

AGENDA

ROGERS CITY COUNCIL

April 23, 2019 - 7:00 PM

Work Session- 5:30 p.m.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. OPEN FORUM

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

3. PRESENTATIONS

4. APPROVE AGENDA

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

5. CONSENT AGENDA

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

5.1 Approval of April 9, 2019 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Approve Dayroom Lease Contract with North Memorial Health Care

5.4 Approve Resolution No. 2019-34, A Resolution Authorizing Application and Execution of Volkswagen Settlement On-Road Replacement Grant

5.5 Accept Improvements and Approve Final Payment for the Rogers Drive Reconstruction Project (Phase 2)

5.6 Approve Resolution No. 2019-35, A Resolution Granting Approval of a Special Home Occupation for the Purpose of Conducting an At-Home Salon at 13145 Basswood Lane

5.7 Approval of a Massage Therapist License for Kari Montague

5.8 Approval to Replace the HVAC Equipment at the Rogers Fire Station and Community Room

6. PUBLIC HEARINGS

6.1 Public Hearing to Consider the Vacation of Public Road Rights of Way and Easement for Portions of Northdale Boulevard and Approval of Resolution No. 2019-33, A

Resolution Vacating Public Road Rights-Of-Way And Easement For Portions of
Northdale Boulevard

7. GENERAL BUSINESS

- 7.1 Items Related to a Request from Capitol Beverage LP, 20240 South Diamond Lake Road:
- Approve Resolution No. 2019-36, A Resolution Approving a Conditional Use Permit for Outdoor Storage of Trucks and Trailers at 20240 South Diamond Lake Road
 - Approve a Permanent Access Easement as Granted by Capitol Beverage LP, 20240 South Diamond Lake Road
 - Approve a Permanent Trail Easement as Granted by Capitol Beverage LP, 20240 South Diamond Lake Road
 - Approve Development Agreement between City of Rogers and Capitol Beverage, LP, 20240 South Diamond Lake Road
- 7.2 Items Related to a Request from U.S. House Corporation, dba Lennar:
- Approve an Amendment to the Master Planned Unit Development Agreement with U.S. Housing Corporation, dba Lennar, for the Laurel Creek Development
 - Approve Ordinance No. 2019-03, An Ordinance Amending the Zoning Map of the City of Rogers Rezoning 19645 Territorial Road from Rural Estate 5 Acres (RE-5) to Planned Unit Development (PUD)
 - Resolution No. 2019-37, A Resolution Amending the Preliminary Plat for Laurel Creek
 - Resolution No. 2019-38, A Resolution Granting Approval of the Preliminary Plat for Laurel Creek 4th Addition
- 7.3 Approve Resolution No. 2019-39, A Resolution Approving the Site Plan for a 9,600 Square Foot Building, Parking Lot and Trails for Lions Central Park
- 7.4 Consider Support for MWF Properties for Multi-Family Development on Commerce Boulevard
- 7.5 Approval of Site Grading For Reservoir Fields

8. OTHER BUSINESS

9. CORRESPONDENCE AND REPORTS

- 9.1 March 2019 Financial Reports

10. ADJOURN



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: April 23, 2019

Agenda Item: No. 5.1

Subject: Approval of April 9, 2019 City Council Meeting Minutes

Prepared By: Paul Byun, Deputy Clerk/Communications Coordinator

Recommended City Council Action

Motion to approve the April 9, 2019 City Council Minutes.

ATTACHMENTS:

Description

April 9, 2019 City Council Meeting 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, April 9, 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; Stacy Scharber, Assistant City Administrator; John Seifert, Public Works Director; Steve Stahmer, and City Administrator; Bret Weiss, City Engineer; Gary Buysse, Liquor Operations Manager; Jason Foster, Chief of Police; and Jason Ziemer, City Planner/Community Development Coordinator.

2. Open Forum

None.

3. Presentations

None.

4. Approve Agenda

The agenda was set as submitted.

5. Consent 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

Jakel pulled 5.4 for discussion.

Eiden moved, Klick seconded a motion to approve the consent agenda less Item 5.4. Motion carried. 5-0.

5.4

Jakel, the change order seemed noteworthy to have a discussion.

Weiss, this change order is for Rogers Drive by McDonalds. When we did the bids, we underestimated the cost of oil. This would not have changed the bids.

Jakel, the bigger rock is the standard? Weiss, this will seal the cracks which then pavement can go over. It has worked for other communities and will save costs.

Jake moved, klick seconded a motion to approve Item 5.4. Motion carried 5-0.

6. Public Hearings

None.

7. General Business

7.1 Small Cell Wireless Aesthetics Policy

Planner Ziemer addressed the Council stating the Legislature passed this policy in 2017. There is a provision that allows cities to control the aesthetics. Anyone who wants to come in and utilize this unit, there is a policy in place.

Ihli, adopted by other communities?

Ziemer, yes, it is found on the league's website. We did research on the policy, this allows us to

Ihli, is there a height restriction?

Seifert, residential areas are shorter

Vose, 50ft by statute, originally drafted by the suburban greater authority.

Gorecki, anyone knocking on the door?

Seifert, AT&T and Mobility.

Jakel moved, Gorecki seconded a motion to approve the Small Wireless Facility Design Guidelines. Motion carried 5-0.

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

Ziemer, because the development did not move forward, his permit has expired. He will have to meet code standards.

Gorecki, is he still not convinced he wants to do the project, just wants the extension?

Ziemer, what he wants to do is not allowed so interim use permit was only option.

Jakel, I think a year is a reasonable amount of time.

Eiden moved, Klick seconded a motion to approve Resolution 2019-32, A Resolution Approving an Extension of the Interim Use Permit for the Purpose of Outdoor Storage at 14180 Northdale Boulevard. Motion carried 5-0.

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

Seifert, looking for approval from the February meeting to put out bids for the replacement of the roof.

Seifert's Presentation Highlights:

- Fire Station and Community Room Roof
 - City Council Authorized Solicitation of Bids 2-12-2019
 - 4 bid alternates provided
 - #1 – additional insulation to meet current 2019 R-value codes
 - #2 – additional cost to provide a built up roof section utilizing existing insulation with some additional R-value, similar to Public Works and RAC
 - #3 – wrapping the in place pre-cast top cap with decorative steel

- #4 – option to remove the in place pre-cast top cap and install new membrane and re-install concrete top cap with new sealant.
- Staff Recommendation
 - Award project to Horizon Roofing Inc accepting the following bid:
 - Base Bid – Remove existing roof and replace with reinforced EPDM - \$80,707
 - Alt #1 – Add Insulation to meet 2019 Code - \$13,864
 - Alt #3 – Add metal sheet wrap cap over existing precast wall cap - \$12,985
 - Additional premium for 20 year warranty - \$883
 - Total – \$108,439
 - Source Fund: Building Repairs Sinking Funds
- Additional Issues to Consider
 - HVAC units on roof are currently 22 years old
 - HVAC units utilizing non-compliant R-22 freon
 - Roof replacement requires removal and replacement \$6,990
 - Complete replacement with compliant refrigerant additional \$38,285
 - Decision is required prior to reroofing commencement

Gorecki, square footage? Seifert, 12,000 roughly.

Future replacement of roof-top units will have to come back before the Council at a future meeting.

Jakel moved, Eiden seconded a motion to approve the Horizon Roofing Proposal for Roof Replacement for the Rogers Fire Station & Community Room at a cost of \$108,439. Motion carried 5-0.

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

Seifert's Presentation Highlights:

- Rogers Middle School Tennis Courts
 - Tennis Courts at Rogers Middle School originally constructed through a partnership with ISD 728 and the City of Rogers using Park Dedication dollars.
 - Since construction courts have been maintained by ISD 728
 - ISD 728 building new tennis courts at High School which will require the removal of courts at Middle School (funding method)
 - City Park Board recommends keeping 4 of the 6 tennis courts and create pickleball courts and repurposing the basketball court for adaptive recreational use.
- ISD 728 Joint Powers Agreement
 - An amendment of the JPA between the City and ISD 728 would need to occur to allow for the repurposing of courts
 - ISD 728 currently has the courts scheduled for removal and is asking the City to commit funds before deleting the demolition work

- At the March 14th Park Board Meeting, the Commission unanimously voted to recommend the use of up to \$30,000 in Park Dedication Sinking Funds to be used for the repurposing of courts.
- Cost to construct an amenity of this caliber ranges from \$120,000 - \$150,000
- Staff Recommendation
 - Staff Recommends Motion to approve the use of Park Dedication Sinking Funds for Tennis Court Repair and Repurposing
 - Financial Impact - \$30,000
 - Source Fund – Park Dedication Fund

Eiden, cost mechanism?

Vose, in order to undertake any work, the JPA would have to be amended. This is a step forward to let the school district know we're on the right track to expand the effort to amend the JPA, and to do the work necessary for real estate.

Stahmer, to meet state requirements, the JPA would have to say that these are no longer school facilities and it would be a City operated facility on school property.

Jakel moved, Klick seconded a motion to approve use of Park Dedication Sinking Funds for Tennis Court Repair and Repurposing in an amount up to \$30,000 and Enter Into the Joint Powers Agreement As Needed. Motion carried 5-0.

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

Seifert, Mr. Abrahamson has signed a letter of intent. Backfill bars a little of discussion. When we lost a position to a neighboring city, we backfilled the position with a lower position. Looking to hire someone with the necessary certificates and licenses.

Klick, do you think this would make it easier to find somebody?

Stahmer, Maintenance II with the additional dollars and certification should draw a higher-level candidate.

Klick moved, Gorecki seconded a motion to approve hire Jacob Abrahamson as Park Maintenance I. Motion carried 5-0.

Klick moved, Gorecki seconded a motion to authorize the advertisement for a Utility Maintenance II position. Motion carried 5-0.

8. Other Business

None.

9. Correspondence and Reports

9.1 February 2019 Financial Report

10. Adjourn

Mayor Ihli adjourned the meeting at 7:43 p.m.

Respectfully submitted,

Paul Byun
Deputy Clerk/Communications Coordinator



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: April 23, 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

04-17-2019 Manual Check #74398 Postmaster

04-23-2019 City Accounts Payable

04-23-2019 Liquor Accounts Payable

04-23-2019 CITY COUNCIL MEETING
CITY OF ROGERS OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAID

City Payroll Checks, Taxes & Misc Fees Paid

| | |
|--|-------------------|
| 4/11/2019 ADP Child Support/Garnishment | 682.07 |
| 4/11/2019 ADP Direct Deposits | 119,911.48 |
| 4/11/2019 ADP Payroll Taxes | 41,746.24 |
| 4/5/2019 Electronic PERA | 34,540.85 |
| 4/4/2019 MN Deferred Compensation | 2,630.00 |
| 4/15/2019 MN Deferred Compensation | 2,630.00 |
| 4/10/2019 Optum Health Plan Fund | 4,531.77 |
| 4/4/2019 State of MN Health Care | 930.77 |
| 4/15/2019 State of MN Health Care | 930.77 |
| 4/5/2019 ADP Fees | 523.18 |
| Payroll & Misc Fee Expenditures | 209,057.13 |

City Manual Checks Paid

| | |
|--|---------------|
| 4/17/2019 Manual Check #74398 - Postmaster | 909.30 |
| Manual Check Expenditures | 909.30 |

City Misc Ach/Wires Paid

| | |
|---|-----------------|
| 4/4/2019 Sun Life Payment - April 2018 | 1,244.05 |
| 4/5/2019 Payment Services Network Processing Fees | 653.66 |
| ACH/Wire Expenditures | 1,897.71 |

Accounts Payable Checks:

| | |
|---|-------------------|
| 2019 City Accounts Payable paid 04-23-2019 | 272,010.32 |
| City Total To Be Approved | 483,874.46 |

Liquor Misc Ach/Wires Paid

| | |
|------------------------------------|------------------|
| 4/17/2019 MNDOR - Liquor Sales Tax | 28,455.00 |
| | 28,455.00 |

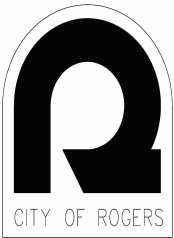
Accounts Payable Checks:

| | |
|---|-------------------|
| 2019 Liquor Accounts Payable paid 04-23-2019 | 125,463.46 |
| Liquor Total to Be Approved | 153,918.46 |

Accounts Payable

Computer Check Proof List by Vendor

User: bbruska
Printed: 04/17/2019 - 11:36AM
Batch: 00004.04.2019



| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---------------|----------------------------|--------|--------------|-------------------------|--------------------|
| Vendor: postm | Postmaster | | | Check Sequence: 1 | ACH Enabled: False |
| April 2019 | Utility Bills - April 2019 | 303.10 | 04/17/2019 | 601-494-9440-43220-0000 | |
| April 2019 | Utility Bills - April 2019 | 303.10 | 04/17/2019 | 602-495-9490-43220-0000 | |
| April 2019 | Utility Bills - April 2019 | 303.10 | 04/17/2019 | 603-496-9495-43220-0000 | |
| | Check Total: | 909.30 | | | |
| | Total for Check Run: | 909.30 | | | |
| | Total of Number of Checks: | 1 | | | |

Accounts Payable

Computer Check Proof List by Vendor

User: bbruska
 Printed: 04/18/2019 - 11:50AM
 Batch: 00005.04.2019



| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|--------------------------------|--|----------|--------------|--|--------------------|
| Vendor: 3DSpe 208093 | 3-D Specialties, Inc. Sign Supplies | 520.05 | 04/23/2019 | Check Sequence: 1 100-430-3121-42260-0000 | ACH Enabled: False |
| | Check Total: | 520.05 | | | |
| Vendor: actfl 12197 | Action Fleet, Inc. Mini LED Light-Surface Mount | 62.57 | 04/23/2019 | Check Sequence: 2 100-450-5200-42103-0000 | ACH Enabled: False |
| | Check Total: | 62.57 | | | |
| Vendor: advfi 0319-053 | Advanced First-Aid, Inc. AED Pads | 138.00 | 04/23/2019 | Check Sequence: 3 205-450-5205-42100-0000 | ACH Enabled: False |
| | Check Total: | 138.00 | | | |
| Vendor: aflac 238987 | AFLAC EE Paid Insurance Premiums - April 2019 | 1,440.32 | 04/23/2019 | Check Sequence: 4 100-000-0000-21751-0000 | ACH Enabled: False |
| | Check Total: | 1,440.32 | | | |
| Vendor: allho 12908 Main St | Allstate Realty House Overpay Final Water - 12908 Main St | 28.35 | 04/23/2019 | Check Sequence: 5 601-000-0000-11750-0000 | ACH Enabled: False |
| | Check Total: | 28.35 | | | |
| Vendor: ancso 04012019 | Anchor Solar Investments, LLC Solar Lease - CH - April 2019 | 49.04 | 04/23/2019 | Check Sequence: 6 100-410-1940-43810-0000 | ACH Enabled: False |
| 04012019 | Solar Lease - PW - April 2019 | 109.69 | 04/23/2019 | 100-430-3000-43810-0000 | |
| 04012019 | Solar Lease - CH - April 2019 | 47.01 | 04/23/2019 | 100-410-1940-43810-0000 | |
| 04012019 | Solar Lease - PW - April 2019 | 114.40 | 04/23/2019 | 100-430-3000-43810-0000 | |
| 20 | Solar Lease - RAC - April 2019 | 156.70 | 04/23/2019 | 205-450-5205-43810-0000 | |
| 20#2 | Solar Lease - RAC - April 2019 | 163.44 | 04/23/2019 | 205-450-5205-43810-0000 | |
| Rogers PD 20 #2 | Solar Lease - PD - April 2019 | 163.44 | 04/23/2019 | 100-420-2100-43810-0000 | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|--|--|-------------------------------------|--|--|--------------------|
| | Check Total: | 803.72 | | | |
| Vendor: autsys 33304S | Automatic Systems Co. Fix Effluent Flowmeter | 324.95 | 04/23/2019 | Check Sequence: 7 602-495-9490-44040-0000 | ACH Enabled: False |
| | Check Total: | 324.95 | | | |
| Vendor: beatr 00000536507 | BCA/CJDN State Criminal Justice Data Network Fees - 1/1/2 | 270.00 | 04/23/2019 | Check Sequence: 8 100-420-2100-43100-0000 | ACH Enabled: False |
| | Check Total: | 270.00 | | | |
| Vendor: beaoi 1066085 | Beaudry Oil & Service Inc. Fuel - Unleaded and Diesel | 11,524.56 | 04/23/2019 | Check Sequence: 9 100-000-0000-14100-0000 | ACH Enabled: False |
| | Check Total: | 11,524.56 | | | |
| Vendor: bedlo Refund | Logan Bedessem Deposit Refund | 300.00 | 04/23/2019 | Check Sequence: 10 100-450-5120-34790-0000 | ACH Enabled: False |
| | Check Total: | 300.00 | | | |
| Vendor: birty 13826 Lily Dr | Morgan Carpenter & Tyler Bird Overpay Final Water - 13826 Lily Dr | 37.86 | 04/23/2019 | Check Sequence: 11 601-000-0000-11750-0000 | ACH Enabled: False |
| | Check Total: | 37.86 | | | |
| Vendor: borst 917440922 917462052 | Border States Industries, Inc. Electrical Wire & Supplies Return Electrical Supplies | 587.51 -217.60 | 04/23/2019 04/23/2019 | Check Sequence: 12 100-430-3000-42102-0000 100-430-3000-42102-0000 | ACH Enabled: False |
| | Check Total: | 369.91 | | | |
| Vendor: boytr 60962R 61993R 61993RX1 Q103686 | Boyer Ford Trucks, Inc. Air Dryer For #40-003 Belt Belts Parts For #40-003 | 299.74 14.58 234.77 182.74 | 04/23/2019 04/23/2019 04/23/2019 04/23/2019 | Check Sequence: 13 100-430-3125-42103-0000 100-430-3121-42103-0000 100-430-3121-42103-0000 100-430-3125-42103-0000 | ACH Enabled: False |
| | Check Total: | 731.83 | | | |
| Vendor: CDWGO RLQ9550 | CDW Government IS Network Tech Training | 3,526.38 | 04/23/2019 | Check Sequence: 14 100-410-1330-44360-0000 | ACH Enabled: False |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---|--|--|--|--|--------------------|
| | Check Total: | 3,526.38 | | | |
| Vendor: chead 23630 128th Ave | Adam & Tiffany Checketts Overpay Final Water - 23630 128th Ave N | 60.17 | 04/23/2019 | Check Sequence: 15 601-000-0000-11750-0000 | ACH Enabled: False |
| | Check Total: | 60.17 | | | |
| Vendor: cinco 4019379555 4019811712 4019811712 4019811712 4019811712 | Cintas Corporation Rug Service - PD Uniforms - PK Uniforms - SWR Uniforms - PW Uniforms - WTR | 26.64 13.53 12.67 16.24 12.66 | 04/23/2019 04/23/2019 04/23/2019 04/23/2019 04/23/2019 | Check Sequence: 16 100-420-2100-44060-0000 100-450-5200-42180-0000 602-495-9490-42180-0000 100-430-3000-42180-0000 601-494-9440-42180-0000 | ACH Enabled: False |
| | Check Total: | 81.74 | | | |
| Vendor: citli 060888 060888 060888 060951 060951 060951 | Citi Lites, Inc. Locates Locates Locates Locates Locates Locates | 38.50 118.25 118.25 96.75 31.50 96.75 | 04/23/2019 04/23/2019 04/23/2019 04/23/2019 04/23/2019 04/23/2019 | Check Sequence: 17 603-496-9495-43150-0000 602-495-9490-43150-0000 601-494-9440-43150-0000 602-495-9490-43150-0000 603-496-9495-43150-0000 601-494-9440-43150-0000 | ACH Enabled: False |
| | Check Total: | 500.00 | | | |
| Vendor: colli 3572419-0401423 | Colonial Life & Accident Insurance Co. EE Paid Insurance Premiums - April 2019 | 358.04 | 04/23/2019 | Check Sequence: 18 100-000-0000-21751-0000 | ACH Enabled: False |
| | Check Total: | 358.04 | | | |
| Vendor: Corau 15256515 15258353 | Cornerstone Automotive Gasket, Converter Assy & Exhaust Manifold Valve Seal | 678.44 8.92 | 04/23/2019 04/23/2019 | Check Sequence: 19 100-420-2100-42103-0000 100-420-2100-42103-0000 | ACH Enabled: False |
| | Check Total: | 687.36 | | | |
| Vendor: napau 086151 086167 086244 086708 | Cottens' Inc. Univ-Ful TB1 4x3 8 FHP Powerated Belt Spark Plug Serpentine Belt | 2.86 6.69 8.46 51.32 | 04/23/2019 04/23/2019 04/23/2019 04/23/2019 | Check Sequence: 20 100-430-3000-42100-0000 100-430-3000-42100-0000 100-420-2100-42103-0000 100-430-3121-42103-0000 | ACH Enabled: False |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---------------|--|----------|--------------|-------------------------|--------------------|
| | Check Total: | 69.33 | | | |
| Vendor: cusco | Customer Contact Services | | | Check Sequence: 21 | ACH Enabled: False |
| 4388-040919 | Answering Paging Service - April | 63.96 | 04/23/2019 | 602-495-9490-43100-0000 | |
| 4388-040919 | Answering Paging Service - April | 63.97 | 04/23/2019 | 601-494-9440-43100-0000 | |
| | Check Total: | 127.93 | | | |
| Vendor: dalen | Dalco Enterprises, Inc | | | Check Sequence: 22 | ACH Enabled: False |
| 3437972 | Frame Weldment & Cover Idler | 496.15 | 04/23/2019 | 100-430-3000-42100-0000 | |
| 3437972C | Frame Weldment - CREDIT | -362.55 | 04/23/2019 | 100-430-3000-42100-0000 | |
| | Check Total: | 133.60 | | | |
| Vendor: dehtr | Dehn Tree Company, Inc. | | | Check Sequence: 23 | ACH Enabled: False |
| 1795 | Removal/Trim Trees-ROW-Cardinal Ln, VV Ter | 4,000.00 | 04/23/2019 | 100-430-3260-43100-0000 | |
| | Check Total: | 4,000.00 | | | |
| Vendor: drysu | Drywall Supply, Inc. | | | Check Sequence: 24 | ACH Enabled: False |
| 00111650-001 | 5/8x4x10 Fire Code Light Studs | 227.20 | 04/23/2019 | 100-430-3000-42102-0000 | |
| 00111769-001 | 5/8x4x10 Fire Code Light Studs | 28.40 | 04/23/2019 | 100-430-3000-42102-0000 | |
| | Check Total: | 255.60 | | | |
| Vendor: ehlas | Ehlers & Associates Inc | | | Check Sequence: 25 | ACH Enabled: False |
| 79953 | Potential TIF Main Street Hsg Site & Other TIF | 1,225.00 | 04/23/2019 | 450-465-6500-43140-8150 | |
| | Check Total: | 1,225.00 | | | |
| Vendor: facmo | Elliot Auto Supply Co, Inc. | | | Check Sequence: 26 | ACH Enabled: False |
| 128-062764 | Ignition Coil Assy, Spark Plug | 101.82 | 04/23/2019 | 100-420-2100-42103-0000 | |
| 128-063121 | Fuel Filter | 2.00 | 04/23/2019 | 100-450-5200-42103-0000 | |
| 128-Z05257 | Battery Core - CREDIT | -25.00 | 04/23/2019 | 100-420-2100-42103-0000 | |
| 1-5915172 | Ignition Coil Assy, Valve Assy For #6831 | 247.30 | 04/23/2019 | 100-420-2100-42103-0000 | |
| 1-5915370 | Oil Filters | 15.84 | 04/23/2019 | 100-430-3121-42103-0000 | |
| 1-5919555 | Air Filters | 40.24 | 04/23/2019 | 100-450-5200-42103-0000 | |
| | Check Total: | 382.20 | | | |
| Vendor: endse | Ende Septic Service | | | Check Sequence: 27 | ACH Enabled: False |
| 22910 | Sewer Pumping - March | 500.00 | 04/23/2019 | 602-495-9490-43100-0000 | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|-----------------|--|----------|--------------|-------------------------|--------------------|
| | Check Total: | 500.00 | | | |
| Vendor: cryca | Finken Water Inc | | | Check Sequence: 28 | ACH Enabled: False |
| 54411TI | Water | 44.29 | 04/23/2019 | 100-420-2210-43820-0000 | |
| 82781TI | Water | 7.37 | 04/23/2019 | 100-430-3000-43820-0000 | |
| 82836TI | Water | 16.73 | 04/23/2019 | 100-420-2210-43820-0000 | |
| 88858TI | Water | 9.84 | 04/23/2019 | 100-420-2210-43820-0000 | |
| | Check Total: | 78.23 | | | |
| Vendor: frsec | FRSecure LLC | | | Check Sequence: 29 | ACH Enabled: False |
| FR-7651 | RWAS Vulnerability Scan | 925.00 | 04/23/2019 | 609-497-9760-43190-0000 | |
| FR-7652 | SCADA Network Vulnerability Scan | 462.50 | 04/23/2019 | 602-495-9490-43190-0000 | |
| FR-7652 | SCADA Network Vulnerability Scan | 462.50 | 04/23/2019 | 601-494-9440-43190-0000 | |
| FR-7817 | MUNI Vulnerability Scan | 925.00 | 04/23/2019 | 609-497-9770-43190-0000 | |
| FR-7909 | Scada - Includes Internal & External Scans | 462.50 | 04/23/2019 | 602-495-9490-43190-0000 | |
| FR-7909 | Scada - Includes Internal & External Scans | 462.50 | 04/23/2019 | 601-494-9440-43190-0000 | |
| | Check Total: | 3,700.00 | | | |
| Vendor: gicjo | Jonathan Gice | | | Check Sequence: 30 | ACH Enabled: False |
| 21600 Maple Ave | Overpay Final Water - 21600 Maple Ave | 14.49 | 04/23/2019 | 601-000-0000-11750-0000 | |
| | Check Total: | 14.49 | | | |
| Vendor: grani | Granicus, LLC | | | Check Sequence: 31 | ACH Enabled: False |
| 100165 | Novus Agenda (July 2018 - July 2019) | 4,950.00 | 04/23/2019 | 100-410-1325-43190-0000 | |
| | Check Total: | 4,950.00 | | | |
| Vendor: grohe | Group Health Inc. - Worksite | | | Check Sequence: 32 | ACH Enabled: False |
| W815846 | March Health Partners EAP Charges | 5.10 | 04/23/2019 | 601-494-9440-41310-0000 | |
| W815846 | March Health Partners EAP Charges | 5.10 | 04/23/2019 | 602-495-9490-41310-0000 | |
| W815846 | March Health Partners EAP Charges | 4.08 | 04/23/2019 | 205-450-5205-41310-0000 | |
| W815846 | March Health Partners EAP Charges | 6.12 | 04/23/2019 | 609-497-9760-41310-0000 | |
| W815846 | March Health Partners EAP Charges | 75.48 | 04/23/2019 | 100-410-1325-41310-0000 | |
| W815846 | March Health Partners EAP Charges | 3.06 | 04/23/2019 | 603-496-9495-41310-0000 | |
| W815846 | March Health Partners EAP Charges | 3.06 | 04/23/2019 | 609-497-9770-41310-0000 | |
| | Check Total: | 102.00 | | | |
| Vendor: hassa | Hassan Sand & Gravel, Inc. | | | Check Sequence: 33 | ACH Enabled: False |
| 125378 | Con-Bit - Recycled Class 5 For Watermain Breal | 518.46 | 04/23/2019 | 601-494-9440-42104-0000 | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|------------------|---|-----------|--------------|-------------------------|--------------------|
| | Check Total: | 518.46 | | | |
| Vendor: heapar | Health Partners | | | Check Sequence: 34 | ACH Enabled: False |
| 88993235 | May ER Paid Health Insurance | 1,288.94 | 04/23/2019 | 609-497-9760-41310-0000 | |
| 88993235 | May ER Paid Health Insurance | 17,171.62 | 04/23/2019 | 100-420-2100-41310-0000 | |
| 88993235 | May ER Paid Health Insurance | 2,524.98 | 04/23/2019 | 100-410-1325-41310-0000 | |
| 88993235 | May ER Paid Health Insurance | 848.81 | 04/23/2019 | 100-410-1950-41310-0000 | |
| 88993235 | May ER Paid Health Insurance | 1,415.45 | 04/23/2019 | 100-410-1520-41310-0000 | |
| 88993235 | May ER Paid Health Insurance | 65.50 | 04/23/2019 | 100-410-1941-41310-0000 | |
| 88993235 | May ER Paid Health Insurance | 350.13 | 04/23/2019 | 100-450-5120-41310-0000 | |
| 88993235 | May ER Paid Health Insurance | 821.48 | 04/23/2019 | 100-410-1910-41310-0000 | |
| 88993235 | May ER Paid Health Insurance | 159.72 | 04/23/2019 | 100-430-3245-41310-0000 | |
| 88993235 | May ER Paid Health Insurance | 206.89 | 04/23/2019 | 100-410-1940-41310-0000 | |
| 88993235 | May ER Paid Health Insurance | 1,722.39 | 04/23/2019 | 205-450-5205-41310-0000 | |
| 88993235 | May ER Paid Health Insurance | 2,106.37 | 04/23/2019 | 603-496-9495-41310-0000 | |
| 88993235 | May ER Paid Health Insurance | 3,176.41 | 04/23/2019 | 601-494-9440-41310-0000 | |
| 88993235 | May ER Paid Health Insurance | 65.50 | 04/23/2019 | 100-450-5186-41310-0000 | |
| 88993235 | May ER Paid Health Insurance | 1,290.35 | 04/23/2019 | 100-420-2210-41310-0000 | |
| 88993235 | May ER Paid Health Insurance | 550.47 | 04/23/2019 | 609-497-9770-41310-0000 | |
| 88993235 | May ER Paid Health Insurance | 3,164.25 | 04/23/2019 | 602-495-9490-41310-0000 | |
| 88993235 | May ER Paid Health Insurance | 4,447.65 | 04/23/2019 | 100-430-3000-41310-0000 | |
| 88993235 | May EE Paid Health Insurance | 6,802.50 | 04/23/2019 | 100-000-0000-21706-0000 | |
| 88993235 | May ER Paid Health Insurance | 1,782.48 | 04/23/2019 | 100-410-1330-41310-0000 | |
| 88993235 | May ER Paid Health Insurance | 2,413.11 | 04/23/2019 | 100-450-5200-41310-0000 | |
| | Check Total: | 52,375.00 | | | |
| Vendor: hencosh | Henn. Co. Accounts Receivable | | | Check Sequence: 35 | ACH Enabled: False |
| 1000128928 | Henn Cty Jail - Per Diem - March | 825.00 | 04/23/2019 | 100-420-2100-43100-0000 | |
| | Check Total: | 825.00 | | | |
| Vendor: hecointe | Henn. Co. Info. Tech. Dept. | | | Check Sequence: 36 | ACH Enabled: False |
| 1000119671 | Radio Lease & MDC Support Fees - November | 2,656.96 | 04/23/2019 | 100-420-2100-44120-0000 | |
| 1000128399 | Radio Lease - March | 4,570.11 | 04/23/2019 | 100-420-2210-43250-0000 | |
| 1000128400 | Radio Rental/MDC Connection Fees - March | 2,760.45 | 04/23/2019 | 100-420-2100-44120-0000 | |
| 1000128440 | Radio Fleet Fee - March | 347.68 | 04/23/2019 | 100-430-3000-43250-0000 | |
| | Check Total: | 10,335.20 | | | |
| Vendor: htgar | Hickey Thorstenson Grover, LTD | | | Check Sequence: 37 | ACH Enabled: False |
| 18131 | Lion's Central Park Event Center | 4,475.22 | 04/23/2019 | 404-450-5200-43030-1809 | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---|---|--------------------------------------|--|--|--------------------|
| | Check Total: | 4,475.22 | | | |
| Vendor: hirsh 0000392-IN | Hirshfield's Athletic Field Striping White | 1,512.50 | 04/23/2019 | Check Sequence: 38 100-450-5200-42100-0000 | ACH Enabled: False |
| | Check Total: | 1,512.50 | | | |
| Vendor: infra 61693-1 61870 | Hydro-Klean, LLC Televising Sanitary Sewer Replace 4 Gas Sensor Packs (qty 2) | 4,194.53 920.00 | 04/23/2019 04/23/2019 | Check Sequence: 39 602-495-9490-44045-0000 100-420-2500-42100-0000 | ACH Enabled: False |
| | Check Total: | 5,114.53 | | | |
| Vendor: indli 40826 40826 40826 40826 | Indy Lift, Inc. 45" Telescopic Boom For FD 45" Telescopic Boom For CR 45" Telescopic Boom For RAC 45" Telescopic Boom For NCP | 144.91 184.43 329.33 329.33 | 04/23/2019 04/23/2019 04/23/2019 04/23/2019 | Check Sequence: 40 100-420-2210-44100-0000 100-410-1941-44100-0000 205-450-5205-44100-0000 100-450-5200-44100-0000 | ACH Enabled: False |
| | Check Total: | 988.00 | | | |
| Vendor: innof IN2480987 IN2480987 IN2480987 | Innovative Office Solutions LLC 40*48 Can Liners AAA Batteries, Post-It Flags, Plastic Tabs 3.5" AAA Batteries, Post-It Flags, Plastic Tabs 3.5" | 57.72 15.21 15.22 | 04/23/2019 04/23/2019 04/23/2019 | Check Sequence: 41 100-430-3000-42102-0000 602-495-9490-42000-0000 601-494-9440-42000-0000 | ACH Enabled: False |
| | Check Total: | 88.15 | | | |
| Vendor: islre 11015 Tilton Tr | Island Rentals LLC Overpay Final Water - 11015 Tilton Tr S | 16.30 | 04/23/2019 | Check Sequence: 42 601-000-0000-11750-0000 | ACH Enabled: False |
| | Check Total: | 16.30 | | | |
| Vendor: keele 19-1053 19-1053 | K E Electric, LLC Fix Light on Water Tower Fix Parking Lot Lights at RAC | 460.00 112.50 | 04/23/2019 04/23/2019 | Check Sequence: 43 601-494-9440-43100-0000 205-450-5205-43100-0000 | ACH Enabled: False |
| | Check Total: | 572.50 | | | |
| Vendor: kengr 147878 147878 147878 147878 | Kennedy & Graven, Chartered Lennar Laurel Creek 3rd Addition Primrose Police Dept Fire Dept | 56.00 40.00 264.00 280.00 | 04/23/2019 04/23/2019 04/23/2019 04/23/2019 | Check Sequence: 44 100-410-1325-43040-8150 100-410-1325-43040-8150 100-420-2100-43040-0000 100-420-2210-43040-0000 | ACH Enabled: False |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|----------------|---|-----------|--------------|-------------------------|--------------------|
| 147878 | Justen Park | 307.00 | 04/23/2019 | 402-430-3121-43040-1604 | |
| 147878 | Justen Park | 307.00 | 04/23/2019 | 402-000-0000-10100-0000 | |
| 147878 | Justen Park | -307.00 | 04/23/2019 | 402-000-0000-10100-5000 | |
| 147878 | Vincent Woods | 80.00 | 04/23/2019 | 100-410-1325-43040-8150 | |
| 147878 | General | 2,920.50 | 04/23/2019 | 100-410-1325-43040-0000 | |
| 147878 | Reservoir Fields | 96.00 | 04/23/2019 | 404-450-5200-43040-1518 | |
| 147898 | General (Sales Tax Referendum) | 1,126.25 | 04/23/2019 | 100-410-1325-43040-0000 | |
| | Check Total: | 5,169.75 | | | |
| Vendor: kjoen | Kjolhaug Environmental Serv. Co., Inc. | | | Check Sequence: 45 | ACH Enabled: False |
| 106029 | 2016-038 CSAH 81 & 13 Intersection | 125.00 | 04/23/2019 | 446-430-3121-43030-1402 | |
| 106030 | 2017-160 CSAH 117 | 866.25 | 04/23/2019 | 447-430-3121-43030-1804 | |
| 106031 | 2018-007 FedEx Monitoring | 1,187.50 | 04/23/2019 | 603-496-9495-43030-0000 | |
| 106101 | 2000-258 General | 437.50 | 04/23/2019 | 100-430-3000-43030-0000 | |
| 106103 | 2017-160 CSAH 117 | 6,580.00 | 04/23/2019 | 447-430-3121-43030-1804 | |
| 106104 | 2018-007 FedEx Monitoring | 210.00 | 04/23/2019 | 603-496-9495-43030-0000 | |
| 106105 | 2018-190 Graco | 630.00 | 04/23/2019 | 603-496-9495-43030-8150 | |
| 106106 | 2019-026 Knapp Weber Wetland | 512.50 | 04/23/2019 | 603-496-9495-43030-0000 | |
| Adj. | Adjustment To Account | -0.25 | 04/23/2019 | 100-430-3000-43030-0000 | |
| | Check Total: | 10,548.50 | | | |
| Vendor: konin | KONE Inc | | | Check Sequence: 46 | ACH Enabled: False |
| 959214831 | Maintenance Agreement PW - April | 125.77 | 04/23/2019 | 100-430-3000-44010-0000 | |
| 959214831 | Maintenance Agreement RAC - April | 125.77 | 04/23/2019 | 205-450-5205-44010-0000 | |
| 959214832 | Elevator Maintenance - April 1-30, 2019 | 127.23 | 04/23/2019 | 100-420-2100-44010-0000 | |
| | Check Total: | 378.77 | | | |
| Vendor: kripr | Kriss Premium Products, Inc | | | Check Sequence: 47 | ACH Enabled: False |
| 161128 | Cooling Tower Chemicals | 293.58 | 04/23/2019 | 205-450-5205-42160-0000 | |
| | Check Total: | 293.58 | | | |
| Vendor: lacjo | Joseph LaCount | | | Check Sequence: 48 | ACH Enabled: False |
| 22043 Marie Ct | Overpay Final Water - 22043 Marie Ct | 76.89 | 04/23/2019 | 601-000-0000-11750-0000 | |
| | Check Total: | 76.89 | | | |
| Vendor: crori | Wayne A Lahn | | | Check Sequence: 49 | ACH Enabled: False |
| 192561 | 8" Pulley & X Hub | 25.75 | 04/23/2019 | 100-430-3125-42103-0000 | |
| | Check Total: | 25.75 | | | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---|--|---------------------------|--|---|--------------------|
| Vendor: lanli 4540183 | Language Line Services Monthly Fees For Language Line Services | 4.80 | 04/23/2019 | Check Sequence: 50 100-420-2100-43100-0000 | ACH Enabled: False |
| | Check Total: | 4.80 | | | |
| Vendor: lenfa 11568 Laurel Sp | Lennar Family of Builders Overpay Final Water - 11568 Laurel Springs Patl | 10.97 | 04/23/2019 | Check Sequence: 51 601-000-0000-11750-0000 | ACH Enabled: False |
| | Check Total: | 10.97 | | | |
| Vendor: lubte 1356721 | Lubrication Technologies, Inc. MOB SHC 629-5GAPA | 522.48 | 04/23/2019 | Check Sequence: 52 602-495-9490-42120-0000 | ACH Enabled: False |
| | Check Total: | 522.48 | | | |
| Vendor: lyn&mc 1018205 | Lynde & McLeod, Inc Yard Waste From Lions Central Park Tree Remo | 541.13 | 04/23/2019 | Check Sequence: 53 404-450-5200-43100-1903 | ACH Enabled: False |
| | Check Total: | 541.13 | | | |
| Vendor: maceq P01838 W00993 W01073 | MacQueen Equipment, Inc. New Cushion Seat & Seat Belt Alarm For E21 Repair Opticom & Replace (2) Gas Struts on R1 Repair Ladder Latch | 479.84 942.83 60.37 | 04/23/2019 04/23/2019 04/23/2019 | Check Sequence: 54 100-420-2210-42100-0000 100-420-2210-44040-0000 100-420-2210-44040-0000 | ACH Enabled: False |
| | Check Total: | 1,483.04 | | | |
| Vendor: maiau 13843 Rose Dr | Augustine Mai Overpay Final Water - 13843 Rose Dr | 27.09 | 04/23/2019 | Check Sequence: 55 601-000-0000-11750-0000 | ACH Enabled: False |
| | Check Total: | 27.09 | | | |
| Vendor: menar 41392 41853 | Menards, Inc. Stain, Poly, Brushes, Bit, Claw Retriever Sockets, Nut Drivers, Spring Snaps, Fertilizer, E | 41.58 168.69 | 04/23/2019 04/23/2019 | Check Sequence: 56 100-430-3000-42102-0000 100-450-5200-42100-0000 | ACH Enabled: False |
| | Check Total: | 210.27 | | | |
| Vendor: metwe 1941 | Metro West Inspection Services February 2019 Building Inspections | 16,043.75 | 04/23/2019 | Check Sequence: 57 100-420-2400-43110-0000 | ACH Enabled: False |
| | Check Total: | 16,043.75 | | | |
| Vendor: milch 160285 | Miller Chevrolet Rod For #35-021 | 177.65 | 04/23/2019 | Check Sequence: 58 100-450-5200-42103-0000 | ACH Enabled: False |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---|---|--|--|---|--------------------|
| | Check Total: | 177.65 | | | |
| Vendor: minpo 9900052981 | Minn. Pollution Control Agency Annual Wastewater Operators Conference - Iwar | 415.00 | 04/23/2019 | Check Sequence: 59 602-495-9490-44360-0000 | ACH Enabled: False |
| | Check Total: | 415.00 | | | |
| Vendor: minpol 10000069654 10000073565 | Minn. Pollution Control Agency Wastewater Individual Annual Permit Fee Industrial Stormwater Annual Permit Fee | 5,900.00 400.00 | 04/23/2019 04/23/2019 | Check Sequence: 60 602-495-9490-44380-0000 603-496-9495-44380-0000 | ACH Enabled: False |
| | Check Total: | 6,300.00 | | | |
| Vendor: minui 07980311 07980311 07980311 | Minnesota UI Fund 1st Quarter Unemployment 1st Quarter Unemployment 1st Quarter Unemployment | 20.82 269.99 -48.01 | 04/23/2019 04/23/2019 04/23/2019 | Check Sequence: 61 100-420-2210-41420-0000 100-410-1941-41420-0000 609-497-9760-41420-0000 | ACH Enabled: False |
| | Check Total: | 242.80 | | | |
| Vendor: minva 968170 968699 969276 969602 | Minnesota Valley Testing Labs, Inc WWTP Testing WWTP Testing WWTP Testing WWTP Testing | 86.40 244.80 86.40 815.20 | 04/23/2019 04/23/2019 04/23/2019 04/23/2019 | Check Sequence: 62 602-495-9490-44080-0000 602-495-9490-44080-0000 602-495-9490-44080-0000 602-495-9490-44080-0000 | ACH Enabled: False |
| | Check Total: | 1,232.80 | | | |
| Vendor: schso E11686 E11722 E11722 E11722 E11722 | MN Equipment Inc. JD 2020A Pro Gator JD 50G Compact Excavator JD 50G Compact Excavator JD 50G Compact Excavator JD 50G Compact Excavator | 23,995.00 18,082.70 14,394.00 18,082.70 6,414.00 | 04/23/2019 04/23/2019 04/23/2019 04/23/2019 04/23/2019 | Check Sequence: 63 400-450-5200-45800-0000 602-495-9490-45800-0000 100-430-3121-45800-0000 601-494-9440-45800-0000 400-450-5200-45800-0000 | ACH Enabled: False |
| | Check Total: | 80,968.40 | | | |
| Vendor: nadcl 19511 Prairievi | Claire Nadeau Overpay Final Water - 19511 Prairieview Dr | 88.90 | 04/23/2019 | Check Sequence: 64 601-000-0000-11750-0000 | ACH Enabled: False |
| | Check Total: | 88.90 | | | |
| Vendor: nelam 20399 Pondview | Amy Nelson Overpay Final Water - 20399 Pondview Cir | 41.33 | 04/23/2019 | Check Sequence: 65 601-000-0000-11750-0000 | ACH Enabled: False |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---|--|---|--|--|--------------------|
| | Check Total: | 41.33 | | | |
| Vendor: obrla 26005 Hassan Pk | Lavonne & Phillip O'Brien Overpay Final Water - 26005 Hassan Pkwy | 13.93 | 04/23/2019 | Check Sequence: 66 601-000-0000-11750-0000 | ACH Enabled: False |
| | Check Total: | 13.93 | | | |
| Vendor: offde 294634300001 | Office Depot Copy Paper & Kleenex | 110.04 | 04/23/2019 | Check Sequence: 67 100-420-2210-42000-0000 | ACH Enabled: False |
| | Check Total: | 110.04 | | | |
| Vendor: onsit 0000739676 | On Site Sanitation Portable Restrooms For Parks | 491.84 | 04/23/2019 | Check Sequence: 68 100-450-5200-43100-0000 | ACH Enabled: False |
| | Check Total: | 491.84 | | | |
| Vendor: patjo 13800 Rose Dr | Jody Patterson Overpay Final Water - 13800 Rose Dr | 78.15 | 04/23/2019 | Check Sequence: 69 601-000-0000-11750-0000 | ACH Enabled: False |
| | Check Total: | 78.15 | | | |
| Vendor: potso 02204 02204 02205 02206 2201 2202 2202 2203 | Potentia MN Solar Fund 1, LLC CR - Electric FD - Electric PW - Electric RWAS - Electric RAC - Electric PD - Electric PD - Electric WWTP - Electric | 57.70 45.33 132.19 211.50 361.91 147.69 76.98 372.01 | 04/23/2019 04/23/2019 04/23/2019 04/23/2019 04/23/2019 04/23/2019 04/23/2019 04/23/2019 | Check Sequence: 70 100-410-1941-43810-0000 100-420-2210-43810-0000 100-430-3000-43810-0000 609-497-9760-43810-0000 205-450-5205-43810-0000 100-420-2100-43810-0000 100-420-2100-43810-0000 602-495-9490-43810-0000 | ACH Enabled: False |
| | Check Total: | 1,405.31 | | | |
| Vendor: tacso 7195 | Public Safety Equipment, LLC Annual Radar Calibration/Certification of Radar | 550.00 | 04/23/2019 | Check Sequence: 71 100-420-2100-43100-0000 | ACH Enabled: False |
| | Check Total: | 550.00 | | | |
| Vendor: rogtr 016735 016742 016767 | Rogers True Value Hardware Inc Primer Primer Paint | 32.99 32.99 131.94 | 04/23/2019 04/23/2019 04/23/2019 | Check Sequence: 72 100-430-3000-42102-0000 100-430-3000-42102-0000 100-430-3000-42102-0000 | ACH Enabled: False |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---------------|--|-----------|--------------|-------------------------|--------------------|
| | Check Total: | 197.92 | | | |
| Vendor: saffa | Safe-Fast, Inc. | | | Check Sequence: 73 | ACH Enabled: False |
| INV213381 | Safety Clothing | 54.95 | 04/23/2019 | 602-495-9490-42180-0000 | |
| INV213381 | Safety Clothing | 87.90 | 04/23/2019 | 100-430-3000-42180-0000 | |
| INV213381 | Safety Clothing | 54.95 | 04/23/2019 | 601-494-9440-42180-0000 | |
| | Check Total: | 197.80 | | | |
| Vendor: schlo | Lori Schoenborn | | | Check Sequence: 74 | ACH Enabled: False |
| | Senior Exercise Classes | 10.00 | 04/23/2019 | 100-450-5186-43100-0000 | |
| | Check Total: | 10.00 | | | |
| Vendor: senla | Sensible Land Use Coalition | | | Check Sequence: 75 | ACH Enabled: False |
| 200004439 | Hot Topics Program - J. Seifert | 79.00 | 04/23/2019 | 100-430-3000-44360-0000 | |
| | Check Total: | 79.00 | | | |
| Vendor: SHIIN | SHI International Corp | | | Check Sequence: 76 | ACH Enabled: False |
| B09732322 | Microsoft Windows 10 License For MDC | 122.00 | 04/23/2019 | 100-410-1520-43190-0000 | |
| B09732322 | Microsoft Windows 10 License For MDC's | 610.00 | 04/23/2019 | 100-420-2100-43190-0000 | |
| B097506978 | Sonicwall Replacement | 6,025.00 | 04/23/2019 | 400-000-0000-10100-0000 | |
| B097506978 | Sonicwall Replacement | -6,025.00 | 04/23/2019 | 400-000-0000-10100-4005 | |
| B097506978 | Sonicwall Replacement | 6,025.00 | 04/23/2019 | 400-410-1330-43190-0000 | |
| | Check Total: | 6,757.00 | | | |
| Vendor: skise | SkillPath Seminars | | | Check Sequence: 77 | ACH Enabled: False |
| 2231359 | Administrative Professionals Handbook | 31.90 | 04/23/2019 | 100-430-3000-44360-0000 | |
| | Check Total: | 31.90 | | | |
| Vendor: smima | Mark Smith | | | Check Sequence: 78 | ACH Enabled: False |
| 18 | PAF Permission Fix | 37.50 | 04/23/2019 | 100-410-1330-43100-0000 | |
| 19 | Update E21 Maintenance Form | 675.00 | 04/23/2019 | 100-420-2210-43190-0000 | |
| | Check Total: | 712.50 | | | |
| Vendor: ovedo | St. Cloud Overhead Door Co. | | | Check Sequence: 79 | ACH Enabled: False |
| 0209547-IN | PD Garage Door Repair | 280.41 | 04/23/2019 | 100-420-2100-44010-0000 | |
| 0209863-IN | PD Garage Door Repair | 1,294.05 | 04/23/2019 | 100-420-2100-44010-0000 | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|----------------|---|----------|--------------|-------------------------|--------------------|
| | Check Total: | 1,574.46 | | | |
| Vendor: accbe | TASC | | | Check Sequence: 80 | ACH Enabled: False |
| 1495681 | Active Continuant Fee - March | 15.00 | 04/23/2019 | 100-410-1325-44300-0000 | |
| 1495681 | Cobra Election Packet (1) - March | 17.00 | 04/23/2019 | 100-410-1325-44300-0000 | |
| | Check Total: | 32.00 | | | |
| Vendor: carbu | Tegrete | | | Check Sequence: 81 | ACH Enabled: False |
| 82072 | CREDIT - For Service Provider Missed on 3/26/ | -62.17 | 04/23/2019 | 100-420-2100-44060-0000 | |
| 82325 | PW Janitorial Service - May 2019 | 310.00 | 04/23/2019 | 100-430-3000-44060-0000 | |
| 82325 | Hassan Town Hall - May 2019 | 79.00 | 04/23/2019 | 100-410-1940-44060-0000 | |
| 82327 | Senior Center Cleaning | 222.00 | 04/23/2019 | 100-450-5186-44060-0000 | |
| 82328 | Community Room Cleaning | 200.00 | 04/23/2019 | 100-410-1941-44060-0000 | |
| 82329 | FD Cleaning - May 2019 | 266.33 | 04/23/2019 | 100-420-2210-44060-0000 | |
| 82330 | PD Cleaning Services - May 2019 | 1,347.00 | 04/23/2019 | 100-420-2100-44060-0000 | |
| | Check Total: | 2,362.16 | | | |
| Vendor: shewi | The Sherwin-Williams Company | | | Check Sequence: 82 | ACH Enabled: False |
| 5338-0 | Paint - Historical Society | 122.15 | 04/23/2019 | 100-410-1940-42102-0000 | |
| | Check Total: | 122.15 | | | |
| Vendor: twicig | Twin City Garage Door Co. | | | Check Sequence: 83 | ACH Enabled: False |
| Z095224 | Replaced Cables On Garage Door | 792.50 | 04/23/2019 | 100-420-2210-44010-0000 | |
| | Check Total: | 792.50 | | | |
| Vendor: unipa | Unique Paving Materials Corp | | | Check Sequence: 84 | ACH Enabled: False |
| 43195 | Cold Mix | 162.00 | 04/23/2019 | 100-430-3121-42240-0000 | |
| 43213 | Cold Mix | 160.65 | 04/23/2019 | 100-430-3121-42240-0000 | |
| 43318 | Cold Mix | 174.15 | 04/23/2019 | 100-430-3121-42240-0000 | |
| 43457 | Cold Mix | 207.90 | 04/23/2019 | 100-430-3121-42240-0000 | |
| | Check Total: | 704.70 | | | |
| Vendor: uniel | Unitech Electronic Contracting LLC | | | Check Sequence: 85 | ACH Enabled: False |
| 1594 | Replace AMP | 1,098.41 | 04/23/2019 | 205-450-5205-44040-0000 | |
| | Check Total: | 1,098.41 | | | |
| Vendor: usabl | USA Blue Book | | | Check Sequence: 86 | ACH Enabled: False |
| 849432 | Sludge Judge 1.25"x15', Gloves, Sample Bottles, | 470.95 | 04/23/2019 | 602-495-9490-42100-0000 | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---------------|--|----------|--------------|-------------------------|--------------------|
| | Check Total: | 470.95 | | | |
| Vendor: vantr | Vantagepoint Transfer Agents - 306516 | | | Check Sequence: 87 | ACH Enabled: False |
| 306516 | 04/26 Payroll | 730.00 | 04/23/2019 | 100-000-0000-21705-0000 | |
| 306516 | 04/12 Payroll | 730.00 | 04/23/2019 | 100-000-0000-21705-0000 | |
| | Check Total: | 1,460.00 | | | |
| Vendor: verwi | Verizon Wireless Services, LLC | | | Check Sequence: 88 | ACH Enabled: False |
| 9827467317 | Cell Phone Usage - PD - March | 448.76 | 04/23/2019 | 100-420-2100-43250-0000 | |
| 9827467318 | Wireless Connection - FD - March | 490.14 | 04/23/2019 | 100-420-2210-43250-0000 | |
| 9827467319 | Hot Spot (Internet) Check Out | 35.01 | 04/23/2019 | 100-410-1330-43250-0000 | |
| 9827467320 | Mobile Broadband - March | 35.01 | 04/23/2019 | 603-496-9495-43250-0000 | |
| 9827467320 | Mobile Broadband - March | 35.01 | 04/23/2019 | 602-495-9490-43250-0000 | |
| 9827467320 | Mobile Broadband - March | 35.01 | 04/23/2019 | 601-494-9440-43250-0000 | |
| | Check Total: | 1,078.94 | | | |
| Vendor: grain | W.W. Grainger, Inc. | | | Check Sequence: 89 | ACH Enabled: False |
| 9123690498 | Hyd. Cylinder For Harley Rake | 123.80 | 04/23/2019 | 100-430-3122-42103-0000 | |
| 9123930944 | LED Wall Packs, 2100 LM, 5000K Color Temp. | 858.37 | 04/23/2019 | 100-420-2210-42102-0000 | |
| 9123930944 | LED Wall Packs, 2100 LM, 5000K Color Temp. | 1,092.47 | 04/23/2019 | 100-410-1941-42102-0000 | |
| 9124084683 | LED Recessed Troffer | 192.64 | 04/23/2019 | 100-430-3000-42102-0000 | |
| 9128598613 | 2" White Reflective Tape | 253.38 | 04/23/2019 | 100-430-3121-42260-0000 | |
| | Check Total: | 2,520.66 | | | |
| Vendor: watla | Water Laboratories, Inc. | | | Check Sequence: 90 | ACH Enabled: False |
| 7354 | Water Testing - March | 160.00 | 04/23/2019 | 601-494-9440-44080-0000 | |
| | Check Total: | 160.00 | | | |
| Vendor: watco | Watson Company | | | Check Sequence: 91 | ACH Enabled: False |
| 897421 | Concessions Stock | 285.12 | 04/23/2019 | 205-450-5205-42550-0000 | |
| 897631 | Concessions Stock | 529.69 | 04/23/2019 | 205-450-5205-42550-0000 | |
| | Check Total: | 814.81 | | | |
| Vendor: thore | West Publishing Corporation | | | Check Sequence: 92 | ACH Enabled: False |
| 840080064 | Online Investigation Services - March | 221.14 | 04/23/2019 | 100-420-2100-43100-0000 | |
| | Check Total: | 221.14 | | | |
| Vendor: xcele | Xcel Energy | | | Check Sequence: 93 | ACH Enabled: False |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|-----------------|--|------------|--------------|-------------------------|--------------------|
| 51-0011856814-1 | Traffic Signal - 11841 Brockton Ln Unit Temp T | 62.67 | 04/23/2019 | 100-420-2600-43810-0000 | |
| 51-6488909-6 | Triangle Park/Veteran's Memorial - March | 34.25 | 04/23/2019 | 100-450-5200-43810-0000 | |
| 51-6488909-6 | 13850 Bittersweet Lane - March | 235.41 | 04/23/2019 | 100-450-5200-43810-0000 | |
| 51-6488909-6 | Rogers Middle School Fields - March | -213.91 | 04/23/2019 | 100-450-5200-43810-0000 | |
| 51-6488909-6 | Triangle Park - March | 344.42 | 04/23/2019 | 100-450-5200-43810-0000 | |
| 51-6488909-6 | Lynch Park - March | 74.37 | 04/23/2019 | 100-450-5200-43810-0000 | |
| 51-6488909-6 | North Community Park - March | 810.47 | 04/23/2019 | 100-450-5200-43810-0000 | |
| 51-6488911-0 | Traffic Signal - CSAH 81 & Industrial Blvd - March | 35.64 | 04/23/2019 | 100-420-2600-43810-0000 | |
| 51-6488911-0 | Traffic Signal - CSAH 81 & Memorial Dr - March | 34.48 | 04/23/2019 | 100-420-2600-43810-0000 | |
| 51-6488911-0 | Traffic Signal - Rogers Dr & S Diamond Lake Rd | 59.66 | 04/23/2019 | 100-420-2600-43810-0000 | |
| 51-6488911-0 | Traffic Signal - 141st Ave & Northdale - March | 68.06 | 04/23/2019 | 100-420-2600-43810-0000 | |
| 51-6488911-0 | Traffic Signal - 141st Ave & James Rd - March | 73.82 | 04/23/2019 | 100-420-2600-43810-0000 | |
| 51-6488911-0 | Traffic Signal - North Ramp 101 & 94 - March | 34.90 | 04/23/2019 | 100-420-2600-43810-0000 | |
| 51-6488911-0 | Traffic Signal - CSAH 13 & Rogers Drive - March | 68.49 | 04/23/2019 | 100-420-2600-43810-0000 | |
| 51-6488911-0 | Traffic Signal - 141st Ave & Median West of 101 | 96.32 | 04/23/2019 | 100-420-2600-43810-0000 | |
| 51-6488911-0 | Traffic Signal - 141st Ave & Median East of 101 | 41.82 | 04/23/2019 | 100-420-2600-43810-0000 | |
| 51-6488911-0 | Traffic Signal - Brockton Ln & S Diamond Lake | 58.81 | 04/23/2019 | 100-420-2600-43810-0000 | |
| 51-6488911-0 | Traffic Signal - S Diamond Lk Rd & Northdale - March | 42.39 | 04/23/2019 | 100-420-2600-43810-0000 | |
| 51-6488911-0 | Traffic Signal - South Ramp 101 & 94 - March | 30.00 | 04/23/2019 | 100-420-2600-43810-0000 | |
| 51-6488911-0 | Traffic Signal - Hwy 101 & S Diamond Lk Rd - March | 49.67 | 04/23/2019 | 100-420-2600-43810-0000 | |
| 51-6488911-0 | Traffic Signal - CSAH 81 & John Deere Ln - March | 74.97 | 04/23/2019 | 100-420-2600-43810-0000 | |
| 51-6488911-0 | Traffic Signal - 141st Ave & High School - March | 86.11 | 04/23/2019 | 100-420-2600-43810-0000 | |
| 51-8078844-1 | RAC Electric - March | 3,286.75 | 04/23/2019 | 205-450-5205-43810-0000 | |
| | Check Total: | 5,489.57 | | | |
| Vendor: yalme | Yale Mechanical, LLC | | | Check Sequence: 94 | ACH Enabled: False |
| 201405 | PW - Installed, Wired & Tested CO Detector #8 | 793.61 | 04/23/2019 | 100-430-3000-44010-0000 | |
| 201405 | CH - Installed, Wired & Tested CO Detector #8 | 340.12 | 04/23/2019 | 100-410-1940-44010-0000 | |
| | Check Total: | 1,133.73 | | | |
| Vendor: zarbr | Zarnoth Brush Works, Inc. | | | Check Sequence: 95 | ACH Enabled: False |
| 0174564-IN | Street Sweeper Parts | 2,410.05 | 04/23/2019 | 603-496-9495-42103-0000 | |
| | Check Total: | 2,410.05 | | | |
| | Total for Check Run: | 272,010.32 | | | |
| | Total of Number of Checks: | 95 | | | |

