

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

**2. APPROVAL OF AGENDA**

**3. PRESENTATIONS AND PROCLAMATIONS**

- a. Lifesaving Award
- b. National Police Week Recognition
- c. Public Service Week Proclamation
- d. Presentation from the Rosemount Area Arts Council
- e. Presentation of Award for Kicks 4 A Cure and DCR Mayor's Cup

**4. RESPONSE TO PUBLIC COMMENT**

**5. PUBLIC COMMENT**

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

**6. CONSENT AGENDA**

- a. Bill Listings
- b. Minutes of the April 21, 2026 Regular Meeting
- c. Donation acceptance from Kidde
- d. Donation acceptance for Fire Department
- e. Service Agreement – Rosemount Area Arts Council (RAAC)
- f. Youth Commission Appointments
- g. Charitable Gambling Premise Permit Eagan Lions Club Gambling
- h. Renewal of Consumption and Display (Set Up) Permit
- i. Temporary On-Sale Liquor License - American Legion
- j. Approval of Council Travel
- k. Approve Electrical Inspection Contract
- l. Criminal Justice Network (CJN) JPA Amendment
- m. Renewal of BCA Joint Powers Agreements

- n. Joint Powers Agreement for Emergency Management Services
- o. Approve Entry into Joint Powers Agreement with Dakota County for Hwy 52 / 42
- p. City Hall Boiler Replacement Bids
- q. Professional Services Agreement for Steeple Center

**7. PUBLIC HEARINGS**

**8. UNFINISHED BUSINESS**

**9. NEW BUSINESS**

**10. ANNOUNCEMENTS**

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

**11. ADJOURNMENT**

City Council Regular Meeting: May 5, 2026

<b>AGENDA ITEM:</b> Lifesaving Award	<b>AGENDA SECTION:</b> PRESENTATIONS AND PROCLAMATIONS
<b>PREPARED BY:</b> Kip Springer, Fire Chief Carson Thomas, Chief of Police	<b>AGENDA NO.</b> 3.a.
<b>ATTACHMENTS:</b>	<b>APPROVED BY:</b> LJM
<b>RECOMMENDED ACTION:</b> To recognize and honor Carter McCauley, Kyle Morris, and Danielle Killpack-Lawrence whose quick action and bravery saved a neighbor’s life during a residential house fire.	

**BACKGROUND**

On April 12, 2026, a structure fire occurred at a Rosemount residence. Upon noticing smoke and flames, a few of our neighbors stepped up in a huge way. Kyle Morris hopped a fence and teamed up with Carter McCauley to check if anyone was inside. They found a 21-year-old young man at his basement window who had no idea the house was even on fire. Kyle and Carter didn't waste any time working to get the young man out of the house safely through his bedroom window.

Once they knew the people were out, they learned that three dogs were still trapped. Kyle and another neighbor headed into the smoke-filled house to get the dogs out. Thankfully, the resident and the pets all got out safely.

To make the day even more surreal, this was Carter’s *second* rescue of the day! Just 45 minutes earlier, he was at Aldi and ended up giving life-saving CPR to a clerk until the paramedics took over.

Thanks to their decisive action, calm under pressure, and willingness to intervene in a dangerous situation, their efforts directly contributed to preventing a tragic loss of life.

**RECOMMENDATION**

To recognize and honor Carter McCauley, Kyle Morris, Danielle Killpack-Lawrence whose quick action and bravery saved a neighbor’s life during a residential house fire.

City Council Regular Meeting: May 5, 2026

<b>AGENDA ITEM:</b> National Police Week Recognition	<b>AGENDA SECTION:</b> PRESENTATIONS AND PROCLAMATIONS
<b>PREPARED BY:</b> Carson Thomas, Chief of Police	<b>AGENDA NO.</b> 3.b.
<b>ATTACHMENTS:</b> Proclamation	<b>APPROVED BY:</b> LJM
<b>RECOMMENDED ACTION:</b> Recognize National Police Week.	

**BACKGROUND**

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others. National Police Week is a collaborative effort of many organizations dedicated to honoring America’s law enforcement community.

Attached is a proclamation by the City of Rosemount identifying May 15-21, 2026 as National Police Week. The proclamation will recognize the public service work performed by the dedicated members of the Rosemount Police Department.

**RECOMMENDATION**

Recognize National Police Week.

# PROCLAMATION

---

- Whereas,* in 1962, President Kennedy proclaimed May 15 as National Peace Officers Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcements officers who have lost their lives in the line of duty for the safety and protection of others; and
- Whereas,* the members of the Rosemount Police Department play an essential role in safeguarding the rights and freedoms of the citizens of the City of Rosemount; and
- Whereas,* It is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement agency and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property and by protecting all citizens against violence and disorder; and
- Whereas,* The men and women of the Rosemount Police Department unceasingly provide a vital public service.
- Now, Therefore,* I, Jeffery D. Weisensel, Mayor of Rosemount Minnesota, do hereby proclaim May 15 through 21, 2026 as “National Police Week” within the City of Rosemount and herby publicly salute the services of law enforcement officers in our community and in communities across the nation. Throughout the City of Rosemount, we urge and encourage all citizens to take time to appreciate our public safety officers and honor all peace officers who have made the ultimate sacrifice in the line of duty.
- Dated this* 5<sup>th</sup> day of May, 2026.

Mayor \_\_\_\_\_

City Council Regular Meeting: May 5, 2026

<b>AGENDA ITEM:</b> Public Service Week Proclamation	<b>AGENDA SECTION:</b> PRESENTATIONS AND PROCLAMATIONS
<b>PREPARED BY:</b> Logan Martin, City Administrator	<b>AGENDA NO.</b> 3.c.
<b>ATTACHMENTS:</b> Proclamation	<b>APPROVED BY:</b> LJM
<b>RECOMMENDED ACTION:</b> Recognition and reading of attached proclamation	

**BACKGROUND**

Public Service Recognition Week is May 3-9, 2026 and this week, as designated by Congress, we proudly recognize the invaluable contributions of public servants across all levels of government—federal, state, county, and local. The dedication and excellence demonstrated by our City employees are deeply appreciated, and we are honored to work in partnership with such committed professionals.

**RECOMMENDATION**

Recognition and reading of attached proclamation

# PROCLAMATION

---

*Whereas,* Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working; and

*Whereas,* public employees serve to keep our city working by ensuring clean water, reliable power, public infrastructure, health and recreation, public safety, and proper management of public funds and resources, and more;

*Whereas,* the efficiency of government relies on public employees, who provide services in the quality and quantity required and expected by the public; and

*Whereas,* the public employees of the City of Rosemount are committed to exhibiting the highest standards of professional excellence, creativity, skill, and customer service;

*Now, Therefore,* I, Jeffery D. Weisensel Mayor of Rosemount Minnesota, do hereby proclaim May 3 through 9, 2026 as Public Service Recognition Week, in the City of Rosemount. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels — federal, state, county and city.

*Dated this* 5<sup>th</sup> day of May, 2025.

Mayor \_\_\_\_\_

City Council Regular Meeting: May 5, 2026

<b>AGENDA ITEM:</b> Presentation from the Rosemount Area Arts Council	<b>AGENDA SECTION:</b> PRESENTATIONS AND PROCLAMATIONS
<b>PREPARED BY:</b> Dan Schultz, Parks & Recreation Director	<b>AGENDA NO.</b> 3.d.
<b>ATTACHMENTS:</b>	<b>APPROVED BY:</b> LJM
<b>RECOMMENDED ACTION:</b> No action is being requested.	

**BACKGROUND**

The Rosemount Area Arts Council has requested an opportunity to provide the City Council an update on the past year’s activities and what will be coming up in the future for Arts Council. The City of Rosemount continues to have a service agreement with the Arts Council which outlines the work that RAAC performs.

**RECOMMENDATION**

No action is being requested.

City Council Regular Meeting: May 5, 2026

<b>AGENDA ITEM:</b> Presentation of Award for Kicks 4 A Cure and DCR Mayor's Cup	<b>AGENDA SECTION:</b> PRESENTATIONS AND PROCLAMATIONS
<b>PREPARED BY:</b> Logan Martin, City Administrator	<b>AGENDA NO.</b> 3.e.
<b>ATTACHMENTS:</b>	<b>APPROVED BY:</b> LJM
<b>RECOMMENDED ACTION:</b> Presentation of award.	

**BACKGROUND**

In October 2025, Mayor Weisensel participated in the Kicks 4 A Cure Campaign and DCR Mayor's Cup. The goal of the event was to raise awareness and funds for the American Cancer Society's work on breast cancer.

The Dakota County Chamber of Commerce will be present to recognize Rosemount as a repeat winner of the kicking competition and the fundraising competition!

**RECOMMENDATION**

Presentation of award.

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

4/16/2026 -- 4/29/2026

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>10119</b>	<b>4/21/2026</b>		<b>103502 AFSCME COUNCIL 5</b>							
	4/2/2026	443.20			14895	040126934209	7020.2135.01		UNION DUES - AFSCME	PAYROLL FUND
	4/16/2026	443.06			15302	041626918589	7020.2135.01		UNION DUES - AFSCME	PAYROLL FUND
		<u>886.26</u>								
<b>10120</b>	<b>4/21/2026</b>		<b>103061 ICMA RETIREMENT CORP</b>							
	4/16/2026	3,929.79			15301	041626918588	7020.2134.01		DEFERRED COMPENSATION - MISSIO	PAYROLL FUND
		<u>3,929.79</u>								
<b>10121</b>	<b>4/21/2026</b>		<b>103679 LAW ENFORCEMENT LABOR</b>							
	4/2/2026	1,204.50			14876	0401269342010	7020.2135.02		UNION DUES - LELS	PAYROLL FUND
	4/16/2026	1,204.50			15282	0416269185810	7020.2135.02		UNION DUES - LELS	PAYROLL FUND
		<u>2,409.00</u>								
<b>10122</b>	<b>4/21/2026</b>		<b>103730 MN TEAMSTERS-LOCAL 320</b>							
	4/2/2026	1,007.50			14878	0401269342012	7020.2135.03		UNION DUES - TEAMSTERS	PAYROLL FUND
	4/16/2026	1,007.50			15284	0416269185812	7020.2135.03		UNION DUES - TEAMSTERS	PAYROLL FUND
		<u>2,015.00</u>								
<b>10123</b>	<b>4/21/2026</b>		<b>103743 NCPERS GROUP LIFE INS.</b>							
	4/2/2026	444.50			14880	0401269342014	7020.2133.04		PERA LIFE INSURANCE	PAYROLL FUND
	4/16/2026	444.50			15286	0416269185814	7020.2133.04		PERA LIFE INSURANCE	PAYROLL FUND
	4/16/2026	16.00			15286	0416269185814	7020.2133.04		PERA LIFE INSURANCE	PAYROLL FUND
		<u>873.00</u>								
<b>165093</b>	<b>4/16/2026</b>		<b>107409 MONTCHO, ALIX</b>							
	4/14/2026	500.00	DAMAGE DEPOSIT REFUND		15207	103467600 REF	1000.2204	00015100	P&R - REFUND CLEARING	GENERAL FUND BALANCE SHEET
		<u>500.00</u>								
<b>165094</b>	<b>4/16/2026</b>		<b>102964 ABSEY ENTERTAINMENT</b>							
	4/10/2026	375.00	FOOD TRUCK FEST ENTERTAINMENT		15160	ABSEY 09-19-2026	1510.6310		PROFESSIONAL SERVICES	PARK & RECREATION
		<u>375.00</u>								
<b>165095</b>	<b>4/16/2026</b>		<b>102634 APEX OUTDOOR INC</b>							
	4/13/2026	2,742.63	SNOW REMOVAL / DE-ICING		15200	3956	1510.6310	00016100	PROFESSIONAL SERVICES	PARK & RECREATION
	4/13/2026	294.00	CURB TO CURB CLEAN UP		15201	3958	1510.6310	00016100	PROFESSIONAL SERVICES	PARK & RECREATION
	4/13/2026	673.75	CURB TO CURB CLEAN UP		15202	3951	1510.6310	00015100	PROFESSIONAL SERVICES	PARK & RECREATION
	4/13/2026	3,438.10	SNOW REMOVAL / DE-ICING		15203	3950	1510.6310	00015100	PROFESSIONAL SERVICES	PARK & RECREATION
	4/14/2026	7,459.50	SNOW REMOVAL / DE-ICING		15208	3949	1510.6310	00015100	PROFESSIONAL SERVICES	PARK & RECREATION
	4/14/2026	5,092.65	SNOW REMOVAL / DE-ICING		15209	3957	1510.6310	00016100	PROFESSIONAL SERVICES	PARK & RECREATION

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

4/16/2026 -- 4/29/2026

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>165095</b>	<b>4/16/2026</b>		<b>102634 APEX OUTDOOR INC</b>						<b>Continued...</b>	
	4/15/2026	2,229.30	SNOW REMOVAL		15259	3168	1510.6310	00016100	PROFESSIONAL SERVICES	PARK & RECREATION
		<u>21,929.93</u>								
<b>165096</b>	<b>4/16/2026</b>		<b>107415 BARKE, JIM</b>							
	4/16/2026	300.00	RENTAL REFUND		15309	103717790 REF	1000.2204	00016100	P&R - REFUND CLEARING	GENERAL FUND BALANCE SHEET
		<u>300.00</u>								
<b>165097</b>	<b>4/16/2026</b>		<b>100877 BAYCOM INC</b>							
	4/13/2026	4,916.00	SQUAD LAPTOP DOCKS (2)		15179	EQUIPINV_061318	1210.6570		OFFICE EQUIP, FURNISHINGS, IT	POLICE
		<u>4,916.00</u>								
<b>165098</b>	<b>4/16/2026</b>		<b>101598 BHE COMMUNITY SOLAR LLC</b>							
	4/14/2026	1,400.92	WELL #9		15211	12211518	6100.6371	W109	ELECTRIC	WATER UTILITY
	4/14/2026	270.19	WELL #15		15211	12211518	6100.6371	W115	ELECTRIC	WATER UTILITY
		<u>1,671.11</u>								
<b>165099</b>	<b>4/16/2026</b>		<b>102772 CHARTER COMMUNICATIONS</b>							
	4/14/2026	103.62	TV SERV PD/PW BLDG		15212	248270801040126	1210.6326		OTHER COMMUNICATION COSTS	POLICE
	4/14/2026	103.62	TV SERV PD/PW BLDG		15212	248270801040126	1340.6326		OTHER COMMUNICATION COSTS	GOVERNMENT BUILDINGS
		<u>207.24</u>								
<b>165100</b>	<b>4/16/2026</b>		<b>101960 CITY OF INVER GROVE HTS</b>							
	4/16/2026	4,110.00	NDTA ACADEMY- NEW HIRE		15305	26-03	1220.6453		TRAINING COSTS	FIRE
		<u>4,110.00</u>								
<b>165101</b>	<b>4/16/2026</b>		<b>106397 CITYGATE ASSOCIATES LLC</b>							
	4/16/2026	4,434.38	STAFFING STUDY-FIRE		15304	32175	2225.6310		PROFESSIONAL SERVICES	PUBLIC SAFETY
		<u>4,434.38</u>								
<b>165102</b>	<b>4/16/2026</b>		<b>107416 COHAN, PATRICK &amp; DANA</b>							
	4/15/2026	277.67	UB ACCT #70015.00 REFUND		15257	70015.00 REFUND	6100.2204		P&R - REFUND CLEARING	WATER UTILITY
		<u>277.67</u>								
<b>165103</b>	<b>4/16/2026</b>		<b>103555 COLLINS ELECTRICAL</b>							
	4/13/2026	5,934.51	STREET LIGHT REPAIR		15185	2631088.01	6400.6382		STRUCTURE REPAIRS AND MAINTENA	STREET LIGHT UTILITY
	4/15/2026	529.00	STREET LIGHT REPAIR JAYCEE PAR		15260	2631394.01	6400.6383		IMPROVEMENT REPAIRS AND MAINTEN	STREET LIGHT UTILITY
		<u>6,463.51</u>								
<b>165104</b>	<b>4/16/2026</b>		<b>103565 CROWN RENTAL</b>							
	4/10/2026	74.80	TRAILER RENTAL FOR ELECTIONS		15170	439938-2	1130.6396		OTHER RENTALS	ADMINISTRATIVE SERVICES

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

4/16/2026 -- 4/29/2026

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>165104</b>	<b>4/16/2026</b>		<b>103565 CROWN RENTAL</b>						<b>Continued...</b>	
		74.80								
<b>165106</b>	<b>4/16/2026</b>		<b>103411 ECM PUBLISHERS INC</b>							
	4/13/2026	41.25	PH ORD 2026-01		15192	1092849	1120.6343		LEGAL NOTICES	GENERAL GOVERNMENT
		41.25								
<b>165107</b>	<b>4/16/2026</b>		<b>103609 EHLERS</b>							
	4/13/2026	295.00	FINANCIAL MGMT PLAN		15186	105936	1120.6310		PROFESSIONAL SERVICES	GENERAL GOVERNMENT
	4/13/2026	1,180.00	FINANCIAL MGMT PLAN		15187	105937	1120.6310		PROFESSIONAL SERVICES	GENERAL GOVERNMENT
		1,475.00								
<b>165108</b>	<b>4/16/2026</b>		<b>100112 FEDEX</b>							
	4/15/2026	25.04	DOCS TO BOLTON MENK FROM PW		15276	9-246-88682	1130.6323		POSTAGE	ADMINISTRATIVE SERVICES
		25.04								
<b>165109</b>	<b>4/16/2026</b>		<b>103394 IMPERIAL DADE</b>							
	4/13/2026	46.87	JANITORIAL SUPPLIES		15199	41303559	1510.6221		CLEANING SUPPLIES	PARK & RECREATION
	4/13/2026	29.60	JANITORIAL SUPPLIES		15199	41303559	1510.6221	00016100	CLEANING SUPPLIES	PARK & RECREATION
	4/13/2026	46.87	JANITORIAL SUPPLIES		15199	41303559	6500.6221		CLEANING SUPPLIES	ICE ARENA
		123.34								
<b>165110</b>	<b>4/16/2026</b>		<b>107414 KONCAK, ANDREA LOUISE</b>							
	4/15/2026	50.00	SUB ON 4/9 POUND CLASS		15270	103	1510.6310	00040603	PROFESSIONAL SERVICES	PARK & RECREATION
		50.00								
<b>165111</b>	<b>4/16/2026</b>		<b>103310 MALEKU COFFEE &amp; CATERING LLC</b>							
	4/16/2026	1,200.00	EXPO COFFEE TRUCK		15312	1130	2100.6226	00050100	OTHER OPERATING SUPPLIES	PORT AUTHORITY
		1,200.00								
<b>165112</b>	<b>4/16/2026</b>		<b>102326 MARCO TECHNOLOGIES LLC</b>							
	4/15/2026	178.30	CH RECEPTION COPIER		15277	579610221	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
		178.30								
<b>165113</b>	<b>4/16/2026</b>		<b>101363 METRO SALES INC</b>							
	4/10/2026	133.09	PW GEN RESOURCE ROOM - BISCAYN		15163	INV3057135	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	4/10/2026	2.09	PW GEN RESOURCE ROOM - BISCAYN		15163	INV3057135	1120.6350		PRINTING COSTS	GENERAL GOVERNMENT
	4/10/2026	73.44	PD OFFICER RM COPIER - BISCAYN		15164	INV3057133	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	4/10/2026	28.07	PD OFFICER RM COPIER - BISCAYN		15164	INV3057133	1120.6350		PRINTING COSTS	GENERAL GOVERNMENT
	4/10/2026	73.44	PW RECEPTION COPIER BISCAYNE		15165	INV3057134	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	4/10/2026	21.14	PW RECEPTION COPIER BISCAYNE		15165	INV3057134	1120.6350		PRINTING COSTS	GENERAL GOVERNMENT

