

AGENDA

ROGERS CITY COUNCIL

April 9, 2019 - 7:00 PM

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 March 26, 2019 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Approval of Resolution No. 2019-31, A Resolution Authorizing the Execution of Land Exchange Agreements Associated with Parcels for the Northdale Boulevard Reconstruction Project

5.4 Approve Change Order 2 for the Rogers Drive Street Improvements Project

6. PUBLIC HEARINGS

7. GENERAL BUSINESS

7.1 Small Cell Wireless Aesthetics Policy

7.2 Approve Resolution No. 2019-32, A Resolution Approving An Extension of the Interim Use Permit for the Purpose of Outdoor Storage at 14180 Northdale Boulevard

7.3 Approval of Horizon Roofing Proposal for Roof Replacement for Rogers Fire Station & Community Room

7.4 Approval of Use of Park Dedication Sinking Funds for Tennis Court Repair and Repurposing

7.5 Authorization to Hire Jacob Abrahamson as Park Maintenance I, and Authorization to Advertise

8. OTHER BUSINESS

9. CORRESPONDENCE AND REPORTS

9.1 February 2019 Financial Reports

10. ADJOURN



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: April 9, 2019

Agenda Item: No. 5.1

Subject: Approval of March 26, 2019 City Council Meeting Minutes

Prepared By: Paul Byun, Deputy Clerk/Communications Coordinator

Recommended City Council Action

Motion to approve the March 26, 2019 City Council meeting minutes.

ATTACHMENTS:

Description

03262019 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, March 26, 2019 at 7:00 p.m. at Rogers Community Center, 21201 Memorial Drive, Rogers, MN, 55374.

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

Staff present: Paul Byun, Deputy Clerk/Communications Coordinator; Bob Vose, City Attorney; Lisa Herbert, Finance Director; Stacy Scharber, Assistant City Administrator; John Seifert, Public Works Director; Steve Stahmer, and City Administrator; Bret Weiss, City Engineer; Jason Ziemer, City Planner/Community Development Coordinator; and Brad Feist, Fire Chief.

2. Open Forum

Sue Blee, 14165 James Road, Massage Envy

Here to speak on behalf of the massage therapists that apply. Issue with certification/diploma in hand at time of application. 500 hours required nationwide, no issues with establishment license, but have issues with the individual massage therapists license. Looking to get ordinance reviewed and requesting change to just have 500 hours, they are losing therapists to surrounding communities. Another issue is proof of citizenship- need to wait for weeks at minimum for license or passport before beginning hands on work.

3. Presentations

None.

4. Approve Agenda

The agenda was set as submitted.

5. Consent Agenda

- 5.1** Approval of March 12, 2019 City Council Meeting Minutes
- 5.2** Approval of Bills and Claims
- 5.3** Approval of Resolution No. 2019-21, A Resolution Granting Municipal Consent for the Minnesota Department of Transportation Project - Interstate 94 Unbonded Overlay
- 5.4** Approval of Resolution No. 2019-22, A Resolution Declaring May 18, 2019 as the Rogers Clean-Up Day
- 5.5** Approval of Resolution No. 2019-23, A Resolution Recognizing National Public Works Week for 2019
- 5.6** Approve a Dispatch Agreement between the City of Otsego, the City of Albertville Fire Department, the City of Elk River Fire Department, the City of Rogers Fire Department, and the Wright County Sheriff's Office Dispatch Center
- 5.7** Approval of Massage Establishment License and Massage Therapist License for Elisabeth Turner
- 5.8** Approval to Purchase Replacement Network Router
- 5.9** Approval of Special Event Permit for Rogers High School Tot Trot/5k Color Run on Saturday, May 18, 2019

- 5.10** Authorization to Call for Public Hearing to Vacate Public Road Rights of Way and Easement for Portions of Northdale Blvd.
- 5.11** Approval of Tree Top Clearing Inc Proposal for Work to be Completed at Reservoir Fields
- 5.12** Approval of Resolution No. 2019-28 Approving Amendments to the Designated Municipal State Aid Street System for the City of Rogers, Minnesota
- 5.13** Approval of Resolution 2019-24, A Resolution Awarding Cropland Rental Agreements
- 5.14** Approval of Resolution 2019-29, a Resolution Supporting Legislation to Eliminate the Statutory Exemption Preventing Hennepin and Ramsey Counties from Receiving Motor Vehicle Lease Sales Tax Revenue

Klick, pull item 5.1.

Eiden moved, Jakel seconded a motion to approve the consent agenda less item 5.1. Motion carried 5-0.

Eiden moved, Jakel seconded a motion to approve 5.1. Motion carried 4-0-1. Klick abstaining due to absence at previous council meeting.

6. Public Hearings

None.

7. General Business

7.1 Consider Resolution No. 2019-30, Approving a Request form NLD Rogers, LLC to Except 13101 and 13105 Main Street from the Interim Ordinance.

Zierner's Presentation Highlights: Minnie's Diner Site Redevelopment

- Proposed Project
 - Replat entire block, including gas station
 - Redraw lot lines
 - Create two (2) new lots for redevelopment
 - Redevelop Minnie's Diner site
 - Remove existing 4,020 square foot restaurant space
 - Construct two (2) commercial buildings
 - New, freestanding restaurant: 3,400 square feet
 - New, multi-tenant building: 5,160 square feet (2,000 sf coffee shop; 3,160 sf retail/office space)
- Interim Ordinance (Moratorium)
 - Council approved Ordinance No. 2019-01 on February 26, 2019
 - Interim Ordinance pauses physical development related to zoning, subdivision, site plans, etc.
 - Only areas affected are properties to be guided Commercial & Mixed Use
 - Ordinance in affect during study period – 2040 Comprehensive Plan & Zoning updates
 - Ordinance duration
 - Through December 31, 2019
 - May be lifted early, or extended if necessary

- Ordinance exceptions
 - Proposed development must meet intent of 2040 Plan
 - Existing zoning, subdivision & other officials controls are adequate to protect planning process
- Developer requires approved exception in order to proceed
 - Ordinance conditionals final approval of applications requesting PUD until planning work is complete
- Evaluation of Request
 - Exception Request
 - Exception includes 2 sites necessary to make application
 - Former Minnie's Diner Site, 13105 Main Street
 - Gas station site, 13101 Main Street
 - End use(s) of site post-development: restaurant, coffee shop & retail/office space
 - Type of application not under consideration
 - Developer proposing to apply for: Preliminary & Final Plat, Site Plan & Variance to reduce parking
 - Not evaluating or approving plat, site plan; only granting ability to apply & go through review process
 - Land Use & Zoning of property
 - Current Comprehensive Plan: *Mixed Use-Regional*
 - Current Zoning: *Retail Business (B-1)*
 - Proposed Comprehensive Plan: *Commercial*
- Determinations
 - Change in Land Use per Comprehensive Plan is from Mixed Use-Regional to Commercial
 - Current zoning is commercial (B-1); end zoning will also be commercial
 - Uses are permitted by current commercial zoning; will be permitted with future zoning
- Findings
 - Proposed development clearly meets intent of 2040 Comprehensive Plan
 - Existing & future zoning & official controls are adequate to support the development, protect the planning process
- Recommendations
 - Approve exception based on determinations & findings as stated

Jakel moved, Eiden seconded a motion to approve Resolution No. 2019-30, A Resolution Approving the Exception of 13101 and 13105 Main Street, from the Interim Ordinance, Allowing NLD Rogers, LLC to Proceed Through the City Review and Approval Process for Site Plan, Preliminary Plat, Final Plat and Variance and development of the site. Motion carried 5-0.

7.2 Approve Resolution No. 2019-25, A Resolution Approving a Site Plan Amendment from Alside for 20015 South Diamond Lake Road

Ziemer's Presentation Highlights: Alside Site Plan

- Application

- Site Plan
- Timelines
 - Submittal: 02/06/2019
 - Completeness review: 02/27/2019
 - 60 day review: 04/28/2019
 - Planning Commission: 03/19/2019
 - City Council: 03/26/2019
- Building Site Plan
 - Add two (2) garage doors to North elevation; remove five (5) parking spaces
 - Add two (2) additional dock doors on West elevation
- Fence Site Plan Amendment
 - Relocate fenced outdoor storage area from Building 3 to Building 2
 - Reduction outdoor storage area at Building 3: 34,400 sf
 - Add outdoor storage area at Building 2: 20,000 sf
 - Fence height match existing: 10 feet
 - Maximum height approved with 2006 Conditional Use Permit (CUP)
- Outdoor storage permitted by CUP
 - Maximum 20% of building area
 - Resolution No. 2018-72 amended 2006 CUP to allow up to maximum allowed by Code (20%)
 - Both buildings will be under maximum allowed (51,840 sf)
- Land Use & Zoning
 - Land Use: *Institutional*
 - Zoning: *Single-Family Residential (R-2)*
 - Overlay District: None
- Recommendations & Action Items
 - Planning Commission Recommendations
 - Recommended approval of Site Plan for Building 2, allowing addition of two (2) garage doors & two (2) additional dock doors
 - Recommend approval of Site Plan amendment to relocate outdoor storage from Building 3 to Building 2
 - Conditions
 - As stated on Resolution No. 2019-25

Eiden moved, Klick seconded a motion to approve Resolution 2019-25, A Resolution Approving a Site Plan Amendment from Alside for 20015 South Diamond Lake Road. Motion carried 5-0.

7.3 Two Items Regarding Requests from Independent School District No. 728:

- **Approval of Resolution No. 2019-26, A Resolution Approving a Variance Allowing Fencing to Exceed the City Code Maximum for Fence Height**
- **Approval of Resolution No. 2019-27, A Resolution Granting Site Plan Approvals for the Construction of New Tennis Courts at Rogers High**

**School, 21000 141st Avenue, and Installation of Chiller Units at
Rogers Middle School, 20085 141st Avenue**

Ziemer's Presentation Highlights: School District Site Plans

- Site Plans
 - Application
 - Site Plan
 - Variance (fence height)
 - Timelines
 - Submittal: 02/01/2019
 - Completeness review: 02/25/2019
 - 60 day review: 04/26/2019
 - Planning Commission: 03/19/2019
 - City Council: 03/26/2019
- Land Use & Zoning
 - Land Use: *Institutional*
 - Zoning: *Single-Family Residential (R-2)*
 - Overlay District: None
- Application
 - Site Plan – Rogers High School
 - Construction of eight (8) new tennis courts
 - Previously slated for tennis courts with site plan for High School
 - Lot coverage: 39% (75% maximum)
 - Parking: 20 spaces immediately adjacent; 158 total spaces
 - Landscape: turf (grass), 12 total trees
 - Fencing: perimeter & interior for court separation
 - Site Plan – Rogers Middle School
 - Installation of chiller units
 - Lot coverage: 46% (75% maximum)
 - Fencing: perimeter
- Recommendations & Action Items
 - Planning Commission Recommendations
 - Recommended approval of Variance to 10-foot fence height (w/findings per Resolution)
 - Recommend approval of Site Plans
 - Conditions
 - None
 - Additional Point(s)
 - Future of existing tennis courts at Middle School

Ziemer, possibility to retain the six courts at the Middle School site to be brought forward to City Council for further discussion.

Eiden, sewer is next to the building?

Ziemer, it was a location that made sense for the school district.

Eiden, why is the coolant on the roof?

Ziemer, there is no one from the school district that can answer that question tonight.
Jakel, just making the comment that they should make sure that is enough sound reduction.
Ihli, I don't see an issue with the location.

Jakel moved, Gorecki seconded a motion to approve Resolution No. 2019-26, A Resolution Accepting the Planning Commission recommendation to approve the Variance request to allowing fences for tennis court at Rogers High School, 21000 141st Avenue North, and chiller unit at Rogers Middle School. Motion carried 5-0.

Jakel moved, Eiden seconded a motion to approve Resolution No. 2019-27, A Resolution Accepting the Planning Commission recommendation to approve the Site Plan for the tennis courts at Rogers High School, 21000 141st Avenue North, and chiller units at Rogers Middle School, 20085 141st Avenue North. Motion carried 5-0.

7.4 Approve Development Agreement with Lhjerv Inc. for Primrose Schools of Rogers

Ziemer, Primrose will need approval for the development agreement in order to continue in development process. They will need to pay their fees/apply for a building permit to begin construction.

Eiden invited the applicant forward for a question.

Eiden, allowed use and looks like a great development. This would be the 5th child care facility in town. I assume there is a need for it. Has Primrose done a market study?

Applicant, building can hold about 180 children. Primrose is incredible supportive and already have their areas selected; three areas they were looking at to develop. Primrose is very focused on early education component.

Eiden moved, Klick seconded a motion to approve the Development Agreement between the City of Rogers and Lhjerv, Inc. for Primrose Schools of Rogers. Motion carried 5-0.

7.5 2018 Year End Closing Activity

Herbert's presentation:

Updated on 2018 Year End Fund Balance:

With the finalization of the 2018 audit still underway, the year-end 2018 General Fund budget variance is projected to be positive. A final Fund Balance increase of approximately \$235,000 for 2018 is likely. The City Council General Fund/Fund Balance Policy is a minimum of 45-50% (of the following year's budgeted expenditures). The City has maintained between a 59-64% Fund Balance since 2013. Maintaining a healthy Fund Balance is critical to both the overall financial health of the City, but also in retaining our AA+ Bond Rating which affects future bonding results including desirable interest rates. To keep the Fund Balance % relatively flat, the \$235,000 increase in Fund balance over 2017 year end, would need to remain in the General Fund. If the City Council choses to discuss a spend down or reallocation of Fund Balance, it is strongly recommended to review the City's overall financial goals and only consider it in the case of an emergency or one time intentional spend down and not for an ongoing operational need. Additional

conversation is anticipated by the City Council, as is done routinely, discussing the City's overall goals and finances.

While the information below presents largely routine accounting entries in nature, they also provide useful current information and requires formal approval by the City Council.

2018 Transfers – upon finalizing all 2018 previously authorized transfers, several additional transfers are being recommended:

· **Streets:**

Transfer \$27,700 from Fund 100 General Fund (unspent budget occurred within the Paved Streets Department 100-430-3121 MSA Maintenance and Street Repairs) to Fund 401 Pavement Management Program (PMP). The monies are part of unspent MSA (maintenance dollars) funding for the past year. The PMP requires additional approvals for spending as they relate to the program. These funds will continue to be spent on MSA eligible projects.

Transfer \$14,350 from Fund 100 General Fund (unspent budget occurred within the Unpaved Streets 100-430-3122 Gravel & Dust Control) to Fund 402 Revolving Capital Improvement Projects (Transportation Fund) Unpaved Streets Sinking Fund (402-000-0000-10100-4015). These funds will be considered for use as part of necessary capital projects related to unpaved streets as per discussions during budget workshops and Transportation Task Force Meetings. Any sinking fund spending must be authorized by the City Council at such future date project funding is requested.

· **Debt Service Fund:**

Transfer \$46,758.88 from Fund 334 2011A G.O. Improvement Bonds Equipment Certificates to Fund 400 Capital Improvement Projects (buildings and equipment) to close the fund (UMD restricted cash account 5009). The bonds were defeased in 2018 with all debt payments having been paid on this issuance.

· **Capital Project Fund:**

Transfer \$138,809.54 from Fund 417 Reimer Addition (Town Center Development)/Lyndhaven Meadows to Fund 438 Storm Sewer Trunk Fund (restricted cash account 5010) for the completion of the 129th Avenue Wetland Outlet Pipe not completed with the original project.

· **TIF and related transfers:**

Transfer \$17,141.38 from TIF#15 Wellstead Housing Fund 461 to TIF#12 202 Housing Fund 458 related to administrative costs. The total maximum allowable administration costs for TIF#12 over the life of the TIF District were exceeded in 2017 and 2018. The TIF#15 budget has room within the administrative budget to allow for the transfer. All TIF Districts are reviewed and evaluated periodically to make sure all Statutory requirements are being met. Ehlers and Associates, the City's TIF Financial Advisors have recommended this transfer. The City could have also chosen to amend the TIF#12 Budget, however, there are significant costs associated with an amendment, therefore the more reasonable adjustment is being recommended.

TIF#1 has a balance of \$645,716.19. TIF #1's current primary funding commitment is for the Fletcher Bypass Project - preliminary design and ROW acquisition.

Potential future revenues for TIF#1 include reimbursement for potential future TIF District Lloyd/Justen (Downtown) Project#1606 for \$442,010, potential final reimbursement for the 101/144

Interchange Project, or the sale of land parcels purchased by TIF#1 (ie. former Holiday Gas Station property), should the City Council determine it is beneficial.

The TIF#1 Plan was amended in 2011 prior to its expiration. The Amended Plan includes these remaining eligible expenditure purposes: 129th Avenue/Main Street (CSAH 150) Memorial Drive realignment supporting the downtown area; CSAH 13 (Brockton Lane) from CSAH 81 to CSAH 144 intersection supporting industrial/commercial traffic flow; Fletcher Bypass Phase I, Industrial Boulevard to CSAH 144 Phase I supporting industrial/commercial/residential traffic flow; Downtown acquisition of right of way for transportation and economic development purposes; Downtown redevelopment planning; feasibility studies and related activities needed to support Federal, State and County project funding and grant applications for grants that support economic development or redevelopment of the Development District as a whole.

As identified above, unless the potential future revenues are realized, the declining balance in TIF#1 will cause the approach of decertification in the coming few years.

2018 Budget Carryover – upon yearend review of our budget to actual expenditures there is one City budget carryover being requested by staff for 2018. This item was not included in the 2019 budget discussions.

Request account number 100-430-3121-45800 Paved Streets MSA Capital Equipment unspent budget of \$8,988, to be carried over to the same account for 2019. This request is to complete the recondition work on the 2000 IT28 Caterpillar Front End Loader which was funded by the 2018-19 Interfund Loan and MSA dollars.

Interfund Loans – The City currently has two ongoing interfund loans approved within our annual budgets. They are the 1) Rogers Activity Center (RAC) Capital Project Loan, 2) 2018-19 Equipment Financing Loan.

1) In 2020 the RAC capital interfund loan (capital campaign shortfall) will be repaid. At that time it will alleviate the current levy's additional need for the interfund loan repayment of the original capital building costs by approximately \$110,176 per year (the \$85,000 RYHA & Booster Club original 20 year commitment will be met in 2027).

After review of our existing RAC Capital Project Interfund Loan from the RSAC Fund, the current loan balance at 12/31/18 is \$296,713. The \$1.00 per ticket sale price revenue increased anticipated loan repayment revenues by \$3,976 for 2018. The 2009 City Council action allowing for a 0% interest interfund capital loan continues to allow every donation made by the Rogers Youth Hockey Association, Rogers Royals Booster Club, and other private donations to be applied to "brick and mortar" costs for the project. It also shortened the original interfund loan term to approximately 13 years rather than the original 20 years anticipated. The 2018 RAC special revenue fund operational levy of \$261,364 covered the interfund loan annual principal payment with a levy of \$110,176 for the City contribution share (made in lieu of capital campaign shortfall at the onset of the project). The \$3,976 gate receipt donations, the \$85,000 donated annually by the RYHA (\$65,000) and Booster Club (\$20,000), plus the City levy of \$110,176, totaling \$199,152, reduced the interfund

loan during 2018. The 2006A Gross Revenue Bonds were refinanced in 2015 as the 2015A GO Improvement and Abatement Bonds reducing the annual principal and interest payments for the RAC. The total estimated interest savings due to the refinancing of the bonds is \$691,000 over the life of the bonds. The 2019 annual Debt Levy is \$210,381. The principal amount remaining on the Refunding Bonds as of 12/31/18 is \$1,945,000 and will expire in 2029.

2) The City Council authorized the use of an interfund loan versus issuance of an equipment certificate to finance 2018-2019 capital equipment. This saves the City issuance costs typical with bonding that include Municipal Advisors, Bond Rating Agencies and Legal and Underwriting costs. The smaller the bond issue the larger percentage the issuance costs play into the overall cost to borrow money. The interfund loan was created on 3/31/18, with a not to exceed amount of \$951,023, with an interest rate of 2%, for a 5 year term for City equipment and 2.2% for an 8 year term for a Fire Truck. The interfund loan principal balance is \$655,699.97 as of 12/31/18. The annual interfund loan levy for payment in 2019 is \$170,527.

3) The Public Works Facility Interfund Loan Debt and 2016-2017 Equipment Interfund Loans were both paid off at 12/31/18 per City Council authorization and use of General Fund/Fund Balance and Under-served Municipalities Distribution (UMD) Funding.

2018 Close Funds -

After the 2018 year end analysis, it has been determined that the following funds can be closed:

Fund #334 2011A G.O. Improvement Bond Eq Certs - Transfer from Fund 334 to Fund 400 (UMD Restricted Cash Account 5009) and Close Fund

Fund #417 Lyndhaven Meadows - Transfer from Fund 417 to Fund 438 (Storm Sewer Trunk Restricted Cash Account 5010) and Close Fund

Fund #435 Boulder Pass/Pulte Homes - Old Fund - No Transfer is necessary to Close Fund

Fund #436 Shaniahs Field - Old Fund - No Transfer is necessary to Close Fund

Fund #456 TIF#10 Belgarde - Old Fund - No Transfer is necessary to Close Fund

Fund #457 TIF#11 Marfield - Old Fund - No Transfer is necessary to Close Fund

Gorecki asked about the \$235,000. Herbert stated \$235,000 in fund balance increase keeps us just under 64%.

Jim Kelly, road management funds being transferred?

Herbert, yes. Unused road management funds are transferred over to another fund related to road management.

Jakel moved, Gorecki seconded a motion to Authorize the 2018 transfers, Budget Carryovers and Closing of Funds as Identified In Agenda Memo as of 12/31/18. Motion carried 5-0.

8. Other Business

None.

9. Correspondence and Reports

None.

10. Adjourn

Mayor Ihli adjourned the meeting at 7:42 p.m.

Respectfully submitted,

Paul Byun
Deputy Clerk/Communications Coordinator



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: April 9, 2019

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

Accounts Payable Cover Sheet

03-26-19 Manual Check #74300 Houser, P.

04-09-19 Liquor Accounts Payable

04-09-19 City Accounts Payable

04-09-19 Additional City Accounts Payable

US Bank P-Cards - March 2019

04-9-2019 CITY COUNCIL MEETING
CITY OF ROGERS OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAID

City Payroll Checks, Taxes & Misc Fees Paid

| | |
|--|-------------------|
| 4/2/2019 Credit Card Fees City | 346.53 |
| 4/2/2019 Credit Card Fees RAC | 231.45 |
| 3/28/2019 ADP Child Support/Garnishment | 692.36 |
| 3/28/2019 ADP Direct Deposits | 132,177.35 |
| 3/28/2019 ADP Payroll Taxes | 45,601.98 |
| 3/22/2019 Electronic PERA | 33,763.57 |
| 4/2/2019 Optum Health Plan Fund | 1,350.00 |
| 3/22, 3/29 ADP Fees | 1,797.00 |
| Payroll & Misc Fee Expenditures | 215,960.24 |

City Manual Checks Paid

| | |
|---|--------------|
| 3/26/2019 Manual Check #74300 - Peri Houser | 84.67 |
| Manual Check Expenditures | 84.67 |

City Misc Ach/Wires Paid

| | |
|--|------------------|
| 3/27/2019 US Bank Credit Cards - March 2019 | 24,083.27 |
| 3/29/2019 Payment Services Network Processing Fees | 248.32 |
| 4/2/2019 MNDOR - Water Sales Tax | 944.00 |
| ACH/Wire Expenditures | 25,275.59 |

Accounts Payable Checks:

| | |
|--|-------------------|
| 2019 City Accounts Payable paid 04-9-2019 | 116,452.54 |
| 2019 City Accounts Payable paid 04-9-2019 | 59,356.24 |
| City Total To Be Approved | 417,129.28 |

Liquor Misc Ach/Wires Paid

| | |
|---|-----------------|
| 4/2/2019 Credit Card Processing Fees - RWAS | 4,050.95 |
| 4/2/2019 Credit Card Processing Fees - MUNI | 549.40 |
| | 4,600.35 |

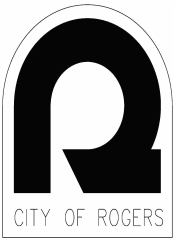
Accounts Payable Checks:

| | |
|--|-------------------|
| 2019 Liquor Accounts Payable paid 04-9-2019 | 116,452.55 |
| Liquor Total to Be Approved | 121,052.90 |

Accounts Payable

Computer Check Proof List by Vendor

User: bbruska
Printed: 03/26/2019 - 9:53AM
Batch: 00009.03.2019



| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---------------|--|--------|--------------|-------------------------|--------------------|
| Vendor: houpe | Peri Houser | | | Check Sequence: 1 | ACH Enabled: False |
| | Reimbursement for Recording Plat - Mileage & l | 84.67 | 03/26/2019 | 402-430-3121-44360-1707 | |
| | Check Total: | 84.67 | | | |
| | Total for Check Run: | 84.67 | | | |
| | Total of Number of Checks: | 1 | | | |

Accounts Payable

Computer Check Proof List by Vendor

User: bbruska
Printed: 04/04/2019 - 11:42AM
Batch: 00001.04.2019



| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---------------|------------------------------|-----------|--------------|-------------------------|--------------------|
| Vendor: belco | Bellboy Corporation | | | Check Sequence: 1 | ACH Enabled: False |
| 68871500 | Liquor | 275.00 | 04/09/2019 | 609-497-9760-42510-0000 | |
| 68871500 | Wine | 1,444.02 | 04/09/2019 | 609-497-9760-42530-0000 | |
| 68976900 | Liquor | 181.55 | 04/09/2019 | 609-497-9760-42510-0000 | |
| 68976900 | Wine | 1,410.35 | 04/09/2019 | 609-497-9760-42530-0000 | |
| | Check Total: | 3,310.92 | | | |
| Vendor: wirbe | BreakThru Beverage Minnesota | | | Check Sequence: 2 | ACH Enabled: False |
| 1080945518 | Wine | 960.00 | 04/09/2019 | 609-497-9760-42530-0000 | |
| 1080945518 | Liquor | 1,320.52 | 04/09/2019 | 609-497-9760-42510-0000 | |
| 1080945518 | Mix | 50.00 | 04/09/2019 | 609-497-9760-42540-0000 | |
| 1080948655 | Wine | 346.64 | 04/09/2019 | 609-497-9760-42530-0000 | |
| 1080948655 | Liquor | 1,826.43 | 04/09/2019 | 609-497-9760-42510-0000 | |
| 2080230367 | Liquor | -135.01 | 04/09/2019 | 609-497-9760-42510-0000 | |
| | Check Total: | 4,368.58 | | | |
| Vendor: capbe | Capitol Beverage | | | Check Sequence: 3 | ACH Enabled: False |
| 2238817 | Beer | 3,582.25 | 04/09/2019 | 609-497-9760-42520-0000 | |
| 2238817 | Mix | 64.80 | 04/09/2019 | 609-497-9760-42540-0000 | |
| 2241217 | Beer | 60.00 | 04/09/2019 | 609-497-9770-42521-0000 | |
| 2241217 | Beer | 1,309.75 | 04/09/2019 | 609-497-9770-42520-0000 | |
| 2241963 | Mix | 70.00 | 04/09/2019 | 609-497-9760-42540-0000 | |
| 2241963 | Beer | 13,509.45 | 04/09/2019 | 609-497-9760-42520-0000 | |
| | Check Total: | 18,596.25 | | | |
| Vendor: berbe | Chas. A. Bernick, Inc. | | | Check Sequence: 4 | ACH Enabled: False |
| 488568 | Mix | 30.40 | 04/09/2019 | 609-497-9760-42540-0000 | |
| 488569 | Beer | 522.45 | 04/09/2019 | 609-497-9760-42520-0000 | |
| 490207 | Beer | 182.31 | 04/09/2019 | 609-497-9760-42520-0000 | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---------------|--|-----------|--------------|-------------------------|--------------------|
| | Check Total: | 735.16 | | | |
| Vendor: cinco | Cintas Corporation | | | Check Sequence: 5 | ACH Enabled: False |
| 4018555260 | Rugs / Towels | 49.86 | 04/09/2019 | 609-497-9760-43100-0000 | |
| 4018950967 | Rugs / Towels | 159.72 | 04/09/2019 | 609-497-9770-43100-0000 | |
| | Check Total: | 209.58 | | | |
| Vendor: dahdi | Dahlheimer Distributing Co. | | | Check Sequence: 6 | ACH Enabled: False |
| 1406475 | Beer | 799.25 | 04/09/2019 | 609-497-9770-42520-0000 | |
| 1406476 | Beer | 197.20 | 04/09/2019 | 609-497-9770-42520-0000 | |
| 201028 | Beer - Corrected Invoice #1401100 RPA#124546 | 10.00 | 04/09/2019 | 609-497-9760-42520-0000 | |
| 201434 | Beer - Corrected Invoice #140110 | -30.30 | 04/09/2019 | 609-497-9760-42520-0000 | |
| 201436 | Beer - Corrected Invoice #1401100 | 27.70 | 04/09/2019 | 609-497-9760-42520-0000 | |
| 202655 | Beer | 6,796.90 | 04/09/2019 | 609-497-9760-42520-0000 | |
| 202749 | Beer | 438.00 | 04/09/2019 | 609-497-9770-42520-0000 | |
| 203302 | Beer | 18,423.00 | 04/09/2019 | 609-497-9760-42520-0000 | |
| 203495 | Beer | -32.80 | 04/09/2019 | 609-497-9760-42520-0000 | |
| | Check Total: | 26,628.95 | | | |
| Vendor: dmxmu | DMX Music - Minneapolis | | | Check Sequence: 7 | ACH Enabled: False |
| 54594854 | Satellite Radio - April 2019 | 101.62 | 04/09/2019 | 609-497-9760-43100-0000 | |
| | Check Total: | 101.62 | | | |
| Vendor: hohen | Hohensteins Inc | | | Check Sequence: 8 | ACH Enabled: False |
| 129221 | Beer | 1,041.00 | 04/09/2019 | 609-497-9760-42520-0000 | |
| | Check Total: | 1,041.00 | | | |
| Vendor: cenal | Kyle Thomas Inforzato | | | Check Sequence: 9 | ACH Enabled: False |
| | Entertainment Booked 4/19/2019 | 400.00 | 04/09/2019 | 609-497-9770-43430-0000 | |
| | Check Total: | 400.00 | | | |
| Vendor: jjtay | JJ Taylor Distributing Co of MN., Inc. | | | Check Sequence: 10 | ACH Enabled: False |
| 2954138 | Beer | 168.10 | 04/09/2019 | 609-497-9760-42520-0000 | |
| 2954139 | Beer | 247.90 | 04/09/2019 | 609-497-9770-42520-0000 | |
| 2954175 | Beer | 2,906.70 | 04/09/2019 | 609-497-9760-42520-0000 | |
| | Check Total: | 3,322.70 | | | |
| Vendor: johbr | Johnson Brothers Liquor Co. | | | Check Sequence: 11 | ACH Enabled: False |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|----------------|---------------------------------|-----------|--------------|-------------------------|--------------------|
| 1246936 | Liquor | 711.00 | 04/09/2019 | 609-497-9760-42510-0000 | |
| 1246947 | Liquor | 82.17 | 04/09/2019 | 609-497-9770-42510-0000 | |
| 1246948 | Wine | 224.00 | 04/09/2019 | 609-497-9770-42530-0000 | |
| 1246949 | Mix | 93.70 | 04/09/2019 | 609-497-9770-42540-0000 | |
| 1247013 | Liquor | 7,968.12 | 04/09/2019 | 609-497-9760-42510-0000 | |
| 1247014 | Wine | 2,779.19 | 04/09/2019 | 609-497-9760-42530-0000 | |
| 1247015 | Mix | 411.35 | 04/09/2019 | 609-497-9760-42540-0000 | |
| 1247016 | Liquor | 5,825.39 | 04/09/2019 | 609-497-9760-42510-0000 | |
| 1248739 | Liquor | 360.60 | 04/09/2019 | 609-497-9760-42510-0000 | |
| 1248740 | Wine | 481.20 | 04/09/2019 | 609-497-9760-42530-0000 | |
| 1252306 | Liquor | 311.25 | 04/09/2019 | 609-497-9770-42510-0000 | |
| 1252307 | Liquor | 18.99 | 04/09/2019 | 609-497-9770-42510-0000 | |
| 1252372 | Liquor | 2,736.80 | 04/09/2019 | 609-497-9760-42510-0000 | |
| 1252373 | Wine | 7,310.78 | 04/09/2019 | 609-497-9760-42530-0000 | |
| 1252374 | Liquor | 1,200.00 | 04/09/2019 | 609-497-9760-42510-0000 | |
| 2527750 | Mix | 284.00 | 04/09/2019 | 609-497-9770-42540-0000 | |
| 528230 | Liquor | -22.50 | 04/09/2019 | 609-497-9760-42510-0000 | |
| 532508 | Wine | -57.90 | 04/09/2019 | 609-497-9760-42530-0000 | |
| | Check Total: | 30,718.14 | | | |
| Vendor: artbe | Johnson Brothers Liquor Company | | | Check Sequence: 12 | ACH Enabled: False |
| 3332780 | Beer | 263.90 | 04/09/2019 | 609-497-9760-42520-0000 | |
| 3334267 | Beer | 237.60 | 04/09/2019 | 609-497-9760-42520-0000 | |
| 452607 | Beer | -53.22 | 04/09/2019 | 609-497-9760-42520-0000 | |
| | Check Total: | 448.28 | | | |
| Vendor: shagr | Kelbro Company | | | Check Sequence: 13 | ACH Enabled: False |
| 2348507 | Ice | 54.18 | 04/09/2019 | 609-497-9760-42570-0000 | |
| | Check Total: | 54.18 | | | |
| Vendor: kollo | Lori Ann Kolstad | | | Check Sequence: 14 | ACH Enabled: False |
| | Mileage - Feb 2019 | 13.17 | 04/09/2019 | 609-497-9760-44360-0000 | |
| | Mileage - Jan 2019 | 16.85 | 04/09/2019 | 609-497-9770-44360-0000 | |
| | Mileage - Jan 2019 | 16.85 | 04/09/2019 | 609-497-9760-44360-0000 | |
| | Mileage - Feb 2019 | 13.16 | 04/09/2019 | 609-497-9770-44360-0000 | |
| | Mileage - Mar 2019 | 16.12 | 04/09/2019 | 609-497-9760-44360-0000 | |
| | Mileage - Mar 2019 | 16.12 | 04/09/2019 | 609-497-9770-44360-0000 | |
| | Check Total: | 92.27 | | | |
| Vendor: lupbre | Lupulin Brewing | | | Check Sequence: 15 | ACH Enabled: False |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---------------|------------------------------------|----------|--------------|-------------------------|--------------------|
| 19688 | Beer | 110.00 | 04/09/2019 | 609-497-9760-42520-0000 | |
| | Check Total: | 110.00 | | | |
| Vendor: mamun | M Amundson Cigar & Candy Co LLP | | | Check Sequence: 16 | ACH Enabled: False |
| 276796 | Tobacco | 916.84 | 04/09/2019 | 609-497-9760-42560-0000 | |
| 276796 | Food For Resale | 46.80 | 04/09/2019 | 609-497-9760-42550-0000 | |
| 276796 | Mix | 56.12 | 04/09/2019 | 609-497-9760-42540-0000 | |
| 276796 | Supplies For Resale | 234.10 | 04/09/2019 | 609-497-9760-42580-0000 | |
| | Check Total: | 1,253.86 | | | |
| Vendor: macbr | Brian Mack | | | Check Sequence: 17 | ACH Enabled: False |
| | Entertainment Booked 4/13/2019 | 400.00 | 04/09/2019 | 609-497-9770-43430-0000 | |
| | Check Total: | 400.00 | | | |
| Vendor: gssc | My Alarm Center | | | Check Sequence: 18 | ACH Enabled: False |
| 12001815 | RWAS Alarm Monitoring - April 2019 | 44.30 | 04/09/2019 | 609-497-9760-43100-0000 | |
| | Check Total: | 44.30 | | | |
| Vendor: phiwi | Phillips Wine & Spirits | | | Check Sequence: 19 | ACH Enabled: False |
| 2524061 | Liquor | 995.40 | 04/09/2019 | 609-497-9760-42510-0000 | |
| 2524062 | Wine | 151.20 | 04/09/2019 | 609-497-9760-42530-0000 | |
| 2524123 | Liquor | 1,673.61 | 04/09/2019 | 609-497-9760-42510-0000 | |
| 2524124 | Wine | 1,766.35 | 04/09/2019 | 609-497-9760-42530-0000 | |
| 2524425 | Mix | 70.00 | 04/09/2019 | 609-497-9760-42540-0000 | |
| 2527741 | Wine | 113.40 | 04/09/2019 | 609-497-9760-42530-0000 | |
| 2527803 | Liquor | 1,330.50 | 04/09/2019 | 609-497-9760-42510-0000 | |
| 2527804 | Wine | 1,184.00 | 04/09/2019 | 609-497-9760-42530-0000 | |
| 2527805 | Mix | 425.00 | 04/09/2019 | 609-497-9760-42540-0000 | |
| 323999 | Liquor | -117.00 | 04/09/2019 | 609-497-9760-42510-0000 | |
| 324955 | Wine | -40.00 | 04/09/2019 | 609-497-9760-42530-0000 | |
| | Check Total: | 7,552.46 | | | |
| Vendor: ransa | Randy's Sanitation, Inc. | | | Check Sequence: 20 | ACH Enabled: False |
| 1-3612-6 | RWAS Trash - March 2019 | 292.45 | 04/09/2019 | 609-497-9760-43840-0000 | |
| 1-80159-4 | MUNI Trash - March 2019 | 207.71 | 04/09/2019 | 609-497-9770-43840-0000 | |
| | Check Total: | 500.16 | | | |
| Vendor: reifo | Reinhart Food Service, LLC | | | Check Sequence: 21 | ACH Enabled: False |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---------------|---------------------------------------|------------|--------------|-------------------------|--------------------|
| 664798 | Paper Towels, Can Liners | 49.38 | 04/09/2019 | 609-497-9760-42100-0000 | |
| 664798 | TP, Can Liners, Popcorn, Paper Towels | 306.83 | 04/09/2019 | 609-497-9770-42100-0000 | |
| | Check Total: | 356.21 | | | |
| Vendor: souwi | Southern Wine & Spirits | | | Check Sequence: 22 | ACH Enabled: False |
| 1081116 | Liquor | 1,038.70 | 04/09/2019 | 609-497-9770-42510-0000 | |
| 1798539 | Liquor | 936.71 | 04/09/2019 | 609-497-9760-42510-0000 | |
| 1798540 | Liquor | 702.44 | 04/09/2019 | 609-497-9760-42510-0000 | |
| 1798541 | Wine | 1,776.50 | 04/09/2019 | 609-497-9760-42530-0000 | |
| 1801343 | Liquor | 5,113.60 | 04/09/2019 | 609-497-9760-42510-0000 | |
| 1801344 | Liquor | 1,301.14 | 04/09/2019 | 609-497-9760-42510-0000 | |
| 1801345 | Wine | 2,576.00 | 04/09/2019 | 609-497-9760-42530-0000 | |
| | Check Total: | 13,445.09 | | | |
| Vendor: uppla | Upper Lakes Foods | | | Check Sequence: 23 | ACH Enabled: False |
| 448611 | Pizza | 471.93 | 04/09/2019 | 609-497-9770-42550-0000 | |
| | Check Total: | 471.93 | | | |
| Vendor: vinin | Vinocopia Inc | | | Check Sequence: 24 | ACH Enabled: False |
| 229115 | Wine | 114.50 | 04/09/2019 | 609-497-9760-42530-0000 | |
| | Check Total: | 114.50 | | | |
| Vendor: wglen | WGL Energy Systems | | | Check Sequence: 25 | ACH Enabled: False |
| 9346 | Solar - January 2019 | 53.08 | 04/09/2019 | 609-497-9760-43810-0000 | |
| | Check Total: | 53.08 | | | |
| | Total for Check Run: | 114,329.22 | | | |
| | Total of Number of Checks: | 25 | | | |

