

AGENDA

City Council Regular Meeting

Tuesday, December 16, 2025

7:00 PM

Council Chambers

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. APPROVAL OF AGENDA**
- 3. PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS**
- 4. RESPONSE TO PUBLIC COMMENT**
- 5. PUBLIC COMMENT**

Individuals will be allowed to address the Council on subjects that are not a part of the meeting agenda. Typically, replies to the concerns expressed will be made via letter or phone call within a week or at the following council meeting.

6. CONSENT AGENDA

- a. Bill Listings
- b. Minutes of the December 2, 2025 Regular Meeting Minutes
- c. Minutes of the December 2, 2025 Work Session Proceedings
- d. Designation of Polling Places for 2026 Elections
- e. Approve Joint Powers Agreement with Dakota County
- f. Approve Pre-Application Escrow Agreement with Jimnist, LLC
- g. Authorize 2026-2027 Union Contracts and Non-Union Benefits
- h. 2026 Community Waste Abatement Grant Agreement
- i. RAAA Storage Building - Memorandum of Understanding
- j. Tree City USA Recertification
- k. Accept Improvements - Talamore 2 and Talamore 4
- l. Accept Amber Fields 2 Addition
- m. Accept Amber Fields 3 and 11
- n. Accept Amber Fields 4 and 9
- o. Accept Amber Fields 5 and 10
- p. Accept Improvements - Amber Fields 8 Addition
- q. Request by Frattalone Companies, Inc. for renewal of its Small-Scale Mineral Extraction Permit for 2026 and 2027

7. PUBLIC HEARINGS

8. UNFINISHED BUSINESS

9. NEW BUSINESS

- a. 2026-2035 Capital Improvement Plan

10. ANNOUNCEMENTS

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

11. ADJOURNMENT

Council Check Register by GL
Check Register w GL Date & Summary

11/26/2025 -- 12/10/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
163902	11/26/2025		106094 AED SMART MONITORING							
	11/26/2025	1,800.00	ANNUAL AGREEMENT		11576	1479	1510.6317		OTHER PROFESSIONAL SERVICES	PARK & RECREATION
		1,800.00								
163903	11/26/2025		100478 ASPEN MILLS							
	11/26/2025	54.54	UNIFORM SHIRT		11577	365253	1220.6144		EMPLOYEE ALLOWANCES	FIRE
		54.54								
163904	11/26/2025		105292 ASSA ABLOY ENTRANCE SYSTEMS							
	11/26/2025	775.00	SERVICE CALL / PM		11578	SCI 83275	1510.6384	00016100	MACHINERY & EQUIPMENT REPAIRS	PARK & RECREATION
	11/26/2025	155.00	SERVICE CALL / PM		11579	SCI 83276	1510.6384		MACHINERY & EQUIPMENT REPAIRS	PARK & RECREATION
	11/26/2025	310.00	SERVICE CALL / PM		11580	SCI 83277A	1510.6384		MACHINERY & EQUIPMENT REPAIRS	PARK & RECREATION
	11/26/2025	310.00	SERVICE CALL / PM		11581	SCI 83277B	6500.6384		MACHINERY & EQUIPMENT REPAIRS	ICE ARENA
		1,550.00								
163905	11/26/2025		102886 AT&T MOBILITY							
	11/26/2025	544.87	FIRE DEPT DATA LINES		11582	287329761371X11 032025	1220.6321		TELEPHONE	FIRE
	11/26/2025	295.91	CELLULAR SERVICE 10/25		11583	287343796106X11 032025A	1110.6321		TELEPHONE	LEGISLATIVE CONTROL
	11/26/2025	89.84	CELLULAR SERVICE 10/25		11584	287343796106X11 032025B	1140.6321		TELEPHONE	COMMUNICATIONS
	11/26/2025	403.33	CELLULAR SERVICE 10/25		11585	287343796106X11 032025C	1240.6321		TELEPHONE	BUILDING INSPECTIONS
	11/26/2025	118.36	CELLULAR SERVICE 10/25		11586	287343796106X11 032025D	1340.6321		TELEPHONE	GOVERNMENT BUILDINGS
	11/26/2025	65.56	CELLULAR SERVICE 10/25		11587	287343796106X11 032025E	1310.6321		TELEPHONE	ENGINEERING
	11/26/2025	350.62	CELLULAR SERVICE 10/25		11588	287343796106X11 032025F	1320.6321		TELEPHONE	STREET MAINTENANCE
	11/26/2025	553.13	CELLULAR SERVICE 10/25		11589	287343796106X11 032025G	1510.6321		TELEPHONE	PARK & RECREATION
	11/26/2025	44.92	CELLULAR SERVICE 10/25		11590	287343796106X11 032025H	1510.6321	00016100	TELEPHONE	PARK & RECREATION
	11/26/2025	254.30	CELLULAR SERVICE 10/25		11591	287343796106X11 032025I	6100.6321		TELEPHONE	WATER UTILITY
	11/26/2025	254.30	CELLULAR SERVICE 10/25		11592	287343796106X11 032025J	6200.6321		TELEPHONE	SEWER UTILITY
	11/26/2025	380.72	CELLULAR SERVICE 10/25		11593	287343796106X11 032025K	6300.6321		TELEPHONE	STORM WATER UTILITY
	11/26/2025	94.89	CELLULAR SERVICE 10/25		11594	287343796106X11	1130.6321		TELEPHONE	ADMINISTRATIVE SERVICES

Council Check Register by GL
Check Register w GL Date & Summary

11/26/2025 -- 12/10/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
163905	11/26/2025		102886 AT&T MOBILITY						Continued...	
						032025L				
	11/26/2025	94.89	CELLULAR SERVICE 10/25		11595	287343796106X11	1330.6321		TELEPHONE	FLEET MAINTENANCE
						032025M				
	11/26/2025	49.97	CELLULAR SERVICE 10/25		11596	287343796106X11	1210.6321		TELEPHONE	POLICE
						032025N				
	11/26/2025	14.32	CELLULAR SERVICE 10/25		11597	287343796106X11	1220.6321		TELEPHONE	FIRE
						032025O				
	11/26/2025	414.41	CELLULAR SERVICE 10/25		11598	287343796106X11	1520.6321		TELEPHONE	PARKS MAINTENANCE
						032025P				
		<u>4,024.34</u>								
163906	11/26/2025		101175 BERRY COFFEE COMPANY							
	11/26/2025	239.43	COFFEE SUPPLIES FOR SC		11599	1087723	1510.6226	00016100	OTHER OPERATING SUPPLIES	PARK & RECREATION
		<u>239.43</u>								
163907	11/26/2025		101296 BOLTON & MENK INC							
	11/26/2025	2,014.08	DOG PARK ENG SERVICES		11600	379788	4100.6313	PPICKLE	ENGINEERING SERVICES	PARK IMPROVEMENT
	11/26/2025	672.00	DOG PARK ENG SERVICES		11601	380249	4100.6313	PPICKLE	ENGINEERING SERVICES	PARK IMPROVEMENT
		<u>2,686.08</u>								
163908	11/26/2025		101083 CAMPBELL KNUTSON PA							
	11/26/2025	14,732.95	OCTOBER LEGAL FEES		11602	LEGAL SEREVICE	1210.6314		LEGAL SERVICES	POLICE
						10.31.2025				
		<u>14,732.95</u>								
163909	11/26/2025		102772 CHARTER COMMUNICATIONS							
	11/26/2025	153.75	FIRE STATION #2 CABLE TV		11603	113140301111425	1220.6326		OTHER COMMUNICATION COSTS	FIRE
		<u>153.75</u>								
163910	11/26/2025		103559 CIT SOLUTIONS							
	11/26/2025	3,639.00	SIRIS 4 E24000 BDR		11619	505061	1120.6318		SOFTWARE FEES	GENERAL GOVERNMENT
		<u>3,639.00</u>								
163911	11/26/2025		101905 CLEARWAY COMMUNITY SOLAR LLC							
	11/26/2025	7,709.62	SEP'25 SOLAR SUBSCRIPTION		11604	ROSEMNT-12511A	1510.6371	00017100	ELECTRIC	PARK & RECREATION
	11/26/2025	205.18	SEP'25 SOLAR SUBSCRIPTION		11605	ROSEMNT-12511B	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
	11/26/2025	33.43	SEP'25 SOLAR SUBSCRIPTION		11606	ROSEMNT-12511C	1320.6371		ELECTRIC	STREET MAINTENANCE
	11/26/2025	3,304.13	SEP'25 SOLAR SUBSCRIPTION		11607	ROSEMNT-12511D	1510.6371		ELECTRIC	PARK & RECREATION
	11/26/2025	137.58	SEP'25 SOLAR SUBSCRIPTION		11608	ROSEMNT-12511E	1520.6371		ELECTRIC	PARKS MAINTENANCE
	11/26/2025	4.59	SEP'25 SOLAR SUBSCRIPTION		11609	ROSEMNT-12511F	2100.6371		ELECTRIC	PORT AUTHORITY

Council Check Register by GL
Check Register w GL Date & Summary

11/26/2025 -- 12/10/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
163911	11/26/2025		101905 CLEARWAY COMMUNITY SOLAR LLC						Continued...	
	11/26/2025	343.05	SEP'25 SOLAR SUBSCRIPTION		11610	ROSEMNT-12511G	6100.6371	WT104	ELECTRIC	WATER UTILITY
	11/26/2025	306.17	SEP'25 SOLAR SUBSCRIPTION		11611	ROSEMNT-12511H	6100.6371	WT103	ELECTRIC	WATER UTILITY
	11/26/2025	47.90	SEP'25 SOLAR SUBSCRIPTION		11612	ROSEMNT-12511I	6200.6371	SSLS207	ELECTRIC	SEWER UTILITY
	11/26/2025	28.60	SEP'25 SOLAR SUBSCRIPTION		11613	ROSEMNT-12511J	6200.6371	SSLS208	ELECTRIC	SEWER UTILITY
	11/26/2025	17.29	SEP'25 SOLAR SUBSCRIPTION		11614	ROSEMNT-12511K	6200.6371	SSLS210	ELECTRIC	SEWER UTILITY
	11/26/2025	10.03	SEP'25 SOLAR SUBSCRIPTION		11615	ROSEMNT-12511L	6300.6371	SWLS301	ELECTRIC	STORM WATER UTILITY
	11/26/2025	213.65	SEP'25 SOLAR SUBSCRIPTION		11616	ROSEMNT-12511M	6400.6371		ELECTRIC	STREET LIGHT UTILITY
		12,361.22								
163912	11/26/2025		103555 COLLINS ELECTRICAL							
	11/26/2025	562.70	WIRED 3 SIGNS		11617	2533966.01A	1510.6381		BUILDING REPAIRS AND MAINTENAN	PARK & RECREATION
	11/26/2025	562.71	WIRED 3 SIGNS		11618	2533966.01B	6500.6381		BUILDING REPAIRS AND MAINTENAN	ICE ARENA
		1,125.41								
163913	11/26/2025		103560 CORPORATE MECHANICAL INC							
	11/26/2025	238.00	W89139		11620	W89139	1510.6384		MACHINERY & EQUIPMENT REPAIRS	PARK & RECREATION
	11/26/2025	575.00	SERVICE CALL		11621	W89158	1510.6384	00016100	MACHINERY & EQUIPMENT REPAIRS	PARK & RECREATION
		813.00								
163914	11/26/2025		100121 DAKOTA CO TECH COLLEGE							
	11/26/2025	800.00	DEFENSIVE DRIVING TRAINING		11625	CI0000015784	1320.6453		TRAINING COSTS	STREET MAINTENANCE
		800.00								
163915	11/26/2025		103586 DAKOTA COUNTY FINANCE							
	11/26/2025	3,709.47	OCTOBER SUBSCRIBER FEE		11622	5504384	1210.6324		RADIO UNITS	POLICE
	11/26/2025	74.88	3 REPLACEMENT RADIO ANTENNAS		11623	5504389	1210.6324		RADIO UNITS	POLICE
		3,784.35								
163916	11/26/2025		100379 DAKOTA COUNTY PROPERTY							
	11/26/2025	46.00	DOC RECORDING 3695199		11624	P993202	2100.6310		PROFESSIONAL SERVICES	PORT AUTHORITY
		46.00								
163917	11/26/2025		103219 DAVID WEEKLEY HOMES							
	11/26/2025	2,000.00	14876 ARDGILLAN RD - ASBUILT R		11651	2025-00925	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
	11/26/2025	2,000.00	14940 ARDGILLAN RD - ASBUILT R		11652	2025-01179	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
	11/26/2025	2,000.00	15036 ARDGILLAN RD - ASBUILT R		11653	2025-01180	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
	11/26/2025	2,000.00	15044 ARDGILLAN RD - ASBUILT R		11654	2025-01181	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
	11/26/2025	2,000.00	14988 ARDGILLAN RD - ASBUILT R		11655	2025-01197	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
	11/26/2025	2,000.00	15028 ARDGILLAN RD - ASBUILT R		11656	2025-01269	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
	11/26/2025	2,000.00	1129 149TH ST W - ASBUILT REFU		11657	2025-01777	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET

Council Check Register by GL
Check Register w GL Date & Summary

11/26/2025 -- 12/10/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
163917	11/26/2025		103219 DAVID WEEKLEY HOMES						Continued...	
	11/26/2025	2,000.00	14900 ARDGILLAN RD - ASBUILT R		11658	2025-01800	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
	11/26/2025	2,000.00	1163 151ST ST W - ASBUILT REFU		11659	2025-01806	1000.2202		DEPOSITS PAYABLE - AS-BUILT	GENERAL FUND BALANCE SHEET
		18,000.00								
163918	11/26/2025		101308 DIAMOND MOWERS LLC							
	11/26/2025	1,113.07	PARTS		11660	297210	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		1,113.07								
163919	11/26/2025		103595 DICK'S VALLEY SERVICE INC							
	11/26/2025	285.00	SQUAD TOWED FROM PD TO BLAINE		11661	25-116446	1210.6310		PROFESSIONAL SERVICES	POLICE
	11/26/2025	310.00	3540 TOWED FROM PHIL'S		11662	25-116703	1210.6310		PROFESSIONAL SERVICES	POLICE
		595.00								
163920	11/26/2025		106701 DIMKE EXCAVATING							
	11/26/2025	79,642.00	BLOOMFIELD PARK PA #1		11663	BLOOMFIELD PARK4100.6530 #1A		PBLOOM	IMPROVEMENTS OTHER THAN BUILDI	PARK IMPROVEMENT
	11/26/2025	206,650.00	BLOOMFIELD PARK PA #1		11664	BLOOMFIELD PARK4100.6383 #1B		PBLOOM	IMPROVEMENT REPAIRS AND MAINTENANCE	PARK IMPROVEMENT
	11/26/2025	10,241.00	BLOOMFIELD PARK PA #1		11665	BLOOMFIELD PARK1520.6530 #1C		PBLOOM	IMPROVEMENTS OTHER THAN BUILDI	PARKS MAINTENANCE
		296,533.00								
163921	11/26/2025		100069 DRAIN PRO-PLUMBING INC							
	11/26/2025	195.00	SNACKED DRAIN		11666	80247	6500.6384		MACHINERY & EQUIPMENT REPAIRS	ICE ARENA
		195.00								
163922	11/26/2025		103605 ECM PUBLISHERS INC							
	11/26/2025	168.00	NOV 18 PH 2026 ST IMPROVEMENTS		11667	1073144	4326.6343		LEGAL NOTICES	2026-01 - 2026 STREET IMPROVEMENT
	11/26/2025	44.00	NOV 18 PH TIFF		11668	1073145	1120.6343		LEGAL NOTICES	GENERAL GOVERNMENT
	11/26/2025	60.00	NOV 18 PH D&D HOLDINGS		11669	1073146	2100.6314		LEGAL SERVICES	PORT AUTHORITY
		272.00								
163923	11/26/2025		106097 ENFORCEMENT LIGHTING, LLC.							
	11/26/2025	7,450.00	2025 PATHFINDER OUTFITTING		11670	2025 PATHFINDER	1210.6550	00020110	MOTOR VEHICLES	POLICE
		7,450.00								
163924	11/26/2025		103620 FIRE RELIEF ASSOCIATION							
	11/26/2025	34,306.21	2025 STATE FIRE & SUPPL. AID		11675	2025 STATE FIRE AIDA	1220.6456		OTHER MISCELLANEOUS CHARGES	FIRE
	11/26/2025	256,469.82	2025 STATE FIRE & SUPPL. AID		11676	2025 STATE FIRE	1220.6456		OTHER MISCELLANEOUS CHARGES	FIRE

Council Check Register by GL
Check Register w GL Date & Summary

11/26/2025 -- 12/10/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
163924	11/26/2025		103620 FIRE RELIEF ASSOCIATION						Continued...	
						AIDB				
		290,776.03								
163925	11/26/2025		100179 FIRST IMPRESSION GROUP							
	11/26/2025	2,963.57	POSTAGE WINTER BROCHURE		11677	175500P	1510.6323		POSTAGE	PARK & RECREATION
		2,963.57								
163926	11/26/2025		102555 FLEET SERVICES							
	11/26/2025	2,466.95	OCT'25 PD/PW LEASE VEHICLES		11678	2026040019A	4050.6550		MOTOR VEHICLES	EQUIPMENT IMPROVEMENT
	11/26/2025	2,771.30	OCT'25 PD/PW LEASE VEHICLES		11679	2026040019B	4050.6550.21		MOTOR VEHICLES-POLICE	EQUIPMENT IMPROVEMENT
	11/26/2025	6,257.27	OCT'25 PD/PW LEASE VEHICLES		11680	2026040019C	4050.6550.31		MOTOR VEHICLES-PW	EQUIPMENT IMPROVEMENT
		11,495.52								
163927	11/26/2025		101831 FOBBE CONTRACTING INC							
	11/26/2025	1,300.00	LOWERED FIRE HYDRANT		11681	7614	6100.6382		STRUCTURE REPAIRS AND MAINTENA	WATER UTILITY
		1,300.00								
163928	11/26/2025		106088 FRAME MINNESOTA							
	11/26/2025	184.00	PHOTO RESTORATION		11684	5375	1210.6570		OFFICE EQUIP, FURNISHINGS, IT	POLICE
	11/26/2025	1,088.94	FRAMED PHOTOS & ENGRAVED PLATE		11685	5644	4316.6520		BUILDING AND STRUCTURES	2023-08 - PD & PW BUILDING (20
		1,272.94								
163929	11/26/2025		100156 GERTENS GREENHOUSES INC-446133							
	11/26/2025	477.35	FALL BULBS		11686	13931/30	1520.6235		LANDSCAPING SUPPLIES	PARKS MAINTENANCE
		477.35								
163930	11/26/2025		100734 GOLDEN OAK TREE SERVICE INC							
	11/26/2025	4,950.00	TREE TRIMMING		11687	2025 NOV TRIM PRO #2	6300.6310		PROFESSIONAL SERVICES	STORM WATER UTILITY
	11/26/2025	4,950.00	TREE TRIMMING		11688	2025 NOV TRIM PROJ #1	1320.6310		PROFESSIONAL SERVICES	STREET MAINTENANCE
	11/26/2025	2,500.00	TREE REMOVAL-TRIM		11689	2025 OCT FAYE RD TRIM	1320.6310		PROFESSIONAL SERVICES	STREET MAINTENANCE
		12,400.00								
163931	11/26/2025		103645 HAWKINS INC							
	11/26/2025	150.00	CHLORINE TANK RENTAL		11692	7256506	6100.6392		OFFICE EQUIPMENT RENTALS	WATER UTILITY
		150.00								
163932	11/26/2025		102662 HAWTHORNE, JILL							

Council Check Register by GL
Check Register w GL Date & Summary

11/26/2025 -- 12/10/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
163932	11/26/2025		102662 HAWTHORNE, JILL						Continued...	
	11/26/2025	330.00	SENIOR YOGA CLASS SUB		11704	11/30/25 SR	1510.6310	00040603	PROFESSIONAL SERVICES	PARK & RECREATION
			YOGA SUB							
		330.00								
163933	11/26/2025		105658 HEARTLAND BUSINESS SYSTEMS, LLC							
	11/26/2025	541.50	UHF WINDSHIELD TAGS		11696	845027-H	1210.6451		DUES AND SUBSCRIPTIONS	POLICE
		541.50								
163934	11/26/2025		103483 HORWITZ LLC							
	11/26/2025	3,194.52	UMORE PLUMBING		11698	S500026141	4100.6530	PUMORB	IMPROVEMENTS OTHER THAN BUILDI	PARK IMPROVEMENT
		3,194.52								
163935	11/26/2025		106457 HYDRO-KLEAN LLC							
	11/26/2025	2,000.00	REFUND HYDRANT METER DEPOSIT		11693	METER 67229594	6100.2201		DEPOSITS PAYABLE	WATER UTILITY
						DEP REFNDA				
	11/26/2025	1,323.17-	REFUND HYDRANT METER DEPOSIT		11694	METER 67229594	6100.4801.04		COMMERCIAL UTILITY REVENUE	WATER UTILITY
						DEP REFNDB				
	11/26/2025	107.51-	REFUND HYDRANT METER DEPOSIT		11695	METER 67229594	6100.2061		SALES TAX PAYABLE	WATER UTILITY
						DEP REFNDC				
		569.32								
163936	11/26/2025		106699 INFINITY MASSAGE CHAIRS							
	11/26/2025	2,000.00	MASSAGE CHAIR		11700	PROFORMA KYOTA 1210.6560		00020108	FURNITURE AND FIXTURES	POLICE
						ZENYU A				
	11/26/2025	499.00	MASSAGE CHAIR		11701	PROFORMA KYOTA 1210.6560		00020109	FURNITURE AND FIXTURES	POLICE
						ZENYU B				
		2,499.00								
163937	11/26/2025		100547 INNOVATIVE OFFICE SOLUTIONS							
	11/26/2025	7,943.63	OFFICE CHAIRS P&R		11702	CIN131184	4000.6570		OFFICE EQUIP, FURNISHINGS, IT	BUILDING IMPROVEMENT
		7,943.63								
163938	11/26/2025		100067 INSPECTRON INC							
	11/26/2025	1,931.25	OCTOBER 2025 INSPECTIONS		11703	1699	1240.6310		PROFESSIONAL SERVICES	BUILDING INSPECTIONS
		1,931.25								
163939	11/26/2025		106700 K9 STORM INC							
	11/26/2025	3,500.00	K9 VEST		11705	251760	1210.6144	00020105	EMPLOYEE ALLOWANCES	POLICE
		3,500.00								

Council Check Register by GL
Check Register w GL Date & Summary

11/26/2025 -- 12/10/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
163940	11/26/2025		103668 KENNEDY & GRAVEN, CHARTERED						Continued...	
	11/26/2025	1,045.24	ADMIN RETAINER LEGAL		11706	190681	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
	11/26/2025	40.20	ENG & PW RETAINER LEGAL		11707	190682	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
	11/26/2025	40.20	PLANNING DEPT RETAINER LEGAL		11708	190683	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
	11/26/2025	723.62	FIRE DEPT RETAINER LEGAL		11709	190684	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
	11/26/2025	2,070.34	POLICE RETAINER LEGAL		11710	190685	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
	11/26/2025	80.40	P&R RETAINER LEGAL		11711	190686	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
	11/26/2025	1,648.50	PORT AUTH RETAINER LEGAL		11712	190688	2100.6314		LEGAL SERVICES	PORT AUTHORITY
	11/26/2025	5,994.35	NON RETAINER LEGAL		11713	190692	1120.6314		LEGAL SERVICES	GENERAL GOVERNMENT
		11,642.85								
163941	11/26/2025		102967 KIRCHNER LAWN & LANDSCAPE							
	11/26/2025	5,500.00	FIRE ONE LANDSCAPING		11714	9826	1520.6383		IMPROVEMENT REPAIRS AND MAINTENANCE	PARKS MAINTENANCE
		5,500.00								
163942	11/26/2025		106093 LB CARLSON LLP							
	11/26/2025	15,860.00	AUDIT SVCS THRU 7/31/25		11715	250797	1120.6311		ACCOUNTING SERVICES	GENERAL GOVERNMENT
	11/26/2025	1,800.00	2024 FORM 990 PREP		11716	252448	1120.6311		ACCOUNTING SERVICES	GENERAL GOVERNMENT
		17,660.00								
163943	11/26/2025		103686 LOGIS-LOCAL GOVERNMENT							
	11/26/2025	15.00	SOFT TOKEN		11717	152851	1210.6220		OPERATING SUPPLIES	POLICE
	11/26/2025	1,361.42	NETWORK SVCS THRU 10/31/25		11718	152886	1120.6310		PROFESSIONAL SERVICES	GENERAL GOVERNMENT
	11/26/2025	678.50	LOCATES		11719	152923	1320.6310		PROFESSIONAL SERVICES	STREET MAINTENANCE
		2,054.92								
163944	11/26/2025		101580 MACQUEEN							
	11/26/2025	623.05	STRUCTURAL FIRE BOOTS		11720	P55341	1220.6580		OTHER EQUIPMENT	FIRE
	11/26/2025	65.70	HELMET LABELS		11721	P58461	1220.6580		OTHER EQUIPMENT	FIRE
		688.75								
163945	11/26/2025		100510 MARCO TECHNOLOGIES LLC							
	11/26/2025	730.29	CONTRACT FEES COPIERS (4)		11722	INV14495051-A	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
		730.29								
163946	11/26/2025		102326 MARCO TECHNOLOGIES LLC							
	11/26/2025	178.30	CH RECEPTION COPIER		11723	568450696	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
		178.30								
163947	11/26/2025		103697 MENARDS-APPLE VALLEY							
	11/26/2025	51.18	BOARDS		11725	01956	1520.6238		OTHER MAINTENANCE SUPPLIES	PARKS MAINTENANCE

Council Check Register by GL
Check Register w GL Date & Summary

11/26/2025 -- 12/10/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
163947	11/26/2025		103697 MENARDS-APPLE VALLEY						Continued...	
	11/26/2025	235.87	ELECTRICAL REPAIR SUPPLIES		11726	2350	1520.6226		OTHER OPERATING SUPPLIES	PARKS MAINTENANCE
		287.05								
163948	11/26/2025		103699 METRO COUNCIL ENV SERV							
	11/26/2025	157,862.15	DEC 2025 WASTEWATER SERVICES		11727	0001196440	6200.6375		SEWER	SEWER UTILITY
		157,862.15								
163949	11/26/2025		103700 METRO COUNCIL ENV SERV							
	11/26/2025	69,580.00	OCTOBER 2025 METRO SAC PMT		11728	OCT 25 SAC PYMTA	1000.2063		METRO SAC PAYABLE	GENERAL FUND BALANCE SHEET
	11/26/2025	695.80-	OCTOBER 2025 METRO SAC PMT		11729	OCT 25 SAC PYMTB	1120.4351		METRO SAC CHARGES	GENERAL GOVERNMENT
		68,884.20								
163950	11/26/2025		101363 METRO SALES INC							
	11/26/2025	73.44	STEEPLE CNTR MAIN OFFICE COPY		11730	INV2941978A	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	11/26/2025	54.05	STEEPLE CNTR MAIN OFFICE COPY		11731	INV2941978B	1120.6350		PRINTING COSTS	GENERAL GOVERNMENT
	11/26/2025	102.00	RCC (J. BALVANCE) COPIER		11732	INV2943470A	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	11/26/2025	28.30	RCC (J. BALVANCE) COPIER		11733	INV2943470B	1120.6350		PRINTING COSTS	GENERAL GOVERNMENT
		257.79								
163951	11/26/2025		101225 MIDWEST GROUNDCOVER							
	11/26/2025	18,900.00	DALLARA PARK PG WOODFIBER		11735	25130	4100.6530	PDALLA	IMPROVEMENTS OTHER THAN BUILDI	PARK IMPROVEMENT
		18,900.00								
163952	11/26/2025		100085 MITY LITE INC							
	11/26/2025	426.47	TABLE		11736	194523	1510.6242		MINOR EQUIPMENT	PARK & RECREATION
		426.47								
163953	11/26/2025		103732 MN VALLEY TESTING LABS							
	11/26/2025	304.50	BAC-T SAMPLES		11762	1332730	6100.6310		PROFESSIONAL SERVICES	WATER UTILITY
	11/26/2025	728.00	MANGANESE TESTING		11763	1333271	6100.6310		PROFESSIONAL SERVICES	WATER UTILITY
		1,032.50								
163954	11/26/2025		100536 MNCAR							
	11/26/2025	325.00	MNCAR MEMBERSHIP RENEWAL		11761	2026606	2100.1505		PREPAID ITEMS	PORT AUTHORITY
		325.00								
163955	11/26/2025		106673 MOORE, RUTH							
	11/26/2025	1,725.00	C6481 REFUND HALL DD SEC FEE		11773	81324290 DEP	1000.2204		P&R - REFUND CLEARING	GENERAL FUND BALANCE SHEET

Council Check Register by GL
Check Register w GL Date & Summary

11/26/2025 -- 12/10/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
163955	11/26/2025		106673 MOORE, RUTH						Continued...	
						REFND				
		1,725.00								
163956	11/26/2025		106672 NORTH WIND TEST LLC							
	11/26/2025	37,480.00	DEED INVESTIGATION GRANT		11764	CCGP-24-0026-Z-FY25	2100.6456		OTHER MISCELLANEOUS CHARGES	PORT AUTHORITY
		37,480.00								
163957	11/26/2025		106648 NORTHLAND GRADING & EXCAVATING							
	11/26/2025	2,000.00	REFUND HDYRANT METER DEPOSIT		11765	METER 23984001	6100.2201		DEPOSITS PAYABLE	WATER UTILITY
						DEP RFNDA				
	11/26/2025	105.34	REFUND HDYRANT METER DEPOSIT		11766	METER 23984001	6100.4801.04		COMMERCIAL UTILITY REVENUE	WATER UTILITY
						DEP RFNDB				
	11/26/2025	8.56	REFUND HDYRANT METER DEPOSIT		11767	METER 23984001	6100.2061		SALES TAX PAYABLE	WATER UTILITY
						DEP RFNDC				
		1,886.10								
163958	11/26/2025		101212 OPG-3 INC							
	11/26/2025	28,390.00	LASERFICHE SUBSCRIPTION		11768	9241	1120.6451		DUES AND SUBSCRIPTIONS	GENERAL GOVERNMENT
		28,390.00								
163959	11/26/2025		100633 O'REILLY AUTO PARTS							
	11/26/2025	18.30	SILCONE FOR HOSE GASKETS		11769	2123-395081	1220.6220		OPERATING SUPPLIES	FIRE
	11/26/2025	54.90	SILCONE FOR HOSE GASKETS		11770	3245-304506	1220.6220		OPERATING SUPPLIES	FIRE
		73.20								
163960	11/26/2025		102006 PELLICCI ACE ROSEMOUNT							
	11/26/2025	9.90	SCREWS		11771	14711/R	1340.6233		BUILDING REPAIRS SUPPLIES	GOVERNMENT BUILDINGS
	11/26/2025	29.03	HARDWARE SUPPLIES		11772	14746 /R	6500.6242		MINOR EQUIPMENT	ICE ARENA
		38.93								
163961	11/26/2025		103777 SAM'S CLUB							
	11/26/2025	282.47	GPARENT EVENT SUPPLIES		11774	001040	1510.6226	00040503	OTHER OPERATING SUPPLIES	PARK & RECREATION
	11/26/2025	16.76	YOUTH COMM. SNACKS		11775	000780	1110.6460		MEETING EXPENSE	LEGISLATIVE CONTROL
	11/26/2025	113.22	CLEANING SUPPLIES		11776	000890	1340.6221		CLEANING SUPPLIES	GOVERNMENT BUILDINGS
	11/26/2025	16.48	WELLNESS LUNCH & LEARN CHIPS		11777	000780B	1180.6465		RECOGNITION/WEELLNESS	HUMAN RESOURCES
	11/26/2025	425.00	2025 ANNUAL MEMBERSHIPS		11778	999999 - 2025	1120.6451		DUES AND SUBSCRIPTIONS	GENERAL GOVERNMENT
		853.93								
163962	11/26/2025		100419 SCHMITTY & SONS TRANSPORTATION							

Council Check Register by GL
Check Register w GL Date & Summary

11/26/2025 -- 12/10/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
163962	11/26/2025		100419 SCHMITTY & SONS TRANSPORTATION						Continued...	
	11/26/2025	891.75	NIGHT ON THE TOWN TROLLEY		11779	INV30550	2100.6310		PROFESSIONAL SERVICES	PORT AUTHORITY
		891.75								
163963	11/26/2025		103780 SENTRY SYSTEMS INC							
	11/26/2025	150.00	FIRE ALARM REPAIR		11780	806475	1120.6310		PROFESSIONAL SERVICES	GENERAL GOVERNMENT
		150.00								
163964	11/26/2025		100194 SHI INTERNATIONAL CORP							
	11/26/2025	187.00	LENOVO UNIVERSAL DOCK		11781	B20479320	1510.6221		CLEANING SUPPLIES	PARK & RECREATION
		187.00								
163965	11/26/2025		100148 SKB ENVIRONMENTAL							
	11/26/2025	160.63	DEMOLITION DEBRIS		11782	107990C063	1320.6310		PROFESSIONAL SERVICES	STREET MAINTENANCE
		160.63								
163966	11/26/2025		100298 SRF CONSULTING GROUP INC							
	11/26/2025	64.52	ASPEN AVE EXTENSION		11783	16955.00-21	4318.6313		ENGINEERING SERVICES	2024-02 - ASPEN AVENUE EXTENSI
		64.52								
163967	11/26/2025		103795 STREICHER'S							
	11/26/2025	354.95	K9 UNIFORM FOR ANIS		11784	11795544	1210.6144		EMPLOYEE ALLOWANCES	POLICE
		354.95								
163968	11/26/2025		102866 THE DAVEY TREE EXPERT COMPANY							
	11/26/2025	1,480.00	TREE TRIMMING		11786	920116898	4100.6383	PCARRO	IMPROVEMENT REPAIRS AND MAINTENANCE	PARK IMPROVEMENT
		1,480.00								
163969	11/26/2025		106623 THE GUARD ALLIANCE INC							
	11/26/2025	3,640.00	RCC FIRE WATCH		11787	INV-005555	1510.6317		OTHER PROFESSIONAL SERVICES	PARK & RECREATION
	11/26/2025	3,640.00	RCC FIRE WATCH		11788	INV-005601	4000.6317		OTHER PROFESSIONAL SERVICES	BUILDING IMPROVEMENT
		7,280.00								
163970	11/26/2025		106506 THE HUNTINGTON NATIONAL BANK							
	11/26/2025	26,898.65	4110 TORO LEASE PAYMENT		11789	2247954	1330.6394		MACHINERY RENTALS	FLEET MAINTENANCE
		26,898.65								
163971	11/26/2025		103118 TIMECLOCK PLUS LLC							
	11/26/2025	207.60	ADDITIONAL LICENSESES		11790	INV00448085	1210.6318		SOFTWARE FEES	POLICE
		207.60								

Council Check Register by GL
Check Register w GL Date & Summary

11/26/2025 -- 12/10/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
163972	11/26/2025		100628 US BANK EQUIPMENT FINANCE						Continued...	
	11/26/2025	358.00	ENGINEERING & CH ADMIN COPIERS		11791	567832639	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	11/26/2025	173.00	CH UTILITY BILLING COPIER		11792	568134969	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
		531.00								
163973	11/26/2025		106115 VALBRIDGE PROPERTY ADVISORS							
	11/26/2025	1,500.00	SPEEDWAY APPRAISAL		11793	MN02-25-7966	2100.6510		LAND	PORT AUTHORITY
		1,500.00								
163974	11/26/2025		106663 VALLEY AUTOMOTIVE GROUP							
	11/26/2025	2,135.83	PARTS AND LABOR		11794	332150A	1330.6384		MACHINERY & EQUIPMENT REPAIRS	FLEET MAINTENANCE
	11/26/2025	5,381.79	PARTS AND LABOR		11795	332150B	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		7,517.62								
163975	11/26/2025		100191 VALLEY RICH CO INC							
	11/26/2025	4,800.00	FIXED CATCH BASIN		11796	35101	6300.6382		STRUCTURE REPAIRS AND MAINTENA	STORM WATER UTILITY
		4,800.00								
163976	11/26/2025		106674 WENDELLS INC							
	11/26/2025	1,667.09	CHALLENGE COINS - FIRE		11797	332748	1220.6317		OTHER PROFESSIONAL SERVICES	FIRE
		1,667.09								
163977	11/26/2025		103832 WSB AND ASSOCIATES INC							
	11/26/2025	8,776.25	2025 ASST CITY ENGINEER SERV		11798	R-027450-000-8	1310.6313		ENGINEERING SERVICES	ENGINEERING
		8,776.25								
163978	11/26/2025		103833 XCEL ENERGY							
	11/26/2025	45.40	SIGNAL LIGHTS & STREET LIGHTS		11799	51-8053588-8 11/25A	1320.6371		ELECTRIC	STREET MAINTENANCE
	11/26/2025	70.03	SIGNAL LIGHTS & STREET LIGHTS		11800	51-8053588-8 11/25B	6400.6371		ELECTRIC	STREET LIGHT UTILITY
		115.43								
163979	11/26/2025		100775 YALE MECHANICAL LLC							
	11/26/2025	432.00	HEATING HVAC MAINTENANCE		11801	277784	6100.6384	W114	MACHINERY & EQUIPMENT REPAIRS	WATER UTILITY
		432.00								
163980	12/1/2025		103261 MARTIN MARIETTA MATERIALS							
	10/23/2025	25.00	DUMP FEE		10421	47368315	1320.6310		PROFESSIONAL SERVICES	STREET MAINTENANCE
		25.00								

Council Check Register by GL
Check Register w GL Date & Summary

11/26/2025 -- 12/10/2025

<u>Check #</u>	<u>Date</u>	<u>Amount</u>	<u>Supplier / Explanation</u>	<u>PO #</u>	<u>Doc No</u>	<u>Inv No</u>	<u>Account No</u>	<u>Subledger</u>	<u>Account Description</u>	<u>Business Unit</u>
		1,133,229.69	Grand Total							
							<u>Payment Instrument Totals</u>			
							Checks		1,133,229.69	
							Total Payments		1,133,229.69	

**ROSEMOUNT CITY COUNCIL
REGULAR MEETING PROCEEDINGS
DECEMBER 2, 2025**

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Pursuant to due call and notice thereof, a regular meeting of the Rosemount City Council was held on Tuesday, December 2, 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

Motion to approve the agenda

Ayes: 4.

Nays: None. Motion carried.

PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS

None.

RESPONSE TO PUBLIC COMMENT

None.

PUBLIC COMMENT

None.

CONSENT AGENDA

Mayor Weisensel provided a formal statement regarding item 6.d. Accept Resignation of Employee, stating: "This item is in regard to the resignation of former Police Chief Mike Dahlstrom. I'd like to clarify that the action being taken tonight is to accept the terms of the separation agreement and financial severance related to the Chief's resignation. It's widely known that the City received several complaints via the employee engagement survey. We understand that our community is highly aware of this situation, and I want to assure you that your City Council takes this issue very seriously. We trust our staff and their leadership on the matter. Supporting a culture of high performance is a core pillar of our Strategic Plan. Morale, teamwork, and personal accountability are just as essential to our mission as the results we deliver. That being said, we appreciate the leadership shown by Mr. Martin, his team, Interim Chief Thomas, and the men and women of Rosemount Police Department during the past couple of months. We are confident in our public safety teams and look forward to a strong future in Rosemount."

Motion by Theisen **Second by** Freske

Motion to approve consent agenda

Ayes: 4.

Nays: None. Motion Carried.

- a. Bill Listings
- b. Minutes of the November 18, 2025 Regular Meeting Minutes
- c. Set Meeting Schedule for 2026
- d. Accept Resignation of Employee
- e. 2026 Schedule of Rates and Fees
- f. 2026 - 2027 Tobacco Licenses
- g. 2026 Liquor License Renewals
- h. Donation Acceptance for Heroes and Helpers
- i. Joint Powers Agreement with Dakota County for the Restoration of the McMenomy Woods
- j. Authorize Creation of Firefighter Administrative Specialist Position
- k. Approve Cooperative Construction Agreement with Metropolitan Council Environmental Services

PUBLIC HEARINGS

- a. Public Improvement Hearing for the 2026 Street Improvement Project

Mr. Erickson, City Engineer, provided a recap of the Public Improvement Hearing for the 2026 Street Improvement Project as initially discussed at the November 18th City Council regular meeting. Mr. Erickson noted, a simple majority vote was needed to proceed with the action and that was unable to be done at the November 18th meeting. Therefore, the public hearing was continued to this meeting.

Mayor Weisensel opened the public hearing at 7:13 p.m.

No public comment was received.

Motion by Weisensel Second by Theisen

Motion to close the public hearing

Ayes: 4.

Nays: None. Motion carried.

Motion by Klimpel Second by Theisen

Motion to 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.

Ayes: 4.

Nays: None. Motion Carried.

b. Establish 2026 Budget, Levy, and CIP

City Administrator Martin provided an overview of the 2026 budget, levy and CIP. The headlines for the 2026 budget include; another record growth in value of new construction, the City's tax capacity valuation increased by 11.56%, Major public safety investments to respond to a growing community, new construction saved pre-existing homeowners \$81 on their taxes, without \$253M million in new construction, taxes on median valued home would've increased \$218 in 2026 and the median valued home increased to \$421,950 (7.05%).

Mr. Martin highlighted each department's budget items. In addition, noting that Rosemount is ranked the second lowest in taxes in comparison to other Dakota County cities.

Mayor Weisensel opened the public hearing at 7:38 p.m.

Cheryl

(Address not provided, Bloomfield Quads area)

Cheryl questioned the valuation of taxes and when will the homeowners notice an impact on their taxes from all the growth and development in Rosemount?

City Administrator Martin responded a lot of the impact to properties will be based upon the timing of the valuation of the properties as there is a lag in time of when the property is valued and fully online in which it will take time for homeowners to feel the impact.

Motion by Weisensel Second by Klimpel

Motion to close the public hearing

Ayes: 4.

Nays: None. Motion carried.

Councilmember Theisen stated there are benefits of a growing community, but it may be hard to see at first and noted how great that we are sitting at number 2, in comparison to other Dakota County cities.

Motion by Freske Second by Theisen

Motion to Staff recommends the City Council hold the Truth in Taxation hearing. Following that, the Council may adopt a motion approving the 2026 General Fund Operating Budget, the 2026 CIP Budgets, the 2026 Insurance Budget, the 2026 Port Authority Operating Levy, and the 2026 Levy required by the City of Rosemount.

Ayes: 4.

Nays: None. Motion Carried.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

ANNOUNCEMENTS

a. City Staff Updates

Chief Springer highlighted the upcoming Santa Parade on December 13th.

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 7:50 p.m.

Respectfully submitted,

Erin Fasbender
City Clerk

**ROSEMOUNT CITY COUNCIL
SPECIAL WORK SESSION WITH ROSEMOUNT PORT AUTHORITY PROCEEDINGS
DECEMBER 2, 2025**

CALL TO ORDER

Pursuant to due call and notice thereof, a special meeting of the Rosemount City Council and Rosemount Port Authority was held on Tuesday, December 2, 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 and Commissioner Ober. Councilmember Essler and Commissioner Beaudette were 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. Port Authority Development and Project review

Community Development Director Kienberger provided a development and project update for the Port Authority. Noting the most recent residential and commercial development, discussed active alternative urban areawide reviews (AUAR) and potential projects in the near future. Mr. Kienberger also highlighted the work staff is going to undergo in updating the 2050 Comprehensive Plan.

In addition, Mr. Kienberger highlighted the potential city actions/roles that have been identified so far to hold the Expo 2031 in Rosemount on the east side of town, i.e. AUAR or similar environmental review, land use plan amendment ahead of 2050 Comprehensive Plan update, Met Council approval for a MUSA extension, plans and coordination for public infrastructure extension, regional transportation upgrades and public safety planning and resource allocation.

The Port Authority was appreciative of the staff update as growth has been significant over the past year.

b. Consider Expo 2031 opportunity

Members of the Expo 2031 Committee joined the meeting and City Administrator provided an update to the Committee on the discussions that were discussed with Port Authority and City Councilmembers earlier this evening and highlighted several of the concerns the Port Authority has, i.e. fundraising concerns, determining whether this is an event Rosemount residents would want and the impact hosting the Expo will have on City staff.

Wendy Meadley, CEO of Expo 2031, suggested an open house for the community to ensure the residents and Rosemount does want the event to be held in Rosemount. SRF Consulting was also present as they are leading the planning for the event. SRF Consulting noted they would need to begin

an AUAR soon as the entire process will take about one year and stated the land would not be purchased before the AUAR is completed as the landowner is willing to wait for the AUAR process to be completed.

Wendy Meadley also discussed the fundraising capabilities and provided an overview of their legacy model on how they will continue to pursue different types of players for fundraising. She also noted that bringing infrastructure to the proposed site would result in more interested developers once the Expo is over and that would be a positive impact to the finances.

Councilmember Freske requested a breakdown of the overall financials. Wendy stated the current estimated total for the Expo is 1.2 billion which includes everything including road infrastructure, utilities, etc. Wendy noted the possible government grants are very small piece of the financing, and the committee will rely more on private funding as it is a very big deal that the Expo will be in America. Wendy noted the committee is still working on finalizing numbers and will provide those numbers to the Port Authority once finalized as the Expo has grown in scope.

City Administrator Martin requested Wendy finalize the numbers and then hold another meeting to further discuss and determine the next steps for the Expo in Rosemount.

Mayor Weisensel noted the Port Authority needs more information to know how the numbers work and the Port Authority needs to further discuss what the vision is for the community as the Expo could be an economic development towards the east side of town.

Councilmember Theisen questioned whether the Expo would be a good fit for Rosemount especially since there are so many other thoughts for strategic development in that area.

Councilmember Freske agreed with Councilmember Theisen and stated City Council would have a hard time informing our residents of the Expo and noted she is worried about what is being presented versus reality.

Councilmember Klimpel also added she is concerned about the risk factor following the Expo, i.e. empty buildings, debt, etc.

Commissioner Ober was in agreement with Councilmember Klimpel and added she doesn't see the long-term value in having the Expo in Rosemount.

Wendy noted any elements proposed can be taken out of the perspective models should the Port Authority desire that and concluded that having the Expo in Rosemount is the committee's first choice, however they do have backups should Rosemount not work out.

UPDATES

a. Staff Reports

City Administrator Martin highlighted upcoming calendar events, i.e. City Administrator annual evaluation and the Santa Parade.

ADJOURNMENT

There being no further business to come before the City Council and Port Authority at the special work session meeting and upon a motion by Weisensel the meeting was adjourned at 6:55 p.m.

Respectfully submitted,

Erin Fasbender
City Clerk

City Council Regular Meeting: December 16, 2025

AGENDA ITEM: Designation of Polling Places for 2026 Elections	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Erin Fasbender, City Clerk	AGENDA NO. 6.d.
ATTACHMENTS: Resolution , Map	APPROVED BY:
RECOMMENDED ACTION: Motion to approve the attached resolution designating the polling places for the 2026 Elections	

BACKGROUND

State law requires municipalities to designate, by resolution, their polling places for the following year if changes have been made to the polling locations. The designation must be made by December 31 for the following year and no designation of a new or different polling place shall become effective less than 90 days prior to an election.

The polling location for precinct 1 previously listed as Lighthouse Christian Church will now appear as The Minnesota Debre Bisrat St. Gabriel & St. Arsema Ethiopian Orthodox Tewahedo Church. For short, it can be referred to as St. Gabriel & St. Arsema Ethiopian Orthodox Church on official election materials. The physical address remains the same; only the name has changed.

To address spacing concerns and provide a more convenient option for residents on the east side of town, precinct 6 has been relocated to the newly constructed Police and Public Works Campus. This facility offers improved accessibility, parking, and space to accommodate voters.

The proposed polling places for 2026:

- Precinct 1: St. Gabriel & St. Arsema Ethiopian Orthodox Church, 3285 144th St West **(Formerly known as The Lighthouse Christian Church)**
- Precinct 2: St. John's Lutheran Church, 14385 Blaine Avenue East
- Precinct 3: First Baptist Church, 14400 Diamond Path West
- Precinct 4: Rosemount Steeple Center, 14375 South Robert Trail
- Precinct 5: The Well United Methodist Church, 14770 Canada Avenue
- Precinct 6: City of Rosemount Police and Public Works Campus, 14041 Biscayne Avenue **(Formerly known as The Well United Methodist Church - West Side Gym)**
- Precinct 7: Rosemount Community Center, 13885 South Robert Trail
- Precinct 8: Hosanna Church, 14401 Biscayne Avenue West

Should the City Council approve the establishment of the polling locations, staff will begin public notification through the City's website, newsletter and other sources. In addition, all voters in Precincts

6 will receive a direct mailing informing them of their polling location for 2026.

RECOMMENDATION

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

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2025 - XX

**A RESOLUTION APPROVING THE DESIGNATION OF
POLLING PLACES FOR 2026 ELECTIONS**

WHEREAS, Minnesota Statute requires municipalities to designate, by resolution, their polling places for the following year, before December 31

WHEREAS, no designation of a new or different polling place shall become effective less than 90 days prior to an election, including school district elections or referenda, and no polling place changes may occur during the period between the state primary and the state general election, except that a new polling place may be designated to replace a polling place that has become unavailable for use.

NOW, THEREFORE BE IT RESOLVED, that the City of Rosemount hereby designates the following precinct locations for all 2026 elections;

Precinct 1:	St. Gabriel & St. Arsema Ethiopian Orthodox Church, 3285 144th St West
Precinct 2:	St. John's Lutheran Church, 14385 Blaine Avenue East
Precinct 3:	First Baptist Church, 14400 Diamond Path West Rosemount
Precinct 4:	Steeple Center, 14375 South Robert Trail
Precinct 5:	The Well, a United Methodist Church, 14770 Canada Avenue
Precinct 6:	Police and Public Works Campus, 14041 Biscayne Avenue
Precinct 7:	Rosemount Community Center, 13885 South Robert Trail
Precinct 8:	Hosanna Church, 14401 Biscayne Avenue West

ADOPTED this 16th day of December, 2025, by the City Council of the City of Rosemount.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk



 Precinct 1 - St. Gabriel & St. Arsema Ethiopian Orthodox Church	 Precinct 5 - The Well A United Methodist Church
 Precinct 2 - St. John's Lutheran Church	 Precinct 6 - Police & Public Works Campus
 Precinct 3 - First Baptist Church	 Precinct 7 - Rosemount Community Center
 Precinct 4 - Rosemount Steeple Center	 Precinct 8 - Hosanna Church



City Council Regular Meeting: December 16, 2025

AGENDA ITEM: Approve Joint Powers Agreement with Dakota County - Corridor Study & Preliminary Design of Hwy 46 Expansion Project	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Nick Egger, Public Works Director	AGENDA NO. 6.e.
ATTACHMENTS: Joint Powers Agreement	APPROVED BY: LJM
RECOMMENDED ACTION: Approve City Entry into a Joint Powers Agreement with Dakota County for a Corridor Study and Preliminary Design of CSAH 46 Expansion between Trunk Highway 3 and US Highway 52	

BACKGROUND

Dakota County's Capital Improvement Plan includes expanding County State Aid Highway 46 from two lanes to four between State Trunk Highway 3 and U.S. Highway 52, along with interchange improvements at U.S. Highway 52. Construction is anticipated to begin in 2028, and preliminary planning has gradually progressed over the past several years. To date, the County has secured more than \$10 million in external funding toward this \$43-million-plus project.