Accounts Payable

Computer Check Proof List by Vendor

User: bbruska
Printed: 04/18/2019 - 11:53AM
Batch: 00006.04.2019



| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---|--|---|--|--|--------------------|
| Vendor: airgas 9960643320 | Airgas North Central Cylinder Lease - March | 33.59 | 04/23/2019 | Check Sequence: 1 609-497-9770-44120-0000 | ACH Enabled: False |
| | Check Total: | 33.59 | | | |
| Vendor: belco 69180900 | Bellboy Corporation Liquor | 1,168.70 | 04/23/2019 | Check Sequence: 2 609-497-9760-42510-0000 | ACH Enabled: False |
| | Check Total: | 1,168.70 | | | |
| Vendor: wirbe 1080952136 1080952136 1080952136 1080955386 1080955386 1080955444 1080955444 | BreakThru Beverage Minnesota Wine Mix Liquor Liquor Mix Wine Liquor | 460.07 162.04 2,092.76 990.00 43.00 523.45 1,020.54 | 04/23/2019 04/23/2019 04/23/2019 04/23/2019 04/23/2019 04/23/2019 04/23/2019 | Check Sequence: 3 609-497-9760-42530-0000 609-497-9760-42540-0000 609-497-9760-42510-0000 609-497-9770-42510-0000 609-497-9770-42540-0000 609-497-9760-42530-0000 609-497-9760-42510-0000 | ACH Enabled: False |
| | Check Total: | 5,291.86 | | | |
| Vendor: capbe 2245029 2247699 2247699 2247963 2248563 | Capitol Beverage Beer Beer Beer Beer Beer | 1,155.45 142.80 1,223.50 3,750.80 180.80 | 04/23/2019 04/23/2019 04/23/2019 04/23/2019 04/23/2019 | Check Sequence: 4 609-497-9760-42520-0000 609-497-9770-42521-0000 609-497-9770-42520-0000 609-497-9760-42520-0000 609-497-9760-42520-0000 | ACH Enabled: False |
| | Check Total: | 6,453.35 | | | |
| Vendor: carcr 17108 | Carlos Creek Winery Wine | 396.00 | 04/23/2019 | Check Sequence: 5 609-497-9760-42530-0000 | ACH Enabled: False |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---------------|--|-----------|--------------|-------------------------|--------------------|
| | Check Total: | 396.00 | | | |
| Vendor: berbe | Chas. A. Bernick, Inc. | | | Check Sequence: 6 | ACH Enabled: False |
| 491857 | Beer | 830.00 | 04/23/2019 | 609-497-9760-42520-0000 | |
| 493641 | Mix | 60.40 | 04/23/2019 | 609-497-9760-42540-0000 | |
| 493642 | Beer | 108.86 | 04/23/2019 | 609-497-9760-42520-0000 | |
| | Check Total: | 999.26 | | | |
| Vendor: cinco | Cintas Corporation | | | Check Sequence: 7 | ACH Enabled: False |
| 4019379437 | Rugs / Towels | 116.61 | 04/23/2019 | 609-497-9760-43100-0000 | |
| 4019811681 | Rugs / Towels | 159.72 | 04/23/2019 | 609-497-9770-43100-0000 | |
| | Check Total: | 276.33 | | | |
| Vendor: Citro | City of Rogers | | | Check Sequence: 8 | ACH Enabled: False |
| Interfund | Interfund Loan Payment - Liquor to General Fun | 46,834.47 | 04/23/2019 | 609-000-0000-20700-0000 | |
| | Check Total: | 46,834.47 | | | |
| Vendor: dahdi | Dahlheimer Distributing Co. | | | Check Sequence: 9 | ACH Enabled: False |
| 203943 | Mix | 68.00 | 04/23/2019 | 609-497-9760-42540-0000 | |
| 203945 | Beer | 7,499.44 | 04/23/2019 | 609-497-9760-42520-0000 | |
| 204199 | Beer | 645.00 | 04/23/2019 | 609-497-9760-42520-0000 | |
| 204276 | Beer | 10,958.20 | 04/23/2019 | 609-497-9760-42520-0000 | |
| 204549 | Beer | 95.00 | 04/23/2019 | 609-497-9770-42520-0000 | |
| 204685 | Beer | 703.30 | 04/23/2019 | 609-497-9770-42520-0000 | |
| 204685 | Food For Resale | 201.60 | 04/23/2019 | 609-497-9770-42550-0000 | |
| 204686 | Beer | 392.00 | 04/23/2019 | 609-497-9770-42520-0000 | |
| 204686 | Beer | 92.00 | 04/23/2019 | 609-497-9770-42521-0000 | |
| | Check Total: | 20,654.54 | | | |
| Vendor: dehtr | Dehn Tree Company, Inc. | | | Check Sequence: 10 | ACH Enabled: False |
| 1790 | RWAS Plowing - March | 450.00 | 04/23/2019 | 609-497-9760-43100-0000 | |
| 1790 | MUNI Plowing - March | 300.00 | 04/23/2019 | 609-497-9770-43100-0000 | |
| | Check Total: | 750.00 | | | |
| Vendor: dmxmu | DMX Music - Minneapolis | | | Check Sequence: 11 | ACH Enabled: False |
| 54535421 | Satellite Radio - March | 101.62 | 04/23/2019 | 609-497-9760-43100-0000 | |
| | Check Total: | 101.62 | | | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|-------------------------------|--|----------|--------------|---|--------------------|
| Vendor: domvi 17709 | Domace Vino LLC Liquor | 278.50 | 04/23/2019 | Check Sequence: 12 609-497-9760-42510-0000 | ACH Enabled: False |
| | Check Total: | 278.50 | | | |
| Vendor: grelaco 3597206342 | Great Lakes Coca Cola RWAS Pop / Mix | 591.16 | 04/23/2019 | Check Sequence: 13 609-497-9760-42540-0000 | ACH Enabled: False |
| 3597206343 | RWAS Pop / Mix - CREDIT | -43.76 | 04/23/2019 | 609-497-9760-42540-0000 | |
| | Check Total: | 547.40 | | | |
| Vendor: guape 2000219 | Guardian Pest Solutions, Inc. Muni Pest Service - March | 40.64 | 04/23/2019 | Check Sequence: 14 609-497-9770-43100-0000 | ACH Enabled: False |
| | Check Total: | 40.64 | | | |
| Vendor: hohen 131968 | Hohensteins Inc Beer | 1,762.50 | 04/23/2019 | Check Sequence: 15 609-497-9760-42520-0000 | ACH Enabled: False |
| 132076 | Beer | 231.00 | 04/23/2019 | 609-497-9770-42520-0000 | |
| | Check Total: | 1,993.50 | | | |
| Vendor: jjtay 2964602 | JJ Taylor Distributing Co of MN., Inc. Beer | 1,857.96 | 04/23/2019 | Check Sequence: 16 609-497-9760-42520-0000 | ACH Enabled: False |
| 2964631 | Beer | 1,355.55 | 04/23/2019 | 609-497-9760-42520-0000 | |
| | Check Total: | 3,213.51 | | | |
| Vendor: johbr 1258065 | Johnson Brothers Liquor Co. Liquor | 8,143.61 | 04/23/2019 | Check Sequence: 17 609-497-9760-42510-0000 | ACH Enabled: False |
| 1258066 | Wine | 1,334.60 | 04/23/2019 | 609-497-9760-42530-0000 | |
| 1258139 | Wine | 1,536.30 | 04/23/2019 | 609-497-9760-42530-0000 | |
| 1259813 | Wine | 811.20 | 04/23/2019 | 609-497-9760-42530-0000 | |
| 1263201 | Liquor | 124.56 | 04/23/2019 | 609-497-9770-42510-0000 | |
| 1263202 | Wine | 56.00 | 04/23/2019 | 609-497-9770-42530-0000 | |
| 1263265 | Liquor | 1,195.86 | 04/23/2019 | 609-497-9760-42510-0000 | |
| 1263267 | Wine | 45.98 | 04/23/2019 | 609-497-9760-42530-0000 | |
| 1263268 | Liquor | 1,119.00 | 04/23/2019 | 609-497-9760-42510-0000 | |
| 525987 | Wine - CREDIT | -56.00 | 04/23/2019 | 609-497-9760-42530-0000 | |
| 534736 | Wine - CREDIT | -13.10 | 04/23/2019 | 609-497-9760-42530-0000 | |
| 535734 | Liquor - CREDIT | -101.85 | 04/23/2019 | 609-497-9760-42510-0000 | |
| 535735 | Wine - CREDIT | -38.60 | 04/23/2019 | 609-497-9760-42530-0000 | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|--|---|--|--|---|--------------------|
| | Check Total: | 14,157.56 | | | |
| Vendor: artbe 3337583 | Johnson Brothers Liquor Company Beer | 290.70 | 04/23/2019 | Check Sequence: 18 609-497-9760-42520-0000 | ACH Enabled: False |
| | Check Total: | 290.70 | | | |
| Vendor: shagr 2347211 2351093 2352229 2352229 2352934 | Kelbro Company Cylinder Lease - March Ice Gas Cylinders Pop / Mix Ice | 38.71 79.76 125.00 223.40 38.80 | 04/23/2019 04/23/2019 04/23/2019 04/23/2019 04/23/2019 | Check Sequence: 19 609-497-9770-44120-0000 609-497-9760-42570-0000 609-497-9770-42100-0000 609-497-9770-42540-0000 609-497-9760-42570-0000 | ACH Enabled: False |
| | Check Total: | 505.67 | | | |
| Vendor: lupbre 19069 | Lupulin Brewing Beer | 85.00 | 04/23/2019 | Check Sequence: 20 609-497-9760-42520-0000 | ACH Enabled: False |
| | Check Total: | 85.00 | | | |
| Vendor: mamun 277629 277629 277629 277629 277629 | M Amundson Cigar & Candy Co LLP Mix Tobacco Food For Resale Supplies For Resale Paper & Plastic Bags | 64.61 1,179.97 30.20 150.00 273.74 | 04/23/2019 04/23/2019 04/23/2019 04/23/2019 04/23/2019 | Check Sequence: 21 609-497-9760-42540-0000 609-497-9760-42560-0000 609-497-9760-42550-0000 609-497-9760-42580-0000 609-497-9760-42100-0000 | ACH Enabled: False |
| | Check Total: | 1,698.52 | | | |
| Vendor: macbr | Brian Mack Entertainment Booked May 11, 2019 | 400.00 | 04/23/2019 | Check Sequence: 22 609-497-9770-43430-0000 | ACH Enabled: False |
| | Check Total: | 400.00 | | | |
| Vendor: negoc 290001 | Negoce Liquor | 251.46 | 04/23/2019 | Check Sequence: 23 609-497-9760-42510-0000 | ACH Enabled: False |
| | Check Total: | 251.46 | | | |
| Vendor: netbu 003150 | Network Business Supplies, Inc Receipt Paper - RWAS | 208.93 | 04/23/2019 | Check Sequence: 24 609-497-9760-42100-0000 | ACH Enabled: False |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---------------|---------------------------|----------|--------------|-------------------------|--------------------|
| | Check Total: | 208.93 | | | |
| Vendor: pauso | Paustis & Sons | | | Check Sequence: 25 | ACH Enabled: False |
| 47154 | Wine | 1,402.31 | 04/23/2019 | 609-497-9760-42530-0000 | |
| 47155 | Liquor | 29.00 | 04/23/2019 | 609-497-9760-42510-0000 | |
| | Check Total: | 1,431.31 | | | |
| Vendor: phiwi | Phillips Wine & Spirits | | | Check Sequence: 26 | ACH Enabled: False |
| 2509009 | Wine | 1,487.00 | 04/23/2019 | 609-497-9760-42530-0000 | |
| 2531657 | Wine | 75.60 | 04/23/2019 | 609-497-9760-42530-0000 | |
| 2531721 | Liquor | 2,329.75 | 04/23/2019 | 609-497-9760-42510-0000 | |
| 2531722 | Wine | 428.00 | 04/23/2019 | 609-497-9760-42530-0000 | |
| 2535455 | Wine | 151.20 | 04/23/2019 | 609-497-9760-42530-0000 | |
| 2535461 | Liquor | 649.06 | 04/23/2019 | 609-497-9770-42510-0000 | |
| 2535513 | Liquor | 622.85 | 04/23/2019 | 609-497-9760-42510-0000 | |
| 2535514 | Wine | 1,214.25 | 04/23/2019 | 609-497-9760-42530-0000 | |
| 2535515 | Mix | 58.80 | 04/23/2019 | 609-497-9760-42540-0000 | |
| | Check Total: | 7,016.51 | | | |
| Vendor: repso | Replenishment Solutions | | | Check Sequence: 27 | ACH Enabled: False |
| 2272259 | Beer | 58.00 | 04/23/2019 | 609-497-9760-42520-0000 | |
| | Check Total: | 58.00 | | | |
| Vendor: souwi | Southern Wine & Spirits | | | Check Sequence: 28 | ACH Enabled: False |
| 1804023 | Liquor | 1,906.83 | 04/23/2019 | 609-497-9760-42510-0000 | |
| 1804024 | Wine | 320.00 | 04/23/2019 | 609-497-9760-42530-0000 | |
| 1806420 | Bar Liquor | 630.00 | 04/23/2019 | 609-497-9770-42510-0000 | |
| 1806631 | Liquor | 321.52 | 04/23/2019 | 609-497-9760-42510-0000 | |
| 1806632 | Liquor | 3,431.54 | 04/23/2019 | 609-497-9760-42510-0000 | |
| 1806633 | Mix | 77.74 | 04/23/2019 | 609-497-9760-42540-0000 | |
| | Check Total: | 6,687.63 | | | |
| Vendor: tdand | T. D. Anderson Inc. | | | Check Sequence: 29 | ACH Enabled: False |
| 381607 | Tap Cleaning - April | 60.00 | 04/23/2019 | 609-497-9770-44010-0000 | |
| | Check Total: | 60.00 | | | |
| Vendor: theam | The American Bottling Co. | | | Check Sequence: 30 | ACH Enabled: False |
| 3569303523 | Pop / Mix | 328.10 | 04/23/2019 | 609-497-9760-42540-0000 | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---------------|--------------------------------|------------|--------------|-------------------------|--------------------|
| | Check Total: | 328.10 | | | |
| Vendor: vartr | Varner Transportation LLC | | | Check Sequence: 31 | ACH Enabled: False |
| 37416 | Freight - March | 370.00 | 04/23/2019 | 609-497-9760-42590-0000 | |
| 38593 | Freight - March | 475.00 | 04/23/2019 | 609-497-9760-42590-0000 | |
| 38607 | Freight - March | 305.00 | 04/23/2019 | 609-497-9760-42590-0000 | |
| 38624 | Freight - March | 452.50 | 04/23/2019 | 609-497-9760-42590-0000 | |
| | Check Total: | 1,602.50 | | | |
| Vendor: verwi | Verizon Wireless Services, LLC | | | Check Sequence: 32 | ACH Enabled: False |
| 9826792100 | RWAS Cell Phones - March | 51.00 | 04/23/2019 | 609-497-9760-43210-0000 | |
| 9826792100 | MUNI Cell Phones - March | 51.00 | 04/23/2019 | 609-497-9770-43210-0000 | |
| | Check Total: | 102.00 | | | |
| Vendor: winme | Wine Merchants | | | Check Sequence: 33 | ACH Enabled: False |
| 7229927 | Wine | 752.00 | 04/23/2019 | 609-497-9760-42530-0000 | |
| | Check Total: | 752.00 | | | |
| Vendor: xcele | Xcel Energy | | | Check Sequence: 34 | ACH Enabled: False |
| 51-6755987-1 | Muni Electric - March 2019 | 794.30 | 04/23/2019 | 609-497-9770-43810-0000 | |
| | Check Total: | 794.30 | | | |
| | Total for Check Run: | 125,463.46 | | | |
| | Total of Number of Checks: | 34 | | | |



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: April 23, 2019

Agenda Item: No. 5.3

Subject: Approve Dayroom Lease Contract with North Memorial Health Care

Prepared By: Brad Feist, Fire Chief/Emergency Management Director

Recommended City Council Action

Motion to approve the Dayroom Lease Contract with North Memorial Health Care.

Overview / Background

In 2011, the City of Rogers entered into a lease agreement with North Memorial Health Care to provide a space at Fire Station #1 for paramedics to standby for calls in the City of Rogers. To date, the agreement has worked very well and North EMS continues to schedule paramedic rigs to the Rogers area.

Shannon Gollnick, Director of Metro Operations, and I reviewed the existing contract and I am recommending no increase in rent for the next two years. If approved as written, the rental agreement fee will be \$4800 per year and the rent payment is due the 1st of the month and payable in \$400.00 installments.

The New Lease Agreement shall commence on May 1st, 2019 and continue until April 30th, 2021.

Staff Recommendation

Motion to approve the Dayroom Lease Contract between the City of Rogers and North Memorial Health Care.

ATTACHMENTS:

Description

Dayroom Lease Agreement between the City of Rogers and North Memorial Health Care

LEASE

THIS LEASE, made and entered into as of May 1st, 2019 by and between CITY OF ROGERS, "Lessor", and NORTH MEMORIAL HEALTH CARE, a Minnesota non-profit corporation, "Lessee".

WITNESSETH:

WHEREAS, Lessor owns suitable for ambulance operations that he wishes to lease and Lessee requires a base to operate an ambulance service in the community of Rogers, MN, the parties intend to enter into this lease. Said property is located at 21201 Memorial Drive, Rogers, 55374, located in the County of Hennepin, in the State of Minnesota, said premises to be used by Tenant and Rogers Fire personnel as a dayroom.

NOW, THEREFORE, in consideration of the mutual benefits and covenants herein contained, it is mutually agreed that:

Section 1. Premises

1.1 The dayroom space is located in Rogers Fire Station #1, is under the mezzanine. This space is approximately 440 square feet and is fully carpeted. The purpose of the dayroom is to provide a space for North Paramedics and Rogers Fire personnel to standby for emergency calls. The dayroom area will be equipped with a room heater, kitchen area with refrigerator, microwave, washing sink, and cable T.V. connection. The Lessee paramedic rig will be parked outside in the west parking lot of the fire station.

Section 2. Covenants

2.1 Lessee shall use the Premises only for an area to standby for emergency calls, complete/review EMS run reports, and prepare food during their shift.

2.2 Lessee hereby agrees to perform each and every obligation, duty, and covenant of Lessor as Tenant under the lease with respect to the Premises accruing after the commencement date of this lease.

2.3 Lessee shall make no modifications, alterations or improvements to the Premises without in each case receiving the prior written approval of Lessor, which approval shall not be unreasonably withheld, provided, Lessee shall pay the cost of all such modifications, alterations, or improvements. Upon the expiration of this lease or the earlier termination hereof, all such improvements shall be the property of Lessor excluding, however, trade fixtures, which shall remain Lessee's property.

2.4 Upon reasonable prior notice to Lessee, Lessor shall have the right to enter upon and inspect the Premises from time to time during the term hereof, and,

upon reasonable notice to Lessee, to make any repairs deemed necessary by Lessor without abatement of rent, provided, however, that Lessor shall not, during the course of any such inspection or repairs, unreasonably interfere with Lessee's use and enjoyment of the Premises.

2.5 Lessor shall be responsible at its sole cost and expense, without reimbursement from Lessee, for repair, maintenance and replacement of the structural elements of the Premises, except where such repairs and maintenance are occasioned by the negligence or misconduct of Tenant, its officers, agents, employees or invitees.

2.6 Subject to ordinary wear and tear, Lessee shall keep the Premises in a safe, neat, clean and presentable condition at all times and promptly repair any damage occasioned by Lessee, its agents, servants, employees or invitees. Lessee shall be responsible for all snow and ice removal from the premises.

2.7 Insurance:

a. Workers' Compensation. Tenant must maintain Workers' Compensation insurance in compliance with all applicable state statutory limits. The policy shall also provide Employer's Liability coverage with limits of not less than \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease, policy limit and \$1,000,000 bodily injury by disease, each employee.

b. General Liability. Tenant must maintain an occurrence form Comprehensive General Liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage – broad form, and personal injury for the hazards of premises/operations, broad form contractual, independent contracts, and products/completed operation.

Tenant must maintain aforementioned Comprehensive General Liability coverage with limits of liability not less than \$1,500,000 each occurrence; \$1,500,000 personal and advertising injury; \$2,000,000 general aggregate, then \$2,000,000 products and completed operations aggregate. These limits may be satisfied by the comprehensive general liability coverage or in combination with an umbrella or excess liability policy, provided coverage by the umbrella or excess policy is no less than the underlying comprehensive general liability coverage.

The City of Rogers will be named as Additional Insured. Additional insured coverage shall apply as Primary insurance and Non Contributory with respect to the City of Rogers. Additionally we require that your business will carry completed operations insurance per Minnesota statute. Contractor shall obtain from its insurers a waiver of subrogation in favor of the City of Rogers with respect to losses arising out of or in connection with the work.

- c. Automobile Liability. Tenant must carry automobile liability coverage. Coverage shall afford total liability limits for bodily injury liability and property damage liability in the amount of \$1,500,000 per accident. The liability limits may be afforded under a Commercial Policy, or in combination with an umbrella or Excess Policy provided coverage of ridges afforded by the Umbrella Excess Policy is not less than the underlying Commercial Auto Liability coverage.

Coverage shall be provided for bodily injury and property damage for the ownership use, maintenance or operation of all owned, non-owned and hired automobiles.

The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists' coverage.

- d. Tenant's Property Insurance. Tenant must keep in force during the term of the Lease a policy covering damages to its property at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.
- e. Additional Insured – Certificate of Insurance. Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A+ or better) by Best Insurance Guide, licensed to do business in the state of Minnesota, which includes all coverage required in this Paragraph 10. Tenants will name Landlord as an Additional Insured on the General Liability and Commercial Automobile Liability Policies. The Certificate(s) shall also provide the coverage may not be canceled non-renewed, or materially changed without thirty (30) days prior to written notice to landlord.
- f. Waiver of Claims; Subrogation. Each of Landlord and Tenant hereby Releases the other from any and all liability or responsibility to the other or any claiming through or under it by way of subrogation or otherwise for any loss or damage that may occur to the Leased Premises or any improvements thereto, or the Structure or any improvements thereto, or any property of such party therein, by reason of fire or any other cause which could be insured against under the terms of standard fire and extended coverage (all-risk) insurance policies, regardless of cause or origin, including fault or negligence of the other party hereto, or anyone for whom such party may be responsible. Each party shall cause each insurance policy obtained by it to provide that the insurer waives all right of recovery by way of subrogation against either party hereto in connection with damaged covered by such policy. The releases in this Section will be effective whether or not the loss was actually covered by insurance.

Tenant assumes all risk of loss or damage of Tenant's property or leasehold improvements within the Leased Premises, including any loss or damages caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or other cause. Landlord will not be liable to Tenant, or its employees, for loss of or damage to any property in or at the Leased Premises or the Structure.

- g. Damage or Destruction. If the Leased Premises is destroyed or damaged, so as, in Tenant's judgment, to hinder its effective use of the Dayroom Facilities, Tenant may elect to terminate this Lease upon thirty (30) days' written notice to the Landlord. In the event Tenant elects to terminate this Lease, Tenant shall be entitled to reimbursement of any prepared rent covering the period subsequent to the date of damage to or destruction of Leased Premises.

2.8 Lessor shall cause to be maintained casualty insurance on the Premise in at least the amount of the full replacement value of the Premises.

2.9 Upon termination of this lease. Lessee shall remove itself and all of Lessee's inventory, trade fixtures, personal property and equipment from the Premises; provided, that Lessee shall, at its own expense, repair any damage occasioned by such removal, and shall surrender the Premises to Lessor in the same condition as on the date hereof received except for normal wear and tear, casualty loss and Lessor's maintenance obligations.

2.10 So long as Lessee performs and observes all of the covenants, agreements, terms and conditions hereof on the part of Lessee to be performed and observed, Lessor covenants that Lessee shall peacefully have and enjoy the Premises without hindrance or interference by Lessor or the Owner.

2.11 Less agrees to indemnify, defend and hold Lessor and the Owner and their respective officers, employees and agents harmless against any loss, liability, damages and expense (including reasonable attorney's fees) arising out of or resulting from Lessee's use or occupancy of the Premises, or caused by any act or omission of Lessee, its officers, employees, agents, invitees and representatives except to the extent such loss, liability, damage or expense is covered by insurance maintained by Lessor or required to be maintained by Lessor and except that Lessee shall not be liable for any of the foregoing if due to any act or omission of Lessor or the Owner, or their respective officers, employees, agents, invitees or representatives.

2.12 Lessor agrees to indemnify, defend and hold Lessee and its directors, officers, employees, agents and representatives harmless from and against all loss, liability, damages and expense (including reasonable attorney's fees) caused by any act or omission of Lessor, its officers, employees, agents, invitees and representatives, except to the extent such loss, liability, damage or expense is covered by insurance

maintained by Lessor. Lessor and Lessee hereby waive against the other any claims, liabilities or damages arising from or caused by any hazard covered by the insurance maintained or required to be maintained by the waiving party.

2.13 Notice. Any notice required to be given pursuant to this Agreement shall be deemed to be properly provided if in writing and either personally delivered or sent by registered or certified mail, postage prepaid, to the Party for which it is intended at the address for such Party set forth on the cover page of this Agreement, unless notice of a different address is provided pursuant to this Section.

2.14 Entire Agreement; Amendment. The Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements relating to the same subject matter. The Agreement may be amended only in writing signed by each of the Parties.

2.15 This Agreement shall be binding upon and be enforceable against the Parties and their respective heirs, successors and assigns.

2.16 Governing Law. This Agreement is made in and shall be construed under the laws of the State of Minnesota.

2.17 Severability. In the event any provision or provisions of the Agreement are declared invalid, the remainder of the Agreement shall remain in full force and effect as if the invalid provision or provisions had never been a part of this Agreement.

2.18 No Waiver. This failure of either Party to complain of any default by the other Party hereunder or to enforce any of such Party's rights hereunder, no matter how long such failure may continue, shall never constitute a waiver of such Party's rights hereunder, including the right to seek monetary damages for a default. No waiver of any provision hereof shall constitute a waiver of any other provision hereof, nor a waiver of the same provision at any subsequent time.

Section 3. Term

3.1 The term of this lease and any obligation of Lessee to pay rent or any other sums owing hereunder, shall commence on May 1st, 2019 and continue until April 30th, 2021.

Section 4. Rent

4.1 Beginning on the commencement date when this lease commences, Lessee shall pay to Lessor annual rent in the amount of \$4,800.00. Rent is due on the 1st of the month and payable in \$400.00 installments. The first and last monthly payments are due at the signing of the Lease.

4.2 Lessee shall pay for all utility charges as they become due, including those for sewer, water, gas and electricity.

IN WITNESS WHEREOF, the parties have duly executed this Lease as of the day and year first above written.

LESSOR:

City of Rogers


By: _____

Its Partner

Date: _____

LESSEE:

NORTH MEMORIAL HEALTH CARE
A Minnesota Non-Profit Corporation

By:  _____

Its Partner:

Date: 4/1/19 _____



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: April 23, 2019

Agenda Item: No. 5.4

Subject: Approve Resolution No. 2019-34, A Resolution Authorizing Application and Execution of Volkswagen Settlement On-Road Replacement Grant

Prepared By: John Seifert; Public Works Director

Recommended City Council Action

Motion to approve Resolution No. 2019-34, A Resolution Authorizing Application and Execution of Volkswagen Settlement On-Road Replacement Grant.

Overview / Background

In 2016 Volkswagen (VW) Corporation was caught violating air pollution standards for nitrogen oxides (NOX) in its diesel cars and SUVs. Their vehicles were producing 30-40 times more pollution than allowed by law. The federal government took VW to court and on October 2, 2017, the Department of Justice and VW signed a \$15 billion settlement. Minnesota's share is \$47 million. Governor Dayton designated the Minnesota Pollution Control Agency (MPCA) to manage the settlement funds, which will be spent over 10 years on projects to offset the excess pollution from the violating vehicles.

Because VW's violations involved diesel models, the settlement will fund pollution reductions from diesel vehicles. States and tribes can only use the funds on activities outlined in the settlement, most of which involve replacing older diesel vehicles or equipment with new ones that produce far less pollution. The replacements can use any fuel, including diesel, propane, natural gas, and electricity. Included in the replacements allowed under the settlement are heavy-duty and medium-duty trucks.

All funds must be spent or committed to approved projects by October 2, 2027. The MPCA will use the state's settlement funds to support a healthy environment for all Minnesotans and achieve significant emissions reductions across the state, especially in those communities most impacted by vehicle pollution.

The State of Minnesota grant currently available will offer incentive awards of up to 25% of the replacement cost or \$40,000, whichever is less. The area of "Clean Heavy-Duty On-Road Vehicle Program" allows for new transit buses, delivery trucks, box trucks, cement trucks, garbage trucks and municipal plow trucks.

Staff is requesting authorization to apply for the Volkswagen Settlement On-Road Replacement Grant to reduce the costs of replacement of a City plow truck currently on the replacement schedule for 2020. If awarded, the chassis savings of up to \$40,000 would allow for a late 2019 Chassis purchase.

Staff Recommendation

Motion to approve Resolution No. 2019-34, A Resolution Authorizing Application and Execution of Volkswagen Settlement On-Road Replacement Grant.

Financial Impact: \$40,000
Savings

Budgeted? Yes

Source Fund: Equipment
Fund

Notes:

Replacement Scheduled for 2020

ATTACHMENTS:

Description

Res. 2019-34 Auth App and Execution of VW Settlement On-Road Replacement Grant

Resolution No. 2019 – 34

**A RESOLUTION AUTHORIZING APPLICATION AND EXECUTION OF
VOLKSWAGEN SETTLEMENT ON-ROAD REPLACEMENT GRANT**

WHEREAS, there is a \$3.7 million Volkswagen Settlement On-Road Replacement Grant which will be available for 1992 to 2009 on-road trucks and transit buses, classes 4-8. The grant will offer incentive awards of up to 25% of the replacement cost or \$40,000, whichever is less, for new transit buses and local delivery trucks including short-haul, box trucks, cement trucks and garbage trucks; and

WHEREAS, Staff is requesting authorization to apply for the Volkswagen Settlement On-Road Replacement Grant; and

WHEREAS, The Volkswagen Settlement On-Road Replacement Grant would reduce the costs to replace one of our plow trucks currently on the replacement schedule.

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

RESOLVED, that the Rogers City Council hereby authorizes City Staff to apply for the above-referenced grant.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Volkswagen Settlement On-Road Replacement Grant.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 23rd day of April, 2019.

Mayor

ATTEST:

City Clerk



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: April 23, 2019

Agenda Item: No. 5.5

Subject: Accept Improvements and Approve Final Payment for the Rogers Drive Reconstruction Project (Phase 2)

Prepared By: Bret A. Weiss, City Engineer

Recommended City Council Action

Staff recommends the following motion:

- Accept improvements and approve final payment in the amount of \$65,924.81 to Hardrives, Inc. for the Rogers Drive Reconstruction Project (Phase 2).

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 project included the widening of 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. Change Order 1 was approved by Council to widen the southbound/eastbound roadway to add an additional lane for accommodating truck turning movements into the Travel Center.

The final payment request represents the final quantities completed and the release of the retainage on the contract. The final construction cost totals \$664,607.87 which is \$6.18 under the contract amount of \$664,614.05. A previous Change Order was approved at an earlier Council Meeting in April to address a cost overrun related to the quantity of oil used for the underseal.

All construction and punch list items have been completed and have been inspected by the City and WSB staff and are in conformance with the project specifications. Any restoration maintenance that may need to be completed following the acceptance of this project will be done through the maintenance bond.

The contractor has submitted all of the following documents, which have been forwarded to the City for final release of payment.

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

4. One-year maintenance bond.

Staff Recommendation

Staff recommends approving final payment in the amount of \$65,924.81 to Hardrives, Inc.

Financial Impact: \$65,924.81 **Budgeted?** Yes

Source Fund: Fund 402,
Franchise Fees, State Aid

Notes:

ATTACHMENTS:

Description

Final Pay Voucher

Letter of Recommendation



CITY OF ROGERS

22350 South Diamond Lake Road

Rogers, MN 55374-9336

Project 03193-35 - ROGR - Rogers Drive Reconstruction (Phase 2)

Final Pay Voucher No. 4

Contractor: Hardrives, Inc. (Rogers)
14475 Quiram Drive
Rogers, MN 55374

Contract No.
Vendor No.
For Period: 12/2/2017 - 4/15/2019
Warrant # _____ Date _____

Contract Amounts

| | |
|-------------------|--------------|
| Original Contract | \$575,326.21 |
| Contract Changes | \$89,287.84 |
| Revised Contract | \$664,614.05 |

Work Certified To Date

| | |
|------------------------|--------------|
| Base Bid Items | \$572,253.80 |
| Backsheet | \$0.00 |
| Change Order | \$92,354.07 |
| Supplemental Agreement | \$0.00 |
| Work Order | \$0.00 |
| Material On Hand | \$0.00 |
| Total | \$664,607.87 |

Funds Encumbered

| | |
|------------|--------------|
| Original | \$575,326.21 |
| Additional | N/A |
| Total | \$575,326.21 |

| | Work Certified This Pay Voucher | Work Certified To Date | Less Amount Retained | Less Previous Payments | Amount Paid This Pay Voucher | Total Amount Paid To Date |
|------------------------------------|------------------------------------|---------------------------|-------------------------|---------------------------|---------------------------------|------------------------------|
| 03193-35 | \$34,415.17 | \$664,607.87 | \$0.00 | \$598,683.06 | \$65,924.81 | \$664,607.87 |
| Percent Retained: 0.0000% | | | | | | |
| Amount Paid This Final Pay Voucher | | | | | \$65,924.81 | |

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

Recommended for Approval by:
WSB

Construction Observer:

Approved by Contractor:
Hardrives, Inc.

Approved by Owner:
City of Rogers

Date:

03193-35 Payment Summary

| No. | From Date | To Date | Work Certified Per Pay Voucher | Amount Retained Per Pay Voucher | Amount Paid Per Pay Voucher |
|----------------|------------|------------|-----------------------------------|------------------------------------|--------------------------------|
| 1 | 08/01/2017 | 09/29/2017 | \$365,777.75 | \$18,288.89 | \$347,488.86 |
| 2 | 09/30/2017 | 10/27/2017 | \$251,770.17 | \$12,588.51 | \$239,181.66 |
| 3 | 10/28/2017 | 12/01/2017 | \$12,644.78 | \$632.24 | \$12,012.54 |
| 4 | 12/02/2017 | 04/15/2019 | \$34,415.17 | (\$31,509.64) | \$65,924.81 |
| Totals: | | | \$664,607.87 | \$0.00 | \$664,607.87 |

03193-35 Funding Category Report

| Funding Category No. | Work Certified To Date | Less Amount Retained | Less Previous Payments | Amount Paid This Pay Voucher | Total Amount Paid To Date |
|----------------------------|------------------------------|----------------------------|------------------------------|------------------------------------|---------------------------------|
| 001 | 209,130.61 | 0.00 | 162,057.89 | 47,072.72 | 209,130.61 |
| 002 | 60,540.66 | 0.00 | 57,016.62 | 3,524.04 | 60,540.66 |
| 003 | 394,936.59 | 0.00 | 379,608.52 | 15,328.06 | 394,936.59 |
| Totals: | \$664,607.86 | \$0.00 | \$598,683.04 | \$65,924.82 | \$664,607.86 |

03193-35 Funding Source Report

| Accounting No. | Funding Source | Amount Paid This Pay Voucher | Revised Contract Amount | Funds Encumbered To Date | Paid To Contractor To Date |
|-------------------|-------------------|------------------------------------|-------------------------------|--------------------------------|----------------------------------|
| 01 | State | 47,072.72 | 231,188.54 | 213,840.14 | 209,130.61 |
| 02 | State | 3,524.04 | 65,345.11 | 65,345.11 | 60,540.66 |
| 03 | Local | 15,328.06 | 368,080.39 | 296,140.95 | 394,936.59 |
| Totals: | | \$65,924.82 | \$664,614.05 | \$575,326.21 | \$664,607.86 |

03193-35 Project Material Status

| Line | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Pay Voucher | Amount This Pay Voucher | Quantity To Date | Amount To Date |
|----------------------------------|----------|---------------------------------------|-------|-------------|-------------------|---------------------------|-------------------------|------------------|----------------|
| ROGERS DRIVE IMPROVEMENTS | | | | | | | | | |
| 1 | 2021.501 | MOBILIZATION | LS | \$40,961.35 | 1 | 0.25 | \$10,240.34 | 1 | \$40,961.35 |
| 2 | 2104.501 | REMOVE SEWER PIPE (STORM) | L F | \$12.70 | 209 | 0 | \$0.00 | 257 | \$3,263.90 |
| 3 | 2104.501 | REMOVE CONCRETE CURB | L F | \$4.06 | 918 | 0 | \$0.00 | 1253 | \$5,087.18 |
| 4 | 2104.503 | REMOVE CONCRETE DRIVEWAY PAVEMENT | S F | \$2.03 | 490 | 0 | \$0.00 | 107.2 | \$217.62 |
| 5 | 2104.503 | REMOVE CONCRETE MEDIAN | S F | \$2.03 | 800 | 0 | \$0.00 | 991.4 | \$2,012.54 |
| 6 | 2104.503 | REMOVE BITUMINOUS PAVEMENT | S F | \$1.02 | 2827 | 0 | \$0.00 | 3313 | \$3,379.26 |
| 7 | 2104.503 | REMOVE BITUMINOUS DRIVEWAY PAVEMENT | S F | \$1.02 | 6822 | 1479.5 | \$1,509.09 | 7428.4 | \$7,576.97 |
| 8 | 2104.509 | REMOVE CASTING | EACH | \$152.38 | 2 | 0 | \$0.00 | 3 | \$457.14 |
| 9 | 2104.509 | REMOVE DRAINAGE STRUCTURE | EACH | \$507.92 | 1 | 0 | \$0.00 | 1 | \$507.92 |
| 10 | 2104.509 | REMOVE SIGN TYPE C | EACH | \$25.40 | 29 | 0 | \$0.00 | 29 | \$736.60 |
| 11 | 2104.511 | SAWING CONCRETE PAVEMENT (FULL DEPTH) | L F | \$5.08 | 150 | 0 | \$0.00 | 137 | \$695.96 |
| 12 | 2104.513 | SAWING BIT PAVEMENT (FULL DEPTH) | L F | \$1.78 | 3407 | 0 | \$0.00 | 3651.8 | \$6,500.20 |
| 13 | 2104.523 | SALVAGE CASTING | EACH | \$101.59 | 2 | 0 | \$0.00 | 2 | \$203.18 |
| 14 | 2104.523 | SALVAGE LIGHTING UNIT | EACH | \$507.92 | 1 | 0 | \$0.00 | 1 | \$507.92 |
| 15 | 2104.523 | SALVAGE SIGN TYPE C | EACH | \$25.40 | 1 | 0 | \$0.00 | 1 | \$25.40 |
| 16 | 2104.523 | SALVAGE SIGN TYPE SPECIAL | EACH | \$25.40 | 3 | 0 | \$0.00 | 3 | \$76.20 |
| 17 | 2104.523 | SALVAGE MAIL BOX SUPPORT | EACH | \$50.79 | 4 | 0 | \$0.00 | 3 | \$152.37 |
| 18 | 2105.501 | COMMON EXCAVATION | C Y | \$12.19 | 1531 | 0 | \$0.00 | 1616.8 | \$19,708.79 |

03193-35 Project Material Status

| Line | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Pay Voucher | Amount This Pay Voucher | Quantity To Date | Amount To Date |
|------|----------|--|-------|------------|-------------------|---------------------------|-------------------------|------------------|----------------|
| | | (EV) | | | | | | | |
| 19 | 2105.507 | SUBGRADE EXCAVATION | C Y | \$12.19 | 749 | 0 | \$0.00 | 0 | \$0.00 |
| 20 | 2105.522 | SELECT GRANULAR BORROW (CV) | C Y | \$16.25 | 749 | 212 | \$3,445.00 | 480.3 | \$7,804.88 |
| 21 | 2105.607 | COMMON EMBANKMENT (CV) | C Y | \$6.10 | 441 | 0 | \$0.00 | 441 | \$2,690.10 |
| 22 | 2123.610 | STREET SWEEPER (WITH PICKUP BROOM) | HOURL | \$152.27 | 40 | 0 | \$0.00 | 0 | \$0.00 |
| 23 | 2130.501 | WATER | MGAL | \$15.54 | 10 | 0 | \$0.00 | 0 | \$0.00 |
| 24 | 2211.501 | AGGREGATE BASE CLASS 5 | TON | \$15.24 | 986 | 1075.73 | \$16,394.13 | 2061.73 | \$31,420.77 |
| 25 | 2221.501 | SHOULDER BASE AGGREGATE CLASS 2 | TON | \$32.21 | 198 | 0 | \$0.00 | 67.96 | \$2,188.99 |
| 26 | 2232.501 | MILL BITUMINOUS SURFACE (2.0") | S Y | \$1.21 | 20905 | 0 | \$0.00 | 21906 | \$26,506.26 |
| 27 | 2331.603 | JOINT ADHESIVE | L F | \$0.95 | 1613 | 0 | \$0.00 | 16581 | \$15,751.95 |
| 28 | 2356.505 | BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2P) | GAL | \$7.11 | 2613 | -2440 | (\$17,348.40) | 5430 | \$38,607.30 |
| 29 | 2356.604 | SEAL COAT AGGREGATE FA-3 CLASS 1 (TRAP ROCK) | S Y | \$0.10 | 20905 | 0 | \$0.00 | 21660 | \$2,166.00 |
| 30 | 2357.502 | BITUMINOUS MATERIAL FOR TACK COAT | GAL | \$1.43 | 2174 | 0 | \$0.00 | 1250 | \$1,787.50 |
| 31 | 2360.501 | TYPE SP 12.5 WEARING COURSE MIX (4,F) | TON | \$62.09 | 3083 | 0 | \$0.00 | 2925.55 | \$181,647.40 |
| 32 | 2360.502 | TYPE SP 12.5 NON WEAR COURSE MIX (4,F) | TON | \$84.21 | 110 | 0 | \$0.00 | 215.33 | \$18,132.94 |
| 33 | 2501.515 | 15" RC PIPE APRON | EACH | \$914.26 | 2 | 0 | \$0.00 | 3 | \$2,742.78 |
| 34 | 2501.602 | TRASH GUARD FOR 15" PIPE APRON | EACH | \$609.51 | 2 | 0 | \$0.00 | 3 | \$1,828.53 |

03193-35 Project Material Status

| Line | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Pay Voucher | Amount This Pay Voucher | Quantity To Date | Amount To Date |
|------|----------|--------------------------------------|-------|------------|-------------------|---------------------------|-------------------------|------------------|----------------|
| 35 | 2502.541 | 4" PERF PE PIPE DRAIN | L F | \$7.62 | 493 | 0 | \$0.00 | 493 | \$3,756.66 |
| 36 | 2503.511 | 15" RC PIPE SEWER CLASS V | L F | \$30.48 | 388 | 7 | \$213.36 | 391 | \$11,917.68 |
| 37 | 2503.511 | 18" RC PIPE SEWER CLASS V | L F | \$40.63 | 327 | 3 | \$121.89 | 322 | \$13,082.86 |
| 38 | 2503.511 | 36" RC PIPE SEWER CLASS III | L F | \$101.58 | 47 | 0 | \$0.00 | 48 | \$4,875.84 |
| 39 | 2503.602 | CONNECT TO EXISTING STORM SEWER | EACH | \$507.92 | 3 | 0 | \$0.00 | 3 | \$1,523.76 |
| 40 | 2504.602 | ADJUST GATE VALVE | EACH | \$507.92 | 1 | 0 | \$0.00 | 1 | \$507.92 |
| 41 | 2506.501 | CONST DRAINAGE STRUCTURE DESIGN H | L F | \$330.15 | 19.2 | 0 | \$0.00 | 13 | \$4,291.95 |
| 42 | 2506.501 | CONST DRAINAGE STRUCTURE DES 48-4020 | L F | \$355.55 | 27.3 | 5.25 | \$1,866.64 | 31.95 | \$11,359.82 |
| 43 | 2506.501 | CONST DRAINAGE STRUCTURE DES 60-4020 | L F | \$507.92 | 13.6 | 0.07 | \$35.55 | 6.57 | \$3,337.03 |
| 44 | 2506.501 | CONST DRAINAGE STRUCTURE DES 72-4020 | L F | \$609.51 | 7.6 | 0.8 | \$487.61 | 8.4 | \$5,119.88 |
| 45 | 2506.516 | CASTING ASSEMBLY | EACH | \$507.92 | 12 | 0 | \$0.00 | 11 | \$5,587.12 |
| 46 | 2506.521 | INSTALL CASTING | EACH | \$355.55 | 12 | 0 | \$0.00 | 13 | \$4,622.15 |
| 47 | 2506.522 | ADJUST FRAME & RING CASTING | EACH | \$558.71 | 3 | 0 | \$0.00 | 2 | \$1,117.42 |
| 48 | 2506.602 | RECONSTRUCT DRAINAGE STRUCTURE | EACH | \$1,269.81 | 2 | 0 | \$0.00 | 1 | \$1,269.81 |
| 49 | 2521.501 | 3" CONCRETE WALK | S F | \$6.45 | 400 | 0 | \$0.00 | 306.35 | \$1,975.96 |
| 50 | 2531.501 | CONCRETE CURB & GUTTER DESIGN B624 | L F | \$17.93 | 1321 | 0 | \$0.00 | 1405.6 | \$25,202.41 |
| 51 | 2540.602 | MAIL BOX | EACH | \$101.59 | 4 | 0 | \$0.00 | 3 | \$304.77 |

03193-35 Project Material Status

| Line | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Pay Voucher | Amount This Pay Voucher | Quantity To Date | Amount To Date |
|--|----------|--------------------------------------|-------|------------|-------------------|---------------------------|-------------------------|------------------|---------------------|
| 52 | 2545.602 | INSTALL LIGHTING UNIT | EACH | \$2,234.86 | 1 | 0 | \$0.00 | 1 | \$2,234.86 |
| 53 | 2563.601 | TRAFFIC CONTROL | LS | \$5,485.56 | 1 | 0 | \$0.00 | 1 | \$5,485.56 |
| 54 | 2563.602 | FLEXIBLE DELINEATOR TYPE A | EACH | \$101.59 | 2 | 0 | \$0.00 | 2 | \$203.18 |
| 55 | 2564.531 | SIGN PANELS TYPE C | S F | \$31.49 | 235 | 0 | \$0.00 | 181.5 | \$5,715.44 |
| 56 | 2564.537 | INSTALL SIGN TYPE C | EACH | \$101.58 | 1 | 1 | \$101.58 | 1 | \$101.58 |
| 57 | 2564.537 | INSTALL SIGN TYPE SPECIAL | EACH | \$126.98 | 3 | 0 | \$0.00 | 0 | \$0.00 |
| 58 | 2573.530 | STORM DRAIN INLET PROTECTION | EACH | \$91.43 | 23 | 0 | \$0.00 | 23 | \$2,102.89 |
| 59 | 2573.533 | SEDIMENT CONTROL LOG TYPE WOOD FIBER | L F | \$2.13 | 5128 | 0 | \$0.00 | 3023 | \$6,438.99 |
| 60 | 2573.535 | STABILIZED CONSTRUCTION EXIT | LS | \$1.02 | 1 | 0 | \$0.00 | 0 | \$0.00 |
| 61 | 2574.525 | COMMON TOPSOIL BORROW | C Y | \$10.16 | 1214 | 0 | \$0.00 | 449.5 | \$4,566.92 |
| 62 | 2575.501 | SEEDING | ACRE | \$7,136.31 | 3.4 | 0 | \$0.00 | 1.4 | \$9,990.83 |
| 63 | 2575.502 | SEED MIXTURE 25-141 | LB | \$6.40 | 101 | 0 | \$0.00 | 180 | \$1,152.00 |
| 64 | 2582.501 | PAVT MSSG EPOXY GR IN | S F | \$11.17 | 266 | 0 | \$0.00 | 266 | \$2,971.22 |
| 65 | 2582.502 | 4" SOLID LINE EPOXY | L F | \$0.25 | 5537 | 0 | \$0.00 | 3711.8 | \$927.95 |
| 66 | 2582.502 | 24" SOLID LINE EPOXY | L F | \$6.60 | 185 | 0 | \$0.00 | 103.6 | \$683.76 |
| 67 | 2582.502 | 4" BROKEN LINE EPOXY | L F | \$0.25 | 1305 | 0 | \$0.00 | 1020 | \$255.00 |
| 68 | 2582.502 | 4" DBLE SOLID LINE EPOXY | L F | \$0.51 | 1922 | 0 | \$0.00 | 1456.4 | \$742.76 |
| 69 | 2582.503 | CROSSWALK EPOXY GR IN | S F | \$7.44 | 540 | 0 | \$0.00 | 468 | \$3,481.92 |
| Totals For Section ROGERS DRIVE IMPROVEMENTS: | | | | | | | \$17,066.79 | | \$572,253.80 |
| Change Order 1 | | | | | | | | | |
| 70 | 2104.501 | REMOVE CONCRETE CURB | L F | \$4.06 | 473 | 0 | \$0.00 | 473.6 | \$1,922.82 |
| | | REMOVE | | | | | | | |

03193-35 Project Material Status

| Line | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Pay Voucher | Amount This Pay Voucher | Quantity To Date | Amount To Date |
|------|----------|--|-------|------------|-------------------|---------------------------|-------------------------|------------------|----------------|
| 71 | 2104.503 | CONCRETE MEDIAN | S F | \$2.03 | 1141 | 0 | \$0.00 | 1140.5 | \$2,315.22 |
| 72 | 2104.503 | REMOVE BITUMINOUS PAVEMENT | S F | \$1.02 | 1210 | 0 | \$0.00 | 1125 | \$1,147.50 |
| 73 | 2104.509 | REMOVE DRAINAGE STRUCTURE | EACH | \$507.92 | 1 | 0 | \$0.00 | 1 | \$507.92 |
| 74 | 2104.513 | SAWING BIT PAVEMENT (FULL DEPTH) | L F | \$1.78 | 1106 | 0 | \$0.00 | 1099 | \$1,956.22 |
| 75 | 2104.523 | SALVAGE CASTING | EACH | \$101.59 | 1 | 0 | \$0.00 | 1 | \$101.59 |
| 76 | 2104.523 | SALVAGE SIGN TYPE C | EACH | \$25.40 | 3 | 0 | \$0.00 | 3 | \$76.20 |
| 77 | 2105.501 | COMMON EXCAVATION (EV) | C Y | \$10.00 | 601 | 0 | \$0.00 | 862.6 | \$8,626.00 |
| 78 | 2105.507 | SUBGRADE EXCAVATION | C Y | \$12.19 | 360 | 0 | \$0.00 | 360 | \$4,388.40 |
| 79 | 2105.522 | SELECT GRANULAR BORROW (CV) | C Y | \$12.19 | 360 | 0 | \$0.00 | 360 | \$4,388.40 |
| 80 | 2211.501 | AGGREGATE BASE CLASS 5 | TON | \$15.24 | 522 | 0 | \$0.00 | 521.75 | \$7,951.47 |
| 81 | 2232.501 | MILL BITUMINOUS SURFACE (2.0") | S Y | \$2.00 | 76 | 0 | \$0.00 | 76 | \$152.00 |
| 82 | 2360.501 | TYPE SP 12.5 WEARING COURSE MIX (4,F) | TON | \$73.37 | 140 | 0 | \$0.00 | 140 | \$10,271.80 |
| 83 | 2360.502 | TYPE SP 12.5 NON WEAR COURSE MIX (4,F) | TON | \$91.68 | 80 | 0 | \$0.00 | 80.14 | \$7,347.24 |
| 84 | 2503.511 | 15" RC PIPE SEWER CLASS V | L F | \$30.48 | 5 | 0 | \$0.00 | 11 | \$335.28 |
| 85 | 2503.602 | CONNECT TO EXISTING STORM SEWER | EACH | \$507.92 | 1 | 0 | \$0.00 | 1 | \$507.92 |
| 86 | 2506.501 | CONST DRAINAGE STRUCTURE DESIGN H | L F | \$330.15 | 3.85 | 0 | \$0.00 | 4 | \$1,320.60 |
| 87 | 2506.521 | INSTALL CASTING | EACH | \$355.55 | 1 | 0 | \$0.00 | 1 | \$355.55 |
| | | CONCRETE | | | | | | | |

03193-35 Project Material Status

| Line | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Pay Voucher | Amount This Pay Voucher | Quantity To Date | Amount To Date |
|-----------------------------------|----------|--|-------|------------|-------------------|---------------------------|-------------------------|------------------|---------------------|
| 88 | 2531.501 | CURB & GUTTER DESIGN B624 | L F | \$17.93 | 1098 | 0 | \$0.00 | 1131 | \$20,278.83 |
| 89 | 2564.537 | INSTALL SIGN TYPE C | EACH | \$101.58 | 3 | 0 | \$0.00 | 1 | \$101.58 |
| 90 | 2575.501 | SEEDING | ACRE | \$7,136.31 | 0.1 | 0 | \$0.00 | 0.1 | \$713.63 |
| 91 | 2575.502 | SEED MIXTURE 25-141 | LB | \$6.40 | 20 | 0 | \$0.00 | 20 | \$128.00 |
| 92 | 2582.502 | 4" BROKEN LINE EPOXY | L F | \$0.25 | 774 | 0 | \$0.00 | 446 | \$111.50 |
| Totals For Change Order 1: | | | | | | | \$0.00 | | \$75,005.67 |
| Change Order 2 | | | | | | | | | |
| 93 | 2356.505 | BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2P) | GAL | \$7.11 | 2440 | 2440 | \$17,348.40 | 2440 | \$17,348.40 |
| Totals For Change Order 2: | | | | | | | \$17,348.40 | | \$17,348.40 |
| Project Totals: | | | | | | | \$34,415.19 | | \$664,607.87 |

03193-35 Contract Changes

| No. | Type | Date | Explanation | Estimated Amount | Amount Paid To Date |
|--------------------------------|--------------|-----------|--|--------------------|---------------------|
| CO1 | Change Order | 9/12/2017 | Change Order No. 1 (see change order document for details) | \$71,939.44 | \$75,005.67 |
| CO2 | Change Order | 4/3/2019 | Change Order No. 2 (see change order document for details) | \$17,348.40 | \$17,348.40 |
| Contract Change Totals: | | | | \$89,287.84 | \$92,354.07 |



April 23, 2019

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

Re: Construction Pay Voucher No. 4 (Final) and
Final Close-Out Documents
Rogers Drive Street Improvements Project (S.A.P. 238-110-001)
City of Rogers, MN
WSB Project No. 3193-350

Dear Mayor and Council Members:

Please find enclosed Construction Pay Voucher No. 4 and final (in triplicate) in the amount of \$65,924.81 for the above-referenced project. The final payment request represents the final quantities and the release of the retainage on the contract. The quantities completed to date have been reviewed and agreed upon by the contractor and WSB.