Accounts Payable

Computer Check Proof List by Vendor

User: bbruska
Printed: 04/04/2019 - 11:51AM
Batch: 00002.04.2019



| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|--|---|-------------------------|--|--|--------------------|
| Vendor: ancso 04012019 | Anchor Solar Investments, LLC Solar Lease - NCP - April | 325.88 | 04/09/2019 | Check Sequence: 1 100-450-5200-43810-0000 | ACH Enabled: False |
| | Check Total: | 325.88 | | | |
| Vendor: Betel 19955 Ringbill | Elizabeth Betland Account Credit Refund - 19955 Ringbill Ct | 396.88 | 04/09/2019 | Check Sequence: 2 601-000-0000-11750-0000 | ACH Enabled: False |
| | Check Total: | 396.88 | | | |
| Vendor: blast 00016226-0 | Blackstrap, Inc. Road Salt | 3,092.71 | 04/09/2019 | Check Sequence: 3 100-430-3125-42240-0000 | ACH Enabled: False |
| | Check Total: | 3,092.71 | | | |
| Vendor: blolo 190228 | Bloomington Lock & Safe Copany, Inc. Access Door Readers Installation | 2,876.68 | 04/09/2019 | Check Sequence: 4 100-410-1940-43880-0000 | ACH Enabled: False |
| | Check Total: | 2,876.68 | | | |
| Vendor: norto 0193119616 0193119616 83026 | Blue Tarp Financial Coupler, BUshings, Nipple, Elbow, Adapter For Ball Pein Hammer, Rachet, 30mm Sockets Hardware, Degreaser, Chem Injector For Wash E | 69.93 39.37 88.95 | 04/09/2019 04/09/2019 04/09/2019 | Check Sequence: 5 100-430-3121-42103-0000 100-430-3000-42100-0000 100-430-3000-42100-0000 | ACH Enabled: False |
| | Check Total: | 198.25 | | | |
| Vendor: borst 917346843 | Border States Industries, Inc. Electrical Supplies | 225.89 | 04/09/2019 | Check Sequence: 6 100-430-3000-42102-0000 | ACH Enabled: False |
| | Check Total: | 225.89 | | | |
| Vendor: boytr 61072R | Boyer Ford Trucks, Inc. Bushing & Pin | 77.92 | 04/09/2019 | Check Sequence: 7 100-430-3125-42103-0000 | ACH Enabled: False |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---|--|--|--|---|--------------------|
| 61072RX1 | Bushing | 101.84 | 04/09/2019 | 100-430-3125-42103-0000 | |
| | Check Total: | 179.76 | | | |
| Vendor: brofi 110312 | Brothers Fire Protection Co. Service For Phone Line Trouble on Fire Panel | 340.00 | 04/09/2019 | Check Sequence: 8 100-420-2100-44010-0000 | ACH Enabled: False |
| | Check Total: | 340.00 | | | |
| Vendor: brubr | Bridget Bruska Mileage Reimbursement - Ehlers Training Feb 7- | 42.46 | 04/09/2019 | Check Sequence: 9 100-410-1520-44360-0000 | ACH Enabled: False |
| | Check Total: | 42.46 | | | |
| Vendor: burto 19-35093 | Burda's Towing LLC Squad Tow From Rogers PD to St. Paul - ICR #1 | 224.00 | 04/09/2019 | Check Sequence: 10 100-420-2100-43100-0000 | ACH Enabled: False |
| | Check Total: | 224.00 | | | |
| Vendor: carcl March March March March | Carson, Clelland & Schreder Legal Fees - General Legal Fees - Ultimate Tennis Legal Fees - Core & Main Legal Fees - Scherber Land Swap | 257.50 1,437.51 95.00 1,195.84 | 04/09/2019 04/09/2019 04/09/2019 04/09/2019 | Check Sequence: 11 100-410-1325-43040-0000 404-450-5200-43040-0000 601-494-9440-43040-0000 402-430-3121-43040-1707 | ACH Enabled: False |
| | Check Total: | 2,985.85 | | | |
| Vendor: cdwgo RMQ4213 | CDW Government Computer For Bateman | 1,245.56 | 04/09/2019 | Check Sequence: 12 100-420-2100-42010-0000 | ACH Enabled: False |
| | Check Total: | 1,245.56 | | | |
| Vendor: cenen 10203497-2 5393442-8 5444068-0 5444068-0 5484240-6 5490566-6 5490566-6 5542012-9 5542017-8 | CenterPoint Energy Resources Corp. Police Dept - March 2019 Hassan Town Hall - March 2019 Fire Dept - March 2019 Community Room - March 2019 WWTP - March 2019 City Hall - March 2019 Public Works - March 2019 12909 Main Street - March 2019 Senior Center - March 2019 | 1,413.56 188.89 417.84 531.79 240.55 367.65 857.82 129.63 188.89 | 04/09/2019 04/09/2019 04/09/2019 04/09/2019 04/09/2019 04/09/2019 04/09/2019 04/09/2019 04/09/2019 | Check Sequence: 13 100-420-2100-43830-0000 100-410-1940-43830-0000 100-420-2210-43830-0000 100-410-1941-43830-0000 602-495-9490-43830-0000 100-410-1940-43830-0000 100-430-3000-43830-0000 100-410-1940-43830-0000 100-450-5186-43830-0000 | ACH Enabled: False |
| | Check Total: | 4,336.62 | | | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---------------|--------------------------------------|--------|--------------|-------------------------|--------------------|
| Vendor: embpw | CenturyLink | | | Check Sequence: 14 | ACH Enabled: False |
| 313022581 | Telephone Service - Hassan Town Hall | 64.40 | 04/09/2019 | 100-410-1940-43210-0000 | |
| 313975749 | RAC | 156.57 | 04/09/2019 | 205-450-5205-43210-0000 | |
| 313975749 | PW | 208.88 | 04/09/2019 | 100-430-3000-43210-0000 | |
| 313975749 | WTR | 53.37 | 04/09/2019 | 601-494-9440-43210-0000 | |
| 313975749 | SWR | 47.86 | 04/09/2019 | 602-495-9490-43210-0000 | |
| | Check Total: | 531.08 | | | |
| Vendor: cinco | Cintas Corporation | | | Check Sequence: 15 | ACH Enabled: False |
| 4018555386 | Uniforms - PK | 13.53 | 04/09/2019 | 100-450-5200-42180-0000 | |
| 4018555386 | Uniforms - WTR | 5.11 | 04/09/2019 | 601-494-9440-42180-0000 | |
| 4018555386 | Uniforms - SWR | 5.11 | 04/09/2019 | 602-495-9490-42180-0000 | |
| 4018555386 | Uniforms - PW | 16.24 | 04/09/2019 | 100-430-3000-42180-0000 | |
| 4018555386 | Mats & Towels - PW | 53.68 | 04/09/2019 | 100-430-3000-44060-0000 | |
| 4018950731 | Uniforms - WTR | 5.11 | 04/09/2019 | 601-494-9440-42180-0000 | |
| 4018950731 | Uniforms - SWR | 5.11 | 04/09/2019 | 602-495-9490-42180-0000 | |
| 4018950731 | Uniforms - PW | 16.24 | 04/09/2019 | 100-430-3000-42180-0000 | |
| 4018950731 | Uniforms - PK | 13.53 | 04/09/2019 | 100-450-5200-42180-0000 | |
| | Check Total: | 133.66 | | | |
| Vendor: citli | Citi Lites, Inc. | | | Check Sequence: 16 | ACH Enabled: False |
| 060762 | Locates | 96.75 | 04/09/2019 | 601-494-9440-43150-0000 | |
| 060762 | Locates | 96.75 | 04/09/2019 | 602-495-9490-43150-0000 | |
| 060762 | Locates | 31.50 | 04/09/2019 | 603-496-9495-43150-0000 | |
| 060825 | Locates | 86.00 | 04/09/2019 | 602-495-9490-43150-0000 | |
| 060825 | Locates | 28.00 | 04/09/2019 | 603-496-9495-43150-0000 | |
| 060825 | Locates | 86.00 | 04/09/2019 | 601-494-9440-43150-0000 | |
| | Check Total: | 425.00 | | | |
| Vendor: citmo | City of Monticello | | | Check Sequence: 17 | ACH Enabled: False |
| 0022375 | Animal Boarding (3 Cats for 7 days) | 456.00 | 04/09/2019 | 100-420-2700-43100-0000 | |
| | Check Total: | 456.00 | | | |
| Vendor: citro | City of Rogers | | | Check Sequence: 18 | ACH Enabled: False |
| 0600004110002 | PD Sewer Service | 22.50 | 04/09/2019 | 100-420-2100-43850-0000 | |
| 0600004110002 | PD Water Service | 14.14 | 04/09/2019 | 100-420-2100-43820-0000 | |
| 0600004115007 | PD Water Service - Irrg Meter | 2.51 | 04/09/2019 | 100-420-2100-43820-0000 | |
| 0600004120005 | PD Water Service - Fire Meter | 1.80 | 04/09/2019 | 100-420-2100-43820-0000 | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|-----------------|--|-----------|--------------|-------------------------|--------------------|
| | Check Total: | 40.95 | | | |
| Vendor: comca | Comcast Cable Communications Inc. | | | Check Sequence: 19 | ACH Enabled: False |
| 877210560005624 | Phone Service - Cornerhouse | 39.53 | 04/09/2019 | 100-420-2100-43210-0000 | |
| 877210560005624 | Cable TV Service - PD | 40.79 | 04/09/2019 | 100-420-2100-43210-0000 | |
| 877210560005624 | Internet Service | 140.84 | 04/09/2019 | 100-410-1330-43250-0000 | |
| 877210560005624 | Phone Service - PD | 158.11 | 04/09/2019 | 100-420-2100-43210-0000 | |
| | Check Total: | 379.27 | | | |
| Vendor: comca | Comcast Cable Communications Inc. | | | Check Sequence: 20 | ACH Enabled: False |
| 877210560000164 | Comcast TV HD - March 2019 | 10.50 | 04/09/2019 | 100-430-3000-43250-0000 | |
| | Check Total: | 10.50 | | | |
| Vendor: comdo | Commercial Door Systems, Inc. | | | Check Sequence: 21 | ACH Enabled: False |
| 0140181-IN | Prefinished Maple Doors, Metal Frames & Hard | 2,205.00 | 04/09/2019 | 100-430-3000-42102-0000 | |
| | Check Total: | 2,205.00 | | | |
| Vendor: mnpip | Core & Main LP | | | Check Sequence: 22 | ACH Enabled: False |
| K291403 | 510M S/Point M2 TC SP w/HR & LD Meters | 7,056.70 | 04/09/2019 | 601-494-9440-42150-0000 | |
| K312601 | 9800 Eclipse Auto Flusher | 4,219.37 | 04/09/2019 | 601-494-9440-42100-0000 | |
| | Check Total: | 11,276.07 | | | |
| Vendor: Corau | Cornerstone Automotive | | | Check Sequence: 23 | ACH Enabled: False |
| 15256332 | Latch | 83.09 | 04/09/2019 | 100-420-2100-42103-0000 | |
| | Check Total: | 83.09 | | | |
| Vendor: napau | Cottens' Inc. | | | Check Sequence: 24 | ACH Enabled: False |
| 084137 | Fittings | 25.80 | 04/09/2019 | 100-430-3121-42103-0000 | |
| 084416 | Fuse Holder | 8.88 | 04/09/2019 | 100-430-3000-42100-0000 | |
| | Check Total: | 34.68 | | | |
| Vendor: csmco | CSM Corporation | | | Check Sequence: 25 | ACH Enabled: False |
| | Refund CSM Escrow | 5,000.00 | 04/09/2019 | 100-000-0000-22040-0000 | |
| | Check Total: | 5,000.00 | | | |
| Vendor: cusco | Customer Contact Services | | | Check Sequence: 26 | ACH Enabled: False |
| 4388-031219 | Answering Paging Service - March | 76.32 | 04/09/2019 | 602-495-9490-43100-0000 | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---|---|--|--|---|--------------------|
| 4388-031219 | Answering Paging Service - March | 76.32 | 04/09/2019 | 601-494-9440-43100-0000 | |
| | Check Total: | 152.64 | | | |
| Vendor: dahma 23080 | Dahlheimer Machining, Inc. Modify Collar | 75.00 | 04/09/2019 | Check Sequence: 27 603-496-9495-44040-0000 | ACH Enabled: False |
| | Check Total: | 75.00 | | | |
| Vendor: dehtr 1783 1790 | Dehn Tree Company, Inc. Plow Lot at Old City Hall Plow Lot at Senior Center | 150.00 300.00 | 04/09/2019 04/09/2019 | Check Sequence: 28 100-410-1940-43100-0000 100-450-5186-43100-0000 | ACH Enabled: False |
| | Check Total: | 450.00 | | | |
| Vendor: depem 040119 | Department of Employment & Economic Develc DEED MIF Loan Repayment Advanced Extrasic | 2,182.18 | 04/09/2019 | Check Sequence: 29 200-465-6500-44600-0000 | ACH Enabled: False |
| | Check Total: | 2,182.18 | | | |
| Vendor: depem 040119 | Department of Employment & Economic Develc DEED MIF Loan Repayment Access Point - 04/ | 179.83 | 04/09/2019 | Check Sequence: 30 200-465-6500-44600-0000 | ACH Enabled: False |
| | Check Total: | 179.83 | | | |
| Vendor: facmo 128-061286 1-5890956 54-249622 6-1529552 70-380967 | Elliot Auto Supply Co, Inc. Oil, Fuel & Air Filters Oil & Air Filters Fuel Filter Air Filters Oil Filter | 57.04 251.31 7.57 44.52 4.24 | 04/09/2019 04/09/2019 04/09/2019 04/09/2019 04/09/2019 | Check Sequence: 31 100-450-5200-42103-0000 100-450-5200-42103-0000 100-450-5200-42103-0000 100-450-5200-42103-0000 100-450-5200-42103-0000 | ACH Enabled: False |
| | Check Total: | 364.68 | | | |
| Vendor: enfli | Enforcement Lighting Remove And Re-Tint Window on K-9 Vehicle | 175.00 | 04/09/2019 | Check Sequence: 32 100-420-2100-44040-0000 | ACH Enabled: False |
| | Check Total: | 175.00 | | | |
| Vendor: expsi INV-3769 | Express Signs & Balloons, Inc. Sign Advertisement - Spring Flushing | 225.00 | 04/09/2019 | Check Sequence: 33 601-494-9440-44100-0000 | ACH Enabled: False |
| | Check Total: | 225.00 | | | |
| Vendor: fasco | Fastenal Company Inc. | | | Check Sequence: 34 | ACH Enabled: False |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|--|--|-------------------------|--|---|--------------------|
| MNTC4148060 | Cutting Edge Bolts | 45.00 | 04/09/2019 | 100-430-3125-42100-0000 | |
| MNTC4148199 | Rolled Spring Pins | 67.00 | 04/09/2019 | 100-430-3000-42100-0000 | |
| | Check Total: | 112.00 | | | |
| Vendor: firam 754-1327269517 | First American Title Insurance Co Title Work On Scherber Property | 850.00 | 04/09/2019 | Check Sequence: 35 402-430-3121-43040-1707 | ACH Enabled: False |
| | Check Total: | 850.00 | | | |
| Vendor: selac 1334046 | Further March Participant Fees | 18.00 | 04/09/2019 | Check Sequence: 36 100-410-1325-43015-0000 | ACH Enabled: False |
| | Check Total: | 18.00 | | | |
| Vendor: gopst 9030701 9030701 9030701 | Gopher State One-Call , Inc. Locates Locates Locates | 61.53 61.53 20.04 | 04/09/2019 04/09/2019 04/09/2019 | Check Sequence: 37 602-495-9490-43150-0000 601-494-9440-43150-0000 603-496-9495-43150-0000 | ACH Enabled: False |
| | Check Total: | 143.10 | | | |
| Vendor: Hlmes 03680 03692 | H & L Mesabi Company Pacal 2000 Bits Pacal 2000 Bits | 441.57 318.47 | 04/09/2019 04/09/2019 | Check Sequence: 38 100-430-3122-42103-0000 100-430-3122-42103-0000 | ACH Enabled: False |
| | Check Total: | 760.04 | | | |
| Vendor: harli 729393202699 | Hartford Life and Accident Insurance Company EE Paid LTD Insurance - April 2019 | 663.85 | 04/09/2019 | Check Sequence: 39 100-000-0000-21770-0000 | ACH Enabled: False |
| | Check Total: | 663.85 | | | |
| Vendor: hawch 4460926 | Hawkins Inc. Chlorine, LPC-5 | 2,945.91 | 04/09/2019 | Check Sequence: 40 601-494-9440-42160-0000 | ACH Enabled: False |
| | Check Total: | 2,945.91 | | | |
| Vendor: hencosh 1000120878 | Henn. Co. Accounts Receivable Henn Cty Jail - Per Diem - December 2018 Fees | 1,027.50 | 04/09/2019 | Check Sequence: 41 100-420-2100-43100-0000 | ACH Enabled: False |
| | Check Total: | 1,027.50 | | | |
| Vendor: henpu 1000128660 | Hennepin Cnty Recorder RecordEASE Web Transactions For Feb 2019 | 32.25 | 04/09/2019 | Check Sequence: 42 100-430-3000-44300-0000 | ACH Enabled: False |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---------------|---|----------|--------------|-------------------------|--------------------|
| 1000128660 | RecordEASE Web Transactions For Feb 2019 | 32.25 | 04/09/2019 | 100-410-1325-44300-0000 | |
| | Check Total: | 64.50 | | | |
| Vendor: hydco | Hydro-Designs, Inc. | | | Check Sequence: 43 | ACH Enabled: False |
| 0051925-IN | Cross Connection Control Program 2/6 | 603.33 | 04/09/2019 | 601-494-9440-44080-0000 | |
| | Check Total: | 603.33 | | | |
| Vendor: ihlri | Richard Ihli | | | Check Sequence: 44 | ACH Enabled: False |
| | Mileage - Congressman Dean Phillips City Even | 27.80 | 04/09/2019 | 100-410-1110-44360-0000 | |
| | Mileage - MN Senate Taxes Comm Hearing - 3/2 | 41.18 | 04/09/2019 | 100-410-1110-44360-0000 | |
| | Mileage - MN State House Capital Invest. Comm | 41.18 | 04/09/2019 | 100-410-1110-44360-0000 | |
| | Check Total: | 110.16 | | | |
| Vendor: innof | Innovative Office Solutions LLC | | | Check Sequence: 45 | ACH Enabled: False |
| IN2461363 | Scissors | 2.40 | 04/09/2019 | 601-494-9440-42000-0000 | |
| IN2461363 | Scissors | 2.40 | 04/09/2019 | 602-495-9490-42000-0000 | |
| IN2461363 | Pencils, Lead, Pems, Rubberbands | 21.01 | 04/09/2019 | 603-496-9495-42000-0000 | |
| | Check Total: | 25.81 | | | |
| Vendor: jacsm | Jack's Small Engine, Inc. | | | Check Sequence: 46 | ACH Enabled: False |
| 5722 | Engine For Portable Hotsy | 610.50 | 04/09/2019 | 603-496-9495-42103-0000 | |
| | Check Total: | 610.50 | | | |
| Vendor: juscl | Clayton Justen | | | Check Sequence: 47 | ACH Enabled: False |
| | Fuel Reimbursement For Squad - ICR #1900310 | 23.00 | 04/09/2019 | 100-420-2100-42120-0000 | |
| | Check Total: | 23.00 | | | |
| Vendor: kengr | Kennedy & Graven, Chartered | | | Check Sequence: 48 | ACH Enabled: False |
| January | Legal Fees - Police Data Request | 40.00 | 04/09/2019 | 100-420-2100-43040-0000 | |
| January | Legal Fees - Primrose Schools | 80.00 | 04/09/2019 | 100-410-1325-43040-8150 | |
| January | Legal Fees - General | 2,776.10 | 04/09/2019 | 100-410-1325-43040-0000 | |
| January | Legal Fees - Vincent Woods | 120.00 | 04/09/2019 | 100-410-1325-43040-8150 | |
| January | Legal Fees - Scherber Land Swap | 424.00 | 04/09/2019 | 402-430-3121-43040-1707 | |
| | Check Total: | 3,440.10 | | | |
| Vendor: klipe | Margaret Klingler | | | Check Sequence: 49 | ACH Enabled: False |
| March 2019 | Cleaning City Hall - 5 Weekends | 517.50 | 04/09/2019 | 100-410-1940-44060-0000 | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|-----------------|--|----------|--------------|-------------------------|--------------------|
| | Check Total: | 517.50 | | | |
| Vendor: lauha | Hannah Kurkowski | | | Check Sequence: 50 | ACH Enabled: False |
| | Parking For MCFOA Conference (3/20/19-3/22/ | 12.89 | 04/09/2019 | 100-410-1520-44360-0000 | |
| | Check Total: | 12.89 | | | |
| Vendor: lels | Law Enforcement Labor Services, Inc. | | | Check Sequence: 51 | ACH Enabled: False |
| April 2019 | April 2019 Union Dues | 153.00 | 04/09/2019 | 100-000-0000-21709-0000 | |
| | Check Total: | 153.00 | | | |
| Vendor: leamn | League of MN Cities | | | Check Sequence: 52 | ACH Enabled: False |
| 290177 | Safety & Loss Control Workshop - 1 Employee | 20.00 | 04/09/2019 | 100-450-5200-44360-0000 | |
| 290177 | Safety & Loss Control Workshop - 4 Employees | 80.00 | 04/09/2019 | 100-430-3000-44360-0000 | |
| 291033 | Adobe Acrobat License For Abbie | 122.00 | 04/09/2019 | 100-410-1520-43190-0000 | |
| | Check Total: | 222.00 | | | |
| Vendor: litfa | Little Falls Machine, Inc. | | | Check Sequence: 53 | ACH Enabled: False |
| 354858 | Wing Clevis, Spinner Assy & Mounting Rods, Pi | 1,000.54 | 04/09/2019 | 100-430-3125-42103-0000 | |
| | Check Total: | 1,000.54 | | | |
| Vendor: lmcitwc | LMCIT- Work. Comp. Program | | | Check Sequence: 54 | ACH Enabled: False |
| 13970 | Work Comp Deductible Claim #00078019 | 268.16 | 04/09/2019 | 100-430-3000-41510-0000 | |
| | Check Total: | 268.16 | | | |
| Vendor: maceq | MacQueen Equipment, Inc. | | | Check Sequence: 55 | ACH Enabled: False |
| W01017 | Rebuild (4) Valves and Recalibrate Water Gauge | 3,459.05 | 04/09/2019 | 100-420-2210-44040-0000 | |
| W01064 | Repaired Rail Gloves For Ladder And Scene Lig | 3,222.97 | 04/09/2019 | 100-420-2210-44040-0000 | |
| W01066 | Aerial 11 Hydraulic Fluid Change | 1,915.46 | 04/09/2019 | 100-420-2210-44040-0000 | |
| | Check Total: | 8,597.48 | | | |
| Vendor: marco | Marco Inc | | | Check Sequence: 56 | ACH Enabled: False |
| INV6187728 | Copier / Printer Contract - March-May 2019 | 286.57 | 04/09/2019 | 100-410-1520-44120-0000 | |
| INV6187728 | Copier / Printer Contract - March-May 2019 | 979.19 | 04/09/2019 | 100-420-2100-44120-0000 | |
| INV6187728 | Copier / Printer Contract - March-May 2019 | 247.10 | 04/09/2019 | 603-496-9495-44120-0000 | |
| INV6187728 | Copier / Printer Contract - March-May 2019 | 494.52 | 04/09/2019 | 100-420-2210-44120-0000 | |
| INV6187728 | Copier / Printer Contract - March-May 2019 | 1,576.68 | 04/09/2019 | 100-430-3000-44120-0000 | |
| INV6187728 | Copier / Printer Contract - March-May 2019 | 247.10 | 04/09/2019 | 601-494-9440-44120-0000 | |
| INV6187728 | Copier / Printer Contract - March-May 2019 | 1,089.05 | 04/09/2019 | 100-410-1325-44120-0000 | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|----------------|---|----------|--------------|-------------------------|--------------------|
| INV6187728 | Copier / Printer Contract - March-May 2019 | 247.10 | 04/09/2019 | 602-495-9490-44120-0000 | |
| INV6187728 | Copier / Printer Contract - March-May 2019 | 236.61 | 04/09/2019 | 205-450-5205-44120-0000 | |
| INV6187728 | Copier / Printer Contract - March-May 2019 | 354.92 | 04/09/2019 | 100-450-5120-44120-0000 | |
| INV6187728 | Copier / Printer Contract - March-May 2019 | 111.25 | 04/09/2019 | 100-450-5186-44120-0000 | |
| INV6187728 | Copier / Printer Contract - March-May 2019 | 570.35 | 04/09/2019 | 609-497-9760-44120-0000 | |
| | Check Total: | 6,440.44 | | | |
| Vendor: menar | Menards, Inc. | | | Check Sequence: 57 | ACH Enabled: False |
| 38202 | Drywall Supplies | 38.71 | 04/09/2019 | 100-430-3000-42102-0000 | |
| 38584 | Paint Supplies & Plunger | 99.32 | 04/09/2019 | 100-430-3000-42102-0000 | |
| 40975 | Timberlock 6" & 8" | 69.04 | 04/09/2019 | 100-450-5200-42100-0000 | |
| 41181 | Repair Supplies | 77.19 | 04/09/2019 | 609-497-9770-42102-0000 | |
| 41240 | 6x6-8' Posts & Metal Spray - Mailbox Supplies | 116.67 | 04/09/2019 | 100-430-3121-42100-0000 | |
| | Check Total: | 400.93 | | | |
| Vendor: metcou | Metropolitan Council Environmental Service | | | Check Sequence: 58 | ACH Enabled: False |
| 03312019 | SAC Reporting - March 2019 | 2,460.15 | 04/09/2019 | 408-430-3330-43851-0000 | |
| | Check Total: | 2,460.15 | | | |
| Vendor: minva | Minnesota Valley Testing Labs, Inc | | | Check Sequence: 59 | ACH Enabled: False |
| 965795 | WWTP Testing | 86.40 | 04/09/2019 | 602-495-9490-44080-0000 | |
| 966118 | WWTP Testing | 244.80 | 04/09/2019 | 602-495-9490-44080-0000 | |
| 966974 | WWTP Testing | 86.40 | 04/09/2019 | 602-495-9490-44080-0000 | |
| 967211 | WWTP Testing | 115.20 | 04/09/2019 | 602-495-9490-44080-0000 | |
| | Check Total: | 532.80 | | | |
| Vendor: mndehe | MN Dept of Health | | | Check Sequence: 60 | ACH Enabled: False |
| 9028 | Water Supply Operator Renewal - Seifert | 23.00 | 04/09/2019 | 601-494-9440-44360-0000 | |
| | Check Total: | 23.00 | | | |
| Vendor: schso | MN Equipment Inc. | | | Check Sequence: 61 | ACH Enabled: False |
| P85670 | Cylinder, Dampers, Bolts, Nuts, Washers | 715.10 | 04/09/2019 | 100-430-3125-42103-0000 | |
| | Check Total: | 715.10 | | | |
| Vendor: mwfpr | MWF Properties, LLC | | | Check Sequence: 62 | ACH Enabled: False |
| | Refund Diamond Lake Lofts Concept Plan Escrc | 1,145.00 | 04/09/2019 | 100-000-0000-22040-0000 | |
| | Check Total: | 1,145.00 | | | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---|--|---|--|--|--------------------|
| Vendor: minnc 720603042019 | NCPERS Group Life Ins. April Life Insurance EE Reimbursed | 272.00 | 04/09/2019 | Check Sequence: 63 100-000-0000-21704-0000 | ACH Enabled: False |
| | Check Total: | 272.00 | | | |
| Vendor: nexle 03292019 | Next Level Logistics Shipping of Sand Bags | 250.00 | 04/09/2019 | Check Sequence: 64 100-420-2500-42100-0000 | ACH Enabled: False |
| | Check Total: | 250.00 | | | |
| Vendor: minoc 102945853 | Occupational Health Centers of Minnesota, P.C. Pulmonary Function Testing For SCBA Equipme | 98.00 | 04/09/2019 | Check Sequence: 65 100-420-2210-44080-0000 | ACH Enabled: False |
| | Check Total: | 98.00 | | | |
| Vendor: offde 288599214001 | Office Depot Batteries For Officers & Post-It Notes | 57.15 | 04/09/2019 | Check Sequence: 66 100-420-2100-42000-0000 | ACH Enabled: False |
| | Check Total: | 57.15 | | | |
| Vendor: pitbosu 1011637103 | Pitney Bowes PD Postage Machine Rental - 4/1/19 to 6/30/19 | 117.00 | 04/09/2019 | Check Sequence: 67 100-420-2100-43220-0000 | ACH Enabled: False |
| | Check Total: | 117.00 | | | |
| Vendor: legsh 152672 | Pre-Paid Legal Services, Inc EE Paid Insurance Premiums - March 2019 | 146.55 | 04/09/2019 | Check Sequence: 68 100-000-0000-21751-0000 | ACH Enabled: False |
| | Check Total: | 146.55 | | | |
| Vendor: ransa 1-121119-9 1-121119-9 1-148272-5 1-214957-0 1-83285-4 1-85089-8 1-88190-1 1-88190-1 | Randy's Sanitation, Inc. Garbage Service - PW - March 2019 Garbage Service - CH - March 2019 Monthly Recycling Fee - March 2019 Rogers PD - Garbage Service - April 2019 Garbage Service - Hassan Town Hall - March 20 Garbage Service - WWTP - March 2019 Rogers FD - Garbage Service - April 2019 Community Room - Garbage Service - April 201 | 246.80 105.78 10,420.06 173.50 79.56 328.99 28.81 259.34 | 04/09/2019 04/09/2019 04/09/2019 04/09/2019 04/09/2019 04/09/2019 04/09/2019 04/09/2019 | Check Sequence: 69 100-430-3000-43840-0000 100-410-1940-43840-0000 100-430-3245-43100-0000 100-420-2100-43840-0000 100-410-1940-43840-0000 602-495-9490-43840-0000 100-420-2210-43840-0000 100-410-1941-43840-0000 | ACH Enabled: False |
| | Check Total: | 11,642.84 | | | |
| Vendor: rogpr 54792 54792 | Rogers Printing Metro, Inc Utility Billing Cards Utility Billing Cards | 449.50 449.50 | 04/09/2019 04/09/2019 | Check Sequence: 70 100-430-3245-42100-0000 601-494-9440-42100-0000 | ACH Enabled: False |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|-----------------|---|----------|--------------|-------------------------|--------------------|
| 54792 | Utility Billing Cards | 449.50 | 04/09/2019 | 602-495-9490-42100-0000 | |
| 54792 | Utility Billing Cards | 449.50 | 04/09/2019 | 603-496-9495-42100-0000 | |
| 54957 | Business Cards For Interim Chief Jason Foster | 62.00 | 04/09/2019 | 100-420-2100-43500-0000 | |
| | Check Total: | 1,860.00 | | | |
| Vendor: rogtr | Rogers True Value Hardware Inc | | | Check Sequence: 71 | ACH Enabled: False |
| 016681 | Paint, Stain 1/2" Cop Tube, Etc. | 93.91 | 04/09/2019 | 100-430-3000-42102-0000 | |
| 016687 | Stain Brushes & Stain | 17.32 | 04/09/2019 | 100-430-3000-42102-0000 | |
| | Check Total: | 111.23 | | | |
| Vendor: stclstu | St Cloud State University | | | Check Sequence: 72 | ACH Enabled: False |
| 629430-6961 | Night PIT Class - Sarazin/Beck/Koroll | 1,335.00 | 04/09/2019 | 100-420-2100-44360-0000 | |
| | Check Total: | 1,335.00 | | | |
| Vendor: stasp | Standard Spring & Alignment Service | | | Check Sequence: 73 | ACH Enabled: False |
| 376362 | Spring, Temp. Plate, J-Bolt, Center Bolt For #40- | 1,418.60 | 04/09/2019 | 100-430-3125-42103-0000 | |
| | Check Total: | 1,418.60 | | | |
| Vendor: supso | Supply Solutions, LLC | | | Check Sequence: 74 | ACH Enabled: False |
| 22319 | Centerpull Towels & Facial Tissue | 169.98 | 04/09/2019 | 100-420-2100-42100-0000 | |
| | Check Total: | 169.98 | | | |
| Vendor: tealo | Teamsters Local 320 | | | Check Sequence: 75 | ACH Enabled: False |
| April 2019 | April 2019 Union Dues | 700.00 | 04/09/2019 | 100-000-0000-21709-0000 | |
| April 2019 | April 2019 Union Dues - Legal Defense Fund | 65.16 | 04/09/2019 | 100-000-0000-21709-0000 | |
| | Check Total: | 765.16 | | | |
| Vendor: terSu | Terminal Supply Co | | | Check Sequence: 76 | ACH Enabled: False |
| 20587-00 | Fuses | 53.13 | 04/09/2019 | 100-430-3000-42100-0000 | |
| 21635-00 | Cables Ties, Shrink Tubing, Fuse Holder, Duplex | 260.62 | 04/09/2019 | 100-430-3000-42100-0000 | |
| | Check Total: | 313.75 | | | |
| Vendor: onene | theipguys.net LLC | | | Check Sequence: 77 | ACH Enabled: False |
| 20626 | Data & Voice Services - April 2019 | 1,199.88 | 04/09/2019 | 100-410-1330-43250-0000 | |
| | Check Total: | 1,199.88 | | | |
| Vendor: thuro | Robert Thunder | | | Check Sequence: 78 | ACH Enabled: False |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|----------------|---|----------|--------------|-------------------------|--------------------|
| | Damage Deposit Refund For March 15 Party | 400.00 | 04/09/2019 | 100-000-0000-22000-0000 | |
| | Check Total: | 400.00 | | | |
| Vendor: tmous | T-Mobile, USA | | | Check Sequence: 79 | ACH Enabled: False |
| 9350493852 | Cell Tower Dump Search Warrant - ICR #18019: | 50.00 | 04/09/2019 | 100-420-2100-43140-0000 | |
| | Check Total: | 50.00 | | | |
| Vendor: twicig | Twin City Garage Door Co. | | | Check Sequence: 80 | ACH Enabled: False |
| Z093825 | Repair Garage Door - Replaced Springs & Hinge | 2,250.00 | 04/09/2019 | 100-430-3000-44010-0000 | |
| | Check Total: | 2,250.00 | | | |
| Vendor: verwi | Verizon Wireless Services, LLC | | | Check Sequence: 81 | ACH Enabled: False |
| 9800444716 | Incentive Credit For Zierner | -100.00 | 04/09/2019 | 100-410-1910-43250-0000 | |
| 9804096868 | Missed Payment For Dupic | 126.11 | 04/09/2019 | 100-420-2100-43250-0000 | |
| 9805944888 | Incentive Credit For Dupic | -100.00 | 04/09/2019 | 100-420-2100-43250-0000 | |
| 9811504944 | Invoice Short Paid by PD on Accident | 0.04 | 04/09/2019 | 100-420-2100-43250-0000 | |
| 9815214958 | Invoice Credit For Balcome | -100.00 | 04/09/2019 | 100-430-3000-43250-0000 | |
| 9818982619 | Credit For Phone Trade-Ins | -80.37 | 04/09/2019 | 100-430-3000-43250-0000 | |
| 9818982619 | Credit For Phone Trade-Ins | -80.37 | 04/09/2019 | 100-420-2100-43250-0000 | |
| 9820910474 | Credit For Device Trade-Ins | -150.00 | 04/09/2019 | 100-420-2100-43250-0000 | |
| 9820910474 | Credit For Device Trade-Ins | -150.00 | 04/09/2019 | 100-430-3000-43250-0000 | |
| 9822850601 | Incentive Credit For Bistodeau | -50.00 | 04/09/2019 | 601-494-9440-43250-0000 | |
| 9822850601 | Incentive Credit For Bistodeau | -50.00 | 04/09/2019 | 602-495-9490-43250-0000 | |
| 9826792100 | Cellphone - City Clerk | 41.66 | 04/09/2019 | 100-410-1325-43250-0000 | |
| 9826792100 | Cellphone - PD | 773.63 | 04/09/2019 | 100-420-2100-43250-0000 | |
| 9826792100 | Cellphone - City Planner | 51.00 | 04/09/2019 | 100-410-1910-43250-0000 | |
| 9826792100 | Cellphone - RAC | 102.00 | 04/09/2019 | 205-450-5205-43250-0000 | |
| 9826792100 | Cellphone - Parks | 128.93 | 04/09/2019 | 100-450-5200-43250-0000 | |
| 9826792100 | Cellphone - PW | 397.20 | 04/09/2019 | 100-430-3000-43250-0000 | |
| 9826792100 | Cellphone - Fire Chief & Fire Inspector | 102.00 | 04/09/2019 | 100-420-2210-43250-0000 | |
| 9826792100 | Cellphone - Engineering | 51.00 | 04/09/2019 | 100-410-1950-43250-0000 | |
| 9826792100 | Cellphone - Community Room | 25.50 | 04/09/2019 | 100-410-1941-43250-0000 | |
| 9826792100 | Cellphone - Water | 108.43 | 04/09/2019 | 601-494-9440-43250-0000 | |
| 9826792100 | Cellphone - IS | 87.16 | 04/09/2019 | 100-410-1330-43250-0000 | |
| 9826792100 | Cellphone - Senior Center | 25.50 | 04/09/2019 | 100-450-5186-43250-0000 | |
| 9826792100 | Cellphone - Sewer | 108.43 | 04/09/2019 | 602-495-9490-43250-0000 | |
| 9826792100 | Cellphone - City Administrator | 51.00 | 04/09/2019 | 100-410-1325-43250-0000 | |
| 9826792100 | Cellphone - Storm Water | 51.00 | 04/09/2019 | 603-496-9495-43250-0000 | |
| 9826792100 | Credit For International Plan - Scharber | -62.66 | 04/09/2019 | 100-410-1325-43250-0000 | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|--|---|--|--|---|--------------------|
| | Check Total: | 1,307.19 | | | |
| Vendor: voipr CONT13034-03 | Voice Products Service, LLC Annual Maintenance Renewal/Dragon Software | 171.00 | 04/09/2019 | Check Sequence: 82 100-420-2100-43190-0000 | ACH Enabled: False |
| | Check Total: | 171.00 | | | |
| Vendor: wrihe 03192019 | Wright-Hennepin Coop Electric Assn Street Lights - Unmetered | 470.25 | 04/09/2019 | Check Sequence: 83 100-430-3160-43810-0000 | ACH Enabled: False |
| | Check Total: | 470.25 | | | |
| Vendor: xcele 51-0012591782-1 51-9712220-4 51-9712220-4 51-9712220-4 51-9712220-4 51-9712220-4 51-9712220-4 51-9712220-4 | Xcel Energy Main Street Overhead to Underground PMP Street Light - Recurring Charges - Feb 2019 Street Light - Rogers Dr & 136th Ave N - Feb 20 2018 Street Light Credit Street Light - Rogers Dr & 140th Ct - Feb 2019 Street Light - Church & Main St - Feb 2019 Street Light - Edgewater - Feb 2019 Street Light - Northpoint - Feb 2019 | 10,000.00 5,647.00 193.33 -44.88 137.58 172.88 280.55 39.11 | 04/09/2019 04/09/2019 04/09/2019 04/09/2019 04/09/2019 04/09/2019 04/09/2019 04/09/2019 | Check Sequence: 84 402-430-3121-43030-1811 100-430-3160-43810-0000 100-430-3160-43810-0000 100-430-3000-36233-0000 100-430-3160-43810-0000 100-430-3160-43810-0000 100-430-3160-43810-0000 | ACH Enabled: False |
| | Check Total: | 16,425.57 | | | |
| Vendor: yalme 201315 201315 | Yale Mechanical, LLC PW - No Heat Service Call CH - No Heat Service Call | 619.10 265.33 | 04/09/2019 04/09/2019 | Check Sequence: 85 100-430-3000-44010-0000 100-410-1940-44010-0000 | ACH Enabled: False |
| | Check Total: | 884.43 | | | |
| | Total for Check Run: | 116,452.54 | | | |
| | Total of Number of Checks: | 85 | | | |

