

AGENDA

ROGERS CITY COUNCIL

November 27, 2018 - 7:00 PM

Work Session- 6:00 p.m.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. OPEN FORUM

Individuals may address the Council about any item not contained on the regular agenda. A maximum of 10 minutes is allocated for the Forum. If the full 10 minutes are not needed for the Forum, the Mayor will continue with the agenda. If additional time is needed for the Forum, the Council will continue the Forum following Other Business on the agenda. The Council will take no official action on items discussed at the Forum, with the exception of referral to staff of Commission for future report.

3. PRESENTATIONS

4. APPROVE AGENDA

Council members may add items to the agenda for discussion purposes or staff direction only. The Council will not normally take official action on items added to the agenda.

5. CONSENT AGENDA

These items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.

5.1 Approval of the November 13, 2018 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Approval of Resolution No. 2018 - 101, A Resolution Adopting Assessments for the Justen Circle Street and Utility Improvement Project

5.4 Approval of Massage Therapy License Renewals and Renewal of Massage Establishment License for Massage Envy

5.5 Accepting the Retirement/Resignation of Judy Splett Effective December 3, 2018

5.6 Accept Improvements and Approve Final Payment for the Mallard Estates Street Improvement Project

5.7 Approval of Illinois Casualty as Liquor Liability Insurance Provider for 2019

5.8 Items Related to the Following Resolutions:

- Approval of Resolution No. 2018-102, A Resolution Granting a Conditional Use Permit for Outdoor Storage
- Approval of Resolution No. 2018-103, A Resolution for a Variance to Exceed Outdoor Storage Area

5.9 Approval of Resolution 2018-105 Approving the Loan of a Minnesota Investment Fund Grant to Graco Minnesota Inc. and Related Documents

6. PUBLIC HEARINGS

- 6.1 Public Hearing to Consider the Vacation of Excess and Dedication of New Road Rights-of-Way on South Diamond Lake Road

7. GENERAL BUSINESS

- 7.1 Accepting Acquisition of Outlot B of Lyndhaven Meadows from RM Investments, LLC
- 7.2 Approval to Hire Blake Bistodeau for the Back Fill of Utility Operator II

8. OTHER BUSINESS

9. CORRESPONDENCE AND REPORTS

- 9.1 October 2018 Financial Reports

10. ADJOURN



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: November 27, 2018

Agenda Item: No. 5.1

Subject: Approval of the November 13, 2018 City Council Meeting Minutes

**Prepared
By:**

ATTACHMENTS:

Description

11132018 Minutes

1. Call to Order. The regular meeting of the City Council of the City of Rogers was called to order by Mayor Ihli on Tuesday, November 13, 2018 at 7:00 p.m. at Rogers Community Center, 21201 Memorial Drive, Rogers, MN, 55374.

Council present: Mark Eiden, Bruce Gorecki, Rick Ihli, Darren Jakel, and Shannon Klick.

Staff present: Jeff Beahen, Police Chief; Paul Byun, Deputy Clerk/Communications Coordinator; Jeff Carson, City Attorney; Brad Feist, Fire Chief; Lisa Herbert, Finance Director; Stacy Scharber, Assistant City Administrator; John Seifert, Public Works Director; Steve Stahmer, City Administrator; and Bret Weiss, City Engineer.

2. Open Forum

None.

3. Presentations

3.1 Water Meter Upgrade and Advanced Metering Infrastructure (AMI) Presentation

Jamison and Dave from SL-Serco, and Public Work Director Seifert's presentation highlights:

This presentation looks to bring forward the findings from a completed study for the Rogers Water and Sewer utility and specifically the City's water meter infrastructure. The City has previously entered into a scope of work with the consulting firm of SL-Serco, to evaluate the future of the City's water meter infrastructure that looked to answer two major issues. The first was to confirm most efficient and durable equipment to meet the needs of the utility, and the second was to evaluate the functionality of the equipment to best match the community's needs now and into the future.

As previously presented to the council, the water meter equipment installed over the last 25 years is reaching the end of its useful life. In addition, the continued growth of the water system has highlighted the need to reassess the needs and service level going into the future for our residents and business owners.

This water meter infrastructure provides data to the utility that allows for the measuring of the quantity of the water and communicating those readings to a central point that allows for the creation of the monthly water and sewer billings.

The City currently has two options:

1) Replace the current meters in need of replacement with updated, but similar technology, and continue to utilize drive-by data collection or;

2) Purchase enhanced technology with AMI providing higher levels of customer service and efficiencies with wireless data collection.

Review:

Solution Comparison

Neptune AMI (Advanced Meter Infrastructure) or Sensus AMI (Parent company of the current system). Sensus is significantly cheaper. Parts of existing systems are reaching the end of their lives.

Leveraging Purchase Power:

1. Stronger Relationship with Manufacturer
2. Binding Contract & Warranties Ensuring Full-Life Functionality
 - Service Level Agreement
 - City Data Ownership
 - Faster Material Delivery
3. Free Upgrades to a Fully Remote System

Avoiding Risk:

1. Integration with Existing Architecture
2. Legally Binding Functionality
3. Proven Technology

AMI Installation Plan:

1. Graph of covered areas in Rogers, MN.

Jakel, what is your timeframe? Seifert, we are hoping for 2019.

Eiden, fully automated? No more driving by? Seifert, yes.

Jakel, does the system detect a change in the water bill? Serco-SL Team, this has the technology to detect surface level changes, but would be hesitant to say yes without implementing the entire system.

Herbert, can this system detect non-reads? Seifert and Serco-SL team, yes they have about a 98% accuracy rate in of non-reads according to previous data.

Eiden, what data is stored? Serco-SL team, the data going to the MDM that goes to the Finance Department is the consistent trending data.

4. Approve Agenda

Mayor Ihli added 8.01 – Calling a Budget Workshop

5. Consent Agenda

- 5.1** Approval of October 16, 2018 City Council Work Session Minutes, October 23, 2018 Work Session Minutes, and October 23, 2018 City Council Meeting Minutes
- 5.2** Approval of Bills and Claims
- 5.3** Approval of Resolution No. 2018-99, A Resolution Canvassing the November 6, 2018 Municipal Election Returns and Declaring Results
- 5.4** Authorization to Advertise for the Back Fill of Utility Operator II
- 5.5** Authorization to Advertise for the Back Fill of the Civil Project Engineer Position

- 5.6** Setting a Budget Workshop of the City Council for Tuesday, December 4, 2018 at 6:00 p.m. at the Rogers Police Department, 21860 Industrial Court, Rogers MN
- 5.7** Setting a Budget Workshop of the City Council for Tuesday, December 11, 2018 at 6:00 p.m. at the Rogers Community Room, 21201 Memorial Drive, Rogers MN
- 5.8** Authorize Execution of the Sales Agreement Between the City of Rogers and the Rogers Volunteer Fire Auxiliary for the Sale of the 1950 Chevrolet Tanker Fire Truck
- 5.9** Adopt Ordinance No. 2018-11, An Ordinance Amending Section 30-64 (d)(5) and (e) of the Rogers City Code and Summary Ordinance No. 2018-11
- 5.10** Authorization to Enter into the Hennepin County Pictometry Usage Agreement
- 5.11** Authorization to Approve Change Order No. 1 for Fletcher Hills 2nd Addition Trunk Watermain Extension
- 5.12** Set Joint Meeting of the City Council and Planning Commission for November 28, 2018 at 6:30 p.m. to Receive a Presentation of the Draft 2040 Comprehensive Plan

Eiden moved, Gorecki seconded a motion to approve the consent agenda. Motion carried 5-0.

6. Public Hearings

6.1 Public Hearing to Consider Adopting the Following Ordinances:

- **Ordinance No. 2018-09, An Ordinance Adopting the 2019 Master Fee Schedule for the City of Rogers and Summary Ordinance No. 2018-09**
- **Ordinance No. 2018-10, An Ordinance Establishing Utility Rates for Sanitary Sewer, Water and Storm Water Within the City of Rogers and Summary Ordinance No. 2018-10**

Herbert, over the past several months each department supervisor has reviewed relevant sections of the Master Fee Schedule and coordinated their changes. The City Council reviewed the Master Fee Schedule prior to the November 13, 2018, City Council Meeting. The highlighted yellow items reflect changes from the previous year. The specific change to the item has been bolded within the line.

Staff is recommending continuing to apply the 1997 UBC Code for building permit fees (which can be justified with offsetting related expenses).

The recommended ordinance provides one central ordinance for all fees, fines and charges for easy research and publication. During the recodification process, all existing ordinances were updated to refer to the most current Master Fee Schedule Ordinance. Development and building permit fees are currently required to be set by ordinance. There are also a number of fees that have statutory limitations. It is important to keep in mind that per Minn. Stat. 462.353 subd. 4(a) and (b), fees must be fair, reasonable, and proportionate and have a nexus to the actual cost of the service for which the fee is imposed and a municipality must adopt management and accounting procedures to ensure that fees are maintained and used only for the purpose for which they are collected. Several fee calculations have had received input from consultants and related studies.

During 2011 staff consulted with Ehlers and Associates to review the 2009 Utility Rate Study and the results since its implementation, to ensure we are on track with long range planning for each utility's operations, access fees and trunk charges. The Utility Enterprise Funds Capital Improvement Plans

(CIP) have been updated along with historical financial information and the 2019 budget. As a result, the recommendations are to increase the rates to incorporate the rate study recommendations and reflect revenue needs for program expenses. Staff is recommending the following rates increases:

- Water meter basic charges - 7% increase
- Water usage rates (tiers 1-3) – 5-6% increase
- Water usage rates (tier 4 and irrigation) - 18% increase
- Sewer basic charge and sewer usage rates – 4% increase
- Storm water utility fees – 2.5% increase

The increase to sewer on an average residential home would result in approximately \$2.23 bimonthly increase, the increase to water on an average residential home would result in approximately \$1.61 cents bimonthly increase, and the increase to storm water services on an average residential home would result in approximately \$0.20 cents bimonthly increase. The State mandated water testing fee being charged in addition to the basic charge is \$0.53 cents per month or \$1.06 bimonthly. The total of all increases on an average residential home (using 7,500 gallons of water per month) would result in approximately \$3.98 bimonthly (or \$1.99 monthly) total increase over the 2018 utility rates.

Staff is also recommending an updated Utility Rate Study to be completed at a minimum of every 10 years. This is especially important in a growing City with rapidly changing capital needs. Utility Rate Studies can be costly and are completed with the use of a utility engineering and /or financial advising consultant. Staff has included the cost of a Utility Rate Study in the 2019 Enterprise Fund budgets which will be reviewed at the December 4th Budget Workshop.

Ihli opened the public hearing at 7:46 p.m.

Jim Kelley, when was the last rate increase? Herbert, annually with minimal increases.

Eiden moved, Gorecki seconded a motion to close the public hearing at 7:48 p.m. Motion carried 5-0.

Gorecki moved, Klick seconded a motion to Approve Ordinance No. 2018-09, An Ordinance Adopting the 2019 Master Fee Schedule for the City of Rogers and Summary Ordinance No. 2018-09. Motion carried 5-0.

Gorecki moved, Klick seconded a motion to Approve Ordinance No. 2018-10, An Ordinance Establishing Utility Rates for Sanitary Sewer, Water and Storm Water Within the City of Rogers and Summary Ordinance No. 2018-10. Motion carried 5-0.

6.2 Public Hearing to Consider Resolution No. 2018-100, A Resolution Approving a Business Subsidy Agreement with Graco Minnesota Inc. and an Economic Development Grant Agreement with Hennepin County

Administrator Stahmer, Council has previously authorized staff to apply to the Hennepin County Economic Development Infrastructure (EDIF) grant fund as part of the Graco expansion project. City staff worked closely with County and Graco representatives to refine the application, which resulted in

a request for \$1 million in EDIF funds for soil and utility work on the site.

On November 6, 2018, the Hennepin County Board of Commissioners approved an award of \$836,000 for the project, which amounted to the remaining balance of budgeted EDIF program funds. The award is structured as a pass through grant with the County providing the funds to the City for disbursement to Graco on a reimbursement basis as actual qualifying costs are incurred.

The grant award requires that a minimum of 54 new jobs be created during the two-year compliance period. This is the same two-year goal required by the State MIF program award.

Stahmer, if the jobs are not created then the City would be responsible for paying the County back but it would be very unlikely.

Per the Minnesota Business Subsidies act, a public hearing is required in order for the City to provide these pass-through dollars to Graco Minnesota for the project. The attached resolution would approve the Business Subsidy Agreement with Graco and the Grant Contract between the City and Hennepin County.

Ihli opened the public hearing at 7:51 p.m. No persons addressed the Council.

Ihli moved, Jakel seconded a motion to close the public hearing at 7:52 p.m. Motion carried 5-0.

Ihli moved, Jakel seconded a motion to Approve Resolution No. 2018-100, A Resolution Approving a Business Subsidy Agreement with Graco Minnesota Inc. and an Economic Development Grant Agreement with Hennepin County. Motion carried 5-0.

7. General Business

7.1 Memo of Understanding for Federal Equitable Sharing Guidelines

Police Chief Beahen's Presentation:

1. Change in Federal Law
 - a. In July of 2018 the United Department of Justice enacted a law reinforcing that joint task forces MUST have a written sharing agreement in place before they distribute Federal forfeitures funds.
 - b. There are two options to be compliant – each agency can opt to handle the reporting processes themselves-or the task force can develop a MOU outlining which agency will act as the financial agent, and how the funds will be distributed.
 - c. Our task force is currently not compliant with this law change.
2. Doing This Ourselves Would Be Cumbersome
 - a. 10 minimum financial guidelines
 - b. Maintain equitable sharing funds with the same entity that maintains the agency's appropriated funds and administers procurement actions. Bank accounts, checkbooks, purchase cards, and other financial instruments or documents must be maintained in the same manner as appropriated funds.

- c. Establish separate Department of Justice and Department of the Treasury accounts or accounting codes to track both revenues and expenditures for each respective Program. No other funds may be commingled in these accounts or with these accounting codes.
- d. Department of Justice and Department of the Treasury equitable sharing funds are direct payments for specified use. Auditors should consult the Catalog of Federal Domestic Assistance (CFDA) number 16.922 for Department of Justice equitable sharing funds and CFDA number 21.016 for Department of the Treasury equitable sharing funds to determine applicable audit guidance. Expenditures of these funds must be included on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) as federal financial assistance.
- e. If state law permits, a participating state or local law enforcement agency may request a share of the forfeited assets by submitting a TD F form to the federal agency processing the forfeiture. An agency may not file a TD F on behalf of another agency.
- f. When multiple assets are seized in a single investigation, one TD F may be filed with an attached listing of all the assets for which a share is being requested. Sharing requests may be submitted at any time following the seizure, but no later than 45 days after forfeiture. A waiver request must be included with any sharing requests submitted after 45 days following the forfeiture. The lead seizing agency determines whether such a waiver will be granted.
- g. The TD F must include both work hours contributed and a detailed narrative of the agency's contribution to the law enforcement effort resulting in federal forfeiture of the asset. The agency is responsible for ensuring the deciding authority is provided with enough information to adequately evaluate the qualitative and quantitative contributions. Without this information, the deciding authority may not award a share that fully captures the agency's law enforcement contributions resulting in federal forfeiture of the requested asset. Agencies must certify that the information provided on the TD F is a true and accurate statement of the agency's activities. Falsified information on the TD F could, among other things, result in the agency's suspension or expulsion from the Program.
- h. The Task Force Advisory Council met and discussed this issue at a special meeting. All agreed that appointing Anoka County as the financial agent for the Task Force is the most effective and efficient manner in handling the Federal Forfeitures from this point forward. A memorandum of understanding was provided by the United States Attorney General as a suggested fiduciary document. A unanimous vote of approval was made. The MOU was sent to all participating agencies for Council or Board approval. No cost to the City of Rogers. Benefit to the task force in that Federal funds can be used to supplant the budget, freeing up State forfeiture funds for local distribution.

Klick, is Anoka already doing this? Beahen, yes, they have always done this.

Jakel moved, Klick seconded a motion to approve authorizing the City's approval of the Memorandum of Understanding between the participating agencies in the Anoka/Hennepin Narcotics and Violent

Offender Task Force, authorizing Anoka County to act as the Fiduciary Agent responsible for all Federal Asset Distributions to all the member agencies. Motion carried 5-0.

7.2 Approval to Enter into a Contract with the State of Minnesota for NIBRS Integration

Beahen's presentation highlights:

1. What is UCR?
 - a. Collective effort on part of city, county, state, tribal and federal law enforcement agencies to present a nationwide view of crime.
 - b. Collected in Summary and NIBRS format
 - c. Provides common language for criminal state statutes
 - d. Allows for the publication of the Minnesota State Crime Book, and the FBI's Crime in the U.S.
2. What is NIBRS?
 - a. National Incident Based Reporting System
 - b. Collects data on each offense for
 - i. Crimes Against Persons
 - ii. Crimes Against Property
 - iii. Crimes Against Society
 - c. Data is collected in Segments for
 - i. 23 Group A offense categories contain 49 specific crimes
 - ii. 10 Group B offense categories.
3. NIBRS vs. Summary

NIBRS	Summary
One electronic specification	12 separate reports
Data produced as a CAD/RMS byproduct	Data manually tracked and collected or a CAD/RMS byproduct
10 offenses per incident	Aggregated offense data/Hierarchy Rule
49 Group A offense classifications	10 Part I offense classifications
UCR offense codes	MOCs

Gorecki moved, Eiden seconded a motion to approve authorizing the payment of \$8,000 to LETG for the creation of an adapter between our current Records Management system to become National Incident Based Reporting compliant, and subsequent to that, entering into a SWIFT agreement with the State of MN to be paid \$8,000 for the completion of the adapter before June 30, 2019. Motion carried 5-0.

7.3 Approve Plans and Specifications, and Authorize Advertisement for Bids for Pedestrian Improvements to the East side of TH 101 at the Interchange of I-9

City Engineer Weiss's presentation highlights:

In June 2017, staff submitted a request to Metro District through the Fiscal year 2019 Municipal Agreement Program for funding pedestrian improvements along the east side of TH 101 and I-94 northbound exist ramp. This is currently the only pedestrian crossing that serves to connect the City of Rogers across I-94. The request was successful, and the City was approved for funding these pedestrian improvements. The project was funded for \$111,500, which includes \$103,300 for State-funding eligible construction and \$8,200 (8% of the eligible construction amount) for Construction Engineering.

During final design, MnDOT required additional American Disabilities Act (ADA) improvements be completed as part of the project which included the replacement of the existing pedestrian ramps and additional lighting at the intersection. MnDOT also required the placement of the new pedestrian crossing sign to be placed in the median instead of on the mast arm as previously discussed. This additional work increased the construction cost to be in excess of what was approved as part of the cooperative agreement; however, through negotiations, MnDOT agreed to fund the additional work that was added to the project.

Project improvements include the following:

Intersection Improvements at the north ramp:

- Push button activated pedestrian flasher that notifies drivers that a pedestrian is in the intersection and prohibits the right turn on red (RTOR) using blank out signs
- ADA improvements including: new pedestrian ramps, new push button locations, wider crosswalk markings, new light on the south side of the intersection.

Replace existing substandard bridge metal railing with a fencing or railing that meets current safety and design requirements: Although more expensive than standard black vinyl coated chain link fencing, the preferred aesthetics for the bridge lends itself to the use of an ornamental metal railing. Ornamental metal railing is the typical type of pedestrian barrier used on new bridges. The Transportation Task Force discussed including a bid alternate for Ornamental Metal Railing to determine if bid prices are favorable enough to award the bid alternate. The replacement railing will be bid with the following:

- Bid alternate 1 - black vinyl-coated chain link steel fencing on bridge that meets current FHWA standard and MnDOT standards. It will be the standard 8'-0" tall to prevent pedestrians/bicyclist from falling/jumping off the bridge and prevent/limit the throwing of debris onto the I-94 below.
- Bid alternate 2 – black ornamental metal railing which is similar to MnDOT's standard bridge railing and meets current FHWA and MnDOT requirements. It will consist of narrow vertical pickets spaced at 4" on center. It will be the standard 8'-0" tall to prevent pedestrians/bicyclist from falling/jumping off the bridge and prevent/limit the throwing of debris onto the I-94 below.

To be eligible for the cooperative agreement funds the council will need to choose either the vinyl fencing option (Base + Bid alternate 1) or the ornamental railing option (Base + Bid alternate 2) for approval.

MnDOT has agreed to fund the additional cost of the ADA improvements and the vinyl fencing option (Base + Bid alternate 1) estimated at \$158,037. If the council chooses to select the ornamental railing, the cost difference between Bid alternate 1 and Bid alternate 2 would be City expense estimated at \$25,755.

This project is being expedited due to steel delays that are causing delivery dates to be pushed back 20 to 30 weeks. With the potential for council to choose ornamental railing at the time of project award, preorders would only save 4 weeks and the City would take on the risk if further steel delays affected the selected contractor's schedule.

The project will utilize a City provided shuttle during the one-week closure to avoid the expense of a barrier protected pedestrian bypass across the bridge. This bypass along with the construction delays due to access during construction would exceed \$15,000. There are currently less than 20 pedestrian crossings per day of the bridge.

Looking for council direction so that steel can be pre-ordered for ornamental railing.

Jakel moved, Klick seconded a motion to approve Plans and Specifications and authorizing advertisement for bids for the TH 101 & I-94 ADA and Bridge Rail Improvements Project. Motion carried 5-0.

7.4 Authorization to Construct Additional Parking Space for the Rogers Police Department

Seifert, City staff is requesting authorization to expend reserve funds in 2018 to begin creating additional parking space at the Rogers Police Department. This project is included in the current 2019 City budget/levy pending final Council approval in December.

The Public Works Department is requesting authorization to purchase and install the drainage, grading, sub base and class five material with in-house labor. With the authorization from Council to begin the project, City staff can proceed with creating temporary additional parking for the winter season. The remaining pavement and concrete curb construction would take place in the spring of 2019 when weather conditions allow.

Ihli, how many stalls? Seifert, about 14 (as many as they can fit).

Eiden moved, Jakel seconded a motion to approve the construction of additional parking space for the Rogers Police Department. Motion carried 5-0.

8. Other Business

8.01 Setting a Budget Workshop

Ihli moved, Gorecki second motion to set a Budget Workshop for Tuesday, November 27, 2018 at 6:00 p.m. at the Community Room. Motion carried 5-0.

9. Correspondence and Reports

None.

10. Adjourn

Mayor Ihli adjourned the meeting at 8:20 p.m.

Respectfully submitted,

Paul Byun
Deputy Clerk/Communications Coordinator



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: November 27, 2018

Agenda Item: No. 5.2

Subject: Approval of Bills and Claims

Prepared By: Lisa L. Herbert, Finance Director

Recommended City Council Action

Motion to approve bills and claims as presented.

Staff Recommendation

Motion to approve bills and claims as presented.

ATTACHMENTS:

Description

AP Cover Sheet

11-14-18 Manual Ck #73313 Crystal Hoyt

11-20-18 Manual Checks #73314-73315

11-20-18 Manual Ck #23649 Brian Mack (Bad Mojo)

11-27-18 City Accounts Payable

11-27-18 Liquor Accounts Payable

11-27-2018 CITY COUNCIL MEETING
CITY OF ROGERS OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAID

City Payroll Checks, Taxes & Misc Fees Paid

11/8/2018 ADP Child Support/Garnishment	699.51
11/8/2018 ADP Direct Deposits	123,922.34
11/8/2018 ADP Payroll Taxes	41,657.81
11/16/2018 Electronic PERA	31,471.43
11/19/2018 MN Deferred Compensation	2,365.00
11/8/2018 Optum Health Plan Fund	4,307.18
11/20/2018 Optum Health Plan Fund	4,357.18
11/19/2018 State of MN Health Care	967.86
11/16/2018 ADP Fees	523.18
Payroll & Misc Fee Expenditures	<u>210,271.49</u>

City Manual Checks Paid

11/14/2018 Manual Check #73313 Hoyt, Crystal	1,575.00
11/20/2018 Manual Check #73114 Leitner-Bookey, Megan	205.13
11/20/2018 Manual Check #73115 Postmaster	894.25
Manual Check Expenditures	<u>2,674.38</u>

City Misc Ach/Wires Paid

11/16/2018 Payment Services Network Processing Fees	177.46
11/19/2018 MNDOR - City Sales Tax	1,936.00
11/16/2018 MNDOR - Water Sales Tax	2,616.00
ACH/Wire Expenditures	<u>4,729.46</u>

Accounts Payable Checks:

2018 City Accounts Payable paid 11-27-2018	231,460.42
City Total To Be Approved	<u><u>449,135.75</u></u>

Liquor Misc Ach/Wires Paid

11/14/2018 MNDOR - Liquor Sales Tax	29,511.00
	<u>29,511.00</u>

Liquor Manual Checks Paid

Manual Check #23649 Brian Mack (Bad Mojo)	400.00
Manual Check Expenditures	<u>400.00</u>

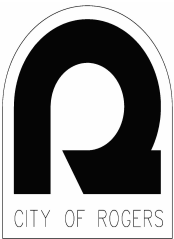
Accounts Payable Checks:

2018 Liquor Accounts Payable paid 11-27-2018	143,321.60
Liquor Total to Be Approved	<u><u>173,232.60</u></u>

Accounts Payable

Computer Check Proof List by Vendor

User: bbruska
Printed: 11/13/2018 - 4:17PM
Batch: 00005.11.2018



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: hoycr	Crystal Hoyt			Check Sequence: 1	ACH Enabled: False
13441 Fawn Trl	Refund Utility Bill Overpayment - 13441 Fawn Trl	1,575.00	11/14/2018	601-000-0000-11750-0000	
	Check Total:	1,575.00			
	Total for Check Run:	1,575.00			
	Total of Number of Checks:	1			

Accounts Payable

Computer Check Proof List by Vendor

User: bbruska
Printed: 11/20/2018 - 7:45AM
Batch: 00006.11.2018

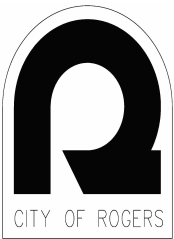


Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: leimeg	Megan Leitner-Bookey			Check Sequence: 1	ACH Enabled: False
11-23-18 PR	Manual Payroll Check - Pay Date 11/23/18	205.13	11/20/2018	100-000-0000-21713-0000	
	Check Total:	205.13			
Vendor: postm	Postmaster			Check Sequence: 2	ACH Enabled: False
NOV 2018	Utility Bills - November 2018	298.09	11/20/2018	601-494-9440-43220-0000	
NOV 2018	Utility Bills - November 2018	298.08	11/20/2018	602-495-9490-43220-0000	
NOV 2018	Utility Bills - November 2018	298.08	11/20/2018	603-496-9495-43220-0000	
	Check Total:	894.25			
	Total for Check Run:	1,099.38			
	Total of Number of Checks:	2			

Accounts Payable

Computer Check Proof List by Vendor

User: bbruska
Printed: 11/20/2018 - 7:50AM
Batch: 00007.11.2018



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: macbr	Brian Mack			Check Sequence: 1	ACH Enabled: False
	Booked Friday 11/16/2018	400.00	11/20/2018	609-497-9770-43430-0000	
	Check Total:	400.00			
	Total for Check Run:	400.00			
	Total of Number of Checks:	1			