We recommend that the City of Rogers approve Construction Pay Voucher No. 4 and final for Hardrives, Inc. at the April 23, 2019, City Council meeting. Once processed, please keep one copy for your records, forward one copy to the contractor, and return one copy to our office. Enclosed is the documentation required for releasing final payment for the above-referenced project as listed below:

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

This project will be considered for acceptance by the City Council on April 23, 2019. The maintenance period will be in effect from April 23, 2019, until April 23, 2020.

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

Sincerely,

WSB


Jennifer D. Edison, PE
Project Manager

Enclosures

cc: John Seifert, City of Rogers
Stacy Scharber, City of Rogers
Steve Stahmer, City of Rogers
Lisa Herbert, City of Rogers (w/original maintenance bond)
Geri Fournier, City of Rogers
Chad Hamann, Hardrives, Inc.

srb



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: April 23, 2019

Agenda Item: No. 5.6

Subject: Approve Resolution No. 2019-35, A Resolution Granting Approval of a Special Home Occupation for the Purpose of Conducting an At-Home Salon at 13145 Basswood Lane

Prepared By: Amy Patnode, Associate Planner

Recommended City Council Action

Motion to approve Resolution No. 2019-35, A Resolution Granting Approval of a Special Home Occupation for the Purpose of Conducting an At-Home Salon at 13145 Basswood Lane.

Overview / Background

Stephanie Booker (Applicant) is seeking approval of a Special Home Occupation to operate an at-home salon, located at 13145 Basswood Lane (Subject Property).

This application was received on February 25, 2019. The statutory 15-day review ended on March 15, 2019 and the 60-day statutory review ends on July 13, 2019.

Primary Issues to Consider

1. Land Use and Zoning
2. Home Occupation
3. Application Request & Site Information

Analysis of Primary Issues

1. Land Use and Zoning

The Subject Property is zoned Single Family Residential (R-2) and guided for Low Density Residential in the 2030 Comprehensive Plan. The draft 2040 Comprehensive Plan also guides this property as Low Density Residential. The proposed license is an allowed use within the R-2 zoning district.

This type of use is allowed by both the Comprehensive Plan and Zoning.

2. Home Occupation

The City of Rogers has three different types of home occupations that are allowed in residential areas: Home Occupation, Special Home Occupation, and Extended Home Occupation. Home Occupations are permitted if the homeowner meets all standards as listed in code [§125-36(b)], and does not need to apply for any type of application. A Special Home Occupation is allowed by Planning Commission and City Council approval. The Special Home Occupation is more lenient than a permitted Home Occupation but stricter than an Extended Home Occupation.

Standards for Special Home Occupation [§125-36(b)] are:

a. Required conditions for special home occupations.

1. Special home occupations shall be conducted only in single-family detached dwellings.
2. All requirements applicable to permitted home occupations in section (b)(1), unless specifically modified by the terms of this section.
3. A scaled site plan and description of the home occupation shall be reviewed by the zoning administrator;
4. The occupation or occupations shall not use more than 20 percent of the floor area of the home (excluding the garage area);
5. No part of any detached garage or accessory building can be used for the occupation;
6. The home occupation is conducted entirely by the occupants of the home and up to one nonresident employee;
7. No direct sale of goods to the consumer are allowed to occur at the home occupation site, except for stock-in-trade items related to a business service;
8. Up to one vehicle associated with the home occupation with a gross vehicle weight under four tons may be parked on the home property. Home occupations shall not create a parking demand in excess of that which can be accommodated in an existing driveway or guest parking area, and shall meet all parking requirements pursuant to section 42-143;
9. One on-premise sign advertising the business which shall meet area, height, setbacks and other performance standards pursuant to chapter 113 of the zoning ordinance; and
10. Any special home occupation which may be expected to generate waste atypical of domestic residential uses shall prepare a waste disposal plan for approval by the city.

The third type of home occupation is the Extended Home Occupation. This use is only allowed in the rural zoned properties and require approval by way of Interim Use Permits.

3. Applicant Request & Site Information

The Subject Property is located on 5.49 acres. The general neighborhood in which the Subject Property is located has bigger than normal properties for the R-2 district. The eight (8) neighbors with access off the cul-de-sac road have lots ranging from .89 acres to 5.8 acres. The Subject Property has a well and septic system; City utilities are near the property but has not been extended through Basswood Lane. There are no immediate plans to extend utilities to the Basswood Lane properties. The property has a three-stall attached garage and a large detached accessory structure.

According to Special Home Occupation standards, a business can be allowed to operate out of the attached garage, however no part of any detached garage or accessory building be used for the occupation [§125-36 (2)(a)(5)]. The Applicant proposes to construct the salon in the third stall of the attached garage, which is separated from the other two stalls by a wall. Alterations will be made to enhanced the area and seclude the business from the rest of the garage.

The Applicant proposes to have one salon chair and will not hire any employees. The narrative submitted with the application estimates business hours to be limited to 2-3 days a week and 1-2 shampoos a day. The salon will occupy approximately 240 square feet. The Applicant will replace the garage door with french doors for clients to enter from the driveway. There will be ample parking on the property for clients. All criteria for the Special Home Occupation are met except for the [§125-36 (2)(a)(10)], which refers to the waste of the business.

According to the Hennepin County memo dated March 4, 2019 the applicant is required to install a holding tank, separate from their current septic system, due to the chemicals and added water

volume with a home salon business. The holding tank will be required to be pumped on a regular basis. The existing septic system is not designed for the added capacity. City code requires that a home occupation at a dwelling with a sub-surface sewage treatment system shall not generate waste other than that typical of normal domestic uses. [§125-36 (b)(1)(j)]. City staff recommends approval of the Special Home Occupation license. The Applicant shall comply with the Hennepin County memo dated March 4, 2019.

Staff Recommendation

Motion to approve Resolution No. 2019-35, A Resolution Granting Approval of a Special Home Occupation for the Purpose of Conducting an At-Home Salon at 13145 Basswood Lane.

ATTACHMENTS:

Description

Resolution No. 2019 35

Henn. Co. Memo

RESOLUTION NO. 2019-35

**A RESOLUTION GRANTING APPROVAL OF A SPECIAL HOME OCCUPATION
FOR THE PURPOSE OF CONDUCTING AN AT-HOME SALON
AT 13145 BASSWOOD LANE**

WHEREAS, Stephanie Booker (“Applicant”) has submitted an application to the City of Rogers (“City”), requesting approval of a Special Home Occupation for the purpose of conducting a business on the Property; and,

WHEREAS, the property is zoned Single Family Residential (“R-2”), located at 13145 Basswood Lane (“Subject Property”) (PID: 22-120-23-21-0013) on 5.49 acres of land; and,

WHEREAS, Special Home Occupations are a permitted use in the R-2 zoning district and such uses have the ability to conduct business from an attached garage (“Garage”) on the property; and,

WHEREAS, the Applicant proposes to renovate the third stall of the attached garage into a salon; and,

WHEREAS, pursuant to Minnesota Statue §462.357 the Planning Commission (“Commission”) held a Public Hearing (“Hearing”) on April 16, 2019 to consider and receive public comment on said request for the Special Home Occupation; and,

WHEREAS, notice of the Hearing was posted, published in the City’s official newspaper, and mailed to any and all owners of affected properties, as required by State Statute; and,

WHEREAS, no verbal and written public comments were received; and,

WHEREAS, the Commission recommended approval of said request based on the Applicant meeting all applicable criteria of City Code §125-36 except for the waste disposal plan; and,

WHEREAS, the Commission recommended a condition of approval, requiring the Applicant to conform to Hennepin County memo dated March 4, 2019 to install a septic tank for the waste of the business.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the Special Home Occupation for 13145 Basswood Lane is hereby approved to conduct an at-home salon business, subject to the following conditions:

1. The Applicant must install the appropriate waste handling facility and conform to Hennepin County memo dated March 4, 2019.
2. Conform to Special Home Occupation standards according to Section 125-36 of City Code.
3. The salon is allowed to conduct business in the third stall garage.

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 23rd day of April, 2019.

Rick Ihli, Mayor

ATTEST:

Stacy Scharber, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

The North 320.00 feet of the South 640.00 feet, as measured at right angles to the South line, of the following described property: Beginning at a point on the North line of the North Half of the Northwest Quarter of Section 22, Township 120, Range 23, West of the 5th Principle Meridian, Hennepin County, Minnesota distant 66.00 feet West of the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 22; thence on an assumed bearing of East along the North line of said North Half a distance of 713.13 feet, more or less, to a point distant 676.00 feet West of the Northeast corner of said North Half; thence South 4 degrees 28 minutes East a distance of 1314.17 feet, more or less, to the South line of said North Half; thence Westerly along said South line 815.47 feet, more or less, to a line bearing South 0 degrees 00 minutes East from the point of beginning; thence North 0 degrees 00 minutes East 1309.7 feet, more or less, to the point of beginning. Except, the Easterly 33.00 feet of said North 320.00 feet of said North 320.00 feet, as measured at right angles to the Easterly line thereof, Hennepin County, Minnesota.

PID # 22-120-23-21-0013



Hennepin County Public Health Department

Epidemiology and Environmental Health
1011 South First Street, Suite 215
Hopkins, MN 55343-9413

Epidemiology: (612) 543-5230
Environmental Health: (612) 543-5200
FAX: (952) 351-5222

To City of Rogers Planning Department

March 4, 2019

Hennepin County Environmental Health has an agreement to provide permitting as well as guidance for all septic related items to the City of Rogers. This memo is our report regarding a proposed 1 chair hair salon at **13145 Basswood Lane**.

Our role for this project is to let the City know if their current septic system is sized properly for this new home occupation. The existing mound septic system on this property is 10 feet x 55 feet which makes it slightly larger than the minimum code requirements for a 4 bedroom home.

Based on the requirements of State Septic Code 7081, a single chair hair salon would add 285 gallons per day to the mound design. That additional water usage calculation will require the applicant to extend their mound a minimum of 24 feet. **Currently the septic system is not sized or designed to properly handle the salon waste water at this property.**

Additionally the state septic code has a provision where there must be additional consideration when dealing with high strength waste (salon hair chemicals and extra hair) that is put into the septic system.

The easiest and best approach to meet both of these concerns would be to install a holding tank for just the salon chair operations waste water for this home occupation. This will eliminate the need to deal with the high strength waste and not require you to add onto the 30 year old mound. Since the mound is slightly oversized it will meet the additional customer bathroom water use code requirements.

Another option would involve the applicant to work with a septic designer and have them create a mound design and a plan to deal with the high strength waste, which at a minimum would include extending the mound and adding a filter to the septic tank. Part of that septic permit review would require a compliance inspection to make sure the existing mound meets current code too.

Since city sewer is also very close to this property, connecting to the city sewer may also be an option to explore.

Let me know if you have any questions.

Sincerely,

Matt Bolterman, RS
Senior Septic Inspector

612-919-9221 matthew.bolterman@hennepin.us



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: April 23, 2019

Agenda Item: No. 5.7

Subject: Approval of a Massage Therapist License for Kari Montague

Prepared By: Amy Patnode, Associate Planner

Recommended City Council Action

Motion to approve a Massage Therapist license for Kari Montague.

Overview / Background

Council adopted an ordinance requiring Massage Therapists to be licensed and approved through the City. This individual, Kari Montague has applied for a Massage Therapist license. She has provided all the appropriate paperwork and has passed the background check.

The following person is recommended for approval for a Massage Therapist license in the City of Rogers for Massage Envy: Kari Montague.

Staff Recommendation

Motion to approve a Massage Therapist license for Kari Montague.



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: April 23, 2019

Agenda Item: No. 5.8

Subject: Approval to Replace the HVAC Equipment at the Rogers Fire Station and Community Room

Prepared By: John Seifert; Public Works Director

Recommended City Council Action

Motion to approve the replacement of HVAC equipment at the Rogers Fire Station and Community Room.

Overview / Background

At the April 9th Council meeting, staff introduced an opportunity to upgrade and replace aging heating and cooling units as a part of the re-roof project at the Rogers Fire Station and Community Room.

The HVAC units currently in place are 22 years old and currently utilize the non-compliant Freon R-22. After evaluation with the City's maintenance contractor Yale Mechanical, the recommendation is to not expend the dollars to remove and replace these units.

City Staff solicited for competitive bids for full replacement of roof top units and air handlers located in the mechanical room at the Fire Station. The following is a bid tabulation for the described work;

| | |
|-----------------|----------|
| Yale Mechanical | \$45,275 |
| MMC | \$58,962 |

At this time, staff is recommending the Council to accept the bid, and award the project to Yale Mechanical as the low bidder.

Staff Recommendation

Motion to approve the replacement of HVAC equipment at the Rogers Fire Station and Community Room.

Financial Impact: \$45,275 **Budgeted?** Yes

Source Fund: General
Buildings Sinking Funds

Notes:

Final cost may be reduced with City recycling of R-22 refrigerant at RAC

ATTACHMENTS:

Description

Yale Mechanical Fire Station and Community Room HVAC

YALE
M E C H A N I C A L
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 NINTEY 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

220 West 81st Street • Minneapolis, MN 55420 • TEL 952.884.1661 • FAX 952.884.0295 • yalemech.com

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 23, 2019

Agenda Item: No. 6.1

Subject: Public Hearing to Consider the Vacation of Public Road Rights of Way and Easement for Portions of Northdale Boulevard and Approval of Resolution No. 2019-33, A Resolution Vacating Public Road Rights-Of-Way And Easement For Portions of Northdale Boulevard

Prepared By: John Seifert; Public Works Director

Recommended City Council Action

Motion to approve Resolution No. 2019-33, A Resolution Vacating Public Road Rights-of-Way and Easement for Portions of Northdale Boulevard.

Overview / Background

The City of Rogers has initiated a reconstruction project of Northdale Boulevard. As part of the reconstruction project, the City has worked cooperatively with affected adjacent property owners to the s-curve portion of Northdale Boulevard in exchanging necessary construction limits to improve the roadway section. The improved portion of road right-of-way will allow as part of the exchange to turnback excess right-of-way and easement for portions of Northdale Boulevard. At this time, the City has found it appropriate to initiate the vacation of these rights-of-way and easements.

The public road rights-of-way and easement of Northdale Boulevard have been reviewed by the City Engineer and found to have no public purpose.

A public hearing is being held on April 23, 2019 to consider the vacation request. The hearing notice was published in the April 4, 2019 edition of the Crow River News, and all interested parties have been notified.

After conducting the public hearing, staff is recommending Council adopt Resolution No. 2019-33.

Staff Recommendation

Motion to approve Resolution No. 2019-33, A Resolution Vacating Public Road Rights-of-Way and Easement for Portions of Northdale Boulevard.

Financial Impact: N/A

Budgeted? N/A

Source Fund: N/A

Notes:

ATTACHMENTS:

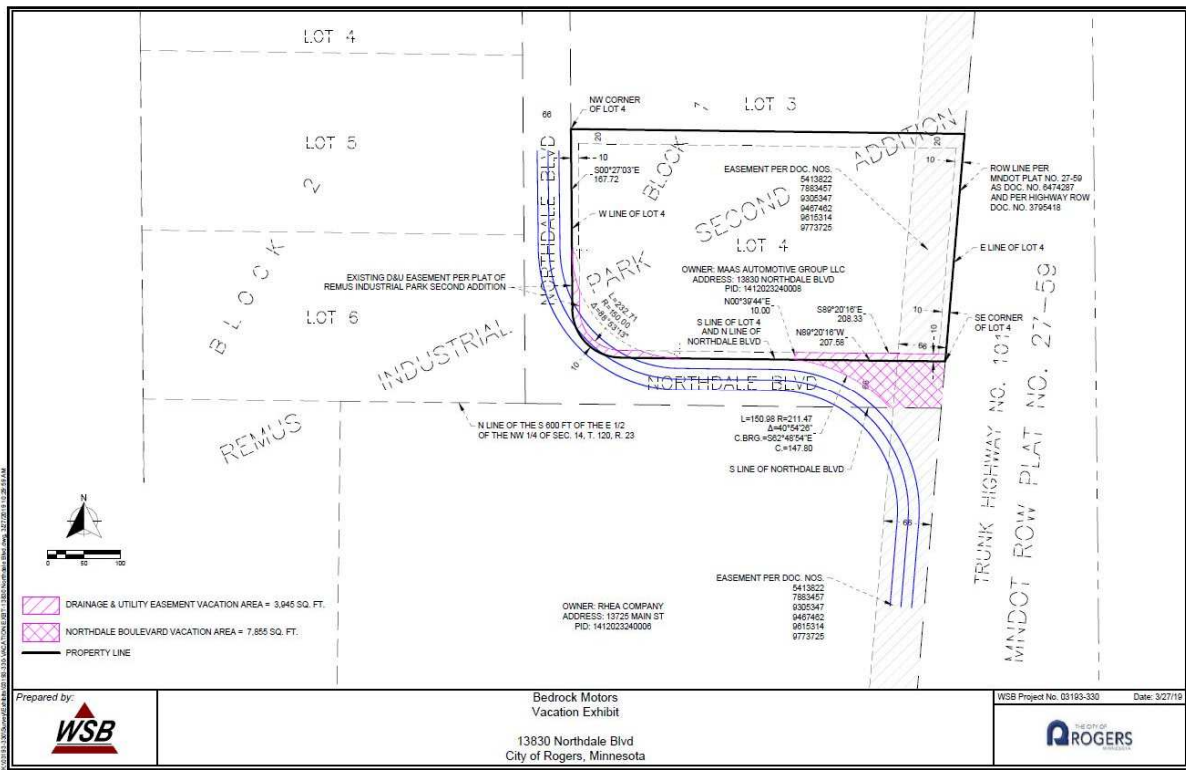
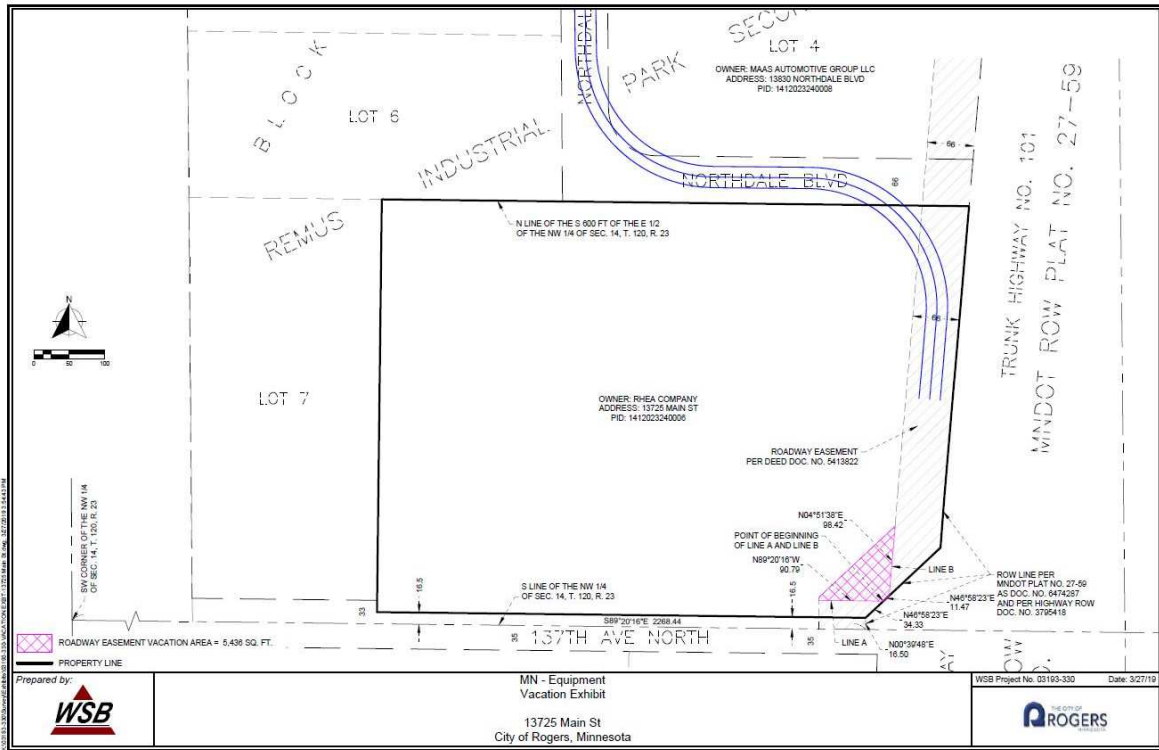
Description

Exhibit A - Site Maps for Vacation of ROW and Easements for Northdale Blvd.

Res 2019-33 Vacating Public Road Rights of Way and Easement for Portions of Northdale Blvd

Ltr - Supporting ROW and Easement Vacation on Northdale Blvd.

Site Maps



RESOLUTION NO. 2019 - 33

**A RESOLUTION VACATING PUBLIC ROAD RIGHTS-OF-WAY AND EASEMENT
FOR PORTIONS OF NORTHDALÉ BOULEVARD**

WHEREAS, the City of Rogers has identified excess public road rights-of-way and easement for portions of Northdale Boulevard as identified in Exhibit A; and

WHEREAS, the City Council has found it appropriate to initiate the vacation of public road-rights-of-way and easement for portions of Northdale Boulevard; and

WHEREAS, the public road rights-of-way and easement of Northdale Boulevard has been reviewed by the Engineer for the City of Rogers and found to have no public purpose; and

WHEREAS, the City Council held a public hearing on April 23, 2019 to consider the vacation request; all interested parties were notified; and

WHEREAS, there being no objection to the requested vacation.

NOW, THEREFORE, the City of Rogers City Council **RESOLVES** to vacate:

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.

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.

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.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said Resolution:

The following voted against the same:

The following abstained:

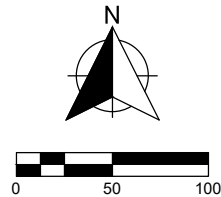
Whereupon said Resolution was declared duly passed and adopted, and was signed by the Mayor and attested by the Clerk dated this 23rd day of April, 2019.

Mayor

ATTEST:

City Clerk

K:\03193-330\Survey\Exhibits\03193-330-VACATION EXBT-13725 Main St.dwg, 3/27/2019 3:54:43 PM



ROADWAY EASEMENT VACATION AREA = 5,436 SQ. FT.

PROPERTY LINE

Prepared by:



MN - Equipment
Vacation Exhibit

13725 Main St
City of Rogers, Minnesota

WSB Project No. 03193-330

Date: 3/27/19



REMIUS

LOT 7

B L O C K

LOT 6

INDUSTRIAL

NORTHDAL

PARK

SEC
LOT 4

OWNER: MAAS AUTOMOTIVE GROUP LLC
ADDRESS: 13830 NORTHDAL BLVD
PID: 1412023240008

OWNER: RHEA COMPANY
ADDRESS: 13725 MAIN ST
PID: 1412023240006

N LINE OF THE S 600 FT OF THE E 1/2
OF THE NW 1/4 OF SEC. 14, T. 120, R. 23

S LINE OF THE NW 1/4
OF SEC. 14, T. 120, R. 23

137TH AVE NORTH

NORTHDAL BLVD

ROADWAY EASEMENT
PER DEED DOC. NO. 5413822

POINT OF BEGINNING
OF LINE A AND LINE B
N04°51'38"E 98.42
N89°20'16"W 90.79

ROW LINE PER
MNDOT PLAT NO. 27-59
AS DOC. NO. 6474287
AND PER HIGHWAY ROW
DOC. NO. 3795418

TRUNK HIGHWAY NO. 101

MNDOT ROW PLAT NO. 27-59

LINE A

LINE B



April 17, 2019

City of Rogers
Attn.: Steve Stahmer, City Administrator
22350 South Diamond Lake Road
Rogers, MN 55374

Re: Northdale Boulevard Public Roadway Easement Vacation

Dear Mr. Stahmer,

The proposed vacation of public roadway easements is justified due to the public purpose for maintaining this easement no longer being necessary.

The realignment of Northdale Boulevard at the two existing curves have deemed roadway easements unnecessary along the existing curve alignments. In light of this information and in agreement with the property owner to secure ROW/roadway easement in exchange for this vacation, it is our recommendation to proceed with the vacation.

Please contact me at 763-541-4800 if you have any questions regarding this recommendation.

Sincerely,

WSB

A handwritten signature in dark ink that reads "Bret A. Weiss". The signature is fluid and cursive, with the first name "Bret" and last name "Weiss" clearly legible.

Bret A. Weiss, PE
City Engineer



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: April 23, 2019

Agenda Item: No. 7.1

Subject: Items Related to a Request form Capitol Beverage LP, 20240 South Diamond Lake Road:

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

Recommended City Council Action

Motion to approve Resolution No. 2019-36, A Resolution Approving a Conditional Use Permit for Outdoor Storage of Trucks and Trailers at 20240 South Diamond Lake Road with the following conditions:

1. The Conditional Use Permit shall only apply to the parking of trucks and trailers. No outdoor storage of equipment and/or materials shall be allowed.
2. The parking of trucks and trailers shall not encroach into setbacks, and may only occur in areas defined by this Conditional Use Permit.
3. Only trucks and trailers related to the operation of the business are permitted to park in the 19 parking stalls; no employee or public parking is allowed.
4. The Outdoor Storage area shall not be used as a loading and unloading zone for shipments and deliveries, unless otherwise described on the Site Plan, and must be maintained and free from debris at all times.
5. The Applicant shall screen the parking area according to the approved Site Plan.

Motion to approve for the purpose of ingress/egress access and an easement for the purpose of a trail along South Diamond Lake Road from Capitol Beverage LP, 20240 South Diamond Lake Road.

Motion to approve the Development Agreement between the City of Rogers and Capitol Beverage, LP.

Overview / Background

On October 24, 2017, the City Council approved the Site Plan and two (2) Variance requests for Capitol Beverage (Company) at their Rogers facility, located at 20240 South Diamond Lake Road (Subject Property). Those approvals were set forth by Resolution No. 2017-76 (Variance allowing front yard parking of trucks and trailers), Resolution No. 2017-77 (Variance reducing parking setbacks), and Resolution No. 2017-78 (Site Plan). At that time, a Conditional Use Permit (CUP) was also approved for the purpose of outdoor storage for the parking of trucks and trailers on the Subject Property, and in the locations approved by the Variances.

For business reasons, the Company did not commence the project; the Development Agreement was also neither executed nor securities or fees paid. Based on City Code, the CUP approval lapsed, requiring the Company to submit a new application. City Code §125-34(d)(7) establishes

the following: A conditional use permit shall expire and be considered null and void one year after it has been issued if no construction has begun or if use has not been established or, once having been established, has not been actively maintained for more than one year.

Neither City Code nor the resolutions for the Site Plan or Variances identify approval duration, meaning those approvals remain valid provided there are no changes to the approved plans or proposed uses. Based on a review of the application and materials submitted for the CUP by the Company there are no proposed changes to the project as previously approved. Unlike the resolutions for Site Plan and the two (2) Variances, the previous CUP was recorded with Hennepin County.

The Planning Commission (Commission) considered the application and held a public hearing to receive public comment regarding the CUP application at its April 16, 2019 meeting. Upon further review the Commission recommended approval of the CUP with conditions. The 60-day statutory review period expires on May 26, 2019.

Primary Issues to Consider

1. Land Use & Zoning
2. Outdoor Storage
3. Access & Trail Easements

Analysis of Primary Issues

1. Land Use and Zoning

The existing Capitol Beverage facility is located on 12.39 acres at 20240 South Diamond Lake Road. The property is guided Industrial (2030 Comprehensive Plan); the corresponding zoning is Limited Industrial (L-I) [§125-199].

The existing and proposed use is permitted by the Comprehensive Plan and Zoning.

2. Outdoor Storage

Open, or outdoor storage, including the parking of vehicles and trailers, is permitted on properties zoned L-I, but only by condition [§125-199(3)(d)]. Performance Standards for the outdoor storage of vehicles and trailers is further stated as such [§125-199(5)(h)]:

1. Permitted by conditional use permit if storage is accessory and related to principal use.
2. Parking/storage is limited to the rear yard.
3. Parking/storage of vehicles/trailers does not take up parking spaces as required for conformity to this ordinance.
4. All vehicles/trailers must be stored on a paved area which includes storm drainage management facilities as required by the city.

The Company is in the warehousing and distribution business, which is a Permitted Use in the L-I zoning district. Practically, those types of uses are commonly associated with trucks and trailers for shipping and receiving product. Thus, outdoor storage for the purpose of parking vehicles and trailers is accessory and related to the principal use. According to the original 2017 Site Plan submittal, the proposed outdoor storage area for the parking of trucks and trailers is stated as

necessary to business operations, with the only viable location for that parking to occur on the southwest corner of the Subject Property. As mentioned above, Resolution No. 2017-76 provided a Variance, enabling the outdoor storage of vehicles and trailer (parking) to occur in the front yard. To ensure general parking spaces are not used for truck and trailer parking or vice versa the Commission recommended including conditions to ensure no encroachment of uses. The entire area is proposed to be paved with the appropriate storm water drainage.

The Commission concurred City staff findings, based on the previously approved Variances, the CUP request does satisfy City Code. The following conditions are recommended. Note: The conditions are similar to those stated in the 2017 CUP approval.

1. The Conditional Use Permit shall only apply to the parking of trucks and trailers. No outdoor storage of equipment and/or materials shall be allowed.
2. The parking of trucks and trailers shall not encroach into setbacks, and may only occur in areas defined by this Conditional Use Permit.
3. Only trucks and trailers related to the operation of the business are permitted to park in the 19 parking stalls; no employee or public parking is allowed.
4. The Outdoor Storage area shall not be used as a loading and unloading zone for shipments and deliveries, unless otherwise described on the Site Plan, and must be maintained and free from debris at all times.
5. The Applicant shall screen the parking area according to the approved Site Plan.

In addition to satisfying City Code requirements for outdoor storage, the Commission found the intent of the project, as originally approved, is the same and the previously approved Variances are dependent on the CUP.

3. Access & Trail Easements

As part of the initial 2017 approvals the Applicant was to provide to the City an access (ingress/egress) easement for the western property boundary. With the request for re-approval of the CUP the Applicant is also providing the City with a trail easement along South Diamond Lake Road. The easements have been reviewed by the City Engineer for concurrence.

Staff Recommendation

City staff supports the Planning Commission recommendation of approval for the Conditional Use Permit request from Capitol Beverage, permitting outdoor storage for the purpose of parking trucks and trailers on 20240 South Diamond Lake Road with conditions as stated.

ATTACHMENTS:

Description

Resolution No. 2019-36_CUP Capitol Beverage_04-23-2019

Civil Plans_Capitol Beverage_03-15-2019

Exterior Elevations_Capitol Beverage_03-15-2019

Capitol Beverage Development Agreement

Capitol Beverage Access Easement

Capitol Beverage Trail Easement

RESOLUTION NO. 2019 - 36

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR OUTDOOR STORAGE OF TRUCKS & TRAILERS AT 20240 SOUTH DIAMOND LAKE ROAD

WHEREAS, ARCO National Construction, on behalf of Capitol Beverage Sales, LP (“Applicant”), has submitted application to the City of Rogers (“City”), requesting approval of a Conditional Use Permit (“CUP”) for outdoor storage of trucks and trailers at the Applicant’s Rogers, Minnesota facility, located at 20240 South Diamond Lake Road (“Subject Property”); and,

WHEREAS, on October 24, 2017, the Applicant received Site Plan approval and approvals for two (2) Variances for the Subject Property for the purpose of constructing a 77,025 square foot addition; and,

WHEREAS, the Subject Property is 12.39 acres, and is guided Industrial, per the 2030 Comprehensive Plan, and currently zoned Limited-Industry (“L-I”); and,

WHEREAS, the outdoor storage of trucks and trailers (“Outdoor Storage”) on properties zoned L-I are permitted by CUP and must meet the following Performance Standards per City Code Section §125-199(5)(h):

- Permitted by conditional use permit if storage is accessory and related to principal use.
- Parking/storage is limited to the rear yard.
- Parking/storage of trucks/trailers does not take up parking spaces as required for conformity to this ordinance.
- All trucks/trailers must be stored on a paved area which includes storm drainage management facilities as required by the city.

WHEREAS, Resolution No. 2017-76 granted a Variance, enabling the Applicant the ability to park trucks and trailers in the front yard of the Subject Property as opposed to the rear yard as required by City Code §125-199(5)(h); and,

WHEREAS, pursuant to Minnesota Statute §462.357 the Planning Commission (“Commission”) held a Public Hearing (“Hearing”) on April 16, 2019 to consider and receive public comment on said CUP request; and,

WHEREAS, notice of the Hearing was posted, published in the City’s official newspaper, and mailed to any and all owners of affected properties, as required by State Statute; and,

WHEREAS, no verbal or written public comments were received; and,

WHEREAS, following the Hearing the Commission recommending approval of the said Conditional Use Permit request based on the following findings:

1. The proposed Outdoor Storage is accessory and related to the principal use.
2. According to the approved Site Plan and Variances, the Outdoor Storage shall occur on 19 parking stalls designed for such use, and those stalls are to be located to the front of the building, along South Diamond Lake Road.

3. The area slated for Outdoor Storage will be paved and constructed with storm drainage management facilities.
4. The CUP only applies to the parking of trucks and trailers, and not the storage of equipment and/or materials.
5. The current and proposed use of the property is consistent with the intent of current zoning and Comprehensive Plan.
6. The existing and proposed use is reasonable and similar to adjacent uses, and does not alter the essential character of the surrounding properties.

WHEREAS, based on those determinations, the Commission recommended to the City Council approval of the CUP, permitting the outdoor storage of trucks and trailers for the Subject Property as shown on the approved Site Plan.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the Conditional Use Permit is hereby approved for the outdoor storage of trucks and trailers at 20240 South Diamond Lake Road, Rogers, Minnesota, with the following conditions:

1. The Conditional Use Permit shall only apply to the parking of trucks and trailers. No outdoor storage of equipment and/or materials shall be allowed.
2. The parking of trucks and trailers shall not encroach into setbacks, and may only occur in areas defined by this Conditional Use Permit.
3. Only trucks and trailers related to the operation of the business are permitted to park in the 19 parking stalls; no employee or public parking is allowed.
4. The Outdoor Storage area shall not be used as a loading and unloading zone for shipments and deliveries, unless otherwise described on the approved Site Plan, and must be maintained and free from debris at all times.
5. The Applicant shall screen the parking area according to the approved Site Plan.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 23rd day of April, 2019.

Rick Ihli, Mayor

ATTEST:

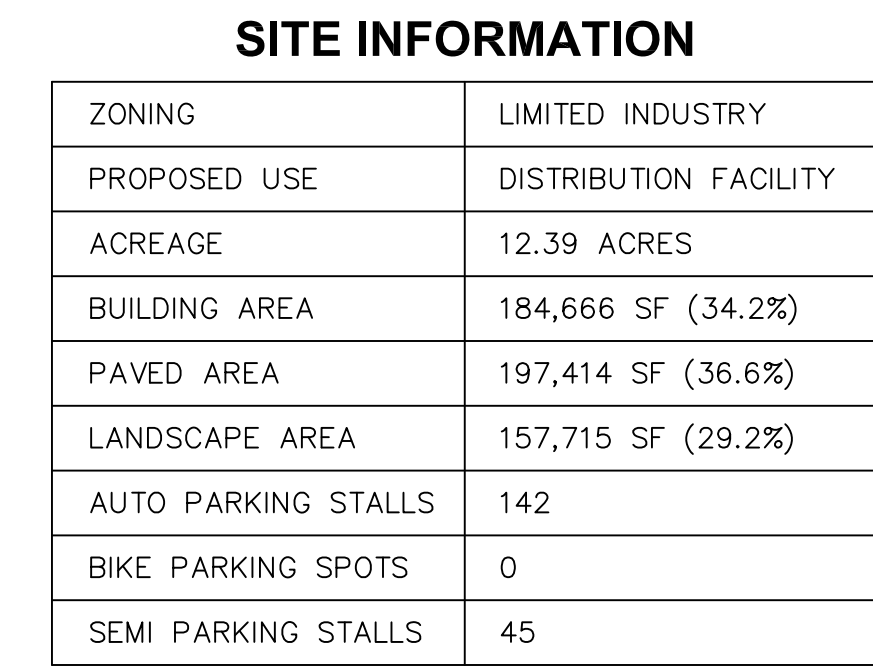
Stacy Scharber, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, Block 1, Rogers Industrial Park 15th Addition

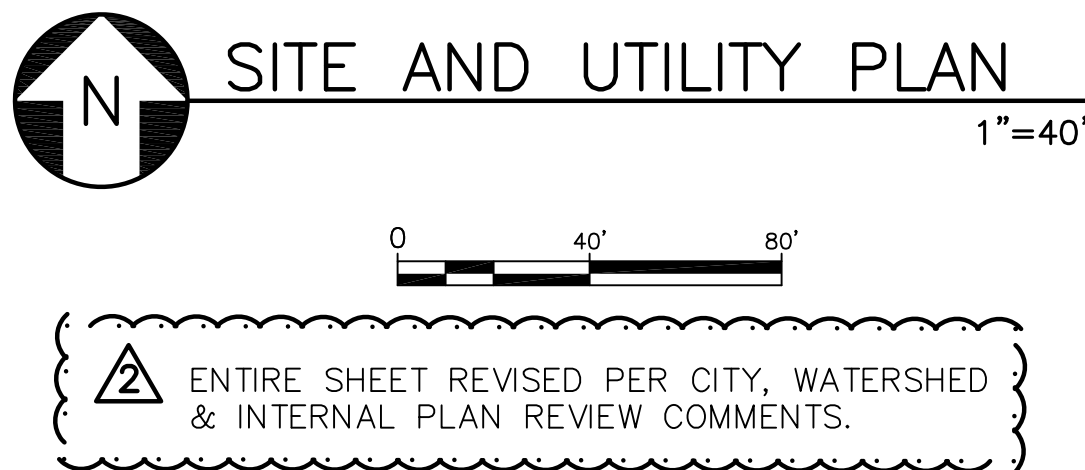
PID: 13-120-23-34-0004





1. ACCORDING TO THE ELM CREEK WATERSHED DISTRICT, THE ADJACENT STORMWATER PONDS ARE DESIGNED FOR AN IMPERVIOUS SURFACE AREA OF 76% ON THIS SITE. THE PROPOSED IMPERVIOUS SURFACE AREA IS 70.8%.

| STRUCTURE | TYPE | CASTING | RIM ELEV. | INV ELEV. |
|-----------|----------|---------|-----------|-----------|
| CBMH #1 | 48" DIA. | R-3067C | 936.25 | 930.88 |
| CB #2 | 48" DIA. | R-3067V | 933.75 | 931.08 |
| CB #3 | 48" DIA. | R-3067C | 933.75 | 931.29 |
| CB #4 | 48" DIA. | R-3067V | 933.75 | 931.50 |
| CB #5 | 27" DIA. | R-3067V | 936.00 | 932.00 |
| CB #6 | 27" DIA. | R-3067V | 932.48 | 928.50 |


1. SUBGRADES SHALL BE SCARIFIED AND/OR COMPACTED AS NECESSARY TO ATTAIN THE REQUIRED COMPACTION DESCRIBED IN THE PROJECT SPECIFICATIONS. COMPACTION TESTING SHALL BE PERFORMED BY AN INDEPENDENT TESTING FIRM.
2. GRAVEL BASE COURSES SHALL BE ROLLED AND COMPACTED. TEST ROLLING OF THE GRAVEL BASE SHALL BE OBSERVED BY A SOILS ENGINEER TO VERIFY STABILITY.
3. SEE SHEET C3 AND THE PROJECT SPECIFICATIONS FOR DETAILS REGARDING THE CONSTRUCTION OF PAVEMENTS.
4. CONCRETE SIDEWALK SHALL BE 4" CONCRETE OVER 4" AGGREGATE BASE. SEE ARCHITECT PLANS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION REGARDING THE CONSTRUCTION OF CONCRETE SIDEWALK AND EXTERIOR SLABS.
5. SEE ARCHITECT PLANS FOR STAIR AND BOLLARD DETAILS.
6. HEAVY DUTY PAVEMENT SECTION SHALL BE USED FOR DRIVE AISLE ALONG BUILDING ADDITION, ACCESS DRIVE TO SOUTH DIAMOND LAKE ROAD AND SEMI-TRAILER PARKING AREAS. LIGHT DUTY PAVEMENT SECTION SHALL BE USED FOR ALL OTHER BITUMINOUS AREAS.



| | | | | | |
|----------------|--|---|---|---|--|
| PROJECT | CIVIL ENGINEER | CONTRACTOR | CONSULTING ENGINEERS | ELECTRICAL: _____ | FIRE PROTECTION: _____ |
| | STARKE ENGINEERING | ARCO CONSTRUCTION | CIVIL: _____ 320 2ND AVENUE NORTH SAUK RAPIDS, MN 56379 | PLUMBING: _____ | SUMMIT COMPANIES 575 MINNEAPOLIS AVENUE W. CHRS GELLEN (P) 651.251.1880 |
| |  |  | STRUCTURAL: _____ JOHN F. STRANDUNG P.E. 11263 STRANG LINE ROAD LENEA, KS 66275 | Mechanical: _____ ST. CLOUD REFRIGERATION 604 LINCOLN AVENUE NE JOSH HAGEN (P) 320.251.1881 | |
| | www.starke-engineering.com Phone 507-833-1111 FAX 507-833-1112 Email: Repairs, Minnesota. | www.arcoconstruction.com | | | |
| | | | | | |

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|--|
| 20240 S. DIAMOND LAKE ROAD ROGERS, MN 55374 |
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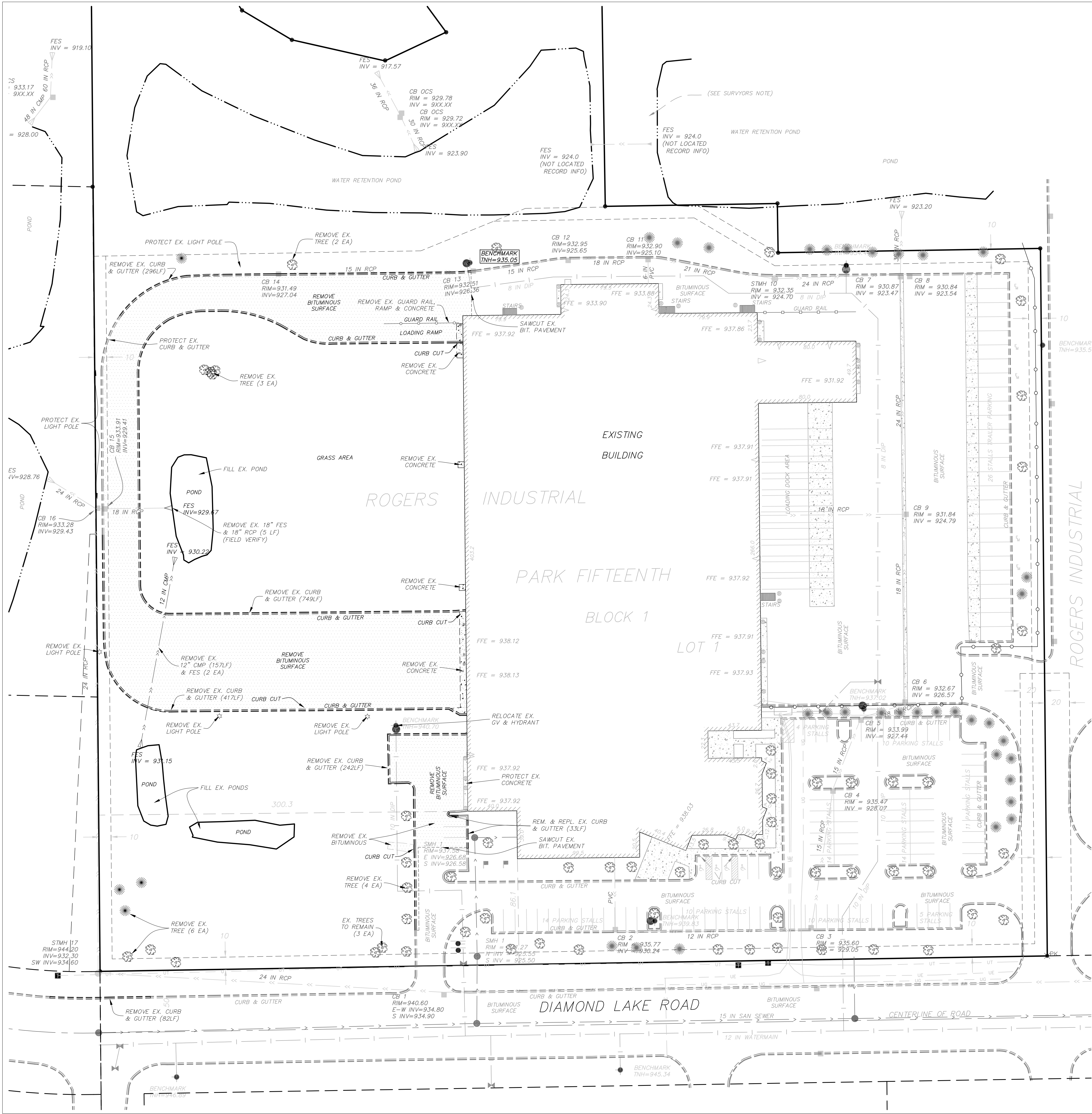
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed **ENGINEER** under the laws of the state of **MINNESOTA**


Wayne CB Stark
Date **12-18-17** License No. **26093**

JOB NO: 17-12-17
PA : WCBS
DATE: 9/20/17

| REVISIONS | |
|----------------------|--|
| 10/30/17 CITY REVIEW | |
| 12/18/17 PER REVIEW | |
| | |
| | |
| | |

| | |
|---------------------|----|
| SHEET NUMBER | C1 |
| SITE & UTILITY PLAN | |



N

REMOVAL PLAN

1"=40'

0

40'

80'

ENTIRE SHEET REVISED PER CITY, WATERSHED & INTERNAL PLAN REVIEW COMMENTS.

PROJECT

CAPITOL BEVERAGE SALES L.P.
20240 S. DIAMOND LAKE ROAD
ROGERS, MN 55374

CIVIL ENGINEER

STARK ENGINEERING

www.stark-engineering.com
500-248-2841
Stark, Rogers, Minnesota

CONTRACTOR

ARCO NATIONAL CONSTRUCTION

900 NORTH ROCK HILL ROAD
ST. CLOUD, MN 56344
(P) 345.7575 (F) 34.9874
WWW.ARCONATIONAL.COM

CONSULTING ENGINEERS

CIVIL: STARK ENGINEERING, LLC
320 2ND AVENUE NORTH
SAUK RAPIDS, MN 56379
(P) 345.7575 (F) 34.9874

STRUCTURAL: JOHN A. KRUDIG P.E.
1263 SPRING LINE ROAD
ST. CLOUD, MN 56344
(P) 345.7575 (F) 34.9874

ELECTRICAL: STARK ENGINEERING, LLC
320 2ND AVENUE NORTH
SAUK RAPIDS, MN 56379
(P) 345.7575 (F) 34.9874

PLUMBING: STARK ENGINEERING, LLC
320 2ND AVENUE NORTH
SAUK RAPIDS, MN 56379
(P) 345.7575 (F) 34.9874

FIRE PROTECTION: SUMMIT COMPANIES
ST. PAUL, MN 55103
CHRIS GLEN (P) 651.251.1860

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed ENGINEER under the laws of the state of MINNESOTA

Wayne C. Stark

12-18-17

26093

Date

License No.

JOB NO: 17-127

PA : WCBS

DATE: 9/20/17

REVISIONS

10/30/17 CITY REVIEW

12/18/17 PER REVIEW

SHEET NUMBER

C2

REMOVAL PLAN

STANDARDS AND REFERENCES

Materials and construction methods of portions of work included in the plans reference the Minnesota Department of Transportation (MNDOT) Standard Specifications for Construction.

The Contractor shall obtain a current copy and become familiar with the specification sections applicable to the plans. No additional compensation will be paid to the Contractor for additional work due to unfamiliarity with these specification sections.

EARTHWORK NOTES

PROTECTION

1. Carefully maintain all benchmarks, monuments and other reference points. If any are disturbed or destroyed, replace them as directed by the appropriate agency or contact the Engineer.
2. The Contractor shall promptly notify the Engineer in writing if any unknown functioning underground utilities are uncovered during the course of the work, which may interfere with construction, and wait for instructions before proceeding.
3. The Contractor shall be responsible for any damage to functioning underground or overhead utility lines and shall promptly repair and restore services at no additional cost to the Owner.
4. The Contractor shall provide barricades, shoring and other safety measures required by OSHA.
5. Protect all adjacent existing facilities from damage, settlement due to excavations, erosion and other hazards. The Contractor shall be responsible for repair of such damages.