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

4/16/2026 -- 4/29/2026

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>165113</b>	<b>4/16/2026</b>		<b>101363 METRO SALES INC</b>						<b>Continued...</b>	
	4/10/2026	73.44	POLICE PATROL OFFICE COPIER		15166	INV3057136	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	4/10/2026	49.71	POLICE PATROL OFFICE COPIER		15166	INV3057136	1120.6350		PRINTING COSTS	GENERAL GOVERNMENT
	4/15/2026	67.00	CH FIRST FLOOR COPIER		15275	INV3063788	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	4/15/2026	148.00	ENGINEERING COPIER SN 1739		15278	INV3063820	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	4/15/2026	790.56	ENGINEERING COPIER SN 1739		15278	INV3063820	1120.6350		PRINTING COSTS	GENERAL GOVERNMENT
		1,459.98								
<b>165114</b>	<b>4/16/2026</b>		<b>101168 MN OCC HEALTH - LOCKBOX 135054</b>							
	4/13/2026	2,722.00	PRE-EMPLPYMENT TESTING		15184	521251	1180.6315		PRE-EMPLOYMENT SCREENING SERVIHUMAN RESOURCES	
		2,722.00								
<b>165115</b>	<b>4/16/2026</b>		<b>100035 MRPA-ACCOUNTS RECEIVABLE</b>							
	4/10/2026	175.00	JOB POSTING - RECREATION SUPER		15161	11416	1510.6341		EMPLOYMENT ADVERTISING	PARK & RECREATION
		175.00								
<b>165116</b>	<b>4/16/2026</b>		<b>102006 PELLICCI ACE ROSEMOUNT</b>							
	4/10/2026	16.99	CABLE ZIPTIES		15169	15319/R	1120.6220		OPERATING SUPPLIES	GENERAL GOVERNMENT
	4/13/2026	91.96	HARDWARE SUPPLIES		15204	15331/R	1510.6226	00015100	OTHER OPERATING SUPPLIES	PARK & RECREATION
		108.95								
<b>165117</b>	<b>4/16/2026</b>		<b>103765 RENT N SAVE PORTABLE SERVICES</b>							
	4/15/2026	488.00	MAR'26 PORTABLE REST ROOMS		15272	87073	1510.6392		OFFICE EQUIPMENT RENTALS	PARK & RECREATION
		488.00								
<b>165118</b>	<b>4/16/2026</b>		<b>103508 ROSEMOUNT AMERICAN LEGION</b>							
	4/16/2026	80.00	RECOGNITION EVENT -LEGION		15306	03242027	1220.6465		RECOGNITION/WELLNESS	FIRE
		80.00								
<b>165119</b>	<b>4/16/2026</b>		<b>103777 SAM'S CLUB</b>							
	4/10/2026	1,373.91	EGG HUNT SUPPLIES		15154	10402572573	2360.6226	00040706	OTHER OPERATING SUPPLIES	PARK & REC DONATIONS
	4/15/2026	57.46	LATE FEE & INTEREST 4/8/26		15246	LATE FEE/INT	1120.6456		OTHER MISCELLANEOUS CHARGES	GENERAL GOVERNMENT
						04/08/2026				
	4/16/2026	56.19	FOOD FOR CHIEF'S SWEARING IN		15303	000622	1210.6460		MEETING EXPENSE	POLICE
		1,487.56								
<b>165120</b>	<b>4/16/2026</b>		<b>100194 SHI INTERNATIONAL CORP</b>							
	4/13/2026	35.16	2* 50 CAT6 CABLE PD SERVER RM		15191	B21035985	1120.6220		OPERATING SUPPLIES	GENERAL GOVERNMENT
		35.16								
<b>165121</b>	<b>4/16/2026</b>		<b>100591 SHRED RIGHT</b>							

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

4/16/2026 -- 4/29/2026

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>165121</b>	<b>4/16/2026</b>		<b>100591 SHRED RIGHT</b>						<b>Continued...</b>	
	4/10/2026	54.45	SHRED IT SERVICES		15162	0068884	1120.6310		PROFESSIONAL SERVICES	GENERAL GOVERNMENT
		<u>54.45</u>								
<b>165122</b>	<b>4/16/2026</b>		<b>100298 SRF CONSULTING GROUP INC</b>							
	4/16/2026	774.91	PED CROSSING DESIGN		15311	20102.00-1	1320.6313		ENGINEERING SERVICES	STREET MAINTENANCE
		<u>774.91</u>								
<b>165123</b>	<b>4/16/2026</b>		<b>102866 THE DAVEY TREE EXPERT COMPANY</b>							
	4/13/2026	2,135.00	TREE PRUNING		15196	920364088	1520.6317		OTHER PROFESSIONAL SERVICES	PARKS MAINTENANCE
	4/13/2026	4,300.00	TREE PRUNING		15197	920359351	1520.6317		OTHER PROFESSIONAL SERVICES	PARKS MAINTENANCE
		<u>6,435.00</u>								
<b>165124</b>	<b>4/16/2026</b>		<b>107400 THE MODERN SPORTSMAN</b>							
	4/10/2026	1,018.50	HANDGUNS (2)		15153	2327-2	1210.6242.21		MINOR EQUIPMENT-POLICE	POLICE
		<u>1,018.50</u>								
<b>165125</b>	<b>4/16/2026</b>		<b>103807 TRI STATE BOBCAT INC</b>							
	4/15/2026	2,512.95	DRIVE CHAIN, CUTTING EDGE		15266	P56743	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		<u>2,512.95</u>								
<b>165126</b>	<b>4/16/2026</b>		<b>103817 UNLIMITED SUPPLIES INC</b>							
	4/13/2026	40.46	BOLTS		15180	513649	1320.6224		SHOP SUPPLIES	STREET MAINTENANCE
		<u>40.46</u>								
<b>165127</b>	<b>4/16/2026</b>		<b>100628 US BANK EQUIPMENT FINANCE</b>							
	4/13/2026	358.00	CH ADMIN & ENG COPIERS		15193	578939449	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	4/15/2026	173.00	CH UTILITY BILLING COPIER		15274	579222415	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
		<u>531.00</u>								
<b>165128</b>	<b>4/16/2026</b>		<b>102490 WARSAW SOLAR, LLC</b>							
	4/10/2026	4,655.64	FEB'26 SOLAR		15167	2603-6994F	1340.6371		ELECTRIC	GOVERNMENT BUILDINGS
	4/10/2026	2,180.84	FEB'26 SOLAR		15167	2603-6994F	6100.6371	W112	ELECTRIC	WATER UTILITY
	4/10/2026	477.49	FEB'26 SOLAR		15167	2603-6994F	6100.6371	W110	ELECTRIC	WATER UTILITY
	4/10/2026	423.43	FEB'26 SOLAR		15167	2603-6994F	6100.6371	W107	ELECTRIC	WATER UTILITY
	4/10/2026	7,090.01	FEB'26 SOLAR		15167	2603-6994F	6500.6371		ELECTRIC	ICE ARENA
		<u>14,827.41</u>								
<b>165129</b>	<b>4/16/2026</b>		<b>102481 WHITEWOOD GRAPHICS</b>							
	4/13/2026	165.00	ARENA WINDOW DECALS		15175	3996R	6500.6220		OPERATING SUPPLIES	ICE ARENA
	4/13/2026	45.00	SIGNAGE - OFFICIALS ROOM		15176	3891R	6500.6220		OPERATING SUPPLIES	ICE ARENA

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

4/16/2026 -- 4/29/2026

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>165129</b>	<b>4/16/2026</b>		<b>102481 WHITEWOOD GRAPHICS</b>						<b>Continued...</b>	
		210.00								
<b>165130</b>	<b>4/16/2026</b>		<b>103832 WSB AND ASSOCIATES INC</b>							
	4/15/2026	47.50	AMBER FIELDS 19TH ADDITION		15273	R-026024-000-12	4670.6313		ENGINEERING SERVICES	2024-18 - AMBER FIELDS 19TH
		47.50								
<b>165131</b>	<b>4/16/2026</b>		<b>103836 ZARNOTH BRUSH WORKS INC</b>							
	4/15/2026	210.60	MIRROR PARTS		15267	0205672	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		210.60								
<b>165132</b>	<b>4/23/2026</b>		<b>100978 ADVANCED FIRST AID INC</b>							
	4/13/2026	241.12	AED REPLACEMENT 4-YEAR BATTERY		15174	0426-146	1510.6226		OTHER OPERATING SUPPLIES	PARK & RECREATION
		241.12								
<b>165133</b>	<b>4/23/2026</b>		<b>103336 ANDERSON, TODD</b>							
	3/3/2026	400.00	LUCK OF THE IRISH SHOW		14251	3368	1510.6310	00040603	PROFESSIONAL SERVICES	PARK & RECREATION
	3/3/2026	400.00	LUCK OF THE IRISH SHOW		14251	3368	9999.1010	00040603	CASH	CASH COMPANY
	3/3/2026	400.00	LUCK OF THE IRISH SHOW		14251	3368	9999.1010	00040603	CASH	CASH COMPANY
		400.00								
<b>165134</b>	<b>4/23/2026</b>		<b>100478 ASPEN MILLS</b>							
	4/16/2026	97.40	PANTS - GANFIELD		15317	373235	1220.6144		EMPLOYEE ALLOWANCES	FIRE
		97.40								
<b>165135</b>	<b>4/23/2026</b>		<b>101585 BALLOON ARTISTRY BY MANDANA</b>							
	4/14/2026	950.00	BALLOON ARTIST EXPO		15241	1342	2100.6310	00050100	PROFESSIONAL SERVICES	PORT AUTHORITY
		950.00								
<b>165136</b>	<b>4/23/2026</b>		<b>107430 BLASKOWSKI, PETER</b>							
	4/22/2026	160.00	LINE DANCING LESSONS		15385	26-001	1510.6310	00040603	PROFESSIONAL SERVICES	PARK & RECREATION
		160.00								
<b>165137</b>	<b>4/23/2026</b>		<b>101296 BOLTON &amp; MENK INC</b>							
	4/21/2026	336.00	CONSTRUCTION ADMIN/DOCS		15364	0392432	4100.6313	PPICKLE	ENGINEERING SERVICES	PARK IMPROVEMENT
		336.00								
<b>165138</b>	<b>4/23/2026</b>		<b>101083 CAMPBELL KNUTSON PA</b>							
	4/22/2026	13,679.77	MAR'26 PROSECUTION SERVICES		15387	LEGAL BILL MAR 2026	1210.6314		LEGAL SERVICES	POLICE
		13,679.77								

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

4/16/2026 -- 4/29/2026

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>165138</b>	<b>4/23/2026</b>		<b>101083 CAMPBELL KNUTSON PA</b>						<b>Continued...</b>	
<b>165139</b>	<b>4/23/2026</b>		<b>106166 CINTAS CORPORATION - MATS</b>							
	4/16/2026	34.14	MATS - FIRE 2		15327	4265630159	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	4/16/2026	172.35	MATS - CITY HALL		15328	4265630215	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	4/16/2026	38.74	MATS - FIRE 1		15329	4265630222	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	4/16/2026	105.80	MATS - PUBLIC SAFETY		15330	4265630224	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
	4/16/2026	301.44	MATS - PW		15331	4265630233	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
		<u>652.47</u>								
<b>165140</b>	<b>4/23/2026</b>		<b>102985 CINTAS FIRST AID</b>							
	4/17/2026	468.72	MEDICAL CABINET SERVICES		15355	5329612408	1340.6317		OTHER PROFESSIONAL SERVICES	GOVERNMENT BUILDINGS
		<u>468.72</u>								
<b>165141</b>	<b>4/23/2026</b>		<b>103559 CIT SOLUTIONS</b>							
	4/6/2026	6,334.00	VERKADA ALARMS/PANIC BUTTNS CH		15008	512901	1120.6570		OFFICE EQUIP, FURNISHINGS, IT	GENERAL GOVERNMENT
	4/22/2026	3,609.00	CREDIT FOR DUPLICATE PAYMENT		15376	CM331718	1120.6318		SOFTWARE FEES	GENERAL GOVERNMENT
		<u>2,725.00</u>								
<b>165142</b>	<b>4/23/2026</b>		<b>102948 CITIBOT INC</b>							
	4/15/2026	8,052.00	ANNUAL MAINT/SUPPORT FEE		15269	3428	1120.6318		SOFTWARE FEES	GENERAL GOVERNMENT
		<u>8,052.00</u>								
<b>165143</b>	<b>4/23/2026</b>		<b>100486 DAK CNTY LICENSE CTR #096</b>							
	4/21/2026	18.25	LICENSE PLATE REPLACEMENT		15375	187568 TABS & PLATE	1330.6333		OTHER TRANSPORTATION COSTS	FLEET MAINTENANCE
		<u>18.25</u>								
<b>165144</b>	<b>4/23/2026</b>		<b>100832 DAK CNTY PROP TAXATION/RECORDS</b>							
	4/22/2026	8,816.00	2026 SPECIAL ASSESSMENT CHARGE		15380	2026 SPECIAL ASSESSMENT	1120.6310		PROFESSIONAL SERVICES	GENERAL GOVERNMENT
		<u>8,816.00</u>								
<b>165145</b>	<b>4/23/2026</b>		<b>106159 DOMAIN LISTINGS</b>							
	4/10/2026	288.00	DOMAIN RENEWAL 5/26-5/27		15168	DL-6849-9775 2026	1120.6318		SOFTWARE FEES	GENERAL GOVERNMENT
		<u>288.00</u>								
<b>165146</b>	<b>4/23/2026</b>		<b>103411 ECM PUBLISHERS INC</b>							
	4/15/2026	247.50	BOILER REPLACEMENT BIDS NOTICE		15279	1093890	1120.6343		LEGAL NOTICES	GENERAL GOVERNMENT
	4/16/2026	300.00	EXPO MOBILE ADS		15314	1094073	2100.6342	00050100	OTHER ADVERTISING	PORT AUTHORITY

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

4/16/2026 -- 4/29/2026

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>165146</b>	<b>4/23/2026</b>		<b>103411 ECM PUBLISHERS INC</b>						<b>Continued...</b>	
		547.50								
<b>165147</b>	<b>4/23/2026</b>		<b>105758 FIRST ADVANTAGE OCCUPATIONAL HEALTH SERV</b>							
	4/15/2026	293.68	ADMIN FEES FOR DRUG TESTING		15316	2508292603	1180.6315		PRE-EMPLOYMENT SCREENING SERV	HUMAN RESOURCES
		293.68								
<b>165148</b>	<b>4/23/2026</b>		<b>100207 GLOCK PROFESSIONAL INC</b>							
	4/17/2026	300.00	GLOCK CLASS TRAINING		15341	TRP/100226968	1210.6453		TRAINING COSTS	POLICE
		300.00								
<b>165149</b>	<b>4/23/2026</b>		<b>103639 GRAINGER</b>							
	4/15/2026	348.32	BAGS FOR ARBOR DAY		15271	9865753470	1510.6226	00040507	OTHER OPERATING SUPPLIES	PARK & RECREATION
		348.32								
<b>165150</b>	<b>4/23/2026</b>		<b>100986 JANI-KING OF MINNESOTA</b>							
	4/16/2026	1,050.00	EVENT CLEANING		15320	MIN04260198	1510.6317	00015100	OTHER PROFESSIONAL SERVICES	PARK & RECREATION
	4/16/2026	480.00	EVENT CLEANING		15321	MIN04260197	1510.6317	00016100	OTHER PROFESSIONAL SERVICES	PARK & RECREATION
		1,530.00								
<b>165151</b>	<b>4/23/2026</b>		<b>106663 KUNES APPLE VALLEY BUICK GMC INC</b>							
	4/16/2026	852.60	VEHICLE INSPECTION		15338	12577	1330.6384		MACHINERY & EQUIPMENT REPAIRS	FLEET MAINTENANCE
	4/16/2026	315.73	EXHAUST PARTS		15338	12577	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		1,168.33								
<b>165152</b>	<b>4/23/2026</b>		<b>100544 LEAGUE OF MN CITIES</b>							
	4/21/2026	65.00	MAYOR WORKSHOP LMC		15367	449952	1110.6453		TRAINING COSTS	LEGISLATIVE CONTROL
		65.00								
<b>165153</b>	<b>4/23/2026</b>		<b>100072 LEAGUE-MN CITIES INS TRUST</b>							
	4/10/2026	134.89	[REDACTED]		15155	25971	2375.6362		WORKERS COMPENSATION INSURANCE	INSURANCE
	4/10/2026	2,106.58	[REDACTED]		15156	26053	2375.6362		WORKERS COMPENSATION INSURANCE	INSURANCE
	4/10/2026	182.61	[REDACTED]		15157	26037	2375.6362		WORKERS COMPENSATION INSURANCE	INSURANCE
	4/10/2026	2,500.00	[REDACTED]		15158	26040	2375.6362		WORKERS COMPENSATION INSURANCE	INSURANCE
		4,924.08								
<b>165154</b>	<b>4/23/2026</b>		<b>101580 MACQUEEN</b>							
	4/16/2026	550.71	FIRE GLOVES		15315	P65017	1220.6242		MINOR EQUIPMENT	FIRE
		550.71								
<b>165155</b>	<b>4/23/2026</b>		<b>103697 MENARDS-APPLE VALLEY</b>							

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

4/16/2026 -- 4/29/2026

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>165155</b>	<b>4/23/2026</b>		<b>103697 MENARDS-APPLE VALLEY</b>						<b>Continued...</b>	
	4/13/2026	47.76	TRUCK SUPPLIES		15195	9674	1520.6226		OTHER OPERATING SUPPLIES	PARKS MAINTENANCE
	4/15/2026	539.25	CLEANING SUPPLIES		15264	9732	1330.6221		CLEANING SUPPLIES	FLEET MAINTENANCE
		587.01								
<b>165156</b>	<b>4/23/2026</b>		<b>107427 MENGESHA, MESGANAW</b>							
	4/22/2026	500.00	BANQUET HALL REFUND		15381	103840271 REF	1000.2204	00015100	P&R - REFUND CLEARING	GENERAL FUND BALANCE SHEET
		500.00								
<b>165157</b>	<b>4/23/2026</b>		<b>101363 METRO SALES INC</b>							
	4/17/2026	155.53	CH COMM DEV COPIER SN 1726		15349	INV3065425	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
	4/17/2026	15.23	CH COMM DEV COPIER SN 1726		15349	INV3065425	1120.6350		PRINTING COSTS	GENERAL GOVERNMENT
		170.76								
<b>165158</b>	<b>4/23/2026</b>		<b>103732 MN VALLEY TESTING LABS</b>							
	4/13/2026	50.30	BAC-T SAMPLES		15178	1351918	6100.6310		PROFESSIONAL SERVICES	WATER UTILITY
		50.30								
<b>165159</b>	<b>4/23/2026</b>		<b>103737 MTI DISTRIBUTING INC</b>							
	4/15/2026	1,479.56	MOWER BLADES		15263	1512782-00	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		1,479.56								
<b>165160</b>	<b>4/23/2026</b>		<b>106636 NAPA AUTO PARTS</b>							
	4/16/2026	89.84	FILTERS		15323	702367	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	4/16/2026	224.44	BRAKE PARTS		15324	702524	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	4/16/2026	17.55	FILTERS		15325	703001	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	4/16/2026	41.88	SHOP SUPPLIES		15326	703051	1330.6226		OTHER OPERATING SUPPLIES	FLEET MAINTENANCE
	4/17/2026	15.60	FILTERS		15353	703083	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
	4/17/2026	32.60	FILTERS		15354	703119	1330.6231		EQUIPMENT REPAIR SUPPLIES	FLEET MAINTENANCE
		421.91								
<b>165161</b>	<b>4/23/2026</b>		<b>100209 OFFICE OF MN IT SERVICES</b>							
	4/17/2026	91.35	MAR'26 LANGUAGE LINE		15340	W26030632	1210.6310		PROFESSIONAL SERVICES	POLICE
		91.35								
<b>165162</b>	<b>4/23/2026</b>		<b>102006 PELLICCI ACE ROSEMOUNT</b>							
	4/16/2026	38.97	LANDSCAPE PLANTS		15332	15341/R	1520.6235		LANDSCAPING SUPPLIES	PARKS MAINTENANCE
	4/16/2026	16.48	NUTS, BOLTS, COUPLER		15337	15346/R	1520.6226		OTHER OPERATING SUPPLIES	PARKS MAINTENANCE
	4/16/2026	13.98	GREASE, THREAD SEAL		15339	15351/R	1520.6226		OTHER OPERATING SUPPLIES	PARKS MAINTENANCE
	4/17/2026	8.98	HARDWARE		15358	15363/R	1520.6226		OTHER OPERATING SUPPLIES	PARKS MAINTENANCE
	4/17/2026	36.98	LANDSCAPE PARTS		15359	15367/R	1520.6235		LANDSCAPING SUPPLIES	PARKS MAINTENANCE