Accounts Payable

Computer Check Proof List by Vendor

User: bbruska
Printed: 11/21/2018 - 8:19AM
Batch: 00009.11.2018



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: a&bwe 37318	A & B Welding & Construction, Inc. 45 Ton Crane Rental	587.50	11/27/2018	Check Sequence: 1 602-495-9490-44100-0000	ACH Enabled: False
	Check Total:	587.50			
Vendor: aflac 116180	AFLAC EE Paid Insurance Premiums - November 2018	1,570.56	11/27/2018	Check Sequence: 2 100-000-0000-21751-0000	ACH Enabled: False
	Check Total:	1,570.56			
Vendor: aleai 38229	Alex Air Apparatus, Inc. Replaced Couplings on SCBA Fill Station	131.00	11/27/2018	Check Sequence: 3 100-420-2210-44040-0000	ACH Enabled: False
	Check Total:	131.00			
Vendor: alljo 38229	Johannes Allert Veterans Day Presentation	150.00	11/27/2018	Check Sequence: 4 100-450-5120-43445-0000	ACH Enabled: False
	Check Total:	150.00			
Vendor: ambma November	Margaret A Ambrose Early Voting - 6 Hrs (Oct)	72.00	11/27/2018	Check Sequence: 5 100-410-1410-41030-0000	ACH Enabled: False
	Check Total:	72.00			
Vendor: ameen 904080	American Engineering Testing, Inc. Lions Park Soil Screening & Research	4,698.00	11/27/2018	Check Sequence: 6 404-450-5200-43100-1809	ACH Enabled: False
	Check Total:	4,698.00			
Vendor: amepu 126008	American Public Works Assoc. Membership Renewal 2/1/2019 - 1/31/2020	252.50	11/27/2018	Check Sequence: 7 100-000-0000-15500-0000	ACH Enabled: False
	Check Total:	252.50			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: ancso	Anchor Solar Investments, LLC			Check Sequence: 8	ACH Enabled: False
11302018	Solar Lease - PW Nov. (70)	109.69	11/27/2018	100-430-3000-43810-0000	
11302018	Solar Lease - CH Nov. (30)	47.01	11/27/2018	100-410-1940-43810-0000	
Activity Ctr 20	Electric - NCP	325.88	11/27/2018	100-450-5200-43810-0000	
Activity Ctr 20	Electric - NCP	325.88	11/27/2018	100-450-5200-43810-0000	
Activity Ctr 20	Electric - RAC	156.70	11/27/2018	205-450-5205-43810-0000	
Activity Ctr 20	Electric - RAC	156.70	11/27/2018	205-450-5205-43810-0000	
Police Dept 20	Power Purchase Payment - Due 1/1/2019	156.70	11/27/2018	100-420-2100-43810-0000	
	Check Total:	1,278.56			
Vendor: borst	Border States Industries, Inc.			Check Sequence: 9	ACH Enabled: False
916488352	Electrical Supplies	298.21	11/27/2018	100-430-3121-42100-0000	
916488352	Electrical Supplies	79.16	11/27/2018	100-430-3000-42102-0000	
916489112	Outlet Cover	2.93	11/27/2018	100-430-3000-42102-0000	
916503433	Outlet Cover	-2.62	11/27/2018	100-430-3000-42102-0000	
	Check Total:	377.68			
Vendor: boytr	Boyer Ford Trucks, Inc.			Check Sequence: 10	ACH Enabled: False
55834R	Parts	152.56	11/27/2018	100-430-3122-42103-0000	
55906R	Parts	114.90	11/27/2018	100-430-3121-42103-0000	
	Check Total:	267.46			
Vendor: bromic	Broadcast Microwave Services/Data 911 Products			Check Sequence: 11	ACH Enabled: False
SI-109234	Drives For Computers in Squads	1,211.00	11/27/2018	100-420-2100-42010-0000	
	Check Total:	1,211.00			
Vendor: burto	Burda's Towing LLC			Check Sequence: 12	ACH Enabled: False
18-30552	Vehicle Tow on 11/10/18 1995 Mitsubishi - 1801	150.00	11/27/2018	100-420-2100-43100-0000	
	Check Total:	150.00			
Vendor: CDWGO	CDW Government			Check Sequence: 13	ACH Enabled: False
PRQ8475	Server Replacement	4,935.08	11/27/2018	400-410-1330-43190-0000	
PRQ8475	Server Replacement	-4,935.08	11/27/2018	400-000-0000-10100-4005	
PRQ8475	Server Replacement	4,935.08	11/27/2018	400-000-0000-10100-0000	
PSB7039	Server Replacement	2,571.73	11/27/2018	400-000-0000-10100-0000	
PSB7039	Server Replacement	-2,571.73	11/27/2018	400-000-0000-10100-4005	
PSB7039	Server Replacement	2,571.73	11/27/2018	400-410-1330-43190-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	7,506.81			
Vendor: cinco	Cintas Corporation			Check Sequence: 14	ACH Enabled: False
4011941448	Uniforms - PK	13.53	11/27/2018	100-450-5200-42180-0000	
4011941448	Uniforms - PW	31.35	11/27/2018	100-430-3000-42180-0000	
4011941448	Uniforms - WTR	5.02	11/27/2018	602-495-9490-42180-0000	
4011941448	Uniforms - SWR	5.02	11/27/2018	601-494-9440-42180-0000	
4012303312	Rug Service for the Police Department	26.64	11/27/2018	100-420-2100-44060-0000	
4012303446	Uniforms - PW	16.24	11/27/2018	100-430-3000-42180-0000	
4012303446	Uniforms - WTR	5.02	11/27/2018	601-494-9440-42180-0000	
4012303446	Uniforms - SWR	5.02	11/27/2018	602-495-9490-42180-0000	
4012303446	Uniforms - PK	13.53	11/27/2018	100-450-5200-42180-0000	
	Check Total:	121.37			
Vendor: citli	Citi Lites, Inc.			Check Sequence: 15	ACH Enabled: False
059652	Locates	152.50	11/27/2018	601-494-9440-43150-0000	
059652	Locates	152.50	11/27/2018	602-495-9490-43150-0000	
	Check Total:	305.00			
Vendor: comas	Commercial Asphalt Co			Check Sequence: 16	ACH Enabled: False
181115	Patching Mix	269.28	11/27/2018	100-430-3121-42240-0000	
	Check Total:	269.28			
Vendor: commi	Compass Minerals America			Check Sequence: 17	ACH Enabled: False
333865	Treated Salt	17,854.05	11/27/2018	100-430-3125-42240-0000	
334732	Treated Salt	4,456.26	11/27/2018	100-430-3125-42240-0000	
335674	Treated Salt	6,668.96	11/27/2018	100-430-3125-42240-0000	
	Check Total:	28,979.27			
Vendor: mnpip	Core & Main LP			Check Sequence: 18	ACH Enabled: False
J753805	Hydrant Ext's	2,833.65	11/27/2018	601-494-9440-42104-0000	
	Check Total:	2,833.65			
Vendor: napau	Cottens' Inc.			Check Sequence: 19	ACH Enabled: False
066660	Oil Filter	9.88	11/27/2018	100-450-5200-42103-0000	
066764	Oil Filter	5.11	11/27/2018	100-450-5200-42103-0000	
067034	Oil Filter	4.18	11/27/2018	100-420-2100-42103-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	19.17			
Vendor: cusco	Customer Contact Services			Check Sequence: 20	ACH Enabled: False
4388-073118	Answering Paging Service	56.53	11/27/2018	602-495-9490-43100-0000	
4388-073118	Answering Paging Service	56.52	11/27/2018	601-494-9440-43100-0000	
4388-083118	Answering Paging Service	56.53	11/27/2018	602-495-9490-43100-0000	
4388-083118	Answering Paging Service	56.52	11/27/2018	601-494-9440-43100-0000	
4388-093018	Answering Paging Service	63.03	11/27/2018	602-495-9490-43100-0000	
4388-093018	Answering Paging Service	63.02	11/27/2018	601-494-9440-43100-0000	
4388-103118	Answering Paging Service	59.03	11/27/2018	601-494-9440-43100-0000	
4388-103118	Answering Paging Service	59.02	11/27/2018	602-495-9490-43100-0000	
	Check Total:	470.20			
Vendor: decsa	Decimet Sales, Inc.			Check Sequence: 21	ACH Enabled: False
190204	Stainless Bar Rail	64.57	11/27/2018	609-497-9770-42102-0000	
	Check Total:	64.57			
Vendor: dehtr	Dehn Tree Company, Inc.			Check Sequence: 22	ACH Enabled: False
1756	Trim Trees To Clear ROW - Vevea Ln	4,000.00	11/27/2018	100-430-3122-43100-0000	
	Check Total:	4,000.00			
Vendor: dehla	Dehn's Landscaping			Check Sequence: 23	ACH Enabled: False
11062018	Ditch Restoration Along MN Equipment	310.00	11/27/2018	603-496-9495-44055-0000	
	Check Total:	310.00			
Vendor: derpi	Dering Pierson Group			Check Sequence: 24	ACH Enabled: False
952	SD Precon & Estimating - Draw #1	2,500.00	11/27/2018	404-450-5200-43100-1809	
	Check Total:	2,500.00			
Vendor: ecmpu	ECM Publishers, Inc.			Check Sequence: 25	ACH Enabled: False
645406	Ordinance No. 2018-08 (2)	60.32	11/27/2018	100-410-1325-43520-0000	
645407	Fee Schedule - PH (2)	45.24	11/27/2018	100-410-1325-43520-0000	
646923	Top Notch Equipment & Breiwick (1)	30.16	11/27/2018	100-410-1910-43520-0000	
	Check Total:	135.72			
Vendor: ecoco	Ecolift Concrete Raising, Inc.			Check Sequence: 26	ACH Enabled: False
1686	Curb & Sidewalk Repairs	550.00	11/27/2018	100-430-3124-44050-0000	
1686	Curb & Sidewalk Repairs	550.00	11/27/2018	100-430-3121-44050-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,100.00			
Vendor: ehlas	Ehlers & Associates Inc			Check Sequence: 27	ACH Enabled: False
78648	Pro Forma For Potential New TIF Hsg Dwntrwn	240.00	11/27/2018	461-463-6300-43140-8150	
78648	TIF #12 Income Verification Forms	480.00	11/27/2018	461-463-6300-43140-0000	
78649	Oct Graco TIF #16	240.00	11/27/2018	462-465-6500-43140-8150	
	Check Total:	960.00			
Vendor: facmo	Elliot Auto Supply Co, Inc.			Check Sequence: 28	ACH Enabled: False
128-052672	Brakes	357.78	11/27/2018	100-420-2210-42103-0000	
128-052977	Wiper Blades	27.94	11/27/2018	100-430-3125-42103-0000	
1-5769468	Oil & Air Filters	48.64	11/27/2018	100-430-3125-42103-0000	
	Check Total:	434.36			
Vendor: endse	Ende Septic Service			Check Sequence: 29	ACH Enabled: False
21904	Sewer Pumping - Oct	1,600.00	11/27/2018	602-495-9490-43100-0000	
	Check Total:	1,600.00			
Vendor: expse	Express Services, Inc.			Check Sequence: 30	ACH Enabled: False
21399101	Front Desk Temp - Peri Houser	154.05	11/27/2018	100-410-1950-43100-0000	
21399101	Front Desk Temp - Peri Houser	154.05	11/27/2018	602-495-9490-43100-0000	
21399101	Front Desk Temp - Peri Houser	154.05	11/27/2018	100-430-3000-43100-0000	
21399101	Front Desk Temp - Peri Houser	154.05	11/27/2018	603-496-9495-43100-0000	
21399101	Front Desk Temp - Peri Houser	154.05	11/27/2018	601-494-9440-43100-0000	
21438178	Front Desk Temp - Peri Houser	158.00	11/27/2018	602-495-9490-43100-0000	
21438178	Front Desk Temp - Peri Houser	158.00	11/27/2018	100-410-1950-43100-0000	
21438178	Front Desk Temp - Peri Houser	158.00	11/27/2018	100-430-3000-43100-0000	
21438178	Front Desk Temp - Peri Houser	158.00	11/27/2018	603-496-9495-43100-0000	
21438178	Front Desk Temp - Peri Houser	158.00	11/27/2018	601-494-9440-43100-0000	
	Check Total:	1,560.25			
Vendor: facmot	Factory Motor Parts			Check Sequence: 31	ACH Enabled: False
128-053122	Oil Filter	3.01	11/27/2018	100-420-2100-42103-0000	
1-5771329	Oil Filter & Gas Lift Support	105.00	11/27/2018	100-420-2100-42103-0000	
	Check Total:	108.01			
Vendor: cryca	Finken Water & Crystal Canyon, Inc			Check Sequence: 32	ACH Enabled: False
373540	Water	17.69	11/27/2018	100-430-3000-43820-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	17.69			
Vendor: finwa 1115067	Finken Water Centers Water Softener Rental - October	18.00	11/27/2018	Check Sequence: 33 100-410-1325-42100-0000	ACH Enabled: False
	Check Total:	18.00			
Vendor: ficatt MN-7116	FireCatt, LLC Annual Fire Hose Testing	3,088.50	11/27/2018	Check Sequence: 34 100-420-2210-44080-0000	ACH Enabled: False
	Check Total:	3,088.50			
Vendor: foram IN001-1291218	Force America Distributing Inc Bolts	586.31	11/27/2018	Check Sequence: 35 100-430-3121-42103-0000	ACH Enabled: False
	Check Total:	586.31			
Vendor: marso 1711	Marc Frederickson Softner Salt	264.10	11/27/2018	Check Sequence: 36 205-450-5205-43820-0000	ACH Enabled: False
	Check Total:	264.10			
Vendor: grelaco 3597205558	Great Lakes Coca Cola Beverage Inventory	445.65	11/27/2018	Check Sequence: 37 205-450-5205-42540-0000	ACH Enabled: False
	Check Total:	445.65			
Vendor: guape 1947184 1947184 1947184 1949118 1949119	Guardian Pest Solutions, Inc. Pest Control - Fire Dept Pest Control - 21201 Memorial Dr - FD Pest Control - 21201 Memorial Dr - CR Pest Control - Hassan Town Hall Pest Control - 21400 JMD - Muni Store	34.00 14.96 19.04 33.60 37.80	11/27/2018 11/27/2018 11/27/2018 11/27/2018 11/27/2018	Check Sequence: 38 100-420-2210-44010-0000 100-420-2210-43100-0000 100-410-1941-43100-0000 100-410-1940-43140-0000 609-497-9770-43140-0000	ACH Enabled: False
	Check Total:	139.40			
Vendor: hassa 123155 123155 123200 123361 123362 123381 123531	Hassan Sand & Gravel, Inc. Clean Rubble Disposal Fill Sand Clean Rubble Disposal Fill Sand Fill Sand Fill Sand Clean Rubble Disposal	30.00 512.70 20.00 365.40 2,107.20 700.50 40.00	11/27/2018 11/27/2018 11/27/2018 11/27/2018 11/27/2018 11/27/2018 11/27/2018	Check Sequence: 39 100-430-3121-42100-0000 404-450-5200-45300-1809 100-430-3121-42100-0000 404-450-5200-45300-1809 404-450-5200-45300-1809 404-450-5200-45300-1809 100-430-3121-42100-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
123751	Fill Sand	745.80	11/27/2018	404-450-5200-45300-1809	
	Check Total:	4,521.60			
Vendor: heapar	Health Partners			Check Sequence: 40	ACH Enabled: False
85482879	December EE Paid Health Insurance	340.89	11/27/2018	100-450-5120-41310-0000	
85482879	December EE Paid Health Insurance	2,652.35	11/27/2018	602-495-9490-41310-0000	
85482879	December EE Paid Health Insurance	192.61	11/27/2018	100-410-1940-41310-0000	
85482879	December EE Paid Health Insurance	1,868.42	11/27/2018	205-450-5205-41310-0000	
85482879	December EE Paid Health Insurance	1,212.64	11/27/2018	609-497-9760-41310-0000	
85482879	December EE Paid Health Insurance	283.25	11/27/2018	100-450-5186-41310-0000	
85482879	December EE Paid Health Insurance	283.25	11/27/2018	100-410-1941-41310-0000	
85482879	December EE Paid Health Insurance	515.19	11/27/2018	609-497-9770-41310-0000	
85482879	December EE Paid Health Insurance	1,859.41	11/27/2018	100-410-1950-41310-0000	
85482879	December EE Paid Health Insurance	1,996.37	11/27/2018	603-496-9495-41310-0000	
85482879	December EE Paid Health Insurance	4,263.99	11/27/2018	100-430-3000-41310-0000	
85482879	December EE Paid Health Insurance	1,048.03	11/27/2018	100-410-1910-41310-0000	
85482879	December EE Paid Health Insurance	3,094.70	11/27/2018	100-450-5200-41310-0000	
85482879	December EE Paid Health Insurance	6,573.50	11/27/2018	100-000-0000-21706-0000	
85482879	December EE Paid Health Insurance	1,189.65	11/27/2018	100-420-2210-41310-0000	
85482879	December EE Paid Health Insurance	17,381.62	11/27/2018	100-420-2100-41310-0000	
85482879	December EE Paid Health Insurance	1,735.44	11/27/2018	100-410-1330-41310-0000	
85482879	December EE Paid Health Insurance	198.28	11/27/2018	100-430-3245-41310-0000	
85482879	December EE Paid Health Insurance	1,344.89	11/27/2018	100-410-1520-41310-0000	
85482879	December EE Paid Health Insurance	3,239.35	11/27/2018	100-410-1325-41310-0000	
85482879	December EE Paid Health Insurance	2,663.67	11/27/2018	601-494-9440-41310-0000	
	Check Total:	53,937.50			
Vendor: hecointe	Henn. Co. Info. Tech. Dept.			Check Sequence: 41	ACH Enabled: False
1000118555	Radio Lease - October	3,122.16	11/27/2018	100-420-2210-43250-0000	
1000118556	Radio Lease & MDC Connection Fees - October	2,677.22	11/27/2018	100-420-2100-44120-0000	
1000118596	Radio Fleet Fee	384.94	11/27/2018	100-430-3000-43250-0000	
	Check Total:	6,184.32			
Vendor: heconst	Hennen Construction Company			Check Sequence: 42	ACH Enabled: False
2017-3	Connect to Existing Watermain - Fletcher Hills 2	16,660.00	11/27/2018	405-430-3121-45300-0000	
	Check Total:	16,660.00			
Vendor: iacp	IACP			Check Sequence: 43	ACH Enabled: False
0041147	2019 Active Dues	190.00	11/27/2018	100-000-0000-15500-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	190.00			
Vendor: innof	Innovative Office Solutions LLC			Check Sequence: 44	ACH Enabled: False
IN2283216	Building Maintenance	64.45	11/27/2018	100-430-3000-42102-0000	
IN2283275	Building Maintenance	63.06	11/27/2018	100-430-3000-42102-0000	
IN2283275	Office Supplies	14.49	11/27/2018	100-430-3000-42000-0000	
	Check Total:	142.00			
Vendor: konin	KONE Inc			Check Sequence: 45	ACH Enabled: False
959083655	Maintenance Agreement PW - November	121.78	11/27/2018	100-410-1940-44010-0000	
959083655	Maintenance Agreement RAC - November	121.78	11/27/2018	205-450-5205-44010-0000	
959083656	Maintenance Agreement Police - November	127.23	11/27/2018	100-420-2100-44010-0000	
	Check Total:	370.79			
Vendor: crori	Wayne A Lahn			Check Sequence: 46	ACH Enabled: False
190757	Stainless Steel Pipe & Angle	1,815.49	11/27/2018	602-495-9490-42104-0000	
	Check Total:	1,815.49			
Vendor: leamin	League of MN Cities			Check Sequence: 47	ACH Enabled: False
283530	Adobe Acrobat License for Paul	310.00	11/27/2018	100-410-1325-43190-0000	
283530	Adobe Acrobat License for Jana	52.00	11/27/2018	100-420-2100-43190-0000	
	Check Total:	362.00			
Vendor: litfa	Little Falls Machine, Inc.			Check Sequence: 48	ACH Enabled: False
352852	Parts	1,624.56	11/27/2018	100-430-3125-42103-0000	
	Check Total:	1,624.56			
Vendor: lmcitwc	LMCIT- Work. Comp. Program			Check Sequence: 49	ACH Enabled: False
13209	Work Comp Deductible Claim #00061036	1,000.00	11/27/2018	100-450-5200-41510-0000	
	Check Total:	1,000.00			
Vendor: lyn&mc	Lynde & McLeod, Inc			Check Sequence: 50	ACH Enabled: False
I018061	Leaf Disposal	52.50	11/27/2018	100-430-3260-43100-0000	
I018070	Yard Waste Disposal - Leaves/Grass/Brush - Oct	3,425.52	11/27/2018	100-430-3260-43100-0000	
	Check Total:	3,478.02			
Vendor: madga	Madden, Galanter, Hansen, LLP			Check Sequence: 51	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
October	Legal Fees - Arbitration	85.00	11/27/2018	100-410-1325-43040-0000	
October	Legal Fees - Labor Relations Services	256.00	11/27/2018	100-410-1325-43040-0000	
	Check Total:	341.00			
Vendor: mattri	Matheson Tri-Gas Inc			Check Sequence: 52	ACH Enabled: False
18620939	Medical Oxygen	138.76	11/27/2018	100-420-2100-42170-0000	
	Check Total:	138.76			
Vendor: desstu	Robyn L. Mathews-Lingen			Check Sequence: 53	ACH Enabled: False
6195	Fall Newsletter - Recycling	343.17	11/27/2018	100-430-3245-43500-0000	
6195	Fall Newsletter - Wines & Spirits	114.39	11/27/2018	609-497-9760-43500-0000	
6195	Fall Newsletter - Utilities	38.13	11/27/2018	602-495-9490-43500-0000	
6195	Fall Newsletter - Utilities	38.13	11/27/2018	601-494-9440-43500-0000	
6195	Fall Newsletter - Admin	38.13	11/27/2018	100-410-1325-43500-0000	
6195	Fall Newsletter - Utilities	38.13	11/27/2018	603-496-9495-43500-0000	
6195	Fall Newsletter - Police	228.78	11/27/2018	100-420-2100-43500-0000	
6195	Fall Newsletter - Fire Dept	724.47	11/27/2018	100-420-2210-43500-0000	
6195	Fall Newsletter - Park & Rec	915.12	11/27/2018	100-450-5120-43500-0000	
6195	Fall Newsletter - Community Rm	228.78	11/27/2018	100-410-1941-43500-0000	
6195	Fall Newsletter - Road Projects	343.17	11/27/2018	100-430-3121-43500-0000	
6195	Fall Newsletter - Elections	114.39	11/27/2018	100-410-1410-43500-0000	
6195	Fall Newsletter - Referendum	648.21	11/27/2018	100-410-1325-43500-0000	
	Check Total:	3,813.00			
Vendor: mccche	Cheryl McCallum			Check Sequence: 54	ACH Enabled: False
	Sept-Oct Mileage	14.41	11/27/2018	100-450-5120-44360-0000	
	Check Total:	14.41			
Vendor: menar	Menards, Inc.			Check Sequence: 55	ACH Enabled: False
32347	Winterizing Supplies	88.77	11/27/2018	100-450-5200-42102-0000	
32533	Bulbs	95.81	11/27/2018	100-430-3000-42102-0000	
32725	Metal Spray	38.99	11/27/2018	100-430-3121-42100-0000	
32944	Driveway/Trail Markers & Supplies	107.91	11/27/2018	100-450-5200-42100-0000	
33249	Toilet Repair & Christmas Lights	157.70	11/27/2018	100-450-5200-42102-0000	
	Check Total:	489.18			
Vendor: mfsch	MFSCB			Check Sequence: 56	ACH Enabled: False
6184	Instructor II Exam Fees (Mueller/Nykiel)	250.00	11/27/2018	100-420-2210-44360-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	250.00			
Vendor: midla 15701	Midwest Landscapes Oak Trees - Veteran Memorial	680.00	11/27/2018	Check Sequence: 57 100-450-5200-42110-0000	ACH Enabled: False
	Check Total:	680.00			
Vendor: mindehe 1270047 Rogers	Minn. Dept. of Health Comm Wtr Supply Service Connection Fee	4,952.00	11/27/2018	Check Sequence: 58 601-494-9440-44080-0000	ACH Enabled: False
	Check Total:	4,952.00			
Vendor: minva 947281 947318 947338 947815 949066	Minnesota Valley Testing Labs, Inc WWTP Testing WWTP Testing WWTP Testing WWTP Testing WWTP Testing	1,062.00 256.80 100.80 129.60 132.80	11/27/2018 11/27/2018 11/27/2018 11/27/2018 11/27/2018	Check Sequence: 59 602-495-9490-44080-0000 602-495-9490-44080-0000 602-495-9490-44080-0000 602-495-9490-44080-0000 602-495-9490-44080-0000	ACH Enabled: False
	Check Total:	1,682.00			
Vendor: schso P79039	MN Equipment Inc. Parts	535.91	11/27/2018	Check Sequence: 60 100-450-5200-42103-0000	ACH Enabled: False
	Check Total:	535.91			
Vendor: mrsig 202483	M-R Sign Co., Inc. Street Signs	132.90	11/27/2018	Check Sequence: 61 100-430-3121-42260-0000	ACH Enabled: False
	Check Total:	132.90			
Vendor: mscic	MSCIC 2019 MSCIC Winter LE Conference - B. Neuma	125.00	11/27/2018	Check Sequence: 62 100-000-0000-15500-0000	ACH Enabled: False
	Check Total:	125.00			
Vendor: natas 70911	National Association of School Resource Officer 2019 NASRO Membership - SRO Berglund	40.00	11/27/2018	Check Sequence: 63 100-000-0000-15500-0000	ACH Enabled: False
	Check Total:	40.00			
Vendor: nettra 0021384-IN	NetTranscripts Inc. Transcriptions (16012879)	43.78	11/27/2018	Check Sequence: 64 100-420-2100-43100-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	43.78			
Vendor: norsa 46857	Northern Safety Technology, Inc. Super LED Traffic Flasher w/35' Cable	450.66	11/27/2018	Check Sequence: 65 100-420-2100-42105-0000	ACH Enabled: False
	Check Total:	450.66			
Vendor: norch 2243	Northland Chemical Corp Hand Cleaner	201.28	11/27/2018	Check Sequence: 66 601-494-9440-42100-0000	ACH Enabled: False
	Check Total:	201.28			
Vendor: offde 223131104001	Office Depot USB and Batteries	202.29	11/27/2018	Check Sequence: 67 100-420-2100-42000-0000	ACH Enabled: False
223146028001	Batteries	48.04	11/27/2018	100-420-2100-42000-0000	
223146029001	Pens	28.49	11/27/2018	100-420-2100-42000-0000	
228540424001	Desk Pad (2), Pencil Cup	30.34	11/27/2018	100-410-1520-42000-0000	
228540424001	Calendar	17.09	11/27/2018	100-410-1910-42000-0000	
228540424001	Desk Pad (2), Rubber Bands, Batteries	45.23	11/27/2018	100-410-1325-42000-0000	
228540688001	Monthly Planner	20.69	11/27/2018	100-410-1520-42000-0000	
228540689001	Padded Mailer	10.39	11/27/2018	100-410-1325-42000-0000	
228540690001	Kraft Bub Mailer	22.99	11/27/2018	100-410-1325-42000-0000	
230040841001	Paper	7.76	11/27/2018	100-410-1325-42000-0000	
230040841001	Report Cover, 8 Tab Index	64.22	11/27/2018	100-410-1520-42000-0000	
	Check Total:	497.53			
Vendor: pomti 700035947	Pomp's Tire Service Inc. State Bid Contract Adj. on Tires	14.84	11/27/2018	Check Sequence: 68 100-420-2100-42103-0000	ACH Enabled: False
700036123	State Bid Contract Adj. on Tires	29.68	11/27/2018	100-420-2100-42103-0000	
	Check Total:	44.52			
Vendor: quaf 36152	Quality Flow Systems, Inc. ABS Lift Bracket w/Hardware	259.93	11/27/2018	Check Sequence: 69 602-495-9490-42104-0000	ACH Enabled: False
	Check Total:	259.93			
Vendor: quill 82299704	Quill Corporation Copy Paper (8)	263.92	11/27/2018	Check Sequence: 70 100-410-1325-42000-0000	ACH Enabled: False
	Check Total:	263.92			
Vendor: reiin	Reinders, Inc			Check Sequence: 71	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
3059569-00	Herbicide	25.70	11/27/2018	100-450-5200-42160-0000	
3059755-00	Ice Melt	811.62	11/27/2018	100-430-3125-42100-0000	
3059886-00	Markers, Ice Melt, Spreader, Etc.	421.35	11/27/2018	100-450-5200-42100-0000	
	Check Total:	1,258.67			
Vendor: reifo 516141	Reinhart Food Service, LLC Food For Resale	93.56	11/27/2018	Check Sequence: 72 205-450-5205-42550-0000	ACH Enabled: False
	Check Total:	93.56			
Vendor: roaan October 2018	Roadkill Animal Control Roadkill Pickup	93.00	11/27/2018	Check Sequence: 73 100-430-3121-43100-0000	ACH Enabled: False
	Check Total:	93.00			
Vendor: rogary	Rogers Area Youth Baseball Hennepin County Grant	4,000.00	11/27/2018	Check Sequence: 74 100-450-5120-43900-0000	ACH Enabled: False
	Check Total:	4,000.00			
Vendor: rogpr 54143	Rogers Printing Metro, Inc Business Cards - Weltzin	53.00	11/27/2018	Check Sequence: 75 100-450-5200-43500-0000	ACH Enabled: False
	Check Total:	53.00			
Vendor: rogtr 15879 15902	Rogers True Value Hardware Inc 1/4" Hex Adapter Set Electrical Tape, 1/16" Guyline, Stops	11.99 15.49	11/27/2018 11/27/2018	Check Sequence: 76 100-430-3121-42260-0000 602-495-9490-42100-0000	ACH Enabled: False
	Check Total:	27.48			
Vendor: monan 872	Patricia Salzwedel Animal Pickup - November (1@\$53)	53.00	11/27/2018	Check Sequence: 77 100-420-2700-43100-0000	ACH Enabled: False
	Check Total:	53.00			
Vendor: schst	Stacy A. Scharber Mileage Oct-Nov Mileage Oct-Nov - General Elections	8.06 27.79	11/27/2018 11/27/2018	Check Sequence: 78 100-410-1325-44360-0000 100-410-1410-44360-0000	ACH Enabled: False
	Check Total:	35.85			
Vendor: schlo	Lori Schoenborn Senior Exercise Classes	22.00	11/27/2018	Check Sequence: 79 100-450-5186-43100-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	22.00			
Vendor: secse W6242237	Securitas Security Srv USA, Inc Event Security	87.50	11/27/2018	Check Sequence: 80 100-410-1941-43100-0000	ACH Enabled: False
	Check Total:	87.50			
Vendor: seh 351798 359055 359055 359055 359056	Short Elliott Hendrickson Inc. Hassan Elem Trail on CSAH 144 Gen Engrg Tennis Crt Parking Lot Rail Support Biosolids Hassan Elem Trail on CSAH 144	1,093.65 4,359.23 144.82 163.85 104.95	11/27/2018 11/27/2018 11/27/2018 11/27/2018 11/27/2018	Check Sequence: 81 427-450-5300-43030-1507 404-450-5200-43030-1518 450-465-6500-43030-1409 408-430-3330-43840-1805 427-450-5300-43030-1507	ACH Enabled: False
	Check Total:	5,866.50			
Vendor: slser 11076449C	SL-Serco Consulting-Contract Negotiations (Sept-Oct)	2,833.00	11/27/2018	Check Sequence: 82 601-494-9440-43030-0000	ACH Enabled: False
	Check Total:	2,833.00			
Vendor: splju Nov Oct/Nov Sept	Judy Splett Mileage - HC Return General Items (50.2) Mileage - Absentee Voting and General (96) Mileage - Absentee Voting (33)	27.36 52.32 17.99	11/27/2018 11/27/2018 11/27/2018	Check Sequence: 83 100-410-1410-44360-0000 100-410-1410-44360-0000 100-410-1410-44360-0000	ACH Enabled: False
	Check Total:	97.67			
Vendor: carbu 78936 78936 78939 78940 78941	Tegrete Hassan Town Hall - Dec 2018 PW Janitorial Service - Dec 2018 Community Room Cleaning - Dec 2018 Fire Dept Cleaning - Dec 2018 Police Dept Cleaning - Dec 2018	79.00 310.00 200.00 266.33 1,347.00	11/27/2018 11/27/2018 11/27/2018 11/27/2018 11/27/2018	Check Sequence: 84 100-410-1940-44060-0000 100-430-3000-44060-0000 100-410-1941-44060-0000 100-420-2210-44060-0000 100-420-2100-44060-0000	ACH Enabled: False
	Check Total:	2,202.33			
Vendor: terSu 71875-00	Terminal Supply Co Connectors & Rings	213.49	11/27/2018	Check Sequence: 85 100-430-3000-42100-0000	ACH Enabled: False
	Check Total:	213.49			
Vendor: onene 18652	theipguys.net LLC Data and Voice Services - December 2018	1,193.13	11/27/2018	Check Sequence: 86 100-410-1330-43250-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,193.13			
Vendor: tolga 10270826	Toll Company Welding Supplies	181.34	11/27/2018	Check Sequence: 87 100-430-3000-42100-0000	ACH Enabled: False
	Check Total:	181.34			
Vendor: usabl 724180	USA Blue Book WIpes, Gloves, Buffers, Etc.	453.99	11/27/2018	Check Sequence: 88 602-495-9490-42100-0000	ACH Enabled: False
	Check Total:	453.99			
Vendor: verwi 9817726861 9817726862 9817726863 9817726864 9817726864 9817726864	Verizon Wireless Services, LLC PD - Cell Phone Usage Wireless Connection Hot Spot (internet) Check Out Mobile Broadband Mobile Broadband Mobile Broadband	525.43 490.14 35.01 35.01 35.02 35.02	11/27/2018 11/27/2018 11/27/2018 11/27/2018 11/27/2018 11/27/2018	Check Sequence: 89 100-420-2100-43250-0000 100-420-2210-43250-0000 100-410-1330-43250-0000 602-495-9490-43250-0000 603-496-9495-43250-0000 601-494-9440-43250-0000	ACH Enabled: False
	Check Total:	1,155.63			
Vendor: vonco 0000047113	Vonco II, LLC C & D Waste	138.70	11/27/2018	Check Sequence: 90 100-430-3000-43840-0000	ACH Enabled: False
	Check Total:	138.70			
Vendor: grain 9840552799 9914696787 9914696795 9914696803 9917508807 9937727106 9940705370 9940705370 9946691335 9956965983 9957626147	W.W. Grainger, Inc. 1/4 hp Motor Return 1/4 hp Motor Return V-Belt Return Building Repair Parts Brass Ball Valve Mixed Gas Can HVAC V-Belt HVAC V-Belt Wiring Harness Wiring for Sign Room TP Dispenser FD	111.96 -111.96 -130.00 -84.46 10.54 42.60 6.21 4.87 16.16 289.00 105.03	11/27/2018 11/27/2018 11/27/2018 11/27/2018 11/27/2018 11/27/2018 11/27/2018 11/27/2018 11/27/2018 11/27/2018 11/27/2018	Check Sequence: 91 100-430-3000-42102-0000 100-430-3000-42102-0000 100-450-5200-42103-0000 100-430-3000-42102-0000 100-420-2100-42102-0000 100-450-5200-42100-0000 100-410-1941-42102-0000 100-420-2210-42102-0000 100-430-3000-42102-0000 100-430-3000-42102-0000 100-420-2210-42102-0000	ACH Enabled: False
	Check Total:	259.95			
Vendor: watla	Water Laboratories, Inc.			Check Sequence: 92	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
7132	Water Testing - October	160.00	11/27/2018	601-494-9440-44080-0000	
	Check Total:	160.00			
Vendor: watco	Watson Company			Check Sequence: 93	ACH Enabled: False
893494	Concessions Stock	209.63	11/27/2018	205-450-5205-42550-0000	
893681	Concessions Stock	761.60	11/27/2018	205-450-5205-42550-0000	
893681	Napkins	72.36	11/27/2018	100-430-3000-42100-0000	
	Check Total:	1,043.59			
Vendor: thore	West Publishing Corporation			Check Sequence: 94	ACH Enabled: False
839221406	Online Investigation Services - OCT 2018	221.14	11/27/2018	100-420-2100-43100-0000	
	Check Total:	221.14			
Vendor: wglen	WGL Energy Systems			Check Sequence: 95	ACH Enabled: False
8475	October	235.99	11/27/2018	205-450-5205-43810-0000	
	Check Total:	235.99			
Vendor: xcele	Xcel Energy			Check Sequence: 96	ACH Enabled: False
51-0011856814-1	Traffic Signal - 11841 Brockton Ln/Meter #2092	61.57	11/27/2018	100-420-2600-43810-0000	
51-6488907-4	Meter #7769326 - Well #4 - 21101 Church St	1,509.33	11/27/2018	601-494-9440-43810-0000	
51-6488907-4	Meter #3853685 - Well #3 -- 21300 Memorial Dr	1,660.94	11/27/2018	601-494-9440-43810-0000	
51-6488907-4	Meter #10022965 - Well #6 - 21098 141st Ave	1,456.80	11/27/2018	601-494-9440-43810-0000	
51-6488907-4	Meter #11822896 - Ground Storage - 14530 Jam	2,021.02	11/27/2018	601-494-9440-43810-0000	
51-6488907-4	Meter #10023046 - Well #7 - 20650 Cty Rd 81	1,392.01	11/27/2018	601-494-9440-43810-0000	
51-6488907-4	Meter #3584175 - Well #8 - 14505 James Rd	795.07	11/27/2018	601-494-9440-43810-0000	
51-6488907-4	Meter #3793285 - Water Tower - Orchid Ave	73.65	11/27/2018	601-494-9440-43810-0000	
51-6488907-4	Meter #53178228 - Water Tower - GWD & 1310	164.84	11/27/2018	601-494-9440-43810-0000	
51-6488907-4	Meter #7727395 - Water Booster Station - Main	1,216.44	11/27/2018	601-494-9440-43810-0000	
51-6488907-4	Meter #15733812 - Well #5 - 20901 Cty Rd 81	1,237.18	11/27/2018	601-494-9440-43810-0000	
51-6488907-4	Meter #21533315 - Well #9 - 21905 Cty Rd 81	688.71	11/27/2018	601-494-9440-43810-0000	
51-6488908-5	Meter #53995206 - Lift Station - Wellstead Dr	46.23	11/27/2018	602-495-9490-43810-0000	
51-6488908-5	Meter #52997090 - Lift Station - Tilton Trl	35.38	11/27/2018	602-495-9490-43810-0000	
51-6488908-5	Meter #10023071 - Lift Station - Industrial Blvd	389.55	11/27/2018	602-495-9490-43810-0000	
51-6488908-5	Meter #7643529 - Lift Station - 137th Ave N	435.41	11/27/2018	602-495-9490-43810-0000	
51-6488908-5	Meter #10023003 - Waste Wtr Treatment Pit Lab	3,202.74	11/27/2018	602-495-9490-43810-0000	
51-6488908-5	Meter #9821795 - Waste Wtr Treatment Plt Roto	4,377.58	11/27/2018	602-495-9490-43810-0000	
51-6488908-5	Meter #7769365 - Lift Station - 129th Ave	151.02	11/27/2018	602-495-9490-43810-0000	
51-6488908-5	Meter #16403418 - Lift Station - 12398 Brockton	127.53	11/27/2018	602-495-9490-43810-0000	
51-6488908-5	Meter #8052516 - Lift Station - Brockton Ln	136.08	11/27/2018	602-495-9490-43810-0000	
51-6488908-5	Meter #8052564 - Lift Station - Monarch Ln	69.04	11/27/2018	602-495-9490-43810-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
51-6488908-5	Meter #16223380 - Lift Station - Hassan Elemen	29.73	11/27/2018	602-495-9490-43810-0000	
51-6488908-5	Meter #7769394 - Lift Station - Northdale Blvd	44.83	11/27/2018	602-495-9490-43810-0000	
51-6488909-6	Meter #7763999 - Triange Pk - 21400 Rouillard	275.54	11/27/2018	100-450-5200-43810-0000	
51-6488909-6	Triangle Pk/Veterans Memorial - 12720 Main St	56.55	11/27/2018	100-450-5200-43810-0000	
51-6488909-6	Meter #712071786 - N Comm Park - 13750 Bitt	1,121.63	11/27/2018	100-450-5200-43810-0000	
51-6488909-6	Meter #304610256 - 13850 Bittersweet Ln	221.78	11/27/2018	100-450-5200-43810-0000	
51-6488909-6	Meter #10023000 - RMS Fields - 20859 141st A	34.34	11/27/2018	100-450-5200-43810-0000	
51-6488909-6	Meter #7671681 - Lynch Pk - 21901 137th Ave	108.51	11/27/2018	100-450-5200-43810-0000	
51-6488910-9	Meter #53035803 - Hassan Town Hall - 25000 H	78.95	11/27/2018	100-410-1940-43810-0000	
51-6488910-9	Meter #17611899 - Comm Rm - 21201 Memoria	555.26	11/27/2018	100-410-1941-43810-0000	
51-6488910-9	Meter #53990231 - Civic Storage Bldg - 21195	38.48	11/27/2018	100-410-1940-43810-0000	
51-6488910-9	Meter #4555770 - Vacant City Bldg - 13017 Mai	83.21	11/27/2018	100-410-1940-43810-0000	
51-6488910-9	Meter #16500198 - Police Dept - 21860 Ind Ct.	2,224.45	11/27/2018	100-420-2100-43810-0000	
51-6488910-9	Meter #17611899 - Fire Dept - 21201 Memorial	436.26	11/27/2018	100-420-2210-43810-0000	
51-6488910-9	Meter #7544222 - Vacant City Bldg - 12909 Mai	34.69	11/27/2018	100-410-1940-43810-0000	
51-6488910-9	Meter #15677367 - City Hall - 22350 SDLR (30'	409.74	11/27/2018	100-410-1940-43810-0000	
51-6488910-9	Meter #15677367 - Public Works - 22350 SDLR	956.05	11/27/2018	100-430-3000-43810-0000	
51-6488910-9	Meter #7727710 - Sr Center - 12913 Main St	128.66	11/27/2018	100-450-5186-43810-0000	
51-6488910-9	Unmetered - Civic Storage Bldg - Security Light	15.68	11/27/2018	100-410-1940-43810-0000	
51-6488911-0	Meter #69971665 - Traffic Signal - 141st Ave &	52.49	11/27/2018	100-420-2600-43810-0000	
51-6488911-0	Meter #54337633 - Traffic Signal - 141st Ave &	92.20	11/27/2018	100-420-2600-43810-0000	
51-6488911-0	Meter #17776936 - Traffic Signal - CSAH 13 &	71.48	11/27/2018	100-420-2600-43810-0000	
51-6488911-0	Meter #54982187 - Traffic Signal - Hwy 101 &	49.21	11/27/2018	100-420-2600-43810-0000	
51-6488911-0	Meter #61907625 - Traffic Signal - CSAH 81 &	35.50	11/27/2018	100-420-2600-43810-0000	
51-6488911-0	Meter #70454168 - Traffic Signal - 141st Ave &	73.07	11/27/2018	100-420-2600-43810-0000	
51-6488911-0	Meter #64268079 - Traffic Signal - Brockton Ln	59.98	11/27/2018	100-420-2600-43810-0000	
51-6488911-0	Meter #70454139 - Traffic Signal - 141st Ave &	103.85	11/27/2018	100-420-2600-43810-0000	
51-6488911-0	Meter #51845496 - Traffic Signal - SDLR & Noi	42.28	11/27/2018	100-420-2600-43810-0000	
51-6488911-0	Meter #49516071 - Traffic Signal - CSAH 81 &	81.39	11/27/2018	100-420-2600-43810-0000	
51-6488911-0	Meter #59798731 - Traffic Signal - Rogers Dr &	59.46	11/27/2018	100-420-2600-43810-0000	
51-6488911-0	Meter #54982196 - Traffic Signal - CSAH 81 &	34.34	11/27/2018	100-420-2600-43810-0000	
51-6488911-0	Meter #69971666 - Traffic Signal - 141st Ave &	78.54	11/27/2018	100-420-2600-43810-0000	
51-6488911-0	Meter #53176388 - Traffic Signal - N Ramp 101	34.76	11/27/2018	100-420-2600-43810-0000	
51-6488911-0	Meter #53176389 - Traffic Signal - S Ramp 101	29.91	11/27/2018	100-420-2600-43810-0000	
51-8078844-1	Electricity	6,653.36	11/27/2018	205-450-5205-43810-0000	
Check Total:		35,654.28			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	231,460.42			
	Total of Number of Checks:	96			