The next step is to complete a detailed corridor study and preliminary design work, and the County would like to move forward with this phase. However, doing so requires commitments from partner agencies and affected communities.

Accordingly, the attached Joint Powers Agreement between the County and the City outlines each agency's roles, responsibilities, and cost-share obligations. The City's share for this initial phase is estimated at approximately \$214,000, reflecting the work associated with the portion of the project within the City of Rosemount, which extends from Highway 3 roughly 3.4 miles east to near Barbara Avenue.

RECOMMENDATION

Staff recommends the City Council approve City Entry into the attached Joint Powers Agreement with Dakota County

JOINT POWERS AGREEMENT FOR
CORRIDOR STUDY, PRELIMINARY ENGINEERING, AND COST PARTICIPATION

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF ROSEMOUNT

FOR

DAKOTA COUNTY PROJECT NO. 99-013

CITYOF ROSEMOUNT PROJECT NO. 2028-022028-02

SYNOPSIS: Dakota County and the City of Rosemount agree to conduct a corridor study, preliminary engineering, and cost share for the future reconstruction of County State Aid Highway (CSAH) 46 (160th Street East/Brandel Drive) from Trunk Highway (TH) 3 (Robert Trail South) in Rosemount and Empire to CSAH 48 (160th Street East) in Coates, Dakota County.

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 99-013 and City Project 2028-02; and

WHEREAS, County Project 99-013 will include a corridor study, and preliminary engineering of four lane expansion of County State Aid Highway (CSAH) 46 (160th Street East/Brandel Drive) from Trunk Highway (TH) 3 (Robert Trail South) in Rosemount and Empire to CSAH 48 (160th Street East) in Coates, Dakota County (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 corridor study, preliminary engineering 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 corridor study, preliminary engineering per the Cost Sharing Policy within the Dakota County 2040 Transportation Plan (July 2021); and

WHEREAS, the CSAH 46 from Trunk Highway 3 to US Highway 52 Improvement Project has been selected to receive funding for construction through the Metropolitan Council Regional Solicitation Grant program; and

WHEREAS, the project has been approved to receive up to a maximum of \$10,000,000 for construction of the entire corridor, subject to MnDOT' s cost participation policy; and

NOW, THEREFORE, it is agreed the County, and the 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 County shall be the lead agency for corridor study and preliminary engineering 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 and Final 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. Utility Identification and coordination
 - g. Drainage design
 - h. Lighting and signal designs
 - i. Traffic evaluation of traffic management plan

- j. MnDOT approved geometric layout and 10% plans construction cost estimate
3. Engineering. Engineering costs shall include the cost of preparing preliminary, plans, and proposals, surveying, mapping, consultant engineering, right-of-way mapping, traffic signals and streetlights, as well as the cost of facilitating public and/or third-party agency involvement.
 4. Plans and Specifications. The County 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.
 5. Municipal Construction Items. If City elects to coordinate concurrent utility work within the preliminary/final design, then City shall be responsible for 100% of the costs for such additional improvements.

Cost Share.

This agreement pertains solely to the preliminary design phase of the project. The City of Rosemount's participation is limited to the portion of the corridor within its municipal boundary, from Station 119+52 to approximately 282+50.

In accordance with the County's cost participation policy for expansion projects (Table F.1 – 10-ton route), which assigns a 25% City / 75% County cost share, and recognizing that Rosemount's frontage accounts for approximately 30% of the total project frontage length, the following applies:

- The City's cost share is calculated as:
 $30\% \text{ frontage} \times 25\% \text{ policy share} = 7.5\%$
- This 7.5% represents the City's share of the total preliminary design cost, based on its proportionate front frontage.
- The cost share is only attributable to the Rosemount segment and does not imply agreement to a broader cost-share methodology for future phases.

See Attachment B (Opinion of Cost Participation) for current cost split estimates for preliminary design phase of the Project.

6. Project Cost Updates. The County must provide updated cost estimates showing the County and City shares of Project costs annually at the time of Capital Improvement

Program development. Project cost estimate updates include actual and estimated costs for corridor study and preliminary engineering costs, 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.

7. Payment. The County 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 County Engineer. 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.
8. 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, Rosemount Public Works Director, and the County's appointed representative is Erin Laberee, Dakota 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.
9. 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.
10. Effective Dates for Design 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 December 31, 2028.

11. 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.
12. 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.
13. 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.

14. 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.

15. 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.

16. 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, Director
Rosemount Public Works
14041 Biscayne Avenue
Rosemount, MN 55068
Office: 651-322-2022
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 PAGES 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:

Erin Laberee, County Engineer

By: _____
Georg Fischer, Director PDD

Date: _____

COUNTY BOARD RESOLUTION

No. _____ Date: _____

-

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.

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:

- County Intersections: 25 percent base level of participation plus 15 percent for each county approach leg of the intersection.
- 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.

CP 99-013								
Cost Split								
County		92.50%						
City of Rosemount		7.50%						
Date October 2025								
		Executed Contract Amount						
		Estimated Amount						
		Insert CIP Budget Amount Per Phase						
CP 99-013	CIP Programmed Budgets	Total (Estimated if not known)	FHWA	Dakota County (92.5%)	Dakota County (100%)	City of Rosemount (7.5 %)	City of Rosemount (100%)	Comments
Preliminary & Final Design (Insert cost split here)								
- TKDA (Preliminary Design)		\$ 769,459		\$ 711,749.58	N/A	\$ 57,709	N/A	
- TKDA (Prelim Design Amendment 1)		\$ 128,027		\$ 118,425	N/A	\$ 9,602	N/A	
- SRF (GRANT)		\$ 24,812		\$ 22,951	N/A	\$ 1,861	N/A	
- SRF (GRANT)		\$ 15,000		\$ 14,800	N/A	\$ 1,200	N/A	
Final Design		\$ 1,500,000		\$ 1,387,500	N/A	\$ 112,500	N/A	
-Wetland Credits		\$ 350,000		\$ 323,750	N/A	\$ 26,250	N/A	
-Potholing Contract		\$ 50,000		\$ 46,250	N/A	\$ 3,750	N/A	
-Public Engagement Mailing/Advertisement		\$ 10,000		\$ 9,250	N/A	\$ 750	N/A	
Design Totals	\$ 2,400,000	\$ 2,848,298		\$ 2,634,676	\$ -	\$ 213,622	\$ -	
Right of Way (Insert cost split here)								
- Consultant Name (Appraisals)				\$ -	N/A	\$ -	N/A	
- Consultant Name (Review Appraisals)				\$ -	N/A	\$ -	N/A	
- Consultant Name (O & E's)				\$ -	N/A	\$ -	N/A	
-R/W (Settled)				\$ -	N/A	\$ -	N/A	
-R/W (Unsettled)				\$ -	N/A	\$ -	N/A	
-Commissioners Time				\$ -	N/A	\$ -	N/A	
-Utility Relocations				\$ -	N/A	\$ -	N/A	
-County Attorney Time				\$ -	N/A	\$ -	N/A	
Right of Way Totals	\$ 4,000,000	\$ 4,000,000		\$ 3,700,000	\$ -	\$ 300,000	\$ -	Project Manager to work with ROW Agent to keep settled/unsettle costs captured.
Construction (Insert cost split here)								
-Construction Estimate (30/60/90/Final/Bid Award)		\$ 43,825,884	\$ 10,000,000	\$ 35,502,002	\$ 5,445,342	\$ 2,878,541	N/A	
-Incentives (1%)		\$ 438,259		\$ 355,020	\$ 54,453	\$ 28,785	N/A	
-Mn/Dot Testing (0.8%)		\$ 350,607		\$ 284,016	\$ 43,563	\$ 23,028	N/A	
-Permits				\$ -	N/A	\$ -	N/A	
Construction Totals	\$ 42,800,000	\$ 44,614,750		\$ 36,141,038	\$ 5,543,358	\$ 2,930,354	\$ -	\$ 44,614,750
FHWA Funding		\$ 10,000,000		\$ 8,100,693	\$ 1,242,494	\$ 656,813		
Cost Split = (Construction Totals-FHWA)		\$ 34,614,750		\$ 28,040,345	\$ 4,300,863	\$ 2,273,541		
Dakota County Labor Costs (92.5/7.5)								
County Eng/Admin - DESIGN (15%)		\$ 427,245		\$ 395,201	N/A	\$ 32,043	N/A	
County Eng/Admin - R/W (5%)		\$ 200,000		\$ 185,000	N/A	\$ 15,000	N/A	
County Eng/Admin - CONST. (6%)		\$ 2,676,885		\$ 2,476,119	N/A	\$ 200,766	N/A	
DC Labor Totals		\$ 3,304,130		\$ 3,056,320	\$ -	\$ 247,810	\$ -	
City of Rosemount Labor Costs (92.5/7.5)								
City Eng/Admin - DESIGN (5%)		\$ 142,415		\$ 131,734	N/A	\$ 10,681	N/A	
City Eng/Admin - R/W (1%)		\$ 40,000		\$ 37,000	N/A	\$ 3,000	N/A	
City Eng/Admin - CONST. (1%)		\$ 446,147		\$ 412,686	N/A	\$ 33,461	N/A	
Rosemount Labor Totals		\$ 628,562		\$ 581,420	\$ -	\$ -	\$ -	
COLUMN TOTALS	\$ 49,200,000	\$ 55,395,740		\$ 46,113,453	\$ 5,543,358	\$ 3,691,786	\$ -	
\$ (6,195,740)								
				Dakota County Total	\$ 42,313,624			
				City of Rosemount Total	\$ 3,034,974			
				FHWA	\$ 10,000,000			
				PROJECT TOTALS	\$ 55,348,598			
					\$ 47,142			
Doesn't include lighting, signal infrastructure and construction inspection								

30,313,886

30,313,886

City Council Regular Meeting: December 16, 2025

AGENDA ITEM: Approve Pre-Application Escrow Agreement with Jimnist, LLC	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Nick Egger, Public Works Director	AGENDA NO. 6.f.
ATTACHMENTS: Pre-Application Escrow Agreement , SEH Proposal - Water System Impact Study	APPROVED BY: LJM
RECOMMENDED ACTION: Approve a pre-application escrow agreement to provide funding for advanced review and engineering planning work on a potential future development project.	

BACKGROUND

The City is in discussions with Jimnist LLC, who are the owners of a large section of land on the north side of CSAH 42 between Audrey Avenue and Blaine Avenue, regarding a potential data center development. This area is not yet fully outfitted with City utility systems, and the property owner is evaluating the infrastructure improvements necessary to support the proposed development. If a project moves forward, such infrastructure may possibly be constructed prior to the vertical buildout phase rather than concurrently with it.

To accurately assess system expansion needs, the City must complete impact evaluations and preliminary infrastructure planning. This work will primarily involve third-party consultants, requiring dedicated funding to cover associated costs. The initial focus will be on assessing water system capacity and determining whether the improvements identified in the City's Comprehensive Water System Plan for this area are sufficient to meet the project's demands. This cost of this effort is estimated to be approximately \$33,000. However, additional efforts to analyze or evaluate other proposed infrastructure may be taken up in advance of a formal submittal to determine needs of other infrastructure systems and/or to conduct preliminary civil engineering plan review ahead of an application.

The attached pre-application escrow agreement requires Jimnist, LLC to deposit an initial amount of \$100,000 with the City to fund preliminary project review and technical analysis. Any unused funds remaining at the time of final project approval and subdivision agreement execution will be credited toward applicable City subdivision fees.

RECOMMENDATION

Staff recommends the City Council approve the attached pre-application escrow agreement.

**CITY OF ROSEMOUNT
PRE-APPLICATION PROFESSIONAL COSTS
ESCROW AGREEMENT**

This City of Rosemount Pre-Application Escrow Agreement (“**Agreement**”) is entered into as of the date indicated below by and between the City of Rosemount, a Minnesota municipal corporation (the “**City**”), and Jimnist LLC, a Delaware limited liability company (the “**Company**”). The parties hereto have entered into this Agreement effective as of the date of the last signature set forth below (“**Effective Date**”).

Recitals

- A. The Company is considering a project (the “**Project**”) that will require the submission of one or more applications to the City pursuant to the Rosemount City Code, including, without limitation, applications for site plan, rezoning, and preliminary and final plat (subdivision) (collectively, the “**Applications**”).
- B. Prior to such applications, the City desires to undertake and the Company desires the City to undertake the work described in Section 1 below, which work will be beneficial to the City’s subsequent evaluation of the Applications. The costs and expenses the City incurs to undertake the work described in Section 1 below are referred to herein, collectively, as the “**Professional Costs**”.
- C. In order to facilitate the expedient review and work by the City and its consultants and rather than requiring the Company to submit an application and associated escrows immediately, the parties desire to enter into this Agreement to provide for a pre-application escrow account to establish a fund from which the City can reimburse itself for its actual Professional Costs it incurs related to the Project.

Agreement

The parties to this Agreement hereby agree as follows:

1. Anticipated Pre-Application Technical Work. The Company hereby acknowledges the proposal for professional services from Short Elliott Hendrickson (SEH), Inc. to the City dated October 20, 2025 attached hereto as Exhibit A as necessary analysis to help all parties understand water supply system impacts and infrastructure needs which would be triggered by the Project.

Additionally, the Company acknowledges that it will also be submitting preliminary design documents and exhibits covering roadway infrastructure, wastewater system infrastructure and stormwater system infrastructure components which are necessary to serve the site, and that the Company will also be requesting the City to review these components in advance of a formal project application. However, none of these components are presently anticipated to require extensive impact analysis that triggers a need for the City to create a formal review scopes and requests for proposals from its consulting firms. Review of these elements of the

Project will be performed on an hourly basis at the City's engineering consultants' standard hourly rates applicable for development review.

Collectively, the Professional Costs associated with these efforts are estimated to be up to \$100,000.

2. Reimbursement. The Company agrees to reimburse the City for its actual Professional Costs, up to a maximum of \$100,000, subject to the terms of this Agreement. The Company shall not be liable for any Professional Costs that are above the maximum of \$100,000 without amendment to this agreement to increase the maximum amount.
3. Professional Costs Escrow. To secure the payment of the anticipated Professional Costs, the Company shall, within ten Business Days after the Effective Date, remit payment to the City in the amount of \$100,000. The funds are to be held by the City in escrow in a separate interest-bearing account with Merchants Bank, 15055 Chippendale Avenue W, Rosemount, MN 55068 (together with the interest accrued thereon, the "**Escrow**"). Any cost for the interest bearing account shall be at the City's cost. Within three Business Days after receipt thereof, the City will deposit such \$100,000 in the Escrow and shall withdraw funds from it as needed to reimburse itself for actual Professional Costs incurred. Once a month, not later than the 5th of each month, the City shall provide the Company with a current accounting of the Escrow as of the last day of the prior month showing all draws, and including copies of all invoices, proof of payments, work task summaries pursuant to said draws, and any other reasonable information regarding the Escrow requested by Company. In no event shall the Company's liability for Professional Costs exceed the amount in Escrow.
4. Return of Escrow. At any time and for any reason, the Company may notify the City by written notice that the Company no longer wants to pursue the Project. Any costs incurred by the City after receipt of such notice shall be at the City's sole cost. Once the Company submits an application to the City for the Project or indicates in writing that it will not be pursuing the Project and requests a return of the remaining Escrow, the City shall return any remaining portion of the Escrow to the Company, with any interest actually earned, within 30 days after the date that the Company submits such application or indicates in writing that it will not pursue the Project, as applicable. The Company understands that the consultants' billing cycle may result in a bill not being received, processed, and paid by the City for up to two months or more after the work was performed.
5. Term. The term of this Agreement (the "**Term**") shall commence on the Effective Date and continue until terminated in accordance herewith. Company may at any time and for any reason terminate this Agreement automatically upon 30 days advanced written notice thereof to the City.
6. Offset of Future Escrow Obligations. Subject to Section 4 above, any remaining balance of the Escrow shall be applied to satisfy any escrow, deposit, or similar amount the Company is required to provide at the time it submits an application for the Project.
7. Default.

- a. Generally. In the event of a default of this Agreement, the non-defaulting Party shall provide written notice of the default to the defaulting Party and shall specify a period of not less than fifteen (15) days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. If the defaulting Party fails to cure the default, the non-defaulting Party may either (a) terminate this Agreement and seek damages from the defaulting Party or (b) enforce this Agreement by the remedy of damages or specific performance or both. The Company may immediately terminate this Agreement if the City is in breach of its undertakings under Section 11(r) (Anti-Corruption Compliance) and will have no obligation to allow further draws with respect to any transaction associated with the breach of the Agreement by the City.
- b. Waiver of Assessments. The City shall not assess all or any portion of the Property or any other Property owned by the Company in the State (defined below) for the Professional Costs. This waiver applies only to the work governed by this Agreement and does not negate the City's ability to assess benefitting properties for future infrastructure and improvements nor does this Agreement negate the Company's ability to challenge such future assessments in accordance with Applicable Laws.
- c. Mutual Waiver of Consequential Damages. Except in the case of gross negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement.

8. Miscellaneous.

- a. Recitals. The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.
- b. No Obligation. The City desires to promote and facilitate projects that are proposed in a way consistent with its City Code and associated land use controls; however, the City entering into this Agreement does not obligate it to agree to any proposals or land use requests which the Company may submit to the City, whether related to the Project or otherwise. Any such proposals and requests will need to be processed and acted on in accordance with the City's established procedures.
- c. No Joint Venture. Nothing herein constitutes the creation of a joint venture or joint undertaking between the City and the Company. This Agreement is simply providing a means for reimbursing the City the Professional Costs incurred related to Project just as if the Company had formally submitted an application to the City. Furthermore, nothing herein shall constitute, or be construed as constituting, a waiver of any limitation on, or exemption from, liability available to the City under Minn. Stat. Chap. 466 or other law.

- d. Notice. All notices and other communications given pursuant to this Agreement shall be in writing and shall be (a) mailed by first class, United States mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address listed below, (b) hand delivered to the intended addressee, (c) sent by nationally recognized overnight courier, or (d) or by electronic mail. If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the party to whom it is directed, postage prepaid. Notice made by personal delivery, overnight delivery or electronic mail shall be deemed given when received. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

City: City of Rosemount
Attn: Logan Martin
2875 145th Street W
Rosemount, MN 55068
Email: logan.martin@rosemountmn.gov
nick.egger@rosemountmn.gov
mtietjen@kennedy-graven.com

Company: Taft Stettinius & Hollister LLP
Attn: Thomas Bray
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402-2157
Email: tbray@taftlaw.com
bmaershbecker@taftlaw.com
Ken@bigfootdevelopmentservices.com

- e. Assignment. The Company may assign its rights and obligations under this Agreement to any (i) affiliate controlling, controlled by or under common control with the Company (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder) or (ii) owner of all or any portion of the Property. If the Company sells the Property in its entirety and assigns its rights and obligations hereunder to its successor in title to the Property, then the Company shall be relieved of all of its covenants, commitments and obligations hereunder. The City shall not have the right to assign its rights and obligations under this Agreement to any party.
- f. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination except as set forth in Section 4.

- g. Severability. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- h. Document Mutually Negotiated. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated, and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party. It is the Parties' collective intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the City, its citizens and the Company.
- i. Waivers. Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.
- j. Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Minnesota ("State").
- k. Interpretation. The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.
- l. Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto, or any notice delivered hereunder will have the same legal effect as an original signature. The parties hereto consent and agree that this Agreement may be signed and/or transmitted by e-mail of a .pdf document or using

electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand-written signature. The parties further consent and agree that (a) to the extent a party signs this Agreement using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically and (b) the electronic signatures appearing on this Agreement shall be treated, for purposes of validity, enforceability, and admissibility, the same as hand-written signatures

- m. Business Days. As used herein, the term "**Business Day**" shall mean a day that is not a Saturday, Sunday or legal holiday in the State. In the event that the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday under the laws of the State, the date for performance thereof shall be extended to the next Business Day.
- n. Effect on Other Vested Rights. This Agreement does not abrogate any rights established or preserved by any Applicable Laws or by any other agreement or contract executed by the City and the Company in connection with the Project or that have vested or may vest pursuant to common law or otherwise.
- o. Confidential Information. The Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the City pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to the Company (such information, collectively, "**Confidential Business Information**"). For the avoidance of doubt, all building plans shall be deemed Confidential Business Information. The City shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Within two (2) Business Days following the City's receipt of any request to inspect or obtain copies of public records relating to this Agreement or the Project, the City shall provide written notice of the same to the Company, which notice shall include a copy of such request. The City shall not allow inspection or provide copies of any such records until the Company shall have had not less than ten (10) Business Days (following and excluding the day on which the Company receives such notice) to determine whether to contest the right of any party to inspect or receive copies of such records. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Company or the City. The costs, damages, if any, and attorneys' fees in any proceeding commenced by the Company or at its request by the City to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by the Company. Notwithstanding the above, Company acknowledges that the City is subject to the Minnesota Government Data Practices Act (the Act), Minnesota Statutes, Chapter 13 and must comply with the Act to the extent this Agreement is inconsistent with the Act.
- p. Attorneys' Fees. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement or the enforcement hereof, the prevailing Party shall

be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

- q. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.
- r. Anti-Corruption Compliance. In connection with the negotiation and performance of this Agreement, the City, on behalf of itself and its agents and representatives, represents, warrants, and covenants that it has complied with and that it has not engaged in and will refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting or agreeing to accept Anything of Value, directly or indirectly to or from (a) any Government Official to (i) influence any act or decision of a Government Official in their official capacity, (ii) induce a Government Official to use their influence with a Government Authority, or (iii) otherwise secure any improper advantage; or (b) any person or entity in any manner that would constitute bribery or an illegal kickback, or would otherwise violate any applicable anti-corruption law, rule, or regulation. **"Anything of Value"** includes, but is not limited to, money, cash or a cash equivalent (including "grease", "expediting" or facilitation payments), discounts, rebates, gifts, meals, entertainment, hospitality, charitable contributions, sponsorships, use of materials, facilities or equipment, transportation, lodging, or promise of employment. **"Government Authority"** means any multinational, national, regional, or local government, governmental or public department, court, commission, board, bureau, agency, ministry, university, political party, or other governmental instrumentality, public international organization, or subdivision, agent, commission, board, or authority of any of the foregoing. **"Government Official"** means any official or employee (or relative or household member thereof), or agent of a Government Authority; members of royal families; or candidates for political office. If the City becomes aware of any violation or suspected violation of this Section 11(r) (Anti-Corruption Compliance), it must provide prompt written notice to the Company and set forth the relevant facts and circumstances. The City will, consistent with applicable laws, cooperate with the Company in good faith to review any suspected violations of this Section 11(r) (Anti-Corruption Compliance), including by providing reasonable access to relevant documentation.
- s. Books & Records. The City will keep and maintain complete and accurate records in connection with its performance under this Agreement and all fees and expenses charged

to the Company and will retain these records for at least seven (7) years from their date of creation or for such period as may be required under applicable laws. For clarity, this provision survives the termination of the Agreement.

- t. Ethical Business Practices; No Procurement Process. In connection with the negotiation and performance of this Agreement, the City represents and warrants that it has complied and covenants that it shall comply with all rules, regulations, ordinances and official policies of the City in force and effect as of the Effective Date and Applicable Laws, including without limitation anti-corruption laws, rules, and regulations, and that it has used and shall use only legitimate and ethical business practices. The performance of any obligations under this Agreement does not require the Company to submit any bid or otherwise participate in any procurement process of the City or to undertake any other obligations required by procurement laws and regulations of the City.

COMPANY:

JIMNIST LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____
Dated: _____

CITY:

CITY OF ROSEMOUNT, a Minnesota municipal corporation

By: _____
Name: _____
Its: _____
Dated: _____

By: _____
Name: _____
Its: _____
Dated: _____

EXHIBIT A

SHORT ELLIOT HENDRICKSON, INC. PROPOSAL



Building a Better World
for All of Us®



October 20, 2025

RE: City of Rosemount
Data Center Water Model and System Impacts
Proposal for Engineering Services
SEH No. ROSEM P-187795 14.00

Mr. Nick Egger
Public Works Director
City of Rosemount
14041 Biscayne Avenue
Rosemount, MN 55068

Dear Mr. Egger:

Short Elliott Hendrickson Inc. (SEH®) is pleased to submit this proposal for design services for the proposed Data Center Water Model and System Impacts Analysis Project (hereinafter called the "Project").

PROJECT UNDERSTANDING

The City of Rosemount is currently experiencing significant development interest related to the emerging data center corridor CSAH 42. One large data center facility is already under construction, and a second potential data center site is being proposed in close proximity to the first. These developments present unique challenges related to water system capacity, reliability, and long-term planning.

Data centers are characterized by high and relatively consistent water demands, particularly for cooling and heat rejection processes. Depending on the facility's design, these demands can represent a substantial addition to the City's average day and maximum day water use. In addition, the nature of the cooling process may affect system operations and storage recovery cycles in ways that differ from traditional residential, commercial, or industrial demands.

Given the location of the proposed development, its proximity to the existing data center site currently under construction, and the shared hydraulic connections to key City infrastructure (such as major transmission mains, reservoirs, and booster stations), a focused engineering analysis is needed to understand the cumulative and site-specific impacts of this additional development. The evaluation will help determine:

- Whether the City's existing water supply, storage, and distribution facilities can accommodate the projected demands. (Update Planning Trigger charts)
- If system modifications (e.g., main upsizing, pump or storage improvements) will be necessary to maintain target pressures and operational flexibility.
- How the addition of both data centers may affect fire flow availability, storage turnover, and operational redundancy across the service area.
- What near- and long-term system improvements or operational adjustments may be warranted to support continued development in this corridor.

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

SEH understands that the City wishes to take a proactive, data-driven approach to planning for these impacts before final design or construction decisions are made. This study will use the City's hydraulic model to simulate the proposed data center demand scenarios, quantify impacts on system performance, and develop recommendations for any necessary improvements or mitigations. The results will provide the City with clear technical justification for future capital planning, cost recovery discussions with the developer(s), and coordination with adjacent infrastructure projects.

SEH has intentionally formed our team to provide the right experience and technical knowledge to address these critical success factors and make this project a success.

PROJECT APPROACH

SEH's approach to this analysis is built on close coordination with City staff, a clear understanding of system operations, and efficient use of the existing calibrated water system model. The goal is to quantify how the proposed data center's water demands—when combined with the nearby facility currently under construction—may affect system pressures, flows, and storage performance, and to identify any system improvements necessary to maintain reliable service and fire protection capacity.

The work will be completed in two primary tasks as summarized below.

Task 1: Data Collection, Demand Analysis, and Water Model Update

SEH will begin by gathering and reviewing all relevant data necessary to accurately represent existing and future system conditions. This includes GIS mapping, SCADA data, recent model calibration files, pump and storage operating records, and any known planned infrastructure improvements. Key subtasks include:

1. Data Review and Coordination
 - a. Meet with City staff to confirm the available datasets, known system changes since the last model update, and operational considerations relevant to the project area.
 - b. Compile infrastructure and operational data, including current pump capacities, reservoir elevations, and pressure zone configurations.
2. Demand Analysis
 - a. Review and confirm the projected water demands associated with the proposed data center, including average day, maximum day, and peak hour rates.
 - b. Incorporate potential variations in water use tied to cooling cycles or seasonal load fluctuations.
 - c. Evaluate cumulative impacts of the proposed site together with the adjacent data center currently under construction.
3. Model Integration and Update
 - a. Update the City's existing calibrated hydraulic model to include the proposed connection location(s) and anticipated demand loads.
 - b. Adjust demand allocations, boundary conditions, and operating parameters as needed to reflect current system conditions.
 - c. Perform an internal model QA/QC review to ensure numerical stability and accuracy prior to analysis.

Deliverable from Task 1: Updated calibrated water model representing both the existing system and future conditions including the proposed data center(s).

Task 2: System Analysis and Reporting

Using the updated model, SEH will evaluate the system's hydraulic performance and identify any operational or infrastructure deficiencies associated with the new development. Analyses will focus on maintaining system reliability, pressure standards, and fire protection capability. Key subtasks include:

1. Hydraulic Modeling and Performance Evaluation
 - a. Run simulations for existing system conditions under maximum-day and peak-hour demands. (Average Summer Day and Max 3 Day EPS Operations)
 - b. Add the proposed data-center demand to evaluate changes in system pressure, storage levels, and flow distribution and operate to assess impact of near term and long-term system operations.
 - c. Assess storage recovery cycles, pump-station operations, and pressure-zone interactions.
 - d. Determine whether the combined data-center loads create localized constraints or trigger operational challenges.
2. Iterative Capacity and Sensitivity Analysis
 - a. If appropriate, incrementally increase demand in defined steps (e.g., +100,000 gpd) to identify system capacity thresholds.
 - b. Quantify at what point service pressures or storage levels fall below determined operational standards for pressure, flow and system design parameters.
 - c. Document limiting system elements (e.g., transmission mains, booster stations, storage tanks).
3. Improvement Alternatives and Cost Planning
 - a. Develop conceptual improvement options, such as main upsizing, Water Supply and Water Storage Improvements.
 - b. Estimate planning-level construction costs and discuss potential phasing or developer cost-share approaches.
4. Reporting and Presentation
 - a. Prepare a technical memorandum summarizing methodology, assumptions, results, and recommendations.
 - b. Include system-wide and localized hydraulic maps, pressure/flow graphs, and summary tables.
 - c. Meet with City staff to present findings and refine final deliverables.

Deliverables: Hydraulic modeling results and sensitivity analyses, Conceptual improvement alternatives with cost estimates, Final technical memorandum, Updated water supply and storage needs trigger chart and presentation materials.

PROJECT TEAM

SEH has assembled a team that has successfully partnered with the City of Rosemount on previous water system modeling and planning efforts. This continuity ensures a seamless understanding of the City's infrastructure, modeling framework, and expectations. The proposed project manager brings extensive experience leading complex utility projects from initiation through delivery, maintaining both schedule and technical quality. Supporting staff include experienced engineers and technical specialists with expertise in hydraulic modeling, water main design, and utility coordination. Summaries of our key team members and their relevant experience are provided below.

Chad T. Katzenberger, PE – Project Manager / Lead Water Engineer

Chad will serve as Project Manager and Lead Water Engineer, providing overall project direction, technical analysis, and strategic guidance throughout the study. He will oversee model development, system evaluation, and coordination with City staff to ensure a clear understanding of project findings and recommendations. Chad brings extensive experience in municipal water planning, hydraulic modeling, and infrastructure design, with a proven record of managing complex water system analyses and capital improvement projects.

Brian Hare, PE – Senior Civil Engineer

Brian will serve as Senior Civil Engineer, providing overall project oversight, cost estimating, and feasibility input for water transmission projects. Brian has extensive experience managing municipal utility projects, including water main design and replacement, HDD installations, groundwater treatment, drainage management, and sanitary sewer improvements.

Heather Schumacher, PE – Lead Hydraulic Modeler

Heather will serve as Lead Hydraulic Modeler, performing the detailed technical analyses and modeling tasks for this project. She will manage the setup, verification, and simulation of system scenarios, ensuring that model results accurately represent system performance and inform project recommendations. Heather has extensive experience with municipal water system modeling, planning, and data integration, and has supported numerous utilities in evaluating system capacity, storage, and transmission needs.

PROJECT SCHEDULE

The following is a short summary of the project schedule, please refer to the attached project schedule for more detail.

Project Kick-off	October 2025
Task 1: Data Collection, Demand Analysis, and Water Model Update.....	November 2025
Progress Meeting	December 2025
Task 2: Analysis and Reporting	January 2026
Draft Technical Memorandum	January 2026
Final Deliverables.....	January 31, 2026

COMPENSATION

The SEH team has carefully evaluated the scope, tasks, and level of effort required to complete the Data Center Water System Analysis. Based on our understanding of the project objectives and anticipated activities, we have developed a clear approach, set of assumptions, and corresponding fee as outlined in the following summary and detailed task-hour worksheet. Our proposed fee reflects the effort necessary to deliver a thorough and technically sound evaluation of system impacts and improvement needs. As this work will be completed on a not-to-exceed basis, if the analysis can be completed efficiently, through streamlined coordination, accurate initial data, and minimal revisions, the total budget may not be fully utilized.

Primary Scope of Services Category	Basis of Compensation	Amount
Task 1: Data Collection, Demand Analysis, and Water Model Update	Fixed Price NTE	\$13,900
Task 2: System Analysis and Reporting	Fixed Price NTE	\$19,000
Total Fee Estimate	Total Maximum NTE	\$32,900

GENERAL SERVICES AGREEMENT

This letter, Exhibit A-1, the Rosemount Letter of Engagement (LOE), and the existing 2016 Professional Services Agreement between the City of Rosemount, MN and SEH shall form the full agreement for this proposed project. This agreement may only be modified in writing and if signed by both parties.

SUMMARY

Thank you for considering our proposal. My team and I are excited and ready to get to work. If you have any questions or concerns regarding this proposal, please do not hesitate to contact me at 218.855.1720 or ckatzenberger@sehinc.com.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Chad T. Katzenberger, PE
Senior Engineer | Project Manager
(Lic. MN, CO, SD, WI)



Miles B. Jensen, PE
Principal-In-Charge
(Lic. AZ, CO, IA, IL, IN, MD, MI, MN, ND, NE, NM, OH, SD, VA, WI)

x:\pt\rose\common\187795 - csah-42 data center water model and system impacts\2_exhibit a_letter proposal for 2025 data center water system impacts.docx

City Council Regular Meeting: December 16, 2025

AGENDA ITEM: Authorize 2026-2027 Union Contracts and Non-Union Benefits	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Logan Martin, City Administrator	AGENDA NO. 6.g.
ATTACHMENTS: AFSCME Contract 2026-2027, LELS Sergeant Contract 2026-2027, Teamsters Contract 2026-2027, LELS Patrol Contract 2026-2027	APPROVED BY: LJM
RECOMMENDED ACTION: Staff recommends the City Council authorize the Mayor and City Clerk to execute labor contracts for 2026-2027 with LELS Patrol, LELS Sergeants, Teamsters Public Works, and AFSCME; and to direct staff that the subsequent benefit changes apply to non-union positions, effective January 1, 2026.	

BACKGROUND

The City of Rosemount has 4 bargaining groups comprising the City's Police Officers, Sergeants, Public Works employees, and Non-Management City Staff. Contracts for all four labor groups expire in 2025, and negotiations with these groups have been ongoing since late summer. The City's negotiating team has reached agreement with all groups, and confirmatory votes have taken place with 3 of the 4 groups (with the final group voting prior to the Council meeting).

The following memo aims to cover general terms that exist in each contract that have been updated for 2026-2027. City staff that are not members of a union receive the COLA and benefit offering changes.

Duration

2 years (2026 & 2027)

Wages

3.5% increase on January 1, 2026

3% increase on January 1, 2027

Pay Structure in Police Department

The contract with LELS Patrol includes adjustments to the wage step schedule for patrol officers. Essentially, this change reallocates the wage increase by keeping entry level pay flatter and restructuring top steps of the pay grade to retain longer-serving officers. The contract also includes a re-opener provision in July 2026 to ensure that the pay changes remain competitive.

The contract with LELS Sergeants includes new call-out pay for officers serving on SWAT and SOT, providing 2 hours of pay for each call-out and for each training event (on top of the actual hours

served). This change responds to the fact that call-out events greatly vary in length.

Clothing Allowance

LELS = No change

LELS Sergeants= \$50 increase

Public Works= \$50 increase

AFSCME = \$50 increase, \$50 increase for safety boot stipend (where position applicable)

Health Insurance Modifications

All contracts include a provision whereby the employee and employer will split the premium costs for the new Paid Family Medical Leave insurance 50%/50%.

Leave Time / Holidays

Per Council direction, much discussion during negotiations surrounded leave-time structures and the City's desire to make benefit changes. Specifically, staff developed a Paid Time Off benefit offering that provides increased flexibility for leave time usage, and establishes lower accruals of banked time amounts. AFSCME and LELS Sergeants agreed to offer Paid Time Off as an option to their members.

LELS Patrol and Teamsters bargained to decline PTO as an option for their members and instead agreed to reduced accrual amounts for Sick Time.

The labor negotiations process is a critical bi-annual task to ensure that the City remains a competitive employer while also protecting the City's need to provide the public services that the community expects. This year's negotiations were respectful and in good faith, and the continued positive relationship among the bargaining units is appreciated.

RECOMMENDATION

Staff recommends the City Council authorize the Mayor and City Clerk to execute labor contracts for 2026-2027 with LELS Patrol, LELS Sergeants, Teamsters Public Works, and AFSCME; and to direct staff that the subsequent benefit changes apply to non-union positions, effective January 1, 2026.

**LABOR AGREEMENT BETWEEN
THE CITY OF ROSEMOUNT
AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL NO. 3857**

January 1, 2026 – December 31, 2027

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Purpose of Agreement	1
2	Recognition	1
3	Union Security	2
4	Employer Authority	2
5	Employee Rights - Grievance Procedure	3
6	Definitions	7
7	Savings Clause	8
8	Work Schedules	8
9	Overtime Pay	9
10	Call Back	10
11	Right to Subcontract	10
12	Discipline	10
13	Seniority	11
14	Probationary Periods	12
15	Safety	12
16	Job Posting	13
17	Non-discrimination	13
18	Union Notices	13
19	Work Out of Class	13
20	Required Training	13

21	Vacation	14
22	Holidays	15
23	Sick Leave	16
24	Paid Time Off	18
25	Insurance	20
26	Severance Pay	22
27	Clothing Allowance	23
28	Education Reimbursement	23
29	Funeral Leave	23
30	Waiver	24
31	Part-time Employee Benefits	24
32	Constitutional Protection	26
33	MN Paid Leave	26
34	Duration	26
	Signatures	27
APPENDIX "A"	Wages 2026 – 2027	28

LABOR AGREEMENT BETWEEN
THE CITY OF ROSEMOUNT
AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL NO. 3857

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Rosemount, hereinafter called the EMPLOYER, and Local No. 3857, American Federation of State, County and Municipal Employees, hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2 - RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for all employees in a unit certified by the State of Minnesota Bureau of Mediation Services in Case No. 93-PCE-502.
- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of the new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - UNION SECURITY

In recognition of the UNION as the exclusive representative the EMPLOYER shall:

- 3.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction, and
- 3.2 Remit such deduction to the appropriate designated officer of the UNION.
- 3.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 3.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.
- 3.5 Upon notification by the UNION, the EMPLOYER shall check off said fee from the earnings of the employee and transmit the same to the UNION.
- 3.6 The EMPLOYER shall furnish the UNION a list of new employees hired in bargaining unit positions.
- 3.7 The EMPLOYER must allow the UNION to meet in person with newly hired employees, without charge to the pay or leave time of the employees, for 30 minutes, within 30 calendar days from the date of hire.

ARTICLE 4 - EMPLOYER AUTHORITY

- 4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all staff, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of

technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this AGREEMENT.

- 4.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE 5 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 5.1 DEFINITION OF A GRIEVANCE: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 5.2 UNION REPRESENTATIVES: The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.
- 5.3 PROCESSING OF A GRIEVANCE: It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION

REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

- 5.4 PROCEDURE: Grievances, as defined by Section 5.1, shall be resolved in conformance with the following procedure:

Step 1 An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar

days shall be considered waived.

Step 2 If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3 A grievance unresolved in Step 2 and appealed to Step 3 by the UNION may be submitted to the Minnesota Bureau of Mediation Services for mediation or to arbitration within ten (10) calendar days following the Employer-designated Representative's final Step 2 answer. If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within ten (10) calendar days following the Employer-designated Representative's final Step 3 answer.

Step 4 A grievance unresolved in Step 2 and appealed in Step 3 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the rules

established by the State Bureau of Mediation Services.

5.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause

such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

5.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

ARTICLE 6 - DEFINITIONS

6.1 UNION: The American Federation of State, County and Municipal Employees.

6.2 EMPLOYER: The City of Rosemount.

6.3 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees.

6.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.

6.5 SENIORITY:

(a) EMPLOYER SENIORITY: Length of continuous, regular and probationary service with the EMPLOYER in any job classification

covered by ARTICLE 2 - RECOGNITION.

- (b) JOB CLASSIFICATION SENIORITY: Length of continuous, regular and probationary service in any job classification covered by ARTICLE 2 - RECOGNITION.

6.6 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of forty (40) hours within a seven (7) day period or eight (8) hours in a day (24 hours) by non-exempt employees, unless the employee works a different schedule mutually agreed upon between the employer and the employee, wherein the employee will be compensated for work performed over forty (40) hours within a seven day period.

6.7 CALL BACK: Return of a non-exempt employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned work shift. An extension of or early report to an assigned shift is not a call back.

ARTICLE 7 - SAVINGS CLAUSE

This AGREEMENT is subject to law. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The parties will attempt to negotiate the voided provision at the request of either party.

ARTICLE 8 - WORK SCHEDULES

8.1 The sole authority for work schedules is the EMPLOYER. The normal

work day for an employee shall be eight (8) hours, 8:00 a.m. to 4:30 p.m.

The normal work week shall be forty (40) hours Monday through Friday.

- 8.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the employee's normal work day. The EMPLOYER will give fourteen (14) days advance notice to the employees affected by the establishment of work days different from the employee's normal work day.
- 8.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than the work day. Employees have an obligation to work overtime or call backs if requested.
- 8.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.
- 8.5 Employees may, by mutual agreement with their employer, work schedules other than the normal workday and workweek. Employees who mutually agree to a schedule that includes a workday longer than eight hours shall not receive overtime pay; however, hours worked in excess of forty (40) hours in a week will continue to be compensated at one and one-half (1½) times the employee's regular rate of pay.

ARTICLE 9 - OVERTIME PAY

- 9.1 Hours worked in excess of forty (40) hours within a seven (7) day period

or eight (8) hours in a day (24 hours) by non-exempt employees will be compensated for at one and one-half (1½) times the employee's regular rate of pay.

9.2 Overtime will be distributed as equally as practicable.

9.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

9.4 If the employee works a different schedule due to a mutual agreement between the employer and the employee, the employee will be compensated for work performed over forty (40) hours within a seven (7) day period.

ARTICLE 10 - CALL BACK

A non-exempt employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of two (2) hours' pay at one and one-half (1½) times the employee's regular rate of pay.

ARTICLE 11 - RIGHT TO SUBCONTRACT

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT.

Employees who will be laid off due to such subcontracting will receive two (2) weeks advance notice.

ARTICLE 12 - DISCIPLINE

12.1 The EMPLOYER will discipline employees only for just cause. Discipline will be in one or more of the following forms:

- a) oral reprimand,
- b) written reprimand,
- c) suspension,
- d) demotion, or
- e) discharge.

12.2 Notices of suspension, demotion, and discharge will be in written form and state the reasons for the action taken.

12.3 Written reprimands, notices of suspension, and notice of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices.

12.4 Employees may examine their own personnel files at reasonable times under the direct supervision of the EMPLOYER.

12.5 Employees will not be questioned concerning the investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.

12.6 Grievances relating to this Article shall be initiated by the UNION in Step 2 of the grievance procedure.

ARTICLE 13 - SENIORITY

13.1 Job classification seniority will be the determining criterion for transfers, promotions and layoffs only when the job-relevant qualification factors between employees are equal.

13.2 Job classification seniority will be the determining criterion for recall when

the job-relevant qualification factors between employees are equal. Recall rights under this provision will continue for twenty-four (24) months after lay off. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

ARTICLE 14 - PROBATIONARY PERIODS

- 14.1 All newly hired or re-hired employees will serve a six (6) month probationary period.
- 14.2 All employees will serve a six (6) month probationary period in any job classification in which the employee has not served a probationary period.
- 14.3 At any time during the probationary period, a newly hired or re-hired employee may be terminated at the sole discretion of the EMPLOYER.
- 14.4 At any time during the probationary period, a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER.
- 14.5 Probationary Period - New Classification - All employees promoted or transferred will serve six (6) month's probationary period in any job classification in which the employee has not served a probationary period. At any time during the probationary period a promoted or reassigned employee may return to their former department upon request with the approval of the departments affected.

ARTICLE 15 - SAFETY

The EMPLOYER and the UNION agree to jointly promote safe and healthful working

conditions, to cooperate in safety matters, and to encourage employees to work in a safe manner. The EMPLOYER will provide all EMPLOYER required safety equipment.

ARTICLE 16 - JOB POSTING

Job vacancies within the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies.

Internal postings can be waived upon mutual agreement of the EMPLOYER and union president.

ARTICLE 17 - NON-DISCRIMINATION

Neither the UNION nor the EMPLOYER shall discriminate against any employee on any basis prohibited by law.

ARTICLE 18 - UNION NOTICES

The EMPLOYER agrees to provide space on bulletin boards for the posting of official UNION notices.

ARTICLE 19 - WORK OUT-OF-CLASS

Any employee working an out-of-class assignment for five (5) consecutive days or more shall be paid at the starting rate of the higher job classification, but in no case shall the employee receive less than \$1.00 per hour additional. For the purpose of this Article, an out-of-class assignment is defined as an assignment of an employee to perform the significant duties of and responsibilities of a position different from the employee's regular position and which is in a higher classification. Also for purposes of this Article, employee will be paid at the higher rate only for the hours worked performing the duties of the out-of-class position.

ARTICLE 20 - REQUIRED TRAINING

Training required by the EMPLOYER shall be provided/paid for by the EMPLOYER.

ARTICLE 21 - VACATION

21.1 All full-time employees who have not elected the Paid Time Off (PTO) plan will accrue vacation hours on the 1st and 2nd pay periods each month. Employees hired or terminated during a month would receive a vacation accrual if they worked a shift during the applicable pay period. Hours will be based on the following schedule:

Start date through completion of 1 st year:	.8 day/month or 6.67 hours/month
Start of 2 nd year through completion of 3 rd year:	1 day/month or 8 hours/month
Start of 4 th year through completion of 10 th year:	1 ½ days/month or 12 hours/month
Start of 11 th year through completion of 15 th year:	1 ¾ days/month or 14 hours/month
Start of 16 th year and above:	2 days/month or 16 hours/month

21.2 All full-time employees may accumulate vacation to the maximum prescribed in the following schedule:

Start date through completion of 10 years of service:	240 hours
Start of 11 th year of service and above:	280 hours

21.3 Compensatory Time: Non-exempt compensatory time may be accumulated in lieu of pay for overtime worked at the rate of one and one-half (1½) times to a maximum of eighty (80) hours. Compensatory time can be taken with permission of the employee's immediate supervisor.

21.4 Payment in lieu of vacation accrual beyond the amounts listed will not be considered.

21.5 Vacation requests are to be submitted on or before January 15th of the year the vacation is to be taken.

21.6 Vacation schedule approval will be granted in order of job classification seniority. After January 15th, additional vacation requests will be granted on a first come, first served basis.

ARTICLE 22 - HOLIDAYS

22.1 Holidays are defined as:

1. New Year's Day	January 1
2. Martin Luther King Day	3 rd Monday in January
3. Presidents' Day	3 rd Monday in February
4. Memorial Day	Last Monday in May
5. Juneteenth	June 19
6. Independence Day	July 4 th
7. Labor Day	1 st Monday in September
8. Veterans' Day	November 11
9. Thanksgiving Day	4 th Thursday in November
10. Day after Thanksgiving	4 th Friday in November
11. Christmas Eve Day	When December 24 th falls on a Friday, Thursday shall be the designated holiday. When it falls on a Saturday, Friday shall be the designated holiday. When it falls on a Sunday, Tuesday shall be the designated holiday.
12. Christmas Day	December 25
13. Eight (8) Hours of Floating Holiday	

22.2 Non-exempt employees shall be eligible for holiday pay provided they are on paid status on the scheduled work day before and the scheduled work day after the holiday. Employees shall be paid time and one half (1½) for hours worked plus eight (8) hours of holiday pay.

22.3 For those areas which are only open Monday through Friday when New Year's Day, Juneteenth, Independence Day, Veterans' Day or Christmas Day falls on Sunday, the following day shall be a holiday. When New

Year's Day, Juneteenth, Independence Day, Veterans' Day or Christmas Day falls on a Saturday, the preceding day shall be a holiday.

- 22.4 Floating holiday approval will be granted in order of job classification seniority. After January 15, requests will be granted on first come, first served basis.

ARTICLE 23 - SICK LEAVE

- 23.1 Full-time benefit eligible employees who have not chosen the Paid Time Off (PTO) plan will be front-loaded with 96 hours of sick leave on January 1st. Employees hired mid-year will be front loaded according to the following schedule:

January hires:	96 hours
February hires:	88 hours
March – December hires:	80 hours

- 23.2 There will be no maximum accumulation of sick leave for employees hired prior to January 1, 2016. Employees hired after this date will have a maximum sick leave cap of 800 hours. Employees hired on/after January 1, 2026 will not be eligible for a payout of sick hours at termination and are not eligible for sick leave sell back.
- 23.3 Sick leave may be used under the conditions and for the person and purposes set forth in Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 (2023). Use of sick leave in excess of three (3) days may require written documentation. When the use of accumulated sick leave is approved, for compensation purposes, employees will be considered to have worked their normal work day.