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

4/16/2026 -- 4/29/2026

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>165162</b>	<b>4/23/2026</b>		<b>102006 PELLICCI ACE ROSEMOUNT</b>						<b>Continued...</b>	
	4/20/2026	22.97	PHONE CABLE POTS LINES		15360	15362/R	1120.6220		OPERATING SUPPLIES	GENERAL GOVERNMENT
	4/21/2026	18.36	BUILDING REPAIR		15372	15361/R	1340.6233		BUILDING REPAIRS SUPPLIES	GOVERNMENT BUILDINGS
		156.72								
<b>165163</b>	<b>4/23/2026</b>		<b>103777 SAM'S CLUB</b>							
	4/17/2026	50.79	MEETING SUPPLIES		15348	20260410	1110.6460		MEETING EXPENSE	LEGISLATIVE CONTROL
	4/21/2026	399.96	STORAGE SHELVES		15363	202604081728375	1510.6242	00016100	MINOR EQUIPMENT	PARK & RECREATION
						8				
	4/21/2026	170.80	APPRECIATION EVENT		15370	P928000FX011DN9	1110.6460		MEETING EXPENSE	LEGISLATIVE CONTROL
						MKJ				
		621.55								
<b>165164</b>	<b>4/23/2026</b>		<b>100298 SRF CONSULTING GROUP INC</b>							
	4/17/2026	24,019.87	DUNMORE GREENWAY TRAIL		15352	12387.00-26	4100.6313	PGREEN	ENGINEERING SERVICES	PARK IMPROVEMENT
		24,019.87								
<b>165165</b>	<b>4/23/2026</b>		<b>103802 TK ELEVATOR CORPORATION</b>							
	4/20/2026	321.74	APR-JUN'26 ELEVATOR MAINT		15362	3009383240	1510.6384	00016100	MACHINERY & EQUIPMENT REPAIRS	PARK & RECREATION
		321.74								
<b>165166</b>	<b>4/23/2026</b>		<b>103817 UNLIMITED SUPPLIES INC</b>							
	4/16/2026	29.11	DRILL BIT, SCREWS		15334	516680	1520.6226		OTHER OPERATING SUPPLIES	PARKS MAINTENANCE
	4/16/2026	57.90	HEX NUTS, WASHERS, CABLE TIES		15335	516678	1330.6226		OTHER OPERATING SUPPLIES	FLEET MAINTENANCE
	4/16/2026	22.80	SCREWS		15336	517001	1520.6226		OTHER OPERATING SUPPLIES	PARKS MAINTENANCE
		109.81								
<b>165167</b>	<b>4/23/2026</b>		<b>103833 XCEL ENERGY</b>							
	4/14/2026	135.52	UMORE LIGHTS & IRRIGATION		15210	970580212	1520.6371		ELECTRIC	PARKS MAINTENANCE
	4/21/2026	39.72	SIGNAL LIGHTS		15371	972032191	1320.6371		ELECTRIC	STREET MAINTENANCE
	4/21/2026	72.05	STREET LIGHTS		15371	972032191	6400.6371		ELECTRIC	STREET LIGHT UTILITY
	4/21/2026	11,119.45	NON METERED STREET LIGHTS		15374	972107343	6400.6371		ELECTRIC	STREET LIGHT UTILITY
		11,095.70								
<b>26041701</b>	<b>4/17/2026</b>		<b>103031 BPAS-BENEFIT PLANS ADMIN SRVS</b>							
	4/16/2026	30.00			15299	041626918586	7020.2133.06		VEBA CONTRIBUTIONS	PAYROLL FUND
		30.00								
<b>26041702</b>	<b>4/17/2026</b>		<b>100272 MINNESOTA ENERGY RESOURCES CORP</b>							
	4/3/2026	702.81	FIRE STATION 2		14979	5867550572	1340.6373		GAS	GOVERNMENT BUILDINGS
		702.81								

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

4/16/2026 -- 4/29/2026

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>26041702</b>	<b>4/17/2026</b>		<b>100272 MINNESOTA ENERGY RESOURCES CORP</b>						<b>Continued...</b>	
<b>26041703</b>	<b>4/17/2026</b>		<b>103741 NATIONWIDE RETIREMENT SOL</b>							
	4/16/2026	5,893.61				15285 0416269185813	7020.2134.03		DEFERRED COMPENSATION - NATION PAYROLL FUND	
		<u>5,893.61</u>								
<b>26041704</b>	<b>4/17/2026</b>		<b>103741 NATIONWIDE RETIREMENT SOL</b>							
	4/16/2026	5,893.61				15285 0416269185813	7020.2134.03		DEFERRED COMPENSATION - NATION PAYROLL FUND	
		<u>5,893.61</u>								
<b>26041705</b>	<b>4/17/2026</b>		<b>100447 MN STATE RETIREMENT SYSTEM</b>							
	4/16/2026	19,014.99				15297 041626918584	7020.2134.02		DEFERRED COMPENSATION - MSRS PAYROLL FUND	
		<u>19,014.99</u>								
<b>26041706</b>	<b>4/17/2026</b>		<b>100447 MN STATE RETIREMENT SYSTEM</b>							
	4/16/2026	19,014.99				15297 041626918584	7020.2134.02		DEFERRED COMPENSATION - MSRS PAYROLL FUND	
		<u>19,014.99</u>								
<b>26041707</b>	<b>4/17/2026</b>		<b>100001 INTERNAL REVENUE SERVICE</b>							
	4/16/2026	1,324.20				15247 0415261046541	7020.2131.01		FEDERAL WITHHOLDING	PAYROLL FUND
	4/16/2026	913.00				15248 0415261046542	7020.2131.02		FICA/MEDICARE WITHHOLDING	PAYROLL FUND
	4/16/2026	47,501.38				15281 041626918581	7020.2131.01		FEDERAL WITHHOLDING	PAYROLL FUND
	4/16/2026	51,620.82				15292 041626918582	7020.2131.02		FICA/MEDICARE WITHHOLDING	PAYROLL FUND
		<u>101,359.40</u>								
<b>26042001</b>	<b>4/20/2026</b>		<b>103587 DAKOTA ELECTRIC ASSOCIATION</b>							
	4/3/2026	14.92	JAYCEE PARK CONTROL BLDG			14977 1002005379	1520.6371		ELECTRIC	PARKS MAINTENANCE
						03/26				
		<u>14.92</u>								
<b>26042002</b>	<b>4/20/2026</b>		<b>103587 DAKOTA ELECTRIC ASSOCIATION</b>							
	4/3/2026	19.37	WELCOME SIGN - NORTH			14973 1010050261	6400.6371		ELECTRIC	STREET LIGHT UTILITY
						03/26				
		<u>19.37</u>								
<b>26042003</b>	<b>4/20/2026</b>		<b>103587 DAKOTA ELECTRIC ASSOCIATION</b>							
	4/3/2026	24.50	WENSMANN POND MONITORING ST'N			14975 1003157294	6300.6371		ELECTRIC	STORM WATER UTILITY
						03/26				
		<u>24.50</u>								
<b>26042004</b>	<b>4/20/2026</b>		<b>103587 DAKOTA ELECTRIC ASSOCIATION</b>							

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

4/16/2026 -- 4/29/2026

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>26042004</b>	<b>4/20/2026</b>		<b>103587 DAKOTA ELECTRIC ASSOCIATION</b>						<b>Continued...</b>	
	4/3/2026	26.12	SIREN #13		14976	1003776226	1320.6371		ELECTRIC	STREET MAINTENANCE
						03/26				
		<u>26.12</u>								
<b>26042005</b>	<b>4/20/2026</b>		<b>101310 ALERUS FINANCIAL</b>							
	4/22/2026	36.00	MAR '26 COBRA MONTHLY SRV FEE		15383	C185398	1180.6310		PROFESSIONAL SERVICES	HUMAN RESOURCES
		<u>36.00</u>								
<b>26042006</b>	<b>4/20/2026</b>		<b>103587 DAKOTA ELECTRIC ASSOCIATION</b>							
	4/3/2026	36.54	STORM DRAIN LIFT ST'N #7		14978	1005601588	6300.6371	SWLS307	ELECTRIC	STORM WATER UTILITY
						03/26				
		<u>36.54</u>								
<b>26042007</b>	<b>4/20/2026</b>		<b>103710 MN CHILD SUPPORT</b>							
	4/16/2026	132.90			15283	0416269185811	7020.2136.01		CHILD SUPPORT	PAYROLL FUND
		<u>132.90</u>								
<b>26042008</b>	<b>4/20/2026</b>		<b>102920 GREAT AMERICA FINANCIAL SVCS</b>							
	4/6/2026	177.95	POSTAGE EQUIPMENT		15010	41590283	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
		<u>177.95</u>								
<b>26042009</b>	<b>4/20/2026</b>		<b>100272 MINNESOTA ENERGY RESOURCES CORP</b>							
	4/8/2026	305.21	FLINT HILLS REC COMPLEX		15090	5869160991	1520.6373		GAS	PARKS MAINTENANCE
		<u>305.21</u>								
<b>26042010</b>	<b>4/20/2026</b>		<b>102993 FP MAILING SOLUTIONS</b>							
	4/17/2026	500.00	POSTAGE REFILL		15350	04/16/2026	1120.6323		POSTAGE	GENERAL GOVERNMENT
						POSTAGE-CH				
		<u>500.00</u>								
<b>26042011</b>	<b>4/20/2026</b>		<b>103587 DAKOTA ELECTRIC ASSOCIATION</b>							
	4/3/2026	1,994.39	WELL #16		14974	1010007317	6100.6371	W116	ELECTRIC	WATER UTILITY
						03/26				
		<u>1,994.39</u>								
<b>26042012</b>	<b>4/20/2026</b>		<b>103742 NATIONWIDE RETIREMENT SOL</b>							
	4/16/2026	2,807.85			15250	0415261046544	7020.2134.03		DEFERRED COMPENSATION - NATION PAYROLL FUND	
		<u>2,807.85</u>								
<b>26042013</b>	<b>4/20/2026</b>		<b>103032 WEX HEALTH INC</b>							

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

4/16/2026 -- 4/29/2026

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>26042013</b>	<b>4/20/2026</b>		<b>103032 WEX HEALTH INC</b>						<b>Continued...</b>	
	4/16/2026	4,414.63			15300	041626918587	7020.2133.05		HSA CONTRIBUTIONS	PAYROLL FUND
		<u>4,414.63</u>								
<b>26042014</b>	<b>4/20/2026</b>		<b>100008 MN DEPT OF REVENUE</b>							
	4/22/2026	.20-	MAR'26 SALES & USE TAX		15379	03.26 S&U TAX	1150.6456		OTHER MISCELLANEOUS CHARGES	FINANCE
	4/22/2026	1.00	MAR'26 SALES & USE TAX		15379	03.26 S&U TAX	1180.6465		RECOGNITION/WELLNESS	HUMAN RESOURCES
	4/22/2026	.96	MAR'26 SALES & USE TAX		15379	03.26 S&U TAX	1210.6220		OPERATING SUPPLIES	POLICE
	4/22/2026	.36	MAR'26 SALES & USE TAX		15379	03.26 S&U TAX	1110.6460		MEETING EXPENSE	LEGISLATIVE CONTROL
	4/22/2026	1.03	MAR'26 SALES & USE TAX		15379	03.26 S&U TAX	1110.6460		MEETING EXPENSE	LEGISLATIVE CONTROL
	4/22/2026	28.53	MAR'26 SALES & USE TAX		15379	03.26 S&U TAX	1000.2061		SALES TAX PAYABLE	GENERAL FUND BALANCE SHEET
	4/22/2026	.27	MAR'26 SALES & USE TAX		15379	03.26 S&U TAX	2350.6460		MEETING EXPENSE	WELLNESS
	4/22/2026	61.46	MAR'26 SALES & USE TAX		15379	03.26 S&U TAX	2360.6226	00040706	OTHER OPERATING SUPPLIES	PARK & REC DONATIONS
	4/22/2026	3,421.87	MAR'26 SALES & USE TAX		15379	03.26 S&U TAX	6100.2061		SALES TAX PAYABLE	WATER UTILITY
	4/22/2026	1,651.72	MAR'26 SALES & USE TAX		15379	03.26 S&U TAX	6500.2061		SALES TAX PAYABLE	ICE ARENA
		<u>5,167.00</u>								
<b>26042015</b>	<b>4/20/2026</b>		<b>106340 ENTERPRISE FM TRUST</b>							
	4/14/2026	9,437.15	LEASE VEHICLES POLICE		15243	FBN5605716	4050.6550.21		MOTOR VEHICLES-POLICE	EQUIPMENT IMPROVEMENT
	4/14/2026	584.51-	PROCEEDS PD120 28DD8V		15243	FBN5605716	4050.4940		PROCEEDS FROM LEASES	EQUIPMENT IMPROVEMENT
		<u>8,852.64</u>								
<b>26042016</b>	<b>4/20/2026</b>		<b>106340 ENTERPRISE FM TRUST</b>							
	4/14/2026	11,364.22	LEASE VEHICLES PW		15242	FBN5614084	4050.6550.31		MOTOR VEHICLES-PW	EQUIPMENT IMPROVEMENT
	4/14/2026	1,601.87	LEASE VEHICLES		15242	FBN5614084	4050.6550		MOTOR VEHICLES	EQUIPMENT IMPROVEMENT
		<u>12,966.09</u>								
<b>26042017</b>	<b>4/20/2026</b>		<b>100002 MN DEPT OF REVENUE</b>							
	4/16/2026	761.60			15249	0415261046543	7020.2131.03		STATE WITHHOLDING	PAYROLL FUND
	4/16/2026	22,209.23			15296	041626918583	7020.2131.03		STATE WITHHOLDING	PAYROLL FUND
		<u>22,970.83</u>								
<b>26042018</b>	<b>4/20/2026</b>		<b>103759 PUBLIC EMPLOYEE</b>							
	4/16/2026	99,484.55			15287	0416269185815	7020.2132.01		PERA WITHHOLDING	PAYROLL FUND
		<u>99,484.55</u>								
<b>26042101</b>	<b>4/21/2026</b>		<b>107178 SYMETRA LIFE INSURANCE COMPANY</b>							
	4/2/2026	643.80			14884	0401269342018	7020.2133.08		ADDITIONAL DISABILITY INSURANC	PAYROLL FUND
	4/16/2026	.19			15290	0416269185818	1120.6143		LIFE INSURANCE	GENERAL GOVERNMENT
	4/16/2026	643.80			15290	0416269185818	7020.2133.08		ADDITIONAL DISABILITY INSURANC	PAYROLL FUND
		<u>1,287.79</u>								

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

4/16/2026 -- 4/29/2026

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>26042101</b>	<b>4/21/2026</b>		<b>107178 SYMETRA LIFE INSURANCE COMPANY</b>						<b>Continued...</b>	
<b>26042102</b>	<b>4/21/2026</b>		<b>103495 METRONET</b>							
	4/14/2026	1,845.00	APR'26 1G & 2G FIBER INTERNET			2319178 04/26	1120.6322		INTERNET	GENERAL GOVERNMENT
		<u>1,845.00</u>								
<b>26042103</b>	<b>4/21/2026</b>		<b>107178 SYMETRA LIFE INSURANCE COMPANY</b>							
	1/22/2026	444.43					7020.2133.10		SHORT TERM DISABILITY INSURANC	PAYROLL FUND
	4/2/2026	632.73					7020.2133.03		LIFE INSURANCE	PAYROLL FUND
	4/2/2026	947.09					7020.2133.09		LONG TERM DISABILITY INSURANCE	PAYROLL FUND
	4/2/2026	444.43					7020.2133.10		SHORT TERM DISABILITY INSURANC	PAYROLL FUND
	4/16/2026	12.82					1120.6134		OTHER	GENERAL GOVERNMENT
	4/16/2026	772.67					7020.2133.03		LIFE INSURANCE	PAYROLL FUND
	4/16/2026	2.70-					7020.2133.03		LIFE INSURANCE	PAYROLL FUND
	4/16/2026	42.50					7020.2133.03		LIFE INSURANCE	PAYROLL FUND
	4/16/2026	42.50					7020.2133.03		LIFE INSURANCE	PAYROLL FUND
	4/16/2026	42.50					7020.2133.03		LIFE INSURANCE	PAYROLL FUND
	4/16/2026	2.95-					7020.2133.03		LIFE INSURANCE	PAYROLL FUND
	4/16/2026	1.30-					7020.2133.03		LIFE INSURANCE	PAYROLL FUND
	4/16/2026	8.21-					7020.2133.03		LIFE INSURANCE	PAYROLL FUND
	4/16/2026	1.30-					7020.2133.03		LIFE INSURANCE	PAYROLL FUND
	4/16/2026	9.00-					7020.2133.03		LIFE INSURANCE	PAYROLL FUND
	4/16/2026	2.30-					7020.2133.03		LIFE INSURANCE	PAYROLL FUND
	4/16/2026	947.09					7020.2133.09		LONG TERM DISABILITY INSURANCE	PAYROLL FUND
	4/16/2026	14.16-					7020.2133.09		LONG TERM DISABILITY INSURANCE	PAYROLL FUND
	4/16/2026	19.18-					7020.2133.09		LONG TERM DISABILITY INSURANCE	PAYROLL FUND
	4/16/2026	444.43					7020.2133.10		SHORT TERM DISABILITY INSURANC	PAYROLL FUND
		<u>4,712.09</u>								
<b>26042401</b>	<b>4/24/2026</b>		<b>103033 WEX HEALTH INC</b>							
	4/10/2026	323.00	MAR'26 HSA/VEBA ADMIN FEES			00023503424-IN	1180.6317		OTHER PROFESSIONAL SERVICES	HUMAN RESOURCES
		<u>323.00</u>								
<b>26042701</b>	<b>4/27/2026</b>		<b>102920 GREAT AMERICA FINANCIAL SVCS</b>							
	4/6/2026	167.00	FOLDING MACHINE RENTAL			41650790	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
		<u>167.00</u>								
<b>26042702</b>	<b>4/27/2026</b>		<b>102920 GREAT AMERICA FINANCIAL SVCS</b>							
	4/6/2026	367.90	POSTAGE EQUIP & FOLDING MACH			41638450	1120.6392		OFFICE EQUIPMENT RENTALS	GENERAL GOVERNMENT
		<u>367.90</u>								

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

4/16/2026 -- 4/29/2026

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>26042801</b>	<b>4/28/2026</b>		<b>100272 MINNESOTA ENERGY RESOURCES CORP</b>						<b>Continued...</b>	
	4/14/2026	83.80	COMMUNITY CENTER		15213	5880635717	1510.6373	00017100	GAS	PARK & RECREATION
	4/14/2026	45.40	COMMUNITY CENTER		15213	5880635717	1510.6373	00015100	GAS	PARK & RECREATION
	4/14/2026	45.39	COMMUNITY CENTER		15213	5880635717	6500.6373		GAS	ICE ARENA
		<u>174.59</u>								
		<u>498,641.95</u>	Grand Total							

Payment Instrument Totals

Checks	167,810.63
EFT Payments	320,718.27
A/P ACH Payment	<u>10,113.05</u>
Total Payments	498,641.95

**ROSEMOUNT CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
APRIL 21, 2026**

**CALL TO ORDER/PLEDGE OF ALLEGIANCE**

Pursuant to due call and notice thereof, a regular meeting of the Rosemount City Council was held on Tuesday, April 21, 2026, at 7:00 PM. in Rosemount Council Chambers, 2875 145th Street West.

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

Staff present included the following; Egger, Malecha, Kienberger, Martin and Saunders.

**APPROVAL OF AGENDA**

**Motion by Weisensel Second by Klimpel**

**Motion to Approve the Agenda**

**Ayes: 4.**

**Nays: None. Motion Carried.**

**PRESENTATIONS AND PROCLAMATIONS**

- a. Swearing in of Deputy Fire Marshal Chad Ganfield and Admin Specialist Krissy Horner

Chief Springer of the Rosemount Fire Department introduced two new full-time fire staff members: Lt. Krissy Horner, who will serve as a firefighter and Fire Administrative Specialist, and Chad Ganfield, who will serve as Deputy Fire Marshal. Chief Springer also outlined their day-to-day responsibilities and noted that both Mr. Ganfield and Ms. Horner are Rosemount residents and current on-call Rosemount firefighters.

Mayor Weisensel administered the oath of office.

- b. Recognition of Rosemount High School Girls Basketball Team

Coach Orr thanked the City Council for recognizing the team's first state championship in 35 years and highlighted the team's collective GPA of 3.77. He praised the athletes for their strong support of one another throughout the season and expressed appreciation to local businesses for their encouragement through signs, social media posts, streaming the games for customers, and providing meals to the team.

City Administrator Martin read a note from Councilmember Theisen in his absence congratulating the team.

- c. Recognition of City of Rosemount Volunteers & Just Serve City Proclamation

In recognition of National Volunteer Week, City Administrator Martin presented information to the City

Council highlighting the vital role of nearly 10,000 volunteers in the community. He noted the many opportunities available, including Adopt-A-Street, Adopt-A-Drain, and Adopt-A-Park, among others. The Council is proposing that the City join the Just Serve program honoring volunteerism.

Councilmembers read the Proclamation aloud.

The City will move forward with joining the JustServe program.

d. Arbor Day Proclamation

Dan Schultz, Parks and Recreation Director, addressed the Council regarding the observance of Arbor Day on May 2. He noted that the City will distribute 150 trees and reminded residents to contact Gopher State One before digging, along with other safety considerations for work in their yards.

Councilmembers read the Proclamation aloud.

**Motion by Weisensel Second by Klimpel**

**Motion** to approve the attached proclamation naming May 2, 2026 as Arbor Day.

**Ayes: 4.**

**Nays: None. Motion Carried.**

e. Play For Patrick Heart Screening Event

Dan Schultz, Park & Recreation Director, noted the City of Rosemount is cosponsoring the Play for Patrick event, which provides heart screenings for individuals ages 13–24, including EKGs, lifesaving skills training, and an AED donation to the host community. The organization has educated numerous local communities and has donated AEDs to various locations.

With no questions from Councilmembers, no further action was required. This item was presented as an informational update.

f. Interim Ordinance Authorizing a Study and Imposing a Moratorium on Data Centers

Community Development Director Adam Kienberger provided an update to the City Council on the current status of data centers in Rosemount. He noted that the proposed moratorium is a reasonable and responsible approach to allow for thoughtful review. In response to Councilmember Klimpel's question regarding the duration of the moratorium, Mr. Kienberger explained that a one-year period is considered best practice, state law, and staff is recommending the full year timeframe.

