - Cormorant Pond Maintenance
- g. Resolution of Support - Dakota County Application
- h. Declare Surplus Property — Police Department
- i. Approve Entry into JPA - Connemara/Akron Roundabout
- j. Emerald Hill Path/Xcel Agreement
- k. Well No. 17 Drilling - Final Payment

7. PUBLIC HEARINGS

- a. Amended and Restated TIF Spending Plan
- b. Public Improvement Hearing for the 2026 Street Improvement Project

8. UNFINISHED BUSINESS

9. NEW BUSINESS

10. ANNOUNCEMENTS

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

11. ADJOURNMENT

City Council Regular Meeting: November 18, 2025

AGENDA ITEM: Proclaim November 18, 2025 as Peter Lundell Day	AGENDA SECTION: PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS
PREPARED BY: Kip Springer, Fire Chief	AGENDA NO. 3.a.
ATTACHMENTS: Proclamation	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve the attached Proclamation naming November 18, 2025 as Peter Lundell Day	

BACKGROUND

Peter Lundell has served the Rosemount Fire Department and the Rosemount community with exceptional dedication for an extraordinary 56 years, beginning his service in 1969. He holds the distinction of being the longest-serving firefighter in the State of Minnesota, a remarkable testament to his steadfast commitment to public safety.

Throughout his tenure, Mr. Lundell has made significant contributions to the department's growth and capabilities. Notably, in 1976, he played a key role in securing the department's first ladder truck and has since been instrumental in every subsequent ladder truck acquisition, ensuring the department remains well-equipped to meet the evolving needs of the community.

Mr. Lundell also served as a Captain for 16 years, providing strong leadership and mentorship to generations of firefighters. His legacy is defined by selfless service, quiet strength, and an unwavering dedication to the safety and well-being of Rosemount residents.

In recognition of his extraordinary service, a proclamation is attached designating November 18, 2025, as Peter Lundell Day in the City of Rosemount.

RECOMMENDATION

Staff is recommending the City Council approve the attached Proclamation naming November 18, 2025 as Peter Lundell Day.



PROCLAMATION

- Whereas,* Peter Lundell has faithfully served the Rosemount Fire Department and the Rosemount community for an extraordinary 56 years, beginning his service in 1969; and
- Whereas,* Peter Lundell holds the distinction of being the longest-serving firefighter in the State of Minnesota, a testament to his unwavering dedication, courage, and commitment to public safety; and
- Whereas,* in 1976, Pete played a pivotal role in helping the department acquire its first ladder truck, and has since been involved in every ladder truck purchase, ensuring the department remained equipped to serve the growing needs of the community; and
- Whereas,* he served as a Captain for 16 years, providing strong leadership, mentorship, and guidance to generations of firefighters; and
- Whereas,* Peter Lundell's legacy is one of selfless service, quiet strength, and deep commitment to the safety and well-being of the people of Rosemount;

Now, Therefore, I, Tami Klimpel, Acting Mayor of Rosemount Minnesota, do hereby proclaim November 18, 2025 as Peter Lundell Day in the City of Rosemount.

Dated this 18th day of November, 2025

Acting Mayor _____

Council Check Register by GL
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10/31/2025 -- 11/13/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
163728	11/6/2025		101598 BHE COMMUNITY SOLAR LLC							
	11/6/2025	1,858.60	SEP'25 SOLAR SUBSCRIPTION		10699	12210886A	6100.6371	W109	ELECTRIC	WATER UTILITY
	11/6/2025	358.39	SEP'25 SOLAR SUBSCRIPTION		10700	12210886B	6100.6371	W115	ELECTRIC	WATER UTILITY
		2,216.99								
163729	11/6/2025		102772 CHARTER COMMUNICATIONS							
	11/6/2025	16.77	MONTHLY CHARGE FIRE 1		10701	175314201102125	1220.6317		OTHER PROFESSIONAL SERVICES	FIRE
	11/6/2025	153.75	FIRE STATION #2 CABLE TV		10702	113140301101425	1220.6322		INTERNET	FIRE
	11/6/2025	34.59	ARENA - TV BUNDLE		10703	175314901102125	6500.6384		MACHINERY & EQUIPMENT REPAIRS	ICE ARENA
		205.11								
163730	11/6/2025		106166 CINTAS CORPORATION							
	11/6/2025	35.66	MATS		10704	20444639	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
		35.66								
163731	11/6/2025		103586 DAKOTA COUNTY FINANCE							
	11/6/2025	876.08	RADIO MICS & RADIO CHARGERS		10705	5504278	1210.6242		MINOR EQUIPMENT	POLICE
	11/6/2025	3,616.15	SEPT MHZ SUBSCRIBER FEE		10706	5504272	1210.6324		RADIO UNITS	POLICE
		4,492.23								
163732	11/6/2025		100379 DAKOTA COUNTY PROPERTY							
	11/6/2025	46.00	3692860 AGREEMENT RECORDING		10707	P 990491	1190.6310		PROFESSIONAL SERVICES	PLANNING & ZONING
	11/6/2025	52.65	QUIT CLAIM DEED RECORDING		10708	P 990429	1190.6310		PROFESSIONAL SERVICES	PLANNING & ZONING
	11/6/2025	46.00	3676853 DOCUMENT RECORDING		10709	P 974629 - 2	1190.6310		PROFESSIONAL SERVICES	PLANNING & ZONING
	11/6/2025	46.00	3676852 RECORDING		10710	P 974629 - 1	1190.6310		PROFESSIONAL SERVICES	PLANNING & ZONING
	11/6/2025	46.00	3676232 DOCUMENT RECORDING		10711	P 974047	1190.6310		PROFESSIONAL SERVICES	PLANNING & ZONING
	11/6/2025	46.00	3669213 DOCUMENT RECORDING		10712	P967460	1190.6310		PROFESSIONAL SERVICES	PLANNING & ZONING
	11/6/2025	46.00	3667028 DOCUMENT RECORDING		10713	P965349	1190.6310		PROFESSIONAL SERVICES	PLANNING & ZONING
		328.65								
163733	11/6/2025		106493 TIRUMALA, JYOTSNA							
	9/11/2025	500.00	DAMAGE DEPOSIT REFUND		9277	85145896	1000.2204		P&R - REFUND CLEARING	GENERAL FUND BALANCE SHEET
		500.00								
163734	11/6/2025		100103 XCEL ENERGY							
	11/6/2025	1,825.26	STREETLIGHT REPLACEMENT		10714	51-0015517640-7 10-25	6400.6382		STRUCTURE REPAIRS AND MAINTENA	STREET LIGHT UTILITY
		1,825.26								
163735	11/6/2025		103833 XCEL ENERGY							
	11/6/2025	10.75	WELCOME SIGN - SOUTH		10715	51-0013089608-6	6400.6371		ELECTRIC	STREET LIGHT UTILITY

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163735	11/6/2025		103833 XCEL ENERGY						Continued...	
					10/25					
	11/6/2025	3,284.62	WELL #15		10716	51-8807010-0	6100.6371	W115	ELECTRIC	WATER UTILITY
					10/25					
	11/6/2025	965.42	ERICKSON PARK TENNIS COURTS		10717	51-0010575696-0	1520.6371		ELECTRIC	PARKS MAINTENANCE
					10/25					
	11/6/2025	805.21	FH REC COMPLEX IRRIGATION		10718	51-0010071743-0	1520.6371		ELECTRIC	PARKS MAINTENANCE
					10/25					
	11/6/2025	39.08	PRV STATION		10719	51-0015012796-4	6100.6371	WH101	ELECTRIC	WATER UTILITY
					10/25					
	11/6/2025	9.13	FLASHING PEDESTRIAN LIGHT		10720	51-0013530257-8	6400.6371		ELECTRIC	STREET LIGHT UTILITY
					10/25					
	11/6/2025	57.60	AKRON AVE PEDEST. UNDERPASS		10721	51-0014938599-6	6400.6371		ELECTRIC	STREET LIGHT UTILITY
					10/25					
	11/6/2025	822.35	UMORE LIGHTS & IRRIGATION		10722	51-0519839-2	1520.6371		ELECTRIC	PARKS MAINTENANCE
					10/25					
	11/6/2025	241.94	PICKLE BALL COURTS		10723	51-0014937534-7	1520.6371		ELECTRIC	PARKS MAINTENANCE
					10/25					
	11/6/2025	6,980.85	PD & PW BUILDING		10724	51-0014435615-1	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
					10/25					
	11/6/2025	1,567.69	RSMT SC - ACTIVITY CENTER		10725	51-0011108910-3	1510.6371	00016100	ELECTRIC	PARK & RECREATION
					10/25					
		14,784.64								
163736	11/13/2025		106005 ABM							
	11/13/2025	9,613.66	NOVEMBER CLEANING		10748	10000496099	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
		9,613.66								
163737	11/13/2025		101825 ABT MAILCOM							
	11/13/2025	618.52	MONTHLY OUTSOURCING-UB BILLS		10749	53687A	6100.6350		PRINTING COSTS	WATER UTILITY
	11/13/2025	618.52	MONTHLY OUTSOURCING-UB BILLS		10750	53687B	6200.6350		PRINTING COSTS	SEWER UTILITY
	11/13/2025	618.52	MONTHLY OUTSOURCING-UB BILLS		10751	53687C	6300.6350		PRINTING COSTS	STORM WATER UTILITY
	11/13/2025	206.16	MONTHLY OUTSOURCING-UB BILLS		10752	53687D	6400.6350		PRINTING COSTS	STREET LIGHT UTILITY
		2,061.72								
163738	11/13/2025		103435 ACCELERATED TECHNOLOGIES							
	11/13/2025	378.12	TERMINATED AND TESTED 3 DATA		10753	10813	1210.6550		MOTOR VEHICLES	POLICE
		378.12								
163739	11/13/2025		101463 ADVANCE AUTO PARTS							
	11/13/2025	15.63	PARTS		10754	1596-410319	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE

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163739	11/13/2025		101463 ADVANCE AUTO PARTS						Continued...	
	11/13/2025	145.09-	PARTS CREDIT		10755	1596-410396	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
			CREDIT MEMO							
	11/13/2025	4.92	PARTS		10756	1596-410442	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	133.48	SMALL TOOLS		10757	1596-410687	1330.6241		SMALL TOOLS	FLEET MAINTENANCE
	11/13/2025	94.54	PARTS		10758	1596-410694	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	43.53	PARTS		10759	1596-410716	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	29.49	PARTS		10760	1596-410718	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	16.38	PARTS		10761	1596-411658	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	20.09	PARTS		10762	1596-411736	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	35.99	PARTS		10763	1596-411817	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	7.79	PARTS		10764	1596-411838	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	20.09-	PARTS CREDIT		10765	1596-411919	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
			CREDIT MEMO							
	11/13/2025	17.68	PARTS		10766	1596-412038	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	61.98	HITCH FOR LIFT		10767	1596-ID-410575	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		316.32								
163740	11/13/2025		103404 AFRICA PARTNERS MEDICAL							
	11/13/2025	300.00	#6215 SC DAMAGE DEPOSIT REFUND		10768	97336522	1000.2204	00016100	P&R - REFUND CLEARING	GENERAL FUND BALANCE SHEET
		300.00								
163741	11/13/2025		100919 ALL AMERICAN ARENA PRODUCTS							
	11/13/2025	2,880.00	GOAL FRAMES / NETTING		10770	6968	6500.6233		BUILDING REPAIRS SUPPLIES	ICE ARENA
		2,880.00								
163742	11/13/2025		101422 ALL SEASONS FIREPLACE							
	11/13/2025	249.95	PM FIREPLACE		10771	91525-1	1510.6384	00016100	MACHINERY & EQUIPMENT REPAIRS	PARK & RECREATION
		249.95								
163743	11/13/2025		103380 AMPION PBC							
	11/13/2025	723.43	SEP'25 SOLAR SUBSCRIPTION		10772	202511000242246 2A	6100.6371	W107	ELECTRIC	WATER UTILITY
	11/13/2025	183.55	SEP'25 SOLAR SUBSCRIPTION		10773	202511000242246 2B	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
	11/13/2025	923.83	SEP'25 SOLAR SUBSCRIPTION		10774	202511000242246 2C	6100.6371	W110	ELECTRIC	WATER UTILITY
		1,830.81								
163744	11/13/2025		103515 APPLE FORD LINCOLN AV							
	11/13/2025	27.50	PARTS		10775	731666A1W	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE

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163744	11/13/2025		103515 APPLE FORD LINCOLN AV						Continued...	
	11/13/2025	179.83	PARTS		10776	733199A1W	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	8.29	PARTS		10777	734419A1W	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	75.00-	PARTS CREDIT		10778	CM729719 CREDIT	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
			MEMO							
		<u>140.62</u>								
163745	11/13/2025		105656 ART PARTNERS GROUP							
	11/13/2025	659.00	PINK PATCH WALL DISPLAY		10779	21662	4316.6570		OFFICE EQUIP, FURNISHINGS, IT	2023-08 - PD & PW BUILDING (20
		<u>659.00</u>								
163746	11/13/2025		100478 ASPEN MILLS							
	11/13/2025	735.00	FIRE PATCH RESTOCK FOR UNIFORM		10780	364305	1220.6144		EMPLOYEE ALLOWANCES	FIRE
		<u>735.00</u>								
163747	11/13/2025		102886 AT&T MOBILITY							
	11/13/2025	208.42	SCADA DIALER LINES		10781	287310280659X11 032025A	6100.6321		TELEPHONE	WATER UTILITY
	11/13/2025	208.42	SCADA DIALER LINES		10782	287310280659X11 032025B	6200.6321		TELEPHONE	SEWER UTILITY
	11/13/2025	208.42	SCADA DIALER LINES		10783	287310280659X11 032025C	6300.6321		TELEPHONE	STORM WATER UTILITY
	11/13/2025	3,018.74	POLICE DEPT CELL PHONES BILL		10784	287328492583X11 032025	1210.6321		TELEPHONE	POLICE
		<u>3,644.00</u>								
163748	11/13/2025		106579 ATE RECREATION							
	11/13/2025	2,000.00	REFUND HYDRANT METER DEPOSIT		10785	METER 83231408 DEP REF A	6100.2201		DEPOSITS PAYABLE	WATER UTILITY
	11/13/2025	91.47-	REFUND HYDRANT METER DEPOSIT		10786	METER 83231408 DEP REF B	6100.4801.04		COMMERCIAL UTILITY REVENUE	WATER UTILITY
	11/13/2025	7.43-	REFUND HYDRANT METER DEPOSIT		10787	METER 83231408 DEP REF C	6100.2061		SALES TAX PAYABLE	WATER UTILITY
		<u>1,901.10</u>								
163749	11/13/2025		106603 AUTO BODY EXCELLENCE INC							
	11/13/2025	2,085.23	BODY WORK		10788	245543	1330.6384		MACHINERY & EQUIPMENT REPAIRS	FLEET MAINTENANCE
		<u>2,085.23</u>								
163750	11/13/2025		103520 AVR LLC							
	11/13/2025	531.00	CONCRETE-CATCH BASIN REPAIRS		10789	326984	6300.6234		STREET MAINTENANCE SUPPLIES	STORM WATER UTILITY

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163750	11/13/2025		103520 AVR LLC						Continued...	
		531.00								
163751	11/13/2025		103522 BARR ENGINEERING COMPANY							
	11/13/2025	6,216.50	SPEEDWAY DEMO		10790	23191581.00 - 4	2100.6510		LAND	PORT AUTHORITY
		6,216.50								
163752	11/13/2025		103344 BEAUDRY OIL & PROPANE							
	11/13/2025	176.00	LP FUEL		10791	3081502	1330.6222		FUELS	FLEET MAINTENANCE
	11/13/2025	28.00	LP FUEL		10792	3085762	1330.6222		FUELS	FLEET MAINTENANCE
		204.00								
163753	11/13/2025		103300 BELLEPAR HOMES							
	11/13/2025	2,000.00	13430 CADOGAN WAY - ASBUILT RE		10793	2025-01850	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
		2,000.00								
163754	11/13/2025		101175 BERRY COFFEE COMPANY							
	11/13/2025	120.09	COFFEE SUPPLIES FOR SC		10794	1085117	1510.6226	00016100	OTHER OPERATING SUPPLIES	PARK & RECREATION
		120.09								
163755	11/13/2025		101296 BOLTON & MENK INC							
	11/13/2025	9,423.50	SANITARY LIFT STATION NO. 13		10795	375928	4321.6313		ENGINEERING SERVICES	2024-22 - SANITARY LIFT STATIO
	11/13/2025	30,674.50	2026 SIP		10796	376928	4326.6313		ENGINEERING SERVICES	2026-01 - 2026 STREET IMPROVEM
	11/13/2025	400.50	PROJECT FALCON		10797	0376929	4673.6313		ENGINEERING SERVICES	2024-24 - PROJECT FALCON
	11/13/2025	974.50	PROFESSIONAL SERVICES		10798	0377472	4100.6520	PPICKLE	BUILDING AND STRUCTURES	PARK IMPROVEMENT
	11/13/2025	1,680.00	PARKING LOT FEE		10799	0377473	4100.6520	PPICKLE	BUILDING AND STRUCTURES	PARK IMPROVEMENT
	11/13/2025	7,953.50	LIFT STATION NO. 13		10800	378063	4321.6313		ENGINEERING SERVICES	2024-22 - SANITARY LIFT STATIO
		51,106.50								
163756	11/13/2025		103530 BRAUN INTERTEC CORP							
	11/13/2025	4,124.00	DOG PARK MATERIAL TESTING		10801	B450774	4100.6530	PPICKLE	IMPROVEMENTS OTHER THAN BUILDI	PARK IMPROVEMENT
		4,124.00								
163757	11/13/2025		101385 BUSINESS ESSENTIALS							
	11/13/2025	114.74	BUSINESS CARDS		10802	OE-QT-86664-1	1120.6350		PRINTING COSTS	GENERAL GOVERNMENT
	11/13/2025	150.14	PW/CITY LOGO ENVELOPES		10803	OE-QT-87154-1	1310.6210		OFFICE SUPPLIES	ENGINEERING
		264.88								
163758	11/13/2025		101351 CALIBRE PRESS							
	11/13/2025	145.10	SLINGS		11058	735122	1520.6238		OTHER MAINTENANCE SUPPLIES	PARKS MAINTENANCE
		145.10								

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163758	11/13/2025		101351 CALIBRE PRESS						Continued...	
163759	11/13/2025		103489 CALLTOWER							
	11/13/2025	2,446.78	CTADMIN TEAMS		10804	202845718	1120.6321		TELEPHONE	GENERAL GOVERNMENT
		2,446.78								
163760	11/13/2025		101352 CAMPION BARROW & ASSOCIATES							
	11/13/2025	465.00	GAVIN VOSIKA PSYCH EXAM		10805	042247	1210.6315		PRE-EMPLOYMENT SCREENING SERV	POLICE
		465.00								
163762	11/13/2025		101446 CCP NI MASTER TENANT 4, LLC							
	11/13/2025	3,573.04-	REVERSE APR'25 CHARGES		10806	APR 2025 CREDIT MEMO A	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
	11/13/2025	211.56-	REVERSE APR'25 CHARGES		10807	APR 2025 CREDIT MEMO B	6100.6371	W114	ELECTRIC	WATER UTILITY
	11/13/2025	1,945.28-	REVERSE APR'25 CHARGES		10808	APR 2025 CREDIT MEMO C	6100.6371	W107	ELECTRIC	WATER UTILITY
	11/13/2025	1,091.81	APR'25 SOLAR REVISED		10809	APR 2025 REVISED A	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
	11/13/2025	64.77	APR'25 SOLAR REVISED		10810	APR 2025 REVISED B	6100.6371	W114	ELECTRIC	WATER UTILITY
	11/13/2025	595.60	APR'25 SOLAR REVISED		10811	APR 2025 REVISED C	6100.6371	W107	ELECTRIC	WATER UTILITY
	11/13/2025	1,385.68-	REVERSE MAY'25 CHARGES		10812	MAY 2025 CREDIT MEMO A	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
	11/13/2025	4,572.52-	REVERSE MAY'25 CHARGES		10813	MAY 2025 CREDIT MEMO B	6100.6371	W114	ELECTRIC	WATER UTILITY
	11/13/2025	2,547.92-	REVERSE MAY'25 CHARGES		10814	MAY 2025 CREDIT MEMO C	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
	11/13/2025	2,206.68-	REVERSE MAY'25 CHARGES		10815	MAY 2025 CREDIT MEMO D	6100.6371	W107	ELECTRIC	WATER UTILITY
	11/13/2025	722.17-	REVERSE MAY'25 CHARGES		10816	MAY 2025 CREDIT MEMO E	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
	11/13/2025	1,420.81	MAY'25 SOLAR REVISED		10817	MAY 2025 REVISED A	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
	11/13/2025	1,400.02	MAY'25 SOLAR REVISED		10818	MAY 2025 REVISED B	6100.6371	W114	ELECTRIC	WATER UTILITY
	11/13/2025	675.64	MAY'25 SOLAR REVISED		10819	MAY 2025 REVISED C	6100.6371	W107	ELECTRIC	WATER UTILITY
	11/13/2025	1,452.84	JUN'25 SOLAR SUBSCRIPTION		10820	JUNE 2025 A	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
	11/13/2025	2,102.11	JUN'25 SOLAR SUBSCRIPTION		10821	JUNE 2025 B	6100.6371	W114	ELECTRIC	WATER UTILITY

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163762	11/13/2025		101446 CCP NI MASTER TENANT 4, LLC						Continued...	
	11/13/2025	554.11	JUN'25 SOLAR SUBSCRIPTION		10822	JUNE 2025 C	6100.6371	W107	ELECTRIC	WATER UTILITY
	11/13/2025	2,275.30	JUL'25 SOLAR SUBSCRIPTION		10823	JULY 2025 A	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
	11/13/2025	2,746.57	JUL'25 SOLAR SUBSCRIPTION		10824	JULY 2025 B	6100.6371	W114	ELECTRIC	WATER UTILITY
	11/13/2025	323.93	JUL'25 SOLAR SUBSCRIPTION		10825	JULY 2025 C	6100.6371	W107	ELECTRIC	WATER UTILITY
	11/13/2025	2,150.29	AUG'25 SOLAR SUBSCRIPTION		10826	AUG 2025 A	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
	11/13/2025	2,321.65	AUG'25 SOLAR SUBSCRIPTION		10827	AUG 2025 B	6100.6371	W114	ELECTRIC	WATER UTILITY
	11/13/2025	94.24	AUG'25 SOLAR SUBSCRIPTION		10828	AUG 2025 C	6100.6371	W107	ELECTRIC	WATER UTILITY
		2,104.84								
163763	11/13/2025		100101 CERTIFIED RECYCLING LLC							
	11/13/2025	70.00	MATTRESS RECYCLE		10830	90358	1320.6310		PROFESSIONAL SERVICES	STREET MAINTENANCE
		70.00								
163764	11/13/2025		102772 CHARTER COMMUNICATIONS							
	11/13/2025	213.32	TV BILL - PD/PW OCT & NOV		10831	248270801110125 A	1210.6326		OTHER COMMUNICATION COSTS	POLICE
	11/13/2025	213.33	TV BILL - PD/PW OCT & NOV		10832	248270801110125 B	1340.6326		OTHER COMMUNICATION COSTS	GOVERNMENT BUILDINGS
		426.65								
163765	11/13/2025		102985 CINTAS							
	11/13/2025	880.38	FIRST AID CABINETS		10834	5299689405	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
		880.38								
163766	11/13/2025		106166 CINTAS CORPORATION							
	11/13/2025	164.04	MATS		10835	20444647	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	274.87	MATS		10836	20444649	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	105.87	MATS		10837	20444650	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	31.76	MATS		10838	20444651	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	35.66	MATS		10839	20447813	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	123.04	MATS		10840	20447818	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	110.81	MATS		10841	20447819	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	36.51	MATS		10842	20447820	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	31.76	MATS		10843	20447821	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
		914.32								
163767	11/13/2025		103559 CIT SOLUTIONS							
	11/13/2025	376.00	MFA/EMAIL ISSUE HELP		10851	504035	1120.6310		PROFESSIONAL SERVICES	GENERAL GOVERNMENT
	11/13/2025	5,347.00	UMORE PARK PROJECT		10852	504105	4100.6520	PUMORB	BUILDING AND STRUCTURES	PARK IMPROVEMENT
		5,723.00								

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163767	11/13/2025		103559 CIT SOLUTIONS						Continued...	
163768	11/13/2025		103541 CITY OF APPLE VALLEY							
	11/13/2025	1,216.27	CABLE COMMISSION DRONE		10844	8153	2300.6570		OFFICE EQUIP, FURNISHINGS, IT	PEG FEES
		1,216.27								
163769	11/13/2025		103073 CITY OF INVER GROVE HTS							
	11/13/2025	82,000.00	2025 PAYMENT		10845	PR2025	1110.6456		OTHER MISCELLANEOUS CHARGES	LEGISLATIVE CONTROL
		82,000.00								
163770	11/13/2025		106397 CITYGATE ASSOCIATES, LLC.							
	11/13/2025	11,459.50	CITYGATE STUDY		10846	32020	1220.6310		PROFESSIONAL SERVICES	FIRE
		11,459.50								
163771	11/13/2025		103555 COLLINS ELECTRICAL							
	11/13/2025	1,122.65	LIGHT FS1		10847	2533857.01	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	1,912.05	STREETLIGHT REPAIR		10848	2534024.01	6400.6383		IMPROVEMENT REPAIRS AND MAINTENANCE	STREET LIGHT UTILITY
		3,034.70								
163772	11/13/2025		100297 COMMERCIAL FLOORING SERVICES LLC							
	11/13/2025	1,711.95	FLOOR CLEANING FS2		10849	204475-1	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	2,218.70	FLOOR CLEANING FS1		10850	204477-1	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
		3,930.65								
163773	11/13/2025		103311 CONFITREK							
	11/13/2025	3,324.00	TRAINING PROGRAM		10853	1302	1210.6318		SOFTWARE FEES	POLICE
		3,324.00								
163774	11/13/2025		101554 CORE & MAIN LP							
	11/13/2025	517.50	SPRAY PAINT		10854	X969828	1320.6220		OPERATING SUPPLIES	STREET MAINTENANCE
	11/13/2025	409.60	CULVERT FOR DITCH CLEANOUT		10855	Y070370	6300.6237		UTILITY SYSTEM MAINTENANCE SUP	STORM WATER UTILITY
	11/13/2025	306.60	CULVERT FOR DITCH CLEANOUT		10856	Y075238	6300.6237		UTILITY SYSTEM MAINTENANCE SUP	STORM WATER UTILITY
		1,233.70								
163775	11/13/2025		103560 CORPORATE MECHANICAL INC							
	11/13/2025	612.00	WEEKLY BOILER CHECKS		10857	W88715	1510.6384	00016100	MACHINERY & EQUIPMENT REPAIRS	PARK & RECREATION
		612.00								
163776	11/13/2025		100586 CRYSTEEL TRUCK EQUIPMENT							
	11/13/2025	1,302.32	BRINE TANK PARTS		10858	FP200856	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		1,302.32								

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163776	11/13/2025		100586 CRYSTEEL TRUCK EQUIPMENT						Continued...	
163777	11/13/2025		101709 CUSTOM CAP & TIRE							
	11/13/2025	1,554.96	TIRES		10859	270080207	1330.6232		TIRES	FLEET MAINTENANCE
	11/13/2025	718.00	TIRES		10860	270080524	1330.6232		TIRES	FLEET MAINTENANCE
	11/13/2025	1,671.24	TIRES		10861	270081069	1330.6232		TIRES	FLEET MAINTENANCE
		3,944.20								
163778	11/13/2025		103084 DAKOTA 911							
	11/13/2025	41,535.00	NOVEMBER 911 FEE		10862	AR-0000001183	1210.6310		PROFESSIONAL SERVICES	POLICE
		41,535.00								
163779	11/13/2025		103568 DAKOTA AWARDS & ENGRAVING							
	11/13/2025	36.00	NAME PLATES FOR BOILERS		10863	30084	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
		36.00								
163780	11/13/2025		100654 DAKOTA COUNTY FINANCE-ROW PERMIT FEES							
	11/13/2025	766.67	2025 PERMIT SOFTWARE FEE		10864	370014	1310.6318		SOFTWARE FEES	ENGINEERING
		766.67								
163781	11/13/2025		100379 DAKOTA COUNTY PROPERTY							
	11/13/2025	14,832.72	2ND HALF TAXES 34-03010-85-010		10865	34-03010-85-010	2100.6317		OTHER PROFESSIONAL SERVICES	PORT AUTHORITY
		14,832.72								
163782	11/13/2025		103219 DAVID WEEKLEY HOMES							
	11/13/2025	2,000.00	1157 150TH ST W - ASBUILT REFU		10866	2025-00992	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
		2,000.00								
163783	11/13/2025		106635 DONNELLY, ERIN							
	11/13/2025	50.00	SENIOR FITNESS CLASS		10892	100 STEEPLE CENTER	1510.6310	00040603	PROFESSIONAL SERVICES	PARK & RECREATION
		50.00								
163784	11/13/2025		103600 DR HORTON INC							
	11/13/2025	2,000.00	13319 APPLEWOOD TRL REFUND		10867	2025-00382	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
	11/13/2025	2,000.00	13305 APPLEWOOD TRL REFUND		10868	2025-00656	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
	11/13/2025	2,000.00	13333 APPLEWOOD TRL REFUND		10869	2025-00961	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
	11/13/2025	2,000.00	13348 APPLEWOOD TRL REFUND		10870	2025-01323	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
		8,000.00								
163785	11/13/2025		101673 DUNDAS SOLAR HOLDINGS LLC							

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163785	11/13/2025		101673 DUNDAS SOLAR HOLDINGS LLC						Continued...	
	11/13/2025	9,927.49	SEPT'25 SOLAR SUBSCRIPTION		10871	2510-6951A	6500.6371		ELECTRIC	ICE ARENA
		9,927.49								
163786	11/13/2025		103603 EARL F ANDERSEN INC							
	11/13/2025	275.00	SANDBAGS WITH METAL TIES		10872	0141302-IN	1320.6220		OPERATING SUPPLIES	STREET MAINTENANCE
	11/13/2025	116.05	ADOPT A STREET SIGNS		10873	0141380-IN	1320.6236		SIGN REPAIR SUPPLIES	STREET MAINTENANCE
		391.05								
163787	11/13/2025		103605 ECM PUBLISHERS INC							
	11/13/2025	44.00	ORD NO. B-322 NOTICE		10874	1069949	1120.6343		LEGAL NOTICES	GENERAL GOVERNMENT
		44.00								
163788	11/13/2025		103607 ECOLAB PEST							
	11/13/2025	100.00	PEST CONTROL - CH, SHOP, PW		10875	9350408	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	750.00	PEST CONTROL		10876	9350412	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	49.39	PEST CONTROL		10877	9589294	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	61.52	RCC PEST CONTROL		10878	9350409A	1510.6384		MACHINERY & EQUIPMENT REPAIRS	PARK & RECREATION
	11/13/2025	61.52	RCC PEST CONTROL		10879	9350409B	6500.6384		MACHINERY & EQUIPMENT REPAIRS	ICE ARENA
		1,022.43								
163789	11/13/2025		103003 ECOSAFE ZERO WASTE USA LLC							
	11/13/2025	1,849.40	ORGANICS BAGS		10880	INV/2025/02086	1340.6374		TRASH	GOVERNMENT BUILDINGS
		1,849.40								
163790	11/13/2025		105653 EDGE CONTRACTING, INC.							
	11/13/2025	2,000.00	REFUND HDYRANT METER DEPOSIT		10881	METER 67835126	6100.2201		DEPOSITS PAYABLE	WATER UTILITY
						DEP REFA				
	11/13/2025	1,527.28	REFUND HDYRANT METER DEPOSIT		10882	METER 67835126	6100.4801.04		COMMERCIAL UTILITY REVENUE	WATER UTILITY
						DEP REFB				
	11/13/2025	124.09	REFUND HDYRANT METER DEPOSIT		10883	METER 67835126	6100.2061		SALES TAX PAYABLE	WATER UTILITY
						DEP REFC				
		348.63								
163791	11/13/2025		106192 ELITE OUTDOOR SERVICES WIMN							
	11/13/2025	970.00	WINTER CONTRACTED SERVICES		10884	1397	1320.6385		OTHER REPAIRS AND MAINTENANCE	STREET MAINTENANCE
		970.00								
163792	11/13/2025		103610 EMERGENCY APPARATUS MAINT							
	11/13/2025	2,752.22	PARTS		10886	137586	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	536.32	E-11 PUMP TEST		10887	137807	1220.6317		OTHER PROFESSIONAL SERVICES	FIRE

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163792	11/13/2025		103610 EMERGENCY APPARATUS MAINT						Continued...	
	11/13/2025	508.64	E-12 PUMP TEST		10888	137808	1220.6317		OTHER PROFESSIONAL SERVICES	FIRE
	11/13/2025	567.20	E-21 PUMP TEST		10889	137809	1220.6317		OTHER PROFESSIONAL SERVICES	FIRE
	11/13/2025	2,581.44	L11 PUMP TEST		10890	137810	1220.6317		OTHER PROFESSIONAL SERVICES	FIRE
		6,945.82								
163793	11/13/2025		106097 ENFORCEMENT LIGHTING, LLC.							
	11/13/2025	7,025.00	2025 DODGE DURANGO		10891	08387	4050.6550.21		MOTOR VEHICLES-POLICE	EQUIPMENT IMPROVEMENT
		7,025.00								
163794	11/13/2025		103467 FAIRCHILD EQUIPMENT							
	11/13/2025	17.68	PARTS		10893	PSO049378-1	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		17.68								
163795	11/13/2025		103220 FAUL PSYCHOLOGICAL PLLC							
	11/13/2025	1,995.00	NEW HIRE - PSYCHOLOGICAL EXAMS		10894	2513	1220.6316		RECRUITMENT SERVICES	FIRE
		1,995.00								
163796	11/13/2025		100240 FIRE SAFETY USA INC							
	11/13/2025	16,369.95	CIP- RESCUE AIR BAGS		10895	207355	4050.6580		OTHER EQUIPMENT	EQUIPMENT IMPROVEMENT
		16,369.95								
163797	11/13/2025		101085 FIRST ADVANTAGE OCCUPATIONAL HEALTH SERV							
	11/13/2025	183.55	DRUG TEST SERVICES		10896	2508412509	1180.6315		PRE-EMPLOYMENT SCREENING SERV	HUMAN RESOURCES
		183.55								
163798	11/13/2025		103621 FIRST STATE BANK							
	11/13/2025	75.00	SAFE DEP BOX 989 RENT TO 11/26		10897	2025-989	1150.6396		OTHER RENTALS	FINANCE
		75.00								
163799	11/13/2025		100652 FLEETPRIDE							
	11/13/2025	387.96	PARTS		10898	129450247	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	657.96	PARTS		10899	129667469	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	657.96	PARTS		10900	129805003	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	56.00	PARTS		10901	129450537	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
			CREDIT MEMO							
		1,647.88								
163800	11/13/2025		103626 FRIEDGES LANDSCAPING INC							
	11/13/2025	3,500.00	UMORE IRRIGATION REPAIRS		10902	616933A	1520.6317		OTHER PROFESSIONAL SERVICES	PARKS MAINTENANCE
	11/13/2025	3,500.00	UMORE IRRIGATION REPAIRS		10903	616933B	4100.6530	PUMORB	IMPROVEMENTS OTHER THAN BUILDI	PARK IMPROVEMENT

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163800	11/13/2025		103626 FRIEDGES LANDSCAPING INC						Continued...	
	11/13/2025	750.00	UMORE IRRIGATION REPAIRS		10904	616933C	1510.6317	PUMORB	OTHER PROFESSIONAL SERVICES	PARK & RECREATION
		7,750.00								
163801	11/13/2025		100156 GERTEN GREENHOUSES INC-446133							
	11/13/2025	462.00	GARDEN SOIL		10905	135793/30	1520.6235		LANDSCAPING SUPPLIES	PARKS MAINTENANCE
	11/13/2025	1,441.50	ASSOCIATION CHAULK/DRY		10906	241313/12	1510.6226		OTHER OPERATING SUPPLIES	PARK & RECREATION
	11/13/2025	16.00-	SOIL CREDIT		10907	550631/1 CREDIT	1520.6235		LANDSCAPING SUPPLIES	PARKS MAINTENANCE
			MEMO							
		1,887.50								
163802	11/13/2025		103635 GOPHER STATE ONE-CALL							
	11/13/2025	439.65	LOCATES		10908	5100727A	6100.6310		PROFESSIONAL SERVICES	WATER UTILITY
	11/13/2025	439.65	LOCATES		10909	5100727B	6200.6310		PROFESSIONAL SERVICES	SEWER UTILITY
	11/13/2025	439.65	LOCATES		10910	5100727C	6300.6310		PROFESSIONAL SERVICES	STORM WATER UTILITY
		1,318.95								
163803	11/13/2025		103639 GRAINGER							
	11/13/2025	201.20	RACKING FOR SHELVING		10911	9703729021	6200.6224		SHOP SUPPLIES	SEWER UTILITY
	11/13/2025	57.18-	PPE CREDIT		10912	9692123244	1520.6224		SHOP SUPPLIES	PARKS MAINTENANCE
			CREDIT MEMO							
		144.02								
163804	11/13/2025		103085 GUARDIAN SUPPLY							
	11/13/2025	1,596.73	CSO LEAF EQUIPMENT & UNIFORMS		10914	22520	1210.6144		EMPLOYEE ALLOWANCES	POLICE
	11/13/2025	36.00	PATCH REMOVAL & REPLACEMENT		10915	22523	1210.6144		EMPLOYEE ALLOWANCES	POLICE
	11/13/2025	19.99	GOLD NAME PLATE FOR MARTY S.		10916	22527	1210.6144		EMPLOYEE ALLOWANCES	POLICE
		1,652.72								
163805	11/13/2025		100443 H & L MESABI COMPANY							
	11/13/2025	1,965.00	PLOW PARTS		10917	15392	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		1,965.00								
163806	11/13/2025		103376 HALLBERG ENGINEERING							
	11/13/2025	4,500.00	PW/PD CAMPUS PROJECT		10918	37585	4316.6313		ENGINEERING SERVICES	2023-08 - PD & PW BUILDING (20
	11/13/2025	2,000.00	PW/PD CAMPUS PROJECT		10919	37792	4316.6313		ENGINEERING SERVICES	2023-08 - PD & PW BUILDING (20
		6,500.00								
163807	11/13/2025		100566 HARDWOOD CREEK LUMBER INC							
	11/13/2025	1,627.50	LATHE FOR ROUTE MARKING		10920	13342	1320.6220		OPERATING SUPPLIES	STREET MAINTENANCE
		1,627.50								