- 23.4 Notification. If the need for use of sick leave is foreseeable the employee shall give seven days' advanced notice. Employees unable to report for their work day because of illness, injury, or other unforeseeable need, shall notify their supervisory or designee prior to their scheduled starting time, except in the event of an emergency which prevents an employee from notifying their supervisor.
- 23.5 Upon request of a full-time employee who is absent from work as a result of a compensable injury covered under the provisions of the Worker's Compensation Act, The EMPLOYER will pay the difference between the benefit received by the employee pursuant to the Worker's Compensation Act and the employee's normal daily wages to the extent of the employee's earned sick leave.
- 23.5.1 Such payment shall be made by the EMPLOYER to the employee only for the period of disability or until the employee's earned sick leave is exhausted.
- 23.5.2 The deduction from an employee's earned sick leave shall be a pro-rated amount based on the Worker's Compensation benefit and the employee's normal daily wages.
- 23.6 By January 1st and July 1st of each year, full-time employees electing the sick plan and hired prior to January 1, 2026, may elect to sell accumulated sick leave in excess of 480 hours to the EMPLOYER. This buyout provision will be computed by multiplying the number of hours being sold by a conversion rate based upon the employee's number of years of

service. This conversion rate (or percentage) will be determined as follows:

Start of 2 nd year through completion of 5 th year:	15% x rate x hours
Start of 6 th year through completion of 10 th year:	30% x rate x hours
Start of 11 th year through completion of 15 th year:	45% x rate x hours
Start of 16 th year and above:	60% x rate x hours

23.7 Employees may donate their accrued sick leave to another employee in the event of another employee's serious illness.

23.8 In the event of the death of employee, the estate shall be entitled to one hundred percent (100%) of the employee's accumulated sick leave at the rate last paid to the employee.

ARTICLE 24 – PAID TIME OFF

24.1 Full-time employees may elect annually to join the Paid Time Off (PTO) plan instead of participating in the vacation/sick plans. Once an employee elects to join the PTO plan they may not switch back to the vacation/sick plan. PTO hours will accrue on 26 pay periods. You must receive some paid time during a pay period to receive a PTO accrual.

PTO Plan Hours

Years of Service	Hours per year	Max Accrual	Hours Accrued per payperiod
Start date through completion of 1 st yr	160	320	4.62 (+40 front loaded) 6.15 for 2025 hires
Start of 2 nd yr through completion of 3 rd yr	168	336	6.46
Start of 4 th yr through completion of 10 th yr	216	432	8.31
Start of 11 th yr through completion of 15 th yr	240	480	9.23
Start of 16 th yr and beyond	264	528	10.15

Employees separating from service in good standing with two weeks

advanced notice will be paid for up to 280 hours of their PTO balance.

24.2 Full-time employees hired on or after January 1, 2026, who elect the PTO plan will have 40 hours added to a Leave Account. Hours in this account may be used, if needed, to supplement income if the employee has a qualifying FMLA/PFML/Work Compensation-related leave. Hours remaining in the Leave Account will not be paid out upon termination.

24.3 PTO shall be taken only with the approval of the supervisor and will follow the notification requirements set forth by the department. PTO may be used under the conditions and for the person and purposes of ESST and set forth in Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 (2023). Use of PTO for ESST purposes in excess of three (3) days may require written documentation.

24.4 Frozen Sick hours for those employees who have converted from the vacation/sick plans to PTO can be used in the following ways:

- PTO Hour Conversion. Annually during the election period, employees can convert up to 135 hours of frozen sick time to PTO, provided that a minimum of 40 hours remain in the account following conversion. A conversion rate of 60% is used to calculate the cost of 1 hour of PTO (1 hour of sick time equals .6 hour of PTO or 135 hours of frozen sick time = 81 hours PTO)
- Sick Leave Sell Back. Annually during the election period employees can sell back up to 135 hours of frozen sick time for payout, provided that a minimum of 40 hours remain in their

account following sell back. Pay rate and years of service on January 1st (following the election period) is used to calculate the payout. The conversion chart below is used to calculate the payout amount by multiplying the number of hours sold back by the percentage eligible.

Start date through completion of 5 th year:	15% x rate x hours
Start of 6 th year through completion of 10 th year:	30% x rate x hours
Start of 11 th year through completion of 15 th year:	45% x rate x hours
Start of 16 th year and above:	60% x rate x hours

- Payout at Termination. Following the same conversion chart and is based on years of service at time of termination and hourly rate at time of termination.

Start date through completion of 5 th year:	15% x rate x hours
Start of 6 th year through completion of 10 th year:	30% x rate x hours
Start of 11 th year through completion of 15 th year:	45% x rate x hours
Start of 16 th year and above:	60% x rate x hours

- Utilize hours for Qualifying Leaves (FMLA, PFML and Workers Compensation

ARTICLE 25 - INSURANCE

25.1 Group Health Insurance

Full-time employees shall be eligible for health insurance based on the following:

Employees without Dependents: The EMPLOYER shall make available

one plan option that provides single coverage premiums paid one hundred percent (100%) by the EMPLOYER.

Employees with Dependents: The EMPLOYER will pay seventy-five percent (75%) of the family insurance premium. Employees not choosing dependent coverage cannot be covered at EMPLOYER expense for any additional insurance than the individual employee health coverage.

VEBA/HSA Contribution. The Employer shall contribute \$635.00 into an employee's VEBA for those electing the single or family VEBA plan.

Contributions will take place in January of the plan year. For employees electing the High Deductible Hybrid plan the employer shall contribute \$1600 for single coverage and \$3200 for family coverage. Contributions will take place in January of the plan year. Employees hired after January 31 will receive a prorated amount. This contribution shall cease at the time that the City no longer participates in the VEBA #830 Plan or HSA plan.

25.2 Group Dental Insurance

Full-time employees shall be eligible for dental insurance based on the following: The EMPLOYER will pay 100% of the cost of dental insurance coverage for the employee. Employees may elect to cover their dependents at their own expense.

25.3 Group Life Insurance

The Employer shall pay 100% of the cost of employee life insurance coverage in the amount of \$20,000.00 within a Plan selected by the

Employer. The Employer shall pay the first nine (\$9.00) dollars for an employee's participation in the PERA Group Term Life and AD&D Insurance Program.

ARTICLE 26 - SEVERANCE PAY

26.1 Full-time employees voluntarily terminating their employment in good standing with two (2) weeks advance notice will receive payment at the employee's rate of pay at the time of the employee's termination based on the following:

Vacation: Employee to receive accrued amount

PTO: Employee to receive accrued amount up to 280 hours

Sick Leave: (for those hired prior to January 1 2026):

Start of 2 nd year through completion of 5 th year:	15% of accumulated sick leave
Start of 6 th year through completion of 10 th year:	30% of accumulated sick leave
Start of 11 th year through completion of 15 th year:	45% of accumulated sick leave
Start of 16 th year and above:	60% of accumulated sick leave

Frozen Sick Leave:

Start date through completion of 5 th year:	15% of accumulated sick leave
Start of 6 th year through completion of 10 th year:	30% of accumulated sick leave
Start of 11 th year through completion of 15 th year:	45% of accumulated sick leave
Start of 16 th year and above:	60% of accumulated sick leave

26.2 In addition to severance pay, full-time employees retiring from the City under the provisions of the State pension legislation will receive lump sum compensation equal to:

Completion of 5 years of service:	2 weeks' pay
Completion of 10 years of service:	4 weeks' pay

ARTICLE 27 – CLOTHING ALLOWANCE

- 27.1 Benefit-eligible full-time employees shall receive an annual clothing allowance of one hundred and fifty dollars (\$150.00). Part-time benefit-eligible employees shall receive an annual clothing allowance of seventy-five dollars (\$75.00). New hires will receive a prorated clothing allowance.
- 27.2 Employees in positions that require boots, as approved by the department head, shall receive a two hundred dollar (\$200.00) annual footwear allowance.

ARTICLE 28 - EDUCATION REIMBURSEMENT

The EMPLOYER will reimburse 100% of the tuition and book costs for employees who successfully complete job-relevant classes previously approved by the EMPLOYER to a maximum of \$1,250.00 per year. The EMPLOYER will pay 50% of the tuition and book costs above the \$1,250.00 per year maximum for job-relevant classes approved by the EMPLOYER and successfully completed by the employee. Reimbursement will be based on the conditions and criteria set out in the EMPLOYER Tuition Reimbursement Program.

ARTICLE 29 - FUNERAL LEAVE

- 28.1 A maximum of three (3) days leave with pay may be granted upon request in the event of a death in the employee's immediate family consisting of spouse, mother, father, brother, sister, children/stepchildren, grandchildren, grandparent and employee's mother-in-law and father-in-

law. Up to two additional days of leave may be granted, with approval by the EMPLOYER, in the death of the employee's spouse, children/stepchildren, or parent.

28.2 A one day leave with pay will be granted upon request in the event of the death of other relatives.

ARTICLE 30 - WAIVER

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded. The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 31 - PART-TIME EMPLOYEE BENEFITS

31.1 Employees regularly scheduled, on a continual yearly basis, thirty hours per week or more, but less than forty, will receive the same Vacation

(Article 21), Holiday (Article 22), Sick (Article 23), PTO (Article 24)

Severance (Article 26) and Funeral Leave (Article 28) benefits as full-time employees, exception as specifically defined below. All terms of use defined in the five articles listed above shall apply equally to both full-time and part-time employees even if the term specifically references full-time employees.

31.2 Part-time employees shall earn seventy-five (75) percent of the Vacation, PTO and Holiday hours earned by full-time employees. Part-time employees not electing PTO will be front-loaded with 80 hours of Sick Leave on January 1st. Part-time employees hired mid-year will be front loaded with 80 hours of Sick Leave.

31.3 Provided the employee is normally scheduled to work the day of the holiday, employees regularly scheduled on a continual yearly basis for thirty hours per week or more, but less than forty, will receive an accrual rate of 75% of full-time accrual rates for holiday pay.

31.4 When a formula is used to determine the amount of either sick leave buy-back or severance paid, the formula shall apply equally to both full-time and part-time employees.

31.5 All part-time employees may accumulate vacation accrual based on years of service to a maximum prescribed in the following schedule:

Start date through completion of 10 years of service:	180 hours
Start of 11 th year and above:	210 hours

31.6 PTO Max accrual for part-time employees will be two times their annual accrual amount based on years of service tier. Max payout at termination

will be 210 hours (75% the full-time amount).

ARTICLE 32 - CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitution.

ARTICLE 33 – MN PAID LEAVE

The union and City agree to equally share the cost of premiums required under Minnesota's Paid Family and Medical Leave Law. The total premium shall be split 50% by the City and 50% by the employee. The employee's share shall be collected through payroll deductions.

ARTICLE 34 - DURATION

This AGREEMENT shall be in full force and effect from January 1, 2026 to December 31, 2027, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, prior to the anniversary date that it desires to modify or terminate this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this
day of _____ December 10, 2025.

FOR THE CITY OF ROSEMOUNT:

FOR THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES:

Jeffery Weisensel, Mayor

Julie Dornack 12/10/2025
Julie Dornack, Business Agent

Logan Martin, City Administrator

Julia Hogan 12/10/25
Julia Hogan, Union President

Crystal Kreklow
Crystal Kreklow, State Field Director

WAGE APPENDIX

Title	Grade
Building Attendant	1
Recreation Program Assistant	3
Customer Service Representative	5
Building Maintenance Worker	7
Building Inspection Specialist	9
Accounting Specialist – Accounts Payable	9
Accounting Specialist – Utility Billing	9
Parks & Recreation Office Specialist	9
Rental Coordinator	9
Public Works Office Specialist	9
Police Records Specialist	10
Community Development Technician	11
Deputy City Clerk	12
Facilities Maintenance Specialist – Parks & Recreation	12
Recreation Coordinator	12
Solid Waste & Recycling Coordinator	12
Communications Specialist	12
Senior Police Records Specialist	12
GIS/Asset Management Tech	13
IT Specialist	13
Building Inspector	14
Planner	14
Police Officer (Career Transition Program)	14
Sr Engineering Technician	14
Storm Water Specialist	14
Accountant	14
Crime Analyst	15
Senior Building Inspector	16

Senior Planner	16
Economic Development Manager	16

2026								
Grade	1	2	3	4	5	6	7	8
1	19.345	19.974	20.623	21.299	21.991	22.706	23.444	24.206
3	21.736	22.443	23.172	23.931	24.709	25.512	26.341	27.197
5	24.423	25.217	26.036	26.889	27.763	28.665	29.597	30.559
7	27.442	28.333	29.254	30.213	31.195	32.208	33.255	34.336
9	30.833	31.835	32.870	33.947	35.050	36.189	37.366	38.580
10	32.683	33.745	34.842	35.984	37.153	38.361	39.607	40.895
11	34.644	35.770	36.933	38.143	39.382	40.662	41.984	43.348
12	36.723	37.916	39.149	40.431	41.745	43.102	44.503	45.949
13	38.926	40.191	41.498	42.857	44.250	45.688	47.173	48.706
14	41.262	42.603	43.988	45.429	46.905	48.430	50.004	51.629
15	43.738	45.159	46.627	48.154	49.719	51.335	53.004	54.726
16	46.362	47.869	49.424	51.044	52.703	54.415	56.184	58.010

2027								
Grade	1	2	3	4	5	6	7	8
1	19.926	20.573	21.242	21.938	22.650	23.387	24.147	24.932
3	22.388	23.116	23.867	24.649	25.450	26.277	27.131	28.014
5	25.156	25.973	26.817	27.696	28.596	29.525	30.485	31.476
7	28.265	29.183	30.132	31.119	32.130	33.175	34.253	35.366
9	31.758	32.790	33.856	34.965	36.102	37.275	38.487	39.737
10	33.664	34.758	35.887	37.063	38.268	39.512	40.796	42.122
11	35.684	36.843	38.041	39.287	40.564	41.882	43.243	44.649
12	37.825	39.054	40.323	41.644	42.998	44.395	45.838	47.328
13	40.094	41.397	42.743	44.143	45.578	47.059	48.588	50.167
14	42.500	43.881	45.307	46.792	48.312	49.882	51.504	53.177
15	45.050	46.514	48.026	49.599	51.211	52.875	54.594	56.368
16	47.753	49.305	50.907	52.575	54.284	56.048	57.869	59.750

Movement through steps on Employee's Anniversary Date is contingent on satisfactory employee performance. Employees adjudged to be unsatisfactory in performance will be retained at their existing pay rate regardless of any change in the rate for their step until their performance is adjudged to be satisfactory. EMPLOYER judgments on individual employee performance are grievable but not arbitrable. Employees may be moved more rapidly through the steps at the discretion of the Employer.

Employees whose performance was adjudged to be unsatisfactory shall have the right to ask for a review six months after their evaluation.

Longevity Pay for Full-Time and Benefit Eligible, 30+ Part Time of:

- 1% of base pay after completion of five (5) years of continuous employment
- 2% of base pay after completion of eight (8) years of continuous employment
- 3% of base pay after completion of twelve (12) years of continuous employment
- 4% of base pay after completion of sixteen (16) years of continuous employment

LABOR AGREEMENT BETWEEN
THE CITY OF ROSEMOUNT
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
SUPERVISORY UNIT

January 1, 2026 - December 31, 2027

INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Preamble	1
1	Definitions	1
2	Recognition	2
3	Management Rights and Responsibilities	2
4	LELS Rights and Responsibilities	3
5	Equal Application	4
6	Savings Clause	4
7	Employees' Rights and Grievance Procedure	4
8	Discipline and Discharge	8
9	Court Time	9
10	Call Back Time	9
11	Work Schedules	9
12	Sick Leave	10
13	Funeral Leave	12
14	Seniority	12
15	Vacations	13
16	Paid Time off	13
17	Clothing Allowance	16
18	Longevity	16
19	Education Reimbursement	16
20	Health Insurance	16
21	VEBA/HSA Contribution	17

22	Dental Insurance	17
23	Life Insurance	17
24	Holidays	17
25	Overtime Pay	19
26	Training	19
27	Severance Pay	19
28	Retirement Pay	19
29	Waiver	20
30	Compensatory Time Accumulation and Use	20
31	POST Licensing Fees	21
32	Sigma Cardio Exam Reimbursement	21
33	MN Paid Leave	21
34	Duration	21
	Signatures	22
APPENDIX "A"	Wages 2026-2027	23

**LABOR AGREEMENT BETWEEN
CITY OF ROSEMOUNT
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
SUPERVISORY UNIT**

PREAMBLE

This AGREEMENT is made and entered into by and between the CITY OF ROSEMOUNT, hereinafter called the EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC., hereinafter referred to as LELS, has as its purpose the promotion of harmonious relations between the EMPLOYER, its employees and LELS; the furtherance of efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of disputes that may arise without interference or disruption of efficient operations of the department; the establishment of a formal understanding relative to all terms and conditions of employment.

ARTICLE 1 - DEFINITIONS

- 1.1 LELS: Law Enforcement Labor Services, Inc.
- 1.2 EMPLOYER: The City of Rosemount.
- 1.3 EMPLOYEE: Member of the police supervisory unit as identified by Bureau of Mediation Services, State of Minnesota.
- 1.4 DEPARTMENT: City of Rosemount Police Department.
- 1.5 SCHEDULED SHIFT: Shall consist of eight (8) to twelve (12) hours as determined by the EMPLOYER.
- 1.6 WORK YEAR: The work year is 2,080 hours.
- 1.7 OVERTIME: Work performed at the express authorization of the Employer in excess of the employee's scheduled shift. Authorization is implied when overtime work is performed and approved after the fact.

1.8 CHIEF: The Chief of the Rosemount Police Department.

1.9 UNION OFFICER: Officer elected or appointed by LELS.

ARTICLE 2 - RECOGNITION

2.1 The EMPLOYER recognizes Law Enforcement Labor Services, Inc. as the exclusive representative under Minnesota Statutes 179A.12, for: All Sergeants employed by the City of Rosemount Police Department, Rosemount, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd.14, excluding confidential and all other employees.

2.2 In the event the EMPLOYER and LELS are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

3.1 It is recognized, except as expressly stated herein, the EMPLOYER will retain whatever rights and authority necessary for it to operate and direct the affairs of the Department in all the various aspects, including but not limited to: the right to direct the working forces; to plan, direct and control all the operations and services of the Department; to determine the method, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours; to assign overtime; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable work rules and regulations and to change or eliminate methods of police function, equipment or facilities.

- 3.2 The EMPLOYER agrees to publish the method by which promotions shall be made within the bargaining unit; to publish Department rules and regulations, and make copies available to members of the bargaining unit. Any new or change in existing work rules and regulations by the EMPLOYER which affect terms and conditions of employment must stand the test of reasonableness.
- 3.3 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE 4 - LELS RIGHTS AND RESPONSIBILITIES

- 4.1 The EMPLOYER agrees to cooperate with LELS in the deduction of regular monthly dues, for those employees who request in writing to have regular monthly LELS dues checked off by payroll deduction. The EMPLOYER agrees to remit such regular monthly dues in a manner to be prescribed by LELS.
- 4.2 LELS agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken or not taken by the EMPLOYER under the provisions of the foregoing section.
- 4.3 LELS may designate employees from the bargaining unit to act as representatives and shall inform the employer of such choice and of any changes in LELS representatives in writing.
- 4.4 The EMPLOYER agrees to make space available on the employee bulletin board for the posting of LELS notice(s) and announcement(s) and to make

space available for meetings of the bargaining unit when it does not conflict with the operation of the Department.

ARTICLE 5 - EQUAL APPLICATION

Neither the EMPLOYER nor the UNION will discriminate against any employee on any basis prohibited by law.

ARTICLE 6 - SAVINGS CLAUSE

This AGREEMENT is subject to law. In the event any provision of this AGREEMENT shall be held to be contrary to law by court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 7 - EMPLOYEE RIGHTS AND GRIEVANCE PROCEDURE

- 7.1 DEFINITION OF A GRIEVANCE: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 7.2 UNION REPRESENTATIVES: The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.
- 7.3 PROCESSING OF A GRIEVANCE: It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working

hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

7.4 PROCEDURE: Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to

Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER'S final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statue 626.892. For all other grievances the selection of an arbitrator shall be made in accordance with the "Rules

Governing the Arbitration of Grievances” as established by the
Bureau of Mediation Services.

7.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

- 7.6 WAIVER: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

- 8.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- a. oral reprimand;
 - b. written reprimand;
 - c. suspension;
 - d. demotion; or
 - e. discharge.
- The form of discipline applied is at the discretion of the employer.
- 8.2 Suspensions, demotions and discharges will be in written form.
- 8.3 Written reprimands, notices of suspension, notices of demotion and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimands and/or notices.
- 8.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the employer.

8.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.

8.6 Grievances relating to the ARTICLE shall be initiated by the UNION in Step 2 of the grievance procedure under Article VII.

ARTICLE 9 - COURT TIME

Employees required to appear in court during their scheduled off-duty time shall receive a minimum of three (3) hours' pay at one and one-half (1 ½) times their regular rate of pay. A court appearance which constitutes an early report to or an extension of an employee's scheduled shift will not qualify an employee for the three-hour minimum. When an employee is notified of a cancellation of a court appearance more than twenty-four 24 hours prior to the scheduled appearance, no court time shall be authorized.

ARTICLE 10 - CALL BACK TIME

An employee who is called to duty during their scheduled off-duty time with less than 120 hours' notice shall receive a minimum of two (2) hours' pay at one and one-half (1 1/2) times the employee's base pay rate. An extension or early report to a scheduled shift for duty does not qualify the employee for the two (2)-hour minimum. Call back starts at the time the employee reports for duty.

ARTICLE 11 - WORK SCHEDULES

11.1 The normal work year for full-time employees is two thousand eighty (2,080) hours to be accounted for each employee through:

- a) hours worked on assigned shifts;
- b) holidays;
- c) assigned training;
- d) authorized leave time.

11.2 Nothing contained in this or any other ARTICLE shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.

ARTICLE 12 - SICK LEAVE

12.1 Full-time, benefit-eligible employees who have not chosen the Paid Time off (PTO) plan will be front-loaded with 96 hours of sick leave on January 1st. Employees hired mid-year will be front-loaded according to the following schedule:

January Hires	96 hours
February Hires	88 hours
March – December Hires	80 hours

- 12.2 Earned sick leave may be accumulated with no maximum accrual for employees hired prior to January 1, 2016. Employees hired between January 1, 2016, and December 31, 2025, may accumulate sick leave with a maximum sick leave cap of 800 hours. Employees hired on or after January 1, 2026, will have a sick leave cap of 480 hours.
- 12.3 Sick leave may be used under the conditions and for the persons and purposes set forth in Minnesota Statutes 181.9445, 181.9446, 181.9447 and 181.9448 (2023). Use of sick leave in excess of three (3) days may requires written documentation. When the use of accumulated sick leave is approved, for compensation purposes, employees will be considered to have worked their normal work day.
- 12.4 If abuse of sick leave is suspected, as evidenced by the repeated or systematic use of sick leave, the EMPLOYER may require written

documentation upon written notification to the employee from the EMPLOYER.

12.5 Use of sick leave benefits for reasons other than those stated in 12.3 of this ARTICLE shall be just cause for disciplinary action.

12.6 Notification. If the need for use of sick leave is foreseeable, the employee shall give seven (7) days' advanced notice. Employees unable to report for their work day because of illness, injury, or other unforeseeable need shall notify their supervisor or designee prior to their scheduled starting time, except in the event of an emergency which prevents and employee from notifying their supervisor. Employees failing to give such notice may be subject to disciplinary action..

12.7 Upon request of a full-time employee who is absent from work as the result of a compensable injury covered under the provisions of the Workers' Compensation Act, the EMPLOYER will pay the difference between the benefit received by the employee pursuant to the Workers' Compensation Act and the employee's normal daily wages to the extent of the employee's earned sick leave.

12.71 Such payment shall be made by the EMPLOYER to the employee only for the period of the disability or until the employee's earned sick leave is exhausted.

12.72 The deduction from an employee's earned sick leave shall be a pro-rated amount based on Workers' Compensation benefits and the employee's normal daily wages.

12.8 On January 1st and July 1st of each year, employees may elect to sell accumulated sick leave to the EMPLOYER if the employee's accumulated

sick leave is in excess of sixty (60) days or 480 hours. This buyout provision will be computed by multiplying the number of hours being sold times the employee's regular rate of pay times a conversion rate based upon the employee's number of years of service. This conversion rate (or percentage) will be determined as follows:

Start of 2 nd year through completion of 5 th year:	15% x rate x hours
Start of 6 th year through completion of 10 th year:	30% x rate x hours
Start of 11 th year through completion of 15 th year:	45% x rate x hours
Start of 16 th year and above:	60% x rate x hours

ARTICLE 13 - FUNERAL LEAVE

A maximum of three (3)-days' leave with pay may be granted upon request in the event of a death in the employee's immediate family consisting of spouse, mother, father, brother, sister, child, grandparent and employee's mother-in-law and father-in-law. Up to two (2) additional days of leave may be granted, with approval, in the death of the employee's spouse, child or parent. A one-day leave with pay will be granted upon request in the event of the death of other relatives. The actual time off, and funeral leave approved, will be determined by the employee's supervisor depending on individual circumstances such as the closeness of the relative, arrangements to be made, distance to the funeral, etc.

ARTICLE 14 - SENIORITY

- 14.1 Seniority shall be determined by the employee's length of continuous employment as a Police Sergeant with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 14.2 A reduction of work force will be accomplished on the basis of job classification seniority. Employees shall be recalled from layoff on the basis

of job classification seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of his layoff before any new employee is hired.

ARTICLE 15 - VACATIONS

15.1 All full-time employees who have not elected the Paid Time Off (PTO) plan shall accrue vacation hours on the 1st and 2nd pay periods each month. Employees hired or terminated during a month would receive a vacation accrual if they worked a shift during the applicable pay period.

Hours earned will be based on the following schedule:

Start date through completion of 1 st year:	6.67 hrs./month (10 days or 80 hrs./year)
Start of 2 nd year through completion of 3 rd year:	8 hrs./month (12 days or 96 hrs./year)
Start of 4 th year through completion of 10 th year:	12 hrs./month (18 days or 144 hrs./year)
Start of 11 th year through completion of 15 th year:	14 hrs./month (21 days or 168 hrs./year)
Start of 16 th year and above:	16 hrs./month (24 days or 192 hrs./year)

15.2 All full-time employees may accumulate vacation accrual to a maximum of 35 days (280 hours).

15.3 Payment in lieu of vacation accrual beyond the amounts listed will not be considered.

15.4 Vacation requests are to be submitted on or before March 1st of the year the vacation is to be taken.

15.5 Vacation schedule approval will be granted in order of seniority. After March 1st, additional vacation requests will be granted on a first come, first serve basis.

ARTICLE 16 PAID TIME OFF

16.1 Full-time employees may elect annually to join the Paid Time Off (PTO) plan instead of participating in the vacation/sick plans. Once an employee

elects to join the PTO plan they may not switch back to the vacation/sick plan. PTO hours will accrue on 26 pay periods. You must receive some paid time during a pay period to receive a PTO accrual.

PTO Plan Hours

Years of Service	Hours per year	Max Accrual	Hours Accrued per payperiod
Start date through completion of 1 st yr	160	320	4.62 (+40 front loaded) 6.15 for 2025 hires
Start of 2 nd yr through completion of 3 rd yr	168	336	6.46
Start of 4 th yr through completion of 10 th yr	216	432	8.31
Start of 11 th yr through completion of 15 th yr	240	480	9.23
Start of 16 th yr and beyond	264	528	10.15

Employees separating from service in good standing with two weeks advanced notice will be paid for up to 280 hours of their PTO balance.

- 16.2 Full-time employees hired on or after January 1, 2026, who elect the PTO plan will have 40 hours added to a Leave Account. Hours in this account may be used, if needed, to supplement income if the employee has a qualifying FMLA/PFML/Work Compensation-related leave. Hours remaining in the Leave Account will not be paid out upon termination.
- 16.3 PTO shall be taken only with the approval of the supervisor and will follow the notification requirements set forth by the department. PTO may be used under the conditions and for the person and purposes of ESST and set forth in Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 (2023). Use of PTO for ESST purposes in excess of three (3) days may require written documentation.

16.4 Frozen Sick hours for those employees who have converted from the vacation/sick plans to PTO can be used in the following ways:

1. PTO Hour Conversion. Annually during the election period, employees can convert up to 135 hours of frozen sick time to PTO, provided that a minimum of 40 hours remain in the account following conversion. A conversion rate of 60% is used to calculate the cost of 1 hour of PTO (1 hour of sick time equals .6 hour of PTO or 135 hours of frozen sick time = 81 hours PTO)
2. Sick Leave Sell Back. Annually during the election period employees can sell back up to 135 hours of frozen sick time for payout, provided that a minimum of 40 hours remain in their account following sell back. Pay rate and years of service on January 1st (following the election period) is used to calculate the payout. The conversion chart below is used to calculate the payout amount by multiplying the number of hours sold back by the percentage eligible.

Start date through completion of 5 th year:	15% x rate x hours
Start of 6 th year through completion of 10 th year:	30% x rate x hours
Start of 11 th year through completion of 15 th year:	45% x rate x hours
Start of 16 th year and above:	60% x rate x hours

3. Payout at Termination. Following the same conversion chart and is based on years of service at time of termination and hourly rate at time of termination.

Start date through completion of 5 th year:	15% x rate x hours
Start of 6 th year through completion of 10 th year:	30% x rate x hours
Start of 11 th year through completion of 15 th year:	45% x rate x hours
Start of 16 th year and above:	60% x rate x hours

4. Utilize hours for Qualifying Leaves (FMLA, PFML and Workers
Compensation

ARTICLE 17 - CLOTHING ALLOWANCE

The annual clothing allowance for current sergeants shall be one thousand one hundred and twenty-five dollars (\$1,125) for 2026 and for 2027.

ARTICLE 18 - LONGEVITY

Longevity will be paid according to the following schedule:

After completion of 4 years	3.5% of current salary
After completion of 8 years	5.5% of current salary
After completion of 12 years	7.5% of current salary
After completion of 16 years	9.5% of current salary

ARTICLE 19 - EDUCATION REIMBURSEMENT

19.1 The EMPLOYER will pay one hundred percent (100%) of the tuition and book costs for employees who successfully complete job-relevant classes previously approved by the EMPLOYER to a maximum of \$1,250.00 per year.

19.2 The EMPLOYER will pay fifty percent (50%) of the tuition and book costs above the \$1,250.00 per year maximum for job-relevant classes approved by the EMPLOYER and successfully completed by the employee.

19.3 Reimbursement will be based on the conditions and criteria set out in the EMPLOYER "Tuition Reimbursement Program".

ARTICLE 20 - HEALTH INSURANCE

20.1 The EMPLOYER shall make available one plan option that provides single coverage premiums paid one hundred percent (100%) by the EMPLOYER.

20.2 The EMPLOYER shall pay seventy-five percent (75%) of the family insurance premium coverage.

20.3 Employees not choosing dependent coverage cannot be covered at EMPLOYER expense for any additional insurance than the individual group health insurance coverage.

ARTICLE 21 – VEBA/HSA CONTRIBUTION

The Employer shall contribute \$635 into the employee's VEBA account for those electing the single or family VEBA plan in January of the Plan year. For employees electing the High Deductible Hybrid plan, the EMPLOYER shall contribute \$800 for single coverage twice per year (January and July) or \$1,600 for family coverage twice per year (January and July) of the plan year into an employee's HSA or VEBA. Employees hired after January 31st will receive a pro-rated amount. This contribution shall cease at the time that the City no longer participates in the VEBA #830 Plan or HSA Plans.

ARTICLE 22 - DENTAL INSURANCE

The Employer shall pay one hundred percent (100%) of the cost of dental insurance coverage for the employee. Employees may elect dependent coverage at their own expense.

ARTICLE 23 - LIFE INSURANCE

22.1 The EMPLOYER shall pay one hundred percent (100%) of the cost of employee life insurance coverage in the amount of \$20,000 within a Plan selected by the Employer.

22.2 The EMPLOYER shall pay the first nine dollars (\$9.00) for an employee's participation in the PERA Group Term Life and AD&D Insurance Program.

ARTICLE 24 – HOLIDAYS

23.1 Holidays shall be as follows:

1. New Year's Day	8. Indigenous Peoples' Day
2. Martin Luther King Day	9. Veterans' Day
3. Presidents' Day	10. Thanksgiving Day
4. Memorial Day	11. Day After Thanksgiving Day
5. Juneteenth	12. Christmas Day
6. Independence Day	13. Floating Holiday (8 hours)
7. Labor Day	

- 23.2 Each employee shall be credited with a bank of holiday hours in the amount of 104 hours, including the floating holiday. Holiday leave time that is remaining in the employee's holiday leave bank after the first pay period of November will be cashed out at the employee's current base pay rate. The EMPLOYER reserves the sole right to grant holiday leave, leave time. With the exception of the Floating Holiday, each employee that is mandated by the EMPLOYER to work on holidays shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate for all hours worked on the above-referenced holidays. With the exception of the Floating Holiday, all holiday pay under this ARTICLE will be based on actual holidays and not the date observed by the City for certain holidays such as when Christmas Day falls on a Saturday or Sunday and is observed on a Friday or Monday.

ARTICLE 25 - OVERTIME PAY

Employees shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate in excess of the scheduled shift per the approved schedule. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

ARTICLE 26 - TRAINING

The EMPLOYER will pay straight time for all EMPLOYER-required training.

ARTICLE 27 - SEVERANCE PAY

Regular full-time employees leaving the service of the EMPLOYER in good standing for any reason other than retirement and with two (2) weeks' advance notice will receive payment at the employee's rate at time of leaving the employ as prescribed below:

Vacation: Up to accrual maximum

PTO: Up to 280 hours

Comp Time: Up to accrual maximum

Plus

Start date through completion of 5 th year:	15% of accumulated sick/frozen sick leave
Start of 6 th year through completion of 10 th year:	30% of accumulated sick/frozen sick leave
Start of 11 th year through completion of 15 th year:	45% of accumulated sick/frozen sick leave
Start of 16 th year and above:	60% of accumulated sick/frozen sick leave

ARTICLE 28 - RETIREMENT PAY

Regular full-time employees who leave the City's employ to accept a retirement annuity will receive payment at the employee's rate at time of retirement as prescribed below:

Vacation: Up to accrual maximum

PTO: Up to 280 hours

Comp Time: Up to accrual maximum

Plus:

Start date through completion of 5 th yr:	15% of accumulated sick leave + 2 weeks' pay
Start of 6 th yr through completion of 10 th yr:	30% of accumulated sick leave + 2 weeks' pay

Start of 11 th yr through completion of 15 th yr:	45% of accumulated sick leave + 4 weeks' pay
Start of 16 th yr and above:	60% of accumulated sick leave + 4 weeks' pay

ARTICLE 29 - WAIVER

29.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

29.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 30 - COMPENSATORY TIME ACCUMULATION AND USE

30.1 Compensatory time may be accumulated for overtime worked at the rate of one and one-half (1 1/2) times at the discretion of the EMPLOYER.

30.2 Compensatory time off, if granted by the EMPLOYER, may be allowed to accumulate to a maximum of one hundred twenty (120) hours.

30.3 Compensatory time off shall be a feature of this AGREEMENT only as long as compensatory time off does not jeopardize the City's position with regard to the Fair Labor Standards Act and according to Federal and State Law.

ARTICLE 31 - POST LICENSING FEES

The EMPLOYER shall pay the three (3)-year POST licensing renewal fee for each employee.

ARTICLE 32 –SIGMA CARDIO EXAM REIMBURSEMENT

Upon completion of Sigma Cardio Exam, the City agrees to reimburse eligible employees for employee out-of-pocket expense of the exam every three (3) years. Expenses for which the employee could be compensated through other programs, such as health insurance, donated funds, foundations or wellness programs, will not be eligible. Proof of exam and payment must be submitted for reimbursement within forty-five (45) days of exam date.

ARTICLE 33 – MN PAID LEAVE

The union and City agree to equally share the cost of premiums required under Minnesota's Paid Family and Medical Leave Law. The total premium shall be split 50% by the City and 50% by the employee. The employee's share shall be collected through payroll deductions.

Employees may utilize any accrued time off to supplement approved Paid Family and Medical Leave (PFML) not to exceed 100% of the regular wage of the employee.

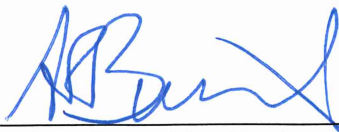
ARTICLE 34- DURATION

This AGREEMENT shall be effective as of January 1, 2026, and shall remain in full force and effect until the 31st day of December 2027.

FOR THE CITY OF ROSEMOUNT

FOR LAW ENFORCEMENT LABOR
SERVICES, INC.

Jeffery Weisensel, Mayor Date

 12-10-25

Adam Burnside, Business Agent Date

Logan Martin, Administrator Date



Ryan Coughlin, Union Steward Date

APPENDIX “A”

WAGES 2026 and 2027

2026	Step							
Grade	1	2	3	4	5	6	7	8
	114,852.87	118,585.59	122,439.62	126,451.24	130,560.90	134,804.13	139,185.27	143,708.79

2027	Step							
Grade	1	2	3	4	5	6	7	8
	118,298.45	122,143.15	126,112.81	130,244.77	134,477.73	138,848.26	143,360.82	148,020.05

A newly-appointed Sergeant may be placed at any of the above steps at the discretion of the Employer and will spend six (6)-months or the length of probation in the initial step. The next step will also be for six (6)-months, and all ensuing steps will be on an annual basis.

INVESTIGATOR/ADMINISTRATIVE SERGEANT

Employees assigned by the Employer to the position of Investigator and Administrative Sergeant shall be paid an additional 4.75% of their current salary.

FIELD TRAINING OFFICER PAY

Employees while assigned by the Employer to the position of Field Training Officer shall be paid for an additional two (2) hours at their current hourly rate per shift.

SWAT AND SPECIAL OPERATIONS TEAM (SOT) OFFICER PAY

Employees assigned by the Employer to the SWAT or SOT Team shall be paid for an additional two (2) hours at their current hourly rate per callout event or team training. This does not include conferences, certification trainings, or individual trainings that do not include the rest of the team. Employees already receiving the Investigator or Administrative Sergeant pay would not be eligible for this pay.

LABOR AGREEMENT BETWEEN
THE CITY OF ROSEMOUNT
AND
MINNESOTA TEAMSTERS, LOCAL NO. 320
(PUBLIC WORKS DEPARTMENT)

January 1, 2026 - December 31, 2027

INDEX		
<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Purpose of the Agreement	1
2	Recognition	1
3	Definitions	2
4	Employer Security	3
5	Employer Authority	4
6	Right of Subcontract	4
7	Union Security	4
8	Employee Rights: Grievance Procedure	6
9	Savings	10
10	Seniority	11
11	Discipline	11
12	Constitutional Protection	12
13	Work Schedules	12
14	Overtime	13
15	Call Back	14
16	Working out of Classification	14
17	On Call Pay	15
18	Compensatory Time Accumulation and Use	16
19	Lunch/Dinner Break	16
20	Use of City Equipment or Facilities	16
21	Holidays	16
22	Sick Leave	17
23	Donated Sick Leave	19

INDEX (CONTINUED)

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
24	Funeral Leave	20
25	Parental Leave	20
26	Vacation	20
27	Legal Defense	21
28	Probationary Periods	21
29	Safety	22
30	Job Postings	22
31	Group Insurance Benefits	23
32	Educational Reimbursement	24
33	Licenses and Pay	24
34	Severance Pay	25
35	Retirement Pay	25
36	Clothing Allowance	25
37	Longevity	26
38	Performance Evaluations	26
39	Waiver	26
40	Temporary/Seasonal Employees	27
41	MN Paid Leave	27
41	Duration	28
	Signatures	28
APPENDIX "A"	Wages 2026-2027	29
APPENDIX "B"	Seniority List	30

**LABOR AGREEMENT BETWEEN
CITY OF ROSEMOUNT
AND
MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES' UNION, LOCAL NO. 320**

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of the date of Council adoption on February 6, 2010 between the City of Rosemount, hereinafter called the EMPLOYER, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, hereinafter called the UNION. It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT. The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

ARTICLE 2 - RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179A.03, subdivision 14, for all personnel in the following job classification: All employees of the Public Works Department and Parks Department classified as "Maintenance or Mechanic," City of Rosemount, Rosemount, Minnesota, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work

days per year, excluding supervisory, confidential and all other employees, with the exception of temporary/seasonal employees addressed in Article 38.

- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 The EMPLOYER shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this AGREEMENT, either individually or collectively, which in any way conflicts with the terms and conditions of this AGREEMENT, except through the certified representative.
- 2.4 Neither the UNION nor the EMPLOYER shall discriminate against any employee because of UNION membership, nor because of race, creed, sex, color, religious belief or political belief, age, marital status or national origin.

ARTICLE 3 - DEFINITIONS

- 3.1 UNION: The Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.2 UNION MEMBER: A member of the Minnesota Teamsters Public and Law Enforcement Employee's Union, Local No. 320.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 EMPLOYER: The City of Rosemount.
- 3.5 UNION OFFICER: Officer elected or appointed by the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.6 FULL-TIME EMPLOYEE: An employee who has served six (6) months or more of continuous employment with the City of Rosemount.

- 3.7 BASE PAY RATE: The employee's hourly pay rate exclusive of any special allowances.
- 3.8 COMPENSATORY TIME: Time off the employee's regularly scheduled work schedule equal to one and one-half (1 ½) times the number of overtime hours worked.
- 3.9 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of eight (8) hours per day or forty (40) hours per week.

ARTICLE 4 - EMPLOYER SECURITY

- 4.1 The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slowdown or other interruption of or interference with the normal functions of the EMPLOYER.
- 4.2 Any employee who engages in a strike may have their appointment or employment terminated by the EMPLOYER, effective the date the violation first occurs. Termination shall be effective upon service of written notice on the employee and shall be retroactive to the date the first violation occurred. An employee who is absent from any portion of their work assignment without permission or who abstains wholly or in part from the full performance of their duties without permission from the EMPLOYER on the date or dates when a strike occurs, it prima facie presumed to have engaged in strike on such date or dates. An employee who strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or reappointed or employed or re-employed, but the employee shall be on probation for two (2) years with respect to such Civil Service status, tenure of employment, or contract of employment, as the employee may have theretofore been entitled. No

employee shall be entitled to any daily pay, wages or per diem for the days on which the employee engaged in a strike.

ARTICLE 5 - EMPLOYER AUTHORITY

The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; and to perform any inherent managerial functions not specifically limited by this AGREEMENT. Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE 6 - RIGHT OF SUBCONTRACT

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT.

ARTICLE 7 - UNION SECURITY

- 7.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly UNION dues, or a "fair share" deduction, as provided in Minnesota Statutes 179A.06, subdivision 3, if the employee elects not to become a member of the UNION. Such monies shall be remitted as directed by the UNION.
- 7.2 In addition to the dues' authorization deduction described above, the EMPLOYER shall deduct from the payroll of employees for D.R.I.V.E (the political fund associated with the UNION) provided the UNION has certified to the EMPLOYER that the employee voluntarily authorized said deduction. The EMPLOYER will deduct BI-WEEKLY from 24 pay-periods. The payment shall be

sent to the union/exclusive representative within 30 days of the deduction along with the name of each employee on whose behalf a deduction is made, and the amount deduct from the employee's paycheck. D.R.I.V.E. is the UNION's political fund and is registered pursuant to Minn. Stat. 10A.12. The UNION must not be required to provide the EMPLOYER a copy of the authorization unless a dispute arises about the existence or terms of the authorization. The UNION will indemnify the EMPLOYER for any successful claims made the employee for unauthorized deductions in reliance on the certification.

- 7.3 The UNION may designate employees from the bargaining unit to act as a Steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of Steward and/or alternate.
- 7.4 The EMPLOYER shall make space available on the employee bulletin board for the posting of official UNION notice and announcements.
- 7.5 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, and order of judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.
- 7.6 The EMPLOYER agrees that on the EMPLOYER'S premises and without loss of pay the UNION Steward shall be allowed to post official UNION notices; transmit communications authorized by the UNION of its officers under the terms of this AGREEMENT; to consult with the EMPLOYER, or the EMPLOYER'S representatives, UNION officers of the UNION representative concerning the enforcement of any provision of this AGREEMENT, so long as such action does not interfere with regular employee duties. The UNION shall not take employees

from the performance of their assigned responsibilities without prior approval of the EMPLOYER'S designated representative.

- 7.7 The Steward is authorized to perform and discharge the duties and responsibilities which are assigned under the terms of this AGREEMENT and any supplementary agreements. The EMPLOYER agrees that there shall be no restraint, interference, coercion or discrimination against the Steward because of the performance of such duties.

ARTICLE 8 - EMPLOYEE RIGHTS: GRIEVANCE PROCEDURE

- 8.1 DEFINITION OF A GRIEVANCE. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 8.2 UNION REPRESENTATIVES. The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated, as provided by Section 7.2 of this AGREEMENT.
- 8.3 PROCESSING OF A GRIEVANCE. It is recognized and accepted by the UNION and the EMPLOYER that the process of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a UNION representative shall be allowed a reasonable amount of time without loss in pay to investigate and present a grievance to the EMPLOYER during normal working

hours provided that the employee and the UNION representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the EMPLOYER.

8.4 GRIEVANCE PROCEDURE. Grievances, as defined in Section 8.1, shall be resolved in conformance with the following procedure:

Step 1: An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated Representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated Representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days

after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated Representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A Grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days shall be considered waived.

Step 4: A grievance unresolved in Step 3 and appealed within ten (10) calendar days of the EMPLOYER'S Step 3 answer to Step 4 shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within (10) calendar days following the EMPLOYER'S final answer in Step 4. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days shall be considered waived.

Step 5: A grievance unresolved in Step 4 and appealed to Step 5 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the

Arbitration of Grievances" as established by the Public Employment Relations Board.

8.5 ARBITRATOR'S AUTHORITY.

- (A) The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- (B) The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- (C) The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

- 8.6 WAIVER. If a grievance is not presented within the time limits set forth above it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and UNION in each step.
- 8.7 CHOICE OF REMEDY. If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of any employee who has completed the suspension, demotion or discharge or any employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of ARTICLE 8 or a procedure such as Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 5 of ARTICLE 8 or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5 of ARTICLE 8.

ARTICLE 9 - SAVINGS

This AGREEMENT is subject to law. In the event any provisions of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction of whole final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other

provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 10 - SENIORITY

- 10.1 Seniority shall be determined by the employee's length of employment with the City and their length of service in a job classification. Seniority rosters shall be maintained by the EMPLOYER on this basis and posted in an appropriate location. The seniority list accepted as being accurate as of the date of the contract will be that as shown on Appendix "B" attached.
- 10.2 A reduction of work force and recall will be accomplished on the basis of seniority provided that the senior employee is fully qualified to perform all assigned duties of the job classification. The EMPLOYER will layoff or cease to employ part-time employees with the same job description prior to laying off permanent full-time employees within the unit with those same job descriptions. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of the employee's layoff before any new employee is hired. Employees recalled shall be placed in the position they were laid off from with their original date of employment as their seniority date. The names of employees whose recall rights have expired shall be removed from the lay-off list.
- 10.3 Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

ARTICLE 11 - DISCIPLINE

- 11.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in the form of:

- a. oral reprimand - must be recorded in writing;
- b. written reprimand;
- c. suspension;
- d. demotion; or
- e. discharge

11.2 Suspensions, demotions and discharges will be in written form.

11.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by a signature of the employee. Employees and the UNION will receive a copy of such reprimands and/or notices.

11.4 Employees may examine their own individual personnel file at reasonable times under the direct supervision of the EMPLOYER.

11.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.

11.6 Grievances relating to this Article shall be initiated by the UNION in step 3 of the Grievance Procedure under ARTICLE 8.

ARTICLE 12 - CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitution.

ARTICLE 13 - WORK SCHEDULES

13.1 The sole authority in work schedules is the EMPLOYER. The normal work day for an employee shall be eight (8) hours, 7:00 a.m. to 3:00 p.m. The normal work week shall be forty (40) hours Monday through Friday.

- 13.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal work day. The EMPLOYER will give two (2) weeks' advance notice to the employees affected by the establishment of work days different from the employee's normal eight (8)-hour work day.
- 13.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours; however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the employee from so working.
- 13.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.

ARTICLE 14 - OVERTIME

- 14.1 A. Hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for at one and one-half (1- ½) times the employee's regular pay rate.
- B. For work that begins prior to a normal shift, employees shall receive overtime pay or comp time at one and one-half (1 ½) times pay for all hours worked until the start of their normal scheduled shift. Employees will have to be compensated using one (1) of three (3) ways to complete the hours of their regular scheduled shift at their regular rate of pay: working, using vacation hours or using banked comp time to complete that day with supervisor approval.

- 14.2 Overtime will be distributed as equally as practicable.
- 14.3 Overtime refused by employees will, for record purposes under ARTICLE 14.2, be considered as unpaid overtime worked.
- 14.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 14.5 It is the intent of the EMPLOYER to offer overtime to full-time employees prior to temporary/seasonal employees.
- 14.6 Employees shall be paid at or receive comp time at two (2) times the employee's hourly rate of pay for all hours worked on Sundays and any observed holiday as outlines in Article 19 "Holidays".

ARTICLE 15 - CALL BACK

- 15.1 An employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of three (3) hours' pay at one and one-half (1 ½) times the employee's regular pay rate.
- 15.2 If a call out can be cleared (handled remotely) by use of a Smartphone or laptop and the employee does not need to physically respond to alarm, the employee will be compensated for one and one-half (1 ½) hours' pay at one and one-half (1 ½) times the employee's regular pay rate.

ARTICLE 16 – WORKING OUT OF CLASSIFICATION

In the event that a lead worker is scheduled to be gone for more than two (2) consecutive days between April 1st and October 31st, or for absences resulting from worker's compensation, FMLA, PFML related reasons lasting more than seven consecutive days, a temporary lead worker shall be assigned by the Public Works Supervisor or Director. Employees assigned to be temporary lead worker

shall receive an additional two dollars and fifty cents per hour (\$2.50) payable back to the first day designated as interim lead. The additional \$2.50 per hour shall be paid to an interim lead for worked hours only.

ARTICLE 17 – ON CALL PAY

Employees shall be compensated eighty dollars per day (\$80) for being on call. On-call assignments shall be made for a 7-day period with start/end day to be weekday as determined by the department. Employees will be allowed to volunteer for 7-day on-call period. In the event two employees request the same period, the assignment will be made based on the current seniority list. In the event of an on call period with no volunteers, the Employer shall assign an Employee for for the on-call period with two-weeks notice. Employees assigned on-call duty will be assigned a City provided cellular phone for the on-call period. The Employee shall carry the cellular phone at all times after regular work hours and weekends to receive all calls from City personnel and Dakota County Communications for Public Works related items. For calls that require the Employee to return to the work site, the Employee shall be required to report to the work site within a maximum of 45 minutes of receiving the call. Call-back compensation in accordance with Article 15.1 of the Teamster's Agreement will be made only in the event that the Employee is required to return to the work site. The Department will develop guidelines for the administration of calls that may be updated to from time to time as determined necessary. In the event of unforeseen circumstances which may prevent an employee from completing a 7-day on-call coverage and as approved by the Public Works Supervisor, the employee would be compensated at 1/7th the weekly on-call rate times the number of days covered.