Councilmembers Essler, Klimpel, Freske, and Mayor Weisensel expressed their support for the moratorium and agreed that addressing the community's concerns is a top priority, along with moving from speculation to evidence.

**Motion by Freske Second by Essler**

**Motion** to adopt an interim ordinance authorizing a study and imposing a moratorium on data centers and a **Motion** to adopt a resolution approving the summary publication

**Ayes: 4.**

**Nays: None. Motion Carried.**

## **RESPONSE TO PUBLIC COMMENT**

City Administrator Logan Martin provided a brief update on the significant amount of public comment received at the previous City Council meeting. He thanked the Council for supporting the moratorium and for fostering productive, research-driven dialogue. Mr. Martin noted that ongoing updates regarding the Gross Alpha water condition will be reported quarterly, and residents should watch for notifications in the mail. He also stated that the City has reached a formal agreement with the State of Minnesota on the plans moving forward for water issues.

## **PUBLIC COMMENT**

**William Zaragoza**  
**12930 Bengal Ave**

Mr. Zaragoza thanked the City Council for supporting the moratorium. He encouraged the City to hire an independent third party to gather the information for the study, focus on environmental impacts specifically water and power, and educate residents on accountability measures in place in the event of a negative impact.

**Bishop Yhone Chapinsky**  
**14304 Cimarron Ave**

Mr. Chapinsky is here on behalf of the JustServe program. He thanked City Council and the City for their efforts. Then he introduced President Patrick Thibaudeau, who expressed his gratitude and excitement about working with Rosemount through the JustServe program.

**Brian Dawson**  
**4479 Evermoor Parkway**

Mr. Dawson thanked the Council for their vote regarding the moratorium and future data center proposals. He cautioned the City against entering into nondisclosure agreements and encouraged Councilmembers to remain informed on the issue and maintain transparency in City leadership.

**Vanessa Demuth**  
**13466 Danube Lane**

Ms. Demuth informed the Council that the minutes from the April 7 City Council meeting, during which she spoke, were recorded incorrectly. She clarified that her request was for the City to begin offering water filters immediately to households with infants 12 months of age and younger. Ms. Demuth reiterated her request that the previously discussed filter program be implemented by the City as soon as possible.

**Ashley [Last name not provided]**  
**14926 Adare Way**

Ms. Ashley stated that, although she has replaced her home’s water filters and drinking system, she remains concerned about her daughter’s protection from potential health risks, specifically lymphoma. She requested additional information on how residents can protect themselves and their families regarding water-related issues and asked what actions are being taken to address these concerns.

**Kathy Pritchard**  
**15703 Crystal Path**

Ms. Pritchard thanked the City Council for supporting the one-year moratorium but expressed ongoing concerns regarding the City’s water issues. She stated that she does not believe a water treatment facility, the water system plan, or the wellhead protection plan can be completed or updated within a one-year timeframe. She requested an update on the Gross Alpha plan and asked to see progress moving forward.

**CONSENT AGENDA**

Councilmember Klimpel recalled the public comment received this evening regarding item 6.b. and an edit to be made to the minutes. City Administrator Martin noted if Council would like to acknowledge the edit and keep item 6.b. on the consent agenda. Staff will review the minutes and update accordingly. City Council agreed to keep item 6.b. on the consent agenda.

**Motion by Essler Second by Freske**

**Motion to Approve the Consent Agenda.**

**Ayes: 4 .**

**Nays: 0. Motion Carried.**

- a. Bill Listings
- b. Minutes of the April 7, 2026 Regular Meeting Minutes
- c. Minutes of the April 7, 2026 Work Session Proceedings
- d. Donation Acceptance from Merchants Bank
- e. Mow Less May Proclamation
- f. Donation Acceptance from Rosemount Beyond the Yellow Ribbon
- g. Declaration of Surplus Property - Administrative Services
- h. 2025 Interfund Transfers
- i. Ice Resurfacers Purchase
- j. Rosemount Arena - Chiller Replacement
- k. Rosemount Port Authority Annual Report

**PUBLIC HEARINGS**

None.

**UNFINISHED BUSINESS**

None.

**NEW BUSINESS**

None.

**ANNOUNCEMENTS**

a. City Staff Updates

City Administrator Martin updated Councilmembers on current happenings. He touched on what a success the Guns & Hoses hockey game was that raised \$15,000.00 and highlighted the many efforts of Beyond the Yellow Ribbon.

Mr. Egger announced that the Public Works Campus has been awarded Project of the Year by the National American Public Works Association. He noted that this is a significant recognition for an outstanding facility. Mr. Egger will accept the award on behalf of the City later this summer in Houston, Texas.

b. Upcoming Community Calendar

Mayor Weisensel reviewed the calendar of events and upcoming meetings.

**ADJOURNMENT**

There being no further business to come before the City Council at the regular council meeting and upon a motion by Weisensel and a second by Klimpel the meeting was adjourned at 8:04 p.m.

Respectfully submitted,

Sarah Saunders  
Deputy City Clerk

City Council Regular Meeting: May 5, 2026

<b>AGENDA ITEM:</b> Donation acceptance from Kidde	<b>AGENDA SECTION:</b> CONSENT AGENDA
<b>PREPARED BY:</b> Kip Springer, Fire Chief	<b>AGENDA NO.</b> 6.c.
<b>ATTACHMENTS:</b> Resolution	<b>APPROVED BY:</b> LJM
<b>RECOMMENDED ACTION:</b> Motion to approve the acceptance and expenditure of 76 smoke detectors valued at \$4,557.72 dollars from Kidde Fire Safety to be used within the community.	

**BACKGROUND**

The Fire Department received 76 smoke detectors valued at \$4557.72 from Kidde Fire Safety. These will be used by the Fire Department within our community.

**RECOMMENDATION**

Motion to approve the acceptance and expenditure of 76 smoke detectors valued at \$4,557.72 dollars from Kidde Fire Safety to be used within the community.

**CITY OF ROSEMOUNT  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 2026 - XX**

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

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

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

Kidde Fire Safety

76 Smoke Detectors, Valued at \$4,557.72

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

To be used by the Fire Department within our community.

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

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

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

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

**ADOPTED** this 5<sup>th</sup> day of May, 2026, by the City Council of the City of Rosemount.

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

**ATTEST:**

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

City Council Regular Meeting: May 5, 2026

<b>AGENDA ITEM:</b> Donation acceptance for Fire Department	<b>AGENDA SECTION:</b> CONSENT AGENDA
<b>PREPARED BY:</b> Kip Springer, Fire Chief	<b>AGENDA NO.</b> 6.d.
<b>ATTACHMENTS:</b> Resolution	<b>APPROVED BY:</b> LJM
<b>RECOMMENDED ACTION:</b> Motion to approve the acceptance and expenditure of \$3,070 dollars from various donors to be used for Fire Prevention supplies for the Fire Department.	

**BACKGROUND**

Each year, the National Fire Safety Council supports the Fire Department by collecting monetary donations from local businesses to be utilized for Public Education and public education in our community. Checks have been received from the following businesses:

- \$1750.00 from Spectro Alloys
- \$350.00 from First State Bank of Rosemount
- \$280.00 from the Church of St. Joseph
- \$210.00 from Wayne Transports Inc.
- \$150.00 from Rosemount Auto Service
- \$105.00 from Twin Cities Homes
- \$105.00 from Rosemount VFW
- \$70.00 from Ronco Manufacturing Inc.
- \$50.00 from Rosemount Saw and Tool

Total donations received = \$3,070.00

**RECOMMENDATION**

Motion to approve the acceptance and expenditure of \$3,070 dollars from various donors to be used for Fire Prevention supplies for the Fire Department.

**CITY OF ROSEMOUNT  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 2026 - XX**

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

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

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

<u>Various Donors</u>	<u>\$3,070</u>
-----------------------	----------------

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

To be used by the Fire Department for Fire Prevention supplies

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

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

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

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

**ADOPTED** this 5<sup>th</sup> day of May, 2026, by the City Council of the City of Rosemount.

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

**ATTEST:**

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

City Council Regular Meeting: May 5, 2026

<b>AGENDA ITEM:</b> Service Agreement – Rosemount Area Arts Council (RAAC)	<b>AGENDA SECTION:</b> CONSENT AGENDA
<b>PREPARED BY:</b> Dan Schultz, Parks & Recreation Director	<b>AGENDA NO.</b> 6.e.
<b>ATTACHMENTS:</b> Agreement	<b>APPROVED BY:</b> LJM
<b>RECOMMENDED ACTION:</b> Motion to approve the 2026 Service Agreement with the Rosemount Area Arts Council (RAAC).	

**BACKGROUND**

The 2025 service agreement with RAAC has come to an end. As in past service agreements with RAAC, the agreement outlines the variety of arts and cultural programs and activities offered to the public by RAAC. In return for their programming and event planning efforts, RAAC receives rent-free use of City facilities based on City policies for RAAC sponsored activities as outlined in the service agreement.

The service agreement also includes language that allows RAAC space in the Parks and Recreation Department activities brochures.

**RECOMMENDATION**

Staff is recommending that the City Council consider entering into the 2026 Service Agreement with RAAC.

**SERVICE AGREEMENT  
BETWEEN THE CITY OF ROSEMOUNT  
AND THE ROSEMOUNT AREA ARTS COUNCIL**

**THIS AGREEMENT** is made the \_\_\_\_\_ day of May 2026 by and between the City of Rosemount, a Minnesota municipal corporation (hereinafter referred to as “City”) and the Rosemount Area Arts Council, a Minnesota Non- Profit 501(c)(3) (hereinafter referred to as “RAAC”);

**WITNESSETH:**

**WHEREAS**, for the past several years RAAC has sponsored or co-sponsored a variety of community arts and cultural activities (that have included Art Blast, Author Readings, Christmas at the Steeple Center, Photo Contest, Theatrical Productions and other art events for the benefit of the residents of Rosemount and surrounding areas regardless of race, ethnicity, sexual identity, age, social, financial, and physical and mental abilities; and

**WHEREAS**, the city council of the City has determined that it is in the best interest of the City and its citizens to promote the City and its businesses and to provide arts and cultural opportunities for its residents and contributing to the economy of the City by entering into an agreement with the RAAC to conduct community arts and cultural activities and to provide volunteer services at the Steeple Center and Central Park Amphitheater in 2026;

**WHEREAS**, the Rosemount Area Arts Council will from time to time make permanent donations of capital enhancements to the Steeple Center with agreement of the City;

**NOW, THEREFORE**, on the basis of the premises and the mutual covenants and agreements hereinafter set forth, it is agreed as follows:

1. The Rosemount Area Arts Council will organize and conduct, in cooperation with the city staff, arts and cultural activities listed in attachment A, and other similar events and activities, which shall be conducted on various dates and in various locations, on dates to be agreed upon by RAAC and the staff from the Parks and Recreation Department, in

accordance with practices and standards of other activities conducted in past years. RAAC shall be given first preference in reserving permits for use of the facilities after all City events are permitted. Services shall include the recruitment, selection, training, and managing of volunteers and independent contractors as are necessary to conduct the RAAC sponsored arts activities, and shall include but not be limited to:

- a. advertising and promotions including the design, production and distribution of flyers, posters, and the development and installation of signs and banners; and
  - b. securing all necessary governmental permits and seeking approval of other required City action; and
  - c. soliciting financial support from individuals, businesses and organizations including sponsorships of certain events and grants; and
2. RAAC will undertake the work of this agreement as an independent contractor, and RAAC officers, volunteers, independent contractors, and agents shall not be deemed agents or employees of the City for any purposes including, but not limited to, income tax withholding, workers' compensation and unemployment compensation.
  3. RAAC will maintain liability insurance providing the following coverages: Commercial general liability with personal injury limits of not less than \$1,000,000 per occurrence and a general aggregate limitation of not less than \$2,000,000. The City of Rosemount will be named as additional insured on all such policies and proof of insurance will be provided to the City.
  4. As consideration for the services provided by RAAC,
    - a. The City will allow RAAC access to recreational facilities owned and operated by the City, at no cost to RAAC. RAAC will need to secure facility use permits and abide by the policies set forth by the City for the use of said facilities. The City maintains the right to refuse use of facilities on requested dates for any reason as determined by Parks and Recreation staff.
    - b. The City will provide two pages at no cost to RAAC in the Parks and Recreation Brochure. RAAC will also have the opportunity to pay for the design, production and mailing costs of up to two additional pages in the Parks and Recreation brochure should space be available.
    - c. RAAC will maintain the scheduling of exhibit space on both the first and second floors of the Steeple Center, including the glass cabinet on the second floor, and will assure the exhibits will be consistently updated for viewing by the public.
    - d. RAAC will be permitted to use promotional flags and banners at the Steeple Center and Central Park at no charge as allowed by City ordinances.

- e. The City will allow RAAC access to the following storage areas in the Steeple Center: two rooms and two wardrobe closets in the basement (not including closet), the two confessionals in Assembly Hall, the closet in the ready room, and the alcove in the Assembly Hall balcony. These spaces must be kept neat and orderly, keeping all access points clear. Items in the balcony must not be visible from the floor.
- f. The City will grant RAAC exclusive use of the sound equipment listed in Attachment B. While the City maintains ownership of the equipment, RAAC is responsible for the maintenance, repair, and replacement of the equipment as needed. RAAC will be provided with a key to the south confessional, which is where this equipment is stored. No other user group will have access (except the City). RAAC will submit an annual inventory of the equipment to the Parks and Recreation department.

- 5. All services and activities conducted by RAAC shall be on a nondiscriminatory basis and in full compliance with all state and federal civil and human rights laws, regulations and rulings.
- 6. Those possessing current peddlers/solicitors' licenses cannot be part of the RAAC activities unless they have registered with RAAC and have been approved by RAAC's Board of Directors.

**CITY OF ROSEMOUNT**

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

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

**ROSEMOUNT AREA ARTS COUNCIL**

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

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

## Attachment A

**Current or recent programs sponsored by the Rosemount Area Arts Council that support the RAAC mission of “Building and Strengthening Our Community Through the Arts.” (updated 4/14/26)**

**ArtBlast-**This is a week-long series of events that attracts the community to a variety of activities. Nearly all events are free to the public. Included during this week are:

**Photo Contest-** Celebrating the photographer in all of us, the Steeple Center has been the perfect place to display entries. The contest includes the categories of nature and lifestyle, “Give us your best shot,” black and white, altered, youth, etc. Co-sponsored with the City of Rosemount.

**Melodrama-** This popular event is staged in the amphitheater where the audience is encouraged to cheer the hero and boo the villain.

**Band Concerts-** Traditional favorites have been the John Philip Sousa Memorial Band, Salsa del Soul, Brio Brass Band, Panhandlers Steel Drum Band, etc.

### **Art Exhibits in the Steeple Center and Robert Trail Library**

**Quilt and Fiber Art Show-** This show fills the Steeple Center’s Assembly Hall with the beautiful work of area quilters and fabric artists.

**Adult Painting Class-** Lead by a local artist, participants follow along and create a beautiful piece of art to take home.

**“Let’s Play: A Play in a Day”-** Kids create their own play in a 9 am-3 pm workshop.

**Kids Art in the Park and Balloon Lady-** Kids are able to do assorted art projects under the picnic shelter at Central Park, while the balloon lady makes fanciful creations.

**Writing Classes-** Professional writers lead budding writers in activities to increase their creative skills.

**Ethnic Dance Festival-** This event has included East Indian, Mexican, Irish, Flamenco, and Indigenous dancers.

**Yoga in the Park-** Free class at Central Park

**Paw Prints-** Held in Fluegels parking lot, participants have their pets’ paws printed, then local artists embellish the print with whimsical drawings.

**Bluegrass Concert-** A RAAC event since 2009, it showcases a wide assortment of Bluegrass music for the whole town to enjoy.

### **RAAC’s Literary Committee projects/events:**

**Meet the Author** – This is one of RAAC’s longest running programs. RAAC has worked with the Robert Trail Library each month from fall through spring to honor local authors dedicated to the art of writing and has welcomed the public to hear the authors speak of their journeys.

**Writers Festival and Book Fair-** This March event hosts a well-known author as keynote speaker, workshops for budding or experienced writers, and a book fair with over 50 authors sharing their stories and selling their books.

**Country Faire-** Held in September, this event features authors sharing and selling their books, artists and artisan food makers sharing their ware, live music, and food trucks for a fun, fall day.

**Concerts at the Steeple Center and the Central Park Amphitheater-** A variety of concerts are held at the Steeple Center and amphitheater. Concerts include Bluegrass, Jazz, and Tribute bands. An annual Veterans Day concert is also presented each November, free to all veterans to honor their service.

**PHDs and UFOs-** “Projects half done” and “Unfinished objects” may be worked on at weekly Thursday afternoon sessions in the Steeple Center.

**Front Porch Players Community Theater-** This Community Theater was launched in 2013. It produces two plays each year. All ages are welcome to participate.

**Second Act Players (SAP) Senior Theater-** SAP is for those 50 plus years of age, with or without theater experience. They produce two plays each year.

**Student Art Displays and Receptions-** This is another one of RAAC’s longest running programs. Rosemount area schools display their students’ art for a 3 -4 week period at the Robert Trail Library during the school year. A reception is held for the students at the beginning of each time period.

**Art Exhibits-** Years ago, RAAC purchased an art hanging system for the Steeple Center and has been responsible for curating shows ever since. Local and area artists are featured in quarterly displays. A wide variety of art has been featured, from assorted media of painting, to photography, pottery, pine needle basketry, fine lace tatting, etc. A reception is held in honor of the artist during the exhibition period.

**Christmas at the Steeple Center –** This variety show has been packed full of artists from musicians to dancers utilizing their talents in the name of a favorite time of year. The Steeple Center is the perfect place to call home for the holidays. It is a big event with a “small-town” feel.

**Other Activities:** RAAC participates in the City of Rosemount’s Expo and the Leprechaun Days parade.

**Community Art Projects -** RAAC has coordinated two large scale art projects which allowed for the participation of members of the entire Rosemount area community. The first was the One Tile One Rosemount mural project where 9600 tiles were personalized by students at area schools, and attendees at local events like Leprechaun Days, etc. The tiles were then mounted on two 4 x 8 sheets of plywood to create a beautiful panoramic view of the Mississippi River by Schaars Bluff. It is mounted in the entryway of the Robert Trail Library. The second piece is called the Gratitude Wall. A scene, with trees and roots painted by RAAC member and artist, Laura Baker, expressing community, had 2400 holes filled with the hand-written gratitudes of the public.

# Attachment B

## Sound & Light System Inventory Checklist (Updated 2/9/21)

### ***On Cart:***

- ✓ Behringer X32 Producer 40-channel Digital Mixer
- ✓ Mixing board light – 18” gooseneck (on top of box)
- ✓ Sound Box & Microphones - Shure ULXS124/85 dual channel mixed wireless mic system (lower shelf)
  - 3 handheld vocal wireless mics (Shure SM58, in drawer)
  - 4 wireless body packs (Williams Sound PPA R37, in drawer)
  - 4 Extra Antennas (in drawer)
  - System stored in Gator GR-8L – Portable polyethylene case

### ***On Shelves and Floor:***

- 4 Earset Headworn Microphones – beige (Shure WCE6iTCountryman Omnidirectional)
- 4 Handheld Vocal Mics (Shure BETA58)
- 2 Dynamic Instrument Mics (Audix F5)
- 1 Condenser instrument mic with clip (Audix F9)
- 1 Light Mixing Console – Pathway Connectivity Cognito Starter
- 4 Monitor/front fill speakers – white
- 5 Boom Microphone Stands in case (On Stage MS7701B)
- 1 Mighty Bright Orchestra Music Stand LED Light

### ***Hanging on Hooks***

- 6 Microphone cables – 30 foot (Pro Co MIC XF/XM 30FT LO-Z)
- 4 Monitor cables (Rapco 12AWG cable with Neutrik Speakon NL4/2 cable connectors)
- 1 Cat 6 Network Cable (100')
- 1 Cat6 Ethercon Compatible RJ45 Pro Audio Snake Cable (50') Seismic Audio SA-ET50

***Other Locations:***

- ✓ Spot Light (balcony)
- ✓ 4 Miniature Condenser Microphones (Audix M1255, hanging over stage)
- ✓ Hanging Audix M1255 Microphone Accessories (on shelves in confessional)
  - 4 Hanging Clips (MC-HANGER)
  - 4 External Foam Windscreen (WS1218)

City Council Regular Meeting: May 5, 2026

<b>AGENDA ITEM:</b> Youth Commission Appointments	<b>AGENDA SECTION:</b> CONSENT AGENDA
<b>PREPARED BY:</b> Sarah Saunders, Deputy City Clerk	<b>AGENDA NO.</b> 6.f.
<b>ATTACHMENTS:</b>	<b>APPROVED BY:</b> LJM
<b>RECOMMENDED ACTION:</b> Staff recommends the City Council appoint the individuals listed below to the Youth Commission for the 2026-2027 term.	