Accounts Payable

Computer Check Proof List by Vendor

User: bbruska
 Printed: 11/20/2018 - 3:14PM
 Batch: 00008.11.2018



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: airgas	Airgas North Central			Check Sequence: 1	ACH Enabled: False
9081021508	Gas Cylinders - Oct	223.50	11/27/2018	609-497-9770-42100-0000	
9081122662	Gas Cylinders - Oct	226.67	11/27/2018	609-497-9770-42100-0000	
9956964240	Cylinder Lease - October 2018	32.69	11/27/2018	609-497-9770-44120-0000	
	Check Total:	482.86			
Vendor: balde	Dennis Ball			Check Sequence: 2	ACH Enabled: False
11/30/2018	Booked Friday, November 30th, 2018	500.00	11/27/2018	609-497-9770-43430-0000	
	Check Total:	500.00			
Vendor: belco	Bellboy Corporation			Check Sequence: 3	ACH Enabled: False
66816500	Wine	724.00	11/27/2018	609-497-9760-42530-0000	
66816500	Liquor	1,062.79	11/27/2018	609-497-9760-42510-0000	
67057900	Liquor	488.65	11/27/2018	609-497-9760-42510-0000	
67057900	Wine	199.10	11/27/2018	609-497-9760-42530-0000	
	Check Total:	2,474.54			
Vendor: wirbe	BreakThru Beverage Minnesota			Check Sequence: 4	ACH Enabled: False
1080881700	Liquor	146.69	11/27/2018	609-497-9760-42510-0000	
1080884801	Liquor	5,307.05	11/27/2018	609-497-9760-42510-0000	
1080884801	Wine	326.92	11/27/2018	609-497-9760-42530-0000	
1080884801	Mix	24.00	11/27/2018	609-497-9760-42540-0000	
108088355	Mix	55.95	11/27/2018	609-497-9760-42540-0000	
108088355	Liquor	2,202.61	11/27/2018	609-497-9760-42510-0000	
108088355	Wine	946.60	11/27/2018	609-497-9760-42530-0000	
	Check Total:	9,009.82			
Vendor: capbe	Capitol Beverage			Check Sequence: 5	ACH Enabled: False
2184458	Bar Beer	1,448.30	11/27/2018	609-497-9770-42520-0000	
2184899	Beer	1,742.60	11/27/2018	609-497-9770-42520-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2187407	Bar Beer	310.00	11/27/2018	609-497-9770-42520-0000	
2187407	Offsale Beer	100.00	11/27/2018	609-497-9770-42521-0000	
2188101	Beer	10,331.50	11/27/2018	609-497-9760-42520-0000	
	Check Total:	13,932.40			
Vendor: berbe	Chas. A. Bernick, Inc.			Check Sequence: 6	ACH Enabled: False
462846	Beer	640.70	11/27/2018	609-497-9760-42520-0000	
464280	Mix	127.60	11/27/2018	609-497-9760-42540-0000	
464281	Beer	1,519.25	11/27/2018	609-497-9760-42520-0000	
	Check Total:	2,287.55			
Vendor: cinco	Cintas Corporation			Check Sequence: 7	ACH Enabled: False
4011941409	Rugs/Towels	159.72	11/27/2018	609-497-9770-43100-0000	
4012303392	Rugs/Towels	102.37	11/27/2018	609-497-9760-43100-0000	
	Check Total:	262.09			
Vendor: citro	City of Rogers			Check Sequence: 8	ACH Enabled: False
Interfund	Interfund Loan Payment - Liquor to Gen Fund	43,717.37	11/27/2018	609-000-0000-20700-0000	
	Check Total:	43,717.37			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 9	ACH Enabled: False
1384078	Bar Beer	1,068.00	11/27/2018	609-497-9770-42520-0000	
176882	Beer Pd Twice - 9/25 & 10/9	24.00	11/27/2018	609-497-9760-42520-0000	
184526	Beer Credit	-10.75	11/27/2018	609-497-9760-42520-0000	
191692	Beer	10,720.60	11/27/2018	609-497-9760-42520-0000	
192573	Beer	6,421.62	11/27/2018	609-497-9760-42520-0000	
192909	Bar Beer	745.60	11/27/2018	609-497-9770-42520-0000	
192910	Offsale Beer	184.00	11/27/2018	609-497-9770-42521-0000	
	Check Total:	19,153.07			
Vendor: dehfi	Dehmer Fire Protection LLC			Check Sequence: 10	ACH Enabled: False
7415	Fire Protection - Rogers Wine & Spirits	112.50	11/27/2018	609-497-9760-44010-0000	
	Check Total:	112.50			
Vendor: dmxmu	DMX Music - Minneapolis			Check Sequence: 11	ACH Enabled: False
54294947	Satelite Radio - November 2018	96.78	11/27/2018	609-497-9760-43100-0000	
	Check Total:	96.78			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: flaha 34807	Flaherty's Happy Tyme Co. Tom & Jerry Mix & Buttered Rum Mix	213.75	11/27/2018	Check Sequence: 12 609-497-9760-42540-0000	ACH Enabled: False
	Check Total:	213.75			
Vendor: guape 1949119	Guardian Pest Solutions, Inc. Pest Service - November 2018	37.80	11/27/2018	Check Sequence: 13 609-497-9770-43100-0000	ACH Enabled: False
	Check Total:	37.80			
Vendor: hohen 103834 105176	Hohensteins Inc Beer Beer	162.00 1,029.00	11/27/2018 11/27/2018	Check Sequence: 14 609-497-9760-42520-0000 609-497-9760-42520-0000	ACH Enabled: False
	Check Total:	1,191.00			
Vendor: jjtay 2906181 2916244	JJ Taylor Distributing Co of MN., Inc. Beer Beer	953.80 5,808.60	11/27/2018 11/27/2018	Check Sequence: 15 609-497-9760-42520-0000 609-497-9760-42520-0000	ACH Enabled: False
	Check Total:	6,762.40			
Vendor: johbr 1147357 1147376 1147443 1147444 1147445 1147446 1153091 1153092 1153171 1153172 1153173 1153174 1153175 508002 508405 508406 509325 509326 510486 510486 510507	Johnson Brothers Liquor Co. Liquor Liquor Liquor Wine Mix Liquor Liquor Liquor Wine Wine Mix Liquor Wine Credit Wine Credit Liquor Credit Wine Credit Liquor Credit Wine Credit Liquor Credit Liquor Credit	315.00 355.33 2,403.65 1,090.67 30.50 479.00 115.11 18.45 627.71 2,331.93 22.99 141.95 8,314.90 -80.60 -82.80 -125.00 -432.00 -324.74 -22.86 -42.33 -94.50	11/27/2018 11/27/2018	Check Sequence: 16 609-497-9760-42510-0000 609-497-9770-42510-0000 609-497-9760-42510-0000 609-497-9760-42530-0000 609-497-9760-42540-0000 609-497-9760-42510-0000 609-497-9770-42510-0000 609-497-9770-42510-0000 609-497-9760-42510-0000 609-497-9760-42530-0000 609-497-9760-42530-0000 609-497-9760-42540-0000 609-497-9760-42510-0000 609-497-9760-42530-0000 609-497-9760-42530-0000 609-497-9760-42510-0000 609-497-9760-42530-0000 609-497-9760-42510-0000 609-497-9760-42510-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
510507	Liquor Credit	-94.50	11/27/2018	609-497-9760-42510-0000	
510509	Liquor Credit	-94.50	11/27/2018	609-497-9760-42510-0000	
510510	Wine Credit	-68.00	11/27/2018	609-497-9760-42530-0000	
	Check Total:	14,785.36			
Vendor: artbe	Johnson Brothers Liquor Company			Check Sequence: 17	ACH Enabled: False
3305943	Beer	1,117.65	11/27/2018	609-497-9760-42520-0000	
438299	Beer Credit	-13.56	11/27/2018	609-497-9760-42520-0000	
	Check Total:	1,104.09			
Vendor: shagr	Kelbro Company			Check Sequence: 18	ACH Enabled: False
2306131	Ice	94.84	11/27/2018	609-497-9760-42570-0000	
	Check Total:	94.84			
Vendor: lupbre	Lupulin Brewing			Check Sequence: 19	ACH Enabled: False
16538	Beer	126.00	11/27/2018	609-497-9760-42520-0000	
16897	Beer	256.00	11/27/2018	609-497-9760-42520-0000	
	Check Total:	382.00			
Vendor: mamun	M Amundson Cigar & Candy Co LLP			Check Sequence: 20	ACH Enabled: False
268782	Food For Resale	64.90	11/27/2018	609-497-9760-42550-0000	
268782	Tobacco	1,654.07	11/27/2018	609-497-9760-42560-0000	
268782	Paper & Plastic Bags	150.22	11/27/2018	609-497-9760-42100-0000	
268782	Supplies For Resale	60.70	11/27/2018	609-497-9760-42580-0000	
268782	Mix	89.67	11/27/2018	609-497-9760-42540-0000	
	Check Total:	2,019.56			
Vendor: macbr	Brian Mack			Check Sequence: 21	ACH Enabled: False
12/8/2018	Booked Dec 8, 2018	400.00	11/27/2018	609-497-9770-43420-0000	
	Check Total:	400.00			
Vendor: pauso	Paustis & Sons			Check Sequence: 22	ACH Enabled: False
30296	Wine	1,212.70	11/27/2018	609-497-9760-42530-0000	
30297	Liquor	29.00	11/27/2018	609-497-9760-42510-0000	
30497	Wine	196.50	11/27/2018	609-497-9760-42530-0000	
	Check Total:	1,438.20			
Vendor: phiwi	Phillips Wine & Spirits			Check Sequence: 23	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2453493	Wine	151.20	11/27/2018	609-497-9760-42530-0000	
2453562	Liquor	564.75	11/27/2018	609-497-9760-42510-0000	
2453563	Wine	277.46	11/27/2018	609-497-9760-42530-0000	
2453564	Mix	123.20	11/27/2018	609-497-9760-42540-0000	
2457636	Wine	75.60	11/27/2018	609-497-9760-42530-0000	
2457704	Liquor	636.25	11/27/2018	609-497-9760-42510-0000	
2457705	Wine	1,102.00	11/27/2018	609-497-9760-42530-0000	
2457706	Wine	64.00	11/27/2018	609-497-9760-42530-0000	
310576	Liquor Credit	-135.00	11/27/2018	609-497-9760-42510-0000	
	Check Total:	2,859.46			
Vendor: Reifo	Reinhart Food Service, LLC			Check Sequence: 24	ACH Enabled: False
509987	Lemons, Lines, Olives	104.06	11/27/2018	609-497-9770-42100-0000	
	Check Total:	104.06			
Vendor: souwi	Southern Wine & Spirits			Check Sequence: 25	ACH Enabled: False
1750352	Liquor	855.05	11/27/2018	609-497-9760-42510-0000	
1750353	Liquor	3,321.35	11/27/2018	609-497-9760-42510-0000	
1750354	Wine	152.00	11/27/2018	609-497-9760-42530-0000	
1752844	Liquor	175.50	11/27/2018	609-497-9770-42510-0000	
1753059	Liquor	8,053.22	11/27/2018	609-497-9760-42510-0000	
1753060	Wine	1,823.92	11/27/2018	609-497-9760-42530-0000	
	Check Total:	14,381.04			
Vendor: tdand	T. D. Anderson Inc.			Check Sequence: 26	ACH Enabled: False
972057	Tap Cleaning - Dec 2018	60.00	11/27/2018	609-497-9770-44010-0000	
	Check Total:	60.00			
Vendor: carbu	Tegrete			Check Sequence: 27	ACH Enabled: False
78730	Muni Cleaning - Sunday 11/4/2018	64.23	11/27/2018	609-497-9770-44060-0000	
78937	Muni Cleaning - Nov 2018	1,669.87	11/27/2018	609-497-9770-44060-0000	
	Check Total:	1,734.10			
Vendor: vartr	Varner Transportation LLC			Check Sequence: 28	ACH Enabled: False
38068	Freight - October 2018	266.25	11/27/2018	609-497-9760-42590-0000	
38086	Freight	203.75	11/27/2018	609-497-9760-42590-0000	
38101	Freight	396.25	11/27/2018	609-497-9760-42590-0000	
38117	Freight	286.25	11/27/2018	609-497-9760-42590-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,152.50			
Vendor: wglen 8476	WGL Energy Systems Solar - October 2018	67.64	11/27/2018	Check Sequence: 29 609-497-9760-43810-0000	ACH Enabled: False
	Check Total:	67.64			
Vendor: winme 7208341	Wine Merchants Wine	354.00	11/27/2018	Check Sequence: 30 609-497-9760-42530-0000	ACH Enabled: False
	Check Total:	354.00			
Vendor: xcele 51-4145018-0 51-6752987-1	Xcel Energy RWAS Electric - October 2018 Muni Electric - October 2018	1,376.05 774.77	11/27/2018 11/27/2018	Check Sequence: 31 609-497-9760-43810-0000 609-497-9770-43810-0000	ACH Enabled: False
	Check Total:	2,150.82			
	Total for Check Run:	143,321.60			
	Total of Number of Checks:	31			



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: November 27, 2018

Agenda Item: No. 5.3

Subject: Approval of Resolution No. 2018 - 101, A Resolution Adopting Assessments for the Justen Circle Street and Utility Improvement Project

Prepared By: Stacy Scharber, Assistant City Administrator

Recommended City Council Action

Motion to adopt Resolution No. 2018 - 101, A Resolution Adopting Assessments for the Justen Circle Street and Utility Improvement Project.

Overview / Background

Council has previously adopted individual assessment agreements against the properties that abutted what was formerly Justen Circle and those properties that have received benefit from the street and utility project.

By adopting this resolution, the City is able to certify assessments against the properties that have received benefit thereby triggering their deferred assessment agreements.

Staff Recommendation

Motion to adopt Resolution No. 2018 - 101, A Resolution Adopting Assessments for the Justen Circle Street and Utility Improvement Project.

ATTACHMENTS:

Description

Resolution 2018-101 Assessments for Justen Circle

RESOLUTION NO. 2018 – 101

**CITY OF ROGERS
HENNEPIN COUNTY, MINNESOTA**

**A RESOLUTION ADOPTING ASSESSMENTS FOR THE
JUSTEN CIRCLE STREET AND UTILITY IMPROVEMENT PROJECT**

WHEREAS, property owners abutting what was formerly Justen Circle have signed assessment agreements waiving their rights pursuant to Minnesota Statutes, Section 429, for street and utility improvements against the following benefited properties: 25-120-23 44 0005, 25-120-23 44 0006, 25-120-23 44 0007, and 25-120-23-44-0010.

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

1. Such assessment shall be payable in equal annual installments extending over a period of two years, the first of the installments to be payable on or before the first Monday in January 2017, and shall bear interest at the rate of 3.0% percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2018. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
2. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
3. The right to partially prepay the assessment according to Ordinance No. 87-8 as outlined in the Rogers City Code, Chapter 2, Article IV, Section 2-62 is available.
4. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said Resolution:

The following voted against the same:

The following abstained:

Whereupon said Resolution was declared duly passed and adopted, and was signed by the Mayor and attested by the Clerk dated this 27th day of November, 2018.

Rick Ihli, Mayor

ATTEST:

Stacy Scharber, City Clerk

(seal)



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: November 27, 2018

Agenda Item: No. 5.4

Subject: Approval of Massage Therapy License Renewals and Renewal of Massage Establishment License for Massage Envy

Prepared By: Amy Patnode, Associate Planner

Recommended City Council Action

Move to Approve Fifteen (15) Massage Therapist License Renewals and Renewal of Massage Envy's Massage Establishment License.

Overview / Background

In 2015, the Council adopted an ordinance requiring Massage Establishments and Individual Therapists to be licensed through the City of Rogers. All therapists and establishments have submitted the proper documentation and have passed background checks by the Rogers Police Department.

Fifteen (15) massage therapists have submitted renewal applications. The following are approved for therapists licenses: Ma Diane Aimee Carag, Jon Ordner, Rachael Gannon, Daniel Guthrie, Marina Pleasants, Janna Westfall, Kara Albrecht, Jo Ellen Torola, Candace Crooker, Brett Ailts, Susan Pontius, Jefferey Apel, Benjamin Johnson, Christina Melina, and Miranda Lutgen.

One (1) massage establishment has submitted a renewal application. Massage Envy is approved for their massage enterprise license.

Staff Recommendation

Move to Approve Fifteen (15) Massage Therapists Renewal Licenses and a Renewal of Massage Envy's Massage Enterprise License.



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: November 27, 2018

Agenda Item: No. 5.5

Subject: Accepting the Retirement/Resignation of Judy Splett Effective December 3, 2018

Prepared By: Steve Stahmer, City Administrator

Recommended City Council Action

Motion to accept retirement/resignation of Deputy Clerk Judy Splett effective December 3, 2018.

Overview / Background

As Council is aware, Deputy Clerk Judy Splett had indicated her intention to retire earlier this year, with an anticipated final day in December of 2018. The City has now received Ms. Splett's formal retirement notice/resignation with an effective date of December 3, 2018.

Deputy Clerk Splett has been an asset to the City for nearly 20 years and has been a key part of most of the growth that the City has experienced to date. She has been an exemplary and highly-valuable employee and her departure will leave a significant void in terms of institutional memory. Equally important - and more immediately felt by those she works with - will be the loss of Judy, the coworker and friend. We wish her nothing but the best in her well-earned retirement.

Staff Recommendation

Staff recommends Council accept the resignation and retirement of Deputy Clerk Judy Splett.



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: November 27, 2018

Agenda Item: No. 5.6

Subject: Accept Improvements and Approve Final Payment for the Mallard Estates Street Improvement Project

Prepared By: Bret A. Weiss, City Engineer

Recommended City Council Action

Accept improvements and approve final payment in the amount of \$47,690.60 to Omann Contracting Companies, Inc. for the Mallard Estates Street Improvements Project.

Overview / Background

The Mallard Estates Street Improvements Project was awarded to Omann Contracting Companies, Inc. in April 2018 and included improvements to the streets located within the Mallard Estates Development. The roadways within this development were all experiencing significant block cracking and alligator cracking. Two streets (Widgeon Lane and Wellstead Drive) were experiencing elevated levels of pavement deterioration beyond what is considered normal for a roadway. These two streets are both undergoing tent cracking and cupping that is similar to what was occurring on Mallard Drive when spot improvements were completed in 2014.

Due to the existing condition of Widgeon Lane and Wellstead Drive, improvements for these two streets included full depth pavement removal as well as the removal of up to 6-in of the existing recycled concrete base material. The remaining recycled material was blended with new class 5 material and paved with a new bituminous section.

The remaining streets within Mallard Estates received a full width mill and overlay.

The final payment request represents the final quantities completed and the release of the retainage on the contract. The final construction costs are \$557,109.73 which is \$32,466.73 under the original contract amount of \$589,576.46. The primary reason the final costs came in below the original contract amount is related to the amount of bituminous patching that was estimated. Bituminous patching was planned for the following areas:

- In areas undergoing severe cracking within the areas designated for mill and overlay
- Where curb and gutter was marked for removal and replacement
- Around manholes and catch basins that required reconstructing

A conservative estimate was made for bituminous patching due accommodate any additional findings in the field while construction was taking place. The actual quantity estimated for patching ended up much lower than anticipated.

All construction and punch list items have been completed and have been inspected by the City

and WSB staff and are in conformance with the project specifications.

The contractor is in the process of submitting all of the following documents, which will be forwarded to the City for final release of payment.

1. Satisfactory showing that the contractor has complied with the provisions of Minnesota Statutes 290.92 requiring withholding state income tax (IC134 forms).
2. Evidence in the form of an affidavit that all claims against the contractor by reasons of the contract have been fully paid or satisfactorily secured (lien waivers).
3. Consent of Surety to Final Payment certification from the contractor's surety.
4. Two-year maintenance bond.

Staff Recommendation

Staff recommends approving final payment in the amount of \$47,690.60 to Omann Contracting Companies, Inc. for the Mallard Estates Street Improvements Project.

Financial Impact: \$47,690.60 **Budgeted?** Yes

Source Fund: Franchise Fees

Notes:

ATTACHMENTS:

Description

Final Pay Voucher

Letter of Recommendation



CITY OF ROGERS

22350 South Diamond Lake Road

Rogers, MN 55374-9336

Project R-011087-000 - Mallard Estates Street Improvements Project

Final Pay Voucher No. 4

Contractor: Omann Contracting Companies, Inc.
6551 LaBeaux Avenue NE
Albertville, MN 55301

Contract No.
Vendor No.
For Period: 8/30/2018 - 11/16/2018
Warrant # _____ Date _____

Contract Amounts

Original Contract	\$589,576.46
Contract Changes	\$0.00
Revised Contract	\$589,576.46

Work Certified To Date

Base Bid Items	\$557,109.73
Backsheet	\$0.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$557,109.73

Funds Encumbered

Original	\$589,576.46
Additional	N/A
Total	\$589,576.46

	Work Certified This Pay Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Pay Voucher	Total Amount Paid To Date
R-011087-000	\$20,879.07	\$557,109.73	\$0.00	\$509,419.13	\$47,690.60	\$557,109.73
Percent Retained: 0.0000%						
Amount Paid This Final Pay Voucher					\$47,690.60	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Recommended for Approval by:
WSB & Associates, Inc.

Construction Observer:

Approved by Contractor:
**Omann Contracting Companies,
Inc.**

Approved by Owner:
City of Rogers

Date:

R-011087-000 Payment Summary

No.	From Date	To Date	Work Certified Per Pay Voucher	Amount Retained Per Pay Voucher	Amount Paid Per Pay Voucher
1	06/18/2018	06/29/2018	\$44,179.01	\$2,208.95	\$41,970.06
2	06/30/2018	07/27/2018	\$143,588.39	\$7,179.42	\$136,408.97
3	07/28/2018	08/29/2018	\$348,463.26	\$17,423.16	\$331,040.10
4	08/30/2018	11/16/2018	\$20,879.07	(\$26,811.53)	\$47,690.60
Totals:			\$557,109.73	\$0.00	\$557,109.73

R-011087-000 Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Pay Voucher	Total Amount Paid To Date
UNF	557,109.73	0.00	509,419.13	47,690.60	557,109.73
Totals:	\$557,109.73	\$0.00	\$509,419.13	\$47,690.60	\$557,109.73

R-011087-000 Funding Source Report

Accounting No.	Funding Source	Amount Paid This Pay Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
UNF	Unfunded	47,690.60	589,576.46	589,576.46	557,109.73
Totals:		\$47,690.60	\$589,576.46	\$589,576.46	\$557,109.73

R-011087-000 Project Material Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
Mallard Estates Street Improvement Project									
1	2021.501	MOBILIZATION	LS	\$13,000.00	1	0.75	\$9,750.00	1	\$13,000.00
2	2104.501	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	L F	\$23.94	1750	0	\$0.00	1282.6	\$30,705.44
3	2104.503	REMOVE BITUMINOUS PAVEMENT	S F	\$0.25	24380	77.25	\$19.31	1277.25	\$319.31
4	2104.503	REMOVE CONCRETE VALLEY GUTTER	S F	\$1.99	328	0	\$0.00	367.5	\$731.33
5	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	\$2.00	3500	0	\$0.00	480	\$960.00
6	2104.607	HAUL RECLAIMED MATERIAL	S Y	\$0.01	6355	2081.91	\$20.82	6228.45	\$62.28
7	2105.525	SELECT TOPSOIL BORROW (LV)	CU YD	\$57.55	25	28	\$1,611.40	40	\$2,302.00
8	2112.501	SUBGRADE PREPARATION	RDST	\$110.00	20	0	\$0.00	20	\$2,200.00
9	2211.501	AGGREGATE BASE CLASS 5	TON	\$11.54	2400	0	\$0.00	2445.32	\$28,218.99
10	2215.501	FULL DEPTH RECLAMATION	S Y	\$2.26	6355	2081.91	\$4,705.12	6228.45	\$14,076.30
11	2231.501	BITUMINOUS PATCHING MIXTURE	TON	\$64.00	440	0	\$0.00	63.09	\$4,037.76
12	2232.501	MILL BITUMINOUS SURFACE (1.5")	S Y	\$0.84	48330	401.7	\$337.43	51232	\$43,034.88
13	2331.603	JOINT ADHESIVE	L F	\$0.38	51015	0	\$0.00	47925	\$18,211.50
14	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.50	3008	0	\$0.00	3950	\$9,875.00
15	2360.501	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	\$51.49	5330	0	\$0.00	5821.7	\$299,759.33
16	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX	TON	\$51.49	1040	19.42	\$999.94	849.71	\$43,751.57

R-011087-000 Project Material Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
		(2,B)							
17	2504.602	ADJUST GATE VALVE & BOX	EACH	\$125.00	12	16	\$2,000.00	16	\$2,000.00
18	2506.602	RECONSTRUCT MANHOLE	EACH	\$825.00	40	0	\$0.00	38	\$31,350.00
19	2506.602	CHIMNEY SEALS (EXTERNAL)	EACH	\$240.00	30	1	\$240.00	12	\$2,880.00
20	2506.602	RECONSTRUCT GATE VALVE BOX	EACH	\$350.00	10	0	\$0.00	6	\$2,100.00
21	2531.604	7" CONCRETE VALLEY GUTTER	S Y	\$57.45	36	0	\$0.00	40.8	\$2,343.96
22	2563.601	TRAFFIC CONTROL	LS	\$3,512.40	1	0	\$0.00	1	\$3,512.40
23	2575.501	SEEDING	ACRE	\$10,113.60	0.05	0.11	\$1,112.50	0.11	\$1,112.50
24	2575.502	SEED MIXTURE 25-151	LB	\$5.16	6	16	\$82.56	16	\$82.56
25	2582.502	24" SOLID LINE PAINT	L F	\$5.15	14	0	\$0.00	30.8	\$158.62
26	2582.503	CROSSWALK PAINT	S F	\$1.80	72	0	\$0.00	180	\$324.00
Totals For Mallard Estates Street Improvement Project:							\$20,879.08		\$557,109.73
Project Totals:							\$20,879.08		\$557,109.73



November 27, 2018

Honorable Mayor and City Council
City of Rogers
22350 South Diamond Lake Road
Rogers, MN 55374

Re: Construction Pay Voucher No. 4 (Final) and
Final Project Close-out Documents
Mallard Estates Street Improvements Project
City of Rogers, MN
WSB Project No. R-011087-000

Dear Mayor and Council Members:

Please find enclosed Construction Pay Voucher No. 4 and final (in triplicate) in the amount of \$47,690.60 for the above-referenced project. The final payment request represents the final quantities and the release of the retainage on the contract. The quantities completed to date have been reviewed and agreed upon by the contractor and WSB.

We recommend that the City of Rogers approve Construction Pay Voucher No. 4 and final for Omann Contracting Companies, Inc. at the November 27, 2018, City Council meeting. **Once processed, please keep one copy for your records, forward one copy to the contractor, and return one copy to our office.** Enclosed is the documentation required for releasing final payment for the above-referenced project as listed below:

1. Satisfactory showing that the Contractor has complied with the provisions of Minnesota Statutes 290.92 requiring withholding state income tax (IC134 Forms).
2. Evidence in the form of an affidavit that all claims against the Contractor by reasons of the Contract have been fully paid or satisfactorily secured (lien waivers).
3. Consent of Surety to Final Payment Certification from the Contractor's surety.
4. Two-year maintenance bond.

This project will be considered for acceptance by the City Council on November 27, 2018. The maintenance period will be in effect from November 27, 2018, until November 27, 2020.

If you have any questions or comments regarding the enclosed, please contact me at 763.287.8529. Thank you.

Sincerely,

WSB

Jennifer D. Edison, PE
Project Manager

Enclosures

cc: John Seifert, City of Rogers
Stacy Scharber, City of Rogers
Steve Stahmer, City of Rogers
Lisa Herbert, City of Rogers (w/original maintenance bond)
Geri Fournier, City of Rogers
Kelly Omann, Omann Contracting Companies, Inc.

srb



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: November 27, 2018

Agenda Item: No. 5.7

Subject: Approval of Illinois Casualty as Liquor Liability Insurance Provider for 2019

Prepared By: Gary Buysse

Recommended City Council Action

Motion to accept Illinois Casualty as liquor liability insurance carrier for Rogers Wine and Spirits, Rogers Muni and the Rogers Community Center for 2019.

Overview / Background

The City of Rogers has the annual opportunity to survey the market for cost effective liquor liability insurance for our locations of risk. These locations include:

- A. 21725 South Diamond Lake Road
- B. 21400 John Milless Drive
- C. 21201 Memorial Drive

Illinois Casualty has serviced the liquor industry since 1950. They are endorsed by the Indiana, Illinois and Minnesota Licensed Beverage Associations. Illinois Casualty is an admitted carrier in ten states: Colorado, Illinois, Iowa, Indiana, Kansas, Michigan, Minnesota, Missouri, Ohio and Wisconsin.

Staff Recommendation

Motion to accept Illinois Casualty as liquor liability insurance carrier for Rogers Wine and Spirits, Rogers Muni and the Rogers Community Center for 2019.

Financial Impact: \$1845.00 **Budgeted?** Yes

Source Fund: Liquor

Notes:

ATTACHMENTS:

Description

Illinois Casualty Quote 2019

AM Best Illinois Casualty 2019

RENEWAL QUOTATION

Insurance Proposal for:

**Rogers Municipal Liquor Store #1 DBA Rogers Muni Bar
Rogers Municipal Liquor Store #2 DBA Rogers Community Center
Rogers Municipal Liquor Store #3 DBA Rogers Wines & Spirits**

Presented by:

**Mr. Jeffrey C. Stanley
Paulet/Slater Agency**

These materials provide a brief overview of insurance protection that may be provided by Illinois Casualty Company. Given the space limitation, a complete analysis of each and every policy term, condition, exclusion or other provision cannot be provided. These materials are subject to the terms of the actual insurance policy or policies issued. Please read your entire policy or policies issued. Contact your insurance agent with any questions.

Any deletion or modification of coverage may not be directly proportional to the premium charge shown on the quotation. Premiums by premises are included for allocation purposes only.



**Illinois
Casualty
Company**

225 20th Street, Rock Island, IL 61201 • (309) 793-1700 • (800) 445-3726 • Fax: (309) 793-1707 • www.ilcasco.com



**Illinois
Casualty
Company**

LIQUOR LIABILITY RENEWAL QUOTATION

225 20th Street, Rock Island, IL 61201 • (309) 793-1700 • (800) 445-3726 • Fax: (309) 793-1707 • www.ilcasco.com

Policy #:	LL99160	Proposed Effective Date:	December 31, 2018
Quote Date:	October 2, 2018	Proposed Expiration Date:	December 31, 2019
Named Insured(s):	Rogers Municipal Liquor Store #1 DBA Rogers Muni Bar; Rogers Municipal Liquor Store #2 DBA Rogers Community Center; Rogers Municipal Liquor Store #3 DBA Rogers Wines & Spirits		

LIQUOR LIABILITY

Illinois Casualty Company

<u>Description</u>	<u>Limits of Insurance</u>
	<u>Option 1</u>
Each Common Cause Limit	\$1,000,000

(*) - Items automatically added or changed by ICC.

(**) - Items requested to be added or changed.

LIQUOR LIABILITY

Illinois Casualty Company

Premises 1 21725 S Diamond Lake Rd, AKA 21400 John Milless Dr, Rogers,
Hennepin County

Food receipts:	\$278,933	Premium
Liquor receipts:	\$4,309,508	Option 1
Other receipts:	\$0	\$746
Total receipts:	\$4,588,441	

Premises 2 21201 Memorial Dr, Rogers, MN 55374
Hennepin County

Food receipts:	\$0	Premium
Liquor receipts:	\$0	Option 1
Other receipts:	\$0	\$757
Total receipts:	\$0	

Premises 3 21080 141st Ave N, Rogers, MN 55374
Hennepin County

Food receipts:	\$0	Premium
Liquor receipts:	\$13,254	Option 1
Other receipts:	\$0	\$396
Total receipts:	\$13,254	

Coverages Provided

Description	Premises	Option 1	Premium
Certified Terrorism Coverage	All	Included	

Other Liquor Liability Endorsements

Description	Premises	Option 1	Premium
Amendment of Cancellation and Nonrenewal Provisions	All	Included	

(*) - Items automatically added or changed by ICC.

(**) - Items requested to be added or changed.

PREMIUM TOTALS BY PREMISES

Premises 1 21725 S Diamond Lake Rd, AKA 21400 John Milless Dr, Rogers
Hennepin County

	Premium
	<u>Option 1</u>
Total Premium Per Premises:	\$746

Premises 2 21201 Memorial Dr, Rogers, MN 55374
Hennepin County

	Premium
	<u>Option 1</u>
Total Premium Per Premises:	\$757

Premises 3 21080 141st Ave N, Rogers, MN 55374
Hennepin County

	Premium
	<u>Option 1</u>
Total Premium Per Premises:	\$396

PREMIUM TOTALS

	<u>Option 1</u>
Minimum Applicable Total Premium:	\$500
TOTAL PREMIUM:	\$1,899
* Includes MLBA premium credit of \$445	



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Illinois Casualty Company

A.M. Best #: 000492 NAIC #: 15571 FEIN #: 362165210

Mailing Address

P.O. Box 5018
Rock Island, IL 61204-5018
United States

[View Additional Address Information](#)

Web: www.ilcasco.com

Phone: 309-793-1700

Fax: 309-793-1707

Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.



[View additional news, reports and products for this company.](#)

Based on A.M. Best's analysis, 046504 - ICC Holdings, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: B++ (Good)
Financial Size: VII (\$50 Million to \$100 Million)
Category: Million
Outlook: Stable
Action: Affirmed
Effective Date: April 27, 2018
Initial Rating Date: June 30, 1954

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term: bbb+
Outlook: Stable
Action: Upgraded
Effective Date: April 27, 2018

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Financial Analyst: Bobby Skrabal
Director: Joseph A. Burtone

Disclosure Information

Disclosure Information Form

[View A.M. Best's Rating Disclosure Form](#)

Press Release

A.M. Best Upgrades Issuer Credit Rating of Illinois Casualty Company
April 27, 2018

Initial Rating Date: June 11, 2007

u Denotes Under Review Best's Rating

Rating History

A.M. Best has provided ratings & analysis on this company since 1954.

Financial Strength Rating

Effective Date	Rating
4/27/2018	B++
3/28/2017	B++
2/23/2016	B++
2/13/2015	B++
12/18/2013	B++

Long-Term Issuer Credit Rating

Effective Date	Rating
4/27/2018	bbb+
3/28/2017	bbb
2/23/2016	bbb
2/13/2015	bbb
12/18/2013	bbb

Best's Credit Reports



Best's Credit Report (Download PDF) - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 11/6/2018 (represents the latest significant change).



Historical Reports are available in Best's Credit Report Archive.

View additional news, reports and products for this company.

Press Releases

Date ▾	Title
Apr 27, 2018	A.M. Best Upgrades Issuer Credit Rating of Illinois Casualty Company
Mar 28, 2017	A.M. Best Assigns Issuer Credit Rating to ICC Holdings, Inc. and Affirms Credit Ratings of Illinois Casualty Company
Feb 23, 2016	A.M. Best Revises Issuer Credit Rating Outlook to Positive for Illinois Casualty Company
Feb 13, 2015	A.M. Best Revises Outlook to Stable for Illinois Casualty Company
Jan 31, 2012	A.M. Best Affirms Financial Strength Rating of Illinois Casualty Insurance Company; Downgrades Issuer Credit Rating
Nov 26, 2008	A.M. Best Downgrades Ratings of Illinois Casualty Company
Apr 23, 2008	A.M. Best Downgrades Ratings of Illinois Casualty Company

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REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: November 27, 2018

Agenda Item: No. 5.8

Subject: Items Related to the Following Resolutions:

Prepared By: Amy Patnode, Associate Planner

Recommended City Council Action

- Motion to Approve Resolution 2018-102 for a Conditional Use Permit for Outdoor Storage
- Motion to Approve Resolution No. 2018-103 for a Variance to Exceed Outdoor Storage Area

Overview / Background

Dustin Breiwick (Applicant) is the owner of two companies that will be relocating into Rogers: Top Notch Equipment, Inc., and Breiwick Companies. Dustin has submitted a Land Use Application requesting approval of a Conditional Use Permit (CUP) and allowing outdoor storage, the storage of storage tanks, and outdoor display of equipment. Applicant is also requesting approval of a Variance to increase the outdoor storage area. The property is located at 14490 Northdale Boulevard (Subject Property).

Essentially, this property will have one (1) owner with two (2) different businesses operating at this location. The first being Top Notch Equipment which will have equipment on display for sale and rent. The second will be Breiwick Companies, a landscaping company. The landscaping company is requesting outside storage of trailers and materials for their operations.

The Subject Property has two buildings; one is used as an office and shop (5,000 sq.ft.) and the other is used as storage (7,500 sq.ft.). The combined area of the buildings on the property is 12,500 square feet and the property is 4.37 acres. The Subject Property is part of the Hassan Industrial Park development which was platted in 1981. The Subject Property has frontages on Highway 101 and Northdale Boulevard, and has two access points off Northdale Boulevard.

The application for the conditional use permit was received on October 11, 2018. The applicant received an incomplete letter on October 17th, 2018 as the application needed details necessary to complete the formal review. The 60-day statutory review formally ends on December 16th, 2018.

Primary Issues to Consider

1. Land Use and Zoning
2. Performance Standards
3. Site Plan
4. Site Details
5. Consideration

Analysis of Primary Issues

1. Land Use and Zoning

The property is guided Business Campus (2030 Comprehensive Plan); the corresponding zoning is

Highway Business (B-3). Outdoor storage of trailers, materials, outdoor display and storage tanks is allowed by Conditional Use Permit in the B-3 zoning district [§125-202].

2. Performance Standards

The Applicant is seeking approval for a variety of requests. Below are the standards that the property must conform to regarding outdoor storage, outdoor tanks, and outdoor display.