Accounts Payable

Computer Check Proof List by Vendor

User: bbruska
 Printed: 04/05/2019 - 10:10AM
 Batch: 00003.04.2019



| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---|---|------------------------------|--|---|--------------------|
| Vendor: carcl MAR 2019 | Carson, Clelland & Schreder Prosecution Fees - March 2019 | 6,928.39 | 04/09/2019 | Check Sequence: 1 100-420-2100-43040-0000 | ACH Enabled: False |
| | Check Total: | 6,928.39 | | | |
| Vendor: cinco 4018379102 4018379102 4019184448 4019184448 | Cintas Corporation Mats FD Mats CR Mats CR Mats FD | 3.52 7.36 7.36 3.52 | 04/09/2019 04/09/2019 04/09/2019 04/09/2019 | Check Sequence: 2 100-420-2210-44060-0000 100-410-1941-44060-0000 100-410-1941-44060-0000 100-420-2210-44060-0000 | ACH Enabled: False |
| | Check Total: | 21.76 | | | |
| Vendor: napau 232-80882 232-80888 | Cottens' Inc. Hydraulic Fittings and Fluid Return Fittings | 25.68 -2.80 | 04/09/2019 04/09/2019 | Check Sequence: 3 205-450-5205-42100-0000 205-450-5205-42100-0000 | ACH Enabled: False |
| | Check Total: | 22.88 | | | |
| Vendor: ecmput 678751 | ECM Publishers, Inc. Public Notice for Cropland Bids | 337.50 | 04/09/2019 | Check Sequence: 4 100-410-1325-43520-0000 | ACH Enabled: False |
| | Check Total: | 337.50 | | | |
| Vendor: firam 04042019 | First American Title Insurance Co Closig for Scherber Land Acquisition for ROW | 44,455.70 | 04/09/2019 | Check Sequence: 5 402-430-3121-45100-1707 | ACH Enabled: False |
| | Check Total: | 44,455.70 | | | |
| Vendor: gofpu 15685 15685 | Goff Public Government Relations Services - Taxes Government Relations Services - Capitol Investm | 1,400.00 3,600.00 | 04/09/2019 04/09/2019 | Check Sequence: 6 100-410-1325-43140-0000 100-410-1325-43140-1710 | ACH Enabled: False |
| | Check Total: | 5,000.00 | | | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|-----------------|----------------------------|-----------|--------------|-------------------------|--------------------|
| Vendor: grelaco | Great Lakes Coca Cola | | | Check Sequence: 7 | ACH Enabled: False |
| 3597206278 | Beverage Inventory | 308.92 | 04/09/2019 | 205-450-5205-42540-0000 | |
| 3597206340 | Beverage Inventory | 344.66 | 04/09/2019 | 205-450-5205-42540-0000 | |
| | Check Total: | 653.58 | | | |
| Vendor: theup | Mathis Holdings, LLC | | | Check Sequence: 8 | ACH Enabled: False |
| | Return Parts | 12.16 | 04/09/2019 | 205-450-5205-43220-0000 | |
| | Check Total: | 12.16 | | | |
| Vendor: ransa | Randy's Sanitation, Inc. | | | Check Sequence: 9 | ACH Enabled: False |
| 1-131546-1 | Garbage - April 2019 | 17.97 | 04/09/2019 | 205-450-5205-43840-0000 | |
| | Check Total: | 17.97 | | | |
| Vendor: scrin | SCR Inc St Cloud | | | Check Sequence: 10 | ACH Enabled: False |
| W41308 | Quarterly Maintenance | 850.00 | 04/09/2019 | 205-450-5205-44040-0000 | |
| | Check Total: | 850.00 | | | |
| Vendor: watco | Watson Company | | | Check Sequence: 11 | ACH Enabled: False |
| 897116 | Concessions Stock | 897.00 | 04/09/2019 | 205-450-5205-42550-0000 | |
| | Check Total: | 897.00 | | | |
| Vendor: wglen | WGL Energy Systems | | | Check Sequence: 12 | ACH Enabled: False |
| 9345 | January Solar | 159.30 | 04/09/2019 | 205-450-5205-43810-0000 | |
| | Check Total: | 159.30 | | | |
| | Total for Check Run: | 59,356.24 | | | |
| | Total of Number of Checks: | 12 | | | |

March 2019 US Bank P-Card Allocations

| Vendor | Account | | | | | Amount | Fiscal Year | Description |
|---------------------------|---------|-----|------|-------|------|----------|-------------|--|
| EXXONMOBIL 99144669 | 100 | 420 | 2100 | 42120 | 0000 | 31.75 | 2019 | Fuel for City Car, Trip to Perham, Case 19003102 |
| CANTEEN CRS 79141784 | 205 | 450 | 5205 | 42540 | 0000 | 439.50 | 2019 | Coffee for Resale |
| MN RECREATION AND PARK A | 205 | 450 | 5205 | 43420 | 0000 | 25.00 | 2019 | Building Coordinator Listing |
| MN RECREATION AND PARK A | 100 | 450 | 5120 | 43420 | 0000 | 25.00 | 2019 | Intern Listing |
| PROGUARD SPORTS | 100 | 450 | 5120 | 42100 | 0000 | 489.29 | 2019 | Mini Sticks |
| CRAIGSLIST.ORG | 205 | 450 | 5205 | 43420 | 0000 | 35.00 | 2019 | Building Coordinator Listing |
| AMZN MKTP US*MISN0VNO | 205 | 450 | 5205 | 42100 | 0000 | 40.78 | 2019 | Zipper repair kit, VGA to HDMI Converter, Phone Case |
| PAYPAL *COMMKITCHEN | 205 | 450 | 5205 | 42100 | 0000 | 42.02 | 2019 | Freezer Shelf Supports (Ebay) |
| PAYPAL *BELTRE22Q | 205 | 450 | 5205 | 42100 | 0000 | 11.97 | 2019 | Thumb Screws (Ebay) |
| ELEVATORKEYS DOTCOM | 205 | 450 | 5205 | 42100 | 0000 | 23.78 | 2019 | Elevator Keys |
| GRAINGER | 205 | 450 | 5205 | 42100 | 0000 | 120.66 | 2019 | V belts, Gloves |
| SAMSLUB #6254 | 205 | 450 | 5205 | 42100 | 0000 | 49.24 | 2019 | Clocks, Duct Tape |
| SAMSLUB #6254 | 205 | 450 | 5205 | 42000 | 0000 | 14.98 | 2019 | Pens |
| SAMSLUB #6254 | 205 | 450 | 5205 | 42550 | 0000 | 183.35 | 2019 | Food for Resale |
| AMZN MKTP US*MI3O92QD0 | 205 | 450 | 5205 | 42100 | 0000 | 8.09 | 2019 | Screws |
| SQ *SQUARE PAID SERVICES | 205 | 450 | 5205 | 44300 | 0000 | 5.00 | 2019 | Cashier Fee - March 2019 |
| AMZN MKTP US*MI7F527J1 | 205 | 450 | 5205 | 42100 | 0000 | 95.98 | 2019 | Painters Tape, Spotlight |
| OREILLY AUTO #1952 | 205 | 450 | 5205 | 42100 | 0000 | 101.16 | 2019 | Transmission fluid, Funnel, Shop towels |
| MILLS FLEET FARM 2400 | 205 | 450 | 5205 | 42100 | 0000 | 14.95 | 2019 | Hydraulic Fittings |
| ABSUPPLYNET | 205 | 450 | 5205 | 42100 | 0000 | 53.19 | 2019 | Door Parts |
| STAPLS7212929803000005 | 205 | 450 | 5205 | 42000 | 0000 | 17.09 | 2019 | Stamp |
| STAPLS7212929803000004 | 205 | 450 | 5205 | 42000 | 0000 | 17.09 | 2019 | Stamp |
| STAPLS7212929803000003 | 205 | 450 | 5205 | 42000 | 0000 | 18.99 | 2019 | Stamp |
| TAG UP | 100 | 450 | 5120 | 42100 | 0000 | 360.74 | 2019 | Jamboree Bag Tags |
| FSI*CENTERPOINT ENERGY | 205 | 450 | 5205 | 43830 | 0000 | 1,003.75 | 2019 | Natural Gas - February 2019 |
| FSI*CENTERPOINT ENERGY | 205 | 450 | 5205 | 43830 | 0000 | 1,003.75 | 2019 | Natural Gas - February 2019 |
| FSI*CENTERPOINT ENERGY | 205 | 450 | 5205 | 43830 | 0000 | 1,003.75 | 2019 | Natural Gas - February 2019 |
| FSI*CENTERPOINT ENERGY | 205 | 450 | 5205 | 43830 | 0000 | 57.55 | 2019 | Natural Gas - February 2019 |
| GRAINGER | 205 | 450 | 5205 | 42100 | 0000 | 112.79 | 2019 | Batteries, Cord, Paper Towels, Toilet Paper |
| STAPLS7214927334000001 | 100 | 450 | 5120 | 42000 | 0000 | 47.84 | 2019 | Laminating Supplies, Pen Holders |
| STAPLS7214927334000002 | 100 | 450 | 5120 | 42000 | 0000 | 58.99 | 2019 | Paper |
| CUB FOODS- ROGERS | 100 | 420 | 2100 | 42000 | 0000 | 40.50 | 2019 | Supplies for Police Laundry |
| BCA TRAINING EDUCATION | 100 | 420 | 2100 | 44360 | 0000 | 75.00 | 2019 | DMT Training - Berglund |
| AMZN MKTP US*MI4RS1PZ2 | 100 | 420 | 2100 | 36233 | 0000 | 20.99 | 2019 | City Card Used in Error - Item Returned |
| AMZN MKTP US*MI34P01G2 | 100 | 420 | 2100 | 36233 | 0000 | 3.12 | 2019 | City Card Used in Error - City Reimbursed |
| AMZN MKTP US*MI3E59V60 | 100 | 420 | 2100 | 42000 | 0000 | 18.81 | 2019 | Water Filters for PD Break Room Fridge |
| OREILLY AUTO #1952 | 100 | 420 | 2100 | 42100 | 0000 | 27.16 | 2019 | Headlamp for Bateman 2014 Jetta |
| TARGET 00014563 | 100 | 420 | 2100 | 42000 | 0000 | 51.58 | 2019 | Cascade and Tide - PD Break Rm & Laundry |
| BCA TRAINING EDUCATION | 100 | 420 | 2100 | 44360 | 0000 | 25.00 | 2019 | NIBRS Training in St. Paul, MN |
| GLOCK PROFESSIONAL INC | 100 | 420 | 2100 | 44360 | 0000 | 250.00 | 2019 | Armorer's Course - Elk River - D. Bohlson |
| MINNESOTA GOVERNMENT FIN | 100 | 410 | 1520 | 44330 | 0000 | 50.00 | 2019 | MNGFOA Membership - Bruska |
| CUB FOODS- ROGERS | 609 | 497 | 9760 | 44360 | 0000 | 8.99 | 2019 | Alcohol 101 Class |
| CUB FOODS- ROGERS | 609 | 497 | 9770 | 44360 | 0000 | 8.99 | 2019 | Alcohol 101 Class |
| OFFICE DEPOT #1090 | 609 | 497 | 9770 | 42010 | 0000 | 38.51 | 2019 | MUNI Ink Cartridge |
| OFFICE DEPOT #1090 | 609 | 497 | 9760 | 42010 | 0000 | 41.79 | 2019 | Comp Paper/Note Pads |
| ROGERS PRINTING | 100 | 410 | 1325 | 42000 | 0000 | 23.00 | 2019 | Notary Stamp |
| MINNESOTA FIRE CHIEFS | 100 | 420 | 2210 | 44360 | 0000 | 300.00 | 2019 | MSFCA Conference |
| AMZN MKTP US*MW9EX0FRO | 100 | 420 | 2210 | 42100 | 0000 | 33.05 | 2019 | Mic Lanyard for Radio |
| RUTTIGERS BAY LAKE LODGE | 100 | 450 | 5186 | 44360 | 0000 | 225.54 | 2019 | Hotel for Annual MASS Conference |
| SIMPLISAFE.COM | 100 | 450 | 5186 | 43880 | 0000 | 14.99 | 2019 | Senior Center Security System Monthly Bill |
| APPLEBEES DIAM19219641 | 100 | 450 | 5186 | 43444 | 0000 | 120.32 | 2019 | Senior Dining Meals for Dec |
| APPLEBEES DIAM19219641 | 100 | 450 | 5186 | 43444 | 0000 | 161.68 | 2019 | Senior Dining Meals for Jan & Feb |
| EB COMBATTING NEGATIV | 100 | 420 | 2210 | 44360 | 0000 | 532.07 | 2019 | Fire Department Training |
| MINNESOTA FIRE CHIEFS | 100 | 420 | 2210 | 44360 | 0000 | 340.00 | 2019 | MSFCA Conference |
| MINNESOTA CHIEFS OF POLIC | 100 | 420 | 2100 | 44360 | 0000 | 1,700.00 | 2019 | ETI Conf - St. Cloud - Foster, Bohlson, Sarazin |
| MN ST IAP ADM PMD PARK | 100 | 420 | 2100 | 44360 | 0000 | 4.80 | 2019 | Parking for Meeting at State Capitol |
| MINNESOTA CHIEFS OF POLIC | 100 | 420 | 2100 | 44330 | 0000 | 351.00 | 2019 | 2019 Membership Renewal MN Chiefs Assn |
| WINDY CITY CABINET | 100 | 430 | 3000 | 42102 | 0000 | 235.41 | 2019 | Safety Cabinet |
| U OF M CONTLEARNING OS | 100 | 430 | 3000 | 44360 | 0000 | (70.00) | 2019 | Refund on Training Seminar |
| DEPT OF NATURAL RESOURCES | 601 | 494 | 9440 | 44380 | 0000 | 150.00 | 2019 | MNDNR Water Permit for Well #9 |
| BLS*LUMINATI.IO | 100 | 430 | 3000 | 36233 | 0000 | 200.00 | 2019 | Fraudulent Transaction - Being Refunded |
| FSI*CENTERPOINT ENERGY | 100 | 420 | 2210 | 43830 | 0000 | 698.07 | 2019 | Gas Bill - Feb 2019 |
| FSI*CENTERPOINT ENERGY | 100 | 410 | 1941 | 43830 | 0000 | 887.42 | 2019 | Gas Bill - Feb 2019 |
| CUB FOODS- ROGERS | 205 | 450 | 5205 | 42550 | 0000 | 9.00 | 2019 | Buns for Concession Stand |
| VIZIERMEDIA.COM | 100 | 410 | 1330 | 43190 | 0000 | 50.00 | 2019 | Website Component |
| SITEGROUND HOSTING | 100 | 410 | 1330 | 43190 | 0000 | 128.85 | 2019 | Website Hosting |
| CDW GOVT #RJK9769 | 100 | 410 | 1330 | 42010 | 0000 | 33.39 | 2019 | Web Camera |
| WWW.CHAMPIONSG.COM | 100 | 410 | 1330 | 43190 | 0000 | 772.50 | 2019 | Office 265 Hosting |
| SMK*WUFOO.COM CHARGE | 100 | 410 | 1330 | 43190 | 0000 | 169.00 | 2019 | Website Component |
| MINNESOTA GOVERNMENT FIN | 100 | 410 | 1520 | 44360 | 0000 | 50.00 | 2019 | 2019 MnGFOA Membership Dues - Herbert |
| AMAZON PRIME | 601 | 494 | 9440 | 36233 | 0000 | 12.99 | 2019 | Amazon Prime Fee - Refunded in April |
| TARGET 00014563 | 609 | 497 | 9770 | 42100 | 0000 | 6.44 | 2019 | Light Bulbs for Popcorn Machine |

March 2019 US Bank P-Card Allocations

| Vendor | Account | | | | | Amount | Fiscal Year | Description |
|----------------------------|---------|-----|------|------------|------|-------------|-------------|---|
| TARGET 00014563 | 609 | 497 | 9760 | 44360 | 0000 | 24.23 | 2019 | Beer Cooler Reset Class |
| CUB FOODS- ROGERS | 609 | 497 | 9770 | 42540 | 0000 | 3.99 | 2019 | Water for Resale - MUNI |
| CUB FOODS- ROGERS | 609 | 497 | 9760 | 42540 | 0000 | 39.96 | 2019 | Pop for Resale - RWAS |
| CUB FOODS- ROGERS | 609 | 497 | 9770 | 42100 | 0000 | 21.70 | 2019 | Fruit for MUNI |
| FSI*CENTERPOINT ENERGY | 609 | 497 | 9760 | 43830 | 0000 | 827.97 | 2019 | RWAS Gas - Jan 2019 |
| FSI*CENTERPOINT ENERGY | 609 | 497 | 9770 | 43830 | 0000 | 345.68 | 2019 | MUNI Gas - Jan 2019 |
| COMCAST ST. PAUL CS 1X | 609 | 497 | 9770 | 43100 | 0000 | 285.85 | 2019 | MUNI Cable - Feb 2019 |
| TARGET 00014563 | 609 | 497 | 9770 | 42540 | 0000 | 5.30 | 2019 | Pop for MUNI |
| TARGET 00014563 | 609 | 497 | 9760 | 43420 | 0000 | 6.39 | 2019 | RWAS Pet Friendly Promotion |
| AMAZON.COM*MISOU3KK1 | 609 | 497 | 9760 | 42100 | 0000 | 270.91 | 2019 | Ladder for Beer Cooler |
| CENTURYLINK/SPEEDPAY | 609 | 497 | 9760 | 43210 | 0000 | 192.88 | 2019 | RWAS Phone - Jan 2019 |
| CENTURYLINK/SPEEDPAY | 609 | 497 | 9760 | 43210 | 0000 | 201.85 | 2019 | RWAS Phone - Feb 2019 |
| CENTURYLINK/SPEEDPAY | 609 | 497 | 9770 | 43210 | 0000 | 267.37 | 2019 | MUNI Phone - Jan 2019 |
| CENTURYLINK/SPEEDPAY | 609 | 497 | 9770 | 43210 | 0000 | 293.37 | 2019 | MUNI Phone - Feb 2019 |
| FRITO LAY SNACKS TO YOU | 609 | 497 | 9770 | 42550 | 0000 | 137.02 | 2019 | Muni Chips for Resale |
| TARGET 00014563 | 609 | 497 | 9770 | 42540 | 0000 | 8.02 | 2019 | MUNI Pop/Water for Resale |
| TARGET 00014563 | 609 | 497 | 9760 | 42540 | 0000 | 17.85 | 2019 | RWAS Pop/Mix for Resale |
| AMAZON.COM*MW4274LZ0 | 609 | 497 | 9760 | 42100 | 0000 | 211.06 | 2019 | RWAS Vacuum |
| NORTHERN TOOL EQUIPMNT | 100 | 420 | 2210 | 42100 | 0000 | (32.23) | 2019 | Return Tools |
| AMZN MKTP US*MI6EG1VF0 | 100 | 410 | 1520 | 42000 | 0000 | 20.42 | 2019 | Deposit Bags |
| KENNECTPET | 100 | 420 | 2100 | 42107 | 0000 | 847.49 | 2019 | Kennel for K9 Zeus |
| CHEWY.COM | 100 | 420 | 2100 | 42107 | 0000 | 62.41 | 2019 | K9 Dog Food |
| PAYPAL *MUTTLUKS | 100 | 420 | 2100 | 42107 | 0000 | 55.00 | 2019 | K9 Boots |
| SPEEDWAY 4341 | 100 | 420 | 2100 | 42120 | 0000 | 38.32 | 2019 | Fuel for DTF Squad |
| HOLIDAY STATIONS 0405 | 100 | 420 | 2100 | 42120 | 0000 | 38.46 | 2019 | Fuel for DTF Squad |
| HOLIDAY STATIONS 3514 | 100 | 420 | 2100 | 42120 | 0000 | 28.78 | 2019 | Fuel for DTF Squad |
| HOLIDAY STATIONS 0700 | 100 | 420 | 2100 | 42120 | 0000 | 37.82 | 2019 | Fuel for DTF Squad |
| APL*ITUNES.COM/BILL | 100 | 420 | 2100 | 44330 | 0000 | 0.99 | 2019 | iCloud Storge Plan |
| CABELA'S RETAIL 014 | 100 | 430 | 3000 | 42100 | 0000 | 53.74 | 2019 | Rope Hoist |
| WELDINGSUPPLY.COM | 100 | 430 | 3000 | 42100 | 0000 | 45.06 | 2019 | Flashback Arrestor for Torch |
| 4TE*COMMERES CONDITIONED W | 100 | 410 | 1940 | 43820 | 0000 | 24.95 | 2019 | March Water Service at City Hall |
| AMAZON.COM*MISMU78M0 | 100 | 410 | 1325 | 42000 | 0000 | 21.49 | 2019 | Paper Towels at City Hall |
| AMZN MKTP US*MI2TJ61U2 | 100 | 410 | 1325 | 42000 | 0000 | 37.62 | 2019 | Room Deoderizer (6) at City Hall |
| IP JACKSON RAMP | 100 | 430 | 3000 | 44360 | 0000 | 8.00 | 2019 | Parking at Met Council |
| DEPT OF NATURAL RESOURCES | 601 | 494 | 9440 | 44380 | 0000 | 7,298.32 | 2019 | DNR Annual Water Pumping Permit |
| SENSIBLE LAND USE COALITI | 100 | 410 | 1910 | 44360 | 0000 | 96.00 | 2019 | February SLUC Luncheon Meeting - Ziemer/Patnode |
| KEEFE CO PARKING ROBERT S | 100 | 410 | 1910 | 44360 | 0000 | 7.25 | 2019 | Parking for Met Council LCDA Grant Review |
| TARGET 00014563 | 100 | 410 | 1910 | 44360 | 0000 | 17.01 | 2019 | Snacks for PC/CC Planning 101 Workshop |
| | 100 | 410 | 1325 | 36233 | 0000 | (13.96) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 100 | 410 | 1330 | 36233 | 0000 | (60.90) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 100 | 410 | 1410 | 36233 | 0000 | (4.70) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 100 | 410 | 1520 | 36233 | 0000 | (9.91) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 100 | 410 | 1910 | 36233 | 0000 | (10.93) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 100 | 410 | 1940 | 36233 | 0000 | (0.87) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 100 | 410 | 1941 | 36233 | 0000 | (12.88) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 100 | 410 | 1950 | 36233 | 0000 | (0.41) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 100 | 420 | 2100 | 36233 | 0000 | (146.76) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 100 | 420 | 2210 | 36233 | 0000 | (12.68) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 100 | 420 | 2230 | 36233 | 0000 | (5.73) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 100 | 420 | 2500 | 36233 | 0000 | (8.65) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 100 | 430 | 3000 | 36233 | 0000 | (11.60) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 100 | 430 | 3121 | 36233 | 0000 | (3.85) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 100 | 450 | 5120 | 36233 | 0000 | (28.59) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 100 | 450 | 5186 | 36233 | 0000 | (70.88) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 100 | 450 | 5200 | 36233 | 0000 | (3.67) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 205 | 450 | 5205 | 36233 | 0000 | (166.67) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 601 | 494 | 9440 | 36233 | 0000 | (256.57) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 602 | 495 | 9490 | 36233 | 0000 | (138.35) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 603 | 496 | 9495 | 36233 | 0000 | (1.37) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 609 | 497 | 9760 | 36233 | 0000 | (76.97) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 609 | 497 | 9770 | 36233 | 0000 | (51.11) | | 4th Quarter 2018 P-Card Rebate Allocation |
| | 100 | 000 | 0000 | 10100 | 0000 | (9,538.47) | | March 2019 CC Allocations |
| | 205 | 000 | 0000 | 10100 | 0000 | (4,341.74) | | March 2019 CC Allocations |
| | 601 | 000 | 0000 | 10100 | 0000 | (7,204.74) | | March 2019 CC Allocations |
| | 602 | 000 | 0000 | 10100 | 0000 | 138.35 | | March 2019 CC Allocations |
| | 603 | 000 | 0000 | 10100 | 0000 | 1.37 | | March 2019 CC Allocations |
| | 609 | 000 | 0000 | 10100 | 0000 | (3,138.04) | | March 2019 CC Allocations |
| | | | | Total | | (24,083.27) | | |
| | | | | Stmt Total | | 24,083.27 | | |
| | | | | Difference | | - | | |



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: April 9, 2019

Agenda Item: No. 5.3

Subject: Approval of Resolution No. 2019-31, A Resolution Authorizing the Execution of Land Exchange Agreements Associated with Parcels for the Northdale Boulevard Reconstruction Project

Prepared By: John Seifert; Public Works Director

Recommended City Council Action

Motion to approve Resolution No. 2019-31, A Resolution Authorizing the Execution of Land Exchange Agreements Associated with Parcels for the Northdale Boulevard Reconstruction Project.