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163807	11/13/2025		100566 HARDWOOD CREEK LUMBER INC						Continued...	
163808	11/13/2025		105658 HEARTLAND BUSINESS SYSTEMS, LLC							
	11/13/2025	6,136.16	CAMERA TRAILER RETROFIT		10921	837072-H	1210.6242	00020110	MINOR EQUIPMENT	POLICE
	11/13/2025	2,071.45	5Y VERKAD CAMERA/GATEWAY LIC		10922	838901-H	1210.6451		DUES AND SUBSCRIPTIONS	POLICE
		8,207.61								
163809	11/13/2025		106631 HOME LINE							
	11/13/2025	140.30	SPEAKER FOR PRESENTATION		10923	10/15/25	1210.6460		MEETING EXPENSE	POLICE
		140.30				PRESENTATION				
163810	11/13/2025		103483 HORWITZ LLC							
	11/13/2025	954.56	REPAIR OF AIRLINES FS1 AND FS2		10924	S500025733	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	310.00	RPZ TEST		10925	S500025743	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	396.00	UMORE SHELTER		10926	S500025744	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
		1,660.56								
163811	11/13/2025		106457 HYDRO-KLEAN, LLC.							
	11/13/2025	19,083.84	2025 SEWER CLEANING TELEVISIONING		10927	096764	6200.6530		IMPROVEMENTS OTHER THAN BUILDI	SEWER UTILITY
	11/13/2025	10,514.64	2025 SEWER CLEANING TELEVISIONING		10928	096882	6200.6530		IMPROVEMENTS OTHER THAN BUILDI	SEWER UTILITY
		29,598.48								
163812	11/13/2025		101616 I & S GROUP INC							
	11/13/2025	4,000.00	BONAIRE PATH TRAIL PROJECT		10929	123264	4100.6312	PGREEN	ARCHITECT SERVICES	PARK IMPROVEMENT
	11/13/2025	500.00	BONAIRE PATH TRAIL		10930	124395	4100.6312	PGREEN	ARCHITECT SERVICES	PARK IMPROVEMENT
		4,500.00								
163813	11/13/2025		103394 IMPERIAL DADE							
	11/13/2025	47.25	COMPOSTABLE LINERS		10931	4440022A	1510.6226		OTHER OPERATING SUPPLIES	PARK & RECREATION
	11/13/2025	47.25	COMPOSTABLE LINERS		10932	4440022B	6500.6226		OTHER OPERATING SUPPLIES	ICE ARENA
	11/13/2025	29.84	COMPOSTABLE LINERS		10933	4440022C	1510.6226	00016100	OTHER OPERATING SUPPLIES	PARK & RECREATION
	11/13/2025	12.26	DRAIN HOSE CAP KIT		10934	4442000A	1510.6226		OTHER OPERATING SUPPLIES	PARK & RECREATION
	11/13/2025	12.26	DRAIN HOSE CAP KIT		10935	4442000B	6500.6226		OTHER OPERATING SUPPLIES	ICE ARENA
	11/13/2025	7.74	DRAIN HOSE CAP KIT		10936	4442000C	1510.6226	00016100	OTHER OPERATING SUPPLIES	PARK & RECREATION
	11/13/2025	51.28	JANITORIAL SUPPLIES		10937	4445423A	1510.6226		OTHER OPERATING SUPPLIES	PARK & RECREATION
	11/13/2025	51.28	JANITORIAL SUPPLIES		10938	4445423B	6500.6226		OTHER OPERATING SUPPLIES	ICE ARENA
	11/13/2025	32.40	JANITORIAL SUPPLIES		10939	4445423C	1510.6226	00016100	OTHER OPERATING SUPPLIES	PARK & RECREATION
		291.56								
163814	11/13/2025		100340 IN CONTROL INC							

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163814	11/13/2025		100340 IN CONTROL INC						Continued...	
	11/13/2025	400.00	VNC CONNECT		10940	S-INV03110	6310.6310		PROFESSIONAL SERVICES	STORM WATER TRUNK FUND
		400.00								
163815	11/13/2025		103655 INDEPENDENT BLACK DIRT							
	11/13/2025	162.00	SOIL		10941	38589	1520.6235		LANDSCAPING SUPPLIES	PARKS MAINTENANCE
	11/13/2025	135.00	BLACK DIRT		10942	38937	1520.6235		LANDSCAPING SUPPLIES	PARKS MAINTENANCE
	11/13/2025	360.00	GARDEN BLEND		10943	38967	1510.6235	00040704	LANDSCAPING SUPPLIES	PARK & RECREATION
	11/13/2025	360.00	GARDEN BLEND		10944	38969	1510.6235	00040704	LANDSCAPING SUPPLIES	PARK & RECREATION
	11/13/2025	360.00	GARDEN BLEND		10945	38970	1510.6235	00040704	LANDSCAPING SUPPLIES	PARK & RECREATION
	11/13/2025	360.00	GARDEN BLEND		10946	38971	1510.6235	00040704	LANDSCAPING SUPPLIES	PARK & RECREATION
	11/13/2025	360.00	GARDEN BLEND		10947	38972	1510.6235	00040704	LANDSCAPING SUPPLIES	PARK & RECREATION
	11/13/2025	360.00	GARDEN BLEND		10948	38977	1510.6235	00040704	LANDSCAPING SUPPLIES	PARK & RECREATION
	11/13/2025	360.00	GARDEN BLEND		10949	38978	1510.6235	00040704	LANDSCAPING SUPPLIES	PARK & RECREATION
	11/13/2025	300.00	BLACK DIRT		10950	38987	1520.6235		LANDSCAPING SUPPLIES	PARKS MAINTENANCE
		3,117.00								
163816	11/13/2025		100538 INTERSTATE BATTERY SYSTEM OF MINNEAPOLIS							
	11/13/2025	227.95	PARTS		10951	220078523	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		227.95								
163817	11/13/2025		100105 J.R.'S ADVANCED RECYCLERS							
	11/13/2025	1,300.00	APPLIANCE RECYCLING		10952	116673	1340.6374	00040701	TRASH	GOVERNMENT BUILDINGS
	11/13/2025	639.85	REFUSE		10953	116781	1340.6374		TRASH	GOVERNMENT BUILDINGS
		1,939.85								
163818	11/13/2025		100986 JANI-KING OF MINNESOTA							
	11/13/2025	525.00	RCC EVENT CLEANING		10954	MIN10250229	1510.6317		OTHER PROFESSIONAL SERVICES	PARK & RECREATION
	11/13/2025	480.00	SC EVENT CLEANING		10955	MIN10250230	1510.6317	00016100	OTHER PROFESSIONAL SERVICES	PARK & RECREATION
		1,005.00								
163819	11/13/2025		103668 KENNEDY & GRAVEN, CHARTERED							
	11/13/2025	2,006.25	PORT AUTH RETAINER LEGAL		10956	190274	2100.6314		LEGAL SERVICES	PORT AUTHORITY
	11/13/2025	2,259.89	ADMIN RETAINER LEGAL		10957	190281	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
	11/13/2025	745.76	ENG & PW RETAINER LEGAL		10958	190282	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
	11/13/2025	406.78	PLANNING DEPT RETAINER LEGAL		10959	190283	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
	11/13/2025	225.99	PD RETAINER LEGAL		10960	190284	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
	11/13/2025	361.58	PERSONNEL MATTERS RETAINER LEG		10961	190285	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
	11/13/2025	97.50	NON RETAINER LEGAL		10962	190279 NON	4312.6314		LEGAL SERVICES	2022-23 - LIFETIME CLUB
			RETAINER A							
	11/13/2025	2,874.35	NON RETAINER LEGAL		10963	190279 NON	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT

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163819	11/13/2025		103668 KENNEDY & GRAVEN, CHARTERED						Continued...	
			RETAINER B							
		8,978.10								
163820	11/13/2025		100274 KEYLAND HOMES							
	11/13/2025	2,000.00	15029 ARDMULLIVAN LN - ASBUILT		10964	2025-00668	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
	11/13/2025	2,000.00	14316 ALDER WAY ASBUILT REFUND		10965	2025-01054	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
		4,000.00								
163821	11/13/2025		102013 KIMLEY-HORN & ASSOCIATES INC							
	11/13/2025	950.81	RAB - CONNEMARA & AKRON		10966	33618957	4320.6313		ENGINEERING SERVICES	2024-20 - CONNEMARA & AKRON RO
		950.81								
163822	11/13/2025		102967 KIRCHNER LAWN & LANDSCAPE							
	11/13/2025	800.00	STUMP GRINDING		10967	9824	4000.6383		IMPROVEMENT REPAIRS AND MAINTENANCE	BUILDING IMPROVEMENT
		800.00								
163823	11/13/2025		102459 LEADSONLINE							
	11/13/2025	3,230.00	LEADS INVESTIGATIVE TOOL		10968	421737	1210.6318		SOFTWARE FEES	POLICE
		3,230.00								
163824	11/13/2025		100544 LEAGUE OF MN CITIES							
	11/13/2025	90.00	NEW HIRE TRAINING		10969	435905	1180.6317		OTHER PROFESSIONAL SERVICES	HUMAN RESOURCES
		90.00								
163825	11/13/2025		100072 LEAGUE-MN CITIES INS TRUST							
	11/13/2025	1,514.18	CLAIM #000000464944		10970	10020	2375.6385		OTHER REPAIRS AND MAINTENANCE	INSURANCE
		1,514.18								
163826	11/13/2025		103683 LEAGUE-MN CITIES INS TRUST -WC TREATMENT							
	11/13/2025	589.12	W/C DEDUCTIBLE BILLING		10971	25351	2375.6362		WORKERS COMPENSATION INSURANCE	INSURANCE
		589.12								
163827	11/13/2025		106391 LENOVO, INC.							
	11/13/2025	1,765.00	LENOVO X1 CARBON 512GB		10972	6474221109	1510.6570	00040599	OFFICE EQUIP, FURNISHINGS, IT	PARK & RECREATION
		1,765.00								
163828	11/13/2025		106099 LIFE TIME, INC.							
	11/13/2025	1,470.80	LIFETIME SCHOLARSHIP		10973	CNV-196072	1120.6456		OTHER MISCELLANEOUS CHARGES	GENERAL GOVERNMENT
		1,470.80								

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163829	11/13/2025		100736 LIGHTNING DISPOSAL INC						Continued...	
	11/13/2025	1,280.82	PUMPKIN COMPOSTING		10974	856805	1340.6374		TRASH	GOVERNMENT BUILDINGS
		1,280.82								
163830	11/13/2025		103170 LYNN LEMBCKE CONSULTING							
	11/13/2025	1,500.00	BWC AUDIT 3/1/23 - 7/15/25		10975	25-056	1210.6310		PROFESSIONAL SERVICES	POLICE
		1,500.00								
163831	11/13/2025		103276 M/I HOMES							
	11/13/2025	2,000.00	1109 ANNACOTTE LN - ASBUILT RE		10976	2025-02725	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
		2,000.00								
163832	11/13/2025		101580 MACQUEEN							
	11/13/2025	3,650.00	FIRE HELMETS		10977	P56343	4050.6580		OTHER EQUIPMENT	EQUIPMENT IMPROVEMENT
	11/13/2025	447.00	FIRE HELMET FRONTS		10978	P56660	1220.6580		OTHER EQUIPMENT	FIRE
	11/13/2025	2,283.00	HELMET FRONTS		10979	P56926	4050.6580		OTHER EQUIPMENT	EQUIPMENT IMPROVEMENT
	11/13/2025	118.00	HELMET FRONT		10980	P57039	1220.6580		OTHER EQUIPMENT	FIRE
	11/13/2025	1,179.85	HELMET DECALS		10981	P57456	4050.6580		OTHER EQUIPMENT	EQUIPMENT IMPROVEMENT
		7,677.85								
163833	11/13/2025		100830 MANSFIELD OIL COMPANY							
	11/13/2025	6,631.13	2,700 GAL UNLEADED FUEL		10982	27040981	1330.6222		FUELS	FLEET MAINTENANCE
	11/13/2025	4,988.85	1,800 GAL DIESEL FUEL		10983	27084860	1330.6222		FUELS	FLEET MAINTENANCE
	11/13/2025	6,055.76	2,700 GALUNLEADED FUEL		10984	27112813	1330.6222		FUELS	FLEET MAINTENANCE
	11/13/2025	4,988.85	1,800 GAL DIESEL FUEL		10985	27149819	1330.6222		FUELS	FLEET MAINTENANCE
	11/13/2025	600.00	TRANSFER OF FUEL		10986	MBINV-10998607	1330.6222		FUELS	FLEET MAINTENANCE
		23,264.59								
163834	11/13/2025		102680 MARIE RIDGEWAY LICSW, LLC							
	11/13/2025	730.29	CONTRACT FEES COPIERS (4)		10987	INV14495051	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	11/13/2025	1,370.00	CHECK -INS, RETAINER, THERAPY		10988	3367	1210.6310		PROFESSIONAL SERVICES	POLICE
	11/13/2025	1,470.00	RETAINER, TRAINING, THERAPY		10989	3406	1210.6310		PROFESSIONAL SERVICES	POLICE
		3,570.29								
163835	11/13/2025		103690 MASTER ELECTRIC CO INC							
	11/13/2025	477.75	REPLACED FAULTY RELAY		10990	SD58748	6100.6310	W108	PROFESSIONAL SERVICES	WATER UTILITY
	11/13/2025	412.50	TROUBLESHOOT VFD CODE		10991	SD58749	6100.6310	WT101	PROFESSIONAL SERVICES	WATER UTILITY
		890.25								
163836	11/13/2025		100887 MCMULLEN INSPECTIONS INC							
	11/13/2025	17,705.60	ELECTRICAL INVOICE NOV 2025		10992	NOV'25 ELECT	1000.2281		ELECTRICAL INSPECTOR PAYABLE	GENERAL FUND BALANCE SHEET

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163836	11/13/2025		100887 MCMULLEN INSPECTIONS INC						Continued...	
			INSPECTIONS							
		17,705.60								
163837	11/13/2025		103694 MCNAMARA CONTRACTING INC							
	11/13/2025	53,856.64	NEW PD/PW FACILITY		10993	BP1 WS 32-1 #4	4316.2041		CONTRACTS PAYABLE	2023-08 - PD & PW BUILDING (20
			FINAL							
		53,856.64								
163838	11/13/2025		100368 MEDICINE LAKE TOURS							
	11/13/2025	1,862.00	SENIOR BUS TRIP		10994	FALL MIGRATION	1510.6310	00040601	PROFESSIONAL SERVICES	PARK & RECREATION
						11/10/2025				
		1,862.00								
163839	11/13/2025		103718 MEI TOTAL ELEVATOR SOLUTIONS							
	9/25/2025	203.21	REFUND		9622	1148233	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	10/9/2025	203.21	MONTHLY PM		10104	1151286	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	203.21	MONTHLY PM		10995	1156024	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
		203.21								
163840	11/13/2025		103697 MENARDS-APPLE VALLEY							
	11/13/2025	983.60	PLYWOOD N 2X6 FOR RACKING		10996	1059	1520.6238		OTHER MAINTENANCE SUPPLIES	PARKS MAINTENANCE
	11/13/2025	154.29	2X6		10997	1133	1520.6238		OTHER MAINTENANCE SUPPLIES	PARKS MAINTENANCE
	11/13/2025	214.26	SUPPLIES		10998	01428	1520.6238		OTHER MAINTENANCE SUPPLIES	PARKS MAINTENANCE
	11/13/2025	14.99	TUBE FOR CONCRETE FOOTING		10999	01502	1340.6520		BUILDING AND STRUCTURES	GOVERNMENT BUILDINGS
	11/13/2025	95.23	BUILDING REPAIR		11000	01505	1340.6233		BUILDING REPAIRS SUPPLIES	GOVERNMENT BUILDINGS
		1,462.37								
163841	11/13/2025		101363 METRO SALES INC							
	11/13/2025	73.44	STEEPLE CNTR MAIN OFF COPIER		11001	INV2917320A	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	11/13/2025	77.89	STEEPLE CNTR MAIN OFF COPIER		11002	INV2917320B	1120.6350		PRINTING COSTS	GENERAL GOVERNMENT
	11/13/2025	283.64	CH 1ST FLOOR		11003	INV2923022	1120.6350		PRINTING COSTS	GENERAL GOVERNMENT
	11/13/2025	8.89	PD OFFICER RM COPIER		11004	INV2930607A	1120.6350		PRINTING COSTS	GENERAL GOVERNMENT
	11/13/2025	73.44	PD OFFICER RM COPIER		11005	INV2930607B	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	11/13/2025	73.44	PW RECEPTION COPIER		11006	INV2930608A	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	11/13/2025	12.83	PW RECEPTION COPIER		11007	INV2930608B	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	11/13/2025	1.23	PW RESOURCE ROOM		11008	INV2930609A	1120.6350		PRINTING COSTS	GENERAL GOVERNMENT
	11/13/2025	133.09	PW RESOURCE ROOM		11009	INV2930609B	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	11/13/2025	73.44	PD PATROL OFFICE COPIER		11010	INV2930610A	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	11/13/2025	31.87	PD PATROL OFFICE COPIER		11011	INV2930610B	1120.6350		PRINTING COSTS	GENERAL GOVERNMENT
		843.20								

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163841	11/13/2025		101363 METRO SALES INC						Continued...	
163842	11/13/2025		103126 MIDWEST MACHINERY CO							
	11/13/2025	1,468.64	PARTS		11012	10695528	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	1,160.84	PARTS		11013	10702665	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	1,160.84-	RETURN PARTS		11014	10696021 CREDIT	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
						MEMO				
		<u>1,468.64</u>								
163843	11/13/2025		102009 MINDFUL HEALTH							
	11/13/2025	912.00	SENIOR YOGA CLASSES		11015	OCT'25 YOGA CLASSES	1510.6310	00040603	PROFESSIONAL SERVICES	PARK & RECREATION
		<u>912.00</u>								
163844	11/13/2025		100603 MINGER CONSTRUCTION INC							
	11/13/2025	2,000.00	REFUND HDYRANT METER DEPOSIT		11016	METER 242479760 DEP REF A	6100.2201		DEPOSITS PAYABLE	WATER UTILITY
	11/13/2025	239.32-	REFUND HDYRANT METER DEPOSIT		11017	METER 242479760 DEP REF B	6100.4801.04		COMMERCIAL UTILITY REVENUE	WATER UTILITY
	11/13/2025	19.44-	REFUND HDYRANT METER DEPOSIT		11018	METER 242479760 DEP REF C	6100.2061		SALES TAX PAYABLE	WATER UTILITY
		<u>1,741.24</u>								
163845	11/13/2025		100473 MINNESOTA COACHES INC							
	11/13/2025	905.42	BUS FOR SENIOR MYSTERY TRIP		11019	125190	1510.6310	00040601	PROFESSIONAL SERVICES	PARK & RECREATION
		<u>905.42</u>								
163846	11/13/2025		103715 MN DEPT OF HEALTH							
	11/13/2025	790.00	2026 LICENSE RENEWAL-COMM CTR		11020	9458	1510.6226	00015100	OTHER OPERATING SUPPLIES	PARK & RECREATION
	11/13/2025	540.00	2026 LICENSE RENEWAL-ST. CTR		11021	31909	1510.6226	00016100	OTHER OPERATING SUPPLIES	PARK & RECREATION
		<u>1,330.00</u>								
163847	11/13/2025		100266 MN DEPT OF LABOR & INDUSTRY							
	11/13/2025	5,521.27	OCTOBER 2025 SURCHARGE DUE		11022	OCT'25 BLDG PERMIT SRCHG1	1000.2062.01		BUILDING PERMIT SURCHARGE	GENERAL FUND BALANCE SHEET
	11/13/2025	78.00	OCTOBER 2025 SURCHARGE DUE		11023	OCT'25 BLDG PERMIT SRCHG2	1000.2062.02		BUILDING PERMIT SURCHARGE - SE	GENERAL FUND BALANCE SHEET
	11/13/2025	143.00	OCTOBER 2025 SURCHARGE DUE		11024	OCT'25 BLDG PERMIT SRCHG3	1000.2062.03		ELECTRICAL PERMIT SURCHARGE	GENERAL FUND BALANCE SHEET
	11/13/2025	128.00	OCTOBER 2025 SURCHARGE DUE		11025	OCT'25 BLDG PERMIT SRCHG4	1000.2062.04		PLUMBING PERMIT SURCHARGE	GENERAL FUND BALANCE SHEET

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163847	11/13/2025		100266 MN DEPT OF LABOR & INDUSTRY						Continued...	
	11/13/2025	10.00	OCTOBER 2025 SURCHARGE DUE		11026	OCT'25 BLDG PERMIT SRCHG5	1000.2062.05		SEWER PERMIT SURCHARGE	GENERAL FUND BALANCE SHEET
	11/13/2025	62.00	OCTOBER 2025 SURCHARGE DUE		11027	OCT'25 BLDG PERMIT SRCHG6	1000.2062.06		HVAC PERMIT SURCHARGE	GENERAL FUND BALANCE SHEET
	11/13/2025	118.85-	OCTOBER 2025 SURCHARGE DUE		11028	OCT'25 BLDG PERMIT SRCHG7	1120.4321		OTHER GENERAL GOVERNMENT CHARGE	GENERAL GOVERNMENT
		<u>5,823.42</u>								
163848	11/13/2025		100332 MN DEPT OF LABOR & INDUSTRY							
	11/13/2025	50.00	BOILERS - CITY GARAGE 145TH		11029	ABR0360779X	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	100.00	BOILER LICENSE - COMM. CTR		11030	ABR0363127X	1510.6384		MACHINERY & EQUIPMENT REPAIRS	PARK & RECREATION
	11/13/2025	25.00	BOILER LICENSE - STEEPLE CTR		11031	ABR0364125X	1510.6384	00016100	MACHINERY & EQUIPMENT REPAIRS	PARK & RECREATION
		<u>175.00</u>								
163849	11/13/2025		101168 MN OCC HEALTH - LOCKBOX 135054							
	11/13/2025	1,043.00	PRE-EMPLOYMENT SCREENINGS		11032	506322	1180.6315		PRE-EMPLOYMENT SCREENING SERV	HUMAN RESOURCES
		<u>1,043.00</u>								
163850	11/13/2025		103732 MN VALLEY TESTING LABS							
	11/13/2025	328.60	BAC-T SAMPLES		11033	1329961	6100.6310		PROFESSIONAL SERVICES	WATER UTILITY
	11/13/2025	136.80	BAC-T SAMPLES		11034	1330391	6100.6310		PROFESSIONAL SERVICES	WATER UTILITY
	11/13/2025	102.00	BAC-T SAMPLES		11035	1331462	6100.6310		PROFESSIONAL SERVICES	WATER UTILITY
		<u>567.40</u>								
163851	11/13/2025		106636 NAPA AUTO PARTS							
	11/13/2025	53.98	PARTS		11036	682516	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	61.71	SHOP SUPPLIES		11037	682703	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	359.96	PARTS		11038	683806	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	60.88	PARTS		11039	684291	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	52.30	PARTS		11040	685623	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	205.70	SUPPLIES		11041	685629	1330.6224		SHOP SUPPLIES	FLEET MAINTENANCE
	11/13/2025	49.99	PARTS		11042	686137	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	26.28	PARTS		11043	686460	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	123.48	PARTS		11044	686707	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	110.51	PARTS		11045	686961	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	49.90	PARTS		11046	687219	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	40.44	SUPPLIES		11047	687439	1330.6224		SHOP SUPPLIES	FLEET MAINTENANCE
	11/13/2025	191.20	PARTS AND SUPPLIES		11048	685319A	1330.6224		SHOP SUPPLIES	FLEET MAINTENANCE
	11/13/2025	430.01	PARTS AND SUPPLIES		11049	685319B	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	81.04-	PARTS CREDIT		11050	685962 CREDIT	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE

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163851	11/13/2025		106636 NAPA AUTO PARTS						Continued...	
						MEMO				
	11/13/2025	33.48	SUPPLIES AND PARTS		11051	687502A	1330.6224		SHOP SUPPLIES	FLEET MAINTENANCE
	11/13/2025	175.98	SUPPLIES AND PARTS		11052	687502B	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		1,944.76								
163852	11/13/2025		105744 NEOGOV							
	11/13/2025	1,071.68	NEOGOV ONBOARDING		11053	INV-148662	1180.6318		SOFTWARE FEES	HUMAN RESOURCES
		1,071.68								
163853	11/13/2025		103494 NITTI SANITATION INC							
	11/13/2025	287.00	CH DUMPSTER		11054	0000856804	1510.6374		TRASH	PARK & RECREATION
		287.00								
163854	11/13/2025		103747 NORTHERN SAFETY TECH							
	11/13/2025	133.93	PARTS		11055	60049	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	670.24	LIGHT BAR PARTS		11056	60099	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		804.17								
163855	11/13/2025		102865 NOVAK WEATHER CONSULTANTS							
	11/13/2025	249.00	WEATHER CONSULTANT		11057	1348	1320.6310		PROFESSIONAL SERVICES	STREET MAINTENANCE
		249.00								
163856	11/13/2025		106458 OMG MIDWEST, INC.							
	11/13/2025	387,675.25	CP 2025-02 - 2025 SIP		11059	2025-02 PAY APPL NO. 4	4323.6530		IMPROVEMENTS OTHER THAN BUILDI	2025-02 - 2025 STREET IMPROVEM
		387,675.25								
163857	11/13/2025		102006 PELLICCI ACE ROSEMOUNT							
	11/13/2025	13.98	VINEGAR		11060	14626/R	1340.6233		BUILDING REPAIRS SUPPLIES	GOVERNMENT BUILDINGS
	11/13/2025	14.99	UMORE CONDUIT FIX		11061	14636/R	1510.6210		OFFICE SUPPLIES	PARK & RECREATION
	11/13/2025	21.77	CONDUIT		11062	14661/R	1340.6520		BUILDING AND STRUCTURES	GOVERNMENT BUILDINGS
	11/13/2025	38.97	BULB FERT		11063	14666/R	1520.6235		LANDSCAPING SUPPLIES	PARKS MAINTENANCE
	11/13/2025	5.67	PARTS		11064	14676/R	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	11/13/2025	49.99	LANDSCAPE SUPPLIES		11065	14696 /R	1520.6235		LANDSCAPING SUPPLIES	PARKS MAINTENANCE
		145.37								
163858	11/13/2025		100488 PETERSON COMPANIES, INC							
	11/13/2025	2,000.00	REFUND HYDRANT METER DEPOSIT		11066	METER 83231410 DEP REFA	6100.2201		DEPOSITS PAYABLE	WATER UTILITY
	11/13/2025	20.31-	REFUND HYDRANT METER DEPOSIT		11067	METER 83231410	6100.4801.04		COMMERCIAL UTILITY REVENUE	WATER UTILITY

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163858	11/13/2025		100488 PETERSON COMPANIES, INC						Continued...	
	11/13/2025	1.65-	REFUND HYDRANT METER DEPOSIT		11068	DEP REFB METER 83231410	6100.2061		SALES TAX PAYABLE	WATER UTILITY
						DEP REFC				
		<u>1,978.04</u>								
163859	11/13/2025		102030 POPP, STACEY							
	11/13/2025	288.00	SENIOR YOGA CLASSES		11088	OCT'25 SR YOGA CLASSES	1510.6310	00040603	PROFESSIONAL SERVICES	PARK & RECREATION
		<u>288.00</u>								
163860	11/13/2025		106343 R & R SPECIALTIES OF WISCONSIN							
	11/13/2025	65.00	BLADE SHARPENING		11069	0091288-IN	6500.6242		MINOR EQUIPMENT	ICE ARENA
		<u>65.00</u>								
163861	11/13/2025		100196 RDO EQUIPMENT CO							
	11/13/2025	5,407.50	SKID LOADER RENTAL		11070	R3647101	1320.6394		MACHINERY RENTALS	STREET MAINTENANCE
		<u>5,407.50</u>								
163862	11/13/2025		100987 REACH MEDIA NETWORK							
	11/13/2025	1,575.00	REACH SCREEN LICENSE		11071	113694	1120.6318		SOFTWARE FEES	GENERAL GOVERNMENT
		<u>1,575.00</u>								
163863	11/13/2025		101106 RED RIVER FLAGS							
	11/13/2025	113.65	MN FLAGS (3)		11072	6691	1510.6226		OTHER OPERATING SUPPLIES	PARK & RECREATION
		<u>113.65</u>								
163864	11/13/2025		103765 RENT N SAVE PORTABLE SERVICES							
	11/13/2025	2,234.00	PORTABLE REST ROOMS		11073	85365	1510.6392		OFFICE EQUIPMENT RENTALS	PARK & RECREATION
	11/13/2025	5,030.72	SEPT. PORTABLE REST ROOMS		11074	85366	1510.6392		OFFICE EQUIPMENT RENTALS	PARK & RECREATION
		<u>7,264.72</u>								
163865	11/13/2025		100367 RES GREAT LAKES LLC							
	11/13/2025	12,456.00	NATURAL AREA SPOT SPRAYING		11075	IN56530	1520.6317		OTHER PROFESSIONAL SERVICES	PARKS MAINTENANCE
		<u>12,456.00</u>								
163866	11/13/2025		100265 RICE LAKE CONSTRUCTION GROUP							
	11/13/2025	241,473.21	WELL NO. 17		11076	WELL 17 PAY APPL NO. 3	6100.6520		BUILDING AND STRUCTURES	WATER UTILITY
		<u>241,473.21</u>								

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163867	11/13/2025		106625 ROSE MUSIC SERVICES						Continued...	
	11/13/2025	250.00	ENTERTAINMENT SENIOR LUNCHEON		11077	COR1001	1510.6310	00040603	PROFESSIONAL SERVICES	PARK & RECREATION
		250.00								
163868	11/13/2025		101406 RYAN & GORDYS GLASS INC							
	11/13/2025	125.00	WINDSHIELD LABOR AND PARTS		11078	1-26645A	1330.6384		MACHINERY & EQUIPMENT REPAIRS	FLEET MAINTENANCE
	11/13/2025	420.12	WINDSHIELD LABOR AND PARTS		11079	1-26645B	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		545.12								
163869	11/13/2025		103780 SENTRY SYSTEMS INC							
	11/13/2025	89.85	FIRE ALARM MOTORING		11080	806037	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
		89.85								
163870	11/13/2025		100194 SHI INTERNATIONAL CORP							
	11/13/2025	2,046.19	SURFACE - MALECHA		11081	B20414251	4050.6570		OFFICE EQUIP, FURNISHINGS, IT	EQUIPMENT IMPROVEMENT
		2,046.19								
163871	11/13/2025		103779 SHORT ELLIOT HENDRICKSON							
	11/13/2025	5,883.79	WELL NO. 17		11082	496079	6100.6313		ENGINEERING SERVICES	WATER UTILITY
		5,883.79								
163872	11/13/2025		106630 SMITH, ELIZABETH ROMAN							
	11/13/2025	714.15	REFUND - CREDIT ACCOUNT FINAL		10885	ACCT 420591.01	6100.2201		DEPOSITS PAYABLE	WATER UTILITY
						REFUND				
		714.15								
163873	11/13/2025		103786 SOLBERG AGGREGATE COMPANY							
	11/13/2025	7,854.32	DIRT REMOVAL AND GRAVEL		11083	31833	6300.6310		PROFESSIONAL SERVICES	STORM WATER UTILITY
		7,854.32								
163874	11/13/2025		103400 SONUS INTERIORS INC							
	11/13/2025	22,195.76	NEW PD/PW FACILITY		11084	414578 #10	4316.6520		BUILDING AND STRUCTURES	2023-08 - PD & PW BUILDING (20
		22,195.76								
163875	11/13/2025		101891 SOUTH METRO SWAT							
	11/13/2025	384.27	FORT MCCOY SWAT TRAINING		11085	2025 FT MCCOY	1210.6453		TRAINING COSTS	POLICE
						WI TRAINING				
		384.27								
163876	11/13/2025		100298 SRF CONSULTING GROUP INC							
	11/13/2025	427.74	PEDESTRIAN CROSSING STUDY		11086	17740.00-12	1320.6313		ENGINEERING SERVICES	STREET MAINTENANCE

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163876	11/13/2025		100298 SRF CONSULTING GROUP INC						Continued...	
		427.74								
163877	11/13/2025		106633 ST PAUL AREA CHAMBER							
	11/13/2025	65.00	CONFERENCE FEE		11087	2531617	1110.6453		TRAINING COSTS	LEGISLATIVE CONTROL
		65.00								
163878	11/13/2025		102259 STERICYCLE INC							
	11/13/2025	168.67	SHRED IT MONTHLY SERVICE FEE		11089	8012484945	1210.6210		OFFICE SUPPLIES	POLICE
		168.67								
163879	11/13/2025		103795 STREICHER'S							
	11/13/2025	1,915.00	VEST & CARRIER FOR G. VOSIKA		11090	11789125	1210.6144		EMPLOYEE ALLOWANCES	POLICE
	11/13/2025	1,906.00	BALLISTIC VEST FOR GRAFF		11091	11791304	1210.6144		EMPLOYEE ALLOWANCES	POLICE
		3,821.00								
163880	11/13/2025		103460 SUREFITTERS							
	11/13/2025	564.00	PARTS		11092	80283	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		564.00								
163881	11/13/2025		102093 SYMBOLARTS LLC							
	11/13/2025	2,645.50	POLICE BADGE ORDER		11093	443665	1210.6144		EMPLOYEE ALLOWANCES	POLICE
		2,645.50								
163882	11/13/2025		102424 TARGET SOLUTIONS LEARNING LLC							
	11/13/2025	185.20	5 ADDITIONAL GUARDIAN LICENSES		11094	INV127669	1210.6318		SOFTWARE FEES	POLICE
		185.20								
163883	11/13/2025		106593 TEK MECHANICAL SERVICE INC							
	11/13/2025	1,486.42	SERVICE CALL		11095	5333	6500.6233		BUILDING REPAIRS SUPPLIES	ICE ARENA
		1,486.42								
163884	11/13/2025		106623 THE GUARD ALLIANCE INC							
	11/13/2025	3,201.75	FIRE WATCH AT RCC		11096	INV-005502	4000.6310		PROFESSIONAL SERVICES	BUILDING IMPROVEMENT
		3,201.75								
163885	11/13/2025		101105 THINK DIGITAL SIGNS							
	11/13/2025	1,525.00	REPAIR OF SC READER BOARD		11097	1818	1510.6310	00016100	PROFESSIONAL SERVICES	PARK & RECREATION
	11/13/2025	3,247.50	9" CHANNEL LETTER SIGNAGE		11098	1821	4000.6520		BUILDING AND STRUCTURES	BUILDING IMPROVEMENT
		4,772.50								

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163886	11/13/2025		100808 THIS LITTLE PIGGY CATERING						Continued...	
	11/13/2025	475.00	C6393 BANQUET HALL REFUND		11099	97486219	1000.2204		P&R - REFUND CLEARING	GENERAL FUND BALANCE SHEET
		475.00								
163887	11/13/2025		106114 THOMPSON, CHRISTINE M							
	11/13/2025	110.00	SENIOR PAINTING CLASS		10833	BIRCH TREE RESIST CLASS	1510.6310	00040603	PROFESSIONAL SERVICES	PARK & RECREATION
		110.00								
163888	11/13/2025		102577 TIMBERCREST LLC							
	11/13/2025	2,000.00	13469 BRONZE PWY ASBUILT REFUN		11100	2021-01575	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
	11/13/2025	2,000.00	13449 BRONZE PKY ASBUILT REFUN		11101	2021-01576	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
	11/13/2025	2,000.00	13459 BRONZE PKY ASBUILT REFUN		11102	2021-01577	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
	11/13/2025	2,000.00	13479 BRONZE PWY ASBUILT REFUN		11103	2021-01578	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
	11/13/2025	2,000.00	13509 BRONZE PWY ASBUILT REFUN		11104	2021-01580	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
		10,000.00								
163889	11/13/2025		103293 TWIN CITY HARDWARE							
	11/13/2025	28,369.93	NEW PD/PW FACILITY PYMT 15		11105	BP2 WS 08-A PYMT 15A	4316.6520		BUILDING AND STRUCTURES	2023-08 - PD & PW BUILDING (20
	11/13/2025	6,304.60	NEW PD/PW FACILITY PYMT 15		11106	BP2 WS 08-A PYMT 15B	4316.2041		CONTRACTS PAYABLE	2023-08 - PD & PW BUILDING (20
		34,674.53								
163890	11/13/2025		103817 UNLIMITED SUPPLIES INC							
	11/13/2025	252.75	SHOP SUPPLIES		11107	503469	1330.6224		SHOP SUPPLIES	FLEET MAINTENANCE
		252.75								
163891	11/13/2025		100191 VALLEY RICH CO INC							
	11/13/2025	13,035.50	CATCH BASIN REPAIR		11108	34793	6300.6382		STRUCTURE REPAIRS AND MAINTENA	STORM WATER UTILITY
		13,035.50								
163892	11/13/2025		103824 VERIZON WIRELESS							
	11/13/2025	40.01	CELLULAR SERVICE 10/23/25		11109	6126755650A	1240.6321		TELEPHONE	BUILDING INSPECTIONS
	11/13/2025	120.03	CELLULAR SERVICE 10/23/25		11110	6126755650B	1510.6321		TELEPHONE	PARK & RECREATION
	11/13/2025	80.02	CELLULAR SERVICE 10/23/25		11111	6126755650C	1520.6321		TELEPHONE	PARKS MAINTENANCE
	11/13/2025	13.34	CELLULAR SERVICE 10/23/25		11112	6126755650D	6100.6321		TELEPHONE	WATER UTILITY
	11/13/2025	13.34	CELLULAR SERVICE 10/23/25		11113	6126755650E	6200.6321		TELEPHONE	SEWER UTILITY
	11/13/2025	13.33	CELLULAR SERVICE 10/23/25		11114	6126755650F	6300.6321		TELEPHONE	STORM WATER UTILITY
	11/13/2025	13.07	BACKUP SCADA DIALER		11115	6126755651A	6100.6321		TELEPHONE	WATER UTILITY
	11/13/2025	13.07	BACKUP SCADA DIALER		11116	6126755651B	6200.6321		TELEPHONE	SEWER UTILITY