ARTICLE 18 - COMPENSATORY TIME ACCUMULATION AND USE

- 18.1 Compensatory time may be accumulated for overtime worked at the rate of one and one-half (1- ½) times at the discretion of the EMPLOYER.
- 18.2 Employees are allowed to accrue compensatory time to a maximum of eighty (80) hours at any given time. Compensatory time off must be approved by the EMPLOYER who will take into consideration staffing requirements.
- 18.3 Compensatory time off shall be a feature of this AGREEMENT only as long as compensatory time off does not jeopardize the City's position with regard to the Fair Labor Standards Act and according to Federal and State Law.

ARTICLE 19 – LUNCH/DINNER BREAK

The two (2) coffee breaks shall be combined (total of thirty (30) minutes) and used at, or around, the noon hour. The unpaid thirty (30)-minute lunch break shall be used at the end of the work day. The normal work day for an employee shall be eight (8) hours, 7:00 a.m. to 3:00 p.m.

ARTICLE 20 - USE OF CITY EQUIPMENT OR FACILITIES

No employee shall use City equipment or facility for the employee's private use unless express written approval is received from the EMPLOYER.

ARTICLE 21 - HOLIDAYS

- 21.1 Holidays shall be as follows:

1. New Year's Day	8. Veterans' Day
2. Martin Luther King Day	9. Thanksgiving Day
3. Presidents' Day	10. Friday after Thanksgiving
4. Memorial Day	11. Christmas Day
5. Juneteenth	12. Floating Holiday Eight (8) hours
6. Independence Day	13. Christmas Eve Day – when December 24 th falls on a Friday, Thursday shall be the designated holiday. When it falls on a Saturday, Friday shall be the designated holiday. When it falls on a Sunday, Tuesday shall be the designated holiday.
7. Labor Day	

21.2 When New Year's Day, Juneteenth, Independence Day, Veterans' Day and Christmas Day fall on Sunday, the following day shall be observed; and if the holiday falls on Saturday, it shall be observed on Friday.

21.3 Approval of an employee floating holiday will be granted in order of seniority. After March 15th, requests will be granted on a first-come, first-serve basis.

ARTICLE 22 - SICK LEAVE

22.1 Full-time-benefit-eligible employees will be front-loaded with 96 hours of sick leave on January 1st. Employees hired mid-year will be front-loaded according to the following schedule:

January hire	96 hours
February hire	88 hours
March – December hire	80 hours

22.2 There will be no maximum accumulation of sick leave for employees hired prior to January 5, 2016. Employees hired after this date but prior to January 1, 2026, will have a maximum sick leave cap of 800 hours. Employees hired on or after January 1, 2026, will have a sick leave cap of 600 hours.

22.3 Sick leave may be used under the conditions and for the persons and purposes set forth in Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 (2023). When the use of accumulated sick leave is approved, for compensation purposes, employees will be considered to have worked their normal work day. Use of sick leave in excess of three (3) days may require written documentation.

- 22.4 If abuse of sick leave is suspected as evidenced by the repeated or systematic use of sick leave, the EMPLOYER may require written documentation upon written notification to the employee from the EMPLOYER.
- 22.5 Use of sick leave benefits for reasons other than those stated in 20.3 of this Article shall be just cause for disciplinary action.
- 22.6 Notification. If the need for use of sick leave is foreseeable, the employee shall give seven days' advanced notice. Employees unable to report for their work day because of illness, injury or other unforeseeable need shall notify their supervisor or designee prior to their scheduled starting time, except in the event of an emergency which prevents an employee from notifying their supervisor. Employees failing to give such notice may be subject to disciplinary action.
- 22.7 Upon request of a full-time employee who is absent from work as a result of a compensable injury covered under the provisions of the Worker's Compensation Act, the EMPLOYER will pay the difference between the benefit received by the employee pursuant to the Worker's Compensation Act and the employee's normal daily wages to the extent of the employee's earned sick leave.
- 22.7.1 Such payment shall be made by the EMPLOYER to the employee only for the period of disability or until the employee's earned sick leave is exhausted.
- 22.7.2 The deduction from an employee's earned sick leave shall be a pro-rated amount based on the Worker's Compensation benefit and the employee's normal daily wages.

22.8 In the event of the death of employee, the estate shall be entitled to one hundred percent (100%) of the employee's accumulated sick leave at the rate last paid to the employee.

22.9 On January 1st and July 1st of each year, employees may elect to sell accumulated sick leave to the EMPLOYER if the employee's accumulated sick leave is in excess of sixty (60) days or 480 hours. This buyout provision will be computed by multiplying the number of hours being sold times a conversion rate based upon the employee's number of years of service. This conversion rate (or percentage) will be determined as follows:

Start of 2 nd year through completion of 5 th year:	15% x rate x hours
Start of 6 th year through completion of 10 th year:	30% x rate x hours
Start of 11 th year through completion of 15 th year:	45% x rate x hours
Start of 16 th year and above:	60% x rate x hours

ARTICLE 23 - DONATED SICK LEAVE

23.1 With the express written approval of the City Administrator, regular full-time employees having accrued sick leave will be allowed to donate a portion of such accrued sick leave to fellow bargaining unit employees experiencing a major life-threatening disease or condition suffered by the employee, their spouse, or minor children. A major life-threatening disease or condition shall include, but not necessarily be limited to heart attack, stroke, organ transplant, or life-threatening illness or condition as defined by a physician's diagnosis.

23.2 The donation of sick leave from one employee to another shall be subject to the following terms and conditions:

23.2.1 An employee will be eligible to receive donated sick leave only after the employee's accrued sick leave, compensatory time and vacation have been used by the employee.

23.2.2 No employee will be allowed to receive more than twenty (20) days of donated sick leave for any single major life-threatening disease or condition without the additional express approval of the City Administrator.

23.2.3 An employee may donate no more than sixteen (16) hours per calendar year to a single fellow employee. This shall not be construed to prohibit donating sixteen (16) hours each per year to additional fellow employees.

23.2.4 A written request to donate sick leave must be made to the City Administrator on forms designated by the City for that purpose.

ARTICLE 24 - FUNERAL LEAVE

24.1 A maximum of three (3) days' leave with pay may be granted upon request in the event of a death in the employee's immediate family consisting of spouse, mother, father, brother, sister, children and employee's mother-in-law and father-in-law. Up to two (2) additional days of leave may be granted, with approval by the EMPLOYER, in the death of the employee's spouse, children, parent, grandparent, brother and sister.

24.2 A one-day leave with pay will be granted upon request in the event of the death of other relatives as set forth in the City Personnel Policy.

ARTICLE 25 - PARENTAL LEAVE

Parental leave shall be granted as required by law and/or City policy.

ARTICLE 26- VACATION

26.1 All full-time employees will accrue vacation hours on the 1st and 2nd pay periods each month. Employees hired or terminated during a month will receive a vacation leave accrual if they work a shift during the applicable pay period. based on the following schedule:

Start date through completion of 1 st year:	.8 day or 6.67 hours/month (10 days/year)
Start of 2 nd year through completion of 3 rd year:	1 day or 8 hours/month (12 days/year)
Start of 4 th year through completion of 10 th year:	1.5 days or 12 hours/month (18 days/year)
Start of 11 th year through completion of 15 th year:	1.75 days or 14 hours/month (21 days/year)
Start of 16 th year and above:	2 days or 16 hours/month (24 days/year)

26.2 All full-time employees may accumulate vacation accrual to a maximum of 35 days (280 hours).

26.3 Payment in lieu of vacation accrual beyond the amounts listed will not be considered.

26.4 Vacation requests are to be submitted on or before March 15th of the year the vacation is to be taken.

26.5 Vacation schedule approval will be granted in order of seniority. After March 15th, additional vacation requests will be granted on a first-come, first-served basis.

ARTICLE 27 - LEGAL DEFENSE

The EMPLOYER agrees to indemnify an employee in accordance with Chapter 466 of the Minnesota Statutes (Tort Liability).

ARTICLE 28 - PROBATIONARY PERIODS

28.1 All newly hired or rehired employees will serve a six (6)-month probationary period.

- 28.2 All employees will serve a six (6)-month probationary period in any job classification in which the employee has not served a probationary period.
- 28.3 At any time during the probationary period, a newly hired employee may be terminated at the sole discretion of the EMPLOYER.
- 28.4 Regular full-time employees rehired within one (1) year after leaving the service of the EMPLOYER in good standing are not required to serve a probationary period.
- 28.5 At any time during the probationary period, a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER.

ARTICLE 29 - SAFETY

- 29.1 The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.
- 29.2 Employer will reimburse eligible employees up to \$200 for employee out-of-pocket expense for prescription safety glasses every two (2) years. Expenses for which the employee could be compensated through other programs, such as health insurance, etc. will not be eligible. Proof of purchase and payment must be submitted for reimbursement within forty-five (45) days of date of purchase.

ARTICLE 30 - JOB POSTING

- 30.1 The EMPLOYER and the UNION agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided those applicants:

30.1.1 Have the necessary qualifications to meet the standards of the job vacancy; and

30.1.2 Have the ability to perform the duties and responsibilities of the job vacancy.

30.2 Employees filling higher job class based on the provisions of this Article shall be subject to the conditions of ARTICLE 26 (Probationary Periods).

30.3 The EMPLOYER has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience.

28.4 Job vacancies within the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE 31 - GROUP INSURANCE BENEFITS

31.1 The EMPLOYER shall pay one hundred percent (100%) of the single insurance premium of a plan selected by the EMPLOYER. For 2026 – 2027 contract this language is replace by the Memorandum of Agreement - Health Insurance Re-Opener.

31.2 The EMPLOYER shall pay seventy five percent (75%) of the family insurance premium.

31.3 The EMPLOYER shall contribute \$635 into the employee's VEBA or HSA account in January of the Plan year. Employees hired after January 31 will receive a prorated amount. This contribution shall cease at the time that the City no longer participates in the VEBA #830 Plan or HSA Plans. For 2026-2027 contract this language is to be replaced by the Memorandum of Agreement - Health Insurance Re-Opener.

- 31.4 Employees not choosing dependent coverage cannot be covered at EMPLOYER expense for any additional insurance than the individual group health insurance coverage.
- 31.5 The EMPLOYER shall pay one hundred percent (100%) of the cost of employee life insurance coverage in the amount of \$20,000 within a Plan selected by the EMPLOYER.
- 31.6 The EMPLOYER shall pay the first nine dollars (\$9.00) for an employee's participation in the PERA Group Term Life and AD&D Insurance Program.
- 31.7 The EMPLOYER shall pay one hundred percent (100%) of the cost of dental insurance coverage for the employee.

ARTICLE 32 - EDUCATION REIMBURSEMENT

- 32.1 If an employee chooses to be reimbursed for their education, the EMPLOYER will pay one hundred percent (100%) of all costs of taking a class not to exceed one thousand two hundred fifty dollars (\$1,250.00) per year for classes approved by the EMPLOYER. The EMPLOYER will also pay fifty percent (50%) of costs above the initial one thousand two hundred fifty dollars (\$1,250.00) for classes approved by employee's department head and the City Administrator, and successfully completed.
- 32.2 Eligibility and reimbursement will be based on the conditions and criteria set out in the City of Rosemount "Tuition Reimbursement Program."

ARTICLE 33 - LICENSES AND PAY

- 33.1 License Costs and Training. Upon the EMPLOYER'S choice to have an employee obtain a license, the EMPLOYER will grant time off with pay and pay associated costs to obtain the license.

33.2 The EMPLOYER will provide time off with pay and a vehicle to allow the employee to obtain a Class A drivers license if the employee holds a Class B drivers license. The EMPLOYER will pay the cost to obtain a Class A or B CDL license.

ARTICLE 34 - SEVERANCE PAY

Regular full-time employees voluntarily terminating their employment with two weeks' advance notice will receive payment at the employee's rate of pay at the time of the employee's termination based on the following:

Vacation: Employee to receive accrued amount

Sick Leave:

Start of 2 nd year through completion of 5 th year:	15% of accumulated sick leave
Start of 6 th year through completion of 10 th year:	30% of accumulated sick leave
Start of 11 th year through completion of 15 th year:	45% of accumulated sick leave
Start of 16 th year and above:	60% of accumulated sick leave

ARTICLE 35 - RETIREMENT PAY

In addition to severance pay, full-time employees retiring from the City under the provisions of the State pension legislation will receive lump sum compensation equal to:

Completion of 5 years of service:	2 weeks' pay
Completion of 10 years of service:	4 weeks' pay

ARTICLE 36 - CLOTHING ALLOWANCE

36.1 The annual clothing allowance (including boots) shall be eight hundred dollars (\$800.00) in 2026 and 2027.

36.2 Uniform items shall be purchased and worn in accordance with the policy developed by the EMPLOYER.

- 36.3 Shorts shall be worn in accordance to a policy developed by the EMPLOYER.
- 36.4 Only those items purchased through the uniform allowance program will be worn by employees. Employees will wear uniforms that are in good condition and are not torn, have holes, or are badly frayed. Employee work boots shall also be in good condition.
- 36.5 Clothing allowance for new employees will be prorated from their first day of employment to the end of the calendar year.

ARTICLE 37 - LONGEVITY

Longevity will be paid according to the following:

After completion of 5 years of service:	1% of base salary
After completion of 8 years of service:	2% of base salary
After completion of 12 years of service:	3% of base salary
After completion of 16 years of service:	4% of base salary

ARTICLE 38 - PERFORMANCE EVALUATIONS

To foster better communication between the EMPLOYER and the unit members, Performance Evaluations will be conducted a minimum of one (1) time per year. Completion of these evaluations more often is encouraged but not required.

ARTICLE 39 - WAIVER

- 39.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT are hereby superseded.
- 39.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not

removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 40 - TEMPORARY/SEASONAL EMPLOYEES

Employees hired by the EMPLOYER on a temporary/seasonal basis for no more than sixty-seven (67) days per calendar year for non-students and one hundred (100) days per calendar year for students shall not be eligible for fringe benefits under this AGREEMENT and shall be paid a wage rate to be determined by the EMPLOYER.

ARTICLE 41 – MN PAID LEAVE

The union and City agree to equally share the cost premiums required under Minnesota's Paid Family and Medical Leave Law. The total premium shall be split 50% by the City and 50% by the employee. The employee's share shall be collected through payroll deductions.

ARTICLE 42 - DURATION

This AGREEMENT shall be effective as of January 1, 2026, and shall remain in full force and effect until December 31, 2027, and thereafter until modified or amended by mutual agreement of the parties.

FOR THE CITY OF ROSEMOUNT

**FOR MINNESOTA TEAMSTERS
LOCAL #320**

Jeffery Weisensel, Mayor Date

Josh Loahr, Business Agent Date

Logan Martin, Administrator Date

Doug Holzer, Union Steward Date

APPENDIX "A"

WAGES 2026 and 2027

Maintenance Worker & Facilities/Fleet Maintenance Technician

2026	Step							
Grade	1	2	3	4	5	6	7	8
10	32.683	33.745	34.842	35.984	37.153	38.361	39.607	40.895

2027	Step							
Grade	1	2	3	4	5	6	7	8
10	33.664	34.758	35.887	37.063	38.268	39.512	40.796	42.122

Mechanic

2026	Step							
Grade	1	2	3	4	5	6	7	8
11	34.644	35.770	36.933	38.143	39.382	40.662	41.984	43.348

2027	Step							
Grade	1	2	3	4	5	6	7	8
11	35.684	36.843	38.041	39.287	40.564	41.882	43.243	44.649

Maintenance Worker Lead
Facilities Maintenance Specialist
Lead Mechanic

2026	Step							
Grade	1	2	3	4	5	6	7	8
12	36.723	37.916	39.149	40.431	41.745	43.102	44.503	45.949

2027	Step							
Grade	1	2	3	4	5	6	7	8
12	37.825	39.054	40.323	41.644	42.998	44.395	45.838	47.328

APPENDIX "B"	
SENIORITY LIST JANUARY 2026	
Name	Date of Hire
MAINTENANCE WORKER	
A. J. Korpela	11-15-1986
John Cusack	05-07-2003
Tor Berkeland	09-13-2012
Tony Braun	06-08-2015
Brent McGraw	01-04-2016
Brady Schmitt	05-21-2018
Riley Kaszynski	06-22-2020
Bryan Bodsberg	06-29-2020
Hunter Confair	04-12-2021
Jason Dowell	12-12-2022
Steven Nielsen	05-15-2023
Travis Roschen	09-18-2023
Jim Lackore	03-11-2024
Erik Bangerter	02-24-2025
Dennis Clark	07-28-2025
LEAD MAINTENANCE WORKER	
Ryan Rausch (Parks)	05-12-2003
Doug Holzer (Utilities)	03-31-2008
Brent McGraw (Streets)	01-04-2016
FACILITIES MAINTENANCE SPECIALIST	
Joseph Werden	09-27-1999
FACILITIES/FLEET MAINTENANCE TECH	
Tony Braun	06-08-2015
MECHANIC	
Denver Jacobson	08-26-2002
LEAD MECHANIC	
William Murphy	08-26-2002

LABOR AGREEMENT BETWEEN
THE CITY OF ROSEMOUNT
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL #2, POLICE OFFICERS)

January 1, 2026- December 31, 2027

INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Index	2
	Preamble	4
1	Definitions	4
2	Recognition	5
3	Management Rights and Responsibilities	5
4	LELS Rights and Responsibilities	6
5	No Strike Provision	7
6	Savings Clause	7
7	Grievance Procedure	7
8	Discipline and Discharge	12
9	Job Safety	13
10	Court Time	14
11	Call Back	14
12	Schedule Changes	14
13	Sick Leave	15
14	Funeral Leave	17
15	Lay Off	17
16	Vacations	18
17	Clothing Allowance	19
18	Longevity	19
19	Education Incentive Pay	19
20	Educational Reimbursement	19
21	Health Insurance	20

INDEX (CONTINUED)

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
22	VEBA/HSA Contribution	20
23	Dental Insurance	20
24	Life Insurance	21
25	Holidays	21
26	Overtime Pay	22
27	Training	22
28	Injury on Duty	23
29	Severance Pay	23
30	Retirement Pay	23
31	Health Care Savings Plan	24
32	Waiver	24
33	Compensatory Time Accumulation and Use	25
34	POST Licensing Fees	25
35	Contract Employment	25
36	Sigma Cardio Exam Reimbursement	26
37	Canine Handler	26
38	MN Paid Leave	27
39	Duration	27
	Signatures	27
APPENDIX "A"	Wages 2026 - 2027	28

**LABOR AGREEMENT BETWEEN
CITY OF ROSEMOUNT
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
POLICE OFFICERS**

PREAMBLE

This AGREEMENT is made and entered into by and between the CITY OF ROSEMOUNT, hereinafter referred to as the EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC., hereinafter referred to as LELS, as its purpose the promotion of harmonious relations between the EMPLOYER, its employees and LELS; the furtherance of efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of disputes that may arise without interference or disruption of efficient operations of the department; the establishment of a formal understanding relative to all terms and conditions of employment.

ARTICLE 1 - DEFINITIONS

- 1.1 LELS: Law Enforcement Labor Services, Inc.
- 1.2 EMPLOYER: The City of Rosemount.
- 1.3 EMPLOYEE: Member of the police bargaining unit as identified by Bureau of Mediation Services, State of Minnesota.
- 1.4 DEPARTMENT: City of Rosemount Police Department.
- 1.5 WORK DAY: Shall consist of eight (8) to twelve (12) hours as designated.
- 1.6 WORK YEAR: The work year is 2,080 hours.
- 1.7 OVERTIME: Work performed at the express authorization of the Employer in excess of the employee's scheduled shift. Authorization is implied when overtime work is performed and approved after the fact.
- 1.8 CITY: City of Rosemount.

1.9 CHIEF: The Chief of the Rosemount Police Department.

1.10 UNION OFFICER: Officer elected or appointed by LELS.

ARTICLE 2 - RECOGNITION

- 2.1 The EMPLOYER recognizes Law Enforcement Labor Services, Inc. as the exclusive representative under Minnesota Statutes 179A.03, Subd. 8 for the members of the Rosemount Police Bargaining Unit as identified by the Bureau of Mediation Services, State of Minnesota.
- 2.2 In the event the EMPLOYER and LELS are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 3.1 It is recognized, except as expressly stated herein, the EMPLOYER will retain whatever rights and authority necessary for it to operate and direct the affairs of the Department in all the various aspects, including but not limited to: the right to direct the working forces; to plan, direct and control all the operations and services of the Department; to determine the method, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours; to assign overtime; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable work rules and regulations and to change or eliminate methods of police function, equipment or facilities.
- 3.2 The EMPLOYER agrees to publish the method by which promotions shall be made within the Department; to publish reasonable work rules and regulations, if any, and make copies of both available to members of the bargaining unit. Any

new or change in existing work rules and regulations by the EMPLOYER which affect terms and conditions of employment must stand the test of reasonableness.

- 3.3 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE 4 - LELS RIGHTS AND RESPONSIBILITIES

- 4.1 The EMPLOYER agrees to cooperate with LELS in the deduction of regular monthly dues, for those employees who request in writing to have regular monthly LELS dues checked off by payroll deduction. The EMPLOYER agrees to remit such regular monthly dues in a manner to be prescribed by LELS.
- 4.2 LELS agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken or not taken by the EMPLOYER under the provisions of the foregoing section.
- 4.3 The EMPLOYER agrees not to enter into any AGREEMENT with members of the bargaining unit, individually or collectively, or with any other organization which in any way conflicts with the provisions of this AGREEMENT.
- 4.4 LELS may designate employees from the bargaining unit to act as representatives and shall inform the employer of such choice and of any changes in LELS representatives in writing.
- 4.5 The EMPLOYER agrees to make space available on the employee bulletin board for the posting of LELS notice(s) and announcement(s) and to make space available for meetings of the bargaining unit when it does not conflict with the operation of the Department.

- 4.6 The EMPLOYER agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absences, with prior approval and with pay, for the purpose of conducting LELS local unit business when such time will not unduly interfere with the operations of the Department.
- 4.7 The EMPLOYER agrees that process of all grievances shall be during the normal work day whenever possible, and employees shall not lose wages due to their necessary participation.

ARTICLE 5 – NO STRIKE PROVISION

Neither LELS, its officers or agents, nor any of the employees covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strike, slow down, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment.

ARTICLE 6 - SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, the County of Dakota and the City of Rosemount. In the event that any provisions of this AGREEMENT may be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree or appeal has been taken within the time provided, such provisions may be voided. All other provisions of this AGREEMENT may continue in full force and effect. The voided provisions may be renegotiated upon written request of either party.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance. For the purpose of this AGREEMENT, the term "grievance" means any dispute arising concerning the interpretation or application of the express provisions of this AGREEMENT. In the event of such

grievance arising, there shall be no suspension of operations but an earnest effort shall be made to resolve such grievance in the manner prescribed by this ARTICLE.

7.2 Grievances Regarding Discipline. Grievances relating to this ARTICLE shall be initiated by LELS in Step 3 of the grievance procedure.

7.3 Procedure. "Grievances" as defined by Section 7.1 shall be resolved in conformance with the following procedure.

Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The employee's direct supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the employee's direct supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by LELS within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by LELS and discussed with the Lieutenant (Police Chief if the Lieutenant is the direct supervisor). The Lieutenant or Police Chief shall give LELS the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step

2 may be appealed to Step 3 within ten (10) calendar days following the Lieutenant or Police Chief's final Step 2 answer. Any grievance not appealed in writing to Step 3 by LELS within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by LELS and discussed with the Police Chief or City Administrator. The Police Chief or City Administrator shall give LELS the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 or Step 5 within (10) calendar days following the Police Chief or City Administrator's final answer in Step 3. Any grievance not appealed in writing to Step 4 or Step 5 by LELS within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 may be submitted to mediation. Within ten (10) calendar days after receipt of the EMPLOYER'S Step 3 response, LELS may file a petition with the Minnesota Bureau of Mediation Services with a copy submitted to the EMPLOYER. If a mediation meeting cannot be arranged within twenty (20) calendar days of the request for mediation, or the EMPLOYER or LELS waives mediation, LELS may appeal the grievance to Step 5. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the Police Chief or City Administrator's final answer in Step 4. Any grievance not appealed in writing to Step 5 by LELS within ten (10) calendar days shall be considered waived.

Step 5. A grievance unresolved in Step 3 or Step 4 and appealed to Step 5 by LELS shall be submitted to arbitration. For grievance matters involving written discipline, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892. For all other grievances, the selection of an arbitrator shall be made in accordance with the “rules Governing the Arbitration of Grievances” as established by the Bureau of Mediation Services.

7.4 Arbitrator's Role. The arbitrator selected shall hear and decide the grievance. Each party shall be responsible for equally compensating the arbitrator's fee and necessary expenses. Each shall be responsible for compensating respective witnesses.

7.5 Arbitrator's Authority.

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue or issues submitted in writing by the parties of this AGREEMENT and shall have no authority to make a decision on any other matter not so submitted. If the grievance involved discipline or discharge by the EMPLOYER, the arbitrator shall have the authority to sustain either position or to modify, amend or rescind the penalty of such action at the sole discretion of the arbitrator.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later,

unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and LELS and shall be based solely on the arbitrator's interpretation or application of the terms of this AGREEMENT and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and LELS provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 Any or all of the time limits contained in this ARTICLE may be extended by mutual AGREEMENT and such extension will not be unduly withheld.

7.7 Choice of Remedy. If, as a result of the written EMPLOYER response in Step 4 the grievance remains unresolved, and if the grievance involves the written reprimand, suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed to either Step 5 of ARTICLE 7 or a procedure such as Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 5 of ARTICLE 7 the grievance is not subject to the arbitration procedures as provided in Step 5 of ARTICLE 7. The aggrieved employee shall indicate in writing which procedure is to be utilized – Step 5 of ARTICLE 7 or another appeal procedure – and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5 of ARTICLE 7. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an

employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

8.1 Discipline.

Disciplinary action by the EMPLOYER shall be for just cause and shall include the following:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension
- d. Demotion
- e. Discharge

8.2 Notification of the Employee.

8.21 Suspension, demotions and discharges will be in written form.

8.22 Notices of suspension, demotion, or discharge shall include a statement of the charges and the date on which time the action is to be effective. In case of demotion, the position to which the employee is demoted shall be identified.

8.3 Discharge.

8.31 Discharge shall be for just cause only.

8.32 The statement of charges shall be served upon the employee with a copy by registered mail to LELS.

8.33 Upon receipt of the statement of charges, a grievance may be filed in accordance with ARTICLE 7.

8.34 Prior to any hearing or arbitration process, a joint meeting may be held by AGREEMENT of the EMPLOYER and LELS in an effort to resolve the disputed discharge.

8.4 Personnel Records

8.41 Copies of all letters of commendation, complaints and written reprimands that are entered into the employee's permanent personnel file shall be given to the employee and the employee shall be permitted to respond thereto. Such responses shall be attached to and made a part of the permanent personnel file.

8.42 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee and LELS will receive a copy of such reprimands and/or notices.

8.43 After five (5) years of "no same for similar discipline", oral and written reprimands will be removed from the employee's personnel file after five (5) years upon at the employee's request. The documents will be retained per Data Practices requirements in a separate file.

ARTICLE 9 - JOB SAFETY

It shall be the policy of the EMPLOYER that the safety of employees, the protection of work areas, the adequate training in necessary safety practices and the prevention of accidents are a continuing and integral part of its every day responsibility. It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and the public and to comply with rules promulgated to ensure safety. This employee responsibility shall include the proper use of vehicles, equipment and all safety devices in accordance with recognized

safety procedures. It shall be the responsibility of the EMPLOYER to maintain all EMPLOYER-owned equipment in a safe and workable order, repairing or replacing as needed.

ARTICLE 10 - COURT TIME

An employee who is scheduled to appear in court during the employee's scheduled off-duty time shall receive a minimum of three (3) hours' pay at one and one-half (1 1/2) times the employee's regular hourly rate. An extension or early report to a regularly scheduled shift does not qualify the employee for the three (3)-hour minimum. When an employee is notified of a cancellation of court appearance more than twenty-four (24) hours prior to the scheduled appearance, no court time shall be authorized.

ARTICLE 11 - CALL BACK

11.1 Any employee called back to work outside of the employee's regularly scheduled shift, with less than 120 hours' notice, shall be paid for a minimum of two (2) hours' pay at one and one half (1 1/2) times the employee's pay rate. An extension of or early report to a regularly scheduled shift does not qualify the employee for the two (2)-hour minimum. Call back starts at the time of employee's report for duty.

11.2 Call back hours earned at the rate of one and one-half (1 1/2) times shall go towards any hours owed by the employee to the Employer. Upon fulfillment of the hours owed by the employee to the Employer, employee shall be compensated at one and one-half (1 1/2) times the employee's regular pay rate.

11.3 Employee training shall not be considered call back.

ARTICLE 12 – SCHEDULE CHANGES

Changes of scheduled shifts do not qualify an employee for overtime unless a schedule change is made by the EMPLOYER less than seven (7) days in advance. For

employees assigned to the position of Investigator, Liaison, Community Resource Officer, or Drug Task Force Officer, a schedule change, without overtime, and with advance notice of seven (7) days may be mutually agreed upon by the affected employee and EMPLOYER. Such schedule changes will accommodate the unique duties required of the general detective position.

ARTICLE 13 - SICK LEAVE

- 13.1 Full-time, benefit-eligible employees will be front-loaded with ninety-six (96) hours of sick leave on January 1st. Employees hired mid-year will be front-loaded according to the following schedule:

January hires	96 hours
February hires	88 hours
March – December hires	80 hours

- 13.2 Earned sick leave may be accumulated with no maximum accrual for employees hired prior to January 1, 2016. Employees hired between January 1, 2016, and December 31, 2025, may accumulate sick leave with a maximum sick leave cap of 800 hours. Employees hired on or after January 1, 2026, will have a sick leave cap of 480 hours.
- 13.3 Sick leave may be used under the conditions and for the persons and purposes set forth in Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 (2023). Use of sick leave in excess of three (3) days may require written documentation. When the use of accumulated sick leave is approved, for compensation purposes, employees will be considered to have worked their normal work day.

- 13.4 If abuse of sick leave is suspected, as evidenced by the repeated or systematic use of sick leave, the EMPLOYER may require written documentation upon written notification to the employee from the EMPLOYER.
- 13.5 Use of sick leave benefits for reasons other than those stated in 13.3 of this ARTICLE shall be just cause for disciplinary action.
- 13.6 Notification. If the need for use of sick leave is foreseeable, the employee shall give seven (7) days' advanced notice. Employees unable to report for their work day because of illness, injury, or other unforeseeable need shall notify their supervisor or designee prior to their scheduled starting time, except in the event of an emergency which prevents an employee from notifying their supervisor. Employees failing to give such notice may be subject to disciplinary action.
- 13.7 Upon request of a full-time employee who is absent from work as the result of a compensable injury covered under the provisions of the Workers' Compensation Act, the EMPLOYER will pay the difference between the benefit received by the employee pursuant to the Workers' Compensation Act and the employee's normal daily wages to the extent of the employee's earned sick leave.
- 13.71 Such payment shall be made by the EMPLOYER to the employee only for the period of the disability or until the employee's earned sick leave is exhausted.
- 13.72 The deduction from an employee's earned sick leave shall be a pro-rated amount based on Workers' Compensation benefits and the employee's normal daily wages.
- 13.8 In the event of the death of an employee, the estate shall be entitled to 70% of the employee's accumulated sick leave at the rate last paid to the employee.

13.9 On January 1st and July 1st, only, of each year, employees may elect to sell accumulated sick leave to the EMPLOYER if the employee's accumulated sick leave is in excess of sixty (60) days or 480 hours. This buyout provision will be computed by multiplying the number of hours being sold times the employee's regular rate of pay times a conversion rate based upon the employee's number of years of service. This conversion rate (or percentage) will be determined as follows:

Start of 2 nd year through completion of 5 th year:	15% x rate x hours
Start of 6 th year through completion of 10 th year:	30% x rate x hours
Start of 11 th year through completion of 15 th year:	45% x rate x hours
Start of 16 th year and above:	60% x rate x hours

ARTICLE 14 - FUNERAL LEAVE

A maximum of three (3) days' leave with pay may be granted upon request in the event of a death in the employee's immediate family consisting of spouse, mother, father, brother, sister, child/step-child, grandparent and employee's mother-in-law and father-in law. Up to two (2) additional days of leave may be granted, with approval, in the death of the employee's spouse, child/step-child or parent. A one-day leave with pay will be granted upon request in the event of the death of other relatives. The actual time off, and funeral leave approved, will be determined by the employee's supervisor depending on individual circumstances such as the closeness of the relative, arrangements to be made, distance to the funeral, etc.

ARTICLE 15 - LAY OFF

15.1 When a reduction in the work force becomes necessary, the employee with the least seniority shall be laid off first provided other employees are qualified to perform the duties of the employee with the least seniority. The last employee

laid off shall be the first to be recalled for work. No new employees shall be hired until the lay-off list has been exhausted.

- 15.2 Employees on lay-off shall have recall rights for two (2) years. The names of employees whose recall rights have expired shall be removed from the lay-off list.

ARTICLE 16 - VACATIONS

- 16.1 All full-time employees shall accrue vacation hours on the 1st and 2nd pay period each month. Employees hired or terminated during a month would receive a vacation accrual if they worked a shift during the applicable pay period. Hours accrued will be based on the following schedule:

Start date through completion of 1 st year:	6.67 hours/month (80 hours/year)
Start of 2 nd year through completion of 3 rd year:	8 hours/month (96 hours/year)
Start of 4 th year through completion of 10 th year:	12 hours/month (144 hours/year)
Start of 11 th year through completion of 15 th year:	14 hours/month (168 hours/year)
Start of 16 th year and above:	16 hours/month (192 hours/year)

- 16.2 All full-time employees may accumulate vacation accrual based on years of service to the maximum prescribed in the following schedule:

Start date through completion of 10 th year of service:	240 hours
Start of 11 th year of service and above:	280 hours

- 16.3 Payment in lieu of vacation accrual beyond the amounts listed will not be considered.
- 16.4 Vacation requests are to be submitted on or before March 1st of the year the vacation is to be taken.
- 16.5 Vacation schedule approval will be granted in order of seniority. After March 1st, additional vacation requests will be granted on a first come, first served basis.

ARTICLE 17 - CLOTHING ALLOWANCE

- 17.1 The annual clothing allowance for current patrol officers shall be one thousand seventy-five dollars (\$1,075). The clothing allowance will be subject to tax; receipts will not be required.
- 17.2 The EMPLOYER agrees to provide each new employee with a complete uniform. If an employee does not complete the required probationary period, all uniforms will be returned to the EMPLOYER before the employee receives their final payroll check.
- 17.3 Clothing allowance for new employees will be prorated from their first day of employment to the end of the calendar year.

ARTICLE 18 - LONGEVITY

Longevity will be paid according to the following:

Start date through completion of 4 th year of service:	1% of current salary (Associate's Degree)
Start date through completion of 4 th year of service:	2% of current salary (Bachelor's Degree)
After completion of 4 years:	3% of current salary
After completion of 8 years:	5% of current salary
After completion of 12 years:	7% of current salary
After completion of 16 years:	9% of current salary

*Associate's degree + 2 years of Military Service will be equivalent to a bachelor's degree

ARTICLE 19 - EDUCATION INCENTIVE PAY

After completion of 4th year of service, those with a bachelor's degree, or an associate's degree and two years of military service, will receive a 2-year adjustment to their longevity date, crediting them with two (2) additional years of service for calculation of longevity only.

ARTICLE 20 - EDUCATION REIMBURSEMENT

- 20.1 If an employee chooses to be reimbursed for their education, the EMPLOYER will pay 100% of all costs of taking a class not to exceed \$1,250.00 a year for

classes approved by the EMPLOYER. The EMPLOYER will also pay fifty (50%) percent of costs above the initial \$1,250.00 for classes approved by employee's department head and the City Administrator and successfully completed.

- 20.2 Eligibility and reimbursement will be based on the conditions and criteria set out in the City of Rosemount's "Tuition Reimbursement Program".

ARTICLE 21 - HEALTH INSURANCE

- 21.1 The EMPLOYER shall make available one (1) plan that provides single coverage premiums paid one hundred percent (100%) by the EMPLOYER.
- 21.2 The EMPLOYER shall pay seventy-five percent (75%) of the family insurance premium.
- 21.3 Employees not choosing dependent coverage cannot be covered at EMPLOYER expense for any additional insurance than the individual group health insurance coverage.

ARTICLE 22 – VEBA/HSA CONTRIBUTION

The Employer shall contribute \$635 into the employee's VEBA account for those electing the single or family VEBA plan. Contributions will take place in January of the Plan year. For employees electing the High Deductible Hybrid plan, the EMPLOYER shall contribute \$800 for single coverage twice per year (January and July) or \$1,600 for family coverage twice per year (January and July) of the Plan year into the employee's HSA or VEBA account. Employees hired after January 31st will receive a prorated amount. This contribution shall cease at the time that the City no longer participates in the VEBA #830 Plan or HSA Plans.

ARTICLE 23 - DENTAL INSURANCE

The Employer shall pay one hundred percent (100%) of the cost of dental insurance coverage for the employee. Employees may elect dependent coverage at their own expense.

ARTICLE 24 - LIFE INSURANCE

24.1 The EMPLOYER shall pay one hundred percent (100%) of the cost of employee life insurance coverage in the amount of \$20,000 within a Plan selected by the EMPLOYER.

24.2 The EMPLOYER shall pay the first nine dollars (\$9.00) for an employee's participation in the PERA Group Term Life and AD&D Insurance Program.

ARTICLE 25 - HOLIDAYS

25.1 Holidays shall be as follows:

1. New Year's Day	8. Veterans' Day
2. Martin Luther King Day	9. Thanksgiving Day
3. Presidents' Day	10. Day After Thanksgiving Day
4. Memorial Day	11. Christmas Eve
5. Juneteenth	12. Christmas Day
6. Independence Day	13. Floating Holiday (11 Hours)
7. Labor Day	

25.2 Each employee shall be credited with a bank of holiday hours in the amount of 107 hours, including the floating holiday. Up to 96 hours of holiday leave time that is remaining in the employee's holiday leave bank after the first pay period of November will be cashed out at the employee's current base pay rate. Any hours greater than 96 hours remaining in the employee's holiday bank must be used by December 31st or are forfeited. The EMPLOYER reserves the sole right to grant holiday leave and floating holiday leave time.

With the exception of the Floating Holiday, employees that are mandated by the EMPLOYER to work on holidays shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate for all hours worked on the

above-referenced holidays. With the exception of the Floating Holiday, all holiday pay under this ARTICLE will be based on actual holidays and not the date observed by the City for certain holidays such as when Christmas Day falls on a Saturday or Sunday and is observed on a Friday or Monday.

Employees assigned by the EMPLOYER as an Investigator, Liaison, Community Resource Officer or Drug Task Force Officer may be required to take holiday pay on the date observed by the City of Rosemount unless pre-approved by supervisor to use on another date.

New employees will be provided with a prorated amount of holiday hours. Employees leaving employment of the City who have used more than the prorated amount of holiday hours shall be subject to repayment of those hours from their final paycheck.

ARTICLE 26 - OVERTIME

Employees shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate in excess of the regularly scheduled shift per the approved schedule. All earned overtime shall be applied towards any hours the employee owes to the EMPLOYER before the employee can be compensated for overtime or before an employee can accumulate compensatory time. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

ARTICLE 27 - TRAINING

27.1 It shall be the responsibility of the EMPLOYER to seek and schedule the employee for training to satisfy P.O.S.T. Board requirement. It shall be the employee's responsibility to alert the EMPLOYER of the employee's training needs well in advance of re-certification or re-licensing. Employees will receive straight-time pay for all training.

27.2 In the event that the actual training time was less than the scheduled time, the officer shall have the option of working for the remaining scheduled time or be paid only for the time spent on training.

ARTICLE 28 - INJURY ON DUTY

28.1 Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER shall receive eighty percent (80%) of their full wages during the period of incapacity not to exceed a period equal to eight (8) months.

28.2 The City will be advised of Workers' Compensation payments and thereafter pay to the employee an amount that shall bring the employee's compensation up to eighty percent (80%) of the employee's full salary.

ARTICLE 29 - SEVERANCE PAY

Regular full-time employees leaving the service of the EMPLOYER in good standing for any reason other than retirement and with two (2) weeks' advance notice will receive payment at the employee's rate at time of leaving employment, as prescribed below:

Vacation: Employee to receive accrued amount.

Sick Leave:

Start date through completion of 5 th year:	15% of accumulated sick leave
Start of 6 th year through completion of 10 th year:	30% of accumulated sick leave
Start of 11 th year through completion of 15 th year:	45% of accumulated sick leave
Start of 16 th year and above:	60% of accumulated sick leave

ARTICLE 30 - RETIREMENT PAY

Regular full-time employees who leave the City's employment to accept a retirement annuity will receive payment at the employee's rate at time of retirement as prescribed below:

Vacation: Employee to receive accrued amount.

Plus:

Start date through completion of 5 th year:	15% accumulated sick leave + 2 weeks' pay
Start of 6 th year through completion of 10 th year:	30% accumulated sick leave + 2 weeks' pay
Start of 11 th year through completion of 15 th year:	45% accumulated sick leave + 4 weeks' pay
Start of 16 th year and above:	60% accumulated sick leave + 4 weeks' pay

ARTICLE 31 – HEALTH CARE SAVINGS PLAN

Law Enforcement Labor Services, Inc., Local No. 2 employees are eligible to participate in the Minnesota Post-Employment Health Care Savings Plan established under Minnesota Chapter 352.98 (2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the EMPLOYER on behalf of the employee will be deposited into the employee's post health care savings plan account as defined below.

Upon retirement, all employees eligible for the retirement pay in Article 29 of the Labor Agreement will have funds deposited in their Post-Retirement Health Care Savings Plan as outlined in the table below. In addition, eligible employees will contribute on a bi-weekly basis as defined in the following table:

Years of Service Time with the City of Rosemount	0 to 8 years	Beginning 9th Year to 16 Years	Beginning of 17th Year Plus
Retirement Contribution	0	100% of eligible sick leave, vacation, comp, and retirement pay.	100% of eligible sick leave, vacation, comp, and retirement pay.
Bi-Weekly Contribution	1%	2%	3% of income each pay period

ARTICLE 32 - WAIVER

32.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

32.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 33 - COMPENSATORY TIME ACCUMULATION AND USE

- 33.1 Compensatory time may be accumulated for overtime worked at the rate of one and one-half (1 1/2) times at the discretion of the EMPLOYER.
- 33.2 Compensatory time off, if granted by the EMPLOYER, may be allowed to accumulate to a maximum of one hundred twenty (120) hours.
- 33.3 Compensatory time off shall be a feature of this AGREEMENT only as long as compensatory time off does not jeopardize the City's position with regard to the Fair Labor Standards Act and according to Federal and State Law.

ARTICLE 34 - POST LICENSING FEES

The EMPLOYER shall pay the POST licensing renewal fee for each employee.

ARTICLE 35 - CONTRACT EMPLOYMENT

The EMPLOYER shall maintain authority in negotiating contracts with outside agencies or organizations for the utilization of patrol officers, but the EMPLOYER shall meet and confer

with the union representative in matters of contracting for use of union members in outside work.

ARTICLE 36 – SIGMA CARDIO EXAM REIMBURSEMENT

Upon completion of Sigma Cardio Exam, the City agrees to reimburse eligible employees for employee out-of-pocket expense of the exam every three (3) years. Expenses for which the employee could be compensated through other programs, such as health insurance, donated funds, foundations or wellness programs, will not be eligible. Proof of exam and payment must be submitted for reimbursement within forty-five (45) days of exam date.

ARTICLE 37 – CANINE HANDLER

- 37.1 A Police Officer assigned to Canine Handler duties by the Police Chief shall be assigned for the useful life of a service dog unless otherwise assigned by the Employer. The useful life of a service dog shall be determined at the discretion of the Employer.
- 37.2 The Employer will provide a kennel and doghouse at the residence of the Canine Handler and will provide all necessary food, veterinary and grooming service, training equipment, and any other items necessary for the Canine program.
- 37.3 A Canine Handler shall receive (60) minute of paid time off per shift for the daily care, training, and feeding of the service dog, The provision of the 60-minute paid time off shall also apply to scheduled shifts covered using annual leave benefits. The paid time off shall be included as part of the Canine Handler's regular scheduled shift (e.g. an 11-hour shift would include 60 minutes of paid time off under this section and 10 hours of scheduled time). Any additional time required for the daily care, training, and feeding of the service dog must be approved in advance.

37.4 A Canine Handler shall receive three-fourths (3/4) hour of pay at time and one-half (1 ½) rate of pay for each day not scheduled to work as compensation for time spent caring, training and feeding the service dog. The Canine Handler shall not receive this pay for any days when the service dog is not under the Canine Handler's custody, care, and control.

ARTICLE 38 – MN PAID LEAVE

The union and City agree to equally share the cost of premiums required under Minnesota's Paid Family and Medical Leave Law. The total premium shall be split 50% by the City and 50% by the employee. The employee's share shall be collected through payroll deductions.

ARTICLE 39 - DURATION

Except as herein provided, this AGREEMENT shall be effective January 1, 2026 and shall continue in full force and effect until December 31, 2027 and thereafter until modified or amended by mutual agreement of the parties.

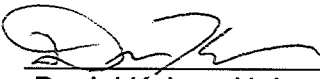
FOR THE CITY OF ROSEMOUNT

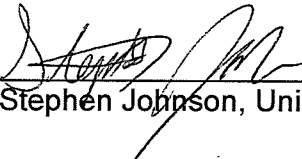
Jeffery Weisensel, Mayor Date

Logan Martin, Administrator Date

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

Brian Bone 11/26/2025
Brian Bone, Business Agent Date

 11/26/2025
Daniel Kaiser, Union Steward Date

 11/26/25
Stephen Johnson, Union Steward Date

APPENDIX A

Patrol Officers

<u>2026</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>Grade 14A</u>	<u>\$85,822.88</u>	<u>\$91,212.16</u>	<u>\$97,071.52</u>	<u>\$104,470.08</u>	<u>\$108,950.40</u>

<u>2027</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>Grade 14A</u>	<u>\$88,397.92</u>	<u>\$93,949.44</u>	<u>\$99,983.52</u>	<u>\$108,126.72</u>	<u>\$112,763.04</u>

On or about July 1, 2026, the parties shall review the top pay rate for Police Officers (top wage with longevity) in comparison to the agreed-upon market of comparable jurisdictions.

If, as of July 1, 2026, the top wage for Rosemount Police Officers is found to be below the 70th percentile of the comparable market, the following shall apply:

1. If Below the 70th Percentile:
The parties will negotiate a wage adjustment that will bring the top wage to at least the 70th, but no more than the 78th, percentile range.
2. If At, or Above, the 70th Percentile:
No adjustment shall be made.
3. If a wage adjustment is negotiated, the effective date shall be January 1, 2027.

The purpose of this reopener is limited exclusively to ensuring that 2027 Police Officer wages remain within the established 70th-78th percentile of comparable jurisdictions, with an emphasis on the 75th percentile. All other provisions of the collective bargaining agreement shall remain unchanged.

INVESTIGATOR/LIAISON/COMMUNITY RESOURCE OFFICER/DRUG TASK FORCE OFFICER

Employees assigned by the EMPLOYER to the positions of Investigator, Liaison, Community

Resource Officer, and Drug Task Force Officer shall be paid an additional amount as listed

below:

2026 - 2027

Investigator	4.75% per month
Liaison	4.75% per month
Community Resource Officer	4.75% per month
Drug Task Force Officer	4.75% per month

When an officer is assigned to a drug task force as their regular shift for a consecutive two-week period or longer, it is considered to be an investigative position and they will be paid an

investigator rate (prorated if less than a month full-time). If an officer is performing extra duty on a task force outside of normal patrol work hours, the officer will be paid patrol overtime.

FIELD TRAINING OFFICER PAY

Employees while assigned by the EMPLOYER to the position of Field Training Officer shall be paid for an additional two (2) hours at their current hourly rate per shift. Earned FTO hours may be placed in the employee's compensatory bank or be paid at the current hourly rate.

City Council Regular Meeting: December 16, 2025

AGENDA ITEM: 2026 Community Waste Abatement Grant Agreement	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Dan Schultz, Parks & Recreation Director	AGENDA NO. 6.h.
ATTACHMENTS: Agreement	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve the 2026 Community Waste Abatement Grant Agreement between Dakota County and the City of Rosemount	

BACKGROUND

Each year the City receives funding from Dakota County to assist with the promotion, activities and administration of the Community Waste Abatement Grant Program. Currently, the administration of this program rests with Violet Penman, who administers the program to the cities of Hastings, Farmington, and Rosemount. Program funding is used to support a broad scope of waste and recycling activities including City Cleanup Day, the pumpkin collection, swaps, holiday light collections, reusable service ware, etc.

The total expected grant dollars for reimbursement are \$121,778 in 2026, which accounts for funding allocated to the cities of Hastings (\$33,538), Farmington (\$32,624), and Rosemount (\$55,616). The City of Rosemount shall act as the fiscal agent for the cities and is authorized to pay program expenses and receive reimbursements through a Joint Powers agreement with the cities of Farmington and Hastings.

RECOMMENDATION

Staff recommends that the City Council approve the 2026 Community Waste Abatement Grant Agreement between Dakota County and the City of Rosemount.

COMMUNITY WASTE ABATEMENT 2026 GRANT AGREEMENT

This Community Waste Abatement Grant Agreement (Agreement) is made and entered into by and between the County of Dakota, acting through its Environmental Resources Department (County) and The City of Rosemount (Grantee) acting on behalf of itself and the cities of Farmington and Hastings.