Overview / Background

The City of Rogers has identified through the pavement management program the need to reconstruct the portion of Northdale Blvd. South of County Road 144 to South Diamond Lake Rd. As part of the development of this project, the City Engineer has identified the need to improve the site lines and state-mandated design criteria related to the curves on the center portion of Northdale Blvd.

As a part of the process to improve the alignment of Northdale Blvd., the City requested from the State Aid Office of MNDOT a reduced speed design for the realignment of the existing curves. This formal process requires a variance to be approved prior to proceeding with the final design. By the granting of the variance, the project is now eligible for state aid funding as programmed by the City. In addition, the amount of additional construction limits was substantially reduced.

The reduced construction limits still required that the City work cooperatively with adjacent property owners to facilitate the land exchanges. The City Council and the Transportation Task Force has worked, over the last two years, on the proposed land exchanges which have been reviewed by the City Attorney and substantially accepted by the two property owners pending final review by their representative legal advisors.

The attached resolution grants the authorization for the Mayor and Clerk to execute necessary final documents as approved by the City Attorney. Attached to the resolution are the formal exhibits.

Staff Recommendation

Motion to approve Resolution No. 2019-31, A Resolution Authorizing the Execution of Land Exchange Agreements Associated with Parcels for the Northdale Boulevard Reconstruction Project.

ATTACHMENTS:

Description

Resolution Authorizing Land Exchange Agreements

Exhibit A - Scharber

Exhibit B - MAAS

RESOLUTION NO. 2019 - 31

A RESOLUTION AUTHORIZING THE EXECUTION OF LAND EXCHANGE AGREEMENTS ASSOCIATED WITH PARCELS FOR THE NORTHDALÉ BOULEVARD RECONSTRUCTION PROJECT

WHEREAS, the City of Rogers has entered into a contract with WSB & Associates for the design and construction of a street improvement project for Northdale Boulevard; and

WHEREAS, the construction project for Northdale Boulevard will require additional roadway easements and construction limits to accommodate the final design of the road reconstruction project; and

WHEREAS, the City of Rogers has worked cooperatively with two property owners, Scharber Brothers, LLC, and MAAS Automotive, LLC, being impacted by the additional construction limits. The property owners have substantially agreed to the terms contained in the Land Exchange Agreements attached hereto as Exhibit A (Scharber Brothers, LLC) and Exhibit B (MAAS Automotive, LLC).

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

RESOLVED that the City Council of the City of Rogers authorizes the above-referenced Land Exchange Agreements be entered into with Scharber Brothers, LLC and MAAS Automotive, LLC; and

BE IT FURTHER RESOLVED that the City Council of the City of Rogers authorizes the Mayor and City Clerk to execute final Land Exchange Agreements as approved by the City Attorney and to execute all documents necessary to effectuate the intent of this Resolution.

Moved by Councilmember _____, seconded by Councilmember _____.

The following voted in favor of said Resolution: _____

_____.

The following voted against the same: _____.

The following abstained: _____.

WHEREUPON this Resolution was declared duly-passed and adopted, and was signed by the Mayor and attested by the City Clerk this _____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

EXHIBIT A
(Attached)

EXHIBIT B
(Attached)

LAND EXCHANGE AGREEMENT

This Land Exchange Agreement (hereinafter “Agreement”) is entered into on the date that the last party executes the Agreement, by and between Scharber Brothers LLC, a Minnesota limited company (hereinafter “Scharber”), and the City of Rogers, a Minnesota municipal corporation (“hereinafter the “City”).

RECITALS

A. The City has an easement for right of way purposes over certain property located in Rogers, Minnesota, which is depicted as *Permanent Turn Back Area = 5,436 Square Feet* on the attached Exhibit A and legally described as follows (“Turn Back Parcel”):

All that part of that particular roadway easement, reserved in Doc. No. 5413822, and now to be vacated, which lies northerly of Line A and northerly and westerly of Line B, said Line A and Line B, described as follows:

Line A: Commencing at the southwest corner of the Northwest Quarter of Section 14, Township 120, Range 23, Hennepin County, Minnesota; thence South 89 degrees 20 minutes 16 seconds East, assumed bearing along the south line of said Northwest Quarter, 2268.44 feet to the Westerly right of way line of State Highway No. 101; thence North 00 degrees 39 minutes 48 seconds East, along said Westerly right of way line, 16.50 feet; thence North 46 degrees 58 minutes 23 seconds East, along said Westerly right of way line, 34.33 feet to the point of beginning of said Line A to be hereinafter described; thence North 89 degrees 20 minutes 16 seconds West, 90.79 feet to the westerly line of said particular roadway easement, and said Line A there terminating.

Line B: Commencing at the southwest corner of the Northwest Quarter of Section 14, Township 120, Range 23, Hennepin County, Minnesota; thence South 89 degrees 20 minutes 16 seconds East, assumed bearing along the south line of said Northwest Quarter, 2268.44 feet to the Westerly right of way line of State Highway No. 101; thence North 00 degrees 39 minutes 48 seconds East, along said Westerly right of way line, 16.50 feet; thence North 46 degrees 58 minutes 23 seconds East, along said Westerly right of way line, 34.33 feet to the point of beginning of said Line B to be hereinafter described; thence North 46 degrees 58 minutes 23 seconds East, 11.47 feet; thence North 04 degrees 51 minutes 38 seconds East, 98.42 feet to the westerly line of said particular roadway easement, and said Line B there terminating.

B. Scharber is the contract for deed vendee of certain property located in Rogers, Minnesota, which is legally described as follows (“Scharber Parcel”):

That part of the East Half of the Northwest Quarter of Section 14, Township 120, Range 23, Hennepin County, Minnesota, described as follows:

Commencing at the Southwest corner of the Northwest Quarter; thence on an assumed bearing of South 88 degrees, 38 minutes, 54 seconds East along the South line of said Northwest Quarter, a distance of 1578.53 feet to the actual point of beginning; thence North 1 degree, 21 minutes, 06 seconds East, a distance of 600.00 feet; thence South 88 degrees, 38 minutes, 54 seconds East, a distance of 763.41 feet; thence South 5 degrees, 32 minutes, 52 seconds West, a distance of 404.10 feet; thence South along a tangential curve concave to the East having a radius of 4060.72 feet and a central angle of 0 degrees, 43 minutes, 12 seconds, a distance of 51.03 feet; thence South 47 degrees, 33 minutes, 10 seconds West not tangent to said curve, a distance of 146.54 feet; thence South 1 degree, 21 minutes, 06 seconds West a distance of 44.65 feet to a point on the South line of said East Half of the Northwest Quarter distant 2203.22 feet Easterly of the Southwest corner of said Northwest Quarter; thence North 88 degrees, 38 minutes, 54 seconds West along said South line, a distance of 624.69 feet to the point of beginning.

Together with a roadway easement over that part of the South 1214.11 feet of the East Half of the Northwest Quarter of Section 14, Township 120, Range 23, Hennepin County, Minnesota, lying West of the Westerly right-of-way line of Minnesota State Highway No. 101 and East of a line described as follows:

Beginning at a point on the South line of said South 1214.11 feet of the East Half of the Northwest 1/4, distant 2203.22 feet East of the Southwest corner of said Northwest Quarter, thence North 1 degree, 21 minutes, 06 seconds East assuming said South line of the South 1214.11 feet of the East Half of the Northwest Quarter bears South 88 degrees, 38 minutes, 54 seconds East, a distance of 44.65 feet; thence North 47 degrees, 33 minutes, 10 seconds East, a distance of 146.54 feet; thence North along a nontangential curve concave to the East having a radius of 4060.72 feet and a central angle of 0 degrees, 43 minutes, 12 seconds, a distance of 51.03 feet, the chord of said curve bears North 5 degrees, 11 minutes, 16 seconds East; thence North 5 degrees, 32 minutes, 52 seconds East, tangent to said curve, a distance of 1019.64 feet to the North line of said South 1214.11 feet of the East Half of the Northwest Quarter and terminating thereat.

All according to the United States Government Survey thereof and situate In Hennepin County, Minnesota.

C. For safety purposes, the City desires to improve and realign a section of Northdale Boulevard adjacent to the above-described Scharber property and depicted on the attached Exhibit A as *Permanent Right of Way Taking Area* (the “Easement Parcel”); and

D. The City proposes to acquire an easement from Scharber over the Easement Parcel to complete the Northdale Boulevard road improvements in exchange for vacation of the Turn Back Parcel (the “Land Exchange”).

E. Scharber is willing to complete the Land Exchange as stated in this Agreement.

AGREEMENT

The parties hereto hereby agree as follows:

1. **OFFER/ACCEPTANCE.** In consideration of the mutual agreements herein contained, the City offers and agrees to vacate the Turn Back Parcel and Scharber offers and agrees to convey an easement for right of way purposes over the Easement Parcel to the City. Each Party accepts the property interests to be conveyed via the Land Exchange.
2. **VACATION/DOCUMENTS TO BE DELIVERED BY CITY.**
 - a. City agrees to record a Notice of Completion of Vacation Proceeding, vacating the Turn Back Parcel.
 - b. City agrees to deliver such other documents as may be reasonably required by City’s title examiner or title insurance company.
3. **ADDITIONAL CONSIDERATION TO SCHARBER.**
 - a. The City will reimburse Scharber for the removal of six (6) trees at \$750.00 per tree totaling \$4,500.
 - b. The City will exercise due care to maintain the water level of the geothermal pond area located on the Scharber Parcel adjacent to the construction site.
 - c. The City will provide Scharber with a drainage design to accommodate existing storm water runoff from the Scharber Parcel and such design shall be subject to Scharber’s approval prior to bidding and construction of the Northdale Boulevard road improvements.
4. **GRANT OF EASEMENT/DOCUMENTS TO BE DELIVERED BY SCHARBER.**
 - a. Scharber agrees to execute an Easement to the City in substantially the form attached hereto as Exhibit B.
 - b. Scharber agrees to deliver a Consent to Easement executed by Wells Fargo Bank, National Association in substantially the form attached to the Easement in Exhibit B.
 - c. Scharber agrees to deliver a Consent to Easement from Rhea Company, limited liability company in substantially the form attached to the Easement in Exhibit B.
 - d. Scharber agrees to deliver evidence of authority for Scharber to execute this Agreement, including an Authorizing Resolution, copy of the Member Control

Agreement, copy of the Operating Agreement, and Certificate of Good Standing with the Minnesota Secretary of State.

- e. Scharber agrees to deliver evidence of authority for Rhea Company limited liability company to execute the Consent to Easement, including an Authorizing Resolution, copy of the Member Control Agreement, copy of the Operating Agreement, and Certificate of Good Standing with the Minnesota Secretary of State.
- f. Scharber agrees to deliver such other documents as may be reasonably required by City's title examiner or title insurance company.

5. ADDITIONAL CONSIDERATION TO CITY. Scharber agrees to pay the City an assessment for 187 feet of new curbing on the east side of the Scharber Parcel assessed at \$33 per foot totaling \$6,171 pursuant to an Assessment Agreement attached hereto as Exhibit C.

6. CONDITIONS TO CLOSING. The Land Exchange is conditioned on execution of a Land Exchange Agreement between the City and the owner of Lot 4, Block 1, REMUS INDUSTRIAL PARK SECOND ADDITION that includes the following:

- a. That the parking lot is not higher than the existing parking lot;
- b. That no erection of signage be allowed; and
- c. That no elevated displays higher than the normal height of a vehicle be allowed.

7. CLOSING COSTS AND RELATED ITEMS. City will be responsible for:

- a. Payment of fees charged in connection with title evidence obtained by City for the Turn Back Parcel and the Easement Parcel;
- b. Recording fees of the Notice of Completion of Vacation Proceedings and any other instruments required to establish the vacation of the Turn Back Parcel;
- c. Recording fees for the Easement and Consents to Easement, if filed separately.
- d. All fees for title insurance, if City elects to purchase such insurance on the Easement Parcel;

Scharber will be responsible for:

- a. Recording fees of instruments required to establish marketable title in the Easement Parcel;

Each party will be responsible for its own attorneys' fees and costs.

8. CLOSING. Closing on the Land Exchange shall take place on or before _____, 2019. The closing shall take place at City's offices, City Hall, Rogers, Minnesota, or such other location as is mutually agreed upon by the parties.

9. **POSSESSION/CONDITION OF PROPERTY.** Scharber agrees to deliver possession not later than date of Closing (“Date of Possession”).
10. **NO MERGER OF REPRESENTATIONS, WARRANTIES.** All representations and warranties contained in this Agreement shall not be merged into any instruments or conveyance delivered at Closing, and the parties shall be bound accordingly.
11. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire agreement between the parties and no other agreement prior to this Agreement shall be effective except as expressly set forth or incorporated herein. Any purported amendment shall not be effective unless it shall be set forth in writing and executed by both parties or their respective successors or assigns.
12. **BINDING EFFECT; ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. The parties shall not assign its rights and interest hereunder without notice to the other party.
13. **NOTICE.** Any notice, demand, request or other communication that may or shall be given or served by the parties shall be deemed to have been given or served on the date the same is deposited in the United States Mail, registered or certified, postage prepaid and addressed as follows:
- a. If to Scharber: Scharber Brothers LLC
ATTN: _____
13836 44th Lane NE
St. Michael, MN 55376
- c. If to City: City of Rogers
ATTN: John Seifert
22350 S. Diamond Lake Road
Rogers, MN 55374
- with a copy to: Robert Vose, Esq.
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9275
14. **SPECIFIC PERFORMANCE.** This Agreement may be specifically enforced by the parties, provided that any action for specific enforcement is brought within six months after the date of the alleged breach. This paragraph is not intended to create an exclusive remedy for breach of this Agreement; the parties reserve all other remedies available at law or in equity.

15. **ATTORNEYS' FEES.** If either party commences an action against the other to enforce any of the terms of this Agreement, or because of the breach by either party of the terms hereof, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with the prosecution or defense of such matter.
16. **LIQUIDATED DAMAGES.** In anticipation of this exchange and in reliance on the parties entering into this Agreement, the City will continue to expend funds relating to this project prior to the closing date. In the event that the closing on the Land Exchange contemplated in this Agreement does not occur before _____, 2019 and the delay is not due to the City failing to approve the necessary approvals, Scharber shall pay the City as liquidated damages the City's costs related to this project, including, but not limited to, attorneys' fees related to the negotiation and drafting of this Agreement, the easement, deeds and all other associated documents.
17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
18. **RECITALS.** The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein

[Signature pages to follow.]

[signature page of Scharber Brothers LLC - City of Rogers Land Exchange Agreement]

**SCHARBER BROTHERS LLC, a Minnesota
limited liability company**

Dated: _____

By: _____

Its: Chief Manager/President

STATE OF MINNESOTA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ the Chief Manager/President of Scharber Brothers LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

[signature page of Scharber Brothers LLC - City of Rogers Land Exchange Agreement]

CITY OF ROGERS, a Minnesota municipal corporation

Dated: _____

By: _____
Rick Ihli
Its: Mayor

Dated: _____

By: _____
Stacy Scharber
Its: City Clerk

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Rick Ihli and Stacy Scharber, the Mayor and City Clerk, respectively, of the City of Rogers, a Minnesota municipal corporation.

Notary Public

This Instrument was drafted by:
Kennedy & Graven, Chartered
470 US Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A (Attached)

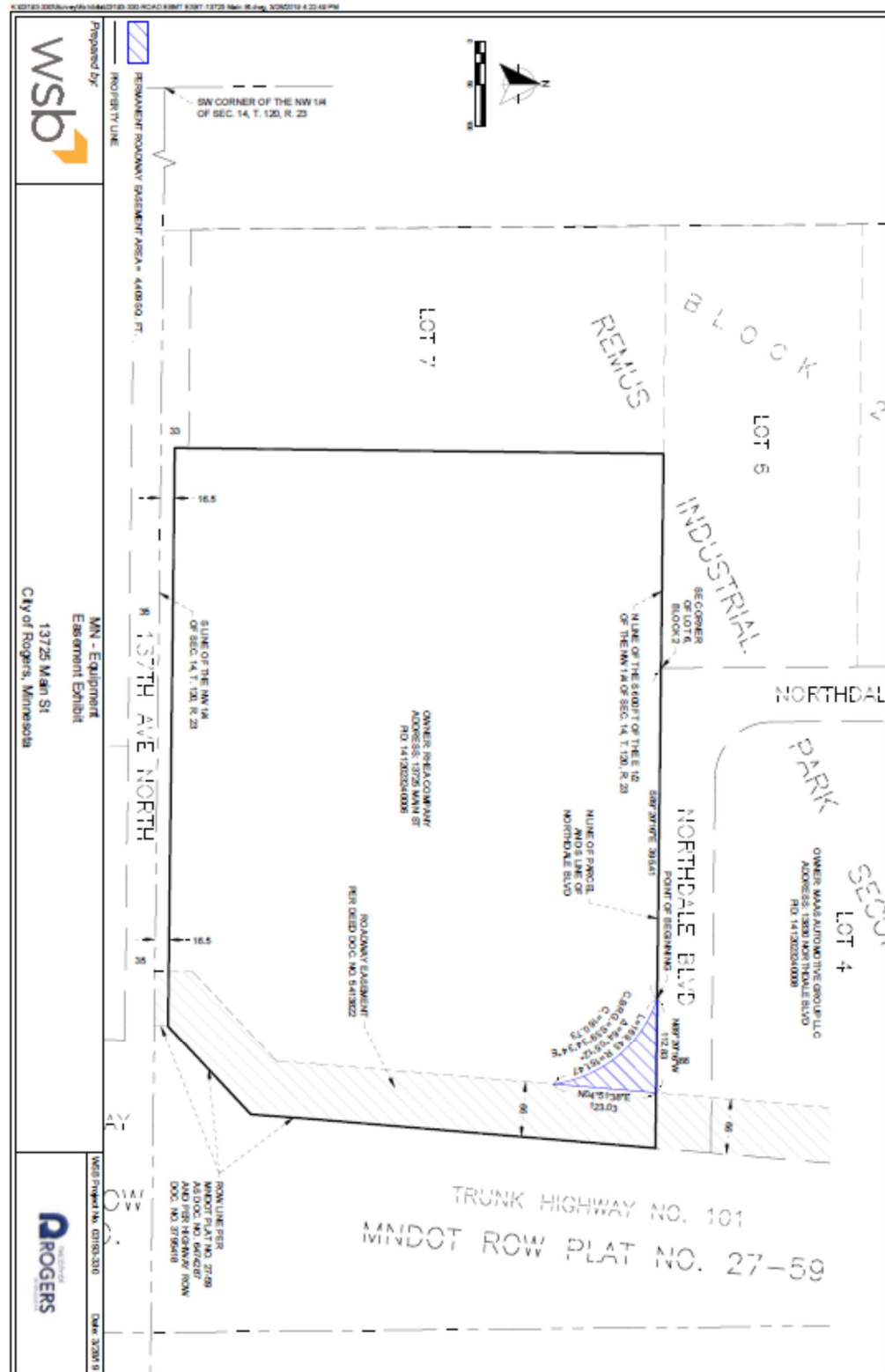


EXHIBIT B
FORM OF EASEMENT

EASEMENT

THIS INSTRUMENT is made by the Scharber Brothers, LLC, a limited liability company organized under the laws of the State of Minnesota, Grantor, in favor of City of Rogers, Grantee.

Recitals

A. Grantor is the contract for deed vendee of the following described property in Hennepin County, Minnesota (the "Property"):

That part of the East Half of the Northwest Quarter of Section 14, Township 120, Range 23, Hennepin County, Minnesota, described as follows:

Commencing at the Southwest corner of the Northwest Quarter; thence on an assumed bearing of South 88 degrees, 38 minutes, 54 seconds East along the South line of said Northwest Quarter, a distance of 1578.53 feet to the actual point of beginning; thence North 1 degree, 21 minutes, 06 seconds East, a distance of 600.00 feet; thence South 88 degrees, 38 minutes, 54 seconds East, a distance of 763.41 feet; thence South 5 degrees, 32 minutes, 52 seconds West, a distance of 404.10 feet; thence South along a tangential curve concave to the East having a radius of 4060.72 feet and a central angle of 0 degrees, 43 minutes, 12 seconds, a distance of 51.03 feet; thence South 47 degrees, 33 minutes, 10 seconds West not tangent to said curve, a distance of 146.54 feet; thence South 1 degree, 21 minutes, 06 seconds West a distance of 44.65 feet to a point on the South line of said East Half of the Northwest Quarter distant 2203.22 feet Easterly of the Southwest corner of said Northwest Quarter; thence North 88 degrees, 38 minutes, 54 seconds West along said South line, a distance of 624.69 feet to the point of beginning.

Together with a roadway easement over that part of the South 1214.11 feet of the East Half of the Northwest Quarter of Section 14, Township 120, Range 23, Hennepin County, Minnesota, lying West of the Westerly right-of-way line of Minnesota State Highway No. 101 and East of a line described as follows:

Beginning at a point on the South line of said South 1214.11 feet of the East Half of the Northwest 1/4, distant 2203.22 feet East of the Southwest corner of said Northwest Quarter, thence North 1 degree,

21 minutes, 06 seconds East assuming said South line of the South 1214.11 feet of the East Half of the Northwest Quarter bears South 88 degrees, 38 minutes, 54 seconds East, a distance of 44.65 feet; thence North 47 degrees, 33 minutes, 10 seconds East, a distance of 146.54 feet; thence North along a nontangential curve concave to the East having a radius of 4060.72 feet and a central angle of 0 degrees, 43 minutes, 12 seconds, a distance of 51.03 feet, the chord of said curve bears North 5 degrees, 11 minutes, 16 seconds East; thence North 5 degrees, 32 minutes, 52 seconds East, tangent to said curve, a distance of 1019.64 feet to the North line of said South 1214.11 feet of the East Half of the Northwest Quarter and terminating thereat.

All according to the United States Government Survey thereof and situate In Hennepin County, Minnesota.

B. Grantor desires to grant to the Grantee an easement, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee the following easement:

A permanent, easement for street, utility and drainage purposes over, under, across and through that part of the Property described as follows:

Commencing at the southeast corner of Lot 6, Block 2, Remus Industrial Park Second Addition, according to the recorded plat thereof, Hennepin County, Minnesota; thence South 89 degrees 20 minutes 16 seconds East, assumed bearing along the north line of the above described parcel of land, and also being the south line of Northdale Boulevard as dedicated on said Remus Industrial Park Second Addition, 395.41 feet to the point of beginning of the easement to be hereinafter described; thence southeasterly a distance of 169.43 feet along a non-tangential curve concave to the southwest having a radius of 151.47 feet, a central angle of 64 degrees 05 minutes 12 seconds, and a chord which bears South 39 degrees 34 minutes 34 seconds East a distance of 160.73 feet to the westerly line of a particular roadway easement described in deed document no. 5413822, thence North 04 degrees 51 minutes 38 seconds East, along the westerly line of said roadway easement, 123.03 feet to the north line of the above described parcel of land, and also being the south line of Northdale Boulevard as dedicated on said Remus Industrial Park Second Addition, thence North 89 degrees 20

minutes 16 seconds West, along the north line of the above described parcel of land, 112.83 feet to the point of beginning.

2. Scope of Easement. The permanent street, utility and drainage easement granted herein includes the right of the Grantee, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing within the described easement area a public roadway, storm sewer, sanitary sewer and water facilities, ground surface drainage ways and sidewalk, or other public facilities or improvements of any type that are not inconsistent with a public right-of-way use.

The easement granted herein also include the right to cut, trim, or remove from the easement areas trees, shrubs, or other vegetation that, in the Grantee's judgment, unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

3. Warranty of Title. The Grantor warrants it is the owner of the Property and has the right, title and capacity to convey to the Grantee the easement herein.

4. Environmental Matters. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants that may have existed on, or that relate to, the easement area or Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this ____ day of _____, 2019.

Scharber Brothers LLC

By _____
Its _____

By _____
Its _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ and _____, the

_____ and _____ of Scharber Brothers LLC, a limited liability company organized under the laws of the State of Minnesota, on behalf of the corporation, Grantor.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY AND SHOULD BE RETURNED TO:

Kennedy & Graven, Chartered
470 US Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

CONSENT AND JOINDER BY MORTGAGEE

Wells Fargo Bank, National Association, a national banking association, holder of a mortgage on the property which is described as follows:

That part of the East Half of the Northwest Quarter of Section 14, Township 120, Range 23, Hennepin County, Minnesota, described as follows:

Commencing at the Southwest corner of the Northwest Quarter; thence on an assumed bearing of South 88 degrees, 38 minutes, 54 seconds East along the South line of said Northwest Quarter, a distance of 1578.53 feet to the actual point of beginning; thence North 1 degree, 21 minutes, 06 seconds East, a distance of 600.00 feet; thence South 88 degrees, 38 minutes, 54 seconds East, a distance of 763.41 feet; thence South 5 degrees, 32 minutes, 52 seconds West, a distance of 404.10 feet; thence South along a tangential curve concave to the East having a radius of 4060.72 feet and a central angle of 0 degrees, 43 minutes, 12 seconds, a distance of 51.03 feet; thence South 47 degrees, 33 minutes, 10 seconds West not tangent to said curve, a distance of 146.54 feet; thence South 1 degree, 21 minutes, 06 seconds West a distance of 44.65 feet to a point on the South line of said East Half of the Northwest Quarter distant 2203.22 feet Easterly of the Southwest corner of said Northwest Quarter; thence North 88 degrees, 38 minutes, 54 seconds West along said South line, a distance of 624.69 feet to the point of beginning.

Together with a roadway easement over that part of the South 1214.11 feet of the East Half of the Northwest Quarter of Section 14, Township 120, Range 23, Hennepin County, Minnesota, lying West of the Westerly right-of-way line of Minnesota State Highway No. 101 and East of a line described as follows:

Beginning at a point on the South line of said South 1214.11 feet of the East Half of the Northwest 1/4, distant 2203.22 feet East of the Southwest corner of said Northwest Quarter, thence North 1 degree, 21 minutes, 06 seconds East assuming said South line of the South 1214.11 feet of the East Half of the Northwest Quarter bears South 88 degrees, 38 minutes, 54 seconds East, a distance of 44.65 feet; thence North 47 degrees, 33 minutes, 10 seconds East, a distance of

CONSENT AND JOINDER BY CONTRACT FOR DEED VENDOR

Rhea Company, limited liability company, fee owner and contract for deed vendor on the property which is described as follows:

That part of the East Half of the Northwest Quarter of Section 14, Township 120, Range 23, Hennepin County, Minnesota, described as follows:

Commencing at the Southwest corner of the Northwest Quarter; thence on an assumed bearing of South 88 degrees, 38 minutes, 54 seconds East along the South line of said Northwest Quarter, a distance of 1578.53 feet to the actual point of beginning; thence North 1 degree, 21 minutes, 06 seconds East, a distance of 600.00 feet; thence South 88 degrees, 38 minutes, 54 seconds East, a distance of 763.41 feet; thence South 5 degrees, 32 minutes, 52 seconds West, a distance of 404.10 feet; thence South along a tangential curve concave to the East having a radius of 4060.72 feet and a central angle of 0 degrees, 43 minutes, 12 seconds, a distance of 51.03 feet; thence South 47 degrees, 33 minutes, 10 seconds West not tangent to said curve, a distance of 146.54 feet; thence South 1 degree, 21 minutes, 06 seconds West a distance of 44.65 feet to a point on the South line of said East Half of the Northwest Quarter distant 2203.22 feet Easterly of the Southwest corner of said Northwest Quarter; thence North 88 degrees, 38 minutes, 54 seconds West along said South line, a distance of 624.69 feet to the point of beginning.

Together with a roadway easement over that part of the South 1214.11 feet of the East Half of the Northwest Quarter of Section 14, Township 120, Range 23, Hennepin County, Minnesota, lying West of the Westerly right-of-way line of Minnesota State Highway No. 101 and East of a line described as follows:

Beginning at a point on the South line of said South 1214.11 feet of the East Half of the Northwest 1/4, distant 2203.22 feet East of the Southwest corner of said Northwest Quarter, thence North 1 degree, 21 minutes, 06 seconds East assuming said South line of the South 1214.11 feet of the East Half of the Northwest Quarter bears South 88 degrees, 38 minutes, 54 seconds East, a distance of 44.65 feet;

thence North 47 degrees, 33 minutes, 10 seconds East, a distance of 146.54 feet; thence North along a nontangential curve concave to the East having a radius of 4060.72 feet and a central angle of 0 degrees, 43 minutes, 12 seconds, a distance of 51.03 feet, the chord of said curve bears North 5 degrees, 11 minutes, 16 seconds East; thence North 5 degrees, 32 minutes, 52 seconds East, tangent to said curve, a distance of 1019.64 feet to the North line of said South 1214.11 feet of the East Half of the Northwest Quarter and terminating thereat.

All according to the United States Government Survey thereof and situate In Hennepin County, Minnesota.
hereby consents and joins in the Easement dated _____, 2019, filed _____, 20__ in the office of the Hennepin County Recorder as Document No. _____ so as to subject and subordinate the undersigned’s interest to said Easement.

Dated: _____ RHEA COMPANY LIMITED LIABILITY COMPANY
By: _____
Its: Chief Manager/President

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, the Chief Manager/President of Rhea Company limited liability company, a limited liability company under the laws of the State of Minnesota, on behalf of the limited liability company.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY AND SHOULD BE RETURNED TO:
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

EXHIBIT C
FORM OF ASSESSMENT AGREEMENT

ASSESSMENT WAIVER AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2019 by and between the City of Rogers, a Minnesota municipal corporation (“City”) and Scharber Brothers, LLC, a Minnesota limited liability company (“Owner”).