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163892	11/13/2025		103824 VERIZON WIRELESS						Continued...	
	11/13/2025	13.07	BACKUP SCADA DIALER		11117	6126755651C	6300.6321		TELEPHONE	STORM WATER UTILITY
		319.28								
163893	11/13/2025		102490 WARSAW SOLAR, LLC							
	11/13/2025	6,124.66	SEP'25 SOLAR SUBSCRIPTION		11118	2510-6994F A	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
	11/13/2025	653.34	SEP'25 SOLAR SUBSCRIPTION		11119	2510-6994F B	6100.6371	W110	ELECTRIC	WATER UTILITY
	11/13/2025	9,706.89	SEP'25 SOLAR SUBSCRIPTION		11120	2510-6994F C	6500.6371		ELECTRIC	ICE ARENA
	11/13/2025	2,987.34	SEP'25 SOLAR SUBSCRIPTION		11121	2510-6994F D	6100.6371	W112	ELECTRIC	WATER UTILITY
	11/13/2025	579.70	SEP'25 SOLAR SUBSCRIPTION		11122	2510-6994F E	6100.6371	W107	ELECTRIC	WATER UTILITY
	11/13/2025	248.14	SEP'25 SOLAR SUBSCRIPTION		11123	2510-6994F F	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
		20,300.07								
163894	11/13/2025		103375 WRIGHT-HENNEPIN COOP ELECTRIC							
	11/13/2025	27.95	NOV FIRE PANEL MONITORING		11125	35032564451	1510.6384	00016100	MACHINERY & EQUIPMENT REPAIRS	PARK & RECREATION
		27.95								
163898	11/13/2025		103832 WSB AND ASSOCIATES INC							
	11/13/2025	3,000.00	SWAMP SUBSCRIPTION		11126	R-010738-000-9	6300.6451		DUES AND SUBSCRIPTIONS	STORM WATER UTILITY
	11/13/2025	720.00	DOOLIN HEIGHTS		11127	R-016720-000-34	4620.6313		ENGINEERING SERVICES	2020-17 - DOOLIN HEIGHTS
	11/13/2025	137.00	ARDAN PLACE		11128	R-016934-000-37	1310.6313		ENGINEERING SERVICES	ENGINEERING
	11/13/2025	582.25	EMERALD ISLE 2ND ADDITION		11129	R-017499-000-48	4624.6313		ENGINEERING SERVICES	2021-05 - EMERALD ISLE 2ND
	11/13/2025	186.00	AMBER FIELDS		11130	R-017748-000-38	4607.6313		ENGINEERING SERVICES	2018-21 - AMBER FIELDS
	11/13/2025	990.00	DUNMORE 3RD ADDITION		11131	R-017930-000-47	4626.6313		ENGINEERING SERVICES	2021-07 - DUNMORE 3RD
	11/13/2025	239.75	RICH VALLEY 1ST ADDITION		11132	R-019220-000-36	4630.6313		ENGINEERING SERVICES	2021-12 - RICH VALLEY 1ST
	11/13/2025	582.25	EMERALD ISLE 3RD ADDITION		11133	R-019708-000-38	4633.6313		ENGINEERING SERVICES	2022-07 - EMERALD ISLE 3RD
	11/13/2025	548.00	BRAY HILL		11134	R-019959-000-17	4634.6313		ENGINEERING SERVICES	2022-08 - BRAY HILL
	11/13/2025	799.00	ROSEWOOD CROSSING 2ND ADDITION		11135	R-019979-000-26	4628.6313		ENGINEERING SERVICES	2021-09 - ROSEWOOD CROSSING 2N
	11/13/2025	970.25	AMBER FIELDS 2ND ADDITION		11136	R-020079-000-38	4635.6313		ENGINEERING SERVICES	2022-09 - AMBER FIELDS 2ND (OU
	11/13/2025	582.25	AMBER FIELDS 4TH ADDITION		11137	R-020570-000-37	4640.6313		ENGINEERING SERVICES	2022-17 - AMBER FIELDS 4TH
			A							
	11/13/2025	582.25	AMBER FIELDS 9TH ADDITION		11138	R-020570-000-37	4653.6313		ENGINEERING SERVICES	2023-10 - AMBER FIELDS 9TH
			B							
	11/13/2025	582.25	AMBER FIELDS 5TH ADDITION		11139	R-020605-000-37	4641.6313		ENGINEERING SERVICES	2022-18 - AMBER FIELDS 5TH
			A							
	11/13/2025	582.25	AMBER FIELDS 10TH ADDITION		11140	R-020605-000-37	4654.6313		ENGINEERING SERVICES	2023-11 - AMBER FIELDS 10TH
			B							
	11/13/2025	137.00	LIFE TIME		11141	R-020822-000-28	4312.6313		ENGINEERING SERVICES	2022-23 - LIFETIME CLUB
	11/13/2025	548.00	AUTUMN TERRACE		11142	R-021037-000-27	4647.6313		ENGINEERING SERVICES	2022-26 - AUTUMN TERRACE
	11/13/2025	720.00	SCHAFER RICHARDSON APTS		11143	R-021280-000-26	4648.6313		ENGINEERING SERVICES	2022-27 - SHAFER RICHARDSON AP
	11/13/2025	113.00	2023 SIP		11144	R-021997-000-25	4314.6313		ENGINEERING SERVICES	2023-04 - 2023 PAVEMENT MGMT

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10/31/2025 -- 11/13/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
163898	11/13/2025		103832 WSB AND ASSOCIATES INC						Continued...	
	11/13/2025	90.00	PW/PD CAMPUS PROJECT		11145	R-023065-000-22	4316.6313		ENGINEERING SERVICES	2023-08 - PD & PW BUILDING (20
	11/13/2025	502.00	TALAMORE PARK DESIGN		11146	R-023270-000-23	4100.6530	PTALAM	IMPROVEMENTS OTHER THAN BUILDI	PARK IMPROVEMENT
	11/13/2025	548.00	ARDAN PLACE 2ND ADD. ESC		11147	R-023278-000-21	1310.6313		ENGINEERING SERVICES	ENGINEERING
	11/13/2025	548.00	ARDAN PLACE 2ND ADDITION		11148	R-023278-000-22	1310.6310		PROFESSIONAL SERVICES	ENGINEERING
	11/13/2025	137.00	FLINT HILLS TRAIL DESIGN		11149	R-023450-000-25	4100.6530	PFLINT	IMPROVEMENTS OTHER THAN BUILDI	PARK IMPROVEMENT
	11/13/2025	616.50	AMBER FIELDS 13TH ADDITION		11150	R-023542-000-21	4658.6313		ENGINEERING SERVICES	2023-19 - AMBER FIELDS 13TH
	11/13/2025	616.50	AMBER FIELDS 11TH ADDITION		11151	R-023763-000-18	4656.6313		ENGINEERING SERVICES	2023-17 - AMBER FIELDS 11TH
	11/13/2025	582.25	AMBER FIELDS 12TH ADDITION		11152	R-023764-000-22	4657.6313		ENGINEERING SERVICES	2023-18 - AMBER FIELDS 12TH
	11/13/2025	2,108.00	PROJECT BIGFOOT		11153	R-023927-000-22	4643.6313		ENGINEERING SERVICES	2022-21 - PROJECT BIGFOOT
	11/13/2025	2,874.25	PROJECT BIGFOOT		11154	R-023927-000-23	4643.6313		ENGINEERING SERVICES	2022-21 - PROJECT BIGFOOT
	11/13/2025	738.00	TALAMORE 4TH ADDITION		11155	R-023997-000-22	4659.6313		ENGINEERING SERVICES	2023-21 - TALAMORE 4TH
	11/13/2025	548.00	AMBER FIELDS 14TH ADDITION		11156	R-024359-000-17	4660.6313		ENGINEERING SERVICES	2024-04 - AMBER FIELDS 14TH (O
	11/13/2025	720.00	ISD 196 ELEMENTARY SCHOOL		11157	R-024361-000-19	4319.6313		ENGINEERING SERVICES	2024-03 - BONAIRE/AKRON ELEMEN
	11/13/2025	630.00	ISD 196 NEW ELEMENTARY SCHOOL		11158	R-024361-000-20	4319.6313		ENGINEERING SERVICES	2024-03 - BONAIRE/AKRON ELEMEN
	11/13/2025	1,897.50	SPECTRO BILLETT EXPANSION SWMP		11159	R-024362-000-19	4638.6313		ENGINEERING SERVICES	2022-13 - SPECTRO ALLOYS
	11/13/2025	685.00	AMBER FIELDS 17TH ADDITION		11160	R-024933-000-17	4663.6313		ENGINEERING SERVICES	2024-09 - AMBER FIELDS 17TH (O
	11/13/2025	900.00	AMBER FIELDS 18TH ADDITION		11161	R-025320-000-17	4665.6313		ENGINEERING SERVICES	2024-11 - AMBER FIELDS 18TH
	11/13/2025	376.50	ROSEWOOD COMMONS 3RD ADDITION		11162	R-025369-000-5	4669.6313		ENGINEERING SERVICES	2024-17 - ROSEWOOD COMMONS 3RD
	11/13/2025	137.00	O2B CHILDCARE		11163	R-025601-000-15	1310.6313		ENGINEERING SERVICES	ENGINEERING
	11/13/2025	548.00	MY CREDIT UNION		11164	R-025816-000-12	1310.6313		ENGINEERING SERVICES	ENGINEERING
	11/13/2025	3,310.50	2024-25 MS4 & MONITORING PROG		11165	R-025921-000-17	6300.6313		ENGINEERING SERVICES	STORM WATER UTILITY
	11/13/2025	548.00	ISD 196 NEW MIDDLE SCHOOL		11166	R-026152-000-13	4664.6313		ENGINEERING SERVICES	2024-10 - ROSEMOUNT MIDDLE SCH
	11/13/2025	796.00	ISD 196 NEW MIDDLE SCHOOL		11167	R-026152-000-14	4664.6313		ENGINEERING SERVICES	2024-10 - ROSEMOUNT MIDDLE SCH
	11/13/2025	548.00	AMEBR FIELDS 20TH ADDITION		11168	R-026173-000-11	4671.6313		ENGINEERING SERVICES	2024-19 - AMBER FIELDS 20TH
	11/13/2025	2,382.00	AMBER FIELDS 21ST ADDITION		11169	R-026444-000-11	4680.6313		ENGINEERING SERVICES	2024-27 - AMBER FIELDS 21ST AD
	11/13/2025	334.00	2025 WCA SERVICES		11170	R-026768-000-3	4673.6313		ENGINEERING SERVICES	2024-24 - PROJECT FALCON
	11/13/2025	250.50	2025 WCA SERVICES		11171	R-026768-000-4A	6300.6313		ENGINEERING SERVICES	STORM WATER UTILITY
	11/13/2025	167.00	2025 WCA SERVICES		11172	R-026768-000-4B	1310.6313		ENGINEERING SERVICES	ENGINEERING
	11/13/2025	835.00	2025 WCA SERVICES		11173	R-026768-000-4C	4673.6313		ENGINEERING SERVICES	2024-24 - PROJECT FALCON
	11/13/2025	3,960.25	2025 GENERAL STORMWATER		11174	R-026820-000-7	6300.6313		ENGINEERING SERVICES	STORM WATER UTILITY
	11/13/2025	1,140.25	AMBER FIELDS COMM/PUBLIC RD		11175	R-026910-000-11	4677.6313		ENGINEERING SERVICES	2025-03 - AMBER FIELDS COMM RD
	11/13/2025	5,838.00	METRONET FIBER PROJECT		11176	R-026911-000-9	1310.6313		ENGINEERING SERVICES	ENGINEERING
	11/13/2025	1,053.75	KDP WAREHOUSE		11177	R-027246-000-6	1310.6313		ENGINEERING SERVICES	ENGINEERING
	11/13/2025	1,472.00	AKRON RIDGE		11178	R-027331-000-9	4682.6313		ENGINEERING SERVICES	2024-33 - AKRON RIDGE
	11/13/2025	13,858.00	SKB EMERALD HILL PATH		11179	R-027360-000-8	4646.6313		ENGINEERING SERVICES	2022-25 - SKB EXPANSION
	11/13/2025	17,034.00	2025 ASST. CITY ENGINEER SERV.		11180	R-027450-000-9	1310.6313		ENGINEERING SERVICES	ENGINEERING
	11/13/2025	1,989.00	PROJECT FALCON		11181	R-027776-000-4	4673.6313		ENGINEERING SERVICES	2024-24 - PROJECT FALCON
	11/13/2025	2,078.00	PROJECT FALCON		11182	R-027776-000-5	4673.6313		ENGINEERING SERVICES	2024-24 - PROJECT FALCON
	11/13/2025	13,981.75	BLOOMFIELD TENNIS COURT IMPR.		11183	R-027966-000-8	4100.6312	PBLOOM	ARCHITECT SERVICES	PARK IMPROVEMENT

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10/31/2025 -- 11/13/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
163898	11/13/2025		103832 WSB AND ASSOCIATES INC						Continued...	
	11/13/2025	548.00	OMNI PHASE II		11184	R-028071-000-7	4637.6313		ENGINEERING SERVICES	2022-12 - OMNI BREWING
	11/13/2025	2,243.25	SONNY'S CARWASH		11185	R-028948-000-6	1310.6313		ENGINEERING SERVICES	ENGINEERING
	11/13/2025	2,388.00	GIGAPOWER FIBER PROJECT		11186	R-030563-000-5	1310.6313		ENGINEERING SERVICES	ENGINEERING
	11/13/2025	220.50	ASPEN FIELDS		11187	R-030704-000-3	4683.6313		ENGINEERING SERVICES	2025-12 - ASPEN FIELDS
	11/13/2025	2,323.50	CORMORANT POND		11188	R-031465-000-2	6300.6313		ENGINEERING SERVICES	STORM WATER UTILITY
	11/13/2025	1,916.50	2025 BRIDGE SAFETY INSPECTIONS		11189	R-031852-000-1	1310.6313		ENGINEERING SERVICES	ENGINEERING
		109,619.75								
163899	11/13/2025		103833 XCEL ENERGY							
	11/13/2025	2,156.17	NON-METERED STREET LIGHTS		11190	51-6870492-3 10-25	6400.6371		ELECTRIC	STREET LIGHT UTILITY
	11/13/2025	11,169.99	NON-METERED STREET LIGHTS		11191	51-6870492-3 11/25	6400.6371		ELECTRIC	STREET LIGHT UTILITY
		13,326.16								
163900	11/13/2025		106634 XCEL ENERGY EUC							
	11/13/2025	2,000.00	REFUND HDYRANT METER DEPOSIT		11192	METER 82436275 DEP REFA	6100.2201		DEPOSITS PAYABLE	WATER UTILITY
	11/13/2025	20.55-	REFUND HDYRANT METER DEPOSIT		11193	METER 82436275 DEP REFB	6100.4801.04		COMMERCIAL UTILITY REVENUE	WATER UTILITY
	11/13/2025	1.67-	REFUND HDYRANT METER DEPOSIT		11194	METER 82436275 DEP REFC	6100.2061		SALES TAX PAYABLE	WATER UTILITY
		1,977.78								
163901	11/13/2025		100775 YALE MECHANICAL LLC							
	11/13/2025	9,658.21	QUARTERLY PM		11195	275511	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	274.50	QUARTELY PM		11196	276728	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	1,001.81	FS2 PM		11197	276735	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	597.06	CENTRAL PARK PM		11198	276767	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	587.37	QUARTERLY PM		11199	276791	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	3,012.53	REPAIR OF RTU1 AT CITY HALL		11200	277340	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	109.50	JAYCEE PM		11201	277690	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	11/13/2025	357.00	HEATING HVAC MAINTENANCE		11202	277783	6100.6310		PROFESSIONAL SERVICES	WATER UTILITY
	11/13/2025	522.00	HEATING HVAC MAINTENANCE		11203	277786	6100.6310		PROFESSIONAL SERVICES	WATER UTILITY
	11/13/2025	357.00	HEATING HVAC MAINTENANCE		11204	277787	6100.6310		PROFESSIONAL SERVICES	WATER UTILITY
	11/13/2025	357.00	HEATING HVAC MAINTENANCE		11205	277788	6100.6310		PROFESSIONAL SERVICES	WATER UTILITY
	11/13/2025	357.00	HEATING HVAC MAINTENANCE		11206	277792	6100.6384	W109	MACHINERY & EQUIPMENT REPAIRS	WATER UTILITY
	11/13/2025	342.00	HEATING HVAC MAINTENANCE		11207	277793	6100.6384		MACHINERY & EQUIPMENT REPAIRS	WATER UTILITY
	11/13/2025	357.00	HEATING HVAC MAINTENANCE		11208	277794	6100.6310		PROFESSIONAL SERVICES	WATER UTILITY
	11/13/2025	583.68	PMS		11209	276766A	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
163901	11/13/2025		100775 YALE MECHANICAL LLC						Continued...	
	11/13/2025	109.50	PMS		11210	276767A	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
		18,583.16								
25103101	10/31/2025		103031 BPAS-BENEFIT PLANS ADMIN SRVS							
	10/30/2025	45.00			10558	1029251134565	7020.2133.06		VEBA CONTRIBUTIONS	PAYROLL FUND
		45.00								
25103102	10/31/2025		103710 MN CHILD SUPPORT							
	10/30/2025	132.90			10561	1029251134568	7020.2136.01		CHILD SUPPORT	PAYROLL FUND
		132.90								
25103103	10/31/2025		103741 NATIONWIDE RETIREMENT SOL							
	10/30/2025	6,405.88			10562	1029251134569	7020.2134.03		DEFERRED COMPENSATION - NATION	PAYROLL FUND
		6,405.88								
25103104	10/31/2025		103032 WEX HEALTH INC							
	10/30/2025	3,535.10			10559	1029251134566	7020.2133.05		HSA CONTRIBUTIONS	PAYROLL FUND
		3,535.10								
25103105	10/31/2025		100447 MN STATE RETIREMENT SYSTEM							
	10/30/2025	16,980.80			10557	1029251134564	7020.2134.02		DEFERRED COMPENSATION - MSRS	PAYROLL FUND
		16,980.80								
25103106	10/31/2025		103741 NATIONWIDE RETIREMENT SOL							
	10/30/2025	6,405.88			10562	1029251134569	7020.2134.03		DEFERRED COMPENSATION - NATION	PAYROLL FUND
		6,405.88								
25103107	10/31/2025		100447 MN STATE RETIREMENT SYSTEM							
	10/30/2025	16,980.80			10557	1029251134564	7020.2134.02		DEFERRED COMPENSATION - MSRS	PAYROLL FUND
		16,980.80								
25103108	10/31/2025		100002 MN DEPT OF REVENUE							
	10/30/2025	22,089.93			10556	1029251134563	7020.2131.03		STATE WITHHOLDING	PAYROLL FUND
		22,089.93								
		<u>1,599,800.47</u>	Grand Total							

Payment Instrument Totals

Checks	1,527,224.18
EFT Payments	<u>72,576.29</u>
Total Payments	1,599,800.47

**ROSEMOUNT CITY COUNCIL
REGULAR MEETING PROCEEDINGS
NOVEMBER 3, 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 Monday, November 3, 2025, at 7:00 PM. in Rosemount Council Chambers, 2875 145th Street West.

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

APPROVAL OF AGENDA

Motion by Weisensel Second by Theisen

Motion to approve agenda

Ayes: 4.

Nays: None. Motion Carried.

PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS

a. Crash Responder Safety Week Proclamation

City Administrator Martin noted Crash Responder Safety Week is observed November 17–21, 2025, which serves as a national initiative to raise awareness about the vital role traffic incident responders play in protecting lives and maintaining roadway safety.

City Councilmembers read the proclamation.

RESPONSE TO PUBLIC COMMENT

None.

PUBLIC COMMENT

Mike McDevitt

2900 125th Court West

Mr. McDevitt stated he is in favor of paving a section of Dodd Blvd near his property and noted he is working with staff and engineering to work through this process of trying to get the road paved.

CONSENT AGENDA

Motion by Klimpel Second by Theisen

Motion to approve consent agenda

Ayes: 4.

Nays: None. Motion Carried.

a. Bill Listings

- b. Minutes of the October 21, 2025 Regular Meeting Minutes
- c. Donation Acceptance - Police Department
- d. Declare Surplus Property - Police Department
- e. Declare Surplus Property - Public Works Department
- f. Body Worn Camera Biennial Audit
- g. Partial Acceptance of Public Improvements - Audrey Avenue
- h. Resolution of Support - Dakota County CIP

PUBLIC HEARINGS

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

ANNOUNCEMENTS

- a. City Staff Updates

None.

- b. Upcoming Community Calendar

Mayor Weisensel reviewed the calendar of events and upcoming meetings.

ADJOURNMENT

There being no further business to come before the City Council at the regular council meeting and upon a motion by Weisensel and a second by Klimpel the meeting was adjourned at 7:08 p.m.

Respectfully submitted,

Erin Fasbender
City Clerk

**ROSEMOUNT CITY COUNCIL
WORK SESSION PROCEEDINGS
NOVEMBER 3, 2025**

CALL TO ORDER

Pursuant to due call and notice thereof, a work session of the Rosemount City Council was held on Monday, November 3, 2025, at 5:00 PM. in Rosemount Council Chambers, 2875 145th Street West.

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

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. Fire Staffing Update

Citygate Associates were present virtually to discuss the status of the fire staffing update, noting the goal of the fire service deployment is to deliver desired outcomes. Citygate questioned what are the council members needs when planning fire services in a growing community and are there public and or business sector fire service issues the study should be aware of?

Citygate further discussed Minnesota's status on ambulance services and the pressures it is putting on communities. Chief Springer stated the department's goal is to get everyone in the department at an EMT level to address some of these pressures.

Councilmember Freske suggested providing a roadmap that is layered to show the potential finances of the department and the different levels of cost for staffing.

Chief Springer also noted the strong group of motivated firefighters on the department but noted the request in the budget for 2026 for an administrative firefighter to assist with the daytime responses as the department has lost a few veteran members.

Mayor Weisensel also questioned how much a Fire Station should handle in terms of population? And questioned if there is a metric that is reviewed? Citygate stated a population may not be the trigger, but the level of service should be comparable to other cities.

Citygate will continue to analyze data and provide results on the next steps at a later date.

b. Review Capital Improvement Plan

City Administrator Martin noted the struggle to continue to fund the Capital Improvement Plan requests each year as Rosemount continues to grow. Mr. Martin noted Central Park expansion and future ice plans will be discussed at a future strategic goal planning session.

City Administrator Martin highlighted the top items for 2026 and noted the number of items that had to be pushed to a later year.

c. Update on 2026 Budget

City Administrator Martin stated the progress with the 2026 budget, noting the utility rates will be discussed in December, the union negotiation statuses and residents will begin to start getting their truth and taxation statements in the mail.

City Council will take final action on the 2026 budget in December.

UPDATES

a. Staff Reports

Public Works

Public Works Director Egger noted the latest status on the requests for several property owners that are requesting to pave Dodd Blvd near Wilde Lake Estates.

Community Development

Community Development Director Kienberger provided an update that Project Falcon has been approved for its funding for the project.

Parks and Recreation

Parks and Recreation Director Schultz noted a draft lease would be on the agenda for Council's approval on November 18th and construction for the dome would be after this winter.

ADJOURNMENT

There being no further business to come before the City Council at the regular council meeting and upon a motion by Weisensel the meeting was adjourned at 6:51 p.m.

Respectfully submitted,

Erin Fasbender
City Clerk

City Council Regular Meeting: November 18, 2025

AGENDA ITEM: Update to Voting Precinct Boundaries	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Erin Fasbender, City Clerk	AGENDA NO. 6.d.
ATTACHMENTS: Map, Resolution	APPROVED BY: LJM
RECOMMENDED ACTION: Staff is recommending that the City Council approve the resolution as attached	

BACKGROUND

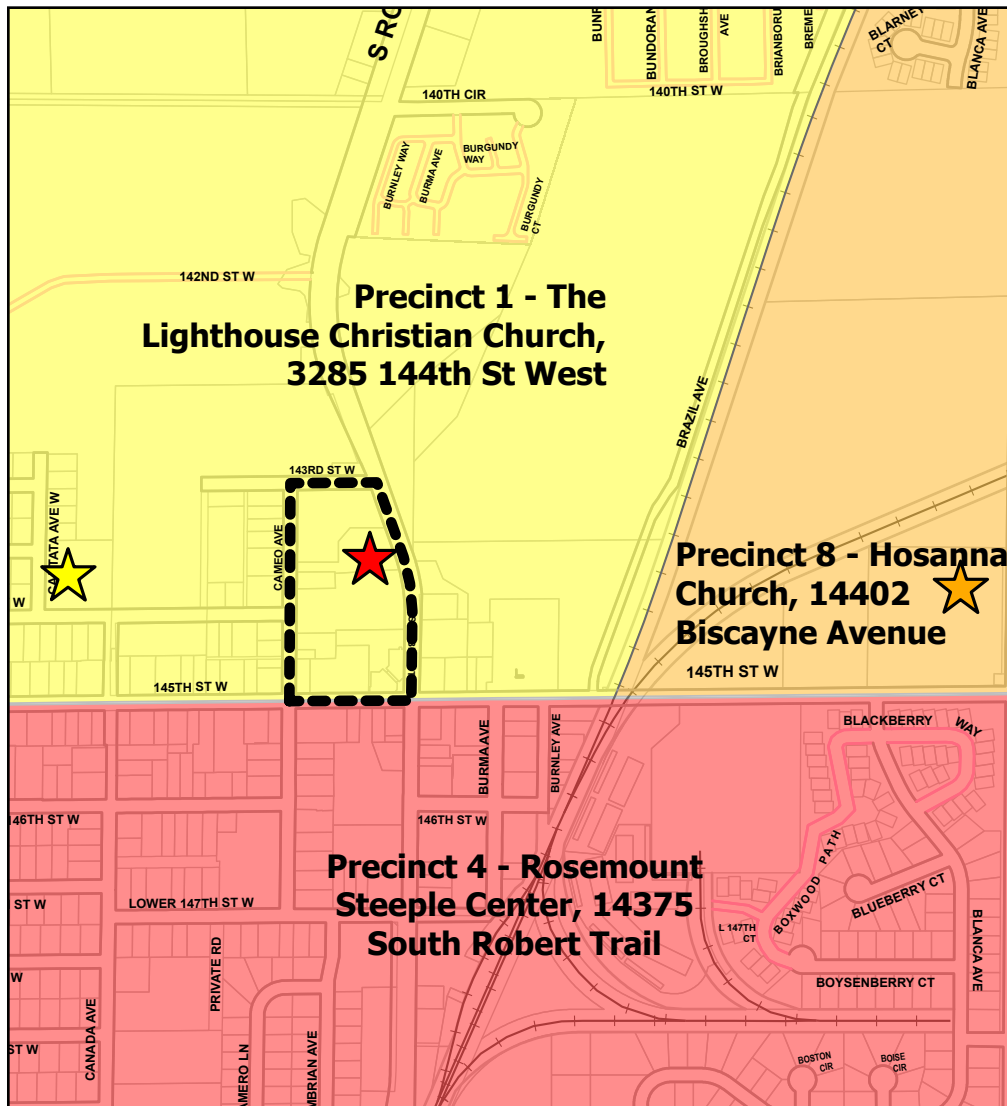
Following recent voter registration updates and voter feedback, staff proposes adjusting the boundary lines of Precincts 1 and 4. For the past several election cycles, residents and staff at The Rosemount Senior Living at Steeple Center expressed their concern about having to vote at the Rosemount Community Center (Precinct 1) versus voting at The Steeple Center (Precinct 4) which is easily accessible for The Rosemount residents. By making this adjustment in boundary lines, this will improve voter accessibility for these voters.

In accordance with state laws precinct boundaries must be reviewed and adjusted to maintain equitable representation and efficient election administration. Upon review of the proposed changes with county election officials, we see no issue with adjusting the boundary lines as both precincts are in the same districts so their elected officials are the same, only their polling place would change with this adjustment. A detailed map of the proposed boundary adjustments is attached for review.

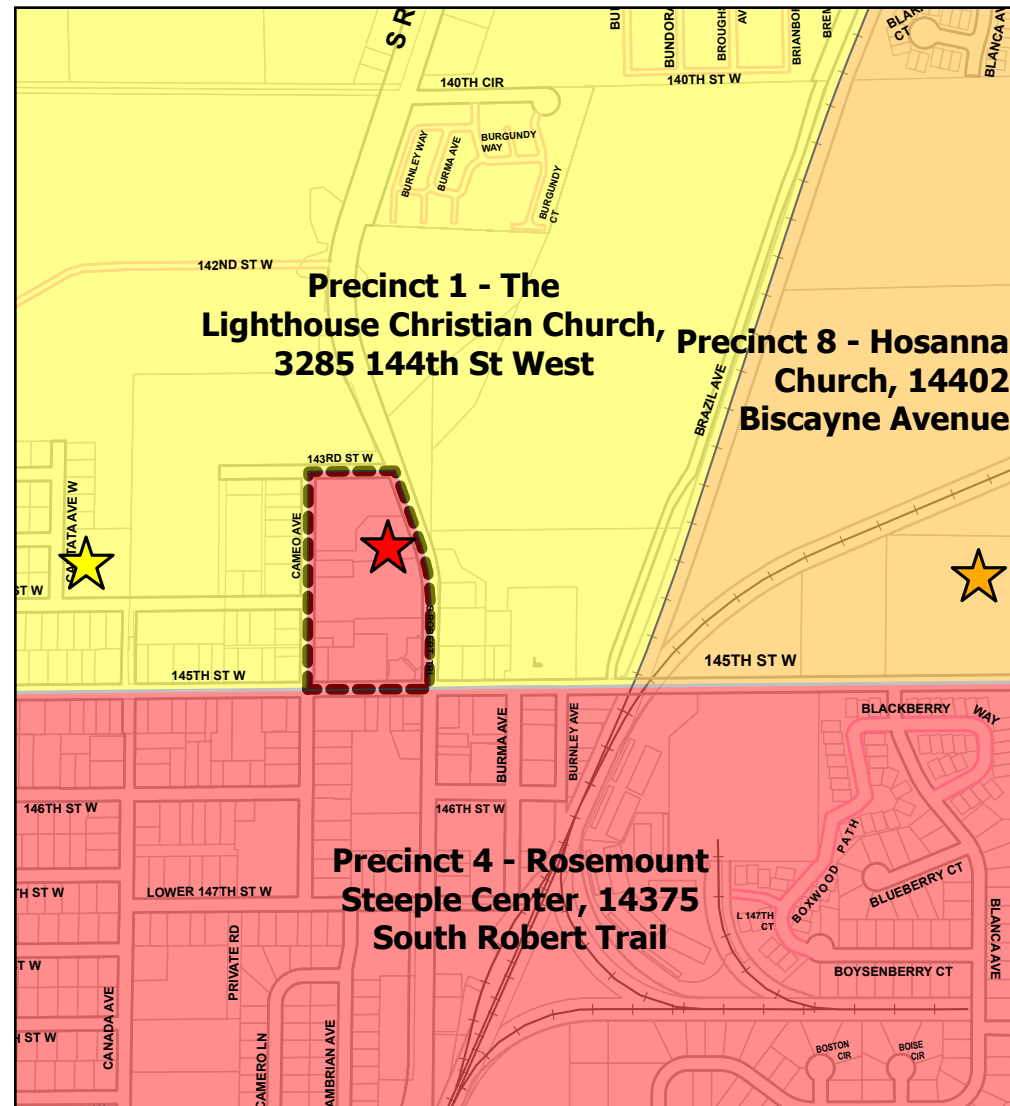
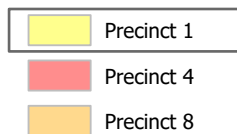
If approved, the changes will be submitted to the County Election Office and incorporated into the voter registration system. Voters affected by the changes will be notified by mail and through public outreach campaigns at least 60 days prior to the next scheduled election and staff will include the change in a future newsletter as well.

RECOMMENDATION

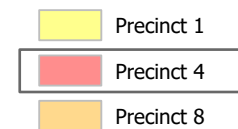
Staff recommends that the City Council approve the proposed precinct boundary adjustments and authorize the City Clerk to submit the updated maps and documentation to the County Election Office.

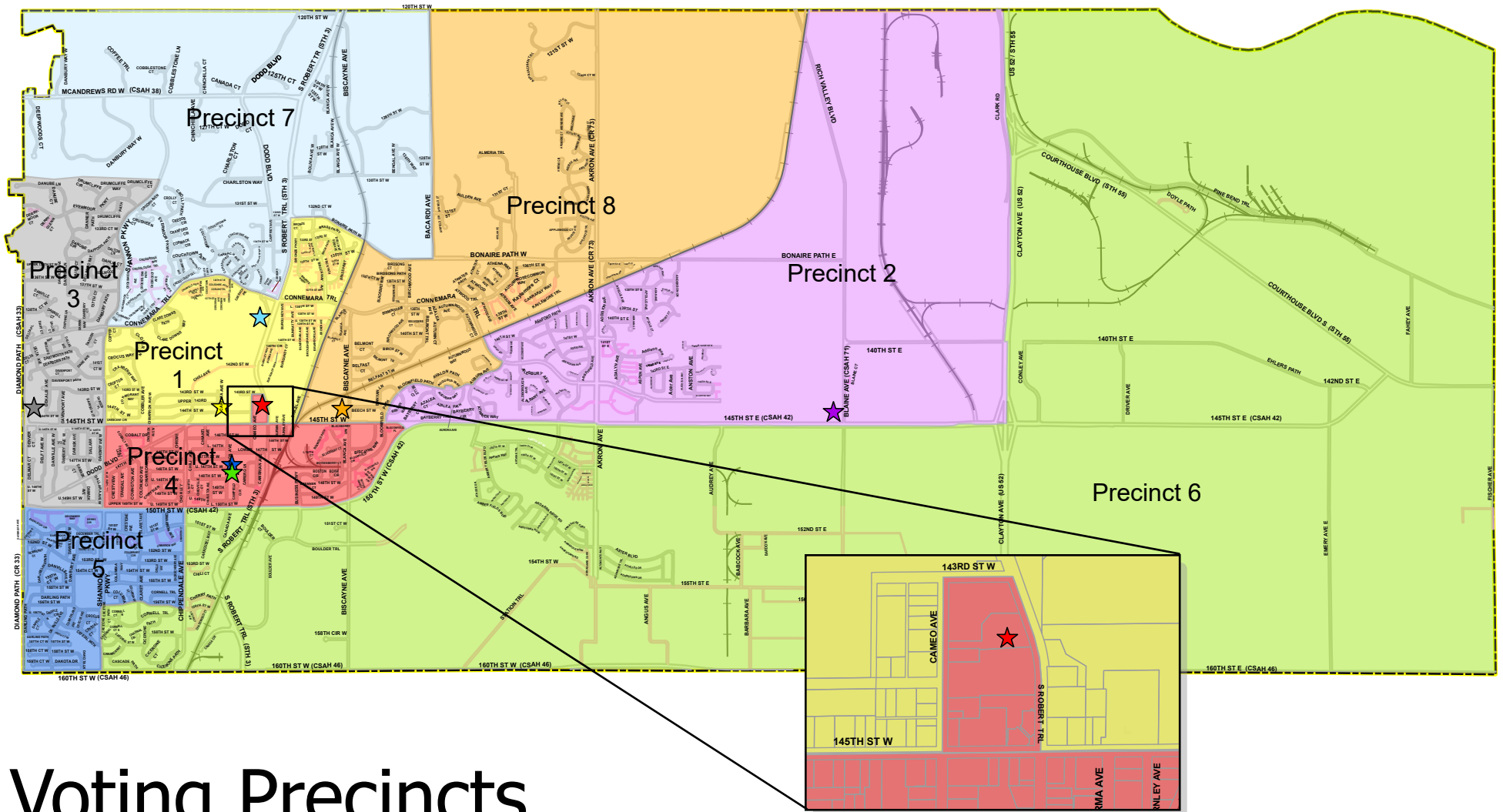


Current Precinct



Proposed Precinct





Voting Precincts Proposed - 2025

- ★ Precinct 1 - Rosemount Community Center
- ★ Precinct 2 - St. John's Lutheran Church
- ★ Precinct 3 - First Baptist Church
- ★ Precinct 4 - Rosemount Steeple Center
- ★ Precinct 5 - The Well A United Methodist Church
- ★ Precinct 6 - The Well A United Methodist Church
- ★ Precinct 7 - Rosemount Community Center
- ★ Precinct 8 - Hosanna Church



**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2025 – XX

A RESOLUTION FOR ADJUSTING PRECINCT 1 & 4 BOUNDARY LINES

WHEREAS, the boundaries of the following precincts are hereby modified as described in Exhibit A attached; and

WHEREAS, these changes shall take effect immediately upon adoption and shall be submitted to the County Auditor and the Office of the Minnesota Secretary of State in accordance with Minnesota Statutes § 204B.14; and

WHEREAS, the affected voters of the boundary changes will be notified no later than 60 days prior to the next scheduled election, as required by law; and

WHEREAS, a copy of this resolution, shall be filed with the County Auditor and notice of this change shall be posted on the website and City office; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEMOUNT, MINNESOTA the City of Rosemount hereby approves the proposed precinct boundary lines as proposed in Exhibit A.

ADOPTED this 18th day of November, 2025.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

City Council Regular Meeting: November 18, 2025

AGENDA ITEM: Irish Dome Lease Extension	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Dan Schultz, Parks & Recreation Director	AGENDA NO. 6.e.
ATTACHMENTS: Dome Location, Irish Dome Lease Extension, Irish Dome and ISD 196 Agreement	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to recommend the City Council approve the fifteen-year lease extension agreement with the Irish Sports Dome, Independent School District 196 and the City of Rosemount.	

BACKGROUND

The Irish Sports Dome is a privately owned and operated recreation facility that is located on Independent School District 196 property. The original lease between the Dome owners and the School District was agreed to in 2004 (attached). The City is party to this lease due to a Department of Natural Resources ruling that stated because the original LAWCON (Land and Water Conservation) grant was awarded as a joint project to the City and School District, the City would need to be included in the lease.

The City has access and maintenance agreements with the Dome owners to allow access to the facility through Schwarz Pond Park and the Rosemount Community Center site. The Dome owners also pay for a portion of the maintenance costs for the driveways that they use.

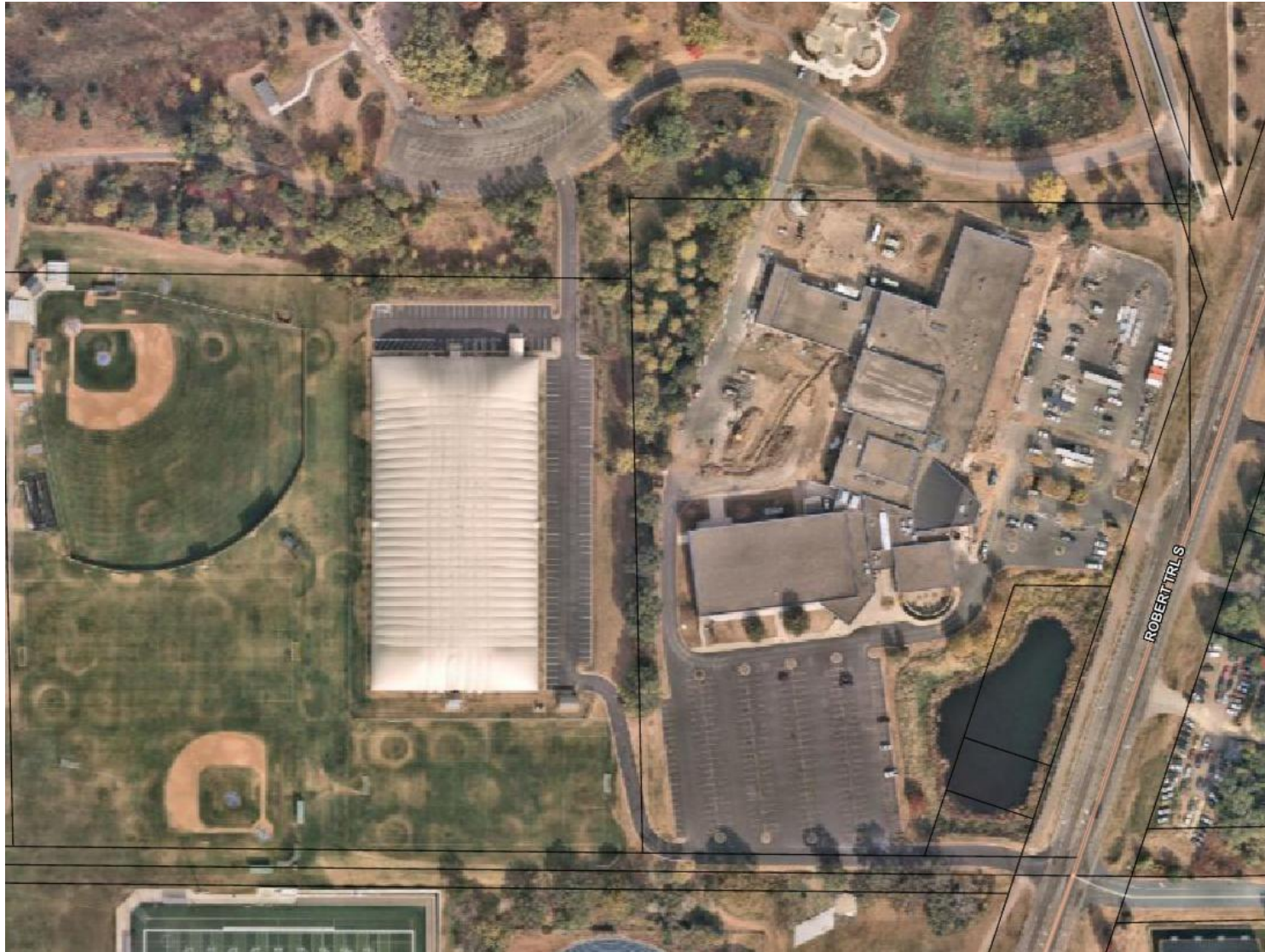
The owners of the Irish Dome and the School District wish to extend the lease for fifteen years with the understanding that the facility will have several improvements made including but not limited to new dome fabric (2026), improved mechanics (2026) and new turf (2028).