WHEREAS, Metropolitan counties are responsible for waste management policy and programs (Minn. Stat. §115A.551); and

WHEREAS, Dakota County Solid Waste Ordinance 110 requires each municipality in the County to have a solid waste abatement program that is consistent with the Dakota County Solid Waste Management Plan (Management Plan), formally known as the solid waste master plan; and

WHEREAS, the Management Plan governs all solid waste management in the County (Minn. Stat. § 115A.46); and

WHEREAS, municipalities may not develop or implement a solid waste management activity that is inconsistent with the Management Plan (Minn. Stat. § 115A.46); and

WHEREAS, the Management Plan supports performance-based funding for municipalities to develop and implement waste abatement programs, education, and outreach; and

WHEREAS, by Resolution No. 19-577 (June 18, 2019), the Dakota County Board of Commissioners approved the Community Waste Abatement Grant Program (Grant Program); and

WHEREAS, funding amounts for the Grant Program are established by the County Board each year as part of the Environmental Resources Department (Department) budget; and

WHEREAS, the cities of Rosemount, Farmington and Hastings have entered into a Joint Powers Agreement under which Burnsville has agreed to perform certain Grant Program activities on behalf of all of the cities; and

WHEREAS, the Grantee agrees to perform all activities described in this Agreement and Dakota County Waste Abatement Community Grant Program Exhibit 1 (Guidelines) and Exhibit 2 (Application) to the satisfaction of the County.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the County and the Grantee agree as follows:

AGREEMENT

- 1. PURPOSE.** The purpose of this Agreement is to provide grant funding to eligible municipalities to implement solid waste abatement activities as described in this Agreement and Exhibits 1 and 2.
- 2. ELIGIBILITY.** The cities of Rosemount, Farmington and Hastings are all eligible municipalities for the purposes of the Grant Program.
- 3. PARTIES.** The parties to this Agreement are the County and Grantee, collectively referred to as the “parties”.
- 4. TERM.** Notwithstanding the dates of signatures of the parties to this Agreement, this Agreement shall commence on January 1, 2026, through December 31, 2026, (grant calendar year) for the purposes of completing activities identified in Exhibit 2 and shall continue until April 1, 2027, for the purpose of reimbursement, unless earlier terminated by law or according to the provisions of this Agreement.
- 5. GRANTEE OBLIGATIONS.** The Grantee shall:
 - A. Develop, implement, and operate a local comprehensive landfill abatement program that complies with the Management Plan, Dakota County Solid Waste Ordinance 110, this Agreement, and Exhibits 1 and 2.
 - B. Fulfill all responsibilities for Base and, if applicable, for Supplemental Funding as outlined in Exhibit 1.
 - C. Report time, expense, and performance pursuant to responsibilities set forth in this Agreement using County report forms (Exhibit 2) and additional agreed-upon reporting tools provided by the County Liaison.
- 6. ELIGIBLE AND INELIGIBLE EXPENSES.** Grantee may use allocated funds only on eligible items as identified in

Exhibit 1 and completed within the grant calendar year of this Agreement. Other waste abatement expenses may be eligible with prior written approval from the County Liaison.

7. **FUNDING AMOUNT.** Grantees receive performance-based funding in part from a pass-through grant from the State. Funding amounts are contingent upon available State and County funds and reflect the funding levels approved by the County Board as part of the annual budget. Base Funding is allocated for required grant activities, including administration, residential communications, municipal facilities/parks verification and employee education, and special collections. . Optional Supplemental Funding is allocated for multiunit recycling, additional special collections, reduce/reuse activities, in-person education, event recycling, organics planning, and to meet funding gaps in eligible grant categories. The allocated funding for the Grantee shall be in the total amount not to exceed \$121,778.00, as set forth in Exhibit 2.
8. **FISCAL AGENT.** Pursuant to the cities' Joint Powers Agreement, Rosemount acknowledges that it shall act as Fiscal Agent for the cities for purposes of receiving the Funding Amount, performing the landfill abatement program activities identified in Exhibit 2 and otherwise complying with the terms of this Agreement. The cities of Farmington and Hastings will sign this Agreement for purposes of accepting Rosemount's designation of Fiscal Agent to act on the cities' behalf for purposes of the Grant Program, but shall not be considered parties to this Agreement.
9. **FUNDING MATCH.** Grantee and the cities of Farmington and Hastings shall provide a 25% match of the total reimbursed grant funding amount through a cash match, in-kind contribution, or combination thereof, to pay for any new or ongoing activities that are instituted by the grant (i.e., any eligible expenses, whether new or ongoing).
10. **FUNDING SOURCE ACKNOWLEDGEMENT.** Grantee and the cities of Farmington and Hastings shall provide funding source credit on all print materials relating to the activities funded under this Agreement, written as: Partially funded by Dakota County and the Minnesota Pollution Control Agency.
11. **RECORDS.** The Grantee shall maintain financial and other records and accounts in accordance with requirements of the County and the State of Minnesota. The Grantee shall manage funds in a dedicated bank account, maintain strict accountability of all funds and maintain records of all receipts and disbursements. Such records and accounts shall be maintained in a form which will permit the tracing of funds and program income to final expenditure. All records and accounts shall be retained as provided by law, but in no event for a period of less than five years from the last receipt of payment from the County pursuant to this Agreement.
12. **PERFORMANCE REPORTING AND REIMBURSEMENT.** Grantees shall report performance of responsibilities set forth in this Agreement and Exhibits 1 and 2 on a report form provided by the County. Grantees may request reimbursement for eligible expenses, less revenues or other funds received, incurred in connection with the performance of activities in accordance with this Agreement and Exhibits 1 and 2 on a reimbursement form provided by the County.

Reimbursement requests must be submitted to the County Liaison by July 15 of the grant calendar year and by January 15 following the grant calendar year. The Grantee must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with this Agreement, that the Grantee has submitted complete documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed.

Reimbursement requests must be supported by documentation such as vendor invoices, receipts, or detailed financial reports produced using municipal accounting software, itemizing all expenses related to the grant, including salary and benefits. Any reimbursement request for multiple municipalities must separately itemize the request for reimbursement for each individual municipality.

Reimbursement request payment will not be made for activities with incomplete documentation. Complete reimbursement requests are reviewed by the County Liaison. Payment for approved reimbursement requests will be made to the Grantee within 30 calendar days of approved reimbursement request submissions. Reimbursements will be made for approved expenditures incurred within the grant calendar year. No reimbursements will be made for reimbursement requests received after February 15 following the grant calendar year.

13. **FAILURE TO PERFORM.** Upon review of each Grantee report, the County Liaison will notify the Grantee in writing of any unsatisfactory performance. Reimbursements will be authorized only for activities performed to the satisfaction of the County within the terms of this Agreement.

- 14. AMENDMENTS.** The Dakota County Environmental Resources Director (Director) shall have the authority to approve in writing modifications to the Funding Amount as requested by the Grantee, as long as the amount payable does not exceed the total Funding Amount identified in Section 7 and so long as the proposed modifications are consistent with the Agreement and Exhibits 1 and 2. The County Liaison shall have the authority to approve in writing modifications to the Application activities and related expenses identified in Exhibit 2 up to the Funding Amount, as requested by the Grantee, so long as the proposed modifications are consistent with the Program Guidelines (Exhibit 1) and this Agreement.
- 15. PROPERTY.** Upon termination of this Agreement or unless otherwise specified, any eligible infrastructure purchased by the Grantee or by the County and provided to the Grantee to fulfill Grant obligations shall be the sole property of the Grantee.
- 16. INDEMNIFICATION.** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County and Grantee. The provisions of this section shall survive the expiration or termination of this Agreement.
- 17. AUTHORIZED REPRESENTATIVES:** The following named persons are designated as the Authorized Representatives of the Parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only the authority specifically granted by their respective governing boards. The parties shall provide written notification to each other of any change to the Authorized Representative. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

TO THE COUNTY

Nikki Stewart, Director, or successor
Environmental Resources Department
14955 Galaxie Avenue
Apple Valley, MN 55124

TO THE GRANTEE

Dan Schultz, or successor, Parks & Rec Director
City of Rosemount
2875 145th Street West
Rosemount, MN 55068

- 18. LIAISONS.** To assist the parties in the day-to-day performance of this Agreement, to ensure compliance, and provide ongoing consultation, a liaison shall be designated by the County and the Grantee. The County and the Grantee shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

COUNTY LIAISON

Gena Gerard
Senior Environmental Specialist
952-891-7021
gena.gerard@co.dakota.mn.us

GRANTEE LIAISON

Violet Penman
Solid Waste & Recycling Coordinator
612-268-9097
violet.penman@rosemountmn.gov

- 19. TERMINATION, GENERAL.** Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving thirty (30) days written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other party. In addition, notification to the County or the Grantee regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.
- 20. TERMINATION BY COUNTY FOR LACK OF FUNDING.** Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the County to the Grantee by email or facsimile is sufficient notice under this section. The County is not obligated to pay for any activities that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

- 21. USE OF CONTRACTORS.** The Grantee may engage contractors to perform activities funded pursuant to this Agreement. However, the Grantee retains primary responsibility to the County for performance of the activities and the use of such contractors does not relieve the Grantee from any of its obligations under this Agreement. If the Grantee engages any contractors to perform any part of the activities, the Grantee agrees that the contract for such services shall include the following provisions:
- A. The contractor must maintain all records and provide all reporting as required by this Agreement.
 - B. The contractor must defend, indemnify, and hold harmless and save the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.
 - C. The contractor must provide and maintain insurance through the term of this Agreement in amounts and types of coverage as set forth in the Insurance Terms, which is attached and incorporated as Exhibit 3, and provide to the County, prior to commencement of the contracted work, a certificate of insurance evidencing such insurance coverage.
 - D. The contractor must be an independent contractor for the purposes of completing the contracted work.
 - E. The contractor must acknowledge that the contract between the Grantee and the contractor does not create any contractual relationship between County and the contractor.
 - F. The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.
 - G. The contractor must use County toolkits (i.e., text, content, images) and follow the County's Waste Abatement Education and Outreach Style Guide to provide standardized messaging.
- 22. EMPLOYEES OF PARTIES.** Any and all persons engaged in administering the Grant Program for the County shall not be considered employees of the Grantee, 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 said employees while so engaged shall not be the obligation or responsibility of the Grantee.
- Any and all persons engaged in the work to be performed by the Grantee arising from this Agreement 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 Grantee's employees while so engaged on any of the work arising from this Agreement shall not be the obligation or responsibility of the County.
- Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of partners or joint ventures between the County and the Grantee, nor shall the County be considered or deemed an agent or representative of the Grantee, and the Grantee shall not be deemed an agent or representative of the County.
- 23. COMPLIANCE WITH LAWS/STANDARDS.** The County and Grantee agree to abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which either party is responsible, including but not limited to Minn. Stat. § 115A, which requires cities to collect recyclable materials at all facilities under their control, wherever trash is collected, and to transfer the recyclable materials to a recycler.
- 24. EXCUSED DEFAULT – FORCE MAJEURE.** Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

25. CONTRACT RIGHTS CUMULATIVE NOT EXCLUSIVE.

- A. **In General.** All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. The rights and remedies provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- B. **Waiver.** Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The County's failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.

26. RECORDS RETENTION AND AUDITS. Each party's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the other party, the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. If any funds provided under this Agreement use federal funds these records are also subject to review by the Comptroller General of the United States and his or her approved representative. Following termination of this Agreement, the parties must keep these records for at least six years or longer if any audit-in-progress needs a longer retention time.

27. MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the County and Grantee.

28. ASSIGNMENT. Neither party may assign any of its rights under this Agreement without the prior written consent of the other party. Consent under this section may be subject to conditions.

29. GOVERNMENT DATA PRACTICES. For purposes of this Agreement, all data on individuals collected, created, received, maintained or disseminated shall be administered consistent with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

30. MINNESOTA LAW TO GOVERN. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota or U.S. District Court, District of Minnesota. The provisions of this section shall survive the expiration or termination of this Agreement.

31. MERGER. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

32. SEVERABILITY. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

33. ELECTRONIC SIGNATURES. Each party agrees that the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

Signature pages follow.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

FOR DAKOTA COUNTY
(I represent and warrant that I am authorized to execute this contract on behalf of Dakota County.)

By: _____
Nikki Stewart, Director
Environmental Resources Department

Date of signature: _____

Dakota County Contract #DCA23505

FOR THE GRANTEE
(I represent and warrant that I am authorized by law to execute this contract and legally bind the Grantee.)

By: _____
Signature line
Printed Name: _____
Title: _____
Date of signature: _____

Attest: _____
Title: _____
Date: _____

CITY OF FARMINGTON
(Accepting designation of Rosemount as Fiscal Agent
to act on behalf of the City of Farmington for purposes
of the Community Waste Abatement Grant Agreement
between Dakota County and the City of Rosemount.)

By: _____
Signature line

Printed Name: _____

Title: _____

Date of signature: _____

Attest: _____

Title: _____

Date: _____

CITY OF HASTINGS

***(Accepting designation of Rosemount as Fiscal Agent
to act on behalf of the City of Hastings for purposes of
the Community Waste Abatement Grant Agreement
between Dakota County and the City of Rosemount.)***

By: _____

Signature line

Printed Name: _____

Title: _____

Date of signature: _____

Attest: _____

Title: _____

Date: _____

Dakota County Community Waste Abatement Grant Program 2026 Guidelines

I. Grant Overview

- A. Municipalities in Dakota County have responsibilities to establish and maintain comprehensive local waste abatement programs to support implementation of the Dakota County 2024-2044 Solid Waste Management Plan (Management Plan). Dakota County provides educational, financial, and technical assistance to municipal governments to aid local waste abatement programs. The Dakota County Community Waste Abatement Grant Program (Program) assists municipalities with waste abatement expenses.

II. Grant Eligibility

- A. Dakota County municipalities are eligible for the Program, excluding Dakota County townships and the cities of Coates, Empire, Hampton, Miesville, New Trier, Randolph, and Vermillion.
- B. Municipalities, other than those listed above, with fewer than 1,000 households are eligible for limited funding in specific categories.
- C. To be eligible for Municipal Facilities funding, municipality must have at least one municipal facility to verify or at least one employee to educate, other than the municipality's primary contact for the Program (Municipality Primary Contact).
- D. To be eligible for Multiunit Recycling funding, municipality must have multiunit residential housing.

III. Grant Funding Allocation and Match

- A. Funding amounts are determined annually by the County Board of Commissioners.
- B. Base Funding: Base Funding is allocated for required grant activities, including administration, residential communications, municipal facilities/parks verification and employee education, and special collections.
- C. Supplemental Funding: Optional Supplemental Funding is allocated for multiunit recycling, additional special collections, reduce/reuse activities, in-person education, event recycling, organics planning, and gap funding.
- D. Matching Funds: Eligible municipalities must provide a 25% match of the total reimbursed grant funding amount (Base Funding plus Supplemental Funding) through a cash match, in-kind contribution, or combination thereof, to pay for any activities that are instituted by the grant (i.e., any eligible expenses, whether new or ongoing). Any expenses that are not listed in these guidelines as Eligible Expenses are ineligible for matching funds unless pre-approved by the County Liaison.

- E. Fund Eligibility Limits and Flexibility: a fund allocation maximum is set for each Base and Supplemental Funding grant category to align funding levels with Solid Waste Management Plan priorities, diversion potential, and other criteria, as defined in the Fund Allocation document. Fund allocations may be adjusted from one category to another, up to 50% from Organics Planning to any other category, and up to 10% for all other categories, while not exceeding the total fund allocation for a given year, with prior written approval from the County Liaison.

IV. Grant Application Instructions

- A. Conduct a planning process with communications, facilities, and event recycling staff and others who will be responsible for coordination and implementation, to collectively determine that activities included in the Application and Application Budget are feasible, realistic, and achievable.
- B. Complete the Application and the Application Budget, excluding areas for reporting.
- C. Include primary contact, secondary contact, and application reviewers for each municipality participating in the grant agreement.
- D. Use whole numbers for staff hours included in Application Budget.
- E. If multiple municipalities submit one Application, the Application Budget must itemize descriptions, costs, and funding requests for each municipality. Insert additional rows as needed.
- F. Submit Application and Application Budget by October 1, 2025 to County Liaison for review. Email to: gena.gerard@co.dakota.mn.us.
- G. Finalize Application with County Liaison and collect signature of authorized representative.
- H. Submit signed Application to County Liaison for approval. Email to: gena.gerard@co.dakota.mn.us.
- I. Obtain Grant Agreement from Dakota County.
- J. Execute Grant Agreement.

V. Funding Requests

Part 1: Base Funding Request (Required)

1. Grant Administration

Required Activities:

- A. Fulfill responsibilities necessary for effective grant administration and demonstrate performance of waste abatement programs.

- B. Ensure named Municipality Primary Contact is properly trained to fulfill grant responsibilities by attending the Dakota County Recycling Ambassador course.
- C. Participate in solid waste management training to support effective implementation of grant activities, including at minimum:
 - 1. Annual RAM/SWANA conference
 - 2. Association of Recycling Managers (ARM) meetings
 - 3. Annual ARM workshop
- D. Ensure Municipality Primary Contact attends the six Program meetings hosted by Dakota County.
- E. Refer businesses, schools, multiunit properties, and other organizations to county Program Managers to coordinate all requests for resources (e.g., education, containers, labels).
- F. Provide reasonable support to implement the Solid Waste Management Plan, including but not limited to:
 - 1. Share city license list of any vape/tobacco stores with County Liaison for purposes of county education on proper used vape/battery management.
 - 2. Update local codes as appropriate to be consistent with and no less restrictive than County Ordinance 110.
- G. Demonstrate Program compliance and waste abatement metrics in mid-year and final reports that include information for all Base and Supplemental funded projects, as described in Reporting and Reimbursement below.
- H. Submit reimbursement requests by county deadlines with substantiating documentation, as described in Reporting and Reimbursement below.

Optional Activities:

- I. Participate in the annual RAM compost bin sale.

Eligible Expenses:

- A. Salary, benefits, and mileage of municipal personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Solid waste training and professional memberships to support effective implementation of Base Funding or Supplemental Funding activities.
- C. Fees for production or usage of outreach media and materials (e.g., social media, videos, e-news, printing, graphic design, advertisements, billboards, television, radio) using waste abatement standardized messaging.
- D. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

2. Residential Communications

Required Activities:

- A. Mail county-developed articles on each of the following themes to all residential households, with a half page minimum per topic:
 - 1. Home recycling
 - 2. Household hazardous waste management (The Recycling Zone)
 - 3. Food scraps reduction or management
 - 4. Reduce/reuse opportunities
- B. Post at least one county-developed waste abatement social media message per month using county-provided messaging (e.g., county messaging toolkit, share county media posts).
- C. Request county approval of any proposed modifications to county-developed articles or social media posts at least two weeks before the municipal deadline for printing or publishing.
- D. Stock brochure racks at city-owned/operated facilities with county-provided waste abatement print materials (i.e., What Goes Where guides, Fix-It-Clinic flyers, etc.).
- E. Expand waste abatement outreach to engage diverse/underserved residents including use county translated waste abatement messaging/materials as appropriate.
- F. Maintain waste management information on the municipal website following county guidance in coordination with the County Liaison, keeping information and links current.
- G. Serve as a resource to residents on waste abatement-related inquiries (e.g., email, phone).
- H. Provide funding source credit on all print materials, written as: Partially funded by Dakota County and the Minnesota Pollution Control Agency.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Percentage of cost for design, production, and postage for municipality newsletter devoted to waste abatement articles on topics listed in Required Activities above using county standardized messaging articles and images.
- C. Fees for production or usage of outreach media and materials (e.g., social media, videos, e-news, printing, graphic design, advertisements, billboards, television, radio) using waste abatement standardized messaging.
- D. Consultant services or stipend for an individual, organization, or group to provide assistance.
- E. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

3. Municipal Facilities

Required Activities:

- A. Provide verification of best waste management practices and recycling compliance at least once annually, by visually inspecting and reporting status using the Municipal Facilities Recycling Tool.
- B. Provide county-required recycling educational messaging to each municipal employee, volunteer, tenant, and custodial/housekeeping staff who generates and sorts trash and recycling, within 30 days of hire and at least annually thereafter.
- C. Conduct in-person training on recycling requirements for municipalities with city personnel who are responsible for (a) recycling container placement and monitoring on city-owned/operated property, (b) emptying trash, recycling, and organics containers on city-owned/operated property, (c) handling event permits or facility rental applications, and (d) staffing events subject to city recycling requirements.

Optional Activities:

- D. Conduct tours of recycling, composting, or landfill facilities to educate municipal leaders and employees about the local recycling and waste management system.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Copying and printing waste abatement education materials for municipal employees and vendors, using county messaging standards.
- C. Fees for tours of recycling, composting, or landfill facilities.
- D. Interpretive services.
- E. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

4. Special Collections

Required Activities:

- A. Implement collections of all of the following materials that are challenging for residents to recycle or compost, using the method specified, with an independent collection for each city having 1,000 households or more and a co-collection for each city having fewer than 1,000 households (i.e., in collaboration with an adjacent city):
 - 1. Holiday lights: free collection for recycling during and after winter holidays

2. Mattresses and box springs: drop off discount for recycling and reuse, curbside pickup discount for recycling and reuse, or one-day collection, with reuse required for materials in good condition
 3. Paper: free collection for shredding and recycling confidential documents
 4. Pumpkins: free collection for composting after Halloween
 5. Scrap metal: free or partly-subsidized collection for recycling if city hosts a cleanup day
- B. Implement a free collection of yard signs for recycling after fall elections, as a single-city or multi-city event (i.e., in collaboration with one or more adjacent cities).
 - C. Promote all city-led special collections through social media, videos, e-news, print media, or other outreach/media channels, specifying how materials will be managed (i.e., recycling, reuse, or both).
 - D. Request and report weights, cubic yards, or number of units for each material collected, as specified on the county reporting tool.
 - E. Coordinate timing of special collections with County Liaison to prevent duplication of effort, timing overlap, conflicting messages, pricing conflicts, and confusion for residents.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities (i.e., for collection of materials listed above).
- B. Vendor services, less resident fees, to collect materials listed above with confirmed delivery to a reuse location or to a licensed recycling/organics facility, or to another facility approved by the County Liaison.
- C. Fees for production or usage of outreach media and materials (e.g., social media, videos, e-news, printing, graphic design, advertisements, billboards, television, radio) using waste abatement standardized messaging.
- D. Consultant services or stipend for an individual, organization, or group to provide assistance.
- E. Equipment (e.g., grabbers) and personal protective equipment for volunteers working on collections for materials listed above.
- F. Other expenses to administer grant-funded activities with prior written approval from the County Liaison.

Part 2: Supplemental Funding Request (Optional)

5. Multiunit Recycling

Required Activities:

- A. Provide technical assistance for participants in the Dakota County Multiunit Recycling Program by:
 - 1. Conducting broad-based outreach through multiple communication channels
 - 2. Reaching out to an agreed-upon number of potential new participants and past participants in coordination with the County Liaison
 - 3. Responding to requests for assistance
 - 4. Completing needs assessments, applications, and data-collection mechanisms
 - 5. Implementing infrastructure and education plans
 - 6. Advancing site-specific solutions for increased waste diversion, waste reduction, and reuse
- B. Maintain an annually updated list of addresses and contacts for multiunit properties that are eligible for the Program, and share with Dakota County.
- C. Provide an annual mailing about Program resources to multiunit property managers and/or owners in coordination with County Liaison.

Optional Activities:

- D. Coordinate with the County Liaison to revise multiunit recycling mechanisms (e.g., business license renewals, rental license renewals, rental inspections, fire inspections, and property manager meetings) and municipal planning and construction procedures to support recycling in new or remodeled buildings (e.g., recycling chutes, adequate space), consistent with city recycling codes and county ordinances.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Consultant services or stipend for an individual, organization, or group to provide assistance.
- C. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

6. Reduce/Reuse Activities

Required Activities:

- A. Host a free drop box for donations of reusable athletic equipment if there are no permanent physical locations to reuse (e.g. donate, buy, sell, exchange) within the city.
- B. Promote existing reuse opportunities for athletic equipment, furniture, and building materials (e.g., curbside pickup, drop-off, online exchange, other), through two or more of the following: social media, videos, e-news, print media, or other outreach/media channels.
- C. Promote city-led reuse opportunities for optional materials in (H) through at least one outreach/media channel.

- D. Obtain and report weights for each material collected, donated, or exchanged, as specified on the county reporting tool.
- E. Ensure that usable leftover items are donated or reused after each city-led reuse opportunity, to the extent possible.
- F. Track and report number of people participating in all staffed reuse activities by monitoring participation using a sign-in sheet or clicker.
- G. Provide updates to the online Dakota County Reduce & Reuse Map.

Optional Activities:

- H. Implement free or low-cost reuse opportunities (e.g., swap event, collection for donation, curbside pickup discount, drop box) for materials that are challenging for residents to reuse, along with an interactive educational activity for in-person events (i.e., as described in 7A), using the best method of reuse based on data available. Preference must be given to materials and methods that meet all of the following criteria, with priority given to building materials and furniture, and a limit of one activity per city for materials that do not meet these criteria:
 - 1. Significant diversion – at least 0.5 ton per event or activity
 - 2. Fills a gap – no permanent physical location to reuse (e.g., donate, buy, sell, exchange) within the city
 - 3. Convenient and accessible – including consideration for transportation and physical barriers
 - 4. Confirmed reuse outlet and end use
 - 5. Does not duplicate, interfere, or compete with private sector services
- I. Attend Reuse Minnesota meetings.
- J. Attend Responsible Public Purchasing Council meetings.
- K. Switch to reusable dishware (e.g., washable dishes and silverware) at permanent city-owned facilities.
- L. Provide and collect reusable dishware (e.g., washable baskets, cups) at community events on city property with at least 300 attendees to reduce single-use products use.
- M. Provide assistance at Dakota County Fix-It Clinics held in the city, if applicable.
- N. Host residential reduce, reuse, or repair education classes using county messaging, ensuring all hired educators are approved in advance by the County Liaison, and reporting on outcomes by monitoring presentation attendance (e.g., sign-in sheet or head count), online webinar attendance (e.g., number of people who log on), table interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).
- O. Facilitate changes to municipality policies to increase reuse opportunities in the community (e.g., clothing drop box prohibitions, rental companies, and secondhand stores) or internal operations (e.g., office supplies, equipment).
- P. Other as approved by County Liaison (e.g., repair event or coupon).

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities described in Required and Optional Activities above).
- B. Vendor services, less resident fees, to collect materials listed above at a residential drop-off day, event, or permanent collection option (drop-off site, curbside collection) with confirmed delivery to a reuse, recycling, or organics facility.
- C. Fees for production or usage of outreach media and materials (e.g., social media, videos, e-news, printing, graphic design, advertisements, billboards, television, radio) using waste abatement standardized messaging.
- D. Reuse training and professional memberships to support effective implementation of reduction/reuse activities.
- E. Fees for county-approved professional educators and performers who help implement required education activities on topics listed above and comply with county messaging standards.
- F. Consultant services or stipend for an individual, organization, or group to provide assistance.
- G. Washable dishware to replace single-use products, as described in Optional Activities above.
- H. Dishwasher up to \$2,000 at city-owned facilities, including dishwashing carts and racks; must be Energy Star qualified.
- I. County-approved promotional items or professional services up to \$500 in value that create minimal waste and engage residents in reduce/reuse activities described above.
- J. Other expenses to administer grant-funded activities with prior written approval from the County Liaison.

7. In-Person Education

Required Activities:

- A. Provide resident waste abatement education at events or gatherings, in person or online, to educate at least 1% of the municipality's population through interactive activities between city staff and residents (e.g., ed kits, games, conversations, teaching, presentations), on all four of the following topics, with a focus on one or two topics per event; does not include display views or brochure distribution:
 - 1. Home recycling
 - 2. Residential food scraps drop site(s)
 - 3. The Recycling Zone services
 - 4. Local reduce/reuse opportunities (e.g., repair)

- B. Promote city-led education opportunities in (A) through at least one outreach/media channel.
- C. Ensure all staff and volunteers who implement In-Person Education activities are properly trained to fulfill responsibilities by attending the Dakota County Recycling Ambassador course and using current county messaging.
- D. Ensure all professional educators who implement In-Person Education activities are approved in advance by County Liaison.
- E. Use county education materials, display materials, and presentation slides.
- F. Coordinate with County Liaison for any education requests in schools, businesses, and multiunit residences.
- G. Expand waste abatement outreach to engage diverse/underserved residents including using county translated waste abatement messaging/materials as appropriate.
- H. Track and report number of people educated in person by monitoring presentation participation (e.g., sign-in sheet or head count), online webinar participation (e.g., number of people who log on), verbal tabling activity interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).

Optional Activities:

- I. Conduct tours of recycling, composting, or landfill facilities to educate residents about the local recycling and waste management system.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities (i.e., only activities described in Required and Optional Activities above; does not include brochure distribution, or any activities lacking an educational in-person or online face-to-face interaction and direct learning experience).
- B. Tablecloths, table runners, banners, signage, sign boards, stands, brochure holders, and other materials needed for engagement and education.
- C. Event, booth, and room rental fees.
- D. Fees for county-approved professional educators and performers who help implement required education activities on topics listed above and comply with county messaging standards.
- E. Fees for tours of recycling, composting, or landfill facilities.
- F. County-approved promotional items or professional services up to \$500 in value that create minimal waste and engage residents in education activities described above.
- G. Consultant services or stipend for an individual, organization, or group to provide assistance.

- H. Interpretive services.
- I. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

8. Event Recycling

Required Activities:

- A. Offer resources for recycling, back-of house organics (food scraps) collection, or both, at events, tournaments, and festivals held on city-owned property:
 - 1. Contact and assist city event coordinators to plan and implement recycling collection.
 - 2. Provide an appropriate number of co-located recycling and trash containers in strategic locations to prevent overflow, along with proper bags and signage.
 - 3. Provide required county waste abatement messaging to educate vendors, volunteers, and custodial staff about event recycling requirements.
- B. Offer resources for recycling, back-of house organics (food scraps) collection, or both, at household parties (i.e., non-city events) upon request.
- C. Update two or more municipal forms (e.g., event permit, event vendor agreement, facility rental agreement) using county model messaging to include recycling requirements for events, tournaments, and festivals, consistent with city codes and county ordinance.

Optional Activities:

- D. Add waste abatement infrastructure (i.e., recycling and organics containers, lids, labels, and signage) in municipality-controlled facilities (e.g., buildings, parks, and roadways) where containers are needed and have not yet been placed, (i.e., replacing containers is an ineligible expense) using the county-developed container purchasing checklist.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. X-frame containers, X-Frame bags for recyclables, grabbers, green five-gallon buckets, signage, promotion, and other materials necessary for successful project implementation at events.
- C. Recycling hauling services of collected materials from city events, tournaments, and festivals, with confirmed delivery to a facility licensed to manage the material.
- D. Consultant services or stipend for an individual, organization, or group to provide assistance.
- E. Recycling and organics containers or multi-stream containers, lids, lanyards, and labels/signage necessary to fulfill Optional Activities described above, consistent with the county-developed

container purchasing checklist. Trash receptacles are only eligible as part of a multi-stream container (i.e., the Program does not fund stand-alone trash containers).

- F. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

9. Organics Planning

Optional Activities:

- A. Support research and planning for residential curbside organics collection.
- B. Support research and planning for new organics drop sites.

Eligible Expenses:

- A. Salary, benefits, and mileage of municipal personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Consultant services or stipend for an individual, organization, or group to provide assistance.
- C. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

10. Gap Funding

Required Activities:

- A. Complete, or make progress toward completing, one or more waste abatement projects included in eligible grant categories above, for which additional funding is needed, with first priority given to filling funding gaps in Base Funding categories, second priority given to filling gaps in Supplemental Funding categories, and third priority given to conducting waste abatement activities that are not included in Base Funding or Supplemental Funding, with prior written County Liaison approval.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working directly on the planning, implementing, promoting, and reporting of eligible activities.
- B. Expenses for completion of projects that are eligible, as defined in Required Activities, Optional Activities, and Eligible Expenses sections.
- C. Other expenses to administer grant-funded activities with prior written approval from the County Liaison.

VI. Ineligible Expenses

The following expenses are ineligible for funding:

- A. Expenses that are not specified as an eligible expense above, unless written approval has been obtained from the County Liaison.
- B. Expenses related to non-waste abatement waste issues (e.g., energy, water, sustainability).
- C. Expenses related to land disposal of materials, and collection and management of banned materials, trash, hazardous and household hazardous waste and business waste, unless specifically identified above (e.g., residential compact fluorescent bulb collection, multi-stream containers).
- D. Expenses related to city code amendments and enforcement (e.g., code compliance administration, inspections).
- E. Municipality-generated waste management.
- F. Infrastructure purchases (e.g., containers, bags) as part of Organics Planning.
- G. Dishwasher replacement, electrical costs, and plumbing costs related to dishwasher installation.
- H. Design/print of education and communications print materials not described above, unless prior written approval has been obtained from the County Liaison.
- I. Translation services.
- J. Out-of-state meals, travel, and lodging.
- K. Office supplies and equipment including phone charges, website host fees, and consultant fees.
- L. Installation and labor costs related to equipment purchase, service costs or plans such as extended warranties, and replacement of existing equipment such as dishwashers, refrigerators/freezers, and water filling stations.
- M. Extended leave, defined as a formal leave of absence for a special circumstance (e.g., childbirth, caring for an ill family member, health condition, military leave) approved by the city, for voluntary or mandatory (e.g., performance) reasons.

VII. Reporting and Reimbursement

Required Activities:

- A. By July 15, 2026, municipality shall submit a mid-year report and reimbursement request form for the first six months of 2025, on forms provided by the County Liaison.
- B. By January 15, 2027, municipality shall submit a final report and reimbursement request form for the last six months of 2026, on forms provided by the County Liaison.

- C. Mid-year and final reports shall include time spent on each category, and for each city if applicable, for municipality personnel, both permanent and temporary, while working directly on the planning, implementing, promoting, and reporting of eligible activities during the reimbursement period.
- D. Report and reimbursement request forms must be signed by the Authorized Representative (i.e., contract signatory) for the grant agreement, or by other designee who is independent of municipality personnel who work directly on the planning, implementing, promoting, and reporting of eligible activities.
- E. Reimbursement requests must be for eligible expenses, less revenues or other monies received, incurred in connection with the performance of grant activities.
- F. Reimbursement requests must be supported by documentation that includes expense dates, vendors, items purchased, and amounts – such as vendor invoices, receipts, or detailed financial reports produced using municipal accounting software – itemizing all expenses related to the grant, including salary and benefits, with photos of purchased containers and placement, in-person education events with tables, and special collections for recycling, organics, or reuse. Any reimbursement request for multiple municipalities must separately itemize the request for reimbursement for each individual municipality.
- G. Salary and benefits cannot exceed the total amount budgeted for salary and benefits in the Application unless reasonable justification is provided and approved by County Liaison in advance.
- H. Activities outlined in the Application and contained in the Grant Agreement represent municipality's obligations, and it is the county's expectation that the Grant Agreement will be fully implemented. Municipality must contact County Liaison to make workable adjustments as needed during the contract period and proactively address any implementation challenges as they arise.
- I. Changes to Application activities and related expenses require prior approval from the County Liaison, as described in the Grant Agreement.

Dakota County Community Waste Abatement Grant Program 2026 Application

Municipality	Cities of Rosemount, Hastings, and Farmington
Application Deadline	October 1, 2025
Funding Period	January 1, 2026 - December 31, 2026
Report and Reimbursement Request Due Dates	July 15, 2026 for January - June 2026 January 15, 2027 for July - December 2026

Authorized Representative (Contract Signatory)			
Name:	Dan Schultz	City and Title:	Rosemount Parks & Rec Director
E-mail:	Dan.schultz@rosemountmn.gov	Phone:	651-322-6012
Mailing Address:	2875 145 th Street W, Rosemount, MN 55068		

Municipality Primary Contact			
Designated Liaison:	Violet Penman	City and Title:	Solid Waste & Recycling Coordinator (SW&R Coord.)
E-mail:	Violet.penman@rosemountmn.gov	Phone:	(612) 268-9097

Municipality Secondary Contact			
Rosemount	Designated Back-up:	Greg Lund	City and Title: Rosemount Parks Supervisor
	Email:	Greg.lund@rosemountmn.gov	Phone: 651-322-6005
Hastings	Designated Back-up:	Paige Marschall-Bigler	City and Title: Hastings Recreation Program Specialist
	E-mail:	pmarschall@hastingsmn.gov	Phone: 651-402-0808
Farmington	Designated Back-up:	John Powell	City and Title: Farmington Public Works Director
	E-mail:	jpowell@farmingtonmn.gov	Phone: 651-280-6841

Municipality Communications Contact			
Rosemount	Name:	Symone Hubbard	City and Title: Communications Specialist
	E-mail:	symone.hubbard@rosemountmn.gov	Phone: (651) 322-2062
Hastings	Name:	Dawn Skelly	City and Title: Communications Coordinator
	E-mail:	dskelly@hastingsmn.gov	Phone: (651) 480-2344
Farmington	Name:	Caryn Hojnicky	City and Title: Communications Specialist
	E-mail:	chojnicky@farmingtonmn.gov	Phone: (651) 280-6807

Application Reviewers			
Communications	Name:	Symone Hubbard	City and Title: Rosemount Communications Specialist
	Name:	Dawn Skelly	City and Title: Hastings Communications Coordinator
	Name:	Caryn Hojnicky	City and Title: Farmington Communications Specialist
Municipal Facilities	Name:	Jon Balvance	City and Title: Rosemount Recreation Facilities Manager
	Name:	Kyle Morris	City and Title: Rosemount Public Works Supervisor
	Name:	Joe Werden	City and Title: Rosemount Facilities Maintenance Specialist

	Name:	Cory Likes	City and Title:	Hastings Parks & Recreation Operations & Maintenance Supervisor
	Name:	Charlie Judge	City and Title:	Hastings Facilities Manager
	Name:	Jeremy Pire	City and Title:	Farmington Parks & Facilities Supervisor
Event Recycling	Name:	Leprechaun Days Committee	City and Title:	Rosemount
	Name:	Rivertown Days Committee	City and Title:	Hastings
	Name:	Dew Days Committee	City and Title:	Farmington
Other: Event Mechanism Updates	Name:	Lacelle Cordes	City and Title:	Rosemount Recreation Supervisor
	Name:	Paige Marschall-Bigler	City and Title:	Hastings Recreation Program Specialist

Budget Summary	Funding Eligibility	Funding Request
Part 1: Base Funding Request (Required)		
1. Grant Administration		
2. Residential Communications		
3. Municipal Facilities		
4. Special Collections	\$71,157.70	\$71,157.00
Part 2: Supplemental Funding Request (Optional)		
5. Multiunit Recycling		
6. Reduce/Reuse Activities		
7. In-Person Education		
8. Event Recycling		
9. Gap Funding	\$46,621.67	\$46,621.00
10. Organics Planning	\$4,042.95	4,000.00
Total Eligible and Total Requested	\$121,822.32	\$121,778.00
Total Match/In-Kind (25%)	\$33,710.00 (27% match)	
Combined Total (Request + Match)	\$155,286.00	

I. Grant Application Instructions

- A. Conduct a planning process with communications, facilities, and event recycling staff and others who will be responsible for coordination and implementation, to collectively determine that activities included in the Application and Application Budget are feasible, realistic, and achievable.
- B. Complete the Application and the Application Budget, excluding areas for reporting.
- C. Include primary contact, secondary contact, and application reviewers for each municipality participating in the grant agreement.
- D. Use whole numbers for staff hours included in Application Budget.
- E. If multiple municipalities submit one Application, the Application Budget must itemize descriptions, costs, and funding requests for each municipality. Insert additional rows as needed.
- F. Submit Application and Application Budget by October 1, 2025 to County Liaison for review. Email to: gena.gerard@co.dakota.mn.us.

- G. Finalize Application with County Liaison and collect signature of authorized representative.
- H. Submit signed Application to County Liaison for approval. Email to: gena.gerard@co.dakota.mn.us.
- I. Obtain Grant Agreement from Dakota County.
- J. Execute Grant Agreement.

II. Application Approval

Application for January 1, 2026 – December 31, 2026

Due: October 1, 2025

Authorized Signature (Contract Signatory page 1):

I, the undersigned, certify that this application and accompanying budget was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge.	
Authorized Representative (Contract Signatory)	Dan Schultz
Title	Parks & Recreation Director
City	Rosemount
Signature (electronic signature acceptable)	Dan Schultz
Date	11 6 25

Additional signatures for application approval:

Authorized Representative	
Title	
City	
Signature (electronic signature acceptable)	
Date	

Authorized Representative	
Title	
City	
Signature (electronic signature acceptable)	
Date	

Authorized Representative	
Title	
City	
Signature (electronic signature acceptable)	
Date	

III. Reports and Reimbursement Requests

- A. See instructions in Guidelines Section VII: Reporting and Reimbursement.

- B. Fill in actual expenses on the 2026 Community Waste Abatement Grant program Application Budget.
- C. Collect authorized signature below and submit with completed Application Budget.

Report for January 1, 2025 – June 30, 2026

Due: July 15, 2026

Authorized Signature (Contract Signatory page 1):

I, the undersigned, certify that this report and accompanying budget was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge.	
Authorized Representative (Contract Signatory)	
Title	
Signature (electronic signature acceptable)	
Date	
Total Reimbursement Request	

Report for July 1, 2026 – December 31, 2026

Due: January 15, 2027

Authorized Signature (Contract Signatory page 1):

I, the undersigned, certify that this report and accompanying budget was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge.	
Authorized Representative (Contract Signatory)	
Title	
Signature (electronic signature acceptable)	
Date	
Total Reimbursement Request	

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
Part 1: Base Funding Request (Required)												
1. Grant Administration	proposed											
A. Fulfill responsibilities necessary for effective grant administration and demonstrate performance of waste abatement programs.	Rosemount	Violet Penman, SW&R Coord.	121	\$ 6,050.00	\$ -	\$ 6,050.00					\$ -	\$ 6,050.00
	Hastings		122	\$ 6,100.00	\$ -	\$ 6,100.00						\$ 6,100.00
	Farmington		122	\$ 6,100.00	\$ -	\$ 6,100.00						\$ 6,100.00
B. Ensure named Municipality Primary Contact is properly trained to fulfill grant responsibilities by attending the Dakota County Recycling Ambassador course.	NA	NA	0	\$ -	\$ -	\$ -					\$ -	\$ -
C. Participate in solid waste management training to support effective implementation of grant activities, including at minimum:											\$ -	\$ -
1. Annual RAM/SWANA conference	Conference cost and staff time to attend	Violet Penman, SW&R Coord.	16	\$ 800.00	\$ 550.00	\$ 1,350.00					\$ -	\$ 1,350.00
2. Association of Recycling Managers (ARM) meetings	Membership cost and staff time to attend		12	\$ 600.00	\$ 35.00	\$ 635.00					\$ -	\$ 635.00
3. Annual ARM workshop	Conference cost (included with membership) and staff time to attend		8	\$ 400.00	\$ -	\$ 400.00					\$ -	\$ 400.00
D. Ensure Municipality Primary Contact attends the six Program meetings hosted by Dakota County.	Staff time spent at meetings	Violet Penman, SW&R Coord.	12	\$ 600.00	\$ -	\$ 600.00					\$ -	\$ 600.00
E. Refer businesses, schools, multiunit properties, and other organizations to county Program Managers to coordinate all requests for resources (e.g., education, containers, labels).	Staff time spent responding and referring organizations	Violet Penman, SW&R Coord.	5	\$ 250.00	\$ -	\$ 250.00					\$ -	\$ 250.00
F. Provide reasonable support to implement the Solid Waste Management Plan, including but not limited to:					\$ -	\$ -					\$ -	\$ -
1. Share city license list of any vape/tobacco stores with County Liaison for purposes of county education on proper used vape/battery management.	Rosemount	Violet Penman, SW&R Coord.	3	\$ 150.00	\$ -	\$ 150.00					\$ -	\$ 150.00
	Hastings		3	\$ 150.00	\$ -	\$ 150.00						\$ 150.00
	Farmington		3	\$ 150.00	\$ -	\$ 150.00						\$ 150.00
2. Update local codes as appropriate to be consistent with and no less restrictive than County Ordinance 110.	NA (all codes are already consistent with Ord. 110)	NA	0	\$ -	\$ -	\$ -					\$ -	\$ -
G. Demonstrate Program compliance and waste abatement metrics in mid-year and final reports that include information for all Base and Supplemental funded projects, as described in Reporting and Reimbursement below.	Staff time spent gathering supporting material and data	Violet Penman, SW&R Coord.	45	\$ 2,250.00	\$ -	\$ 2,250.00					\$ -	\$ 2,250.00
H. Submit reimbursement requests by county deadlines with substantiating documentation, as described in Reporting and Reimbursement below.	Staff time spent responding to edits	Violet Penman, SW&R Coord.	19	\$ 950.00	\$ -	\$ 950.00					\$ -	\$ 950.00
I. Optional: Participate in the annual RAM compost bin sale.	NA	NA	0	\$ -	\$ -	\$ -					\$ -	\$ -
TOTAL	-	-	491	\$ 24,550.00	\$ 585.00	\$ 25,135.00	\$ -		\$ -		\$ -	\$ 25,135.00
Matching Funds	Rosemount: Secondary contact (assists with planning, coordination, etc.)	Greg Lund, Parks Supervisor	80	\$ 4,000.00	\$ -	\$ 4,000.00						
	Rosemount: Parks Rental Agreement revisions	Lacelle Cordes, Recreation Supervisor	20	\$ 1,000.00	\$ -	\$ 1,000.00						
	Hastings: Secondary contact (assists with planning, coordination, etc.)	Paige Marschall-Bigler, Recreation Program Specialist	60	\$ 3,000.00	\$ -	\$ 3,000.00						
	Farmington: Secondary contact (assists with planning, coordination, etc.)	John Powell, Public Works Director	40	\$ 4,000.00	\$ -	\$ 4,000.00						
TOTAL	-	-	200	\$ 12,000.00	\$ -	\$ 12,000.00						
2. Residential Communications												
A. Mail county-developed articles on each of the following themes to all residential households, with a half page minimum per topic:											\$ -	\$ -
1. Home recycling	Rosemount: Article expense = \$500/page	Rosemount: Symone Hubbard, Comms Specialist	0	\$ -	\$ 500.00	\$ 500.00					\$ -	\$ 500.00
	Hastings: Article expense = \$500/page		0	\$ -	\$ 500.00	\$ 500.00						
	Farmington: Article expense = \$500/page		0	\$ -	\$ 500.00	\$ 500.00						
2. Household hazardous waste management (The Recycling Zone)	Rosemount: Article expense = \$500/page	Hastings: Dawn Skelly, Comms Coordinator	0	\$ -	\$ 500.00	\$ 500.00					\$ -	\$ 500.00
	Hastings: Article expense = \$500/page		0	\$ -	\$ 500.00	\$ 500.00						
	Farmington: Article expense = \$500/page		0	\$ -	\$ 500.00	\$ 500.00						
3. Food scraps reduction or management	Rosemount: Article expense = \$500/page	Farmington: Caryn Hohnick, Comms Specialist	0	\$ -	\$ 500.00	\$ 500.00					\$ -	\$ 500.00
	Hastings: Article expense = \$500/page		0	\$ -	\$ 500.00	\$ 500.00						
	Farmington: Article expense = \$500/page		0	\$ -	\$ 500.00	\$ 500.00						
4. Reduce/reuse opportunities	Rosemount: Article expense = \$500/page	Specialist	0	\$ -	\$ 500.00	\$ 500.00					\$ -	\$ 500.00
	Hastings: Article expense = \$500/page		0	\$ -	\$ 500.00	\$ 500.00						
	Farmington: Article expense = \$500/page		0	\$ -	\$ 500.00	\$ 500.00						

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
B. Post at least one county-developed waste abatement social media message per month using county-provided messaging (e.g., county messaging toolkit, share county media posts).	Rosemount: Staff time to post: 20 minutes/month x 12 months	Violet Penman, SW&R Coord.	4	\$ 200.00	\$ -	\$ 200.00					\$ -	\$ 200.00
	Hastings: Staff time to post: 20 minutes/month x 12 months		4	\$ 200.00	\$ -	\$ 200.00						
	Farmington: Staff time to post: 20 minutes/month x 12 months		4	\$ 200.00	\$ -	\$ 200.00						
C. Request county approval of any proposed modifications to county-developed articles or social media posts at least two weeks before the municipal deadline for printing or publishing.	Minimal staff time, no material costs	Violet Penman, SW&R Coord.	0	\$ -	\$ -	\$ -					\$ -	\$ -
D. Stock brochure racks at city-owned/operated facilities with county-provided waste abatement print materials (i.e., What Goes Where guides, Fix-It-Clinic flyers, etc.).	Rosemount: Staff time to stock brochure racks	Violet Penman, SW&R Coord.	4	\$ 200.00	\$ -	\$ 200.00					\$ -	\$ 200.00
	Hastings: Staff time to stock brochure racks		4	\$ 200.00	\$ -	\$ 200.00						
	Farmington: Staff time to stock brochure racks		4	\$ 200.00	\$ -	\$ 200.00						
E. Expand waste abatement outreach to engage diverse/underserved residents including use county translated waste abatement messaging/materials as appropriate.	Distribute county-translated materials at in-person education opportunities. Research cultural events for additional tabling opportunities.	Violet Penman, SW&R Coord.	0	\$ -	\$ -	\$ -					\$ -	\$ -
F. Maintain waste management information on the municipal website following county guidance in coordination with the County Liaison, keeping information and links current.	Rosemount: Staff time to maintain: 1 hour/month x 12 months	Violet Penman, SW&R Coord.	12	\$ 600.00	\$ -	\$ 600.00					\$ -	\$ 600.00
	Hastings: Staff time to maintain: 1 hour/month x 12 months		12	\$ 600.00	\$ -	\$ 600.00						
	Farmington: Staff time to maintain: 1 hour/month x 12 months		12	\$ 600.00	\$ -	\$ 600.00						
G. Serve as a resource to residents on waste abatement-related inquiries (e.g., email, phone).	Rosemount: Staff time to serve residents: 1 hour/month x 12 months	Violet Penman, SW&R Coord.	12	\$ 600.00	\$ -	\$ 600.00					\$ -	\$ 600.00
	Hastings: Staff time to serve residents: 1 hour/month x 12 months		12	\$ 600.00	\$ -	\$ 600.00						
	Farmington: Staff time to serve residents: 1 hour/month x 12 months		12	\$ 600.00	\$ -	\$ 600.00						
H. Provide funding source credit on all print materials, written as: Partially funded by Dakota County and the Minnesota Pollution Control Agency.	Minimal staff time, no material costs	Violet Penman, SW&R Coord.	0	\$ -	\$ -	\$ -					\$ -	\$ -
TOTAL	-	-	96	\$ 4,800.00	\$ 6,000.00	\$ 10,800.00	\$ -		\$ -		\$ -	\$ 3,600.00
Matching Funds	Rosemount: Website updates and quarterly newsletter	Symone Hubbard, Communications Specialist	20	\$ 1,000.00	\$ -	\$ 1,000.00						
	Hastings: Website updates and quarterly newsletter	Dawn Skelly, Communications Coord.	20	\$ 1,000.00	\$ -	\$ 1,000.00						
	Farmington: Website updates and quarterly newsletter	Caryn Hohnicki, Communications Specialist	20	\$ 1,000.00	\$ -	\$ 1,000.00						
TOTAL	-	-	60	\$ 3,000.00	\$ -	\$ 3,000.00						
3. Municipal Facilities												
A. Provide verification of best waste management practices and recycling compliance at least once annually, by visually inspecting and reporting status using the Municipal Facilities Recycling Tool.	Rosemount: Staff time to verify facilities = 8 hours	Violet Penman, SW&R Coord.	16	\$ 800.00	\$ -	\$ 800.00					\$ -	\$ 800.00
	Hastings: Staff time to verify facilities = 8 hours		16	\$ 800.00	\$ -	\$ 800.00						
	Farmington: Staff time to verify facilities = 8 hours		16	\$ 800.00	\$ -	\$ 800.00						
B. Provide county-required recycling educational messaging to each municipal employee, volunteer, tenant, and custodial/housekeeping staff who generates and sorts trash and recycling, within 30 days of hire and at least annually thereafter.	Rosemount: Staff time spent providing electronic (email) messaging to employees = 2 hours	Violet Penman, SW&R Coord.	2	\$ 100.00	\$ -	\$ 100.00					\$ -	\$ 100.00
	Hastings: Staff time spent providing electronic (email) messaging to employees = 2 hours		2	\$ 100.00		\$ 100.00						
	Farmington: Staff time spent providing electronic (email) messaging to employees = 2 hours		2	\$ 100.00		\$ 100.00						
C. Conduct in-person training on recycling requirements for municipalities with city personnel who are responsible for (a) recycling container placement and monitoring on city-owned/operated property, (b) emptying trash, recycling, and organics containers on city-owned/operated property, (c) handling event permits or facility rental applications, and (d) staffing events subject to city recycling requirements.	Rosemount: Staff time spent educating city personnel = 2 hours. Part of annual training in fall (food already provided).	Violet Penman, SW&R Coord.	4	\$ 200.00	\$ -	\$ 200.00						
	Hastings: Staff time spent educating city personnel = 2 hours. Lunch and learn event for staff in spring, includes paid lunch.		2	\$ 100.00	\$ 100.00	\$ 200.00						
	Farmington: Staff time spent educating city personnel = 2 hours. Lunch and learn event for staff in spring, includes paid lunch.		2	\$ 100.00	\$ 100.00	\$ 200.00						
D. Optional: Conduct tours of recycling, composting, or landfill facilities to educate municipal leaders and employees about the local recycling and waste management system.	NA	NA		\$ -	\$ -	\$ -					\$ -	\$ -
TOTAL	-	-	62	\$ 3,100.00	\$ 200.00	\$ 3,300.00	\$ -		\$ -		\$ -	\$ 900.00
Matching Funds												