The Applicant is applying for outdoor storage. The following are standards for outdoor storage in the B-3 zoning district [125-202 (e)(13)]: Outside storage. All service, repair, or processing shall be conducted wholly within an enclosed building. All outside storage requires a conditional use permit. Storage must be accessory and related to principal use.

- a. Storage is limited to up to 20 percent of building area. *The applicant is seeking a variance to expand the outdoor storage.*
- b. Storage areas shall be fenced and screened. *The majority of the property is fenced. HWY 101 and the north property line do not have fencing.*
- c. Storage and screening shall not exceed eight feet in height. *Storage shall not exceed eight feet in height.*
- d. The use does not take up parking spaces as required for conformity to this ordinance. *Storage shall not take up parking spaces.*
- e. All lighting shall be hooded and so directed that the light source shall not be visible from the public right-of-way or from neighboring properties. *No additional lighting is proposed, all lighting shall be directed away from neighboring properties.*
- f. All exterior storage areas must be paved and include storm drainage management facilities as required by the city. *All storage areas must be paved.*

The following are standards for display of merchandise for sale or lease on the property [§125-202 (e) (12)]:

- a. (12) Display. The display of merchandise for sale or lease on the same lot as the principal structure requires a CUP, provided it meets the following standards, as well as those additional standards imposed as a part of the conditional use permit as approved by the city council. *Outdoor display may occupy the front yard, but must be set back from all property lines at least ten feet. Display will be at least 10 feet from the property line.*
- b. Outdoor display may occupy no more than 50 percent of any individual parcel. *The site plan shows the display occupying a fraction of the property.*
- c. Outdoor display shall be an accessory use only, and must consist only of products offered for sale or rent by the principal use of the property. Such display areas shall not be utilized for the storage of equipment or materials that are utilized in the normal course of business. *This is expressed to the property's business owner.*
- d. Outdoor display areas shall be paved with materials which control dust and drainage, such as masonry pavers, concrete or asphalt surfacing. *The display area is asphalt surface.*
- e. Outdoor display areas shall be maintained to prohibit the growth of weeds, accumulation of trash or other debris, or other unsightly conditions. *Area shall be maintained properly.*
- f. When outdoor display areas are no longer utilized for such display, they may be converted to parking or landscaped space in accordance with the standards of this section, through an administrative site plan review. *Area must be changed if no longer used for display.*

Below is City Code addressing storage tanks [§125-202(e)(21)].

- (21) Storage tanks. All storage tanks and containers for flammable and combustible liquids and

liquefied gases shall require a conditional use permit, be constructed and located in accordance with regulations of the Minnesota Uniform Building Code, Minnesota Uniform Fire Code, and the National Fire Protection Association Codes including NFPA-30 for flammable and combustible liquids and NFPA-58 liquefied gases.

3. Site Plan

Fencing: A majority of the Subject Property's perimeter is fenced with the exception of the north and east property line. The Applicant proposes to add a fence inside the north property line at a later date. A fence permit must be pulled prior to installation and at that time, it shall be noted that the new fence shall match the existing 6ft chain-link fence, and any barbed wire shall be facing inward.

Asphalt: As shown on the site plan provided, the site has bituminous driveways and parking areas. There is an existing gravel area that must be paved after eight (8) months of occupancy. Any outdoor storage and display must be on a paved surface.

Outdoor display: The outdoor display of equipment for sale or rent will be located in the front yard facing Highway 101. The display must not occupy more than 50% of the property. The site plan shows the display area to be under 3,500 square feet, far under the 50% requirement. The outdoor display must comply to Section 125-202 (e)(12).

Outdoor tanks: Outdoor storage of tanks refer to combustible liquids, usually in the form of an oil tank, fuel tank or propane tank. The Fire Department permits the placement, size, type and material of storage tanks only after a CUP has been issued. The Site Plan does not show the placement of a storage tank(s), this will be addressed at time of Fire Department approval.

Parking: The parking requirement for this site is 38 stalls. The property will be striping the parking lot area to identify where designated parking will be. Outdoor storage and outdoor display shall not take up designated parking stalls for storage purposes.

Outdoor storage: As previously mentioned, this property has two (2) street frontages that run parallel with each other. The rear yard of the property, shall be considered the back half of the front yard (from both frontages). The front yard shall be considered the area from the front property line, extended into the property 162 feet. This leaves 324 linear feet in the center of the property to store outdoor storage of trucks, trailers and materials; all outdoor storage shall be located in that area.

The proposed outside storage is landscaping materials and truck and trailer parking. The proposed landscaping materials are typical materials such as mulch, rock or dirt and will be contained by concrete barriers or bins. Because the property has a perimeter fence, we will not require the storage of materials to be fenced. However, if the perimeter fence is ever taken down, a fence will need to be installed to contain the outdoor storage of materials.

The Applicant is requesting a variance to exceed the outdoor storage area. The numbers used to calculate the percentage of storage area are taken from the approximate area of each truck and trailer; not a fenced in area in where they would park. This is due to the layout of the site, proposed parking of the trucks, and the existing fence around the property. City Code states that outdoor storage in the B-3 zoning district shall be 20% of building area, this would allow 2,500 square feet of outdoor storage area on this property.

The Subject Property is proposing to exceed the allowable outdoor storage area by 1,260 square feet. The landscaping materials on the site plan are shown to be approximately 960 square feet in size (40' x 24'). To conform to code, any remaining outdoor storage could only occupy 1,540 square feet after the landscaping materials. However, the eight (8) trucks on the site plan and exceed the remaining square footage by 1,260.

Allowable Outdoor Storage Area:		2,500 square feet
Area available for outdoor storage after landscaping materials:		1,540 square feet
Area of trucks and trailers (8):		2,800 square feet
	Approximate area of 4 long trucks (10 x 45= 450)	1,800 square feet
	Approximate area of 4 short trucks (10 x 25= 250)	1,000 square feet
Exceeding area of outdoor storage:		1,260 square feet
Total area requested for outdoor storage:		3,750 square feet

The Applicant is requesting the outdoor storage area for the Subject Property to be increased to an area of 3,750 square feet (30% of the building area). The landscaping materials that are proposing to be enclosed in the concrete bins occupy just under 1,000 square feet (8% of the building area). Instead of assigning a percentage for the entire outside storage on the property, staff proposes to allow a number of trucks and trailers allowed to be stored outdoors in addition to the maximum p of landscaping materials outdoors.

4. Other Site Details

The property was granted a CUP for outdoor storage in 1998 for sales and servicing of factory construction homes, which prohibits outside storage other than model homes. Thus, the change in use requires a new CUP that allows for trucks and trailers, materials, display and storage tanks.

In 2005, Hassan Township installed utilities up Northdale Boulevard and repaved the road, at that time assessments were applied toward affected property owners. The Subject Property has paid the assessments but is not hooked up to City water and sewer. There is no agreement in place that requires the Subject Property to hook up to the water and sewer services due to sale of the property, development of the property, or after a set amount of time. Therefore, the Applicant plans to keep the existing septic system in use. The City will allow the continued use of the septic system but needs proof that the system is in compliance with current code and is designed for the amount of people that will be working in that building. Thus, a Hennepin County Compliance form is required before issuing the CUP.

There is currently a heated storage trailer to the south of the office/shop building. The trailer was never permitted to be built or placed at that location, and said trailer is in the side yard building setback of 20 feet. A condition of approval will require the building to be removed from the property.

5. Consideration

The Planning Commission shall make findings of fact that the proposed variance are pursuant, but not limited to the following considerations [§125-58(a)]:

- 1) Variances shall only be permitted when they are in harmony with the general purpose and intent of city code and consistent with the comprehensive plan. *The request is in harmony with city code, but does not conform to the 2030 comprehensive plan.*

- 2) Variances may only be permitted when the applicant establishes that there are non-economic practical difficulties in complying with the zoning ordinance, meaning the property owner proposes to use the lot or parcel in a reasonable manner not permitted by the zoning code. *The request is reasonable, as the parcel was constructed to have small buildings with large outdoor area.*
- 3) The plight of the property owner must be due to circumstances that are unique to the lot or parcel and is not created by the property owner. *The property is unique and not created from the property owner.*
- 4) The variances must not alter the essential character of the locality including all zoning district and overlay district provisions. *The variance will not alter the essential character of the locality.*

(b) Criteria for granting conditional use permits. In granting a conditional use permit, the city council shall consider the advice and recommendations of the planning commission and the effect of the proposed use upon the health, safety, morals and general welfare of occupants of surrounding lands. Among other things, the city council shall make the following findings where applicable:

- 1) The use will not create an excessive burden on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area. *There will be no excessive burden created for surrounding uses.*
- 2) The use will be sufficiently compatible or separated by distance or screening from adjacent agricultural or residentially zoned or used land so that existing homes will not be depreciated in value and there will be no deterrence to development of vacant land. *The property is separated from residential and Ag uses.*
- 3) The structure and site shall have an appearance that will not have an adverse effect upon adjacent residential properties. *No adverse effects are created from the adjacent properties.*
- 4) The use, in the opinion of the city council, is reasonably related to the overall needs of the city and to the existing land use. *This is a reasonable request.*
- 5) The use is consistent with the purposes of the zoning code and the purposes of the zoning district in which the applicant intends to locate the proposed use. *Consistent with zoning code.*
- 6) The use is not in conflict with the policies plan of the city. *City code allows for such uses.*
- 7) The use will not cause traffic hazard or congestion. *Property will not create traffic hazards.*
- 8) Existing businesses nearby will not be adversely affected because of curtailment of customer trade brought about by intrusion of noise, glare or general unsightliness. Existing business will not be affected negatively.

Staff Recommendation

City staff proposes the City Council accepts the recommendation from the Planning Commission.

Motion: To approve Resolution 2018-102, approving the Conditional Use Permit to allow outdoor storage, to allow outdoor display of equipment and to allow outdoor storage tanks at 14490 Northdale Boulevard, with the following conditions:

1. The existing heated storage trailer must be removed from the property within eight (8) months of occupancy.
2. The existing gravel surface as shown on the site plan, must be paved within eight (8) months of occupancy.
3. City must obtain a copy of the Septic System verification from Hennepin County and confirmation of occupancy hold for the existing septic system.
4. Outdoor storage n the Subject Property excluding outdoor display and storage tanks, shall not exceed 20% of building area.
5. Any construction of a fence on the property must apply for a fence permit and must be located as indicated on the provided site plan and completed within one (1) year of

occupancy or shall become void.

6. The quantity and type of materials stored in storage tanks is subject to Minnesota Fire Code and Rogers Fire Department approval.
7. Parking of trucks, trailers and materials must be located in the designated rear yard on a paved surface.

Motion: To approve Resolution 2018-103, approving a variance for Dustin Breiwick to exceed the allowable area for outdoor storage at the property 14490 Northdale Boulevard, subject to the following conditions:

1. The outdoor storage of landscaping materials shall not exceed 8% of building areas.
2. Eight (8) trucks and trailers are permitted to be located on the property as it contributes to outdoor storage.
3. All outdoor storage of trucks, trailers, and materials must be located in the designated rear yard on a paved surface.
4. All outdoor storage shall be organized in a clean manner, in the designated area as shown on the site plan.
5. Up to six (6) company pickup trucks are allowed to be parked in the 38 designated parking stalls overnight.

ATTACHMENTS:

Description

Res 2018-102

Res 2018-103

Site Plan

Narrative

Lot Survey

RESOLUTION NO. 2018 - 102

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT
FOR OUTDOOR DISPLAY, STORAGE TANKS, AND OUTDOOR STORAGE,
LOCATED AT 14490 NORTHDAL E BOULEVARD**

WHEREAS, Dustin Breiwick (“Applicant”) has submitted an application to the City of Rogers (“City”), requesting approval of a Conditional Use Permit (“CUP”) for outdoor display, storage tanks, and outdoor storage, located at 14490 Northdale Boulevard (“Subject Property”); and

WHEREAS, the Subject Property has two buildings on the property for a total of 12,500 square feet, located in the Highway Business (“B-3”) zoning district; and

WHEREAS, outdoor display, storage tanks, outdoor storage and contractor yards in the B-3 zoning district is permitted by way of Conditional Use Permit; and

WHEREAS, the Performance Standards per City Code Section §125-202(e)(12), §125-202(e)(13) and §125-202(e)(21) need to be met; and

WHEREAS, on November 20, 2018 the Planning Commission (“Commission”) conducted a public hearing to receive public comment on the proposed Conditional Use Permit; and

WHEREAS, no public comment was received related to the application; and

WHEREAS, the Commission considered the application and made the following determinations:

- The proposed storage is accessory and related to the principal use.
- The outdoor display of equipment will not exceed 50% of the lot area.
- The outdoor storage shall not exceed 20% of buildings area.
- The designated parking stalls on the property will not be used for outdoor storage or outdoor display.
- All outdoor storage will be on a paved surface, free of debris and weeds.
- The use is consistent with surrounding uses and will not create a burden on surrounding properties.

WHEREAS, based on those determinations, the Commission recommended to the City Council approval of the Conditional Use Permit, permitting outdoor display, storage tanks, and outdoor storage to the Subject Property.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the Conditional Use Permit is hereby approved for outdoor storage, outdoor display of equipment and to allow storage tanks at 14490 Northdale Boulevard subject to following conditions:

1. The existing heated storage trailer must be removed from the property within eight (8) months of occupancy.

2. The existing gravel surface area as shown on the site plan must be paved within eight (8) months of occupancy.
3. The City must have a copy of a Septic System verification from Hennepin County and confirmation of the occupancy hold for the system.
4. Outdoor storage on the Subject Property excluding outdoor display and storage tanks, shall not exceed 20% of building area.
5. Any construction of a fence on the property must apply for a fence permit and must be located as indicated on the provided site plan and complete within one (1) year of occupancy or shall become void.
6. The quantity and type of materials stored in storage tanks is subject to Minnesota Fire Code and Rogers Fire Department approval.
7. Parking of trucks, trailers and materials must be located in the designated rear yard on a paved surface.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 27th day of November, 2018.

Rick Ihli, Mayor

ATTEST:

Stacy Scharber, City Clerk

EXHIBIT A

Legal Description:

Parcel 1:

Lot 1, Block 1, Hassan Industrial Park, Hennepin County, Minnesota.

Parcel 2:

That part of the south 30.00 feet of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLAT No. 27-61 as is the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota which lies east of the northerly extension of the west line of Lot 1, Block 1, Hassan Industrial Park according to the recorded plat thereof situate in Hennepin County, Minnesota and which lies west of Line 1 described below.

Line 1: Beginning at the Boundary corner B11 as shown on MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLAT No. 27-60 as the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota, thence northerly to Boundary Corner B4 as shown on MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLAT No. 27-61 as the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota, and there terminating.

All being part of the Southeast Quarter of the Northwest Quarter of Section 11, Township 120, Range 23, Hennepin County Minnesota.

Parcel 3:

That part of the East Half of the Southwest Quarter of Section 11, Township 120, Range 23, Hennepin County, Minnesota which lies East of the northerly extension of the west line of Lot 1, Block 1, Hassan Industrial Park, according to the recorded plat thereof, Hennepin County, Minnesota and which lies west of Line 1 described below and which lies north of Line 2 described below:

Line 1: Beginning at the point of termination of said Line 2; thence northerly on an azimuth of 00 degrees 23 minutes 50 seconds for 300.00 feet to Right Of Way Boundary Corner B4 as shown Minnesota Department of Transportation Right Of Way Plat Numbered 27-61 as the same is on file and of record in the Office of the County Recorder in and for Hennepin County, Minnesota and there terminating.

Line 2: Beginning at Right of Way Boundary Corner B6014 as shown on Minnesota Department of Transportation Right of Way Plat Numbered 27-60 as the same is on file and of record in the Office of the County Recorder in and for Hennepin County, Minnesota; thence southerly on an azimuth of 180 degrees 19 minutes 38 seconds along the boundary of said plat for 35.04 feet to Right of Way Boundary Corner B13; thence on an azimuth of 90 degrees 19 minutes 38 seconds along the boundary of said plat for 774.94 feet to Right of Way Boundary Corner B12; thence on an azimuth of 135 degrees 21 minutes 44 seconds along the boundary of said plat for 141.33 feet to Right of Way Boundary Corner B11 and there terminating.

PID # 24-120-23-22-0018.

RESOLUTION NO. 2018 - 103

A RESOLUTION APPROVING A VARIANCE TO ALLOW DUSTIN BREIWICK TO EXCEED THE ALLOWABLE AMOUNT OF OUTDOOR STORAGE, LOCATED AT 14490 NORTHDAL E BOULEVARD

WHEREAS, Dustin Breiwick (“Applicant”), has submitted an application to the City of Rogers (“City”), requesting a variance to exceed the allowable amount of outdoor storage area for the property located at 14490 Northdale Boulevard (“Subject Property”); and

WHEREAS, the Subject Property has two buildings on the property for a total of 12,500 square feet, located in the Highway Business (“B-3”) zoning district; and

WHEREAS, outdoor storage is permitted through approval of a Conditional Use Permit and allows up to 20% of building area to be used for outdoor storage; and

WHEREAS, the Applicant proposes to exceed the outdoor storage area by 10% building area, or 1,260 square feet; and

WHEREAS, instead of granting approval allowing 30% of the building area for outdoor storage, the Planning Commission accepted staff recommendation to allow for 8% building area to be used for outdoor storage of landscaping materials, and to allow eight (8) trucks and trailers to be stored outdoors; and

WHEREAS, on November 20, 2018 the Planning Commission (“Commission”) conducted a public hearing to consider the application and to receive public comment on the proposed variances; and

WHEREAS, the Commission discussed the variance provisions and established variance criteria was met in considering the submitted application.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the variance request from Dustin Breiwick to exceed the allowable amount of outdoor storage is hereby approved, subject to the following conditions:

1. The outdoor storage of landscaping materials shall not exceed 8% of building areas.
2. Eight (8) trucks and trailers are permitted to be located on the property as it contributes to outdoor storage.
3. All outdoor storage of trucks, trailers and materials must be located in the designated rear yard on a paved surface.
4. All outdoor storage shall be organized in a clean manner, in the designated area as shown on the site plan.
5. Up to six (6) company pickup trucks are allowed to be parking in the 38 designated parking stall overnight.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passes and adopted, and was signed by the Mayor, and attested by the Clerk dated 27th day of November, 2018.

Rick Ihli, Mayor

ATTEST:

Stacy Scharber, City Clerk

EXHIBIT A

Legal Description:

Parcel 1:

Lot 1, Block 1, Hassan Industrial Park, Hennepin County, Minnesota.

Parcel 2:

That part of the south 30.00 feet of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLAT No. 27-61 as is the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota which lies east of the northerly extension of the west line of Lot 1, Block 1, Hassan Industrial Park according to the recorded plat thereof situate in Hennepin County, Minnesota and which lies west of Line 1 described below.

Line 1: Beginning at the Boundary corner B11 as shown on MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLAT No. 27-60 as the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota, thence northerly to Boundary Corner B4 as shown on MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLAT No. 27-61 as the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota, and there terminating.

All being part of the Southeast Quarter of the Northwest Quarter of Section 11, Township 120, Range 23, Hennepin County Minnesota.

Parcel 3:

That part of the East Half of the Southwest Quarter of Section 11, Township 120, Range 23, Hennepin County, Minnesota which lies East of the northerly extension of the west line of Lot 1, Block 1, Hassan Industrial Park, according to the recorded plat thereof, Hennepin County, Minnesota and which lies west of Line 1 described below and which lies north of Line 2 described below:

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PID # 24-120-23-22-0018

ARCHITECTURE
INTERIOR DESIGN



INSIDE OUTSIDE
ARCHITECTURE, INC.

Lea E. Kangas
14165 James Rd, Suite 200A
Rogers, MN 55374
763-428-5870

CONSULTANTS

PROJECT

A Topnotch
Equipment, Inc.
Breiwick
Companies, Inc.

Rogers, MN

CONTENTS

ARCHITECTURAL
SITE PLAN
PARKING &
OUTDOOR DISPLAY

CERTIFICATION

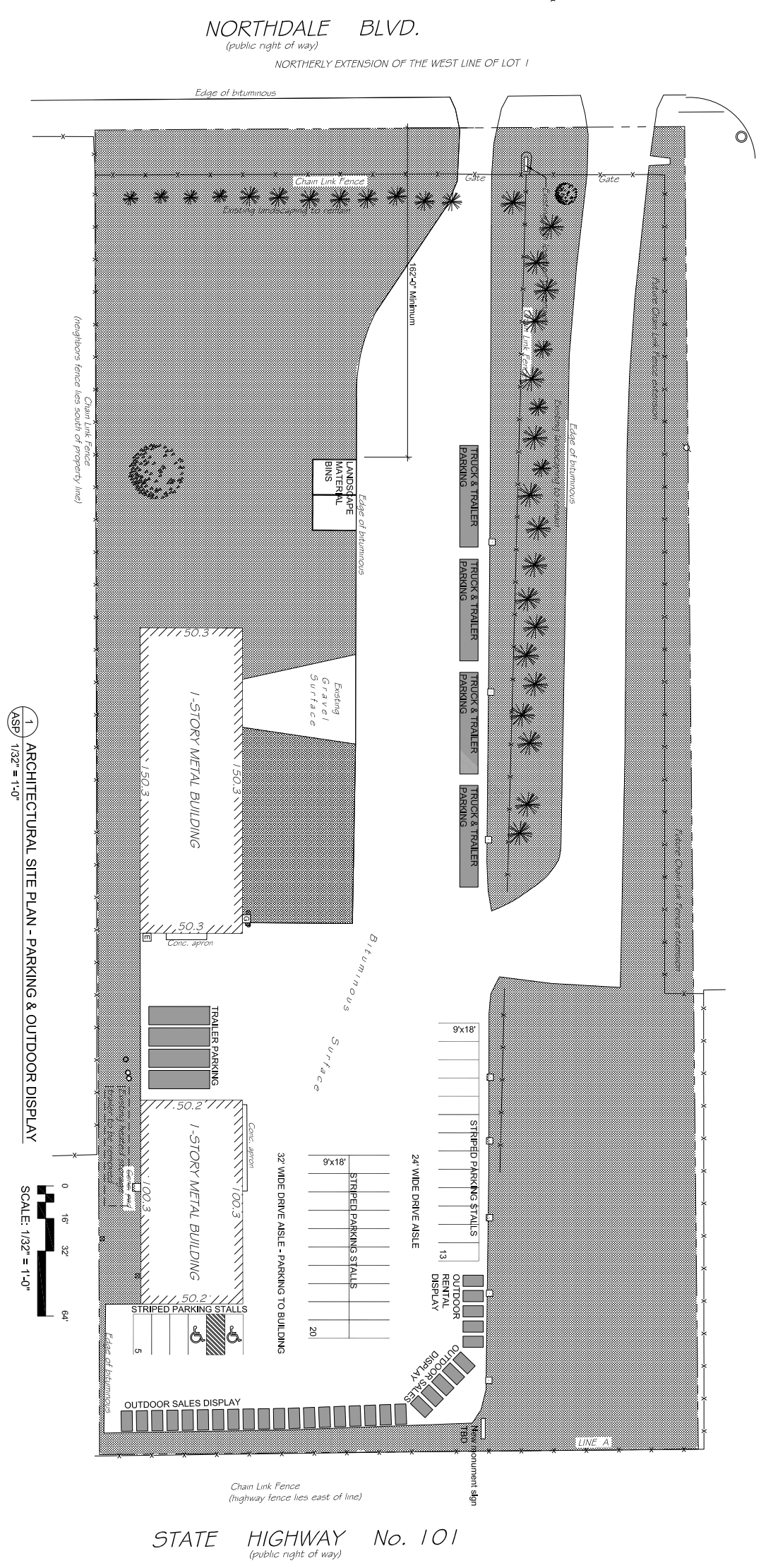
CUP SUBMITTAL
DOCUMENT

Not for construction purposes

State Registration # 26203
Date 11-20-2018

ASP

* COPYRIGHT 2018 ©*
This plan is copyrighted and shall be used
only for the building shown and
is not to be copied or reproduced without written
permission from Inside Outside Architecture, Inc.





October 8th, 2018

City of Rogers
22350 South Diamond Lake Road
Rogers, MN 55374

Re: Conditional Use Permit (CUP)
Address: 14490 Northdale Blvd, Rogers MN 55374

To Whom It May Concern,

In September of 2018, I signed a Purchase Agreement to purchase the above referenced property, which I understand requires Conditional Use Permits (CUP). The name of my two companies are Breiwick Companies, Inc and A Top Notch Equipment, Inc., which I own 100% of both. Breiwick Companies is a lawn, snow removal, and landscape company that services the NW metro. TNE is a sales, rental, and repair company for lawn, landscape, and construction equipment. We are currently located at 5505 N Hwy 169, Plymouth Mn 55442. You can learn more about us on our website, which is www.breiwick.com and www.topnotchequipment.com

I am purchasing this property for location and size of lot. We currently operate out of a facility that is 4 times less in size. This Rogers location gives us more than enough space to run efficiently and offers a lot of room to grow. I currently employ 24 people between BCI and TNE. The attached drawing shows how we would like to utilize the space. We would like to request the 4 following CUP's

1. Outside storage of materials: The materials would be screened dirt and plant material debris. We would construct concrete block holding bins. The bins would hold up to 20 yds of material each. Size 4Hx12Wx16L each. Please see map for areas.
2. Outside Storage for trucks and trailers: We would like the ability to park our business trucks and trailers not for sale or rent on the property. Please view map.
3. Outdoor Display: We would like to have an outdoor display for equipment for sale and rent. Please see map for display areas.
4. Storage tanks: We would like the ability to have 2 fuel tanks for filling equipment. One tank would be a UL2080 and the Other be a UL2085

Our plan for the main 5000sqft building is to remove several of the offices and create an indoor showroom. We also plan to update and remodel the interior and exterior of the building. Our plan for the 7500sqft cold storage building is to create 2000sqft of heated warehouse. Finally, we would like to add landscaping around the buildings and property entrance to enhance the overall curb appeal of the property.

As a Rogers resident and a Rogers youth hockey coach I am extremely excited to also become a part of the Rogers business community. Please feel free to contact me with any questions.

Regards,

Dustin Breiwick
President
Breiwick Companies Inc
www.breiwick.com
763-767-9230
Cell:612-242-7074

Top Notch Equipment
President
www.topnotchequipment.com
763-398-0079

ALTA/NSPS LAND TITLE SURVEY FOR:

DUSTIN BREIWICK

5505 U. S. Highway No. 169
Plymouth, MN 55442

Legal Description

Parcel 1:
Lot 1, Block 1, Hassan Industrial Park, Hennepin County, Minnesota.

Parcel 2:
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Note Corresponding to Schedule B, Part II

- 1 Item 1 - Is not a survey issue.
- 2 Item 2 - Is not a survey issue.
- 3 Item 3 - Not to our knowledge.
- 4 Item 4 - Encroachments as shown hereon AND gap between Parcel 1 and Parcel 3.
- 5 to 12 Items 5 thru 12 - Are not a survey issues.
- 13 Item 13 - Access rights to State of Minnesota affect property per doc. no. 3795418 as shown hereon.
- 14 Item 14 - Location of MNDOT Right-of-Way Plat No. 27-61 as shown hereon.
- 15 Item 15 - Easements per plat of Hassan Industrial Park affect property as shown hereon.
- 16 Item 16 - Resolution vacating 145th Ave. N. per doc. no. A9504921 have vacated all that part of Town Road encompassing those portions of subject property and thus does not encumber property.
- 17 Item 17 - Right of way easement per doc. no. 6472752 does not encumber property.
- 18 Item 18 - Is not a survey issue.
- 19 Item 19 - Is not a survey issue.
- 20 Item 20 - Is not a survey issue.
- 21 Item 21 - Is not a survey issue.
- 22 Item 22 - Fence locations as shown hereon.
- 23 Item 23 - Easements, if any, for overhead utility lines not provided.
- 24 Item 24 - Is not a survey issue.
- 25 Item 25 - Is not a survey issue.

ALTA/NSPS Land Title Survey Certification

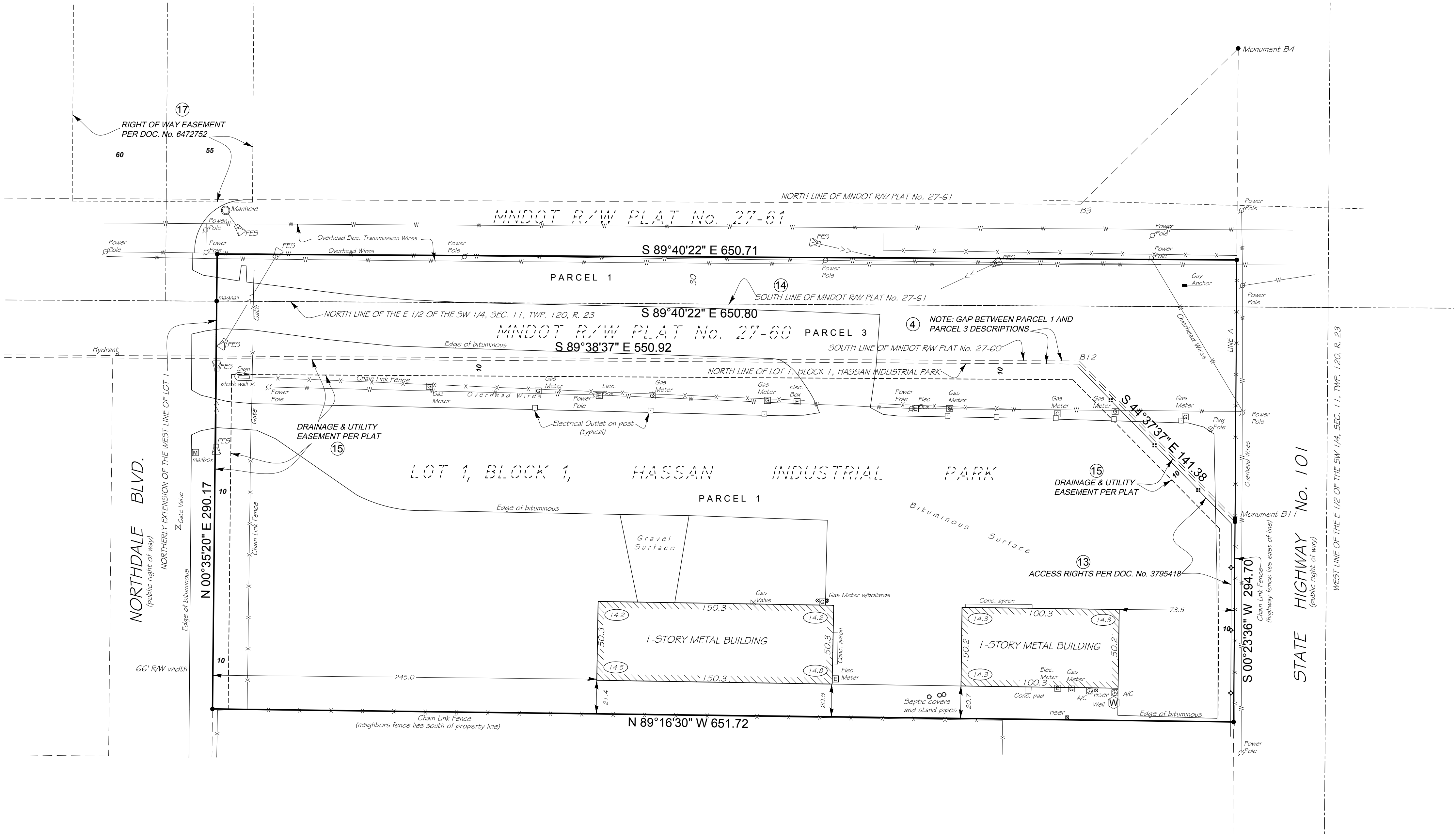
To Dustin Breiwick, 21st Century Bank, its successors and/or assigns as their respective interests may appear, All American Commercial Title, Inc. as agent for Old Republic National Title Insurance Company as follows:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA, and NSPS, and includes Items 1, 2, 3, 4, 6(b), 7(a)(c), 8, 9 and 11 of Table A thereof.
The field work was completed on October 24, 2018.
Dated this 25th day of October, 2018.

Prepared by:

DEMARC
LAND SURVEYING & ENGINEERING
7601 73rd Avenue North
Minneapolis, Minnesota 55428

Signed: *Gregory R. Prash*
Gregory R. Prash Registration No. 24992



Legend of Symbols and Abbreviations

- Denotes Found Iron Monument
- Denotes Iron Monument Set
- ⊗ Bollard
- ☀ Light
- ⚡ Power Pole
- Manhole
- ⊗ Catch Basin
- ⊗ Flared End Section for Storm Sewer
- ⊗ Electrical Outlet on Wood Post
- ⊗ Height of building to adjacent ground

Current Zoning Information

Source of Information: Planning Dept, City of Rogers Web Site				
City Address: 22350 South Diamond Lake Road, Rogers, MN 55374				
City Phone: 763-428-2253				
Zoning District(s): B-3				
Zoning Definition: Highway Business				
Building Setback Requirements				
Front Yard Setback	Observed 245.0 feet	Required 50 Feet	N/A	Notes
Side Yard Setback	see survey	20 Feet		
Rear Yard Setback	73.5 feet	20 Feet		
Parking Tabulation				
Regular Spaces	Observed not marked	Required see note	Dependent on use of property.	Notes
Handicapped Spaces	not marked			
Total Parking Spaces	N/A	see note		
Height Restrictions				
Maximum Height	Observed 14.8 feet	Max. Allowed 35 Feet	N/A	Notes
Bulk Restrictions				
Lot Area	Observed 190440 sq.ft	Required not listed		Notes
Coverage Ratio				
Other:	N/A	N/A		

NOTE: Because there may be a need for further interpretation of the applicable zoning codes, we refer you to the above referenced municipality and the applicable zoning codes.

Miscellaneous Notes

- MN 1 Legal description and easements, if any, per title commitment from All American Commercial Title, Inc. as agent for Old Republic National Title Insurance Company., File No. 104507, dated September 14, 2018.
- MN 2 Property Address: 14490 Northdale Boulevard, Rogers, MN 55374
- MN 3 Area of Parcel = 190440 sq.ft
- MN 4 Property is in Flood Zone "X" (area of minimal flooding) per FEMA panel map number 27053C00033F, dated November 4, 2016.
- MN 5 Per item 6 of certification: No zoning report or letter provided. Zoning information shown obtained thru City web site.
- MN 6 There is no observable evidence of cemeteries or burial grounds on subject property.
- MN 7 There are no ponds, lakes, springs or rivers boarding on or running through subject property.
- MN 8 Access is gained to the subject property via Northdale Blvd. which is a dedicated public right-of-way.
- MN 9 There is no observable evidence of earth moving work, building construction or building additions within recent months.
- MN 10 There are no changes in street right of way lines either completed or proposed as available from the controlling jurisdiction.
- MN 11 There is no observable evidence of recent street or sidewalk construction or repairs.
- MN 12 There is no observable evidence of site use as a solid waste dump, sump or sanitary landfill.





REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: November 27, 2018

Agenda Item: No. 5.9

Subject: Approval of Resolution 2018-105 Approving the Loan of a Minnesota Investment Fund Grant to Graco Minnesota Inc. and Related Documents

Prepared By: Steve Stahmer, City Administrator

Recommended City Council Action

Motion to approve Resolution 2018-105 Approving the Loan of a Minnesota Investment Fund Grant to Graco Minnesota Inc. and Related Documents

Overview / Background

Council has previously authorized application to the Department of Employment and Economic Development (DEED) Minnesota Investment Fund (MIF) program on behalf of Graco Minnesota as part of their proposed expansion project. That application was successful and DEED subsequently awarded \$700,000 in MIF funding to the project in the form of a forgivable loan (converting to a grant if all necessary jobs and investment goals are met) which will pass through the City.

As part of this required pass-through, a grant agreement between the City and DEED is necessary. As the parties began to review and negotiate those documents, the State of Minnesota made changes to the mandatory language (coming from new state statute and/or the MN Department of Administration) involving bidding requirements and indemnification for intellectual property claims. These changes came after the loan/grant had already been awarded by DEED and after City and company attorneys and staff had already reviewed the version originally submitted by DEED. Because of the new requirements staff and the City's attorney have had extensive discussions with DEED and company over the past two months, with the goal of achieving approval of the negotiated language by DEED.

In dealing with the state-required intellectual property indemnity language, we believe a compromise point has been reached where the City will agree to indemnify the State for any claims arising from works/materials/documents developed by the City (No, no one has been able to offer an example of what this type of work/scenario would even be in the case of this pass-through grant/loan) and the company will in turn be required to indemnify the City for any such claims that would be the result of their work/project (anything that is not the result of actions by the City itself). Our attorney has indicated that she sees very little risk related to intellectual property indemnification and cannot articulate what that risk could even stem from (nor can DEED/State staff), but the City is generally reluctant to indemnify other parties without further indemnification of the City itself by the company, in this case. Final language is pending from DEED on the Loan Agreement indemnity section (more below on final language).