WITNESSETH:

WHEREAS, the Owner is the fee owner of land in Hennepin County, Minnesota described as follows (the “Property”):

That part of the East Half of the Northwest Quarter of Section 14, Township 120, Range 23, Hennepin County, Minnesota, described as follows:

Commencing at the Southwest corner of the Northwest Quarter; thence on an assumed bearing of South 88 degrees, 38 minutes, 54 seconds East along the South line of said Northwest Quarter, a distance of 1578.53 feet to the actual point of beginning; thence North 1 degree, 21 minutes, 06 seconds East, a distance of 600.00 feet; thence South 88 degrees, 38 minutes, 54 seconds East, a distance of 763.41 feet; thence South 5 degrees, 32 minutes, 52 seconds West, a distance of 404.10 feet; thence South along a tangential curve concave to the East having a radius of 4060.72 feet and a central angle of 0 degrees, 43 minutes, 12 seconds, a distance of 51.03 feet; thence South 47 degrees, 33 minutes, 10 seconds West not tangent to said curve, a distance of 146.54 feet; thence South 1 degree, 21 minutes, 06 seconds West a distance of 44.65 feet to a point on the South line of said East Half of the Northwest Quarter distant 2203.22 feet Easterly of the Southwest corner of said Northwest Quarter; thence North 88 degrees, 38 minutes, 54 seconds West along said South line, a distance of 624.69 feet to the point of beginning.

Together with a roadway easement over that part of the South 1214.11 feet of the East Half of the Northwest Quarter of Section 14, Township 120, Range 23, Hennepin County, Minnesota, lying West of the Westerly right-of-way line of Minnesota State Highway No. 101 and East of a line described as follows:

Beginning at a point on the South line of said South 1214.11 feet of the East Half of the Northwest 1/4, distant 2203.22 feet East of the

Southwest corner of said Northwest Quarter, thence North 1 degree, 21 minutes, 06 seconds East assuming said South line of the South 1214.11 feet of the East Half of the Northwest Quarter bears South 88 degrees, 38 minutes, 54 seconds East, a distance of 44.65 feet; thence North 47 degrees, 33 minutes, 10 seconds East, a distance of 146.54 feet; thence North along a nontangential curve concave to the East having a radius of 4060.72 feet and a central angle of 0 degrees, 43 minutes, 12 seconds, a distance of 51.03 feet, the chord of said curve bears North 5 degrees, 11 minutes, 16 seconds East; thence North 5 degrees, 32 minutes, 52 seconds East, tangent to said curve, a distance of 1019.64 feet to the North line of said South 1214.11 feet of the East Half of the Northwest Quarter and terminating thereat.

All according to the United States Government Survey thereof and situate In Hennepin County, Minnesota;

and

WHEREAS, the City intends to improve a section of Northdale Boulevard which provides access to and serves the Property, and install certain public improvements including curb, storm sewer, sanitary sewer, water benefitting the Property ("Project"), and

WHEREAS, the City will levy special assessments for the Project; and

WHEREAS, completion of the Project will provide a special benefit to the Property; and

WHEREAS, the Owner consents to completion of the Project, and the levy special assessment against the Property for the Project, all as provided herein.

NOW, THEREFORE, on the basis of the covenants herein, the parties hereto agree as follows:

1. The Owner consents to the City levying a special assessment against the Property for the Project in the amount of \$6,171.00 in accordance with Minnesota Statutes Section 429.061. The Owner waives notice of hearing and hearing on the special assessments authorized by this Agreement, waives the right to appeal the levy of the special assessments, and agrees that:

a) All requirements of Minnesota Statutes Chapter 429 with which the City does not comply are hereby waived by the Owner; and

b) The increase in fair market value of the Property resulting from the Project will be at least equal to the amount of the special assessment levied against the Property, and that such increase in fair market value is a special benefit to the Property.

2. The special assessment levied against the Property shall be payable over two (2) years commencing with taxes payable in 2020. The special assessment shall bear interest at 1% over

the prime rate as reported by the Wall Street Journal. Interest shall accrue from the date of levying the special assessment and shall be adjusted annually on or about December 1st.

3. The covenants, waivers and agreements contained in this Agreement shall bind the Owner and their successors and assigns and shall run with the Property. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Hennepin County, Minnesota.

4. This Agreement shall automatically terminate upon the payment of the special assessment amount noted above.

[The remainder of this page is intentionally left blank]

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

SCHARBER BROTHERS LLC

By: _____
Its: Chief Manager/President

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, the Chief Manager/President of Scharber Brothers LLC, a limited liability company organized under the laws of the State of Minnesota, on behalf of the corporation, Grantor.

Notary Public

NOTARY STAMP OR SEAL

CITY OF ROGERS

By: _____
Rick Ihli
Its: Mayor

By: _____
Stacy Scharber
Its: City Clerk

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Rick Ihli and Stacy Scharber, the Mayor and City Clerk, respectively, of the City of Rogers, a Minnesota municipal corporation.

Notary Public

NOTARY STAMP OR SEAL

This document drafted by:
KENNEDY & GRAVEN, CHARTERED (RJV)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis MN 55402
(612) 337-9300

LAND EXCHANGE AGREEMENT

This Land Exchange Agreement (hereinafter “Agreement”) is entered into on the date that the last party executes the Agreement, by and between MAAS Automotive Group, LLC, a Minnesota limited company (hereinafter “MAAS”), and the City of Rogers, a Minnesota municipal corporation (“hereinafter the “City”).

RECITALS

A. The City is benefitting from an easement for right of way purposes over certain property located in Rogers, Minnesota, as dedicated in the plat of REMUS INDUSTRIAL PARK SECOND ADDITION, which is depicted as *Northdale Boulevard Vacation Area = 7,855 Square Feet* on the attached Exhibit A and is legally described as follows (“Turn Back Parcel”):

All that part of Northdale Boulevard, originally dedicated on REMUS INDUSTRIAL PARK SECOND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, and now to be vacated, which lies easterly of the following described line:

Commencing at the southeast corner of said Lot 4; thence North 89 degrees 20 minutes 16 seconds West, assumed bearing along the south line thereof and also being the north line of Northdale Boulevard, 207.58 feet to the point of beginning of said line to be hereinafter described; thence southeasterly a distance of 150.98 feet along a non-tangential curve concave to the southwest having a radius of 211.47 feet, a central angle of 40 degrees 54 minutes 26 seconds, and a chord which bears South 62 degrees 48 minutes 54 seconds East a distance of 147.80 feet to the south line of Northdale Boulevard, and said line there terminating.

The City is also benefitting from easements for drainage and utility purposes were also dedicated in the plat of REMUS INDUSTRIAL PARK SECOND ADDITION and which are depicted as *Drainage and Utility Easement Vacation Area = 3,945 square feet* on the attached Exhibit A and are legally described as follows (“D & U Vacation Parcels”):

Those Drainage & Utility Easements, originally dedicated on REMUS INDUSTRIAL PARK SECOND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, and now to be vacated, which lie within Lot 4, Block 1, said REMUS INDUSTRIAL PARK SECOND ADDITION and southwesterly of the following described line:

Commencing at the northwest corner of said Lot 4; thence South 00 degrees 27 minutes 03 seconds East, assumed bearing along the west line thereof, 167.72 feet to the point of beginning of said line to be hereinafter described; thence southeasterly a distance of 232.71 feet along a tangential curve concave to the northeast having a radius of 150.00 feet and a central angle

of 88 degrees 53 minutes 13 seconds to the south line of said Lot 4, and said line there terminating.

AND

Those Drainage & Utility Easements, originally dedicated on REMUS INDUSTRIAL PARK SECOND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, and now to be vacated, which lie within Lot 4, Block 1, said REMUS INDUSTRIAL PARK SECOND ADDITION and easterly and southerly of the following described line:

Commencing at the southeast corner of said Lot 4; thence North 89 degrees 20 minutes 16 seconds West, assumed bearing along the south line thereof, 207.58 feet to the point of beginning of said line to be hereinafter described; thence North 00 degrees 39 minutes 44 seconds East, 10.00 feet; thence South 89 degrees 20 minutes 16 seconds East, 208.33 feet to the east line of said Lot 4, and said line there terminating.

B. MAAS is the fee owner of certain property located in Rogers, Minnesota, which is legally described as follows ("MAAS Parcel"):

Lot 4, Block 1, REMUS INDUSTRIAL PARK SECOND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

C. For safety purposes, the City desires to improve and realign a section of Northdale Boulevard adjacent to the above-described MAAS property and, for such purposes, the City seeks to acquire an easement as depicted on the attached Exhibit B as *Permanent Roadway Easement Area* = 3,685 sq. ft. and legally described as follows (the "Easement Parcel"):

A permanent easement for roadway purposes over, under, and across that part of the above described property which lies southwesterly of the following described line:

Commencing at the northwest corner of said Lot 4; thence South 00 degrees 27 minutes 03 seconds East, assumed bearing along the west line thereof, 167.72 feet to the point of beginning of said line to be hereinafter described; thence southeasterly a distance of 232.71 feet along a tangential curve concave to the northeast having a radius of 150.00 feet and a central angle of 88 degrees 53 minutes 13 seconds to the south line of said Lot 4, and said line there terminating.

D. The City proposes to acquire an easement from MAAS over the Easement Parcel to complete the Northdale Boulevard road improvements in exchange for vacation of the Turn Back Parcel and vacation of the D & U Vacation Parcels (the "Land Exchange").

E. MAAS is willing to complete the Land Exchange as stated in this Agreement.

AGREEMENT

The parties hereto hereby agree as follows:

- 1. OFFER/ACCEPTANCE.** In consideration of the mutual agreements herein contained, the City offers and agrees to vacate the Turn Back Parcel and D & U Vacation Parcels and MAAS offers and agrees to convey an easement for right of way purposes over the Easement Parcel to the City. Each Party accepts the property interests to be conveyed via the Land Exchange.
- 2. VACATION/DOCUMENTS TO BE DELIVERD BY CITY.**
 - a. City agrees to record a Notice of Completion of Vacation Proceeding, vacating the Turn Back Parcel and D & U Vacation Parcels.
 - b. City agrees to deliver such other documents as may be reasonably required by City's title examiner or title insurance company.
- 3. ADDITIONAL CONSIDERATION TO MAAS.**
 - a. The City will remove all trees located in the Easement Parcel.
 - b. The City will provide access to the business during the construction of the new right of way to the best of its ability.
 - c. The City will provide MAAS with a drainage design to accommodate existing storm water runoff from the MAAS Parcel and such design shall be subject to MAAS's approval prior to bidding and construction of the Northdale Boulevard road improvements.
 - d. The City will provide a non-variance site plan to accommodate the road realignment.
 - e. The City will restore existing turf surfaces after construction of the right of way.
 - f. The City will relocate existing site improvements impacted by the road realignment, including, but not limited to (i) light poles; (ii) concrete curb; and (iii) existing catch basins.
- 4. GRANT OF EASEMENT/DOCUMENTS TO BE DELIVERED BY MAAS.**
 - a. MAAS agrees to execute an Easement to the City in substantially the form attached hereto as Exhibit C.
 - b. MAAS agrees to deliver a Consent to Easement executed by Bankwest in substantially the form attached to the Easement in Exhibit C.
 - c. MAAS agrees to deliver a Consent to Easement from US Small Business Administration in substantially the form attached to the Easement in Exhibit C.
 - d. MAAS agrees to deliver evidence of authority for MAAS to execute this Agreement, including an Authorizing Resolution, copy of the Member Control Agreement, copy of the Operating Agreement, and Certificate of Good Standing with the Minnesota Secretary of State.
 - e. MAAS agrees to deliver such other documents as may be reasonably required by City's title examiner or title insurance company.

5. **ADDITIONAL CONSIDERATION TO CITY.** MAAS agrees to pay the City an assessment for new curbing on the south and west sides of the MAAS Parcel assessed at \$33 per foot totaling \$2,969.35 pursuant to an Assessment Agreement attached hereto as Exhibit D.
6. **SITE RESTRICTIONS.** MAAS agrees to the following site restrictions on the MAAS Parcel:
- a. That any newly constructed parking lot shall not be higher than the existing parking lot;
 - b. That no erection of signage be allowed; and
 - c. That no elevated displays higher than the normal height of a vehicle be allowed.
7. **CLOSING COSTS AND RELATED ITEMS.** City will be responsible for:
- a. Payment of fees charged in connection with title evidence obtained by City for the Turn Back Parcel and the Easement Parcel;
 - b. Recording fees of the Notice of Completion of Vacation Proceedings and any other instruments required to establish the vacation of the Turn Back Parcel and D & U Vacation Parcels;
 - c. Recording fees for the Easement and Consents to Easement, if filed separately.
 - d. All fees for title insurance, if City elects to purchase such insurance on the Easement Parcel;

MAAS will be responsible for:

- a. Recording fees of instruments required to establish marketable title in the Easement Parcel;

Each party will be responsible for its own attorneys' fees and costs.

8. **CLOSING.** Closing on the Land Exchange shall take place on or before _____, 2019. The closing shall take place at City's offices, City Hall, Rogers, Minnesota, or such other location as is mutually agreed upon by the parties.
9. **POSSESSION/CONDITION OF PROPERTY.** MAAS agrees to deliver possession not later than date of Closing ("Date of Possession"), except that execution of the Construction Easement shall be a condition precedent to Closing.
10. **NO MERGER OF REPRESENTATIONS, WARRANTIES.** All representations and warranties contained in this Agreement shall not be merged into any instruments or conveyance delivered at Closing, and the parties shall be bound accordingly.

11. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire agreement between the parties and no other agreement prior to this Agreement shall be effective except as expressly set forth or incorporated herein. Any purported amendment shall not be effective unless it shall be set forth in writing and executed by both parties or their respective successors or assigns.
12. **BINDING EFFECT; ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. The parties shall not assign its rights and interest hereunder without notice to the other party.
13. **NOTICE.** Any notice, demand, request or other communication that may or shall be given or served by the parties shall be deemed to have been given or served on the date the same is deposited in the United States Mail, registered or certified, postage prepaid and addressed as follows:
- a. If to MAAS: MAAS Automotive Group, LLC
ATTN: John Maas
13830 Northdale Blvd.
Rogers, MN 55374
- c. If to City: City of Rogers
ATTN: John Seifert
22350 S. Diamond Lake Road
Rogers, MN 55374
- with a copy to: Robert Vose, Esq.
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9275
14. **SPECIFIC PERFORMANCE.** This Agreement may be specifically enforced by the parties, provided that any action for specific enforcement is brought within six months after the date of the alleged breach. This paragraph is not intended to create an exclusive remedy for breach of this Agreement; the parties reserve all other remedies available at law or in equity.
15. **ATTORNEYS' FEES.** If either party commences an action against the other to enforce any of the terms of this Agreement, or because of the breach by either party of the terms hereof, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with the prosecution or defense of such matter.

16. **LIQUIDATED DAMAGES.** In anticipation of this exchange and in reliance on the parties entering into this Agreement, the City will continue to expend funds relating to this project prior to the closing date. In the event that the closing on the Land Exchange contemplated in this Agreement does not occur before _____, 2019 and the delay is not due to the City failing to approve the necessary approvals, MAAS shall pay the City as liquidated damages the City's costs related to this project, including, but not limited to, attorneys' fees related to the negotiation and drafting of this Agreement, the easement, deeds and all other associated documents.
17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
18. **RECITALS.** The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein

[Signature pages to follow.]

[signature page of MAAS Automotive Group, LLC - City of Rogers Land Exchange Agreement]

**MAAS Automotive Group, LLC, a Minnesota
limited liability company**

Dated: _____

By: _____

Its: Chief Manager/President

STATE OF MINNESOTA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ the Chief Manager/President of MAAS Automotive Group, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

[signature page of MAAS Automotive Group, LLC - City of Rogers Land Exchange Agreement]

CITY OF ROGERS, a Minnesota municipal corporation

Dated: _____

By: _____
Rick Ihli
Its: Mayor

Dated: _____

By: _____
Stacy Scharber
Its: City Clerk

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Rick Ihli and Stacy Scharber, the Mayor and City Clerk, respectively, of the City of Rogers, a Minnesota municipal corporation.

Notary Public

This Instrument was drafted by:
Kennedy & Graven, Chartered
470 US Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A (Attached)

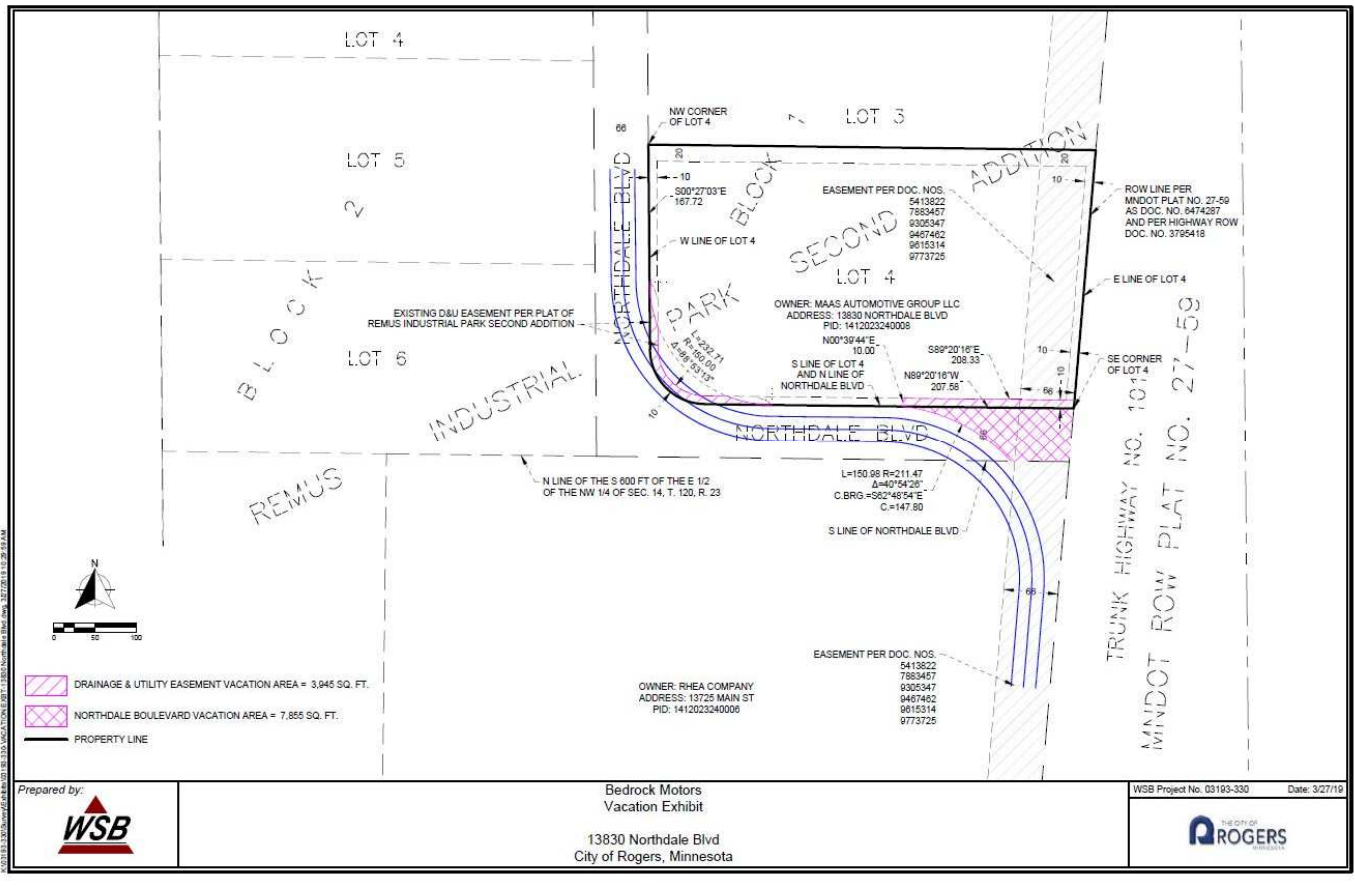


EXHIBIT B

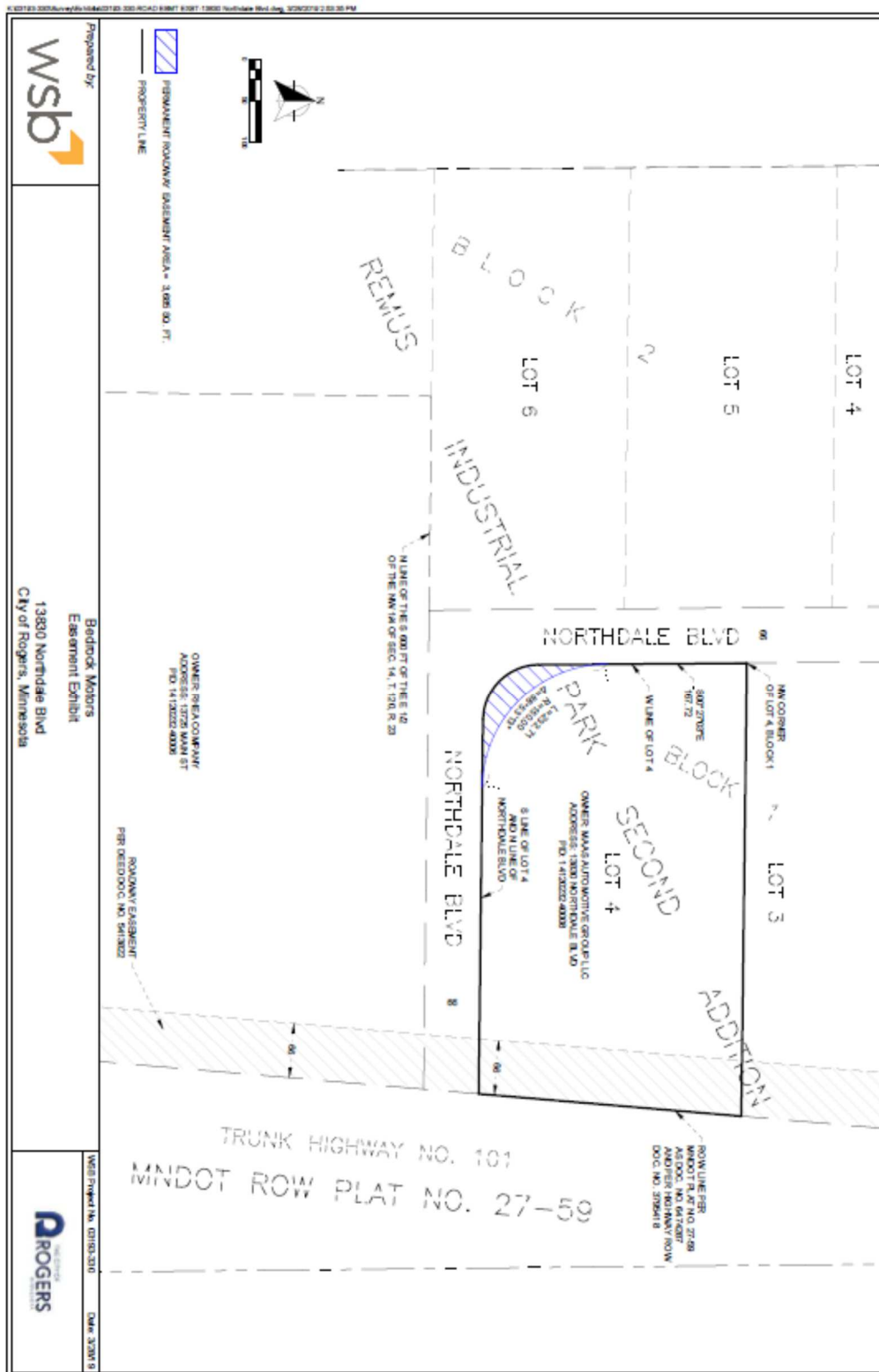


EXHIBIT C
FORM OF EASEMENT
EASEMENT

THIS INSTRUMENT is made by the MAAS Automotive Group, LLC, a limited liability company organized under the laws of the State of Minnesota, Grantor, in favor of City of Rogers, Grantee.

Recitals

A. Grantor is the fee owner of the following described property in Hennepin County, Minnesota (the "Property"):

Lot 4, Block 1, REMUS INDUSTRIAL PARK SECOND ADDITION,
according to the recorded plat thereof, Hennepin County, Minnesota.

B. Grantor desires to grant to the Grantee an easement, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee the following easement:

A permanent easement for roadway purposes over, under, and across that part of the above described property which lies southwesterly of the following described line:

Commencing at the northwest corner of said Lot 4; thence South 00 degrees 27 minutes 03 seconds East, assumed bearing along the west line thereof, 167.72 feet to the point of beginning of said line to be hereinafter described; thence southeasterly a distance of 232.71 feet along a tangential curve concave to the northeast having a radius of 150.00 feet and a central angle of 88 degrees 53 minutes 13 seconds to the south line of said Lot 4, and said line there terminating.

2. Scope of Easement. The permanent street, utility and drainage easement granted herein includes the right of the Grantee, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing within the described easement area a public roadway, storm sewer, sanitary sewer and water facilities, ground surface drainage ways and sidewalk, or other public facilities or improvements of any type that are not inconsistent with a public right-of-way use.

The easement granted herein also include the right to cut, trim, or remove from the easement areas trees, shrubs, or other vegetation that, in the Grantee's judgment, unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

3. Warranty of Title. The Grantor warrants it is the owner of the Property and has the right, title and capacity to convey to the Grantee the easement herein.

4. Environmental Matters. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants that may have existed on, or that relate to, the easement area or Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this _____ day of _____, 2019.

MAAS Automotive Group, LLC

By _____
Its _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ the _____ of MAAS Automotive Group, LLC, a limited liability company organized under the laws of the State of Minnesota, on behalf of the corporation, Grantor.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY AND SHOULD BE RETURNED TO:
Kennedy & Graven, Chartered
470 US Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

CONSENT AND JOINDER BY MORTGAGEE

BANKWEST, a national banking association, holder of a mortgage on the property which is described as follows:

Lot 4, Block 1, REMUS INDUSTRIAL PARK SECOND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

hereby consents and joins in the Easement dated _____, 2019, filed _____, 20__ in the office of the Hennepin County Recorder as Document No. _____ so as to subject and subordinate the undersigned's interest to said Easement.

Dated: _____

BANKWEST

By: _____
Its: Executive Vice President

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ the Executive Vice President of BANKWEST, a national association organized under the laws of the United States of America, on behalf of the association.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY AND SHOULD BE RETURNED TO:
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

CONSENT AND JOINDER BY CONTRACT FOR DEED VENDOR

U.S. Small Business Administration, holder of a mortgage on the property which is described as follows:

Lot 4, Block 1, REMUS INDUSTRIAL PARK SECOND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

hereby consents and joins in the Easement dated _____, 2019, filed _____, 20__ in the office of the Hennepin County Recorder as Document No. _____ so as to subject and subordinate the undersigned's interest to said Easement.

Dated: _____

U.S. Small Business Administration

By: _____

Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, the _____ of U.S. Small Business Administration, a _____ under the laws of the United States of America, on behalf of the U.S. Small Business Administration.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY AND SHOULD BE RETURNED TO:
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

EXHIBIT D
FORM OF ASSESSMENT AGREEMENT

ASSESSMENT WAIVER AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2019 by and between the City of Rogers, a Minnesota municipal corporation (“City”) and MAAS Automotive Group, LLC, a Minnesota limited liability company (“Owner”).

WITNESSETH:

WHEREAS, the Owner is the fee owner of land in Hennepin County, Minnesota described as follows (the “Property”):

Lot 4, Block 1, REMUS INDUSTRIAL PARK SECOND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota; and

WHEREAS, the City intends to improve a section of Northdale Boulevard which provides access to and serves the Property, and install certain public improvements including curb, storm sewer, sanitary sewer, water benefitting the Property (“Project”), and

WHEREAS, the City will levy special assessments for the Project; and

WHEREAS, completion of the Project will provide a special benefit to the Property; and

WHEREAS, the Owner consents to completion of the Project, and the levy special assessment against the Property for the Project, all as provided herein.

NOW, THEREFORE, on the basis of the covenants herein, the parties hereto agree as follows:

1. The Owner consents to the City levying a special assessment against the Property for the Project in the amount of \$2,969.35 in accordance with Minnesota Statutes Section 429.061. The Owner waives notice of hearing and hearing on the special assessments authorized by this Agreement, waives the right to appeal the levy of the special assessments, and agrees that:

a) All requirements of Minnesota Statutes Chapter 429 with which the City does not comply are hereby waived by the Owner; and

b) The increase in fair market value of the Property resulting from the Project will be at least equal to the amount of the special assessment levied against the Property, and that such increase in fair market value is a special benefit to the Property.

2. The special assessment levied against the Property shall be payable over two (2) years commencing with taxes payable in 2020. The special assessment shall bear interest at 1% over

the prime rate as reported by the Wall Street Journal. Interest shall accrue from the date of levying the special assessment and shall be adjusted annually on or about December 1st.

3. The covenants, waivers and agreements contained in this Agreement shall bind the Owner and their successors and assigns and shall run with the Property. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Hennepin County, Minnesota.

4. This Agreement shall automatically terminate upon the payment of the special assessment amount noted above.

[The remainder of this page is intentionally left blank]

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

MAAS Automotive Group, LLC

By: _____
Its: Chief Manager/President

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, the Chief Manager/President of MAAS Automotive Group, LLC, a limited liability company organized under the laws of the State of Minnesota, on behalf of the corporation, Grantor.

Notary Public

NOTARY STAMP OR SEAL

CITY OF ROGERS

By: _____
Rick Ihli
Its: Mayor

By: _____
Stacy Scharber
Its: City Clerk

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Rick Ihli and Stacy Scharber, the Mayor and City Clerk, respectively, of the City of Rogers, a Minnesota municipal corporation.

Notary Public

NOTARY STAMP OR SEAL

This document drafted by:
KENNEDY & GRAVEN, CHARTERED (RJV)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis MN 55402
(612) 337-9300



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: April 9, 2019

Agenda Item: No. 5.4

Subject: Approve Change Order 2 for the Rogers Drive Street Improvements Project

Prepared By: Bret A. Weiss, City Engineer

Recommended City Council Action

Motion to approve Change Order 2 for the Rogers Drive Street Improvements Project in the amount of \$17,348.40.

Overview / Background

The second phase of reconstructing Rogers Drive is complete, and final quantities have been negotiated. Phase 2 of the Rogers Drive project addressed the segment of roadway located from the limits of Phase 1 (Rapid Marine) to the intersection north of South Diamond Lake Road (Rogers Drive/Richard Street). The segment of roadway is approximately 3,300 LF in length.

The proposed design widened westbound/northbound Rogers Drive from Rapid Marine to South Diamond Lake Road to two lanes with curb and gutter at McDonalds and the Travel Center. A previous change order was approved by Council to widen the southbound/eastbound roadway to add an additional lane for accommodating truck turning movements into the Travel Center. This change order (CO 1) included a cost participation agreement with the Travel Center to fund this additional work.

The project also included an underseal of the existing bituminous pavement south of South Diamond Lake Road since the intent was to add on to the existing pavement for the widening instead of a total bituminous removal and replacement. This technique is recommended on roadways that have heavy cracking and can reduce the amount of reflective cracking following paving.

Change Order 2 addresses an overrun in the oil used for the underseal. A larger rock was used than originally planned which required a larger quantity of oil than was provided in the bidding documents. This was a miscalculation in the math to compute the oil quantity prior to bidding. There was no increase in the cost to the project had the math been calculated correctly prior to the bid. The cost for the increase in oil resulted in an increase of cost of \$37,377; however, several underruns of other quantities within the project resulted in an actual additional cost of \$17,348.40.

Staff try to anticipate unknowns during the final design and bidding to account for any additional costs during construction to eliminate the need for any change orders. Some items that were included within the project that were either not used or only partially used include the following:

- Subgrade Excavation: A quantity was provided for subgrade excavation if needed during the widening of the roadway. The soils were better than anticipated and the quantity was not

used.

- Select Granular Borrow: Only a small quantity was used since subgrade excavation was not needed.
- Additional items that had underruns are concrete driveway removals, wear course, and miscellaneous restoration work.

Staff Recommendation

Staff recommends approving Change Order 2 for the Rogers Drive Street Improvements Project. The final payment for the project will be brought to the next meeting in April to accept improvements and close out the project.

Financial Impact: \$17,348.40 **Budgeted?** Yes

Source Fund: Fund 402,
Franchise Fees, State Aid

Notes:

ATTACHMENTS:

Description

Change Order 2

CHANGE ORDER NO. 2

ROGERS DRIVE STREET IMPROVEMENTS PROJECT

APRIL 3, 2019

S.A.P. 238-110-001

CITY OF ROGERS, MN

WSB PROJECT NO. 3193-350

OWNER:

CITY OF ROGERS
22350 SOUTH DIAMOND LAKE ROAD
ROGERS, MN 55374

CONTRACTOR:

HARDRIVES, INC.
14475 QUIRAM DRIVE
ROGERS, MN 55374

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENT DESCRIPTION:

SEE ATTACHED DETAIL

IT IS UNDERSTOOD THAT THIS CHANGE ORDER INCLUDES ALL ADDITIONAL COSTS AND TIME EXTENSIONS WHICH ARE IN ANY WAY, SHAPE, OR FORM ASSOCIATED WITH THE WORK ELEMENTS DESCRIBED ABOVE.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

| | | | |
|---|--------------|--|------------|
| ORIGINAL CONTRACT PRICE: | \$575,326.21 | ORIGINAL CONTRACT TIME (FINAL COMPLETION): | 10/31/2017 |
| PREVIOUS CHANGE ORDERS: NO. 1 | \$71,939.44 | NET CHANGE FROM PREVIOUS CHANGE ORDERS: | N/A |
| CONTRACT PRICE PRIOR TO THIS CHANGE ORDER: | \$647,265.65 | CONTRACT TIME PRIOR TO THIS CHANGE ORDER: | 10/31/2017 |
| NET INCREASE OF THIS CHANGE ORDER: | \$17,348.40 | NET INCREASE OF CHANGE ORDER: | N/A |
| CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS: | \$664,614.05 | CONTRACT TIME WITH APPROVED CHANGE ORDERS | 10/31/2017 |

RECOMMENDED BY:



JENNIFER D. EDISON, PE, PROJECT MANAGER

WSB & ASSOCIATES, INC.
ENGINEER

APPROVED BY:



CONTRACTOR SIGNATURE

HARDRIVES, INC.
CONTRACTOR

APPROVED BY:



CITY ENGINEER

April 4, 2019
DATE

CITY ADMINISTRATOR

DATE

PUBLIC WORKS SUPERINTENDENT

DATE

CHANGE ORDER NO. 2 DETAIL

ROGERS DRIVE STREET IMPROVEMENTS PROJECT
S.A.P. 238-110-001
CITY OF ROGERS, MN
WSB PROJECT NO. 3193-350

APRIL 3, 2019

ADDED ITEMS

| Item No. | Mat. No. | Description | Unit | Qty | Price | Extended Amount |
|----------|----------|--|------|-------|--------|-----------------|
| 93 | 2356.505 | BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2P) | GAL | 2,440 | \$7.11 | \$17,348.40 |

TOTAL ADDED ITEMS CHANGE ORDER NO. 2 **\$17,348.40**

TOTAL ADJUSTMENT TO ORIGINAL CONTRACT AMOUNT **\$17,348.40**



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: April 9, 2019

Agenda Item: No. 7.1

Subject: Small Cell Wireless Aesthetics Policy

Prepared By: Jason Ziemer, City Planner / Community Development Coordinator

Recommended City Council Action

Motion to approve the Small Wireless Facility Design Guidelines.