City Attorney has reviewed the lease extension and does not recommend any changes.

RECOMMENDATION

Staff is recommending that the City Council approve the lease agreement extension with the Irish Sports Dome, Independent School District 196 and the City of Rosemount.

Dome Location



**SECOND AMENDMENT TO THE LEASE BETWEEN INDEPENDENT SCHOOL
DISTRICT 196 (“LANDLORD”) and IRISH DOME, LLC (“TENANT”).**

WHEREAS, Landlord and Tenant entered into a lease on April 20, 2004 (“Original Lease”) allowing Tenant to construct, maintain and operate a multi-purpose domed recreational facility (“Dome”) on a portion of Landlord’s property (“Leased Premises”) in exchange for Landlord’s use rights and other valuable consideration; and

WHEREAS, the City of Rosemount (“City”) consented to the Original Lease but did not assume or accept any rights or responsibilities under the Original Lease; and

WHEREAS, Landlord and Tenant amended the Original Lease in October of 2013 to allow Tenant to build a storage garage on the Leased Property (“First Amendment”); and

WHEREAS, the parties now wish to amend the Original Lease a second time (“Second Amendment”) to extend the term of the Original Lease and to address other matters related to the operation and maintenance of the Dome.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Original Lease, as amended by the parties, is hereby amended a second time to extend the lease term for fifteen years from the end of the lease term in the Original Lease, through April 30, 2044. This extension of the Original Lease term is contingent upon the following:
 - a. Installation of a new replacement fabric cover on the Dome as soon as possible, but in no event later than August 1, 2026.
 - b. Replacement and/or repair of damaged, missing or malfunctioning light poles and lights in the Dome as soon as possible, but in no event later than April 1, 2026.
 - c. Replacement of the Dome’s mechanical/blower unit and controls as soon as possible, but in no event later than August 1, 2026.
 - d. Replacement of the turf within the Dome no later than August 1, 2028. Replacement turf will maintain a GMAX score within industry standards for synthetic turf.
 - e. Confirmation of property insurance and public liability insurance coverage at Tenant’s expense and maintained continuously throughout the original and extended lease term.
 - i. Insurance will provide coverage for injuries or death to persons and for damage or destruction to property with respect to the Leased Premises and the business operated by Tenant including Tenant’s business activities on the Leased Premises.
 - ii. Landlord shall be named as an additional insured on Tenant’s liability policy.
 - iii. The limits for such policies shall be acceptable to Landlord.
 - iv. All insurance policies required to be obtained by Tenant shall be in the form and with companies approved by Landlord and shall provide that such insurance shall not be subject to cancellation or change except after ten days’ written notice to Landlord.
 - v. At Tenant’s option, Landlord shall endeavor to add the Dome to its property insurance coverage with the Tenant as loss payee. Tenant shall be responsible

for the cost of said insurance and shall remit payment of the cost to Landlord as additional rent. If Tenant so elects for the Dome to be covered by the Landlord's property insurance, it is understood that until the fabric cover of the Dome is replaced as required by paragraph 1(a) of this Second Amendment, the property coverage obtained by Landlord shall exclude coverage of the fabric cover on the Dome or damages caused if the Dome should collapse. Tenant shall continue to be responsible for procuring property insurance on Irish Dome LLC's contents in the Irish Dome.

Tenant's failure to meet any of the above contingencies in numbered paragraph one (1) shall be an event of default subject to section 6.02 of the Original Lease.

2. Landlord shall have the right to review and approve Tenant's selections of the replacement fabric cover on the Dome and the replacement turf prior to their purchase. Landlord's approval shall not be unreasonably withheld. The parties agree that the future replacement schedule for the selected fabric cover of the Dome and the turf shall be consistent with the manufacturer's recommendation, or sooner if needed. Landlord acknowledges that a manufacturer's recommended replacement schedule for outdoor turf may or may not be applicable to indoor turf covered by a dome.
3. Landlord and Tenant shall hold an annual meeting to discuss maintenance of the Dome. At the discretion of the parties, this meeting may be combined with the annual meeting held for purposes of discussing usage pursuant to section 1.03 of the Original Lease.
4. Landlord shall have the right, but not the obligation, to conduct a professional inspection of the Dome on an annual basis, including but not limited to GMAX testing of the turf and an inspection by an expert in the construction and maintenance of domes. Landlord shall bear the cost of this inspection and shall give notice to Tenant at least ten (10) days in advance. Inspections shall be conducted in such a manner that they do not interfere with Landlord's operation of the Dome. The parties shall hold a meeting to discuss any concerns or recommendations arising out of an inspection conducted pursuant to this paragraph.
5. Except as amended herein, the terms of the Original Lease and its First Amendment are expressly reaffirmed and remain in full force and effect.
6. The consideration for this Second Amendment is the mutual promises contained herein.
7. The City consents to this Second Amendment, but does not assume or accept any rights or responsibilities under the Original Lease or its amendments and executes this document solely for the purpose of indicating its continuing consent.

IN WITNESS WHEREOF, the undersigned parties hereby acknowledge that they have read and understand this Second Amendment to the Original Lease and have executed this Second Amendment on the dates recorded below.

INDEPENDENT SCHOOL DISTRICT 196

Cory Johnson
Chairperson of the School Board

Date

Sakawadin Mohamed
Clerk of the School Board

Date

IRISH DOME, LLC

Jody Otto
President, Irish Dome LLC

Date

CITY OF ROSEMOUNT

Jeff Weisensel
Mayor

Date

INDEPENDENT SCHOOL DISTRICT 196

14445 DIAMOND PATH WEST
ROSEMOUNT, MINNESOTA 55068-4199

Jill E. Coyle, School District Attorney

651-423-7883

FAX 651-423-7727

jill.coyle@district196.org

April 19, 2004

Mr. Charles L. LeFevere
Attorney
Kennedy & Graven Chartered
470 Pillsbury Center
200 South Sixth Street
Minneapolis, MN 55402

RE: Agreement between ISD 196, Irish Dome L.L.C. and the City of Rosemount

Dear Mr. LeFevere:

The School Board of Independent School District No. 196 approved the Agreement between the School District, Irish Dome L.L.C. and the City of Rosemount. A copy of the signed Agreement is enclosed. The original Agreement is being delivered to Dan Schultz with a copy of this letter. Once the City Council has approved and signed the Agreement I request that Dan keep a copy for the City's records and return the original to me. I will ensure that Irish Dome L.L.C. receives a copy of the fully signed agreement.

Thank you for your attention to this matter. Please call with any questions or concerns.

Sincerely,



Jill E. Coyle
School District Attorney

C.  Dan Schultz

Enclosure



Educating our students to reach their full potential

Serving Apple Valley, Burnsville, Coates, Eagan, Inver Grove Heights, Lakeville, Rosemount, and Empire and Vermillion Townships

LEASE

This Lease is made as of _____, 2004, between ISD #196, as "Landlord", and Irish Dome, LLC, as "Tenant" and the City of Rosemount "City."

FIRST: TERM AND RENT

1.01 **Leased Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to and with the benefit of the terms and provisions of the Lease, land at Rosemount High School of approximately 274,560 square feet hereinafter referred to as the "Leased Premises". The Leased Premises is more fully identified in the Attached Exhibit A.

1.02 **Term and Termination.** The term of the Lease shall be for twenty-five (25) years commencing on _____, 2004 and terminating, unless extended pursuant to the terms of this Lease, on the last day of the last month of the twenty-five (25) year term. Notwithstanding the commencement date identified above, the Lease is contingent upon the approval of the Irish Dome project by the Minnesota Department of Natural Resources and the National Park Service. The Lease shall not become effective unless that approval is obtained by the City and the Landlord.

1.03 **Rent.** In lieu of cash rent, Tenant shall permit Landlord to use the Irish Dome to be constructed on the Leased Premises between the hours of 5:30 a.m. to 7:00 a.m. and 2:00 p.m. to 5:30 p.m. Monday through Friday, on any days when school is in session pursuant to the official school calendar of Rosemount High School. In addition to the above referenced permitted use, the Landlord will also have use of the Irish Dome during the month of August at the beginning of the fall athletic activities practice season based on the Minnesota State High School League start date from 5:30 a.m. to 5:30 p.m. Monday through Friday. Tenant shall open the Irish Dome during those times when it is designated for use by Landlord. Tenant further agrees that it shall not rent out or otherwise allow the Irish Dome to be used on the day annually designated by Rosemount High School as graduation day.

The parties shall meet at least annually to discuss Landlord's usage, and determine whether any mutually agreed adjustments in Landlord's usage times are warranted.

SECOND: USE OF PREMISES

2.01 **Use of Leased Premises.** The Leased Premises shall be used and occupied by Tenant for construction and operation of a multi-purpose domed recreational facility and for all other purposes reasonably incidental thereto. The facility to be constructed is more fully described in Exhibit A. All of the materials used in constructing the facility including the dome, fixtures therein, turf, foundation, and footings shall be deemed personal property of the Tenant. The facility shall be constructed on public property and shall be operated for public recreation purposes to enhance the outdoor recreational opportunities available on the Leased Premises in compliance with the provisions of the Land and Water Conservation Fund Act (L&WCF), implementing guidelines and L&WCF grant agreements applicable to the Leased Premises.

The multi-purpose domed recreational facility shall be named the Irish Dome. Tenant shall not rename the Irish Dome without the written approval of Landlord. In the event that the Irish Dome is renamed, all references in this Lease to the Irish Dome will apply to the renamed facility.

Tenant shall assure that the facility is constructed and operated in a manner consistent with all pertinent federal, state and local regulations, including, but not limited to all civil rights and accessibility legislation (e.g., Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act), local building code requirements and the Land and Water Conservation Fund Act (L&WCF) and implementing guidelines as well as the L&WCF grant agreements applicable to the Leased Premises. Prior to commencing construction of the facility, Tenant shall, within 60 days of the date of this Lease, present complete construction plans to Landlord for Landlord's written approval. If Landlord does not approve the plans, the Lease shall become null and void.

2.02 Conduct of Tenant's Business.

a) Tenant shall maintain and keep the Leased Premises and the Irish Dome in a clean, safe and healthy condition at all times during the term of the Lease at Tenant's sole expense and shall use and occupy the Leased Premises and the Irish Dome in a careful, safe and proper manner.

b) In the conduct of its business, Tenant shall not permit any act or condition which is contrary to or in violation of any applicable federal, state, local or other governmental authority, law, ordinance, rule or regulation including the Land & Water Conservation Fund Act and its implementing guidelines.

c) Landlord and Tenant agree that advertising space may be sold inside the Irish Dome and in conjunction with activities therein. The revenue from any such advertising shall be payable to Tenant. Tenant shall not permit any advertising in or on the Irish Dome without approval of Landlord. In no case will Tenant solicit or permit any advertising promoting the use of tobacco or alcohol.

d) Tenant agrees to construct and maintain appropriate exterior signage identifying the Irish Dome and listing the specific hours of designated school district use and public use. The signage shall be approved in writing by the Landlord. All signage, as well as literature and advertising of the Irish Dome shall identify the Leased Premises as being publicly owned and the facility privately operated by Tenant as a recreational facility open to the public.

e) Tenant shall make the Irish Dome available for public use at least 51% of its operating hours and shall not allow for private memberships. The public shall be allowed to use or rent the Irish Dome upon the payment of fees that are competitive with similar private facilities.

THIRD: MAINTENANCE, ALTERATION AND UTILITIES

3.01 **Maintenance.** Tenant agrees that during the term of this Lease it shall keep the Leased Premises including the Irish Dome in good order, condition and repair at its own cost, and upon the expiration or termination of the Lease, it shall surrender the Leased Premises and the Irish Dome in accordance with Section Eight hereof in as good condition as prevailed at the commencement of the Lease, reasonable wear and tear excepted.

Notwithstanding the above, Landlord shall provide all exterior ground maintenance including landscaping, mowing and snow removal. However, Landlord's obligation for snow removal is limited to removal of snow from sidewalks leading to the Irish Dome. Tenant shall provide for all other necessary snow removal, including removal of snow from the parking lot constructed to serve the Irish Dome. Tenant shall also provide all required maintenance on the parking lot constructed to serve the Irish Dome.

3.02 **Utility Charges.** Tenant agrees to pay for all charges for water, sewer, fuel, gas, electricity, telephone, security and any other utility or service which are either contracted directly by Tenant or separately metered to the Leased Premises and/or the Irish Dome including all charges attributable to Landlord's use of the Irish Dome.

3.03 - **Disruption of Existing Work.** Tenant acknowledges that construction of the facility may disrupt underground irrigation or other systems currently in place. Tenant shall be responsible for assuring that no disruption occurs to school activities. Tenant shall restore all impacted systems, to assure their continued operation. Tenant is responsible for rework of the in-place irrigation system in the area proposed for construction to assure it continues to operate in a fashion that serves other Landlord needs.

3.04 **Taxes, Bonds, Other Governmental Charges and Other Charges.** Except as described hereunder, Landlord shall pay, as the same respectively become due, all taxes, special assessments, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Leased Premises. During the term of this Lease, taxes and assessments, if any, due on the Leased Premises due to the construction of the Irish Dome, or any furnishings, equipment or other property installed or brought by Tenant therein or thereon, and all claims for rent, labor, materials, supplies, utilities and other charges incurred in the operation, maintenance, use occupancy and upkeep of the Leased Premises, if any, shall be paid by Tenant. Prior to commencing construction of the Irish Dome, Tenant shall obtain performance and payment bonds guaranteeing faithful performance of the work and payment of materials and labor suppliers on the Project. The bonds shall be in the amount of the estimated costs of the Project, and the costs of said bonds shall be paid by the Tenant. Additionally, Tenant shall make no payments to material or labor suppliers without obtaining release of mechanics liens and payment bond rights.

FOURTH: INSURANCE AND LIABILITY

4.01 **Insurance.** During the term of this Lease, Tenant shall at its expense maintain general public liability insurance for injuries to persons and for damage to property with respect to the Leased Premises and the business operated by Tenant covering Tenant's business activities on the Leased Premises. Landlord shall be named as an additional insured. The limits of public liability for such policy shall be acceptable to Landlord. All insurance policies required to be obtained by Tenant shall be in the form and with companies approved by Landlord, shall provide that such insurance shall not be subject to cancellation or change except after ten days' written notice to Landlord.

Landlord shall endeavor to add the Irish Dome to its Property Insurance Coverage, and, if necessary, will procure a separate policy insuring the facility against loss. Tenant shall be responsible for the costs of said insurance, and shall remit the costs to Landlord as additional rent. Tenant shall be responsible for procuring insurance on the contents of the Irish Dome.

Landlord shall name Tenant as an additional insured on its liability insurance policy for purposes of claims brought against Tenant for injuries to persons and for damage to property arising out of the Landlord's use of the Irish Dome, subject to any exclusions in the School District's insurance coverage.

4.02 **Waiver of Subrogation.** To the extent insurance coverage is not compromised, Landlord and Tenant hereby waive any and all claims of action and rights or recovery against each other, including the other's agents, contractors, employees, servants, tenants and concessionaires, for any loss or damage caused by fire or perils insured by extended coverage, to the extent that any such loss or damage is covered by insurance maintained by the party sustaining the loss. Landlord and Tenant shall use reasonable efforts to obtain appropriate clauses in, or endorsements on, their respective policies of fire insurance whereby the insurance companies waive subrogation consent to a waiver of the right of recovery. Landlord and Tenant shall use reasonable efforts to obtain appropriate clauses in, or endorsements on, their respective policies of fire insurance whereby the insurance companies waive subrogation and consent to a waiver of the right of recovery.

4.03 **Liability.** Tenant and Landlord shall each be responsible for the acts and omissions of their own employees, officers and agents and neither party shall be responsible for the acts and omissions of the other party's employees, officers and agents.

FIFTH: DAMAGE AND CONDEMNATION

5.01 **Damage.** If the Leased Premises and/or the Irish Dome are either partially or totally destroyed by fire or other casualty, Tenant shall promptly repair and restore the Leased Premises and/or the Irish Dome. Tenant's obligation to provide Landlord with use of the Irish Dome as described in Section 1.03 shall abate during the time that Tenant is repairing and restoring the Premises.

5.02 **Condemnation of All the Leased Premises.** If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose or conveyed in anticipation or in lieu of such condemnation, or if a partial taking occurs which makes continued operation of the Irish Dome impractical, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date and Tenant's claim in condemnation for the value of any unexpired term of this Lease and rent shall be adjusted to the date of such termination and shall not exceed the underlying value of the land; however, Tenant shall have no claim against Landlord for the value of any unexpired term of this lease and any such claim would be against the condemning authority. In the event of a partial taking or condemnation which is not extensive enough to render the Leased Premises unsuitable for the reasonable operation of the Irish Dome, then this Lease shall continue in full force and effect without any reduction or abatement of rent.

5.03 **Award in Eminent Domain.** Except as herein provided, Tenant shall not be entitled to any portion of the award paid for the condemnation of the Leased Premises and Landlord is to receive the full amount of such award, Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the lease hold or to the fee of the Leased Premises shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business by reason of the taking including any loss of going concern and for or on account of any cost or loss to which Tenant might be put in removing its merchandise (including the dome and the turf), furniture, fixtures, leasehold improvements and equipment.

SIXTH: DEFAULTS

6.01 **Events of Default.** The following shall be "Events of Default" under this Lease and the term "Events of Default" shall mean, whenever used in this Lease, any one or more of the following events:

- a) If Tenant fails to provide the Landlord use of the property pursuant to Section 1.03 hereof, or to make payment of any insurance premium to be paid on or prior to the dates on which payments are required to be made; or
- b) If Tenant shall default in the due and punctual performance of any other covenants, conditions, agreements and provisions contained in the Lease or in any instrument supplemental hereto on the part of Tenant to be performed and such default shall continued for a period of 30 days after written notice, specifying such default and requiring the same to be remedied, shall have been given to Tenant; or
- c) If Tenant allows any liens to attach to the Leased Premises as a result of construction, improvement, or maintenance of the Leased Premises; or
- d) If Tenant files a petition in bankruptcy, or makes an assignment for the benefit of creditors, or consents in writing to the appointment of a trustee or receiver for itself; or
- e) If a court of competent jurisdiction shall enter an order, judgment or decree declaring the Tenant an insolvent, or adjudging it bankrupt, or appointing a trustee or receiver of Tenant, or approving a petition filed against Tenant, or approving a petition filed against Tenant seeking reorganization of the Tenant under any applicable law or statute of the United States of America or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within 60 days from the date of the entry thereof; or
- f) If, under the provisions of any other law for the relief or aid of debtors, any court or competent jurisdiction shall assume custody or control of Tenant, and such custody or control shall not be terminated within 90 days from the date of assumption of such custody or control.

g) If Tenant fails to comply with the applicable terms and provisions of the grant agreement between Landlord, City and the State of Minnesota, including standards of maintenance, public use and accessibility requirements. Said failure shall only become an event of default provided the failure is continued for a period of 30 days after written notice, specifying the specific failure and requiring the same to be remedied, shall have been given to Tenant following a periodic review by Landlord of Tenant's compliance with the terms and provisions of the grant.

h) If an Event of Default occurs pursuant to paragraph 6.01(g) hereof, and Landlord seeks to continue to maintain and operate the Dome, Landlord agrees to pay to Tenant an amount equal to the fair market value of the Dome and any contents retained by Landlord as liquidated damages for the retention of the Dome and its contents.

6.02 Remedies on Default. Whenever any Event of Default referred to in Section 6.01 hereof shall have happened and be subsisting, then:

a) Landlord may terminate the Lease Term, exclude Tenant from possession of the Leased Premises, require Tenant to seasonably remove the dome and any personal property therein, and require Tenant (at its option) to either return the Leased Premises to the condition it existed in at the beginning of this Lease or leave the artificial turf surface in place for the permanent use and possession of the Landlord.

b) Landlord and Tenant may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant under this Lease.

c) Landlord and Tenant may pursue any other legal or equitable rights not described herein, including but not limited to an action for damages.

SEVENTH: MISCELLANEOUS

7.01 Title and Possession. Tenant shall be responsible for assuring the condition of title to the Leased Premises is acceptable to Tenant. Landlord covenants and warrants that the School Board has authorized the School District to enter into this a Lease for the full term herein granted. By this Lease Landlord warrants that it possesses proper title and ownership interests in the leased premises and believes the intended uses are lawful and acceptable according to applicable laws, regulations and ordinances.

7.02 Waiver. The failure of Landlord to enforce any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition herein. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver is in writing and signed by Landlord.

7.03 Assignment and Subleasing. This Lease may not be assigned in whole or in part, and the Leased Premises may not be subleased as a whole or in part, by Tenant without Landlord's prior written approval. This section shall not prohibit the Tenant from renting the facility to individuals and groups for short-term usage.

7.04 Captions. The captions in the Lease are a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease.

7.05 **Surrender of the Leased Premises.** On the last day of the term or the sooner termination thereof, Tenant shall peaceably surrender the Leased Premises and the Irish Dome in good order, condition and repair, reasonable wear and tear only excepted.

7.06 **Relationship of Landlord and Tenant.** By this Lease, Landlord does not acquire any right, title or interest in or to any property of Tenant except such rights as are specifically stated in this Lease. Landlord shall not be liable to any creditor of Tenant or to any claimant against the estate or property of Tenant for any debt, loss, contract, or other obligation of Tenant. The relationship between Landlord and Tenant is solely that of Landlord and Tenant and is not that of partners or joint ventures.

7.07 **Entire Agreement.** This Lease constitutes the entire agreement between the parties and no earlier statements or prior written matter shall have any force or effect. Tenant is not relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified or canceled except by written instrument subscribed by both parties.

7.08 **Successors.** The terms, conditions and agreements of this Lease and all rights and obligations herein given to or imposed upon the parties hereto shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

EIGHTH: ACQUISITION AT END OF LEASE TERM

8.01 **Landlord's Acquisition.** At the end of the lease term, Landlord shall acquire ownership of all improvements constructed on the Leased Property including the Irish Dome and all related personal property therein, at no cost to Landlord. Such acquisition shall serve as additional consideration for Landlord under this Lease.

NINTH: NOTICES

9.01 **Notices.** All notices required under this Lease must be in writing and provided to the designated contact person for the other party. The parties shall keep each other informed in writing of any change in the designated contact person. At the time of the execution of this Lease, the following persons are the designated contacts:

Landlord Contact

John Currie
Name
Superintendent
Title
14445 Diamond Path West
Rosemount, Minnesota 55068
Address
(651) 423-7749
Phone

Tenant Contact

Jody Otto
Name
President, Irish Dome, L.L.C.
Title
5886 Blackshire Path
Inver Grove Heights, Minnesota 55076
Address
(651) 731-3100
Phone

TENTH: CONSENT OF CITY

10.01. **Consent of City.** The Leased Premises is a part of property that has been improved using grant funds. The granting agencies and the Landlord have requested that the City execute this lease. However, the City does not assume or accept any rights or responsibilities under this Lease and has executed this lease solely for the purpose of indicating its consent thereto.

The undersigned hereby acknowledge that they have read, understand and agree to be bound by the terms of this Lease and are authorized to enter into this Lease on behalf of the respective parties.

TENANT:

By *Eric C. Heflin*
Its CEO

LANDLORD:

By *[Signature]*
Its Chair

By *Bruce A. Endler*
Its Clerk

CITY:

By *Linda Lentink*
Its City Clerk

APPENDIX A

Location: The Irish Dome will be constructed on approximately 274,560 square feet of School District property situated on Rosemount High School's upper field, located on a portion of that property with the legal description:

That part of the South Half (S ½) of the Southwest Quarter (SW ¼) of Section Twenty (20), Township One Hundred Fifteen (115), Range Nineteen (19), Dakota County, Minnesota, described as follows:

Commencing at the southwest corner of said South Half (S ½) of the Southwest Quarter (SW ¼); then North 2°54'02" West (assumed bearing) along the west line thereof a distance of 24.75 feet; thence North 88°14'18" East, parallel with the south line of said South Half (S ½) of the Southwest Quarter (SW ¼) a distance of 1027.13 feet to the point of beginning of the land to be described; thence North 1°45'42" West a distance of 775.50 feet; thence North 88°14'18" East, parallel with said south line a distance of 850.00 feet; thence South 1°45'42" a distance of 775.50 feet; thence South 88°14'18" West, parallel with said south line a distance of 850.00 feet to the point of beginning,

According to the Government Survey thereof.

Additional Description of the Dome: The dome is a durable inflatable structure 450' by 225' and 70' tall. The entire interior surface will be covered with a high quality, indoor/outdoor athletic turf surface. The dome material is covered by a 15-year pro-rata warranty and the turf is covered by an 8-year pro-rata warranty.

The playing surface will provide for the formation of various athletic fields. The configuration of the fields is temporarily chalked on the turf surface and is easily supplemented with the appropriate netting and/or cones to adequately mark the field of play and ensure the safety of participants and observers. Transition between fields is designed to be extremely easy to accomplish in a minimal amount of time.

The dome will accommodate the configuration of:

- One full-size soccer field; or
- Two half-size soccer fields; or
- Four quarter-size soccer fields; or
- Two full size softball or youth baseball fields; or
- Multiple batting cages.

12 netted batting/practice (throwing or soccer) cages (18' x 54') separate the two main fields. These can further be divided into 24 workout areas (18' x 27'). When necessary, portable bleachers can be rolled into the various cages to provide additional seating for athletic event observers.

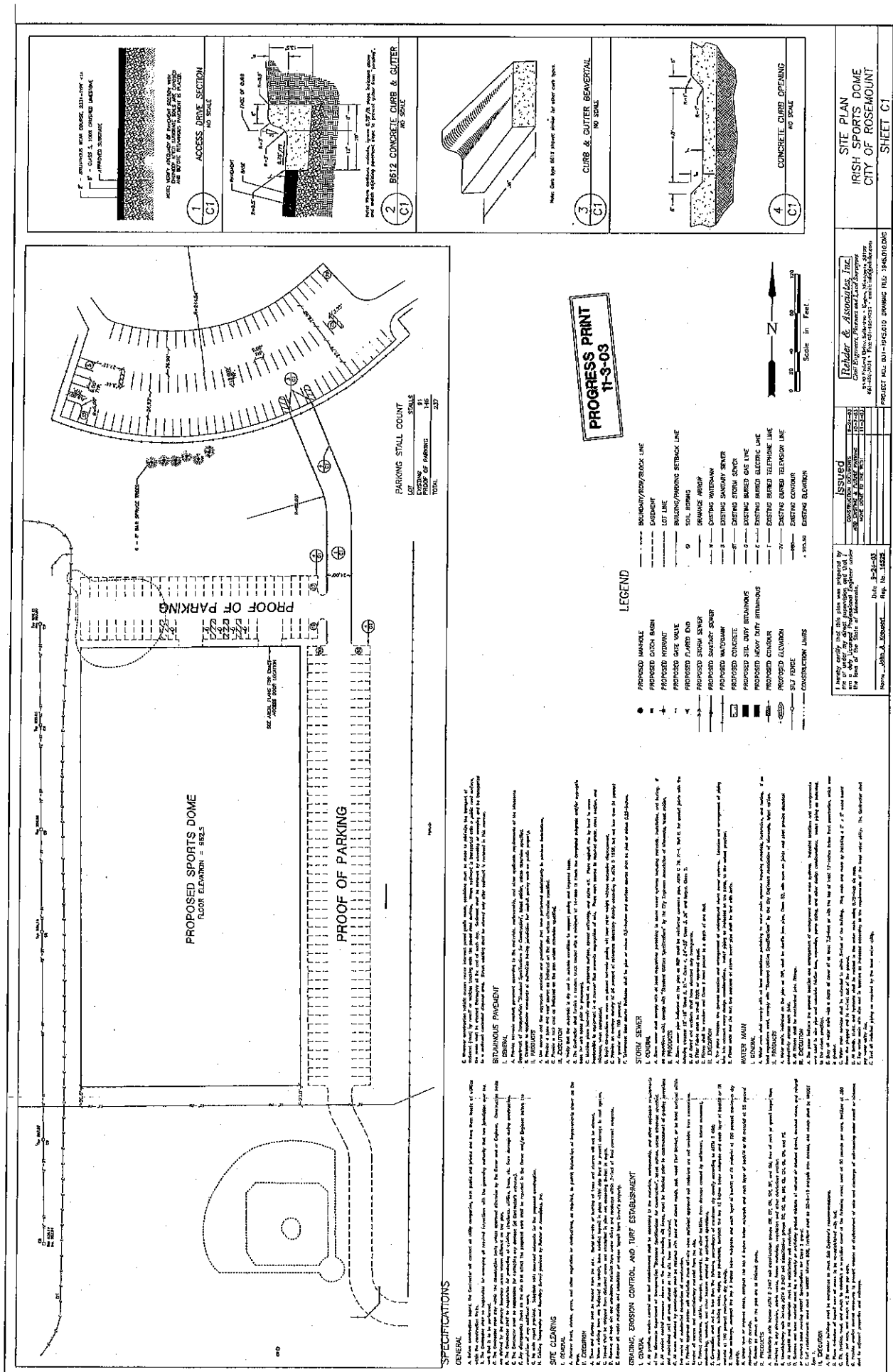
Portable backstops with portable bleachers will provide adequate safety and seating for spectators.

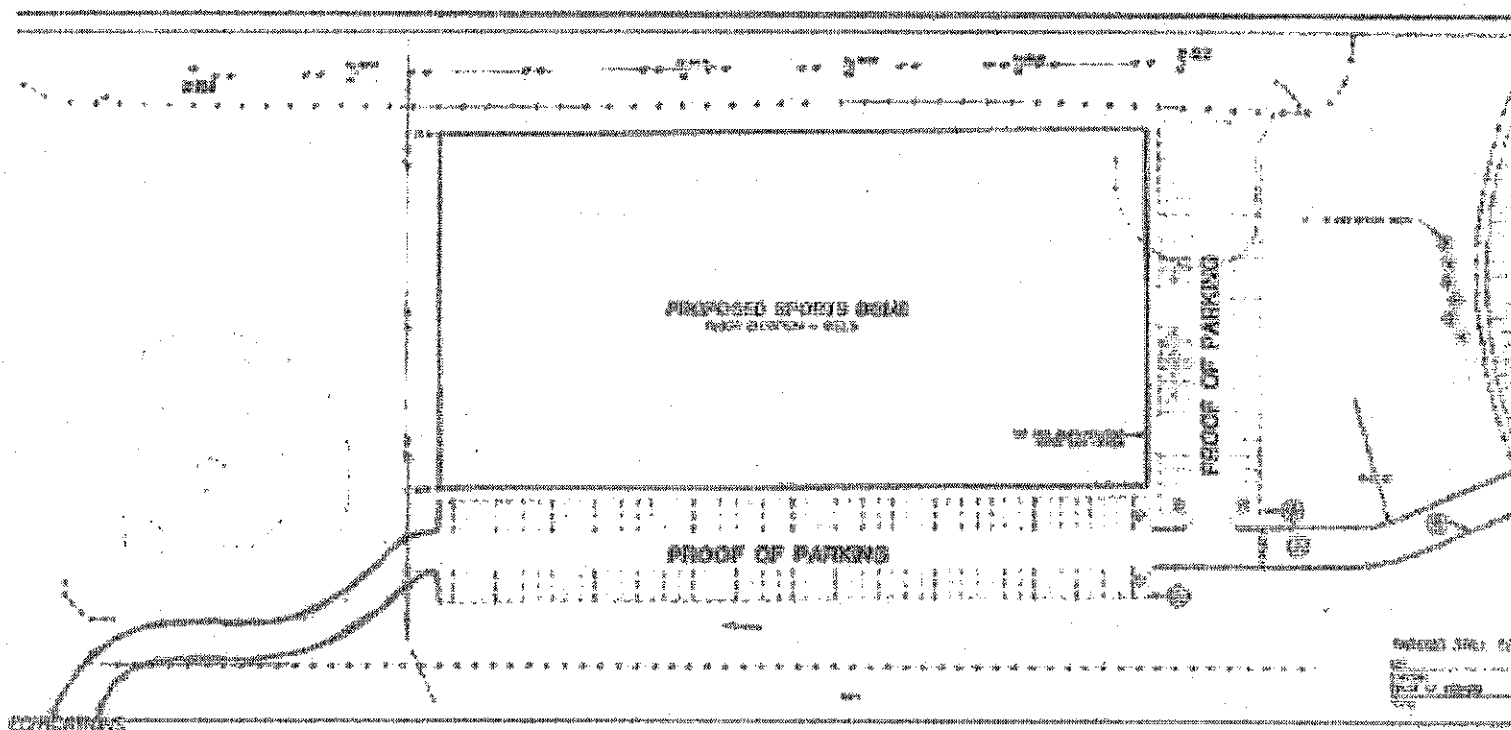
A concession/waiting area with tables and chairs will provide participants and observers a place to congregate. Concessions will be provided via vending machines.

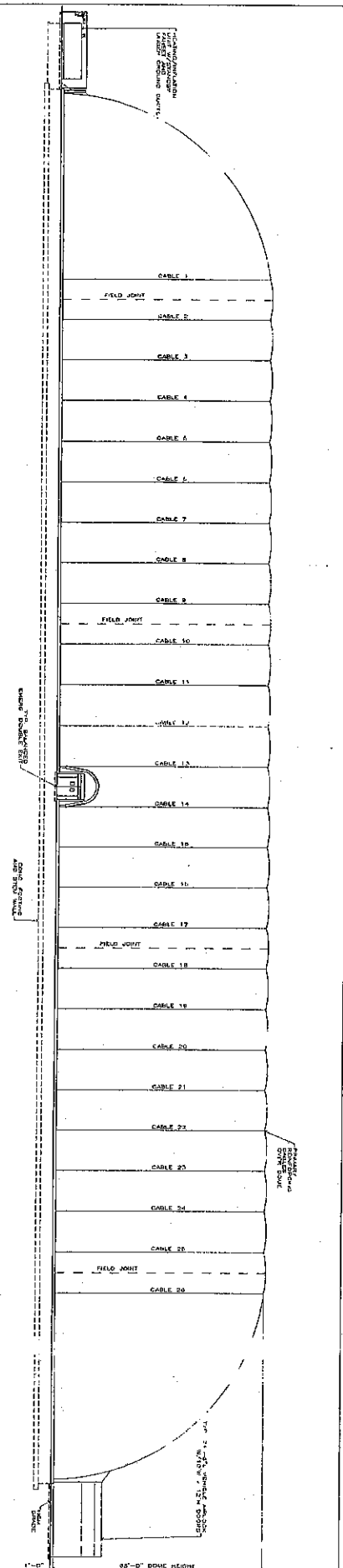
Portable, externally vented rest room facilities will be available inside of the dome.

A single small office will be located adjacent to the main entrance and the concession/waiting area.

The dome will be constructed in substantial compliance with the plans attached hereto; however, the access road to the dome will be moved further to the east to avoid the infield area of the School District's existing baseball diamond. The access road will be constructed in a gentle arc from the road to the parking area.







GENERAL NOTES:

1. STRUCTURAL:

THE REPORTED MEASUREMENTS OF THE THERMAL CONDUCTIVITY OF POLYMER FILMS, OF THE ORDER OF 10⁻³ CM, HAVE BEEN REPRODUCED BY THE PRESENT INVESTIGATION. THE MEASUREMENTS OF THE THERMAL CONDUCTIVITY OF POLYMER FILMS, OF THE ORDER OF 10⁻³ CM, HAVE BEEN REPRODUCED BY THE PRESENT INVESTIGATION. THE MEASUREMENTS OF THE THERMAL CONDUCTIVITY OF POLYMER FILMS, OF THE ORDER OF 10⁻³ CM, HAVE BEEN REPRODUCED BY THE PRESENT INVESTIGATION.

2 EXCAVATION AND BACKFILL:

3. CONCRETE

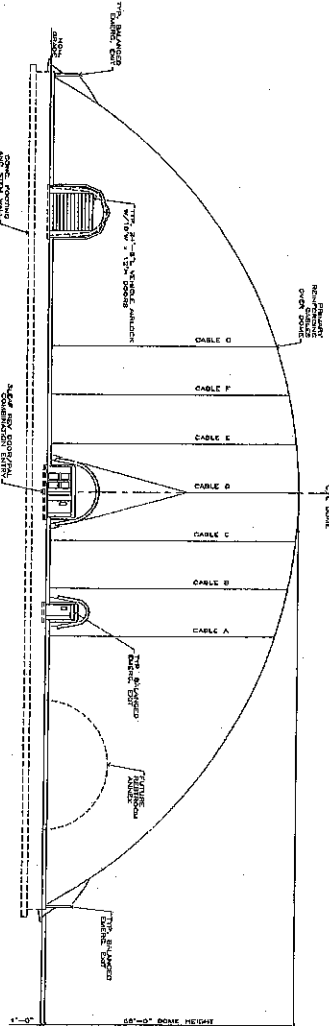
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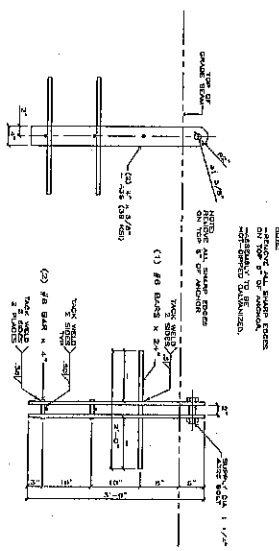
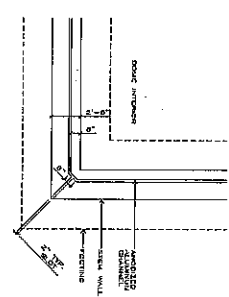
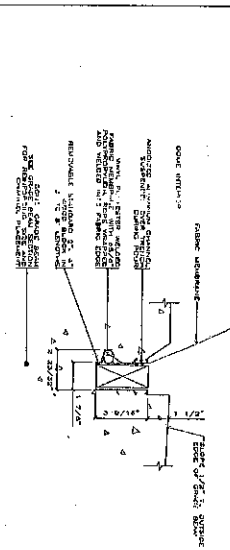
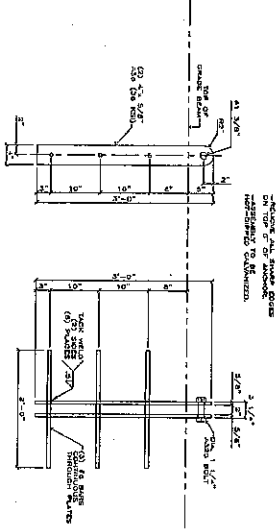
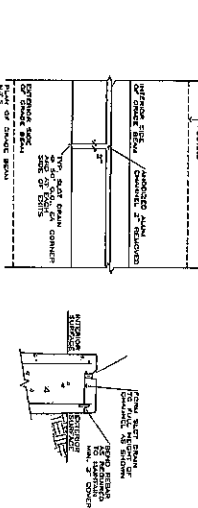
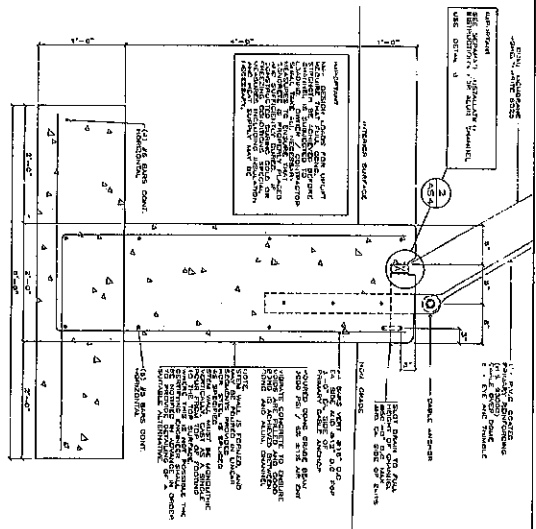
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4. ELECTRICAL NOTES:

Consequently, the results of the present study are consistent with the findings of other studies that have shown that the use of a single, standardized, and validated instrument, such as the RBS-R, is a more reliable and valid method of assessing the behavior of children with autism than the use of multiple, non-standardized, and non-validated instruments. The results of the present study also suggest that the use of a single, standardized, and validated instrument, such as the RBS-R, is a more efficient and cost-effective method of assessing the behavior of children with autism than the use of multiple, non-standardized, and non-validated instruments. The results of the present study also suggest that the use of a single, standardized, and validated instrument, such as the RBS-R, is a more reliable and valid method of assessing the behavior of children with autism than the use of multiple, non-standardized, and non-validated instruments.