As of the writing of this memo, the final documents are again still in progress, including the grant

contract and associated loan docs. Because they are very close to the final products, with some revision likely to occur, they are attached to this memo for Council review. Final documents will be provided when available, with redlined changes highlighted for comparison by Council. Some final revisions may even occur after Council approval, to the extent that minor, non-substantive changes may be needed to finalize the documents. The intent is to be able to bring to Council as soon as possible so as to keep the project on schedule, but while acknowledging the limitations of the State review and approval process.

Staff Recommendation

Staff recommends approval of the grant contract and related loan documents per Resolution 2018-105.

ATTACHMENTS:

Description

Res 2018-105

DEED MIF Grant Contract and Loan Documents, Graco Expansion

RESOLUTION NO. 105

CITY OF ROGERS COUNTY OF HENNEPIN STATE OF MINNESOTA

RESOLUTION APPROVING THE LOAN OF A MINNESOTA INVESTMENT FUND GRANT TO GRACO MINNESOTA INC. AND RELATED DOUMENTS

Section 1. Recitals.

1.01 Graco Minnesota Inc., a Minnesota corporation (the “Borrower”), desires to finance the purchase of machinery and equipment to be installed in connection with an expansion of its approximately 435,000 square foot existing manufacturing facility (the “Facility”) on real property located in the City of Rogers, Minnesota (the “City”), and the Borrower has requested financial assistance from the City to purchase the equipment.

1.02 The City has received and reviewed the Minnesota Investment Fund Loan Agreement (the “Loan Agreement”) between the City and the Borrower providing for the loan of grant funds in the amount of \$700,000 to the Borrower (the “Loan”) which agreement includes a “business subsidy agreement” as defined in Minnesota Statutes, Sections 166J.993 to 116J.995, as amended (the “Business Subsidy Act”).

1.03 The City will enter into a Grant Agreement (the “Grant Agreement”) with the Minnesota Department of Employment and Economic Development (“DEED”) to obtain grant funds in the amount of \$700,000 which will be loaned to the Borrower pursuant to the Loan Agreement.

1.04 To evidence the repayment obligations of the Borrower under the Loan Agreement, the Borrower will execute and deliver to the City a Promissory Note (the “Note”), a Security Agreement (the “Security Agreement”) providing a security interest in certain equipment for the benefit of the City, and such additional documents if required and deemed necessary by the City Administrator or the Minnesota Department of Employment and Economic Development to provide additional security for the Loan, including but not limited to, one or more guaranties or a mortgage (the “Additional Security Documents”).

1.05 The Loan Agreement includes a “business subsidy agreement” as defined the Business Subsidy Agreement. The City conducted a duly noticed public hearing as required by Section 116J.994, subdivision 5 of the Business Subsidy Act on June 26, 2018 on the proposed Loan to be made to the Borrower pursuant to the Loan Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council (“Council”) of the City of Rogers as follows:

Section 2. Approval of Loan Agreement and Related Documents.

2.01. The City hereby finds, determines and declares that it is in the public interest of the residents of the City that the project as described in the Loan Agreement be undertaken in the City.

2.02. The Loan Agreement, including the business subsidy agreement provided therein, the Grant Contract, the Security Agreement and the Note as presented to the City are hereby in all respects approved, in substantially the forms submitted, together with any related documents necessary in connection therewith, (collectively, the “Loan Documents”) and the Mayor and City Administrator are hereby authorized and directed to execute the Loan Documents on behalf of the City and to carry out, on behalf of the City, the City’s obligations thereunder. The Mayor and City Administrator are hereby authorized and directed to execute any such Additional Security Documents as may be deemed necessary and appropriate and approved by legal counsel to the City and by the City Administrator.

2.03. The approval hereby given to the Loan Documents and the Additional Security Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the Mayor and City Administrator prior to executing said documents; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the Mayor and City Administrator shall be conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of said officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the Council by any duly designated acting official, or by such other officer or officers of the Council as, in the opinion of the City Attorney, may act in their behalf.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 27th day of November, 2018.

Rick Ihli, Mayor

ATTEST:

Stacy Scharber, City Clerk

STATE OF MINNESOTA
GRANT CONTRACT _____

DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
ECONOMIC DEVELOPMENT DIVISION

Minnesota Investment Fund Grant Contract

Grant Number: CDAP-18-0011-H-FY18

Grant Amount: \$700,000

Grantee: City of Rogers

Borrower: Graco Minnesota, Inc.

This Grant Contract is between the State of Minnesota, acting through the Department of Employment and Economic Development, Economic Development Division, 332 Minnesota St., Suite E200, St. Paul, MN 55101 ("STATE") and City of Rogers, 22350 S. Diamond Lake Road, Rogers, MN 55375 ("GRANTEE").

Recitals

1. Under Minn. Stat. §116J.993 and 116J.994 which established the guidelines for providing business subsidies, and 116J.8731, which established the Minnesota Investment Fund, the State is empowered to enter into this Grant Contract.
2. The State is in need of local government to administer financial assistance to eligible projects in accordance with Minn. Stat. § 116J.8731 Minnesota Investment Fund; Minnesota Rules Chapter 4300; and policies and procedures developed by the State.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract to the satisfaction of the State.
4. The Grantee and State are entering into this Grant Contract for public purposes that include the creation or retention of jobs that pay quality wages, the enhancement of economic growth in the State of Minnesota and the expansion of the tax base of the local community where the business will locate or expand.

Defined Terms

Defined terms. As used in this Grant Contract, the following terms shall have the meanings set out respectively after such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

"Application" means the Grantee's application to the State for a Minnesota Investment Fund award for the purpose of providing a loan to Graco Minnesota Inc.

“Benefit Date” means the earlier of the date equipment financed through a Minnesota Investment Fund loan is fully operational as defined in Section 1.2 of the **Term of Agreement** on page two of this Grant Contract.

“Compliance Date” means the date two years from the Benefit Date at which job creation and wage goals by the Borrower must be satisfied.

“Full-Time Equivalent (FTE)” is one or more people working a sum of 2,080 hours in a calendar year.

“Loan Agreement” is a document between the Grantee and Borrower defining the terms and conditions of the Loan.

1. **Term of Agreement**

1.1 **Effective Date:**

The award date of July 20, 2018 or the date State obtains all required signatures under Minn. Stat. § 16B.98 subd. 5, whichever is later. Per Minn. Stat. § 16B.98 subd. 7, no payments will be made to the Grantee until this Grant Contract is fully executed. The Grantee must not begin work under this Grant Contract until this Grant Contract is fully executed and the Grantee has been notified by the State’s Authorized Representative to begin the work.

1.2 **Benefit Date:** 09/30/2018

1.3 **Compliance Date (One):** 09/30/2020

1.4 **Compliance Date (Two):** 09/30/2021

1.5 **Expiration Date (One):** 12/30/2020

1.6 **Expiration Date (Two):** 12/30/2021

1.7 **Survival of Terms.** The following clauses survive the expiration or cancellation of this Grant Contract: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction and Venue; 15. Data Disclosure; and Exhibit A 4. Repayments.

2. **Grantee’s Duties**

The Grantee, who is not a State employee, will:

2.1 Perform the duties specified in Exhibit A which is attached and incorporated into this Grant Contract.

2.2 Include in any contract and sub-grant, including the Loan Agreement with the Borrower, in addition to provisions that define a sound and complete agreement, such provisions that require contractors, sub-grantees and the Borrower to comply with applicable state and federal laws.

2.3 Job Listing Agreements. Minn. Stat. § 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives more than \$200,000 a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.

2.4 Ensure that all contractors and subcontractors performing work covered by this Grant are paid for their work that is satisfactorily completed. The Grantee's sole obligation pursuant to this provision relates to contractors or subcontractors directly hired by the Grantee, such as the City's municipal advisor. The Grantee has no obligation or duty under this Section 2.4 relating to contractors or subcontractors hired directly or performing work on behalf of the Borrower.

2.5 Grantee shall make all reasonable efforts to collect and shall bear all costs associated with monitoring, servicing, reporting, and enforcing the terms of the Loan Agreement.

2.6 Comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4 (a) (1).

3. Time

The Grantee must comply with all of the time requirements described in this Grant Contract. In the performance of this Grant, time is of the essence.

4. Consideration of payment

4.1 **Consideration.** The State will pay the Grantee under this Grant Contract as follows:

a) **Compensation.** The Grantee will be reimbursed according to the approved Budget contained in Exhibit B, which is attached and incorporated into this Grant Contract.

b) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

c) **Total Obligation.** The total obligation of the State for all compensation and reimbursement to the Grantee under this Grant Contract will not exceed \$700,000.

4.2 **Payment Request.** The State will disburse funds to the Grantee pursuant to this Grant Contract, based upon payment requests submitted by the Grantee and reviewed and approved by the State. All funds must be disbursed within a twelve-month period of the Initial Disbursement Date with a maximum of one

disbursements. Payment requests must be accompanied by supporting invoices that relate to the activities in the approved budget and the documentation detailed in Section 4.3 of this Grant Contract. The State will provide payment request forms.

If the Grantee has received invoices from the Borrower for expenditures made after Effective Date of this Grant Contract but before the Grant is closed or until all funds are disbursed, whichever is earlier, the Grantee shall submit those invoices to the State for review and approval no later than 25 days after the end date of the state fiscal year of June 30th. To ensure that all funds are drawn down by the Expiration Date of the Grant Contract, all Grantee payment requests must be received by the State at least 30 days prior to the Expiration Date.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§ 177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

The provisions of this Section 4.3 shall apply only to contracts for supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property entered into directly by the Grantee. This Section is not applicable to contracts for supplies, materials, equipment contracts for supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property entered into by the Borrower.

4.4 Documentation. The following information must be submitted and approved by the State before funds will be released:

- a) **Loan Documents.** Minnesota Investment Fund Loan Agreement, promissory note, amortization schedule, corporate guaranty and evidence of security filings (security agreement with UCC filing).
- b) **Lender Documents.** Documentation that participating lenders and or equity injections have closed on their financing:
 - 1) Evidence of borrower's equity injection in the amount of \$72,965,000;
 - 2) Proof of EDIF Grant for \$863,000 from Hennepin County;
- c) **Invoices.** Invoices or other documentation as approved by DEED Loan Officer for \$700,000 MIF reimbursement costs and \$72,965,000 in leverage costs.
- d) Funds will be released on a cost-sharing basis of one to one match.
- e) **Eligible Costs.** Eligible costs include the costs identified in Exhibit B of this Grant Contract that are incurred during the contract period for equipment in the corporate boundaries of the Grantee.

5 Conditions of Payment.

All services provided by the Grantee under this Grant Contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

The State will not authorize disbursement of funds if there has been any adverse change in the Borrower's financial condition, organization, operations, or their ability to repay the project financing. Funds must be disbursed to the Borrower within 21 days of receipt of MIF money.

6 Authorized Representative.

The State's Authorized Representative is Chinwe Ngwu, Senior Loan Officer, 1st National Bank Building, 332 Minnesota Street, Suite E200, St. Paul, MN 55101, 651-259-7427, chinwe.ngwu@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each payment request form submitted for payment.

The Grantee's Authorized Representative is Jason Ziemer, City Planner and Community Development Coordinator, Rogers, MN, 55374, 763-428-2253, jziemer@rogersmn.gov, or his/her successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

7.1 Assignment. The Grantee shall neither assign nor transfer any rights or obligations under this Grant Contract without the prior written consent of the State, approved by the same parties who executed and approved this Grant Contract, or their successors in office.

7.2 Amendments. Any amendment to this Grant Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Contract, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this Grant Contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete. This Grant Contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract, whether written or oral, may be used to bind either party. Where provisions of the Application are inconsistent with the other provisions of this Grant Contract, the other provisions of this Grant Contract will take precedence over the provisions of the Application.

8. Liability

Subject to the provisions and limitations of Minn. Stat. § 466, the Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes

of action, including attorney's fees incurred by the State, arising from the performance of this Grant Contract by the Grantee or the Grantee's agents or employees. This Clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract.

9. State Audit

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Contract or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of seven (7) years from the end of this Grant Contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices

- a. **10.1 *Government Data Practices.*** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.
- b. **10.2 *Intellectual Property Representations.*** The Grantee represents and warrants that Grantee's intellectual property used in the performance of this Grant does not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of Grantee's intellectual property used in the performance of this Grant infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11. Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the

Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12. Publicity and Endorsement

12.1 *Publicity.* Any publicity regarding the subject matter of this Grant Contract must identify the State as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 *Endorsement.* The Grantee and the Borrower must not claim that the State endorses its products or services.

13. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Contract. Venue for all legal proceedings out of this Grant Contract, or its breach, must be in the appropriate state court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination

14.1 *Termination by the State.* The State may immediately terminate this Grant Contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro-rata basis for approved costs incurred.

14.2 *Termination for Cause.* The State may immediately terminate this Grant Contract if the State finds that there has been a failure to comply with the provisions of the Grant Contract, legal documents required for disbursement have not been executed within 90 days of execution of this Grant Contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to distribute additional funds and requiring the return of all or part of the funds already disbursed.

14.3 *Termination for Insufficient Funding.* The State may immediately terminate this Grant Contract if:

- a) It does not obtain funding from the Minnesota Legislature;
- b) 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 or electronic notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment determined on a pro-rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the

contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of lack of funding within a reasonable time of the State's receiving that notice.

15. Data Disclosure

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved with the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

Other Provisions

16. Conflict of Interest

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn. Stat. § 16B.98 and Department of Administration, Office of Grants Management, Policy Number 08-01 Conflict of Interest Policy for State Grant-Making. When a conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

In cases where a perceived, potential, or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant agreement, they must immediately notify the State for appropriate action steps to be taken, as defined above.

The Grantee must complete a Conflict of Interest Disclosure agreement and attach it to their proposal.

17. Successors and Assignees

This Grant Contract shall be binding upon any successors or assignees of the parties.

18. Minnesota Business Subsidy Law

This Grant Contract must comply with the Minnesota Business Subsidy Law, Minn. Stat §§ 116J.993-116J.995 as applicable.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § §16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s)

3. STATE AGENCY

By: _____

(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the Grant Contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative – Photo Copy

EXHIBIT A GRANTEE DUTIES

The Grantee, who is not a State employee, will,

1. Administer the project in accordance with the requirements of the Minnesota Investment Fund Program, Minn. Stat. § 116J.8731; Minn. Rules, Chapter 4300; and policies and procedures developed by the State.
2. Enter into a Loan Agreement with the Borrower for \$700,000, ("LOAN") and assure the following conditions are included in such Loan Agreement:

2.1 Conditions

- a) Loan Term: 3 years
- b) Interest Rate: 0% (unless increased as defined in the Promissory Note)
- c) Collateral: Security Agreement and UCC filing on equipment
- d) Guaranty: The corporate guaranty of Graco Inc. is required if funds are disbursed upfront.

2.2 Job Creation and Wages

- a) As of the project award date, the Borrower identified 1569 full time equivalent (FTE) base jobs that must be maintained through the Compliance Date in Minnesota. If necessary base job number will be amended following the Effective Date to account for fluctuation during contract processing periods.
- b) Only jobs created on or after the Effective Date as defined in Section 1.1 of the Term of Agreement, will be counted towards the job creation and wage goal in 2.2(C).
- c) The Borrower will create an additional fifty four (54) within two (2) years and sixty seven (67) within three (3) years permanent non-contract FTE jobs between the Effective Date and the Compliance Date. Each job created may be included in only one "wage bracket" as stated below:
 - (i) Thirty five (35) jobs paying at least \$15.10 per hour in cash wages, exclusive of Benefits. The Borrower is entitled to Loan Proceeds in the amount of \$8540 for each job created in this "wage bracket one";
 - (ii) Twenty eight (28) jobs paying at least \$20.77 per hour in cash wages, exclusive of Benefits. The Borrower is entitled to Loan Proceeds in the amount of \$11,750 for each job created in this "wage bracket two";
 - (iii) Four (4) jobs paying at least \$32.02 per hour in cash wages, exclusive of Benefits. The Borrower is entitled to Loan Proceeds in the amount of \$18,025 for each job created in this "wage bracket three"; and

- d) All Jobs created through the Compliance Date must pay at least \$13.27 per hour, including Benefits, on the Compliance Date. Benefits are defined as one or more of the following: health, dental, life and disability insurance, retirement program and profit sharing paid by the Borrower.
- e) If the Borrower fails to meet the job creation and wage goal level commitments on the Compliance Date, the Grantee may, after holding a public hearing, extend the grant period for one year from the Compliance Date, after approval by the State. If, after the extension, the Borrower fails to meet the job creation goal and wage level commitment, the Borrower will be required to repay the Grantee all or a proportional share of the Loan funds on an accelerated term for each “FTE wage bracket” as follows:
 - i. For each job not created for jobs paying at least 15.10 per hour in cash wages, exclusive of Benefits, as defined in “wage bracket one” will have a claw back of \$8540 per job;
 - ii. For each job not created for jobs paying at least \$20.77 per hour in cash wages, exclusive of Benefits, as defined in “wage bracket one” will have a claw back of \$11,750 per job;
 - iii. For each job not created for jobs paying at least \$32.02 per hour in cash wages, exclusive of Benefits, as defined in “wage bracket one” will have a claw back of \$18,025 per job;
- f) **In the event that no jobs are created by the revised Compliance Date, or all jobs created do not meet the commitment noted in 2.2 (C), the Grantee will be required to return all loan funds to the State on an accelerated basis.**

2.3 Payment of Prevailing Wages to Contractors

Minn. Stat. § 116J.871 applies if a business receives \$500,000 or more in State loan funds and the State funds are used for construction, installation (including equipment), remodeling and repairs.

2.4 Loan Forgiveness

If the job creation goals and wage level commitments detailed in Sections 2.2 in Exhibit A of this Grant Contract are met on the Compliance Date, the Loan will be forgiven.

- 3. Require the Grantee’s attorney to review the loan agreement, promissory note, security agreement, guaranty and/or other documents, if any, considered necessary to secure the loan to ensure they are valid, binding and enforceable.
- 4. For any portion of the loan which is repayable under the Loan Agreement or which becomes repayable pursuant to Section 2.2(d) or (e) of this Exhibit A, the Grantee shall make all reasonable effort, in consultation with the State, to collect the repayable portion of the loan. If, after all reasonable effort has been made to collect, the Borrower

continues to owe any repayable portion of the loan, the Grantee will have no obligation to repay the loan to the State from the Grantee's own funds, notwithstanding any funds owing under Section 4 of this Exhibit A. The Grantee shall continue to be obligated to the remit to the State any loan funds that may be recovered from the Borrower in the future.

5. The Grantee will establish and maintain a revolving loan fund (RLF) consistent with Minn. Stat. § 116J.8731 Minnesota Investment Fund; Minnesota Rules Chapter 4300; and policies and procedures developed by the State and the State RLF Guidelines published by DEED. The Grantee must retain financial control and decision making authority regarding the use of repayments from the loan. Upon approval by the State, the Grantee may loan or grant money from its RLF to a regional development commission, or other regional entity, or statewide community capital fund to capitalize or to provide the local match required for capitalization of a regional or statewide RLF.

6. Reporting

a) Minnesota Investment Fund Annual Progress Reports

- 1) Submit to the State annual progress reports on forms provided by the State until the project goals have been met or until the Compliance Date, whichever is later. These reports must be submitted January 25th of each year for the period ending December 31, for as long as the project remains open.
 - a.) January 25, 2019 for the period ending December 31, 2018;
 - b.) January 25, 2020 for the period ending December 31, 2019;
 - c.) January 25, 2021 for the period ending December 31, 2020;
 - d.) January 25, 2022 for the period ending December 31, 2021;
 - e.) The final report is required within 25 days of the Compliance Date (two).
 - f.) The Borrower shall supply to the Grantee a "redacted" payroll report dated as of the Compliance date.
- 2) Grant with past due progress reports per OGM Policy 08-09.
- 3) The final report must be submitted no later than 25 days after the Compliance Date.
- 4) The State, at its discretion, may require the submittal of additional progress reports.
- 5) Information required in these reports may include, but is not limited to the following:
 - Permanent jobs created
 - Hourly base wage
 - Date of hire
 - Job titles
 - Hourly value of benefits
 - Benefits provided

- Project expenditures
- Status of project
- Status of payments

b) Minnesota Business Assistance Form (MBAF) Reports

- 1) Submit to the MN Department of Employment and Economic Development, Office of Economic Analysis, no later than April 1st of each year until the project goals have been met.
7. Keep financial records, including properly executed contracts, invoices, receipts, vouchers, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures made pursuant to this Grant Contract. Accounting methods must be in accordance with generally accepted accounting principles.
8. Complete the project in accordance with the approved budget within the time frames specified in this Grant Contract.
9. Promptly notify the State of any proposed material change in the scope of the project, budget or completion date, which must be approved by the State, prior to implementation.
10. Have on file the necessary documentations to show that all project funds have been used for the items stated in the Application.

Exhibit B
Approved Budget

Use of Funds	MIF	Bank	Equity	Local	Other	Total
Property Acquisition						\$0
Site Improvement			\$3,300,000	\$0		\$3,300,000
Building Renovation						\$0
New Construction			\$42,800,000	\$863,000		\$43,663,000
Machinery & Equip.	\$700,000		\$21,800,000			\$22,500,000
Soil/Utilities			\$2,400,000			\$2,400,000
TIF(City)				\$1,150,000		\$1,150,000
Replating Fees waiver (City)				\$166,500		\$166,500
Other (Furniture, Fixtures, IT)			\$1,665,000			\$1,665,000
Total	\$700,000	\$0	\$71,965,000	\$2,179,500	\$0	\$74,844,500

**LOAN AGREEMENT
MINNESOTA INVESTMENT FUND**

THIS AGREEMENT ("Loan Agreement") is made and entered into as of the ____ day of _____, 20__ by and between the City of Rogers (the "Lender") and Graco Minnesota, Inc. (the "Borrower");

Recitals

1. The Lender has applied to the Minnesota Department of Employment and Economic Development (DEED) for a Minnesota Investment Fund Grant (the "MIF Grant") pursuant to an application (the "Grant Application") and received approval for the MIF Grant; and
2. Grant Contract Number CDAP-18-0011-H-FY18 (the "Grant Contract") between the Minnesota Department of Employment and Economic Development (the "State") and the Lender has been executed and requires that the Borrower provide sufficient funds to complete financing and agree to loan terms with the Lender regarding the MIF Grant; and
3. The parties hereto agree to incorporate into this Loan Agreement by reference the Grant Application and Grant Contract; and
4. Borrower and Lender wish to set forth the terms and conditions upon which Lender will make the Loan to Borrower and for the repayment thereof.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

**ARTICLE 1
Definitions**

Section 1.1. Definitions. In this Loan Agreement, unless a different meaning clearly appears from the context:

"Benefit Date" means the earlier of the date Equipment financed through a Minnesota Investment Fund loan is fully operational or September 30, 2018.

"Benefit" is defined as one or more of the following non-mandated compensation items paid by the Borrower on behalf of employees: health, dental, life and disability insurance, retirement program or profit-sharing.

"City" means the City of Rogers.

"Compliance Date" means the date that is two (2) years from the Benefit Date.

"Development Property" means the real property described in Exhibit A attached hereto which will be improved with the Equipment).

"Effective Date" means _____.

"Expiration Date" means three months from the Compliance Date.

"Equipment" means the machinery and equipment purchased by the Borrower with the Loan Proceeds and described in Exhibit B attached hereto.

"Full-Time Equivalent or "(FTE)" is one or more people working a sum of 2,080 hours in a calendar year.

"Grant Contract" means Minnesota Department of Employment and Economic Development Grant Contract # CDAP-18-0011-H-FY18 and attached hereto as Exhibit C.

"Initial Disbursement Date" means the date of the first disbursement of any Loan Proceeds by the Lender to the Borrower.

"Jurisdiction" means within the corporate boundaries of the Lender.

"Loan" means the funds loaned by the Lender to the Borrower pursuant to this Loan Agreement.

"Loan Documents" means this Loan Agreement, the Promissory Note, the Security Agreement and the Guaranty.

"Loan Proceeds" means the funds disbursed to the Borrower pursuant to this Loan Agreement and any proceeds thereof.

"MIF" means the Minnesota Investment Fund, Minn. Stat. § 116J.8731 and Minn. Rules Chapter 4300.

"MIF Grant" means the award of funds by the State to the Lender pursuant to the Grant Contract.

"New Jobs" means the new permanent, Full-Time Equivalent, non-contract, non-seasonal jobs to be created by the Borrower.

"Project" means the Borrower's expansion of an approximately 435,000 square foot existing manufacturing facility in the City and purchase of Equipment.

"Promissory Note" means the Promissory Note from the Borrower to the Lender in the principal amount not to exceed \$700,000.

"Security Agreement" means the Security Agreement from the Borrower to the Lender.

"State" means the Minnesota Department of Employment and Economic Development.

"Termination Date" means the date of the final payment made by the Borrower to the Lender under the terms of the Loan Agreement and the Promissory Note.

ARTICLE 2

Loan, Use of Proceeds and Conditions of Repayment

Section 2.1. **MIF Loan/Funds.** The Lender agrees, on the terms and subject to the conditions hereinafter set forth, to make a loan to the Borrower in an aggregate principal amount not to exceed \$700,000 for purchase of Equipment, subject to adjustment as provided in Section 8.2. The obligation of the Borrower to repay the Loan shall be evidenced by the Promissory Note. The Borrower's obligations under this Loan Agreement are expressly contingent on the Lender's receipt of the proceeds of the MIF Grant from the State in an amount adequate to make the Loan.

Section 2.2. **Non-MIF (Other) Project Funds.** The Borrower has secured a commitment for the private financing necessary to complete the Project, in a form and under conditions satisfactory to the Borrower and Lender.

(a) The Borrower shall commit not less than \$71,965,000 of equity

(b) Other Project funds as described in the Grant Application must be used at the same amount, for the same purposes and under the same terms, rates and conditions as specified unless written consent is received from the State prior to expenditure.

Section 2.3. **Loan Terms.** The Loan shall be forgiven by the Lender and the State upon satisfaction by the Borrower of the terms of this Loan Agreement; specifically the job creation and wage goals set forth in section 8.2(b). In the event the Loan is not forgiven, the Loan shall be repayable as set forth in Section 8.2 of this Loan Agreement.

The Loan terms may not be modified without prior written approval from the State.

Section 2.4. **Early Repayment.** The Promissory Note may be prepaid in whole or in part at any time without penalty. A prepayment shall first be applied against any accrued interest, and then against any outstanding and past due payments which are due and owing hereunder or under the Promissory Note, and then the remaining portion of such prepayment shall be applied against the remaining outstanding and unpaid principal balance of the Promissory Note.

Section 2.5. **Maintenance and Operation of the Project.** As long as any portion of the Loan is still outstanding, Borrower shall maintain and operate the Project and use the Loan Proceeds in compliance with the terms of the Minnesota Investment Fund Act (MIF), the Grant Contract this

Loan Agreement, and all applicable federal, state and local laws, regulations and ordinances, including but not limited to all environmental laws and regulations.

Article 3 Conditions of Lending

Section 3.1. **Condition Precedent to Any Advance.** The obligation of the Lender to close the Loan and disburse the Loan Proceeds to Borrower shall, subject to waiver by the State, be subject to the condition precedent that the Lender shall have received on or before the date of such closing the Promissory Note and Security Agreement duly executed by the Borrower. The Borrower will provide identifying information for the Equipment prior to any disbursement of the loan in accordance with Section 9.3 hereof.

Section 3.2. **Further Conditions Precedent to Disbursement.** The obligation of the Lender to disburse the Loan Proceeds shall also be subject to the following conditions precedent:

- (a) The Loan which is being made to the Borrower shall be consistent with the provisions of the MIF Program.
- (b) No Event of Default hereunder or event which would constitute such an Event of Default but for the requirement that notice be given or that a period of grace or time elapse, shall have occurred and be continuing.

Section 3.3. **Disbursement and Deposit of Loan Proceeds.** Upon the execution of this Loan Agreement and the satisfaction of all of the conditions specified in Article 6, the Lender shall disburse the full Loan Proceeds to the Borrower.

Section 3.4. **Termination.** This Loan Agreement shall automatically terminate without any notice to Borrower:

- (a) If the City does not receive funds from the State in an amount adequate to make the Loan to the borrower; or
- (b) If no Loan Proceeds have been disbursed to the Borrower prior to the Expiration Date; or
- (c) If the Borrower fails to pay its debts as they become due, makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts as they become due, files a petition under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter existing, becomes "insolvent" as that term is generally defined under the Federal Bankruptcy Code, files an answer admitting insolvency or inability to pay its debts as they become due in any involuntary bankruptcy case commenced against it, or fails to obtain a dismissal of such case within sixty (60) days after its commencement or convert the case from one chapter of the Federal Bankruptcy Code to another chapter, or is the subject of an order for

relief in such bankruptcy case, or is adjudged a bankrupt or insolvent, or has a custodian, trustee, or receiver appointed for it, or has any court take jurisdiction of its property, or any part thereof, in any proceeding for the purpose of reorganization, arrangement, dissolution, or liquidation, and such custodian, trustee, or receiver is not discharged, or such jurisdiction is not relinquished, vacated, or stayed within sixty (60) days of the appointment.

ARTICLE 4

Acknowledgments, Representations, and Warranties

Section 4.1. Acknowledgments.

(a) The Borrower acknowledges that the Lender, in order to obtain funds for part of the Borrower's activities in connection with the Project, has applied for the MIF Grant to the State under the Minnesota Investment Fund Program, Economic Development Division, and that the Lender has entered into the Grant Contract with the State, setting forth the terms, conditions, and requirements of the MIF Grant. The Borrower further acknowledges that it has made certain representations and statements in the Grant Application concerning its activities relating to the Project, and that the Borrower is designated and identified under the Grant Contract.

(b) A copy of the Grant Contract and this Loan Agreement shall be on file in the offices of the Lender. In the event any provision of this Loan Agreement relating to the Borrower's obligations hereunder is inconsistent with the provisions of the Grant Contract relating to the Borrower's activities there under, the provisions of the Grant Contract shall prevail.

(c) The Borrower acknowledges that nothing contained in the Grant Contract or this Loan Agreement, nor any act of the State or the Lender, shall be deemed or construed to create between the State and the Borrower (or, except as Borrower and Lender between the Lender and the Borrower) any relationship, including but not limited to that of third party beneficiary, principal and agent, limited or general partnership, or joint venture. As such, the Borrower agrees to hold the State harmless from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Loan Agreement, any events related to the Project or the Borrower's participation in this Loan, or Borrower's activities on the Development Property.

Section 4.2. Representations and Warranties. The Borrower warrants and represents, in connection with the Loan and for the benefit of the State and the Lender, that:

(a) It is a **Minnesota** business organization, registered and in good standing under the laws of the State of Minnesota, and is authorized to enter into this Loan Agreement and perform any of the acts required herein.

(b) It has the legal authority and is duly authorized to operate the Project, to incur

the indebtedness of the Promissory Note and the obligations of this Loan Agreement, to execute and deliver the Loan Documents to which it is a party and it has taken all actions necessary and incident to its execution and delivery of the Loan Documents.

(c) Its execution and delivery of the Loan Documents to which it is a party, and its incurrence of the obligations under the Loan Documents does not violate any provision of law or Borrower's corporate documents.

(d) The Promissory Note was duly and validly authorized, executed and delivered, and it constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms. The Loan Documents to which it is a party, have been duly and validly authorized, executed and delivered, and are the legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms, except to the extent the enforceability thereof may be limited by bankruptcy, insolvency or other law affecting creditor's rights, or the application of equitable principles generally.

(e) It is not in violation of any provisions of its organizational documents or of the laws of local governments, State of Minnesota or U.S. Government, and there are no actions, suits or proceedings pending, or to its knowledge threatened, before or by any judicial body or governmental authority, against or effecting it, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Loan Agreement or to perform any of the acts required of it in the Loan Documents to which it is a party.

(f) Neither the execution and delivery of the Loan Documents to which it is a party, nor compliance with any of the terms, conditions, requirements or provisions contained herein or in such referenced documents, is prevented by, is a breach of, or will result in a breach of any term, condition or provision of any agreement or document to which it is now a party or by which it is bound.

(g) It will maintain adequate capital for the proper operation and administration of its duties under this Loan Agreement.

(h) It will comply with Minn. Stat. § 116J.8731 and Minn. Rules Chapter 4300 and all of the terms, conditions, provisions and requirements, contained in the Loan Documents to which it is a party.

(i) Representations, statements, and other matters provided by the Borrower relating to those activities of the Project to be completed by the Borrower, which were contained in the Grant Application, were true and complete in all material respects as of the date of submission to the Lender and such representations, statements, and other matters are true in all material respects as of the date of this Loan Agreement and there are no adverse material changes in the financial condition of the Borrower's business.

(j) The Borrower acknowledges that the State, in selecting the Lender as recipient of the Grant, relied in material part upon the assured completion of the Project to be carried out by the Borrower, and the Borrower warrants that said Project will be carried out as promised.

(k) The Borrower warrants that to the best of its knowledge, it has obtained or will obtain all federal, state, and local governmental approvals, reviews, and permits required by law to be obtained in connection with the Project and has undertaken and completed all actions necessary for it to lawfully execute this Loan Agreement as binding upon it.

(l) The Borrower warrants that it shall keep and maintain books, records, and other documents relating directly to the Project funds, and that any duly authorized representative of the State or Lender shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the Borrower for six years after the expiration of the Loan Agreement or until such time that the Lender and the State have both determined that all issues, requirements, and close-out procedures relating to or arising out of the Loan have been settled and completed, whichever is later.

(m) The Borrower warrants that no transfer of any or all of the Loan Proceeds by the Lender to the Borrower shall be or be deemed an assignment of Loan Proceeds, and the Borrower shall neither succeed to any rights, benefits, or advantages of the Lender under the Grant Contract, nor attain any right, privileges, authorities, or interest in or under the Grant Contract.

Section 4.3. Affirmative Covenants. Borrower further warrants and agrees that:

(a) It has sufficient funds to complete the purposes of the Project and sufficient capacity to administer the Project.

(b) The Project will be performed in full compliance with all applicable federal, state and local laws, regulations, rules and ordinances, which include but are not limited to all applicable environmental laws, regulations and rules.

(c) Borrower agrees to submit reports required in Article 7 and Article 8.

ARTICLE 5

Events of Default and Rights and Remedies

Section 5.1. Events of Default. Any one or more of the following events shall be deemed and shall constitute an "Event of Default":

(a) The interest or principal due under the Promissory Note, or any other payments due and payable under this Loan Agreement or any other document referred to herein, are not

paid when due and such nonpayment is not remedied within ten (10) business days after written notice thereof to the Borrower by the Lender;

(b) The Borrower is in breach of any of the requirements, terms, conditions, covenants or other agreements in the Loan Documents and remains in breach in any material respect for thirty (30) business days after written notice thereof to the Borrower by the Lender; provided, however, that if such breach shall reasonably be incapable of being cured within such thirty (30) business days after notice, and if the Borrower commences and diligently prosecutes the appropriate steps to cure such breach, no default shall exist so long as the Borrower is proceeding to cure such breach in reasonable period of time;

(c) Any representation or warranty made by the Borrower in the Loan Documents, any other document referred to in such documents, or any financial statement, certificate, or report furnished pursuant to this Loan Agreement, or any representation or warranty made order to induce the Lender to close the Loan or disburse the Loan Proceeds, which proves to have been untrue in any material respect or materially misleading as of the time such representation or warranty was made.

(d) Borrower shall make an assignment for the benefit of its creditors, or shall be dissolved, or shall commit an act of bankruptcy under the United States Bankruptcy Act (as now or hereafter amended), or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall become or be adjudicated as bankrupt or insolvent, however defined, or shall file a petition seeking any reorganization, dissolution, liquidation, arrangement, composition, readjustment or similar relief under any present or future bankruptcy or insolvency statute, law or regulation, or shall file an answer admitting to or not contesting the material allegations of a petition filed against it in such proceedings, or shall not, within 60 days after the filing of such a petition against it, have the same dismissed or vacated, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties, or shall not, within 60 days after the appointment (without its consent or acquiescence) of a trustee, receiver or liquidator of any material part of its properties, have such appointment vacated.

(e) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Borrower seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or any trustee, receiver or liquidator of such entity, shall be appointed without the consent or acquiescence of State.