### BACKGROUND

The City Council received applications from 27 Rosemount residents interested in and willing to serve as members on the Youth Commission. This includes 7 current youth commissioners who have reapplied to serve on the next commission term and are eligible to be reappointed. According to the Commission bylaws, the term shall run between the May Annual meetings of each year. The following youth have applied for the youth commission:

- |                   |                   |                 |
|-------------------|-------------------|-----------------|
| Ava Carlson       | Cindy Harvey      | Ansal Mohamed   |
| Hannah Decker     | Anushka Jacob     | Veronica Nelson |
| Heseda Essayas    | Rebecca John      | Iqra Noman      |
| Sabella Essayas   | Sahar Khaksar     | Jaslynn Ortiz   |
| Alyssa Fitzgerald | Amelia Linnan     | Elle Rhoades    |
| Hailey Geller     | Celeste Linnan    | Alexis Sell     |
| Lewi Gersam       | Daksha Macharla   | Harper Swift    |
| Elon Getachew     | McKenzie Michalak | Lidya Tadesse   |
| Genesis Giray     | August Millman    | Harlow Webster  |

On April 21, the City Council hosted a Meet & Greet for individuals interested in serving on the commission. Staff and Council look forward to collaborating with this group of young leaders, whose fresh perspectives and innovative ideas will be valuable assets to the community.

### RECOMMENDATION

Staff recommends the City Council appoint the individuals listed to the Youth Commission for the 2026-2027 term.

City Council Regular Meeting: May 5, 2026

<b>AGENDA ITEM:</b> Charitable Gambling Premise Permit Eagan Lions Club Gambling	<b>AGENDA SECTION:</b> CONSENT AGENDA
<b>PREPARED BY:</b> Sarah Saunders, Deputy City Clerk	<b>AGENDA NO.</b> 6.g.
<b>ATTACHMENTS:</b>	<b>APPROVED BY:</b> LJM
<b>RECOMMENDED ACTION:</b> Motion to adopt the draft Resolution approving the Charitable Gambling Premise Permit for Eagan Lions Club Gambling at Tops Pizza & Grill., located at 14533 Dodd Blvd, Rosemount.	

### BACKGROUND

Eagan Lions Club Gambling is requesting consideration for a Gambling Premise Permit at Tops Pizza & Grill., located at 14533 Dodd Blvd, Rosemount. Eagan Lions Club Gambling currently holds a Gambling Premise Permit at Cedarvale Lanes, Fitz’s Bar & Grill, and Bald Man Brewing Co. all located in Eagan, Minnesota. The Eagan Lions Club Gambling is in the process of submitting their application with the State of Minnesota which requires approval from the City Council to proceed.

Steve Lempelius will serve as the gambling manager. The Rosemount Police Department has conducted the appropriate background check and determined that there are no issues that would disqualify the applicant from obtaining a gambling license. The Eagan Lions Club is a non-profit organization chartered for the purpose of providing community service to local communities and counties, and greater Minnesota. Chartered in 1969, the Eagan Lions Club provides additional services including vision screening in District 196 school, comprehensive eye exams, eyeglasses and hearing aid financial support for families in need. The Eagan Lions Club Gambling proceeds benefit many charities in Rosemount, including Hope Fieldhouse, Irish sports, Rosemount American Legion, Boy Scout Eagle Scout projects, and the Rosemount Senior Center.

Eagan Lions has been informed of the Rosemount City Code and will have no issues complying. Organizations conducting lawful gambling in Rosemount must spend 80% of their annual lawful purpose expenditures within Rosemount or its contiguous cities. In addition, the Rosemount Area Hockey Association and the Irish Football Boosters have previously held a gambling premises license at Tops Pizza & Grill, however they are no longer interested in having a permit there. Tops Bar & Grill attempted to keep gambling locally in Rosemount, but every organization contacted was either full or unavailable.

### RECOMMENDATION

Motion to adopt the draft Resolution approving the Charitable Gambling Premise Permit for Eagan Lions Club Gambling at Tops Pizza & Grill., located at 14533 Dodd Blvd, Rosemount.

City Council Regular Meeting: May 5, 2026

<b>AGENDA ITEM:</b> Renewal of Consumption and Display (Set Up) Permit, Genesis Ranch	<b>AGENDA SECTION:</b> CONSENT AGENDA
<b>PREPARED BY:</b> Erin Fasbender, City Clerk	<b>AGENDA NO.</b> 6.h.
<b>ATTACHMENTS:</b>	<b>APPROVED BY:</b> LJM
<b>RECOMMENDED ACTION:</b> Motion to Approve the Renewal of a Consumption and Display Permit for Genesis Ranch on the premise located at 13273 Pine Bend Trail	

**BACKGROUND**

On April 18, 2023 the City Council issued a Consumption and Display (Set Up) Permit to Genesis Ranch. The Consumption and Display (Set Up) Permit expires annually on March 31<sup>st</sup>. The license will not be effective until approved by the City of Rosemount and final approval is received by the Department of Public Safety/Alcohol and Gambling Enforcement Division. The State fee for the license is \$250 and the City fee is \$140.

City Code allows for Consumption and Display (Set Up) Permits to be issued to business establishments in accordance with the provisions of Minnesota Statutes Section 340A.414 for the consumption or display of intoxicating liquor or the serving of any liquid for the purpose of mixing with intoxicating liquor. The permit does not authorize the sale of intoxicating liquor.

Genesis Ranch will be subject to inspection by the commissioner and the commissioner’s representative and by peace officers, who may enter and inspect during reasonable hours. Intoxicating liquor sold, served or displayed in violation of law may be seized. The Police Department and City Clerk have reviewed the application and have found no reason to deny the request.

**RECOMMENDATION**

Staff recommends renewal of the Consumption and Display Permit for Genesis Ranch on the premise located at 13273 Pine Bend Trail.

City Council Regular Meeting: May 5, 2026

<b>AGENDA ITEM:</b> Temporary On-Sale Liquor License - American Legion	<b>AGENDA SECTION:</b> CONSENT AGENDA
<b>PREPARED BY:</b> Sarah Saunders, Deputy City Clerk	<b>AGENDA NO.</b> 6.i.
<b>ATTACHMENTS:</b>	<b>APPROVED BY:</b> LJM
<b>RECOMMENDED ACTION:</b> Motion to approve a Temporary On-Sale Liquor License for the American Legion to hold a special event on June 13, 2026 at 14590 Burma Ave West subject to conditions within the staff report	

**BACKGROUND**

The Rosemount American Legion has submitted a request for a Temporary On-Sale Liquor License at 14590 Burma Ave West. The purpose of the request is to hold outdoor events (corn hole tournament for Folds of Honor and Flag Day burning ceremony) in their south parking lot and pavilion from 10:00am-7:00pm.

Staff recommends approval of the temporary license as requested by the American Legion to hold an event on June 13, 2026. The approvals are subject to the following conditions:

- The parking lot area be fenced in a manner consistent with prior years and approved by the Rosemount Chief of Police.
- The American Legion will staff all entry and exit points to the fenced area.

**RECOMMENDATION**

Staff recommends the Council approve the request for a temporary on-sale liquor license.

City Council Regular Meeting: May 5, 2026

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

### BACKGROUND

Mayor Weisensel has expressed interest in attending the National League of Cities (NLC) Summer Board and Leadership Meeting July 8-10, 2026 in Louisville, KY. According to the City’s adopted policy, the conference must be approved in advance by a vote of the City Council at an open meeting and must include an estimate cost of the travel. In evaluating the out-of-state travel request, the Council will consider the following:

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

The estimated cost for Mayor Weisensel to attend NLC Summer Board and Leadership Meeting is \$600 for airfare, \$150 for travel & parking and \$273 plus tax for hotel fees per night. The registration fee to attend the meeting is free. The applicable “meals and incidental expense” rate for Louisville, KY is \$80 per day and \$60 for first and last day of travel.

### RECOMMENDATION

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

City Council Regular Meeting: May 5, 2026

<b>AGENDA ITEM:</b> Approve Electrical Inspection Contract	<b>AGENDA SECTION:</b> CONSENT AGENDA
<b>PREPARED BY:</b> Adam Kienberger, Community Development Director	<b>AGENDA NO.</b> 6.k.
<b>ATTACHMENTS:</b> Agreement, Insurance and Licensure	<b>APPROVED BY:</b> LJM
<b>RECOMMENDED ACTION:</b> Motion to authorize the Mayor and City Clerk to execute the attached agreement with Steve M Kletschka for electrical inspection services	

**BACKGROUND**

Pat McMullen, the City's contract electrical inspector, is transitioning to retirement. Pat's assistant, Steve Kletschka, will transition to the City's primary contract electrical inspector per Pat and staff's recommendation. Due to the planned transition, an updated contract for services is required. The financial arrangement will be the same as the current situation — the contract inspector receives 80% of the permit fees and the City is billed monthly.

The City Attorney has reviewed the contract, which is substantially the same as the existing contract and finds it to be acceptable.

**RECOMMENDATION**

Staff recommends approval of the attached contract with Steve M Kletschka to serve as the City's primary contract electrical inspector.

## **AGREEMENT FOR ELECTRICAL INSPECTION SERVICES**

THIS AGREEMENT (**Agreement**) is made as of **May 19, 2026**, by and between the **City of Rosemount** (the **City**), a Minnesota municipal corporation, and **Steve M Kletschka** (the **Inspector**), Kletschka's Inspections, LLC 928 Baron Road, Faribault, MN 55021.

The City and the Inspector, in consideration of the mutual covenants contained herein and other good and valuable consideration, agree as follows:

---

### **SECTION 1. INSPECTION SERVICES**

The inspection services to be provided by the Inspector are described in a general way on **Exhibit A**.

### **SECTION 2. CONTRACT DOCUMENTS**

The documents which make up the complete Agreement between the City and the Inspector are listed in **Exhibit B**.

### **SECTION 3. DUTIES AND OBLIGATIONS**

The Inspector shall commence performance of his duties and obligation pursuant to the terms of this Agreement, as specified on **Exhibit C**.

### **SECTION 4. PAYMENT**

Payments shall be made by the City to the Inspector in accordance with the schedule contained in **Exhibit D**.

### **SECTION 5. COMPLIANCE WITH LAWS AND STANDARDS**

- **a)** The Inspector shall comply with all applicable federal and state statutes and regulations as well as local ordinances in effect during the term of this Agreement.
- **b)** The Inspector specifically represents that the Inspector is fully authorized or licensed to furnish the services pursuant to this Agreement.
- **c)** Failure to meet the requirements of clauses (a) and (b), above, may be cause for City to cancel this Agreement, in addition to any other remedies in this Agreement or otherwise available in law or equity.

### **SECTION 6. INSURANCE**

The Inspector shall purchase, with the Inspector's own funds, and maintain throughout the term of this Agreement the minimum types and amounts of insurance set forth in **Exhibit E**.

### **SECTION 7. INDEMNIFICATION**

The Inspector agrees to defend, indemnify, and hold harmless the City, its elected officials, officers, and employees, against any and all liability, loss, costs, damages, and expenses which the City, its elected officials, officers, or employees, may hereafter sustain, incur, or be required to pay, arising out of the Inspector's performance or failure to perform his obligations pursuant to this Agreement.

## **SECTION 8. INDEPENDENT CONTRACTOR STATUS**

Both the Inspector and the City acknowledge and agree that Inspector is an independent contractor and not an employee of the City. Inspector understands that the City will not provide the Inspector with any benefits of any type in connection with this Agreement, including but not limited to, health or medical insurance, workers' compensation insurance and unemployment, nor will the City withhold any state or federal taxes, including income or payroll taxes and social security taxes, which may be payable by the Inspector.

Inspector shall supply at its own expense its own equipment, supplies, vehicles, and tools necessary to complete the Services and the Inspector's obligations under this Agreement.

Inspector acknowledges that any general instruction it receives from the City has no effect on its status as an independent contractor.

Inspector acknowledges that the daily administration of the Inspector's Services rendered to the City shall be under the sole direction of the Building Official. The degree of Services to be rendered, the standard of performance, and other matters relating to regulations and policies shall be under joint control of the City and the Inspector. Headquarters for the Services rendered to the City under this Agreement shall be located at City offices.

## **SECTION 9. NONDISCRIMINATION**

The Inspector agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders with regard to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age.

## **SECTION 10. MINNESOTA LAW TO GOVERN**

This Agreement shall be governed by and construed in accordance with the substantive 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.

## **SECTION 11. DATA PRIVACY**

For purposes of this Agreement all data collected, created, received, maintained, or disseminated shall be governed by the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, and the Minnesota Rules implementing the Act now in force or hereafter adopted.

## **SECTION 12. TERM; TERMINATION**

- **a)** This Agreement shall become effective on the last date it is executed by one of the parties and shall remain in effect until **July 1, 2029**, unless terminated earlier as provided in this Section.
- **b)** If the Inspector is in default of any material obligation under this Agreement, the City may terminate this Agreement by 30 days' written notice to the Inspector unless within that time the default is cured or arrangements satisfactory to the City for correcting the default have been made by the Inspector.

- **c)** In addition, the City may terminate this Agreement for its convenience and without cause by 30 days' notice to the Inspector.
- **d)** No termination shall limit or otherwise affect the respective rights and obligations of the parties accrued prior to the date of termination.

### **SECTION 13. EXHIBITS**

All exhibits referred to in this Agreement are incorporated herein by reference and are made a part hereof as if they were included in the text hereof.

### **SECTION 14. BACKGROUND CHECKS**

The City may perform background checks, in accordance with state law, on the Contractor or any of his subcontractors who provide services to the City.

### **SECTION 15. RECORDS ACCESS**

The Contractor shall provide the City access to any books, documents, papers, and records which are directly pertinent to the Agreement, for the purpose of making audit, examination, excerpts, and transcriptions, for three years after final payments and all other pending matters related to this Agreement are closed.

### **SECTION 16. ASSIGNMENT**

The Contractor shall procure the services of another qualified individual or company to provide services under this Agreement as a subcontractor to perform services under this Agreement or in the event that the Contractor is unable or unavailable for a period of more than one day. The Contractor shall obtain the express written approval of the City prior to subcontracting with the individual or company. The Contractor shall also inform the City in advance when subcontracting with this individual or company and for all requirements, including compensation that may be required under contract.

### **SECTION 17. ENTIRE AGREEMENT; AMENDMENTS**

This Agreement constitutes the entire Agreement between the parties, and no other agreement prior to or contemporaneous with this Agreement shall be effective, except as expressly set forth or incorporated herein. Any purported amendment to this Agreement is not effective unless it is in writing and executed by both parties.

### **SECTION 18. NO WAIVER BY CITY OF ROSEMOUNT**

By entering into this Agreement, the City does not waive its entitlement to any immunity under statute or common law.

---

**SIGNATURES**

**City of Rosemount**

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

Name: Jeffery D. Weisensel

Its: Mayor

Dated: \_\_\_\_\_

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

Name: Erin Fasbender

Its: City Clerk

Dated: \_\_\_\_\_

**Steve M Kletschka**

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

Dated: \_\_\_\_\_

---

**EXHIBIT A: TASKS**

1. Electrical Inspection Services of electrical work which is permitted within the City according to the City Code.

---

**EXHIBIT B: CONTRACT DOCUMENTS**

1. This Agreement (including all Exhibits)
2. Inspector's Insurance Certificate

---

## **EXHIBIT C: DUTIES AND RESPONSIBILITY**

1. The Inspector shall provide electrical inspection service by performing onsite inspection of all new, remodeling, and alteration construction in the City on all residential, commercial, industrial and agricultural structures in accordance with all City Codes and the National Electric Code.
2. The Inspector shall keep records of inspection, repair notices, and red tags and maintain contact with the Chief Building Official. The inspector shall issue and attach final inspection tags upon final acceptance.
3. The Inspector shall submit monthly records of inspections for payment of all final inspections and partial inspections for large commercial or industrial structures.
4. The Inspector is empowered, at the Inspector's own cost and expense, to employ, subject to the approval of the City Engineer, any assistant inspectors and clerical assistants necessary for the proper conduct of his duties and obligations.
5. The Inspector shall be a Minnesota State Certified Electrical Inspector. Any assistant shall meet the same requirements.
6. The Inspector's services shall be provided in a timely manner in the City of Rosemount. Regular and responsive communication with City staff must be maintained to ensure the prompt delivery of inspection services.
7. The Inspector should keep regular hours (7:00 a.m. to 9:00 a.m.) on regular business days in order to answer questions from citizens and contractors. The remainder of the regular business day shall be devoted to inspections.
8. The Inspector shall have a voice telephone answering machine to allow citizens and contractors to leave messages when the Inspector is unable to answer the phone.
9. The Inspector, or any of his assistants, shall not engage in the sale, installation or maintenance of electrical equipment, directly or indirectly, and shall have no financial interest in any concern engaged in such business in the City.

---

**EXHIBIT D: PAYMENT SCHEDULE**

1. The City shall pay the Inspector 80% of the permit fees for electric work collected by the City upon final inspection, or partial inspection in the case of large commercial or industrial structures.
2. Invoices for payment shall be submitted by Inspector on a monthly basis.
3. All payments shall be made within thirty (30) days from receipt of invoice from Inspector.

---

## EXHIBIT E: INSURANCE

The Inspector shall obtain and maintain until the completion of this agreement and its final acceptance by the owner, at Inspector's own cost and expense, the following minimum insurance coverages with insurance companies licensed in the State of Minnesota and shall provide a certificate of insurance in form acceptable to the Owner as evidence of such coverages.

<b>A. Types of Insurance (On an occurrence basis)</b>	<b>Limits of Liability</b>
<ul style="list-style-type: none"><li>• <b>1. Commercial General Liability (including):</b><ul style="list-style-type: none"><li>○ a. Comprehensive form</li><li>○ b. Premises-completed operations</li><li>○ c. Explosion and collapse hazard</li><li>○ d. Underground hazard</li><li>○ e. Contractual liability</li><li>○ f. Broad form property damage</li><li>○ g. Independent contractors</li><li>○ h. Owners &amp; contractors protective</li></ul></li></ul>	<p>\$1,000,000 / occurrence</p> <p>\$2,000,000 / aggregate</p>
<ul style="list-style-type: none"><li>• <b>2. Automobile Liability (including)</b><ul style="list-style-type: none"><li>○ a. All owned autos</li><li>○ b. Scheduled autos</li><li>○ c. Hired autos</li><li>○ d. Non-Owned autos</li></ul></li></ul>	<p><b>Combined single limit</b></p> <p>\$1,000,000 / occurrence</p>
<ul style="list-style-type: none"><li>• <b>3. Excess Umbrella Coverage</b></li></ul>	<p>\$1,000,000 / occurrence</p> <p>\$2,000,000 / aggregate</p>
<ul style="list-style-type: none"><li>• <b>4. Worker's Compensation</b></li></ul>	<p>Statutory</p>
<ul style="list-style-type: none"><li>• <b>5. Employer's Liability</b></li></ul>	<p>\$500,000</p>
<ul style="list-style-type: none"><li>• <b>6. Professional Liability</b> <b>(Errors and Omissions)</b></li></ul>	<p>\$1,000,000 / act, error or omission</p> <p>\$1,000,000 / aggregate</p>

## **B. Additional Insured**

General liability, automobile liability, and excess "umbrella" liability shall name the Owner as additional insured. The coverage afforded to the additional insured shall be primary insurance. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Inspector's liability shall not be reduced by the existence of such other insurance.

## **C. Basis of Coverage**

General Liability, automobile liability and excess umbrella coverages shall only be on an "occurrence" basis. Professional Liability Insurance may be on a "claims-made" basis.

## **D. Professional Liability Provisions**

If the Inspector is underwritten on a claims-made basis, the Retroactive Date shall be prior to or coincident with the date of this contract and the Certificate of Insurance shall state that coverage is claims-made and also the Retroactive Date. The Contractor shall maintain coverage for the duration of this contract and for the two years following the completion of this contract. The Inspector shall provide the City annually a Certificate of Insurance as evidence of such insurance. It is further agreed that the Inspector shall provide the City a 30- day notice of aggregate erosion, an advance of the Retroactive Date, cancellation and/ or renewal.

It is also agreed that either the Inspector or City may invoke the Extended Reporting Period Option, on behalf of the other party and that Extended Reporting Period (ERP) premium shall be paid by the Inspector.


## **E. Notice of Cancellation**

All Insurance policies shall provide that the Owner shall be notified in writing by the insurer of the cancellation or the restrictive amendment of the policy not less than 30 days prior to the date that the cancellation or restrictive amendment takes effect.

## **F. Definition**

As used in this Exhibit E, the word "Contractor" includes the Inspector.



**From:** Steve Kletschka stevekletschka@gmail.com   
**Subject:**  
**Date:** January 22, 2026 at 9:02 AM  
**To:** Kletschka Inspections BettyJoKletschka@outlook.com

SK



City Council Regular Meeting: May 5, 2026

<b>AGENDA ITEM:</b> Criminal Justice Network (CJN) JPA Amendment	<b>AGENDA SECTION:</b> CONSENT AGENDA
<b>PREPARED BY:</b> Carson Thomas, Chief of Police	<b>AGENDA NO.</b> 6.I.
<b>ATTACHMENTS:</b> Joint Powers Agreement	<b>APPROVED BY:</b> LJM
<b>RECOMMENDED ACTION:</b> Staff is recommending that the City Council approve the amendment to the JPA as attached.	