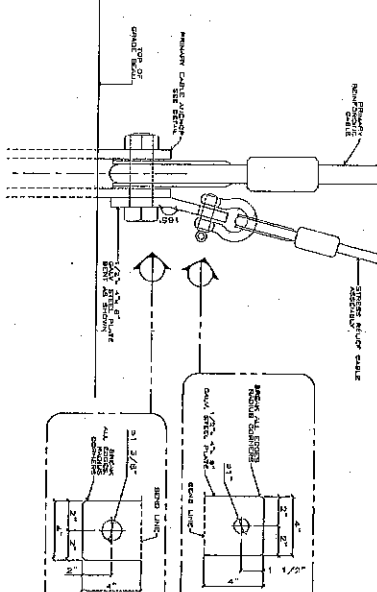
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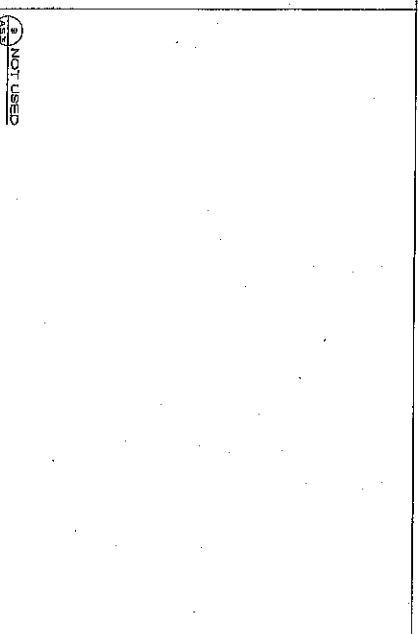
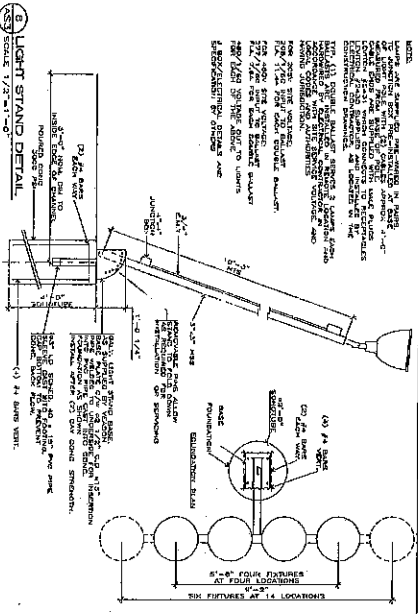
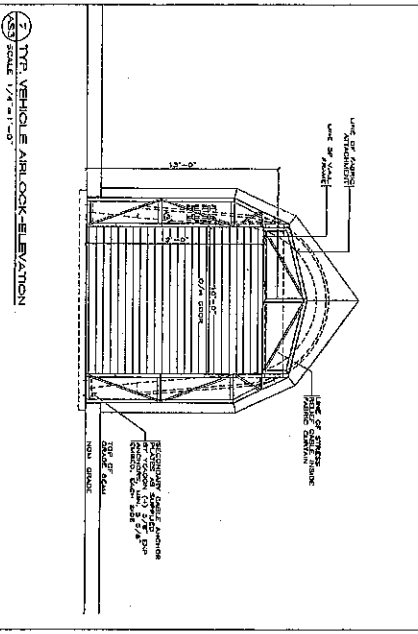
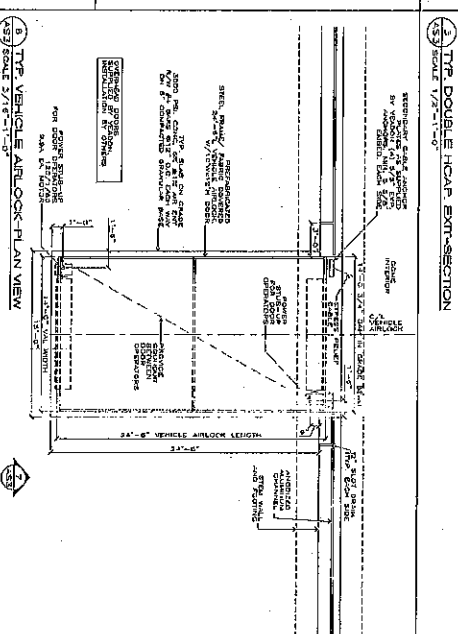
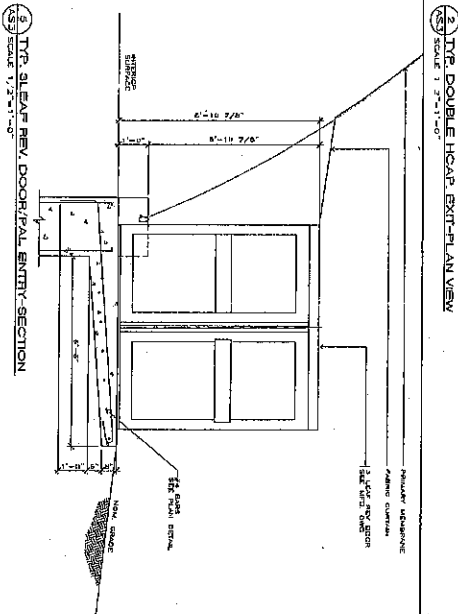
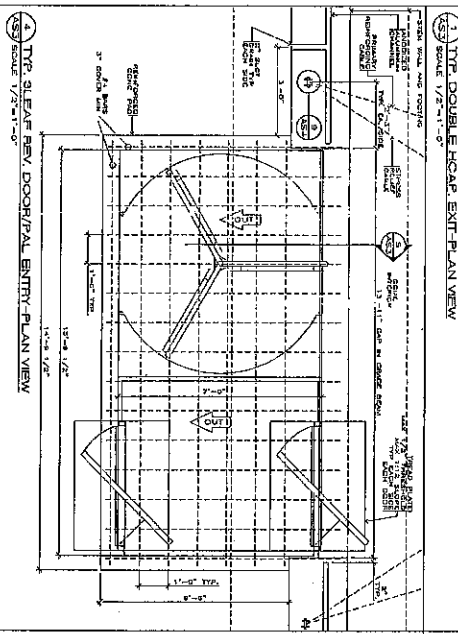
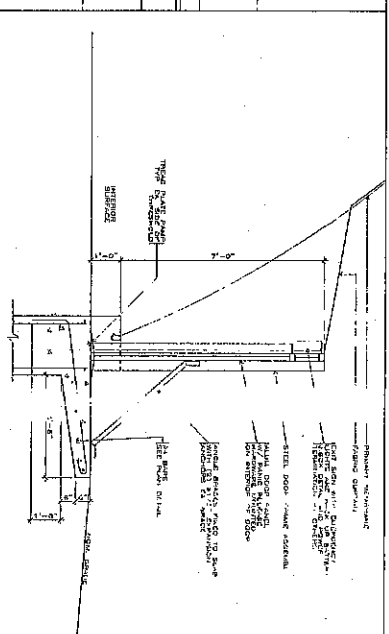
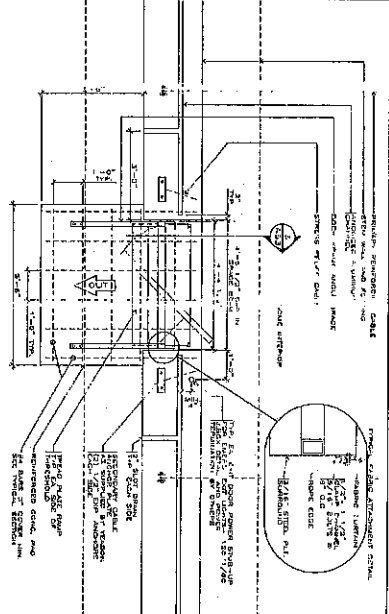
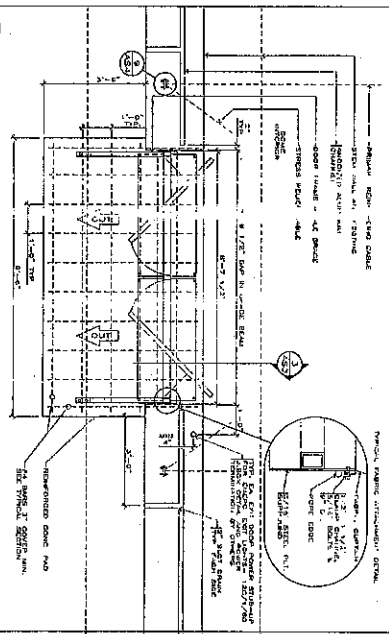
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NOT USED

NOT USED





NOT USED

Yeadon
Fabric Structures Ltd.
APPENDIX A Page 62 of 151

INDEMNIFICATION AGREEMENT

This Agreement is made this _____ day of _____, 2004, by and between the City of Rosemount, Minnesota, a Minnesota municipal corporation (hereinafter "City") and Independent School District No. 196, a Minnesota public corporation (the "District").

WITNESSETH:

WHEREAS, the City is party to certain agreements with the State of Minnesota, acting by and through the State Planning Agency, Office of Urban Affairs, entitled "LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT" and "AGREEMENT FOR STATE GRANT-IN-AID FOR OUTDOOR RECREATION PROJECT" (the "Grant Agreements"), copies of which are attached hereto, providing for grant funds used by the City and the District to improve real property for recreational use; and

WHEREAS, a portion of the property covered by the Grant Agreements is owned by the District; and

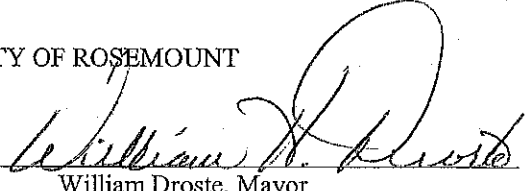
WHEREAS, the District wishes to lease such property for development and use of a domed, recreational facility; and

WHEREAS, the City is willing to cooperate with the District in securing the necessary approvals for the proposed facility provided the City does not incur any liability for breach of the Grant Agreements;

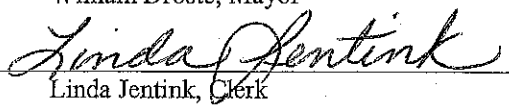
NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. In consideration of the cooperation by the City of Rosemount in securing necessary approvals for the proposed domed, recreational facility on property improved with funds secured under the Grant Agreements, the District agrees to assume all responsibilities of the City under the Grant Agreements as they relate to the use and development of property owned by the District and, if authorized by law, to defend, indemnify, protect and hold the City harmless from any and all claims for breach of the Grant Agreements arising out of the leasing, use or development of the property owned by the District and occurring after the date of this Agreement.

CITY OF ROSEMOUNT

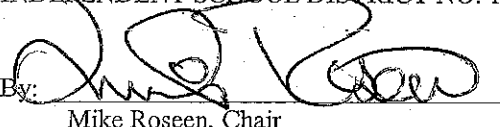
By: 

William Droste, Mayor

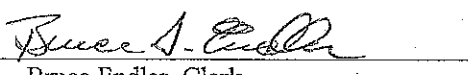
And: 

Linda Jentink, Clerk

INDEPENDENT SCHOOL DISTRICT NO. 196

By: 

Mike Roseen, Chair

By: 

Bruce Endler, Clerk

STATE OF MINNESOTA
STATE PLANNING AGENCY
OFFICE OF LOCAL AND URBAN AFFAIRS

LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT

DEPT. #20073

SEQ # 12445-16Bld4

SEQ #

AID

SSA # 12447

Local Unit of Government

Project Number

Project Title

County

Period Covered by this Agreement

PROJECT SCOPE:

The City of Rosemount and Independent School District 196 are proposing to develop a 32 acre parcel into a community park and playfield. The City would develop the park portion on a 15.57 acre portion and this would contain a 120 car parking lot, 900 ft. access road. The School District would develop the playfield portion on a 15.11 acre portion and this would contain 4 ball fields and 4 soccer fields. The playfield portion will include lighting and backstops.

Entire Project

Stage Covered by this Agreement

Project Cost

Estimated Total Cost \$ 114,581.50

Fund Amount \$ 15,000.00

The following attachments are hereby incorporated into this agreement:

1. Project Proposal
2. Contract Work Hours & Safety Standards Act
3. Requirement for Affirmative Action

*Fund amount: This is the maximum amount of federal funds that shall be provided on the project.

The State of Minnesota, by its delegated official, the State Planning Agency, Office of Local and Urban Affairs, (hereinafter referred to as "State") and

City of Rosemount

(hereinafter referred to as "local unit") mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965 (78 Stat. 897) and subsequent amendments, the Regulations of the Bureau of Outdoor Recreation and the following items, promises, and conditions, that are part of this agreement:

The following terms as used herein shall have the following definitions:

1. "BOR" means the Bureau of Outdoor Recreation, United States Department of Interior, which administers the Land and Water Conservation Fund Act.
2. "Commissioner" means the Commissioner of the Department of Natural Resources, State of Minnesota, or any representative lawfully delegated the authority to act for said Commissioner. The Commissioner is the state liaison official for the Land and Water Conservation Fund Act.
3. "Director" means Director of the Office of Local and Urban Affairs, or any representative lawfully delegated the authority to act for said Director.
4. "Federal Funds" means those monies made available by the United States of America for projects under the Land and Water Conservation Fund Act of 1965, (78 Stat. 897).

5. "LAWCON" means the program established by the Act of Congress entitled Land and Water Conservation Fund Act of 1965, (as amended 78 Stat. 897) that provides grants for outdoor recreation projects.
6. "Local Unit" means the political subdivision of the State of Minnesota that is the applicant-recipient of the grant, in accordance with this agreement.
7. "Manual" means the Bureau of Outdoor Recreation's Grants-in-Aid Manual.
8. "Project" means the planned undertaking for outdoor recreation that is the subject of this agreement.
9. "Regional Director" means the Director of the Bureau of Outdoor Recreation, or any representative lawfully delegated the authority to act for said Regional Director.
10. "State" means the State of Minnesota, the Office of Local and Urban Affairs of the State Planning Agency, which administers the LAWCON program for the State of Minnesota.

A. GENERAL PROVISIONS

1. The State hereby agrees, in consideration of the promises made by the local unit herein, to accept funds from the United States and to reimburse the local unit for the United States' share of the project stage, as approved by the Regional Director. This agreement shall not obligate the State for any of the project costs described herein, except the monies received from the United States for reimbursements of project work completed by the local unit. The State shall not be held liable for costs incurred by the local unit which are determined to be nonreimbursable by the BOR. Costs shall not be reimbursed without written proof that the funds have been paid.
2. The local unit hereby agrees, in consideration of the promises made by the State herein, to execute the project stage herein described in accordance with the terms of this agreement. It is hereby understood that the local unit has reviewed the attached BOR forms and the attachments thereto and has found them acceptable.
3. The local unit further agrees that in the event the project or any part of the project shall be ruled to be nonreimbursable, any federal monies already paid under this agreement by the State, shall be repaid upon the demand of BOR to the State for repayment to the United States.
4. It is agreed by the parties hereto that when federal funds are not available for the project within one year of the date of this agreement, this agreement shall be null and void.
5. When the local unit fails to provide the maintenance required under this agreement, the State may withhold current or future payments to the local unit on any projects until the local unit complies with this provision.
6. In the event that the local unit defaults on the project, the State may maintain the project and shall be authorized to charge the local unit for the cost of maintenance. Such costs of maintenance shall constitute a debt due and owing to the State.
7. The local unit shall obtain the Secretary of the Interior's written approval before any change is made on the project from the original recreational purpose or jurisdictional control.

B. PROJECT APPLICATION

1. The application for Federal funds (for Construction Programs) bearing the same project number as this agreement is hereby made a part of this agreement.
2. The State shall transfer to the local unit all funds granted hereunder except for any State indirect cost rate that is specified in the proposal.

C. PROJECT EXECUTION

1. The project period shall begin on the date of approval of this agreement by the Regional Director and shall terminate 3 years from that date unless the project is completed or terminated earlier, in which event the project period shall end on the date of completion or termination.

financial or other personal interest in any such contract or subcontract

2. No person performing services for the local unit in connection with this project shall have a financial or other personal interest other than his employment or retention by the local unit, in any contract or subcontract in connection with this project. No officer or employee of such person retained by the local unit shall have any financial or other personal interest in any real property acquired for this project unless such interest is openly disclosed upon the public records of the State, and the officer, employee or person has not participated in the acquisition for or on behalf of the State or the local unit.
3. No member of or delegate to Congress shall be allowed any share or part of this agreement, or to any benefit to arise hereupon, unless such benefit shall be in the form of an agreement made with a corporation for its general benefit.
4. The State and local unit shall be responsible for the enforcement of these conflict of interest provisions.

H. HATCH ACT

No officer or employee of the State or Local unit whose principal employment is connected to any activity which is financed in whole or in part by this agreement shall take part in any of the political activity proscribed in the Hatch Political Activity Act, 5 U.S.C. Sec. 118k (1964), with the exceptions therein enumerated.

I. RETENTION AND CUSTODIAL REQUIREMENTS FOR RECORDS

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained for a period of three years, with the following qualifications:
 - (a) The records shall be retained beyond the three-year period when audit findings have not been resolved;
 - (b) Records for nonexpendable property which was acquired with Federal grant funds shall be retained for three years after its final disposition.
2. The retention period shall commence on the date of the submission of the final expenditure report.
3. State and local units shall be authorized to substitute microfilm copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local units and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.
5. The local unit may use any generally accepted account system that meets minimum requirements set forth in the Manual.

J. USE OF FACILITIES

1. The local unit shall provide suitable public acknowledgement of the use of LAWCON funds on the project site.
2. The local unit shall not at any time convert any property acquired or developed pursuant to this agreement to uses other than the public outdoor recreation uses specified in the project proposal attached, hereto, without the prior written approval of the Director or Regional Director.
3. The local unit shall operate and maintain or cause to be operated and maintained, the property or facilities acquired or developed pursuant to this agreement, in accordance with the requirements of the Manual. Sanitation and sanitary facilities shall be maintained in accordance with the applicable state and local public health standards. Properties shall be kept reasonably safe for public use. Fire prevention, life guards, and similar supervisions shall be provided in the extent possible. Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage use of the project.
4. The local unit shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the type of facility.

K. NONDISCRIMINATION

1. The local unit shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or National origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any property or facility acquired or developed pursuant to this agreement. The local unit shall immediately take any measures necessary to effectuate this provision. This assurance shall be binding on the State or any political subdivision or other appropriate public agency to which fund assistance or property acquired or developed with fund assistance has been transferred for the period during which the area or facility is used for public outdoor recreation purposes.
2. The local unit shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant shall be to provide employment or (2) discriminatory employment practices shall result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
3. The local unit shall comply with the regulations promulgated pursuant to the Civil Rights Act of 1964 by the Secretary of the Interior, 43 C.F.R. 17.
4. The local unit shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be based on residence.

K. COMPLIANCE

The local unit shall be responsible for compliance with this agreement by any political subdivision or public agency in which funds are transferred pursuant to this agreement. Failure by the political subdivision or public agency to comply shall be deemed a failure by the local unit to comply with this agreement.

M. MANUAL

The local unit shall comply with the policies and procedures set forth in the Bureau of Outdoor Recreation Manual. Said Manual is hereby incorporated into and made a part of this agreement.

N. SPECIAL PROVISIONS

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

Any reference to the Bureau of Outdoor Recreation (BOR) contained in the agreement, or in any attachment incorporated thereto, shall hereinafter be considered a reference to the Heritage Conservation and Recreation Service (HCRS).

This agreement shall be binding on the State and the local unit, and the persons whose signatures appear hereon, as authorized by statute and resolution to sign this agreement in behalf of the aforesaid local unit. In witness whereof, the parties hereto have executed this agreement as of the date entered below.

APPROVED:

COMMISSIONER OF ADMINISTRATION

By W. W. [Signature]
 Title 10-2-80

ATTORNEY GENERAL
STATE OF MINNESOTA

By [Signature]
 Title AG
 Approved as to form and execution this
23 day of SEP
 19 80

STATE AUDITOR
Not Encumbered

By _____
 Date OCT 07 1980

Original Signed by
 JAN HOFER

STATE OF MINNESOTA

STATE PLANNING AGENCY

By Leland Newman
 DIRECTOR, OFFICE OF LOCAL & URBAN AFFAIRS
 Date 9/15/80

LOCAL UNIT OF GOVERNMENT

For City of Rosemount
 CITY, VILLAGE, OR COUNTY

By Leland Newman Mayor
 MAYOR OR CHAIRMAN (NAME AND TITLE)
 Date 8/28/80

By [Signature]
 CLERK OR AUDITOR (NAME AND TITLE)

Date Aug 28, 1980

SEAL AFFIXED

STATE OF MINNESOTA
STATE PLANNING AGENCY
OFFICE OF LOCAL AND URBAN AFFAIRS

DEPT. #30000
SEQ # 12705 AID 613400
SEQ # _____ AID _____
PROJECT AID _____
SPA # 12061

AGREEMENT FOR STATE GRANT-IN-AID FOR OUTDOOR RECREATION PROJECT

City of Rosemount
Local Unit of Government

27-010408M
Project Number

Rosemount Community Park
Project Title

Dakota
County

STATE GRANT SUMMARY

Total Cost	\$ <u>114,681.58</u>	
State Grant Support	<u>43</u>	% of total cost
State Grant Amount	<u>49,509.00</u>	

This agreement is made by and between the State of Minnesota, acting by and through the State Planning Agency, Office of Local and Urban Affairs (hereinafter called the "Grantor") and City of Rosemount (hereinafter called the "Grantee").

This agreement is made pursuant to (strike out inapplicable provision)

Minn. Laws 1965, Ch. 810 and subsequent applicable laws, and rules and guidelines of the State Planning Agency (NR)

~~Minn. Laws 1977, Ch. 421, Sec. 2, Subd. 2, 3, and a subsequent applicable laws, rules, and guidelines of the State Planning Agency (OR)~~

and is based upon the application of the Grantee for a state grant-in-aid for an outdoor recreation project.

The Grantor hereby agrees to award the Grantee a grant in the amount of Forty

Nine Thousand Five Hundred Nine and NO/100 dollars (\$49,509.00) in consideration of the promise of the Grantee to use the funds to carry out the project as detailed in the application dated 12/04/79 and supporting documents, which are hereby made a part of this agreement.

It is recognized by the parties that this grant is made in addition to federal grant 27-010408M: Rosemount Community Park and does not abrogate any duty, obligation or benefit created under the terms of the federal grant. The parties hereto agree as follows:

- (1) Accounting. The grantee shall (a) maintain a separate account of grant funds; (b) establish procedures to prevent commingling of such funds with other funds; (c) maintain accurate and complete accounting of the expenditure of grant funds; and (d) make available complete accounting and supporting information upon the request of Grantor.

- (2) Audits and Reports. The Grantee shall furnish the Grantor with an itemization of all expenditures of project funds, including state and local funds and a status report of the project, at 6 month intervals. The first report shall be due six months from the date of this agreement. Upon the expenditure of all project funds, the Grantee shall provide the Grantor with an independent audit that project funds were expended in accordance with this agreement. This final report shall be accompanied by a statement showing the project expenditure in detail.
- (3) Excess Funds. When there is an overpayment by the State, the amount of overpayment shall be refunded to the Treasurer of the State of Minnesota.
- (4) Uniform Relocation Assistance and Real Property Acquisition Policies. The grantee shall comply with the terms and intent of the Minnesota Statutes, Section 117.50 - 117.56 relating to eminent domain, uniform relocation assistance and real property acquisition. No relocation expenditures shall be made from this State grant.
- (5) Contracts for materials, supplies, or construction.
- (a) Any contract for materials, supplies or construction made by the Grantee pursuant to this agreement shall contain provisions of nondiscrimination by reason of race, creed, or color, as required by Minnesota Statutes, Section 181.59.
- (b) Any contract made pursuant to this agreement shall be in conformity with State Law, including the provisions of Minnesota Statutes, Section 471.345.
- (6) The Grantee shall provide adequate maintenance of the project area acquired and the facilities constructed thereon pursuant to this agreement, as required under state law and the regulations.

APPROVED:

COMMISSIONER OF ADMINISTRATION

By

Title

ATTORNEY GENERAL

STATE OF MINNESOTA

OFFICE OF THE ATTORNEY GENERAL

By

Title

Approved as to form and execution this

19 80

DEPARTMENT OF FINANCE

Not Encumbered

By

STATE OF MINNESOTA

STATE PLANNING AGENCY

By

Date

LOCAL UNIT

For

By

Date

By

Date

SEAL AFFIXED

STATE OF MINNESOTA
STATE PLANNING AGENCY
OFFICE OF LOCAL AND URBAN AFFAIRS

DEPT.	30000
SEQ	08956 AID 613406
SEQ	AID
SEQ	AID
SPA	8999-103

STATE NATURAL RESOURCES FUND PROJECT AGREEMENT

City of Rosemount	NR- 78-16
Local Unit of Government:	Project Number
Rosemount Community Park	Dakota
Project Title	County
Date of approval through 12/31/80	
Period Covered by this Agreement	
PROJECT SCOPE:	
The City of Rosemount and Independent School District 196 will jointly acquire 49.75 acres of land for Rosemount Community Park. The park will be used for outdoor recreation purposes.	
Entire Project	
Stage Covered by this Agreement	
Project Cost	The following attachments are hereby incorporated into this agreement:
Total Cost \$ 124,000.00	1. Grant Application (OR-1)
Fund Support \$ 50	2. _____
Fund Amount* \$ 62,000.00	3. _____

*Fund Amount: This is the maximum amount of state funds that shall be provided on the project.

The State of Minnesota, by its delegated official, the State Planning Agency, Office of Local and Urban Affairs, (hereinafter referred to as "State") and

The City of Rosemount

(hereinafter referred to as "local unit") mutually agree to perform this agreement in accordance with Minn. Laws Chap. 810 (1965); Minn. Laws, Chap. 867 (1967); Minn. Laws, Chap. 1139 (1969); Minn. Laws, Chap. 3 (Extra Session, 1971); Minn. Laws, Chap. 720 (1973) and subsequent laws, rules, regulations, and guidelines of the State Planning Agency.

The following terms as used herein shall have the following definitions:

1. "Director" means Director of the Office of Local and Urban Affairs, or any representative lawfully delegated the authority to act for said Director.
2. "Funds" means those moneys made available by the State under the State Natural Resources Fund.
3. "Guidelines" means the Natural Resources Fund Grants-in-Aid Guidelines.
4. "Local Unit" means the political subdivision of the State of Minnesota that is the applicant-recipient of the grant pursuant to this agreement.
5. "Project" means the planned undertaking for outdoor recreation that is the subject of this agreement.
6. "State" means the State of Minnesota, the Office of Local and Urban Affairs of the State Planning Agency, which administers the State Natural Resources Fund program for the State of Minnesota.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree to perform this agreement as follows:

A. GENERAL PROVISIONS

1. The State agrees to distribute to the local unit the State's share of the costs of the above project, as approved by the Director.
2. The local unit agrees to execute the project herein described in accordance with the terms of this agreement. It is hereby understood that the local unit has reviewed any attached State forms and the attachments thereto and has found them acceptable.
3. The local unit further agrees that in the event that the project or any part of the project shall be determined by the State to be nonreimbursable, any State moneys already paid under this agreement by the State shall be repaid upon the demand of the State.
4. When state funds are not available for the project within one year of the date of this agreement, this agreement shall be null and void.
5. When the local unit fails to provide the maintenance required under this agreement, the State may withhold current or future payments to the local unit on any projects until the local unit complies with this provision.
6. In the event that the local unit defaults on the project, the State may maintain the project and shall be authorized to charge the local unit for the cost of maintenance. Such costs of maintenance shall constitute a debt due and owing to the State.
7. The local unit shall obtain the Director's written approval before any change is made on the project from the original recreational purpose or jurisdictional control.

B. PROJECT EXECUTION

1. The project period shall begin on the date of approval of this agreement by the Director and shall terminate 2 years from that date unless the project is extended or completed or terminated at an earlier date, in which event the project period shall end on the date of completion or termination.
2. The local unit shall complete the project in accordance with the time schedule set forth in the project proposal. Failure to render satisfactory progress or to complete this or any other project under the State Natural Resources Fund Program to the satisfaction of the Director may be cause for the suspension of all obligations of the State under this agreement.
3. Construction contracted for by the local unit for the purposes of this grant shall meet the following requirements:
 - a. Contracts for construction in excess of \$5,000 shall be awarded through a process of competitive bidding. One (1) copy of all bids and one (1) copy of the contract shall be submitted to the Director after approval of this agreement.
 - b. The local unit shall inform all bidders on contracts for construction in excess of \$5,000 that State funds are being used in the construction.
 - c. Written change orders to contracts for construction in excess of \$5,000 shall be issued for all necessary changes in the facility. The orders shall be made a part of the project file and shall be kept available for audits for three years after completion of the project. One (1) copy of the order shall be submitted to the Director.
 - d. The contractors' bonds provisions of Minn. Stat. Sect. 674.28 (1971) as amended;
 - e. The human rights provisions of Minn. Stat. Chap. 363 (1971) as amended;
 - f. The anti-discrimination provisions of Minn. Stat. Sect. 181.69 (1971), as amended and other applicable laws and regulations;
 - g. The competitive bid provisions of Minn. Stat. Sect. 471.345-471.36 (1971), as amended;
 - h. The local unit shall incorporate or cause to be incorporated into all construction contracts, a provision that the contractor shall hold the State of Minnesota, officers and employees of the State of Minnesota harmless from any liability with respect to claims for damages as a result of bodily injury, sickness, disease, death or property damage resulting from contractor's operations on the project.
4. Development plans and specifications shall be available for review by the Director upon request. The local unit shall permit periodic site visits by the Director to insure work progress in accordance with the approved project, including a final

1. SPECIAL PROVISIONS

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto. Any project with an estimated total cost of more than \$25,000 (or \$2,500 if only one trade or occupation is involved) must comply with Minn. Stat. 177.42-44 which is commonly known as the Little Davis-Bacon Act. To facilitate compliance pursuant to the Statute wage determinations were prepared for different trades for each county from which Labor for said project would be secured. It is the stated public policy of Minn. Stat. 177.42 as follows: "It is in the public interest that public buildings and other public works be constructed and maintained by the best means and highest quality of labor reasonably available, and that persons working on public works be compensated according to the real value of the services they perform. It is therefore declared to be the public policy of this State that wages of laborers, workmen, and mechanics engaged in State projects should be comparable to wages paid for similar work in the community as a whole." The State will not be liable for increased labor cost, errors in the rates or classifications or changes to same prior to the awarding of contracts.

Information pertaining to the prevailing wage rates, prevailing hours of labor and hourly basic rates may be obtained from the Minnesota Department of Labor and Industry. Said wage rates must be posted in at least one conspicuous place for the employees working on the project. Failure to comply with the provisions of the act may subject individuals to conviction of a misdemeanor.

This agreement shall be binding on the State and local unit, and the persons whose signatures appear hereon, as authorized by statute and resolution to sign this agreement in behalf of the aforesaid local unit. In witness whereof, the parties hereto have executed this agreement as of the date entered below.

APPROVED:

COMMISSIONER OF ADMINISTRATION

By

Title

STATE OF MINNESOTA

STATE PLANNING AGENCY

By

DIRECTOR, OFFICE OF LOCAL AID AND TECHNICAL ASSISTANCE

Date

ATTORNEY GENERAL
STATE OF MINNESOTA

By

William E. Dorigan

Title, Special Assistant Attorney General

Approved as to form and execution this:

1st day of June
1978

NOTARY PUBLIC DEPARTMENT OF FINANCE

Not Encumbered

By

JUN 30 1978

Date

LOCAL UNIT

For

City of Rosemount
CITY, VILLAGE, OR COUNTY

By

Mayor or Chairman (NAME & TITLE)

Date

May 23, 1978

By

Clerk or Auditor (NAME & TITLE)

Date

May 22, 1978

SEAL AFFIXED

STATE OF MINNESOTA
STATE PLANNING AGENCY
OFFICE OF LOCAL AND URBAN AFFAIRS

08756 01346

AMENDMENT TO

- ☐ LAND AND WATER CONSERVATION FUND (LW)
☒ STATE NATURAL RESOURCES FUND (NR)
☐ STATE OUTDOOR RECREATION GRANT FUND (OR)

8999-103-A

AGREEMENT

City of Rosemount
Local Unit of Government

Dakota
County

☐ LW 78-16.1
Project Number

Rosemount Community Park
Project Title

☒ NR (LW revision < 50% total
element cost)

M/SPA # 8999-103

This Amendment to Project Agreement(s) Number(s) M/SPA 8999-103 and M/SPA 8999-103 is hereby made and agreed upon by the State of Minnesota through its State Planning Agency, and the City of Rosemount pursuant to:

- ☐ Land and Water Conservation Fund Act of 1965, 78 Stat. 897. (LW)
☒ Minn. Laws 1965, Ch. 810 and subsequent applicable laws, and rules and guidelines of the State Planning Agency. (NR)
☐ Minn. Laws 1977, Ch. 421, Sec. 2, Subd. 2, 3 and 4 subsequent applicable laws, rules, and guidelines of the State Planning Agency. (OR)

In mutual consideration of the promises made herein and in the Agreement(s) identified above, the parties hereto do agree to amend said Agreement(s) as follows:

Extend project date of approval through 12/31/81.

In all other respects, such Agreement(s) shall remain in full force and effect and is (are) hereby reaffirmed.

APPROVED:
COMMISSIONER OF ADMINISTRATION

By: William
Title: (1-7-8)

ATTORNEY GENERAL
STATE OF MINNESOTA

By: [Signature]
Title: [Signature]

Approved as to form and execution this

20 day of 12
1982

COMMISSIONER OF FINANCE

Encumbered: [Signature]
By: [Signature]
Date: [Signature]

SP-44017-01

LOCAL UNIT OF GOVERNMENT

For: City of Rosemount
CITY OR COUNTY

By: Leland D. Kuntz
MAYOR OR CHAIRMAN (NAME & TITLE)

Date: 12-15-83

By: [Signature]
CLERK OR AUDITOR (NAME & TITLE)

Date: 12-16-80

SEAL AFFIXED

STATE PLANNING AGENCY

By: Leland D. Kuntz
DIRECTOR, OFFICE OF LOCAL & URBAN AFFAIRS

Date: 12/18/80

AID 607218
seq. 00519STATE OF MINNESOTA
STATE PLANNING AGENCY
OFFICE OF LOCAL AND URBAN AFFAIRS

STATE NATURAL RESOURCES FUND PROJECT AGREEMENT

City of Rosemount
Local Unit of Government

NR. 644
Project Number

ROSEMOUNT COMMUNITY PARK
Project Title

Dakota
County

3/23/82 through 12/31/84
Period Covered by this Agreement

PROJECT SCOPE:

The City of Rosemount will develop Rosemount Community Park by adding bituminous and boardwalk trail, footbridge, site preparation, design and engineering.

Any reference to the Office of Local & Urban Affairs, State Planning Agency contained in the agreement, or in any attachment incorporated thereto, shall hereinafter be considered a reference to the Office of Local Government, Department of Energy, Planning and Development.

Entire Project

Stage Covered by this Agreement

Project Cost

Total Cost \$ 50,000.00
Fund Support 50 %
Fund Amount* \$ 25,000.00

The following attachments are hereby incorporated into this agreement:

1. Grant Application (OR-1)

2.

3.

*Fund Amount: This is the maximum amount of state funds that shall be provided on the project.

The State of Minnesota, by its delegated official, the State Planning Agency, Office of Local and Urban Affairs, (hereinafter referred to as "State") and

City of Rosemount

(hereinafter referred to as "local unit") mutually agree to perform this agreement in accordance with Minn. Laws Chap. 810 (1965); Minn. Laws, Chap. 887 (1967); Minn. Laws, Chap. 1139 (1969); Minn. Laws, Chap. 3 (Extra Session 1971); Minn. Laws, Chap. 720 (1973) and subsequent laws, rules, regulations, and guidelines of the State Planning Agency.

The following terms as used herein shall have the following definitions:

1. "Director" means Director of the Office of Local and Urban Affairs, or any representative lawfully delegated the authority to act for said Director.
2. "Funds" means those moneys made available by the State under the State Natural Resources Fund.
3. "Guidelines" means the Natural Resources Fund Grants-in-Aid Guidelines.
4. "Local Unit" means the political subdivision of the State of Minnesota that is the applicant-recipient of the grant pursuant to this agreement.
5. "Project" means the planned undertaking for outdoor recreation that is the subject of this agreement.
6. "State" means the State of Minnesota, the Office of Local and Urban Affairs of the State Planning Agency, which administers the State Natural Resources Fund program for the State of Minnesota.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree to perform this agreement as follows:

A. GENERAL PROVISIONS

1. The State agrees to distribute to the local unit the State's share of the costs of the above project, as approved by the Director.
2. The local unit agrees to execute the project herein described in accordance with the terms of this agreement. It is hereby understood that the local unit has reviewed any attached State forms and the attachments thereto and has found them acceptable.
3. The local unit further agrees that in the event that the project or any part of the project shall be determined by the State to be nonreimbursable, any State moneys already paid under this agreement by the State shall be repaid upon the demand of the State.
4. When state funds are not available for the project within one year of the date of this agreement, this agreement shall be null and void.
5. When the local unit fails to provide the maintenance required under this agreement, the State may withhold current or future payments to the local unit on any projects until the local unit complies with this provision.
6. In the event that the local unit defaults on the project, the State may maintain the project and shall be authorized to charge the local unit for the cost of maintenance. Such costs of maintenance shall constitute a debt due and owing to the State.
7. The local unit shall obtain the Director's written approval before any change is made on the project from the original recreational purpose or jurisdictional control.