Overview / Background

The Minnesota Legislature enacted legislation on May 30, 2017 allowing small wireless facilities ("Small Cell") to be located in the public rights-of-way ("ROW"). With that, cities are encouraged to adopt aesthetic standards to protect the look and location of Small Cell installations within the public ROW.

City staff is recommending the City Council to adopt the 'Small Wireless Facility Design Guidelines' to address concerns of aesthetics and the location of Small Cells. These guidelines help the City preserve the look and feel of all areas of the City, but mainly residential, retail and parks. Design guidelines will enable the City to reasonably manage and protect the ROW with the best interest of the City, its residents and businesses as a top priority.

The following are brief examples of what design standards will entail:

- Antennas shall be enclosed by a canister or shroud, cables and wires are to be concealed, and colors of the cell shall match existing surroundings.
- The height of a tower, and distance from one Small Cell to another is also addressed in the design guidelines, as to not overwhelm the ROW with this technology.

Adopting the 'Small Wireless Facility Design Guidelines' is the starting point for establishing aesthetic standards. The guidelines will not be adopted into city code, rather available on the City of Rogers website for reference to the Small Cell requirements. In the meantime, city staff will be working on amending city ordinances related to right-of-way and telecommunication facilities.

The City Council is encouraged to read the attached document and make note of any questions for staff to answer.

Staff Recommendation

Staff recommends approval of the Small Wireless Facility Design Guidelines.

ATTACHMENTS:

Description

Small Wireless Facility Design Guidelines

CITY OF ROGERS

SMALL WIRELESS FACILITY DESIGN GUIDELINES

I. PURPOSE AND COMPLIANCE

In implementing City Code, Chapter 38, and Chapter 105 Article V, the City Council of the City of Rogers (the “City”) finds that in order to protect the public health, safety and welfare of its citizens and to reasonably manage and protect the public rights-of-way (the “ROW”) and its uses in the City, it is in the best interest of the City and its residents and businesses to establish Small Wireless Facility Design Guidelines (the “Guidelines”) to provide the aesthetic requirements and other specifications and reasonable conditions that small wireless facilities and wireless support structures installed within the public ROW must meet prior to and following installation.

The objective of these Guidelines is to strike a balance between preserving and protecting the character of the City through careful design, siting, and camouflaging techniques to blend these facilities into their surrounding environment and provide other reasonable conditions upon such placement and use of the ROW, while enhancing the ability of small wireless facilities carriers to deploy small wireless facilities and wireless support structures in the City effectively and efficiently so that residents, businesses, and visitors benefit from ubiquitous and robust wireless service availability.

These Guidelines apply to requests to locate small wireless facilities in the ROW and ongoing use of the ROW for such purposes. These Guidelines are established pursuant to City Code, Chapter 38, and Chapter 105 Article V, and applicable law. These Guidelines are administered through the permitting process contained therein as conducted by the Department of Public Works.

Placement or modification of a small wireless facilities and/or wireless support structures shall comply with these Guidelines at the time the permit for installation or modification is approved and as amended from time to time. Wireless service providers and permittees are required to comply with City Code, Chapter 38, and Chapter 105 Article V.

II. DEFINITIONS

The definitions contained in Minn. Stat. § 237.162 are incorporated into this policy by reference as though fully set forth herein.

III. APPLICATION REQUIREMENTS

Prior to placing, installing, modifying, relocating or removing a small wireless facility or wireless support structure in the ROW, or to collocating a wireless facility on an existing wireless support structure in the ROW, the operator shall apply for and receive a permit from the City. In addition to the application requirements established in City Code, Chapter 38, and Chapter 105 Article V, the information identified in this Section III must be included for the application to be considered complete, except that where such information is already in the City's possession from previous applications, or where the applicant previously filed information and specifications for standard materials that are being utilized in the new application, such information shall be referenced but need not be resubmitted. The City may require additional information as reasonably necessary to evaluate the application and the impact of the proposed installation(s) on the public health, safety and welfare or on use or management of the ROW.

A. PROOF OF AGENT DESIGNATION (IF APPLICABLE):

If the applicant is serving as an agent of a small wireless operator, the applicant must provide written documentation of the agent designation signed by the operator.

B. MAP

The applicant must include an aerial map showing the location of the proposed or existing support structure to which the small wireless facility is proposed to be attached, or from which a small wireless facility is proposed to be removed.

C. PHOTO SIMULATIONS

For all applications to locate small wireless facilities in the ROW, the applicant shall provide photo simulations from at least two reasonable line-of-site locations near the proposed project site. The photo simulations must be taken from the viewpoints of the greatest pedestrian or vehicular traffic.

D. CONSOLIDATED APPLICATIONS

An applicant seeking to construct, modify, collocate or replace more than one small wireless facility or more than one wireless support structure within the City may file a consolidated application for multiple small wireless facility requests or wireless support structure requests provided the requests grouped on a consolidated application only address substantially the same type of small wireless facilities or substantially the same type of wireless support structures. (Note: The City may treat each request individually during application review and processing and when issuing a determination or applying these guidelines.)

E. SITE AND OTHER PLANS AND STRUCTURAL CALCULATIONS

The applicant must include fully dimensioned site plans, elevation drawings and structural calculations that depict any known existing wireless facilities with all existing transmission equipment and other improvements, the proposed facility with all proposed transmission equipment and other improvements, and the legal boundaries of the existing right-of-way and any associated access and utility easements. Fully dimensioned site plans shall indicate the spacing from existing curb, driveways, sidewalks, light poles and any other poles or appurtenances.

F. FULL DESCRIPTION OF NUMBER AND DIMENSIONS OF FACILITIES AND/OR STRUCTURES TO BE INSTALLED

The applicant must include a full description of the number and dimensions of all small wireless facilities proposed to be installed and the wireless support structure, either new or existing, to be utilized for each small wireless facility. For all equipment proposed to be installed, the applicant must include: (1) the manufacturer's name and model number; (2) physical dimensions, including without limitation, height, width, depth and weight with mounts and other necessary hardware; and (3) the ambient noise level generated from the equipment, if any.

G. OWNER'S AUTHORIZATION

For any application to attach a small wireless facility to a wireless support structure that is not owned by the City, the applicant must submit evidence sufficient to show that either: (1) applicant owns the proposed support structure; or (2) applicant has obtained the owner's written authorization to file the application.

IV. AESTHETIC REQUIREMENTS FOR SMALL WIRELESS FACILITIES

A. ANTENNAS

1. Each small wireless antenna shall be located entirely within a shroud or canister type enclosure.
2. The diameter of the antenna enclosure at its widest point should not be wider than two times the diameter of the top of the wireless support structure. The enclosure shall not exceed six cubic feet in volume.
3. All antenna enclosures shall either be mounted to the top of the wireless support structure pole and aligned with the centerline of the wireless support structure, or mounted to the side of the wireless support structure such that the vertical centerline of the antenna enclosure shall be parallel with the wireless support structure with the height of the side mounted antenna being at a location on the

wireless support structure noted in the application and approved by the City, but at least 10 feet above ground level at its lowest point.

4. Tree “topping” or the improper pruning of trees is prohibited. Any proposed pruning or removal of trees, shrubs or other landscaping already existing in the ROW must be noted in the application and must be approved by the City.

B. CABLES AND WIRES

All cables, wires and connectors related to the small wireless facility must be fully concealed on the wireless support structure and shall match the color of the wireless support structure. There shall be no external cables and wires related to the small wireless facility hanging off or otherwise exposed on the wireless support structure.

C. COLORS

All colors shall match the background of any wireless support structure that the facilities are located upon, including equipment cabinets. Notwithstanding the foregoing, in the case of existing wood utility poles, finishes of conduit shall be zinc, aluminum or stainless steel, or colored to match those metal finishes, and equipment cabinets shall be the color of brushed aluminum.

D. EQUIPMENT ENCLOSURES/CONCEALMENT

1. Equipment enclosures, including electric meters, shall be as small as possible, but in no event larger than 28 cubic feet in volume. Ground-mounted equipment shall incorporate concealment elements into the proposed design matching color and materials of the wireless support structure, unless other materials or colors are approved by the City. Concealment may include, but shall not be limited to, landscaping, strategic placement in less obtrusive locations and placement within existing or replacement street furniture.
2. Radio equipment shall be fully enclosed within an equipment cabinet or concealed within the antenna shroud enclosure matching the color and materials of the wireless support structure, unless other materials or colors are approved by the City.
3. Landscaping concealing equipment enclosures shall be planted in such quantity and size such that 100% screening is achieved within two years of installation.

E. SIGNAGE/LOGOS/LIGHTS/DECALS/COOLING FANS

1. Signage: The small wireless facility permittee shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the small wireless facility that is visible to the public. Signage required

under this section shall not exceed 4 inches by 6 inches, unless otherwise required by law (e.g. radio-frequency (RF) ground notification signs) or the City. If no cabinet exists, the signage shall be placed at the base of the pole.

2. **Lights:** New small wireless facilities and wireless support structures shall not be illuminated, except in accord with state or federal regulations, or unless illumination is integral to the camouflaging strategy such as design intended to look like a street light pole.
3. **Logos/Decals:** The small wireless facility operator/permittee shall remove or paint over unnecessary equipment manufacturer decals. The color shall match or shall be as approved by the City. Small wireless facilities and wireless support structures shall not include advertisements and may only display information required by a federal, state or local agency. The small wireless facility operator/permittee shall utilize the smallest and lowest visibility RF warning sticker required by government or electric utility regulations. Placement of the RF sticker shall be as close to the antenna as possible.
4. **Cooling Fans:** In residential areas, the small wireless facility operator/permittee shall use a passive cooling system. In the event that a fan is needed, the small wireless facility operator/permittee shall use a cooling fan with a low noise profile.

V. LOCATION REQUIREMENTS

A. MOST PREFERABLE LOCATIONS

The following are the most preferred areas for new small wireless facilities in the order of preference (1 being most preferable):

1. *City Owned Property* or existing towers, monopoles, buildings, water towers, or other city-owned properties.
2. *Special Industry Districts (S-I)* are located close in proximity to industrial developments, freeways and other highly traveled highways.
3. *Industrial Districts* if not adjacent to a park, residential district or historic district.
4. *Highway Rights of Way* areas if not adjacent to a park, or residential district.
5. *Retail and Commercial Districts* if not adjacent to a park, or residential district.

B. COLLOCATION PREFERENCE

It is the City's strong preference that whenever an applicant proposes to place a new small wireless facility that the applicant collocate the same on existing wireless support structures.

C. CONSIDERATION OF ALTERNATE LOCATIONS

The City reserves the right to propose an alternate location for a small wireless facility and/or wireless support structure to the location proposed in the application within three hundred feet of the proposed location or within a distance that is equivalent to the width of the ROW in or on which the small wireless facility and/or wireless support structure is proposed, whichever is greater, which the operator shall use if it has the right to use the alternate location on reasonable terms and conditions and the alternate location does not impose technical limits or additional costs.

D. GUIDELINES ON PLACEMENT

The City desires to promote cleanly organized and streamlined facilities using the smallest and least intrusive means available to provide wireless services to the community. Generally, a small wireless facility and/or wireless support structure shall match and be consistent with the materials and finish of the wireless support structure, adjacent City poles, and of the surrounding area adjacent to their location. In the absence of adjacent City poles, the wireless support structure shall match the materials and finish of the adjacent utility poles.

The following additional guidelines on placement shall apply:

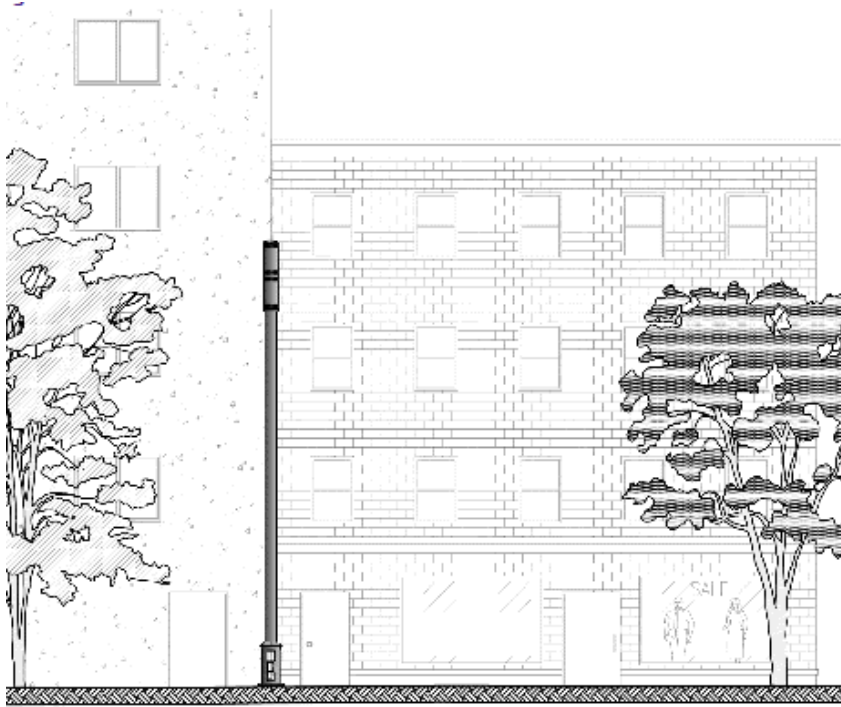
1. Small wireless facilities and wireless support structures shall be located no closer than five hundred fifty feet away, radially, from another small wireless facility and wireless support structure.
2. A combination wireless support structure and streetlight pole should only be located where an existing pole can be removed and replaced, or at a new location where it has been identified that a streetlight is necessary.
3. Small wireless facilities and wireless support structures shall be located in a manner that does not impede, obstruct, or hinder usual public pedestrian or vehicular travel or public safety on a ROW.
4. Small wireless facilities and wireless support structures shall be located in a manner that does not obstruct the legal use of a ROW by a utility provider.
5. Small wireless facilities and wireless support structures shall be located in a manner that does not violate or conflict with the City Code, Chapter 38, and Chapter 105 Article V or these Guidelines.
6. Small wireless facilities and wireless support structures shall be located in a manner that does not violate the federal Americans with Disabilities Act.

7. Small wireless facilities and wireless support structures shall be located in a manner that does not negatively impact the structural integrity of the associated wireless support structure.
8. Small wireless facilities and wireless support structures shall be located in alignment with existing trees, utility poles, and streetlights.
9. Small wireless facilities and wireless support structures shall be located equal distance between trees when possible, with a minimum of 15 feet separation such that no proposed disturbance shall occur within the critical root zone of any tree.
10. Small wireless facilities and wireless support structures shall be located with appropriate clearance from existing utilities.
11. Small wireless facilities and wireless support structures shall be located so as not to be located along the frontage of any building deemed to be of historic significance on a federal, state, or local level.
12. Small wireless facilities and wireless support structures shall be located not within sight triangles at street intersections.
13. New wireless support structures shall not be located directly in front of any existing residential, commercial or industrial structure.
14. To the greatest extent possible, new wireless support structures shall be located in line with existing lot lines or an equidistance from any two existing structures. In areas of the City where multiple structures abut each other and/or where no side lot setback requirements exist, new wireless support structures shall not be located directly in front of an entrance or window of any existing structure.

Figure 1 – Example of Acceptable Location Between Residential Homes:



Figure 2 – Example of Acceptable Location Between Commercial Buildings:



VI. LIMITATIONS

While the City fully intends to apply the guidelines established in this policy uniformly to all small wireless facility applications, there may be circumstances where not every specific guideline may be met. In these cases, City staff will use its reasonable discretion in approving small wireless facilities permit applications that deviate from the strict application of this policy.

VII. EFFECTIVE DATE OF POLICY

This Policy will be effective as of April 9th, 2019. Modifications of the Policy will be effective on the date said modifications are approved by the City Council.



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: April 9, 2019

Agenda Item: No. 7.2

Subject: Approve Resolution No. 2019-32, A Resolution Approving An Extension of the Interim Use Permit for the Purpose of Outdoor Storage at 14180 Northdale Boulevard

Prepared By: Jason Ziemer, City Planner / Community Development Coordinator

Recommended City Council Action

Motion to approve Resolution No. 2019-32, granting an extension for the Interim Use Permit per Resolution No. 2018-55, 12 months from the date of expiration through December 26, 2019, with the following conditions:

1. The Applicant shall satisfy Conditions 2 and 3 of Resolution No. 2018-55 by May 31, 2019, and Condition 4 of Resolution No. 2018-55 by June 30, 2019.
2. Should the Applicant not proceed with the Phase 1 of the Development by December 26, 2019, which shall include entering into a Development Agreement with the City and paying applicable fees per that Agreement, and applying for and obtaining a building permit to commence construction activities, the IUP shall terminate on December 26, 2019, requiring the removal of all outdoor storage from the Subject Property.

Overview / Background

On June 26, 2018, Chuck Van Heel (Applicant) received Site Plan approval, per Resolution No. 2018-54, for the purpose of constructing seven (7) self-storage (Development) located at 14180 Northdale Boulevard (Subject Property). In addition to Site Plan, the City Council also approved an Interim Use Permit (IUP), per Resolution No. 2018-55, allowing temporary use of the property for the purpose of outdoor storage, provided the type of storage is “accessory” to the primary use (mini storage).

The development plan for the Subject Property showed build-out in two (2) phases. The area shown as Phase 2 development was identified and approved for outdoor storage via the IUP. As a condition of approval, the outdoor storage will cease at the time of Phase 2 construction. However, since the June approvals the Applicant has not proceeded with the Development, resulting in the expiration of the IUP as of December 26, 2018. The Applicant submitted a request to extend the duration of the IUP for up to 12 months.

Primary Issues to Consider

1. Interim Use Permit
2. Fencing
3. Possible IUP Amendment

Analysis of Primary Issues

1. Interim Use Permit

The existing uses on the Subject Property are a combination of storage facilities, contained within the existing three (3) buildings, and outdoor storage of trucks, trailers and recreational vehicles (i.e. boats). City Code §125-202(d)(8) specifically identifies outdoor storage by Conditional Use but for contractors only. Thus, the current outdoor storage use does not conform to City Code and, therefore, would neither be a permitted use nor permitted conditional use. A review of City files did not identify any previous approvals related to the outdoor storage. If it were permitted, the non-conforming outdoor storage use would also not satisfy several performance standards, including maximum area (20% of the building area) and the parking/storage areas are not paved and lack storm drainage facilities.

The approval of the Interim Use Permit tied to the Development enabled the Applicant to continue a limited duration of outdoor storage use of the Subject Property. As stated above, that use would cease at a future date, based on certain conditions identified in the approved IUP resolution. Interim Use Permits (IUP) allow a City to grant a “temporary” use for a property with conditions and for a specified period of time, or sunset date, that is triggered by a certain action. City Code §125-35(a) states: “The purpose and intent of allowing interim uses is to allow a use for a determined period of time. The use must be presently judged acceptable by the city council, but determined that with anticipated development or redevelopment, will not be acceptable in the future or will be replaced in the future by a permitted or conditional use allowed within the respective district.”

In this case that sunset date would be the approval of a building permit associated with Phase 2 construction, with conditions. In addition to not satisfying certain conditions, per Resolution No. 2018-55, the Applicant did not proceed with the Development, resulting in the expiration of the IUP on December 26, 2018, requiring the Applicant to request an extension. City Code §125-35(d)(7) establishes the following, unless otherwise specified by City resolution: “An interim use permit shall expire and be considered null and void six months after it has been issued if no construction has begun, or if the use has not been established or, once having been established, has not been actively maintained for more than one year.”

Again, although the outdoor storage is an existing use, there is no record that it was ever approved as a permitted use or conditional use, and it does not qualify as a conditional use by City Code standards.

That being said, City staff have met with the Applicant and reviewed the extension request and are comfortable with recommending a 12-month extension from the date of expiration through December 26, 2019. All conditions as identified in Resolution No. 2018-55 would remain in full force and effect, meaning the Applicant will need to satisfy any outstanding conditions; sunset dates would also remain in effect. Based on the circumstances involving the existing outdoor storage use, City staff further recommends a condition that if the approved Development does not commence by December 26, 2019 any outdoor storage would need to cease altogether unless it complies with the approved IUP or is addressed through a new or amended IUP.

2. Fencing

During discussions pertaining to the extension, the Applicant has requested the ability to install new

fencing and controlled access gates to create a fully secure site. This would include a gate adjacent to the primary property access off Northdale Boulevard, and enclosing the openings between the fence and buildings on the south side of the property, facing North 101 Business Park at 14140 Northdale Boulevard. There is existing fencing on the Subject Property. However, Condition 6 of Resolution No. 2018-55 specifically prohibits the installation of fencing of outdoor storage areas.

City Planning staff is comfortable with enabling the Applicant, as the property owner, to complete the fencing enclosure for the purpose of security, provided the Applicant shall satisfy City Code fencing performance standards (with no Variance) and submits a Site Plan showing all fencing and gate locations for review and approval by City staff prior to installation. As the resolution did not permit fencing out outdoor storage areas, Planning staff would want Fire Department input. If approval is given, the Applicant would be required to obtain any required building permits.

3. Possible IUP Amendment

Additionally, the Applicant has indicated a desire to use a portion of the Subject Property for the purpose of parking rental U-Haul trucks. Although it could be argued the U-Haul trucks are commensurate and, thus, accessory to the existing self-storage, City Code for B-3 zoning identifies only four (4) approved Accessory Uses. Furthermore, the parking of U-Haul trucks would align more closely to outdoor storage, which requires a Conditional Use Permit. As described previously, such use could only be granted as via an Interim Use Permit, as the use would not be a permitted Conditional Use based on the principal use of the Subject Property. City staff has discussed with the Applicant the best approach is to request an amendment to the approved IUP to allow for outdoor storage of U-Haul trucks with similar conditions and sunset dates tied to the approved Development. This request would come at a later date. Amendments to IUPs require an initial review and public hearing by the Planning Commission.

Staff Recommendation

City staff recommend granting an extension the Interim Use Permit per Resolution No. 2018-55, 12 months from the date of expiration through December 26, 2019, with the following conditions:

1. The Applicant shall satisfy Conditions 2 and 3 of Resolution No. 2018-55 by May 31, 2019, and Condition 4 of Resolution No. 2018-55 by June 30, 2019.
2. Should the Applicant not proceed with the Phase 1 of the Development by December 26, 2019, which shall include entering into a Development Agreement with the City and paying applicable fees per that Agreement, and applying for and obtaining a building permit to commence construction activities, the IUP shall terminate on December 26, 2019, requiring the removal of all outdoor storage from the Subject Property.

ATTACHMENTS:

Description

Resolution No. 2019-32, A Resolution Approving An Extension of the Interim Use Permit for the Purpose of Outdoor Storage at 14180 Northdale Boulevard

2018-55 Interim Use Permit North 101 Self Storage Recorded 06262018

Request Letter_IUP Extension_North101 Self Storage

RESOLUTION NO. 2019 - 32

A RESOLUTION APPROVING AN EXTENSION OF THE INTERIM USE PERMIT FOR THE PURPOSE OF OUTDOOR STORAGE AT 14180 NORTHDAL E BOULEVARD

WHEREAS, on June 26, 2018, Chuck Van Heel (“Applicant”), on behalf of NO101,LLC, received Site Plan approval, per Resolution No. 2018-54, and approval of an Interim Use Permit (“IUP”) for outdoor storage, per Resolution No. 2018-55, for the purpose of constructing a self-storage facility (mini storage) (“Development”) located at 14180 Northdale Boulevard (“Subject Property”) (PID: 11-120-23-34-0014); and,

WHEREAS, City Code §125-35(d)(7) establishes the following, unless otherwise specified by City resolution: *“An interim use permit shall expire and be considered null and void six months after it has been issued if no construction has begun, or if the use has not been established or, once having been established, has not been actively maintained for more than one year.”*

WHEREAS, the IUP resolution was silent on duration of the approval, meaning duration reverts to City Code as described herein; and,

WHEREAS, the pre-existing outdoor storage (“Existing Use”) located on the property was not previously approved as either a permitted use or by a special use permit, and the intent of the IUP was to authorize temporary outdoor storage, and limited to a specific location on the Subject Property, as part of the approved phased construction plan of the Development; and,

WHEREAS, the Applicant has not commenced construction activities related to the Development, resulting in the expiration of the IUP on December 26, 2018, and has also not satisfied other conditions established within the IUP resolution; and,

WHEREAS, the Applicant has requested an extension up to 12 months, through December 26, 2019.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the duration of the approved Interim Use Permit for Chuck Van Heel, on behalf of NO101, LLC, per Resolution No. 2018-55, is hereby extended to December 26, 2019.

BE IT FURTHER RESOLVED the conditions listed in Resolution No. 2018-55 remain in full force and effect, and the Applicant is responsible for satisfying the following said conditions from Resolution No. 2018-55:

2. the Applicant shall submit detailed list of items to be stored on property for staff review and concurrence within 30 days of approval of this Resolution;
3. the Applicant shall provide a parking plan, showing the location and number of outdoor parking spaces within 30 days of approval of this Resolution;
4. the outdoor storage area shall be paved and striped according to the parking plan;

5. the outdoor storage shall only be permitted on the area of the property identified on the approved Site Plan as Phase 2;
6. the Applicant may not fence the outdoor storage area and parking spaces;

BE IT FURTHER RESOLVED should the Applicant not enter a Development Agreement with the City and pay applicable fees per that Agreement, and should the Applicant not apply for and obtain a building permit to commence Phase 1 of the Development the IUP shall terminate on December 26, 2019, requiring the removal of all outdoor storage from the Subject Property.

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 City Clerk dated this 9th day of April, 2019.

Rick Ihli, Mayor

ATTEST:

Stacy Scharber, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, Block 1, North 101 Business Park 2nd Addition,
Hennepin County, Minnesota



Doc No **A10569687**

Certified, filed and/or recorded on
Jun 29, 2018 4:30 PM

Office of the County Recorder
Hennepin County, Minnesota
Martin McCormick, County Recorder
Mark Chapin, County Auditor and Treasurer

Deputy 135

Pkg ID 1709572M

Document Recording Fee

\$46.00

Document Total

\$46.00

STATE OF MINNESOTA

COUNTY OF HENNEPIN

CITY OF ROGERS

The undersigned duly qualified and acting Deputy City Clerk of the City of Rogers hereby certifies that the attached hereto is a true and correct copy of **Resolution No. 2018-55, A Resolution Granting Approval of an Interim Use Permit for the Purpose of Outdoor Storage, Located at 14180 Northdale**, filed in the office of the City Clerk, City of Rogers.



Judy Splett, Deputy City Clerk

In full force and effect dated this 28th day of June, 2018

RESOLUTION NO. 2018 - 55

**A RESOLUTION GRANTING APPROVAL OF AN INTERIM USE PERMIT
FOR THE PURPOSE OF OUTDOOR STORAGE, LOCATED
AT 14180 NORTHDAL E BOULEVARD**

WHEREAS, Chuck Van Heel ("Applicant"), NO101, LLC, has submitted application to the City of Rogers ("City"), requesting approval of an Interim Use Permit ("IUP") for the purpose of outdoor storage, located at 14180 Northdale Boulevard ("Subject Property") (PID: 11-120-23-34-0014); and

WHEREAS, the application for IUP is tied to an approved Site Plan, per Resolution No. 2018-54, to construct a self-service storage facility (mini storage) ("Development") on the Subject Property; and

WHEREAS, the property is zoned Highway Business District (B-3) ("Zoning District"), and City Code Section §125-202(b)(25) identifies the Development as a Permitted Use; and

WHEREAS, the Applicant is requesting approval of the IUP as the proposed outdoor storage on the Subject Property would not qualify as a permitted Conditional Use under City Code Section §125-202(d); and

WHEREAS, the Applicant has requested approval of the IUP for the continuation of a current, non-conforming use of outdoor storage on the Subject Property as the Development shall be constructed in two (2) phases, as per the approved Site Plan; and

WHEREAS, on June 19, 2018 the Planning Commission ("Commission") considered the application and determined the request is consistent with City Code Section and recommended the City Council approve the IUP with the following conditions:

- the Applicant shall obtain & record a cross-access agreement with the neighboring property owner, addressed 14140 Northdale Boulevard;
- the Applicant shall submit detailed list of items to be stored on property for staff review and concurrence prior to City Council approval;
- the Applicant shall provide a parking plan, showing the location and number of outdoor parking spaces;
- the outdoor storage area shall be paved and striped according to the parking plan;
- the outdoor storage shall only be permitted on the area of the property identified on the approved Site Plan as Phase 2;
- the Applicant may not fence the outdoor storage area and parking spaces;
- the outdoor storage area and parking spaces shall not obstruct fire access or fire lanes;
- no new construction, building additions and/or other site improvements shall be permitted for the purpose of outdoor storage, except those improvements shown on the approved Site Plan;
- the Interim Use Permit shall expire at time of building permit application for any buildings identified in Phase 2 and/or by June 30, 2022, the Applicant ceases outdoor storage on the property for six (6) months, change in ownership of property, and/or combination thereof; and,
- any change in outdoor storage impacting said conditions shall require an amendment to the IUP.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the Interim Use Permit for is hereby approved for the purpose of outdoor storage as submitted by Chuck Van Heel, NO101, LLC, and with the following conditions:

1. the Applicant shall obtain & record a cross-access agreement with the neighboring property owner, addressed 14140 Northdale Boulevard, within 30 days of this Resolution or the Interim Use Permit shall become null and void;
2. the Applicant shall submit detailed list of items to be stored on property for staff review and concurrence within 30 days of approval of this Resolution;
3. the Applicant shall provide a parking plan, showing the location and number of outdoor parking spaces within 30 days of approval of this Resolution;
4. the outdoor storage area shall be paved and striped according to the parking plan;
5. the outdoor storage shall only be permitted on the area of the property identified on the approved Site Plan as Phase 2;
6. the Applicant may not fence the outdoor storage area and parking spaces;
7. the outdoor storage area and parking spaces shall not obstruct fire access or fire lanes;
8. no new construction, building additions and/or other site improvements shall be permitted for the purpose of outdoor storage, except those improvements shown on the approved Site Plan;
9. the Interim Use Permit shall expire at time of building permit application for any buildings identified in Phase 2 and/or by June 30, 2022, the Applicant ceases outdoor storage on the property for six (6) months, change in ownership of property, and/or combination thereof; and,
10. any change in outdoor storage impacting said conditions shall require an amendment to the IUP.

Moved by Councilmember

Eiden

, seconded by Councilmember

Gorecki

The following voted in favor of said resolution:

Eiden, Gorecki, Ihli, Jakel, Klick

The following voted against the same:

None

The following abstained:

None

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the City Clerk dated this 26th day of June, 2018.


Rick Ihli, Mayor

ATTEST:


Stacy Scharber, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, Block 1, North 101 Business Park 2nd Addition,
Hennepin County, Minnesota

North 101, LLC
21395 John Milless Dr
Suite 300
Rogers, MN 55374

February 22, 2019

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

Attention: Jason Ziemer, City Planner

To whom it may concern;

We wish to submit our request for an extension of Interim Use Permit for outdoor storage, per Resolution No. 2018-55 for 12 months.

Sincerely,

A handwritten signature in cursive script, reading "Charles J. Van Heel". The signature is written in dark ink and is positioned above the printed name.

Charles J. Van Heel, North 101, LLC



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: April 9, 2019

Agenda Item: No. 7.3

Subject: Approval of Horizon Roofing Proposal for Roof Replacement for Rogers Fire Station & Community Room

Prepared By: John Seifert; Public Works Director

Recommended City Council Action

Motion to approve the Horizon Roofing Proposal for roof replacement for the Rogers Fire Station & Community Room at a cost of \$108,439.

Overview / Background

The City Council authorized staff to solicit for competitive bids to repair/replace the existing Fire Department and Community Room roofing system at the February 12, 2019 Council Meeting.

City staff and the consultant recommended a bid proposal that would provide a replacement for the original system that has ballasted reinforced EPDM, allowing for the most economical recycling of a portion of the roofing material (ballasted rock) currently on the City's roof section. The bid document also provided for additional options. Alternate #1 provided additional insulation to meet current 2019 R-value codes; Alternate #2 provided for an additional cost to provide a built up roof section utilizing existing insulation with some additional R-value, similar to the City's Public Works and Rogers Activity Center buildings; Alternate #3 provided for wrapping the in place pre-cast top cap with decorative steel and Alternate #4 provided an option to remove the in place pre-cast top cap install new membrane and re-install concrete top cap with new sealant.