**BACKGROUND**

Effective January 1, 2022, the City joined into a joint powers agreement to form the Criminal Justice Network, a Minnesota joint powers organization (i.e. "CJN"). At that time, the other entities that joined in the agreement included the County of Dakota, Cities of Burnsville, Farmington, Hastings, Inver Grove Heights, Mendota Heights, South St. Paul, and the West St. Paul.

In brief, CJN is a Records Management System (RMS) and report writing program that uses the latest technology to make information sharing and integration efficient by automating and combining forms. The JPA promotes consistent discussion and information sharing across most of Dakota County agencies and, for some of the system's modules/services, it is starting to be used in other regions of the State. The system shares critical information quickly to police officers, prosecutors, judges, probation officers, and social service providers to enhance public safety. On March 24th the Dakota County Board of Commissioners approved the CJN JPA. The County has executed the agreement.

CJN’s attorney worked with each city attorney to review and approve the agreement; this occurred about a year ago. The following summary shares history of the agreement:

- Original agreement was only for five years
- This agreement makes CJN permanent
- The agreement includes provisions for termination and dissolution
- The County continues to provide funding through 2031
- Establishes a user class that allows agencies to join CJN but does not include giving new agencies a Board member seat

This amendment has been reviewed and approved by the City Attorney.

**RECOMMENDATION**

Staff is recommending that the City Council approve the amended JPA as attached.

**Amended and Restated  
Joint Powers Agreement for the  
Criminal Justice Network Board**

## Table of Contents

RECITALS .....	4
ARTICLE 1: STATEMENT OF PURPOSE AND POWERS TO BE EXERCISED .....	5
ARTICLE 2: DEFINITIONS.....	5
ARTICLE 3: TERM AND EFFECTIVE DATE .....	6
ARTICLE 4: MANNER OF EXERCISING POWERS .....	6
ARTICLE 5: MEMBERSHIP.....	6
1. Membership.....	6
2. Requirement of Good Standing .....	6
ARTICLE 6: JOINT POWERS BOARD .....	6
1. Establishment of the Board.....	6
2. Powers of the Board.....	6
3. Board Representatives and Vacancies .....	8
4. Board Governance - Officers .....	8
5. Board Governance - Voting.....	8
6. Board Committees .....	9
7. Board Meetings.....	9
ARTICLE 7: EXECUTIVE DIRECTOR .....	9
ARTICLE 8: BUDGET AND FUNDING.....	9
1. Fiscal Year .....	9
2. Recommended Annual Budget .....	9
3. Member Contributions to Adopted Budget.....	10
4. Expenditure of the Annual Budget .....	11
5. In-Kind Contributions.....	12
6. Credit or Payment to Members for Services.....	12
ARTICLE 9: AUDIT .....	12
ARTICLE 10: TERMINATION AND DISSOLUTION.....	12
1. Termination.....	12
2. Effect of Termination.....	12
3. Distribution of Assets .....	12

ARTICLE 11: WITHDRAWAL OF A MEMBER .....	13
1. Unilateral Withdrawal.....	13
2. Effect of Withdrawal.....	13
ARTICLE 12: INSURANCE AND INDEMNIFICATION .....	13
1. Responsibility for Own Acts and Omissions.....	13
2. No Waiver.....	14
3. Indemnification.....	14
4. Insurance.....	14
5. Uninsured Liability.....	14
ARTICLE 13: MISCELLANEOUS PROVISIONS.....	14
1. Amendments .....	15
2. Governing Law and Venue.....	15
3. Counterparts.....	15

**THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT** ("Agreement") is entered into between the undersigned parties (also referred to herein as "Members"), all being political subdivisions of the State of Minnesota, by and through their respective governing bodies.

#### **RECITALS**

**WHEREAS**, the parties to this Agreement previously entered into that Joint Powers Agreement Establishing the Criminal Justice Network Board effective January 1, 2024, as amended by that First Amendment to the Joint Powers Agreement Establishing the Criminal Justice Network effective August 28, 2024 (collectively "Previous Approvals"); and

**WHEREAS**, pursuant to Minn. Stat § 471.59, political subdivisions in the State of Minnesota are empowered to provide assistance to, and act in coordination with, other political subdivisions as deemed necessary to benefit the public; and

**WHEREAS**, the parties to this Agreement desire to jointly and cooperatively provide for the establishment, operation and maintenance of technology systems and services to support criminal justice agencies and information management systems for the use and benefit of the parties and others; and

**WHEREAS**, the parties to this Agreement desire to continue a joint powers entity and joint powers board referred to as the "Criminal Justice Network" or "CJN" to collaboratively accomplish their mutual goals of improving and supporting criminal justice agency information management systems and capabilities; and

**WHEREAS**, the parties desire to amend and restate the Previous Approvals and this Agreement amends, restates, and supersedes the Previous Approvals in their entirety.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that each Party shall derive here from, the parties agree as follows:

## **ARTICLE 1: STATEMENT OF PURPOSE AND POWERS TO BE EXERCISED**

The purpose of this Agreement is:

- (1) to establish and continue CJN, a joint powers entity, to provide information management systems and technology services to support criminal justice agencies for the use and benefit of the Members and others;
- (2) to provide personnel benefits for the employees of CJN;
- (3) to define the rights and obligations of the Members with respect to the establishment, operation and maintenance of CJN; and
- (4) to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding criminal justice processes, information systems and integration of criminal justice information systems.

## **ARTICLE 2: DEFINITIONS**

**Board** means the Criminal Justice Network joint powers board formed by this Agreement.

**Criminal Justice Network or CJN** means the joint powers entity formed by this Agreement.

**Member** is a governmental unit that joined CJN, has use of and access to all the services provided by CJN, and holds a position on the CJN Board.

**Law Enforcement Agency** means a unit of state, local government, or federally-recognized tribe that is authorized by law to grant full powers of arrest and to charge a person with the duties of preventing and detecting crime and enforcing the general criminal laws of any state, and/or incarcerating individuals. This includes, without limitation: municipal police departments, county sheriff departments (both patrol and jail functions), the Minnesota Department of Corrections, the Minnesota Bureau of Criminal Apprehension, and the Minnesota State Patrol.

**Membership Fee** means the amount of the operating and capital costs of CJN that is charged to an individual Member for a fiscal year.

**Supermajority** means two-thirds (66.7%) of the Board representatives, rounded up to the nearest whole person.

**System Fees** means the amount of money Users pay to access and use the systems and applications developed or purchased by CJN or services provided by CJN.

**User** is a governmental unit that pays System Fees for the use of CJN product(s) or service(s). A

User does not have a position on the CJN Board and is not a member of CJN.

**Withdrawing Member** means a Member that has given notice of its intent to withdraw from the Agreement pursuant to Article 11.1.

### **ARTICLE 3: TERM AND EFFECTIVE DATE**

CJN was established on January 1, 2022. This Agreement shall be effective December 31, 2026, and shall continue indefinitely, or until terminated as provided in Article 10 or as required by law or court order.

### **ARTICLE 4: MANNER OF EXERCISING POWERS**

The joint powers of the Members will be exercised through the Board having the powers and duties described herein. The Board is authorized to exercise the joint powers on behalf of and in cooperation with the Members as provided herein.

### **ARTICLE 5: MEMBERSHIP**

1. Membership. Provides access to all the benefits and products of CJN, including a voting Board position.
2. Requirement of Good Standing. Continued membership in CJN is contingent upon the payment by each Member of the annual Membership Fees as determined by the Board. After being given notice and 30 calendar days to cure any default for non-payment of fees, Members who are not in good standing may be terminated from this Agreement by a Supermajority vote of the Board. Members who are involuntarily terminated by the Board are not entitled to any distribution of assets or fees paid, all as stated in Article 11.2.

### **ARTICLE 6: JOINT POWERS BOARD**

1. Establishment of the Board. The parties hereby establish the Board as a joint powers board, which shall jointly exercise such powers and authorities as are necessary to achieve its purposes as provided in Article 1. The Board shall be an entity separate from the parties and shall not be deemed to be an agent or partner of the parties to this Agreement.
2. Powers of the Board. The Board shall have the following powers and duties:
  - a. To take actions necessary and convenient to discharge the duty to implement, maintain and operate the systems and applications necessary for the continuation of CJN and its integration of information systems for criminal justice agencies;
  - b. To adopt bylaws and rules or policies consistent with this Agreement that are

required to effectively exercise the powers or accomplish the objective of CJN;

- c. To adopt an annual operating and capital budget, including a statement of sources of funding and allocation of costs to the Members;
- d. To enter into contracts in its own name, including contracts to purchase materials, goods, or services, and contracts to provide its Members and Users with access to and use of systems and applications developed or purchased by CJN and other services provided by CJN;
- e. To establish processes for setting and charging Membership Fees and System Fees;
- f. To acquire, lease, hold and dispose of property, both real and personal, including transfer of property from a Member to CJN;
- g. To arrange with one or more of the Members to incur debt or issue bonds for the benefit of CJN, as permitted by law;
- h. To develop, acquire, operate and maintain applications and systems for criminal justice agencies to improve operational efficiencies, integrate information between criminal justice agencies, including those systems acquired jointly and cooperatively for the benefit of the Members;
- i. To hire, discipline, or discharge employees required to accomplish the purposes of this Agreement, including employing an Executive Director and delegating personnel authority to the Executive Director;
- j. To purchase any insurance or indemnity or surety bonds as necessary to carry out this Agreement and purpose of CJN;
- k. To apply for, and accept appropriations, grants, gifts, loans of money, or other assistance as permitted by law from any person or entity, whether public or private;
- l. To commence any type of legal action or proceeding permitted by law to protect CJN's property and interests;
- m. To exercise all powers necessary and incidental to carrying out the purposes set forth in Article 1 of this Agreement;
- n. To contract with a Member or third party for auditing, financial, human resources, information technology, risk management, legal, and other services as needed for CJN; and



- c. A Board representative shall not be entitled to vote on behalf of the Member during the time that such Member is in default on any contribution to CJN or on any contract with CJN. During the existence of such default, the vote or votes of such Member shall not be counted as eligible votes.
6. Board Committees. The Board may appoint standing committees, ad hoc committees and workgroups, with the powers described in the Board's bylaws or in resolutions adopted to establish the committee or workgroup. All meetings of any committee established by the Board shall comply with Minnesota Statutes Ch. 13D, the Minnesota Open Meeting Law.
7. Board Meetings. The Board shall meet as set forth in the bylaws adopted by the Board or upon the call of the Board Chair. All meetings of the Board shall comply with Minnesota Statutes Ch. 13D, the Minnesota Open Meeting Law.

#### **ARTICLE 7: EXECUTIVE DIRECTOR**

CJN shall have a chief operating officer with the title Executive Director. The Executive Director shall be the administrative head of CJN and shall report to the Board and the Executive Committee, if the Board creates one, for the administration and operation of CJN. The Executive Director shall be an employee of CJN. Any vacancy in the office of the Executive Director shall be filled as soon as possible after the effective date of such vacancy. In the case of absence or disability of the Executive Director, the Board may designate any other qualified person to carry out the duties of the Executive Director during such absence or disability.

#### **ARTICLE 8: BUDGET AND FUNDING**

1. Fiscal Year. The fiscal year for CJN shall be the calendar year.
2. Recommended Annual Budget. The annual budget of CJN must be adopted in the following manner:
  - a. The Executive Director shall prepare a proposed annual operating budget for the following fiscal year, adjusted for any withdrawal notifications received pursuant to Section 11.1, and a five-year budget projection, for consideration by the Board no later than April 1<sup>st</sup> of each year;
  - b. Annually, prior to April 1<sup>st</sup>, the Executive Director shall deliver to each Board representative a copy of the proposed budget and five-year budget projection;
  - c. Annually, prior to May 1<sup>st</sup>, the Board will supply each Member with a proposed budget for the following fiscal year and five-year budget projection; and

- d. The annual budget for the following fiscal year shall be adopted at a meeting of the Board in June.

If the Board fails to adopt a budget by July 1<sup>st</sup> of the calendar year, the budget from the current fiscal year shall be deemed approved for the next fiscal year.

3. Member Contributions to Adopted Budget.

- a. The Board shall have the authority to establish the Membership Fees and System Fees in amounts sufficient to provide the funds required for CJN's operational, future development, and capital costs in the budget.

- b. The CJN annual budget will be comprised of the following funding components:

- i. Membership Fees. Each Member's Membership Fee is comprised of their annual contribution to the Operations Fund and Future Development Fund. Payment of the Membership Fee provides the Member with all uses and benefits of CJN's current products and services. If CJN creates specialized products (e.g., jail management services), they will be billed separately.

- 1. Operations Fund. Members shall contribute to the operations fund follows: (a) 50% of the budgetary formula will be based on population of the geographical areas for which it provides law enforcement services as calculated annually by the Metropolitan Council. For the purposes of this paragraph, the geographical area for which the Dakota County Sheriff's Office provides law enforcement services means that area outside the boundaries of all cities located within Dakota County, but includes the areas within certain city boundaries that are patrolled by the Dakota County Sheriff's Office under municipal contract ("Patrol Area Population"); and (b) the other 50% of the budgetary formula will be based upon the proportional total number of the active user accounts determined as of January 1 of the previous calendar year. For purposes of Dakota County Sheriff's Office, active user accounts will be calculated based on Dakota County Sheriff's Office users (other than correctional/jail users). A fee schedule will be provided annually by July 1st with a total of the Member's Fees for the following calendar year.

- 2. Future Development Fund. Members will contribute a fixed annual

amount determined by the Board, not to exceed \$3,500.

Dakota County Fixed Membership Fee. In addition to the Membership Fees assessed to the Dakota County Sheriff's Office for the Operations Fund and Future Development Fund under this Section, Dakota County shall contribute an annual Fixed Membership Fee of \$420,000 in fiscal years 2027 and 2028, \$370,000 in fiscal years 2029 and 2030, and \$320,000 in fiscal year 2031 and all fiscal years thereafter which includes payment for the additional CJN services received by the Dakota County Community Corrections Department, and Attorney's Office, and Jail, which shall collectively constitute Dakota County's total Membership Fee.

- ii. System Fees. Users shall pay the Systems Fees established annually by the Board for the products and/or services the User has contracted with CJN to use.
- c. Within 30 days of the adoption of the budget by the Board, each Member is obligated to make payments to CJN for the Member's Membership Fees for the following fiscal year in accordance with this Article. If the current budget is continued due to a failure of the Board to adopt a budget as provided in Article 8, each Member is obligated to make payments to CJN for the Member's Membership Fees for the following fiscal year no later than July 31 of the current year. Notwithstanding the foregoing, no Member shall be obligated to pay the Membership Fee for any fiscal year that commences after the Member's effective date of withdrawal.

4. Expenditure of the Annual Budget.

- a. The Board may establish procedures and limitations as may be necessary to preserve the integrity and purpose of the approved operating and capital budget. The Executive Director shall make all expenditures in accordance with such budget. Purchases and letting contracts shall be done in accordance with procedural guidelines established by resolution of the Board, consistent with Minnesota law.
- b. The Executive Director shall have the power to transfer funds within the total annual operating budget in order to meet unanticipated needs or changed situations. The Executive Director shall not transfer funds within the total annual capital budget or between the operating budget and capital budget. The Executive Director

shall report any transfer of funds within the annual operating budget to the Board in the next report.

5. In-Kind Contributions. The Board may accept in-kind contributions from any Member. Subject to approval by Dakota County, Dakota County will provide CJN with certain in-kind contributions, which will be subject to, and governed by, the terms of one or more contracts between CJN and Dakota County.
6. Credit or Payment to Members for Services. The Board may approve annual fee payment or cost allocation credits to any Member that provides in-kind contributions to CJN.

#### **ARTICLE 9: AUDIT**

The Board shall call for an annual audit of the financial affairs of CJN, to be performed by an independent Certified Public Accountant and completed in accordance with generally accepted auditing principles. The Board shall provide a copy of the audit report to the Members. CJN's books, reports and records shall be available for and open to inspection by the Members at all reasonable times.

#### **ARTICLE 10: TERMINATION AND DISSOLUTION**

1. Termination. This Agreement shall terminate upon the occurrence of any one of the following events:
  - a. When Members withdraw pursuant to Article 11 so that in the judgment of the Board it becomes impractical or uneconomical to continue to operate under this Agreement;
  - b. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
  - c. When a Supermajority agrees, pursuant to a resolution of the governing bodies of the Members, to terminate this Agreement.
2. Effect of Termination. Termination shall not discharge any liability incurred by the Board or by the Members during the term of this Agreement. Each Member shall be liable for its own acts and for the acts of the Board to the extent provided by law. Property or surplus money acquired by the Board shall be distributed to the Members in proportion to their contributions. The Board shall approve a final report of its activities and affairs.
3. Distribution of Assets. Prior to termination of this Agreement or if CJN is otherwise disbanded, the Board shall first adopt a plan providing for the orderly disposition of assets and unwinding

of agreements of the Board. Such plan shall provide that following the disposition of any assets owned by the Board and the payment of all obligations of the Board, any funds remaining shall be distributed to the remaining Members who have not previously withdrawn consistent with the approved plan.

#### **ARTICLE 11: WITHDRAWAL OF A MEMBER**

1. Unilateral Withdrawal. The soonest a Member may provide a notice of an intent to withdraw from this Agreement is January 1, 2029. The Member intending to withdraw shall provide at least twenty (20) months' written notice to the Board Chair, prior to the Member's withdrawal date. For example, if a Member wanted to withdraw by August 31, 2030, they would need to provide written notice to the Board Chair no later than January 1, 2029. The written notice shall include a copy of a resolution of its governing body indicating its intent to withdraw from this Agreement.

Upon receipt of the notice to withdraw and the resolution of the governing body of a Member authorizing withdrawal, the Board Chair shall forward a copy of the resolution to all other Members.

2. Effect of Withdrawal. Withdrawal of any Member shall not terminate this Agreement except as provided in Section 10.1. Withdrawal shall not act to discharge any liability incurred or chargeable to any withdrawing Member before the effective date of withdrawal. Such liability shall continue until appropriately discharged by law or agreement. No withdrawing Member shall be entitled to a refund or distribution of Membership Fees, administrative or operating fees or funds paid, reimbursement or repayment of in-kind contributions, or forgiveness of fees owed to the Board.

#### **ARTICLE 12: INSURANCE AND INDEMNIFICATION**

1. Responsibility for Own Acts and Omissions. No Member shall be liable for the acts or omissions of another Member, unless it has specifically agreed in writing to be responsible for the same. Each Member acknowledges and agrees that it is insured or self-insured consistent with the limits established in Minnesota State Statutes. Each Member agrees to promptly notify all Members if it becomes aware of any potential Board-related claims or facts that are likely to give rise to such claims. Neither the Board nor any Member shall have the power to do any act or thing the effect of which is to create a charge or lien against the property or revenues of the Board or another Member, except as expressly provided herein or in any of the documents authorized herein.

2. No Waiver. Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of a Member's statutory or common law immunities or limitations on liability, including but not limited to, Minnesota Statutes Chapter 466. Further, the Members' obligations set forth in this Agreement are expressly limited by the provisions of Minnesota Statutes Chapter 466 and Minnesota Statutes section 471.59, and any other applicable law or regulation providing limitations, defenses or immunities to the Members and the Board. For purposes of determining total liability for tort damages, each Member and the Board are considered a single governmental unit and the total liability for all of the Members and the Board shall not exceed the limits on governmental liability for a single governmental unit as specified under Minnesota Statutes Section 466.04, Subd. 1, or as waived or extended by the Board or all Members under Minnesota Statutes Sections 466.06 or 471.981.
3. Indemnification. The Board shall be considered a separate and distinct government joint powers entity to which the Members have transferred all responsibility and control for actions taken pursuant to this Agreement. The Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466. Without limiting the application of Section 12.1, to the extent of any liability insurance carried by the Board and available for such purpose, and any tail coverage carried by the Board, the Board shall defend, indemnify and hold harmless each Member from any and all liability arising from or as a result of: (i) any accident, injury to or death of any person or loss or damage to tangible or intangible property that may be directly or indirectly caused by the acts or omissions of the Board; (ii) any act of the Board in the observation or performance of any of its responsibilities, or any failure by the Board to perform any such responsibilities; and/or (iii) any actions or inactions of Members taken as a result of their membership on the Board. Nothing in this Agreement shall be construed to provide liability coverage or indemnification to an officer, employee, or volunteer of any Member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
4. Insurance. The Board shall provide for worker's compensation benefits for all CJN employees in the amount consistent with state statutes. The Board may also carry additional policies of insurance as it deems appropriate.
5. Uninsured Liability. If the Board incurs liability that is in excess of the insurance obtained by the Board, or incurs liability that is outside the coverage of such insurance, the liability shall be distributed among the Members on the basis of each Member's proportional Membership Fee in the year in which the action or inaction giving rise to the liability occurred.