(f) Borrower shall refuse to allow State, at any reasonable time and upon prior written notice, to inspect, audit, copy or abstract, any and all of its books, records, papers or other documents relevant to the Borrower's use of the Loan Proceeds.

(g) Borrower shall refuse to allow the Minnesota Legislative Auditor or the State Auditor for the State of Minnesota, at any reasonable time and upon prior written notice, to inspect, audit, copy or abstract, any and all books referred to in Section 5.1(f).

(h) Borrower shall fail to provide annual reporting information as described herein.

(i) The Borrower sells, conveys, transfers, encumbers, or otherwise disposes of all or any part of the Equipment without the prior written approval of the State and Lender or transfers fee title to all or any part of the Development Property that has an adverse impact on the Borrower's ability to operate the Project consistent with the Loan Application.

(j) The Borrower merges or consolidates with any other entity without the prior written approval of the Lender;

(k) There is a loss, theft, substantial damage, or destruction of all or any part of the Development Property or the Equipment that is not remedied to the Lender's satisfaction within sixty (60) business days after written notice thereof by the Lender to the Borrower; or

(l) The Borrower is in breach of the requirements of Article 7 and Article 8, the Business Subsidy Agreement and Progress Reporting subject to any applicable cure periods therein.

(m) The occurrence of any other act or event that is noncompliant under the MIF Program.

Section 5.2. Rights and Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Lender, the Lender may, at its option, exercise any and all of the following rights and remedies (as well as any other rights and remedies available to it):

(a) The Lender may, by notice in writing to the Borrower, refrain from disbursing any of the Loan Proceeds; provided, however, the Lender may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder, or waiving its right to make any additional disbursements.

(b) The Lender may, by written notice to the Borrower, declare immediately due and payable all principal and interest due under the Promissory Note, together with all other sums payable under the Loan Documents and the same shall thereupon be immediately due and payable without presentment or other demand, protest, notice of dishonor or any other notice of any kind, all of which are hereby expressly waived.

(c) The Lender shall have the right, in addition to any other rights provided by law or equity, to enforce its rights and remedies under the Loan Documents.

(d) The Lender shall have the right, in addition to any other rights provided by law or equity, to initiate litigation for the breach of any term, condition, covenant, requirement or provision contained in the Loan Documents, and to recover damages for such breach.

(e) The Lender shall have the right, in addition to any other rights provided by law or equity, to apply to any court, state or federal, for specific performance of any term, condition, covenant, requirement or provision contained in the Loan Documents; for an injunction against any violation of any such term, condition, covenant, requirement and/or provision; or for such other relief as may be appropriate, since the injury to the Lender arising from a default under any of the terms, conditions, covenants requirements and/or provisions of the Loan Documents, would be irreparable and the amount of damage would be difficult to ascertain.

Section 5.3. Rights and Remedies Cumulative. The rights and remedies of the parties to this Loan Agreement, whether provided by operation of law or by this Loan Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not be construed to preclude or waive its right to exercise, at the same or different times, any of the other such remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party.

No waiver made by either such party with respect to the performance, manner or time thereof, of any obligation of the other party or any condition to its own obligation under this Loan Agreement or any document referred to herein, shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party. No delay or failure by either party to exercise any right or remedy shall be a waiver of such right or remedy, and no single or partial exercise by either party of any right or remedy shall preclude other or further exercise thereof for the exercise of any other right or remedy at any other time.

Section 5.4. Collection. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Lender and State, Borrower agrees to pay all costs and expenses of the Lender, including, but not limited to, reasonable attorney's fees, in the collection of any of the obligations or the enforcement of any of the Lender's rights. If any notice of sale, disposition or other intended action by the Lender is required by law to be given to Borrower, such notice shall be deemed reasonably and properly given if mailed to Borrower at the address specified in Section 9.15(b), or at such other address of Borrower as may be shown on the Lender's records, at least 15 days before such sale, disposition or other intended action.

The Lender shall have the right as its option and without demand or notice, to declare all or any part of the Loan immediately due and payable, and in addition to the rights and remedies

granted hereby, the Lender shall have all of the rights and remedies available under the Uniform Commercial Code and any other applicable law.

Section 5.5. **Assignment.** If, prior to the Termination Date, the Borrower sells, conveys, transfers, further mortgages or encumbers, or disposes of the Development Property, or any part thereof or interest therein, or enters into an agreement to do any of the foregoing, the Borrower shall immediately repay all amounts then outstanding on the Loan. This shall be in addition to any other remedies at law or equity available to the Lender.

Section 5.6. **Appointment for Foreclosure.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Lender and State, Borrower agrees that the Lender may appoint an individual or entity to handle the default proceedings.

ARTICLE 6

Disbursement Provisions

Section 6.1. **Payment Requisition Documentation.** The Lender will disburse the loan funds upon receipt and approval by the Lender and the State of the following documentation:

- (a) This Loan Agreement, fully executed;
- (b) The Promissory Note, fully executed (if applicable);
- (c) Evidence of equity injection in the amount of \$71,965,000;
- (d) Evidence of \$1,316,500 of local government investment to the project;
 - i) \$1,153,000 –Tax increment financing (TIF)
 - II) \$166,500 – Re-platting fees waiver
- (e) The Security Agreement, fully executed (if applicable);
- (f) Invoices for items funded by the Loan and matching funds;
- (g) Documentation of total project expenditures will be required prior to final disbursement of MIF funds;
- (h) The corporate Guaranty of Graco is required if funds are taken upfront;
- (j) The Borrower shall maintain insurance in adequate amounts covering loss or damage to the collateral. The Lender must be listed as loss payee;
- (k) Evidence that collateral or other items purchased with the Loan are in the Jurisdiction.

Upon receipt of such information, the Loan funds will be disbursed upon approval of the lender and State on a one to one match, up to a total disbursement amount of \$700,000.

Section 6.2. **Review of Documents.** The Borrower shall not be entitled to any disbursement of loan proceeds until the Lender's legal counsel and the State have reviewed and approved this Loan Agreement and the exhibits attached hereto.

Section 6.3. **Adverse Changes.** The Lender and the State will not authorize disbursement of funds if there has been any adverse change in the Borrower's financial condition, organization, operations or their ability to repay the project financing.

ARTICLE 7

Progress Reporting

Section 7.1. **Progress Information.** The Borrower shall provide to the Lender information for incorporation into the Minnesota Investment Fund progress reports, as required by the State and as needed by the Lender, to monitor the Project for compliance with State and Lender guidelines. This information must be provided until the project goals described in 8.1(b) have been met or until the Compliance Date, whichever is later. At the discretion of the State or Lender additional reporting may be required. This information must be submitted to the Lender no later than:

- (a) January 15, 2019 for the period ending December 31, 2018;
- (b) January 15, 2020 for the period ending December 31, 2019;
- (c) January 15, 2021 for the period ending December 31, 2020;
- (d) January 15, 2022 for the period ending December 31, 2021
- (d) Fifteen days after the Compliance Date.

Section 7.2 Documentation to be provided to the Lender:

- (a) **Project status and the status of payments.**
- (b) **Additional Leverage.** The Borrower must provide to the Lender invoices, sworn construction statements, and or any other information, with each progress report, to document Other Project Funds in addition to the originally included project costs.
- (c) **Job Creation Documentation.** The Borrower shall provide to the Lender information on the hiring of each New Job on forms provided to the Lender by the State. This information must include:
 - (1) Permanent jobs created;
 - (2) Job title of each New Job;
 - (3) Date of hire of each new employee;
 - (4) Hourly base wage paid;
 - (5) List of Benefits provided; and
 - (6) Hourly value of Benefits paid.
- (d) **Payroll Report.** A formal payroll report verifying job information will be due at the Compliance Date.

ARTICLE 8
Business Subsidy Agreement and Reporting

Section 8.1. **Business Subsidy Agreement.** The provisions of this Section constitute the “Business Subsidy Agreement” for purposes of the Minnesota Business Subsidy Act (Minn. Stat. § 116J.993 – § 116J.995 and its successor statute.)

(a) The Borrower acknowledges and agrees that the provisions of Minnesota’s Business Subsidy Act apply to this Loan Agreement, as Borrower is receiving government assistance under the terms of this Loan Agreement.

(1) The subsidy provided to the Borrower includes the \$700,000 Loan made hereunder which will be used for the purchase of Equipment.

(2) The public purposes and goals of the subsidy are to increase net jobs in the City, help an existing remain and expand in the City, and increase the tax base of the City.

(3) The goals for the subsidy are to create jobs that pay a livable wage, per Section 8.1(b) of this Loan Agreement.

(4) If the goals are not satisfied, the Borrower shall make payments to the Lender as required in Section 8.2 of this Loan Agreement.

(5) The subsidy is needed because the Borrower had the option to expand in other locations of the company’s existing footprint.

(6) The Borrower must continue operations in the Jurisdiction for at least five years following the Benefit Date.

(7) The Borrower **does/does not** have a parent corporation.

Name of Parent: _____

Address of parent: _____

(8) In addition to the assistance provided under this Loan Agreement, the Borrower has received or expects to receive as part of this project, the following financial assistance from other “grantors” as defined in the Business Subsidy Act: Tax Increment Financing (Pay as you go) from the City with a net value of \$1,153,000, re-platting fees waiver of \$166,500 and \$863,000 EDIF grant from Hennepin County.

(b) On the Compliance Date, the Borrower shall:

(1) Maintain one thousand five hundred sixty nine (1569) permanent, non-contract, non-seasonal FTE jobs; and

(2) Create at least fifty four (54) New Jobs by year two and additional thirteen (13) by year three for a total of sixty seven (67) new jobs at the end of year three at the Development Property. Each job created may be included in only one “Wage Bracket” as stated below:

- i. Thirty five (35) jobs paying at least \$15.10 per hour in cash wages, exclusive of Benefits. The Borrower is entitled to Loan Proceeds in the amount of \$8540 for each job created in this “Wage Bracket One”;
 - ii. Twenty eight (28) jobs paying at least \$20.77 per hour in cash wages, exclusive of Benefits. The Borrower is entitled to Loan Proceeds in the amount of \$11,750 for each job created in this “Wage Bracket Two”;
 - iii. Four (4) jobs paying at least \$32.02 per hour in cash wages, exclusive of Benefits. The Borrower is entitled to Loan Proceeds in the amount of \$18,025 for each job created in this “Wage Bracket Three”; and
- (3) Any job created between the Effective Date and the Compliance Date shall pay at least \$13.27 per hour, including Benefits.
 - (4) New Jobs created on or after the Effective Date will count toward the Borrower’s job creation goal.

Section 8.2. Default on Business Subsidy Act Requirements.

(a) If the Borrower fails to meet the job creation goal and wage commitment, on the Compliance Date, the Lender may, after holding public hearing and obtaining approval from the City Council, extend the Compliance Date for one year, after the approval from the State. If after the extension, the Borrower fails to meet the job creation goal and wage commitment set forth in Section 8.1, (i) the Borrower will be required to repay to the Lender a pro rata share of the Loan principal per FTE job not created, plus interest as defined in Section 8.2 (b) at an accelerated rate. Or (ii) if the Loan Proceeds have not been disbursed in full, the Loan will be reduced by an amount as follows:

- i. For each job not created in “Wage Bracket One”, Borrower will repay \$8540 per job not created;
- ii. For each job not created in “Wage Bracket Two”, Borrower will repay \$11,750 per job not created;
- iii. For each job not created in “Wage Bracket Three” Borrower will repay \$18,025 per job not created.

(b) In an Event of Default arising from a breach by the Borrower of any provision of Section 8.1 of this Loan Agreement, if the implicit price deflator for government consumption expenditures and gross investment for state and local governments prepared by the Bureau of Economic Analysis of the United States Department of Commerce for the 12-month period ending March 31st of the previous year, exceeds five percent (5%) on the date of the earliest such Event of Default, the Borrower shall, in addition to any other payment required hereunder, pay to the Lender the difference between the present value of the interest actually paid and accrued on the Loan as of the date of the payment required by this Section 8.2 and the amount of interest

that would have been paid and accrued on the Loan if the interest rate of the Loan at all times had been equal to the implicit price deflator on the date of the earliest Event of Default;

(c) Interest required in Section 8.2 (b) shall commence to accrue as of the Initial Disbursement Date;

(d) Nothing in this Section 8.2 shall be construed to limit the Lender's rights or remedies under any other provision of this Loan Agreement, and the provisions of Section 8.2 are in addition to any other such right or remedy the Lender may have available.

(e) The Borrower shall provide to the Lender information regarding job and wage goals and results for two years after the Benefit Date or until the goals are met, whichever is later. This reporting requirement will expire if the goals are met on the Compliance Date. If the goals are not met, the Borrower must continue to provide information on the Loan until the Loan is repaid. The information must be filed on the Non-JOBZ Minnesota Business Assistance form as found on the MN Department of Employment and Economic Development website and shall include the following:

- (1) the type, public purpose, and amount of subsidies and type of district, if the subsidy is tax increment financing;
- (2) the hourly wage of each job created with separate bands of wages;
- (3) the sum of the hourly wages and cost of health insurance provided by the employer with separate bands of wages;
- (4) the date the job and wage goals will be reached;
- (5) a statement of goals identified in the subsidy agreement and an update on achievement of those goals;
- (6) the location of the recipient prior to receiving the business subsidy;
- (7) the number of employees who ceased to be employed by the recipient when the recipient relocated to become eligible for the business subsidy;
- (8) why the recipient did not complete the project outlined in the subsidy agreement at their previous location, if the recipient was previously located at another site in Minnesota;
- (9) the name and address of the parent corporation of the recipient, if any;
- (10) a list of all financial assistance by all grantors for the project; and
- (11) other information the Commissioner of the MN Dept. of Employment and Economic Development may request.

(f) This information must be provided to the Lender no later than March 1 of each year for the previous year. If the Borrower does not submit the report, the Lender shall mail the Borrower a warning within one week of the required filing date. If, after 14 days of the postmarked date of the warning, the Borrower fails to provide a report, the Borrower must pay to the Lender a penalty of \$100 for each subsequent day until the report is filed. The maximum penalty shall not exceed \$1,000.

ARTICLE 9

Other Conditions

Section 9.1. **Project Time Frame.** The time frame outlined in the Grant Application and Grant Contract pertaining to the Project shall be met by the Borrower.

Section 9.2. **Promissory Note.** The Borrower shall execute the Promissory Note in substantially the form set forth by the State.

Section 9.3. **Collateral.** Prior to disbursement of the Loan Proceeds, the Borrower shall furnish the Lender description of the collateral or Equipment listed in Exhibit B in sufficient detail, including serial numbers and description of each item. The Security Agreement will provide Lender with a first (1st) priority security interest in the Equipment. The borrower represents that no other party has any right, title or interest in the Equipment. The Borrower hereby consents to the Lender recording a UCC-1 Filing Statement with respect to such Equipment.

Section 9.4. **Annual Financial Statements.** For the term of the Loan, upon request of the Lender, the Borrower shall submit the most recent annual financial statement prepared in accordance with generally accepted accounting principles. The annual financial statements shall include a profit and loss statement, balance sheet, and statement of cash flow, notes and an opinion from the accountants of such statements acceptable to the Lender.

Section 9.5. **Discrimination on Account of Race, Creed, or Color.** The provisions of Minn. Stat. § 181.59 and any successor statutes, which relate to civil rights and discrimination, shall be considered a part of this Loan Agreement as though wholly set forth herein and the Borrower shall comply with each such provision throughout the term of this Loan Agreement.

Section 9.6 **Affirmative Action.** The Grantee is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled.

Section 9.7. **Job Listing Agreement.** (Minn. Stat. § Section 116L.66 and any successor statutes). When the Loan is for \$200,000 or more, the Borrower shall enter into a Job Listing Agreement with the local Workforce Development Center, MN Department of Employment and Economic Development.

Section 9.8. Prevailing Wage. If the Borrower is awarded \$500,000 or more of loan proceeds and the Loan is used for construction, installation (including equipment), remodeling and or repairs, the Borrower shall fully and completely comply with all applicable prevailing wage requirements contained in Minn. Stat. § 116J.871 and § 177.42, subd. 6.

(a) **Documentation.** The Borrower shall maintain or ensure access to all documentation necessary to establish that the required prevailing wage was paid and shall allow the Lender, the Commissioner of the Department of Labor and Industry and the State reasonable access to such data.

(b) **Penalty.** It is a misdemeanor for the Borrower, who has certified that prevailing wages will be paid to laborers and mechanics to subsequently fail to pay the prevailing wage. Each day a violation of this subdivision continues is a separate offense.

Section 9.9. Surety Deposits Required for Construction Contracts. If the Loan is used for construction, and the Borrower is hiring, contracting, or having a contract with a nonresidential person or foreign corporation to perform construction work, the Borrower must comply with Minnesota Statutes 290.9705, as amended, by deducting and withholding eight percent of cumulative calendar year payments to the contractor which exceeds \$50,000.

This condition may be waived if (1) the contractor gives the commissioner a cash surety or a bond, secured by an insurance company licensed by Minnesota, conditioned that the contractor will comply with all applicable provisions of this chapter and chapter 297A, or (2) the contractor has done construction work in Minnesota at any time during the three calendar years prior to entering the contract and has fully complied with all provisions of this chapter and chapter 297A for the three prior years.

Section 9.10. Publicity and Endorsement

(a) **Publicity.** Any publicity regarding the subject matter of this Loan Agreement must identify the State as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Borrower individually or jointly with others, or any subcontractors, with respect to the MIF Program, publications, or services provided resulting from this Grant Contract.

(b) **Endorsement.** The Lender and the Borrower must not claim that the State endorses its products or services.

Section 9.11. Workers Compensation Insurance. The Borrower has obtained workers compensation insurance as required by Minn. Stat. § Section 176.181, subd. 2. The Borrower's workers compensation insurance information is as follows:

(a) **Company Name:** _____

(b) Policy Number: _____

(c) Local Agent: _____

Section 9.12. Effect on Other Agreements. Nothing in this Loan Agreement shall be construed to modify any term of any other agreement to which the Lender and the Borrower are parties.

Section 9.13. Release and Indemnification Covenants. Except for any breach of the representations and warranties of the Lender or the gross negligence or willful misconduct or omission of the following named parties, the Borrower agrees to protect and defend the Lender and the governing body members, officers, agents, servants, and employees thereof, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the acquisition, construction, installation, ownership, maintenance, and operation of the Project and the Borrower's activities on the Development Property and the Lender's obligations under the Grant Contract including without limitation Section 10.2 thereof.

Section 9.14. Modifications. This Loan Agreement may be modified solely through written amendments hereto executed by the Borrower and the lender and approved by the State.

Section 9.15. Notices and Demands. Any notice, demand, or other communication under this Loan Agreement by either party to the other shall be sufficiently given or delivered only if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

(a) as to the Lender:

City of Rogers
ATTN: Jason Ziemer
22350 S. Diamond Lake Road
Rogers, MN 55374

(b) as to the Borrower:

Graco Minnesota, Inc.
ATTN: James P. Boldenow & Mike Hatling
20500 David A. Koch Avenue
Rogers, MN 55374

or at such other address with respect to any party as that party may, from time to time, designate in writing and forward to the others as provided in this Section 9.15(b).

Section 9.16 Conflict of Interests; Representatives Not Individually Liable.

(a) No employee, officer or agent of the Lender shall participate in the administration of a contract supported by this loan if a conflict of interest, real or apparent, would be involved. No employee, officer or agent of the Lender may obtain a financial interest in any agreement with respect to the Loan. No employee, officer, or agent of the Lender shall be personally liable to the Borrower or any successor in interest in the event of any default or breach by the Lender or for any amount that may become due to the Borrower or on any obligation or term of this Loan Agreement.

(b) To the best of the Borrower's knowledge, no member, officer, or employee of the Lender, or its officers, employees, designees, or agents, no consultant, member of the governing body of the Lender, and no other public official of the Lender, who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit there from, which is part of the Project.

Section 9.17. Binding Effect. The covenants and agreements in this Loan Agreement shall bind and benefit the heirs, executors, administrators, successors, and assigns of the parties to this Loan Agreement.

Section 9.18. Provisions Not Merged With Deed. None of the provisions of this Loan Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Loan Agreement.

Section 9.19. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Loan Agreement are inserted only for convenience of reference and shall be disregarded in construing or interpreting any of its provisions.

Section 9.20. Counterparts. This Loan Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.21. Choice of Law and Venue. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provisions. Any disputes, controversies, or claims arising out of this Loan Agreement shall be heard in the state of Minnesota, and all parties to this Loan Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 9.22. Waiver. The failure or delay of any party to take any action or assert any right or

remedy, or the partial exercise by any party of any right or remedy shall not be deemed to be a waiver of such action, right, or remedy if the circumstances creating such action, right, or remedy continue or repeat.

Section 9.23. **Entire Agreement.** This Loan Agreement, with the exhibits hereto, constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties pertaining to the subject matter of this Loan Agreement.

Section 9.24. **Separability.** Wherever possible, each provision of this Loan Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Loan Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Loan Agreement or any other related document.

Section 9.25. **Immunity.** Nothing in this Loan Agreement shall be construed as a waiver by the Lender of any immunities, defenses, or other limitations on liability to which the Lender is entitled by law, including but not limited to the maximum monetary limits on liability established by Minn. Stat. § Chapter 466.

IN WITNESS WHEREOF, the Lender has caused this Loan Agreement to be duly executed in its name and behalf and the Borrower has caused this Loan Agreement to be duly executed in its name and behalf as of the date first above written.

City of Rogers

By _____

Its _____

By _____

Its _____

Graco Minnesota, Inc.

By _____

Its _____

By _____

Its _____

EXHIBIT A
Legal Description of Development Property

EXHIBIT B
Equipment List

EXHIBIT C
Grant Contract

SECURITY AGREEMENT

This security agreement (the "Security Agreement") is made and given as of this _____ day of _____, 2018, by Graco Minnesota, Inc. with its principal place of business at 20500 David A. Koch Avenue, Rogers, MN 55374 (the "Borrower") in favor of the city of Rogers, with offices at 22350 S Diamond Lake Road, Rogers, MN 55375 and its endorsees, successors and assigns (the "Lender").

RECITALS

- A. Lender and Borrower have entered into a certain Loan Agreement, dated _____ as of the date hereof (the "Loan Agreement"), pursuant to which Lender will loan to Borrower no more than Seven Hundred and No/100 Dollars (\$700,000.00) (the "Loan") to assist with the purchase of equipment and machinery on the Development Property. The Borrower has agreed to grant to the Lender a security interest in certain pieces of equipment (the "Equipment") described on the Exhibit B attached hereto, such Equipment to be located at the property described on the Exhibit A attached hereto (the "Development Property"). Borrower's payment obligations under the Loan Agreement will be evidenced by a promissory note (the "Note") dated as of the date hereof.
- B. As security for the repayment of the Loan, Lender has required that Borrower execute and deliver to Lender this Security Agreement granting a security interest to Lender in the Equipment.
- C. The Promissory Note, this Security Agreement, and any other instruments or documents given as security for the Loan are herein referred to as the "Loan Documents".

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Borrower, it is agreed as follows:

1. Grant of Security Interest. As security for the payment and performance of the Promissory Note and all other liabilities, obligations, and indebtedness of Borrower to Lender due or to become due, direct or indirect, absolute or contingent, joint or several, howsoever created, now or hereafter at any time created, arising, or evidenced under or pursuant to the Promissory Note or this Security Agreement or any other document or instrument evidencing or securing the Promissory Note, Borrower does hereby transfer, assign, and grant to Lender a security interest in all of Borrower's right, title, and interest in and to the following (hereinafter collectively referred to as the "Collateral"), whether now owned or hereafter acquired or arising:

- (a) the Equipment; and
- (b) any and all proceeds of the foregoing.

2. Borrower's Representations, Warranties and Covenants. Borrower represents, warrants, covenants, and agrees:

(a) Organization. Borrower is a Minnesota business corporation validly existing and in good standing under the laws of the state of Minnesota, and Borrower has full power and authority to execute, deliver, and perform the Loan Documents, and to own its property and conduct its business as presently conducted and as proposed to be conducted.

(b) Authorization. The execution, delivery, and performance of this Security

Agreement have been duly authorized by all necessary action and will not:

- (i) require any consent or approval of any entity that has not been obtained; or
 - (ii) violate any provision of any indenture, contract, agreement, or instrument to which Borrower is a party or by which it is bound.
- (c) Performance by Borrower. Unless Borrower obtains Lender's prior written consent, Borrower shall not:
 - (i) terminate its interest in any of the Collateral; or
 - (ii) sell, transfer, or assign, or offer to sell, transfer or assign all or any part of the Collateral or permit all or any part of the Collateral to be sold, transferred, or assigned; or
 - (iii) remove or consent to the removal of any of the Equipment from the Development Property.
- (d) Title to Collateral. Borrower shall keep good marketable title to all of the Collateral, and none of the Collateral is subject to any lien or security interest except for the security interest created by this Security Agreement and other security interests consented to in writing by Lender. Borrower has not granted, and will not grant or permit to exist, any lien or security interests in all or a portion of the Collateral other than the liens in favor of Lender and other liens consented to in writing by Lender. Borrower shall defend the Collateral against all claims and demands of all and any other persons at any time claiming any interest therein adverse to Lender.
- (e) Actions and Proceedings. There are no actions at law, suits in equity, or other proceedings pending before or expected to be filed with any court, governmental agency, commission, bureau, tribunal, or other arbitration proceedings against or affecting Borrower that if adversely determined would adversely affect Borrower's interest in the Collateral or would adversely affect the rights of Borrower to pledge and assign all or a part of the Collateral or the rights and security afforded Lender hereunder.
- (f) Insurance. Borrower agrees it will keep the Equipment insured at all times against loss by fire and other hazards concerning which, in the judgment of Lender, insurance protection is reasonably necessary and in amounts sufficient to protect against loss or damage of the Equipment. Such policy or policies will contain a loss payable clause in favor of Lender or its successors or assigns, in form satisfactory to Lender, provided, however, that Borrower may, at its reasonable discretion, self-insure the Equipment.
- (g) No Fixture. If any of the Collateral is or becomes a fixture, Borrower agrees to furnish Lender, at Lender's request, with a statement or statements signed by all persons who have or claim an interest in the real estate concerned, which statements shall provide that the signer consents to the security interest created hereby and disclaims any interest in the Collateral as fixtures.
- (h) Understandings Regarding Collateral. Borrower acknowledges that the Collateral is of the design, capacity, and manufacture specified for and by Borrower, and that Borrower is satisfied that the same is suitable for its intended purposes. Borrower further acknowledges and agrees that Lender has not made, and does not make, any

representation, warranty, or covenant with respect to merchantability, fitness for any purpose, durability, patent, copyright or trademark infringement, suitability, or capability of any item of Collateral in any respect or in connection with any other purpose or use of Borrower, or any other representation, warranty, or covenant of any kind or character expressed or implied with respect thereto. Borrower accordingly agrees not to assert any claim whatsoever against Lender based thereon. Borrower further agrees, regardless of cause, not to assert any claim whatsoever against Lender for loss of anticipatory profits or consequential damages.

(i) Use of Collateral. The Collateral will be used for its intended business purpose and will at all times be located at the Development Property.

(j) Condition of Collateral. Borrower will keep the Collateral in good condition and repair, reasonable wear and tear excepted, will permit Lender to enter upon the Development Property at reasonable times for the purpose of examining the Collateral.

(k) Costs of Collection. In the event of any action or proceeding to collect or realize upon the Collateral or to enforce any of Lender's rights hereunder, Borrower shall pay:

(i) all of Lender's attorneys fees and other legal expenses, with interest thereon, incurred by Lender;

(ii) all taxes, levies, insurance expenses, and costs of repairs to, or maintenance of, the Collateral; and

(iii) all costs of Lender incurred in taking possession of, disposing of or preserving the Collateral after any Event of Default (defined below).

3. Event of Default. Upon the event of a default under the Loan Agreement (an "Event of Default"), Lender may exercise any remedy available to it under the terms of the Loan Agreement.

4. Further Assurances. Borrower shall execute and deliver to Lender, promptly and at Borrower's expense, Uniform Commercial Code ("Code") financing statements and evidence of tax filings and payments, including without limitation a UCC-1 Financing Statement in substantially the form set forth by the Minnesota Secretary of State's Office. Borrower agrees that: (i) Lender is authorized, at its option, to file a carbon, photographic, or other reproduction of this Security Agreement as a financing statement and that such statement shall be sufficient as a financing statement under the Code; and (ii) Lender is authorized to file financing statements or amendments thereto without the signature of Borrower, provided that if a signature is required by law, then Borrower appoints Lender as Borrower's attorney-in-fact to execute any such financing statements.

5. Cumulative Remedies. All of Lender's rights and remedies herein are cumulative and in addition to any rights or remedies available at law or in equity including the Code, and may be exercised concurrently or separately. Borrower shall pay all costs, expenses, losses, damages and legal costs (including attorneys fees) incurred by Lender as a result of enforcing any terms or conditions of this Security Agreement.

6. No Liability Imposed on Lender. Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty, or liability, nor shall this Security Agreement operate to place responsibility for the control, care, or management of the Equipment upon Lender.

7. Indemnification. Borrower agrees to defend, protect, indemnify and hold Lender harmless of and from any and all liability, loss, and damage that Lender does, may, or might incur under or by reason of this Security Agreement, and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings to perform or discharge any of the terms, covenants, or agreements contained herein. Should Lender incur any such liability or be required to defend against any such claims or demands, or should a judgment be entered against Lender, the amount thereof, including costs, expenses, and reasonable attorney's fees, shall bear interest thereon at the rate then in effect on the Note, shall be secured hereby, shall be added to the Loan, and Borrower shall reimburse Lender for the same immediately upon demand, and upon the failure of Borrower so to do, Lender may declare the Loan immediately due and payable.

8. Expenses of Borrower. All expenses in protecting, storing, warehousing, insuring, handling, and shipping of the Collateral, all costs of keeping the Collateral free of liens, encumbrances and security interests (other than the security interest created by this Security Agreement) and the removing of the same and all excise, property, sales, and use taxes imposed by state, federal, or local authority on any of the Collateral or with respect to the sale thereof, shall be borne and paid for by Borrower and if Borrower fails to promptly pay any amounts thereof when due, Lender may, at its option, but shall not be required to, pay the same, and upon such payment the same shall constitute obligations and shall bear interest at the rate specified in the Note and shall be secured by the security interests granted hereunder.

9. Continuing Rights. The rights and powers of Lender hereunder shall continue and remain in full force effect until the Loan is paid in full.

10. Books and Records. Borrower will permit Lender and its representatives to examine Borrower's books and records (including data processing records and systems) with respect to the Collateral and make copies thereof at any time and from time to time, and Borrower will furnish such information reports to Lender and its representatives regarding the Collateral as Lender and its representatives may from time to time request. Lender shall have the authority, at any time, to require Borrower to place upon Borrower's books and records relating to the Collateral and other rights to payment covered by the security interest created in this Security Agreement a notation stating that any such Collateral and other rights of payment are subject to a security interest in favor of Lender.

11. Effect on Other Agreements. Nothing in this Security Agreement shall be construed to modify any term of any other agreement to which Lender and Borrower are parties.

12. Release and Indemnification Covenants. Except for any breach of the representations and warranties of Lender or the negligence or other wrongful act or omission of the following named parties, Borrower agrees to protect and defend Lender and the governing body members, officers, agents, servants and employees thereof, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the acquisition, construction, installation, ownership, maintenance, and operation of the Equipment.

13. Modifications. This Security Agreement may be modified solely through written amendments hereto executed by Lender and Borrower and approved by the State.

14. Notices and Demands. Any notice, demand, or other communication under this Security Agreement by either party to the other shall be sufficiently given or delivered only if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

- | | | |
|-----|---------------------|--|
| (a) | as to the Lender: | City of Rogers
ATTN: Steve Stahmer
22350 S. Diamond Lake Road
Rogers, MN 55374 |
| (b) | as to the Borrower: | Graco Minnesota, Inc.
ATTN: James P. Boldenow & Mike
Hatling
20500 David A. Koch Avenue
Rogers, MN 55374 |

or at such other address with respect to any party as that party may, from time to time, designate in writing and forward to the others as provided in this Section 14.

15. Conflict of Interests; Representatives Not Individually Liable. No officer or employee of Lender may acquire any financial interest, direct or indirect, in this Security Agreement, the Equipment, or in any contract related to the Equipment. No officer, agent, or employee of Lender shall be personally liable to Borrower, or any successor in interest, in the event of any default or breach by Lender or for any amount which may become due to Borrower or on any obligation or term of this Security Agreement.

16. Binding Effect. The covenants and agreements in this Security Agreement shall bind and benefit the heirs, executors, administrators, successors, and assigns of the parties to this Security Agreement.

17. Merger. None of the provisions of this Security Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Security Agreement.

18. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Security Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

19. Counterparts. This Security Agreement may be executed in any number of counterparts, each of whom shall constitute one and the same instrument.

20. Choice of Law and Venue. This Security Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota without regard to its conflict of laws provisions. Any disputes, controversies, or claims arising out of this Security Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Security Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

21. Waiver. The failure of any party to take any action or assert any right or remedy, or the partial exercise by any party of any right or remedy, shall not be deemed to be a waiver of such action, right, or remedy if the circumstances creating such action, right, or remedy continue or

repeat.

22. Entire Agreement. This Security Agreement, with the other Loan Documents constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties pertaining to the subject matter of this Security Agreement.

23. Separability. Wherever possible, each provision of this Security Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Security Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Security Agreement or any other related document.

24. Immunity. Nothing in this Security Agreement shall be construed as a waiver by the Lender of any immunities, defenses, or other limitations on liability to which the Lender is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

25. Other Matters. All representations and warranties contained in this Security Agreement or in any other agreement between Borrower and Lender shall survive the execution, delivery and performance of this Security Agreement and the creation and payment of any indebtedness to Lender. Borrower waives notice of the acceptance of this Security Agreement by Lender.

IN WITNESS WHEREOF, Lender has caused this Security Agreement to be duly executed in its name and behalf and Borrower has caused this Security Agreement to be duly executed in its name and behalf as of the date first above written.

City of Rogers

By _____

Its _____

By _____

Its _____

Graco Minnesota, Inc.

By _____

Its _____

By _____

Its _____

**EXHIBIT A
DEVELOPMENT PROPERTY**

LEGAL DESCRIPTION

LEGAL DESCRIPTION HERE

EXHIBIT B TO SECURITY AGREEMENT

DESCRIPTION OF EQUIPMENT

PROMISSORY NOTE

\$700,000.00

_____, 2018

Graco Minnesota, Inc. a Minnesota corporation (the "Borrower"), for value received, hereby promises to pay to the City of Rogers (the "Lender") or its assigns (the Lender and any assigns are hereinafter referred to as the "Lender"), at its designated principal office or such other place as the Lender may designate in writing, the principal sum of Seven Hundred and No/100 Dollars (\$700,000) or so much thereof as may be advanced under this Promissory Note, with interest as hereinafter provided, in any coin or currency which at the time or times of payment is legal tender for the payment of private debts in the United States of America.

1. Except as provided in Section 3 of this Promissory Note, the Loan shall bear interest at zero percent (0.0%). Interest, if any in accordance with Section 3 of this Promissory Note, shall commence to accrue as to the amount disbursed in accordance with the Loan Agreement between the Borrower and the Lender of even date herewith (the "Loan Agreement") evidencing the terms of the loan evidenced by this Promissory Note.
2. Subject to Section 3 of this Promissory Note, up to \$700,000 of the principal balance of this Promissory Note (the "Forgivable Loan") shall be forgiven and deemed paid on the Expiration Date (as defined in the Loan Agreement).
3. However, if the goals set forth in Section 8.1(b) of the Loan Agreement are met in part or not met by the Compliance Date, the Borrower agrees to repay all or a part of the principal amount of this Promissory Note on a pro rata basis based on each "wage bracket" as set forth in Section 8.1 (b) (1a) plus interest set at the greater of 5.0% or the implicit price deflator defined in Minnesota Statutes, Section 275.70, Subdivision 2 ("Recapture Interest"), accruing from and after the Initial Disbursement Date, compounded annually. Recaptured Principal plus Recapture Interest thereon shall be repaid not later than 30 days after the Lender notifies the Borrower of the amount to be repaid pursuant to Section 8.2 of the Loan Agreement.
4. The Borrower shall have the right to prepay the principal of this Note, in whole or in part, without prepayment penalty.
5. This Promissory Note is given pursuant to the Loan Agreement and is secured by a Security Agreement of even date herewith (the "Security Agreement") covering certain property located in Hennepin County, Minnesota. In the event any such security is found to be invalid for whatever reason, such invalidity shall constitute an event of default hereunder.