PROJECT CONDITIONS

1. The Contractor shall visit the Project site, become familiar with actual conditions, and verify existing conditions in the field in comparison with those shown on the Project Drawings. The Contractor shall notify the Engineer immediately if any conflicts are found between the existing conditions and the Project Drawings.
2. No extra compensation will be allowed due to unusual conditions encountered which could have reasonably been determined or anticipated by examination of the Project Site and Project Drawings.

PLAIN GRADES

1. Grades indicated on the Project Drawings are finished grade elevations, unless otherwise noted. Grades not specifically indicated shall be determined by interpolation of uniform slope between given elevations or contours, or between such points and existing grades. Unless otherwise indicated, grades shall be constructed to provide positive drainage away from buildings.
2. In case of any discrepancy between finished grade elevations and proposed contours, finish grade elevations shall govern.

CLEARING

1. Remove all vegetation within the limits of the building and areas designated for impervious surfacing, and all trees that may hinder new construction work. The removal of trees, outside building lines, or paved areas, shall be approved by the Architect or Engineer. Remove all trees including stumps and root systems as shown on the plans.

TOPSOIL

1. Good imported and/or stockpiled salvageable topsoil shall be utilized for this project.
2. Good topsoil shall be free of clay lumps, large stones and debris, and shall have a minimum organic content of 5%.
3. Remove topsoil to its entire depth from areas, which are to be disturbed by new construction work except at existing lawn areas which are to remain in place. This includes but is not limited to building site, roadways, parking lots, etc. Examine conditions carefully and watch for low areas where topsoil may be found to greater depths.
4. At new lawn areas, remove good topsoil to a depth of 5" or as otherwise indicated by the Engineer.
5. Store good topsoil stripped from site in stockpiles.
6. Stockpiled topsoil shall be used exclusively for finish grading in new lawn areas. Excess topsoil shall be removed from the site by the Contractor as approved by the Architect or Engineer.
7. Protect existing lawn areas, plantings and other landscape scheduled to remain in place. Repair any damaged areas upon completion of the Work.

UNFORESEEN OBSTACLES

1. Notify Engineer immediately if any unforeseen major obstacles are encountered in excavation, such as abandoned wells, abandoned or functioning utilities, subsurface streams or rock, which would cause the Contractor undue expense to overcome.
2. The above shall not serve to relieve the Contractor of the responsibility for completing all Work required where conditions encountered are reasonably ascertainable from subsurface soil investigation report and examination of the Project Site and Contract Documents.

FILLING AND GRADING

1. Rough grading of all areas within the construction limits, including excavated and filled sections, and adjacent transition area shall be reasonably smooth, compacted and free from irregular surface changes. The degree of finish shall be per standard construction limits unless otherwise specified. The rough graded subgrade surface generally shall not be more than 0.25 feet above or below the established subgrade with due allowance for topsoil, sod and/or pavement depths. All ditches, swales, and gutters shall be graded to drain readily. Unless otherwise indicated, the subgrade shall be evenly sloped to provide drainage away from building walls in all directions at a slope not less than 1/8" per foot. Provide roundings at top and bottom of banks and other breaks in grade.
2. Fill and backfill materials shall be inorganic soil material free from roots, debris and other deleterious particles.
3. No granular material larger than 2" in its largest dimension will be allowed within 2 feet of new, underground pipes. No granular material larger than 3" in its largest dimension will be allowed within 1 foot of subgrade elevation.
4. No more than 12% of imported compacted fill material shall pass the #200 sieve, by weight. The proposed fill material shall be tested, by the Contractor's soils technician, for suitability as compacted fill for this Project.
5. Fill all excavations, backfill against all walls and complete all filling and grading work necessary to bring surface to required elevations. Provide all materials necessary to complete the Work, whether obtained on or off the Project site.
6. Do not backfill until after retaining walls have attained full design strength and are suitably braced and debris are removed from areas to receive backfill and/or underslab fill.
7. Place compacted fill and backfill in even horizontal lifts not exceeding 8" in depth for clay soils and 12" in depth for sandy soils; compact as required to achieve specified density.
8. Compact each lift with rollers, vibratory equipment or other approved equipment and methods. The fill material, while being compacted, shall contain the moisture content necessary for the required compaction as provided by an independent testing laboratory. The moisture shall be uniform throughout each layer. If the material is too dry, add water with approved equipment and methods, which will not wash out the fine materials in the fill, if the material is too wet, dry by harrowing, diskling, blading or other approved methods recommended by the soil technician.
9. Areas designated for pavement in excavated (cut) areas shall be scarified to a depth of 1 foot. The Contractor shall bring the subgrade material to optimum moisture content as indicated by the independent testing laboratory and compact the subgrade to the specified density listed below for soils underneath pavements.
10. The Contractor shall place no fill material when either the fill material or the material on which it is to be placed is frozen. Any soft or yielding spots appearing in the fill resulting from frost, rain, or any other reason whatsoever shall be scarified, removed, recompacted and/or otherwise rectified to the satisfaction of the Engineer before any new fill is placed.

DEWATERING

1. Provide for surface drainage during construction in a manner to avoid creating a nuisance to adjacent areas.
2. Keep all excavations free of water by pumping or trenching during entire progress of Work, regardless of the cause, source, or nature of the water.
3. Provide necessary cofferdams or piling required to protect excavations.
4. Slope excavation to drain and provide necessary pumps, hoses and other equipment required to keep excavation free of water.
5. Conduct water away from excavations without encroaching on other properties as required for surface drainage.
6. Remove all temporary construction equipment used for dewatering from the site when no longer required.

MAINTENANCE OF GRADED AREAS

1. Protect newly graded areas from traffic and erosion, keep free of trash and debris.
2. Repair and reestablish grades in settled, eroded and rutted areas.
3. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape and compact to required density prior to further construction.

SUBGRADE PREPARATION

1. Do all additional cutting, filling, compacting of fill and rough grading necessary to bring the subgrade to proper elevations as follows:
 - 1.1. Lawn areas: 5" below finish grade.
 - 1.2. Planting areas: See Landscaping Plans/Details
 - 1.3. Bituminous parking areas: See paving details
 - 1.4. Bituminous streets and drives: See paving details
2. The tolerance for areas to be paved shall not exceed 0.10 ft. above or below the established subgrade.
3. Protect newly graded areas from the actions of the elements. Any settlement or washing that occurs prior to acceptance of the Work shall be repaired and grades re-established.

COMPACTION TESTS

1. Utility Trenches and Retaining Wall Backfill: The Contractor's independent soils technician and approved testing laboratory shall perform in-place density and moisture tests at random depths in trench or retaining wall backfill at 100 foot intervals, or fraction thereof.
2. Compacted Fill Under Pavements: Density and moisture testing shall be conducted at random depths with a minimum of one test for every 5,000 square feet, or fraction thereof.
3. The location of and areas adjacent to a failed compaction test shall be recompacted and retested to the satisfaction of the Engineer prior to acceptance of the project.
4. Optimum moisture-density relationship will be determined by testing laboratory in accordance with ASTM D698 and maximum density determination made by Method D of ASTM D698 unless otherwise noted in these specifications.
5. Compacted fill shall meet the following required percentages of maximum density determination:
 - 5.1. Under lawns and plant areas beyond 10 ft. outside a building perimeter: 90%.
 - 5.2. Trenches and under paved areas (except as noted in item 5.3): 95%.
 - 5.3. Top 36" below gravel base in streets and drives: 100%.

DISPOSAL OF EXCESS WASTE MATERIALS

1. Remove excess excavated material, trash, debris and waste materials, from the Owner's property and legally dispose of it in accordance with all governing codes.

SPREADING TOPSOIL AND FINISH GRADING

1. Scarify subgrade to depth of 3" after it has attained permanent set. Spread topsoil evenly over complete subgrade as follows:
 - 1.1. Lawn Areas on Private Property: Spread 4" lightly compacted layer of topsoil.
 - 1.2. Lawn Areas in Public Right-of-way: Spread 5" lightly compacted layer of topsoil.
 - 1.3. Planting Areas: See Landscape Plan/Details
2. Finish grade accurately and carefully, true to grade and cross section within 0.1 foot of finish grade shown on the Project Drawings, less the thickness of any sod where it is to be installed. Slope all grades away from the building to provide positive drainage.
3. Prepare topsoil suitable to receive seed and/or sod. Grading of areas designated for topsoil shall be reasonably smooth and even, and in accordance with MNDOT Spec. 2105.3G. All debris and stones exceeding 3" in diameter shall be removed from the soil surface of these areas prior to seeding. Areas compacted by vehicles or storage of materials shall be plowed, disked and harrowed to match texture of other finish graded areas.
4. Grass seed shall be in accordance with MnDOT Spec. 3876, seed mix No. 260, applied at the rate of 100 pounds per acre or as indicated on the landscape plans. Mulch shall be applied and disc-anchored to all seeded areas and shall meet the requirements of MnDOT Spec. 3882, Type 3 or as otherwise indicated by the Engineer.

UTILITY NOTES

SPECIFICATIONS AND REGULATIONS

1. American Society for Testing Materials (ASTM); American National Standards Institute (ANSI); American Water Works Association (AWWA); Federal Specifications (WW); The Minnesota Department of Transportation "Standard Specifications for Construction" (MN/DOT) shall apply to this project.
2. The Contractor shall comply with all local ordinances and codes together with all rules and regulations of the MN Department of Health, which may apply to this work.
3. The Contractor may be requested to secure and deliver to the Engineer a written statement from the manufacturer assuring the quality and compliance to the applicable specifications of all materials furnished and installed under this improvement project. This shall in no way relieve the Contractor of any responsibilities as to the quality of materials furnished and installed.

STRUCTURE CASTINGS (UNLESS NOTED OTHERWISE ON PLANS)

1. Catch basins shall be provided with the following castings:
 - 1.1. In curbline: Neenah R-3250A w/ type "C" grate
 - 1.2. Isolated: Neenah R-2535 w/ type "C" grate
 - 1.3. Beehive: Neenah R-2560 w/ type "C" grate
2. Manholes shall be provided with the following castings:
 - 2.1. Sanitary: Neenah R-1733 w/ concealed pick hole
 - 2.2. Storm: Neenah R-1733 lettered "STORM", center pick hole

HIGH DENSITY POLYETHYLENE PIPE (HDPE) AND FITTINGS – STORM

1. All HDPE shall be dual-wall high-density corrugated polyethylene pipe conforming to the requirements of MSHTO M294 and Design Section 18 of the ASHTO Standard Specifications for Highway Bridges except as modified as follows. Minimum wall thickness for 12 and 15 inch diameter pipe shall be 0.035 inches and for 18 and 24 inch diameter pipe shall be 0.05 inches. Installation shall be in accordance with ASTM D2321.
2. Joints shall be coupled to provide a soil tight joint unless noted otherwise on the drawings or in these specifications.
3. End section joints shall be tied as approved and shall be provided with approved trash guard.

REINFORCED CONCRETE SEWER PIPE (RCP) AND END SECTIONS – STORM

1. Reinforced concrete sewer pipe shall conform to ASTM designation C76. The strength class of pipe shall be Class III unless otherwise shown on the Plans.
2. Reinforced concrete pipe used in conjunction with piling shall be furnished in eight (8) foot lengths and shall be of special design in accordance with Sec. 10, ASTM designation C76.
3. RCP end sections shall be in accordance with MN/DOT 3236 and shall be provided with an approved trash guard. End section joints shall be tied as approved by the Engineer.
4. Unless otherwise indicated on the Plans, reinforced concrete pipe joints shall utilize a rubber gasket and shall conform to ASTM designation 361.
5. The pipe shall be drawn together by some approved method of jacking or winching. This pressure must be maintained until sufficient backfill is placed to keep the joint from opening.
6. If plain-end, bell-and-spigot type reinforced concrete pipe is specified to be used, cement mortar shall completely fill the entire outside annular space and the lower one-half of the inside annular space. The joints shall be cleaned and wet prior to placing the cement mortar.

UTILITY INSTALLATION

1. Installation of watermains and services shall be in accordance with the City Engineers Association of Minnesota "Standard Utilities Specifications for Water Main and Service Line Installation".
2. Installation of sanitary and storm sewers shall be in accordance with the City Engineers Association of Minnesota "Standard Utilities Specifications for Sanitary Sewer and Storm Sewer Installation".
3. The water distribution system shall be disinfected in accordance with Minnesota Rules Plumbing Code, part 4715.2250

TESTING REQUIREMENTS

1. Hydrostatic Pressure Test (Water)
 - 1.1. Conduct with Corporations open to test line.
 - 1.2. Pressure test to 150 psi.
 - 1.3. Hold pressure for 2 hours.
 - 1.4. Close valves after two hours to test valves.
2. Conductivity Test (Water)
 - 2.1. One week after pressure test, and after all backfilling.
 - 2.2. Test pipeline, valve, fittings and hydrants (open tops).
 - 2.3. 350 amperes +/- 10% for 5 minutes.
 - 2.4. Large fluctuation-defective test.
3. Bacteria Test

TESTING REQUIREMENTS

4. Air Test (Sewer)
 - 4.1. Internal air pressure 4.0 psi. greater than the average back pressure of any groundwater that may submerge the pipe.
 - 4.2. Allow 2 minutes for air temperature and pressure to stabilize.
 - 4.3. Cannot drop from 3.6 psi to 3.0 psi in less than 30 seconds per inch of pipe diameter tested.
5. Deflection Test (Sewer)
 - 5.1. After sewer has been in and backfilled for 30 days.
 - 5.2. Mandrel should be 95% of pipe diameter.
6. Televising (Sewer)
 - 6.1. If visual inspection or testing indicates that the sewer has not been constructed in accordance with the specifications, this test may be requested by the Engineer.
7. Other testing requirements as detailed in other referenced documents and specifications.
8. In the event of discrepancies between these testing requirements and those listed in other specifications referenced herein, the most stringent will govern.
9. All portions of the water service line must be tested in accordance with Minnesota Rules for Plumbing, part 4715.2820.

BITUMINOUS PAVEMENT NOTES

STANDARDS – Minnesota Standard Specifications for Highway Construction, most recent edition.

GRANULAR BASE COURSE

1. Process material shall meet the requirements of MnDOT 3138, Class 5 with a compacted thickness per section details.
2. The subgrade shall be tested and observed to the satisfaction of the Engineer prior to placement of aggregate base material. Install base material as required to accommodate new plan grades.
3. Wet base material to approximate optimum moisture content either prior to delivery to job site or as soon as practical after being placed on subgrade.
4. Place in layers not exceeding 4" thickness (loose).
5. Compact with pneumatic or vibrating steel drum rollers.
6. After base course has been graded and compacted, thoroughly wet and slush roll with roller until all aggregates are thoroughly embedded.
7. Allow base course to cure for a minimum of 72 hours prior to bituminous course application.

BITUMINOUS BASE AND SURFACE COURSE

1. Mix Designation Numbers for the bituminous mixtures on this project are from MNDOT 2360:
2. Pavement smoothness requirements will be waived for this project.
3. Density for the bituminous mixture on this project will be the ordinary compaction method (MNDOT 2360.6C).
4. Parking lots, driveways, and streets: Bituminous Base course shall conform to MnDOT 2360, Type SPNWB230B. Bituminous Surface course shall conform to MnDOT 2360, Type SPWEB240B.
5. Place no asphaltic mixture when the atmospheric temperature is below 45 degrees and falling, nor should pavement be placed under wet conditions.
6. Mixing
 - 6.1. Paving mixture: Uniform mixture of course aggregate, fine aggregate, mineral filler and asphaltic material.
 - 6.2. Grading and mixing: Conform to applicable sections of the Minnesota Standard Specifications for Highway Construction, Section 2360.

CONSTRUCTION METHODS

1. Properly clean base course and deliver hot mix asphaltic concrete in clean tight vehicles with covers if necessary.
2. Lay to a smooth surface without segregation of material and attain compaction as early as possible. Commence rolling while the material is hot, (minimum spread temperature 250 degrees F.) as soon as it will support the roller without undue displacement or hairline cracking and continue until a minimum of 96% of maximum has been attained, no further compression can be obtained and all roller marks are eliminated.
3. The completed surface: Smooth, free of pockets that will retain water and shall not vary more than 1/16" per foot nor more than 1/4" under a 16' straight edge. Entire surface must drain. No flat areas are permitted.
4. Perform all Work in accordance with the applicable requirements of the Minnesota Standard Specifications for Highway Construction.

PAINTED LINES

1. Special marking paint compound especially for striping bituminous paving in one coat.
2. Manufacturers: Pratt & Lambert, Inc.; Sherwin Williams Co. or DuPont Co.
3. Colors: Use yellow paint for concrete and asphalt.
4. All surfaces to be painted must be thoroughly clean and dry.
5. Lay out painted lines with chalk on pavement in accordance with Project Drawings.
6. Accurately apply paint to the chalk marks, using striping machines, 4" wide stripes.
7. Apply paint in strict accordance with the manufacturer's directions.
8. Protect all paint from damage by traffic until dry.
9. Apply handicap logo at handicap stall.

FIELD QUALITY CONTROL

1. Aggregate Base Testing:
 - 1.1. The granular base course shall be test rolled and observed by the Contractor's independent soils technician as per MNDOT 2211.3C2 (Quality Compaction Method). Once the base course has been tested to the satisfaction of the Engineer, pavement may be placed.
 - 1.2. One mechanical analysis (ASTM D-422) per 500 cubic yards of base or fraction thereof.
2. Bituminous Testing:
 - 2.1. Test temperature of first truck.
 - 2.2. Ordinary compaction (MNDOT 2360.6C)

CONCRETE PAVEMENT, CURB & GUTTER, AND SIDEWALK

STANDARDS

1. ACI 318, ACI 315, CRSI, ACI 301, latest adoptions.
2. Minnesota Standard Specifications for construction, most recent edition

GRANULAR BASE COURSE MATERIAL (CONCRETE PAVEMENTS)

1. Compacted thickness of finished base: 6"
2. Base material shall be granular with less than 12% passing the #200 sieve by weight.

PORTLAND CEMENT

1. ASTM C150, Type I plus an approved air entraining agent, or Type IA air-entraining Portland cement.

AGGREGATES

1. Coarse: MnDOT Spec. 3137.
2. Fine: MnDOT Spec. 3126.

WATER

1. Clean, fresh and potable, MnDOT Spec. 3906.

AIR ENTRAINING ADMIXTURES

1. ASTM C260.
2. Provide entrainment of 4 – 7 percent by volume.

OTHER ADMIXTURES

1. MnDOT Spec. 3113.
2. Calcium Chloride or materials containing chlorides or nitrates – not allowed.

DEFORMED REINFORCING BARS

1. MnDOT Spec. 3301

ACCESSORIES

1. Properly sized chairs, spacers, bolsters, etc.
2. Provide plastic coated accessories at slabs and beams that are exposed below.

PROPORTIONING AND DESIGN OF MIXES

1. MnDOT Spec. 2461.3
2. Concrete Classifications
 - 2.1. Curb and gutter, slip-formed concrete: 3A22
 - 2.2. Sidewalk, aprons, incidental concrete, manual curb & gutter: 3A32
 - 2.3. Concrete pavements: 3Y43
 - 2.4. Repair concrete, fast strength concrete: 3Y43
3. Concrete Specifications:
 - 3.1. 3A22: 1–2" slump, 3900 psi, 4–7% air
 - 3.2. 3A32: 2–3" slump, 3900 psi, 4–7% air
 - 3.3. 3Y43: 3–4" slump, 4300 psi, 4–7% air
 - 3.4. Temperatures of all concrete during placement shall be 50°F to 90°F

WELDED WIRE FABRIC

1. MnDOT Spec. 3303

REINFORCEMENT PLACEMENT

1. Place, support and tie reinforcing to prevent displacement. Reinforcing shall be clean of oil, grease, scale, rust or other coatings which will impair the bond.
2. Reinforcing shall not be welded nor shall accessories of any kind be welded to reinforcing bars, unless approved by the Engineer.
3. Welded wire fabric shall be lapped a minimum of 2 squares plus 2". Welded wire fabric shall be suspended completely in the concrete and shall not be allowed to rest on subgrade at any point.
4. Concrete cover over reinforcement, bend radii, etc. shall be in accordance with the guidelines of ACI 318. Specifically, minimum clear cover shall be as follows unless otherwise noted on the Project Drawings:
 - 4.1. Concrete cast against and permanently exposed to earth: 3"
 - 4.2. Concrete exposed to earth or weather: 1½" (#5 and smaller), 2" (#6 and larger)
 - 4.3. Concrete not exposed to weather or in contact with ground: 3/4"
5. Lap splices shall be a length of 40 bar diameters unless noted otherwise on the Project Drawings. When two bars of different diameter are spliced, use 40 diameters of the smaller bar.
6. Reinforcing shall be continuous at all footing steps and stepped bond beams. Lap splices may be used.

CONCRETE PLACEMENT

1. Place concrete as soon as possible after mixing. Place before initial set has occurred, and in no event after it has contained its water content for more than one hour.
2. Avoid overworking concrete or allowing concrete to fall unrestricted for excessive vertical distances, and other situations which can cause segregation of the aggregates.
3. Concrete pavements shall be placed in accordance with applicable portions of MnDOT 2301.
4. Sidewalks shall be placed in accordance with MnDOT 2521.
5. Curb and gutter shall be placed in accordance with MnDOT 2531.

PROTECTION

1. Provide adequate protection against rain, sleet and snow before and during placement and finishing of concrete.
2. Protect concrete from premature drying. Provide temporary covering as required. Keep concrete continuously moist for 7 days.
3. Treat concrete with membrane curing compound in accordance with MnDOT 2531.3G.

COLD WEATHER CONCRETE

1. Do not place concrete when the atmospheric temperature is below 40 degrees F., or when the concrete is likely to be subjected to freezing temperatures within 24 hours after it has been deposited unless adequate temporary heating is provided.
2. Maintain concrete temperature of 40 to 90 degrees F. for 3 days. Protect from freezing for the following 5 days.
3. No frozen materials may be used in the concrete. Chemicals may not be used to prevent freezing unless approved by the Engineer.
4. Perform all cold weather concreting in accord with ACI 306.

HOT WEATHER CONCRETE

1. Do not place concrete when the atmospheric temperature is above 100 degrees F.
2. Maintain concrete temperature of 40 to 90 degrees F. for 3 days. Protect from temperatures over 90 degrees for the following 5 days.
3. Thoroughly wet dry porous surfaces before concreting.
4. Water reducing admixtures with retarding properties are required for all concrete placed when the temperature exceeds 80 degrees F.
5. Perform all hot weather concreting in accord with ACI 305.

FINISHING

1. Provide a smooth, steel trowel finish unless noted otherwise.
2. Provide a broomed finish on exterior sidewalks and ramps unless noted otherwise.

QUALITY CONTROL

1. The Contractor shall hire an independent testing firm to provide the following tests:
 - 1.1. The independent testing technician shall perform random field testing of the fresh concrete including slump, air content, and temperature. (ASTM C143, C173, C231 and C138). One series of the aforementioned tests shall be performed on the first load of concrete.
 - 1.2. The independent testing technician shall cast a set of four compression test cylinders for the first load of concrete as well as 1 set for every 100 cubic yards, or fraction thereof, of concrete thereafter. Compression tests shall be performed on one test cylinder at 7 days and two test cylinders at 28 days. The fourth test cylinder shall be retained in the event of failing compression tests on the 28-day test cylinders.

PERIMETER FENCE & GATE

FENCE

1. Fence materials and design shall match existing fence on east side of site.
2. Fence posts shall be evenly spaced with 10' maximum spacing. Terminal posts shall have an outside diameter of 2.375", line posts shall have an outside diameter of 1.90" and top/brace rails shall have an outside diameter of 1.66".
3. Concrete foundations for fence posts shall be 4,000 PSI @ 28 days and have a minimum diameter of 16" and a minimum depth of 40".
4. Contractor shall submit fence details to ARCO for approval.

GATE

1. Gate materials and design shall match existing gate on east side of site.
2. Gate frame members shall have an outside diameter of 1.66". Gate posts shall have an outside diameter of 2.875".
3. Contractor shall submit gate details to ARCO for approval.

| | | |
|----------------------|-------------|--|
| CONSULTING ENGINEERS | ELECTRICAL: | STARKE ENGINEERING, LLC 320 2ND AVENUE NORTH SAUK RAPIDS, MN 56379 (612) 344-2611 |
| | PLUMBING: | JOHN A. KRIDGEMAN, P.E. 1063 SPRING LINE LUTHER, MN 56044 |
| | Mechanical: | JOHN KRIDGEMAN (P) 913.660.0584 ST. CLOUD REFRIGERATION (813) 344-2611 ST. CLOUD, MN 56304 JOSH HAGEN (P) 320.251.6861 |
| CIVIL | STRUCTURAL: | SUMMIT COMPANIES ST. PAUL, MN 55103 CHRIS GILLEN (P) 651.251.1880 |

| | | |
|----------------|-----------------------|---|
| CONTRACTOR | ARCO | 900 NORTH ROCK HILL ROAD ST. CLOUD, MN 56304 WWW.ARCONATIONAL.COM |
| | NATIONAL CONSTRUCTION | 1000 W. 10TH AVE ST. CLOUD, MN 56304 |
| CIVIL ENGINEER | STARKE ENGINEERING | www.starkeeng.com 320-251-6861 Starke Engineering, LLC |

| | | |
|---------|---------------------|--|
| PROJECT | CAPITOL | 20240 S. DIAMOND LAKE ROAD ROGERS, MN 55374 |
| | BEVERAGE SALES L.P. | |

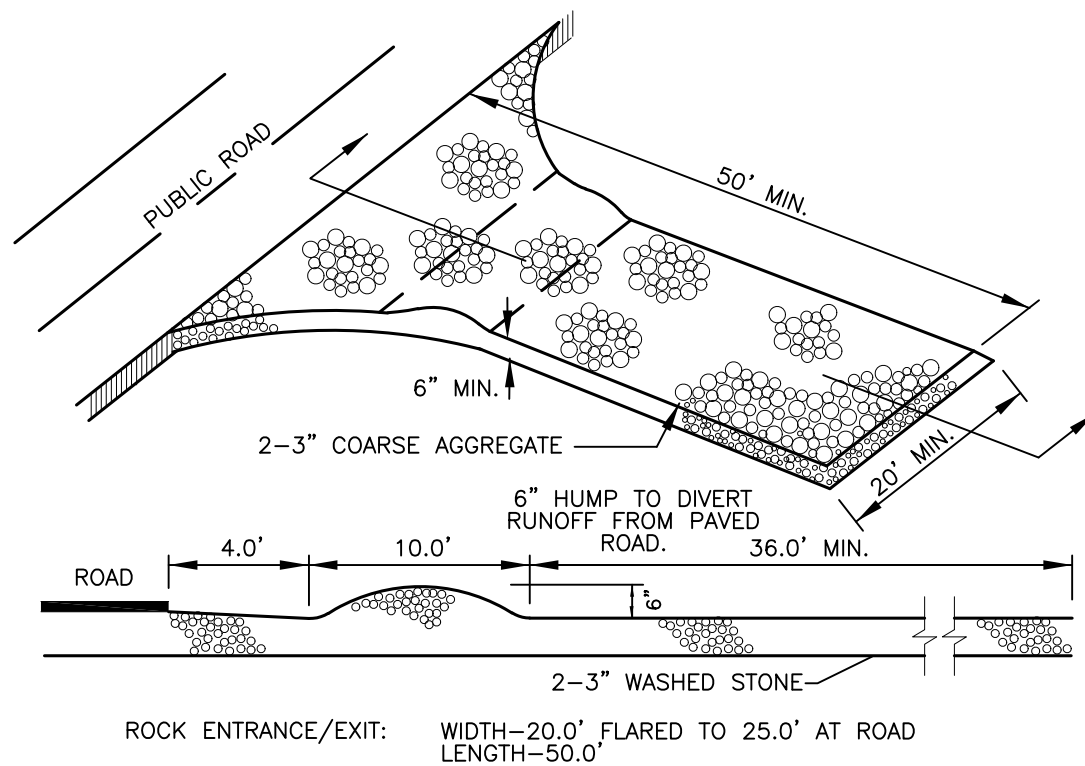
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed ENGINEER under the laws of the state of MINNESOTA

WYATT C.B. STARK
12-18-17 26093
Date License No.

JOB NO: 17-127
PA : WCBS
DATE: 9/20/17

REVISIONS
12/18/17 PER REVIEW

SHEET NUMBER
C3
SPECIFICATIONS



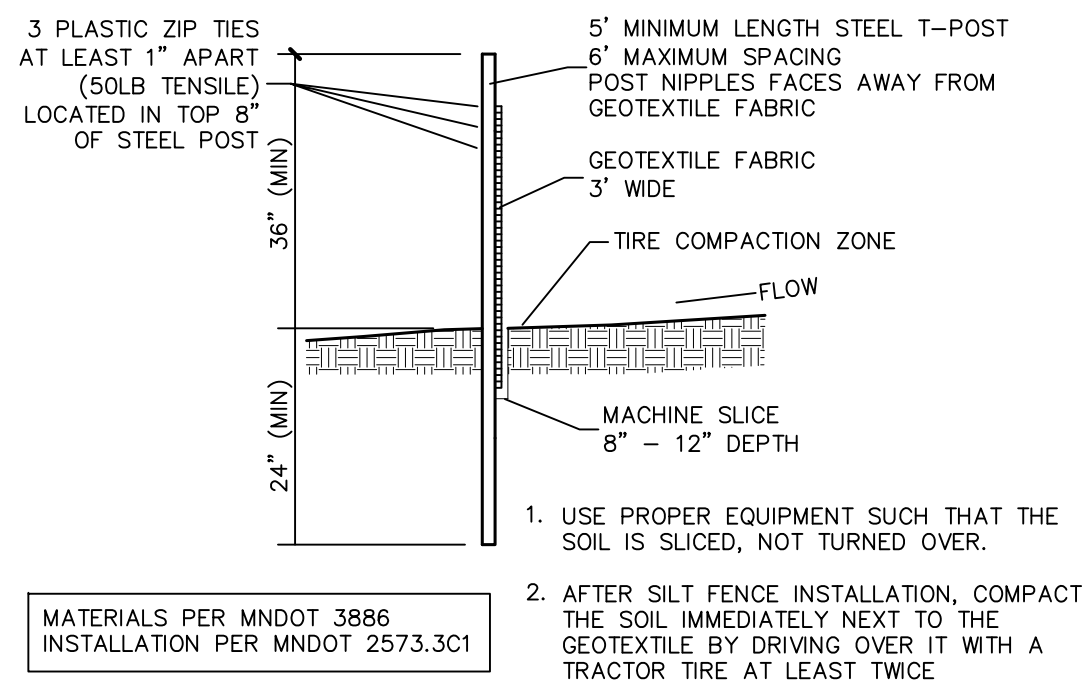
1. CLEAR THE ENTRANCE/EXIT AREA OF ALL VEGETATION, ROOTS, AND OTHER OBJECTIONABLE MATERIAL.
 2. GRADE THE ROAD FOUNDATION SO THAT THE ENTRANCE/ EXIT WILL HAVE A CROSS SLOPE.
 3. USE WASHED STONE 2" TO 3" IN SIZE.
- NOTE: MAINTAIN THE ROCK PAD IN A CONDITION TO PREVENT MUD OR SEDIMENT FROM LEAVING THE SITE. SHOULD THE VOIDS BETWEEN THE AGGREGATE BE FILLED WITH MUD TO THE EXTENT THAT THE ROCK ENTRANCE IS NO LONGER EFFECTIVE IN PREVENTING TRACKING OF SEDIMENT ON THE EXISTING ROAD, THE ROCK ENTRANCE SHALL BE RECONSTRUCTED WITH NEW ROCK. ALL SEDIMENT, WHICH IS TRACKED ONTO THE EXISTING ROAD SHALL BE REMOVED.

NOTE: PLACING FILTER FABRIC UNDER THE ROCK ENTRANCE MAY REDUCE THE AMOUNT OF MAINTENANCE IT WOULD REQUIRE.

ROCK ENTRANCE/EXIT: WIDTH=20.0' FLARED TO 25.0' AT ROAD LENGTH=50.0'

1 TEMPORARY ROCK CONSTRUCTION ENTRANCE/EXIT

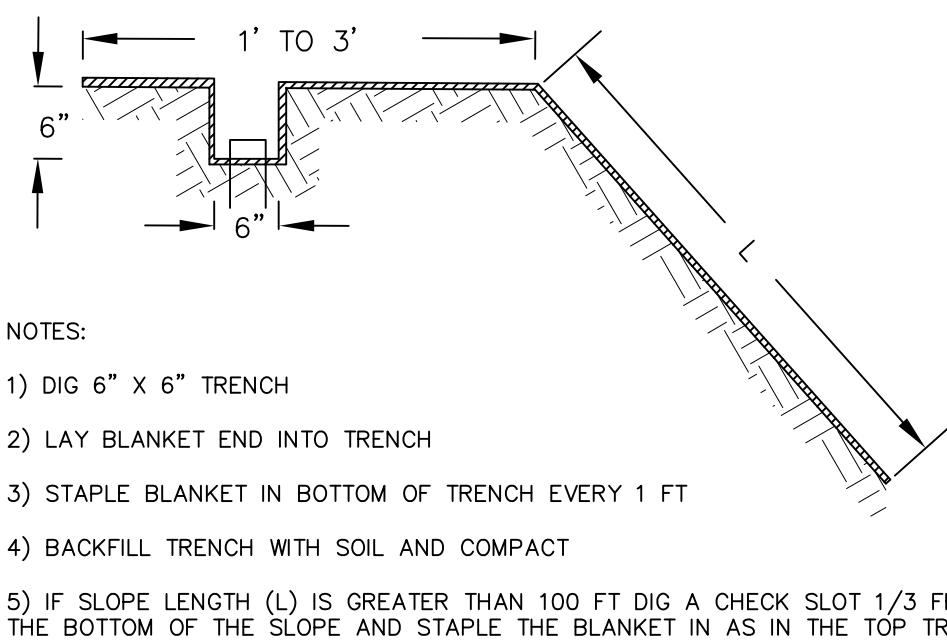
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MATERIALS PER MNDOT 3886
INSTALLATION PER MNDOT 2573.3C1

3 SILT FENCE (MACHINE SLICED)

NTS

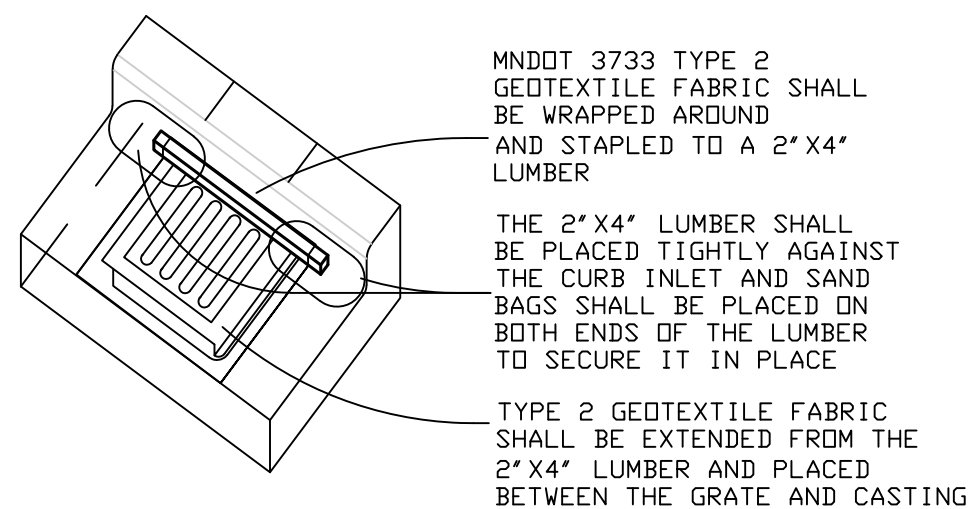


NOTES:

- 1) DIG 6" X 6" TRENCH
- 2) LAY BLANKET END INTO TRENCH
- 3) STAPLE BLANKET IN BOTTOM OF TRENCH EVERY 1 FT
- 4) BACKFILL TRENCH WITH SOIL AND COMPACT
- 5) IF SLOPE LENGTH (L) IS GREATER THAN 100 FT DIG A CHECK SLOT 1/3 FROM THE BOTTOM OF THE SLOPE AND STAPLE THE BLANKET IN AS IN THE TOP TRENCH.

4 EROSION CONTROL BLANKET

NTS

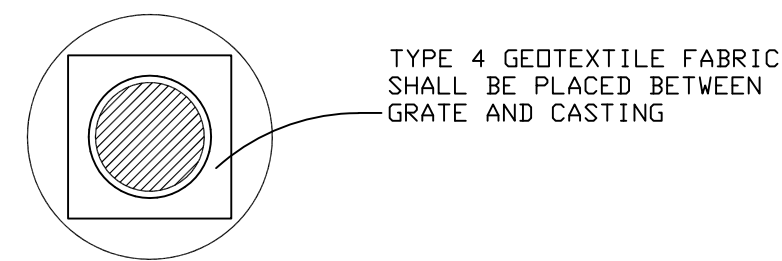


CATCH BASIN WITH CURB INLET

NOTE: THE CATCH BASIN PROTECTION SHOWN IN THIS DETAIL SHALL BE USED IN PAVED AREAS

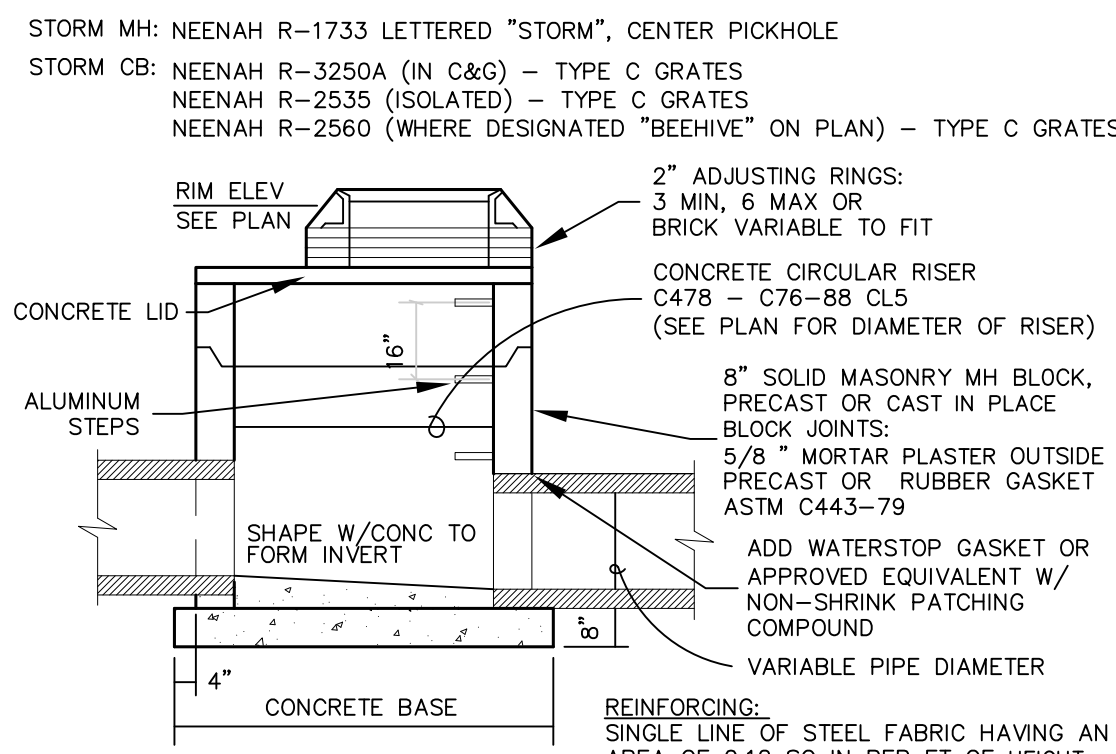
2 CATCH BASIN PROTECTION

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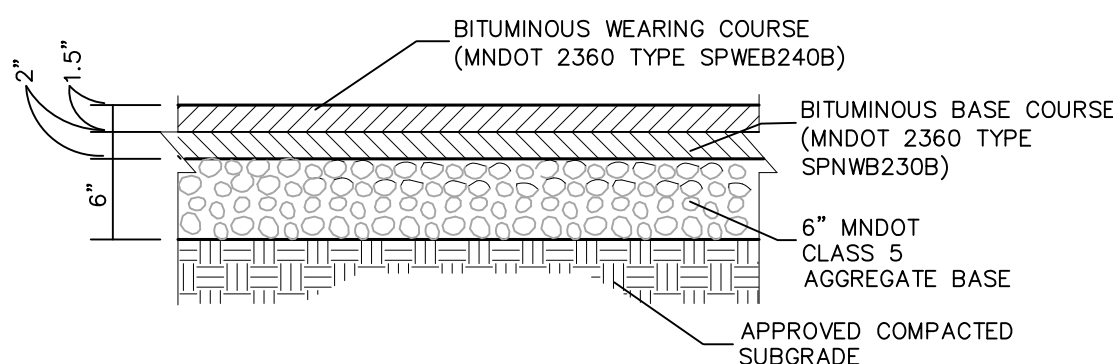
CATCH BASIN WITH OUT CURB INLET

OTHER INLET PROTECTION TECHNIQUES AND/OR PRODUCTS, WHICH ARE APPROPRIATE FOR THIS SITUATION MAY BE USED, IF APPROVED BY THE ENGINEER



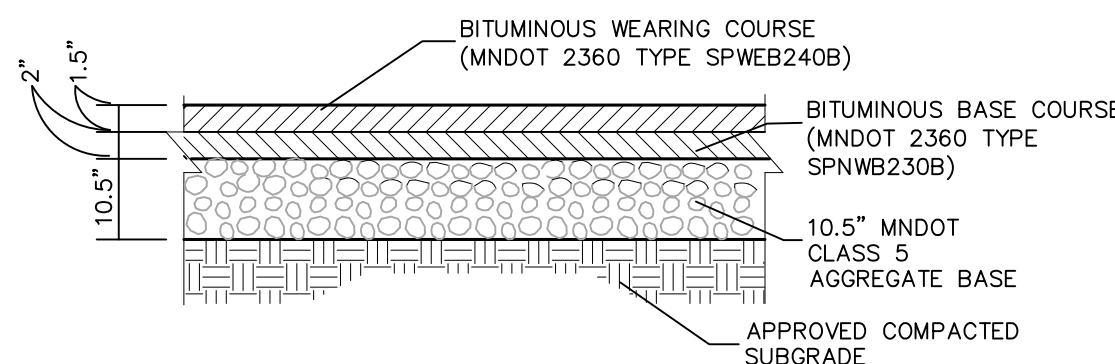
TYP MANHOLE OR CATCH BASIN

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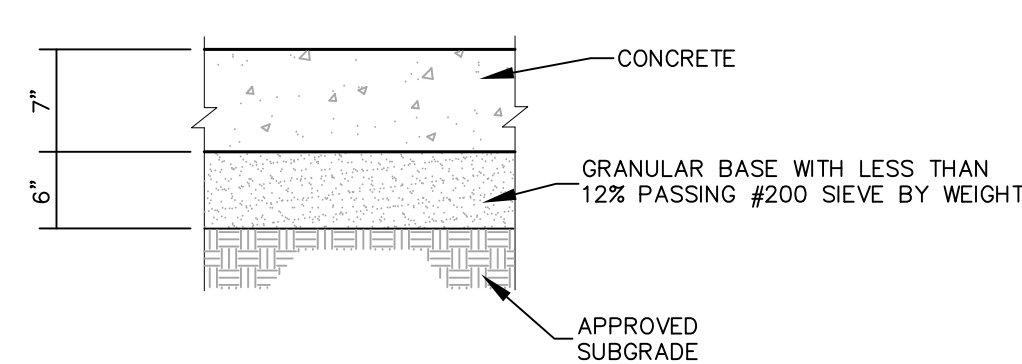
7 LIGHT DUTY PAVEMENT SECTION

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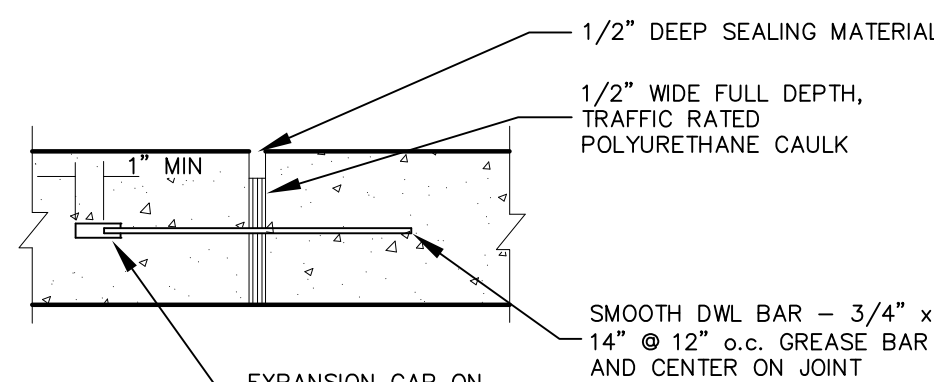
8 HEAVY DUTY PAVEMENT SECTION

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9 CONC. SECTION FOR DOCK & DOLLY PAD

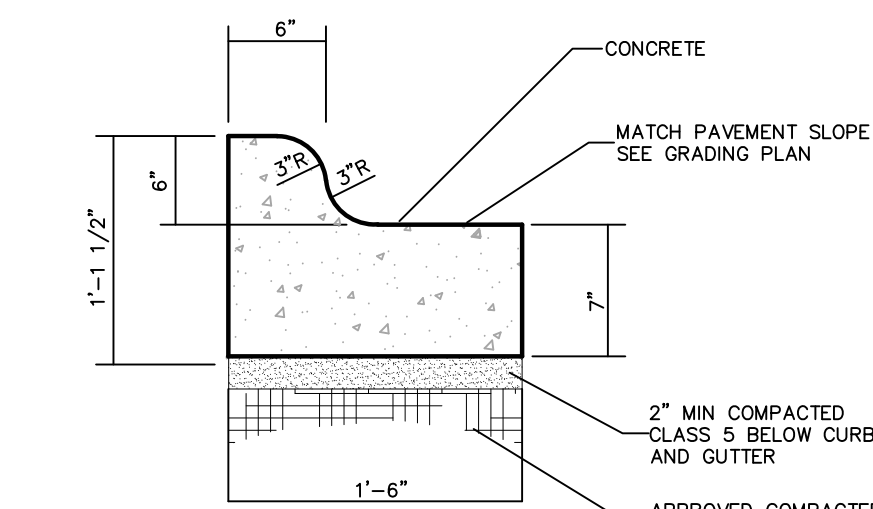
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CONST/EXPANSION JOINT - 15' O.C.E.W. ALSO WHERE PAVEMENT ABUTS ANY FIXED OBJECT. E.G. WALLS, MANHOLES, GUARDPOSTS, LIGHT STANDARDS, ETC.

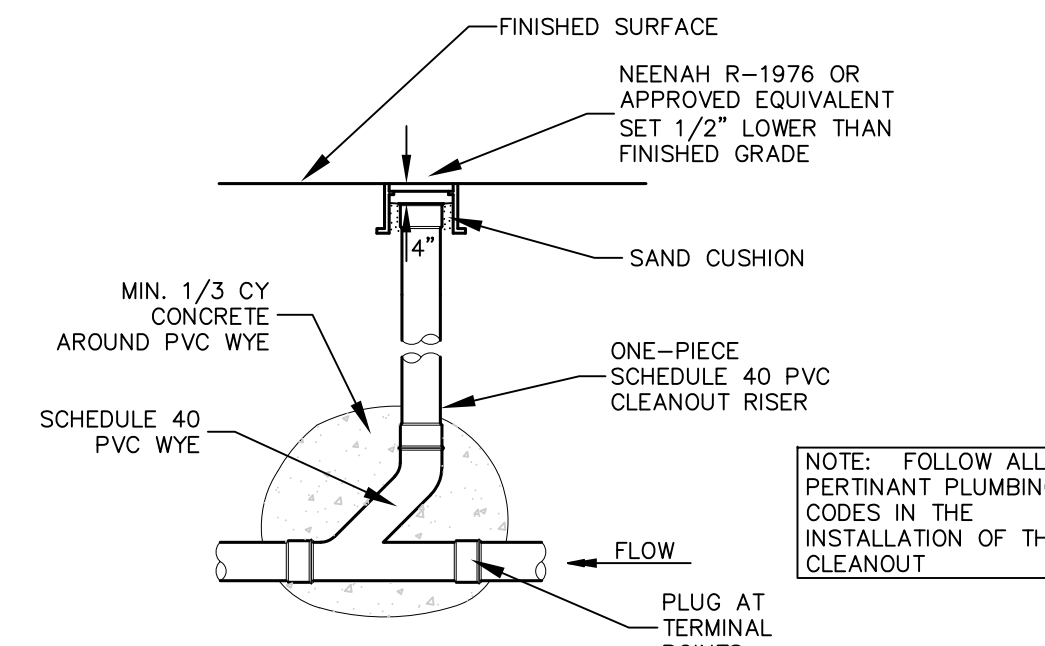
10 PAVING CONST/EXPANSION JOINT

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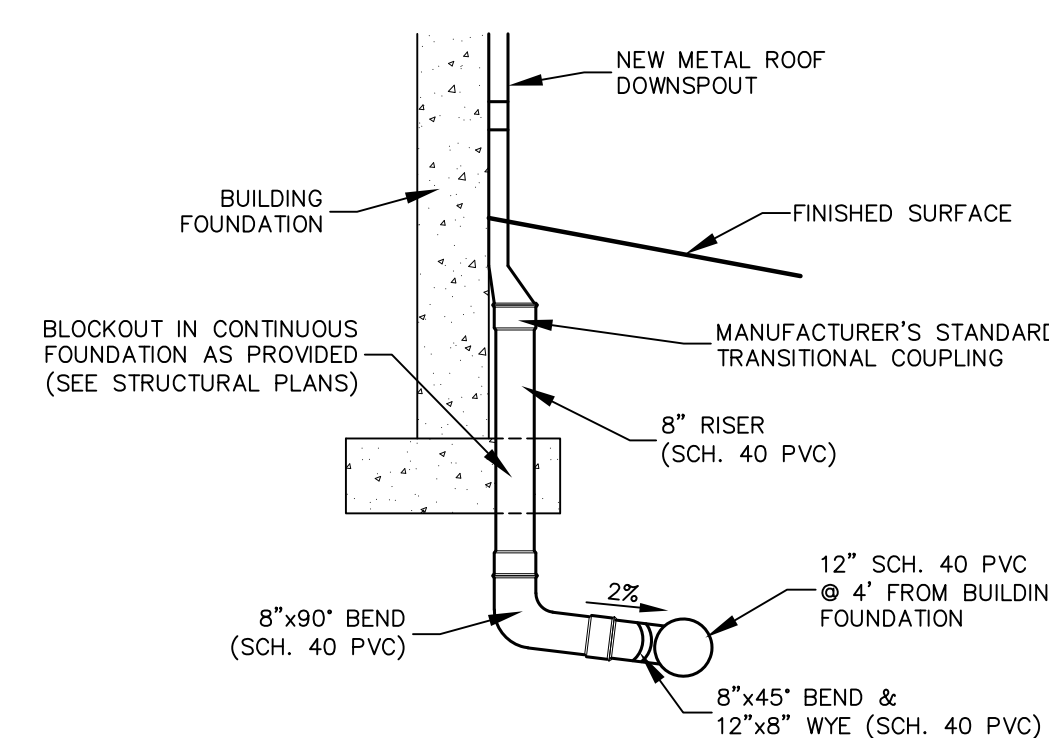
11 CURB & GUTTER (B612)

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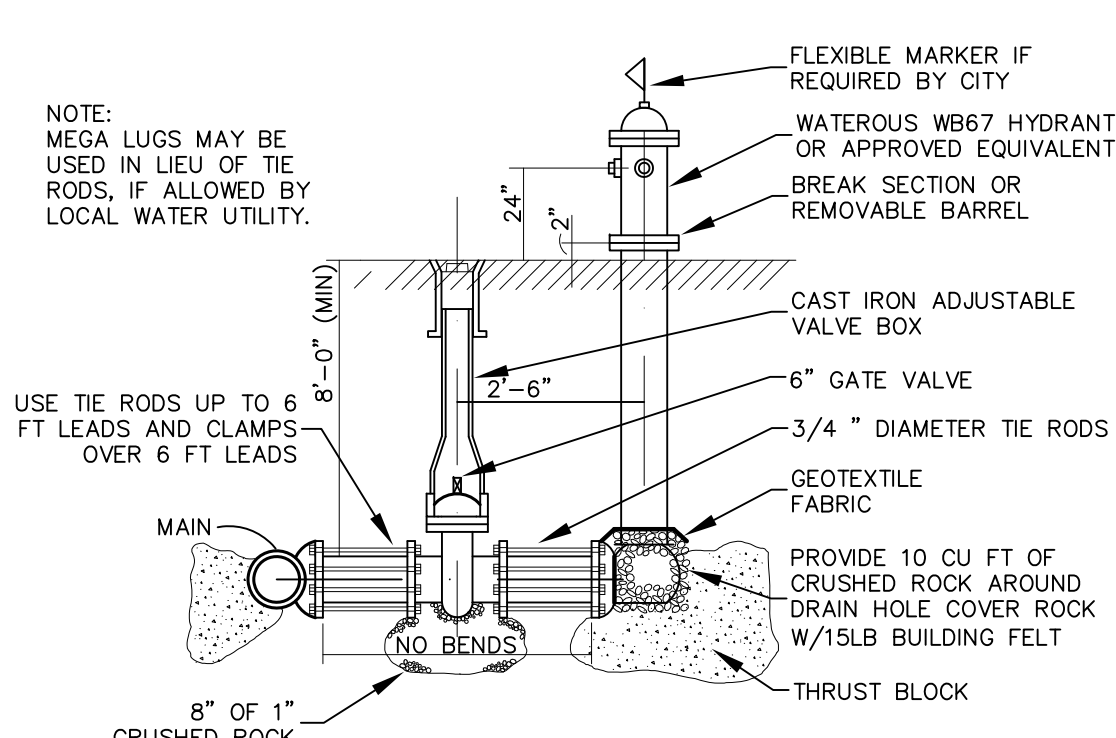
12 EXTERIOR CLEANOUT

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13 ROOF DRAIN CONNECTION

NTS



14 FIRE HYDRANT W/ GATE VALVE

NTS

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ST. CLOUD, MN 56304

MECHANICAL: JOSH HAGEN (P) 320.251.6861

ELECTRICAL:

PLUMBING:

FIRE PROTECTION: SUMMIT COMPANIES
ST. PAUL, MN 55103
CHRIS GILLEN (P) 651.251.1880

CONTRACTOR

ARCO
NATIONAL CONSTRUCTION
BEVERAGE GROUP

900 NORTH ROCK HILL ROAD
ST. CLOUD, MN 56304
(P) 320.251.6861
WWW.ARCONATIONAL.COM

CIVIL ENGINEER
STARK
ENGINEERING

www.starkeng.com
(612) 322-4424
Stark Engineering, LLC

PROJECT

CAPITOL
BEVERAGE SALES L.P.