B. PROJECT EXECUTION

1. The project period shall begin on the date of approval of this agreement by the Director and shall terminate 2 years from that date unless the project is extended or completed or terminated at an earlier date, in which event the project period shall end on the date of completion or termination.
2. The local unit shall complete the project in accordance with the time schedule set forth in the project proposal. Failure to render satisfactory progress or to complete this or any other project under the State Natural Resources Fund Program to the satisfaction of the Director may be cause for the suspension of all obligations of the State under this agreement.
3. Construction contracted for by the local unit for the purposes of this grant shall meet the following requirements:
 - a. Contracts for construction in excess of \$5,000 shall be awarded through a process of competitive bidding. One (1) copy of all bids and one (1) copy of the contract shall be submitted to the Director after approval of this agreement.
 - b. The local unit shall inform all bidders on contracts for construction in excess of \$5,000 that State funds are being used in the construction.
 - c. Written change orders to contracts for construction in excess of \$5,000 shall be issued for all necessary changes in the facility. The orders shall be made a part of the project file and shall be kept available for audits for three years after completion of the project. One (1) copy of the order shall be submitted to the Director.
 - d. The contractors' bonds provisions of Minn. Stat. Sect. 574.26 (1971) as amended;
 - e. The human rights provisions of Minn. Stat. Chap. 363 (1971) as amended;
 - f. The anti-discrimination provisions of Minn. Stat. Sect. 181.59 (1971) as amended and other applicable laws and regulations;
 - g. The competitive bid provisions of Minn. Stat. Sect. 471.345-471.36 (1971), as amended;
 - h. The local unit shall incorporate or cause to be incorporated into all construction contracts, a provision that the contractor shall hold the State of Minnesota, officers and employees of the State of Minnesota harmless from any liability with respect to claims for damages as a result of bodily injury, sickness, disease, death or property damage resulting from contractor's operations on the project.
4. Development plans and specifications shall be available for review by the Director upon request. The local unit shall permit periodic site visits by the Director to insure work progress in accordance with the approved project, including a final

5. The local unit shall secure completion of the project in accordance with the approved construction plans and specifications, and shall secure compliance with all applicable State and local laws and regulations.
6. In the event funds shall not be available for future stages of the project, the local unit shall bring the project to a point of usefulness agreed upon by the local unit and the Director.
7. Prior to any major change from the project proposal, the recommended change shall be submitted to the Director for his approval.
8. The project shall be located only on real property owned or leased by a local unit.

C. PROJECT COSTS

1. Project costs eligible for assistance shall be determined upon the basis of the criteria set forth in the regulations and this agreement.

D. PROJECT ADMINISTRATION

1. The local unit shall promptly submit any reports that the Director may request.
2. Property and facilities developed pursuant to this agreement shall be available for inspection by the Director upon request.
3. Any monies advanced to the local unit are "public monies" (owned by the State) and shall be deposited in a bank with FDIC insurance coverage; the balances exceeding the FDIC coverage shall be collaterally secured as provided for in 12 U.S.C. 265. SOLEMAN ROUGHANIC SERVICE UNIT ACCORDING TO NATIONAL BUREAU OF STANDARDS
4. The local unit shall use any funds received by way of advance payment from the State under the terms of this agreement solely for the project or project stage described herein.

Because one of the basic objectives of the State Outdoor Recreation Grant Fund program is to enhance and increase the State outdoor recreation resources, the local unit shall use the State funds granted hereunder consistent with those objectives. These funds shall result in a net increase in a local unit's outdoor recreation program, at least commensurate with the State cost share, and shall not be used as a replacement or substitution of a local unit's outdoor recreation funds.

E. PROJECT TERMINATION

1. A project shall commence when the local unit makes any expenditure or incurs any obligation with respect to the project. The local unit may unilaterally rescind this agreement at any time prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement consistent with law and regulations.
2. Failure by the local unit to comply with this agreement or any similar agreement may be cause for the suspension of all obligations of the State hereunder. However, such failure to comply with this agreement shall not be cause for the suspension of all of these obligations when, in the judgment of the Director the failure was not due to the fault of the local unit. In such case, the minimum costs of any irrevocable obligations properly incurred shall be eligible for funds under this agreement.
3. It shall be recognized that the benefit to be derived by the State from the full compliance by the local unit with the terms of this agreement is the preservation, protection, and the net increase in the quantity and quality of public outdoor recreation facilities and resources which are available to the people of the State. Because repayment by the local unit to the State of the funds extended under this agreement would inadequately compensate the State for any breach of this agreement by the local unit, the local unit agrees that the appropriate remedy for a breach of this agreement by the local unit shall be the specific performance of this agreement.

F. CONFLICT OF INTERESTS

1. No official or employee of the local unit who shall be authorized in his official capacity to negotiate, make, accept, or approve, or to take part in decisions regarding a contract or subcontract in connection with this project shall have any financial or other personal interest in any such contract or subcontract.
2. No person performing services for the local unit in connection with this project shall have a financial or other personal interest other than his employment or retention by the local unit in any contract or subcontract in connection with this project. No officer or employee of such person retained by the local unit shall have any financial or other personal interest in any real property acquired for this project unless such interest is openly disclosed upon the public records of the State, and the officer, employee or person has not participated in the acquisition for or on behalf of the local unit.
3. No member of the Legislature shall be allowed any share or part of this agreement, or any benefit to arise hereupon, unless such benefit shall be in the form of an agreement made with a corporation for its general benefit.
4. The local unit shall be responsible for the enforcement of these conflict of interest provisions.

G. RETENTION AND CUSTODIAL REQUIREMENTS FOR RECORDS

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained for a period of three years commencing with the date of submission of the final expenditure report, with the following qualifications:

- a. The records shall be retained beyond the three-year period when audit findings have not been resolved.
- b. Records for nonexpendable property that was acquired with State grant funds shall be retained for three years after its final disposition.
2. The Director or General Accounting Office or any duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local units and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.
3. The local unit may use any generally accepted account system that meets minimum requirements set forth in the final expenditure report to the State.

H. USE OF FACILITIES

1. The local unit shall provide suitable public acknowledgment on the project site of the use of state funds.
2. The local unit shall not at any time convert any property developed pursuant to this agreement to uses other than the public outdoor recreation uses specified in the project proposal attached, hereto, without the prior written approval of the Director.
3. The local unit shall operate and maintain, or cause to be operated and maintained, the property or facilities developed pursuant to this agreement, in accordance with the requirements of the rules. Sanitation and sanitary facilities shall be maintained in accordance with the applicable public health standards. Properties shall be kept reasonably safe for public use. Fire prevention and similar supervision shall be provided to the extent possible. Fences, surfaces, lights, supporting structures, and improvements shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage use of the project.
4. The local unit shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the type of facility.

Records Section

COMPLIANCE

The local unit shall be responsible for compliance with this agreement by any political subdivision or public agency to which funds are transferred pursuant to this agreement. Failure by the political subdivision or public agency to comply shall be deemed a failure by the local unit to comply with this agreement.

J. SPECIAL PROVISIONS

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto: Any project with an estimated total cost of more than \$25,000 (or \$2,500 if only one trade or occupation is involved) must comply with Minn. Stat. 177.42-44 which is commonly known as the Little Davis-Bacon Act. To facilitate compliance pursuant to the Statute wage determinations were prepared for different trades for each county from which labor for said project would be secured. It is the stated public policy of Minn. Stat. 177.42 as follows: "It is in the public interest that public buildings and other public works be constructed and maintained by the best means and highest quality of labor reasonably available, and that persons working on public works be compensated according to the real value of the services they perform. It is therefore declared to be the public policy of this State that wages of laborers, workmen, and mechanics engaged in State projects should be comparable to wages paid for similar work in the community as a whole." The State will not be liable for increased labor cost, errors in the rates or classifications or changes to same prior to the awarding of contracts. Information pertaining to the prevailing wage rates, prevailing hours of labor and hourly basic rates may be obtained from the Minnesota Department of Labor and Industry. Said wage rates must be posted in at least one conspicuous place for the employees working on the project. Failure to comply with the provisions of the act may subject individuals to conviction of a misdemeanor.

This agreement shall be binding on the State and local unit, and the persons whose signatures appear hereon, as authorized by statute and resolution to sign this agreement in behalf of the aforesaid local unit. In witness whereof, the parties hereto have executed this agreement as of the date entered below.

APPROVED:

STATE OF MINNESOTA

COMMISSIONER OF ADMINISTRATION

STATE PLANNING AGENCY

By

By

DIRECTOR, OFFICE OF LOCAL & URBAN AFFAIRS

Title

Date

ATTORNEY GENERAL

LOCAL UNIT

STATE OF MINNESOTA

OFFICE OF THE ATTORNEY GENERAL

By

For

CITY, VILLAGE, OR COUNTY

GILBERT S. BUFFINGTON

Special Assistant

Title

By

MAYOR OR CHAIRMAN (NAME & TITLE)

Approved as to form and execution this

Date

day of

18

By

CLERK OR AUDITOR (NAME & TITLE)

Date

STATE AUDITOR

Not Encumbered

By

SEAL AFFIXED

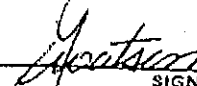
Date

For Development Project C /:

PRECONSTRUCTION CERTIFICATION

"I hereby certify that construction plans and specifications to be used in conjunction with _____ shall meet all applicable State and Local codes and current engineering practices; shall meet the requirements and standards of the Minnesota Department of Health; that health, safety, durability, and economy shall receive consideration consistent with the scope and objectives of the project; that the design shall be conscientiously prepared; that the proposed development shall be in a suitable environment and shall not unduly detract from the aesthetic value of the area; and that provisions shall be made to insure adequate supervision by competent personnel."

By



SIGNATURE

Praver & Associates Ltd.
COUNTY/MUNICIPAL ENGINEER OR ARCHITECTGeorge Watson
NAMEJune 15, 1992
DATE

Records Series Filed

S.P.S. - O.L.U.A. ORS (7-74)

Page 8 of 6 Pages

City Council Regular Meeting: November 18, 2025

AGENDA ITEM: Award Contract - Cormorant Pond Maintenance	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Jane Byron, Stormwater Specialist	AGENDA NO. 6.f.
ATTACHMENTS: Resolution, Project Map, Letter of Recommendation, Bid Summary	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to Adopt a resolution Receiving Bids and Awarding Contract for the Cormorant Maintenance Project and Two Bid Alternates, City Project 2023-14	

BACKGROUND

The Cormorant Pond Maintenance Project, Project 2023-14, proposes to excavate approximately 6,300 cubic yards of accumulated sediment from Cormorant Pond (pond 0596). This sediment removal will reduce the opportunity for it to move further downstream. Additionally, it will reduce the phosphorous levels, resulting in improved water quality in the pond. The final element of the project will extend two outlet pipes closer to the water's edge in an effort to reduce erosion and maintenance issues.

During design, approximately 2,700 cubic yards of sediment were identified as needing special disposal methods and have use restrictions. The remaining sediment has no restrictions on use for fill.

Residents adjacent to the project have had opportunities to comment on the proposed work. Two letters and a project flyer have been sent out, a project page has been established, and a project meeting was held in August 2025.

Cost and Funding:

A summary of the Bid Tabulation is shown in the table below. The low bid received was \$267,882.00 for the base bid and two alternates, \$71,272.00 below the Engineer's Estimate.

Contractor	Base Bid + All Alternates	Percentage Above Low Bid
Nadeau Companies	\$267,882.00	Low Bid
Krueger Excavating Inc.	\$299,274.00	11.72%
Frattalone Companies	\$309,596.00	15.57%
Precision Utilities	\$320,705.40	19.72%
Peterson Companies	\$324,231.50	21.04%

Engineer's Estimate	\$339,154.00	26.61%
McNamara Contracting	\$344,628.75	28.65%
Ploetz Excavating LLC	\$344,942.00	28.77%
Rachel Contracting, LLC	\$359,690.00	34.27%
Ashwill Companies	\$376,821.43	40.67%
Blakeborough Hardscapes	\$383,997.50	43.35%
Fitzgerald Excavating	\$413,437.00	54.34%
Meyer Contracting Inc.	\$435,190.41	62.46%
Winberg Companies LLC	\$463,239.60	72.93%
New Look Contracting, Inc.	\$475,787.00	77.61%
Sunram Construction, Inc.	\$504,914.00	88.48%
Bituminous Roadways Inc.	\$641,505.00	139.47%

This project will be funded using the Storm Water Utility, and the engineer's estimate of probable project cost was \$339,154.00 for the project and two alternates. WSB has confirmed that the low bidder, Nadeau Companies, is able to complete the project per the submitted bid.

Schedule:

Pending Council approval, the proposed schedule is as follows:

Construction Start	Winter 2025/2026
Substantial Completion	March 30, 2026
Restoration	May - June, 2026
Final Completion	September 30, 2026
Vegetation Establishment Maintenance	September, 2026 - September, 2027

RECOMMENDATION

Staff recommends Council adopt the attached resolution accepting the bid plus two alternates and awarding the contract to Nadeau Contracting for the Cormorant Pond Maintenance Project, City Project 2023-14.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2025 - XX

**A RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT
FOR CORMORANT POND MAINTENANCE, CITY PROJECT 2023-14.**

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

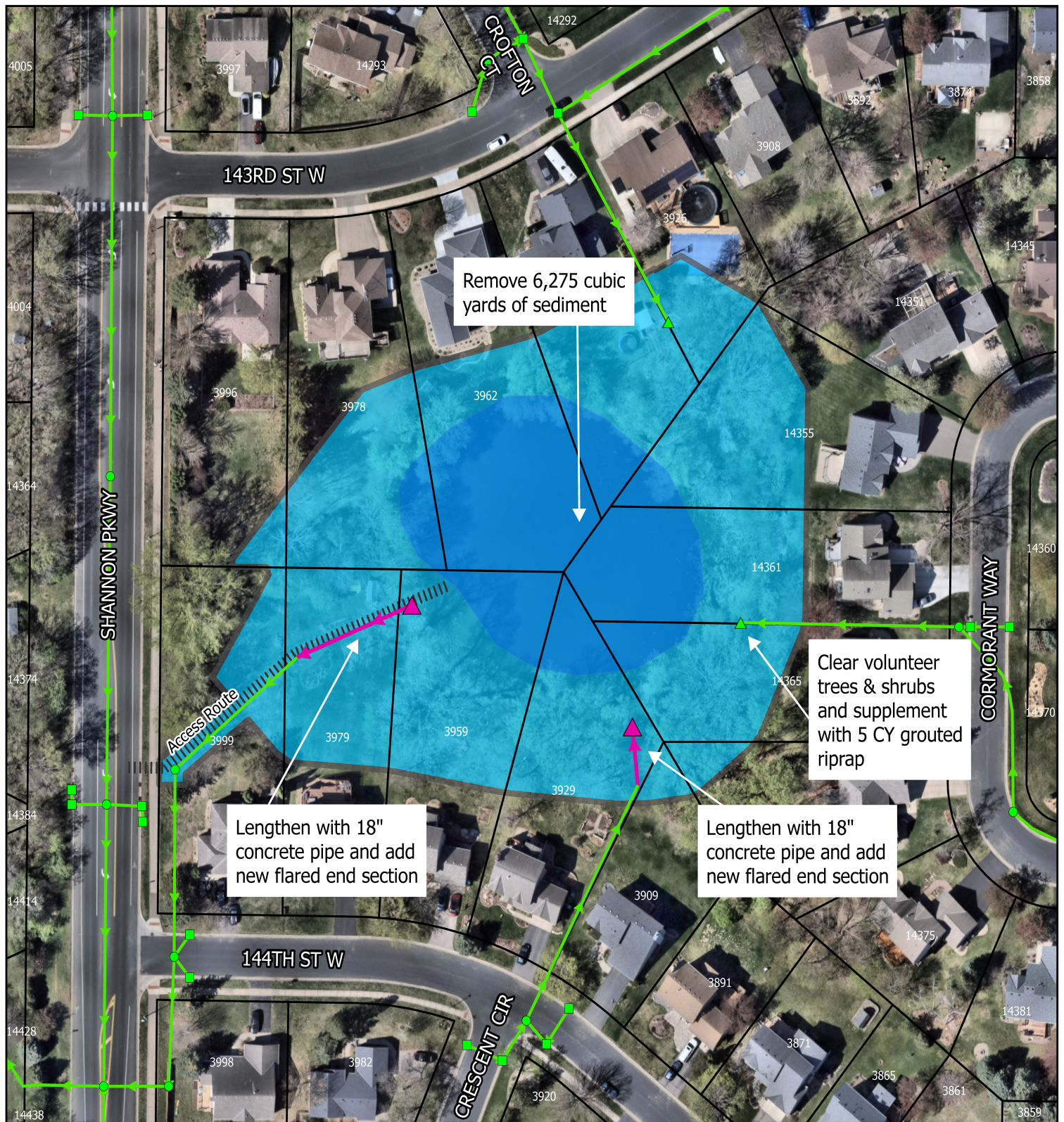
1. All bids on construction of the Cormorant Pond Maintenance Project, City Project 2023-14, are hereby received and tabulated.
2. Based on the Total Bid, the bid of Nadeau Companies of Hampton, MN in the amount of \$267,882.00 for the construction of said improvements and two alternates is in accordance with the plans and specifications and advertisement for bids and is the lowest responsible bid and shall be and hereby is accepted.
3. The Mayor and Clerk are hereby authorized and directed to enter into a contract with said bidder for the construction of said improvements and two alternates for and on behalf of the City of Rosemount.
4. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposit of the successful bidder and the next two lowest bidders shall be retained until a contract has been executed.

ADOPTED this 18th day of November, 2025.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk



Cormorant Pond

Maintenance Project

- Storm Mains - Proposed
- ▲ Storm Outlets - Proposed
- Storm Mains
- ▲ Storm Outlets
- Pond Easement
- Cormorant Pond
- Access Route
- Street Centerline



0 25 50 100
Feet



November 11, 2025

Honorable Mayor and City Council
City of Rosemount
2875 145th Street W
Rosemount, MN 55068-4997

Re: Cormorant Pond (0596) Maintenance Project
City Project No. 2023-14
City of Rosemount
WSB Project No. 031465-000

Dear Mayor and Council Members:

Bids were received for the above-referenced project on Friday, October 24, 2025, and were opened and read aloud. Sixteen bids were received. The bids were checked for mathematical accuracy. Please find enclosed the bid summary indicating the low bid for the base bid, alternate one, and alternate two as submitted by Nadeau Companies, Inc., Hampton, Minnesota in the amount of \$267,882.00. The Engineer's Estimate was \$339,154.00.

We recommend that the City Council consider these bids and award a contract for the base bid and both alternates in the amount of \$267,882.00 to Nadeau Companies, Inc. based on the results of the bids received.

Sincerely,

WSB

A handwritten signature in black ink that reads "Kendra Fallon". The signature is fluid and cursive, with the first name "Kendra" and last name "Fallon" clearly distinguishable.

Kendra Fallon, PE
Project Manager

Attachments

ams

BID TABULATION SUMMARY

PROJECT:

Cormorant Pond (0596) Maintenance Project

CITY PROJECT NO.:

2023-14

OWNER:

City of Rosemount

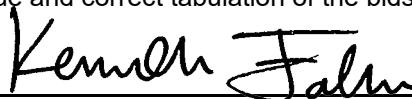
WSB PROJECT NO.:

031465-000

Bids Opened: Friday, October 24, 2025, at 10:00 am

			BID ALT 1 OUTLET PIPE EXTENSION	BID ALT 2 SE INLET EXTENSION
Contractor	Bid Security (5%)	BASE BID		
1 Nadeau Companies	X	\$220,368.00	\$29,030.00	\$18,484.00
2 Peterson Companies	X	\$248,737.00	\$40,939.50	\$34,555.00
3 Frattalone Companies	X	\$256,643.75	\$28,840.25	\$24,112.00
4 Krueger Excavating Inc.	X	\$258,060.00	\$22,562.00	\$18,652.00
5 Precision Utilities	X	\$277,214.00	\$21,849.90	\$21,641.50
6 Rachel Contracting, LLC	X	\$299,640.00	\$33,263.00	\$26,787.00
7 McNamara Contracting	X	\$308,183.75	\$20,520.00	\$15,925.00
8 Ploetz Excavating LLC	X	\$310,770.00	\$12,630.00	\$21,542.00
9 Ashwill Companies	X	\$336,485.75	\$23,055.14	\$17,280.54
10 Blakeborough Hardscapes	X	\$340,947.50	\$24,950.00	\$18,100.00
11 Fitzgerald Excavating	X	\$365,790.00	\$25,989.00	\$21,658.00
12 Winberg Companies LLC	X	\$393,419.85	\$26,573.69	\$43,246.06
13 Meyer Contracting Inc.	X	\$400,286.17	\$18,122.16	\$16,782.08
14 Sunram Construction, Inc.	X	\$418,220.00	\$33,871.00	\$52,823.00
15 New Look Contracting, Inc.	X	\$429,152.00	\$25,605.00	\$21,030.00
16 Bituminous Roadways Inc.	X	\$582,830.00	\$27,375.00	\$31,300.00
Engineer's Opinion of Cost		\$293,894.00	\$24,440.00	\$20,820.00

I hereby certify that this is a true and correct tabulation of the bids as received on October 24, 2025.



Kendra Fallon, Project Manager

Denotes corrected figure

City Council Regular Meeting: November 18, 2025

AGENDA ITEM: Resolution of Support - Dakota County Application to the Local Road Improvement Program - CSAH 46 Expansion Project	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Nick Egger, Public Works Director	AGENDA NO. 6.g.
ATTACHMENTS: Resolution	APPROVED BY: LJM
RECOMMENDED ACTION: Adopt Resolution in Support of Dakota County's Application to the Local Road Improvement Program for the County State Aid Highway 46 Expansion Project	

BACKGROUND

As one of the largest and most expensive projects in Dakota County's 2026-2030 Capital Improvement Plan (CIP), the expansion of County Road 46 to four lanes between Trunk Highway 3 and the US Highway 52 interchange is a key system improvement for which the County is ardently pursuing all available outside funding sources. To that end, the County will soon be making an application to the Local Road Improvement Program (LRIP), which presents up to \$1.5 million to recipients for assisting with road improvements that serve a regional benefit.

The City, as a party which will have vested interest in this project both physically and financially, is being asked by the County to support its application to the LRIP program. All grant dollars received from this program, as well as from other grant programs, will reduce the City's bottom line cost share amount, therefore it is prudent for the City to lend its voice of support for the County's application.

RECOMMENDATION

Staff recommends that the Council adopt the attached resolution in support of the County's application to the LRIP program.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2025 – ____

**A RESOLUTION IN SUPPORT OF DAKOTA COUNTY’S APPLICATION
TO THE LOCAL ROAD IMPROVEMENT PROGRAM FOR
THE EXPANSION OF COUNTY STATE AID HIGHWAY 46
BETWEEN TRUNK HIGHWAY 3 AND US HIGHWAY 52**

WHEREAS, Dakota County is submitting an application to the Minnesota Department of Transportation for funding through the Local Road Improvement Program to support the County State Aide Highway 46 Corridor Project From Trunk Highway 3 to US Highway 52; and

WHEREAS, the County State Aide Highway 46 Corridor Project From Trunk Highway 3 to US Highway 52 will also expand the roadway from a two-lane undivided highway to a four-lane divided highway to mitigate congestion issues created by the multiple freight generating industries in this area; and

WHEREAS, the County State Aide Highway 46 Corridor Project From Trunk Highway 3 to US Highway 52 will address multiple intersections contributing to significant safety issues on the County State Aide Highway 46 corridor; and

WHEREAS, the County State Aide Highway 46 Corridor Project From Trunk Highway 3 to US Highway 52 will also reconstruct the existing interchange of CSAH 46 and US Highway 52 with two new single-lane roundabouts to significantly reduce crash occurrence and crash severity.

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

1. The City of Rosemount Council hereby expresses its support for Dakota County’s application, County State Aide Highway 46 Corridor Project from Trunk Highway 3 to US Highway 52, to the Local Road Improvement Program.

ADOPTED this 18th day of November, 2025.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

City Council Regular Meeting: November 18, 2025

AGENDA ITEM: Declare Surplus Property — Police Department	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Carson Thomas, Interim Chief of Police	AGENDA NO. 6.h.
ATTACHMENTS:	APPROVED BY: LJM
RECOMMENDED ACTION: Staff recommends the City Council declare Surplus Property for the sale of six vehicles	

BACKGROUND

MN Statute 169A.63 gives a Police Officer the authority to seize a vehicle upon a lawful arrest of an individual who violates the statute. Once the vehicle is seized, the registered owner has the ability to pay fees to get the vehicle released.

In some cases, the registered owner is not the driver and never comes forward to claim the vehicle and in other cases the worth of the vehicle is not equivalent to the fees incurred during the incident. In either of these cases, the City of Rosemount submits the proper paperwork to the Department of Motor Vehicles to change the owner of the vehicle to the City of Rosemount. The City currently owns six vehicles which were forfeited under the law.

RECOMMENDATION

Staff recommends the City Council declare Surplus Property for the sale of six vehicles

City Council Regular Meeting: November 18, 2025

AGENDA ITEM: Approve Entry into Joint Powers Agreement with Dakota County - Connemara Trail/Akron Avenue Roundabout	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Nick Egger, Public Works Director	AGENDA NO. 6.i.
ATTACHMENTS: Joint Powers Agreement	APPROVED BY: LJM
RECOMMENDED ACTION: Staff recommends the City Council approve City Entry into a Joint Powers Agreement with Dakota County for the Connemara Trail/Akron Avenue Roundabout	

BACKGROUND

In partnership with Dakota County, the City is leading the construction of a new roundabout at the intersection of Connemara Trail and Akron Avenue that will occur in the summer of 2026. We are in the final stages of preparing to put this project out to bids, which we anticipate will occur in January. As with nearly all projects on Dakota County roads, cost-share responsibilities are laid out and governed through a joint powers agreement between parties.

In this case, with the engineering design nearly finished, the City's cost-share for this project is estimated to be \$1.3 million of the \$3.4 million overall total cost, with Dakota County having a \$1.5 million share, and Met Council Environmental Services having a \$580,000 share towards construction of a specialty sanitary sewer structure in the intersection. The City will be covering its portion of the project via use of its State Aid for Local Transportation funds received through MnDOT (gas taxes), and small amounts of utility system funds. A separate JPA between the City and MetCouncil will come forward at a later date to govern facilitation of payment by MetCouncil for that component of the project, for which MetCouncil will be responsible for 100%.

RECOMMENDATION

Staff recommends the City Council approve City Entry into a Joint Powers Agreement with Dakota County for the Connemara Trail/Akron Avenue Roundabout

JOINT POWERS AGREEMENT FOR

ENGINEERING, RIGHT-OF-WAY, CONSTRUCTION, MAINTENANCE, AND COST
PARTICIPATION

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF ROSEMOUNT

FOR

DAKOTA COUNTY PROJECT NO. 73-038

CITY PROJECT NO. 2024-12

SYNOPSIS: Dakota County and the City agree to preliminary and final design engineering, right-of-way acquisition, construction, construction inspection, maintenance and respective cost share for the installation of a roundabout at the intersection of County State Aid Highway (CSAH) 73 (Akron Avenue) and Connemara Trail in the City of Rosemount.

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

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

WHEREAS, to provide a safe and efficient transportation system, the County and the City are proceeding with County Project 73-038 and City Project 2024-12; and

WHEREAS, County Project 73-038 will include the reconstruction of the intersection of CSAH 73 (Akron Avenue) and Connemara Trail to convert the existing side-street stop condition to a single-lane roundabout (the "Project"); and

WHEREAS, to more efficiently deliver the Project, the County and the City mutually desire to partner with one another in exercising their joint powers to complete preliminary and final design, right-of-way acquisition, construction, administration, and maintenance of the Project, as well as to determine each parties' respective share of Project costs; and

WHEREAS, the County and City have included the Project in their Capital Improvement Programs and will jointly participate in the costs of said preliminary and final design, right-of-way acquisition, construction, administration, and maintenance, per the Cost Sharing Policy within the Dakota County 2040 Transportation Plan (July 2021); and

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

1. Project Administration. The City shall be the lead agency for preliminary and final design, right-of-way acquisition, construction and construction administration of the Project. Subject to the requirements below, the County and the City shall each retain final decision-making authority within their respective jurisdictions.
2. Preliminary Engineering. "Preliminary "Engineering" shall be defined as engineering work completed through preliminary layouts, which includes, but is not limited to:
 - a. Surveying and mapping.
 - b. Engineering studies and reports
 - c. Public involvement process
 - d. Environmental reports
 - e. Geotechnical information
 - f. Drainage designs
 - g. Traffic evaluation of various alternatives
 - h. Preliminary layouts (30% Plans)
3. Engineering. Engineering costs shall include the cost of preparing preliminary/final designs, plans, specifications and proposals, surveying, mapping, consultant engineering, right-of-way mapping, construction engineering, construction management, construction inspection and all related materials testing, including the cost of County and City staff time, as well as the cost of facilitating public and/or third-party agency involvement.
4. Plans, Specifications and Award of Contract. The City will prepare plans and specifications consistent with County and City design standards, State-Aid design standards and MnDOT standards and specifications. The parties' mutual concurrence with the plans and specifications is required prior to advertising for bids. Upon opening

of construction bids, the City shall share the bid information with the County for staff concurrence. Within 7 days of opening bids for the construction contract, the lead agency shall submit a copy of the low bid and an abstract of all bids together with the request for concurrence to the State and the award of the construction contract to the lowest responsible bidder. The lead agency may award the contract for construction to the lowest responsive and responsible bidder in accordance with state law. If a bid is not awarded, this Agreement shall terminate for the specific project that is not awarded, and all costs incurred as of the date of termination shall be apportioned in accordance with the terms of this Agreement. The contract construction shall be performed in accordance with approved plans, specifications and special provisions which are made a part hereof by reference with the same force and effect as though fully set forth herein.

5. Street Lighting, Trail Lighting and Maintenance Costs. Upon completion of the Project, electrical power necessary for the operation of the streetlights (including roundabout lighting, trail lighting and underpass lighting) and maintenance of the streetlights will be provided in accordance with County policies included in the current adopted 2040 Dakota County Transportation Plan Policy F.17 Street Lighting Maintenance.
6. Right-of-Way. If any easements are necessary for completion of the Project during construction, the City, as the lead agency, will undertake all actions necessary to acquire, including but not limited to, temporary highway right-of-way, wetland damage mitigation and banking, drainage and ponding, and water pollution control best management practices for the Project. The costs of acquiring any necessary right-of-way for the Project, shall be shared based on the County's and City's share of the final construction costs in accordance with the current Dakota County Transportation Plan and Cost Participation policy F.3 Right-of-Way. Any right-of-way costs for new sanitary sewer, water mains and appurtenances, and aesthetic elements outside of the right-of-way needed for the highway improvements shall be the responsibility of the City.
7. County Permits. The County will issue the City and its contractors a permit to work within the County's right-of-way allowing the City and its contractors to work on County

road right-of-way for the Project. The City, or its contractors, must secure a county permit for retaining walls and/or other structures, and any other County permits as required, and the County hereby agrees to waive the County's permit fees for the permits obtained by the City. Nothing in this Agreement or any permit issued by the County shall prevent the use of the public right-of-way by utilities, communication providers, or any other entity entitled by law to use public right-of-way. The County will process permits for utility work and other activities within the County's right-of-way.

8. Construction. Construction costs shall include all highway and roadway construction items, including removals; mobilization and traffic control, temporary widening or other measures if required as part of traffic control or project staging; mitigation as required by state and federal permits including accessibility requirements; replacement or restoration of fences, landscaping and driveways when affected by construction; replacement or adjustment of sanitary sewer, water and storm sewer systems, if required due to construction; wetland mitigation and banking; and all other construction aspects outlined in the plan except for elements as called out under this Agreement or County policies included in the current adopted Dakota County Transportation.
9. Construction Standards. All construction, including traffic control, shall be accomplished in accordance with applicable State Aid, County and City standards, specifications, and policies to the satisfaction of the County and City. The County and City reserve the right to inspect construction materials and methods as needed.
10. Municipal Construction Items. The City may elect to perform concurrent work outside what is necessary to complete the Project, such as new utility installation, utility servicing, improving adjacent streets and access modifications not required by the project. The City shall be responsible for 100% of the costs associated with the municipal items not required by the Project.
11. Cost Share. The County and City shall participate in the cost share of County Project 73-038 as follows:

- The County and City shall share responsibility 55 percent and 45 percent, respectfully, of all applicable project costs for preliminary and final engineering, right-of-way acquisition, and construction, excluding elements outlined in this agreement.
- The City shall be responsible for 100 percent of the project costs related to irrigation of the roundabout.
- The County and City shall share cost responsibilities related to aesthetics per the Dakota County 2040 Transportation Plan (July 2021 – Attachment A).

After application of all applicable cost sharing provisions of this Agreement and the Dakota County 2040 Transportation Plan (July 2021) Appendix A (Attachment A) polices F.1 through F.19, the County will participate in the Project as shown in the Opinion of Cost Participation (Attachment B) and as defined below after deducting federal and state cost participation amounts. It is understood that the Opinion of Cost Participation reflects an estimated cost share at the time of Agreement execution. Final costs will be based on actuals at the time of construction.

- F.13, Table 4 for Management - Roundabouts: which includes turn lanes, medians, shoulders, trails, sidewalks, pedestrian crossing lighting and other associated roundabout infrastructure. The 2040 Dakota County Transportation Plan Cost Share Policy section F.13 outlines a County share of up to 55% and 45% City.
- F.2 for Aesthetics: Aesthetic elements for the Project consist of decorative landscaping and plantings in the roundabout median. The County will participate up to 50 percent (50%) of the cost of aesthetic elements up to a maximum amount of three percent (3%) of the County's share (prior to application of Federal funding) of highway construction costs. Highway construction costs exclude costs for items such as right of way, storm sewer and ponding costs. The City shall be responsible for 50 percent (50%) of the costs of all aesthetic elements and 100 percent (100%) of the costs that exceed

the County's maximum participation for aesthetic elements. The responsibility for maintenance of all aesthetic elements shall be in accordance with County policies included in the current adopted Dakota County Transportation Plan.

12. Project Cost Updates. The lead agency must provide updated cost estimates showing the County and City shares of Project costs annually at the time of Capital Improvement Program development. Updated cost estimates will also be provided by the lead agency at the following times:

- At construction plan milestones (30%/60%/90%/Final)
- prior to advertising a construction contract;
- after bid opening (prior to contract award);
- during construction if total contract changes exceed \$25,000;
- once per year following the construction season until the Project is complete.

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

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

13. Payment. The City shall administer the contract and act as the paying agent for all payments to the Contractor. Payments to the Contractor will be made as Project work progresses and when certified by the City Engineer. After the construction contract has been awarded, the City shall invoice the County 95% of the County's estimated construction costs based on awarded contract amount. Upon Project completion, the City shall reconcile the final contract amount and invoice the County for any additional amount owed under this Agreement. In the event the City owes payment to the County, then the County shall invoice the City for the amount owed. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement upon receipt or within a maximum of 35 days from the presentation of the claim. If any

portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any outstanding amount will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

14. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect any of the Project's cost participation must be approved by the authorized representative of each party prior to execution of work. The City's appointed representative is Nick Egger, Public Works Director, and the County's appointed representative is Todd Howard, Assistant County Engineer, or their successors. Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.
15. Amendments. Any amendments to this Agreement will be effective only after approval by each governing body and execution of a written amendment document by duly authorized officials of each body.
16. Effective Dates for Design and Construction of Project. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after November 1, 2027.
17. Final Acceptance. Final completion of the Project must be approved by both the County and the City.
18. Pavement Maintenance. Upon acceptance of the Project, the City shall be responsible for all pavement maintenance within City-owned right-of-way. The County shall be responsible for all pavement maintenance within County-owned right-of-way unless necessitated by a failure of a City utility system or installation of new City-owned facilities.
19. Pavement Marking and Traffic Signing Maintenance. Pavement markings will be installed as applicable for the operation of the highway and intersections along the

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

20. Drainage Area and Stormwater or Drainage Facilities Maintenance. Upon final acceptance of the Project, maintenance of any drainage areas and any stormwater or drainage facilities shall be provided in accordance with the current County and City Maintenance Agreement.
21. Sidewalks and Trails. Upon final acceptance of the Project, maintenance of sidewalks and trails shall be provided in accordance with the current adopted Dakota County Transportation Plan. The County and the City shall be responsible for the costs of trail resurfacing or reconstruction in accordance with County policies included in the County's current adopted Transportation Plan.
22. Subsequent Excavation. After completion of the Project, and after expiration of the warranty period regarding repair, if excavation within the County right-of-way is necessary to repair or install water, sanitary sewer, or other City utilities, the City shall apply for a permit from the County and shall be responsible to restore the excavated area and road surface to substantially the condition at the time of disturbance. If the City employs its own contractor for the above-described water, sewer or other utility repair or installation, the City shall hold the County harmless from any and all liability incurred due to the repair or installation of said water, sewer or other municipal utility including, but not limited to, the costs of repair as well as liability to third parties injured or damaged as a result of the work. If the City fails to have the highway properly restored, the County Engineer may have the work done and the City shall pay for the work within 35 days following receipt of a written claim by the County.
23. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules, and contract administration procedures unless amended by the contract specifications.

24. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the City is responsible, including future operation and maintenance of facilities owned by the City and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. The County shall include the City as additional insured in the contract documents.

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

26. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City

relevant to this Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

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

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

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

CITY OF ROSEMOUNT
Nick Egger, PE
Public Works Director(or successor)
14041 Biscayne Ave, Rosemount,
MN 55068
Office: (651) 322-2015
nick.egger@rosemountmn.gov

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF ROSEMOUNT

RECOMMENDED FOR APPROVAL:

Nick Egger, Public Works Director

By _____
Jeffery D. Weisensel, Mayor

(SEAL)

By _____
City Attorney

Date _____

By _____
Erin Fasbender City Clerk

Date: _____

COUNTY OF DAKOTA

RECOMMENDED FOR APPROVAL:

County Engineer

By:_____
Physical Development Director

Date:_____

COUNTY BOARD RESOLUTION

No. 25-362 Date: 7/29/25

Dakota County Contract #DCA23363

PP.18 Hazardous Wastes and Materials

Manage hazardous wastes and hazardous materials in accordance with Dakota County Ordinance No. 111, Hazardous Waste Regulation, and applicable state and federal hazardous waste and hazardous materials regulations.

PP.19 Storm Water Pollution Prevention Plan

Prepare a Storm Water Pollution Prevention Plan (SWPPP) for transportation construction projects in conformance with MPCA permit requirements and develop soil erosion control plans and practices for transportation projects. Work with local watersheds to implement their plans to clean, infiltrate and manage water.

PP.20 State and Federal Requirements

Adhere to state and federal requirements in soliciting comments regarding construction of the transportation network.

PP.21 Minnesota Data Practices Act

Make available to the public all policies, guidelines and plans concerning highways consistent with the Minnesota Data Practices Act.

PP.22 Capital Improvement Program - Agency Involvement

Involve affected units of government, transit providers and other partners in the annual development of the CIP.

PP.23 Multi-Disciplinary Work Teams

Solicit input from and involve all interested parties in the planning and design of transportation projects to properly reflect community and environmental values.

PP.24 Manage the Adopt-a-Highway Program

Manage a program whereby the public can adopt segments of the county highway system to assist in keeping the highway right-of-way clean.