All of the agreements, conditions, covenants, provisions, and stipulations contained in the Loan Agreement, Security Agreement, or any instrument securing this Note are hereby made a part of this Promissory Note to the same extent and with the same force and effect as if they were fully set forth herein. It is agreed that time is of the essence of this

Promissory Note. If a default occurs under the Loan Agreement, the Security Agreement, or any instrument securing this Promissory Note, then the Lender of this Promissory Note may at its right and option, without notice, declare immediately due and payable the principal balance of this Promissory Note, together with any costs of collection including attorney fees incurred by the Lender of this Promissory Note in collecting or enforcing payment hereof, whether suit be brought or not, and all other sums due hereunder, or under any instrument securing this Promissory Note. The Borrower agrees that the Lender of this Promissory Note may, without notice to the Borrower of this Note and without affecting the liability of the Borrower of this Promissory Note, accept additional or substitute security for this Promissory Note, or release any security or any party liable for this Note or extend or renew this Promissory Note.

6. The remedies of the Lender of this Promissory Note as provided herein, and in the Loan Agreement, or any other instrument securing this Promissory Note, shall be cumulative and concurrent and may be pursued singly, successively, or together, and, at the sole discretion of the Lender of this Promissory Note, may be exercised as often as occasion therefore shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

The Lender of this Promissory Note shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Lender of this Promissory Note and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event. This Promissory Note may not be amended, modified, or changed except only by an instrument in writing signed by the party against whom enforcement of any such amendment, modifications, or change is sought.

7. This Promissory Note shall be governed by and construed in accordance with the laws of the state of Minnesota without regard to its conflict of laws provisions. Any disputes, controversies, or claims arising out of this Promissory Note shall be heard in the state or federal courts of Minnesota, and all parties to this Promissory Note waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

8. The headings used in this Promissory Note are solely for convenience of reference, are no part of this Note, and are not to be considered in construing or interpreting this Note.

9. This Note, with the other Loan Documents, constitutes the entire Note between the parties pertaining to its subject matter and it supercedes all prior contemporaneous Notes, representations, and understandings of the parties pertaining to the subject matter of this Note.

10. Separability. Wherever possible, each provision of this Note and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other

governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note or any other related document.

11. IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts, and things required to exist, happen, and be performed precedent to or in the issuance of this Note do exist, have happened, and have been performed in regular and due form as required by law.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed as of the ____ day of _____, 20____.

By _____

Its _____

By _____

Its _____

GUARANTY – CORPORATE

IN order to induce the City of Rogers (the "Lender"), to extend credit or other financial accommodations to Graco Minnesota, Inc. (the "Borrower"), in an original principal amount of \$700,000 (the "Loan"), and as evidenced by the City of Rogers Promissory Note (the "Note") of even date herewith executed by the Borrower in the original principal amount of \$700,000 payable to the order of the Lender, the undersigned (the "Guarantor") hereby:

I. Unconditionally and absolutely guarantees to the Lender:

(a) The full and prompt payment when due, whether at the maturity date specified in the Promissory Note or earlier upon acceleration of maturity pursuant to the provisions thereof, of principal, interest, and late charges, if any, specified in the Promissory Note and any and all renewals thereof including notes taken in substitution therefor; and,

(b) The payment and performance by the Borrower and any accommodating parties of their obligations under and pursuant to the Loan and any and all documents related thereto, including specifically, but not by way of limitation, the City of Rogers Loan Agreement (the "Loan Agreement"), the City's Security Agreement (the "Security Agreement"), each of even date herewith and to which Borrower is a party.

(The Promissory Note and such other liability, indebtedness and obligations, are hereinafter collectively referred to as the "Obligations"); together with the full and prompt payment of any and all of Lender's fees, costs and expenses of and incidental to the enforcement of the Obligations, and the enforcement of this Guaranty, including, without limitation, reasonable attorneys' fees, plus interest thereon at the lesser of 18% per annum based upon a 365 day year or the highest rate authorized by law.

2. Agrees that the Lender may demand payment from the Guarantor of any installment (or portion thereof) of principal or interest on the Loan, when due, and the Guarantor shall immediately pay the same to the Lender, and the Lender may demand payment or performance of any or all of the Obligations, when such payment or performance is due or required, and the Guarantor shall immediately pay or perform the same, whether or not the Lender has commenced repossession of any or all collateral or security, or foreclosure of any security interest or other lien in or on any of such collateral and security, or otherwise exercised its rights and remedies hereunder or under the Loan, the documents related thereto, or applicable law.

3. Waives (i) presentment, demand, notice of non-payment, protest and notice of protest and dishonor on the Obligations, (ii) notice of acceptance of this Guaranty by the Lender, and, (iii) notice of the creation or incurrence of the Obligations by the Borrower.

4. Grants to Lender, in Lender's sole discretion and without notice to the Guarantor, which notice is hereby waived by the Guarantor, and subject only to the provisions of any agreement between the Debtor or any other party and Lender at the time in force, the following powers:

(a) To modify or otherwise change any terms of all or any part of the Obligations or the rate of interest thereon, (but not to increase the principal amount of the Promissory Note), to grant any extension or renewal thereof and any other indulgence with respect thereto, and to effect any release, compromise or settlement with respect thereto;

(b) To enter into any agreement of forbearance with respect to all or any part of the Obligations, or with respect to all or any part of the collateral or security, and to change the terms of any such agreement;

(c) To forbear from calling for additional collateral or security, or to secure any obligation comprised in any collateral pledged to secure repayment of the Obligations;

(d) To consent to the substitution, exchange, or release of all or any part of the collateral or security, whether or not any such collateral or security received by the Lender upon any such substitution, exchange, or release shall be of the same or of a different character or value than the collateral or security surrendered by Lender; and

(e) In the event of nonpayment when due, whether by acceleration or otherwise, of any of the Obligations, or in the event of default in the performance of any obligation comprised in the collateral or security, to realize on such collateral or any part thereof, as a whole or in such parcels or subdivided interest as the Lender may elect, at any public or private sale or sales, for cash or on credit or for future delivery, without demand, advertisement of notice of the time or place of sale or any adjournment thereof (the Guarantor hereby waiving any such demand, advertisement and notice to the extent permitted by law), or by foreclosure or otherwise, or to forbear from realizing thereon, all as Lender in its sole and uncontrolled discretion may deem proper, and to purchase all or any part of such collateral or security for its own account at any such sale or foreclosure, such powers to be exercised only to the extent permitted by law.

5. Agrees that the Lender shall not be required to first resort for payment to the Borrower or any other person, corporation or entity, or their properties or estates, or any collateral or security, or other rights or remedies whatsoever, prior to enforcing this Guaranty.

6. Agrees that this Guaranty shall be construed as a continuing, absolute, and unconditional guaranty without regard to (i) the validity, regularity or enforceability of the Obligations, or the disaffirmance thereof in any insolvency or bankruptcy proceeding relating to the Borrower, or (ii) any event or any conduct or action of the Borrower, the Lender, or any other party which might otherwise constitute a legal or equitable discharge of a surety or guarantor but for this provision.

7. Agrees that this Guaranty shall remain in full force and effect and be binding upon the Guarantor until the Obligations are paid in full.

8. Agrees that no act, omission or thing, except full payment and discharge of the

Obligations, which but for this provision could act as a release or impairment of the liability of the Guarantor, or any of them, and the Guarantor waive any and all defenses of the Borrower pertaining to the Obligations, any evidence thereof, and any collateral or security therefor, except the defense of discharge by payment in full.

9. Agrees that the Lender is expressly authorized to forward or deliver any or all collateral or security which may at any time be placed with it by the Borrower, the Guarantor, or any other person, directly to the Borrower for collection and remittance or for credit, or to collect the same in any other manner and to renew, extend, compromise, exchange, release, surrender or modify the installments of, any or all of such collateral or security with or without consideration and without notice to the Guarantor, and without in any manner affecting the absolute liability of the Guarantor hereunder. Further that the liability of the Guarantor hereunder shall not be affected or impaired by the failure, neglect or omission on the part of the Lender to realize upon the Obligations, or upon any collateral or security therefor, nor by the taking by the Lender of any other guaranty or guaranties to secure the Obligations or any other indebtedness of the Borrower to the Lender, nor by the taking by the Lender of collateral or security of any kind, nor by any act or failure to act whatsoever which, but for this provision, might or could in law or in equity act to release or reduce the Guarantor's liability hereunder.

10. Guarantor's obligations hereunder, and the rights of Lender in the collateral or security, shall not be released, discharged or in any way affected, nor shall the Guarantor have any rights or recourse against Lender, by reason of the fact that (i) any of such collateral or security may be in default at the time of acceptance thereof by Lender or later, (ii) a valid lien in any of such collateral or security may not be conveyed to, or created in favor of, Lender, (iii) any of such collateral or security may be subject to equities or defenses or claims in favor of others, or may be invalid or defective in any way, (iv) any of the Obligations may be invalid for any reason whatsoever, (v) the value of any of such collateral or security, or the financial condition of the Debtor or of any obligor under or guarantor of any of such collateral or security, may not have been correctly estimated or may have changed or hereafter change, (vi) there may have been any deterioration, waste, or loss by fire, theft, otherwise of any of such collateral or security, unless such deterioration, waste, or loss be caused by the willful act or willful failure to act of the Lender.

11. Agrees that so long as any portion of the Obligations are due and owing, or to become due and owing, by the Borrower to the Lender, the Guarantor shall not, without the prior written consent of the Lender, collect or seek to collect from the Borrower the claim, if any, by subrogation or otherwise, acquired by the Guarantor through payment of any part or all of the Obligations.

12. Agrees that the liability of the Guarantor hereunder shall not be affected or impaired by the existence or creation from time to time, with or without notice to the Guarantor which notice is hereby waived, of indebtedness from the Borrower to the Lender in addition to the indebtedness evidenced by the Promissory Note. The Guarantor hereby consents to the creation or existence of such additional indebtedness.

13. Agrees that the possession of this instrument of guaranty by the Lender shall be conclusive evidence of due execution and delivery hereof by the Guarantor.

14. Agrees that this Guaranty shall be binding upon the legal representatives, successors and assigns of the Guarantor, and shall inure to the benefit of the Lender and its successors, assigns and legal representatives. That, notwithstanding the foregoing, the Guarantor shall have no right to assign or otherwise transfer its rights and obligations under this Guaranty to any third party without the prior written consent of the Lender, and that any such assignment or transfer shall not release or affect the liability of the Guarantor hereunder in any manner whatsoever.

15. Agrees that the Guarantor may be joined in any action or proceeding commenced against the Borrower in connection with or based upon the Obligations, and recovery may be had against the Guarantor in any such action or proceeding or in any independent action or proceeding against the Guarantor should the Borrower fail to duly and punctually pay any of the principal of or interest on the Obligations, without any requirement that the Lender first assert, prosecute or exhaust any remedy or claim against the Borrower or against any collateral or security.

16. Agrees that upon the occurrence at any time of an event of default under either the Promissory Note or the Loan Agreement, and during the continuance thereof, the Lender shall have the right to set off any and all amounts due hereunder by the Guarantor to the Lender against any indebtedness or obligation of the Lender to the Guarantor.

17. Agrees that the Guarantor shall be liable to the Lender for any deficiency remaining after foreclosure of any security interest granted by the Borrower, the Guarantor or any third party to the Lender to secure repayment of the Obligations and the subsequent sale by the Lender of the property subject thereto to a third party (whether at a foreclosure sale or at a sale thereafter by the Lender in the event the Lender purchases said property at the foreclosure sale), notwithstanding any provision of applicable law which may prevent the Lender from obtaining a deficiency judgment against, or otherwise collecting a deficiency judgment from, the Borrower, including, without limitation, Minn. Stat. § 582.30.

18. Notwithstanding any payment or payments made by the Guarantor hereunder or any setoff or application of funds of the Guarantor by the Lender, the Guarantor shall not be entitled to be subrogated to any of the rights of the Lender against the Borrower or any other guarantor or any collateral, security or guarantee or right of offset held by the Lender for the payment of the Obligations, nor shall the Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrower or any other guarantor in respect of payments made by the Guarantor hereunder, until all amounts owing to the Lender by the Borrower on account of the Obligations are irrevocably paid in full. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all of the Obligations shall not have been irrevocably paid in full, such amount shall be held by the Guarantor in trust for the Lender, segregated from other funds of the Guarantor, and shall forthwith upon receipt by the Guarantor be turned over to the Lender in the exact form received by the Guarantor (duly endorsed by the Guarantor to

the Lender if required), to be applied against the Obligations, whether matured or un-matured, in such order as the Lender may determine. Notwithstanding any of the foregoing, to the extent any right of subrogation which the Guarantor may have pursuant to this Guaranty or otherwise, or any right of reimbursement or contribution or similar right against the Borrower, any property of the Borrower or any other guarantor of any of the Obligations would result in the Guarantor being a "creditor" of the Borrower within the meaning of Section 547 of Title 11 of the United States Bankruptcy Code as now in effect or hereafter amended, or any comparable provision of any successor statute, the Guarantor hereby irrevocably waives such right of subrogation, reimbursement or contribution .

19. Agrees that this Guaranty shall be deemed a contract made under and pursuant to the laws of the State of Minnesota, and shall be governed by and construed under the laws of such state. That, wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty, and to such extent the provisions of this Guaranty shall be severable.

20. Agrees that no failure on the part of the Lender to exercise, and no delay in exercising, any right or remedy hereunder shall operate as or constitute a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof, or the exercise of any other right or remedy granted hereby or by any related document or by law.

21. Waives any and all claims against the Lender and defenses to performance and payment hereunder relating in any way, directly or indirectly, to the performance of the Lender's obligations or exercise of any of its rights under the Note and the documents related thereto.

22. Warrants and represents to the Lender as follows:

(a) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable in accordance with its terms (subject, as to enforceability, to limitations resulting from bankruptcy, insolvency or other similar laws affecting creditors' rights generally).

(b) There is no action, suit or proceeding pending or, to the knowledge of the Guarantor, threatened against or affecting the Guarantor which, if adversely determined, would have a material adverse effect on the condition (financial or otherwise), properties or assets of the Guarantor, or which would question the validity of this Guaranty or any instrument, document or other agreement related hereto or required hereby, or impair the ability of the Guarantor to perform its obligations hereunder or thereunder.

(c) Guarantor are not in default of any material provision under any material

agreement, instrument, decree or order to which it is a party, or by which it or its property is bound or affected.

(d) No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any governmental authority or any third party is required in connection with the execution and delivery of this Guaranty or any of the agreements or instruments herein mentioned to which the Guarantor is a party, or the carrying out or performance of any of the transactions required or contemplated hereby or thereby, or, if required, such consent, approval, order or authorization has been obtained or such registration, declaration or filing has been accomplished, or such notice has been given prior to the date hereof.

(e) Guarantor have filed all tax returns required to be filed, and have paid all taxes shown thereon to be due, including interest and penalties, which are not being contested in good faith and by appropriate proceedings, and it has no information or knowledge of any objections to or claims for additional taxes in respect of federal income or excess profits tax returns for prior years.

23. Agrees that the liability of the Guarantor and any other guarantor of the Obligations shall be joint and several.

24. Acknowledge, understand, and agree that if Lender enters into, has entered into, or will enter into, any form of guaranty with any other lending institution under which it guaranties a portion of the Obligations, then the Guarantor will not be a co-guarantor with the Lender, shall have no right of contribution with the Lender, shall have no right of contribution against the Lender, and all liability hereunder shall continue notwithstanding payment by the Lender under any guaranty to such other lending institution.

25. Agrees that the Guarantor will directly or indirectly benefit by the making of the Loan, and that the Lender has agreed to make the Loan in reliance upon this Guaranty.

26. Agrees that if, at any time, all or any part of any payment previously applied by the Lender to any of the Obligations must be returned by the Lender for any reason, whether by court order, administrative order or settlement, the Guarantor shall remain liable for the full amount returned as if said amount had never been received by the Lender, notwithstanding any term of this Guaranty or the cancellation or return of any note or other agreement evidencing the Obligations.

27. Agrees that all liability hereunder shall continue notwithstanding the incapacity, lack of authority, death, or disability of any one or more of the Guarantor, and that any failure by the Lender or its assigns to file or enforce a claim against the estate of any of the Guarantor shall not operate to release any other of the Guarantor from liability hereunder. The failure of any other person to sign this Guaranty shall not release or affect the liability of any of the Guarantor.

28. Consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this Guaranty, waives any argument that venue in such forums is not convenient, and agrees and consents that any litigation initiated by either the Borrower, the Guarantor or the Lender relating to and in connection with this Guaranty shall venue in either the District Court for the County of Ramsey State of Minnesota, or the United States District Court for the District of Minnesota which is located in the City of Saint Paul, County of Ramsey, State of Minnesota.

29. Agrees to furnish Lender or the holder of the Note, so long as any part of the Obligations remain unpaid; (i) federal and state tax returns within 30 days after they have been filed, and (ii) upon demand, but not more often than semiannually, a financial statement setting forth, in reasonable detail, the assets, liabilities, and net worth of the Guarantor.

THE UNDERSIGNED entered into and executed this City of Rogers Guaranty on the day and date indicated immediately below their respective signatures.

GUARANTOR:

_____.

Executed on _____, 20__.

STATE OF MINNESOTA

COUNTY OF _____

The foregoing City of _____ Guaranty was acknowledged before me _____, 20__, by _____ of _____ on his/her own behalf.

Notary Public

Executed on _____, 20__.

STATE OF MINNESOTA

COUNTY OF _____

The foregoing City of _____ Guaranty was acknowledged before me
_____, 20____, by _____, _____ of _____ on his/her own
behalf.

Notary Public



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: November 27, 2018

Agenda Item: No. 6.1

Subject: Public Hearing to Consider the Vacation of Excess and Dedication of New Road Rights-of-Way on South Diamond Lake Road

Prepared By: John Seifert; Public Works Director

Recommended City Council Action

Motion to Approve Resolution 2018-104 Vacating Excess Right-of-Way and Dedication of New Road Rights-of-Way on South Diamond Lake Road.

Overview / Background

The City of Rogers needs to realign the Right of Way adjacent to the Rogers Wines and Spirit in order to more accurately meet the needs of the community. The original ROW was dedicated by two separate projects. The first happened in 1996 with the assistance from MNDOT that delivered the new intersection of State Hwy 101 and the South Diamond Lake Road intersection. The state of Minnesota then dedicated back to the City the excess ROW of South Diamond Lake Road approximately 50 Feet west of the Target entrance. The rest of the ROW was dedicated with the Target and Kohl's Plat that provided ROW for the extension of the S. Diamond Lake Road past Kohl's site.

As part of this right of way adjustment, City staff is proposing a land exchange of a vacant excess city property on South Diamond Lake Road to improve sight lines at the intersection with Target's entrance and the expansion of land for the RWAS site to accommodate a better sloping and retaining wall landscape plan.

The attached parcel diagram demonstrates the area of excess road right of way that will need to be vacated prior to the land exchange along with the legal description for the vacation.

It has been determined by the City Engineer this right-of-way no longer serves any public purpose. Attached is a letter of finding from the City Engineer.

During this public hearing the City is requesting public comments regarding the formal vacation of excess road right-of-way.

Staff Recommendation

Motion to Approve Resolution 2018-104 Vacating Excess Right-of-Way and Dedication of New Road Rights-of-Way on South Diamond Lake Road.

Financial Impact: None

Budgeted? Yes

Source Fund:

Notes:

ATTACHMENTS:

Description

2018-104 Vacation of Excess and Dedication of New Road Rights-of-Way on South Diamond Lake Road

ROW S. Diamond Lake Road

Legal Description S. Diamond Lake Road ROW

Memo to Council - No Public Use

RESOLUTION NO. 2018 - 104

**A RESOLUTION VACATING EXCESS RIGHT-OF-WAY AND DEDICATION OF
NEW ROAD RIGHTS-OF-WAY ON SOUTH DIAMOND LAKE ROAD**

WHEREAS, the City of Rogers has identified excess right-of-way for South Diamond Lake Road as identified in Exhibit A; and

WHEREAS, City of Rogers needs to realign the Right of Way adjacent to the Rogers Wines and Spirit in order to more accurately meet the needs of the community; and

WHEREAS, the City Council has found it appropriate to initiate the vacation of excess right-of-way and attach the vacated square footage of land to the adjacent properties; and

WHEREAS, the right-of-way of South Diamond Lake Road has been reviewed by the City Engineer for the City of Rogers and found to have no public purpose; and

WHEREAS, the City Council has directed the detachment of a portion of Lot 6, Block 1, Rogers Retail Centre 2nd Addition as described in the land acquisition legal description for the purposes of publicly dedicating as road right-of-way; and

WHEREAS, the City Council held a public hearing on November 27, 2018 to consider the vacation request; all interested parties were notified; and

WHEREAS, there being no objection to the requested vacation.

NOW, THEREFORE, the City of Rogers City Council **RESOLVES** to vacate and acquire per the following legal descriptions:

That part of the following described parcel of land in the City of Rogers:

Lot 6, Block 1, Rogers Retail Centre 2nd Addition, as is on file and of record in the office of the County Recorder, Hennepin County, Minnesota

Which lies within the following area for land acquisition and dedication of right-of-way:

That part of Lot 6, Block 1, Rogers Retail Centre 2nd Addition which lies northeasterly of the following described line: beginning at a point on the east line of said Lot 6, point being 25.00 feet south of the most east northeast corner of said Lot 6; thence northwesterly to a point on the north line of said Lot 6, point being 25.00 feet westerly of the most east northeast corner of said Lot 6 and said line there terminating.

And also

That part of Lot 6, Block 1, Rogers Retail Centre 2nd Addition described as follows: beginning at the Northwest corner of said Lot 6; thence South 88 degrees 53 minutes 17 seconds East, assumed bearing along the north line of said Lot 6, 116.26 feet, thence South 00 degrees 42 minutes 59 seconds West, 19.00 feet; thence North 84 degrees 30 minutes 06 seconds West,

120.63 feet to a point on the west line of said Lot 6, thence North 22 degrees 48 minutes 48 seconds East, along the west line of said Lot 6, 10.52 feet to the point of beginning.

Which lies within the following right of way area for vacation and subsequent combination to Lot 6, Block 1, Rogers Retail Centre 2nd Addition:

That part of Parcel 4A MnDOT Right of Way Plat Number 27-64 described as follows: commencing at the Northwest corner of Lot 6, Block 1, Rogers Retail Centre 2nd Addition; thence South 88 degrees 53 minutes 17 seconds East, assumed bearing along the north line of said Lot 6, 116.26 feet, thence South 00 degrees 42 minutes 59 seconds West, 19.00 feet to the point of beginning; thence South 89 degrees 17 minutes 01 seconds East, 66.36 feet; thence South 44 degrees 05 minutes 09 seconds East, 25.37 feet to a point on the north line of said Lot 6, point being 25.00 feet westerly of the most east northeast corner of said Lot 6; thence North 89 degrees 17 minutes 01 seconds West, along the north line of said Lot 6, 84.24 feet; thence North 00 degrees 42 minutes 59 seconds East, 18.00 feet to the point of beginning.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said Resolution:

The following voted against the same:

The following abstained:

Whereupon said Resolution was declared duly passed and adopted, and was signed by the Mayor and attested by the Clerk dated this 27th day of November, 2018.

Mayor

ATTEST:

City Clerk

Exhibit A

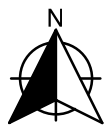




LAND ACQUISITION AREA = 1710 sq ft & 312 sq ft



RIGHT OF WAY VACATION AREA = 1355 sq ft



Prepared by:



RWAS Land Acquisition and Right of
Way Vacation
Parcel Sketch

City of Rogers, Minnesota

WSB Project No. 1879-00

Date: 10/10/18



P.I.D. No. 1412023340015

Date: October 10, 2018

That part of the following described parcel of land in the City of Rogers:

Lot 6, Block 1, Rogers Retail Centre Second Addition, as is on file and of record in the office of the County Recorder, Hennepin County, Minnesota

Which lies within the following area for land acquisition:

That part of Lot 6, Block 1, Rogers Retail Centre Second Addition which lies northeasterly of the following described line: beginning at a point on the east line of said Lot 6, point being 25.00 feet south of the most east northeast corner of said Lot 6; thence northwesterly to a point on the north line of said Lot 6, point being 25.00 feet westerly of the most east northeast corner of said Lot 6 and said line there terminating.

And also

That part of Lot 6, Block 1, Rogers Retail Centre Second Addition described as follows: beginning at the Northwest corner of said Lot 6; thence South 88 degrees 53 minutes 17 seconds East, assumed bearing along the north line of said Lot 6, 116.26 feet, thence South 00 degrees 42 minutes 59 seconds West, 19.00 feet; thence North 84 degrees 30 minutes 06 seconds West, 120.63 feet to a point on the west line of said Lot 6, thence North 22 degrees 48 minutes 48 seconds East, along the west line of said Lot 6, 10.52 feet to the point of beginning.

Which lies within the following right of way area for vacation:

That part of Parcel 4A MnDOT Right Of Way Plat Number 27-64 described as follows: commencing at the Northwest corner of Lot 6, Block 1, Rogers Retail Centre Second Addition; thence South 88 degrees 53 minutes 17 seconds East, assumed bearing along the north line of said Lot 6, 116.26 feet, thence South 00 degrees 42 minutes 59 seconds West, 19.00 feet to the point of beginning; thence South 89 degrees 17 minutes 01 seconds East, 66.36 feet; thence South 44 degrees 05 minutes 09 seconds East, 25.37 feet to a point on the north line of said Lot 6, point being 25.00 feet westerly of the most east northeast corner of said Lot 6; thence North 89 degrees 17 minutes 01 seconds West, along the north line of said Lot 6, 84.24 feet; thence North 00 degrees 42 minutes 59 seconds East, 18.00 feet to the point of beginning.

Parties: City of Rogers

Note: This is not a legal document. It is intended only to present the information to prepare the necessary documents for the acquisition of the easements described above by proceedings in eminent domain or negotiation.



City of Rogers
22350 South Diamond Lake Road
Rogers, Minnesota 55374
Phone: 763.428.2253
Fax: 763.428.4470
www.cityofrogers.org

November 20, 2018

Honorable Mayor and City Council
City of Rogers
22350 South Diamond Lake Road
Rogers, MN 55374

Re: South Diamond Lake Road Right-of-Way Vacation

Mayor and Council Members:

After review of the existing South Diamond Lake Road right-of-way, it has been found that a vacation of right-of-way in the southwest quadrant of South Diamond Lake Road and Northdale Boulevard is in the best interest of the public.

The right-of-way portion being vacated no longer serves a useful public function for the City of Rogers.

Regards,

Cody Holmes, P.E.
Civil Project Engineer



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: November 27, 2018

Agenda Item: No. 7.1

Subject: Accepting Acquisition of Outlot B of Lyndhaven Meadows from RM Investments, LLC

Prepared By: Amy Patnode, Planning Associate

Recommended City Council Action

Motion to approve Acquisition of Outlot B of Lyndhaven Meadows via quit claim deed.

Overview / Background

Lyndhaven Meadows subdivision was platted and recorded in 2006 and at that time Outlot B was created. The Outlot is .11 acres and located east of three (3) homes in the Lyndhaven Development and west of a single family home off 129th. The single family home is 2.27 acres and guided as mid-density in the draft 2040 Comprehensive Plan.

The Outlot is a long and thin parcel, the dimensions are 15.91' x 310.00' for a total of 0.11 acres. The City would take possession of Outlot B, with the primary intention to facilitate future redevelopment of the property to the east, located at 23169 129th Ave N. There is a city owned wetland to the south of the parcel, although the Outlot does not abut the wetland.

The single family home off 129th has a shed on the west side of the property. The shed is said to be the reason Outlot B was created. The shed is setback from the property an estimated four (4) feet and has a driveway to the west of the shed (located on Outlot B). It is understood that at time of platting Lyndhaven Meadows, the property owner of the single family home wanted to keep his access driveway to his shed, and did not want the development to encroach onto his driveway. As a result, the developers created an Outlot to satisfy the resident.

The developer of Lyndhaven Meadows recently approached the City asking if acquiring the parcel would of interest to the City. City staff had conversation on the subject and ultimately decided the parcel could be used in a beneficial manner.

A Quit Claim Deed has been drafted by LM Investments, LLC conveying possession of the Subject Property to the City. Council action will determine if the Quit Claim Deed will be accepted and recorded.

Staff Recommendation

Recommend Approval of Acquisition of Outlot B of Lyndhaven Meadows.

ATTACHMENTS:

Description

Plat

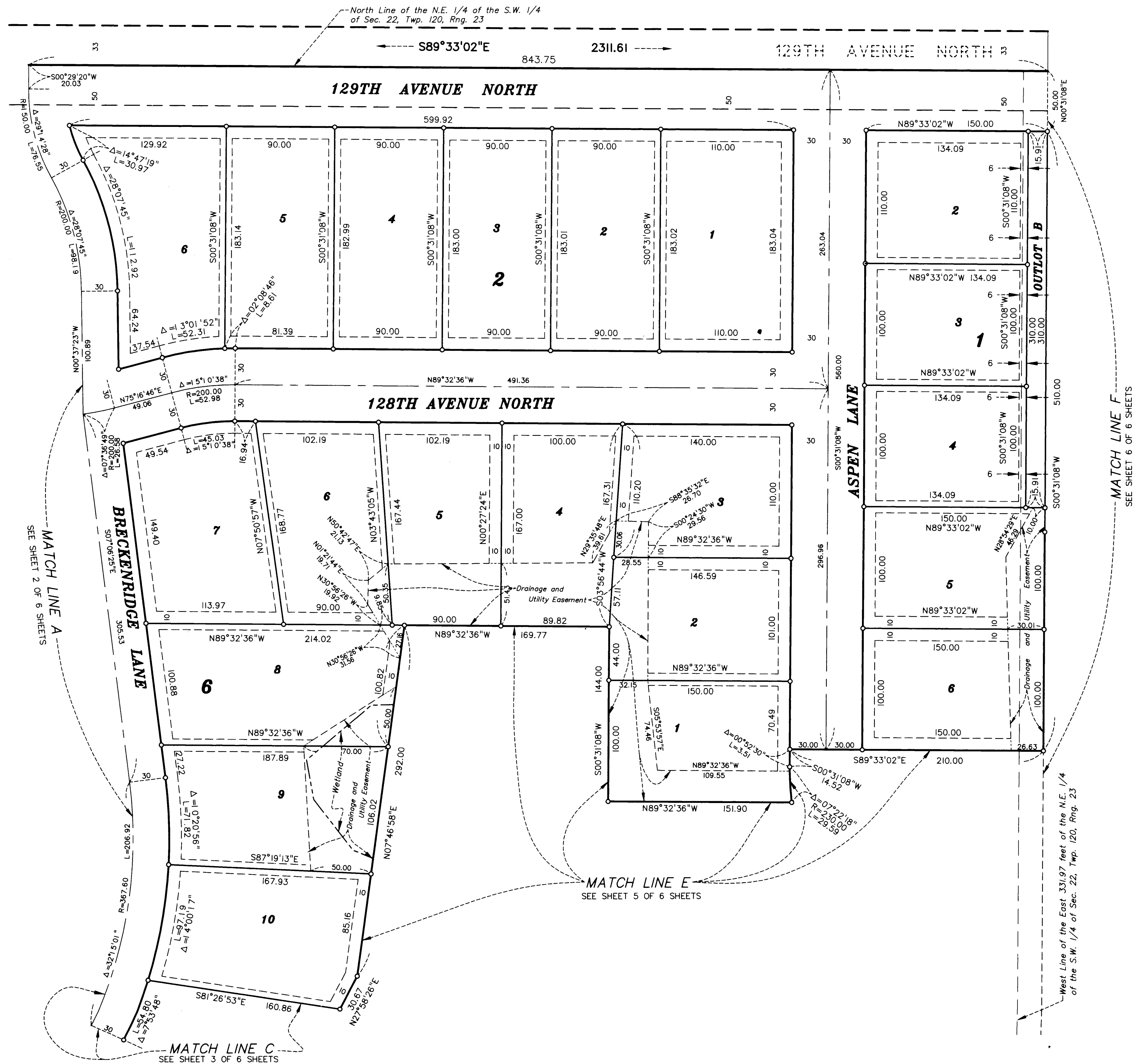
Aerial 1
Aerial 2

LYNDHAVEN MEADOWS

C.R. DOC. NO. 8822634

FILE NO. 21063

5-203





129th Ave N

128th Ave N

Claire Ct

Aspen Ln

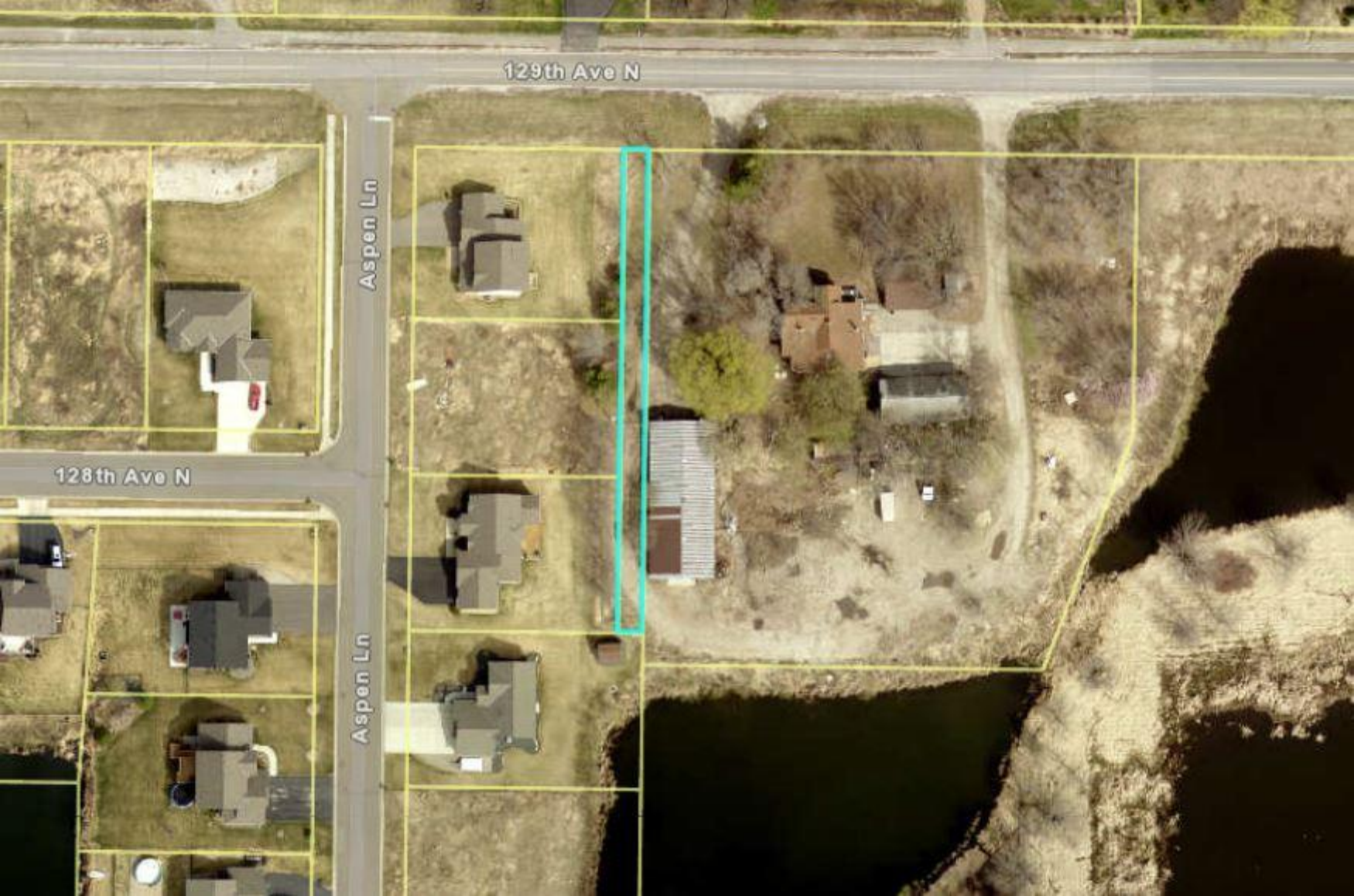
Breckenridge Ln

129th Ave N

Aspen Ln

128th Ave N

Aspen Ln





REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: November 27, 2018

Agenda Item: No. 7.2

Subject: Approval to Hire Blake Bistodeau for the Back Fill of Utility Operator II

Prepared By: John Seifert; Public Works Director

Recommended City Council Action

Motion to approve the rehire of Blake Bistodeau for the Utility Operator II position.

Overview / Background

The City Council authorized the backfill of Utility Operator II at its November 13, 2018 meeting. Subsequently, this position was publicly advertised with the League of Minnesota Cities.