20240 S. DIAMOND LAKE ROAD
ROGERS, MN 55374

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed **ENGINEER** under the laws of the state of MINNESOTA

Wayne C. Stark
WAYNE C. STARK
12-18-17 26093
Date License No.

JOB NO: 17-127
PA : WCBS
DATE: 9/20/17

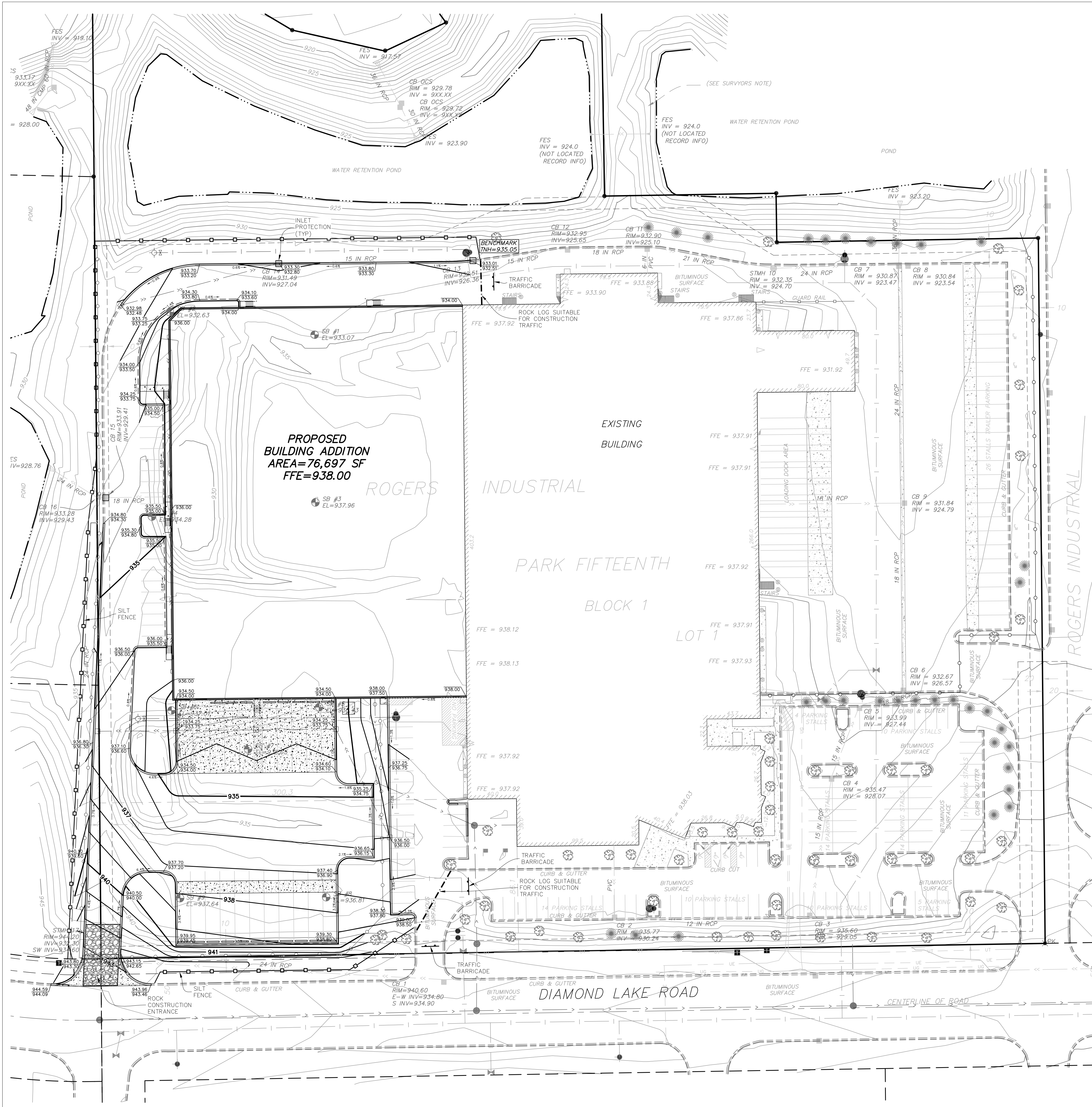
REVISIONS

12/18/17 PER REVIEW

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SHEET NUMBER
C4
DETAILS

| REVISIONS | |
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| <div><div></div><div>2</div></div> | 12/18/17 PER REVIEW |
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| SHEET NUMBER | |
| C5 | |
| SWPPP NARRATIVE | |



GRADING NOTES:

- CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS INCLUDING LOCATIONS, AND RIM AND INVERT ELEVATIONS, OF EXISTING DRAINAGE AND SANITARY STRUCTURES. LOCATION AND SIZE OF EXISTING SANITARY, WATER, AND STORM SEWER STUBS, AND EXISTING GRADES SHALL ALSO BE VERIFIED.
- EXISTING TOPOGRAPHICAL INFORMATION WAS OBTAINED FROM A TOPOGRAPHICAL SURVEY FROM DUFFY ENGINEERING AND ASSOCIATES, ST. CLOUD, MN.
- BENCHMARK: NORTH HYDRANT=935.05 (TOP NUT HYDRANT).
- ADDITIONAL REQUIREMENTS, SPECIFICATIONS, ETC. SHALL BE IN ACCORDANCE WITH THE OWNER'S SITE WORK COORDINATOR. CONTACT OWNER FOR INFORMATION.
- NOTIFY ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED BETWEEN THE EXISTING CONDITIONS AND THE CONDITIONS NOTED ON THE PLANS, WHICH ARE SIGNIFICANT ENOUGH TO ALTER THE INTENT OF THE DRAWINGS.
- IF REQUIRED BY THE MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY, THE OWNER OR CONTRACTOR SHALL OBTAIN A PLUMBING PERMIT PRIOR TO THE INSTALLATION OF ANY STORM SEWER UTILITIES.
- NOTIFY ALL UTILITY COMPANIES WITH UTILITIES IN THE PROJECT AREA BEFORE THE START OF CONSTRUCTION AND VERIFY LOCATIONS OF UTILITIES BEFORE BEGINNING WORK.
- SEE SHEET C3 FOR DETAILS AND SHEET C4 FOR EROSION CONTROL SPECIFICATIONS.
- CONTRACTOR SHALL PERFORM CALCULATIONS TO VERIFY EARTHWORK QUANTITIES. CONTRACTOR'S BID/QUOTE SHALL BE BASED ON HIS/HER OWN EARTHWORK CALCULATIONS.
- SPOT ELEVATIONS ARE TOP OF CURB AND FLOW LINE AND/OR FINISHED GRADES, UNLESS OTHERWISE INDICATED BY THE LOCATION OF THE SPOT. PROPOSED ELEVATIONS ARE INTENDED TO PROVIDE POSITIVE DRAINAGE TOWARDS CATCH BASINS AND/OR OUTLETS. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THE REQUIRED ELEVATIONS, WHICH WILL PROMOTE POSITIVE DRAINAGE THROUGHOUT THE PROJECT SITE.

NOTE: CADD FILES FOR ESTIMATING EARTHWORK QUANTITIES ARE AVAILABLE TO CONTRACTORS FOR PREPARING BIDS. IN ORDER TO RECEIVE THE CADD FILES, THE CONTRACTOR WILL NEED TO SIGN A HOLD-HARMLESS AGREEMENT PROVIDED BY DUFFY ENGINEERING & AGREE TO PAY A \$50 PROCESSING FEE.



ENTIRE SHEET REVISED PER CITY, WATERSHED & INTERNAL PLAN REVIEW COMMENTS.

CONSULTING ENGINEERS

CIVIL: STARK ENGINEERING, LLC
320 2ND AVENUE NORTH
SAUK RAPIDS, MN 56079
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WWW.STARKENGINEERING.COM

STRUCTURAL: JOHN A. KRUDING, P.E.
2625 SPRING LINE
LUDVIG, MN 55126
TEL: 952.449.2611
WWW.JAKRUDING.COM

MECHANICAL: JOHN KRUDING, P.E.
ST. CLOUD REFRIGERATION
ST. CLOUD, MN 56304
TEL: 952.449.2611
WWW.JKRUDING.COM

ELECTRICAL: SUMMIT COMPANIES
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TEL: 651.251.1880
WWW.SUMMITCOMPANIES.COM

PLUMBING: JOSH HAGEN, P.E.
320.251.6861
WWW.JOSHHAZEN.COM

CONTRACTOR

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CIVIL ENGINEER

STARK ENGINEERING
www.starkengineering.com
Stark, Minnesota, Minnesota

PROJECT

CAPITOL
BEVERAGE SALES L.P.
20240 S. DIAMOND LAKE ROAD
ROGERS, MN 55374

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed ENGINEER under the laws of the state of MINNESOTA.

WYATT C. STARK
12-18-17 26093
Date License No.

JOB NO: 17-127
PA : WCBS
DATE: 9/20/17

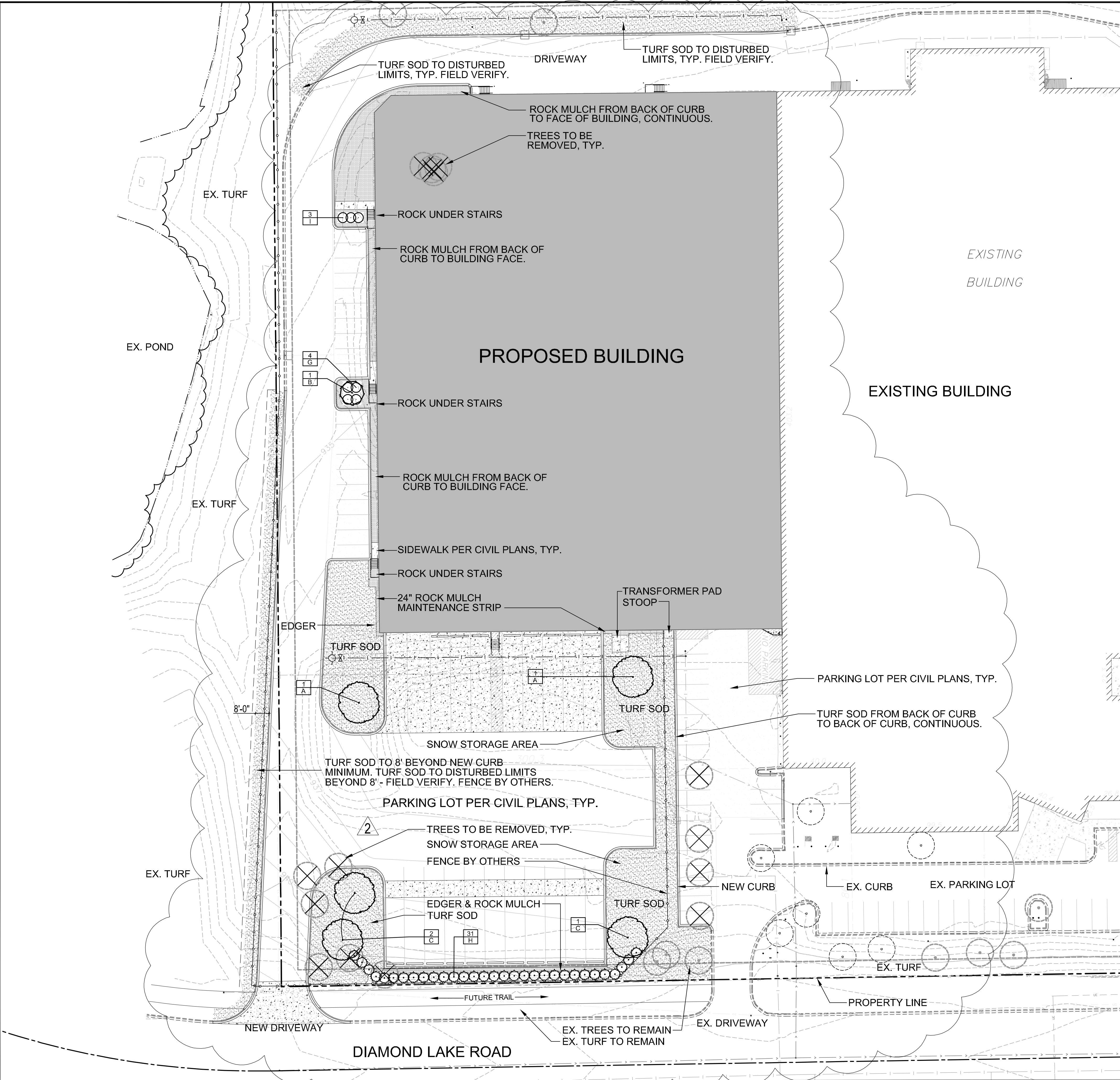
REVISIONS

10/30/17 CITY REVIEW
12/18/17 PER REVIEW

SHEET NUMBER

C6

GRADING & ESC PLAN



General Notes:

1. Refer to Sheet L-2 for Plant Schedule, Details, Notes, and Requirements.
2. Protect existing trees to remain per notes on Sheet L-2.
3. See Civil Engineer's plans for grading layout and requirements.
4. Contractor to coordinate all work in the city right-of-way with City of Rogers Public Works Department.
5. Irrigate new landscape areas per Sheet L-2.
6. All existing concrete base materials from the existing parking area & driveway in the proposed turf to be removed and 4"(min.) to native soils & imported topsoil be installed before turf is placed.

Landscape Legend:

Existing Tree To Be Removed Per Civil Plans

Existing Overstory Tree To Remain Per Civil Plans

Proposed Deciduous Overstory Tree

Proposed Coniferous Tree

Proposed Deciduous Ornamental Tree

Proposed Large Deciduous Shrub

Proposed Large Coniferous Shrub

Proposed Medium Deciduous Shrub

Proposed Perennial Plant

Proposed Decorative Rock Mulch

Proposed Turf Sod

ARCHITECT

GMA

ARCHITECTS

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CONSULTING ENGINEERS

CAVIX DESIGN GROUP

370 SELBY AVENUE, SUITE 301
ST. PAUL, MN 55102
(651) 766-9316

PLUMBING:

STRUCTURAL:

MECHANICAL:

LANDSCAPE ARCHITECT

CAVIX DESIGN GROUP

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ST. PAUL, MN 55102
(651) 766-9316

FIRE PROTECTION:

SUMMIT COMPANIES

1000 W. 10TH AVENUE
ST. PAUL, MN 55103
CHRIS GILLEN (P) 651.251.1881

PROJECT

CAPITOL

BEVERAGE SALES LP

20240 S. DIAMOND LAKE ROAD
ROGERS, MN 55374

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the state of MINNESOTA.

Benjamin Hartberg, PLA

12-11-2017 48084
Date License No.

JOB NO : SJ1784

PA : MEM

DATE : 9/20/2017

REVISIONS

| | |
|--|----------------------|
| | 10/30/17 CITY REVIEW |
| | 12/11/17 PER REVIEW |

SHEET NUMBER

L-1

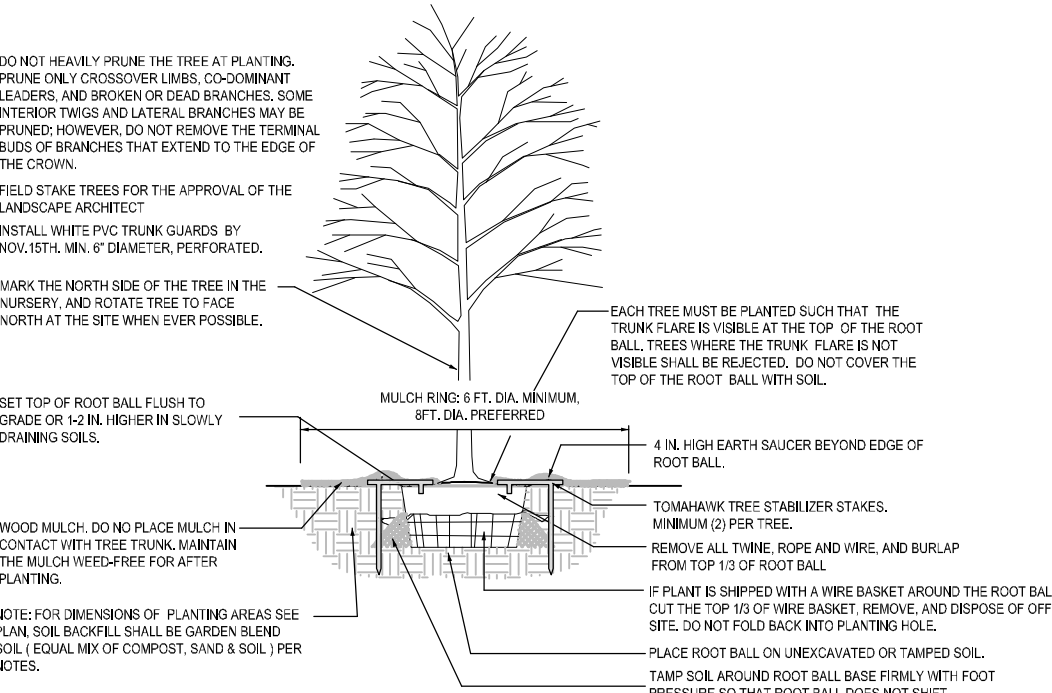
Planting Palette:

| Qty. | Qty. | Scientific Name | Common Name | Size | Root | Notes |
|------|------|---------------------------------|---------------------|-----------|------|------------|
| 2 | A | Acer x freemantii 'Sienna' | Sienna Glen Maple | 2.5" Cal. | B&B | |
| 1 | B | Syringa reticulata 'Ivory Silk' | Japanese Tree Lilac | 2.0" Cal. | B&B | |
| 3 | C | Quercus bicolor | Swamp White Oak | 2.5" Cal. | B&B | Spring Dug |

TREES:

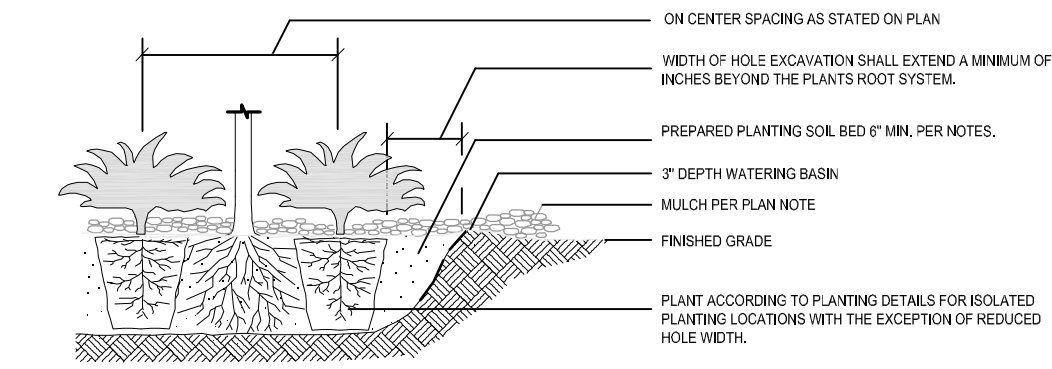
| Qty. | Key | Scientific Name | Common Name | Size | Root | Notes |
|------|-----|--|--------------------------------|-------------|------|---|
| 4 | G | Viburnum trilobum 'Bailey Compact' | Compact American Cranberrybush | #5/24" Hgt. | POT | |
| 31 | H | Thuja occidentalis 'Techny' | Techny Arborvitae | 6'-0" Hgt. | POT | Plants must be 6' tall at time of planting. |
| 3 | I | Calamagrostis x acutiflora 'Avalanche' | Avalanche Feather Reed Grass | #2/16" Hgt. | POT | |

SHRUBS + PERENNIALS:



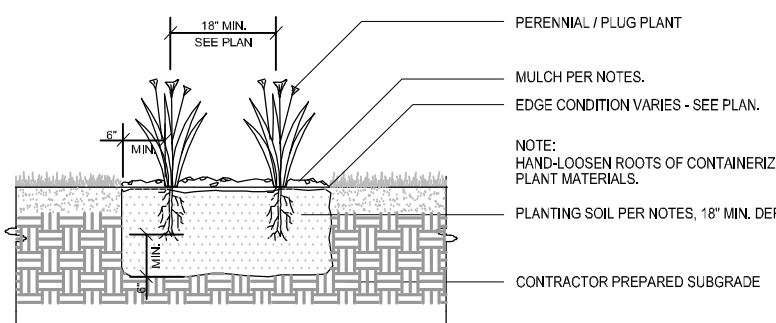
1 DECIDUOUS TREE PLANTING - SECTION

NOT TO SCALE



2 TYP. SHRUB PLANTING - SECTION

NOT TO SCALE



3 TYP. PERENNIAL / PLUG PLANTING DETAIL

NOT TO SCALE

Irrigation Performance Requirements:

- IRRIGATION SYSTEM IS DESIGNED FOR 40(+/-) PSI AT THE BASE OF ALL SPRINKLER HEADS. NOTIFY LANDSCAPE ARCHITECT IF EXISTING PRESSURE DIFFERS.
- LAYOUT WORK AS ACCURATELY AS POSSIBLE. THE CONTRACTOR MAY MAKE MINOR ADJUSTMENTS TO THE LOCATION AND SPACING AS NECESSARY TO ACCOMMODATE ACTUAL FIELD CONDITIONS. HEAD LOCATIONS SHALL BE FLAGGED AND REVIEWED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- COORDINATE SLEEVING AND IRRIGATION PIPE / HEAD / INTERNAL PLUMBING INSTALLATION WITH THE WORK OF OTHERS.
- ALL MATERIALS SHALL BE INSTALLED AS DETAILED ON DRAWINGS. (HOWEVER, IF THE CONTRACT DRAWINGS AND/OR SPECIFICATIONS DO NOT THOROUGHLY DESCRIBE THE METHOD OR TECHNIQUES TO BE USED, THE CONTRACTOR SHALL FOLLOW THE INSTALLATION METHODS ISSUED BY THE MANUFACTURE. ALL SUCH LITERATURE MUST BE SUBMITTED 48 HOURS PRIOR TO INSTALLATION FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT.)
- CHECK AND VERIFY ALL EXISTING AND PROPOSED SITE CONDITIONS, UTILITIES AND SERVICES PRIOR TO TRENCHING.
- LATERAL PIPING TO BE A MINIMUM OF 12 INCHES DEEP AND MAINLINES A MINIMUM OF 18 INCHES DEEP.
- ALL MAIN LINE PIPING AND LATERAL PIPE OF 1-1/2" AND LARGER SHALL BE PVC (SDR 26 / CLASS 160). ALL OTHER LATERAL PIPE OF 1-1/4" AND SMALLER MAY BE POLYETHYLENE.
- ALL TEES AND ELBOWS ON 2-1/2" MAIN SHALL BE PVC (160 PSI).
- ALL SPRINKLERS SHALL BE AS NOTED ON DETAIL & SPECIFICATION.
- ADJUST HEADS FOR GRADE, AS NECESSARY, AFTER TURF GRASS HAS BEEN ESTABLISHED AND ALL SETTLEMENT AT HEADS HAS OCCURRED.
- ALL AUTOMATIC CONTROLLERS, RISERS, BACKFLOW PREVENTERS AND HOSE BIBS SHALL BE SET PLUM. SPRINKLER HEAD RISERS, QUICK COUPLER VALVES AND ALL VALVES WITH STEMS SHALL BE SET PERPENDICULAR TO FINISHED GRADE.
- CONTROL VALVE WIRES, INCLUDING THE GROUND WIRE, SHALL BE #12 GAUGE U.F.U.L. APPROVED DIRECT BURIAL. UNDERGROUND CONNECTIONS SHALL BE MADE WITH 3-M WIRE CONNECTORS (DBY) OR APPROVED EQUAL.
- VALVES FOR ALL ZONES SHALL BE AS PER SPECIFICATIONS.
- PLACE ALL VALVES IN APPROVED VALVE BOXES.
- USE TEFLON TAPE ON ALL THREADED JOINTS.
- BRAND EACH VALVE BOX WITH 2" HIGH LETTERING SHOWING ZONE NUMBER AND CONTROLLER LETTER (EXAMPLE 'A3'). THIS STAMP IS TO MATCH THE ZONE SHOWN ON THE PLAN UNLESS OTHERWISE DIRECTED BY LANDSCAPE ARCHITECT.
- CONDUCT PERFORMANCE TEST IN THE PRESENCE OF OWNER AND LANDSCAPE ARCHITECT FOLLOWING COMPLETION OF SYSTEM INSTALLATION.
- CONDUCT AND DEMONSTRATE WINTERIZATION AND SPRING START-UP PROCESS TO OWNER IN THE FALL OF COMPLETION.
- LANDSCAPE ARCHITECT SHALL BE NOTIFIED TO VERIFY TRENCH DEPTHS BEFORE BACKFILLING.
- INSTALL FLOOD BUBBLER HEADS IN STREET TREE PLANTING AREAS.
- AFTER INSTALLATION OF DRIP IRRIGATION PIPE IS COMPLETE AND PRIOR TO SODDING, SEEDING OR MULCH INSTALLATION, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT TO REVIEW THE INSTALLATION OF THE DRIP IRRIGATION SYSTEM.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING A COMPLETE IRRIGATION LAYOUT PLAN SET AND SUBMITTING TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF FIELD INSTALLATION.
- COORDINATE LOCATION OF ROOFTOP-MOUNTED ATMOSPHERIC MOISTURE (RAIN) SENSOR WITH OWNER AND ARCHITECT.
- SUBMIT LAYOUT PLAN AND PRODUCT DATA TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
- IRRIGATION INSTALLER IS TO PROVIDE AS-BUILT PLANS IN BOTH PAPER AND CAD FORMATS, UPON COMPLETION OF INSTALLATION.
- INSTALL TRACER WIRE ON ALL MAIN AND LATERAL LINES.

Landscape Notes:

- Tree saucer mulch to be four inches (4") depth natural color, single-shred hardwood mulch for trees outside of a plant bed. Install per tree planting detail. Dyed mulch is not acceptable.
- Refer to civil plan sheets for grading, drainage, site dimensions, survey, proposed utilities & erosion control.
- All plant material shall comply with the latest edition of the American Standard for Nursery Stock, American Association of Nurserymen. Unless noted otherwise, deciduous shrubs shall have at least 5 canes at the specified shrub height. Plant material shall be delivered as specified. Landscape contractor is required to provide written proof plant materials supplied to the job site are free of Neonicotinoids.
- Plan takes precedence over plant schedule if discrepancies in quantities exist.
- All proposed plants shall be located and installed in the location(s) shown on the layout plan.
- Adjustment in location of proposed plant material may be needed in field. Should an adjustment be required, the client will provide field approval. Significant changes may require city review and approval.
- The project landscape contractor shall be held responsible for watering and properly handling all plant materials brought on the site both before and after installation. Schedule plant deliveries to coincide with expected installation time within 36 hours.
- All plant materials shall be fertilized upon installation as specified.
- The landscape contractor shall provide the owner with a watering schedule appropriate to the project site conditions and to plant material growth requirements.
- If the landscape contractor is concerned or perceives any deficiencies in the plant selections, soil conditions, drainage or any other site condition that might negatively affect plant establishment, survival or guarantee, they must bring these deficiencies to the attention of the landscape architect & client prior to bid submission. Plant bed drainage concerns during plant installation shall be brought to the attention of the Owner and General Contractor immediately.
- Contractor shall establish to his/ her satisfaction that soil and compaction conditions are adequate to allow for proper drainage at and around the building site.

- Contractor is responsible for ongoing maintenance of all newly installed material until time of owner acceptance. Any acts of vandalism or damage which may occur prior to owner acceptance shall be the responsibility of the contractor. Contractor shall provide the owner with a maintenance program including, but not limited to, pruning, fertilization and disease/pest control.

- The contractor shall guarantee newly planted material through one calendar year from the date of written owner acceptance. Plants that exhibit more than 20% die-back damage shall be replaced at no additional cost to the owner. The contractor shall also provide adequate tree wrap and deer/rodent protection measures for the plantings during the warranty period.

- This layout plan constitutes our understanding of the landscape requirements listed in the ordinance. Changes and modifications may be requested by the city based on applicant information, public input, council decisions, etc.

- The landscape contractor shall be responsible for obtaining any permits and coordinating inspections as required throughout the work process.

- Plant size & species substitutions must be approved in writing prior to acceptance in the field.

- The landscape contractor shall furnish an Irrigation Layout Plan for head-to-head coverage of all tree, turf, and shrub planting areas. Use Hunter commercial-grade irrigation equipment and provide product cut-sheets and (4) copies of the proposed layout plan to the landscape architect for review and approval. Coordinate irrigation connection point, controller, back-flow and valving locations with the architect & general contractor. Verify if the existing irrigation system has zone capacity to accommodate this new system. Drip irrigation is allowed only in perennial beds. All Valve boxes and in-ground vaults shall have locking lids.

- All edger shall be professional grade black steel edger, 1/8" Thick, minimum 8" straight lengths. Anchor every 18" on-center (minimum). Submit sample.

- Landscape Contractor is responsible for coordination with the General Contractor, to protect the new improvements on and off-site during landscape work activities. Report any damage to the General Contractor immediately.

- Unless otherwise noted/indicated, plant beds shall receive 4" depth single-shred hardwood mulch over fabric weed mat, per detail. Submit mulch sample for Owner approval. Do not install weed mat under perennials, with the exception of ornamental grasses.

- Rock mulch for foundation planting areas shall be 3/4" dia. inch Bryan decorative limestone rock mulch. Install per detail. Submit mulch samples for approval.

- All planting, seeding, and sodded areas shall be prepared prior to installation activities with a harley power box rake or equal to provide a firm planting bed free of stones, sticks, construction debris, etc.

- Turf installation activity shall conform to all rules and regulations as established in the MnDOT Seeding Manual, 2014 edition, for turf bed preparation, installation, maintenance, and warranty.

- The Landscape Contractor shall furnish samples of all landscape materials for approval prior to installation.

- The Landscape Contractor shall clear and grub the underbrush from within the work limits to remove dead branches, leaves, trash, weeds and foreign materials. Remove trees where noted on the plan, including the stump to 30" below grade.

- The landscape contractor shall contact Gopher State One Call no less than 48 hours before digging for field utility locations.

- The landscape contractor shall be responsible for the removal of erosion control measures once vegetation has been established to the satisfaction of the municipal staff. This includes silt curtain fencing and sediment logs placed in the landscape.

- The landscape contractor shall be responsible for visiting the site to become familiar with the conditions prior to bidding and installation. Coordinate with the general contractors on matters such as fine grading, landscaped area conditions, staging areas, irrigation connection to building, etc.

- See Site and Civil plans for additional information regarding the project.

- Soil infill for planting will consist of imported or stockpiled pulverized topsoil as defined: no less than 4" in seed sod areas, 6" in shrub beds, and 12" in tree beds. Slope away from building. Topsoil import and fine (or finish) grading by Landscape Contractor.

- Landscape contractor must prove the open sub-grade of all planting areas after their excavation is capable of infiltrating a minimum requirement of 1/4-inch of water per hour prior to installation of plant materials, topsoil, irrigation, weed mat, and mulch. Planting areas not capable of meeting this requirement shall have 4" diameter X 48" depth holes augured every 36" on-center and filled with MnDOT Free-Draining Coarse Filter Aggregate. Re-test sub-grade percolation for compliance to infiltration minimum requirement.

LANDSCAPE NOTES, DETAILS, AND SCHEDULES:

LANDSCAPE ARCHITECT: CALYX DESIGN GROUP
370 SELBY AVENUE, SUITE 301
ST. PAUL, MN 55102
(651) 766-9116

PLUMBING: SUMMIT COMPANIES
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ST. PAUL, MN 55103
CHRIS GILLEN (P) 651 251 1880

CONSULTING ENGINEERS: DUFFY ENG AND ASSOC. INC.
390 HWY 10 SOUTH, SUITE 101
WYOMING, MN 55092
(507) 320-2951

STRUCTURAL: JOHN A. KRUDWIG, P.E.
1235 ST. FRANK LINE ROAD
JOHN KRUDWIG (P) 913 660 0384
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ST. CLOUD, MN 56304
JOSH HUGEN (P) 320 251 6881

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WWW.GMA-ARCHITECTS.COM

PROJECT: CAPITOL BEVERAGE SALES LP
20240 S. DIAMOND LAKE ROAD
ROGERS, MN 55374

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the state of MINNESOTA.

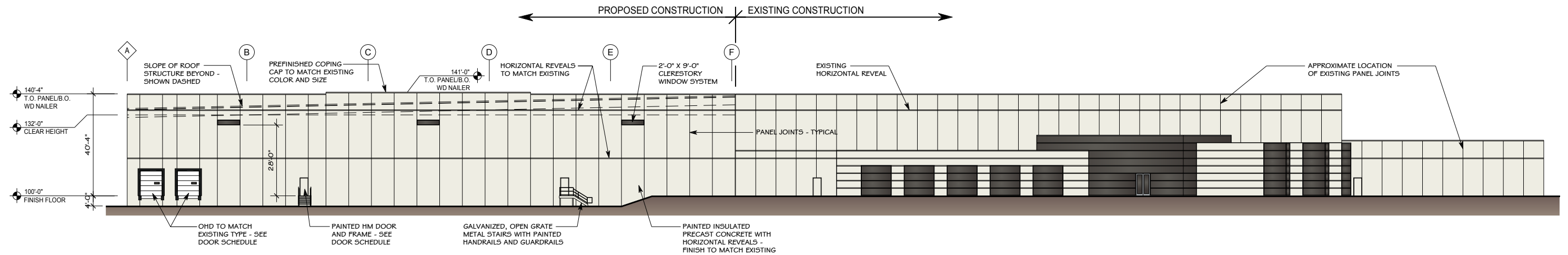
Benjamin Hartberg, PLA
12-11-2017 48084
Date License No.

JOB NO : SJ1784
PA : MEM
DATE : 9/20/2017

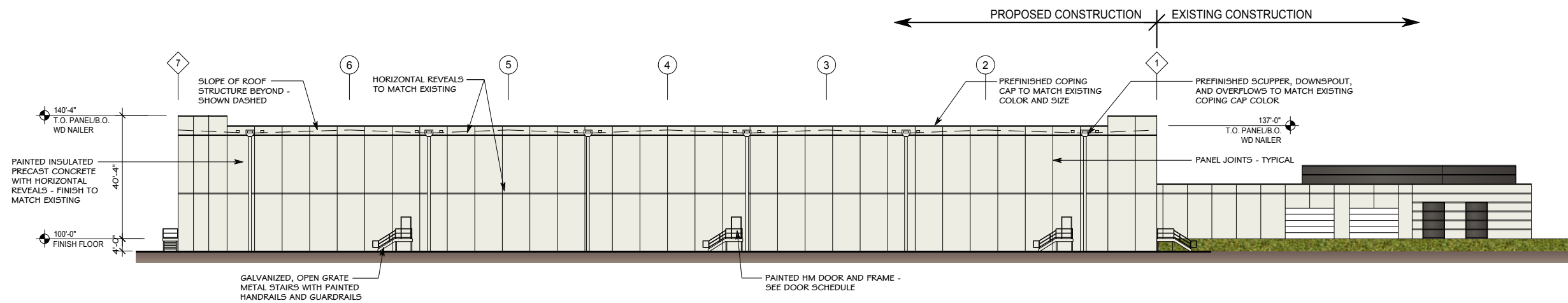
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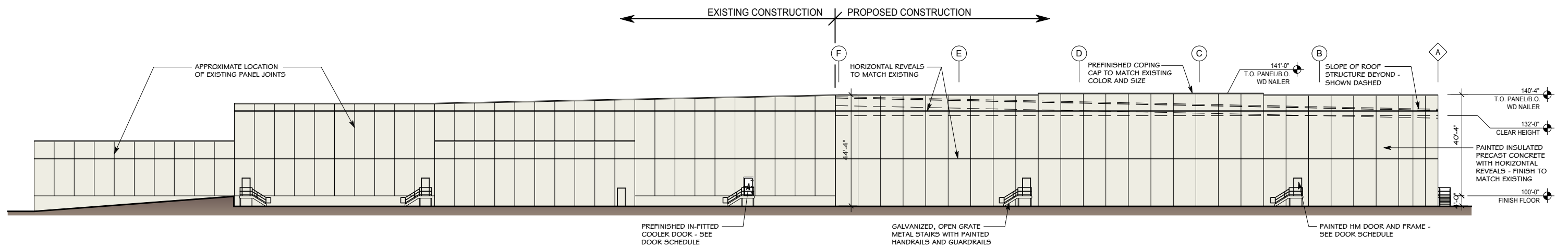
L-2



1 EXTERIOR ELEVATIONS - SOUTH
A.5 SCALE: 1" = 40'-0"



2 EXTERIOR ELEVATIONS - WEST
A.5 SCALE: 1" = 40'-0"



3 EXTERIOR ELEVATIONS - NORTH
A.5 SCALE: 1" = 40'-0"

[Torrens Cert#]
[Abstract Cert#]

DEVELOPER'S AGREEMENT

CAPITOL BEVERAGE EXPANSION

THIS AGREEMENT is made this 23rd day of April, 2019 by and between the City of Rogers, a municipal corporation under the laws of Minnesota ("City"), located at 22350 Diamond Lake Road, Rogers, Minnesota 55374, and Capitol Beverage Sales, LP, a Delaware Partnership, located at 6982 Highway 65 NE, Fridley, MN 55342 ("Developer").

RECITALS

- A. Developer is the fee owner of certain real estate, totaling 12.40 acres, located in the City of Rogers, Minnesota at 20240 South Diamond Lake Road, which is legally described on the attached Exhibit A ("Subject Property").
- B. The Developer intends to construct a 77,025 square foot addition onto the existing facility on the Subject Property ("Development").
- C. The City Council approved the following for the Development: a Variance allowing front yard storage of vehicles and trailers by Resolution No. 2017-76 on October 27, 2017, and recorded at Hennepin County on October 27, 2017, per Document No. A10497580; a Variance reducing parking setbacks by Resolution No. 2017-77 on October 27, 2017, and recorded at Hennepin County on October 27, 2017, per Document No. A104975879; and Site Plan by Resolution No. 2017-78 on October 24, 2017, and recorded at Hennepin County on October 27, 2017, per Document No. A10497581 (collectively, "City Approvals").
- D. The City Council approved a Conditional Use Permit for the Development by Resolution No. 2019-36 on April 23, 2019 for the purpose of outdoor storage of trucks and trailers on the Subject Property.
- E. Developer agrees to comply with the requirements set forth by City Code, City Approvals and the Approved Plans, as herein defined and enumerated on the attached Exhibit C and Exhibit D, except as may be specifically authorized in this Agreement.

F. The City and the Developer now desire to enter into this Developer's Agreement ("Agreement") setting forth certain requirements and obligations relating to the development of the Subject Property including but not limited to the execution and recording of certain instruments. This Agreement is intended to replace and supersede all previous oral agreements, previous development and early start agreements and related amendments thereto, and previous negotiations between the parties in relation to the Subject Property.

G. The City requires that should the Developer perform work and install certain on and off-site improvements within the Subject Property, which work and improvements typically consist of the streets, utilities, lighting, grading, boulevard landscaping, drainage swales, erosion control, street cleaning, landscaping, trails, and wetland buffer, and which specific improvements required to the Subject Property as indicated in the Approved Plans (as described in Section 1.01) shall be referred to herein as the "Improvements."

AGREEMENT

ARTICLE ONE CONSTRUCTION OF IMPROVEMENTS

1.01. Developer Responsible. Before commencing construction of the Improvements, the Developer shall submit its plans and specifications to the City for the City's review and approval, with such approval being provided in writing to the Developer. Developer agrees to construct and fully pay for the Improvements required for development of the Property, as described in plans and specifications approved by the City Engineer ("Approved Plans"). For the purpose of this Agreement, the Approved Plans shall include the Site, Grading, Utilities and Erosion Control Plan Sets dated October 30, 2017 with a final revision date of December 18, 2017, as more specifically set forth in Exhibit C. The Improvements and estimated costs are listed in the attached Exhibit B. The Improvements shall be constructed in accordance with City specifications and the Approved Plans. A copy of the Approved Plans must be filed with the Public Works Director prior to commencement of construction of the Improvements. Prior to beginning construction, the Developer or the Developer's engineer will schedule a preconstruction meeting with all parties concerned, including City staff and engineers to review the program for construction work. All labor and work will be free from defects and in strict conformance with the Approved Plans. Any deviation from the Approved Plans must be preapproved in writing by the Public Works Director.

1.02. Staking, Surveying and Inspections. Developer must provide all required staking and surveying for the Improvements in order to ensure that the completed Improvements conform to the Approved Plans. The City will provide for construction inspection. Developer must notify the Public Works Director at least 48 hours in advance, not including weekend days or holidays, for inspection service or scheduling of tests to be performed. Costs incurred by the City for the inspection activities will be recovered through the escrow described in Article Two.

1.03. Unsatisfactory Labor or Material. In the event that the Public Works Director rejects as defective or unsuitable any material, then such material must be removed and replaced with approved material at the sole cost and expense of the Developer. In the event that the Public Works Director rejects as defective or unsuitable any labor supplied by the Developer, then the labor must

be completed again to the specifications and with the approval of the Public Works Director at the sole cost and expense of the Developer. The Public Works Director shall not reject as defective or unsuitable material or labor delivered consistent with the Approved Plans (or any amendment to the Approved Plans agreed to by the City and the Developer).

1.04. Records. Upon request by the Public Works Director, Developer will provide requested copies of bids, change orders, suppliers, subcontractors, or related matters, relating to the Improvements.

1.05. Final Inspection/Acceptance. Upon completion of all work required by the Public Works Director, the Public Works Director and representatives of the Developer's contractor and/or engineer will promptly make a final inspection of the work to determine that the Improvements were installed pursuant to the Approved Plans. Before final payment is made to the contractor by the Developer, the Public Works Director shall be satisfied that all work is satisfactorily completed in accordance with the Approved Plans, and the Developer's engineer shall submit a written statement attesting to the same. The final approval and acceptance of the development and Improvements shall be in writing from the City. The written approval and acceptance will also accept any Improvements which are to be transferred to the City upon proper completion.

1.06. As-built Plans. Upon completion of the Improvements, the Developer shall provide the City with: (i) a full set of as-built plans in a digital PDF format, and (ii) an as-built survey in a CADD format, for City records. Utility profiles are not required to be included in the as-built plans.

1.07. Maintenance Bond. The Developer and/or its contractor shall be required to furnish the City a two (2) year maintenance bond guaranteeing the Improvements that are transferred to the City. The maintenance bond shall be provided to the City upon final inspection and acceptance of said Improvements.

1.08. Maintenance of Public Property. Developer agrees to assume full financial responsibility for any damage which may occur to public property with the development of Subject Property, including, but not limited to, streets, street sub-base, base, bituminous surface, curb, utility system including, but not limited to water main, sanitary sewer or storm sewer when said damage occurs as a result of the activity which takes place during the development of the Subject Property by the Developer, its contractors or subcontractors or assigns. The Developer further agrees to pay all costs required to repair the streets or utility systems, or both, damaged or cluttered with debris when occurring as a direct or indirect result of the construction that takes place by said Developer, its contractors or subcontractors or assigns. In the event the Developer fails to maintain or repair the damaged public property referred to aforesaid, after first receiving 72 hours' written notice of the nature of the default or damage, the City may undertake making or causing it to be repaired or maintained. The City may draw down on the escrow, Letter of Credit or any other cash deposits made by Developer to pay such costs, if Developer fails to complete the repairs.

1.09. Maintenance of Improvements. Developer shall be responsible for all maintenance, upkeep and repair (including, but not limited to snow plowing, mowing, weed control, and grading) of the Improvements until such are completed and accepted by the City. Developer shall remain responsible for all maintenance and upkeep of Improvements that are not transferred to the City.

Developer hereby agrees to indemnify and hold the City harmless from any and all claims for damages of any nature whatsoever arising out of Developer's acts or omissions in performing the obligations imposed upon Developer by this paragraph.

EASEMENT; RIGHT OF ENTRY

1.10. To the Developer. The City grants to the Developer a Temporary Construction Easement ("Temporary Easement") over, under and across public property and the rights-of-way dedicated to the public for purpose of construction of the Improvements and proposed access drive. The Temporary Easement shall commence with the execution of this Agreement, and shall terminate upon acceptance of the Improvements by the City.

1.11. To the City. The Developer grants to the City, its agents, representatives, employees, officers, and contractors, a right of entry to access all areas of the Subject Property to perform any and all work and inspections necessary or deemed appropriate by the City or to take any corrective actions deemed necessary by the City in conjunction with this Agreement. The right of entry conveyed by the Developer to the City shall continue until the City accepts the Improvements. The City will provide the Developer with reasonable notice prior to exercising its rights hereunder, except in the case of an emergency.

PERMANENT EASEMENTS

1.12. Access Easement. City shall provide to the Developer City a perpetual Access Easement along the western property line of the Subject Property.

1.13. Trail Easement. Developer shall provide to the City a perpetual Trail Easement along the southern property line of the Subject Property and adjacent to the Right of Way of South Diamond Lake Road.

ARTICLE TWO FINANCIAL GUARANTY AND REQUIRED PAYMENTS

2.01. Development Costs. All fees and costs as further set out in Exhibit B must be paid in full to the City prior to the delivery of the Final Plat to Developer for recording.

2.02. Financial Guaranty, Improvements. Prior to commencement of construction of the Improvements, the Developer will furnish the City an irrevocable letter of credit ("Security") approved by the City Attorney, in the amount as set forth in Exhibit B. The Security must contain a provision that prohibits the issuer or surety from terminating the Security without first giving 45 days' written notice to the City of the proposed termination or expiration of the Security. Failure of the Developer to post a substitute Security within five (5) business days after notice by the City shall constitute a default that shall be grounds for drawing on the Security. The City Administrator may grant a reduction in the Security upon written request by the Developer based upon the value of the completed work at the time of the requested reduction. The Security may not be reduced to less than 10% of the original amount until all work required of the Developer by this Agreement have been completed and accepted by the City. Upon failure of the Developer to perform, the City may declare

the Agreement to be in default and the amount of the Security shall be paid over to the City. From the proceeds of the Security, the City shall be reimbursed for any attorneys' fees, engineering fees or other technical or professional assistance, including the work of the City staff and employees, and the remainder thereof shall be used by the City to complete the Improvements. The Developer shall be liable to the City to the extent that the Security is inadequate to reimburse the City its costs and pay for the completion of the work. The Security provided by Developer shall be in compliance with the Letter of Credit policy of the City which Developer acknowledges receipt of a copy.

2.03. Escrow. The Developer shall submit an escrow for the Development as required by Exhibit B. This escrow is to be used by the City staff to charge costs of services or materials in connection activities required under this Agreement as set forth on the attached Exhibit B. In the event the escrow amount is insufficient, Developer shall pay additional escrow as determined by the City. The City will notify the Developer in writing when additional escrow cash must be placed in the escrow account. Developer shall pay additional escrow as determined by the City within 10 days of written demand. Failure to make payment of the additional escrow amount will permit the City to supplement those amounts from the Security pursuant to Section 2.02 or to issue the Developer a stop work order. A new Escrow Receipt Form must be completed when replenishing the escrow and to insure that contact information on the new Escrow Receipt Form is the same as the original escrow form. The City shall return the unused escrow balance to the Developer no sooner than six (6) months after the acceptance of the Improvements by the City at the contact information provided on the Escrow Receipt Form.

ARTICLE THREE OTHER REQUIREMENTS

3.01. Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents and employees shall not be personally liable or responsible in any manner to the Developer, the Developer's contractor or subcontractor, material suppliers, laborers or to any other person or persons for any claim, demand, damages, actions or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of the work required by this Agreement to be performed by the Developer. The Developer will hold the City, its officials, agents and employees harmless from all such claims, demands, damages, or causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting engineering services, and other technical or professional assistance, including the work of City staff and employees, except for gross negligence or willful misconduct. The Developer further agrees that it will indemnify, defend, and hold harmless the City and its governing body members, officers, and employees, from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants on the Subject Property, except to the extent caused by the acts or omissions of the City. Nothing in this section will be construed to limit or affect any limitations on liability of the City under State or federal law, including without limitation Minnesota Statutes Sections 466.04 and 604.02.

3.02. Insurance. The Developer must keep the insurance in force at all times that construction on the development is in progress. The insurance must name the City as an additional insured. The Developer shall furnish proof of insurance acceptable to the City, covering any public liability or

property damage by reason of the operation of the Developer's equipment, laborers, and hazard caused by the Improvements, and include at least the following:

- a. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury, including death, and property damage (to include, but not be limited to damages caused by erosion or flooding) which may arise out of Developer's work or the work of any of its subcontractors. The exclusion for underground collapse shall be removed.
- b. Limits for bodily injury or death shall not be less than \$500,000.00 for one person and \$1,500,000.00 for each occurrence; limits for property damage shall not be less than \$2,000,000.00 for each occurrence.
- c. Worker's compensation insurance, with statutory coverage, if applicable.
- d. Developer shall file a Certificate of Insurance with the City Clerk prior to commencing site grading. Developer shall be responsible for insuring that the Certificate bear the following wording.

"Should any of the above policies be canceled or terminated before the expiration date thereof, the issuing company shall give thirty (30) days written notice of cancellation or termination to the Certificate Holder."

3.03. Permitting. No permits for the Development shall be issued until the City and Developer execute this Agreement and all amounts due and securities required under this Agreement are paid to the City. No occupancy shall occur until a Certificate of Occupancy is issued by the City Building Official.

3.04. Underground Utilities. The Developer shall contact the electric, telephone, gas and cable companies that are authorized to provide service to the Subject Property for the purpose of ascertaining whether any of those utility providers intend to install underground lines within the development. Any costs associated with the installation of underground utilities required by the utility companies shall be solely borne by the Developer. The Developer agrees to comply with applicable requirements of franchise ordinances in effect in the City, copies of which are available from the City Clerk.

3.05. Street Cleaning. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, its contractors, subcontractors, agents or assigns. The City will inspect the Subject Property not less than on a weekly basis to determine whether it is necessary to take additional measures to clean dirt and debris from the streets. After 24 hours' verbal notice to the Developer, the City may complete or contract to complete the clean-up at the Developer's expense. The City may draw down on the escrow, letters of credit or any other cash deposit to pay such costs.

3.06. Construction Hours; Noise; Dust. Developer will comply with all requirements of the City pertaining to the hours and days during which construction activities may take place. Unless otherwise approved by the City, construction hours shall be 7:00 a.m. to 9:00 p.m. Monday through Friday and 8:00 a.m. to 7:00 p.m. on Saturday. The Developer shall provide dust control to the satisfaction of the City Engineer.

3.07. Lighting. The Developer shall be financially responsible for the cost of lighting for the Development as described on the Electrical Site Plan.

3.08. Erosion Control. Developer shall be responsible for compliance with an approved erosion control plan. The Developer will be given a telephone notice when an unsatisfactory condition exists that is determined to be a Developer's responsibility. Work to correct said unsatisfactory condition shall commence within 72 hours from the time of the telephone notice. If work is not commenced within 72 hours of said telephone notice, City will proceed to do the required work at the expense of the Developer. If it is determined that the unsatisfactory condition could result in degradation of downstream water quality, Developer shall, upon telephone notice, immediately proceed to correct said unsatisfactory condition. If Developer does not, within the stated time period, respond to said unsatisfactory condition, City has the right to enter upon the property and correct said condition. City shall be entitled to all of its costs and expenses including, but not limited to legal, fiscal and engineering. City may draw on Developer's financial escrow and Security.

3.09. Other Approvals. In addition to the City Approvals, other governmental agencies have reviewed and approved components of the Plans, if required. It is the responsibility of the Developer to ensure that all permits from appropriate governmental agencies are received prior to beginning construction of any Improvements.

3.10. Additional Work or Materials. Except as otherwise indicated in section 2.04 of this Agreement, all Improvements that Developer is required to complete pursuant to this Agreement shall be done at no expense to the City, including, without limitation, any reimbursement by the City for work paid for by the Developer. The Developer agrees that it will make no claim for compensation for work or materials so done or furnished.

3.11. Miscellaneous Obligations. Developer shall comply with the terms and conditions set forth in the following resolutions pertaining to the Development: Resolution No. 2017-76 (Variance allowing front yard storage of vehicles and trailers), Resolution No. 2017-77 (Variance reducing parking setbacks), Resolution No. 2017-78 (Site Plan), all adopted by the City Council on October 24, 2017; and Resolution No. 2019-36 (Conditional Use Permit for outdoor storage of trucks and trailers) adopted by the City Council on April 23, 2019.

ARTICLE FOUR DEFAULT AND REMEDIES

4.01. Default by Developer. In the event of default by the Developer as to any of the work to be completed by the Developer, its successors or assigns, the City may, at its option perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City,

provided the Developer is first given notice of the work in default, not less than 72 hours in advance and does not, within that 72 hour period, diligently proceed to remedy such default. In the event of such unremedied default, the City is granted the right to declare any sums provided by this Agreement due and payable in full, and the City may immediately bring legal action against the Developer to collect the sums covered by this Agreement and/or draw upon the financial guaranty posted in conformance with paragraphs 2.02 of this Agreement. In the event the City draws from the Security sums that exceed the costs or damage to the City, the City will return such excess amounts. In addition to its other remedies provided herein, the City may levy the cost in whole or in part as a special assessment against the Subject Property. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes, Section 429.081.

4.02. Complete Improvements-Right of Entry. In addition to the City's other remedies under this Agreement, if the Developer's breach involves failure to complete the Improvements, the City is hereby authorized, at its option to enter on to all portions of the Subject Property it deems necessary to complete the installation of any or all of the Improvements to which the default relates.

4.03. Denial of Permits. Breach of any term of this Agreement by the Developer or failure to comply with City ordinances shall be grounds for denial of building or occupancy permits for buildings within the Final Plat until such breach is corrected by the Developer.

4.04. Rights Cumulative. No remedy conferred in this Agreement is intended to be exclusive and each shall be cumulative and shall be in addition to every other remedy. The election of any one or more remedies shall not constitute a waiver of any other remedy.

4.05. Attorney Fees. The Developer will pay the City's costs and expenses, including attorneys' fees, in the event a suit or action is brought to enforce the terms of this Agreement or in the event an action is brought upon a bond or letter of credit furnished by the Developer as provided herein.