City staff received four bids from qualified roofing contractors. After review and analysis of the bids, staff recommends the selection of Horizon Roofing, Inc. for the Rogers Fire Station and Community Room Re-Roofing project. This recommendation utilized base bid, Alternate #1 and #3 along with an extended 20-Yr. Warranty.

Attached is the bid tabulation and a letter of recommendation from the project architect. Also attached is a quote for the Heating Ventilation and Air Conditioning from Yale Mechanical. This quote is for discussion only at this time.

Staff Recommendation

Motion to approve the Horizon Roofing Proposal for roof replacement for the Rogers Fire Station & Community Room.

Financial Impact:
\$108,439.00

Budgeted? Yes

Source Fund: Building
Repairs Sinking Funds

Notes:

Base Bid Plus Alternates #1 & #3 and additional warranty add of \$883.00.

ATTACHMENTS:

Description

FD Comm Rm Re-Roof Ltr of Rec and Bid Tab

FD ReRoof Drawing

Yale Proposal - Cond Units

03 April 2019



Rick Ihli, Mayor
John Seifert, Public Works Director
City of Rogers
22350 South Diamond Lake Road
Rogers, MN 55347

Re: Contractor Recommendation
Rogers Fire Station #1 and Community Center
Re-Roof
Rogers, MN

Dear Rick and John:

HTG has prepared bid documents for the Re-Roof of the Rogers Fire Station #1 and Community Center. Bids were received from four qualified roofing contractors. The Bid Tabulation form is attached for your reference.

It is our recommendation to award the project to Horizon Roofing Inc. We recommend accepting the following bid:

| | |
|--|------------------|
| Base Bid – Remove existing roof and replace with reinforced EPDM | \$80,707.00 |
| Alt #1 – Add insulation to meet 2019 Code | \$13,864.00 |
| Alt #3 – Add metal sheet wrap cap over existing precast wall cap | \$12,985.00 |
| <u>Additional premium for 20 Year Warranty</u> | <u>\$ 883.00</u> |
| Total | \$108,439.00 |

Thank you for the opportunity to work with you on this project. If you have any questions or comments regarding any part of this recommendation, please feel free to call.

Sincerely,

A handwritten signature in cursive script that reads "Tom Moorse".

Tom Moorse, Partner
HTG Architects

Fire Department Re-Roof Bids

| | Remove & Replace w/EPDM Reinforced | Add For Add'l Insulation To 2019 Code | Add to Base Bid To Provide Built Up Roof | Remove Pre-Cast & Replace | Base Bid w/Insulation | Base Bid w/ Insulation & Metal Wrap | |
|----------------------|------------------------------------|---------------------------------------|--|---------------------------|-----------------------|-------------------------------------|----------------------------------|
| | Base Bid | Alternate 1 | Alternate 2 | Alternate 3 | Alternate 4 | Base + Alt #1 | Base + Alt #1 & #3 |
| Horizon Roofing Inc. | \$80,707.00 | \$13,864.00 | No Bid | \$12,985.00 | No Bid | \$94,571.00 | \$107,556.00 |
| | | | | | | | non-reinforced EPDM - \$3,115.00 |
| | | | | | | | 20 Yr. Warranty + \$883.00 |
| B&B Roofing | \$121,560.00 | \$18,000.00 | No Bid | \$22,255.00 | No Bid | \$139,560.00 | \$161,815.00 |
| Palmer West | \$115,850.00 | \$18,000.00 | \$40,000.00 | \$7,200.00 | \$38,800.00 | \$133,850.00 | \$141,050.00 |
| Jackson & Associates | \$87,500.00 | \$12,400.00 | \$121,500.00 | \$17,975.00 | No Bid | \$99,900.00 | \$117,875.00 |



www.htg-architects.com
Minneapolis Phoenix Tampa Birmingham

9300 Hennepin Town Road
Minneapolis, MN 55347
Tel: 952.278.8880
Fax: 952.278.8822

PROJECT

ROGERS FIRE STATION #1 RENOVATION REROOFING

ROGERS, MINNESOTA

| ISSUED SET | NO. |
|-----------------|-----|
| 1. PRELIMINARY | 1 |
| 2. PERMIT | 2 |
| 3. CONTRACT | 3 |
| 4. BIDDING | 4 |
| 5. AWARD | 5 |
| 6. CONSTRUCTION | 6 |
| 7. CLOSEOUT | 7 |
| 8. AS-BUILT | 8 |
| 9. FINAL | 9 |
| 10. ARCHIVE | 10 |

1. VERIFY EXISTING ROOF MEMBRANE REMOVAL. VERIFY INSULATION THICKNESS & PRICE TO ADD LAYER OF 1 1/2" MAX. IF NECESSARY TO PROVIDE R-30 MIN.
2. BUILD UP ROOF w/ GRANULE SURFACE CAP SHEET PROVIDING MINIMUM 30 YEAR WEAR SURFACE.
3. REMOVE EXISTING CAST STONE COPING FOR REUSE. DONKELS (IF BROKEN), MORTAR SEALANTS AND HORIZONTAL FLASHING. INSTALL NEW SEALANT FLASHING; DONKELS AS REQUIRED & REINSTALL EXIST. COPING.

| | |
|------------------|----------|
| THOMAS R. MOORSE | DATE |
| REC. NO. | 01/14/19 |
| | 01/14/19 |

ROOF PLAN

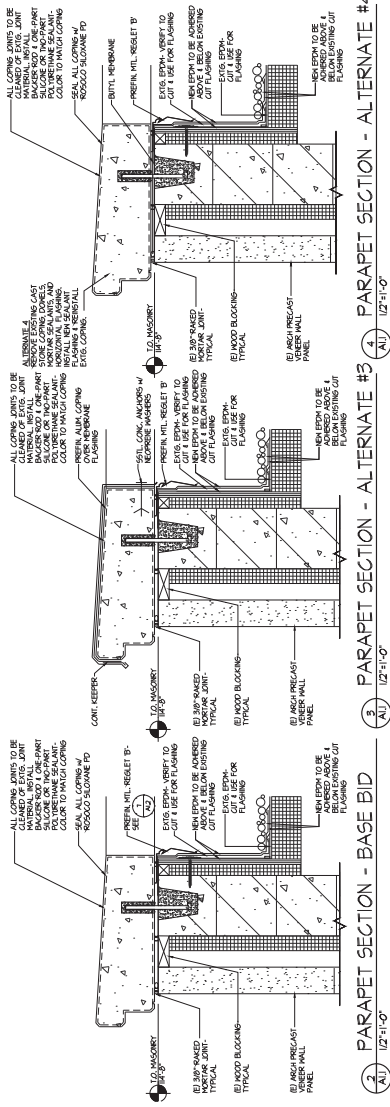
DRAWN BY: ART
CHECKED BY: TBM

A1.1

10/19
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DESCRIPTION OF ALTERNATES:

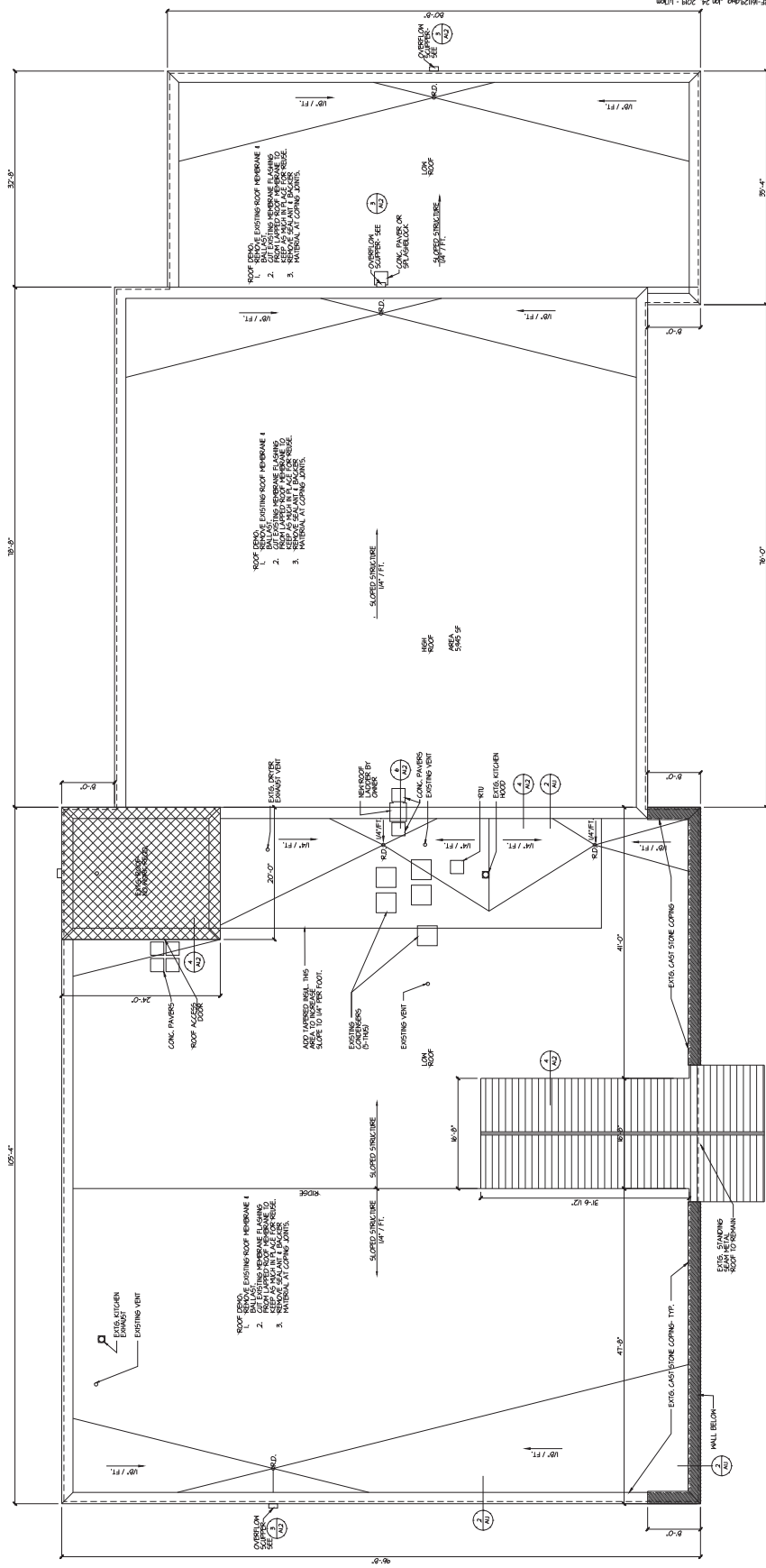
BASE BID - BALLASTED EPDM UPON ROOF MEMBRANE REMOVAL. VERIFY INSULATION THICKNESS & PRICE TO ADD LAYER OF 1 1/2" MAX. IF NECESSARY TO PROVIDE R-30 MIN.
ALTERNATE #1 - BUILD UP ROOF w/ GRANULE SURFACE CAP SHEET PROVIDING MINIMUM 30 YEAR WEAR SURFACE.
ALTERNATE #2 - REMOVE EXISTING CAST STONE COPING FOR REUSE. DONKELS (IF BROKEN), MORTAR SEALANTS AND HORIZONTAL FLASHING. INSTALL NEW SEALANT FLASHING; DONKELS AS REQUIRED & REINSTALL EXIST. COPING.
ALTERNATE #3 - REMOVE EXISTING CAST STONE COPING FOR REUSE. DONKELS (IF BROKEN), MORTAR SEALANTS AND HORIZONTAL FLASHING. INSTALL NEW SEALANT FLASHING; DONKELS AS REQUIRED & REINSTALL EXIST. COPING.



2 PARAPET SECTION - BASE BID 1/2\"/>

3 PARAPET SECTION - ALTERNATE #3 1/2\"/>

4 PARAPET SECTION - ALTERNATE #4 1/2\"/>



1 ROOF PLAN 1/8\"/>



HVAC • PIPING • SHEET METAL • MILLWRIGHT • PLUMBING

October 16, 2018

Mr. Scott Weltzin
City of Rogers
21201 Memorial Drive
Rogers, MN 55374

Subject: Roofing Project
Yale Project Number: P182095

Dear Mr. Weltzin:

Yale Mechanical is pleased to present the following proposal for the above-subject project. Work included as part of this proposal is as follows:

1. Disconnect five air-cooled condensing units so they can be moved for the project.
2. Furnish labor and material to reinstall the five units including new filter dryers.

We propose to complete the work described above for the sum of **SIX THOUSAND NINE HUNDRED NINETY DOLLARS (\$6,990)**.

Option

1. Disconnect, remove and properly dispose of five air-cooled condensing units, refrigeration piping and up flow fan coil units.
2. Furnish and install five new air-cooled condensing units and fan coil units of the same capacity including all required sheet metal work and new refrigeration piping.
3. Includes hoisting/rigging, disposal fees, electrical/control wiring, final start-up/test and permit.

We propose to complete the work described above for the sum of **FORTY-FIVE THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS (\$45,275)**.

All equipment furnished and installed by us that is found to be defective within the period of one year following completion of installation shall be repaired or replaced by us at no cost to the purchaser.

This proposal is good for 30 days. If an extension is required, a written notice must be obtained.

Payment shall be made by the 10th of the month on all invoices issued by the 1st of the month for all material and equipment installed or on hand and all labor performed. Final payment to be made within 30 days after substantial completion of the work.

Making Buildings Work Better Since 1939

Mr. Scott Weltzin
October 16, 2018
Page 2

Thank you for the opportunity of allowing us to present this proposal to you. Should you have any questions regarding this matter, please do not hesitate to contact us as we hope to be of further service to you on this project.

Sincerely,

Todd J. Jelle

Todd J. Jelle
Project Manager



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: April 9, 2019

Agenda Item: No. 7.4

Subject: Approval of Use of Park Dedication Sinking Funds for Tennis Court Repair and Repurposing

Prepared By: Mike Bauer; Recreation and Facilities Director

Recommended City Council Action

Motion to approve use of Park Dedication Sinking Funds for Tennis Court Repair and Repurposing in an amount up to \$30,000.

Overview / Background

The tennis courts at Rogers Middle School were originally constructed through a partnership with ISD 728 and the City of Rogers using Park Dedication dollars. Since the original construction, the courts have been maintained by the School District. ISD 728 is considering a funding mechanism to build tennis courts at the High School that would require the school district to remove the RMS courts. Staff believes there are four courts that are still viable and two that could be transitioned to pickle ball. The basketball courts could be re-purposed for an adaptive recreation use. Staff has looked to ISD 728 to determine if this is possible from the school district perspective.

City staff has received a commitment from the School District Administration to review and amend the current Joint Powers Agreement (JPA), in place between ISD 728 and the City for the Middle School property. This would allow for the repurposing of the courts and transfer of future maintenance responsibility to the City Parks Department.

City staff is also working to firm up the rehabilitation/transformation numbers. The average cost to build a tennis court ranges from \$20,000 for a basic court. With four Tennis courts and the opportunity for four to six Pickle Ball courts and the Basketball area, the value to construct this amenity would be in the range of \$120,000 to \$150,000.

At the March 14th Rogers Park Board Meeting, the Commission unanimously voted to recommend use of up to \$30,000 in Park Dedication Sinking Funds to be used for the repair and re-purposing of the RMS tennis courts adjacent to NCP at the Rogers Middle School.

The request from Superintendent Dr. Bittman, is to have the City commit to the funding before deleting the demolition work from the already bid contract to accomplish the approved work for the school district. If so approved, a revised JPA would be brought back for Council action in the future.

Staff Recommendation

Motion to approve use of Park Dedication Sinking Funds for Tennis Court Repair and

Repurposing.

Financial Impact: \$30,000

Budgeted? Yes

Source Fund: Park Dedication
Sinking Funds

Notes:



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: April 9, 2019

Agenda Item: No. 7.5

Subject: Authorization to Hire Jacob Abrahamson as Park Maintenance I, and Authorization to Advertise

Prepared By: Stacy Scharber, Assistant City Administrator

Recommended City Council Action

- Motion to hire Jacob Abrahamson as Park Maintenance I.
- Motion to authorize the advertisement for a Utility Maintenance II position.

Overview / Background

Council authorized the posting of the Park Maintenance I position in February. Both internal and external applications were received for the position. Jacob Abrahamson, currently employed as a Utility Maintenance I, meets all the required minimum qualifications for the position. Staff historically has recommended the hire of internal candidates, when they are well-suited for the position opening. This would be a lateral transition for Mr. Abrahamson.

In regard to the Utility Maintenance II request to advertise, staff is seeking to backfill the Utility Maintenance I position being vacated by Mr. Abrahamson, with a Utility Maintenance II, which is the original position vacated in 2017 by Eric Moening.

Given the difficult hiring conditions in the market today, staff is seeking to hire a position with the necessary certificates and licensures to assist the utility department with sewer and water operations.

Staff Recommendation

- Motion to hire Jacob Abrahamson as Park Maintenance I.
- Motion to authorize the advertisement for a Utility Maintenance II position.

Financial Impact: minimal

Budgeted? Yes

Source Fund: 601/602/603

Notes:



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: April 9, 2019

Agenda Item: No. 9.1

Subject: February 2019 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 February 2019. 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 February 28, 2019

| Fund/Program/Department | | 2018 YTD PRELIMINARY Jan - Dec | 2019 Adopted Annual Budget | 2019 Year to Date February | 2019 Year to Date Budget Variance | 2019 YTD % Collect/ Exp |
|-----------------------------------|---|--------------------------------------|----------------------------------|----------------------------------|---|-------------------------------|
| Revenues | | | | | | |
| 100-000-0000 | General Fund Revenue | \$ 5,853,284.93 | \$ 6,086,424.00 | \$ 732.18 | \$ 6,085,691.82 | 0.01% |
| 100-410-1110 | Mayor & Council Revenue | 16.47 | 0.00 | 0.00 | 0.00 | N/A |
| 100-410-1320 | Administrator Revenue | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 100-410-1325 | Other Administration Revenue | 198,764.15 | 105,330.00 | 120,620.45 | (15,290.45) | 114.52% |
| 100-410-1330 | Information Systems Revenue | 774.91 | 0.00 | 0.00 | 0.00 | N/A |
| 100-410-1410 | Elections Revenue | 13.30 | 0.00 | 0.00 | 0.00 | N/A |
| 100-410-1520 | Finance Revenue | 248.39 | 0.00 | 0.00 | 0.00 | N/A |
| 100-410-1550 | Assessing Revenue | 24,850.00 | 24,050.00 | 1,650.00 | 22,400.00 | 6.86% |
| 100-410-1600 | Legal Services Revenue | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 100-410-1910 | Planning & Zoning Revenue | 136,684.49 | 46,550.00 | 39,180.00 | 7,370.00 | 84.17% |
| 100-410-1940 | General Government Buildings Revenue | 4,001.01 | 0.00 | 36.86 | (36.86) | N/A |
| 100-410-1941 | Community Room Revenue | 42,194.63 | 42,900.00 | 5,556.36 | 37,343.64 | 12.95% |
| 100-410-1950 | General Engineering Revenue | 247,395.59 | 180,050.00 | 11,094.82 | 168,955.18 | 6.16% |
| 100-420-2100 | Police Protection & Admin. Revenue | 493,255.23 | 398,202.00 | 8,640.06 | 389,561.94 | 2.17% |
| 100-420-2110 | Police Reserves Revenue | 15.48 | 0.00 | 0.00 | 0.00 | N/A |
| 100-420-2210 | Fire Fighting & Administration Revenue | 167,729.64 | 174,699.00 | 179,028.42 | (4,329.42) | 102.48% |
| 100-420-2230 | Fire Prevention Revenue | 24.00 | 0.00 | 0.00 | 0.00 | N/A |
| 100-420-2290 | Fire Relief Association Revenue | 114,405.48 | 110,405.00 | 0.00 | 110,405.00 | 0.00% |
| 100-420-2400 | Building Inspection - Contract Revenue | 950,327.89 | 616,551.00 | 551,938.32 | 64,612.68 | 89.52% |
| 100-420-2500 | Emergency Management Revenue | 14,204.19 | 4,600.00 | 700.00 | 3,900.00 | 15.22% |
| 100-420-2600 | Traffic Signals Revenue | 5,652.63 | 0.00 | 0.00 | 0.00 | N/A |
| 100-420-2700 | Animal Control Revenue | 462.00 | 500.00 | 36.00 | 464.00 | 7.20% |
| 100-430-3000 | General Public Works Revenue | 28,642.05 | 9,000.00 | 1,527.73 | 7,472.27 | 16.97% |
| 100-430-3121 | Paved Streets Revenue | 217,639.98 | 214,400.00 | 102,074.67 | 112,325.33 | 47.61% |
| 100-430-3122 | Unpaved Streets Revenue | 13.69 | 0.00 | 0.00 | 0.00 | N/A |
| 100-430-3124 | Sidewalks Revenue | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 100-430-3125 | Ice & Snow Removal Revenue | 8,660.13 | 0.00 | 0.00 | 0.00 | N/A |
| 100-430-3160 | Street Lighting Revenue | 145.45 | 0.00 | 0.00 | 0.00 | N/A |
| 100-430-3245 | Recycling Revenue | 182,238.88 | 173,000.00 | 22,435.42 | 150,564.58 | 12.97% |
| 100-430-3260 | Weed/Tree/Grass Control Revenue | 11,525.00 | 11,000.00 | 25.00 | 10,975.00 | 0.23% |
| 100-450-5120 | Community Recreation Revenue | 77,426.26 | 76,000.00 | 10,657.64 | 65,342.36 | 14.02% |
| 100-450-5130 | Rockin' Rogers Days Revenue | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 100-450-5186 | Senior Recreation/Transp. Revenue | 24,887.58 | 29,200.00 | 1,626.00 | 27,574.00 | 5.57% |
| 100-450-5200 | Parks Revenue | 46,391.07 | 46,250.00 | 250.00 | 46,000.00 | 0.54% |
| 100-450-5300 | Trails Revenue | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 100-493-9360 | Operating Transfers In | 229,845.00 | 225,000.00 | 0.00 | 225,000.00 | 0.00% |
| 100-493-9370 | Other Financing Sources - Sale of Assets | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| General Fund Revenue Total | | \$ 9,081,719.50 | \$ 8,574,111.00 | \$ 1,057,809.93 | \$ 7,516,301.07 | 12.34% |
| Expenses | | | | | | |
| 100-410-1110 | Mayor & Council Expense | \$ 33,003.89 | \$ 30,079.00 | \$ 5,577.45 | \$ 24,501.55 | 18.54% |
| 100-410-1320 | Administrator Expense | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 100-410-1325 | Other Administration Expense | 662,607.69 | 695,528.00 | 119,778.39 | 575,749.61 | 17.22% |
| 100-410-1330 | Information Systems Expense | 240,332.45 | 254,138.00 | 37,972.04 | 216,165.96 | 14.94% |
| 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 | 22,646.71 | 5,200.00 | 100.57 | 5,099.43 | 1.93% |
| 100-410-1520 | Finance Expense | 270,628.19 | 276,866.00 | 53,922.57 | 222,943.43 | 19.48% |
| 100-410-1550 | Assessing Expense | 145,000.00 | 155,000.00 | 75,000.00 | 80,000.00 | 48.39% |
| 100-410-1600 | Legal Services Expense | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 100-410-1910 | Planning & Zoning Expense | 240,638.27 | 226,342.00 | 30,484.95 | 195,857.05 | 13.47% |
| 100-410-1940 | General Government Buildings Expense | 64,001.11 | 106,111.00 | 8,291.27 | 97,819.73 | 7.81% |
| 100-410-1941 | Community Room Expense | 78,187.42 | 75,969.00 | 12,282.44 | 63,686.56 | 16.17% |
| 100-410-1950 | General Engineering Expense | 328,207.00 | 251,814.00 | 21,980.71 | 229,833.29 | 8.73% |
| 100-420-2100 | Police Protection & Admin. Expense | 3,096,940.30 | 3,167,600.00 | 574,674.76 | 2,592,925.24 | 18.14% |
| 100-420-2110 | Police Reserves Expense | 4,761.69 | 10,100.00 | 146.25 | 9,953.75 | 1.45% |
| 100-420-2210 | Fire Fighting & Administration Expense | 618,096.80 | 654,010.00 | 66,516.21 | 587,493.79 | 10.17% |
| 100-420-2230 | Fire Prevention Expense | 1,479.49 | 3,450.00 | 0.00 | 3,450.00 | 0.00% |
| 100-420-2290 | Fire Relief Association Expense | 132,905.48 | 129,405.00 | 0.00 | 129,405.00 | 0.00% |
| 100-420-2400 | Building Inspection - Contract Expense | 317,931.01 | 192,276.00 | 16,500.00 | 175,776.00 | 8.58% |
| 100-420-2500 | Emergency Management Expense | 15,337.80 | 20,600.00 | 2,864.72 | 17,735.28 | 13.91% |
| 100-420-2600 | Traffic Signals Expense | 12,224.19 | 20,000.00 | 1,228.90 | 18,771.10 | 6.14% |
| 100-420-2700 | Animal Control Expense | 4,082.00 | 3,400.00 | 250.00 | 3,150.00 | 7.35% |
| 100-430-3000 | General Public Works Expense | 659,071.52 | 653,265.00 | 102,037.20 | 551,227.80 | 15.62% |
| 100-430-3121 | Paved Streets Expense | 180,986.18 | 235,331.00 | 6,593.37 | 228,737.63 | 2.80% |
| 100-430-3122 | Unpaved Streets Expense | 98,818.44 | 114,500.00 | 2,569.71 | 111,930.29 | 2.24% |
| 100-430-3124 | Sidewalks Expense | 39,178.00 | 41,500.00 | 0.00 | 41,500.00 | 0.00% |
| 100-430-3125 | Ice & Snow Removal Expense | 94,871.06 | 98,575.00 | 4,136.83 | 94,438.17 | 4.20% |
| 100-430-3160 | Street Lighting Expense | 89,541.15 | 83,000.00 | 1,256.38 | 81,743.62 | 1.51% |
| 100-430-3245 | Recycling Expense | 165,642.47 | 165,942.00 | 14,546.45 | 151,395.55 | 8.77% |
| 100-430-3260 | Weed/Tree/Grass Control Expense | 23,513.58 | 33,250.00 | 0.00 | 33,250.00 | 0.00% |
| 100-450-5120 | Community Recreation Expense | 202,830.97 | 215,254.00 | 15,188.14 | 200,065.86 | 7.06% |
| 100-450-5130 | Rockin' Rogers Days Expense | 7,872.47 | 8,500.00 | 0.00 | 8,500.00 | 0.00% |
| 100-450-5186 | Senior Recreation/Transp. Expense | 65,016.20 | 85,301.00 | 11,580.36 | 73,720.64 | 13.58% |
| 100-450-5200 | Parks Expense | 523,540.38 | 570,793.00 | 70,972.71 | 499,820.29 | 12.43% |
| 100-493-9360 | Operating Transfers Out | 442,050.00 | 0.00 | 0.00 | 0.00 | N/A |
| General Fund Expense Total | | \$ 8,881,943.91 | \$ 8,583,099.00 | \$ 1,256,452.38 | \$ 7,326,646.62 | 14.64% |
| 100 | General Fund Rev over/(under) Expenses | \$ 199,775.59 | \$ (8,988.00) | \$ (198,642.45) | \$ 189,654.45 | |

Rogers Activity Center (RAC) Special Revenue Fund
Budget to Actual Financial Reports as of February 28, 2019

| Fund/Program/Department | | 2018 YTD PRELIMINARY Jan - Dec | 2019 Adopted Annual Budget | 2019 Year to Date February | 2019 Year to Date Budget Variance | 2019 YTD % Collect/ Exp |
|---|---|--------------------------------------|----------------------------------|----------------------------------|---|-------------------------------|
| Revenues | | | | | | |
| 205-450-5205 | RAC Revenue | \$ 899,233.60 | \$ 839,719.00 | \$ 82,947.84 | \$ 756,771.16 | 9.88% |
| 205-493-9360 | Operating Transfers In | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| Rogers Activity Center (RAC) Revenue Total | | \$ 899,233.60 | \$ 839,719.00 | \$ 82,947.84 | \$ 756,771.16 | 9.88% |
| Expenses | | | | | | |
| 205-450-5205 | RAC Expense | \$ 492,544.10 | \$ 531,612.00 | \$ 84,332.14 | \$ 447,279.86 | 15.86% |
| 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 | | \$ 495,024.10 | \$ 729,268.00 | \$ 84,332.14 | \$ 644,935.86 | 11.56% |
| 205 | Rogers Activity Center (RAC) over/(under) Expenses | \$ 404,209.50 | \$ 110,451.00 | \$ (1,384.30) | \$ 111,835.30 | |

City of Rogers
Municipal Utilities Budget to Actual Report
February 28, 2019

| Water Department | | | | | |
|------------------|---------|--------------|--------------|--------------|--|
| 2018 PRELIMINARY | 2019 | 2019 | 2019 | 2019 | |
| Year to Date | Adopted | Year to Date | Year to Date | % Collected/ | |
| Jan-Dec | Budget | February | Budget Var | Exp | |

Operating Revenue:

| | | | | | |
|----------------------|--------------|--------------|-----------|------------|-------|
| Charges for Services | \$ 1,097,106 | \$ 1,089,075 | \$ 99,530 | \$ 989,545 | 9.14% |
|----------------------|--------------|--------------|-----------|------------|-------|

Operating Expenses:

| | | | | | |
|-----------------------------|------------|------------|-----------|------------|--------|
| Personal Services | \$ 332,897 | \$ 391,351 | \$ 65,470 | \$ 325,881 | 16.73% |
| Supplies | 149,882 | 283,850 | 21,691 | 262,159 | 7.64% |
| Other Services and charges* | 446,263 | 304,800 | 18,708 | 286,092 | 6.14% |
| Depreciation | 530,372 | 550,000 | - | 550,000 | 0.00% |

| | | | | | |
|---------------------------|--------------|--------------|------------|--------------|-------|
| Total Operating Expenses: | \$ 1,459,414 | \$ 1,530,001 | \$ 105,870 | \$ 1,424,131 | 6.92% |
|---------------------------|--------------|--------------|------------|--------------|-------|

Net Operating Income (Loss)

| | | | | | |
|--|--------------|--------------|------------|--------------|--|
| | \$ (362,308) | \$ (440,926) | \$ (6,340) | \$ (434,586) | |
|--|--------------|--------------|------------|--------------|--|

Non-operating Revenue (expenses):

| | | | | | |
|---------------------|-----------|-----------|-------|-----------|--------|
| Investment Earnings | \$ 54,960 | \$ 45,000 | \$ - | \$ 45,000 | 0.00% |
| Interest expense | (26,745) | (24,820) | - | (24,820) | 0.00% |
| Bond fees/discounts | (454) | (475) | (435) | (40) | 91.58% |

Total Non-operating revenue (expenses):

| | | | | | |
|--|-----------|-----------|----------|-----------|--------|
| | \$ 27,761 | \$ 19,705 | \$ (435) | \$ 20,140 | -2.21% |
|--|-----------|-----------|----------|-----------|--------|

Income (Loss) before Contributions & Transfers

| | | | | | |
|--|--------------|--------------|------------|--------------|--|
| | \$ (334,547) | \$ (421,221) | \$ (6,775) | \$ (414,446) | |
|--|--------------|--------------|------------|--------------|--|

| | | | | | |
|--------------------------------|------------|--------------|------|--------------|-------|
| Contributions from Other Funds | \$ 308,260 | \$ 1,000,000 | \$ - | \$ 1,000,000 | 0.00% |
| Prior Period Adjustment | (2,169) | - | - | - | N/A |
| Transfers in | 131,920 | 259,820 | - | 259,820 | 0.00% |
| Transfers out | (75,000) | (75,000) | - | (75,000) | 0.00% |

Net Income (Loss)

| | | | | | |
|--|-----------|------------|------------|------------|--|
| | \$ 28,464 | \$ 763,599 | \$ (6,775) | \$ 770,374 | |
|--|-----------|------------|------------|------------|--|

Net Income as a % of

Total Operating Revenue:

3% 70% -7%

*yr to date include large capital purchases that will be reclassified to balance sheet at year end

| Sewer Department | | | | | |
|------------------|---------|--------------|--------------|--------------|--|
| 2018 PRELIMINARY | 2019 | 2019 | 2019 | 2019 | |
| Year to Date | Adopted | Year to Date | Year to Date | % Collected/ | |
| Jan-Dec | Budget | February | Budget Var | Exp | |

| | | | | | |
|--|------------|------------|------------|------------|--------|
| | \$ 987,618 | \$ 984,900 | \$ 140,655 | \$ 844,245 | 14.28% |
|--|------------|------------|------------|------------|--------|

| | | | | | |
|--|------------|------------|-----------|------------|--------|
| | \$ 332,313 | \$ 389,714 | \$ 65,176 | \$ 324,538 | 16.72% |
| | 86,294 | 72,900 | 21,226 | 51,674 | 29.12% |
| | 293,930 | 316,250 | 17,145 | 299,105 | 5.42% |
| | 383,012 | 385,000 | - | 385,000 | 0.00% |

| | | | | | |
|--|--------------|--------------|------------|--------------|-------|
| | \$ 1,095,548 | \$ 1,163,864 | \$ 103,547 | \$ 1,060,317 | 8.90% |
|--|--------------|--------------|------------|--------------|-------|

| | | | | | |
|--|--------------|--------------|-----------|--------------|--|
| | \$ (107,930) | \$ (178,964) | \$ 37,108 | \$ (216,072) | |
|--|--------------|--------------|-----------|--------------|--|

| | | | | | |
|--|-----------|-----------|------|-----------|-------|
| | \$ 26,074 | \$ 25,000 | \$ - | \$ 25,000 | 0.00% |
| | - | - | - | - | N/A |
| | - | - | - | - | N/A |

| | | | | | |
|--|-----------|-----------|------|-----------|-------|
| | \$ 26,074 | \$ 25,000 | \$ - | \$ 25,000 | 0.00% |
|--|-----------|-----------|------|-----------|-------|

| | | | | | |
|--|-------------|--------------|-----------|--------------|--|
| | \$ (81,856) | \$ (153,964) | \$ 37,108 | \$ (191,072) | |
|--|-------------|--------------|-----------|--------------|--|

| | | | | | |
|--|-----------|------------|------|------------|-------|
| | \$ 95,132 | \$ 500,000 | \$ - | \$ 500,000 | 0.00% |
| | (1,959) | - | - | - | N/A |
| | - | - | - | - | N/A |
| | (77,365) | (202,365) | - | (202,365) | 0.00% |

| | | | | | |
|--|-------------|------------|-----------|------------|--|
| | \$ (66,048) | \$ 143,671 | \$ 37,108 | \$ 106,563 | |
|--|-------------|------------|-----------|------------|--|