Goal 1: Limited Resources are Directed to the Highest Priority Needs of the Transportation System

F.1 Cost Participation - Roadway

For cities with populations over 5,000, the county will participate in engineering and construction costs for county highway and associated improvements as defined in Table 4 after deducting federal and state cost participation amounts, for the following cost-shared items, individually or in combination, for projects included in the adopted County CIP:

1. Highway construction.
2. Mitigation required by local, state and federal permits, including accessibility requirements.
3. Eligible storm sewer and other drainage facilities based on contributing flows meeting State Aid sharing factors.
4. Replacement or restoration of fences, landscaping, and driveways when affected by construction.
5. Centerline drainage culverts.
6. Existing traffic signals as part of a roadway project.

7. Replace or adjust sanitary sewer, water, and storm sewer systems, if required due to county highway construction.
8. Replace or adjust privately owned public utilities when utilities exist within privately held easements.
9. Eligible water pollution control best management practice items based on the county's share of contributing flows and meeting National Pollution Discharge Elimination System (NPDES) standards such as outlet structures, sedimentation basins and ponds, and temporary erosion control. This includes recognition of the best management practices and systems necessary to meet all local, county, state or federal storm water treatment requirements.
10. Trail and sidewalks along county highways including pedestrian crossing improvements such as beacons, median refuges and bump outs, and overpasses or underpasses, including the Transportation share of greenway crossings, as deemed necessary by the county for safe accommodation of pedestrians and bicycles in the highway right-of-way.
11. Lighting of sidewalks and trails adjacent to county highways in marked school zones and pedestrian crossings in county highways right-of-way.
12. Transit infrastructure improvements on highways, including bus pullouts, bus shelter pads, and other pedestrian facilities determined necessary to support transit.

The county will be responsible for 100 percent of the costs of existing pavement retained and/or rehabilitated through mill and overlay, resurfacing, reclamation, or other methods, as part of the final project. Applicable cost share policies will be applied to all other new construction or reconstruction involving excavation, installation, and placement of other new or reconstructed infrastructure. All other maintenance responsibilities not stated within a policy are county responsibilities. This policy (F.1) also is applied to the county highway portion of trunk highway projects.

Cost Share Policy

Investment Goal Activities by County/City Share

Dakota County Highway Cost Share Policy Overview

Please refer to individual policies for specific details.

Investment Goal	Activities	County Share	City Share	Comments	Cost Share Policy
Preservation	Paved Highway Surface Gravel Highway Surface Bridge Rehabilitation Traffic Safety and Operation Pedestrian and Bicycle Facilities Retaining Wall Rail Crossings	100%	0%		F.17 F.8
	Storm Sewer Maintenance	up to 80%		Up to 80% County for leads and up to 80% City for mainline	F.7
Management	Small Safety Projects	up to 100%			F.15
	Roundabouts	up to 85%	15%	+15% City share per City leg	F.13
	New Traffic Signals	55%	45%		F.4
Replacement and Modernization	Highway Replacement Bridge Replacement Gravel Road Paving Lane Reductions 2- to 3-Lane Modernization	85%	15%	Includes improvements such as turn lanes, medians, shoulders, trails, sidewalks and school zone and pedestrian crossing lighting. Does not include additional through lanes, small safety projects, traffic signals or interchanges.	F.1 F.2 F.3 F.19
	Signal Replacement and Modernization	up to 100%		Cost split per leg	F.4
Replacement and Modernization and Expansion	Aesthetics	up to 3%		Up to 3% of construction cost	F.2
Expansion	Principal Arterials - non-Freeway	85%	15%	Does not include small safety projects, traffic signals or interchanges	F.1 F.2
	10-ton Routes and 6-lane -1/2 mile spacing	75%	25%	Does not include small safety projects, roundabouts, traffic signals or interchanges	F.3 F.14
	All Other Expansion Projects	55%	45%		
	Interchanges	avg. legs		Average of legs	

Table 4.

NOTE: The county is responsible for operation, maintenance and power cost for enhanced or dynamic signing unless otherwise noted.

F.2 Cost Participation - Aesthetic

Participate in aesthetics up to three percent of the county share of highway construction costs (excluding right-of-way, bridges, ponds, and storm sewers) prior to application of federal, state, or jurisdictional transfer funds. The county share of aesthetic participation may not exceed the local cost share for aesthetics. Aesthetics may include landscaping, plantings, decorative pavements, surface treatments, or decorative fencing. The county will not participate in aesthetics on preservation or management projects.

Aesthetic elements are subject to clear zone and sight line requirements, may not hinder normal maintenance operations, or degrade safety or operation of the highway, including trail or sidewalk facilities. The county will not participate in additional right-of-way necessary for only aesthetic enhancements. The local agency is responsible for maintenance of all aesthetic elements. Failure to maintain aesthetic elements may result in the local agency no longer being eligible for aesthetic funding participation. The county reserves the right to remove non-maintained aesthetic elements and recover costs from the local agency.

F.3 Cost Participation - Right-of-Way

For cities with populations over 5,000, the county will participate in the cost of right-of-way for county highway and associated improvements as defined in Table 4 for existing highways where right-of-way is required for:

1. The construction of items described in F.1, (1-11), F.4 (Traffic Signals), and F.13 (Roundabouts) provided city land use decisions have supported right-of-way needs in the corridor.
2. The county's portion of storm sewer and other drainage facilities based on contributing flows meeting State Aid sharing factors.
3. The county portion of water pollution control best management practice items based on the county's share of the contributing flows and meeting NPDES standards. This includes recognition of the best management practices and systems necessary to meet all local, county, state or federal storm water treatment requirements.

F.4 Cost Participation – Traffic Signals

Traffic signals on county highways including construction costs for attached streetlights, interconnection, pre-emption, etc., will be eligible for the following county engineering and construction item participation after subtracting federal and/or state funds as follows:

1. New traffic signal installation, both independent installations or when included with a broader highway project, up to 55 percent county funds.
2. Existing traffic signal replacement or modernization including operational revisions for independent intersection projects such as flashing yellow arrows and pedestrian indications up to the percentage of intersection approach legs under county jurisdiction.
3. 100 percent of traffic signal removals and any directly associated intersection revision construction costs as independent or included in a broader highway project.
4. County standard for signal poles is galvanized. Initial painting and maintenance re-painting costs are aesthetic and is at city cost.

F.5 Cost Participation Involving Federal and State Funds

Subtract from the county eligible project costs, funds received from regional federal solicitation, Trunk Highway Fund, Trunk Highway Jurisdictional Transfer Fund, or federal or state grants, with the balance of remaining costs divided according to applicable county policies.

F.6 Cost Participation for Populations Less Than 5,000

Pay all costs for eligible construction and reconstruction for county highway improvements in cities with populations less than 5,000 and all townships.

F.7 Cost Participation for Storm Sewer System Maintenance

Share the cost of city maintenance of the following elements of county transportation facility storm water drainage systems:

1. Roadway catch basins and pipes connecting catch basins to mainline pipes are eligible for up to 80 percent county participation, or the county share of contributing flows, whichever is less.
2. Mainline pipes at a minimum of 20 percent or the county's share of contributing flows, whichever is greater.
3. Storm water treatment and mitigation facilities based on the county's share of contributing flows.

4. To be eligible for county participation, a system-wide maintenance agreement between the county and local agency will be required to identify system-wide storm water roles and cost responsibilities. These cost share agreements are for actual repair and replacement projects and not for routine maintenance activities such as cleaning.
5. To be eligible for county participation, storm sewer repair and maintenance projects must be included in the currently adopted CIP or be approved by the county prior to incurring costs.

F.8 Multi-Use Trails and Sidewalk Maintenance

Participate in pavement preservation, overlay, or reconstruction of trails and sidewalks along the county highway system up to 100 percent. The city is responsible for snow and ice removal. To be eligible for county participation in trails and sidewalks, a system-wide maintenance agreement between the county and local agency will be required to identify system-wide trail and sidewalk roles and cost responsibilities.

F.9 Transit Capital and Operating

Consider participation in transit capital and operating enhancements, or pilot projects, up to 50 percent after application of federal or state funds available for the project as determined by the county.

F.10 Tax Increment Financing (TIF) Costs

Subtract from the county eligible project costs, the costs of highway improvements or other highway costs (e.g. turn lanes, traffic controls, etc.), which are, in the determination of the county, the result of tax increment financing plan or an amendment to a TIF plan with the balance of costs divided according to policies. County Board resolution is required for any significant deviation from this policy.

F.11 Township Allotment Fund

As requested by the township and approved by the County Engineer, use the "township allotment" to fund:

1. 50 percent of township road or bridge construction projects.
2. Intersection lighting of county highways, including energy costs. (Energy costs will be submitted on an annual basis.)
3. Sign replacement funding.

F.12 Capital Improvement Program

Annually prepare and review the five-year Transportation, Transportation Sales and Use Tax and Regional Railroad Authority CIP's.

F.13 Cost Participation – Roundabouts

Participate up to 85 percent of the costs for eligible engineering and construction items, including streetlights and other features determined as necessary for operation, for roundabouts as described in Policy F.1. as follows:

- o County Intersections: 25 percent base level of participation plus 15 percent for each county approach leg of the intersection.
- o Trunk Highway Intersections: 85 percent for each county leg of the intersection after application of federal and/or state funds.

The county does not participate in strictly aesthetic elements for roundabout projects.

F.14 Cost Participation – Future County Road Segments

At county discretion, participate in the construction and engineering costs in accordance with F.1 for constructing local roadways that are identified as future county highway segments to county standards, over and above the costs that would have been incurred to construct the segment to city collector street standards.

F.15 Cost Participation – Small Safety Projects

The county may participate up to 100 percent of the engineering and construction costs of the following project types based on county review or prioritization to improve the safety of the transportation system, provided that they would not otherwise be included in a larger management, replacement and modernization or expansion project, or permit request:

1. Median closures or modifications;
2. Access closures or modifications;
3. Streetlights at intersections, marked pedestrian crossing locations and lighting along county highway trails within school zones with demonstrated safety benefit based on county evaluation – Participate up to 100 percent for power and maintenance costs;
4. Turn lanes or channelization at the intersection of two county highways;
5. Pedestrian crossing improvements including median refuges, bump outs, and pavement markings;
6. Guardrail Installation; and
7. ADA required safety improvements including curb ramps, sidewalk and bus shelter pads, and sidewalk connections within county highway right-of-way.

F.16 Cost Participation – Local Roadway System

The county may participate up to 85 percent, as defined on Table 4, of the costs for construction of local roadways necessary to directly mitigate physical, safety or operational deficiencies on the county highway system. Actual participation amount shall be based on the quantifiable benefit to the county highway system, as determined by the county based on engineering study. Local roadway construction costs that will be considered include:

1. Costs associated with relocation and construction of portions of the local roadway system to provide for its continuity and operation at a level that approximates its condition prior to construction of a county highway project.
2. Costs associated with improvements necessary to adequately accommodate county highway traffic detoured onto a local roadway during county highway construction.
3. Costs to improve local roadways to adequately accommodate traffic turning from the county highway onto a local roadway due to the addition of turn lanes on the county highway.
4. Costs directly associated with removal or consolidation of existing access to the county highway system.
5. Costs associated with construction of a local roadway that directly mitigates an existing county highway safety or operational issue or directly eliminates or significantly delays the need to expand the county highway system.

F.17 Traffic Signal and Street Lighting Power Costs and Maintenance Responsibilities

Participate in the maintenance and power costs for new and replacement traffic signals and standard streetlights as follows. Aesthetically enhanced and decorative streetlights are subject to Policy F.2.

- A. New and Replacement

- a. Installation (New and Replacement) Streetlights at intersections, marked pedestrian crossing locations and lighting along county highway trails within school zones with demonstrated safety benefit based on county evaluation – Participate up to 100 percent for power and maintenance costs.
 - b. Street lighting at roundabouts – The county will be responsible for power costs and maintenance on county-county and state-county intersection roundabouts and the city will be responsible on city-county intersection roundabouts.
 - c. Street lighting, maintenance and power costs for traffic signals – The county will participate in power costs for traffic signals including the streetlight up to the percentage of intersection approach legs under county jurisdiction. The streetlights must be energy saving and connected to the service cabinet. Street lighting is the luminaire, pole and all wiring located above the signal mast arm. The city is responsible for maintenance of streetlights and all costs for unmetered services. Painting maintenance of streetlights for signals is 100 percent city responsibility.
- B. Existing
- a. Energy saving light retrofits - The county does not participate. Cities may elect to retrofit streetlights at their cost and by permit through the county.

F.18 County Advanced Funding for City Cost Participation

The county will consider advancing the local share of a project, consistent with adopted county cost participation policies, in the approved CIP's by agreement with the city involved when all the following criteria are met:

1. The county determines there is a need on the county transportation system that should be addressed sooner than city funding allows.
2. The county has the available funds to pay the city cost share at the time the cost will be incurred.
3. The city submits a request to the county explaining the reason(s) for the county to advance fund their share.
4. The plan for city repayment is defined in an agreement between the city and county.
5. County advance funding is limited to a maximum 3-year period.

F.19 Left Turn Lane/Access Permit Process

In cities over 5,000 in population, the county will participate up to 85 percent of one half (42.5 percent) of the engineering, right-of-way and construction costs for left turn lanes required by the county through the access permitting process on high speed, two-lane, undivided county highways to accommodate a new access across from an existing access that does not have an existing left turn or bypass lane. For locations in cities under 5,000 in population or townships, the county may participate up to 50 percent of the engineering, right-of-way and construction costs.

Goal 2: Preservation of the Existing System
--

P.1 Bridge Inspection and Maintenance

Perform inspection and maintenance of bridges in compliance with state statutes, MnDOT, and federal requirements.

Dakota County Project No. 73-038, City Project No. 2024-12

Cost Split

County	55%
City of Rosemount	45%

4-Nov-25

	Executed Contract Amount
	Estimated Amount
	Insert CIP Budget Amount f

Dakota County Project No. 73-038, City Project No. 2024-	CIP Programmed Budgets	Total (Estimated if not known)	Dakota County (55%)	City of Rosemount (45%)	City of Rosemount (100%)	Met Council (100%)	Comments
Preliminary & Final Design (55/45)							
- Kimley Horn (Preliminary and Final Design)		\$ 317,496	\$ 174,623	\$ 142,873	NA		
- Kimley Horn (Final Design Amendment 1)		\$ -	\$ -	\$ -	NA		
-Wetland Credits		\$ -	\$ -	\$ -	NA		No wetland credits necessary
- American Engineering (Geotechnical Exploration)		\$ 7,917	\$ 4,354	\$ 3,563	NA		
-Public Engagement Mailing/Advertisement		\$ -	\$ -	\$ -	NA		Included in the overall contract.
Design Totals		\$ 325,413	\$ 178,977	\$ 146,436	\$ -	\$ -	
Right of Way (55/45)							
- Kimley Horn or Subconsultant (Appraisals, O&E, ROW Specialist)		\$ 12,209	\$ 6,715	\$ 5,494	NA	NA	\$12,209 includes all ROW professional services (Appraisals, O&Es, first offers, etc.)
-R/W (Settled Parcels)		\$ 1,800	\$ 990	\$ 810	NA	NA	
-R/W (Unsettled)		\$ -	\$ -	\$ -	NA	NA	All parcels settled. Cell will remain \$0
-Commissioners Time		\$ -	\$ -	\$ -	NA	NA	All parcels settled. Cell will remain \$0
-Utility Relocations		\$ -	\$ -	\$ -	NA	NA	No anticipated utility reimbursements needed. Cell to remain \$0
-County Attorney Time		\$ -	\$ -	\$ -	NA	NA	All parcels settled. Cell will remain \$0
Right of Way Totals		\$ 14,009	\$ 7,705	\$ 6,304	\$ -	\$ -	
Construction (55/45)							
-Construction Estimate (90% Plans)		\$ 2,263,514	\$ 1,203,597	\$ 984,762	\$ 75,155	\$ 580,750	
- Consultant Inspection (Kimley Horn From original contract)						TBD	*Additional Kimley Horn construction management costs will be incurred due to Met Council utility coordination. Costs associated with Met Council construction inspection will be reimbursed through Met Council & Rosemount agreement.
		\$ 42,000	\$ 23,100	\$ 18,900	NA		
-Incentives (1%)		\$ 22,635	\$ 12,449	\$ 10,186	NA		
-Mn/Dot Testing (0.8%)		\$ 18,108	\$ 9,959	\$ 8,149	NA		
-Permits		\$ -	\$ -	\$ -	NA		
Construction Totals		\$ 2,346,257	\$ 1,249,106	\$ 1,021,996	\$ 75,155	\$ 580,750	
Dakota County Labor Costs (55/45)							
County Eng/Admin - DESIGN (5%)		\$ 15,875	\$ 8,731	\$ 7,144	NA	NA	
County Eng/Admin - R/W (10%)		\$ 1,221	\$ 671	\$ 549	NA	NA	
County Eng/Admin - CONST. (0.5%)		\$ 11,318	\$ 6,225	\$ 5,093	NA	NA	
DC Labor Totals		\$ 28,413	\$ 15,627	\$ 12,786	\$ -	\$ -	
City of Rosemount Labor Costs (55/45)							
City Eng/Admin - DESIGN (15%)		\$ 47,624	\$ 26,193	\$ 21,431	NA	NA	
City Eng/Admin - R/W (15%)		\$ 1,831	\$ 1,007	\$ 824	NA	NA	
City Eng/Admin - CONST. (2%)		\$ 45,270	\$ 24,899	\$ 20,372	NA	NA	
Rosemount Labor Totals		\$ 94,726	\$ 52,099	\$ 42,627	\$ -	\$ -	
COLUMN TOTALS	\$ -	\$ 2,808,819	\$ 1,503,515	\$ 1,230,149	\$ 75,155	\$ 580,750	

Dakota County Total	\$ 1,503,515
City of Rosemount Total	\$ 1,305,304
Met Council	\$ 580,750

PROJECT TOTALS	\$ 2,808,819	\$ 580,750
Grand Total (Including Met Council)	\$	3,389,569

City Council Regular Meeting: November 18, 2025

AGENDA ITEM: Approve Agreement with Xcel Energy related to Emerald Hill Path	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 6.j.
ATTACHMENTS: Consent to Improvements	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to Approve Consent to Improvements agreement with Xcel Energy related to work for Emerald Hill Path	

BACKGROUND

On November 6, 2023, SKB Environmental received approval for the SKB ROSEMOUNT 2nd Addition final plat. As part of the approval, SKB was to design and construct a local street known as Emerald Hill Path which will relocate the entrance to their site from Minnesota Trunk Highway 55 onto this new street. This eliminates truck queuing along TH 55 and improves safety along that highway.

As part of the construction, there will be some grading performed within the right of way for Ehlers Path in order to manage the drainage. There is also an Xcel Energy transmission line easement over the grading area, and there are two poles that are near or within the planned grading. As a result, Xcel is requiring a Consent to Improvements agreement be executed with the City of Rosemount to ensure that their facilities are properly protected.

The city attorney has reviewed this agreement and had only one comment. The agreement requires appropriate insurance coverage and naming of Xcel Energy as additional insured. Staff will ensure that this is properly completed prior to releasing the agreement for further signatures and recording.

RECOMMENDATION

Staff recommends the Council approve the Consent to Improvements agreement with Xcel Energy.

(RESERVED FOR RECORDING DATA)

RETURN TO: Xcel Energy Siting & Land Rights, Seth Wight 414 Nicollet Mall, 06 Minneapolis, MN 55401

CONSENT TO IMPROVEMENTS

Line No. 5524

Township 115 North, Range 18 West, Sections 20 & 29

Name: SKB Environmental, Inc.
& City of Rosemount

THIS CONSENT TO IMPROVEMENTS (this “Consent”), dated the ___ day of _____, 2025, is made by and between “**SKB Environmental, Inc.**” and “**City of Rosemount**”, their heirs, successors, and assigns (“Requestor”) and Northern States Power Company, a Minnesota Corporation, herein referred to as “Xcel Energy”, having an office and place of business in the City of Minneapolis, County of Hennepin, State of Minnesota.

WITNESSETH

WHEREAS, Xcel Energy obtained certain rights to construct and maintain facilities for the distribution and transmission of electrical energy in, over and across the following described property owned by Requestor (the “Premises”), by that document dated May 15, 1996, and recorded on April 13, 1998, in the Office of the County Recorder, Dakota County, MN, as Document No. 1491241 (page 31) (the “Easement”).

Premises: *SKB ROSEMOUNT 2ND ADDITION according to the recorded plat thereof, Dakota County, Minnesota.*

WHEREAS, Requestor has applied to Xcel Energy for permission to use a portion of the Easement to construct **a new road, designated as “Emerald Hill Path”**, hereinafter referred to as (the “Easement Area”). The Easement Area affected by this Consent is shown on Exhibit “B”, attached hereto.

NOW THEREFORE, in consideration of the promises exchanged herein, the parties for themselves and their respective successors and assigns agree as follows:

1. Xcel Energy consents to Requestor’s use of the Easement Area for the purposes described in Exhibit “A”, attached hereto and made a part hereof, subject to Requestor’s strict compliance with the terms set forth herein.
2. The Requestor acknowledges that it has inspected the Easement Area and determined it to be suitable for the uses described in Paragraph 1 above. Requestor agrees that it is not relying on any oral or written representation of

Xcel Energy concerning the Easement Area (including but not limited to dimensions, soil conditions, environmental conditions, and municipal restrictions, or use by adjoining or third parties).

3. No future work beyond what is covered in Exhibit A shall be conducted on the Easement Area until Requestor has received written approval from Xcel Energy. As a condition to approval, Requestor shall submit detailed plans of the work and a description of work procedures. Xcel Energy's approval of any work or work procedures merely indicates its consent to the proposed activities and does not constitute a representation or warranty concerning the suitability, prudence, effectiveness, or propriety of the proposed activities.
4. Prior to commencing work, Requestor shall designate a representative who will supervise the work, be present during all work, and be authorized to control and, if necessary, suspend the work.
5. Requestor shall immediately suspend its work if requested by Xcel Energy. In the event that Requestor fails to strictly comply with the terms of this Consent, and upon such suspension, the parties shall consult in an effort to cure such noncompliance so that the Requestor may resume its activities.
6. Requestor shall not at any time use or store any pollutant or hazardous material within the Easement Area, and shall at all times maintain the Easement Area in a safe and lawful condition.
7. Requestor shall, at its sole cost and risk, obtain all permits, consents or approvals required for its occupancy and use of the Easement Area. Upon Xcel Energy's request, Requestor shall provide evidence reasonably satisfactory to Xcel Energy that all required consents or permits are in force for Requestor's use of the Easement Area.
8. As part of Xcel Energy's business operations, Xcel Energy shall have the right, at any time and without liability or compensation to Requestor, to use the Easement Area to install, use, repair, maintain, relocate or remove facilities that presently exist or may in the future be located within the Easement Area.
9. INDEMNITY. Requestor shall indemnify, defend and hold Xcel Energy, its agents, employees, and affiliates harmless from any cost, liability, damage, loss, claim, action or proceeding whatsoever for injury to persons (including death) or damage to property to the extent arising from Requestor's exercise of the rights granted in this Consent.
10. Unless otherwise provided for as part of the conditions for approval, throughout the time Requestor is conducting work on the Easement Area, Requestor shall ensure that any contractor conducting said work shall maintain and upon reasonable request provide evidence to Xcel Energy of insurance coverage at least equivalent to the following or Requestor shall provide, at Requestor's expense, the following coverage:
 - a. Worker's Compensation at statutory limits with Employers Liability coverage of at least \$100,000 limits if such party is at any time during the term of this Consent subject to the requirements of any applicable law governing worker's compensation.
 - b. Comprehensive General Liability Coverage, (including blanket contractual liability) against claims for bodily injury, death and property damage, including environmental damage, arising out of such party's operations, affording combined single limit protection of One Million Dollars (\$1,000,000) with respect to personal injury or death and property damage, including environmental damage.

To the extent that liabilities are expressly assumed by Requestor hereunder, all policies shall be endorsed to (1) name Xcel Energy and its directors, officers, employees and affiliates as additional insured with respect to any and all bodily injury and/or property damage caused by Requestor, and (2) to require thirty (30) days written notice be given to Xcel Energy prior to any cancellation or material changes in the policy.

[The balance of the page is left intentionally blank]

IN WITNESS WHEREOF, the parties have caused this Consent to be executed on the date aforementioned.

REQUESTOR:

NORTHERN STATES POWER COMPANY,
a Minnesota corporation

Name: SKB Environmental, Inc.

Peter D. Gitzen, Manager
Siting & Land Rights
Xcel Energy Services Inc.
an Authorized Agent for
Northern States Power Company

Name: City of Rosemount

STATE OF _____)
) ss.
COUNTY OF _____)

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

(Stamp)

Notary Public
My Commission Expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

(Stamp)

Notary Public
My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Peter D. Gitzen, Manager, Siting and Land Rights, Xcel Energy Services, Inc., as an authorized agent for Northern States Power Company, a Minnesota corporation, on behalf of the corporation.

(Stamp)

Notary Public
My Commission Expires: _____

This Instrument Drafted By: Seth Wight, an employee of Xcel Energy, 414 Nicollet Mall, Minneapolis, MN 55401

EXHIBIT “A”

SCOPE OF PROJECT.

This project consists of a new road, designated as “Emerald Hill Path,” to be constructed through the aforementioned Premises, including bituminous paved surface, curbs, and watermain connections. The right of way will be 80’ wide. Emerald Hill Path will traverse Xcel Energy’s 5524 transmission line easement near where it connects to Ehlers Path at its southern terminus. No trees will be planted alongside the road within the Easement Area. Project plans have been developed by Stantec Engineering, pages of which are included with and incorporated into this Consent agreement as Exhibit “B”.

Xcel Energy plans to install street lighting along the road during construction; these plans are not included as part of this Consent agreement.

The proposed project meets Xcel Energy’s standards, provided the following conditions are adhered to:

(1) Excavation close to structure location.

A minimum distance of **20** feet of supported earth must be maintained from any part of the line structure. Support of the ground beyond the **20** feet may be provided by a slope no greater than three feet horizontal to one foot vertical. Support may also be provided by the use of cribbing, sheet piling, retaining wall or tunneling. The specific plan for providing the required support and the excavation plan for the proposed project must be submitted to Xcel Energy for review and approval prior to construction start.

(2) Grade change around structure location.

Fill around or above the structure is not permitted. The grade around the structures must provide for surface water runoff – no surface water ponding around structures will be permitted. Any cost related to the adjustment of Xcel Energy’s facilities will be at the requestor’s expense.

(3) Grade change within easement.

The ground elevation within the Easement Area shall not be increased above the existing grade, and any grade change will be greater than 20’ from any Xcel Energy transmission structure. Stockpiling of soil and/or material within the Easement Area will not be permitted. Any proposed grade changes required for the site driveway must be reviewed and approved by Xcel Energy prior to the start of construction.

(4) Clearances to equipment and workers – Line 5524 (115-kV)

Any construction activities occurring near the transmission line(s) shall comply with all OSHA Safety Clearances. If these clearances cannot be maintained, the contractor or developer must request a line outage by calling Xcel Energy's System Operations Department. Outages are not guaranteed. If an outage is possible, adequate advanced notice must be provided in order to schedule the line outage.

- The applicable clearance value for Cranes & Equipment from Table 1 below, according to the specific voltage, is required at all times between the energized electrical conductors and any cranes or equipment used in construction activities.
- The applicable clearance value for Unqualified Workers from Table 1 below, according to the specific voltage, is required at all times between the energized electrical conductors and construction workers.

Disclaimer:

Ultimately, it is the responsibility of the worker to verify the provided OSHA clearances are current and accurate, and to adhere to such clearances. Xcel Energy accepts no liability for any incorrect or out of date clearances values, or misuse of the clearance values.

OSHA Website: <https://www.osha.gov/laws-regs/regulations/standardnumber>

Table 1: Minimum approach distances for equipment and unqualified workers performing work near power lines

Maximum System Operating Voltage ^a (V = Volts, kV = Kilovolts)	Cranes & Equipment Doing Work ^b		Unqualified Workers ^{g, h}
Operator Requirements	Qualified ^c	Qualified ^c	-
Minimum Safeguards	Proximity alarm, or unqualified spotter, or range control device ^d	Mark Boundary ^{e, f}	-
up to 750 V	10'-0"	20'-0"	10'-0"
up to 50 kV	10'-0"	20'-0"	10'-0"
69 kV	15'-0"	20'-0"	10'-9"
115 kV	15'-0"	20'-0"	12'-5"
138 kV	15'-0"	20'-0"	13'-3"
161 kV	15'-0"	20'-0"	14'-0"
230 kV	20'-0"	20'-0"	15'-5"
345 kV	20'-0"	20'-0"	20'-5"
500 kV	25'-0"	50'-0"	26'-9"

Table 1 Footnotes:

- a** Operating voltage may be AC or DC, phase-to-phase, or phase-to-ground. An unqualified worker is not expected to be able to distinguish.
- b** Per OSHA Table A, 29 CFR 1926.1408.
- c** Must be qualified per OSHA 29 CFR 1926.1408(g).
- d** Must meet requirements per OSHA 29 CFR 1926.1407 and OSHA 29 CFR 1926.1408(b), use one of the following: (1) a proximity alarm, (2) a dedicated spotter, (3) a device that automatically warns the operator when to stop movement, such as a range control warning device, (4) a device that automatically limits range of movement, set to prevent encroachment, or (5) an insulating link/device.
- e** Per OSHA 29 CFR 1926.1408(a)(2)(ii), and 1926.1409(a), use minimum controls boundary
- f** Per OSHA 29 CFR 1926.1408 (a)(1)(i), mark boundaries at or outside your MAD with items such as flags or range limit/range control warning devices. The operator must not operate the crane beyond those boundaries.

- g** This includes any worker not in a vehicle, such as workers performing work on the ground, or on elevated platforms or scaffolding. Includes allowance for worker's reach and reach with conductive objects.
- h** Clearance values determined according to OSHA 1910.333(c)(3)(i)(A)(2).

The OSHA requirements in this section must be included on the plan sets and specifications given to contractors.

(5) Building on easements.

There shall be no additional permanent or temporary buildings allowed within the Easement Area, without prior written approval from Xcel Energy.

(6) Fuel and refueling on easements.

There shall be no fuel tanks stored or refueling of vehicles and equipment within the Easement Area.

(7) Streetlights and signs on easements.

If there are to be streetlights, signboards, identification signs or any other type of non-building structure within the Easement Area, detailed plans must be submitted to Xcel Energy prior to construction for review and approval to verify compliance with electrical code clearances prior to construction start. Xcel Energy has reviewed and approved Requestor's plans to install a stop sign and street name sign along the east and west sides of Emerald Hill Path at its intersection/terminus with Ehlers Path.

Metallic structures must be properly grounded. The same working clearance criteria as stated in paragraph (4) also applies, for equipment used to erect and install light standards, sign boards, etc. Any metallic structure, pole, wire or item placed in the vicinity of a high-voltage transmission line will have the potential to become electrically charged due to electrical induction. The development of an electric charge results in a potential difference between the metal installation and the ground, which can result in electrical shocks when the item is touched. Placement of such metallic installation should take into consideration the shock potential during the; construction, intended use AND future maintenance activities. Items which become charged must be connected to a grounding rod or grounding system to prevent shocks.

(8) Notification.

Prior to the start of construction and following project completion, the requestor or contractor must notify Xcel Energy. Please contact Seth Wight at (612) 342-8926, or by email at seth.j.wight@xcelenergy.com

It is the express condition of this consent that all other terms and conditions of that certain easement shall remain in full force and effect.

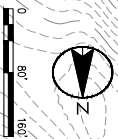
(Line 5524: Str. 26-27)

EXHIBIT "B"

to Xcel Energy Consent agreement

- BASIN 8P WILL BE EXCAVATED BY OTHERS UNDER A SEPARATE CONTRACT WITH THE OWNER. BASIN 8P WORKS COVERED UNDER THIS CONTRACT INCLUDES BUT IS NOT LIMITED TO:
1. FINISH GRADE, PLACE TOPSOIL, SEED AND INSTALL ROLLED BROSION PRODUCTS.
 2. PERFORM INFILTRATION TESTING PER SPECIFICATIONS AND INCORPORATING ANY COMPOST AMENDMENTS NECESSARY TO MEET THE REQUIRED INFILTRATION RATES.
 3. INSTALL THE HOPE LINER IN NLRP FOREBAY IN ACCORDANCE WITH DETAILS.

NOTES:
1. ALL SEEDED AREAS WILL BE SHALL BE COVERED WITH 6" OF TOPSOIL.



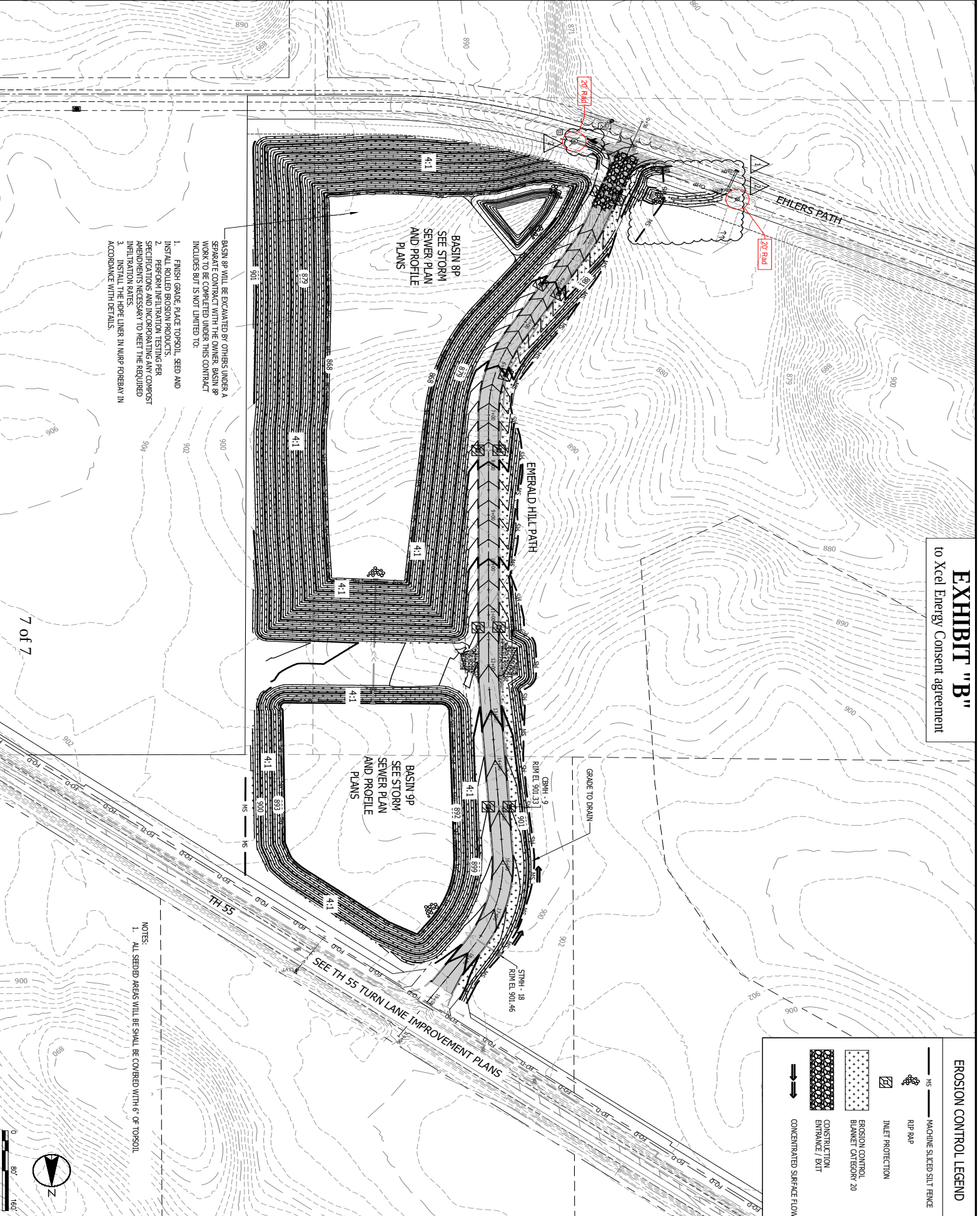
SKB ROSEMOUNT INDUSTRIAL LANDFILL, MINNESOTA
EMERALD HILL PATH CONSTRUCTION
GRADING AND EROSION CONTROL PLAN

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
PRINT NAME: JASON R. RAVERTY
SIGNATURE: [Signature]
DATE: 8/18/2024 LIC. NO. 41274

Stantec
733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
www.stantec.com

EROSION CONTROL LEGEND

- MS MACHINE SLOPED SILT FENCE
- RIP RAP
- INLET PROTECTION
- EROSION CONTROL BLANKET CATEGORY 20
- CONSTRUCTION ENTRANCE / EXIT
- CONCENTRATED SURFACE FLOW



City Council Regular Meeting: November 18, 2025

AGENDA ITEM: Resolution - Accept Improvements & Authorize Final Payment - Well No. 17 Drilling Contract	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Nick Egger, Public Works Director	AGENDA NO. 6.k.
ATTACHMENTS: Resolution, Project Closeout Letter, FINAL Payment Application	APPROVED BY: LJM
RECOMMENDED ACTION: Adopt a resolution accepting drilling phase construction of the Well No. 17 project, and authorizing final payment.	

BACKGROUND

Traut Companies began work on drilling the bore hold for Well No. 17 in March and wrapped up operations in July. The work was successful, with the water quality and pumping capacity of the well is coming back favorably for the City. Currently, work is ongoing under a separate contract to construct the well house and outfit the well with the pumping and operational equipment necessary to put it into service. At this time, we anticipate being able to activate the well before spring of 2026.

The City's consultant for this project, Short Elliot Hendrickson, provided observation and inspection work during the drilling phase. SEH has furnished a letter indicating that the work has been completed in accordance with the project requirements, recommending the City accept the work and process final payment. Overall, the total construction cost of the drilling phase came in at approximately \$535,000, which is just shy of \$52,000 (8.8%) below the original contract amount.

RECOMMENDATION

Adopt the attached resolution accepting the drilling phase work for the construction of Well No. 17 and authorizing final payment to Traut Companies.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2025 – ____

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENT
FOR MUNICIPAL WELL NO. 17 DRILLING PHASE CONSTRUCTION**

WHEREAS, Traut Companies, Inc. has completed the required construction as per the scope of the contract, and

WHEREAS, the City received a concurrence from Short Elliot Hendrickson, Inc. that the work has been completed in accordance with the approved plans and specifications and finds the improvements acceptable; and

WHEREAS, the contractor has prepared all necessary administrative documents required to close out the contract.

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

1. The improvements completed under said agreement are hereby accepted for perpetual maintenance and ownership.
2. Release of final payment to the contractor is authorized contingent upon receipt of all administrative close out documents.

ADOPTED this 18th day of November, 2025.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk



Building a Better World
for All of Us®

November 7, 2025

Nick Egger, PE
Public Works Director
City of Rosemount
14041 Biscayne Ave
Rosemount, MN 55068

Dear Mr. Egger:

Short Elliott Hendrickson Inc. (SEH®) has reviewed the construction work completed by Traut Companies for the City of Rosemount's Well No. 17 – Drilling (Contract A) project. Based on site observations, progress documentation, and submittals provided throughout construction, it is our opinion that the work has been completed in accordance with the plans, specifications, and requirements of the Contract Documents.