ARTICLE FIVE MISCELLANEOUS PROVISIONS

5.01. Amendment. Any amendment to this Agreement must be in writing and signed by both parties.

5.02. Assignment. The Developer may not transfer or assign any of its obligations under this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.

5.03. Agreement to Run with Land. The Developer agrees to record this Agreement among the land records of Hennepin County, Minnesota contemporaneously with the Subject Property legally described in Exhibit A. The provisions of this Agreement shall run with the land and be binding upon the Developer and its successors in interest. Notwithstanding the foregoing, no conveyance of the Subject Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

5.04. Release. Upon completion and approval of all work required herein, including completion of the Improvements and acceptance of the Improvements to be transferred to the City, and satisfaction of all of the Developer's obligations under this Agreement (which shall be evidenced by the expiration of the maintenance bond required by Section 1.07 of this Agreement), the City agrees to execute a recordable instrument releasing the Property from the terms of this Agreement.

5.05. Severability. The provisions of this Agreement are severable, and in the event any provision of this Agreement is found invalid, the remaining provisions shall remain in full force and effect.

5.06. Notices. All notices, certificates or other communications required to be given to City, Developer or Developer hereunder shall be sufficiently given and shall be deemed given when delivered or when deposited in the United States mail, first class, with postage fully prepaid and addressed as follows:

CITY:

City of Rogers
22350 South Diamond Lake Road
Rogers, MN 55374
Telephone: (763) 428-2253
Attn: Steve Stahmer, City Administrator

DEVELOPER:

Capitol Beverage Sales, LP
20240 South Diamond Lake Road
Rogers, MN 55374
Telephone: (612) 743-2822
Attn: Jimmy Morrissey

The City and Developer, by notice given hereunder, may designate different addresses to which subsequent notice, certificate or other communications should be sent.

5.07. No Third Party Beneficiary. This Agreement and any financial guarantees required pursuant to its terms are not intended for the benefit of any third party.

5.08. Consent. The Developer represents and warrants that there are no other persons or entities with interests in the Property.

5.09. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The Developer agrees to comply with all laws, ordinances, and regulations of Minnesota and the City that are applicable to the Subject Property.

5.10. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

5.11. Non-waiver. Each right, power or remedy conferred upon the City or the Developer by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied,

now or hereafter arising, or available to the City or the Developer at law or in equity, or under any other agreement. Each and every right, power and remedy set forth in this Agreement or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

5.12 Supersedes and Replaces. The parties understand and agreed that this Agreement supersedes and replaces all oral agreements, previous development agreements, and negotiations between the parties in relation thereto.

[Balance of this page intentionally left blank]

IN WITNESS OF THE ABOVE, the duly authorized representatives of the parties have caused this Agreement to be executed in duplicate on the date and year written above.

CAPITOL BEVERAGE, LP

CITY OF ROGERS

Jimmy Morrissey
Its Vice President

Rick Ihli
Its Mayor

Paul Morrissey
Its President

Stacy Scharber
Its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Jimmy Morrissey, Vice President, and Paul Morrissey, President, of Capitol Beverage Sales, LP, a Delaware corporation, on behalf of the corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

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

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of Rogers
22350 South Diamond Lake Road
Rogers MN 55374
(763) 428-2253

EXHIBIT A
CAPITOL BEVERAGE EXPANSION
LEGAL DESCRIPTION OF THE PROPERTY

Lot 1, Block 1, Rogers Industrial Park 15th Addition

[Abstract]

EXHIBIT B

CAPITOL BEVERAGE EXPANSION

FEEES, IMPROVEMENT COSTS & FINANCIAL SECURITIES

Exhibit B - Capitol Beverage

| | |
|--------|-------------|
| Acres: | 3.89 |
| Units: | |
| Lots: | |

| I. Platting and Related Costs/Fees Owed: | Cost Per Acre/Unit/Lot | Cash | Notes |
|---|-------------------------------|-------------|--------------|
| A. Water Trunk | \$ 2,850.00 | \$ - | per acre |
| B. Sanitary Sewer Trunk | \$ 2,400.00 | \$ - | per acre |
| C. Storm Sewer Trunk | \$ 2,350.00 | \$ - | per acre |
| E. Park Dedication | \$ 7,000.00 | \$ - | per acre |
| F. Trails | \$ 800.00 | \$ - | per acre |
| G. Subdivision GIS Data Entry Fee | \$ 250.00 | \$ - | per acre |
| H. Lot Origination Fee | \$ 350.00 | \$ - | per lot |
| Total Fees: | | \$ - | |

| II. Improvement Related Costs: | Cash | Notes |
|---------------------------------------|------------------|----------------------------------|
| A. Administrative | \$ 450.00 | 3% of Constr-public improvements |

| | Letter of Credit (LOC) | Cash Escrow | Notes |
|--------------------------------------|-------------------------------|--------------------|-----------------------------|
| B. Engineering | | | |
| City Onsite Field Inspection | | \$ 2,500.00 | City Inspection |
| WSB - Plan Review | | \$ 2,000.00 | City Engineer - contract |
| C. Environmental - Kjollhaug | | \$ - | Wetland Engineer - contract |
| D. Legal - Carson | | \$ 1,000.00 | City Attorney - contract |
| E. Planning | | \$ 500.00 | City Planner |
| F. Finance | | \$ - | City not financing |
| G. Site cleanup escrow | | \$ - | |
| H. Construction | | | |
| 1 WCA/Mitigation - credits | | | |
| 2 Site - grading | \$ 3,890.00 | | |
| 3 Storm Ponding - landscaping | \$ 10,000.00 | | |
| 4 Street Improvements - curbcuts | \$ 7,500.00 | | <i>public improvement</i> |
| 5 Utility Improvements - storm sewer | \$ 7,500.00 | | <i>public improvement</i> |
| 6 Utility Improvements - water main | \$ - | | <i>public improvement</i> |
| 7 Sanitary Sewer | \$ - | | <i>public improvement</i> |

Improvement Subtotals: **\$ 28,890.00** **\$ 6,000.00**

| III. LOC/Escrow/Fees required: | LOC* | Cash | |
|---------------------------------------|---------------------|--------------------|------------------------------|
| A. Letter of Credit (LOC) | \$ 43,335.00 | | 150% of LOC Subtotal |
| B. Cash Escrow | | \$ 6,600.00 | 110% of Cash Escrow Subtotal |
| C. Fees | | \$ - | |
| D. Administrative | | \$ 450.00 | |
| Total LOC and Cash required | \$ 43,335.00 | \$ 7,050.00 | |

*additional 2 yr maintenance bond will also be required for landscaping (begins after construction on public improvements completed)

EXHIBIT C

CAPITOL BEVERAGE EXPANSION

APPROVED GRADING & UTILITY PLANS

EXHIBIT D
CAPITOL BEVERAGE EXPANSION
ARCHITECTURAL RENDERINGS

EXHIBIT E
CAPITOL BEVERAGE EXPANSION
CONSENT

_____ (“Bank”) holds a mortgage encumbering the Property.

The Property is subject to the foregoing Developer’s Agreement and, accordingly, Bank hereby consents to the Developer’s Agreement; provided, that in doing so, Bank shall not be liable to the City or any other person for the performance or non-performance of the Agreement by the Developer; provided further, that in the event that Bank acquires fee title to the Property by foreclosure or sale in lieu of foreclosure, Bank shall not be required to perform any of the obligations required of the Developer in said Agreement during the Bank’s term of ownership so long as Bank is actively marketing the Property for sale and maintaining the Property in compliance with applicable ordinances.

Dated: _____, 2019

By: _____

Its: _____

ACKNOWLEDGEMENT FOR BANK

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, the _____ of _____, a _____ under the laws of _____, on behalf of the _____.

Notary Public

[Developer to provide the required consents]

DECLARATION OF PERMANENT ACCESS EASEMENT

This Declaration of Access Easement (“Declaration”) is made this 23rd day of April, 2019 (“Effective Date”), by the City of Rogers, Minnesota (“City”), a Minnesota municipal corporation (“Grantor”), in favor of the Capitol Beverage, LP, a Delaware Partnership, located at 6982 Highway 65 NE, Fridley, MN 55342 (“Company”).

RECITALS

- A. Grantor is the owner of that certain real property in the City legally described in Exhibit A attached hereto (“Subject Property”).
- B. Grantor has agreed to grant a perpetual access easement over across, under and through a portion of the Subject Property (“Access Easement Area”), as legally described in Exhibit B attached hereto and as depicted in Exhibit C attached hereto, on the following terms and conditions.
- C. To afford the Company access, Grantor hereby grants an Access Easement to the Company on the following terms.

TERMS OF EASEMENT

- 1. Grant of Easement. For good and valuable consideration, Grantor grants and conveys to the Company a non-exclusive, perpetual easement for vehicular and pedestrian access purposes over, under, and across that portion of the Subject Property as described in Exhibit A.
- 2. Scope of Easement. The access easement granted herein includes the right of the Company, its contractors, agents, and employees to use the Access Easement Area at all reasonable times for the purpose of pedestrian and vehicular access. The Access Easement Area includes the right of the Company, its contractors, agents, and employees to use the Access Easement Area at all reasonable times for the purpose of grading, locating, constructing, reconstructing, maintaining, altering and repairing the

access drive and appurtenant facilities or improvements that are not inconsistent with the access drive.

3. Warranty of Title. The Grantor warrants that Grantor owns the Property in fee simple and has the right and authority to convey the Access Easement to the Company.
4. Indemnity. Grantor and the Company agree to defend, indemnify and hold each other harmless against all actions, claims, damages or demands that may be brought or made against the other party or against the other's interest in the Access Easement Area by reason of anything done by the other party hereto (as the case may be) or their respective agents, contractors in the exercise of the rights and privileges granted herein.
5. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
6. 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 23rd day of April, 2019.

[signature page follows]

GRANTOR:

CITY OF ROGERS

Rick Ihli
Its Mayor

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, Mayor, and Stacy Scharber, City Clerk, of the city of Rogers, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (MDT)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

**SUBJECT PROPERTY
LEGAL DESCRIPTION**

Outlot B, Dahlheimer Industrial Park 3rd Addition

and

Outlot C, Dahlheimer Industrial Park 3rd Addition

EXHIBIT B

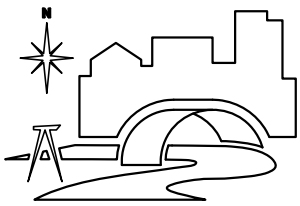
ACCESS EASEMENT AREA LEGAL DESCRIPTION

An ingress and egress easement over, under and across that part of Outlot B and Outlot C, DAHLHEIMER INDUSTRIAL PARK THIRD ADDITION, a duly recorded plat thereof, on file and of record in the Office of the County Recorder, Hennepin County, Minnesota, described as lying Southerly and Easterly of the following described line:

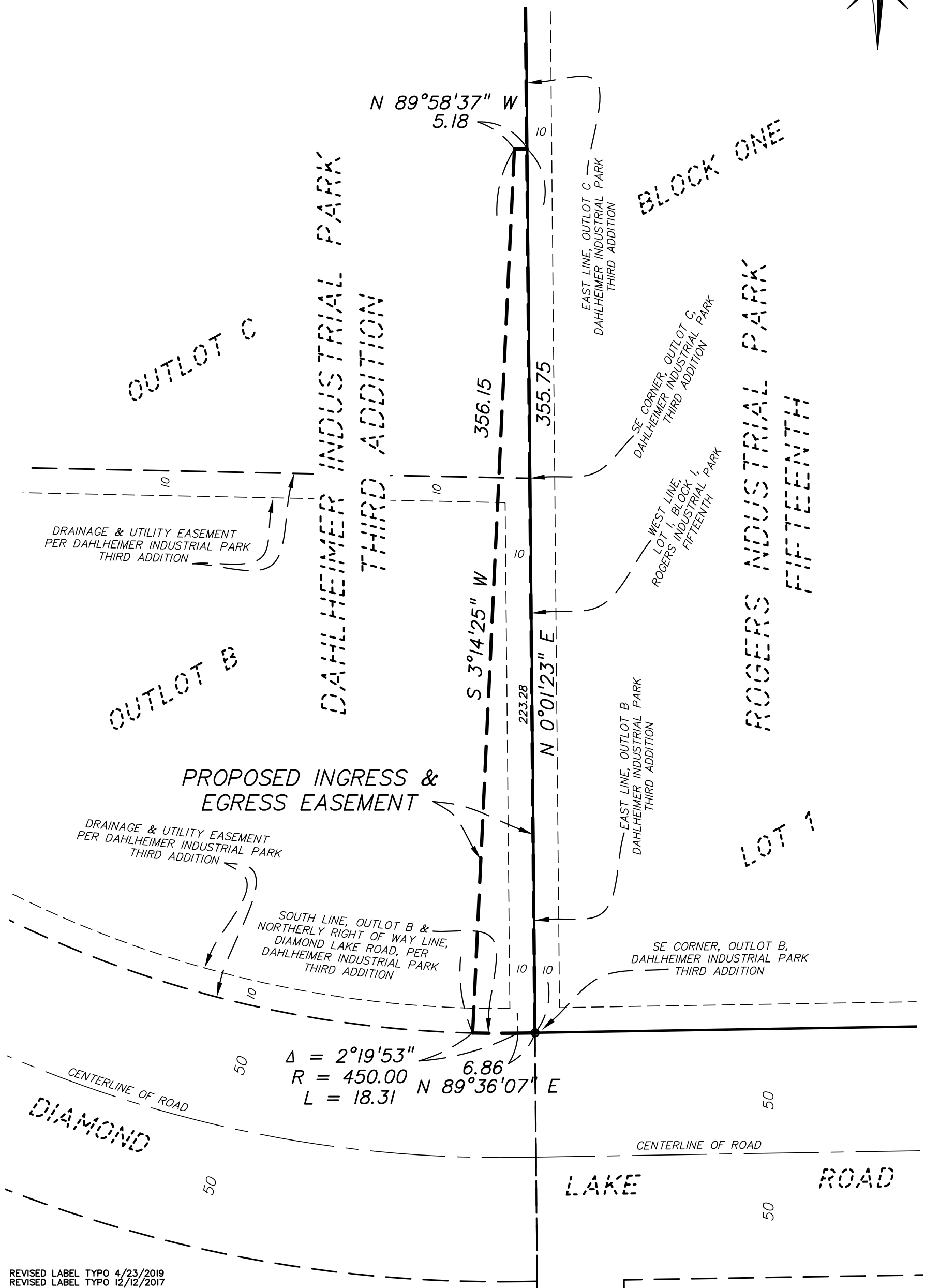
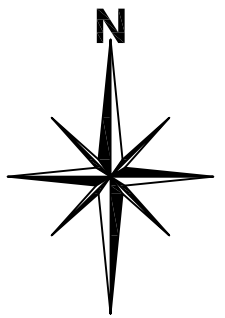
Commencing at the Southeast Corner, of Outlot B, DAHLHEIMER INDUSTRIAL PARK THIRD ADDITION, thence North 00 degrees 01 minutes 23 seconds East, on an assumed bearing, along the East Line of said Outlot B and Outlot C, a distance of 355.75 feet, to the Point of Beginning of the line to be described; Thence North 89 degrees 58 minutes 37 seconds West, a distance of 5.18 feet; Thence South 3 degrees 14 minutes 25 seconds West, a distance of 356.15 feet, more or less, to the South Line of Outlot B and the Northerly Right of Way Line of Diamond Lake Road and there terminating.

(Containing $\pm 5,401$ sq. ft. ± 0.12 AC.)

EXHIBIT C
MAP OF ACCESS EASEMENT AREA



SKETCH OF ACCESS EASEMENT
PART OF OUTLOT B & C,
DAHLHEIMER INDUSTRIAL PARK THIRD ADDITION
SECTION 13, T 120 N, R 23 W
HENNEPIN COUNTY, MINNESOTA



REVISED LABEL TYPO 4/23/2019
REVISED LABEL TYPO 12/12/2017
FIELD BOOK -

**DUFFY
ENGINEERING &
ASSOCIATES, INC**
350 HIGHWAY 10 SOUTH
ST. CLOUD, MN. 56304
PHONE (320) 259-1234
FAX (320) 203-1234

I HEREBY CERTIFY THAT THIS PLAN, SURVEY OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND
THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE
LAWS OF THE STATE OF MINNESOTA.

BARRY R. DORNIDEN

DATE 4-23-2019 LICENSE NO. 23044

SHT. NO.

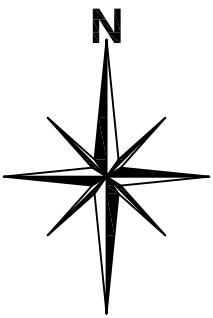
1 of 2

0 20 40 80
SCALE: 1 INCH = 40 FEET

THIS SURVEY IS BASED UPON THE
HENNEPIN COUNTY COORDINATE SYSTEM

- DENOTES IRON MONUMENT SET
- DENOTES IRON MONUMENT FOUND
- ⊙ DENOTES CAST IRON MONUMENT FOUND

SKETCH OF ACCESS EASEMENT
PART OF OUTLOT B & C,
DAHLHEIMER INDUSTRIAL PARK THIRD ADDITION
SECTION 13, T 120 N, R 23 W
HENNEPIN COUNTY, MINNESOTA

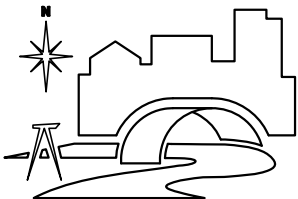


PROPOSED ACCESS EASEMENT DESCRIPTION:

A ingress and egress easement over, under and across that part of Outlot B and Outlot C, DAHLHEIMER INDUSTRIAL PARK THIRD ADDITION, a duly recorded plat thereof, on file and of record in the Office of the County Recorder, Hennepin County, Minnesota, described as lying Southerly and Easterly of the following described line:

Commencing at the Southeast Corner, of Outlot B, DAHLHEIMER INDUSTRIAL PARK THIRD ADDITION, thence North 00 degrees 01 minutes 23 seconds East, on an assumed bearing, along the East Line of said Outlot B and Outlot C, a distance of 355.75 feet, to the Point of Beginning of the line to be described; Thence North 89 degrees 58 minutes 37 seconds West, a distance of 5.18 feet; Thence South 3 degrees 14 minutes 25 seconds West, a distance of 356.15 feet, more or less, to the South Line of Outlot B and the Northerly Right of Way Line of Diamond Lake Road and there terminating.

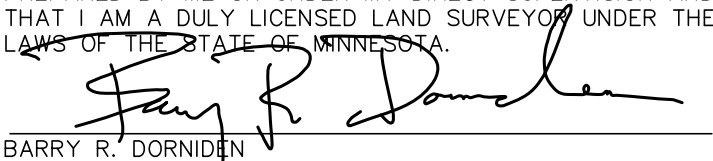
(Containing +/-5,401 sq. ft. +/-0.12 AC.)



REVISED LABEL TYPO 4/23/2019
REVISED LABEL TYPO 12/12/2017
FIELD BOOK -

**DUFFY
ENGINEERING &
ASSOCIATES, INC**
350 HIGHWAY 10 SOUTH
ST. CLOUD, MN. 56304
PHONE (320) 259-1234
FAX (320) 203-1234

I HEREBY CERTIFY THAT THIS PLAN, SURVEY OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND
THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE
LAWS OF THE STATE OF MINNESOTA.


BARRY R. DORNIDEN

DATE 4-23-2019 LICENSE NO. 23044

SHT. NO.
2 of 2

0 20 40 80
SCALE: 1 INCH = 40 FEET

THIS SURVEY IS BASED UPON THE
HENNEPIN COUNTY COORDINATE SYSTEM

- DENOTES IRON MONUMENT SET
- DENOTES IRON MONUMENT FOUND
- ⊙ DENOTES CAST IRON MONUMENT FOUND

DECLARATION OF PERMANENT TRAIL EASEMENT

THIS INSTRUMENT is made this 23rd day of April, 2019, by Capitol Beverage LP, a Delaware Partnership, located at 6982 Highway 65 NE, Fridley, MN 55342 (“Grantor”), in favor of the City of Rogers, a Minnesota municipal corporation (“City” or “Grantee”).

RECITALS

- A. Grantor is the owner of that certain real property in the City legally described in Exhibit A attached hereto (“Subject Property”).
- B. Grantor has agreed to grant a Permanent Trail Easement (“Trail Easement”) over across, under and through a portion of the Property (“Trail Easement Area”), as legally described in Exhibit B attached hereto and as depicted in Exhibit C attached hereto, on the following terms and conditions.

TERMS OF EASEMENT

- 1. Grant of Easement. Grantor does hereby grant onto Grantee, its successors and assigns, a permanent, non-exclusive, easement for public trail purposes over, across, under and through the Trail Easement Area.
- 2. Scope of Easement. The Trail Easement includes the right of Grantee, its contractors, agents, servants and assigns include the rights to enter upon the Trail Easement Area at reasonable times to construct, reconstruct, inspect, repair, maintain and improve a public trail system over, across, under and through the Trail Easement Area together with the right to grade, level, fill, drain and excavate the Trail Easement Area, and further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of the Trail Easement. The Trail Easement also includes the right of the Grantee, its contractors, agents, and employees to locate, relocate,

construct, operate, maintain, alter, repair, and improve trail facilities within the described Trail Easement Area. As used herein, "trail purposes" is defined as the use of trail facilities for recreational purposes by pedestrians (including walking, cross-country skiing, and snowshoeing), non-motorized bicycles, horseback riding, public safety (police and fire) vehicles, and electric-powered wheelchairs and small electric carts operated by physically disabled people. The use of trail facilities by snowmobiles, dirt bikes, motorcycles, all-terrain vehicles, or other motorized vehicles not expressly allowed herein or used to maintain the trail are not included within the scope of the easement granted herein and such uses are prohibited. Grantee may, but shall not be obligated to, impose such reasonable rules, regulations and ordinances governing the use of the Trail Easement as it deems appropriate and desirable.

3. Use of the Trail. Grantee, its officers, employees, agents, and contractors may operate motorized vehicles within the Trail Easement Area as needed to construct, reconstruct, maintain, improve, or alter the trail. Grantor may use the Trail Easement Area and may operate motorized vehicles on the trail in Grantor's discretion, provided such use does not unreasonably interfere with the use of the Trail Easement Area for trail purposes and does not damage the trail or its related structures.
4. Non-Interference and Improvements. Grantor shall not construct any buildings, structures, or other improvements within the Trail Easement Area except as is reasonably needed to accommodate its access to the Property and which do not unreasonably interfere with the use of the Trail Easement Area for trail purposes. Grantor shall have the right to continued access to roads, parking areas, and other improvements adjacent to the trail and shall have the right to enter upon the Trail Easement Area for any lawful purpose provided there is no interference with the use, maintenance, and operation of the Trail Easement Area for trail purposes.
5. Recordation. Grantee shall, at its own cost, record this document in a timely fashion in the office of the Dakota County Recorder and provide the Grantor a copy of the recorded document.
6. Entire Agreement. This document sets forth the entire agreement between the parties with respect to this easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the easement.
7. Prior Encumbrances. This easement is granted subject to all prior easements or encumbrances of record.
8. Warranty of Title. The Grantors warrant they are the owners of the Property and have the right, title and capacity to convey to the Grantee the easement herein.
9. 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.

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

STATE DEED TAX DUE HEREON: NONE

Dated this 23rd day of April, 2019.

[signature page follows]

GRANTOR:

**CAPITOL BEVERAGE, LP
A DELAWARE PARTNERSHIP**

Jimmy Morrissey
Its Vice President

Paul Morrissey
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 2019, by Jimmy Morrissey, Vice President, and Paul Morrissey, President, of Capitol Beverage Sales, LP, a Delaware corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (MDT)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

**SUBJECT PROPERTY
LEGAL DESCRIPTION**

Lot 1, Block 1, Rogers Industrial Park 15th Addition

EXHIBIT B

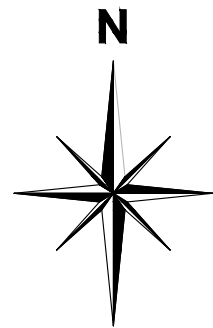
TRAIL EASEMENT AREA LEGAL DESCRIPTION

An ingress and egress easement over, under and across the South 10.00 feet of Lot 1, Block 1, Rogers Industrial Park 15th Addition, a duly recorded plat thereof, on file and of record in the Office of the County Recorder, Hennepin County, Minnesota.

EXHIBIT C

MAP OF TRAIL EASEMENT AREA

***Lot 1, Block 1, ROGERS INDUSTRIAL PARK FIFTEENTH
Sec. 13, Twp. 120, Rng. 23, Hennepin County, Minnesota***




PROPOSED INGRESS & EGRESS TRAIL EASEMENT:

LEGEND:

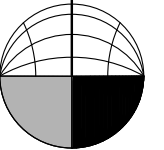
- | | |
|-----------|------------------------------------|
| ● | <i>Denotes found iron monument</i> |
| — — — — — | <i>Denotes existing easement</i> |
| = = = | <i>Denotes proposed easement</i> |
| — — — | <i>Denotes existing adjoiners</i> |
| = = | <i>Denotes right of way</i> |
| — — — | <i>Denotes existing adjoiners</i> |

FIELD DATE: DATE
BK/PG: B/P
DRAWN BY: CG
CHECKED BY: BRD

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Signed: 
Barry R. Dorniden
Date: 2/22/19 Reg. No. 23044

**BOGART, PEDERSON
& ASSOCIATES, INC.**



LAND SURVEYING
CIVIL ENGINEERING
MAPPING

TEL: 763-262-8822 FAX: 763-262-8844

DRAWING FILE:
19-0048EASEMENT

FILE NO.
19-0048.00



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: April 23, 2019

Agenda Item: No. 7.2

Subject: Items Related to a Request from U.S. House Corporation, dba Lennar:

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

Recommended City Council Action

City staff is recommending four separate motions:

Motion to approve an Amendment to the Master Planned Unit Development Agreement with U.S. Housing Corporation, dba Lennar, for the Laurel Creek Development.

Motion to approve Ordinance No. 2019-03, An Ordinance Amending the Zoning Map of the City of Rogers Rezoning 19645 Territorial Road from Rural Estate 5 Acres (RE-5) to Planned Unit Development (PUD).

Motion to approve Resolution No. 2019-37, A Resolution Amending the Preliminary Plat for Laurel Creek.

Motion to approve Resolution No. 2019-38, A Resolution Granting Approval of the Preliminary Plat for Laurel Creek 4th Addition.

Overview / Background

U.S. House Corporation, dba Lennar (Developer), has submitted a land use application, requesting City approval of an amendment to the Master Planned Unit Development (PUD) of the Laurel Creek development (Development), and approval of the Preliminary Plat and Final Plat for Phase 4, to be known as Laurel Creek 4th Addition.

Laurel Creek was originally approved on April 11, 2017 as a 475 unit mixed residential development east of Brockton Lane and south of Territorial Road (County Road 159). The original Phasing Plan included five (5) phases from 2017 through 2022. So far, the Developer has been approved for three phases – Laurel Creek 1st Addition, 79 units; Laurel Creek 2nd Addition, 136 units; and Laurel Creek 3rd Addition, 86 units.

The Developer entered into a purchase agreement for the Dischinger property, a 0.97-acre parcel adjacent to the northeast corner of the Development and physically addressed 19645 Territorial Road (PID: 36-120-23-12-0002) (Subject Property), and proposes to replat the property for inclusion in the Development and construct five (5) of its detached, Villa-style home product. The additional lots require an amendment to the Master PUD Agreement (Agreement), increasing the maximum number of units allowed to 480. The amendment, and subsequent approval of the Plat

for the 4th Addition, will also result in a revised Phasing Plan – now six (6) phases.

The applications for Master PUD Amendment for Laurel Creek, Rezoning of the Subject property to PUD, and Preliminary Plat and Final Plat for Laurel Creek 4th Addition were submitted by the Developer on March 4, 2019, and determined complete on March 15, 2019. The 60-day review period expires on June 7, 2019.

Primary Issues to Consider

1. Land Use & Zoning
2. Master Planned Unit Development & Plat Standards
3. Final Plat & Development Agreement

Analysis of Primary Issues

1. Land Use and Zoning

Laurel Creek was originally approved as a 475 mixed unit residential development on 316 acres west of Brockton Lane and south of Territorial Road (County Road 159). The Development includes 147 acres of wetland and buffer areas, and 18 acres preserved as passive or active spaces, including 2 acres for a park. Re-zoning of the property to Planned Unit Development (PUD) was approved on April 11, 2017. The Final Plat for Phase 1, totaling 79 lots, was approved July 25, 2017; the Final Plat for Phase 2, 136 lots, was approved February 13, 2018; and the Final Plat for Phase 3, 86 lots, was approved December 26, 2018. All of the rowhomes and quad homes were approved with Phases 1 and 2.

The Metropolitan Council classifies land inside the Rogers municipal services area as an Emerging Suburban Edge community, which has a minimum average net density requirement of 3 units/acre to 5 units/acre. A Comprehensive Plan amendment, approved by the Metropolitan Council in August 2017, re-guided the majority of the 300+ acre development area as Single-Family Residential. Administrative approval was granted by the Metropolitan Council for a change in land use of the 11-acres townhome area as Mid Density Residential; it has an expected density of 5 units/acre to 10 units/acre. The overall development has an estimated density of 3.3 units/acre.

The Subject Property today is zoned Rural Estate 5 Acres (RE-5). A re-zoning of the property from RE-5 to PUD is necessary to do the proposed Development and to bring the property into the Master PUD.

Upon rezoning of the Subject Property to PUD the Land Use and Zoning conditions are satisfied.

2. Master Planned Unit Development

Proposed Amendment

The Agreement granted the Developer unit count flexibility within its different product types, but capped the total units allowed within the Development at a not-to-exceed 475 units. With the pending purchase of the Subject Property, the Developer is requesting an amendment to the Agreement to increase the maximum allowable unit count for the Development to 480 units. Based on current unit count projects, the Developer is anticipating the Development will max out at 479 units. The adjusted County Road 117 alignment, serving the southside of the Development,

resulted in the net loss of one (1) lot.

According to the Agreement, the Development shall occur in phases but is silent on the total number. The Developer previously indicated a desire to complete the Development in five (5) phases from 2017-2022. As per the applications for amendment to the Agreement and Preliminary Plat and Final Plat, the Developer has provided an updated Phasing Plan, showing six (6) total phases. The unit count and timeline for each of the three remaining phases are:

| Phase | Units | Year |
|--------------------------|-------|-----------|
| 4 th Addition | 5 | 2020-2021 |
| 5 th Addition | 91 | 2020-2021 |
| 6 th Addition | 82 | 2021-2022 |

The original Agreement established a duration of approval for the Preliminary Plat for the Development through July 25, 2027, provided the Developer was making “adequate progress,” which has been satisfied. No change to the approval duration as stated in the Agreement is proposed, and thus shall remain in effect through July 25, 2027.

No other amendments are proposed to the Agreement.

Planned Unit Development Standards

Based on the Master PUD Agreement, the approved lot standards for the development are:

| | Width (Min) | Depth (Min) | Area (Min) | Front Yard | Rear Yard | Street Side | Side Yard | Home Height |
|---------------|----------------|----------------|---------------|---------------|--------------|----------------|--------------|----------------|
| Single Family | 65' | 130' | 8450sf | 25' | 30' | 15' | 7.5' | 35' |
| Villa | 55' | 130' | 7150sf | 25' | 30' | 15' | 7.5' | 35' |

Total Lots: Development shall include five (5) total residential lots, all of which are Villa lots.

Lot Dimensions: All lots to be platted with the proposed 3rd Addition Final Plat meet the approved lot standards described above. Lot widths are measured at the Front Yard setback. A random sample of lots showing less than the required width at the street were measured for conformance to lot widths.

Outlots & Easements: The Final Plat for the 4th Addition includes one (1) outlot – Outlot A. Outlot A is formerly part of Outlot D of Laurel Creek 2nd Addition; it falls under HOA control for maintenance. Easements have been provided for drainage and utility per the Final Plat.

Wetlands: The wetland delineation was completed as part of the overall development review. No wetland impacts are anticipated with the Phase 4.

Building Materials: Building materials for the development shall remain as approved with the overall development. The Developer received approval of an additional single-family housing product. All HOA and protective covenant documents that guide such standards have been recorded with the County and provided to the City.

Trees & Landscaping: Landscaping for the five (5) additional lots is consistent with the Landscaping Plan for the entire development as approved by the City in 2017. A final as-built Landscape Plan shall be provided by the Developer to the City upon completion of the entire development, which shall tie to the required landscaping maintenance security for the project.

Parking: Zoning code section §125-313(c)(7) for single-family dwelling units requires two spaces per dwelling unit. The five (5) residential units proposed shall include two-stall garages and driveways, enabling the developer to meet the parking requirement.

Planned Unit Development standards as required by zoning code and/or the Master PUD Agreement between the City and Lennar are satisfied.

Revised Phasing Plan

As described above, the proposed Laurel Creek 4th Addition results in a total of six (6) total phases for the Development. Lennar has submitted a revised Phasing Plan.

3. Final Plat & Development Agreement

The Final Plat and Development Agreement for Laurel Creek 4th Addition are positioned for approval consideration at the May 14, 2019 City Council meeting.

Staff Recommendation

City staff supports the Planning Commission recommend approval of the amendment to the Master Planned Unit Development for Laurel Creek and approval of the Preliminary Plat for Laurel Creek 4th Addition.

ATTACHMENTS:

Description

Final_Amendment to Master PUD Agreement_Laurel Creek_04-23-2019

Resolution No. 2019-37 Amending the Preliminary Plat for Laurel Creek

Resolution No. 2019-38 Granting Approval of the Preliminary Plat for Laurel Creek 4th Addition

Ordinance No. 2019-03 Rezoning Laurel Creek (Dischinger)_04-23-2019

Summary Ordinance No. 2019-03 Rezoning 19645 Territory Road from RE-5 to PUD_04-23-2019

[Torrens Cert#]
[Abstract Cert#]

**AMENDMENT TO
MASTER PLANNED UNIT DEVELOPMENT AGREEMENT
LAUREL CREEK**

THIS AGREEMENT is made this 23rd day of April, 2019 by and between the City of Rogers, a municipal corporation under the laws of Minnesota (“City”), located at 22350 Diamond Lake Road, Rogers, Minnesota 55374, and US Home Corporation dba Lennar, a Delaware Corporation, located at 16305 36th Avenue North, Suite 600, Plymouth, MN 55446 (“Developer”).

RECITALS

A. The City and Developer executed a Master Planned Unit Development Agreement (“Master Agreement”) for the Laurel Creek residential subdivision (“Development”) dated October 20, 2017, recorded November 1, 2017, as Document No. A10496176 in the Office of the County Recorder, and filed November 1, 2017, as Document No. T05487390 in the Office of the Registrar of Titles, establishing the terms and conditions for the Development.

B. The City and Developer executed an Amendment to the Master Agreement for Development dated January 8, 2019, recorded February 27, 2019, as Document No. T05597308 in the Office of the Office of the Registrar of Titles, and March 5, 2019, as Document No. A10640426 in the Office of the County Recorder, establishing the terms and conditions for the Development.

B. The Development was originally approved as a mixed residential development on 316 acres west of Brockton Lane North/County Road 101 and south of Territorial Road/County Road 159. Pursuant to Paragraphs 4.4(a) and (d) and depicted in Exhibit C of the Master Agreement, the Development was limited to a maximum of up to 475 units.

C. Developer has entered into a purchase agreement to acquire a 0.97-acre parcel, 19645 Territorial Road (PID: 36-120-23-12-0002) ("Subject Property"), for the purpose of adding five (5) Villa-style, single-family dwelling units to the Development, resulting in the Development exceeding the maximum number of units allowed.

D. Developer requested an Amendment to the Master Agreement, increasing the maximum unit count for the Development of up to 480 total units; all other terms, conditions and requirements established with the original Master Agreement shall remain in full force and effect.

E. The City and the Developer now desire to enter into this Amendment to the Master Agreement for the Development as stated.

AGREEMENT

LOT TOTAL FOR DEVELOPMENT

1.01 Maximum Number of Lots. The Developer shall maintain development flexibility for the number of units platted and constructed with each phase of the Development, provided that at no time the total number of lots planned for the Development exceed 480.

1.02 Ratification. Except as otherwise provided in this Amendment, the Master Agreement remains unchanged and in full force and effect and is hereby ratified.

[Balance of this page intentionally left blank]

IN WITNESS OF THE ABOVE, the duly authorized representatives of the parties have caused this Agreement to be executed in duplicate on the date and year written above.

[DEVELOPER NAME]

CITY OF ROGERS

Jon Aune
Its Division Vice President

Rick Ihli
Its Mayor

Stacy Scharber
Its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Jon Aune, the Division Vice President of US Home Corporation dba Lennar, a Delaware Corporation, on behalf of the corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

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

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

City of Rogers
22350 South Diamond Lake Road
Rogers MN 55374
(763) 428-2253

EXHIBIT A

LAUREL CREEK

LEGAL DESCRIPTION OF THE PROPERTIES

19645 Territorial Road
PID: 36-120-23-12-0002

The West 325 feet of the East 716.00 feet of the North 130.00 feet of the Northwest Quarter of the Northeast Quarter of Section 36, Township 120 North, Range 23 West, Hennepin County, Minnesota.

And

Lots 1 thru 6 inclusive, Block 1; Lots 1 thru 18 inclusive, Block 2; Lots 1 thru 10 inclusive, Block 3; Lots 1 thru 8 inclusive, Block 4; Lots 1 thru 5, Block 5; Lots 1 thru 12 inclusive, Block 6; Lots 1 thru 4 inclusive, Block 7; Lots 1 thru 4 inclusive, Block 8; Lots 1 thru 4 inclusive, Block 9; Lots 1 thru 4 inclusive, Block 10; Lots 1 thru 4 inclusive, Block 11 of Outlots A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, and P LAUREL CREEK, according to the recorded plat thereof, Hennepin County, Minnesota.

And

Lots 1 thru 20 inclusive, Block 1; Lots 1 thru 4 inclusive, Block 2; Lots 1 thru 15 inclusive, Block 3; Lots 1 thru 7 inclusive, Block 4; Lots 1 thru 5 inclusive, Block 5; Lots 1 thru 4 inclusive, Block 6; Lots 1 thru 10 inclusive, Block 7; Lots 1 thru 3 inclusive, Block 8; Lots 1 thru 6 inclusive, Block 9; Lots 1 thru 10 inclusive, Block 10; Lots 1 thru 10 inclusive, Block 11; Lots 1 thru 15 inclusive, Block 12; Lots 1 thru 11 inclusive, Block 13; Lots 1 thru 4 inclusive, Block 14; Lots 1 thru 4 inclusive, Block 15; Lots 1 thru 4 inclusive, Block 16; Lots 1 thru 4 inclusive, Block 17; Lot 1 inclusive, Block 18 of Outlots A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB and CC, LAUREL CREEK 2ND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

And

Lots 1 thru 23 inclusive, Block 1; Lots 1 thru 14 inclusive, Block 2; Lots 1 thru 32 inclusive, Block 3; Lots 1 thru 7 inclusive, Block 4; Lots 1 thru 3 inclusive, Block 5; Lots 1 thru 3 inclusive, Block 6; Lots 1 thru 4 inclusive, Block 7 of Outlots A, B, C, D, E, F and G, LAUREL CREEK 3RD ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

RESOLUTION NO. 2019 - 37

**A RESOLUTION AMENDING THE PRELIMINARY PLAT
FOR LAUREL CREEK**

WHEREAS, U.S. House Corporation, dba Lennar Corporation (“Applicant”), has submitted application to the City of Rogers (“City”), requesting an amendment to the Preliminary Plat (“Plat”) to the Laurel Creek subdivision (“Development”); and,

WHEREAS, the Applicant entered into a purchase agreement with the owner of the Subject Property, currently addressed 19656 Territorial Road and legally described in Exhibit A, conditioned upon City approval; and,

WHEREAS, the applicant desires the Subject Property to be incorporated into the Development, resulting in the request to amend the Preliminary Plat for the Development to include the Subject Property as depicted in Exhibit B; and,

WHEREAS, pursuant to Minnesota Statute §462.357 the Planning Commission (“Commission”) held a Public Hearing (“Hearing”) on April 16, 2019 to consider and receive public comment on Plat amendment; and,

WHEREAS, notice of the Hearing was posted, published in the City’s official newspaper, and mailed to any and all owners of affected properties, as required by State Statute; and,

WHEREAS, verbal comment was received at the April 16, 2019 meeting; and,

WHEREAS, following the Hearing the Commission recommending approval of the Plat amendment without conditions.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the amendment to the Preliminary Plat the Laurel Creek subdivision is hereby approved.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 23rd day of April, 2019.

Rick Ihli, Mayor

ATTEST:

Stacy Scharber, City Clerk

EXHIBIT A

SUBJECT PROPERTY LEGAL DESCRIPTION

The West 325 feet of the East 716.00 feet of the North 130.00 feet of the Northwest Quarter of the Northeast Quarter of Section 36, Township 120 North, Range 23 West, Hennepin County, Minnesota.

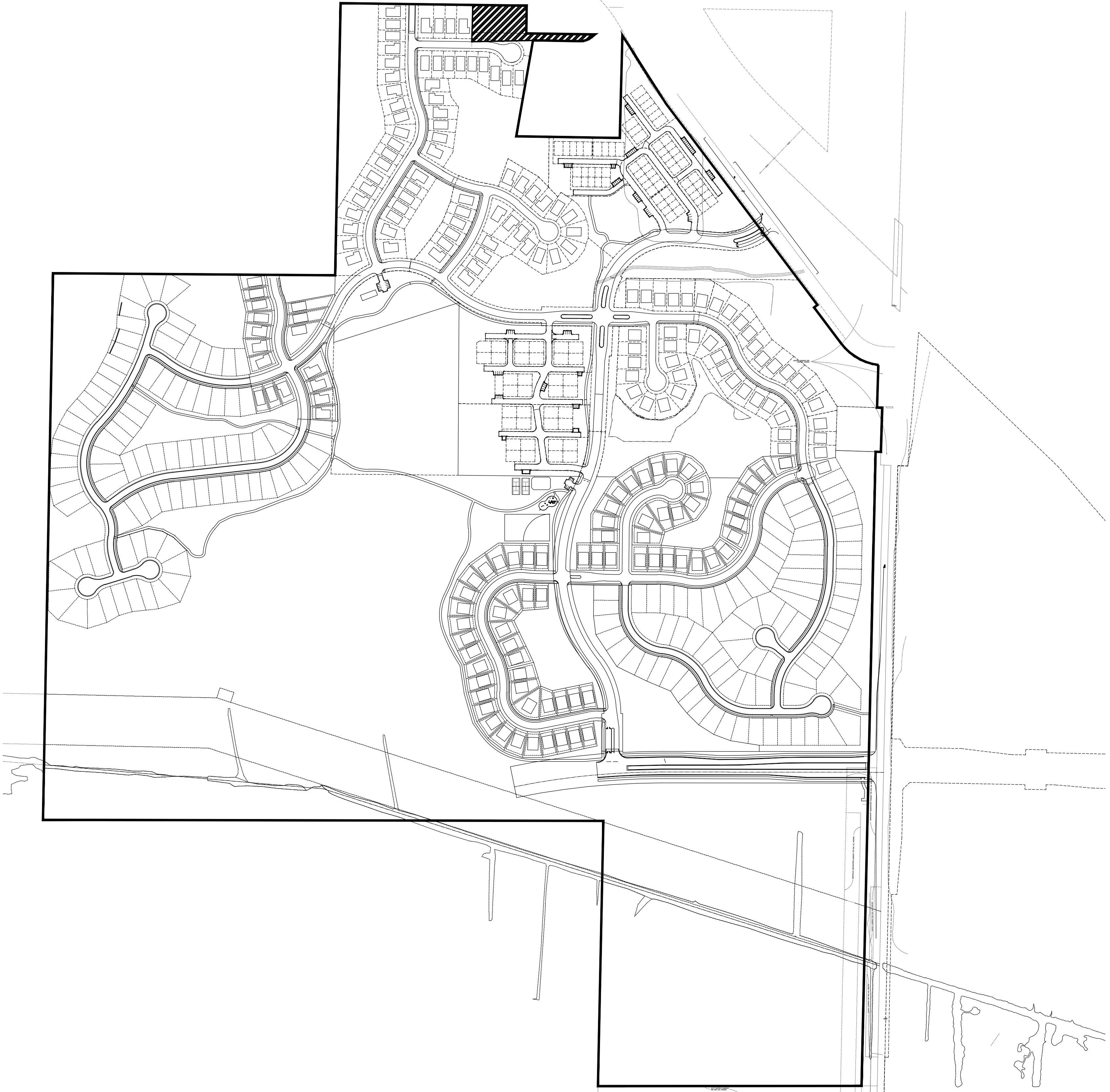
PID: 36-120-23-120-0002

EXHIBIT B

**MAP OF LAUREL CREEK PRELIMINARY PLAT
AS AMENDED**

LAUREL CREEK AMENDED PRELIMINARY PLAT

APRIL 23, 2019



 = AMENDED AREA

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120

(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by
me or under my direct supervision and that I
am a duly Licensed Professional Engineer
under the laws of the State of Minnesota

Name

Reg. No.

Date

Date

Designed

Drawn

AMENDED PRELIMINARY PLAT
APRIL 23, 2019

LENNAR
16305 36TH AVENUE NORTH
PLYMOUTH, MINNESOTA 55446

LAUREL CREEK
ROGERS, MINNESOTA

1 OF 1

RESOLUTION NO. 2019 - 38

A RESOLUTION GRANTING APPROVAL OF THE PRELIMINARY PLAT FOR LAUREL CREEK 4TH ADDITION

WHEREAS, U.S. House Corporation, dba Lennar Corporation (“Applicant”), has submitted application to the City of Rogers (“City”), requesting Preliminary Plat (“Plat”) approval for the 4th Addition of Laurel Creek (“Development”); and,

WHEREAS, the Development was originally planned as a 475 mixed unit residential development on 316 acres west of Brockton Lane North/County Road 101 and south of Territorial Road/County Road 159; and,

WHEREAS, the Applicant entered into a purchase agreement with the owner of the Subject Property, currently addressed 19656 Territorial Road and legally described in Exhibit A; and,

WHEREAS, on April 23, 2019, the City Council approved an amendment to the Master Planned Unit Development (“PUD”) Agreement for the Development, increasing the total unit count for the Development from 475 to 480; and,

WHEREAS, Resolution No. 2019-37 was approved on April 23, 2016, amending the Preliminary Plat to incorporate the Subject Property into the Development; and,

WHEREAS, the proposed Plat shall create six (6) lots, to be legally described as Lots 1 thru 5, Block 1, Laurel Creek 4th Addition and Outlot A, Laurel Creek 4th Addition; and,

WHEREAS, Ordinance No. 2019-03 was approved on April 23, 2019, rezoning the Subject Property to PUD, thereby making the Plat consistent with the Comprehensive Plan and zoning and Master PUD Agreement; and,

WHEREAS, pursuant to Minnesota Statute §462.357 the Planning Commission (“Commission”) held a Public Hearing (“Hearing”) on April 16, 2019 to consider and receive public comment on Plat amendment; and,

WHEREAS, notice of the Hearing was posted, published in the City’s official newspaper, and mailed to any and all owners of affected properties, as required by State Statute; and,

WHEREAS, verbal comment was received and considered by the Commission at the April 16, 2019 meeting; and,

WHEREAS, following the Hearing the Commission recommending approval of Laurel Creek 4th Addition without conditions.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the Preliminary Plat for Laurel Creek 4th Addition is hereby approved.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 23rd day of April, 2019.

Rick Ihli, Mayor

ATTEST:

Stacy Scharber, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Existing Legal Descriptions

The West 325 feet of the East 716.00 feet of the North 130.00 feet of the Northwest Quarter of the Northeast Quarter of Section 36, Township 120 North, Range 23 West, Hennepin County, Minnesota.

And

Outlot A, Laurel Creek 2nd Addition

Proposed Legal Descriptions

Lots 1 thru 5 inclusive, Block 1, Laurel Creek 4th Addition

And

Outlot A, Laurel Creek 4th Addition

ORDINANCE NO. 2019 - 03

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ROGERS
REZONING 19645 TERRITORIAL ROAD FROM
RURAL ESTATE 5 ACRES (RE-5)
TO PLANNED UNIT DEVELOPMENT (PUD)**

The City Council hereby ordains as follows

Section 1. Zoning Map Amendment

The official zoning map of the City of Rogers is hereby amended as follows:

The Subject Property, currently addressed 19656 Territorial Road and legally described in Exhibit A, is hereby rezoned from Rural Estate 5 Acres (RE-5) to Planned Unit Development (PUD) for inclusion in the Laurel Creek Residential Development.

Section 2. Effective

The City Clerk is directed to mark the official zoning map consistent with this ordinance. This ordinance shall have full force effect upon its passage and publication.

Passed by the City Council of the City of Rogers, Hennepin County, Minnesota, this 23rd day of April, 2019.

Rick Ihli, Mayor

ATTEST:

Stacy Scharber, City Clerk

EXHIBIT A

**SUBJECT PROPERTY
LEGAL DESCRIPTION**

The West 325 feet of the East 716.00 feet of the North 130.00 feet of the Northwest Quarter of the
Northeast Quarter of Section 36, Township 120 North, Range 23 West, Hennepin County,
Minnesota.

19645 Territorial Road
PID: 36-120-23-120-0002

SUMMARY ORDINANCE NO. 2019 - 03

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF ROGERS
REZONING 19645 TERRITORIAL ROAD FROM
RURAL ESTATE 5 ACRES (RE-5)
TO PLANNED UNIT DEVELOPMENT (PUD)**

On the 23rd day of April, 2019 the Rogers City Council passed Ordinance No. 2019-03 An Ordinance Amending the Zoning Map of the City of Rogers Rezoning 19645 Territorial Road from Rural Estate 5 Acres (RE-5) to Planned Unit Development (PUD).

The full text of the Ordinance may be reviewed at City Hall, located at 22350 South Diamond Lake Road, Rogers, MN 55374. The ordinance can also be viewed online at our website www.rogersmn.gov.

Dated: April 23, 2019

Rick Ihli, Mayor

ATTEST:

Stacy Scharber, City Clerk



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: April 23, 2019

Agenda Item: No. 7.3

Subject: Approve Resolution No. 2019-39, A Resolution Approving the Site Plan for a 9,600 Square Foot Building, Parking Lot and Trails for Lions Central Park

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

Recommended City Council Action

Motion to approve Resolution No. 2019-39, A Resolution Approving the Site Plan for A 9,600 Square Foot Building, Parking Lot and Trails for Lions Central Park with the following conditions:

1. Revise the Site Plan to show the lighting plan for the trails and parking lot, including photometrics. Lighting types may be defined with the proposed streetscape plan.
2. Submit final, detailed architectural plans and elevations, including color elevation renderings, of the building to City Planning staff for review prior to application for building permit.

Overview / Background

The City of Rogers submitted an application, seeking Site Plan approval for a proposed park community building at Lions Central Park (Park), formerly Triangle Park, 21400 Rouillard Avenue (Subject Property). The 9,600 square foot building is the focal point of the adopted Master Plan for the Park.

The Site Plan application was received on March 19, 2019; additional information was provided on April 1, 2019. The 60-day statutory review period expires on June 24, 2019.

The Planning Commission reviewed the Site Plan at its April 16, 2019 meeting, recommending approval with the following six (6) conditions:

1. Revise the Site Plan to extend the sidewalk from the parking lot to the trail on the west side of the Subject Property, adjacent to the western entrance.
2. Revise the Site Plan to depict the location of a monument sign at the new western entrance into the Subject Property.
3. Revise the Site Plan to show the lighting plan for the trails and parking lot, including photometrics. Lighting types may be defined with the proposed streetscape plan.
4. Revise the parking plan for on-site parking lot to include one (1) accessible parking space and one (1) van accessible parking space as required by ADA.

5. Submit final, detailed architectural plans and elevations, including color elevation renderings, of the building to City Planning staff for review prior to application for building permit.
6. Revise the Landscape Plan regarding tree caliper sizes, changing them from 1.5 inches to 2.5 inches per City standards.

Site Plan documents have since been revised to address conditions 1, 2, 4 and 6; the final two (2) shall remain as conditions of approval.

Primary Issues to Consider

1. Land Use & Zoning
2. Site Plan
3. Preliminary & Final Plats

Analysis of Primary Issues

1. Land Use & Zoning

The Subject Properties, are currently guided as **Parks/Open Space**, per the Rogers 2030 Comprehensive Plan, which is defined as follows: *Park lands include active and passive lands that area part of the City's park system, are protected open space areas, or are part of the Three Rivers Park District System. Open space uses include natural resource protection or buffer areas, stormwater drainage areas, and preservation of unaltered land in its natural state for environmental or aesthetic purposes.*

The corresponding zoning for the Subject Properties is **Single-Family Residential (R-2)**. Public Recreation is identified as a *Permitted Use* within this zoning district [City Code Section §125-194(7)]. The property does not fall within a **Highway Corridor Overlay District**.

Land Use and Zoning conditions are satisfied.

2. Site Plan

Site

Lions Central Park, formerly Triangle Park, encompasses about 8.5 acres on eight (8) separate lots. The Park borders are Main Street (west), Rouillard Avenue (south) and the BNSF railroad tracks form the north and east borders of the property. Three private residential properties currently sit along the southwest edge of the park at the corner of Main Street and Rouillard Avenue. The long-term Park Master Plan assumes these properties will become part of the Park. The City intends to re-plate the entire Park in the near future, eliminating the eight (8) individual parcels and creating one (1) parcel.

The proposed building is 9,600 square feet and shall be constructed adjacent to and just south of the Veteran's Memorial. The placement of the building matches the Park Master Plan. Parking shall be made available to building patrons from a newly constructed parking lot adjacent to the building, as well as the existing parking lot to the north and adjacent to the BNSF railroad tracks. The Site Plan shows re-use of existing walking/biking trails as well as construction of a new sidewalk connecting the Veteran's Memorial to the new building, and new trails on the west side of the Subject Property along Main Street. The trails connect to an internal series of sidewalks that

connect the building to the trails and to the Veteran's Memorial. The Lighting Plan for the sidewalks and trails was not included with the application. The Planning Commission supported a recommendation by City Planning staff for this plan to be submitted for review and that the site lighting should match the streetscape plan for Main Street from Downtown and to Douglas Drive. The streetscape plan is currently in design.

In addition to the new building and revamped trails, the Park Master Plan calls for the construction of a formal gardens area and area events such as farmer's markets, event stage, new ballfields and green space, a large community green, new playground equipment, splash pad, community garden plots, pet exercise area and picnic pavilion. The community green, adjacent (south) of the new building is proposed to be an artificial sport turf-type of material, such as turf found on football fields. This area is shown on the Site Plan and may be installed as part of the building project.