### **ARTICLE 13: MISCELLANEOUS PROVISIONS**

1. Amendments. This Agreement may be amended at any time and from time to time by agreement of all Members that have not previously withdrawn pursuant to Article 11.
2. Governing Law and Venue. The laws of the State of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
3. Counterparts. This Agreement may be executed by the Members in any number of counterparts.

[Signatures to Follow on Next Page]

**CITY OF ROSEMOUNT**

By \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

City Council Regular Meeting: May 5, 2026

<b>AGENDA ITEM:</b> Renewal of BCA Joint Powers Agreements	<b>AGENDA SECTION:</b> CONSENT AGENDA
<b>PREPARED BY:</b> Carson Thomas, Chief of Police	<b>AGENDA NO.</b> 6.m.
<b>ATTACHMENTS:</b> Resolution , Joint Powers Agreement	<b>APPROVED BY:</b> LJM
<b>RECOMMENDED ACTION:</b> Motion to approve attached resolution and authorize City Staff to enter into State of Minnesota Joint Powers Agreement	

**BACKGROUND**

The City of Rosemount, on behalf of its City Attorney and Police Department, has entered into a Joint Powers Agreement with the State of Minnesota, Department of Public Safety, and Bureau of Criminal Apprehension to use systems and tools available over the State’s criminal justice data communications network.

The attached resolution and agreements approving State of Minnesota Joint Powers Agreements with the City of Rosemount on behalf of its City Attorney and Police Department has been reviewed and are recommended for approval. The JPAs provide access to Court data and documents, and allow communications & data sharing between the City, the State Bureau of Criminal Apprehension, and the Criminal Prosecutor.

**RECOMMENDATION**

Motion to approve attached resolution and authorize City Staff to enter into State of Minnesota Joint Powers Agreement

**CITY OF ROSEMOUNT  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 2026 - XX**

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS  
AGREEMENTS WITH THE CITY OF ROSEMOUNT ON BEHALF OF ITS  
POLICE DEPARTMENT**

**WHEREAS**, the City of Rosemount on behalf of its City Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State’s criminal justice data communications network for which the City is eligible, and

**WHEREAS**, the Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the City to pay the costs for the network connection, and

**WHEREAS**, the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureaus of Criminal Apprehension and the City of Rosemount on behalf of its City Attorney and Police Department, are hereby approved, and

**WHEREAS**, that the Chief of Police, Carson Thomas, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State, and

**WHEREAS**, that the City Attorney Mary Tietjen or his or her successor, is designated that Authorized Representative for the City Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Rosemount, that Jeffery D. Weisensel, the Major for the City of Rosemount, and Erin Fasbender, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreement.

**ADOPTED** this 5<sup>th</sup> day of May, 2026.

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

**ATTEST:**

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



# State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Rosemount on behalf of its Police Department ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

## Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

## Agreement

### 1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

### 2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

#### 2.2 Methods of Access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these

methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data, available on the CJIS Launch Pad using the link above in section 2.4.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
  - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause

7, there must be a method of identifying which individual users at the Governmental Unit conducted a particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

**2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

### **3 Payment**

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. § 299C.46. Under the BCA's CJDN Fee Structure, the BCA will bill the Governmental Unit annually in the amount of Two Thousand Five Hundred Twenty and 00/100 Dollars (\$2,520.00). The annual charge may be modified to reflect the appropriate charges required under the BCA's CJDN Fee Structure, including applicable fees for VPN access.

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

#### 4 Authorized Representatives

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

Name: Katie Meiers, Deputy Superintendent  
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension  
1430 Maryland Avenue Saint Paul, MN 55106  
Telephone: 651-793-2425  
Email Address: [Kathryn.Meiers@state.mn.us](mailto:Kathryn.Meiers@state.mn.us)

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

Name: Carson Thomas, Chief  
Address: 2875 145th Street W Rosemount, MN 55068  
Telephone: 651-423-4491  
Email Address: [3502@rosemountmn.gov](mailto:3502@rosemountmn.gov)

#### 5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

#### 6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

#### 7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.

- 7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## 8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## 9 Investigation of Alleged Violations; Sanctions

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

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

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

  - 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
  - 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools

covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### **9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

**9.3.2** Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

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

## **11 Termination**

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

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

## **12 Continuing Obligations**

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

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

**The Parties indicate their agreement and authority to execute this Agreement by signing below.**

**1. GOVERNMENTAL UNIT**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**

As delegated to the Office of State Procurement

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

Date: \_\_\_\_\_

ADMIN ID: \_\_\_\_\_

City Council Regular Meeting: May 5, 2026

<b>AGENDA ITEM:</b> Joint Powers Agreement for Emergency Management Services	<b>AGENDA SECTION:</b> CONSENT AGENDA
<b>PREPARED BY:</b> Carson Thomas, Chief of Police	<b>AGENDA NO.</b> 6.n.
<b>ATTACHMENTS:</b> Joint Powers Agreement	<b>APPROVED BY:</b> LJM
<b>RECOMMENDED ACTION:</b> Motion to approve the execution of a Joint Powers Agreement to authorize the Police Department to contract with Dakota County Sheriff's Office for Emergency Management Services.	

**BACKGROUND**

The Dakota County Sheriff’s Office provides emergency management coordination and support services to jurisdictions throughout the county. These services include emergency planning, disaster preparedness, response coordination, training, and access to regional emergency management resources. Cities may participate in these services through a Joint Powers Agreement (JPA), which allows for shared responsibilities and cooperative use of county emergency management personnel and resources.

The Rosemount Police Department has historically collaborated with Dakota County during emergency events and disaster response activities. Formalizing this collaboration through a JPA ensures continued access to specialized expertise, coordinated communications, and countywide emergency management tools that would be difficult or resource-intensive for the City to independently maintain.

The proposed JPA authorizes the Police Department to contract with the Dakota County Sheriff’s Office for the provision of these emergency management services. The agreement clarifies responsibilities, establishes the framework for ongoing cooperation, and ensures compliance with state requirements for emergency management operations. This agreement is effective through December 31, 2026 or until completion by the parties of their respective obligations under this agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of the agreement.

**RECOMMENDATION**

Motion to approve the execution of a Joint Powers Agreement to authorize the Police Department to contract with Dakota County Sheriff's Office for Emergency Management Services.

**JOINT POWERS AGREEMENT BETWEEN  
DAKOTA COUNTY AND THE CITY OF ROSEMOUNT  
FOR EMERGENCY MANAGEMENT SERVICES**

This Agreement is made and entered into by and between the County of Dakota, by and through the Dakota County Emergency Management Department, ("County") and the City of Rosemount, ("City"); and

WHEREAS, the County and City are governmental units as that term is defined in Minn. Stat. § 471.59; and

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the City desires to retain and compensate a qualified party to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County desires and is qualified to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the City and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the City for the performance of any services or to otherwise obligate the City, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for the provision of Emergency Management Services; and

WHEREAS, the City is willing to retain the County to provide Emergency Management Services.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and City derive from this Agreement and other good and valuable consideration, the County and City hereby enters into this Agreement for the purposes stated herein.

1. **PURPOSE.** The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the provision of Emergency Management Services.
2. **SCOPE OF SERVICE:** The County will provide services and training in accordance with the annual MNWALK requirements for each respective calendar year throughout the term of this Agreement. MNWALK requirements are determined by the Minnesota Homeland Security and Emergency Management (HSEM) division of the Minnesota Department of Public Safety.

3. TERM. This Agreement is effective January 1, 2026 and shall remain in effect through December 31, 2026, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement. This Agreement may be terminated with or without cause, by either party upon thirty (30) days written notice.
4. DISPUTE RESOLUTION. The County and the City agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.
5. COMPENSATION.

5.1 Total Compensation. The City agrees to pay the County for the Emergency Management Services in an amount for each calendar year as follows:

January 1, 2026 to December 31, 2026: \$6,578

During the Term of the Agreement, if the County or the City receives a grant or other funding to offset the costs of providing Emergency Management Services covered by this Agreement, the amount invoiced to the City will be adjusted downward accordingly.

5.2 Time of Payment. The County shall invoice the City on an annual basis for the Emergency Management Services rendered. Such invoicing shall continue until one of the following occurs:

- a. The completion of the Work Plan; or
- b. Expiration of the Term of the Agreement; or
- c. Early termination under the terms of the Agreement pursuant to Section 2 of this Agreement; or
- d. The City completes payment in full.

The City shall pay such invoices within thirty (30) days after their receipt.

5.3 Payment Upon Early Termination. If the Agreement is terminated prior to completion of the Work Plan, the City shall pay for satisfactory services performed by the County through the effective date of termination.

6. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own agents, volunteers or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, volunteers or employees.

It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Ch. 466 and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

The provisions of Article 7 shall survive the expiration or termination of this Agreement.

7. INDEPENDENT CONTRACTOR. The County is and shall remain an independent contractor with respect to any and all work performed under this Agreement. The County on behalf of its employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by City employees and is not eligible for workers' or unemployment compensation benefits under the City. The County also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

8. GENERAL.

8.1. Notices. The City or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the City:

City of Rosemount  
Interim Chief Carson Thomas  
14041 Biscayne Ave,  
Rosemount, MN 55068  
651-322-3102

To the County:

Jenny Groskopf, Director  
Dakota County Risk & Emergency Management  
1590 Highway 55  
Hastings, MN 55033  
651-438-4532

8.2. Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

8.3. Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.

8.4. Choice of Law. The laws of the state of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

8.5. Data Privacy. The parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and the Minnesota rules implementing the Act now in force or hereafter adopted. The County and the City agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data.

8.6. Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or that party's right to enforce it.

8.7. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party in the event sufficient funds from the County, City, State, Federal or other sources are not appropriated, obtained and continued at least

at the level relied on for the performance of this Agreement and the non-appropriation of funds did not result from any act of bad faith on the part of the terminating party.

8.8. Entire Agreement. This Agreement is the entire agreement for the provision of the Emergency Management Services between the City and the County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board  
Resolution No.

COUNTY OF DAKOTA

By \_\_\_\_\_  
David McKnight  
Deputy County Manager  
1590 Highway 55  
Hastings, MN 55033

Date of Signature: \_\_\_\_\_

CITY OF ROSEMOUNT

By: \_\_\_\_\_ Title, Name

And: \_\_\_\_\_ Title, Name

We represent and warrant that we are authorized to execute this Agreement and legally bind the City.

WORK PLAN, PROJECT DETAILS and TIME ESTIMATES FOR EACH PROSPECTIVE CALENDAR YEAR DURING THE TERM OF THE AGREEMENT

1. EOP

- Individual City meetings with EM
- Update of City Emergency Operations Plan (EOP)
- Meeting with EM to discuss gaps / update needs
- Meeting with each City to present updated EOP

2. Exercises

- EOC Tabletop or Functional Exercise and Development

**Unknowns and intangibles**

Scheduling conflicts with City staff could delay processes.  
Follow through by City staff with deliverables could delay processes.  
Real Events/Disasters could delay processes.

City Council Regular Meeting: May 5, 2026

<b>AGENDA ITEM:</b> Approve Entry into Joint Powers Agreement with Dakota County - US Highway 52 & County State Aid Highway 42 Interchange	<b>AGENDA SECTION:</b> CONSENT AGENDA
<b>PREPARED BY:</b> Nick Egger, Public Works Director	<b>AGENDA NO.</b> 6.o.
<b>ATTACHMENTS:</b> Joint Powers Agreement	<b>APPROVED BY:</b> LJM
<b>RECOMMENDED ACTION:</b> Staff recommends the City Council approve City Entry into a Joint Powers Agreement with Dakota County for the US Highway 52 & County State Aid Highway 42 Interchange Project.	

### BACKGROUND

Dakota County is leading a project this coming summer to construct improvements for capacity and traffic management at the interchange of US Highway 52 and County State Aid Highway 42. Primary improvements will include signals at each of the ramps, and an additional left turn lane for eastbound traffic on CSAH 42 to access the ramp for northbound US Highway 52. This is the next step in the evolution of the interchange, which first began with the reconstruction of the US 52 bridge over CSAH 42 in 2017, and is expected to materialize further with cloverleaf style loops for some traffic movements, and an eventual conversion of CSAH 42 to four lanes east of US 52. Those changes are currently forecasted to occur in the 2030-2036 timeframe and may take place through a series of projects led by MnDOT and/or Dakota County.

The total project cost is expected to be in the range of \$5.4 Million. Dakota County was successful in obtaining a grant for \$2.4 Million from MnDOT's Transportation Economic Development (TED) program, which reduces the overall cost for local agencies. With that, and in accordance with Dakota County's cost share policy for this type of project, the City's cost-share is expected to be approximately \$330,000. The City will be covering its portion of the project via use of its State Aid for Local Transportation funds received through MnDOT (gas taxes). Accordingly, a Joint Powers Agreement between the County and City is necessary to lay out the cost-share and other responsibilities of each party.

The County expects to solicit bids from contractors for this project later this spring, and for construction to occur this summer, with completion in the fall.

### RECOMMENDATION

Staff recommends the City Council approve City Entry into a Joint Powers Agreement with Dakota County for the US 52 and CSAH 42 Interchange Project.

**JOINT POWERS AGREEMENT FOR  
PRELIMINARY ENGINEERING, FINAL DESIGN ENGINEERING, RIGHT-OF-WAY,  
CONSTRUCTION, AND COST PARTICIPATION**

**BETWEEN**

**THE COUNTY OF DAKOTA**

**AND**

**THE CITY OF ROSEMOUNT**

**FOR**

**DAKOTA COUNTY PROJECT NO. 42-174**

**CITY OF ROSEMOUNT PROJECT NO. 2026-09**

**MNDOT SP NO. 1906-82**

*SYNOPSIS: Dakota County and the City of Rosemount agree to conduct preliminary engineering, final design engineering, right-of-way acquisition, construction, maintenance, and cost share for the County State Aid Highway (CSAH) 42 (145<sup>th</sup> Street) at Trunk Highway (TH) 52 Interchange improvements in Rosemount.*

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

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

WHEREAS, to provide a safe and efficient transportation system, the County and the City are proceeding with County Project 42-174 and City Project 2026-09; and

WHEREAS, County Project 42-174 includes intersection improvements at the CSAH 42 and TH 52 interchange ramp to incorporate the addition of turn lanes, widening ramps and signalization of the west and east trunk highway ramp intersections (the "Project"); and

WHEREAS, the purpose and need for the Project is to address safety and operational issues of the principal arterial and trunk highway interchange and accommodate future growth within Dakota County and the City of Rosemount; and

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

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

WHEREAS, the Project has been selected to receive \$2,400,000 through the Minnesota Department of Transportation's Transportation Economic Development (TED) program to be used for trunk highway eligible expenses, 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 traffic analysis, corridor study, final design engineering, right-of-way acquisition, lighting, and signal design 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 and Final "Engineering" shall be defined as engineering work completed through final 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. Final MnDOT approved layout (100% Plans) and construction cost estimate
  - k. Construction administration
  
3. Engineering. Engineering costs shall include the cost of preparing final design, plans, specifications and proposals, surveying, mapping, consultant engineering, right-of-

way mapping, construction engineering, as well as the cost of facilitating public and/or third-party agency involvement.

4. Plans, Specifications and Award of Contract. 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. Within 7 days of opening bids for the construction contract, the County shall submit a copy of the low bid and an abstract of all bids together with the request for concurrence to the State and the award of the construction contract to the lowest responsible bidder. The lead agency may award the contract for construction to the lowest responsive and responsible bidder in accordance with state law. If a bid is not awarded, this Agreement shall terminate for the specific project that is not awarded, and all costs incurred as of the date of termination shall be apportioned in accordance with the terms of this Agreement. The contract construction shall be performed in accordance with approved plans, specifications and special provisions which are made a part hereof by reference with the same force and effect as though fully set forth herein.
  
5. Signal, Street Lighting and Maintenance Costs. Upon completion of the Project, electrical power necessary for the operation of the signals and streetlights and maintenance of the streetlights will be provided in accordance with County policies included in the current adopted 2040 Dakota County Transportation Plan Policy F.17 Street Lighting Maintenance.
  
6. Right-of-Way. The preliminary design of the Project will identify the existing right-of-way, as well as the permanent and temporary highway easements, drainage, and utility easements necessary for the improvements. The County will obtain permanent highway right-of-way for road and signal reconstruction, including easements for trails, drainage, and utilities, in accordance with applicable state and federal laws and regulations. Upon project completion, any right-of-way required for municipal street improvements will be transferred to the city.

By this Agreement, the City will allow the County access and use of all adjacent city-controlled public easements, real property, and rights-of-way necessary for the

construction of the Project for the duration of the construction period. Adjacent city-controlled public easements encompass but are not limited to, real property, sidewalk easements, landscape easements, and drainage and utility easements. The City easements will be shown within the construction limits specified in the Project plans. Upon completion of the Project, the County will, by this Agreement, cede use of City easements and the City will retain easement ownership. In addition to the temporary access, the City will provide the County with any necessary highway easements on City property for the Project at no cost. Easements can include but are not limited to highway, trail, drainage, utility, and retaining wall easements. The easement must be necessary to complete the work directly applicable to the construction defined by this Project's purpose and need.

The costs of acquiring any necessary right-of-way for the Project, shall be shared based on the County's and City's share of the final construction costs in accordance with the current Dakota County Transportation Plan and Cost Participation policy F.3 Right-of-Way.

7. Construction. Construction costs shall include all highway and roadway construction items, including removals; mobilization and traffic control, temporary widening or other measures if required as part of traffic control or project staging; mitigation as required by state and federal permits including accessibility requirements; replacement or restoration of fences, landscaping and driveways when affected by construction; replacement or adjustment of sanitary sewer, water and storm sewer systems, if required due to construction; wetland mitigation and banking; and all other construction aspects outlined in the plan except for elements as called out under this Agreement or County policies included in the current adopted Dakota County Transportation.
8. Construction Standards. All construction, including traffic control, shall be accomplished in accordance with applicable State Aid, County and City standards, specifications, and policies to the satisfaction of the County and City. The County and City reserves the right to inspect construction materials and methods as needed.

9. Municipal Construction Items. The City may elect to perform concurrent work outside what is necessary to complete the Project, such as new utility installation, utility servicing, improving adjacent streets and access modifications not required by the project. The City shall be responsible for 100% of the costs for such additional improvements.
  
10. Cost Share. After application of all applicable cost sharing provisions of this Agreement and the Dakota County 2040 Transportation Plan (July 2021) Appendix A (Attachment A) polices F.1 through F.19, the County will participate in the Project as shown in the Opinion of Cost Participation (Attachment B) and as defined below after deducting federal and state cost participation amounts. The parties acknowledge that the Opinion of Cost Participation reflects estimated cost shares at the time of Agreement execution. Final cost participation will be based on actual construction costs.

The Project was awarded \$2,400,000 through the Minnesota Department of Transportation's Transportation Economic Development (TED) Program.

TED funds may only be applied to trunk-highway-eligible project elements, consistent with MnDOT's Cost Participation Policy and Minnesota Statute 174.12. Eligible items generally include improvements to the Trunk Highway interchange ramps, modifications to signal systems that directly serve trunk highway operations, and other improvements located within or directly supporting trunk highway right-of-way. TED funds may not be applied to local roadway improvements, County State Aid Highway improvements, local turn-lane additions, or other non-trunk-highway-purpose items. TED funds also cannot be used to satisfy the City or County share of local roadway elements or be used as match for non-trunk-highway-purpose improvements.

Attachment B identifies which line items qualify for trunk-highway eligibility under MnDOT policy and shows the resulting cost participation splits.

Cost participation for the remaining project elements is allocated as follows:

- F.1 – Replacement and Modernization.

The County will participate at 85 percent, and the City will participate at 15 percent, for costs associated with improvements on CSAH 42 that are part of the Project, including turn-lane additions, widening, striping removal, striping, signing, and related items.

- F.4 – Traffic Signals and F.17 – Traffic Signal and Street Lighting Power Costs and Maintenance Responsibilities.

11. The new traffic signals installed as part of the Project are located at intersections of County and State facilities. In accordance with County policy, no City cost share is required for the traffic signal systems. Project Cost Updates. The lead agency must provide updated cost estimates showing the County and City shares of Project costs annually at the time of Capital Improvement Program development. Project cost estimate updates include actual and estimated costs for Engineering Costs, right-of-way acquisition, utility relocation, construction, and administration.

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

12. 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.

13. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect any of the Project's cost participation must be approved by the authorized representative of each party prior to execution of work. The City's appointed representative is Nick Egger, Public Works Director, and the County's appointed representative is 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.
14. 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.
15. Effective Dates for Design and Construction of Project. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2030.
16. Final Acceptance. Final completion of the Project must be approved by both the County and the City.
17. Pavement Maintenance. Upon acceptance of the Project, the City shall be responsible for all pavement maintenance within City-owned right-of-way. The County shall be responsible for all pavement maintenance within County-owned right-of-way unless necessitated by a failure of a City utility system or installation of new City-owned facilities.
18. Pavement Marking and Traffic Signing Maintenance. Pavement markings will be installed as applicable for the operation of the highway and intersections along the Project area as outlined in the plans. The City shall be responsible for all pavement marking and sign maintenance within City right-of-way and the County shall be responsible for all pavement marking and sign maintenance within the County right-of-way unless necessitated by installation of new facilities.