The scope of work including well drilling, construction, development, test pumping, and disinfection is now considered complete.

SEH has also verified receipt of the required project closeout documentation, including:

- IC-134 forms verifying compliance with Minnesota Department of Revenue requirements
- Final lien waivers from the Contractor and applicable subcontractors and suppliers.
- Required test results, well logs, and warranty documentation.

With these items in hand, SEH finds the work to be complete and recommends that the City of Rosemount accept the project and authorize final payment to Traut Companies in accordance with the Contract.

We appreciate the opportunity to assist the City with delivery of this important water supply improvement and commend Traut Companies for their cooperation and performance throughout the project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

Chad T. Katzenberger, PE
Project Manager
(Lic. MN, CO, IA, SD)

dmk

Attachments

x:\pt\roseml\172294\6-bid-const\65-conform-cont\contract a_contract a close\rosemount_w17_cityclose.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



Contractors Application for Payment

Application #	4 - FINAL / RETAINAGE REQUEST	Application Date:	10/10/2025
Project:	Rosemount Well 17	Contract Date:	8/14/2024
Job Number:	9015557, 8015557, & 3015557		
Owner:	City of Rosemount	Contact Name:	Nick Egger
Address:	2875 145th St W	Contact Email:	nick.egger@rosemountmn.gov
	Rosemount, MN 55068	Contact Phone #	651-322-2015
Engineer:	SEH Inc.	Contact Name:	Chad Katzenberger
Address:	3535 Vadnais Center Dr	Contact Email:	ckatzenberger@sehinc.com
	St. Paul, MN 55110	Contact Phone #	218-855-1720
		Engineer Project #	ROSEM 172294

Billing Instructions: Email to Chad @ SEH

1. Original Contract Amount	\$	587,198.00
2. Change Order Addition		
3. Change Order Deduction		
4. Revised Contract Amount	\$	587,198.00
5. Value Completed to Date	\$	535,579.70
6. Less 5 % Retainage		
7. Subtotal	\$	535,579.70
8. Less Amount Of Previous Pay Requests	\$	508,800.71
9. Amount Due This Request	\$	26,778.99

Representative of Traut Companies: *Kevin Traut*

Date: 10/10/2025

Representative of Owner: *Nick Egger*

Date: 11/10/2025

Representative of Engineer: *Chad Katzenberger*

Date: 10/30/2025

32640 County Road 133 - St. Joseph, MN 56374
320-251-5090

Pay Applications

Project:

Rosemount Well 17

Job Number:

9015557, 8015557, & 3015557

Month-->								
No.	Description	Unit	Unit Price	ESTIMATED		BILLING TO DATE		
				Bid Qty	Bid Amount	Qty	Price	%COMP
1	Mobilization/Demobilization	LS	57,720.00	1	57,720.00	1	57720.00	100%
2	Site Preparation, Erosion Control, and Gravel Driveway	LS	17,466.00	1	17,466.00	0.5	8733.00	50%
3	Exploratory Boring (Pilot Hole)	LF	107.00	519	55,533.00	458	49006.00	88%
4	Hydro-Profiling Equipment	LS	2,000.00	1	2,000.00	1	2000.00	100%
5	Hydro-Profiling Sampling	EA	1,500.00	3	4,500.00	3	4500.00	100%
6	Exploratory Boring Logging, Sampling, and Testing	LS	17,160.00	1	17,160.00	1	17160.00	100%
7	Settling Tank and Temporary Discharge Piping	LS	3,500.00	1	3,500.00	1	3500.00	100%
8	Furnish, drill, and drive 24" outer casing	LF	310.00	136	42,160.00	163	50530.00	120%
9	Drill 24" Open Hole	LF	210.00	275	57,750.00	219	45990.00	80%
10	Furnish and Install 18" Diameter inner casing	LF	190.00	411	78,090.00	375	71250.00	91%
11	Drill 18" Open Hole	LF	110.00	110	12,100.00	66	7260.00	60%
12	Utilize air lift to remove unconsolidated materials from Well	HR	500.00	16	8,000.00	12	6000.00	75%
13	Formation sampling	LS	950.00	1	950.00	1	950.00	100%
14	Plumbness and Alignment Tests	LS	800.00	1	800.00	1	800.00	100%
15	Furnish and Install Grout	CY	895.00	20	17,900.00	42	37590.00	210%
16	Furnish, Install, and Detonate Explosives	LB	75.00	250	18,750.00	288	21600.00	115%
17	Furnish, Install, and Remove Development Equipment	LS	13,740.00	1	13,740.00	1	13740.00	100%
18	Operate Development Equipment	HR	500.00	100	50,000.00	100	50000.00	100%
19	Remove Fill from Well	CY	145.00	612	88,740.00	308	44660.00	50%
20	Furnish, Install, and Remove Performance Pumping Equip.	LS	21,200.00	1	21,200.00	1	21200.00	100%
21	Performance Pumping - Step Drawdown Test	HR	275.00	8	2,200.00	9	2475.00	113%
22	Performance Pumping - Constant Rate Test	HR	225.00	24	5,400.00	24	5400.00	100%
23	Water Quality Sampling and Analysis	LS	6,589.00	1	6,589.00	1.3	8565.70	130%
24	Logging (Observation, Gamma, and Video)	LS	4,500.00	1	4,500.00	1	4500.00	100%
25	Disinfection	LS	450.00	1	450.00	1	450.00	100%
				Total:	\$587,198.00	Total:	\$535,579.70	

City Council Regular Meeting: November 18, 2025

AGENDA ITEM: Amended and Restated TIF Spending Plan	AGENDA SECTION: PUBLIC HEARINGS
PREPARED BY: Eric Van Oss, Economic Development Manager	AGENDA NO. 7.a.
ATTACHMENTS: Spending Plan - Rosemount (CLEAN), Spending Plan - Rosemount (REDLINE)	APPROVED BY: LJM
RECOMMENDED ACTION: Open the public hearing, take public comment and close the public hearing. Motion to approve the Amended and Restated TIF Spending Plan.	

BACKGROUND

In 2021, the Legislature enacted expanded, temporary authority to transfer unobligated tax increments for purposes of assisting private development consisting of the construction or substantial rehabilitation of buildings and ancillary facilities, if doing so will create or retain jobs in the state. The new law temporarily permits a development authority (Rosemount Port Authority) to elect, by resolution, to transfer unobligated increment for certain specified purposes provided the following criteria are met:

1. It consists of the construction or substantial rehabilitation of buildings and ancillary facilities;
2. It creates or retains jobs in the state, including construction jobs;
3. and Construction commences before December 31, 2025 and would not have commenced before that date without the assistance.

On November 1st, 2022 the City Council approved the TIF Spending Plan. This allowed the City to transfer approximately \$2.857 million from the Downtown Brockway TIF District to a separate account by December 31st, 2022. During the 2025 legislative session, the legislature extended the project commencement deadline from December 31, 2025 to December 31, 2026, allowing the City an additional year to allow funding of potential projects. The statute also cleaned up some other confusing language in the legislation.

Given the changes to the TIF Spending Plan legislation, the City needs to amend and restate the current TIF Spending Plan policy. Staff has included a redline and clean version of the updated policy. City Council had approved an updated Spending Plan in August, but staff is requesting an update to the plan that removes a spending cap as it is not required by statute. The City Council approves the spending plan, and will hold a public hearing on November 18th following discussion by the Port Authority.

Port Authority is the body that will approve (by resolution) the transfer of funds for specific projects, and it will determine the overall funding provided for each project. Ehlers, the city's financial

consultant, will give a presentation on the extension and changes. Staff will give the Port an update on the current spending plan projects and a look forward to 2026.

RECOMMENDATION

Staff recommends City Council approves the Amended and Restated TIF Spending Plan.

Originally Adopted: November 1, 2022
Amended and Adopted: November 18, 2025

Rosemount City Council
City of Rosemount,
Dakota County, Minnesota

Amended and Restated Spending Plan
Tax Increment Financing Downtown Brockway District

Amended and Restated Spending Plan for Tax Increment Financing District

PURPOSE

The Rosemont Port Authority (the “Authority”) administers Tax Increment Financing Downtown Brockway District (the “TIF Districts”) in the City of Rosemount, Minnesota (the “City”), and proposes to adopt a Spending Plan for the TIF Districts in accordance with Minnesota Statutes, Section 469.176 Subd. 4n (the “Act”). The original Spending Plan was adopted November 1, 2022. In 2025, the Minnesota legislature revised the Act which allowed, among other things, a time extension and clarifications to the interest earned on TIF transferred under the Act. This Amended and Restated Spending Plan incorporates those 2025 revisions.

The Act grants the Authority temporary authorization to transfer unobligated tax increment to provide improvements, loans, interest rate subsidies or assistance in any form to private development consisting of the construction or substantial rehabilitation of buildings and ancillary facilities, which will create or retain jobs in the State, including construction jobs, so long as such private development commences no later than December 31, 2026, and would not have commenced before that date without such assistance. The funds must be spent, loaned, invested or otherwise irrevocably committed by December 31, 2026. Such transfers must be made by resolution, pursuant to the terms of a spending plan approved by the Authority and by the City, following a public hearing of the City Council.

PLAN

The Authority is authorized as follows:

- (a) In 2022, the Port Authority transferred \$2.857 million. Interest earned on the transferred increment shall be treated in the same manner as the transferred increment and is available to be utilized as outlined in this Amended and Restated Spending Plan.
- (b) To use transferred tax increments from the TIF Districts to provide assistance in connection with a private development consisting of the construction or substantial rehabilitation of commercial, industrial, residential and/or mixed-use buildings and ancillary facilities. Preference will be given to projects on parcels targeted for redevelopment that further the goals set forth in the City’s Comprehensive Plan and the City’s other strategic planning documents, and which will result in the creation and retention of jobs in the State, including construction jobs.
- (c) To amend the budget set forth in the Tax Increment Financing Plans for the Tax Increment Financing Districts as necessary to provide for the assistance authorized by this Spending Plan.
- (d) To take any other action necessary and authorized under the Act in connection with the construction or substantial rehabilitation of facilities of the type described in clause (a) above.

The assistance provided pursuant to this Plan shall be subject to Minnesota Statutes, Sections 116J.993 to 116J.995 (the “Business Subsidy Law”), if applicable, and shall be subject to the City’s Business Subsidy Policy.

Originally Adopted: November 1, 2022

Amended and Adopted: ~~August~~ November 1918, 2025

Rosemount City Council
City of Rosemount,
Dakota County, Minnesota

Amended and Restated Spending Plan
Tax Increment Financing Downtown Brockway District

Amended and Restated Spending Plan for Tax Increment Financing District

PURPOSE

The Rosemont Port Authority (the “Authority”) administers Tax Increment Financing Downtown Brockway District (the “TIF Districts”) in the City of Rosemount, Minnesota (the “City”), and proposes to adopt a Spending Plan for the TIF Districts in accordance with Minnesota Statutes, Section 469.176 Subd. 4n (the “Act”). The original Spending Plan was adopted November 1, 2022. In 2025, the Minnesota legislature revised the Act which allowed, among other things, a time extension and clarifications to the interest earned on TIF transferred under the Act. This Amended and Restated Spending Plan incorporates those 2025 revisions.

The Act grants the Authority temporary authorization to transfer unobligated tax increment to provide improvements, loans, interest rate subsidies or assistance in any form to private development consisting of the construction or substantial rehabilitation of buildings and ancillary facilities, which will create or retain jobs in the State, including construction jobs, so long as such private development commences no later than December 31, 2026, and would not have commenced before that date without such assistance. The funds must be spent, loaned, invested or otherwise irrevocably committed by December 31, 2026. Such transfers must be made by resolution, pursuant to the terms of a spending plan approved by the Authority and by the City, following a public hearing of the City Council.

PLAN

The Authority is authorized as follows:

- (a) In 2022, the Port Authority transferred \$2.857 million. Interest earned on the transferred increment shall be treated in the same manner as the transferred increment and is available to be utilized as outlined in this Amended and Restated Spending Plan.
- (b) To use transferred tax increments from the TIF Districts to provide assistance in connection with a private development consisting of the construction or substantial rehabilitation of commercial, industrial, residential and/or mixed-use buildings and ancillary facilities ~~requiring a minimum of \$25,000 and no more than \$500,000 in financing assistance.~~ Preference will be given to projects on parcels targeted for redevelopment that further the goals set forth in the City’s Comprehensive Plan and the City’s other strategic planning documents, and which will result in the creation and retention of jobs in the State, including construction jobs.
- (c) To amend the budget set forth in the Tax Increment Financing Plans for the Tax Increment Financing Districts as necessary to provide for the assistance authorized by this Spending Plan.
- (d) To take any other action necessary and authorized under the Act in connection with the construction or substantial rehabilitation of facilities of the type described in clause (a) above.

The assistance provided pursuant to this Plan shall be subject to Minnesota Statutes, Sections 116J.993 to 116J.995 (the “Business Subsidy Law”), if applicable, and shall be subject to the City’s Business Subsidy Policy.

City Council Regular Meeting: November 18, 2025

AGENDA ITEM: Public Improvement Hearing for the 2026 Street Improvement Project	AGENDA SECTION: PUBLIC HEARINGS
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 7.b.
ATTACHMENTS: Resolution, Map, Public Comments, Schedule	APPROVED BY: LJM
RECOMMENDED ACTION: Adopt a Resolution Ordering the 2026 Street Improvement Project, City Project 2026-01 and Authorizing final preparation of Plans and Specifications and Authorizing the Advertisement for Bids.	

BACKGROUND

The 2026 Street Improvement Project, City Project 2026-01, was included as part of the 2024-2033 Capital Improvement Plan. The streets identified for this improvement through the City's pavement management evaluation are shown in the attached map. The project is proposed to consist of full depth reclamation; spot replacement of curb and gutter; minor utility work and replacement of pedestrian ramps to meet current ADA standards. The streets planned for improvement include:

- 158th Street W between a point approximately 560 feet east of Danville Avenue and Dakota Lane
- Dakota Drive between a point approximately 325 feet east of Danville Avenue and Dakota Lane
- Dakota Lane between 158th Street W and 160th Street W (CSAH 46)
- Cardinal Court between the cul-de-sac and Cardinal Street W
- Cardinal Street W between Cardinal Court and Cicerone Path
- Cardinal Circle between the cul-de-sac and Cardinal Street W
- Crystal Path between Shannon Parkway and Cardinal Street W
- Cinnamon Way between Shannon Parkway and Cardinal Street W
- Cascade Path between Cinnamon Way and 160th Street W (CSAH 46)
- 158th Street W between Cicerone Path and Chippendale Avenue
- Cicerone Path between a point approximately 200 feet north of the western intersection with 158th Street W and the eastern intersection with 158th Street W
- Cicerone Court between the cul-de-sac and Cicerone Path

On July 15, 2025, City Council approved the preparation of a Feasibility Report. This report was prepared by Bolton & Menk, Inc. and a hard copy will be available at the Council meeting for review and an electronic version has been posted to the project web page (<https://www.rosemountmn.gov/2026streets>). The report reviews the existing conditions, proposes improvements, details costs and funding sources and estimates the proposed assessments. This report found the project, as proposed, to be feasible, cost-effective and necessary.

The next step in the process is to hold the Improvement Hearing as required by Minnesota Statute

Chapter 429. Ordering of the improvement allows final design and planning to progress on this project. Upon completion of the final design, this project will be advertised for bids. There will also be an additional public hearing regarding assessments after bids are received.

Public Engagement

On September 25, 2025, a neighborhood meeting was held at the Public Works Campus. During this meeting, residents were provided an opportunity for a one-on-one discussion with members of the project management team. A slide-show presentation was available for viewing during the meeting, and an informational handout was also available for attendees to take with them. These items are also posted on the project web page. There were 24 households in attendance and 20 additional residents contacted the project management team separately. The residents were given an overview of the project scope, timelines, costs and assessments. The project team also asked specific questions regarding their properties that may impact design and construction. Generally, the residents were supportive of the project and additional comments are noted as follows:

- Questions regarding the scope of the project.
- Drainage concerns or areas of curb replacement due to settlement
- Access concerns during construction
- Questions about sidewalk work
- Concerns about utility work and impact on yards and trees
- Assessment amounts

Costs and Funding

The Feasibility Report prepared an initial cost estimate for the work to be completed. This cost will be refined and updated as the design progresses. The table below details the estimated total project cost and includes a 10% construction contingency and 20% for overhead costs. The total estimated cost of the base bid items is \$2,041,000. A detailed construction cost estimate is contained in the Feasibility Report.

TOTAL PROJECT COST	
ITEM	FEASIBILITY REPORT
Construction (w/ 10% Contingency)	
Street Improvement	\$ 1,406,000
Water Main Improvement	\$ 140,000
Sanitary Sewer Improvement	\$ 56,000
Storm Sewer Improvement	\$ 99,000
<i>Total Construction</i>	<i>\$ 1,701,000</i>
Indirect Costs (20%)	\$ 340,000
TOTAL PROJECT COSTS	\$ 2,041,000

This project would be funded via a combination of Street CIP, assessments, and utility funds as detailed in the following table.

TOTAL PROJECT FUNDING	
FUND SOURCE	AMOUNT
	FEASIBILITY REPORT
Street CIP	\$ 1,097,000
Assessments	\$ 590,000
Water Utility Fund	\$ 168,000
Sanitary Utility Fund	\$ 67,000
Storm Utility Fund	\$ 119,000
TOTAL PROJECT FUNDING	\$ 2,041,000

A preliminary Assessment Roll is included in the Feasibility Report and assessments are proposed based on the Rosemount Special Assessment Policy. The project corridor has only single-family homes abutting the roads being improved. The assessment amount is based on 35% of the street improvement costs, which is then divided by the number of lots on the project. The estimated assessment calculations are shown below and are based on the engineer's estimate. However, the final assessment calculations will be completed after the receipt of actual bids in early 2026, at which time the final assessment amounts will be calculated. The residents were given an estimated assessment range of \$3,000 to \$4,000.

ASSESSMENT CALCULATIONS	
Overall Street Project Costs	\$ 1,406,000
Assessment Rate	35%
Overall Assessable Costs	\$ 590,000
Single Family Assessment	\$ 590,000
Assessable Units	214
Single Family Unit Assessment	\$ 2,757

Schedule

Should the Council approve this resolution, the proposed project schedule is attached. Items that have been shaded gray have been completed.

RECOMMENDATION

Staff recommends that the City Council hold the public hearing on improvements and address comments regarding the planned improvements. At the conclusion of the hearing, staff recommends the Council adopt the attached resolution ordering the project for the 2026 Street Improvement Project, City Project 2026-01, directing staff to prepare final plans and specifications, and authorizing the advertisement for bids.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2025-XX

**A RESOLUTION ORDERING THE IMPROVEMENTS, AUTHORIZING THE
PREPARATION OF FINAL PLANS AND SPECIFICATIONS, AND AUTHORIZING
THE ADVERTISEMENT FOR BIDS ON THE 2026 STREET IMPROVEMENTS
PROJECT CITY PROJECT 2026-01**

WHEREAS, Resolution 2025-100 was adopted by the City Council on October 21, 2025, fixed a date for the Council hearing on Improvement number 2026-01, the proposed improvement of:

- 158th Street W between a point approximately 560 feet east of Danville Avenue and Dakota Lane
- Dakota Drive between a point approximately 325 feet east of Danville Avenue and Dakota Lane
- Dakota Lane between 158th Street W and 160th Street W (CSAH 46)
- Cardinal Court between the cul-de-sac and Cardinal Street W
- Cardinal Street W between Cardinal Court and Cicerone Path
- Cardinal Circle between the cul-de-sac and Cardinal Street W
- Crystal Path between Shannon Parkway and Cardinal Street W
- Cinnamon Way between Shannon Parkway and Cardinal Street W
- Cascade Path between Cinnamon Way and 160th Street W (CSAH 46)
- 158th Street W between Cicerone Path and Chippendale Avenue
- Cicerone Path between a point approximately 200 feet north of the western intersection with 158th Street W and the eastern intersection with 158th Street W
- Cicerone Court between the cul-de-sac and Cicerone Path

WHEREAS, ten days mailed notice and two weeks published notice of the hearing was given, and the hearing was held thereon on the 18th day of November 2025, at which all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is necessary, cost effective and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in Council Resolution 2025-100 adopted on October 21, 2025, subject to any amendment and revisions made by the City Council at the November 18, 2025, City Council meeting. The City Clerk shall cause to be made a matter of record via this resolution any amendments to design features made by the City Council at the November 18, 2025, City Council meeting. The City Council hereby amends the project scope and plans as follows:

-

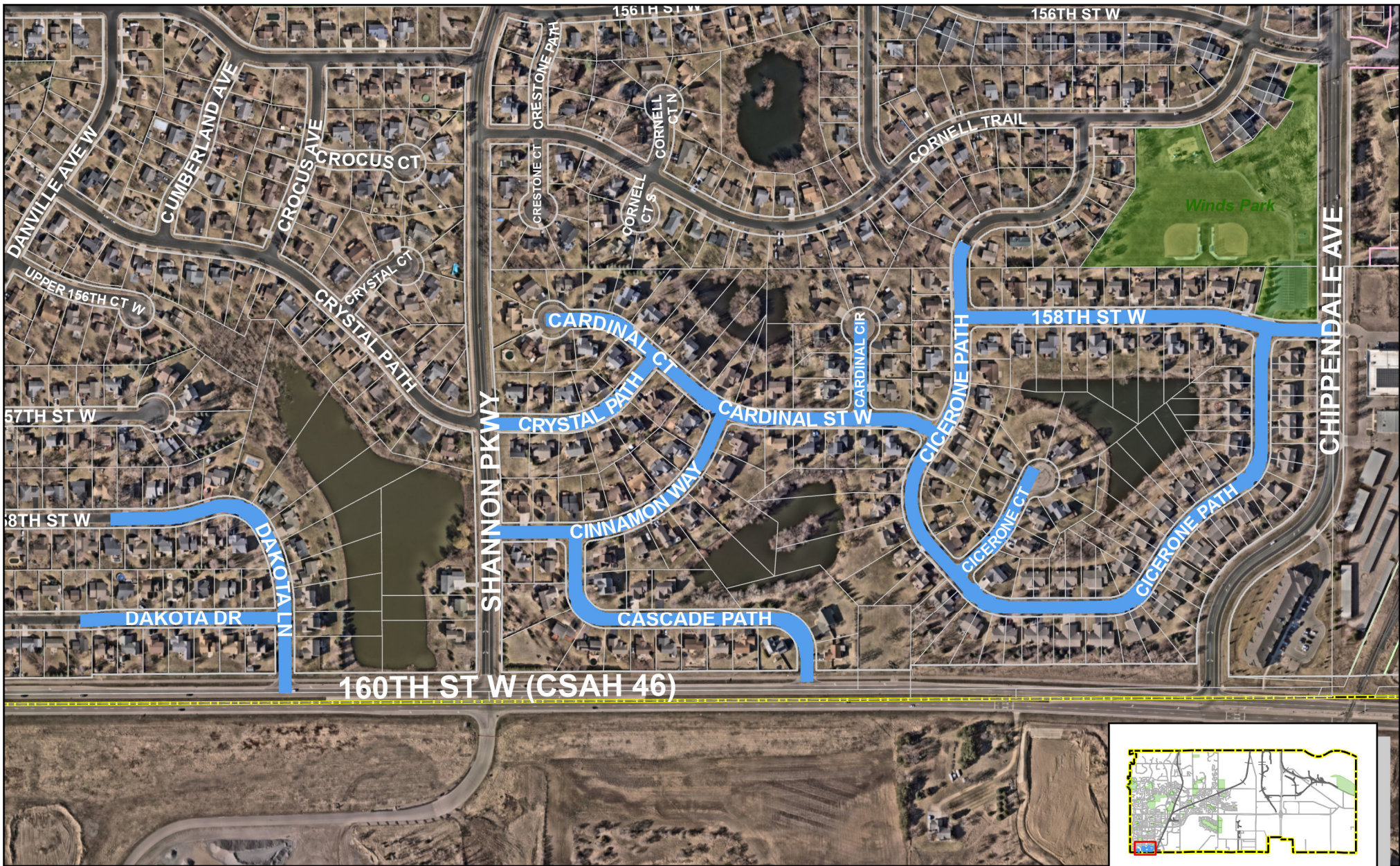
3. The City Engineer is hereby designated as the engineer for this improvement. The City Engineer shall have plans and specifications prepared for the making of such improvement.
4. The City Council orders the preparation of plans and specifications for said improvements of City Project 2026-01.
5. Upon completion of the preparation of the final plans and specifications, the City Clerk is authorized to post advertisement soliciting bids for the project, following all requirements of Minnesota State Statutes.

ADOPTED this 18th day of November 2025.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk



2026 Street Improvement Project



0 250 500 Feet

RESIDENT COMMENTS

2026 Street Improvement Project – November 12, 2025

Note Name/Address highlight color matches location point on the maps.

Name/Address	Comments	City Staff Response
Al Geils 15936 Cascade Path 9/18/25 Phone call	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Lane Nock 15980 Dakota Ln 9/18/25 Phone call	- Requested information on the project - Asked about assessment and objected to being assessed.	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount and discussed the process and how assessments are calculated
Patrick Sell 15772 Cicerone Ct 9/17/25 Phone call, but no voice mail left	- Called but did not leave a voice mail	- Have not returned call
Lori Marti 15884 Cicerone Path 9/18/25 Phone call	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Joe Girgen 15731 Cicerone Path 9/23/25 Phone call	- Requested information on the project - Asked about assessment - Asked about possibility of single garbage hauler	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount - Replied it was outside of the scope of this project

RESIDENT COMMENTS

2026 Street Improvement Project – November 12, 2025

Name/Address	Comments	City Staff Response
Randy Pacholke 3863 Cardinal St. W 9/24/25 Phone call	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Mark Olson 3847 Cardinal St. W 9/24/25 Phone call	- Requested information on the project - Asked about assessment - Doesn't like the use of low bid contracting.	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount - Explained variation used to qualify bidders
Kiet Nguyen 15868 Cinnamon Way 9/24/25 Phone call	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
JaCinda Downs 15920 Cascade Path 9/24/25 E-mail	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
3655 Robyn Brynstad 3655 158th St. W 9/25/25 Meeting		- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount

RESIDENT COMMENTS

2026 Street Improvement Project – November 12, 2025

Name/Address	Comments	City Staff Response
Alison Newton 15891 Cinnamon Way 9/24/25 E-mail	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Steve Timmerman 15787 Cicerone Path 9/25/25 Phone call	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Dennis Wain 15880 Cicerone Path 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Michelle Hoagland 15764 Cicerone Ct 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Mark & Vickie Duppong 15851 Cicerone Path 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount

RESIDENT COMMENTS

2026 Street Improvement Project – November 12, 2025

Name/Address	Comments	City Staff Response
Paul Pietruszewski 15739 Cicerone Path 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Kevin & Cathy Shipp 15803 Cicerone Path 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Jason Duppong 15788 Cicerone Ct 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Ron Skrbec 15759 Cicerone Path 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Karen DiNella 15863 Cicerone Path 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount

RESIDENT COMMENTS

2026 Street Improvement Project – November 12, 2025

Name/Address	Comments	City Staff Response
Debra Tilque 15828 Cicerone Path 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Steve & Marge Seberg 15732 Cicerone Path 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
David Jackson 15855 Cicerone Path 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Tom & Renee Johnson 15767 Cicerone Path 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Kristine Olson 15836 Cinnamon Way 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount

RESIDENT COMMENTS

2026 Street Improvement Project – November 12, 2025

Name/Address	Comments	City Staff Response
Zach & Cindy Moses 3832 Cardinal St. W 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Dean & Alice Obermeyer 3912 Cardinal Ct. 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Linda Nelson 15847 Cicerone Path 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Scott Richardson 15784 Cicerone Ct 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Marina Ekeren 15932 Dakota Ln 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount

RESIDENT COMMENTS

2026 Street Improvement Project – November 12, 2025

Name/Address	Comments	City Staff Response
Tom Spangler 15675 Crystal Path 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Joan Misoi 3735 158th St. W 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Sarah & Larry Willmott 15768 Cicerone Ct 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Mike & Carol Born 4083 Dakota Dr 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount
Randy & Cheryl Romerein 3700 158th St 9/25/25 Meeting	- Requested information on the project - Asked about assessment	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount

RESIDENT COMMENTS

2026 Street Improvement Project – November 12, 2025

Name/Address	Comments	City Staff Response
Brian Peterson 3540 158th St. W 9/29/25 Phone Call	- Requested information on the project - Asked about assessment - Just had driveway redone in August 2025 - Sprinkler system	- Provided planned scope of project and talked about project webpage - Provided estimated assessment amount - Noted for design/construction purposes - Noted for design/construction purposes
Paul Rivenburg 15783 Cicerone Path 10/1/25 E-mail	- Wasn't able to attend the neighborhood meeting and requested schedule and assessment info.	- Provided planned scope of project and schedule for project - Provided estimated assessment amount - Provided information for the project webpage.
Deanne Thompson 15968 Cascade Path 10/14/25 Phone call	- Wasn't able to attend the neighborhood meeting and requested schedule and assessment info.	- Provided planned scope of project and schedule for project - Provided estimated assessment amount - Provided information for the project webpage.
Steve Timmerman 15787 Cicerone Path 10/16/25 E-mail via website	- Requested information on assessments to townhomes.	- Provided an overview of how assessments are calculated for either single family, multifamily or commercial.
Jenny Perkins 15899 Cinnamon Way 10/20/25 E-mail	- Wasn't able to attend the neighborhood meeting and requested schedule and assessment info.	- Provided planned scope of project and schedule for project - Provided estimated assessment amount - Provided link to the project webpage.

RESIDENT COMMENTS

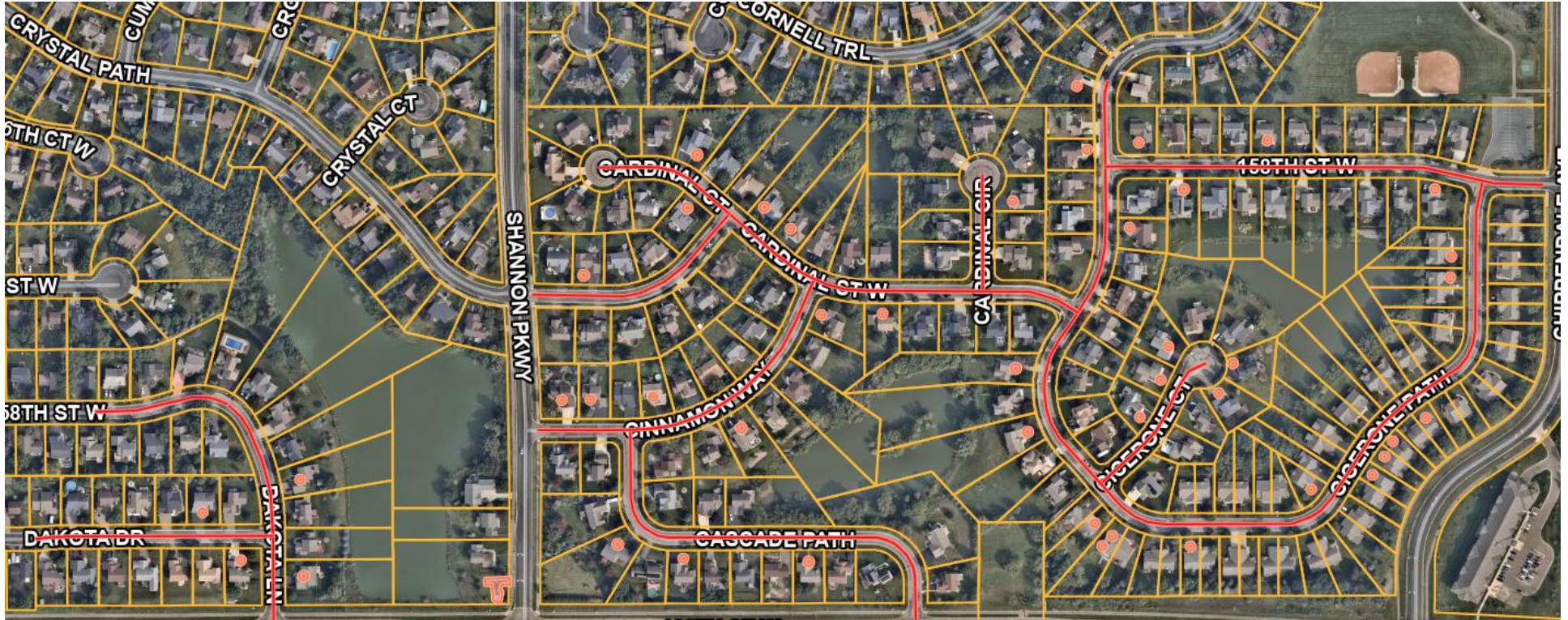
2026 Street Improvement Project – November 12, 2025

Name/Address	Comments	City Staff Response
Becky Rygg 15776 Cardinal Cir 10/24/25 Phone Call	- Wasn't able to attend the neighborhood meeting and requested schedule and assessment info.	- Provided planned scope of project and schedule for project - Provided estimated assessment amount - Provided link to the project webpage.
Michelle Potter-Bacon 15875 Cinnamon Way 11/1/25 E-mail	- Asked about hearing date - Asked about sidewalk addition - Asked about schedule and assessments	- Confirmed date of Improvement Hearing – 11/18/25 - Mentioned that no sidewalks are being added. - Provided planned scope of project and schedule for project - Provided estimated assessment amount - Provided link to the project webpage
Nate Bentsdahl 4068 Dakota Dr 11/3/25 E-mail	- Wasn't able to attend the neighborhood meeting and requested schedule and assessment info.	- Provided planned scope of project and schedule for project - Provided estimated assessment amount - Provided link to the project webpage.
Corey Bartlett 3911 Cardinal Ct 11/6/25 E-mail	- Asked questions regarding the project scope, schedule and estimated assessments	- Provided planned scope of project and schedule for project - Provided estimated assessment amount - Provided link to the project webpage.

RESIDENT COMMENTS

2026 Street Improvement Project – November 12, 2025

Map showing comments at through November 12, 2025



CITY OF ROSEMOUNT

2026 STREET IMPROVEMENT PROJECT (CP 2026-01)

SCHEDULE OF PROJECT MILESTONES

<u>DATE</u>	<u>ACTION</u>
May 9, 2025	➤ Issue Request for Proposals – Design Services
June 12, 2025	➤ Proposals due to Engineering
July 15, 2025 City Council Meeting	➤ City Council accepts engineering services proposal ➤ City Council Considers a Resolution to: ○ Authorize preparation of Feasibility Study
July 17, 2025	➤ Project Kick off Meeting with City Staff
July - August 2025	➤ Preliminary Design and Cost Estimate Developed (75% Plan Set)
July – August 2025	➤ DRAFT Feasibility Report
Late August - September 2025	➤ Neighborhood Meeting (One-on-One sit down) – Time & Location TBD
September 2025	➤ Complete Feasibility Study
October 21, 2025 City Council Meeting	➤ City Council Considers a Resolution to: ○ Accept Feasibility Report ○ Call Public Hearing on Improvements on November 18, 2025
October 22, 2025	➤ Notice of Public Hearing sent to Local Paper
October 30, 2025	➤ Mail Notice of Public Hearing to Property Owners
October 31, 2025	➤ 1st Publication of Notice of Public Hearing in Local Paper
November 7, 2025	➤ 2nd Publication of Notice of Public Hearing in Local Paper
November 18, 2025 City Council Meeting	➤ City Council holds Public Hearing on Improvements ➤ City Council considers a Resolution to: ○ Order the Improvement ○ Authorizing preparation of final Plans and Specifications ○ Authorizing Advertisement for Bids
November - December 2025	➤ Finalize Project Design & Complete Plans and Specifications
December 22, 2025	➤ Send Advertisement for Bid to Local Paper
January 5, 2026	➤ Advertisement for Bid sent to Local Paper ➤ Publish Advertisements for Bids on QuestCDN ➤ Bid Package Available for Purchase on QuestCDN
January 9, 2026	➤ 1st Publication of Advertisement for Bid in Local Paper
January 16, 2026	➤ 2nd Publication of Advertisement for Bid in Local Paper
January 23, 2026	➤ 3rd Publication of Advertisement for Bid in Local Paper
February 3, 2026	➤ Open Virtual Bids – 10:00 AM
February 3 – 12, 2026	➤ Evaluate Bids and Determine Financial Capacity for Project ➤ Bid Review and Contractor Qualifications/Reference Check
February 17, 2026 City Council Meeting	➤ City Council Considers a Resolution to: ○ Award Contract ○ Declare Costs to be Assessed ○ Call Public Hearing on Assessments on March 17, 2026
February 18, 2026	➤ Notice of Assessment Hearing sent to Local Paper
February 27, 2026	➤ Publication of Notice of Assessment Hearing in Local Paper
February 27, 2026	➤ Mail Notice of Assessment Hearing to Property Owners
February – March 2026	➤ Contract Processing & Contractor Submittal Review
March 17, 2026 City Council Meeting	➤ City Council holds Public Hearing on Assessments ➤ City Council Considers a Resolution to: ○ Adopt Proposed Assessments
Spring 2026	➤ City Staff holds Preconstruction Meeting with Contractor & Construction Begins
September 2026	➤ Substantial Completion Deadline/Turf Restoration Deadline
October 2026	➤ Final Completion

November 2025

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

Main Calendar

Port Authority Meeting

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

[More Details](#)

City Council Meeting

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

[More Details](#)

Youth Commission Meeting

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

[More Details](#)

Utility Commission Meeting - CANCELED

November 24, 2025, 5:30 PM - 6:30 PM

[More Details](#)

Parks and Natural Resources Commission Meeting

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

[More Details](#)

Planning Commission Meeting

November 25, 2025, 6:30 PM - 7:30 PM

[More Details](#)

CITY HALL CLOSED - Thanksgiving

November 27, 2025, All Day

[More Details](#)

CITY HALL CLOSED - Thanksgiving Observed

November 28, 2025, All Day

[More Details](#)

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December 2025

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

Main Calendar

City Council Work Session Meeting

December 2, 2025, 5:00 PM - 7:00 PM

[More Details](#)

City Council Meeting

December 2, 2025, 7:00 PM - 8:00 PM

[More Details](#)

Santa Tour

December 13, 2025, 10:00 AM - 2:00 PM @ Through Rosemount neighborhoods

Santa will be spreading holiday cheer in Rosemount on Saturday, December 13, from 10 a.m. to 2 p.m.! He'll be touring neighborhoods on a Rosemount Fire Truck, escorted by Rosemount police officers. A map and a GPS tracker will be available closer to the event, so be sure to check back to see when Santa will be in your neighborhood and to find the best viewing spots.

[More Details](#)

Parks and Natural Resources Commission Meeting - MOVED

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

[More Details](#)

Port Authority Meeting

December 16, 2025, 6:00 PM - 7:00 PM

[More Details](#)

City Council Meeting

December 16, 2025, 7:00 PM - 8:00 PM

[More Details](#)

Select Language ▼

Google Translate



Youth Commission Meeting
December 17, 2025, 3:45 PM - 4:45 PM
[More Details](#)

Planning Commission Meeting
December 22, 2025, 6:30 PM - 7:30 PM
[More Details](#)

CITY HALL CLOSED - Christmas Eve
December 24, 2025, All Day
[More Details](#)

CITY HALL CLOSED - Christmas
December 25, 2025, All Day
[More Details](#)

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