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
4. Special Collections												
A. Implement collections of all of the following materials that are challenging for residents to recycle or compost, using the method specified, with an independent collection for each city having 1,000 households or more and a co-collection for each city having fewer than 1,000 households (i.e., in collaboration with an adjacent city):	Rosemount: Staff time spent on general event prep and coordination	Violet Penman, SW&R Coord.	70	\$ 3,500.00	\$ -	\$ 3,500.00					\$ -	\$ 3,500.00
	Hastings: Staff time spent on general event prep and coordination	Violet Penman, SW&R Coord.	70	\$ 3,500.00	\$ -	\$ 3,500.00						
	Farmington: Staff time spent on general event prep and coordination	Violet Penman, SW&R Coord.	70	\$ 3,500.00	\$ -	\$ 3,500.00						
1. Holiday lights: free collection for recycling during and after winter holidays	Rosemount: Collection occurs mid-November through January, drop-off bin located in the Steeple Center. Staff time to empty/sort bins and bring to RZ	Violet Penman, SW&R Coord.	30	\$ 1,500.00	\$ -	\$ 1,500.00						
	Hastings: Collection occurs mid-November through January, drop-off bin located at P&R Office and Ace Hardware. Staff time to empty/sort bins and bring to RZ	Violet Penman, SW&R Coord.	30	\$ 1,500.00	\$ -	\$ 1,500.00						
	Farmington: Collection occurs mid-November through January, drop-off bins located at City Hall, the Rambling River Center, and both municipal liquor stores. Staff time to empty/sort bins and bring to RZ	Violet Penman, SW&R Coord.	30	\$ 1,500.00	\$ -	\$ 1,500.00					\$ -	\$ 1,500.00
2. Mattresses and box springs: drop off discount for recycling and reuse, curbside pickup discount for recycling and reuse, or one-day collection, with reuse required for materials in good condition	Rosemount: Citywide Cleanups are May and October events, occur at DCTC and Erickson Park, respectively. Serviced by Certified Recycling. One truck once per year (second truck included in matching funds) plus staff time to attend and plan for two 7 hour events.	Violet Penman, SW&R Coord.	20	\$ 1,000.00	\$ 3,000.00	\$ 4,000.00						
	Hastings: Mattress/Box Spring Drop-Off & Document Shred Event in May, occurs at the Public Works Facility. Serviced by Certified Recycling. One truck once per year plus staff time to attend and plan for event.	Violet Penman, SW&R Coord.	10	\$ 500.00	\$ 1,910.00	\$ 2,410.00						
	Farmington: Mattress/Box Spring Drop-Off & Document Event in May, occurs at the Farmington Maintenance Facility. Serviced by Certified Recycling. One truck once per year plus staff time to attend and plan for event.	Violet Penman, SW&R Coord.	10	\$ 500.00	\$ 1,910.00	\$ 2,410.00					\$ -	\$ 2,410.00
3. Paper: free collection for shredding and recycling confidential documents	Rosemount: Citywide Cleanups are May and October events, occur at DCTC and Erickson Park, respectively. Serviced by Shred Right. One shredding truck twice per year. Staff time included with mattresses. One truck reimbursed, second truck covered in matching funds.	Violet Penman, SW&R Coord.	0	\$ -	\$ 1,500.00	\$ 1,500.00					\$ -	\$ 1,500.00
	Hastings: Mattress/Box Spring Drop-Off & Document Event in May, occurs at the Hastings Public Works Facility. Serviced by Shred Right. One shredding truck once per year. Staff time included with mattresses.	Violet Penman, SW&R Coord.	0	\$ -	\$ 1,200.00	\$ 1,200.00						
	Farmington: Mattress/Box Spring Drop-Off & Document Event in May, occurs at the Farmington Maintenance Facility. Serviced by Shred Right. One shredding truck once per year. Staff time included with mattresses.	Violet Penman, SW&R Coord.	0	\$ -	\$ 1,200.00	\$ 1,200.00						
4. Pumpkins: free collection for composting after Halloween	Rosemount: November event, occurs in the City Hall parking lot. Serviced by Nitti Sanitation. Cost for one dumpster plus staff time to plan for collection.	Violet Penman, SW&R Coord.	3	\$ 150.00	\$ 1,000.00	\$ 1,150.00					\$ -	\$ 1,150.00
	Hastings: November event, occurs at the Dakota County Highway Shop parking lot. Cost for one dumpster plus staff time to plan for collection.	Violet Penman, SW&R Coord.	3	\$ 150.00	\$ 300.00	\$ 450.00						
	Farmington: November event, occurs at the Farmington Maintenance Facility. Cost for one dumpster plus staff time to plan for collection.	Violet Penman, SW&R Coord.	3	\$ 150.00	\$ 800.00	\$ 950.00						
5. Scrap metal: free or partly-subsidized collection for recycling if city hosts a cleanup day	Rosemount: Included in matching funds	Violet Penman, SW&R Coord.	0	\$ -	\$ -	\$ -					\$ -	\$ -

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
B. Implement a free collection of yard signs for recycling after fall elections, as a single-city or multi-city event (i.e., in collaboration with one or more adjacent cities).	Rosemount: Staff time to monitor, empty, and deliver bins + \$54 cost for collection containers + \$59 mileage (\$0.71/mile x 83.6 miles round trip from Rosemount city hall to Choice Plastics)	Violet Penman, SW&R Coord.	10	\$ 500.00	\$ 113.00	\$ 613.00					\$ -	\$ 613.00
	Hastings: Staff time to monitor, empty, and deliver bins + \$54 cost for collection containers + \$20 mileage (\$0.71/mile x 28.4 miles round trip from Hastings city hall to Rosemount city hall)	Violet Penman, SW&R Coord.	9	\$ 450.00	\$ 74.00	\$ 524.00						
	Farmington: Staff time to monitor, empty, and deliver bins + \$54 cost for collection containers + \$11 mileage (\$0.71/mile x 15.4 miles round trip from Farmington city hall to Rosemount city hall)	Violet Penman, SW&R Coord.	9	\$ 450.00	\$ 65.00	\$ 515.00						
C. Promote all city-led special collections through social media, videos, e-news, print media, or other outreach/media channels, specifying how materials will be managed (i.e., recycling, reuse, or both).	Minimal staff time, no material costs. Promotion through social media (posts and videos/reels) and city newsletters	Violet Penman, SW&R Coord.	0	\$ -	\$ -	\$ -					\$ -	\$ -
D. Request and report weights, cubic yards, or number of units for each material collected, as specified on the county reporting tool.	Minimal staff time, no material costs	Violet Penman, SW&R Coord.	0	\$ -	\$ -	\$ -					\$ -	\$ -
E. Coordinate timing of special collections with County Liaison to prevent duplication of effort, timing overlap, conflicting messages, pricing conflicts, and confusion for residents.	Minimal staff time, no material costs	Violet Penman, SW&R Coord.	0	\$ -	\$ -	\$ -					\$ -	\$ -
Anticipated Revenue	-	-	-	-	-	-					\$ -	\$ -
TOTAL	-	-	377	\$ 18,850.00	\$ 13,072.00	\$ 31,922.00	\$ -		\$ -		\$ -	\$ 10,673.00
Matching Funds	Rosemount: Public Works staff time labor for spring and fall cleanup days	Various PW Staff	108	\$ 5,400.00	\$ -	\$ 5,400.00						
	Rosemount: scrap metal collection dumpster at spring cleanup	Violet Penman, SW&R Coord.	0	\$ -	\$ 1,000.00	\$ 1,000.00						
	Rosemount: Certified Recycling truck and staff to collect mattresses/box springs at fall cleanup	Violet Penman, SW&R Coord.	0	\$ -	\$ 3,000.00	\$ 3,000.00						
	Rosemount: Shred Right truck and staff to provide paper shredding at fall cleanup	Violet Penman, SW&R Coord.	0	\$ -	\$ 1,500.00	\$ 1,500.00						
	Farmington: Public Works staff time labor for spring Mattress/Box Spring Drop-Off & Document Shred Event	Various PW Staff	24	\$ 1,200.00	\$ -	\$ 1,200.00						
TOTAL	-	-	132	\$ 6,600.00	\$ 5,500.00	\$ 12,100.00						
PART 1 SUBTOTAL	-	-	1026	\$ 51,300.00	\$ 19,857.00	\$ 71,157.00	\$ -		\$ -		\$ -	\$ 40,308.00
Part 2: Supplemental Funding Request (Optional)												
5. Multiunit Recycling												
A. Provide technical assistance for participants in the Dakota County Multiunit Recycling Program by:											\$ -	\$ -
1. Conducting broad-based outreach through multiple communication channels	Rosemount: Program promotion expense, 1/2 page printing and postage, staff time, plus inclusion on city social media via a post or reel (no cost associated)	Violet Penman, SW&R Coord.	8	\$ 400.00	\$ 250.00	\$ 650.00					\$ -	\$ 650.00
	Hastings: Program promotion expense, 1/2 page printing and postage, staff time, plus inclusion on city social media via a post or reel (no cost associated)	Violet Penman, SW&R Coord.	8	\$ 400.00	\$ 250.00	\$ 650.00						
	Farmington: Program promotion expense, 1/2 page printing and postage, staff time, plus inclusion on city social media via a post or reel (no cost associated)	Violet Penman, SW&R Coord.	8	\$ 400.00	\$ 250.00	\$ 650.00						
2. Reaching out to an agreed-upon number of potential new participants and past participants in coordination with the County Liaison	Rosemount: Staff time spent reaching out to potential and past participants (estimated 10 properties), cost for printing and postage for reaching out to new properties and previous participants	Violet Penman, SW&R Coord.	16	\$ 800.00	\$ 50.00	\$ 850.00					\$ -	\$ 850.00
	Hastings: Staff time spent reaching out to potential and past participants (estimated 13 properties), cost for printing and postage for reaching out to new properties and previous participants	Violet Penman, SW&R Coord.	21	\$ 1,050.00	\$ 50.00	\$ 1,100.00						

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
	Farmington: Staff time spent reaching out to potential and past participants (estimated 5 properties), cost for printing and postage for reaching out to new properties and previous participants	Violet Penman, SW&R Coord.	8	\$ 400.00	\$ 50.00	\$ 450.00						
3. Responding to requests for assistance	Rosemount: Staff time spent responding to requests	Violet Penman, SW&R Coord.	10	\$ 500.00	\$ -	\$ 500.00					\$ -	\$ 500.00
	Hastings: Staff time spent responding to requests	Violet Penman, SW&R Coord.	10	\$ 500.00	\$ -	\$ 500.00						
	Farmington: Staff time spent responding to requests	Violet Penman, SW&R Coord.	10	\$ 500.00	\$ -	\$ 500.00						
4. Completing needs assessments, applications, and data-collection mechanisms	Rosemount: Staff time to conduct needs assessments, applications, and data-collection mechanisms expected	Violet Penman, SW&R Coord.	11	\$ 550.00	\$ -	\$ 550.00					\$ -	\$ 550.00
	Hastings: Staff time to conduct needs assessments, applications, and data-collection mechanisms expected	Violet Penman, SW&R Coord.	11	\$ 550.00	\$ -	\$ 550.00						
	Farmington: Staff time to conduct needs assessments, applications, and data-collection mechanisms expected	Violet Penman, SW&R Coord.	11	\$ 550.00	\$ -	\$ 550.00						
5. Implementing infrastructure and education plans	Rosemount: Staff time for education and infrastructure implementation as needed	Violet Penman, SW&R Coord.	16	\$ 800.00	\$ -	\$ 800.00					\$ -	\$ 800.00
	Hastings: Staff time for education and infrastructure implementation as needed	Violet Penman, SW&R Coord.	16	\$ 800.00	\$ -	\$ 800.00						
	Farmington: Staff time for education and infrastructure implementation as needed	Violet Penman, SW&R Coord.	16	\$ 800.00	\$ -	\$ 800.00						
6. Advancing site-specific solutions for increased waste diversion, waste reduction, and reuse	Based on previous years, no staff time needed	Violet Penman, SW&R Coord.	0	\$ -	\$ -	\$ -					\$ -	\$ -
B. Maintain an annually updated list of addresses and contacts for multiunit properties that are eligible for the Program, and share with Dakota County.	Rosemount: Staff time spent updating list of multiunit properties	Violet Penman, SW&R Coord.	24	\$ 1,200.00	\$ -	\$ 1,200.00					\$ -	\$ 1,200.00
	Hastings: Staff time spent updating list of multiunit properties	Violet Penman, SW&R Coord.	24	\$ 1,200.00	\$ -	\$ 1,200.00						
	Farmington: Staff time spent updating list of multiunit properties	Violet Penman, SW&R Coord.	24	\$ 1,200.00	\$ -	\$ 1,200.00						
C. Provide an annual mailing about Program resources to multiunit property managers and/or owners in coordination with County Liaison.	Rosemount: Mailing and postage for 27 apartments, 57 HOAs (87 total, \$1.00/property), staff time for printing and mailing	Violet Penman, SW&R Coord.	16	\$ 800.00	\$ 87.00	\$ 887.00					\$ -	\$ 887.00
	Hastings: Mailing and postage for 86 apartments, 68 HOAs (154 total, \$1.00/property), staff time for printing and mailing	Violet Penman, SW&R Coord.	16	\$ 800.00	\$ 154.00	\$ 954.00						
	Farmington: Mailing and postage for 23 apartments, 26 HOAs (49 total, \$1.00/property), staff time for printing and mailing	Violet Penman, SW&R Coord.	16	\$ 800.00	\$ 49.00	\$ 849.00						
D. Optional: Coordinate with the County Liaison to revise multiunit recycling mechanisms (e.g., business license renewals, rental license renewals, rental inspections, fire inspections, and property manager meetings) and municipal planning and construction procedures to support recycling in new or remodeled buildings (e.g., recycling chutes, adequate space), consistent with city recycling codes and county ordinances.	NA	NA	0	\$ -	\$ -	\$ -					\$ -	\$ -
TOTAL	-	-	300	\$ 15,000.00	\$ 1,190.00	\$ 16,190.00	\$ -		\$ -		\$ -	\$ 5,437.00
Matching Funds												
6. Reduce/Reuse Activities												
A. Host a free drop box for donations of reusable athletic equipment if there are no permanent physical locations to reuse (e.g. donate, buy, sell, exchange) within the city.	Rosemount: Staff time spent coordinating with RAAA (Rosemount Area Athletic Association) to coordinate a drop-box hosted at the Rosemount Ice Arena for a specified period of time.	Violet Penman, SW&R Coord.	3	\$ 150.00	\$ -	\$ 150.00					\$ -	\$ 150.00
	Farmington: Permanent UHL drop-box located at Schmitz-Maki Arena, no costs associated	Violet Penman, SW&R Coord.	0	\$ -	\$ -	\$ -						
	Rosemount: printing and postage for 1/2 page article in city newsletter, staff time spent on social media post(s) and e-communication to those registered for citywide garage sale		15	\$ 750.00	\$ 250.00	\$ 1,000.00					\$ -	\$ 1,000.00

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
B. Promote existing reuse opportunities for athletic equipment, furniture, and building materials (e.g., curbside pickup, drop-off, online exchange, other), through two or more of the following: social media, videos, e-news, print media, or other outreach/media channels.	Hastings: printing and postage for 1/2 page article in city newsletter, social media post(s), staff time spent on social media post(s) and e-communication to those registered for citywide garage sale	Violet Penman, SW&R Coord.	15	\$ 750.00	\$ 250.00	\$ 1,000.00						
	Farmington: printing and postage for 1/2 page article in city newsletter, staff time spent on social media post(s)		15	\$ 750.00	\$ 250.00	\$ 1,000.00						
C. Promote city-led reuse opportunities for optional materials in (H) through at least one outreach/media channel.	Rosemount: City-led reuse opportunities (i.e., the Outdoor Winter Clothing Swap) will be promoted through social media channels, staff time associated	Violet Penman, SW&R Coord.	8	\$ 400.00	\$ -	\$ 400.00					\$ -	\$ 400.00
	Hastings: City-led reuse opportunities (i.e., the Sports Equipment Swap) will be promoted through social media channels, staff time associated		8	\$ 400.00	\$ -	\$ 400.00						
	Farmington: City-led reuse opportunities (i.e., the Halloween Costume Swap) will be promoted through social media channels, staff time associated		8	\$ 400.00	\$ -	\$ 400.00						
D. Obtain and report weights for each material collected, donated, or exchanged, as specified on the county reporting tool.	All materials collected, donated, or exchanged will be weighed, no cost associated	Violet Penman, SW&R Coord.	0	\$ -	\$ -	\$ -					\$ -	\$ -
E. Ensure that usable leftover items are donated or reused after the event, to the extent possible.	All leftover materials are donated, with small local organizations preferred. No cost associated.	Violet Penman, SW&R Coord.	0	\$ -	\$ -	\$ -					\$ -	\$ -
F. Track and report number of people participating in all staffed reuse activities by monitoring participation using a sign-in sheet or clicker.	All reuse activity participants will be tracked using a clicker counter, no cost associated	Violet Penman, SW&R Coord.	0	\$ -	\$ -	\$ -					\$ -	\$ -
G. Provide updates to the online Dakota County Reduce & Reuse Map.	Staff time to provide updates to the Reduce & Reuse map	Violet Penman, SW&R Coord.	8	\$ 400.00	\$ -	\$ 400.00					\$ -	\$ 400.00
H. Optional: Implement free or low-cost reuse opportunities (e.g., swap event, collection for donation, curbside pickup discount, drop box) for materials that are challenging for residents to reuse, along with an interactive educational activity for in-person events (i.e., as described in 7A), using the best method of reuse based on data available. Preference must be given to materials and methods that meet all of the following criteria, with priority given to building materials and furniture, and a limit of one activity per city for materials that do not meet these criteria: 1. Significant diversion – at least 0.5 ton per event or activity 2. Fills a gap – no permanent physical location to reuse (e.g., donate, buy, sell, exchange) within the city 3. Convenient and accessible – including consideration for transportation and physical barriers 4. Confirmed reuse outlet and end use 5. Does not duplicate, interfere, or compete with private sector services	Rosemount: Outdoor Winter Clothing Swap will take place at Rosemount Steeple Center in late October or early November. Staff time to organize and attend the swap.	Violet Penman, SW&R Coord.	4	\$ 200.00	\$ -	\$ 200.00					\$ -	\$ 200.00
	Hastings: Sports Equipment Swap will take place at the Hastings High School in April. Staff time to organize and attend the swap.		4	\$ 200.00	\$ -	\$ 200.00						
	Farmington: Halloween Costume Swap will take place at the Rambling River Center in September. Staff time to organize and attend the swap.		4	\$ 200.00	\$ -	\$ 200.00						
I. Optional: Attend Reuse Minnesota meetings.	Cost of Reuse MN membership, plus staff time to attend meetings (2 hour meetings 4 times/year)	Violet Penman, SW&R Coord.	8	\$ 400.00	\$ 50.00	\$ 450.00					\$ -	\$ 450.00
	Cost of Reuse MN conference, plus staff time to attend conference (1 day conference)		10	\$ 500.00	\$ 90.00	\$ 590.00						
J. Optional: Attend Responsible Public Purchasing Council meetings.	Staff time to attend Public Purchasing Council meetings (1.5 hour meetings 4 times/year)	Violet Penman, SW&R Coord.	6	\$ 300.00	\$ -	\$ 300.00					\$ -	\$ 300.00
K. Optional: Switch to reusable dishware (e.g., washable dishes and silverware) at permanent city-owned facilities.	NA	NA	0	\$ -	\$ -	\$ -					\$ -	\$ -
L. Optional: Provide and collect reusable dishware (e.g., washable baskets, cups) at community events on city property with at least 300 attendees to reduce single-use products use.	Funding for reusable cups (via rWorld) at Rosemount Food Truck Fest on Sep. 19 plus staff time to plan for and attend event.	Violet Penman, SW&R Coord.	36	\$ 1,800.00	\$ 2,091.00	\$ 3,891.00					\$ -	\$ 3,891.00
M. Optional: Provide assistance at Dakota County Fix-It Clinics held in the city, if applicable.	NA	NA	0	\$ -	\$ -	\$ -					\$ -	\$ -
N. Optional: Host residential reduce, reuse, or repair education classes using county messaging, ensuring all hired educators are approved in advance by the County Liaison, and reporting on outcomes by monitoring presentation attendance (e.g., sign-in sheet or head count), online webinar attendance (e.g., number of people who log on), table interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).	NA	NA	0	\$ -	\$ -	\$ -					\$ -	\$ -
O. Optional: Facilitate changes to municipality policies to increase reuse opportunities in the community (e.g., clothing drop box prohibitions, rental companies, and secondhand stores) or internal operations (e.g., office supplies, equipment).	NA	NA	0	\$ -	\$ -	\$ -					\$ -	\$ -

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
TOTAL	-	-	152	\$ 7,600.00	\$ 2,981.00	\$ 10,581.00	\$ -		\$ -		\$ -	\$ 6,791.00
Matching Funds	Rosemount: Room rental (Steeple Center) lost revenue equivalent for Outdoor Winter Clothing Swap	Violet Penman, SW&R Coord.	0	\$ -	\$ 180.00	\$ 180.00						
	Hastings: Room rental (Hastings High School) cost for Sports Equipment Swap	Violet Penman, SW&R Coord.	0	\$ -	\$ 50.00	\$ 50.00						
	Farmington: Room rental (Rambling River Center) lost revenue equivalent for Halloween Costume Swap	Violet Penman, SW&R Coord.	0	\$ -	\$ 180.00	\$ 180.00						
TOTAL	-	-	0	\$ -	\$ 410.00	\$ 410.00						
7. In-Person Education												
A. Provide resident waste abatement education at events or gatherings, in person or online, to educate at least 1% of the municipality's population through interactive activities between city staff and residents (e.g., ed kits, games, conversations, teaching, presentations), on all four of the following topics, with a focus on one or two topics per event; does not include display views or brochure distribution: 1. Home recycling 2. Residential food scrap drop site(s) 3. The Recycling Zone services 4. Local reduce/reuse opportunities (e.g., repair)	ROSEMOUNT: Rosemount EXPO booth with home recycling and food scraps topics occurs in April at the RCC, estimated 175 people educated. Staff time to prepare for and attend event.	Violet Penman, SW&R Coord.	7	\$ 350.00	\$ -	\$ 350.00					\$ -	\$ 350.00
	ROSEMOUNT: Leprechaun Days table with recycling topic occurs in July at Central Park, estimated 150 people educated. Staff time to prepare for and attend event.	Violet Penman, SW&R Coord.	5	\$ 250.00	\$ -	\$ 250.00					\$ -	\$ 250.00
	ROSEMOUNT: Presentation at Steeple Center (senior center) about reuse and low waste living. Date and time TBD, estimated 10 people educated. Staff time to prepare for and attend event.	Violet Penman, SW&R Coord.	4	\$ 200.00	\$ -	\$ 200.00						
	ROSEMOUNT: Presentation at Steeple Center (senior center) about recycling and RZ services. Date and time TBD, estimated 10 people educated. Staff time to prepare for and attend event.	Violet Penman, SW&R Coord.	4	\$ 200.00	\$ -	\$ 200.00						
	HASTINGS: Rivertown Days booth with home recycling and food scraps topics occurs in July in downtown area, estimated 150 people educated. Staff time to prepare for and attend event.	Violet Penman, SW&R Coord.	7	\$ 350.00	\$ -	\$ 350.00					\$ -	\$ 350.00
	HASTINGS: National Night Out booth with recycling topic occurs in August at Lions Park, estimated 150 people educated. Staff time to prepare for and attend event.	Violet Penman, SW&R Coord.	6	\$ 300.00	\$ -	\$ 300.00					\$ -	\$ 300.00
	HASTINGS: Presentation at Tilden Center (senior center) about reuse and low waste living. Date and time TBD, estimated 10 people educated. Staff time to prepare for and attend event.	Violet Penman, SW&R Coord.	4	\$ 200.00	\$ -	\$ 200.00						
	HASTINGS: Presentation at Tilden Center (senior center) about recycling and RZ services. Date and time TBD, estimated 10 people educated. Staff time to prepare for and attend event.	Violet Penman, SW&R Coord.	4	\$ 200.00	\$ -	\$ 200.00						
	FARMINGTON: Party in the Park booth with recycling and food scraps topics occurs in July at Lake Julia Park, estimated 120 people educated. Staff time to prepare for and attend event.	Violet Penman, SW&R Coord.	5	\$ 250.00	\$ -	\$ 250.00					\$ -	\$ 250.00
	FARMINGTON: Tiger Cub Pep Fest booth with recycling topic occurs in September near Farmington Elementary, estimated 120 people educated. Staff time to prepare for and attend event.	Violet Penman, SW&R Coord.	6	\$ 300.00	\$ -	\$ 300.00						
	FARMINGTON: Presentation at Rambling River Center (senior center) about reuse and low waste living. Date and time TBD, estimated 10 people educated. Staff time to prepare for and attend event.	Violet Penman, SW&R Coord.	4	\$ 200.00	\$ -	\$ 200.00						
	FARMINGTON: Presentation at Rambling River Center (senior center) about recycling and RZ services. Date and time TBD, estimated 10 people educated. Staff time to prepare for and attend event.	Violet Penman, SW&R Coord.	4	\$ 200.00	\$ -	\$ 200.00						
B. Promote city-led education opportunities in (A) through at least one outreach/media channel.	Events will be promoted via city social media channels and newsletters, minimal staff time	Violet Penman, SW&R Coord.	0	\$ -	\$ -	\$ -					\$ -	\$ -

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
C. Ensure all staff and volunteers who implement In-Person Education activities are properly trained to fulfill responsibilities by attending the Dakota County Recycling Ambassador course and using current county messaging.	Recycling Ambassadors used for events that require additional assistance	Violet Penman, SW&R Coord.	0	\$ -	\$ -	\$ -					\$ -	\$ -
D. Ensure all professional educators who implement In-Person Education activities are approved in advance by County Liaison.	NA (no professional educators used)	NA	0	\$ -	\$ -	\$ -					\$ -	\$ -
E. Use county education materials, display materials, and presentation slides.	County educational materials and interactive activities will be used at all events. Cost for shared brochure holder to be used at events.	Violet Penman, SW&R Coord.	0	\$ -	\$ 50.00	\$ 50.00					\$ -	\$ 50.00
F. Coordinate with County Liaison for any education requests in schools, businesses, and multiunit residences.	Rosemount: Staff time for SW&R Coord. to coordinate any requests from schools, businesses, and multiunit residences	Violet Penman, SW&R Coord.	16	\$ 800.00	\$ -	\$ 800.00					\$ -	\$ 800.00
	Hastings: Staff time for SW&R Coord. to coordinate any requests from schools, businesses, and multiunit residences		16	\$ 800.00	\$ -	\$ 800.00						
	Farmington: Staff time for SW&R Coord. to coordinate any requests from schools, businesses, and multiunit residences		16	\$ 800.00	\$ -	\$ 800.00						
G. Expand waste abatement outreach to engage diverse/underserved residents including using county translated waste abatement messaging/materials as appropriate.	Rosemount: Staff time spent on outreach to local organizations that serve diverse and/or underserved residents	Violet Penman, SW&R Coord.	8	\$ 400.00	\$ -	\$ 400.00					\$ -	\$ 400.00
	Hastings: Staff time spent on outreach to local organizations that serve diverse and/or underserved residents		8	\$ 400.00	\$ -	\$ 400.00						
	Farmington: Staff time spent on outreach to local organizations that serve diverse and/or underserved residents		8	\$ 400.00	\$ -	\$ 400.00						
H. Track and report number of people educated in person by monitoring presentation participation (e.g., sign-in sheet or head count), online webinar participation (e.g., number of people who log on), verbal tabling activity interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).	All interactions tracked and reported using a clicker counter	Violet Penman, SW&R Coord.	0	\$ -	\$ -	\$ -					\$ -	\$ -
I. Optional: Conduct tours of recycling, composting, or landfill facilities to educate residents about the local recycling and waste management system.	NA	NA	0	\$ -		\$ -					\$ -	\$ -
TOTAL	-		132	\$ 6,600.00	\$ 50.00	\$ 6,650.00	\$ -		\$ -		\$ -	\$ 2,750.00
Matching Funds												
8. Event Recycling												
A. Offer resources for recycling, back-of house organics (food scraps) collection, or both, at events, tournaments, and festivals held on city-owned property: 1. Contact and assist city event coordinators to plan and implement recycling collection. 2. Provide an appropriate number of co-located recycling and trash containers in strategic locations to prevent overflow, along with proper bags and signage. 3. Provide required county waste abatement messaging to educate vendors, volunteers, and custodial staff about event recycling requirements.	Rosemount: Provide x-frames plus setup/cleanup and recycling messaging at Leprechaun Days parade, recycling messaging to Leprechaun Days vendors	Violet Penman, SW&R Coord.	16	\$ 800.00	\$ -	\$ 800.00					\$ -	\$ 800.00
	Rosemount: Provide x-frames plus setup/cleanup and recycling messaging at Food Truck Fest	Violet Penman, SW&R Coord.	36	\$ 1,800.00	\$ -	\$ 1,800.00						
	Rosemount: Provide x-frames plus setup/cleanup and recycling messaging at Oktoberfest	Violet Penman, SW&R Coord.	36	\$ 1,800.00	\$ -	\$ 1,800.00						
	Farmington: Provide x-frames and recycling messaging at Tater Trot 5K, recycling messaging to Top the Tater Days vendors	Violet Penman, SW&R Coord.	8	\$ 400.00	\$ -	\$ 400.00						
B. Offer resources for recycling, back-of house organics (food scraps) collection, or both, at household parties (i.e., non-city events) upon request.	Rosemount: Staff time scheduling and completing x-frame checkouts to residents	Violet Penman, SW&R Coord.	40	\$ 2,000.00	\$ -	\$ 2,000.00					\$ -	\$ 2,000.00
	Hastings: Staff time scheduling and completing x-frame checkouts to residents		40	\$ 2,000.00	\$ -	\$ 2,000.00						
	Farmington: Staff time scheduling and completing x-frame checkouts to residents		40	\$ 2,000.00	\$ -	\$ 2,000.00						
C. Update two or more municipal forms (e.g., event permit, event vendor agreement, facility rental agreement) using county model messaging to include recycling requirements for events, tournaments, and festivals, consistent with city codes and county ordinance.	Rosemount: Staff time to update Ice Arena Concessions Agreement and Parks and Shelters Permit	Violet Penman, SW&R Coord.	24	\$ 1,200.00	\$ -	\$ 1,200.00					\$ -	\$ 1,200.00
	Hastings: Staff time to update HFAC After-Hours Reservation Form and HFAC Birthday Parties form		24	\$ 1,200.00	\$ -	\$ 1,200.00						
	Farmington: All municipal forms updated		0	\$ -	\$ -	\$ -						

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
D. Optional: Add waste abatement infrastructure (i.e., recycling and organics containers, lids, labels, and signage) in municipality-controlled facilities (e.g., buildings, parks, and roadways) where containers are needed and have not yet been placed, (i.e., replacing containers is an ineligible expense) using the county-developed container purchasing checklist.	NA	NA	0	\$ -	\$ -	\$ -					\$ -	\$ -
TOTAL	-		264	\$ 13,200.00	\$ -	\$ 13,200.00	\$ -		\$ -		\$ -	\$ 4,000.00
Matching Funds	Rosemount: Leprechaun Days recycling carts	Leprechaun Days Committee and various volunteers	0	\$ -	\$ 2,000.00	\$ 2,000.00						
	Hastings: Parks staff labor (changing trash/recycling bins throughout Rivertown Days)	Various Parks Maintenance Staff	60	\$ 3,000.00	\$ -	\$ 3,000.00						
	Farmington: Top the Tate Days recycling dumpster	Top the Tater Days Committee and various volunteers	0	\$ -	\$ 1,200.00	\$ 1,200.00						
TOTAL			60	\$ 3,000.00	\$ 3,200.00	\$ 6,200.00						
9. Organics Planning (PROPOSED)												
A. Optional: Support research and planning for residential curbside organics collection.	NA	NA	0	\$ -	\$ -	\$ -					\$ -	\$ -
	NA		0	\$ -	\$ -	\$ -						
	NA		0	\$ -	\$ -	\$ -						
B. Optional: Support research and planning for new organics drop sites.	Rosemount: Staff time researching and planning for residential curbside organics collection and any additional dropsites to serve multiunit residents	Violet Penman, SW&R Coord.	25	\$ 1,250.00	\$ -	\$ 1,250.00						
	Hastings: Staff time researching and planning for residential curbside organics collection and any additional dropsites to serve multiunit residents		25	\$ 1,250.00	\$ -	\$ 1,250.00						
	Farmington: Staff time researching and planning for residential curbside organics collection and any additional dropsites to serve multiunit residents		30	\$ 1,500.00	\$ -	\$ 1,500.00					\$ -	\$ 1,500.00
TOTAL	-		80	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -		\$ -		\$ -	\$ 1,500.00
Matching Funds												
10. Gap Funding												
A. Complete, or make progress toward completing, one or more waste abatement projects included in eligible grant categories above, for which additional funding is needed, with first priority given to filling funding gaps in Base Funding categories, second priority given to filling gaps in Supplemental Funding categories, and third priority given to conducting waste abatement activities that are not included in Base Funding or Supplemental Funding, with prior written County Liaison approval.	NA	NA	0	\$ -	\$ -	\$ -					\$ -	\$ -
TOTAL	-		0	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -	\$ -
Matching Funds												
PART 2 SUBTOTAL	-	-	928	\$ 46,400.00	\$ 4,221.00	\$ 50,621.00	\$ -		\$ -		\$ -	\$ 20,478.00
GRAND TOTAL (Part 1 + Part 2)	-	-	1954	\$ 97,700.00	\$ 24,078.00	\$ 121,778.00	\$ -		\$ -		\$ -	\$ 60,786.00
Matching Funds (Part 1 + Part 2)			452	\$ 24,600.00	\$ 9,110.00	\$ 33,710.00	\$ -		\$ -		\$ -	\$ -

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED☒ 1. Workers Compensation.

Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to defend, hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

☒ 2. General Liability.

"Commercial General Liability Insurance" coverage, providing coverage on an "occurrence" basis. Policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form. Claims-made coverage is acceptable.

A total combined general liability policy limit of at least \$2,000,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

☒ Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☐ 3. Professional Liability

Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$2,000,000 per occurrence and aggregate. Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage").

☒ 4. Automobile Liability.

Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$2,000,000 per accident

☒ Such policy, shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☐ 5. Network Security and Privacy Liability.

Network security and privacy liability insurance, including first-party costs, for any breach that compromises data obtained while providing services under this Agreement. This insurance should to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. The required limit shall not be less than \$2,000,000 per occurrence with a \$4,000,000 aggregate limit. Claims-made coverage is acceptable. Such insurance shall name Dakota County, its officials, employees, volunteers and agents as additional insureds. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy if not renewed.

☒ 6. Evidence of Insurance.

Contractor shall promptly provide Dakota County with a Certificate of Insurance prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions.

☒ 7. Insurer: Policies.

All policies of insurance shall be issued by financially responsible insurers licensed to do business in the State of Minnesota by a n insurer with a current A.M. Best Company rating of at least A:VII.

☒ 8. Release and Waiver.

Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms here of, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

Revised: 11/23

City Council Regular Meeting: December 16, 2025

AGENDA ITEM: RAAA Storage Building - Memorandum of Understanding	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Dan Schultz, Parks & Recreation Director	AGENDA NO. 6.i.
ATTACHMENTS: Storage Information, MOU	APPROVED BY: LJM
RECOMMENDED ACTION: Staff is recommending that the City Council move this project forward by signing a non-binding MOU with RAAA.	

BACKGROUND

Representatives from the main RAAA Board are interested in the development of a new storage facility for their equipment to centralize their storage to one location. They currently have equipment storage in several locations including old UMore building sites, people's homes and other storage areas. RAAA Football is having challenges with access to their equipment and also having to store their equipment in the old basement locker rooms at Rosemount Middle School. Another challenge they have is that they can only access the storage area if a paid Building Supervisor is on site.

RAAA annually spends \$15,000 on storage. Attached is a spreadsheet that identifies where RAAA currently stores their equipment and a listing of what other cities are doing to assist their athletic association with storage.

The board has asked about assistance from the City of Rosemount regarding a new storage facility. RAAA feels they need a total 5,000 sq feet of space to meet their current and future needs. Staff got a rough cost estimate range for a 5,000 sq. building. The estimate was between \$105-\$110 per sq foot. RAAA has asked the City to fund the construction of the storage building, and they would pay the city back over several years through a lease agreement. Final lease payments will need to be negotiated based on the actual building costs.

Currently, the City provides storage space to the Leprechaun Days Committee, Haunted Woods Trail Committee, RAAC and the Beyond the Yellow Ribbon Committee. There is not a storage charge to any of these groups.

RECOMMENDATION

Staff is recommending that the City Council move this project forward by signing a non-binding MOU with RAAA.

City Storage Information

City	City space for storage	Notes
South St. Paul	Yes	Seasonal storage in smaller spaces
Prior Lake	Yes	Provides access to several City facilities within the park system
Apple Valley	Yes	New 1,500 sq ft spaces for both EVAA and VAA
Woodbury	Yes	Small spaces at the field house
Hastings	Yes	Job boxes and shipping containers in parks. Nothing in city buildings.
Mendota Heights	Yes	Cell tower building use at no cost
Farmington	No	NA
Eagan	No	NA
Rosemount	No	We currently have allowed sheds and other small structures.

Current RAAA Storage Spaces

Location	Size	Notes
Old Rosemount Middle School locker room – in basement	800 Sq Ft (approx.)	Does not meet ADA standards.
Old building on the UMore Property	2,270 sq ft	Could be losing this space in the near future. Does not meet ADA standards.
Public Storage Sites	400 sq ft (approx.)	Travel Baseball and Basketball
Shannon Garage	500 sq ft.	RAAA owned
RAAA volunteer homes	Unknown	Basement and garages

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEMOUNT and ROSEMOUNT AREA ATHLETIC ASSOCIATION

This Memorandum of Understanding (MOU) between the City of Rosemount (the City) and Rosemount Area Athletic Association (RAAA) outlines the primary terms and conditions involved with the City building a storage facility and leasing that building to RAAA to use as a central storage space for RAAA's equipment.

This MOU is **not intended** to create a binding agreement between the City and the RAAA. The purpose of this MOU is to set out the primary terms and conditions involved with the proposed construction and lease described above and is not intended to be binding on either party. All other terms and conditions will be negotiated in a formal lease agreement, and the parties will be contractually bound only upon the full execution of a lease agreement.

RAAA:

1. RAAA will be the sole user of the storage facility and no other groups or individuals will be allowed to store anything in the building unless written permission is provided by the City.
2. Will pay an agreed semi-annual rent payment to be determined once the bids are received and approved by the City and a lease agreement is signed.
3. Monitor the safety and useability of the storage building. Provide cleaning and organization services for the building.
4. Be responsible for securing permits for any desired signage.
5. On a monthly basis, make a minimum of two inspections of the storage facility. The inspections will be conducted by RAAA volunteers, and the results will be reported to the City. Report any facility damage or necessary repairs to the City.
6. Administer an access and safety protocol with RAAA volunteers who enter the storage building.
7. Carry insurance on the building (Still TBD, the terms of which are to be described in a lease agreement between the parties).
8. Persistent and/or unresolved issues related but not limited to parking, trash/debris, negative impact on park operations, or damage to the building will be cause for termination of the use of the building by RAAA.
9. If RAAA decides not to move forward with the project, they will responsible for the cost of the architect/engineering fees spent on the project.

City of Rosemount:

1. The City (with input from RAAA) will choose the location for the construction of the building.
2. The building will be required by the City to meet all applicable building codes and design standards.
3. Design a storage building of approximately 5,000 square feet in a public park. Lease the building to RAAA. The lease price will be based on the bid price and other project costs.
4. Publicly bid the building project, oversee construction and deliver completed project.
5. Provide electric, heat and cooling, and long-term maintenance and access to limited parking. The City will have no obligation for alternative parking accommodations if the need arises based on the use patterns of RAAA.

6. If the City Of Rosemount decides not to move forward with the project, they will responsible for the cost of the architect/engineering fees spent on the project.
7. Contact RAAA with any concerns over the use of the building.
8. If the City chooses to terminate the storage agreement with RAAA, there will be no financial recourse by RAAA or obligation by the City to provide alternative accommodations. The City commits to all reasonable efforts to resolve issues before said termination.

CITY OF ROSEMOUNT

By: _____
Jeffery D. Weisensel, Mayor

By: _____
Erin Fasbender, City Clerk

RAAA

By: _____
Treasurer

By: _____
President

City Council Regular Meeting: December 16, 2025

AGENDA ITEM: Tree City USA Recertification	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Dan Schultz, Parks & Recreation Director	AGENDA NO. 6.j.
ATTACHMENTS: Recertification Tree City USA	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve staff applying for the recertification of the Tree City USA award.	

BACKGROUND

The time has come for the City Council to once again consider applying for our recertification as a distinguished Tree City, USA. Tree City, USA is an award given to those cities that depict an honest and active program to promote protection of our natural habitat and our trees.

Staff has submitted the 2025 work plan and a proclamation by the City of Rosemount of an Arbor Day and the month of May to be Arbor Month. City staff worked to complete a variety of programs including an Arbor Day program and tree give away, tree plantings and other nature programs. Our application for recertification indicates that we would like to continue with these types of programs and others to promote tree planting and protection.

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

RECOMMENDATION

Staff is recommending the City Council approve staff applying for the recertification of the Tree City USA award.

2025 Tree City USA Application for Certification

The Tree City USA award is in recognition of work completed by the community during the 2025 calendar year.

PRIMARY CONTACT INFORMATION

Contact Name:

Dan Schultz

Email:

dan.schultz@rosemountmn.gov

Phone:

+1 (651) 322-6012

Address:

13885 South Robert Trail

Rosemount, Minnesota 55068

Rosemount COMMUNITY INFORMATION

Select which best describes your community:

Community has a Department Chair or City Manager

Ordinance Date:

12/05/2019

Ordinance Uploaded**Per-capita Expenditure**

\$8.72

Arbor Day Date

05/09/2025

Arbor Day Proclamation Uploaded

As Mayor or Equivalent of the Community of Rosemount

Mayor or Equivalent Signature	Title	Date
-------------------------------	-------	------

Application Certification (to be Completed by the State Forester)

The above-named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to be certified as a Tree City USA community, for the 2025 calendar year, having in my opinion met the standards required for recognition.

State Forester Signature	Title	Date
--------------------------	-------	------

City Council Regular Meeting: December 16, 2025

AGENDA ITEM: Accept Improvements - Talamore 2 and Talamore 4 Additions	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 6.k.
ATTACHMENTS: Resolution, Close Out Memo, Map, Resolution, Close Out Memo, Map	APPROVED BY: LJM
RECOMMENDED ACTION: Adopt resolutions accepting Talamore 2nd Addition, CP 2022-03 and Talamore 4th Addition, CP 2023-21 public improvements for perpetual maintenance.	

BACKGROUND

Public improvements installed as part of the Talamore 2nd Addition, CP 2022-03 included streets, sanitary sewer, water main and storm sewer. Construction was completed during the 2022 construction season with wear course paved in 2023. The improvements installed as part of the Talamore 4th Addition, CP 2023-21, included streets, sanitary sewer, water main and storm sewer. Construction was completed during the 2024 construction season with wear course paved in 2025.

The developer has provided all required documentation for Talamore 2nd and Talamore 4th. WSB & Associates has provided letters of recommendation for acceptance as well.

RECOMMENDATION

Upon acceptance of the work, the public improvements constructed in the Talamore 2nd and 4th Additions shall become City property per the subdivision agreement. Staff recommends that City Council adopt the attached resolutions accepting the improvements for perpetual maintenance.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2025-XX

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENT
FOR TALAMORE 2ND ADDITION
CITY PROJECT 2022-03**

WHEREAS, the developer has requested the City accept the public improvements, and;

WHEREAS, the developer has provided final close out documents and as-built record drawings.

BE IT RESOLVED, by the City Council of the City of Rosemount, Minnesota. The work completed under said agreement is hereby accepted for perpetual maintenance and ownership.

ADOPTED this 16th day of December 2025.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

Memorandum

To: Brian Erickson, PE, City Engineer
Nick Egger, PE, Public Works Director
City of Rosemount

From: Amanda Sachi, PE, Project Engineer WSB

Date: November 26, 2025

Re: Talamore 2nd Addition Street and Utility Construction
WSB Project No. 019324-000

The City of Rosemount is in the process of closing out and accepting the street and utility improvements for the Talamore 2nd Addition Street and Utility Construction Project.

The improvements consisted of sanitary sewer extension, watermain extension, storm sewer improvements and street construction of 143rd Street E, Allerton Way, Anston Avenue, Upper 143rd Street E and 144th Street E within the Talamore 2nd addition subdivision. The development was proposed by Lennar Corporation and designed by Westwood Professional Services, Inc. The improvements were inspected by WSB in accordance with the City's Standard Specifications and Engineering Guidelines. The public improvements were constructed by A-1 Excavating LLC from Summer 2022 to Fall of 2022.

WSB recommends approval and acceptance of the street and utility improvements.

Please contact me at asachi@wsbeng.com or 651-470-7477 with any comments or questions.

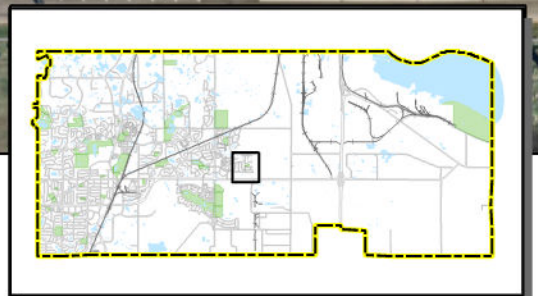
Sincerely,
WSB



Amanda Sachi, PE
Project Engineer



Talamore 2nd Addition



0 125 250 500
Feet

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2025-XX

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENT
FOR TALAMORE 4TH ADDITION
CITY PROJECT 2023-21**

WHEREAS, the developer has requested the City accept the public improvements, and;

WHEREAS, the developer has provided final close out documents and as-built record drawings.

BE IT RESOLVED, by the City Council of the City of Rosemount, Minnesota. The work completed under said agreement is hereby accepted for perpetual maintenance and ownership.

ADOPTED this 16th day of December 2025.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

Memorandum

To: Brian Erickson, PE, City Engineer
Nick Egger, PE, Public Works Director
City of Rosemount

From: Amanda Sachi, PE, Project Engineer WSB

Date: November 26, 2025

Re: Talamore 4th Addition Street and Utility Construction
WSB Project No. 023977-000

The City of Rosemount is in the process of closing out and accepting the street and utility improvements for the Talamore 4th Addition Street and Utility Construction Project.

The improvements consisted of sanitary sewer extension, watermain extension, storm sewer improvements and street construction of Acorn Avenue, Upper 141st Street E, Upper 143rd Street E, Arborvitae Circle, Upper 144th Court E, Aster Court and Connemara Trail within the Talamore 4th Addition subdivision. The development was proposed by Lennar Corporation and designed by Westwood Professional Services, Inc. The improvements were inspected by WSB in accordance with the City's Standard Specifications and Engineering Guidelines. The public improvements were constructed by Nodlund Construction from Summer 2024 to Fall of 2025.

WSB recommends approval and acceptance of the street and utility improvements.

Please contact me at asachi@wsbeng.com or 651-470-7477 with any comments or questions.