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

24. 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.
25. 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.
26. 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.

27. 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](mailto:Erin.Laberee@co.dakota.mn.us)

CITY OF ROSEMOUNT  
Nick Egger, Rosemount Public  
Works Director (or successor)  
Rosemount Public Works  
14041 Biscayne Avenue  
Rosemount, MN 55068  
Office: 651-322-2022  
[nick.egger@rosemountmn.gov](mailto:nick.egger@rosemountmn.gov)

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

**[SIGNATURE PAGE TO FOLLOW]**

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

**CITY OF ROSEMOUNT**

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Nick Egger, Public Works Director

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

(SEAL)

By \_\_\_\_\_  
City Attorney

Date \_\_\_\_\_

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

Date: \_\_\_\_\_

**COUNTY OF DAKOTA**

RECOMMENDED FOR APPROVAL:

By : \_\_\_\_\_  
Erin Laberee, County Engineer

By: \_\_\_\_\_  
Georg Fischer, Assistant County Manager  
Physical Development Division

Date: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY BOARD RESOLUTION

No. 24-384 Date: July 30, 2024

**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 42-174									
Cost Split									
Dakota County				55.3%					
City of Rosemount				6.6%		No City Cost for Signals			
MNDOT				38.2%					
Date December 2025									
		Executed Contract Amount							
		Estimated Amount							
		Insert CIP Budget Amount Per Phase							
CP 42-174	CIP Programmed Budgets	Total (Estimated if not known)	FHWA	MNDOT TED	Dakota County (85%)	Dakota County (100%)	City of Rosemount (15%)	City of Rosemount (100%)	Comments
-SEH (Final Design Amendment 1)		\$ 54,000		\$ 20,612	\$ 28,380	N/A	\$ 5,008	N/A	\$ -
		\$ -		\$ -	\$ -	N/A	\$ -	N/A	\$ -
Final Design		\$ 349,340		\$ 133,344	\$ 183,597	N/A	\$ 32,399	N/A	\$ -
-Wetland Credits		\$ -		\$ -	\$ -	N/A	\$ -	N/A	\$ -
-Potholing Contract		\$ -		\$ -	\$ -	N/A	\$ -	N/A	\$ -
-Public Engagement Mailing/Advertisement		\$ 10,000		\$ 3,817	\$ 5,256	N/A	\$ 927	N/A	\$ -
Design Totals	\$ 350,000	\$ 413,340		\$ 157,772	\$ 217,232	\$ -	\$ 38,335	\$ -	\$ -
<b>Right of Way (Insert cost split here)</b>									
- Consultant Name (Appraisals)		\$ 8,500		\$ -	\$ 7,225	N/A	\$ 1,275	N/A	\$ -
- Consultant Name (Review Appraisals)		\$ 1,600		\$ -	\$ 1,360	N/A	\$ 240	N/A	\$ -
- Consultant Name (O & E's)		\$ 7,200		\$ -	\$ 6,120	N/A	\$ 1,080	N/A	\$ -
-R/W (Settled)		\$ 35,000		\$ -	\$ 29,750	N/A	\$ 5,250	N/A	\$ -
-R/W (Unsettled)		\$ -		\$ -	\$ -	N/A	\$ -	N/A	\$ -
-Commissioners Time		\$ -		\$ -	\$ -	N/A	\$ -	N/A	\$ -
Condemnation		\$ 3,000		\$ -	\$ 2,550	N/A	\$ 450	N/A	\$ -
-Utility Relocations		\$ -		\$ -	\$ -	N/A	\$ -	N/A	\$ -
-County Attorney Time		\$ -		\$ -	\$ -	N/A	\$ -	N/A	\$ -
Right of Way Totals	\$ 400,000	\$ 55,300		\$ -	\$ 47,005	\$ -	\$ 8,295	\$ -	\$ -
<b>Construction (Insert cost split here)</b>									
-Construction Estimate (100 Plan)		\$ 3,423,624		\$ 1,926,307	\$ 1,272,720	\$ -	\$ 224,598	N/A	\$ (0)
-Incentives (1%)		\$ 34,236		\$ -	\$ 29,101	\$ -	\$ 5,135	N/A	\$ -
-Mn/Dot Testing (0.8%)		\$ 27,389		\$ 15,410	\$ 10,182	\$ -	\$ 1,797	N/A	\$ (0)
-Permits		\$ -		\$ -	\$ -	N/A	\$ -	N/A	\$ -
Const Eng/Admin		\$ 278,820		\$ 155,337,4272	\$ 104,960	\$ -	\$ 18,522	\$ -	\$ -
Construction Totals	\$ 5,400,000	\$ 3,764,070		\$ 2,097,055	\$ 1,416,962	\$ -	\$ 250,052	\$ -	\$ -
				55.7%	37.6%		6.6%		\$ (1)
					85.0%		15.0%		\$ (1)
TED Funding (- MAX \$2,400,000)		\$ 2,097,055							\$ 2,097,055
Cost Split = (Construction Totals-TED)		\$ 1,667,014							\$ 1,667,014
<b>Dakota County Labor Costs (Insert Cost Split Here)</b>									
County Eng/Admin - DESIGN (15%)		\$ 62,001		\$ -	\$ 52,701	N/A	\$ 9,300	N/A	\$ -
County Eng/Admin - R/W (5%)		\$ 2,765		\$ -	\$ 2,350	N/A	\$ 415	N/A	\$ -
County Eng/Admin - CONST. (6%)		\$ 225,844		\$ 125,823	\$ 85,018	N/A	\$ 15,003	N/A	\$ -
DC Labor Totals		\$ 290,610		\$ 125,823	\$ 140,069	\$ -	\$ 24,718	\$ -	\$ -
<b>City of Rosemount Labor Costs (Insert Cost Split Here)</b>									
City Eng/Admin - DESIGN (5%)		\$ 20,667		\$ -	\$ 17,567	N/A	\$ 3,100	N/A	\$ -
City Eng/Admin - R/W (1%)		\$ 553		\$ -	\$ 470	N/A	\$ 83	N/A	\$ -
City Eng/Admin - CONST. (1%)		\$ 37,641		\$ -	\$ 31,995	N/A	\$ 5,646	N/A	\$ -
Eagan Labor Totals		\$ 58,861		\$ -	\$ 50,032	\$ -	\$ 8,829	\$ -	\$ -



City Council Regular Meeting: May 5, 2026

<b>AGENDA ITEM:</b> City Hall Boiler Replacement Bids	<b>AGENDA SECTION:</b> CONSENT AGENDA
<b>PREPARED BY:</b> Dan Schultz, Parks & Recreation Director	<b>AGENDA NO.</b> 6.p.
<b>ATTACHMENTS:</b> Bid Results and Recommendations	<b>APPROVED BY:</b> LJM
<b>RECOMMENDED ACTION:</b> Motion to recommend the low bidder, CM Construction, be awarded the boiler replacement project at City Hall.	

### BACKGROUND

As part of the Central Park remodel and expansion, the city plans to take down some of the old public works buildings that are no longer being used. One of the buildings that we are planning to take down house the boilers for City Hall. The bids that are before you tonight are for the replacement of those boilers that serve City Hall.

We are planning to replace the old boilers form the Public Works Building with new high efficiency boilers in the City Hall garage. This will allow for the former public works building to be taken down in the near future.

The bids were advertised as required by state law and bidding process went smoothly with few questions submitted. A Prebid Meeting was held on April 6th with contractors touring the building. Bids were received and publicly opened on April 14, 2206, with six bids received. All bids included the required Bid Bond and Contractor Verification of Compliance documents.

The bids for the Rosemount Boiler Replacement were received, based on the plans and specifications developed by CNH Architects and our consultant team. The bid results are shown below:

General Contractor	Base Bid
CM Construction	\$464,400.00
Derau Construction	\$514,200.00
Meisinger Construction	\$514,800.00
KNB Contracting LLC	\$524,900.00
NAC Mechanical & Electrical	\$529,900.00
Corval Group	\$625,500.00

CNH Architects has interviewed CM Construction to discuss their comfort level with their bids and ask

some general qualification questions. They noted that they had good coverage on all bid sections and were very comfortable with the bid they submitted.

**RECOMMENDATION**

Staff is recommending the low bidder, CM Construction, be awarded the boiler replacement project at City Hall.

**MEMORANDUM:**

PROJECT: Rosemount Boiler Replacement  
 CNH NO: 25039  
 DATE: April 21, 2026  
 TO: City of Rosemount  
 SUBJECT: Bid Results Summary and Recommendations

The following is a summary of the bidding process and results, review of the apparent low bid general contractor, and recommendations for City Council consideration of the Rosemount City Hall Boiler Replacement project.

**Bid Process**

The bids were advertised and bidding process went smoothly with few questions submitted. A Prebid Meeting was held on April 6<sup>th</sup> with contractors touring the building. Bids were received and publicly opened on April 14, 2026, with six bids received. All bids included the required Bid Bond and Contractor Verification of Compliance documents.

**Bid Results**

The bids for the Rosemount Boiler Replacement were received, based on the plans and specifications developed by CNH Architects and our consultant team. The bid results are shown in the table below

<b>General Contractor</b>	<b>Base Bid</b>
CM Construction	\$464,400.00
Derau Construction	\$514,200.00
Meisinger Construction	\$514,800.00
KNB Contracting LLC	\$524,900.00
NAC Mechanical & Electrical	\$529,900.00
Corval Group	\$625,500.00

The bid results indicated a close group of bidders in the middle with one low bid and one high bid outside of this range. The low bid submitted by CM Construction was 10.7% below the next highest bid.

**Apparent Low Bidder**

CNH Architects has interviewed CM Construction to discuss their comfort level with their bids and ask some general qualification questions. They noted that they had good coverage on all bid sections and were very comfortable with the bid they submitted.

CM Construction was founded in 1992 and is based in Burnsville. CM Construction’s work includes a large proportion of public projects. CNH Architects has worked with CM Construction in the past but it was quite a few years ago. They had successfully completed the past projects with our firm.

Recommendations

CNH Architects considers this bid to be competitive and of good value. We have interviewed the low bidder and found them to be responsible and responsive to the documents. Consequently, CNH Architects recommends awarding the contract for the Rosemount Boiler Replacement project to the low bidder, CM Construction, for a bid of \$464,400.00.

Respectfully Submitted,



Quinn S. Hutson, AIA, LEED AP  
Principal  
CNH Architects, Ltd.

City Council Regular Meeting: May 5, 2026

<b>AGENDA ITEM:</b> Professional Services Agreement for Steeple Center Improvements	<b>AGENDA SECTION:</b> CONSENT AGENDA
<b>PREPARED BY:</b> Dan Schultz, Parks & Recreation Director	<b>AGENDA NO.</b> 6.q.
<b>ATTACHMENTS:</b> Agreement	<b>APPROVED BY:</b> LJM
<b>RECOMMENDED ACTION:</b> Motion to approve entering into a contract with CNH Architects for the creation of plans and specifications, bidding and oversight of the repair projects at the Steeple Center.	

**BACKGROUND**

The City’s Capital Improvement Plan includes future funding for the replacement of the Steeple Center roof and other work needed at the facility. This project is for work on the former St. Joseph’s church building that was built approximately 1924.

The upgrades and repairs are to include:

- Roof replacement of existing slate roof (anticipated replacement with enhanced durability architectural asphalt shingles)
- Brick/stone tuck pointing where necessary
- Replace caulking at masonry control joints
- Replacement of deteriorated cast stone (primarily adjacent to sidewalks)
- Main entrance stair repairs
- Replacement of other individual miscellaneous deteriorated exterior items which may include hollow metal doors / frames, sidewalk segments, window caulking, miscellaneous painting, etc.
- Interior plaster / gypsum board ceiling and wall repairs and painting where damaged by water intrusion.

CNH Architects has worked on several improvement projects at the facility and are very familiar with the building. That have proposed a fee of \$74,200 to create the necessary plans and specifications, bid the project and oversee the work. Attached is a fee proposal that has been submitted by CNH Architects.

**RECOMMENDATION**

Staff is recommending the City Council enter into a contract with CNH Architects for the creation of plans and specifications, bidding and oversight of the repair projects at the Steeple Center.

## PROPOSAL FOR ARCHITECTURAL SERVICES

PROJECT: Rosemount Steeple Center- Roof & Exterior Upgrades  
CNH No.: 26025  
CLIENT: City of Rosemount

---

April 22, 2026

Mr. Dan Schultz  
Park and Recreation Director  
City of Rosemount  
2875 145<sup>th</sup> Street West  
Rosemount, MN 55068

### DESCRIPTION

This project is for exterior upgrades and repairs to the Steeple Center's former St. Joseph's church building that was built approximately 1924. Upgrades and repairs to include:

- Roof replacement of existing slate roof (anticipated replacement with enhanced durability architectural asphalt shingles)
- Brick/stone tuckpointing where necessary
- Replace caulking at masonry control joints
- Replacement of deteriorated cast stone (primarily adjacent to sidewalks)
- Main entrance stair repairs
- Replacement of other individual miscellaneous deteriorated exterior items which may include hollow metal doors / frames, sidewalk segments, window caulking, miscellaneous painting, etc.
- Interior plaster / gypsum board ceiling and wall repairs and painting where damaged by water intrusion

### GENERAL

We propose to perform our services in the following parts:

#### PART I - SCHEMATIC DESIGN

Our services for this part of the work consist of on-site observation to identify and document the scope of deteriorated items in need of repair.

#### SERVICES PROVIDED

- On-site review of exterior building envelope to identify extent of deteriorated building elements, including drone imaging to document difficult areas

- Evaluate thermal imaging study provided by others to further identify areas potentially holding internal moisture
- Roof plan, floor / site plan and exterior elevation drawings identifying proposed repairs scope
- Preliminary cost estimate to verify and determine scope to align with owner’s project budget
- Review meeting with Client to discuss proposed repairs scope and project budget

## **PART II – DESIGN DEVELOPMENT**

This portion of the work includes further development of the detailed elements of the building upgrades and repairs.

### SERVICES PROVIDED

- Further development of roof, floor / site plan and exterior elevation drawings identifying work scope extents
- Preliminary details of roof replacement and exterior repairs
- Meetings with Client as required
- Review meeting with Client to determine final project repairs scope and budget

## **PART III - CONSTRUCTION DOCUMENTS**

Our services for this part include providing a set of drawings and specifications for construction and review by city building officials.

### SERVICES PROVIDED

- Roof plan identifying roof replacement extents
- Floor / site plan drawings identifying repairs scope locations and extents
- Exterior elevation drawings identifying repairs scope including tuckpointing extents
- Roof replacement details
- Exterior repairs details for brick / stone replacement and other miscellaneous items
- Project specifications
- Updated cost estimate
- Review meeting with Client

## **PART IV – BIDDING**

Our services for this part include support of the bidding process.

### SERVICES PROVIDED

- Distribute bidding documents electronically including hosting project website
- Answer bidder questions
- Write addenda if required
- Review product substitution requests
- Review bid results with Client

- Write Contractor – Client contract

## **PART V - CONSTRUCTION ADMINISTRATION**

Our services for this part include construction phase support, submittal and site review.

### **SERVICES PROVIDED**

- Every other week site review and client construction meetings
- Shop drawing review
- Monthly pay application review
- Preparation of construction administration documents as needed (Supplemental Information, Proposal Requests, and Change Orders)
- Answer contractor questions (Request for Information)
- Final punchlist review
- Review of project closeout documents

### **SERVICES NOT PROVIDED IN THE ABOVE**

- Structural, mechanical and electrical engineering services are not anticipated to be required. However, it may be determined during schematic design observations that there is need for engineering services for replacement of exterior roof / façade mounted items such as light fixtures, vents, deteriorated steel lintels, etc. If required, engineering services fees will be identified and can be provided as an additional service.
- Special inspections during construction
- Continuous or extensive on-site construction phase observation beyond amounts indicated

### **FEE**

We propose the services indicated above for a fixed fee of \$74,200, plus reimbursable expenses as indicated below. This proposal fee is valid for 90 days from the date of this document.

### **AGREEMENT**

It is assumed that a standard AIA B101 (Owner – Architect Full Scope) Agreement will be executed upon acceptance of this proposal.

The fee is due within 30 days of monthly invoices. A finance charge of 1.5% per month will be charge to unpaid bills after 30 days.

We understand that payment is not contingent on project financing, land closings, payment from others, governing ordinance approvals and/or any other contingency not incorporated into this agreement.

**REIMBURSABLE EXPENSES**

Reimbursable expenses include the following items and will be billed as they occur:

- Miscellaneous B&W and color printing at cost
- Miscellaneous postage and shipping at cost
- Mileage, at IRS designated rate

**SCHEDULE**

A project schedule has not been determined at this time. We will work with you to determine a schedule when the project is ready to proceed.

We appreciate your using us for this work and look forward to proceeding with the project.

Sincerely,



Quinn S. Hutson, AIA, LEED AP  
Principal  
CNH Architects, Ltd.

ACCEPTED BY:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

May 2026

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

**Main Calendar**

**Arbor Day Celebration and Tree Giveaway**

**May 2, 2026, 10:00 AM @ Former Public Works Facility  
(Located just north of Rosemount City Hall)**

Join us as we observe the 35th Annual Rosemount Arbor Day. We will recognize the importance of Arbor Day with a brief program hosted by Mayor Weisensel. The City will also be giving away trees from 6 - 8 feet in height to residents of Rosemount. There will be a variety of tree species available. The trees for this year are: Maple Sienna, Birch River Clump, Oak Regal Prince and Fireside Apple (Subject to change). The first 150 residents of Rosemount who have proof of residency will receive a tree. Due to limited quantity, there is a limit of one tree per household.

[More Details](#)

**City Council Work Session Meeting**

**May 5, 2026, 5:00 PM - 6:00 PM**

[More Details](#)

**City Council Meeting**

**May 5, 2026, 7:00 PM - 8:00 PM**

[More Details](#)

**Citywide Garage Sale**

**May 14, 2026 - May 16, 2026 @ All over the city**

This long-standing community event brings neighbors together, encourages sustainable shopping, and gives residents the chance to declutter while connecting with the community.

[More Details](#)

**2026 Spring Cleanup Day**

**May 16, 2026, 8:00 AM - 12:00 PM**

**@ Dakota Area Transfer Station**



**ASK LUCKY**

Select Language ▼

Google Translate

The City of Rosemount is hosting its annual Spring Clean Up Day, giving residents a convenient way to dispose of items that aren't accepted in your curbside trash. Bring in those tricky items—like mattresses, appliances, and scrap metal—and we'll take care of them.

[More Details](#)

---

**Legacy Tree Planting & Youth Commission Meeting**

**May 19, 2026, 3:00 PM - 4:45 PM**

Legacy Tree Planting 3:00pm Youth Commission Regular Meeting 3:45-4:45pm

[More Details](#)

---

**Port Authority Meeting**

**May 19, 2026, 6:00 PM - 7:00 PM**

[More Details](#)

---

**City Council Meeting**

**May 19, 2026, 7:00 PM - 8:00 PM**

[More Details](#)

---

**CITY HALL CLOSED - Memorial Day**

**May 25, 2026, All Day**

[More Details](#)

---

**Parks and Natural Resources Commission Meeting**

**May 25, 2026, 7:00 PM - 8:00 PM**

[More Details](#)

---

**Planning Commission Meeting**

**May 26, 2026, 6:30 PM - 7:30 PM**

[More Details](#)

---

June 2026

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

Main Calendar

**City Council Special Meeting - Commissioner Interviews**

June 2, 2026, 4:30 PM - 5:30 PM

[More Details](#)

**City Council Work Session Meeting**

June 2, 2026, 5:00 PM - 6:00 PM

[More Details](#)

**City Council Meeting**

June 2, 2026, 7:00 PM - 8:00 PM

[More Details](#)

**Port Authority Meeting**

June 16, 2026, 6:00 PM - 7:00 PM

[More Details](#)

**City Council Meeting**

June 16, 2026, 7:00 PM - 8:00 PM

[More Details](#)

**CITY HALL CLOSED - Juneteenth**

June 19, 2026, All Day

[More Details](#)

**Utility Commission Meeting**

June 22, 2026, 5:30 PM - 6:30 PM

[More Details](#)

**Parks and Natural Resources Commission Meeting**

June 22, 2026, 7:00 PM - 8:00 PM

[More Details](#)



**ASK LUCKY**

Select Language ▼

Google Translate

**Planning Commission Meeting**  
June 23, 2026, 6:30 PM - 7:30 PM

[More Details](#)

---

**Youth Commission Meeting**  
June 24, 2026, 3:45 PM - 4:45 PM

[More Details](#)

---

**Utility Commission Meeting - UPDATED DATE**  
June 29, 2026, 5:30 PM - 6:30 PM

[More Details](#)

---

 Government Websites by [CivicPlus®](#)