Lot Coverage

The total impervious area shown on the Site Plan totals 57,930 square feet, or 15.65% of the total park area (370,260 square feet or 8.5 acres). The maximum impervious surface area for projects in residential districts is 75% [City Code §125-329(4)].

Lot coverage is satisfied.

Parking & Site Circulation

City parking requirements §125-313(7) states for a "Place of worship or other places of assembly" to be: *One space for each three seats or for each five feet of pew length. Based on maximum design capacity.*

The parking plan shows a total of 23 parking spaces on site. The project assumes shared parking with the adjacent parking lot to the north, bringing the total parking spaces to 82, which satisfies parking requirements. The existing parking lot has 64 spaces, but will lose five (5) of them with the drive connecting both parking lots. Of the 82 total parking spaces, there is one (1) on-site and four (4) in the existing parking lot. The on-site parking lot includes two (2) accessible spaces – one (1) for accessible space and one (1) van accessible space – which conforms to parking requirements of the American with Disabilities Act.

Fire Department staff have reviewed the site for fire truck turning radius and ingress/egress and have determined the proposed parking and access points to be satisfactory.

Parking and site circulation requirements are satisfied.

Materials

City Code §125-345 establishes architectural design standards, requiring developments to: *preserve the character of neighborhoods, commercial and industrial area; promote the orderly and safe flow of vehicular and pedestrian traffic; and preserve the natural and built environment and minimize adverse impacts on adjacent properties from buildings which are or may become unsightly.* Architectural plans and specifications for exterior wall finishes for all buildings are required for all Site Plan reviews [§125-111(7)f.]. Although conceptual exterior renderings and floor layout were provided with the application, the actual architectural plans (elevations) were not. Because adequate evaluation of the exterior could not be performed as part of the Site Plan review, the Planning Commission supported a recommendation from City Planning

staff for the detailed architectural elevations and actual color renderings, showing material type and color, be submitted for review prior to building permit as a condition of approval.

There are no specific material requirements for projects in residentially-zoned areas of the City. That being said, as the building is both a public building and essentially commercial in nature, City Planning staff encourage consideration of exterior finishes standards for projects in commercial and business zoning districts, requiring a minimum 75% of exterior finishes to consist of certain materials [§125-346]. Establishing such a condition may not be plausible or enforceable by City Code. City Code §125-348 does establish a list of (exterior) materials that are not permitted in any district.

Satisfaction of material requirements are pending.

Landscape Plan

The majority of the Subject Property is vacant field with grass cover with some park-related recreational-type facilities (i.e. ballfield, skating rink and courts), a playground area and picnic shelter. For landscaping, City Code merely requires the Applicant to provide a plan that shows the location, size and type of tree and plant species. The Landscape Plan shows 15 total trees and 37 shrubs.

Landscape Plan requirements are satisfied.

Signage

As described above, the location of a park monument/entrance sign was added adjacent to the west entrance location of the Subject Property. All proposed signs will need to be reviewed by City Planning staff prior to installation.

3. Preliminary & Final Plats

The application for Preliminary and Final Plat will be submitted at a future date. The City is proposing to re-plat all eight (8) of the individual parcels that comprise the 8.5-acre Park area.

Staff Recommendation

City staff supports the recommendation from the Planning Commission to approve the Site Plan for the Lions Central Park building with conditions as stated.

ATTACHMENTS:

Description

Resolution No. 2019-39_Site Plan_Lions Central Park Building_04-23-2019

Site & Civil Plans_Revised_Triangle Park Site Plan_04-18-2019

RESOLUTION NO. 2019 - 39

A RESOLUTION APPROVING SITE PLAN FOR A 9,600 SQUARE FOOT BUILDING, PARKING LOT & TRAILS FOR LIONS CENTRAL PARK

WHEREAS, the City of Rogers (“City”) submitted an application requesting approval of a Site Plan for a new park building at Lions Central Park (“Project”), 21400 Rouillard Avenue (Subject Property), as legally described in Exhibit A and depicted in Exhibit B; and,

WHEREAS, the City intends to construct a 9,600 square foot park building, adjacent 23 stall parking lot, and sidewalks and trails, with ingress/egress for the parking lot and building from Main Street; and,

WHEREAS, on April 16, 2019, the Planning Commission reviewed the Project, finding it is consistent with the Comprehensive Plan and Zoning, and recommending approval of the Site Plan to the City Council with the following conditions:

1. Revise the Site Plan to extend the sidewalk from the parking lot to the trail on the west side of the Subject Property, adjacent to the western entrance.
2. Revise the Site Plan to depict the location of a monument sign at the new western entrance into the Subject Property.
3. Revise the Site Plan to show the lighting plan for the trails and parking lot, including photometrics. Lighting types may be defined with the proposed streetscape plan.
4. Revise the parking plan for on-site parking lot to include one (1) accessible parking space and one (1) van accessible parking space as required by ADA.
5. Submit final, detailed architectural plans and elevations, including color elevation renderings, of the building to City Planning staff for review prior to application for building permit.
6. Revise the Landscape Plan regarding tree caliper sizes, changing them from 1.5 inches to 2.5 inches per City standards.

WHEREAS, the Site Plan has since been revised to address conditions 1, 2, 4 and 6 as described herein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, the Site Plan for the new park building at Lions Central Park is hereby approved.

BE IT FURTHER RESOLVED, approval of the Site Plan shall be based on the following conditions:

1. Revisions to the Site Plan shall be required to show the Lighting Plan for the parking lot and trails, along with the Photometrics Plan for said lighting. Lighting types shall be similar to the proposed Downtown and Main Street Streetscape Plan to establish uniform design and cohesion with Main Street and Downtown.
2. Final, detailed architectural plans and elevations, including color elevation renderings, of the building shall be submitted to City Planning staff for review prior to application for building permit.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor and attested by the Clerk dated this 23rd day of April, 2019.

Rick Ihli, Mayor

ATTEST:

Stacy Scharber, Clerk

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1 (Abstract)

That portion of The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) Station Ground property at Rogers, Minnesota, situated in the Northwest Quarter of the Southeast Quarter of Section 23, Township 120 North, Range 23 West of the 5th P.M., Hennepin County, Minnesota, being a portion of the same property described in warranty Deed from Themes Rogers, et ux to The Saint Paul, Minneapolis and Manitoba Railway Company filed for record May 16, 1887, in the office of the Register of Deeds in and for said County, in Book 212 of Warranty Deeds, page 186, described as follows, to-wit: Beginning at a point on the West line of said Northwest Quarter of the Southeast Quarter distant 150.0 feet Southwesterly, as measured at right angles from said Railway Company's hereinafter described Main Track centerline: thence Southeasterly parallel with said hereinafter described Main Tract centerline and along the Southwesterly boundary of said Station Ground property a distance of 350.0 feet; thence Northeasterly at right angles to the last described course a distance of 100 feet, more or less, to the Intersection with a line drawn parallel with and 10.0 feet Southwesterly, as measured at right angles from said Railway Company's Elevator Track centerline, as now located and constructed; thence Northwesterly along the last described parallel line a distance of 450 feet, more or less, to the intersection with the West line of said Northwest Quarter of the Southeast Quarter; thence South along said West line to the Point of Beginning.

Main Tract Centerline Description: Beginning at a point on the West line of said Northwest Quarter of the Southeast Quarter distant 393.5 feet South of the Northwest corner thereof; thence Southeasterly, deflecting an angle of 44 degrees 27 minutes measured from South to East of said West line, a distance of 600 feet and there terminating.

Parcel 2 (Abstract)

That part of Lot 43, Auditor's Subdivision Number 234, Hennepin county, Minnesota, described as follows: Beginning at a point in the East line of Highway No. 150, which point is 747 feet South of an 33 feet East of the quarter corner in the center of Section 23, Township 120, Range 23, from said point of beginning; thence due East a distance of 122 feet more or less, to the Southwesterly line of the Great Northern Railroad right of way; thence Northwesterly along the right of way line a distance of 174.5 feet more or less, to the East line of the Highway Number 150; thence South along the East line of the highway a distance of 123.5 feet to the point of beginning.

Parcel 3 (Abstract)

That part of Lot 43, Auditor's Subdivision Number 234, Hennepin County, Minnesota, described as follows: Beginning at a point 747.0 feet South and 33.0 feet East of center of Section 23, Township 120 North, Range 23 West of the 5th Principal Meridian, and running thence South along East right of way line of highway, 89.0 feet, thence East at an angle of 90 degrees to North and South $\frac{1}{4}$ section line, 146.0 feet; thence North at an angle of 90 degrees, 63.0 feet to south line of railroad right of way; thence Northwesterly along said right of way line 34.2 feet to Southeast corner of Cooperative Oil Co. lot; thence West 122.0 feet to point of beginning.

Parcel 4 (Torrens)

That part of Lot 43, Auditor's Subdivision Number 234, Hennepin County, Minnesota, described as commencing at a point on the West Line of the Northwest Quarter of the Southeast Quarter of

Section 23, Township 120, Range 23, distant 936 feet South from the Northwest corner of said Northwest Quarter of the Southeast Quarter; thence East at right angles to said West line 33 feet to the West line of said Lot 43, being the actual point of beginning; thence North along the West line of said Lot 43, a distance of 100 feet; thence East at a right angle 146 feet; thence North at a right angle 63 feet, more or less, to the Northeasterly line of said Lot 43; thence Southeasterly along said Northeasterly line to its intersection with a line drawn East at right angles to the West line of said Northwest Quarter of the Southeast Quarter form the point of commencement; thence West along the last described line 305 feet more or less to the actual point of beginning.

Parcel 5 (Torrens)

That part of Lot 43, Auditor's Subdivision No. 234, Hennepin County, Minnesota, described as beginning at a point on the West line of said Lot 43 distant 270 feet North from the Southwest corner of said Lot 43; thence East, parallel to the South line of said Lot 43, a distance 140 feet; thence North, parallel to the West line of said Lot 43, to an intersection with a line drawn East at right angles to the West line of the Northwest Quarter of the Southeast Quarter of Section 23, Township 120, Range 23, from a point on said last mentioned West line distant 936 feet South from the Northwest corner of said Northwest Quarter of the Southeast Quarter; thence West along the last described line 140 feet, more or less, to the West line of said Lot 43; thence South along the West line of said Lot 43 to the point of beginning.

Parcel 6 (Abstract)

All that part of Lot 43, Auditor's Subdivision Number 234, Hennepin County, Minnesota, lying South of a line drawn at right angles from a point 936 feet South of the East West Center Line of Section 23, Township 120, Range 23, except the West 140 feet thereof.

Parcel 7 (Abstract)

The Southwesterly 125.0 feet of The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) 250.0 foot wide Station Ground Property at Rogers, Minnesota, being 150.0 feet wide on the Southwesterly side and 100.0 feet wide on the Northeasterly side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 23, Township 120 North, Range 23 West of the Fifth Principal Meridian, Hennepin County, Minnesota lying between two lines drawn parallel with and distant, respectively, 25.0 feet and 150.0 feet Southwesterly of, as measured at right angles from said Railway Company's Main Track centerline and bounded between two lines drawn at right angles to said Main Track centerline and distant, respectively, 623.0 feet and 1523.0 feet Southeasterly of the West line of said W $\frac{1}{2}$ SE $\frac{1}{4}$, measured along said Main Track centerline.

EXCEPTING THEREFROM: All that portion of the hereinabove described property lying Northeasterly of a line drawn parallel with and distant 25.0 feet Southwesterly of, as measured at right angles from said Railway Company's most Southwesterly Side Track centerline, as now located and constructed upon, over and across said W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 23, and

ALSO EXCEPTING THEREFROM: All that portion of the hereinabove described property lying Northeasterly of a line drawn parallel with and distant 120.0 feet Southwesterly of, as measured at right angles from said Main Track centerline, and also bounded between two lines drawn at right angles to said Main Track centerline and distant, respectively, 623.0 feet and 773.0 feet Southeasterly of the West line of said W $\frac{1}{2}$ SE $\frac{1}{4}$, as measured along said Main Track centerline.

Parcel 8: (Abstract)

That part of the Burlington Northern and Santa Fe Railway Company's property within the Southwest Quarter of the Southeast Quarter Section 23, Township 120, Range 23, Hennepin County, Minnesota, which lies between two lines drawn parallel with and distant 50.00 feet and 150.00 feet southwesterly of, as measured at right angles from said Railway Company's Main Track centerline and bounded between the east line of said Southwest Quarter of the Southeast Quarter and a line drawn at right angles to said Main Track centerline, distant 1523.00 feet southeasterly of the west line of the West Half of said Southeast Quarter, as measured along said Main Track centerline.

Parcel 9 (Torrens)

Lot 1, Block 2, Scharber's 2nd Addition, Hennepin County, Minnesota.

EXHIBIT B

MAP OF LEGAL DESCRIPTION

EXISTING PLAN SYMBOLS

| | |
|-----------------------------|--|
| PROPERTY LINES/RIGHT-OF-WAY | |
| UTILITY EASEMENT | |
| TREE LINE | |
| SIGN | |
| DECIDUOUS TREE | |
| SHRUB | |
| CONIFEROUS TREE | |

EXISTING UTILITY SYMBOLS

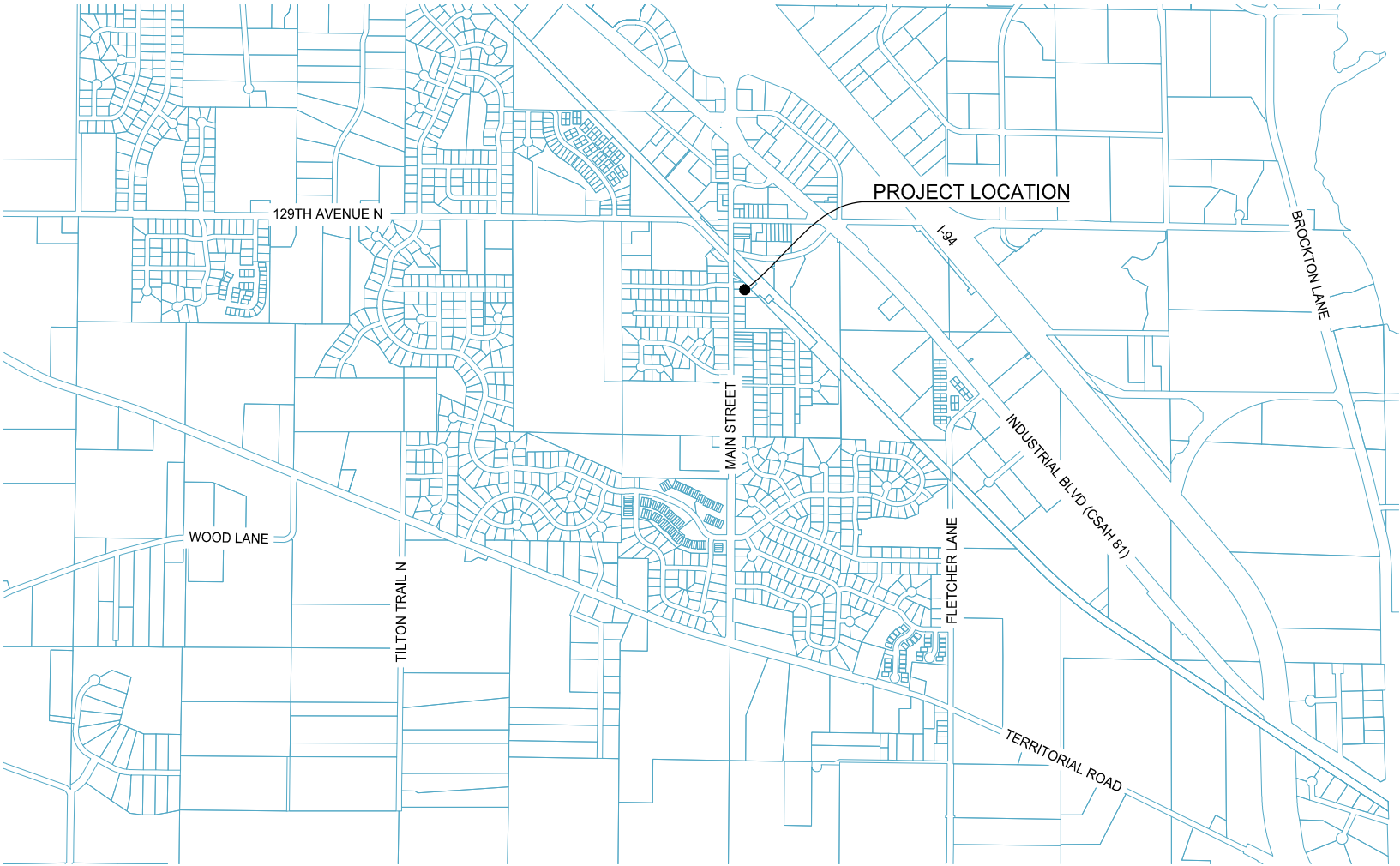
| | |
|------------------------------|--|
| FIBER OPTIC CABLE | |
| UNDERGROUND TELEPHONE | |
| GAS LINE | |
| UNDERGROUND CABLE | |
| CABLE TV | |
| OVERHEAD COMMUNICATIONS LINE | |
| UNDERGROUND POWER | |
| OVERHEAD POWER | |
| UNDERGROUND ELECTRIC | |
| OVERHEAD TELEPHONE | |
| WATER MAIN | |
| SANITARY SEWER | |
| STORM SEWER | |
| CATV VAULT | |
| POWER POLE | |
| ELECTRIC BOX | |
| CATCH BASIN | |
| STORM APRON | |
| STORM SEWER MANHOLE | |
| GATE VALVE | |
| HYDRANT | |
| SANITARY SEWER MANHOLE | |

2019 TRIANGLE PARK IMPROVEMENT PROJECT

CITY OF ROGERS

CONSTRUCTION PLAN FOR GRADING AND UTILITY CONSTRUCTION IMPROVEMENTS

LOCATED ON MAIN STREET FROM AHLSTROM ROAD TO MEMORIAL DRIVE



PROJECT LOCATION MAP

GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

PLAN SET INDEX

| SHEET NO. | DESCRIPTION |
|-----------|----------------------------------|
| 1 | TITLE SHEET |
| 2 | EXISTING CONDITIONS |
| 3 | DEMOLITION PLAN |
| 4 | SITE PLAN |
| 5 | GRADING AND EROSION CONTROL PLAN |
| 6 | UTILITY PLAN |
| 7 | LANDSCAPE PLAN |
| 8-12 | CONSTRUCTION DETAILS |



THIS PLAN SET CONTAINS 12 SHEETS

THIS PLAN SET HAS BEEN PREPARED FOR:

CITY OF ROGERS
22350 SOUTH DIAMOND LAKE ROAD
ROGERS, MN 55374
(763) 428-2253

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

BRIAN J. BOURASSA, P.E.

DATE: 03/29/2019 LICENSE NUMBER: XXXXX

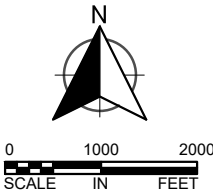
EXCAVATION NOTICE SYSTEM

A CALL TO GOPHER STATE ONE (651-454-0002) IS REQUIRED A MINIMUM OF 48 HOURS PRIOR TO PERFORMING ANY EXCAVATION.

UTILITY INFORMATION

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

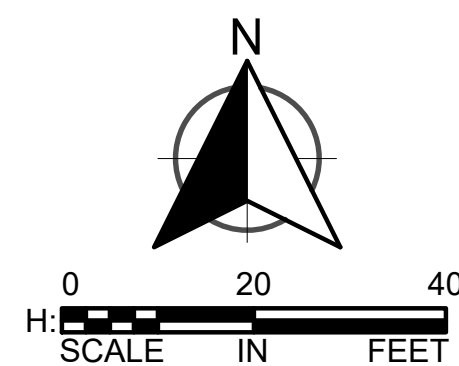
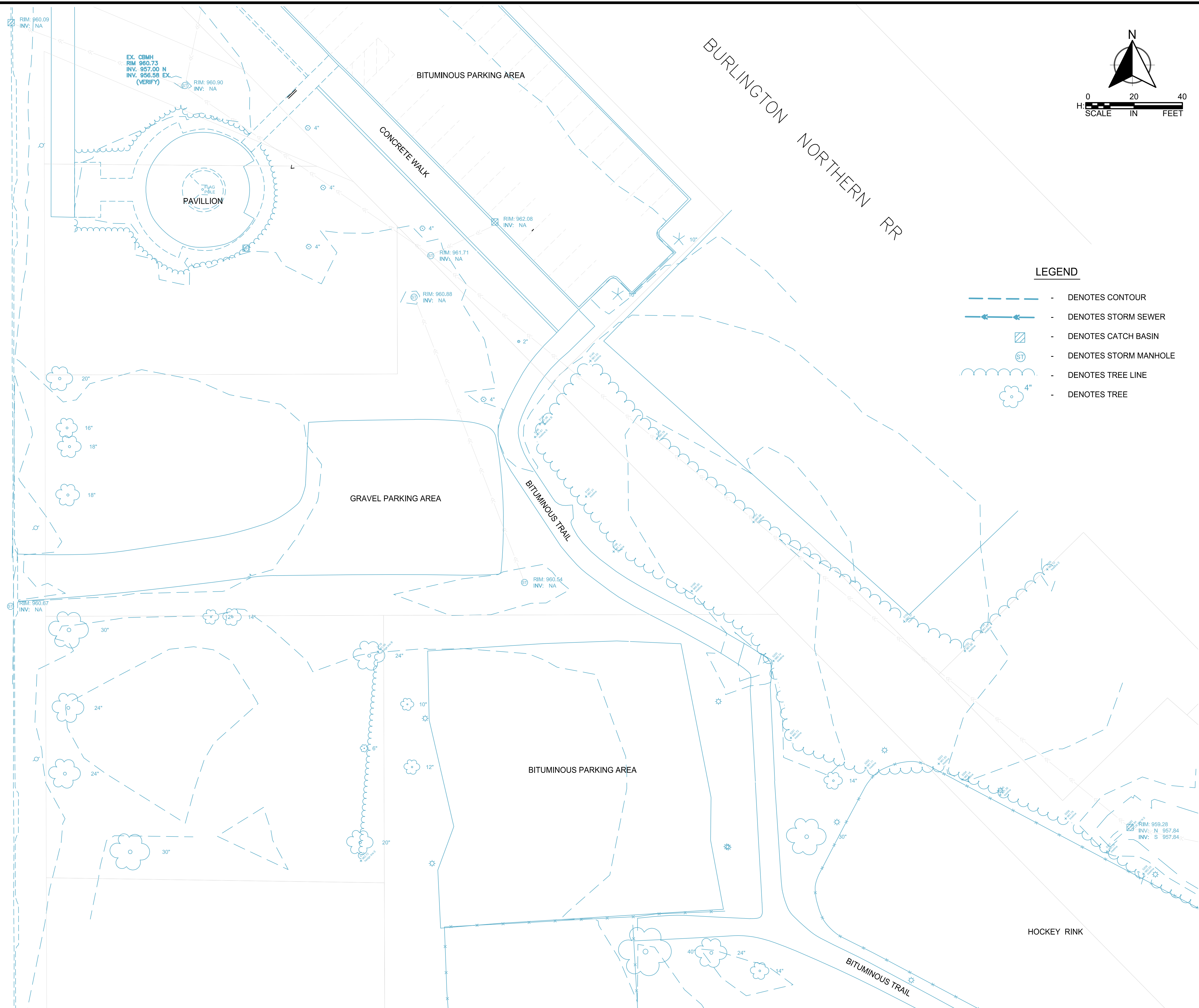
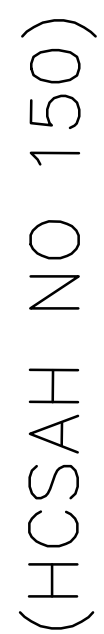
GOPHER ONE CALL TICKET NUMBER:



| PLAN REVISIONS | | |
|----------------|-----------|-------------|
| DATE | SHEET NO. | APPROVED BY |
| | | |
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WSB PROJ. NO. 013674-000

SHEET
1
OF
12



wsb

WSB PROJECT NO.:
13674-000

SCALE: AS SHOWN
PLAN BY: EY
DESIGN BY: EY
CHECK BY: JDE

[illegible]

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION,
OR REPORT WAS PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM A DULY
LICENSED PROFESSIONAL ENGINEER UNDER THE
LAWS OF THE STATE OF MINNESOTA.

BRIAN J. BOURASSA

DATE: 04/03/2019 LIC. NO: 21816

2019 TRIANGLE PARK
IMPROVEMENT PROJECT

CITY OF ROGERS, MN

EXISTING CONDITIONS

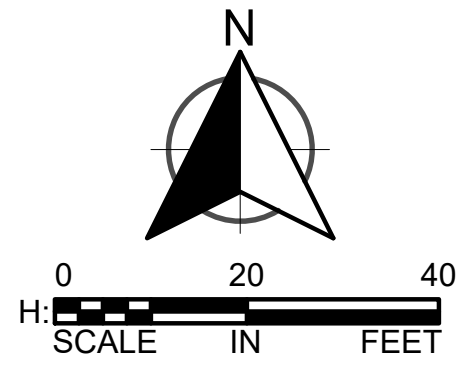
SHEET
2
OF
12

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(HCSAH NO 150)

MAIN ST

BURLINGTON NORTHERN RR



WSB PROJECT NO.:
13674-000

SCALE: AS SHOWN
DESIGN BY: EY
PLAN BY: EY
CHECK BY: JDE

REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
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| | | |
| | | |
| | | |

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

BRIAN J. BOURASSA

DATE: 04/03/2019 LIC. NO: 21816

2019 TRIANGLE PARK
IMPROVEMENT PROJECT
CITY OF ROGERS, MN

DEMOLITION PLAN

SHEET
3
OF
12

LEGEND

- DENOTES CONTOUR
- DENOTES STORM SEWER
- DENOTES CATCH BASIN
- DENOTES STORM MANHOLE
- DENOTES TREE LINE
- DENOTES TREE

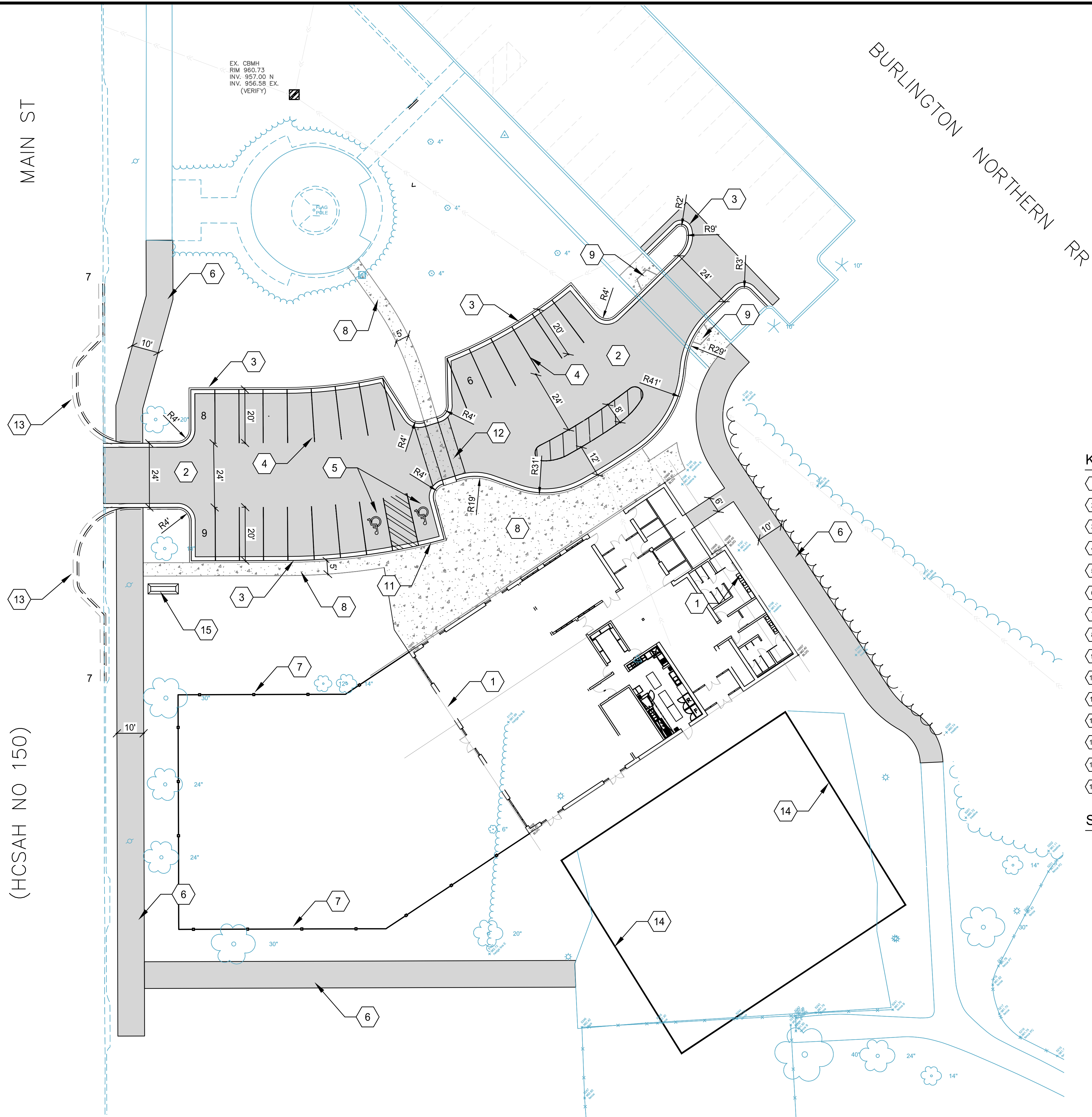
KEYNOTES

- 1 REMOVE BITUMINOUS PAVEMENT
- 2 REMOVE CONCRETE SIDEWALK
- 3 REMOVE CONCRETE CURB AND GUTTER
- 4 REMOVE GRAVEL PARKING AREA
- 5 REMOVE STORM SEWER
- 6 REMOVE TREE / TREE LINE

SITE NOTES

- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF EXISTING UTILITY LOCATES. ALL UTILITIES MUST BE LOCATED PRIOR TO DEMOLITION.
- THE CONTRACTOR SHALL CONFIRM ALL REMOVAL ITEMS AND LIMITS WITH THE ENGINEER PRIOR TO DEMOLITION.
- STRAIGHT LINE CUT, FULL DEPTH REQUIRED FOR ALL PAVEMENT AND CURB REMOVAL.
- ALL ITEMS AND MATERIAL REMOVED BECOME THE PROPERTY OF THE CONTRACTOR.

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LEGEND

- ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- CONCRETE PAVEMENT

KEYNOTES

- NEW PARK BUILDING. (REFER TO ARCHITECTURAL PLANS)
- ASPHALT PAVEMENT. (SEE DETAIL)
- B618 CONCRETE CURB AND GUTTER, TYPICAL. (SEE DETAIL)
- PARKING STRIPE, 4" WIDE, WHITE; TYPICAL.
- ACCESSIBLE PARKING STALL WITH SIGNAGE. (SEE DETAIL)
- FUTURE BITUMINOUS TRAIL
- FUTURE FENCE
- CONCRETE SIDEWALK. (SEE DETAIL)
- PEDESTRIAN RAMP WITH TRUNCATED DOMES
- 2' CURB TRANSITION. (SEE DETAIL)
- PIPE BOLLARD. (SEE DETAIL 7/CS503)
- ELEVATED CONCRETE PEDESTRIAN CROSSING (SEE DETAIL)
- FUTURE CURB AND GUTTER (COORDINATE WITH MAIN ST. PROJECT)
- FUTURE GREEN SPACE AREA
- MONUMENT SIGN

SITE NOTES

- REFER TO ARCHITECTURAL AND/OR STRUCTURAL PLANS FOR ACTUAL BUILDING DIMENSIONS, STOOP AND RAMP LOCATIONS.
- THE CONTRACTOR SHALL CONSTRUCT ALL PAVEMENTS TO CONFORM WITH THE CORRECT LINES AND FINISHED GRADES AS INDICATED ON THE PLANS AND TO MATCH EXISTING PAVEMENT GRADES AT TIE-IN POINTS. NO PONDING OF WATER WILL BE ALLOWED.
- SAW ALL CONCRETE CONSTRUCTION JOINTS, CLEAN THEM OF DEBRIS, BLOW THEM DRY AND IMMEDIATELY SEAL WITH JOINT SEALANT.
- REINFORCE ODD SHAPED PAVING PANEL WITH #3 BARS AT 24" EACH WAY, AND ODD SHAPED PANEL IS CONSIDERED TO BE ONE IN WHICH THE SLAB TAPERS TO A SHARP ANGLE WHEN THE LENGTH TO WIDTH RATION EXCEEDS 3 TO 1 OR WHEN A SLAB IS NEITHER SQUARE NOR RECTANGULAR.
- REFER TO GRADING AND DRAINAGE PLANS FOR TOPOGRAPHIC INFORMATION AND STORM WATER DESIGN DETAILS.
- DIMENSIONS ARE TO EDGE OF PAVEMENT, CURB GUTTER-LINE, OUTSIDE FACE OF BUILDING, OR EDGE OF WALK UNLESS OTHERWISE NOTED.



WSB PROJECT NO.:
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PLAN BY: EY
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| 1 | 04/17/19 | | |

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BRIAN J. BOURASSA
DATE: 04/03/2019 LIC. NO: 21816

2019 TRIANGLE PARK IMPROVEMENT PROJECT CITY OF ROGERS, MN

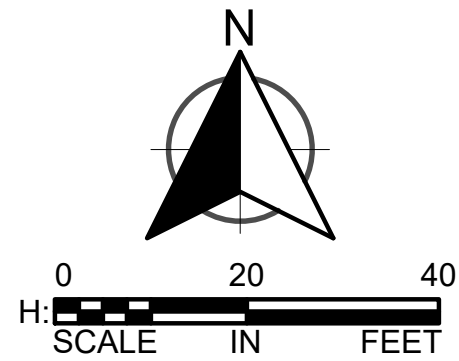
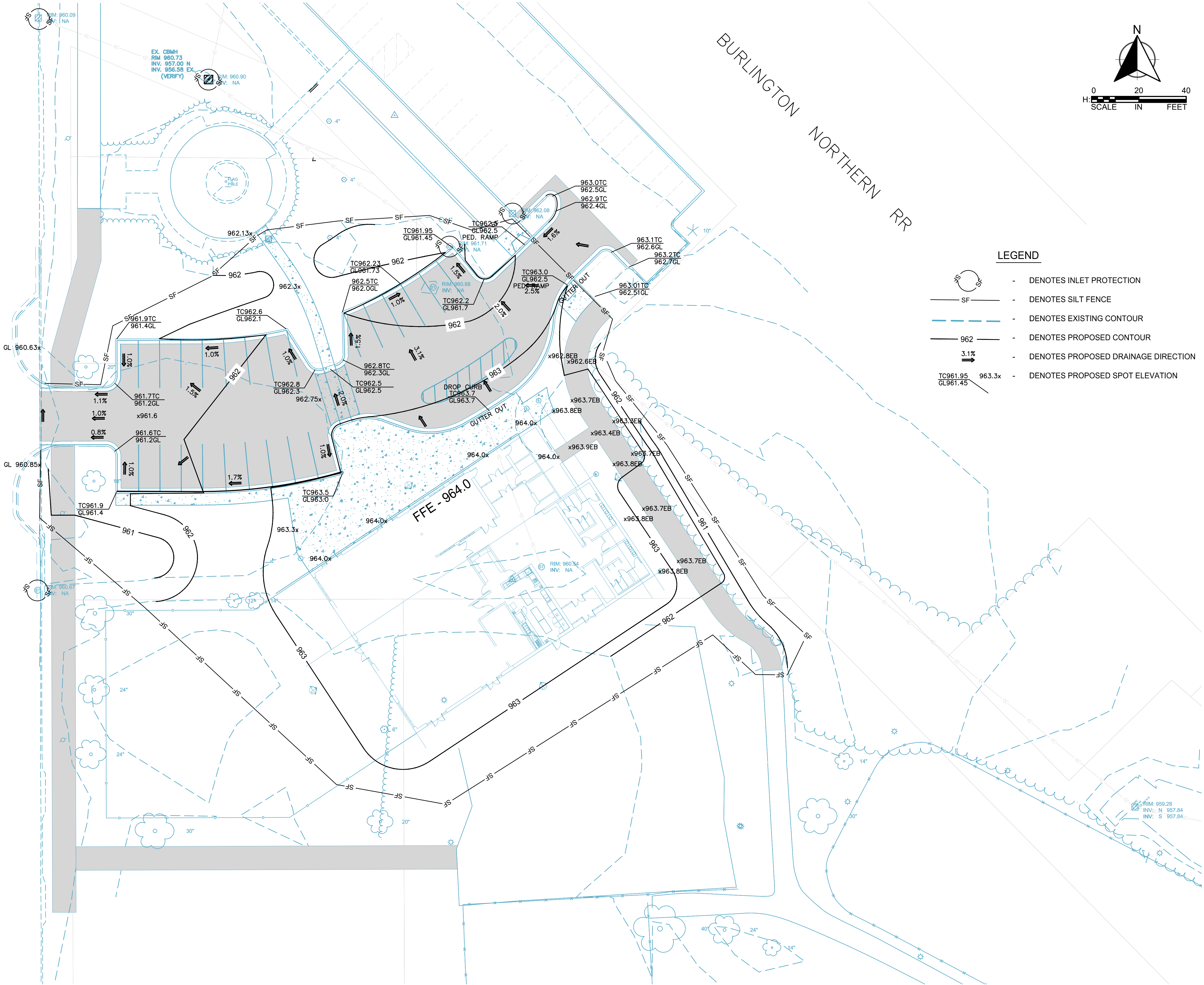
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- DENOTES PROPOSED SPOT ELEVATION



WSB PROJECT NO.:
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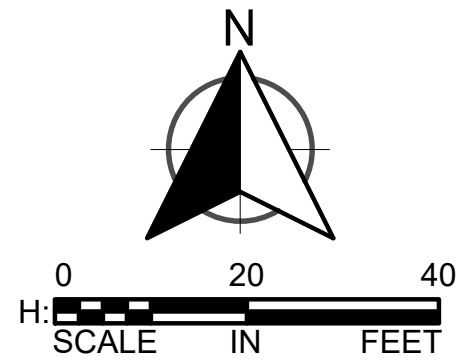
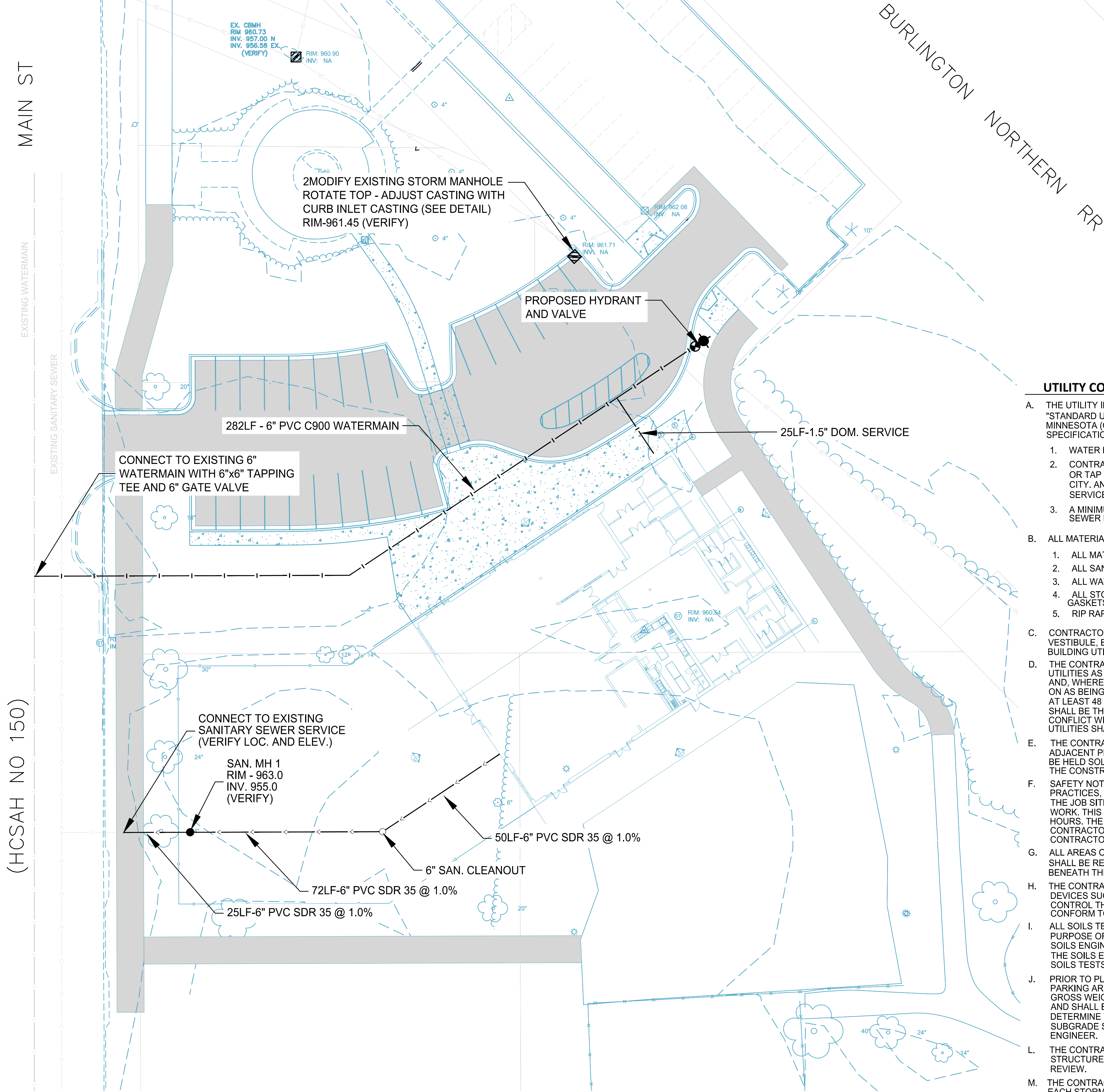
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2019 TRIANGLE PARK
IMPROVEMENT PROJECT
CITY OF ROGERS, MN

GRADING AND
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LEGEND

- <— DENOTES PROPOSED SANITARY SEWER
- DENOTES PROPOSED MANHOLE
- |— DENOTES PROPOSED WATERMAIN
- DENOTES PROPOSED HYDRANT

UTILITY CONSTRUCTION NOTES

- THE UTILITY IMPROVEMENTS FOR THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "STANDARD UTILITIES SPECIFICATIONS" AS PUBLISHED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), EXCEPT AS MODIFIED HEREIN. CONTRACTOR SHALL OBTAIN A COPY OF THESE SPECIFICATIONS.
 - WATER MAIN SHALL BE INSTALLED AT A MINIMUM DEPTH OF 7.5 FEET OF COVER.
 - CONTRACTOR SHALL NOT OPEN, TURN OFF, INTERFERE WITH, OR ATTACH ANY PIPE OR HOSE TO OR TAP WATERMAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF ANY SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE THE LIABILITY OF THE CONTRACTOR
 - A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATERMAIN AND SEWER MAIN (BUILDING, STORM AND SANITARY) CROSSINGS.
- ALL MATERIALS SHALL BE AS SPECIFIED IN CEAM SPECIFICATIONS EXCEPT AS MODIFIED HEREIN.
 - ALL MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE SPECIFICATIONS.
 - ALL SANITARY SEWER TO BE PVC SDR-35, UNLESS NOTED OTHERWISE.
 - ALL WATERMAIN TO BE PVC C-900 AND DUCTILE IRON - CLASS 52 AS NOTED.
 - ALL STORM SEWER PIPE TO BE REINFORCED CONCRETE PIPE WITH R-4 JOINTS, AND RUBBER GASKETS.
 - RIP RAP SHALL BE Mn/DOT CLASS 3.
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULE, EXIT PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. THE LOCATIONS OF SMALL UTILITIES SHALL BE OBTAINED BY THE CONTRACTOR, BY CALLING GOPHER STATE ONE CALL AT 454-0002.
- THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
- SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
- ALL AREAS OUTSIDE THE PROPERTY BOUNDARIES THAT ARE DISTURBED BY UTILITY CONSTRUCTION SHALL BE RESTORED IN KIND. SODDED AREAS SHALL BE RESTORED WITH 6 INCHES OF TOPSOIL PLACED BENEATH THE SOD.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
- ALL SOILS TESTING SHALL BE COMPLETED BY AN INDEPENDENT SOILS ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE SOILS ENGINEER. THE UTILITY BACKFILL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF THE SOILS ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND SOIL INSPECTIONS WITH THE SOILS ENGINEER.
- PRIOR TO PLACEMENT OF AGGREGATE BASE, A TEST ROLL WILL BE REQUIRED ON THE STREET AND PARKING AREA SUBGRADE. THE CONTRACTOR SHALL PROVIDE A LOADED TANDEM AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL DETERMINE WHICH SECTIONS OF THE STREET OR PARKING AREA ARE UNSTABLE. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER.
- THE CONTRACTOR SHALL SUBMIT PDF COPIES OF SHOP DRAWINGS FOR MANHOLE AND CATCH BASIN STRUCTURES FOR APPROVAL. CONTRACTOR SHALL ALLOW 10 WORKING DAYS FOR SHOP DRAWING REVIEW.
- THE CONTRACTOR AND THEIR SUPPLIER SHALL DETERMINE THE MINIMUM DIAMETER REQUIRED FOR EACH STORM SEWER STRUCTURE.



WSB PROJECT NO.:
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BRIAN J. BOURASSA

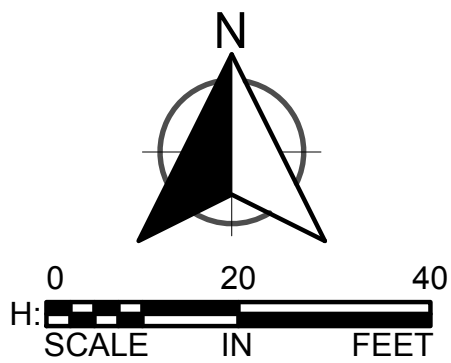
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2019 TRIANGLE PARK
IMPROVEMENT PROJECT
CITY OF ROGERS, MN

UTILITY PLAN

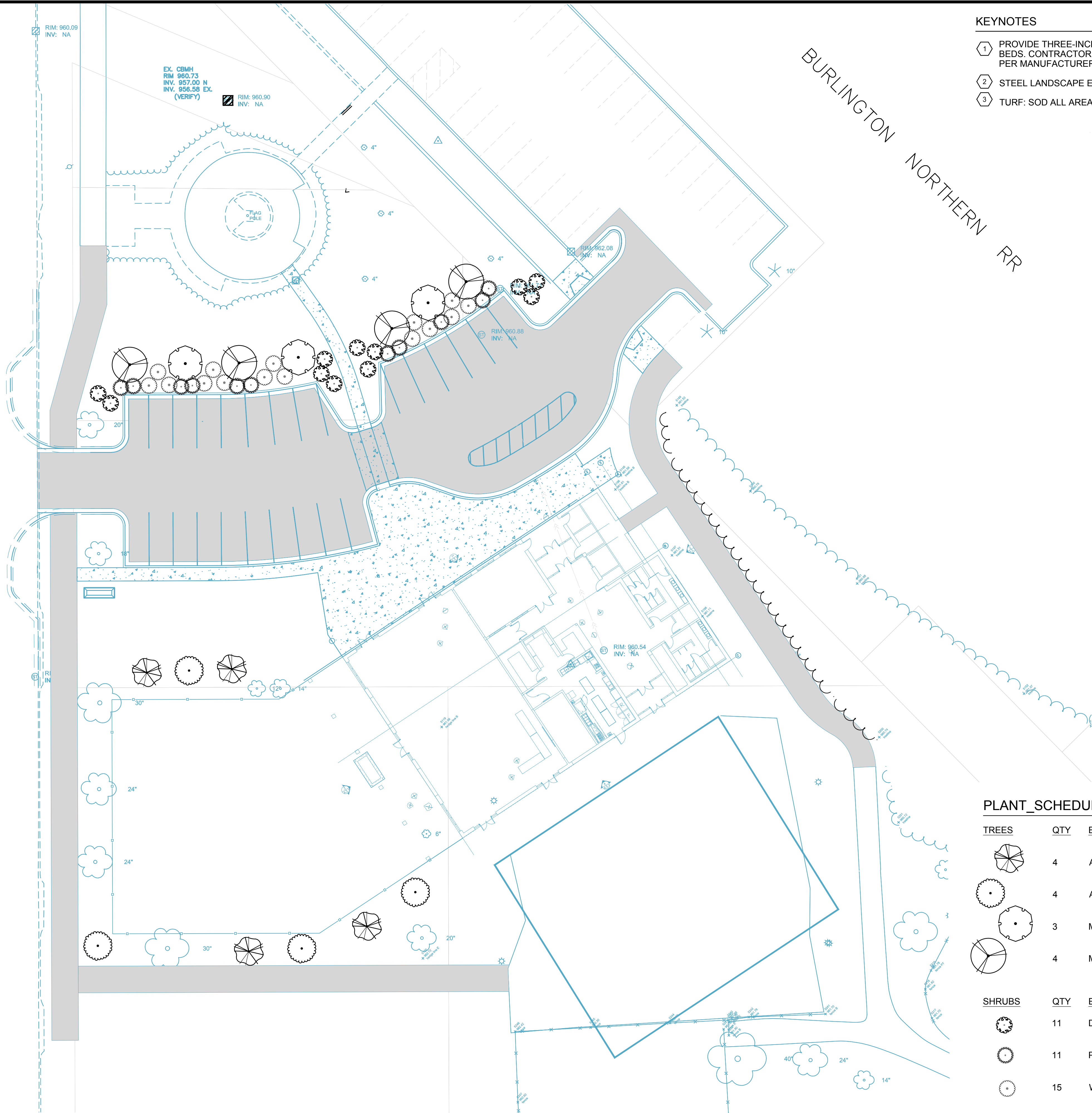
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MAIN ST



KEYNOTES

- 1

PROVIDE THREE-INCH (3") DEPTH DOUBLE SHREDDED HARDWOOD MULCH IN ALL PLANTING BEDS. CONTRACTOR TO PROVIDE GRANULAR WEED PREVENTION IN SHREDDED MULCH BEDS PER MANUFACTURER'S RECOMMENDATIONS.
- 2

STEEL LANDSCAPE EDGING. COLOR: BLACK.
- 3

TURF: SOD ALL AREAS NOT PAVED OR BLANKETED WITH EROSION CONTROL MEASURES

GENERAL LANDSCAPE NOTES

1. LANDSCAPE CONTRACTOR SHALL VISIT THE SITE PRIOR TO SUBMITTING A BID TO BECOME FAMILIAR WITH SITE CONDITIONS. THE LANDSCAPE CONTRACTOR SHALL HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO ANY DIGGING. THE LANDSCAPE CONTRACTOR SHALL COORDINATE INSTALLATION WITH GENERAL CONTRACTOR.
2. ALL PLANTING BED SHALL BE PREPARED IN THE FOLLOWING MANNER:

• REMOVE EXISTING VEGETATION, ESPECIALLY GROUNDCOVER

• TILL TO A DEPTH OF 12 INCHES AND INCORPORATE FERTILIZER

• INSTALL EDGING WHERE APPLICABLE

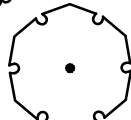
• REMOVE ALL ROCKS AND DEBRIS

• INSTALL PLANTS PER PLANTING DETAIL AND SPECIFICATIONS
3. ALL PLANT MATERIALS SHALL CONFORM WITH THE MOST RECENT ADDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60) AND SHALL BE OF HARDY STOCK, FREE FROM DISEASE, DAMAGE, AND DISFIGURATION.
4. ALL PLANT MATERIAL SHALL BE TRUE TO THEIR SCIENTIFIC NAME AND SIZE AS INDICATED IN THE PLANT SCHEDULE.
5. ALL TURF AND PLANTING AREAS SHALL BE TILLED TO A DEPTH OF 12 INCHES.
6. LANDSCAPE CONTRACTOR IS TO COORDINATE WITH GENERAL TO ENSURE DESIGN GRADES ARE MET AS SPECIFIED ON THE GRADING PLAN(S).
7. THE LANDSCAPE CONTRACTOR IS TO FOLLOW ALL LANDSCAPE DETAILS AS SHOWN UNLESS OTHERWISE NOTED ON PLANS.

SITE RESTORATION

1. ALL DISTURBED AREAS WITHIN CONSTRUCTION LIMITS THAT ARE NOT HARD SURFACED, OR INDICATED AS SOD, SHALL BE HYDROSEEDDED WITHIN 14 DAYS OF FINISHED GRADING OPERATIONS, IN ACCORDANCE WITH THE PLAN AND SPECIFICATIONS FOR PERMANENT COVER.
2. ALL AREAS OUTSIDE OF CONSTRUCTION LIMITS THAT ARE DISTURBED DURING CONSTRUCTION SHALL BE HYDROSEEDDED BY THE CONTRACTOR, AT CONTRACTOR'S EXPENSE.
3. REUSE SITE TOPSOIL FOR ALL PLANTING, SOD, AND SEEDDED AREAS, MIN. 6" DEPTH.
4. FOR SEEDING METHODS, PLEASE REFER TO "ESTABLISHING NON-NATIVE SEED MIXTURES - SEEDING METHODS" IN THE MNDOT SEEDING MANUAL 2014 EDITION.