The City subsequently received a communication from previous Rogers utility employee to the City of Rogers currently working for a neighboring city in the same capacity. Upon recommendation from the Utilities Supervisor and Public Works Director, the City Clerk extended a conditional offer of employment letter to Mr. Blake Bistodeau for the backfill of the Utility Operator II position. Mr. Bistodeau has accepted the conditional offer and would be available for employment January 1, 2019 pending Council approval.

The Public Works Department is seeking Council approval to rehire Blake Bistodeau for the backfill of the Utility Operator II position.

Staff Recommendation

Motion to Rehire Blake Bistodeau for the Utility Operator II position.

Financial Impact: None

Budgeted? Yes

Source Fund: Utilities

Notes:



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: November 27, 2018

Agenda Item: No. 9.1

Subject: October 2018 Financial Reports

Prepared By: Lisa L. Herbert, Finance Director

Recommended City Council Action

No action required.

Overview / Background

Please find the attached financial reports for October 2018. The information is unaudited.

General Fund and RAC Special Revenue Fund
Utility Enterprise Funds - Water, Sewer, Storm Sewer
Liquor Enterprise Funds – On Sale, Off Sale
Cash Report – all Funds
Investment Report

Staff Recommendation

Monthly Financial Reports for Council review - no action required.

ATTACHMENTS:

Description

General Fund and RAC Special Revenue Fund
Utility Enterprise Funds - Water, Sewer, Storm Sewer
Liquor Enterprise Funds - On Sale, Off Sale
Cash Report - All Funds
Investment Report

General Fund
Budget to Actual Financial Reports as of October 31, 2018

Fund/Program/Department		2017 YTD Final Jan - Dec	2018 Adopted Annual Budget	2018 Year to Date October	2018 Year to Date Budget Variance	2018 YTD % Collect/ Exp
Revenues						
100-000-0000	General Fund Revenue	\$ 5,652,704.02	\$ 5,823,170.00	\$ 3,267,766.50	\$ 2,555,403.50	56.12%
100-410-1110	Mayor & Council Revenue	124.95	0.00	10.17	(10.17)	N/A
100-410-1320	Administrator Revenue	0.00	0.00	0.00	0.00	N/A
100-410-1325	Other Administration Revenue	136,303.61	69,630.00	169,244.14	(99,614.14)	243.06%
100-410-1330	Information Systems Revenue	380.72	0.00	550.99	(550.99)	N/A
100-410-1410	Elections Revenue	1,007.40	0.00	7.57	(7.57)	N/A
100-410-1520	Finance Revenue	85.79	0.00	234.10	(234.10)	N/A
100-410-1550	Assessing Revenue	19,852.88	14,500.00	22,950.00	(8,450.00)	158.28%
100-410-1600	Legal Services Revenue	0.00	0.00	0.00	0.00	N/A
100-410-1910	Planning & Zoning Revenue	67,403.96	32,300.00	105,242.35	(72,942.35)	325.83%
100-410-1940	General Government Buildings Revenue	317.62	0.00	176.06	(176.06)	N/A
100-410-1941	Community Room Revenue	38,013.67	41,250.00	38,770.59	2,479.41	93.99%
100-410-1950	General Engineering Revenue	206,473.91	154,712.00	136,219.58	18,492.42	88.05%
100-420-2100	Police Protection & Admin. Revenue	419,725.47	386,251.00	424,868.54	(38,617.54)	110.00%
100-420-2110	Police Reserves Revenue	0.00	0.00	11.70	(11.70)	N/A
100-420-2210	Fire Fighting & Administration Revenue	162,987.58	167,570.00	166,707.84	862.16	99.49%
100-420-2230	Fire Prevention Revenue	10.20	0.00	13.78	(13.78)	N/A
100-420-2290	Fire Relief Association Revenue	107,936.60	106,937.00	114,405.48	(7,468.48)	106.98%
100-420-2400	Building Inspection - Contract Revenue	629,642.07	512,987.00	788,561.27	(275,574.27)	153.72%
100-420-2500	Emergency Management Revenue	8,786.12	4,500.00	13,603.97	(9,103.97)	302.31%
100-420-2600	Traffic Signals Revenue	95.68	0.00	5,652.63	(5,652.63)	N/A
100-420-2700	Animal Control Revenue	528.00	500.00	365.00	135.00	73.00%
100-430-3000	General Public Works Revenue	12,215.70	8,050.00	24,948.55	(16,898.55)	309.92%
100-430-3121	Paved Streets Revenue	183,090.60	199,416.00	217,079.98	(17,663.98)	108.86%
100-430-3122	Unpaved Streets Revenue	0.00	0.00	7.79	(7.79)	N/A
100-430-3124	Sidewalks Revenue	1,450.00	0.00	0.00	0.00	N/A
100-430-3125	Ice & Snow Removal Revenue	20.03	0.00	15.25	(15.25)	N/A
100-430-3160	Street Lighting Revenue	743.34	0.00	125.37	(125.37)	N/A
100-430-3245	Recycling Revenue	178,136.83	171,984.00	153,889.12	18,094.88	89.48%
100-430-3260	Weed/Tree/Grass Control Revenue	10,600.97	10,000.00	11,375.00	(1,375.00)	113.75%
100-450-5120	Community Recreation Revenue	69,529.21	74,700.00	56,513.28	18,186.72	75.65%
100-450-5130	Rockin' Rogers Days Revenue	1,014.83	0.00	0.00	0.00	N/A
100-450-5186	Senior Recreation/Transp. Revenue	24,095.81	28,200.00	19,486.68	8,713.32	69.10%
100-450-5200	Parks Revenue	53,861.01	40,567.00	47,329.44	(6,762.44)	116.67%
100-450-5300	Trails Revenue	0.00	0.00	0.00	0.00	N/A
100-493-9360	Operating Transfers In	204,845.00	225,000.00	0.00	225,000.00	0.00%
100-493-9370	Other Financing Sources - Sale of Assets	4,407.00	0.00	0.00	0.00	N/A
General Fund Revenue Total		\$ 8,196,390.58	\$ 8,072,224.00	\$ 5,786,132.72	\$ 2,286,091.28	71.68%
Expenses						
100-410-1110	Mayor & Council Expense	\$ 31,268.09	\$ 30,079.00	\$ 29,396.74	\$ 682.26	97.73%
100-410-1320	Administrator Expense	0.00	0.00	0.00	0.00	N/A
100-410-1325	Other Administration Expense	575,165.33	596,140.00	530,326.87	65,813.13	88.96%
100-410-1330	Information Systems Expense	217,615.81	240,856.00	198,716.88	42,139.12	82.50%
100-410-1400	Clerk Expense	0.00	0.00	0.00	0.00	N/A
100-410-1405	Deputy Clerk Expense	0.00	0.00	0.00	0.00	N/A
100-410-1410	Elections Expense	3,913.91	15,329.00	8,077.33	7,251.67	52.69%
100-410-1520	Finance Expense	256,287.38	259,802.00	222,490.67	37,311.33	85.64%
100-410-1550	Assessing Expense	135,000.00	145,000.00	145,000.00	0.00	100.00%
100-410-1600	Legal Services Expense	0.00	0.00	0.00	0.00	N/A
100-410-1910	Planning & Zoning Expense	163,058.50	190,480.00	162,992.09	27,487.91	85.57%
100-410-1940	General Government Buildings Expense	66,643.25	106,177.00	52,069.17	54,107.83	49.04%
100-410-1941	Community Room Expense	78,818.57	69,999.00	61,633.27	8,365.73	88.05%
100-410-1950	General Engineering Expense	297,803.72	233,939.00	228,032.57	5,906.43	97.48%
100-420-2100	Police Protection & Admin. Expense	2,761,752.45	2,973,855.00	2,464,264.97	509,590.03	82.86%
100-420-2110	Police Reserves Expense	4,262.50	8,400.00	4,761.69	3,638.31	56.69%
100-420-2210	Fire Fighting & Administration Expense	566,543.01	658,409.00	470,989.43	187,419.57	71.53%
100-420-2230	Fire Prevention Expense	1,143.72	3,450.00	1,479.49	1,970.51	42.88%
100-420-2290	Fire Relief Association Expense	127,436.60	125,437.00	132,905.48	(7,468.48)	105.95%
100-420-2400	Building Inspection - Contract Expense	197,949.56	166,256.00	185,070.03	(18,814.03)	111.32%
100-420-2500	Emergency Management Expense	14,387.75	22,750.00	13,864.60	8,885.40	60.94%
100-420-2600	Traffic Signals Expense	20,069.69	20,000.00	8,700.75	11,299.25	43.50%
100-420-2700	Animal Control Expense	3,282.00	3,400.00	3,163.00	237.00	93.03%
100-430-3000	General Public Works Expense	590,881.32	652,170.00	514,028.44	138,141.56	78.82%
100-430-3121	Paved Streets Expense	99,405.14	218,366.00	156,282.12	62,083.88	71.57%
100-430-3122	Unpaved Streets Expense	123,426.06	114,000.00	85,780.17	28,219.83	75.25%
100-430-3124	Sidewalks Expense	23,283.31	40,000.00	38,628.00	1,372.00	96.57%
100-430-3125	Ice & Snow Removal Expense	36,007.59	97,538.00	39,224.38	58,313.62	40.21%
100-430-3160	Street Lighting Expense	92,762.99	83,000.00	60,471.11	22,528.89	72.86%
100-430-3245	Recycling Expense	153,781.40	159,529.00	124,178.66	35,350.34	77.84%
100-430-3260	Weed/Tree/Grass Control Expense	30,152.96	32,000.00	18,361.26	13,638.74	57.38%
100-450-5120	Community Recreation Expense	203,500.93	210,794.00	122,916.24	87,877.76	58.31%
100-450-5130	Rockin' Rogers Days Expense	9,653.59	8,500.00	7,872.47	627.53	92.62%
100-450-5186	Senior Recreation/Transp. Expense	65,351.99	79,502.00	51,277.70	28,224.30	64.50%
100-450-5200	Parks Expense	504,685.69	518,967.00	443,526.83	75,440.17	85.46%
100-493-9360	Operating Transfers Out	113,662.00	0.00	0.00	0.00	N/A
General Fund Expense Total		\$ 7,568,956.81	\$ 8,084,124.00	\$ 6,586,482.41	\$ 1,497,641.59	81.47%
100	General Fund Rev over/(under) Expenses	\$ 627,433.77	\$ (11,900.00)	\$ (800,349.69)	\$ 788,449.69	

Rogers Activity Center (RAC) Special Revenue Fund
Budget to Actual Financial Reports as of October 31, 2018

Fund/Program/Department		2017 YTD Final Jan - Dec	2018 Adopted Annual Budget	2018 Year to Date October	2018 Year to Date Budget Variance	2018 YTD % Collect/ Exp
Revenues						
205-450-5205	RAC Revenue	\$ 867,659.60	\$ 803,964.00	\$ 464,098.10	\$ 339,865.90	57.73%
205-493-9360	Operating Transfers In	0.00	0.00	0.00	0.00	N/A
Rogers Activity Center (RAC) Revenue Total		\$ 867,659.60	\$ 803,964.00	\$ 464,098.10	\$ 339,865.90	57.73%
Expenses						
205-450-5205	RAC Expense	\$ 487,796.15	\$ 494,594.00	\$ 384,588.07	\$ 110,005.93	77.76%
205-493-9360	Operating Transfers Out	2,480.00	197,656.00	0.00	197,656.00	0.00%
Rogers Activity Center (RAC) Expense Total		\$ 490,276.15	\$ 692,250.00	\$ 384,588.07	\$ 307,661.93	55.56%
205	Rogers Activity Center (RAC) over/(under) Expenses	\$ 377,383.45	\$ 111,714.00	\$ 79,510.03	\$ 32,203.97	

City of Rogers
Municipal Utilities Budget to Actual Report
October 31, 2018

Water Department				
2017 Final Year to Date Jan-Dec	2018 Adopted Budget	2018 Year to Date October	2018 Year to Date Budget Var	2018 % Collected/ Exp

Operating Revenue:

Charges for Services	\$ 1,011,899	\$ 966,300	\$ 892,010	\$ 74,290	92.31%
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Operating Expenses:

Personal Services	\$ 228,318	\$ 353,976	\$ 264,830	\$ 89,146	74.82%
Supplies	124,471	208,350	129,046	79,304	61.94%
Other Services and charges*	304,714	304,500	308,639	(4,139)	101.36%
Depreciation	542,747	550,000	-	550,000	0.00%

Total Operating Expenses:	\$ 1,200,250	\$ 1,416,826	\$ 702,515	\$ 714,311	49.58%
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Net Operating Income (Loss)

	\$ (188,351)	\$ (450,526)	\$ 189,495	\$ (640,021)	
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Non-operating Revenue (expenses):

Investment Earnings	\$ 41,338	\$ 35,000	\$ 28,617	\$ 6,383	81.76%
Interest expense	(28,845)	(26,920)	(13,460)	(13,460)	50.00%
Bond fees/discounts	(242)	(225)	(414)	189	184.00%

Total Non-operating revenue (expenses):

	\$ 12,251	\$ 7,855	\$ 14,743	\$ (6,888)	187.69%
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Income (Loss) before Contributions & Transfers

	\$ (176,100)	\$ (442,671)	\$ 204,237	\$ (646,908)	
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Contributions from Other Funds	\$ 816,597	\$ 300,000	\$ -	\$ 300,000	0.00%
Miscellaneous Revenue (PERA Pension)	36	-	-	-	N/A
Transfers in	134,020	131,920	-	131,920	0.00%
Transfers out	(75,000)	(75,000)	-	(75,000)	0.00%

Net Income (Loss)

	\$ 699,552	\$ (85,751)	\$ 204,237	\$ (289,988)	
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Net Income as a % of

Total Operating Revenue: 69% -9% 23%
*yr to date include large capital purchases that will be reclassified to balance sheet at year end

Sewer Department				
2017 Final Year to Date Jan-Dec	2018 Adopted Budget	2018 Year to Date October	2018 Year to Date Budget Var	2018 % Collected/ Exp

	\$ 884,237	\$ 869,850	\$ 808,717	\$ 61,133	92.97%
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	\$ 227,684	\$ 332,593	\$ 263,599	\$ 68,994	79.26%
	59,070	58,750	50,353	8,397	85.71%
	274,806	287,600	241,938	45,662	84.12%
	381,170	377,000	-	377,000	0.00%

	\$ 942,730	\$ 1,055,943	\$ 555,889	\$ 500,054	52.64%
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	\$ (58,494)	\$ (186,093)	\$ 252,827	\$ (438,920)	
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	\$ 18,858	\$ 19,000	\$ 12,824	\$ 6,176	67.49%
	-	-	-	-	N/A
	-	-	-	-	N/A

	\$ 18,858	\$ 19,000	\$ 12,824	\$ 6,176	67.49%
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Income (Loss) before Contributions & Transfers

	\$ (39,636)	\$ (167,093)	\$ 265,651	\$ (432,744)	
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	\$ 144,037	\$ 175,000	\$ -	\$ 175,000	0.00%
	36	-	-	-	N/A
	-	-	-	-	N/A
	(77,365)	(77,365)	-	(77,365)	0.00%

	\$ 27,072	\$ (69,458)	\$ 265,651	\$ (335,109)	
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3% -8% 33%

Storm Sewer Department				
2017 Final Year to Date Jan-Dec	2018 Adopted Budget	2018 Year to Date October	2018 Year to Date Budget Var	2018 % Collected/ Exp

	\$ 537,472	\$ 524,700	\$ 464,607	\$ 60,093	88.55%
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	\$ 128,211	\$ 224,093	\$ 180,917	\$ 43,176	80.73%
	12,515	16,250	18,440	(2,190)	113.48%
	120,739	174,800	120,856	53,944	69.14%
	201,198	205,000	-	205,000	0.00%

	\$ 462,663	\$ 620,143	\$ 320,213	\$ 299,930	51.64%
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	\$ 74,809	\$ (95,443)	\$ 144,394	\$ (239,837)	
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	\$ 12,831	\$ 10,000	\$ 9,970	\$ 30	99.70%
	-	-	-	-	N/A
	-	-	-	-	N/A

	\$ 12,831	\$ 10,000	\$ 9,970	\$ 30	99.70%
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Income (Loss) before Contributions & Transfers

	\$ 87,640	\$ (85,443)	\$ 154,364	\$ (239,807)	
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	\$ 122,335	\$ 80,000	\$ -	\$ 80,000	0.00%
	23	-	-	-	N/A
	-	-	-	-	N/A
	(15,000)	(15,000)	-	(15,000)	0.00%

	\$ 194,998	\$ (20,443)	\$ 154,364	\$ (174,807)	
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36% -4% 33%

Total Municipal Utilities				
2017 Final Year to Date Jan-Dec	2018 Adopted Budget	2018 Year to Date October	2018 Year to Date Budget Var	2018 % Collected/ Exp

	\$ 2,433,607	\$ 2,360,850	\$ 2,165,334	\$ 195,516	91.72%
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	\$ 584,213	\$ 910,662	\$ 709,346	\$ 201,316	77.89%
	196,056	283,350	197,839	85,511	69.82%
	700,259	766,900	671,433	95,467	87.55%
	1,125,115	1,132,000	-	1,132,000	0.00%

	\$ 2,605,643	\$ 3,092,912	\$ 1,578,617	\$ 1,514,295	51.04%
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	\$ (172,036)	\$ (732,062)	\$ 586,716	\$ (1,318,778)	
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	\$ 73,026	\$ 64,000	\$ 51,411	\$ 12,589	80.33%
	(28,845)	(26,920)	(13,460)	(13,460)	50.00%
	(242)	(225)	(414)	189	184.00%

	\$ 43,939	\$ 36,855	\$ 37,537	\$ (682)	101.85%
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Income (Loss) before Contributions & Transfers

	\$ (128,097)	\$ (695,207)	\$ 624,253	\$ (1,319,460)	
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	\$ 1,082,969	\$ 555,000	\$ -	\$ 555,000	0.00%
	95	-	-	-	N/A
	134,020	131,920	-	131,920	0.00%
	(167,365)	(167,365)	-	(167,365)	0.00%

	\$ 921,622	\$ (175,652)	\$ 624,253	\$ (799,905)	
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38% -7% 29%

City of Rogers
Municipal Liquor Budget to Actual Report
October 31, 2018

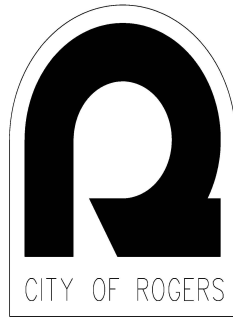
On Sale Liquor Department (Muni)					
2017 Final Year to Date Jan-Dec	2018 Adopted Budget	2018 Year to Date October	2018 Year to Date Budget Var	2018 % Collected/ Exp	
Operating Revenue:					
Sales	\$ 378,977	\$ 382,400	\$ 343,107	\$ 39,293	89.72%
Cost of Sales	(109,827)	(104,900)	(99,685)	(5,215)	95.03%
Gross Profit	\$ 269,150	\$ 277,500	\$ 243,422	\$ 34,079	87.72%
Operating Expenses:					
Personal Services	\$ 108,267	\$ 171,241	\$ 135,346	\$ 35,895	79.04%
Supplies	18,454	12,650	12,161	489	96.13%
Other Services and charges	104,010	72,410	89,502	(17,092)	123.60%
Depreciation	6,569	8,000	-	8,000	0.00%
Total Operating Expenses:	\$ 237,300	\$ 264,301	\$ 237,009	\$ 27,292	89.67%
Net Operating Income (Loss)	\$ 31,850	\$ 13,199	\$ 6,412	\$ 6,787	
Non-operating Revenue (expenses):					
Investment Earnings	\$ -	\$ -	\$ -	\$ -	N/A
Total Non-operating revenue (expenses):	\$ -	\$ -	\$ -	\$ -	N/A
Income (Loss) before Contributions & Transfers	\$ 31,850	\$ 13,199	\$ 6,412	\$ 6,787	
Miscellaneous Revenue (PERA Pension)	\$ 20	\$ -	\$ -	\$ -	N/A
Transfers out	(11,952)	(13,000)	(10,342)	(2,658)	79.55%
Net Income (Loss)	\$ 19,918	\$ 199	\$ (3,930)	\$ 4,129	
Net Income as a % of Total Operating Revenue:	7%	0%	-2%		

Off Sale Liquor Department (RWAS)					
2017 Final Year to Date Jan-Dec	2018 Adopted Budget	2018 Year to Date October	2018 Year to Date Budget Var	2018 % Collected/ Exp	
\$ 3,138,699	\$ 3,066,300	\$ 2,626,196	\$ 440,104	85.65%	
(2,339,011)	(2,261,300)	(1,940,601)	(320,699)	85.82%	
\$ 799,688	\$ 805,000	\$ 685,595	\$ 119,405	85.17%	
\$ 237,952	\$ 371,333	\$ 296,425	\$ 74,908	79.83%	
9,181	8,325	10,420	(2,095)	125.16%	
143,437	123,700	130,909	(7,209)	105.83%	
26,307	26,000	-	26,000	0.00%	
\$ 416,877	\$ 529,358	\$ 437,754	\$ 91,604	82.70%	
\$ 382,811	\$ 275,642	\$ 247,842	\$ 27,800		
\$ (1,139)	\$ -	\$ 3,793	\$ (3,793)	N/A	
\$ (1,139)	\$ -	\$ 3,793	\$ (3,793)	N/A	
\$ 381,672	\$ 275,642	\$ 251,634	\$ 24,008		
\$ 44	\$ -	\$ -	\$ -	N/A	
(200,000)	(225,000)	-	(225,000)	0.00%	
\$ 181,716	\$ 50,642	\$ 251,634	\$ (200,992)		
23%	6%	37%			

Total Liquor					
2017 Final Year to Date Jan-Dec	2018 Adopted Budget	2018 Year to Date October	2018 Year to Date Budget Var	2018 % Collected/ Exp	
\$ 3,517,676	\$ 3,448,700	\$ 2,969,303	\$ 479,397	86.10%	
(2,448,838)	(2,366,200)	(2,040,286)	(325,914)	86.23%	
\$ 1,068,838	\$ 1,082,500	\$ 929,017	\$ 153,483	85.82%	
\$ 346,219	\$ 542,574	\$ 431,771	\$ 110,803	79.58%	
27,635	20,975	22,581	(1,606)	107.65%	
247,447	196,110	220,411	(24,301)	112.39%	
32,877	34,000	-	34,000	0.00%	
\$ 654,177	\$ 793,659	\$ 674,763	\$ 118,896	85.02%	
\$ 414,662	\$ 288,841	\$ 254,254	\$ 34,587		
\$ (1,139)	\$ -	\$ 3,793	\$ (3,793)	N/A	
\$ (1,139)	\$ -	\$ 3,793	\$ (3,793)	N/A	
\$ 413,522	\$ 288,841	\$ 258,046	\$ 30,795		
\$ 64	\$ -	\$ -	\$ -	N/A	
(211,952)	(238,000)	(10,342)	(227,658)	4.35%	
\$ 201,634	\$ 50,841	\$ 247,705	\$ (196,864)		
19%	5%	27%			

General Ledger Cash Report

User: bbruska
Printed: 11/13/2018 3:57:28 PM
Period 10 - 10
Fiscal Year 2018



Account Number	Description	Beg Bal	Debits	Credits	End Bal
100	General Fund				
100-000-0000-10100-0000	Cash & Investments	6,425,814.04	645,951.86	875,325.04	6,196,440.86
100-000-0000-10100-4002	Cash & Invest-Warning SirenFee	52,000.00	1,200.00	0.00	53,200.00
100-000-0000-10100-4006	Cash&Invest-PublBldgEnergyCons	14,035.40	0.00	0.00	14,035.40
100	General Fund	6,491,849.44	647,151.86	875,325.04	6,263,676.26
200	Revolving Loan				
200-000-0000-10100-0000	Cash & Investments	168,366.54	4,260.92	2,362.01	170,265.45
200	Revolving Loan	168,366.54	4,260.92	2,362.01	170,265.45
201	Tower & Billboard Leases				
201-000-0000-10100-0000	Cash & Investments	1,023,159.61	35,717.45	0.00	1,058,877.06
201	Tower & Billboard Leases	1,023,159.61	35,717.45	0.00	1,058,877.06
202	Police Forfeitures				
202-000-0000-10100-0000	Cash & Investments	8,053.74	96.00	5,125.00	3,024.74
202	Police Forfeitures	8,053.74	96.00	5,125.00	3,024.74
203	Economic Development				
203-000-0000-10100-0000	Cash & Investments	22,030.71	0.00	595.00	21,435.71
203-000-0000-10100-4008	Cash & Invest - Abatement	73,564.00	0.00	0.00	73,564.00
203	Economic Development	95,594.71	0.00	595.00	94,999.71
205	Rogers Activity Center (Arena)				
205-000-0000-10100-0000	Cash & Investments	332,138.53	41,378.33	40,402.14	333,114.72
205-000-0000-10100-4018	Cash - RAC Sinking Fund	547,745.00	0.00	0.00	547,745.00
205	Rogers Activity Center (Arena)	879,883.53	41,378.33	40,402.14	880,859.72
328	2008B G.O. Impr Rfd Bonds				
328-000-0000-10100-0000	Cash & Investments	205,517.68	0.00	0.00	205,517.68
328	2008B G.O. Impr Rfd Bonds	205,517.68	0.00	0.00	205,517.68
330	2015A AbatementBnds(2006 refi)				
330-000-0000-10100-0000	Cash & Investments	101,740.41	0.00	0.00	101,740.41
330	2015A AbatementBnds(2006 refi)	101,740.41	0.00	0.00	101,740.41
334	2011A G.O. Equip Certificates				
334-000-0000-10100-0000	Cash & Investments	74,637.04	0.00	0.00	74,637.04
334	2011A G.O. Equip Certificates	74,637.04	0.00	0.00	74,637.04
335	2011B G.O. CIP Bonds				
335-000-0000-10100-0000	Cash & Investments	278,897.06	0.00	0.00	278,897.06
335	2011B G.O. CIP Bonds	278,897.06	0.00	0.00	278,897.06
336	2011C Txbl G.O. TIF Bonds				
336-000-0000-10100-0000	Cash & Investments	0.00	0.00	0.00	0.00
336	2011C Txbl G.O. TIF Bonds	0.00	0.00	0.00	0.00
340	2014A G.O. Bonds (CIP&EqCert)				
340-000-0000-10100-0000	Cash & Investments	185,125.09	0.00	0.00	185,125.09
340	2014A G.O. Bonds (CIP&EqCert)	185,125.09	0.00	0.00	185,125.09
341	2015A GO Bnds RD Ext&Int				
341-000-0000-10100-0000	Cash & Investments	306,361.74	0.00	0.00	306,361.74

Account Number	Description	Beg Bal	Debits	Credits	End Bal
341	2015A GO Bnds RD Ext&Int	306,361.74	0.00	0.00	306,361.74
362	2003 G.O. TIF Bonds				
362-000-0000-10100-0000	Cash & Investments	0.00	0.00	0.00	0.00
362	2003 G.O. TIF Bonds	0.00	0.00	0.00	0.00
400	Capital Improvement Projects				
400-000-0000-10100-0000	Cash & Investments	189,365.83	21,960.93	50,153.23	161,173.53
400-000-0000-10100-4005	Cash & Invest - IT SinkingFund	54,505.33	0.00	21,960.93	32,544.40
400-000-0000-10100-4010	Cash - Equipment Snkg Fund	575,278.82	0.00	0.00	575,278.82
400-000-0000-10100-4011	Cash - Fire Stn Sinking Fund	72,655.27	0.00	0.00	72,655.27
400-000-0000-10100-4012	Cash - Gen Govt Bldgs SnkgFund	229,791.59	0.00	0.00	229,791.59
400	Capital Improvement Projects	1,121,596.84	21,960.93	72,114.16	1,071,443.61
401	Pavement Mgmt Program (PMP)				
401-000-0000-10100-0000	Cash & Investments	192,614.45	277,163.85	51,797.88	417,980.42
401	Pavement Mgmt Program (PMP)	192,614.45	277,163.85	51,797.88	417,980.42
402	Revolving Capital				
402-000-0000-10100-0000	Cash & Investments	1,532,244.61	18,379.27	20,125.34	1,530,498.54
402-000-0000-10100-4009	Cash - KinghornDev Trnsp&Util	15,000.00	0.00	0.00	15,000.00
402-000-0000-10100-4014	Cash Paved StrReconstr SnkgFd	-364.00	0.00	0.00	-364.00
402-000-0000-10100-4015	Cash Unpvd Streets Snkg Fund	371,842.05	0.00	0.00	371,842.05
402-000-0000-10100-4908	Cash - HenCo 101144 Proj(ROW)	288,321.08	0.00	0.00	288,321.08
402-000-0000-10100-4999	Cash&Inv-429 AssmtProjCloseout	213,834.79	0.00	0.00	213,834.79
402-000-0000-10100-5000	Cash & Inv-Trnsprtn Infrastruc	2,294,484.87	0.00	18,379.27	2,276,105.60
402-000-0000-10100-5002	Cash & Inv-Territorial CSAH116	47,589.69	0.00	0.00	47,589.69
402-000-0000-10100-5003	Cash & Inv -KingEst FletcherLn	75,773.23	0.00	0.00	75,773.23
402-000-0000-10100-5008	Cash&Inv-BrocktonMdwCSAH13144	600,428.82	0.00	0.00	600,428.82
402	Revolving Capital	5,439,155.14	18,379.27	38,504.61	5,419,029.80
403	Fire Department Capital Outlay				
403-000-0000-10100-0000	Cash & Investments	239,784.03	11,111.10	12,520.00	238,375.13
403	Fire Department Capital Outlay	239,784.03	11,111.10	12,520.00	238,375.13
404	Park Dedication				
404-000-0000-10100-0000	Cash & Investments	1,100,782.45	0.00	3,918.49	1,096,863.96
404-000-0000-10100-4016	Cash - Parks Sinking Fund	255,071.68	0.00	0.00	255,071.68
404	Park Dedication	1,355,854.13	0.00	3,918.49	1,351,935.64
405	Water Trunk				
405-000-0000-10100-0000	Cash & Investments	581,083.37	200.00	67,101.29	514,182.08
405	Water Trunk	581,083.37	200.00	67,101.29	514,182.08
406	Sewer Trunk				
406-000-0000-10100-0000	Cash & Investments	1,348,352.30	3,833.00	16,690.81	1,335,494.49
406	Sewer Trunk	1,348,352.30	3,833.00	16,690.81	1,335,494.49
407	WAC				
407-000-0000-10100-0000	Cash & Investments	2,581,199.59	76,325.00	7,257.38	2,650,267.21
407	WAC	2,581,199.59	76,325.00	7,257.38	2,650,267.21
408	RSAC				
408-000-0000-10100-0000	Cash & Investments	5,988,884.66	76,420.00	86,949.15	5,978,355.51
408	RSAC	5,988,884.66	76,420.00	86,949.15	5,978,355.51
417	Reimer Addn (Town Ctr Devel)				
417-000-0000-10100-0000	Cash & Investments	137,811.74	0.00	0.00	137,811.74
417	Reimer Addn (Town Ctr Devel)	137,811.74	0.00	0.00	137,811.74
427	Trail Dedication				
427-000-0000-10100-0000	Cash & Investments	119,373.69	0.00	9,300.00	110,073.69
427-000-0000-10100-4017	Cash - Trail Sinking Fund	229,756.08	0.00	0.00	229,756.08
427	Trail Dedication	349,129.77	0.00	9,300.00	339,829.77
428	Lions Park				

Account Number	Description	Beg Bal	Debits	Credits	End Bal
428-000-0000-10100-0000 428	Cash & Investments Lions Park	379,125.30 379,125.30	0.00 0.00	0.00 0.00	379,125.30 379,125.30
432	Rogers Drive Realignment				
432-000-0000-10100-0000 432	Cash & Investments Rogers Drive Realignment	835,811.95 835,811.95	0.00 0.00	0.00 0.00	835,811.95 835,811.95
435	Boulder PassPulte Homes				
435-000-0000-10100-0000 435	Cash & Investments Boulder PassPulte Homes	14,053.01 14,053.01	0.00 0.00	0.00 0.00	14,053.01 14,053.01
436	Shaniahs Field (Shamrock)				
436-000-0000-10100-0000 436	Cash & Investments Shaniahs Field (Shamrock)	11,738.13 11,738.13	0.00 0.00	0.00 0.00	11,738.13 11,738.13
438	Storm Sewer Trunk				
438-000-0000-10100-0000 438	Cash & Investments Storm Sewer Trunk	422,932.75 422,932.75	0.00 0.00	0.00 0.00	422,932.75 422,932.75
439	Rogers Drive Trail & Lighting				
439-000-0000-10100-0000 439	Cash & Investments Rogers Drive Trail & Lighting	-29,558.45 -29,558.45	0.00 0.00	0.00 0.00	-29,558.45 -29,558.45
440	Villas at Fletcher Hills				
440-000-0000-10100-0000 440	Cash & Investments Villas at Fletcher Hills	19,081.91 19,081.91	0.00 0.00	0.00 0.00	19,081.91 19,081.91
445	Brcktn Area Ind Pk RD Ext&Int				
445-000-0000-10100-0000 445	Cash & Investments Brcktn Area Ind Pk RD Ext&Int	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00
446	Brcktn Area Ind Pk 8113				
446-000-0000-10100-0000 446	Cash & Investments Brcktn Area Ind Pk 8113	-374,501.65 -374,501.65	0.00 0.00	1,730.00 1,730.00	-376,231.65 -376,231.65
447	Lennar Laurel Creek				
447-000-0000-10100-0000 447	Cash & Investments Lennar Laurel Creek	317,678.25 317,678.25	0.00 0.00	12,260.00 12,260.00	305,418.25 305,418.25
450	TIF #1 CBD Redevelopment				
450-000-0000-10100-0000 450	Cash & Investments TIF #1 CBD Redevelopment	650,927.45 650,927.45	0.00 0.00	2,385.62 2,385.62	648,541.83 648,541.83
456	TIF #10 Belgarde				
456-000-0000-10100-0000 456	Cash & Investments TIF #10 Belgarde	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00
457	TIF #11 Marfield				
457-000-0000-10100-0000 457	Cash & Investments TIF #11 Marfield	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00
458	TIF #12 202 Housing				
458-000-0000-10100-0000 458	Cash & Investments TIF #12 202 Housing	67,112.25 67,112.25	0.00 0.00	0.00 0.00	67,112.25 67,112.25
459	TIF #13 Rogers Plaza				
459-000-0000-10100-0000 459	Cash & Investments TIF #13 Rogers Plaza	64,813.65 64,813.65	0.00 0.00	0.00 0.00	64,813.65 64,813.65
460	TIF #14 Sand Senior Housing				
460-000-0000-10100-0000 460	Cash & Investments TIF #14 Sand Senior Housing	287,773.23 287,773.23	0.00 0.00	0.00 0.00	287,773.23 287,773.23
461	TIF #15 Wellstead Housing				
461-000-0000-10100-0000 461	Cash & Investments TIF #15 Wellstead Housing	80,257.51 80,257.51	0.00 0.00	0.00 0.00	80,257.51 80,257.51

Account Number	Description	Beg Bal	Debits	Credits	End Bal
462	TIF #16 Graco				
462-000-0000-10100-0000	Cash & Investments	4,161.20	0.00	0.00	4,161.20
462	TIF #16 Graco	4,161.20	0.00	0.00	4,161.20
601	Water				
601-000-0000-10100-0000	Cash & Investments	4,505,212.18	226,005.87	95,174.32	4,636,043.73
601	Water	4,505,212.18	226,005.87	95,174.32	4,636,043.73
602	Sewer				
602-000-0000-10100-0000	Cash & Investments	2,111,833.28	117,789.62	61,935.48	2,167,687.42
602	Sewer	2,111,833.28	117,789.62	61,935.48	2,167,687.42
603	Storm Sewer				
603-000-0000-10100-0000	Cash & Investments	1,629,013.05	56,467.16	31,215.49	1,654,264.72
603	Storm Sewer	1,629,013.05	56,467.16	31,215.49	1,654,264.72
609	Municipal Liquor				
609-000-0000-10100-0000	Cash & Investments	760,650.04	365,687.20	297,109.45	829,227.79
609	Municipal Liquor	760,650.04	365,687.20	297,109.45	829,227.79
999	Investment Control				
999-000-0000-10100-0000	Cash & Investments	-218,118.62	38,230.11	0.00	-179,888.51
999	Investment Control	-218,118.62	38,230.11	0.00	-179,888.51
Asset Total		40,694,649.03	2,018,177.67	1,791,773.32	40,921,053.38