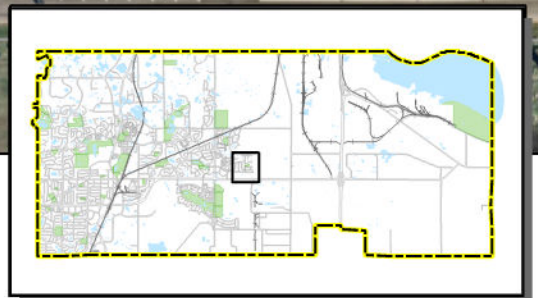
Sincerely,
WSB



Amanda Sachi, PE
Project Engineer



Talamore 4th Addition



0 125 250 500
Feet

City Council Regular Meeting: December 16, 2025

AGENDA ITEM: Accept Improvements - Amber Fields 2 Addition	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 6.I.
ATTACHMENTS: Resolution, Close Out Memo, Map	APPROVED BY: LJM
RECOMMENDED ACTION: Adopt resolution accepting Amber Fields 2nd Addition, CP 2022-09 public improvements for perpetual maintenance.	

BACKGROUND

Public improvements installed as part of the Amber Fields 2nd Addition, CP 2022-09 included streets, sanitary sewer, water main and storm sewer. Construction was completed during the 2023 construction season with wear course paved in 2025.

The developer has provided all required documentation for Amber Fields 2nd. WSB & Associates has provided letters of recommendation for acceptance as well.

RECOMMENDATION

Upon acceptance of the work, the public improvements constructed in the Amber Fields 2nd Addition shall become City property per the subdivision agreement. Staff recommends that City Council adopt the attached resolution accepting the improvements for perpetual maintenance.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2025-XX

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENT
FOR AMBER FIELDS 2ND ADDITION
CITY PROJECT 2022-09**

WHEREAS, the developer has requested the City accept the public improvements, and;

WHEREAS, the developer has provided final close out documents and as-built record drawings.

BE IT RESOLVED, by the City Council of the City of Rosemount, Minnesota. The work completed under said agreement is hereby accepted for perpetual maintenance and ownership.

ADOPTED this 16th day of December 2025.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

Memorandum

To: Brian Erickson, PE, City Engineer
Nick Egger, PE, Public Works Director
City of Rosemount

From: Amanda Sachi, PE, Project Engineer WSB

Date: December 10, 2025

Re: Amber Fields 2nd Addition Street and Utility Construction
WSB Project No. 020079-000

The City of Rosemount is in the process of closing out and accepting the street and utility improvements for Amber Fields 2nd Addition Street and Utility Construction Project.

The improvements consisted of sanitary sewer extension, watermain extension, storm sewer extension and street construction of Amber Fields Boulevard, Appian Way, 149th Street W, Athgoe Drive, Athenry Bay, Askeaton Place, Ashtown Lane, Avondale View, Achonry Row, Athlone Place and Aclare Ridge within the Amber Fields 2nd addition subdivision. The 190 Single Family lot and 111 townhome unit development was proposed by Maplewood Development Inc. and designed by Alliant Engineering, Inc. The improvements were inspected by WSB in accordance with the City's Standard Specifications and Engineering Guidelines. The public improvements were constructed by Belair Sitework Services from August 2022 to Fall of 2025.

WSB recommends approval and acceptance of the street and utility improvements.

Please contact me at asachi@wsbeng.com or 651-470-7477 with any comments or questions.

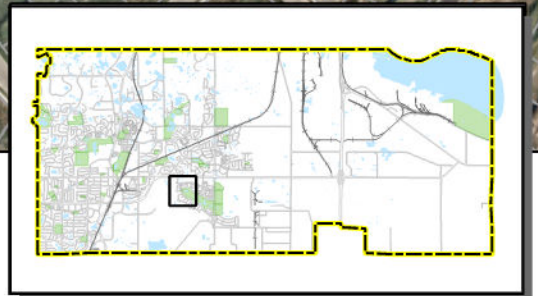
Sincerely,
WSB



Amanda Sachi, PE
Project Engineer



Amber Fields 2nd Addition



City Council Regular Meeting: December 16, 2025

AGENDA ITEM: Accept Improvements - Amber Fields 3 and Amber Fields 11	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 6.m.
ATTACHMENTS: Resolution, Close Out Memo, Map, Resolution, Close Out Memo, Map	APPROVED BY: LJM
RECOMMENDED ACTION: Adopt resolutions accepting Amber Fields 3rd Addition, CP 2022-16 and Amber Fields 11th Addition, CP 2023-17 public improvements for perpetual maintenance.	

BACKGROUND

Improvements installed as part of the Amber Fields 3rd Addition, CP 2022-16 included streets, sanitary sewer, water main and storm sewer. Construction was completed during the 2022 construction season with wear course paved in 2025. The improvements installed as part of the Amber Fields 11th Addition, CP 2023-17, included streets, sanitary sewer, water main and storm sewer. Construction was completed during the 2023 construction season with wear course paved in 2025.

The developer has provided all required documentation for Amber Fields 3rd. There some remaining administrative items for Amber Fields 11th. WSB & Associates has provided letters of recommendation for acceptance as well.

RECOMMENDATION

Upon acceptance of the work, the public improvements constructed in the Amber Fields 3rd and 11th Additions shall become City property per the subdivision agreement. Staff recommends that City Council adopt the attached resolutions accepting the improvements for perpetual maintenance.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2025-XX

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENT
FOR AMBER FIELDS 3RD ADDITION
CITY PROJECT 2022-16**

WHEREAS, the developer has requested the City accept the public improvements, and;

WHEREAS, the developer has provided final close out documents and as-built record drawings.

BE IT RESOLVED, by the City Council of the City of Rosemount, Minnesota. The work completed under said agreement is hereby accepted for perpetual maintenance and ownership.

ADOPTED this 16th day of December 2025.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

Memorandum

To: Brian Erickson, PE, City Engineer
Nick Egger, PE, Public Works Director
City of Rosemount

From: Amanda Sachi, PE, Project Engineer WSB

Date: December 10, 2025

Re: Amber Fields 3rd and 11th Additions Street and Utility Construction
WSB Project No. 020403-000 and 023763

The City of Rosemount is in the process of closing out and accepting the street and utility improvements for Amber Fields 3rd and 11th Additions Street and Utility Construction Projects.

The improvements consisted of sanitary sewer extension, watermain extension, storm sewer extension and street construction of Archdale Lane, Ardee Place, Adare Way, Ahena Curve, Ardfinnan Pass and 151st Street W within the Amber Fields 3rd and 11th additions subdivision. The 68 Townhome unit 3rd addition and 114 Townhome unit 11th addition development was proposed by Maplewood Development Inc. and designed by Alliant Engineering, Inc. The improvements were inspected by WSB in accordance with the City's Standard Specifications and Engineering Guidelines. The public improvements were constructed by Belair Sitework Services and Nodlund Construction from September 2022 to Fall of 2025.

WSB recommends approval and acceptance of the street and utility improvements.

Please contact me at asachi@wsbeng.com or 651-470-7477 with any comments or questions.

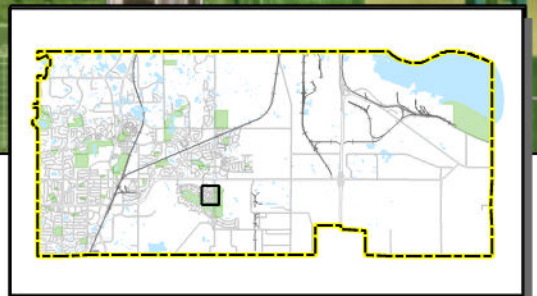
Sincerely,
WSB



Amanda Sachi, PE
Project Engineer



Amber Fields 3rd Addition



0 100 200 400 Feet

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2025-XX

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENT
FOR AMBER FIELDS 11TH ADDITION
CITY PROJECT 2023-17**

WHEREAS, the developer has requested the City accept the public improvements, and;

WHEREAS, the developer has provided final close out documents and is preparing as-built record drawings.

BE IT RESOLVED, by the City Council of the City of Rosemount, Minnesota. The work completed under said agreement is hereby accepted for perpetual maintenance and ownership contingent upon the provisions of record as-built drawings.

ADOPTED this 16th day of December 2025.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

Memorandum

To: Brian Erickson, PE, City Engineer
Nick Egger, PE, Public Works Director
City of Rosemount

From: Amanda Sachi, PE, Project Engineer WSB

Date: December 10, 2025

Re: Amber Fields 3rd and 11th Additions Street and Utility Construction
WSB Project No. 020403-000 and 023763

The City of Rosemount is in the process of closing out and accepting the street and utility improvements for Amber Fields 3rd and 11th Additions Street and Utility Construction Projects.

The improvements consisted of sanitary sewer extension, watermain extension, storm sewer extension and street construction of Archdale Lane, Ardee Place, Adare Way, Ahena Curve, Ardfinnan Pass and 151st Street W within the Amber Fields 3rd and 11th additions subdivision. The 68 Townhome unit 3rd addition and 114 Townhome unit 11th addition development was proposed by Maplewood Development Inc. and designed by Alliant Engineering, Inc. The improvements were inspected by WSB in accordance with the City's Standard Specifications and Engineering Guidelines. The public improvements were constructed by Belair Sitework Services and Nodlund Construction from September 2022 to Fall of 2025.

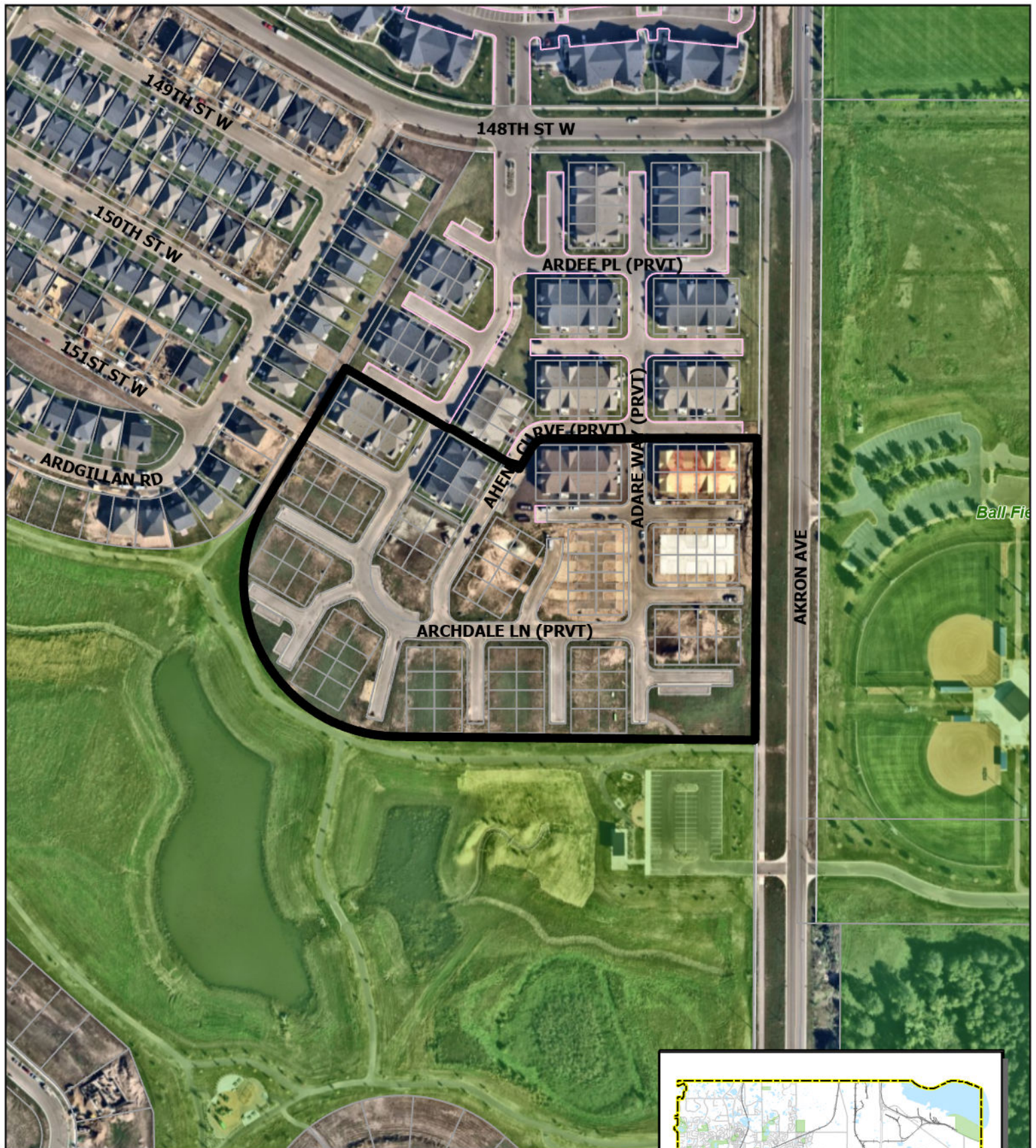
WSB recommends approval and acceptance of the street and utility improvements.

Please contact me at asachi@wsbeng.com or 651-470-7477 with any comments or questions.

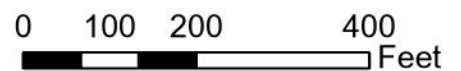
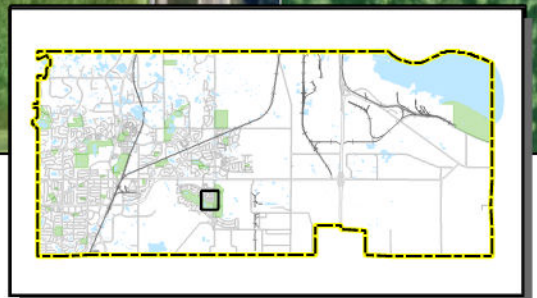
Sincerely,
WSB



Amanda Sachi, PE
Project Engineer



Amber Fields 11th Addition



City Council Regular Meeting: December 16, 2025

AGENDA ITEM: Accept Improvements - Amber Fields 4 and Amber Fields 9 Additions	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 6.n.
ATTACHMENTS: Resolution, Close Out Memo, Map, Resolution, Close Out Memo, Map	APPROVED BY: LJM
RECOMMENDED ACTION: Adopt resolutions accepting Amber Fields 4th Addition, CP 2022-17 and Amber Fields 9th Addition, CP 2023-10 public improvements for perpetual maintenance.	

BACKGROUND

Improvements installed as part of the Amber Fields 4th Addition, CP 2022-17 included streets, sanitary sewer, water main and storm sewer. Construction was completed during the 2022 construction season with wear course paved in 2025. The improvements installed as part of the Amber Fields 9th Addition, CP 2023-10, included streets, sanitary sewer, water main and storm sewer. Construction was completed during the 2023 construction season with wear course paved in 2025.

The developer has provided all required documentation for Amber Fields 4th. There some remaining administrative items for Amber Fields 9th. WSB & Associates has provided letters of recommendation for acceptance as well.

RECOMMENDATION

Upon acceptance of the work, the public improvements constructed in the Amber Fields 4th and 9th Additions shall become City property per the subdivision agreement. Staff recommends that City Council adopt the attached resolutions accepting the improvements for perpetual maintenance.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2025-XX

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENT
FOR AMBER FIELDS 4TH ADDITION
CITY PROJECT 2022-17**

WHEREAS, the developer has requested the City accept the public improvements, and;

WHEREAS, the developer has provided final close out documents and as-built record drawings.

BE IT RESOLVED, by the City Council of the City of Rosemount, Minnesota. The work completed under said agreement is hereby accepted for perpetual maintenance and ownership.

ADOPTED this 16th day of December 2025.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

Memorandum

To: Brian Erickson, PE, City Engineer
Nick Egger, PE, Public Works Director
City of Rosemount

From: Amanda Sachi, PE, Project Engineer WSB

Date: December 10, 2025

Re: Amber Fields 4th and 9th Additions Street and Utility Construction
WSB Project No. 020570-000

The City of Rosemount is in the process of closing out and accepting the street and utility improvements for Amber Fields 4th and 9th Additions Street and Utility Construction Projects.

The improvements consisted of sanitary sewer extension, watermain extension, storm sewer extension and street construction of Artaine Trail, 149 Street W and 150th Street W within the Amber Fields 4th and 9th additions subdivision. The 23 Single Family lot 4th addition and 83 Single Family lot 9th addition developments were proposed by Maplewood Development Inc. and designed by Alliant Engineering, Inc. The improvements were inspected by WSB in accordance with the City's Standard Specifications and Engineering Guidelines. The public improvements were constructed by Belair Sitework Services and Nodlund Construction from September 2022 to Fall of 2025.

WSB recommends approval and acceptance of the street and utility improvements.

Please contact me at asachi@wsbeng.com or 651-470-7477 with any comments or questions.

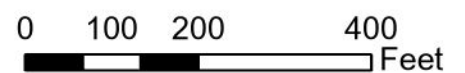
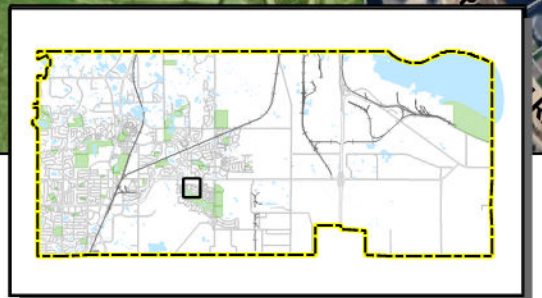
Sincerely,
WSB



Amanda Sachi, PE
Project Engineer



Amber Fields 4th Addition



**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2025-XX

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENT
FOR AMBER FIELDS 9TH ADDITION
CITY PROJECT 2023-10**

WHEREAS, the developer has requested the City accept the public improvements, and;

WHEREAS, the developer has provided final close out documents and is preparing as-built record drawings.

BE IT RESOLVED, by the City Council of the City of Rosemount, Minnesota. The work completed under said agreement is hereby accepted for perpetual maintenance and ownership contingent upon the provisions of record as-built drawings.

ADOPTED this 16th day of December 2025.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

Memorandum

To: Brian Erickson, PE, City Engineer
Nick Egger, PE, Public Works Director
City of Rosemount

From: Amanda Sachi, PE, Project Engineer WSB

Date: December 10, 2025

Re: Amber Fields 4th and 9th Additions Street and Utility Construction
WSB Project No. 020570-000

The City of Rosemount is in the process of closing out and accepting the street and utility improvements for Amber Fields 4th and 9th Additions Street and Utility Construction Projects.

The improvements consisted of sanitary sewer extension, watermain extension, storm sewer extension and street construction of Artaine Trail, 149 Street W and 150th Street W within the Amber Fields 4th and 9th additions subdivision. The 23 Single Family lot 4th addition and 83 Single Family lot 9th addition developments were proposed by Maplewood Development Inc. and designed by Alliant Engineering, Inc. The improvements were inspected by WSB in accordance with the City's Standard Specifications and Engineering Guidelines. The public improvements were constructed by Belair Sitework Services and Nodlund Construction from September 2022 to Fall of 2025.

WSB recommends approval and acceptance of the street and utility improvements.

Please contact me at asachi@wsbeng.com or 651-470-7477 with any comments or questions.

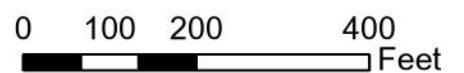
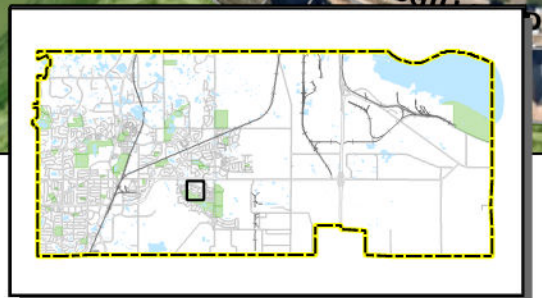
Sincerely,
WSB



Amanda Sachi, PE
Project Engineer



Amber Fields 9th Addition



City Council Regular Meeting: December 16, 2025

AGENDA ITEM: Accept Improvements - Amber Fields 5 and Amber Fields 10 Additions	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 6.o.
ATTACHMENTS: Resolution, Close Out Memo, Map, Resolution, Close Out Memo, Map	APPROVED BY: LJM
RECOMMENDED ACTION: Adopt resolutions accepting Amber Fields 5th Addition, CP 2022-18 and Amber Fields 10th Addition, CP 2023-11 public improvements for perpetual maintenance.	

BACKGROUND

Improvements installed as part of the Amber Fields 5th Addition, CP 2022-18 included streets, sanitary sewer, water main and storm sewer. Construction was completed during the 2022 construction season with wear course paved in 2025. The improvements installed as part of the Amber Fields 10th Addition, CP 2023-11, included streets, sanitary sewer, water main and storm sewer. Construction was completed during the 2023 construction season with wear course paved in 2025.

The developer has provided all required documentation for Amber Fields 5th. There some remaining administrative items for Amber Fields 10th. WSB & Associates has provided letters of recommendation for acceptance as well.

RECOMMENDATION

Upon acceptance of the work, the public improvements constructed in the Amber Fields 5th and 10th Additions shall become City property per the subdivision agreement. Staff recommends that City Council adopt the attached resolutions accepting the improvements for perpetual maintenance.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2025-XX

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENT
FOR AMBER FIELDS 5TH ADDITION
CITY PROJECT 2022-18**

WHEREAS, the developer has requested the City accept the public improvements, and;

WHEREAS, the developer has provided final close out documents and as-built record drawings.

BE IT RESOLVED, by the City Council of the City of Rosemount, Minnesota. The work completed under said agreement is hereby accepted for perpetual maintenance and ownership.

ADOPTED this 16th day of December 2025.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

Memorandum

To: Brian Erickson, PE, City Engineer
Nick Egger, PE, Public Works Director
City of Rosemount

From: Amanda Sachi, PE, Project Engineer WSB

Date: December 10, 2025

Re: Amber Fields 5th and 10th Additions Street and Utility Construction
WSB Project No. 020605-000

The City of Rosemount is in the process of closing out and accepting the street and utility improvements for Amber Fields 5th and 10th Additions Street and Utility Construction Projects.

The improvements consisted of sanitary sewer extension, watermain extension, storm sewer extension and street construction of Ardgillan Road, 149th Street W, 150th Street W and 151st Street W within the Amber Fields 5th and 10th additions subdivision. The 48 Single Family lot 5th addition and 75 Single Family lot 10th addition development was proposed by Maplewood Development Inc. and designed by Alliant Engineering, Inc. The improvements were inspected by WSB in accordance with the City's Standard Specifications and Engineering Guidelines. The public improvements were constructed by Belair Sitework Services and Park Construction from September 2022 to Fall of 2025.

WSB recommends approval and acceptance of the street and utility improvements.

Please contact me at asachi@wsbeng.com or 651-470-7477 with any comments or questions.

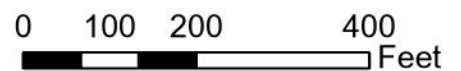
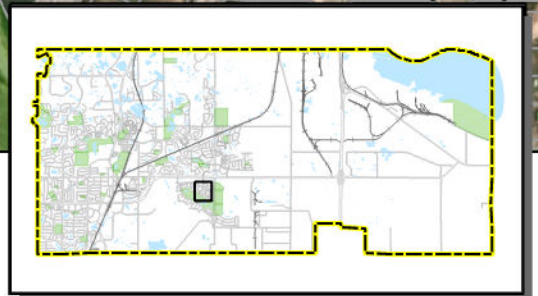
Sincerely,
WSB



Amanda Sachi, PE
Project Engineer



Amber Fields 5th Addition



**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2025-XX

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENT
FOR AMBER FIELDS 10TH ADDITION
CITY PROJECT 2023-11**

WHEREAS, the developer has requested the City accept the public improvements, and;

WHEREAS, the developer has provided final close out documents and is preparing as-built record drawings.

BE IT RESOLVED, by the City Council of the City of Rosemount, Minnesota. The work completed under said agreement is hereby accepted for perpetual maintenance and ownership contingent upon the provisions of record as-built drawings.

ADOPTED this 16th day of December 2025.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

Memorandum

To: Brian Erickson, PE, City Engineer
Nick Egger, PE, Public Works Director
City of Rosemount

From: Amanda Sachi, PE, Project Engineer WSB

Date: December 10, 2025

Re: Amber Fields 5th and 10th Additions Street and Utility Construction
WSB Project No. 020605-000

The City of Rosemount is in the process of closing out and accepting the street and utility improvements for Amber Fields 5th and 10th Additions Street and Utility Construction Projects.

The improvements consisted of sanitary sewer extension, watermain extension, storm sewer extension and street construction of Ardgillan Road, 149th Street W, 150th Street W and 151st Street W within the Amber Fields 5th and 10th additions subdivision. The 48 Single Family lot 5th addition and 75 Single Family lot 10th addition development was proposed by Maplewood Development Inc. and designed by Alliant Engineering, Inc. The improvements were inspected by WSB in accordance with the City's Standard Specifications and Engineering Guidelines. The public improvements were constructed by Belair Sitework Services and Park Construction from September 2022 to Fall of 2025.

WSB recommends approval and acceptance of the street and utility improvements.

Please contact me at asachi@wsbeng.com or 651-470-7477 with any comments or questions.

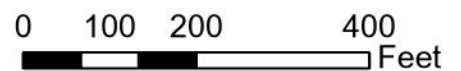
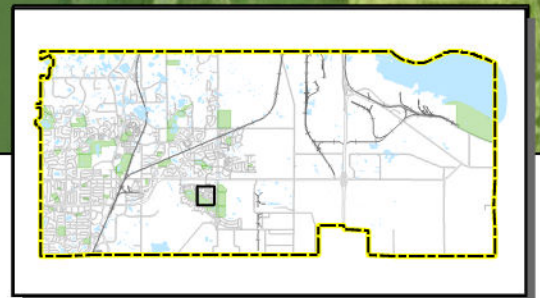
Sincerely,
WSB



Amanda Sachi, PE
Project Engineer



Amber Fields 10th Addition



City Council Regular Meeting: December 16, 2025

AGENDA ITEM: Accept Improvements - Amber Fields 8 Addition	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 6.p.
ATTACHMENTS: Resolution, Close Out Memo, Map	APPROVED BY: LJM
RECOMMENDED ACTION: Adopt resolution accepting Amber Fields 8 Addition, CP 2022-28 public improvements for perpetual maintenance.	

BACKGROUND

Improvements installed as part of the Amber Fields 8 Addition, CP 2022-28 included private street, water main, sanitary sewer and stormwater infrastructure in what is now the Commercial Road extension between Abbeyfield Avenue and Akron Avenue. Construction was completed during the 2024 construction season.

The developer has provided all required documentation for Amber Fields 8. WSB & Associates has provided a letter of recommendation for acceptance as well.

RECOMMENDATION

Upon acceptance of the work, the public improvements constructed in the Amber Fields 8th Addition shall become City property per the subdivision agreement. Staff recommends that City Council adopt the attached resolution accepting the improvements for perpetual maintenance.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2025-XX

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENT
FOR AMBER FIELDS 8TH ADDITION
CITY PROJECT 2022-28**

WHEREAS, the developer has requested the City accept the public improvements, and;

WHEREAS, the developer has provided final close out documents and as-built record drawings.

BE IT RESOLVED, by the City Council of the City of Rosemount, Minnesota. The work completed under said agreement is hereby accepted for perpetual maintenance and ownership.

ADOPTED this 16th day of December 2025.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

Memorandum

To: Brian Erickson, PE, City Engineer
Nick Egger, PE, Public Works Director
City of Rosemount

From: Amanda Sachi, PE, Project Engineer WSB

Date: November 26, 2025

Re: Real Estate Equities/Amber Fields 8th Addition Street and Utility Construction
WSB Project No. 021513-000

The City of Rosemount is in the process of closing out and accepting the street and utility improvements for the Real Estate Equities Street and Utility Construction Project. This project is also known as the Amber Fields 8th Addition as well as The Landings at Amber Fields.

The improvements consisted of sanitary sewer extension, watermain extension, storm sewer improvements and street construction of, what is now known as, commercial public road within the Amber Fields 8th Addition subdivision. The development was proposed by Real Estate Equities Developments and was designed by Alliant Engineering, Inc. The improvements were inspected by WSB in accordance with the City's Standard Specifications and Engineering Guidelines. The public improvements were constructed by Bid D Construction with utilities installed by Belair Builders Inc. from Spring 2023 to Spring of 2025.

WSB recommends approval and acceptance of the street and utility improvements.

Please contact me at asachi@wsbeng.com or 651-470-7477 with any comments or questions.

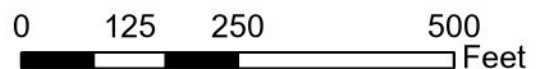
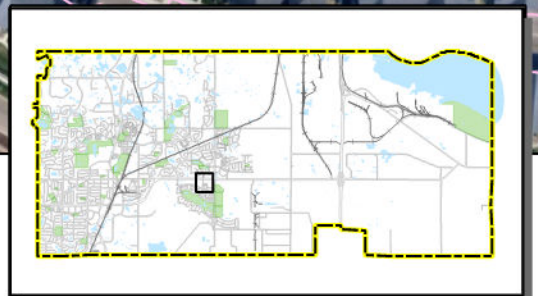
Sincerely,
WSB



Amanda Sachi, PE
Project Engineer



Amber Fields 8th Addition



City Council Regular Meeting: December 16, 2025

Tentative City Council Meeting: December 16, 2025

AGENDA ITEM:	Request by Frattalone Companies, Inc. for renewal of its Small-Scale Mineral Extraction Permit for 2026 and 2027	AGENDA SECTION:	CONSENT AGENDA
PREPARED BY:	Julia Hogan, Planner	AGENDA NO.	6.q.
ATTACHMENTS:	Site Location, 2026 & 2027 Mineral Extraction Permit , Applicants Narrative, Existing Conditions Site Plan , Reclamation Plan, Site Photos, Aerial Imagery, Panoramic Imagery	APPROVED BY:	LJM
RECOMMENDED ACTION: Motion to approve the renewal of the Frattalone Companies, Inc. Small Scale Mineral Extraction Permit for 2026 and 2027, subject to the terms and conditions in the attached 2026 and 2027 Conditions for Mineral Extraction.			

BACKGROUND

Applicant & Property Owner(s):	Frattalone Companies, Inc., 3205 Spruce Street, Saint Paul, Minnesota
Location:	Immediately west of Emery Avenue along CSAH 42
Area:	73.39 Acres (overall site); 26.08 (active mining area)
Comp. Guide Plan Designation:	CC-Community Commercial, MDR-Medium Density Residential, HDR-High Density Residential
Current Zoning:	A2 – Agricultural

The City Council is being asked to consider a request from Frattalone Companies, Inc. for renewal of a small-scale mineral extraction permit that is located on a 73.39-acre parcel immediately west of Emery Avenue and south of County Highway 42. This small-scale mineral extraction operation was approved by the City Council in May 2023. Small Scale Mineral Extraction is permitted in the city as an Interim Use within specified areas, and the permit for such uses expires after two years. Prior to the zoning code update, which was adopted in June 2024, the term for mineral extraction IUPs was a single year. Due to the desire to stagger the mineral extraction permitting process for current sites, the Frattalone Companies, Inc. site received a one-year permit renewal for 2025 with the intention of the proposed renewal of the permit being two years in length.

The Planning Commission and staff are recommending approval of the renewal request for 2026 and 2027 based upon a review of the information submitted by the applicant, the mineral extraction standards in Section 11-6-4 M. of the City Code, and the attached permit.

PLANNING COMMISSION ACTION

The Planning Commission held a public hearing during its regular meeting on November 25, 2025, to review the request and receive public comment. No comments were received by the Commission, and it was voted unanimously to recommend Frattalone Companies, Inc. Small Scale Mineral Extraction Permit be renewed for 2026 and 2027.

BACKGROUND

The applicant, Frattalone Companies, Inc., owns a construction and excavation business in Little Canada and received approval to establish a mineral extraction site along Highway 42 in Rosemount back in 2023. Because the mineral extraction use will be closely tied to the applicant's primary business, there will be limited sales of materials to outside projects from the mine. The applicant provided a detailed application packet for the mining operation with their initial submittal.

The mineral extraction site is located along the western frontage of Emery Avenue and south of County Highway 42 (145th Street East). Similar to other neighboring properties along Highway 42, there is a 45–50 foot rise in height between the northern and southerly property lines, with a steep ridge that provides a break/transition between the lower portions of the property along Highway 42 and the higher elevations to the south. Other than the ridge, most of the site is gently rolling, but relatively flat.

There are currently no structures on the site, which was used for agricultural fields for many years, similar to much of the surrounding land. The other uses in the area include single-family residences southeast of the site, and the Danner and Bolander mineral extraction uses to the west. The applicant's mine shares a common border with Bolander, and as excavation occurs in both gravel pits along this boundary, the final grades for each mine will likely be adjusted to match each other. This shared lot line approach has been used on the other side of the Bolander operation (adjacent to Danner) and the final reclamation plans may be able to eliminate the western slope as currently shown. Because the boundary is within the latter phases of the Bolander mining permit, the reclamation plan should continue to show the slope as proposed until Bolander progresses to its later stages.

The extraction activity will take place on 26.08 acres in the southern portion of the site in accordance with the "mine boundary" depicted in the mining plan and the current active mining area is 9.7 acres. The applicant initially proposed primary access to the active mining area via a new driveway from Highway 42 running along the western property boarder and secondary access was shown off of Emery Avenue near the northeast portion of the mining area. Due to the denial of the entrance permit for access onto County Road 42 by Dakota County, the access entrance to the site was constructed off of Emery Avenue.

Mining will occur over two phases, generally moving from the east to the west on the southern portion of the property. Excavation will lower the active mining portions of the site to the 840-850 elevation range, which represents a cut of roughly 40 feet across the active mining part of the site. The proposed final grades as depicted on the reclamation plan will bring the southern portion of the property very close to the elevation of the northern part of the property. Essentially, the applicant is proposing to excavate into the ridgeline and maintain these grades (with a slight incline) throughout the mine. The phases have been developed to comply with the City's extraction requirements that each phase be no

more than 15 acres in size. The applicant had initially stated that they anticipate removing 100,000 cubic yards of material per year, which corresponds to an operational life of the facility of 16 years.

The applicant has provided an update on the activity that has been occurring on site since its previous approval. In 2023, no material was extracted from the site. In 2024, 22,475 cubic yards of material was extracted from the site during quarter 3, and it was estimated that 30,000 cubic yards of material was extracted during quarter four of 2024. During the first 3 quarters of 2025, about 127,076 cubic yards of material was extracted from the site. There have been no cubic yards of imported material brought onto the site this year. Mining initially occurred on the northern portion of the site in Phase 1 and the applicant plans to continue mining in Phase 1 with plans to work their way south.

ISSUE ANALYSIS

Aggregate mining is reviewed through an interim use permit, which is a Quasi-Judicial action. As such, the City has a set of standards and requirements for review. Generally, if the applications meet the ordinance requirements, they must be approved. The standards and requirements for this mineral extraction are detailed in Section 11-6-4 M. of the Zoning Ordinance and the attached Mineral Extraction permit.

The subject property is zoned A2 – Agricultural and meets or exceeds the applicable performance standards for small-scale mineral extraction. Small scale mineral extraction is listed as an interim use within the A-2 – Agricultural district. The table below details the current land use, zoning, and future land use information for the surrounding properties. These properties are all currently zoned Agricultural and are located within the 2040 Metropolitan Urban Service Area (MUSA). The 2040 Future Land Use Map anticipates a mixture of residential and commercial uses in this area.

Surrounding Land Use and Zoning Information			
Direction	Current Land Use	Zoning	Guided Land Use
North	Agriculture	A-2 - Agricultural	CC - Community Commercial
South	Agriculture	A-1 - Agricultural Preserve	LDR – Low Density Residential
East	Agriculture	A-2 - Agricultural	CC- Community Commercial MDR - Medium Density Residential HDR - High Density Residential
West	Agriculture/Mining	A-2 Agricultural	CC - Community Commercial LDR - Low Density Residential MDR - Medium Density Residential

The 2040 Comprehensive Plan designates commercial development at the intersection of Emery

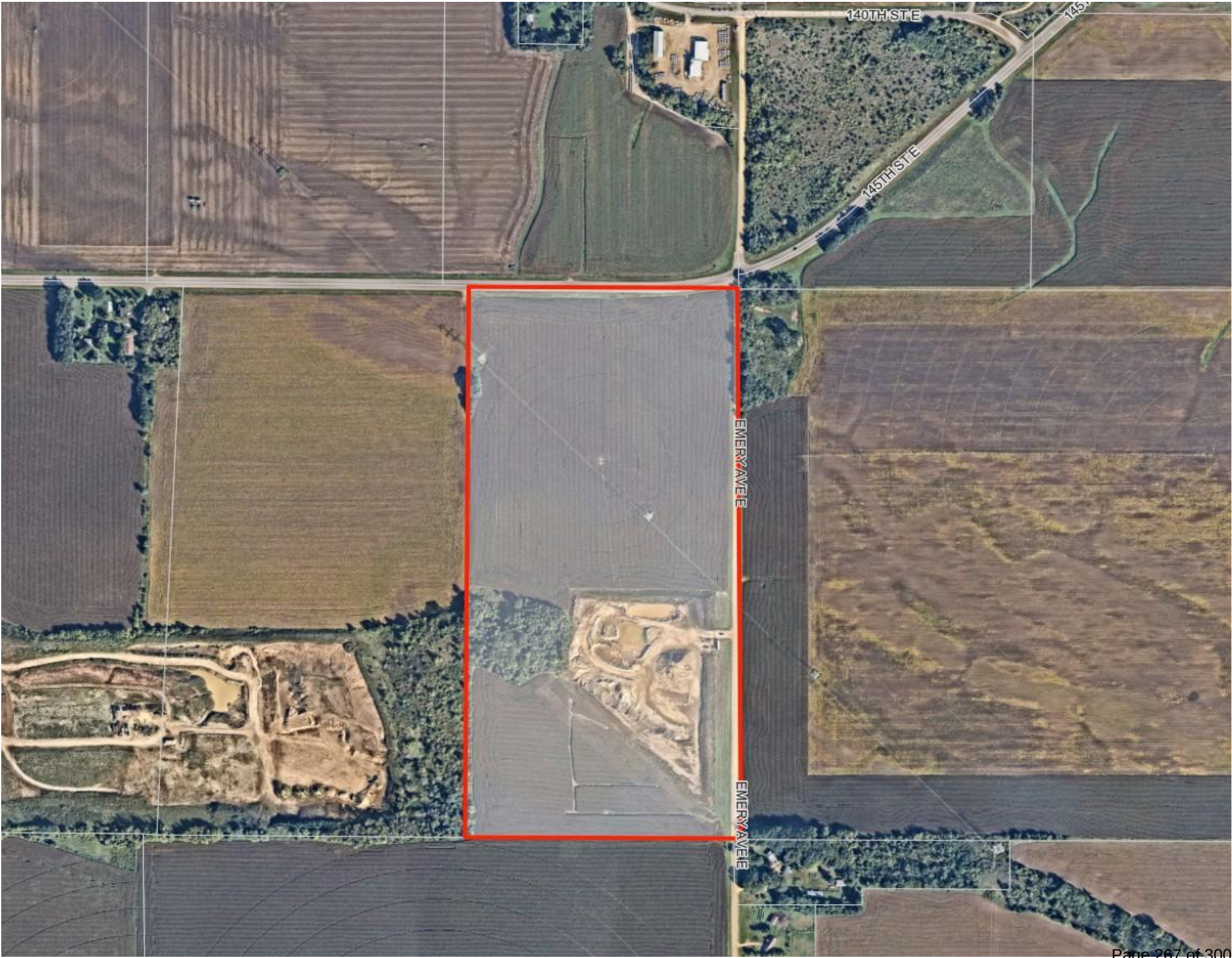
Avenue and County Road 42, while medium- and high-density residential development is designated over the proposed mining and grading area. Future reclamation of the site will need to be performed before an impacted area may be developed for housing. Because of the site's location further east of 52, the development staging of properties in the area should not create as much of an impact on the timing of mining operations in the future as it would on the mining operations to the west, such as the Steiniger pit.

The water table is located at an approximate elevation of 800 feet or lower based on information provided by Dakota County, and the lowest mining elevation is well above that number. Throughout the majority of the site, there will be approximately 40 feet between the bottom of the mine and groundwater, which is consistent with other mines in the vicinity.

As a part of the annual review of all mineral extraction permits, staff performs an inspection of the site and consults with the Rosemount Police Department regarding any police activity. No ordinance or permit condition violations were apparent during the inspection, and police records found no incidents at the subject property during 2025.

RECOMMENDATION

The Planning Commission and staff are recommending approval of this request based upon a review of the information submitted by the applicant, the mineral extraction standards in Section 11-6-4 M. of the City Code, and the attached permit with conditions of approval.



Mineral Extraction Permit
2026 and 2027 Conditions for Small Scale Mineral Extraction Permit
FRATTALONE COMPANIES, INC.

- A Frattalone Companies Inc., hereinafter referred to as the “Property Owner”, shall sign a written consent to these conditions binding itself and its successors or assigns to the conditions of said permit.
- B The property Owner shall comply with all terms of this permit as well as the standards for mineral extraction listed in Section 11-6-4 M. of the City Code.
- C This permit is granted for the area designated as Phase 1 (approximately 15 acres) on Exhibit A, Mineral Extraction Permit Mine Plan, which is attached hereto as an exhibit. Regrading and reclamation shall occur in the area designated Phase 1 on Exhibit A in accordance with the requirement of Section 11-6-4 M.4 of the City Code. Reclamation is not expected to occur in the 2026 and 2027 calendar years,
- D The term of the permit shall extend from the date approved by the City Council until December 31, 2027, unless revoked prior to that for failure to comply with the permit requirements. An Annual Mining Permit fee shall be paid to the City of Rosemount.
- E All required permits from the State of Minnesota, County of Dakota and City of Rosemount (hereinafter "City") or any of their agencies shall be obtained and submitted to the City prior to the issuance of the permit. Failure by the Property Owner to comply with the terms and conditions of any of the permits required under this paragraph shall be grounds for the City to terminate said mining permit.
- F The final grading for the permit area shall be completed in accordance with the Final Reclamation Plan, attached as Exhibit B, or as approved by the City Engineer, and any other conditions that may be imposed by the City from time to time.
- G Primary access to the site by all gravel trucks and other mining related traffic shall be from Emery Avenue. It shall be the Property Owner's responsibility to obtain any access permits or easements necessary for ingress and egress. The location of the accesses and/or easements for ingress and egress shall be subject to approval by the City, as well as the County Highway Department if any changes occur relative to the mining process.
- H A plan for dust control shall be implemented and subject to approval by the City. The Property Owner shall clean dirt and debris from extraction or hauling operations related to the Mineral Extraction Permit from streets. After the Property Owner has received 24-hour verbal notice, the City may complete or contract to complete the clean-up at the Property Owner's expense. In the event of a traffic hazard as determined by the Public Works Director or Rosemount Police Department, the City may proceed immediately to complete or contract cleanup at Property Owner's expense without prior notification.
- I The surface water drainage of the mining area shall not be altered so as to interfere, contaminate, or otherwise affect the natural drainage of adjacent property.
- J No topsoil shall be removed from the site and the Property Owner shall take necessary measures to prevent erosion of the stockpiled topsoil. The location of the stockpiled topsoil shall be as indicated on Exhibit A.

- K Any costs incurred now or in the future in changing the location of existing public or private utilities including but not limited to pipelines, transmission structures and sewer infrastructure located within the permit area shall be the sole obligation and expense of the Property Owner.
- L All costs of processing the permit, including but not limited to planning fees, engineering fees and legal fees, shall be paid by the Property Owner prior to the issuance of the permit. The Property Owner shall reimburse the City for the cost of periodic inspections by the City Engineer or any other City employee for the purpose of insuring that conditions of the permit are being satisfied. The Property Owner agrees to reimburse the City for any other costs incurred as a result of the granting or enforcing of the permit.
- M The daily hours of operation for the mining area shall be limited to 7:00 a.m. to 7:00 p.m. Monday through Saturday, subject, however, to being changed by the City Council.
- N The Property Owner shall deposit with the Planning Department a surety bond or cash escrow in the amount of Seven Thousand Five Hundred Dollars per acre (\$7,500.00/acre) of active phase in favor of the City for the cost of restoration, regrading and/or revegetating land disturbed by mining activities and to assure compliance with these conditions by the Property Owner. The required surety bonds must be:
- (1) With good and sufficient surety by a surety company authorized to do business in the State of Minnesota with the right of the surety company to cancel the same only upon at least thirty (30) days written notice to the permit holder and the City.
 - (2) Satisfactory to the City Attorney in form and substance.
 - (3) Conditioned that the Property Owner will faithfully comply with all the terms, conditions and requirements of the permit; all rules, regulations and requirements pursuant to the permit and as required by the City and all reasonable requirements of the City Engineer, or any other City officials.
 - (4) Conditioned that the Property Owner will secure the City and its officers harmless against any and all claims, or for which the City, the Council or any City officer may be made liable by reason of any accident or injury to persons or property through the fault of the Property Owner.
 - (5) The surety bond or cash escrow shall remain in effect from January 1, 2026, to July 31, 2028 .

Upon thirty (30) days' notice to the permit holder and surety company, the City may reduce or increase the amount of the bond or cash escrow during the term of this permit in order to insure that the City is adequately protected.

- O. The Property Owner shall furnish a certificate of comprehensive general liability insurance issued by insurers duly licensed within the State of Minnesota in an amount of at least Five Hundred Thousand and no/100 (\$500,000.00) Dollars for injury or death of any one person in any one occurrence, bodily injury liability in an amount of at least One Million Five Hundred Thousand and no/100 (\$1,500,000.00) Dollars and property damage liability in an amount of at least Two Hundred Fifty Thousand and no/100 (\$250,000.00) Dollars arising out of any one occurrence. The policy of insurance shall name the City as an additional insured and shall remain in effect from January 1, 2026 to July 31, 2028.
- P. The storage of equipment (unrelated to the sand and gravel mining and processing), manure, construction debris, or hazardous materials of any kind shall not be permitted on site. The placement of construction debris, manure, asphalt in any form or hazardous materials within the pit as fill shall be strictly prohibited.
- Q. No processing or mixing of materials shall occur on the site, except as approved by the Dakota County Environmental Management Department as incidental to a sand and gravel mining operation. Any such activities will be enclosed with snow or cyclone fencing or as approved by City staff. Construction of any ponding areas, wash plants or other processing or equipment brought to the site shall require additional site and grading plan information subject to review and approval of the City Engineer.

- R. The Property Owner shall hold the City harmless from all claims or causes of action that may result from the granting of the permit. The Property Owner shall indemnify the City for all costs, damages or expenses, including but not limited to attorney's fees that the City may pay or incur in consequence of such claims.
- S. The Property Owner shall comply with such other requirements of the City Council as it shall from time to time deem proper and necessary for the protection of the citizens and general welfare of the community.
- T. Complete mining and reclamation is required in all phases before any additional mining is authorized. Modifications or expansion of the mining areas must be approved in writing to the City. Property Owner shall submit to the City semiannually a written report indicating the amount of material extracted from the site for the prior six-month period.
- U. The Property Owner shall incorporate best management practices for controlling erosion and storm water runoff as specified by the Minnesota Pollution Control Agency and the United States Environmental Protection Agency.
- V. Reclamation shall include the replacement of the entire stockpile of topsoil on the mined area, reseeding and mulching necessary to re-establish vegetative cover for permanent slope stabilization and erosion control. The minimum depth of topsoil shall not be less than two inches after reclamation. No restored slopes may exceed a gradient of 25% or four to 1 (4:1).
- W. The Property Owner must show how materials stockpiled for recycling will be processed and inform the City of all stockpiled materials.
- X. The Property Owner may not assign this permit without written approval of the City. The Property Owner will be responsible for all requirements of this permit and all City ordinances on the licensed premises for the permit period unless the Property Owner gives sixty (60) days prior written notice to the City of termination and surrenders the permit to the City. The Property Owner shall identify all Operators prior to their commencement of mineral extraction-related activities in the pit area. The City shall have the authority to cause all mineral extraction activities to cease at any time there is an apparent breach of the terms of this Permit.
- Y. The Property Owner shall install and maintain a "stock" gate (or equivalent) at the entrance to the property where the mining operation is located. The gate must be secured at 7:00 p.m. and at any time the pit is not in use.
- Z. There shall be no "haul-back" of materials from any other property or job site that would be imported to the property for fill or other purposes other than incidental concrete recycling as referred to in paragraphs Q, W, and topsoil imported for the purpose of re-establishing turf as accepted by the City.
- AA. Mining to the elevation of 840 feet above mean sea level provided that the site is reclaimed to the elevation shown on Exhibit A with haul-back, clean-fill material. In no instance shall mining occur in the groundwater aquifer.
- CC. Blasting or the use of explosives is prohibited.
- DD. Truck operators within the pit area shall not engage in practices involving slamming tailgates, vibrating boxes, using of "jake" or engine brakes (except in emergency situations) or other such activities that result in excessive noise.

EE. The City of Rosemount shall have the ability to collect independent soil and water samples.

FF. The operator shall install and maintain "No Trespassing" signs consistent with the standards outlined in Minnesota State Statute 609.605.

Frattalone Companies, Inc., Property Owner, hereby consents and agrees to the foregoing conditions of said mining permit.

IN WITNESS WHEREOF, the Property Owner has hereunto set his hand this ____ day of _____, 20__.

Frattalone Companies, INC.

By: _____

Its: _____

STATE OF MINNESOTA)
) §
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, on behalf of Frattalone Companies, Inc., Property Owner.

Notary Public



• Earthwork • Demolition • Utilities

October 27, 2025

Mr. Anthony Nemcek
City of Rosemount
2875 145th Street West
Rosemount, MN 55068-4997

RE: Application for Renewal of Small-Scale Mineral Extraction Permit for Berger Pit 2026

Dear Mr. Nemcek:

Please find enclosed our application for renewal of the current permit for the Berger Pit on Emery Avenue.

During the first 3 quarters of 2025, we removed 127,076 cubic yards of material. The majority of this was used within the City at the Meta Data Center project.

We have not imported any material to date.

Our plan is to continue mining Phase 1 in a southerly direction.

We have included a current aerial drone photo of the pit, current topography of the mining area and a check in the amount of \$370 for the renewal fee. Our originally submitted plans and supporting information are on file.

We ask to be included for consideration on the November 25th Planning Commission Agenda.

Please feel free to call with any questions.