-7% 15% 26%

| Storm Sewer Department | | | | | |
|------------------------|---------|--------------|--------------|--------------|--|
| 2018 PRELIMINARY | 2019 | 2019 | 2019 | 2019 | |
| Year to Date | Adopted | Year to Date | Year to Date | % Collected/ | |
| Jan-Dec | Budget | February | Budget Var | Exp | |

| | | | | | |
|--|------------|------------|-----------|------------|--------|
| | \$ 558,026 | \$ 551,050 | \$ 86,591 | \$ 464,459 | 15.71% |
|--|------------|------------|-----------|------------|--------|

| | | | | | |
|--|------------|------------|-----------|------------|--------|
| | \$ 208,545 | \$ 250,566 | \$ 41,252 | \$ 209,314 | 16.46% |
| | 21,627 | 26,900 | 548 | 26,352 | 2.04% |
| | 132,971 | 168,400 | 38,464 | 129,936 | 22.84% |
| | 201,198 | 205,000 | - | 205,000 | 0.00% |

| | | | | | |
|--|------------|------------|-----------|------------|--------|
| | \$ 564,341 | \$ 650,866 | \$ 80,264 | \$ 570,602 | 12.33% |
|--|------------|------------|-----------|------------|--------|

| | | | | | |
|--|------------|-------------|----------|--------------|--|
| | \$ (6,314) | \$ (99,816) | \$ 6,327 | \$ (106,143) | |
|--|------------|-------------|----------|--------------|--|

| | | | | | |
|--|-----------|-----------|------|-----------|-------|
| | \$ 19,041 | \$ 15,000 | \$ - | \$ 15,000 | 0.00% |
| | - | - | - | - | N/A |
| | - | - | - | - | N/A |

| | | | | | |
|--|-----------|-----------|------|-----------|-------|
| | \$ 19,041 | \$ 15,000 | \$ - | \$ 15,000 | 0.00% |
|--|-----------|-----------|------|-----------|-------|

| | | | | | |
|--|-----------|-------------|----------|-------------|--|
| | \$ 12,727 | \$ (84,816) | \$ 6,327 | \$ (91,143) | |
|--|-----------|-------------|----------|-------------|--|

| | | | | | |
|--|------------|------------|------|------------|-------|
| | \$ 104,528 | \$ 150,000 | \$ - | \$ 150,000 | 0.00% |
| | (4,116) | - | - | - | N/A |
| | - | - | - | - | N/A |
| | (15,000) | (15,000) | - | (15,000) | 0.00% |

| | | | | | |
|--|-----------|-----------|----------|-----------|--|
| | \$ 98,138 | \$ 50,184 | \$ 6,327 | \$ 43,857 | |
|--|-----------|-----------|----------|-----------|--|

18% 9% 7%

| Total Municipal Utilities | | | | | |
|---------------------------|---------|--------------|--------------|--------------|--|
| 2018 PRELIMINARY | 2019 | 2019 | 2019 | 2019 | |
| Year to Date | Adopted | Year to Date | Year to Date | % Collected/ | |
| Jan-Dec | Budget | February | Budget Var | Exp | |

| | | | | | |
|--|--------------|--------------|------------|--------------|--------|
| | \$ 2,642,751 | \$ 2,625,025 | \$ 326,776 | \$ 2,298,249 | 12.45% |
|--|--------------|--------------|------------|--------------|--------|

| | | | | | |
|--|------------|--------------|------------|------------|--------|
| | \$ 873,755 | \$ 1,031,631 | \$ 171,898 | \$ 859,733 | 16.66% |
| | 257,803 | 383,650 | 43,466 | 340,184 | 11.33% |
| | 873,163 | 789,450 | 74,317 | 715,133 | 9.41% |
| | 1,114,582 | 1,140,000 | - | 1,140,000 | 0.00% |

| | | | | | |
|--|--------------|--------------|------------|--------------|-------|
| | \$ 3,119,303 | \$ 3,344,731 | \$ 289,681 | \$ 3,055,050 | 8.66% |
|--|--------------|--------------|------------|--------------|-------|

| | | | | | |
|--|--------------|--------------|-----------|--------------|--|
| | \$ (476,552) | \$ (719,706) | \$ 37,095 | \$ (756,801) | |
|--|--------------|--------------|-----------|--------------|--|

| | | | | | |
|--|------------|-----------|-------|-----------|--------|
| | \$ 100,076 | \$ 85,000 | \$ - | \$ 85,000 | 0.00% |
| | (26,745) | (24,820) | - | (24,820) | 0.00% |
| | (454) | (475) | (435) | (40) | 91.58% |

| | | | | | |
|--|-----------|-----------|----------|-----------|--------|
| | \$ 72,877 | \$ 59,705 | \$ (435) | \$ 60,140 | -0.73% |
|--|-----------|-----------|----------|-----------|--------|

| | | | | | |
|--|--------------|--------------|-----------|--------------|--|
| | \$ (403,676) | \$ (660,001) | \$ 36,660 | \$ (696,661) | |
|--|--------------|--------------|-----------|--------------|--|

| | | | | | |
|--|------------|--------------|------|--------------|-------|
| | \$ 507,919 | \$ 1,650,000 | \$ - | \$ 1,650,000 | 0.00% |
| | (8,244) | - | - | - | N/A |
| | 131,920 | 259,820 | - | 259,820 | 0.00% |
| | (167,365) | (292,365) | - | (292,365) | 0.00% |

| | | | | | |
|--|-----------|------------|-----------|------------|--|
| | \$ 60,554 | \$ 957,454 | \$ 36,660 | \$ 920,794 | |
|--|-----------|------------|-----------|------------|--|

2% 36% 11%

City of Rogers
Municipal Liquor Budget to Actual Report
February 28, 2019

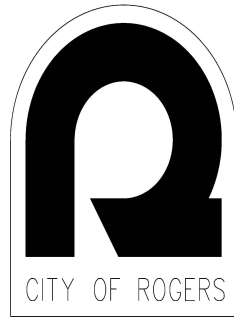
| | On Sale Liquor Department (Muni) | | | | |
|---|--|---------------------------|----------------------------------|------------------------------------|-----------------------------|
| | 2018 PRELIMINARY Year to Date Jan-Dec | 2019 Adopted Budget | 2019 Year to Date February | 2019 Year to Date Budget Var | 2019 % Collected/ Exp |
| Operating Revenue: | | | | | |
| Sales | \$ 422,218 | \$ 417,300 | \$ 67,011 | \$ 350,289 | 16.06% |
| Cost of Sales | (121,872) | (111,000) | (23,236) | (87,764) | 20.93% |
| Gross Profit | \$ 300,346 | \$ 306,300 | \$ 43,775 | \$ 262,525 | 14.29% |
| Operating Expenses: | | | | | |
| Personal Services | \$ 169,222 | \$ 178,163 | \$ 29,133 | \$ 149,030 | 16.35% |
| Supplies | 15,207 | 16,800 | 1,427 | 15,373 | 8.49% |
| Other Services and charges | 105,243 | 85,900 | 14,908 | 70,992 | 17.36% |
| Depreciation | 5,406 | 7,000 | - | 7,000 | 0.00% |
| Total Operating Expenses: | \$ 295,078 | \$ 287,863 | \$ 45,468 | \$ 242,395 | 15.79% |
| Net Operating Income (Loss) | \$ 5,268 | \$ 18,437 | \$ (1,693) | \$ 20,130 | |
| Non-operating Revenue (expenses): | | | | | |
| Investment Earnings | \$ - | \$ - | \$ - | \$ - | N/A |
| Total Non-operating revenue (expenses): | \$ - | \$ - | \$ - | \$ - | N/A |
| Income (Loss) before Contributions & Transfers | \$ 5,268 | \$ 18,437 | \$ (1,693) | \$ 20,130 | |
| Prior Period Adjustments | \$ - | \$ - | \$ - | \$ - | N/A |
| Transfers out | (12,541) | (13,000) | (1,463) | (11,537) | 11.26% |
| Net Income (Loss) | \$ (7,273) | \$ 5,437 | \$ (3,156) | \$ 8,593 | |
| Net Income as a % of Total Operating Revenue: | -2% | 2% | -7% | | |

| | Off Sale Liquor Department (RWAS) | | | | |
|--|--|---------------------------|----------------------------------|------------------------------------|-----------------------------|
| | 2018 PRELIMINARY Year to Date Jan-Dec | 2019 Adopted Budget | 2019 Year to Date February | 2019 Year to Date Budget Var | 2019 % Collected/ Exp |
| | \$ 3,290,501 | \$ 3,143,745 | \$ 445,126 | \$ 2,698,619 | 14.16% |
| | (2,435,151) | (2,306,000) | (297,886) | (2,008,114) | 12.92% |
| | \$ 855,351 | \$ 837,745 | \$ 147,240 | \$ 690,505 | 17.58% |
| | \$ 370,762 | \$ 388,466 | \$ 63,299 | \$ 325,167 | 16.29% |
| | 13,537 | 9,700 | 1,255 | 8,445 | 12.94% |
| | 151,904 | 146,100 | 22,046 | 124,054 | 15.09% |
| | 26,307 | 26,000 | - | 26,000 | 0.00% |
| | \$ 562,509 | \$ 570,266 | \$ 86,600 | \$ 483,666 | 15.19% |
| | \$ 292,841 | \$ 267,479 | \$ 60,640 | \$ 206,839 | |
| | \$ 4,598 | \$ 3,000 | \$ 1,260 | \$ 1,740 | 42.00% |
| | \$ 4,598 | \$ 3,000 | \$ 1,260 | \$ 1,740 | 42.00% |
| | \$ 297,439 | \$ 270,479 | \$ 61,900 | \$ 208,579 | |
| | \$ 31,444 | \$ - | \$ - | \$ - | N/A |
| | (225,000) | (225,000) | - | (225,000) | 0.00% |
| | \$ 103,883 | \$ 45,479 | \$ 61,900 | \$ (16,421) | |
| | 12% | 5% | 42% | | |

| | Total Liquor | | | | |
|--|--|---------------------------|----------------------------------|------------------------------------|-----------------------------|
| | 2018 PRELIMINARY Year to Date Jan-Dec | 2019 Adopted Budget | 2019 Year to Date February | 2019 Year to Date Budget Var | 2019 % Collected/ Exp |
| | \$ 3,712,719 | \$ 3,561,045 | \$ 512,137 | \$ 3,048,908 | 14.38% |
| | (2,557,023) | (2,417,000) | (321,122) | (2,095,878) | 13.29% |
| | \$ 1,155,696 | \$ 1,144,045 | \$ 191,015 | \$ 953,030 | 16.70% |
| | \$ 539,983 | \$ 566,629 | \$ 92,432 | \$ 474,197 | 16.31% |
| | 28,744 | 26,500 | 2,682 | 23,818 | 10.12% |
| | 257,147 | 232,000 | 36,954 | 195,046 | 15.93% |
| | 31,713 | 33,000 | - | 33,000 | 0.00% |
| | \$ 857,587 | \$ 858,129 | \$ 132,068 | \$ 726,061 | 15.39% |
| | \$ 298,109 | \$ 285,916 | \$ 58,947 | \$ 226,969 | |
| | \$ 4,598 | \$ 3,000 | \$ 1,260 | \$ 1,740 | 42.00% |
| | \$ 4,598 | \$ 3,000 | \$ 1,260 | \$ 1,740 | 42.00% |
| | \$ 302,707 | \$ 288,916 | \$ 60,207 | \$ 228,709 | |
| | \$ 31,444 | \$ - | \$ - | \$ - | N/A |
| | (237,541) | (238,000) | (1,463) | (236,537) | 0.61% |
| | \$ 96,611 | \$ 50,916 | \$ 58,744 | \$ (7,828) | |
| | 8% | 4% | 31% | | |

General Ledger Cash Report

User: bbruska
Printed: 4/3/2019 9:46:51 AM
Period 02 - 02
Fiscal Year 2019



| Account Number | Description | Beg Bal | Debits | Credits | End Bal |
|-------------------------|--|---------------------|-------------------|-------------------|---------------------|
| 100 | General Fund | | | | |
| 100-000-0000-10100-0000 | Cash & Investments | 6,699,088.50 | 809,624.87 | 651,086.77 | 6,857,626.60 |
| 100-000-0000-10100-4002 | Cash & Invest-Warning SirenFee | 54,300.00 | 300.00 | 0.00 | 54,600.00 |
| 100-000-0000-10100-4006 | Cash&Invest-PublBldgEnergyCons | 18,785.40 | 0.00 | 0.00 | 18,785.40 |
| 100 | General Fund | 6,772,173.90 | 809,924.87 | 651,086.77 | 6,931,012.00 |
| 200 | Revolving Loan | | | | |
| 200-000-0000-10100-0000 | Cash & Investments | 175,938.36 | 3,948.94 | 2,362.01 | 177,525.29 |
| 200 | Revolving Loan | 175,938.36 | 3,948.94 | 2,362.01 | 177,525.29 |
| 201 | Tower & Billboard Leases | | | | |
| 201-000-0000-10100-0000 | Cash & Investments | 1,119,761.43 | 133,848.92 | 0.00 | 1,253,610.35 |
| 201 | Tower & Billboard Leases | 1,119,761.43 | 133,848.92 | 0.00 | 1,253,610.35 |
| 202 | Police Forfeitures | | | | |
| 202-000-0000-10100-0000 | Cash & Investments | 4,321.03 | 1,000.00 | 5,425.00 | -103.97 |
| 202 | Police Forfeitures | 4,321.03 | 1,000.00 | 5,425.00 | -103.97 |
| 203 | Economic Development | | | | |
| 203-000-0000-10100-0000 | Cash & Investments | 5,118.11 | 0.00 | 0.00 | 5,118.11 |
| 203-000-0000-10100-4008 | Cash & Invest - Abatement | 75,556.00 | 0.00 | 0.00 | 75,556.00 |
| 203 | Economic Development | 80,674.11 | 0.00 | 0.00 | 80,674.11 |
| 205 | Rogers Activity Center (Arena) | | | | |
| 205-000-0000-10100-0000 | Cash & Investments | 340,380.56 | 40,198.13 | 57,520.88 | 323,057.81 |
| 205-000-0000-10100-4018 | Cash - RAC Sinking Fund | 605,245.00 | 0.00 | 6,840.90 | 598,404.10 |
| 205 | Rogers Activity Center (Arena) | 945,625.56 | 40,198.13 | 64,361.78 | 921,461.91 |
| 328 | 2008B G.O. Impr Rfd Bonds | | | | |
| 328-000-0000-10100-0000 | Cash & Investments | 230,172.25 | 0.00 | 0.00 | 230,172.25 |
| 328 | 2008B G.O. Impr Rfd Bonds | 230,172.25 | 0.00 | 0.00 | 230,172.25 |
| 330 | 2015A AbatementBnds(2006 refi) | | | | |
| 330-000-0000-10100-0000 | Cash & Investments | 29,943.73 | 0.00 | 0.00 | 29,943.73 |
| 330 | 2015A AbatementBnds(2006 refi) | 29,943.73 | 0.00 | 0.00 | 29,943.73 |
| 334 | 2011A G.O. Equip Certificates | | | | |
| 334-000-0000-10100-0000 | Cash & Investments | 0.00 | 0.00 | 500.00 | -500.00 |
| 334 | 2011A G.O. Equip Certificates | 0.00 | 0.00 | 500.00 | -500.00 |
| 335 | 2011B G.O. CIP Bonds | | | | |
| 335-000-0000-10100-0000 | Cash & Investments | 162,597.08 | 0.00 | 0.00 | 162,597.08 |
| 335 | 2011B G.O. CIP Bonds | 162,597.08 | 0.00 | 0.00 | 162,597.08 |
| 340 | 2014A G.O. Bonds (CIP&EqCert) | | | | |
| 340-000-0000-10100-0000 | Cash & Investments | 66,732.69 | 0.00 | 0.00 | 66,732.69 |
| 340 | 2014A G.O. Bonds (CIP&EqCert) | 66,732.69 | 0.00 | 0.00 | 66,732.69 |
| 341 | 2015A GO Bnds RD Ext&Int | | | | |
| 341-000-0000-10100-0000 | Cash & Investments | 77,879.44 | 0.00 | 0.00 | 77,879.44 |
| 341 | 2015A GO Bnds RD Ext&Int | 77,879.44 | 0.00 | 0.00 | 77,879.44 |
| 362 | 2003 G.O. TIF Bonds | | | | |
| 362-000-0000-10100-0000 | Cash & Investments | 0.00 | 0.00 | 0.00 | 0.00 |

| Account Number | Description | Beg Bal | Debits | Credits | End Bal |
|-------------------------|---------------------------------------|---------------------|-------------------|------------------|---------------------|
| 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 | 346,840.57 | 0.00 | 27,605.55 | 319,235.02 |
| 400-000-0000-10100-4005 | Cash & Invest - IT SinkingFund | 49,508.19 | 0.00 | 0.00 | 49,508.19 |
| 400-000-0000-10100-4010 | Cash - Equipment Snkg Fund | 625,278.82 | 0.00 | 0.00 | 625,278.82 |
| 400-000-0000-10100-4011 | Cash - Fire Stn Sinking Fund | 79,955.27 | 0.00 | 0.00 | 79,955.27 |
| 400-000-0000-10100-4012 | Cash - Gen Govt Bldgs SnkgFund | 267,291.59 | 0.00 | 0.00 | 267,291.59 |
| 400-000-0000-10100-5009 | Cash & Invest-UMD | 244,183.80 | 0.00 | 0.00 | 244,183.80 |
| 400 | Capital Improvement Projects | 1,613,058.24 | 0.00 | 27,605.55 | 1,585,452.69 |
| 401 | Pavement Mgmt Program (PMP) | | | | |
| 401-000-0000-10100-0000 | Cash & Investments | 632,634.90 | 0.00 | 4,111.50 | 628,523.40 |
| 401 | Pavement Mgmt Program (PMP) | 632,634.90 | 0.00 | 4,111.50 | 628,523.40 |
| 402 | Revolving Capital | | | | |
| 402-000-0000-10100-0000 | Cash & Investments | 1,705,910.59 | 0.00 | 13,267.00 | 1,692,643.59 |
| 402-000-0000-10100-4009 | Cash - KinghornDev Trnsp&Util | 15,000.00 | 0.00 | 0.00 | 15,000.00 |
| 402-000-0000-10100-4015 | Cash Unpvd Streets Snkg Fund | 463,862.35 | 0.00 | 0.00 | 463,862.35 |
| 402-000-0000-10100-4908 | Cash - HenCo 101144 Proj(ROW) | 145,956.22 | 0.00 | 0.00 | 145,956.22 |
| 402-000-0000-10100-4999 | Cash&Inv-429 AssmtProjCloseout | 207,519.49 | 0.00 | 0.00 | 207,519.49 |
| 402-000-0000-10100-5000 | Cash & Inv-Trnsprtn Infrastruc | 3,064,291.10 | 395,600.00 | 0.00 | 3,459,891.10 |
| 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 | 6,326,331.49 | 395,600.00 | 13,267.00 | 6,708,664.49 |
| 403 | Fire Department Capital Outlay | | | | |
| 403-000-0000-10100-0000 | Cash & Investments | 269,847.40 | 0.00 | 0.00 | 269,847.40 |
| 403 | Fire Department Capital Outlay | 269,847.40 | 0.00 | 0.00 | 269,847.40 |
| 404 | Park Dedication | | | | |
| 404-000-0000-10100-0000 | Cash & Investments | 1,743,875.39 | 301,000.00 | 10,443.09 | 2,034,432.30 |
| 404-000-0000-10100-4016 | Cash - Parks Sinking Fund | 292,571.68 | 0.00 | 0.00 | 292,571.68 |
| 404 | Park Dedication | 2,036,447.07 | 301,000.00 | 10,443.09 | 2,327,003.98 |
| 405 | Water Trunk | | | | |
| 405-000-0000-10100-0000 | Cash & Investments | 487,245.59 | 91,559.84 | 0.00 | 578,805.43 |
| 405 | Water Trunk | 487,245.59 | 91,559.84 | 0.00 | 578,805.43 |
| 406 | Sewer Trunk | | | | |
| 406-000-0000-10100-0000 | Cash & Investments | 1,315,240.33 | 72,130.08 | 12,578.75 | 1,374,791.66 |
| 406 | Sewer Trunk | 1,315,240.33 | 72,130.08 | 12,578.75 | 1,374,791.66 |
| 407 | WAC | | | | |
| 407-000-0000-10100-0000 | Cash & Investments | 3,211,967.43 | 10,695.00 | 0.00 | 3,222,662.43 |
| 407 | WAC | 3,211,967.43 | 10,695.00 | 0.00 | 3,222,662.43 |
| 408 | RSAC | | | | |
| 408-000-0000-10100-0000 | Cash & Investments | 7,069,246.99 | 14,300.00 | 4,920.30 | 7,078,626.69 |
| 408 | RSAC | 7,069,246.99 | 14,300.00 | 4,920.30 | 7,078,626.69 |
| 427 | Trail Dedication | | | | |
| 427-000-0000-10100-0000 | Cash & Investments | 181,638.91 | 54,400.00 | 56.26 | 235,982.65 |
| 427-000-0000-10100-4017 | Cash - Trail Sinking Fund | 292,256.08 | 0.00 | 0.00 | 292,256.08 |
| 427 | Trail Dedication | 473,894.99 | 54,400.00 | 56.26 | 528,238.73 |
| 428 | Lions Park | | | | |
| 428-000-0000-10100-0000 | Cash & Investments | 395,886.25 | 0.00 | 0.00 | 395,886.25 |
| 428 | Lions Park | 395,886.25 | 0.00 | 0.00 | 395,886.25 |
| 432 | Rogers Drive Realignment | | | | |
| 432-000-0000-10100-0000 | Cash & Investments | 841,863.45 | 0.00 | 0.00 | 841,863.45 |
| 432 | Rogers Drive Realignment | 841,863.45 | 0.00 | 0.00 | 841,863.45 |
| 438 | Storm Sewer Trunk | | | | |

| Account Number | Description | Beg Bal | Debits | Credits | End Bal |
|-------------------------|--|---------------------|-------------------|-------------------|---------------------|
| 438-000-0000-10100-0000 | Cash & Investments | 431,019.89 | 81,765.57 | 0.00 | 512,785.46 |
| 438-000-0000-10100-5010 | Cash&Invest129th AveWetlndPipe | 138,809.54 | 0.00 | 0.00 | 138,809.54 |
| 438 | Storm Sewer Trunk | 569,829.43 | 81,765.57 | 0.00 | 651,595.00 |
| 439 | Rogers Drive Trail & Lighting | | | | |
| 439-000-0000-10100-0000 | Cash & Investments | -15,778.44 | 0.00 | 0.00 | -15,778.44 |
| 439 | Rogers Drive Trail & Lighting | -15,778.44 | 0.00 | 0.00 | -15,778.44 |
| 440 | Villas at Fletcher Hills | | | | |
| 440-000-0000-10100-0000 | Cash & Investments | 19,053.83 | 0.00 | 0.00 | 19,053.83 |
| 440 | Villas at Fletcher Hills | 19,053.83 | 0.00 | 0.00 | 19,053.83 |
| 446 | Brcktn Area Ind Pk 8113 | | | | |
| 446-000-0000-10100-0000 | Cash & Investments | 41,696.97 | 0.00 | 2,156.40 | 39,540.57 |
| 446 | Brcktn Area Ind Pk 8113 | 41,696.97 | 0.00 | 2,156.40 | 39,540.57 |
| 447 | Lennar Laurel Creek | | | | |
| 447-000-0000-10100-0000 | Cash & Investments | 286,410.66 | 0.00 | 3,282.50 | 283,128.16 |
| 447 | Lennar Laurel Creek | 286,410.66 | 0.00 | 3,282.50 | 283,128.16 |
| 450 | TIF #1 CBD Redevelopment | | | | |
| 450-000-0000-10100-0000 | Cash & Investments | 643,868.20 | 265.00 | 2,078.17 | 642,055.03 |
| 450 | TIF #1 CBD Redevelopment | 643,868.20 | 265.00 | 2,078.17 | 642,055.03 |
| 458 | TIF #12 202 Housing | | | | |
| 458-000-0000-10100-0000 | Cash & Investments | 82,431.37 | 0.00 | 0.00 | 82,431.37 |
| 458 | TIF #12 202 Housing | 82,431.37 | 0.00 | 0.00 | 82,431.37 |
| 459 | TIF #13 Rogers Plaza | | | | |
| 459-000-0000-10100-0000 | Cash & Investments | 25,648.17 | 0.00 | 0.00 | 25,648.17 |
| 459 | TIF #13 Rogers Plaza | 25,648.17 | 0.00 | 0.00 | 25,648.17 |
| 460 | TIF #14 Sand Senior Housing | | | | |
| 460-000-0000-10100-0000 | Cash & Investments | 291,597.75 | 0.00 | 0.00 | 291,597.75 |
| 460 | TIF #14 Sand Senior Housing | 291,597.75 | 0.00 | 0.00 | 291,597.75 |
| 461 | TIF #15 Wellstead Housing | | | | |
| 461-000-0000-10100-0000 | Cash & Investments | 65,443.73 | 0.00 | 1,500.00 | 63,943.73 |
| 461 | TIF #15 Wellstead Housing | 65,443.73 | 0.00 | 1,500.00 | 63,943.73 |
| 462 | TIF #16 Graco | | | | |
| 462-000-0000-10100-0000 | Cash & Investments | 63,347.73 | 0.00 | 330.40 | 63,017.33 |
| 462 | TIF #16 Graco | 63,347.73 | 0.00 | 330.40 | 63,017.33 |
| 601 | Water | | | | |
| 601-000-0000-10100-0000 | Cash & Investments | 4,650,355.41 | 56,983.70 | 70,138.36 | 4,637,200.75 |
| 601 | Water | 4,650,355.41 | 56,983.70 | 70,138.36 | 4,637,200.75 |
| 602 | Sewer | | | | |
| 602-000-0000-10100-0000 | Cash & Investments | 2,143,493.59 | 72,818.48 | 64,714.61 | 2,151,597.46 |
| 602 | Sewer | 2,143,493.59 | 72,818.48 | 64,714.61 | 2,151,597.46 |
| 603 | Storm Sewer | | | | |
| 603-000-0000-10100-0000 | Cash & Investments | 1,681,942.86 | 42,213.26 | 20,687.56 | 1,703,468.56 |
| 603 | Storm Sewer | 1,681,942.86 | 42,213.26 | 20,687.56 | 1,703,468.56 |
| 609 | Municipal Liquor | | | | |
| 609-000-0000-10100-0000 | Cash & Investments | 1,038,684.23 | 291,125.95 | 297,112.92 | 1,032,697.26 |
| 609 | Municipal Liquor | 1,038,684.23 | 291,125.95 | 297,112.92 | 1,032,697.26 |
| 999 | Investment Control | | | | |
| 999-000-0000-10100-0000 | Cash & Investments | 131,562.67 | 73,972.36 | 0.00 | 205,535.03 |
| 999 | Investment Control | 131,562.67 | 73,972.36 | 0.00 | 205,535.03 |
| Asset Total | | 46,059,071.87 | 2,547,750.10 | 1,258,718.93 | 47,348,103.04 |

**Investments and Bank Certificates of Deposit - City
February 28, 2019**

| Date to Accrue Interest: | 02/28/19 | CALLABLE | | | Date Purchased | Maturity Date | Interest Rate (APY) | Market Value 2/28/2019 |
|--|-----------------|-------------------|------------------------------|--|-------------------|------------------|------------------------|------------------------------|
| | | NC - Non Callable | A - Annually | Q - Quarterly | | | | |
| | Broker/ Bank | FDIC # | CD Number or CUSIP Number | S - Semi Annually C10 - Cont. 10 Day Notice | | | | |
| <u>Money Markets</u> | | | | | | | | |
| | MBS | N/A | N/A | NC | | | | (8.29) |
| | Northland | N/A | N/A | NC | | | | 5.58 |
| | | | | | | | | <u>(2.71)</u> |
| <u>Municipal Securities</u> | | | | | | | | |
| Oneida Cnty NY Rfdg Pub Impt, Apr & Oct 15 | Northland | N/A | 6824543R2 | S | 08/12/10 | 04/15/19 | 6.250% | 65,257.40 |
| | | | | | | | | <u>65,257.40</u> |
| <u>U.S. Government Agency Securities</u> | | | | | | | | |
| Federal Home Loan Bk | Northland | N/A | 3130A8M67 | S | 07/13/16 | 07/13/20 | 1.200% | 245,440.00 |
| Federal Farm Credit Bank | US Bank | N/A | 3133EGEH4 | S | 06/13/16 | 06/13/23 | 2.020% | 195,207.20 |
| Federal Farm Cr Bks Cons Systemwide BDS | Northland | N/A | 3133EGJH9 | S | 07/13/16 | 01/06/25 | 2.240% | 237,612.50 |
| | | | | | | | | <u>678,259.70</u> |
| <u>Brokered Certificates of Deposit (at Broker Market Value)</u> | | | | | | | | |
| Ally Bank Midvale UT | MBS | 57803 | 02006LF65 | S | 07/07/16 | 07/08/19 | 1.050% | 243,951.40 |
| State Bk India Chicago, IL | MBS | 33682 | 856283ZK5 | S | 12/15/15 | 12/16/19 | 2.150% | 224,219.25 |
| Goldman Sachs Bank, NY | MBS | 33124 | 38148PEB9 | S | 05/02/16 | 04/27/21 | 1.600% | 242,186.88 |
| UBS Bk USA Salt Lake City UT | MBS | 57565 | 90348JAR1 | M | 06/07/16 | 06/07/21 | 1.650% | 242,760.06 |
| Synchrony Bk Retail | MBS | 27314 | 87165EI73 | S | 06/29/16 | 06/29/21 | 1.550% | 238,661.85 |
| JP Morgan Chase Bk NA Columbus OH | MBS | 628 | 48126X7K5 | Q | 06/30/17 | 06/30/21 | 2.000% | 240,859.50 |
| Discover Bank Greenwood DE | MBS | 5649 | 254672V39 | S | 12/07/16 | 12/07/21 | 2.100% | 242,307.00 |
| Wells Fargo Bk Sioux Falls SD | MBS | 3511 | 949763DJ2 | M | 12/14/16 | 12/14/21 | 2.100% | 244,204.26 |
| Sallie Mae Bk Salt Lake City UT | MBS | 58177 | 795450ZW8 | S | 03/22/17 | 03/22/22 | 2.350% | 241,366.65 |
| BMW Bk North Amer Salt Lake City UT | MBS | 35141 | 05580AHB3 | S | 03/24/17 | 03/24/22 | 2.250% | 240,641.45 |
| American Express Centurion Bk | MBS | 27471 | 02587DN38 | S | 04/05/17 | 04/05/22 | 2.450% | 240,859.50 |
| American Express Bank, FSB | MBS | 35328 | 02587CEM8 | S | 05/03/17 | 05/03/22 | 2.350% | 239,881.95 |
| National Coop Bk NA | MBS | 32612 | 635573AK4 | S | 10/30/18 | 10/30/23 | 3.450% | 249,133.15 |
| Barclay's Bk Del | MBS | 57203 | 06740KMU8 | S | 11/07/18 | 11/07/23 | 3.450% | 249,128.25 |
| Morgan Stanley Bk | MBS | 32992 | 61690UAZ3 | S | 11/08/18 | 11/08/23 | 3.550% | 250,191.55 |
| Morgan Stanley Private Bk | MBS | 34221 | 61760ARS0 | S | 11/08/18 | 11/08/23 | 3.550% | 249,439.40 |
| Bank Hapoalim B M New York | MBS | 33686 | 06251AV80 | S | 01/23/19 | 01/23/24 | 3.200% | 246,330.35 |
| HSBC Bank USA, NA McLean, VA Sept 11 & Mar 11 | MBS | 57890 | 40434ASB6 | S | 03/11/15 | 03/11/25 | 2.250% | 198,950.00 |
| | | | | | | | | <u>4,325,072.45</u> |
| <u>PMA</u> | | | | | | | | |
| 4M Plus | PMA | N/A | Portfolio | NC | | | 2.220% | 2,037.76 |
| 4M | PMA | N/A | Portfolio | NC | | | 2.180% | 118.74 |
| Savings Deposit Account (currently with CitiBank) | PMA | 7213 | Portfolio | NC | | | 2.300% | 3,590,472.09 |
| | | | | | | | | <u>3,592,628.59</u> |
| <u>US Bank TrustNow</u> | | | | | | | | |
| | US Bank | N/A | Portfolio | NC | | | 2.090% | 26,767,068.48 |
| TOTAL INVESTMENTS | | | | | | | | |
| | | | | | | | | <u><u>35,428,283.91</u></u> |