Regards,

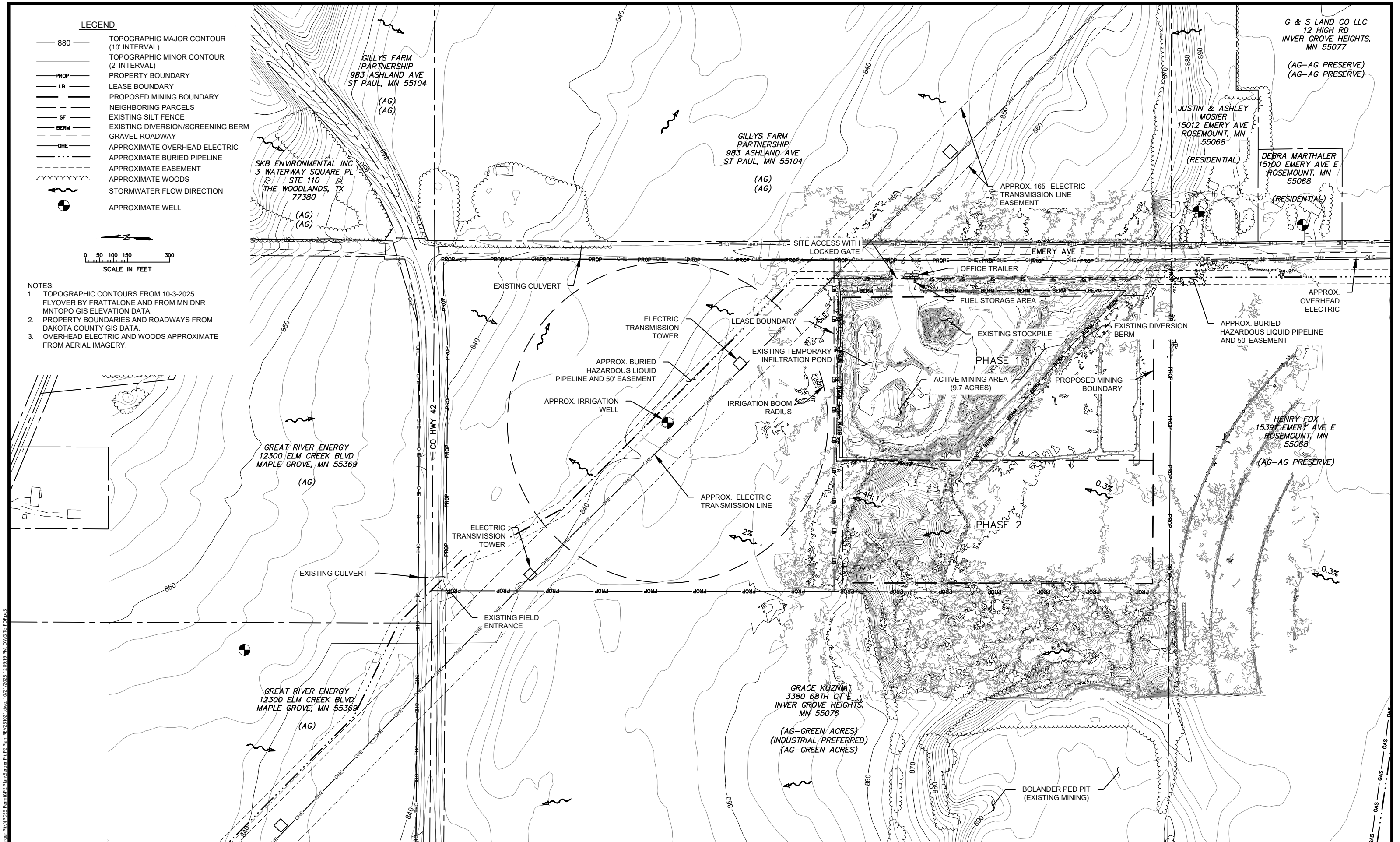
A handwritten signature in blue ink, appearing to read "Scott Spisak".

Scott A. Spisak
Business Development Manager
scotts@frattaloneco.com
651-765-1115



Frattonone Companies, Inc. – Berger Pit Aerial Imagery – 10-3-2025





- LEGEND**
- 880 TOPOGRAPHIC MAJOR CONTOUR (10' INTERVAL)
 - TOPOGRAPHIC MINOR CONTOUR (2' INTERVAL)
 - PROP PROPERTY BOUNDARY
 - LB LEASE BOUNDARY
 - PROPOSED MINING BOUNDARY
 - NEIGHBORING PARCELS
 - SF EXISTING SILT FENCE
 - BERM EXISTING DIVERSION/SCREENING BERM
 - OHE GRAVEL ROADWAY
 - APPROXIMATE OVERHEAD ELECTRIC
 - APPROXIMATE BURIED PIPELINE
 - APPROXIMATE EASEMENT
 - APPROXIMATE WOODS
 - STORMWATER FLOW DIRECTION
 - APPROXIMATE WELL

0 50 100 150 300
SCALE IN FEET

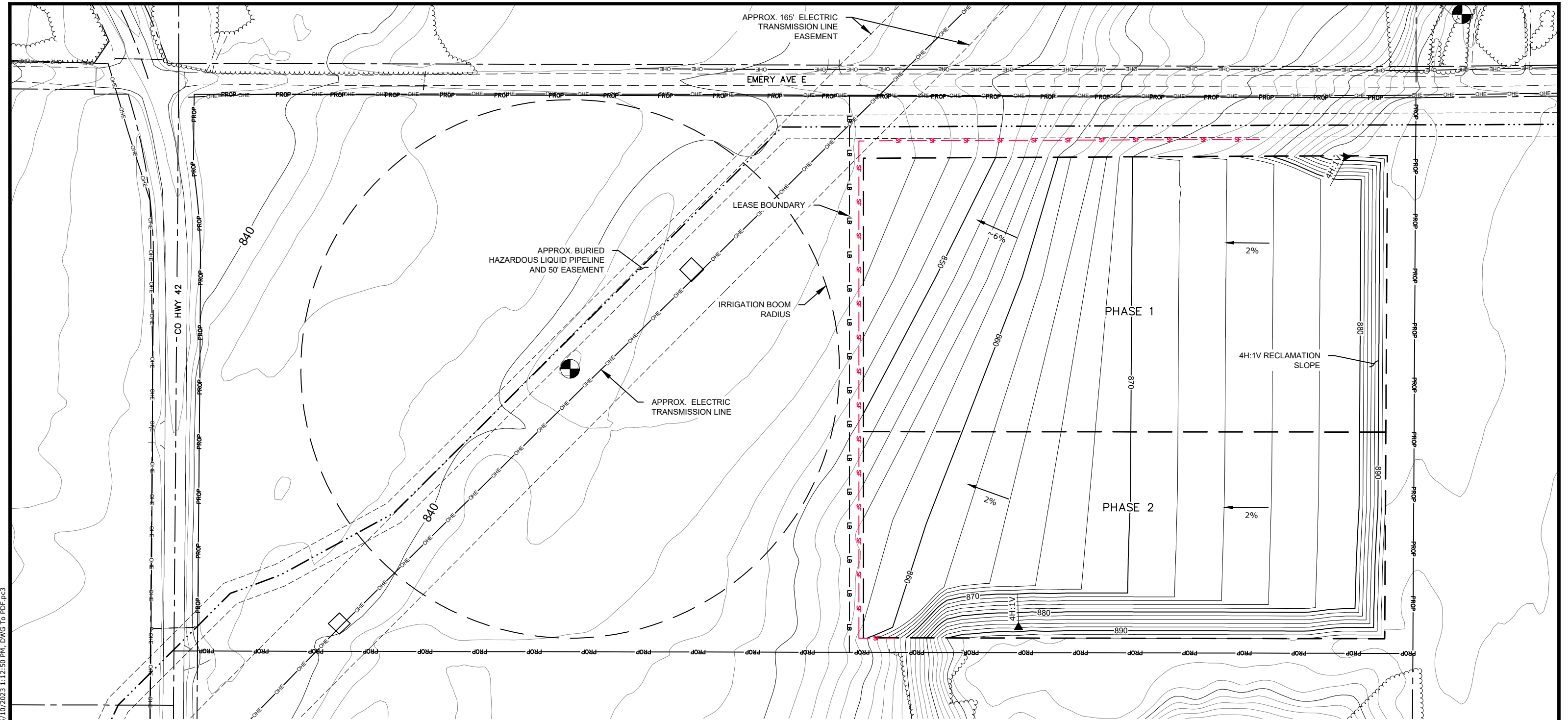
- NOTES:**
- TOPOGRAPHIC CONTOURS FROM 10-3-2025 FLYOVER BY FRATTALONE AND FROM MN DNR MNTPO GIS ELEVATION DATA.
 - PROPERTY BOUNDARIES AND ROADWAYS FROM DAKOTA COUNTY GIS DATA.
 - OVERHEAD ELECTRIC AND WOODS APPROXIMATE FROM AERIAL IMAGERY.

P:\Projects\Frattalone\Berger Pit\NIPDES Permit\2 Plan\Berger Pit 2 Plan REV251021.dwg, 10/21/2025, 12:09:19 PM, DWG, To PDF, P13

CARLSON MCCAIN 16305 36TH AVE N SUITE 600 PLYMOUTH, MN 55446 TEL (952) 346-3900 CARLSONMCCAIN.COM	I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. Signature: Date: 10/21/25 License #: 58910	Print Name: Brannon L. Peterson, PE	Drawn: BLP	Designed: BLP	Date: 10/21/25
		REV	DATE	BY	DESCRIPTION
1	3/22/23	BLP	ISSUED FOR PERMIT APPLICATION		
2	10/21/25	BLP	UPDATED TOPOGRAPHY AND EXISTING FEATURES		

FRATTALONE COMPANIES, INC. 3205 SPRUCE STREET, ST. PAUL, MN 55117	BERGER PIT ROSEMOUNT, MN	EXISTING CONDITIONS & ADJACENT LAND OWNERS (AS OF 10/3/25) POLLUTION PREVENTION PLAN	2 of 7
---	------------------------------------	--	--------

P:\Projects\Frattalone\Berger Pit\NPDES Permit\22 Plan.dwg, 5/10/2023 1:12:50 PM, DWG To PDF.pc3



LEGEND

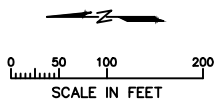
- 880 TOPOGRAPHIC MAJOR CONTOUR (10' INTERVAL)
- PROPR TOPOGRAPHIC MINOR CONTOUR (2' INTERVAL)
- LB PROPERTY BOUNDARY
- MINING BOUNDARY
- NEIGHBORING PARCELS/SUBDIVISIONS
- GRAVEL ROADWAY
- OHE EXISTING OVERHEAD ELECTRIC
- APPROXIMATE BURIED PIPELINE
- APPROXIMATE EASEMENT
- APPROXIMATE WOODS
- 930 RECLAMATION MAJOR CONTOUR (10' INTERVAL)
- RECLAMATION MINOR CONTOUR (2' INTERVAL)
- SF PROPOSED SILT FENCE
- APPROXIMATE WELL

NOTES:

1. INSTALL SILT FENCE, AS NECESSARY, ALONG ALL DOWNSTREAM PERIMETERS OF RECLAMATION ACTIVITIES.
2. ALL TEMPORARY ACCESS ROADS SHALL BE SALVAGED AND REMOVED FROM THE SITE.
3. ALL RECLAIMED AREAS SHALL RECEIVE A MINIMUM OF 6" OF TOPSOIL.

1. TURF ESTABLISHMENT SHALL APPLY TO ALL DISTURBED AREAS AND SHALL BE ACCORDING TO MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION (LATEST EDITION) EXCEPT AS MODIFIED BELOW.
2. TURF ESTABLISHMENT SHALL OCCUR AS SOON AS POSSIBLE BUT IN NO CASE NO MORE THAN 14 DAYS AFTER FINAL LAND GRADING ACTIVITIES.
3. SEED: MNDOT MIXTURE 32-241 AT 38 POUNDS PER ACRE OR 35-241 AT 36.5 POUNDS PER ACRE.
4. DORMANT SEED: SHALL BE APPLIED AT TWICE THE NORMAL RATE AFTER NOVEMBER 1ST.
5. MULCH: TYPE 1 AT 2 TONS PER ACRE (DISK ANCHORED).
6. FERTILIZER: TYPE AND RATE TO BE DETERMINED FROM TOPSOIL TESTING..

1 TURF ESTABLISHMENT
4 NO SCALE



15650 36TH AVE N
SUITE 110
PLYMOUTH, MN 55446
TEL (952) 346-3900
FAX (952) 346-3901
CARLSONMCGAIN.COM

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

Print Name: Brannon L. Peterson, PE

Signature: *Brannon L. Peterson*

Date: 5/10/23 License #: 58910

Drawn: BLP

Designed: BLP

Date: 5/10/23

REV	DATE	BY	DESCRIPTION
1	3/22/23	BLP	ISSUED FOR PERMIT APPLICATION
2	5/10/23	BLP	UPDATED PER CITY COMMENTS

FRATTALONE COMPANIES, INC.
3205 SPRUCE STREET, ST. PAUL, MN 55117

BERGER PIT
ROSEMOUNT, MN

RECLAMATION PLAN
POLLUTION PREVENTION PLAN

4 of 7





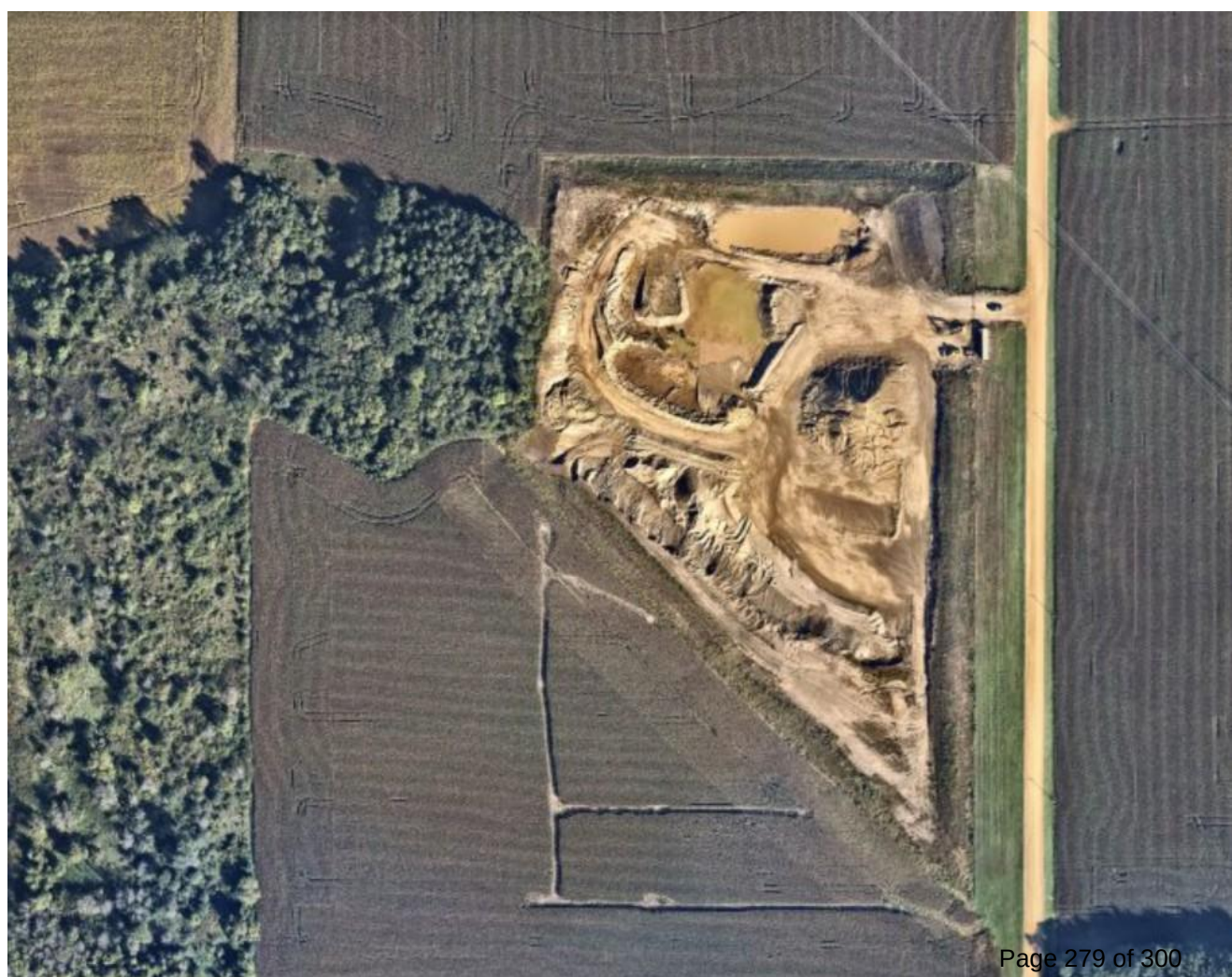




October
2024



September
2025





April 2024



May 2025

City Council Regular Meeting: December 16, 2025

AGENDA ITEM: 2026-2035 Capital Improvement Plan	AGENDA SECTION: NEW BUSINESS
PREPARED BY: Teah Malecha, Administrative Services Director Logan Martin, City Administrator	AGENDA NO. 9.a.
ATTACHMENTS: 2026-2035 Capital Improvement Plan	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to adopt the attached 10-year Capital Improvement Plan for 2026-2035	

BACKGROUND

As part of the budget process, staff completed a review and update to the City's ten-year Capital Improvement Plan (CIP). The three major CIP funds include Streets, Equipment, and Buildings/Facilities. The Park Improvement fund and Utility funds are also included. By engaging in a comprehensive capital planning process, the City is able to anticipate and save for large expenditures while ensuring that funds allocated towards these areas remain consistent. Years further removed from 2026 serve as a planning and budgeting exercise, as priorities and needs are regularly modified over the years.

The CIP was presented to the Parks & Natural Resources Commission this fall and recommended approval. It was also reviewed at a City Council Work Session. The long-term funding projection for these funds has been discussed, as some funds are at a point where additional contributions will be needed. Staff discussed with Council the opportunity to assign future General Fund excess balances to these accounts.

Many of the significant projects shown address improvements to the City's park system, equipment purchases, roadway infrastructure, and utility projects associated with anticipated development. The major highlights are shown below.

Parks & Recreation Projects

The City's CIP continues to show investment in the parks and trails system, both to improve the current system and install amenities in new neighborhoods.

- Purchase land for Indoor Recreation Facility (\$600,000)
- Demolition of former PW Building to support Central Park expansion (\$200,000)
- Construction of UMore Baseball fields Phase 1 (\$1,000,000)
- JPA with RAAA to construct a leased Storage Building (\$500,000)
- Design of a new park in Caramore neighborhood (\$50,000)
- Construction of Bonaire Path Trail (\$650,000)

- Construction of the Dunmore Greenway Trail (\$550,000)

Major Road Projects

- 2026 Street Improvement Program for the Geronimo Pond area (\$3,660,000)
- Pedestrian Safety Enhancement Program (\$225,000)
- Trail Pavement Management Program (\$150,000)
- Stormwater Management Program (Cormorant Pond construction) (\$420,000)

Equipment and Fleet

Many of the City's vehicles fall under a leasing program, and no replacements of non-leased vehicles are included in the CIP for 2026.

Public Works & Utility Projects

Some key utility projects have been identified in the CIP. Projects are driven by the addition of developments (and funded by developers in that instance), so the actual construction year is estimated.

- Blaine Ave. Sanitary Sewer upgrades in 2027 (\$1,750,000)
- New Water Tower at Blaine & Hwy 42 in 2028 (\$7,200,000)

Additional Projects

- Fire Station 2 remodel (to support duty crews) (\$3,500,000)

The timing of some of the projects is contingent upon needs as development continues throughout the City. The CIP is updated annually to ensure that annual changes are taken into account.

RECOMMENDATION

Staff recommends the Council review the proposed projects and approve the attached 10-year Capital Improvement Plan for 2026-2035.

CAPITAL IMPROVEMENT PLAN

2026-2035



ROSEMOUNT

SPIRIT OF PRIDE AND PROGRESS

10-Year Capital Improvement Plan (CIP)

Background

Historically, the City of Rosemount has typically had a 5-year CIP in place to utilize for its capital improvements. There have been times where just a single year's capital improvements have been addressed and funded. As the City continues to grow, we believe that the careful development and continuous utilization of a realistic Capital Improvement Plan is essential to the proper management of the City. As we looked at developing a new 5-year CIP, it became apparent that the dilemma that the City of Rosemount faces is one of continued growth combined with restoration/reconstruction of the older portions of our city. This being the case, it was almost impossible to develop a plan for a 5-year period that was very realistic. As work continued on the plan, we decided to explore the possibility of looking out farther and developing a longer plan that would more realistically allow us to plan for the City's future. This evolved into a 10-year Capital Improvement Plan. We believe that great strides have been made to more accurately plan for the future of the City of Rosemount. This document is only a working guide that is utilized by the City Council and its staff to prepare for the future. The first year of the plan will be included as part of the formal budget that is prepared yearly as part of our Truth-in-Taxation process with the following years developed as a working tool for future years' discussions.

General / Administrative

The CIP provides for specific funding of items, the nature of which is not considered "current" in their use or life expectancy. These items are generally of a higher estimated cost than \$5,000 and will have a life expectancy of three years or greater. The source of funding for these expenditures is typically the general tax levy. In some instances, other funding is utilized. For example, beginning in 1996, revenues received from user fees are being designated in various CIP funds for capital improvement and equipment purchases. If these revenues are realized, the equipment or project will be completed and if the revenue is not realized the equipment will not be purchased. Individual departments are designated for each item proposed for purchase in this plan.

Types of Capital Improvement Funds

Another area of change for the CIP is the implementation of three separate funds to isolate and better track the types of capital improvements being planned for. The following briefly describes each of the three:

- Building & Facilities CIP Fund - This fund is used to account for the on-going capital improvements and possible additions to government buildings and other facilities.
- Street CIP Fund - This fund is used to account for the on-going street construction and reconstruction projects within the City and all other major maintenance items related to both paved and unpaved streets including, but not limited to, street lights, signal lights, sidewalks and gravel road resurfacing.
- Equipment CIP Fund - This fund is used to account for the on-going replacement of and additions to City equipment.

																			12/10/25
Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Debt Serv Levy	Other		Total Cost
2026	1	Purchase Land for Indoor Recreation Facility	Arena														600,000	1	600,000
2026	2	City-Wide Storage	Admin Svcs			10,000													10,000
2026	3	PC Workstation Upgrades (From 2021) (Police)	Admin Svcs			37,600													37,600
2026	4	PC Workstation Upgrades (From 2021) (Fire)	Admin Svcs			28,800													28,800
2026	5	PC Workstation Upgrades (From 2021) (P.W.)	Admin Svcs			31,600													31,600
2026	6	PC Workstation Upgrades (From 2021) (GIS)	Admin Svcs			11,000													11,000
2026	7	PC Workstation Upgrades (Council, Planning Commission)	Admin Svcs			15,000													15,000
2026	8	PC Workstation - New Positions (Fire Marshal)	Admin Svcs			3,500													3,500
2026	9	City-Wide Software	Admin Svcs			25,000													25,000
2026	10	Aerial Platform Truck Replacement Payment (Year 6 of 7)	Fire			153,200													153,200
2026	11	Utility 11 Brush Conversion	Fire			30,000													30,000
2026	12	Utility 21 replacement (2003)	Fire			48,500													48,500
2026	13	Fire Marshall Squad (Pick-up w/topper)	Fire			52,000													52,000
2026	14	Fire Station 2 Remodel	Fire	3,500,000															3,500,000
2026	15	Former PW Building Demolition	Park & Rec					100,000									100,000		200,000
2026	16	Bonaire Path Trail Construction	Park & Rec					250,000									400,000		650,000
2026	17	Dunmore Greenway Construction	Park & Rec					50,000									500,000		550,000
2026	18	Design Caramore Park	Park & Rec					50,000											50,000
2026	19	Parks Master Plan Update	Park & Rec					70,000											70,000
2026	20	Storage Building	Park & Rec					500,000											500,000
2026	21	Umore Baseball field Phase 1	Park & Rec					1,000,000											1,000,000
2026	22	Replace Duty Handguns (35)	Police			21,000													21,000
2026	23	Squad Camera Video Storage (Year 5 of 6)	Police			54,250													54,250
2026	24	Body Worn Cameras and Storage	Police			32,850													32,850
2026	25	Squad Set Up and Equipment Installation	Police			105,000													105,000
2026	26	Lease Program - Year 9	Police			117,422												2	117,422
2026	27	Pedestrian Safety Enhancement Program	Pub Works		225,000														225,000
2026	28	Trail Pavement Management Program	Pub Works		150,000														150,000
2026	29	Stormwater Improvement Program (2026 - Cormorant Pond Construction)	Pub Works												420,000				420,000
2026	30	Stormwater Improvement Program (Cornell Pond Design)	Pub Works												60,000				60,000
2026	31	Lease Program - Year 9	Pub Works			175,950							43,988	43,988	29,325			2	293,250
2026	32	Mower Leases - Year 2	Pub Works			74,000													74,000
2026	33	Skid Loader	Pub Works			40,000									40,000		30,000	3	110,000
2026	34	2026 Street Improvement Program - Geronime Pond Neighborhood	Pub Works		1,780,000		960,000						270,000	325,000	325,000				3,660,000
2026	35	Paint Striper UTV	Pub Works			70,000													70,000
				3,500,000	2,155,000	1,136,672	960,000	2,020,000	0	0	0	0	313,988	368,988	874,325	0	1,630,000		12,958,972
		Total CIP Funding Requirements - Year 2026			\$6,791,672											\$0			
(#)		These items will be funded with the issuance of Equipment Certificates.							Contracted										
1		Funding comes from Arena Fund operations/reserves.			\$0				Annual Reoccurring										
2		This is a summary of the total for the year for the lease program																	
3		Other funding for Public Works equipment comes from trade-in value of old vehicles.																	
		Total Building CIP levy for 2026 is \$0. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																	
		Total Street CIP levy for 2026 is \$1,100,000. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																	
		Total Equipment CIP levy for 2026 is \$623,200. There is an additional \$290,000 coming from SKB user fees. \$153,200 is for year 6 of the Aerial Fire Truck lease-purchase. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding progr																	

																			12/10/25
Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Debt Serv Levy	Other		Total Cost
2027	1	Replace Ice Resurfacers	Arena														160,000	1	160,000
2027	2	City-Wide Storage - SAN Replacement	Admin Svcs			50,000													50,000
2027	3	City-Wide Software	Admin Svcs			25,000													25,000
2027	4	Fiber to Fire Station 1	Admin Svcs	47,000															47,000
2027	5	City Hall / Parks / Police Network Upgrades - Switch Stack CH	Admin Svcs			60,000													60,000
2027	6	Community Center Camera Additions (4)	Admin Svcs			26,000													26,000
2027	7	Steeple Center Camera Replacement (17)	Admin Svcs			50,000													50,000
2027	8	Aerial Platform Truck Replacement Payment (Year 7 of 7)	Fire			153,200													153,200
2027	9	Replace BC 1 Command Vehicle	Fire			70,000													70,000
2027	10	Replace Fire Turnout Gear Extractors and Dryers	Fire			60,000													60,000
2027	11	Replace Thermal Imaging Cameras	Fire			50,000													50,000
2027	12	Replace Brush 11 (vehicle and pump)	Fire			100,000													100,000
2027	13	Rescue 21 replacement	Fire			52,000													52,000
2027	14	Replace Engine 12 (Inc.to Full Size Engine) - Order 2027 Receive & Pay 2029	Fire			1,400,000													1,400,000
2027	15	Replace Engine 21 (Purchased in 2001) - Order 2025 Receive & Pay 2027	Fire			1,200,000													1,200,000
2027	16	SCBA Airpack Decon Washers (2)	Fire			70,000													70,000
2027	17	Steeple Center Tuck Pointing	Park & Rec	1,200,000															1,200,000
2027	18	Steeple Center Roof	Park & Rec	1,200,000															1,200,000
2027	19	Erickson Park Ballfield Renovation - phase 1	Park & Rec														1,500,000		1,500,000
2027	20	Purchase Land for Athletic Complex (80 acres)	Park & Rec														3,500,000		3,500,000
2027	21	Umore Baseball field Phase 2	Park & Rec					2,500,000									500,000		3,000,000
2027	22	Caramore Park Construction - Phase 1	Park & Rec					800,000											800,000
2027	23	Central Park Improvements	Park & Rec	600,000		600,000											600,000		1,800,000
2027	24	RCC Banquet Hall Tables and Chairs	Park & Rec			70,000											25,000		95,000
2027	25	RCC Reader Board Sign	Park & Rec	80,000															80,000
2027	26	Bearcat Refurbish	Police			100,000													100,000
2027	27	Replace Half of AED's (6)	Police			9,500													9,500
2027	28	LiveScan Fingerprint Machine	Police			20,000													20,000
2027	29	Squad Camera Video Storage	Police			52,450													52,450
2027	30	Body Worn Cameras and Storage	Police			32,450													32,450
2027	31	Squad Set Up and Equipment Installation	Police			120,000													120,000
2027	32	Lease Program - Year 10	Police			112,832												2	112,832
2027	33	Pedestrian Safety Enhancement Program	Pub Works		125,000														125,000
2027	34	2027 Street Improvements Program (Biscayne Point Neighborhood)	Pub Works		1,800,000		962,000						200,000	275,000	325,000				3,562,000
2027	35	Stormwater Improvement Program (Cornell Pond Construction)	Pub Works												250,000				250,000
2027	36	Stormwater Improvement Program (Cimmaron Court Pond Design)	Pub Works												45,000				45,000
2027	37	Lease Program - Year 10	Pub Works			190,026							47,507	47,507	31,671			2	316,710
2027	38	Mower Leases - Year 3	Pub Works			74,000													74,000
2027	39	Dump Single (Replace #8437) (2014 Vehicle)	Pub Works			170,000											40,000	3	210,000
2027	40	Sweeper (Replace #8444) (Purchased 2017)	Pub Works			110,000									110,000		20,000	3	240,000
2027	41	Blower Attachment for #8418 & #8420 (Replace #0123) (2008)	Pub Works			6,000													6,000
2027	42	Blower Attachment for #8409 (Replace #0122) (2001)	Pub Works			24,000											1,000	3	25,000
2027	43	Aerator (Replace #0157) (Purchased 2013)	Pub Works			18,000											2,000	3	20,000
2027	44	Blaine Ave Upgrades - Sanitary Sewer	Pub Works							500,000	1,250,000								1,750,000
2027	45	Sanitary Sewer Lining	Pub Works											225,000					225,000
2027	46	John Deere Trailer (Replace #0525) (Purchased 2010)	Pub Works			12,000													12,000
2027	47	Wood Chipper (Replace #8161) (Purchased 2014)	Pub Works			45,000											5,000	3	50,000
2027	48	Mini-Excavator	Pub Works			75,000													75,000
2027	49	Front End Loader (Yard Use - Loading Salt, Materials)	Pub Works			250,000													250,000
2027	50	Hydro-Seeder (Boulevard Repairs, ditch restoration)	Pub Works			110,000													110,000
2027	51	Versatile Side by Side/Gator/Articulated Machine w/Blower	Pub Works			100,000													100,000
2027	52	Test Well (Well No. 18)	Pub Works							200,000									200,000
2027	53	Dump Tandem (Replace #8434) (2013 Vehicle)	Pub Works			285,000											45,000	3	330,000
2027	54	Water Truck (Replace #8431) (2013 Vehicle)	Pub Works			205,000											20,000	3	225,000

Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Debt Serv Levy	Other		12/10/25 Total Cost
				3,127,000	1,925,000	6,157,458	962,000	3,300,000	0	700,000	1,250,000	0	247,507	547,507	761,671	0	6,258,000		25,236,142
2027																			
		Total CIP Funding Requirements - Year 2027			\$11,209,458												\$0		
(#)		These items will be funded with the issuance of Equipment Certificates.							Contracted										
1		Funding comes from Arena Fund operations/reserves.			\$0				Annual Reoccurring										
2		This is a summary of the total for the year for the lease program																	
3		Other funding for Public Works equipment comes from trade-in value of old vehicles.																	
		Total Building CIP levy for 2027 is \$0. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																	
		Total Street CIP levy for 2027 is \$1,079,702. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																	
		Total Equipment CIP levy for 2027 is \$933,200. \$153,200 is for year 7 of the Aerial Fire Truck lease-purchase. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives.																	

Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Debt Serv Levy	Other		11/17/25 Total Cost
2028	1	Replace Skate Tile	Arena														110,000	1	110,000
2028	3	City-Wide Software	Admin Svcs			25,000													25,000
2028	4	PC Workstation Upgrades (From 2023) (City Hall and Park & Rec)	Finance			100,000													100,000
2028	5	Replace Fire Turnout Gear/5 year Rotation/Complete 2nd Set Rotation	Fire			265,000													265,000
2028	6	Replace Auto Extrication equipment	Fire			180,000													180,000
2028	7	Replace 4-gas monitors (includes 2 testing stations)	Fire			25,000													25,000
2028	8	Replace SCBA Bottles	Fire			110,000													110,000
2028	9	Design of new outdoor athletic complex	Park & Rec					80,000											80,000
2028	10	Improvements at Central Park	Park & Rec					500,000									500,000		1,000,000
2028	11	Caramore Park Construction - Phase 2	Park & Rec					800,000											
2028	12	Erickson Park Restorastion - Phase 2	Park & Rec														1,500,000		
2028	13	Design Park - N6	Park & Rec					60,000											
2028	14	Replace Police Portable Radio Batteries	Police			6,000													6,000
2028	15	Squad Camera Video Storage	Police			52,450													52,450
2028	16	Body Worn Cameras and Storage	Police			32,450													32,450
2028	17	Squad Set Up and Equipment Installation	Police			60,000													60,000
2028	18	Lease Program - Year 11	Police			123,437												2	123,437
2028	19	Pedestrian Safety Enhancement Program	Pub Works		125,000														125,000
2028	20	Stormwater Improvement Program (Cimarron Court Pond Construction)	Pub Works												250,000				250,000
2028	21	Lease Program - Year 11	Pub Works			205,228							51,307	51,307	34,205			2	342,047
2028	22	Mower Leases - Year 4	Pub Works			74,000													
2028	23	2028 Street Improvement Program (Bloomfield - West)	Pub Works		1,600,000		825,000						200,000	410,000	275,000				3,310,000
2028	24	Bobcat (Replace #8420) (2018 Vehicle)	Pub Works			35,000									35,000		15,000	3	85,000
2028	25	Groundmaster (Replace #8607) (2021 Vehicle)	Pub Works			110,000											10,000	3	120,000
2028	26	Single-Axle Dump Truck (Replace #8433) (2016 Vehicle)	Pub Works			185,000											35,000	3	220,000
2028	27	Tandem-Axle Dump Truck (Replace #8435) (2016 Vehicle)	Pub Works			210,000											40,000	3	250,000
2028	28	Gator or Workman Side-by-Side	Pub Works			50,000													50,000
2028	29	Pavement Roller (Replace #8129) (Purchased 2003)	Pub Works			58,000											2,000		60,000
2028	30	Water Treatment Facility (Construction)	Pub Works													49,800,000		4	
2028	31	Bacardi Water Tower Repainting	Pub Works										1,700,000						1,700,000
2028	32	CSAH 42 & Blaine Water Tower 2MG Storage	Pub Works													7,200,000		4	7,200,000
2028	33	2028 Street Improvements	Pub Works		776,282		417,998						65,000	175,000	65,000				1,499,280
2028	34	Sanitary Sewer Lining	Pub Works											225,000					225,000
																			0
				0	2,501,282	1,906,565	1,242,998	1,440,000	0	0	0	0	2,016,307	861,307	659,205	57,000,000	2,102,000		17,495,664
		Total CIP Funding Requirements - Year 2028			\$4,407,847											\$57,000,000			
(#)		These items will be funded with the issuance of Equipment Certificates.							Contracted										
1		Funding comes from Arena Fund operations/reserves.			\$0				Annual Reoccurring										
2		This is a summary of the total for the year for the lease program																	
3		Other funding for Public Works equipment comes from trade-in value of old vehicles.																	
4		Funding will come from water revenue bond.																	
		Total Building CIP levy for 2028 is \$0. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																	
		Total Street CIP levy for 2028 is \$1,112,093. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																	
		Total Equipment CIP levy for 2028 is \$800,000. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives.																	

																			11/17/25
Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Debt Serv Levy	Other		Total Cost
2029	1	City-Wide Storage	Admin Svcs			10,000													10,000
2029	2	PC Workstation Upgrades (From 2025) (Police, Fire, P.W.)	Admin Svcs			100,000													100,000
2029	3	City-Wide Software	Admin Svcs			25,000													25,000
2029	4	Construct Park N - 6	Parks & Rec					900,000									100,000		1,000,000
2029	5	Squad Camera Video Storage	Police			52,450													52,450
2029	6	Body Worn Cameras and Storage	Police			32,450													32,450
2029	7	Squad Set Up and Equipment Installation	Police			95,000													95,000
2029	8	Lease Program - Year 12	Police			123,437												2	123,437
2029	9	Pedestrian Safety Enhancement Program	Pub Works		125,000														125,000
2029	10	Stormwater Improvement Program	Pub Works												200,000				200,000
2029	11	Lease Program - Year 12	Pub Works			221,646							55,412	55,412	36,941			2	369,411
2029	12	Gator TS (Replace 8402) (2017 Vehicle)	Pub Works			13,500											1,500	3	15,000
2029	13	RTV Kubota (Replace 8401) (2017 Vehicle)	Pub Works			26,000											4,000	3	30,000
2029	14	Skid-Steer (Replace 8418) (2019 Vehicle)	Pub Works			55,000											5,000	3	60,000
2029	15	2029 Street Improvement Project (Bloomfield - Central)	Pub Works		1,700,000		900,000						200,000	250,000	280,000				3,330,000
2029	16	Sanitary Sewer Lining	Pub Works											225,000					225,000
				0	1,825,000	754,483	900,000	900,000	0	0	0	0	255,412	530,412	516,941	0	110,500		5,792,748
		Total CIP Funding Requirements - Year 2029			\$2,579,483											\$0			
(#)		These items will be funded with the issuance of Equipment Certificates.							Contracted										
1		Funding comes from Arena Fund operations/reserves.			\$0				Annual Reoccurring										
2		This is a summary of the total for the year for the lease program																	
3		Other funding for Public Works equipment comes from trade-in value of old vehicles.																	
		Total Building CIP levy for 2029 is \$0. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																	
		Total Street CIP levy for 2029 is \$1,112,093. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																	
		Total Equipment CIP levy for 2029 is \$800,000. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives.																	

																			11/17/25
Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Debt Serv Levy	Other		Total Cost
2030	1	City-Wide Storage	Admin Svcs			10,000													10,000
2030	2	City-Wide Software	Admin Svcs			25,000													25,000
2030	3	Design Park NPF2	Park & Rec					80,000											80,000
2030	4	Squad Camera Video Storage	Police			52,450													52,450
2030	5	Body Worn Cameras and Storage	Police			32,450													32,450
2030	6	Squad Set Up and Equipment Installation	Police			90,000													90,000
2030	7	Lease Program - Year 13	Police			130,062												2	130,062
2030	8	Pedestrian Safety Enhancement Program	Pub Works		125,000														125,000
2030	9	Stormwater Improvement Program	Pub Works												200,000				200,000
2030	10	Lease Program - Year 13	Pub Works			239,378							59,845	59,845	39,896			2	398,964
2030	11	Shop Hoist (Replace #0002) (Purchased 2006)	Pub Works			55,000											5,000	3	60,000
2030	12	Generators (replace #8057 & #8059)	Pub Works										100,000	100,000	100,000				300,000
2030	13	Street Improvement Program (145th Street)	Pub Works		1,100,000		570,000						80,000	165,000	150,000				
				0	1,225,000	634,340	570,000	80,000	0	0	0	0	239,845	324,845	489,896	0	5,000		1,503,926
		Total CIP Funding Requirements - Year 2030			\$1,859,340											\$0			
(#)		These items will be funded with the issuance of Equipment Certificates.							Contracted										
1		Funding comes from Arena Fund operations/reserves.			\$0				Annual Reoccurring										
2		This is a summary of the total for the year for the lease program																	
3		Other funding for Public Works equipment comes from trade-in value of old vehicles.																	
		Total Building CIP levy for 2030 is \$0. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																	
		Total Street CIP levy for 2030 is \$1,112,093. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																	
		Total Equipment CIP levy for 2030 is \$800,000. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives.																	

																			11/17/25
Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Debt Serv Levy	Other		Total Cost
2031	1	City-Wide Storage	Admin Svcs			10,000													10,000
2031	2	City-Wide Software	Admin Svcs			25,000													25,000
2031	3	Construct Park NPF2	Park & Rec					1,800,000											1,800,000
2031	4	Squad Camera Video Storage	Police			52,450													52,450
2031	5	Body Worn Cameras and Storage	Police			32,450													32,450
2031	6	Squad Set Up and Equipment Installation	Police			90,000													90,000
2031	7	Lease Program - Year 14	Police			130,062												2	130,062
2031	8	Pedestrian Safety Enhancement Program	Pub Works		125,000														125,000
2031	9	2031 Street Improvement Program	Pub Works		1,750,000		920,000						195,000	185,000	325,000				3,375,000
2031	10	Stormwater Improvement Program	Pub Works												200,000				200,000
2031	11	Lease Program - Year 14	Pub Works			258,529							64,632	64,632	43,088			2	430,881
2031	12	Shop Hoist (Replace #0002) (Purchased 2006)	Pub Works			55,000											5,000	3	60,000
				0	1,875,000	653,491	920,000	1,800,000	0	0	0	0	259,632	249,632	568,088	0	5,000		6,330,843
		Total CIP Funding Requirements - Year 2031			\$2,528,491											\$0			
(#)		These items will be funded with the issuance of Equipment Certificates.							Contracted										
1		Funding comes from Arena Fund operations/reserves.			\$0				Annual Reoccurring										
2		This is a summary of the total for the year for the lease program																	
3		Other funding for Public Works equipment comes from trade-in value of old vehicles.																	
		Total Building CIP levy for 2031 is \$0. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																	
		Total Street CIP levy for 2031 is \$1,112,093. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives (such as potential SKB revenues).																	
		Total Equipment CIP levy for 2031 is \$800,000. If there is a difference, the difference between this number and the number from above is a result of a 10-year funding program and other funding alternatives.																	

									MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Debt Serv Levy	Other		11/17/25
Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund											Total Cost
2032	1	Splash Pad Water Reuse Project	Council														750,000	1	750,000
2032	2	Tender Truck (Addition)	Fire														180,000	3	180,000
2032	3	Engine Truck (Addition)	Fire			700,000												4	700,000
2032	4	Add Fire Station #3 (Same time as additional Engine Truck)	Fire															4	0
2032	5	City-Wide Storage	Admin Svcs			10,000													10,000
2032	6	City-Wide Software	Admin Svcs			25,000													25,000
2032	7	Squad Camera Video Storage	Police			52,450													52,450
2032	8	Body Worn Cameras and Storage	Police			32,450													32,450
2032	9	Squad Set Up and Equipment Installation	Police			125,000													125,000
2032	10	Lease Program - Year 15	Police			130,063												2	130,063
2032	11	ADA Compliant Upgrades Study	Park & Rec			20,000													20,000
2032	12	Community Center Covered Walk	Park & Rec	175,000															175,000
2032	13	Lease Program - Year 15	Pub Works			279,211							69,803	69,803	46,535			2	465,351
2032	14	Pedestrian Safety Enhancement Program	Pub Works		125,000														125,000
2032	15	TH 3 Aesthetic Improvements	Pub Works														448,500	5	448,500
2032	16	North Central Sanitary Sewer Extension	Pub Works															6	0
2032	17	Street Construction - Boulder Avenue Extension	Pub Works														3,000,000	7	3,000,000
2032	18	Shannon Pond Outlet	Pub Works															8	0
2032	19	Gravel Road Improvements	Pub Works															8	0
2032	20	Akron Avenue South of County Road 42	Pub Works						1,250,000										1,250,000
2032	21	CSAH 46 Improvements (2-Lane to 4-Lane Expansion)	Pub Works															9	0
2032	22	Soccer Goal Trailer (Replace #0501) (Purchased 1980)	Pub Works			5,000													5,000
2032	23	Hose Trailer (Replace #0502) (Purchased 1990)	Pub Works			5,000													5,000
2032	24	Barricade Trailer (Replace #0510) (Purchased 1986)	Pub Works			5,000													5,000
2032	25	Hose Trailer (Replace #0517) (Purchased 1995)	Pub Works			5,000													5,000
2032	26	Striper Trailer (Replace #0518) (Purchased 1994)	Pub Works			5,000													5,000
2032	27	Easement Trailer (Replace #0521) (Purchased 2003)	Pub Works			5,000													5,000
2032	28	Puppet Trailer (Replace #0515) (Purchased 1991)	Pub Works			8,000													8,000
2032	29	Fire House Trailer (Replace #0519) (Purchased 1994)	Pub Works			50,000													50,000
2032	30	Surveillance Trailer (Replace #0523) (Purchased 2008)	Pub Works			50,000													50,000
2032	31	Blower Attach for #8071 & #8072 (Replace #0119) (2001)	Pub Works			7,500													7,500
2032	32	Crash Attenuator (Replace #0049) (Purchased 2007)	Pub Works			20,000													20,000
				175,000	125,000	1,404,174	0	0	1,250,000	0	0	0	69,803	69,803	46,535	0	4,378,500		7,518,814
						</													

																			11/17/25
Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Debt Serv Levy	Other		Total Cost
2033	1	Utility Truck	Fire			80,000													80,000
2033	2	City-Wide Storage	Admin Svcs			10,000													10,000
2033	3	City-Wide Software	Admin Svcs			25,000													25,000
2033	4	Squad Camera Video Storage	Police			53,450													53,450
2033	5	Body Worn Cameras and Storage	Police			33,450													33,450
2033	6	Squad Set Up and Equipment Installation	Police			125,000													125,000
2033	7	Lease Program - Year 16	Police			140,000												1	140,000
2033	8	Pedestrian Safety Enhancement Program	Pub Works		125,000														125,000
2033	9	Lease Program - Year 16	Pub Works			301,547							75,387	75,387	50,258			1	502,579
				0	125,000	768,447	0	0	0	0	0	0	75,387	75,387	50,258	0	0		1,094,479
		Total CIP Funding Requirements - Future Years			\$893,447											\$0			
(#)		These items will be funded with the issuance of Equipment Certificates.							Contracted										
1		This is a summary of the total for the year for the lease program							Annual Reoccurring										

																			11/17/25
Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Debt Serv Levy	Other		Total Cost
2034	1	Utility Truck	Fire														180,000		180,000
2034	2	City-Wide Storage	Admin Svcs			10,000													10,000
2034	3	City-Wide Software	Admin Svcs			25,000													25,000
2034	4	Squad Camera Video Storage	Police			55,000													55,000
2034	5	Body Worn Cameras and Storage	Police			35,000													35,000
2034	6	Squad Set Up and Equipment Installation	Police			125,000													125,000
2034	7	Lease Program - Year 17	Police			150,000												1	150,000
2034	8	Pedestrian Safety Enhancement Program	Pub Works		125,000														125,000
2034	9	Lease Program - Year 17	Pub Works			325,671							81,418	81,418	54,279			1	542,785
				0	125,000	725,671	0	0	0	0	0	0	81,418	81,418	54,279	0	180,000		1,247,785
		Total CIP Funding Requirements - Future Years			\$850,671											\$0			
(#)		These items will be funded with the issuance of Equipment Certificates.							Contracted										
1		This is a summary of the total for the year for the lease program							Annual Reoccurring										

																			11/17/25
Year		Item - Description	Department	Building & Facilities CIP	Street CIP	Equipment CIP	Assess	Park Imp Fund	MSA Funds From State	Water Core	Sewer Core	Storm Core	Water Utility	Sewer Utility	Storm Utility	Debt Serv Levy	Other		Total Cost
2035	1	City-Wide Storage	Admin Svcs			10,000													10,000
2035	2	City-Wide Software	Admin Svcs			25,000													25,000
2035	3	Squad Camera Video Storage	Police			55,000													55,000
2035	4	Body Worn Cameras and Storage	Police			35,000													35,000
2035	5	Squad Set Up and Equipment Installation	Police			125,000													125,000
2035	6	Lease Program - Year 18+	Police			175,000												1	175,000
2035	7	Pedestrian Safety Enhancement Program	Pub Works		125,000														125,000
2035	8	Lease Program - Year 18+	Pub Works			351,725							87,931	87,931	58,621			1	586,208
2035	9	Jetter (Replace #8445) (2006 Vehicle)	Pub Works											132,500	92,500		25,000	2	250,000
					0	125,000	776,725	0	0	0	0	0	87,931	220,431	151,121	0	25,000		1,386,208
		Total CIP Funding Requirements - Future Years			\$901,725											\$0			
(#)		These items will be funded with the issuance of Equipment Certificates.							Contracted										
1		This is a summary of the total for the year for the lease program							Annual Reoccurring										
2		Other funding for Public Works equipment comes from trade-in value of old vehicles.																	

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

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](#)

Youth Commission Meeting

December 17, 2025, 3:45 PM - 4:45 PM

[More Details](#)

Santa Tour

December 20, 2025, 10:00 AM - 2:00 PM @ Through Rosemount neighborhoods

Santa will be spreading holiday cheer in Rosemount on Saturday, December 20, from 10 a.m. to 2 p.m.! He'll be touring neighborhoods on a Rosemount Fire Truck, escorted by Rosemount police officers.

[More Details](#)

Planning Commission Meeting- CANCELED

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

[More Details](#)

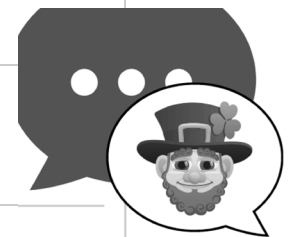
CITY HALL CLOSED - Christmas Eve

December 24, 2025, All Day

[More Details](#)

Select Language ▼

Google [Translate](#)



ASK LUCKY

CITY HALL CLOSED - Christmas

December 25, 2025, All Day

[More Details](#)

 Government Websites by CivicPlus®

January 2026

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

Main Calendar

CITY HALL CLOSED - New Year's Day

January 1, 2026, All Day

[More Details](#)

City Council Work Session Meeting

January 6, 2026, 5:00 PM - 6:00 PM

[More Details](#)

City Council Meeting

January 6, 2026, 7:00 PM - 8:00 PM

[More Details](#)

CITY HALL CLOSED - Martin Luther King, Jr. Day

January 19, 2026, All Day

[More Details](#)

Port Authority Meeting

January 20, 2026, 6:00 PM - 7:00 PM

[More Details](#)

City Council Meeting

January 20, 2026, 7:00 PM - 8:00 PM

[More Details](#)

Planning Commission Meeting

January 27, 2026, 6:30 PM - 7:30 PM

[More Details](#)

Youth Commission Meeting

January 28, 2026, 3:45 PM - 4:45 PM

[More Details](#)

Select Language ▼

Google [Translate](#)



 Government Websites by CivicPlus®