PLANT_SCHEDULE

| TREES | QTY | BOTANICAL NAME / COMMON NAME | CONT |
|---|-----|---|--------------|
|  | 4 | Acer x freemanii 'Sienna' / Sienna Glen Maple | 2.5" Cal B&B |
|  | 4 | Amelanchier canadensis ``Trazam` / Tradition Serviceberry | 2.5" Cal B&B |
|  | 3 | Malus floribunda 'Louisa' / Flowering Crabapple | 4' Height |
|  | 4 | Maul 'Royal Raindrops' / Royal Raindrops Flowering Crab | 4' Height |
| SHRUBS | QTY | BOTANICAL NAME / COMMON NAME | SIZE |
|  | 11 | Dark Horse Weigela / Weigela florida 'Dark Horse' | 3 gal |
|  | 11 | Potentilla fruticosa 'Pink Beauty' / Pink Beauty Potentilla | 3 gal |
|  | 15 | Weigela florida 'Bokraspiwi' / Spilled Wine Weigela | 3 gal |



WSB PROJECT NO.:
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DESIGN BY: EY
PLAN BY: EY
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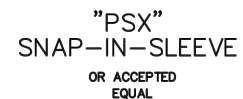
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DATE: 04/03/2019
LIC. NO: 21816
BRIAN J. BOURASSA

2019 TRIANGLE PARK
IMPROVEMENT PROJECT
CITY OF ROGERS, MN

LANDSCAPE PLAN

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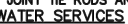
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|  | <p align="center">WATER MAIN DETAILS AND TIE SCHEDULE TABLE</p> | Standard Details | |
| | | Section JANUARY, 2014 Revisions | WAT-04 |



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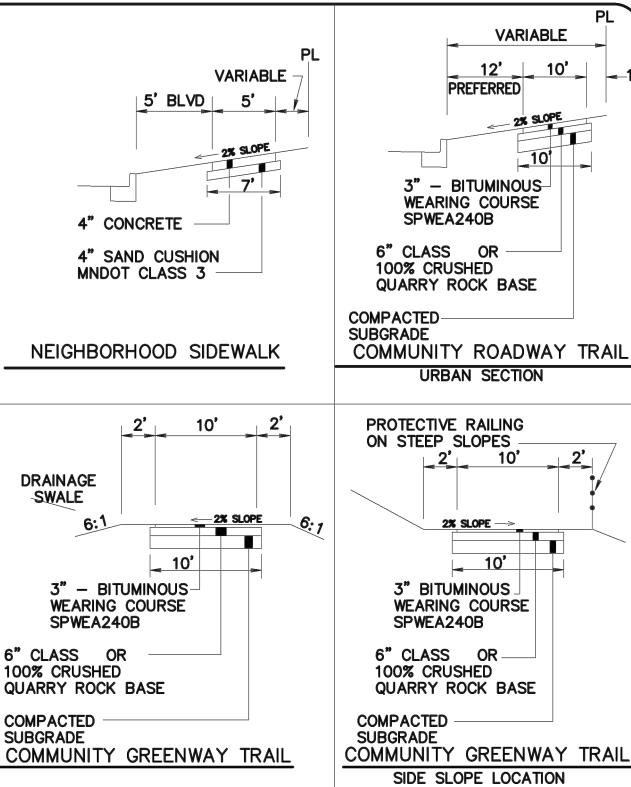
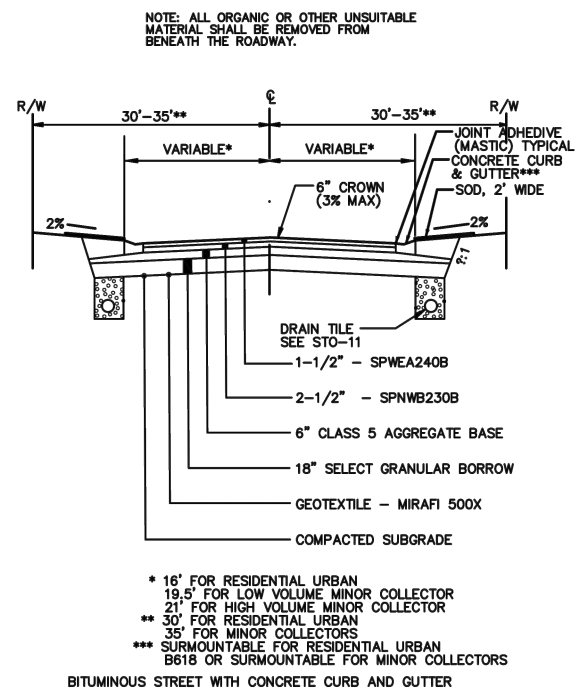
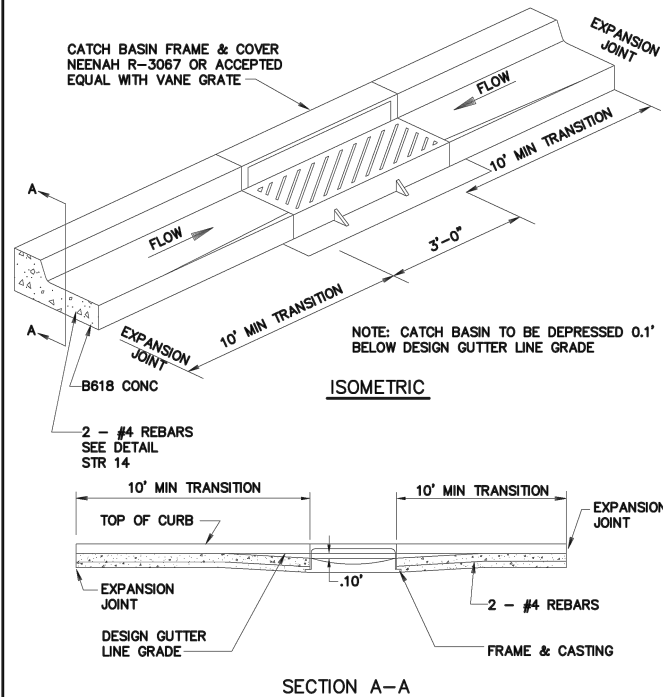
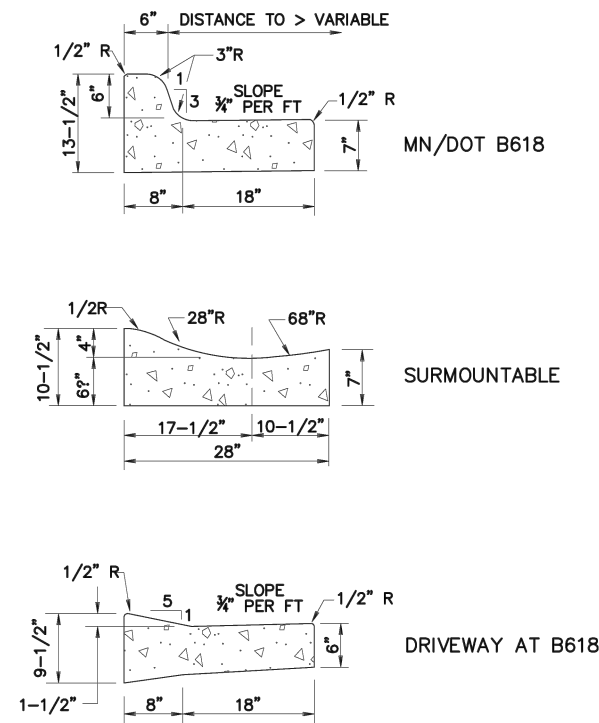
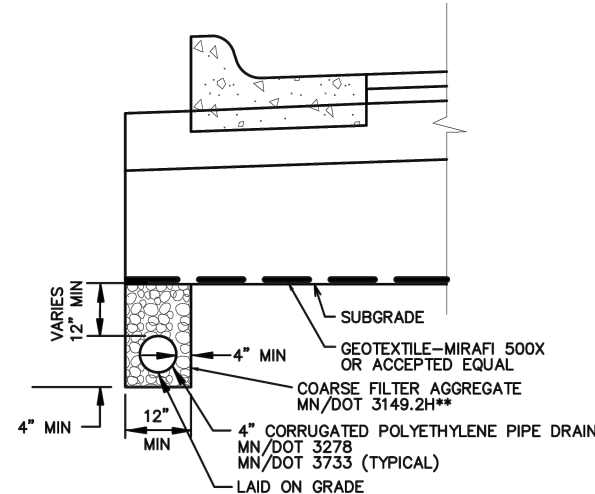
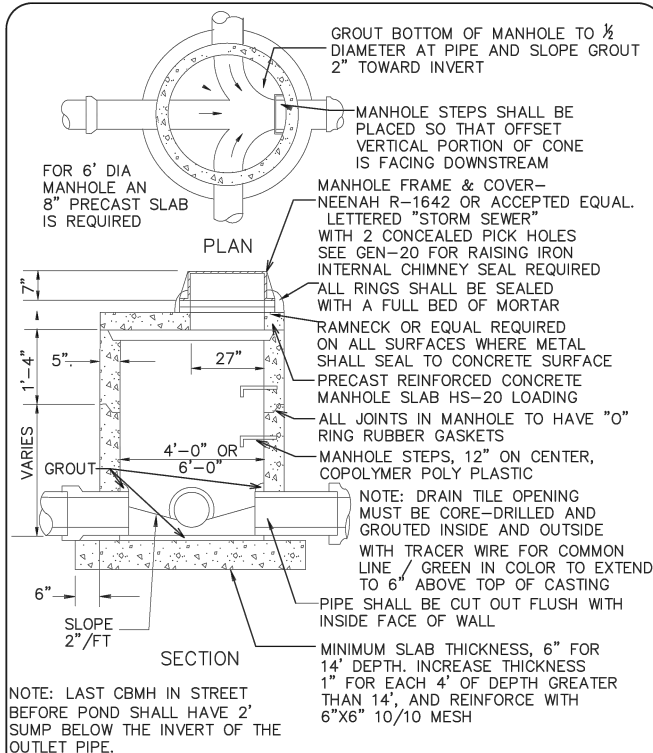
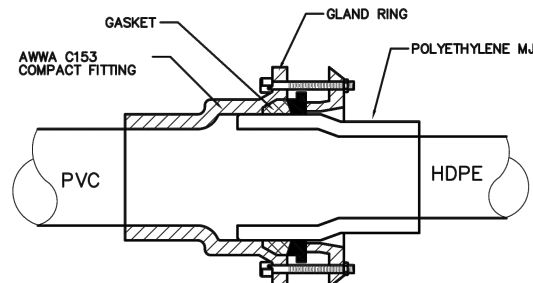


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- NOTES:
- TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA), ALL STATE AND LOCAL AGENCIES ARE REQUIRED TO COMPLY WITH THIS STANDARD PLATE.
 - THE CURB AND CURB TRANSITION ON THE RAMP WILL BE PAID FOR AS LINEAR FEET OF CONCRETE CURB OR CONCRETE CURB AND GUTTER. THE RAMP AREA WILL BE PAID FOR AS CONCRETE WALK EXCLUDING THE TRUNCATED DOME AREA WHICH WILL BE PAID FOR AS TRUNCATED DOMES BY THE SQUARE FOOT. BIKE TRAILS SHALL HAVE TRUNCATED DOMES ACROSS THE ENTIRE WIDTH OF TRAIL WHEN THE TRAIL CROSSES A ROAD. DOMES ARE NOT TO BE USED ON SIDEWALKS OR TRAILS WHEN CROSSING ALLEYS OR DRIVEWAYS.
 - 1/2" PREFORMED JOINT FILLER MATERIAL, AASHTO M 213.
 - WHEN POSSIBLE, PROVIDE A CLEAR PATH OF TRAVEL 4'-0" WIDE BEHIND THE PEDESTRIAN RAMP. A RELATIVELY FLAT 4' X 4' LANDING WILL ALLOW WHEELCHAIRS TO NAVIGATE AROUND THE PEDESTRIAN RAMP. NO SIGNALS, SIGNS, CABINETS, OR OTHER OBSTRUCTIONS ARE ALLOWED IN THE RAMP OR PATH OF TRAVEL.
 - WHEN A MEDIAN IS NOT WIDE ENOUGH FOR TWO PEDESTRIAN RAMPS AND A 48" LANDING BETWEEN THEM, THE PEDESTRIAN CROSSING SHALL BE CUT THROUGH THE MEDIAN AT STREET LEVEL.
 - PLACE THE DETECTABLE WARNINGS (TRUNCATED DOMES) AT THE BACK OF CURB. WHEN THE DETECTABLE WARNING SYSTEM IS A PRECAST MATERIAL, THE CURB SHALL BE HAND FORMED TO FILL THE GAP.
 - ADA TRUNCATED DOME AREA SHALL BE 2'-0" MIN. IN DIRECTION OF TRAVEL AND SHALL EXTEND THE FULL WIDTH OF THE CURB RAMP. THIS 2'-0" BY 3'-0" OR 4'-0" WIDTH (TYP.) TRUNCATED DOME AREA SHALL CONTRAST VISUALLY WITH THE ADJACENT WALKING SURFACE. THE ENTIRE TRUNCATED DOME AREA SHALL BE A LIGHT GRAY COLOR WHEN THE ADJACENT SIDEWALK IS A DARK COLOR. THE ENTIRE TRUNCATED DOME AREA SHALL BE A DARK GRAY COLOR WHEN THE ADJACENT SIDEWALK IS A LIGHT GRAY CEMENT COLOR.
 - 4'-0" MIN. FOR NEW CONSTRUCTION. 3'-0" ALLOWED TO STAY IN PLACE FOR RETROFIT PROJECTS. IN SITUATIONS WHERE THE CURB CUT WIDTH EXCEEDS 4'-0", THE DETECTABLE WARNINGS SHALL EXTEND THE FULL WIDTH.
 - REFER TO MNDOT STANDARD PLATE 7036F
 - REFER TO DETAIL STR 15A FOR DRAWINGS

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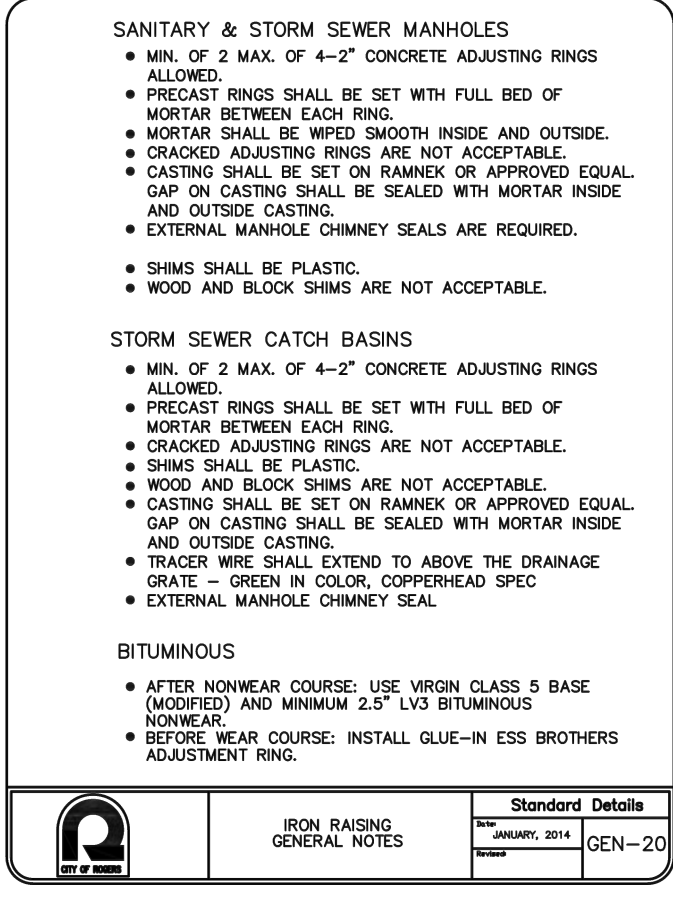
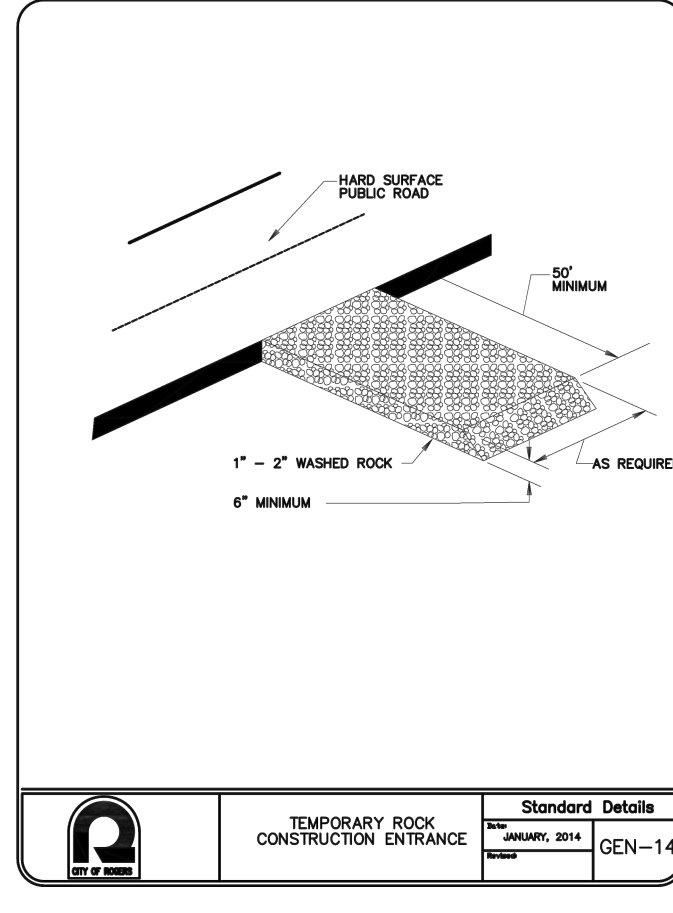
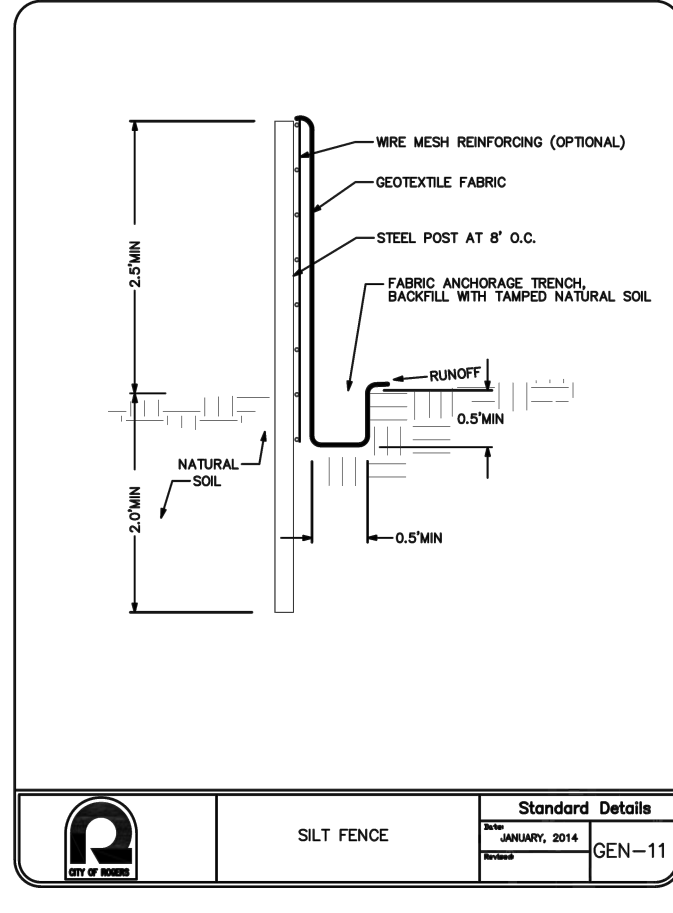
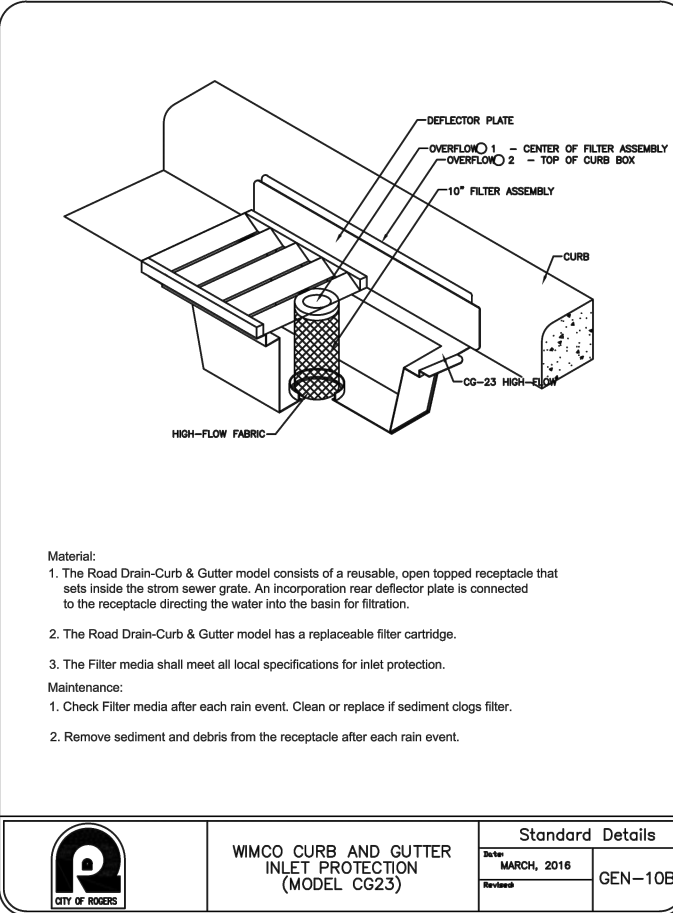
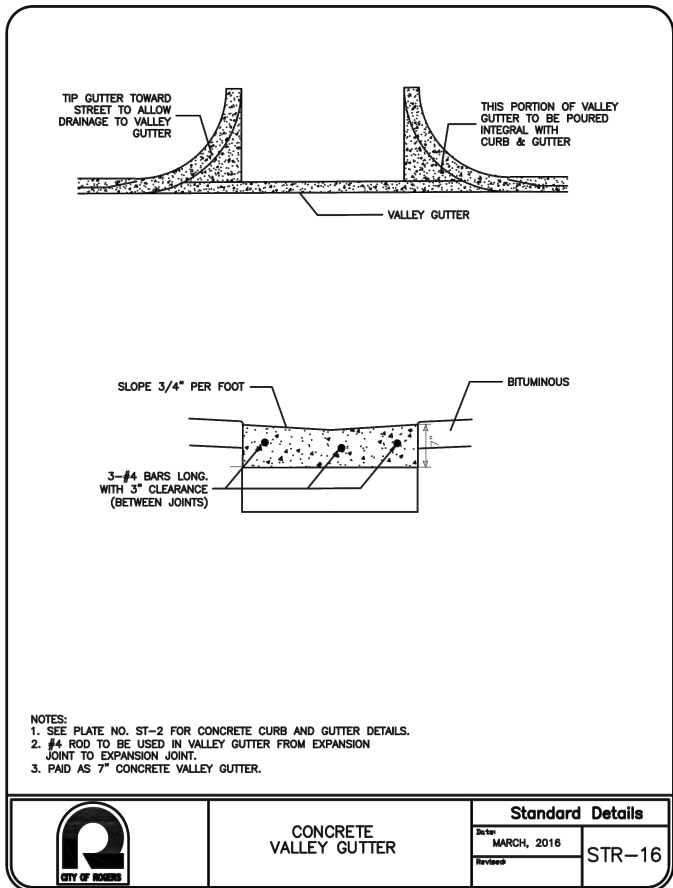
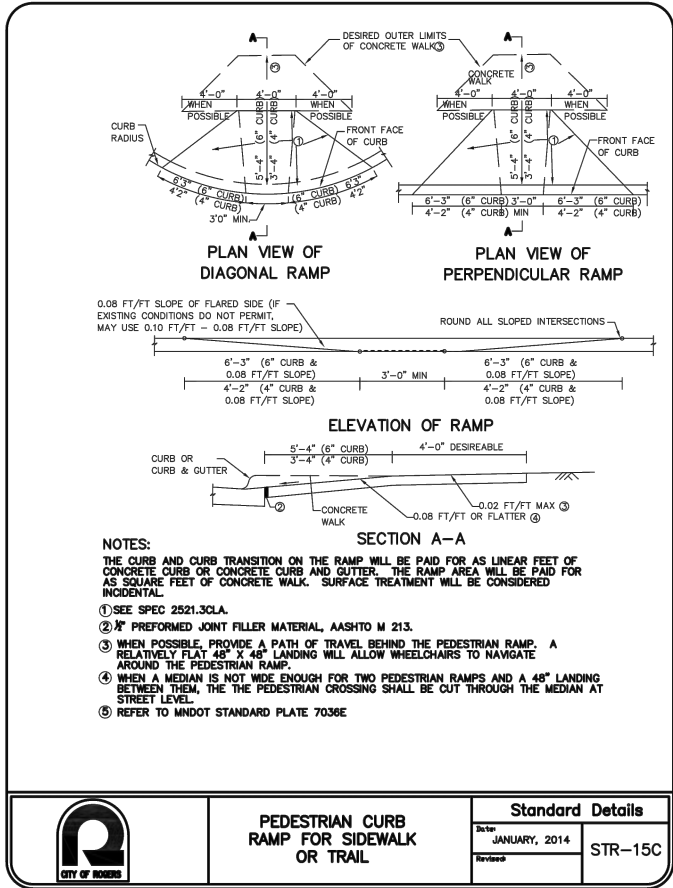
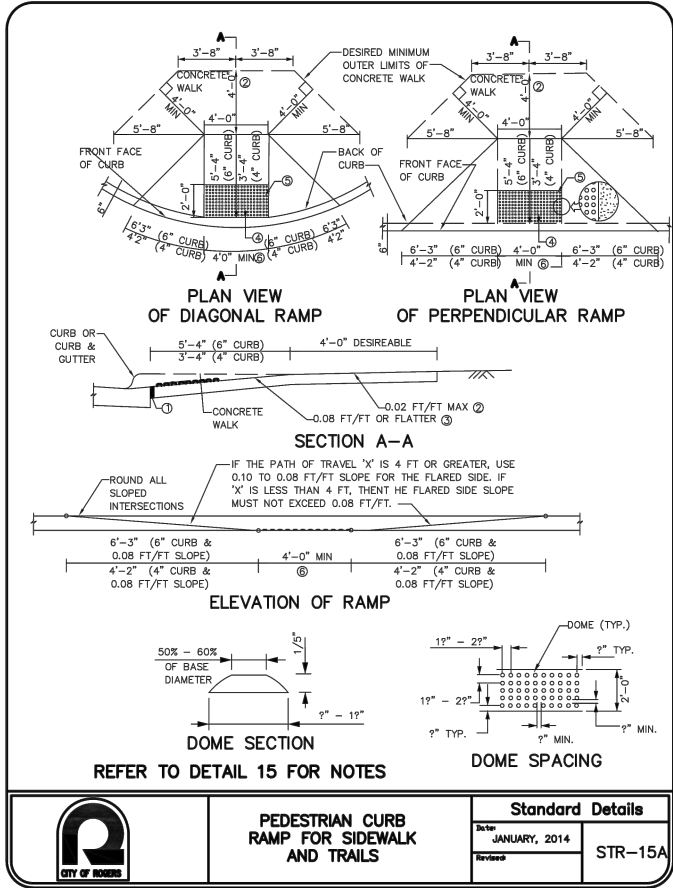
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BRIAN J. BOURASSA
DATE: 04/03/2019 LIC. NO.: 21816

2019 TRIANGLE PARK
IMPROVEMENT PROJECT
CITY OF ROGERS, MN

CONSTRUCTION
DETAILS

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2019 TRIANGLE PARK
IMPROVEMENT PROJECT
CITY OF ROGERS, MN

CONSTRUCTION
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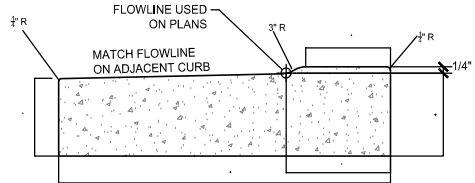
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FOR TRANSITIONS TO RIBBON CURB, REFER TO GRADING PLAN TO CONFIRM WHETHER TOP OF CURB OR GUTTERLINE REMAINS CONSTANT.

MATCH CURB TO BE TRANSITIONED TO.

NOTE:
SEE 2/CS501 FOR DETAIL OF AGGREGATE BASE AND SUBGRADE

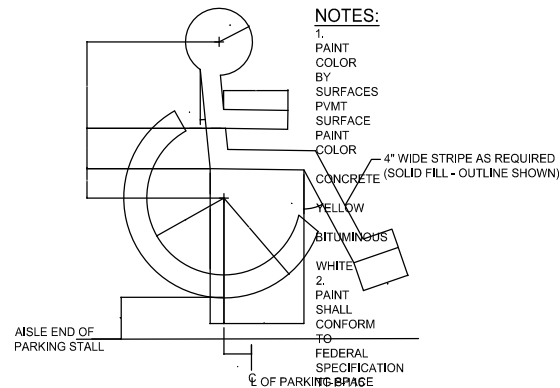
CURB TRANSITION



RIBBON CURB

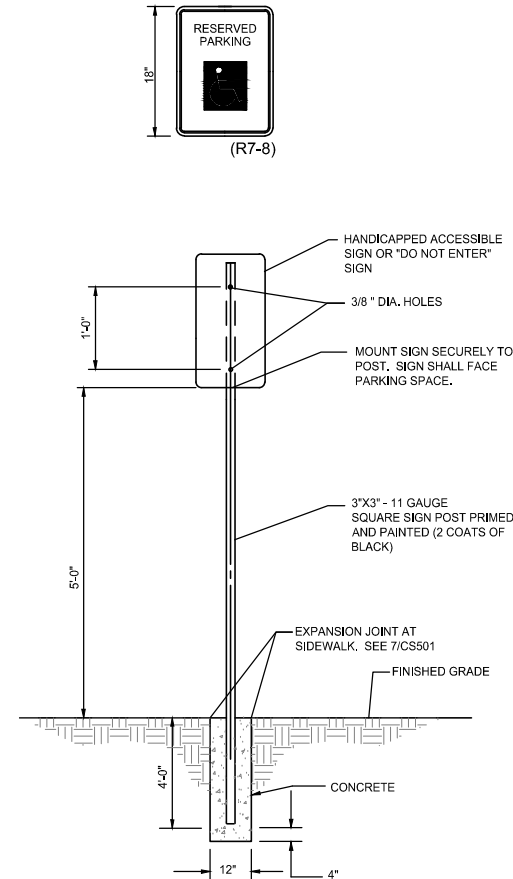
1 SPECIALTY CURB

CS502 SCALE: NO SCALE



2 ACCESSIBLE STALL PAVEMENT SYMBOL

CS502 SCALE: NO SCALE

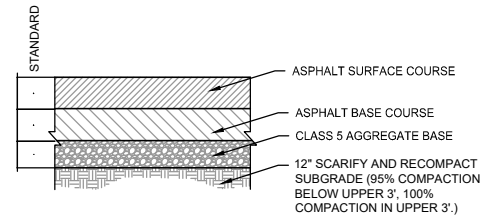


NOTES:

1. ACCESSIBLE SIGN TO FOLLOW AMC EXTERIOR SIGN STANDARDS FOR COLOR AND DISPLAY REQUIREMENTS.

4 ACCESSIBLE SIGNAGE

CS502 SCALE: NO SCALE

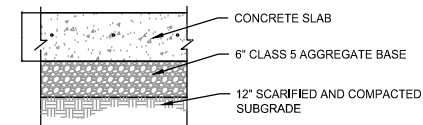


NOTES:

1. REFER TO CITY OF ROGERS \"PUBLIC WORKS STANDARD SPECIFICATIONS\", LATEST EDITION SECTION 32 11 23 FOR AGGREGATE BASE AND SECTION 32 12 01 FOR ASPHALT SURFACE AND BASE COURSES.
2. TEST ROLL FAILURE SHALL CONSTITUTE AN ADDITIONAL MINIMAL SUBCUT OF 24\"/>
3. IF ORGANIC, SILT, OR CLAYEY SOILS ARE PRESENT, EXCAVATE A MINIMUM OF 3 FEET BELOW PROPOSED PAVEMENT ELEVATIONS AND REPLACE WITH SAND WITH LESS THAN 12% PASSING A NO. 200 SIEVE COMPACTED TO 100% STANDARD PROCTOR.

1 ASPHALT PAVEMENT SECTION

CS501 SCALE: NO SCALE

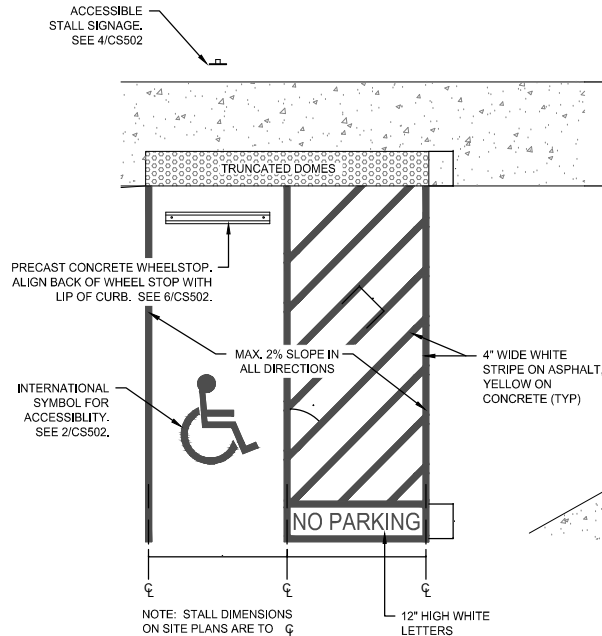


NOTES:

1. REFER TO CITY OF ROGERS \"PUBLIC WORK STANDARD SPECIFICATIONS\", LATEST EDITION SECTION 32 11 23 FOR AGGREGATE BASE.
2. TEST ROLL FAILURE SHALL CONSTITUTE AN ADDITIONAL MINIMAL SUBCUT OF 24\"/>
3. IF ORGANIC, SILT, OR CLAYEY SOILS ARE PRESENT, EXCAVATE A MINIMUM OF 3 FEET BELOW PROPOSED PAVEMENT ELEVATIONS AND REPLACE WITH SAND WITH LESS THAN 12% PASSING A NO. 200 SIEVE COMPACTED TO 100% STANDARD PROCTOR.
4. SEE DETAIL 7/CS501 FOR CONCRETE JOINTS

2 CONCRETE PAVEMENT SECTION

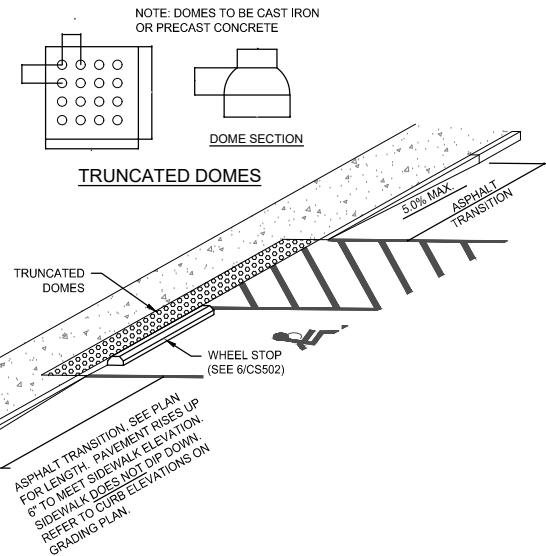
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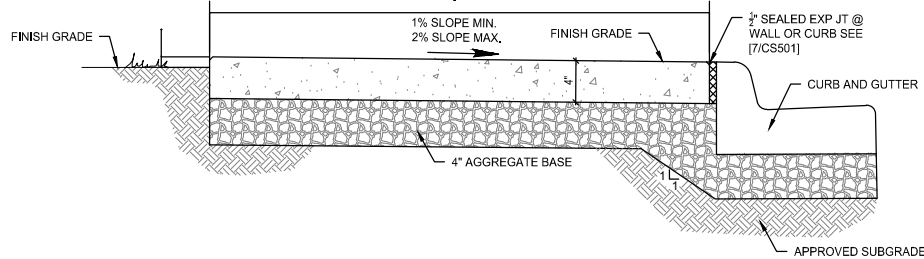
PLAN

3 ACCESSIBLE STALL LAYOUT

CS502 SCALE: NO SCALE

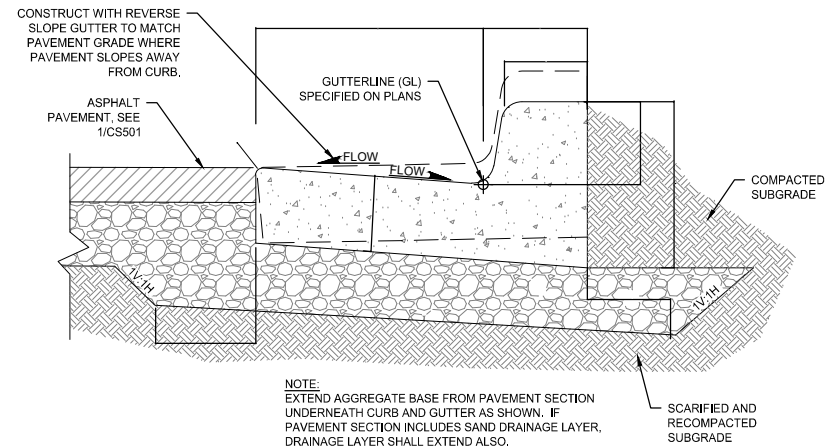


PERSPECTIVE



6 CONCRETE SIDEWALK

CS501 SCALE: NO SCALE



5 CONCRETE CURB AND GUTTER

CS501 SCALE: NO SCALE

REVISIONS

| NO. | DATE | DESCRIPTION |
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| | | |

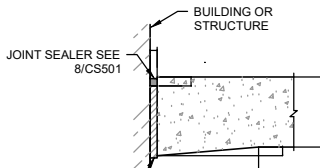
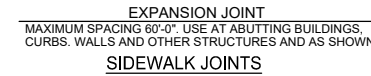
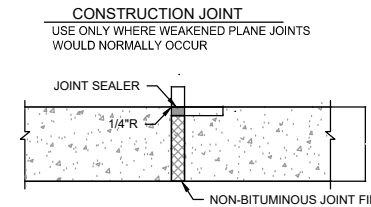
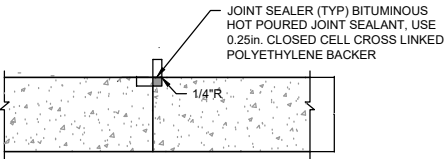
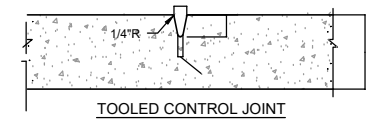
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

BRIAN J. BOURASSA
DATE: 04/03/2019 LIC. NO.: 21816

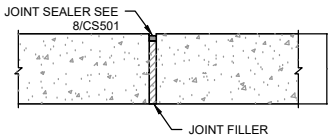
K:\013674-000\Cad\Plan\013674-000-C-DTL.dwg 3/29/2019 10:40:02 AM

| WALK WIDTH | CONTRACTION JOINT SPACING | |
|------------|---------------------------|--------------|
| | TRANSVERSE | LONGITUDINAL |
| 4' | 4' | NOT REQUIRED |
| 5' | 5' | NOT REQUIRED |
| 6' | 6' | NOT REQUIRED |
| 8' | 4' | 4' |
| 10' | 5' | 5' |
| 12' | 6' | 6' |

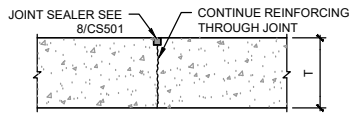
| TABLE 2. JOINT SPACING FOR PAVEMENT | |
|-------------------------------------|-----------------------|
| CONCRETE PAVEMENT THICKNESS | MAXIMUM JOINT SPACING |
| 6" OR LESS | 12' |
| 8" | 16' |
| 10" OR GREATER | 20' |



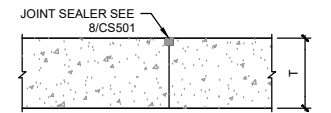
EXPANSION JOINT AT STRUCTURES
USE AGAINST BUILDINGS OR OTHER STRUCTURES



EXPANSION JOINT



CONTRACTION JOINT
MAX. CONTRACTION JOINT SPACING:
SEE TABLE 2

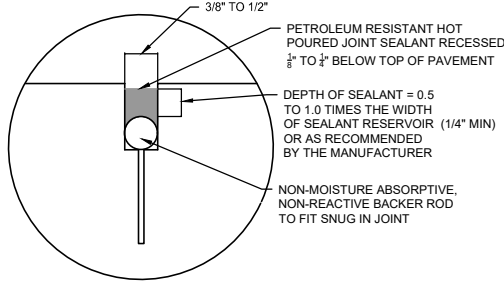
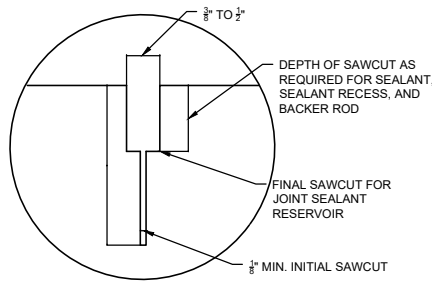


CONSTRUCTION JOINT
USE WHERE CONCRETE PLACEMENT OPERATIONS
STOP FOR MORE THAN 30 MINUTES, END FOR
THE DAY, OR WHERE CAST AGAINST PREVIOUSLY
PLACED OR EXISTING CONCRETE.

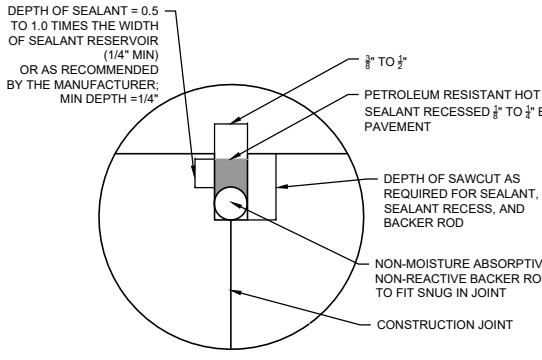
PAVEMENT JOINTS

7 CONCRETE JOINTS

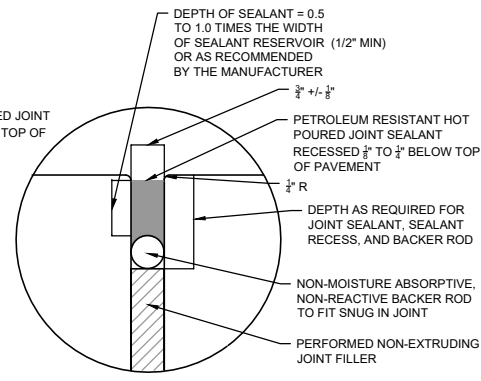
CS501 SCALE: NO SCALE



CONTRACTION JOINT



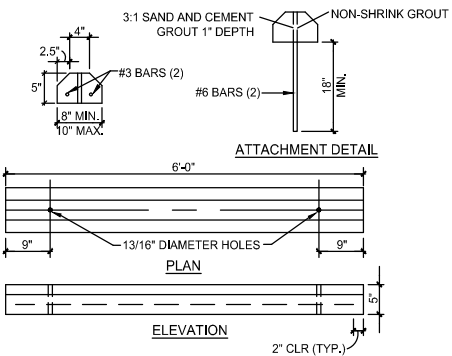
COMPLETED CONSTRUCTION JOINT SEALANT DETAIL



COMPLETED EXPANSION JOINT SEALANT DETAIL

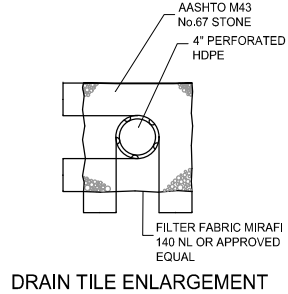
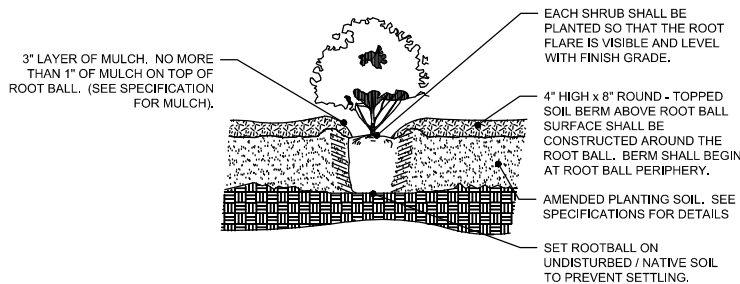
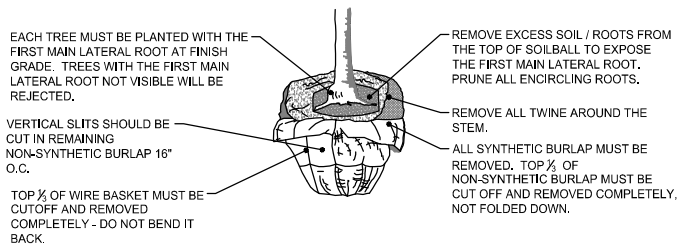
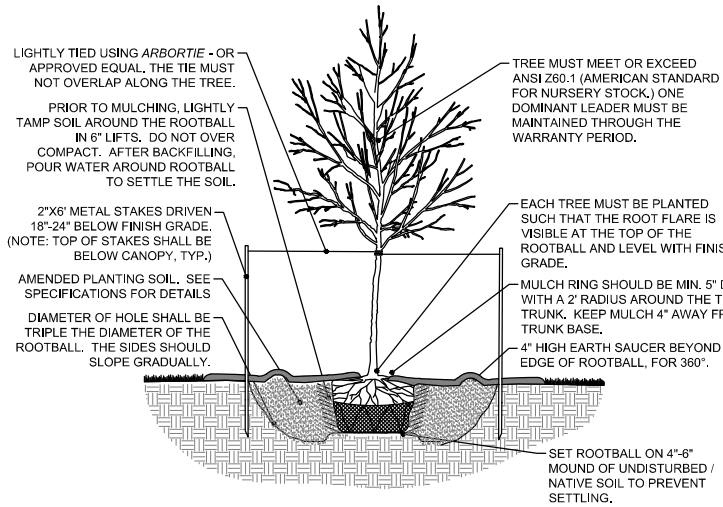
8 JOINT SEALANTS

CS501 SCALE: NO SCALE

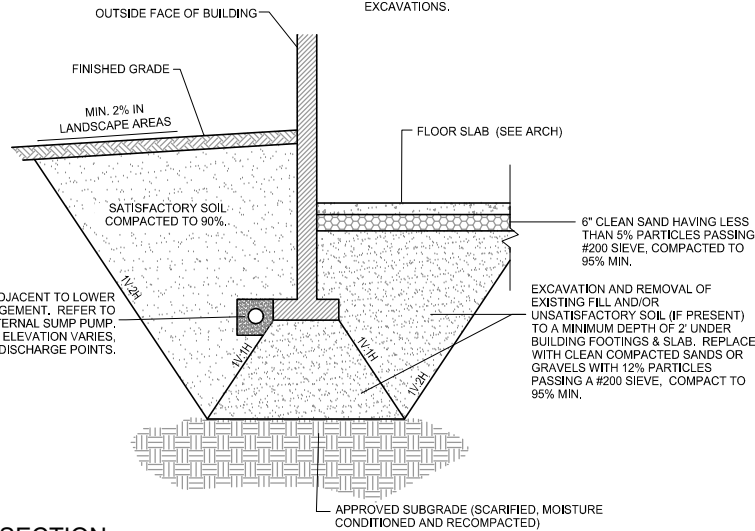


6 PRECAST CONCRETE WHEEL STOP

CS502 SCALE: NO SCALE



DRAIN TILE ENLARGEMENT



5 EXCAVATION SECTION

CS503 SCALE: NO SCALE

REVISIONS

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION,
OR REPORT WAS PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM A DULY
LICENSED PROFESSIONAL ENGINEER UNDER THE
LAWS OF THE STATE OF MINNESOTA.

BRIAN J. BOURASSA

DATE: 04/03/2019 LIC. NO: 21816

2019 TRIANGLE PARK IMPROVEMENT PROJECT CITY OF ROGERS, MN

CONSTRUCTION DETAILS



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: April 23, 2019

Agenda Item: No. 7.4

Subject: Consider Support for MWF Properties for Multi-Family Development on Commerce Boulevard

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

Recommended City Council Action

If request from MWF Properties is supported by City Council: Motion to direct City staff to draft resolution and letter of support, supporting MWF Properties application for funding assistance to Hennepin County / MHFA.

Overview / Background

On March 12, 2019, MWF Properties (Developer) met with the Economic Development Authority (EDA) to discuss their development proposal on Commerce Boulevard. The Developer is proposing to initially acquire one (1) of the two (2) vacant lots on Commerce Boulevard behind the former Best Buy / Gander Mountain store for the purpose of constructing affordable housing (apartments). Phase 1 of the development would feature 63 dwelling units along with underground and surface parking. Phase 2 would occur on the adjacent vacant lot and feature 57 dwelling units; also with underground and surface parking.

The purpose of that March EDA meeting was for the Developer to understand the likely support of financial assistance from the City, in the form of tax increment financing (TIF), necessary to help the project move forward. The Developer intends to also seek tax credits to assist with project financing. EDA members expressed their initial support, subject to a review of the amount of assistance requested from the City. The Developer has since submitted the initial TIF application to the City for review by Ehlers & Associates, the City's financial advisor.

The approach is similar to the request from Sand Companies, approved by the City Council on June 12, 2018. Sand Companies ultimately was not successful in securing the level of financial assistance from Hennepin County to make the project work financially. Like Sand Companies, the Developer is seeking support from the City up to a certain level – if supported by TIF and/or other means – in order to make application to Hennepin County and other entities to secure other funding, such as tax credits.

Primary Issues to Consider

1. Land Use & Zoning
2. Financial Request
3. Rogers Housing Goals

Analysis of Primary Issues

1. Land Use and Zoning

The proposed site is comprised of two (2) properties on Commerce Boulevard behind the former Best Buy / Gander Mountain store. Property 1 – the site for Phase 1 – is 3.47 acres; Property 2 (Phase 2) is 3.53 acres. The two (2) properties today are currently guided **Industrial** and zoned **Limited Industrial (L-I)**. However, the 2040 Comprehensive Plan proposes greater use flexibility for both properties – re-guiding them as **Mixed Use-Regional**, which will allow for high-density residential development. The corresponding zoning will also match the land use designation – **Mixed Use-Regional**. The Developer is banking on the ultimate approval of these two (2) properties being guided and zoned as proposed.

2. Financial Request

As referenced above, the Developer is seeking to construct a 63-unit tax credit apartment for Phase 1, consisting of 1, 2 and 3-bedroom units, with an estimated start of construction for Spring 2020. The estimated construction value is shown at \$16,344,804.

The Developer is seeking City support in the form of TIF, up to \$600,000, and intends to request \$400,000 from Hennepin County. In comparison to the 2018 Sand Companies request, which received City Council support, the Developer is asking for the same amount of TIF but for more units (63). Sand Companies had proposed only 48 units on a smaller site – 1.88 acres.

From a financial perspective, supporting the request, enabling the Developer to make application for funding requests to other agencies to support this project does not commit the City to providing local assistance (i.e. TIF, fee waivers, etc.) toward the project.

Ehlers has provided a financial analysis.

3. Rogers Housing Goals

The 2040 Comprehensive Plan establishes a goal to diversify the City's housing supply by expanding and increasing housing options of different types and at different price points. Specifically, the 2040 Plan states:

Single-family housing will remain in high demand as the City grows. However, the cost burden resulting from rising home values and sales prices and flattening incomes, plus changing community demographics and the existing wage base is driving the need for a greater housing variety. Housing needs to include both owner-occupied and rental units at varying price points and amenities necessary to satisfy the needs of all persons in different stages of life and earning potential. The City is able to provide those options through new construction and preservation of older, existing homes and neighborhoods. Generally, Rogers envisions a true supply of lifecycle housing that enables people to stay or move here in their early wage-earning years, keep them here as they raise families, and remain here after they retire from the labor force. That housing supply should include the following elements:

- *Attainable workforce housing*
- *Mixed-use arrangements (live/work options)*
- *Affordable and amenity-based apartments*
- *Home prices for first-time home buyers*
- *High-end single-family homes*
- *A variety of senior living communities*

To the question of providing affordable housing, the Metropolitan Council has allocated a portion of the affordable housing needs for the Twin Cities metropolitan area, requiring each community to provide its share of the affordable housing units. For Rogers, this calculates to 630 total units. This project would support both the City's housing goals and affordable housing goals.

Staff Recommendation

Included with the information is a copy of the resolution and letter of support the City provided to Sand Companies. If directed by the City Council, City staff shall draft similar items for concurrence with the Developer.

ATTACHMENTS:

Description

Ehlers Analysis Memo_04-17-2019

TIF Run_MWF Properties_04-16-2019

Example_Sand Companies Resolution & Letter

Concept Site Plan & Elevations_MWF Multi-Family_03-04-2019

Memo

To: Jason Ziemer, City Planner / Community Development Coordinator

From: Jason Aarsvold and Keith Dahl, Ehlers

Date: April 17, 2019

Subject: MWF Properties Housing Project – Analysis of TIF Request

In March 2018, the City of Rogers (the “City”) received an application for business assistance from MWF Properties, LLC (the “Developer”) requesting Tax Increment Financing (TIF) in the amount of \$600,000. The Developers’ application detailed a proposal for the construction of a 63-unit tax credit apartment consisting of 1, 2, and 3-bedroom units (the “Project”) located on the parcel identified as PID # 23-120-23-11-0016. The commencement of the Project is proposed to begin in the spring of 2020 with an anticipated project cost of \$16,344,804.

This memo has been prepared by Ehlers, at the request of the City, to conduct a thorough review of the Project, specifically the Developer’s budget and pro forma based on industry standards for construction, land acquisition, and project costs; as well as to ensure that all development costs, revenues, and expenditures have been appropriately accounted for and considered.

For starters, Ehlers prepared an initial TIF estimate to determine the potential amount of increment that could be generated from the Project. Based upon a 26-year housing TIF district, the Project would generate a total present value of \$824,845. Please note that this figure was derived based on the developer’s anticipated financing rate of 5.625%.

The tables below provide a synopsis of the sources and uses associated with the Project.

| SOURCES | | | |
|---|-------------------|-------------|----------------|
| | Amount | Pct. | Per Unit |
| First Mortgage | 4,096,000 | 25% | 65,016 |
| TIF Mortgage | 600,000 | 4% | 9,524 |
| Equity | 1,104 | 0% | 18 |
| Tax Credits | 11,038,896 | 68% | 175,221 |
| Deferred Developer Fee (26% of Total Fee) | 208,804 | 1% | 3,314 |
| Other Public Sources | 400,000 | 2% | 6,349 |
| TOTAL SOURCES | 16,344,804 | 100% | 259,441 |

| USES | | | |
|--------------------------------|-------------------|-------------|----------------|
| | Amount | Pct. | Per Unit |
| Acquisition Costs | 630,000 | 4% | 10,000 |
| Construction Costs | 13,247,300 | 81% | 210,275 |
| Professional Services | 476,500 | 3% | 7,563 |
| Financing Costs | 1,019,490 | 6% | 16,182 |
| Developer Fee | 800,000 | 5% | 12,698 |
| Cash Accounts/Escrows/Reserves | 171,514 | 1% | 2,722 |
| TOTAL USES | 16,344,804 | 100% | 259,441 |

Pro Forma Analysis

Overall, the information contained in the development pro forma generally meets the expectations of a rental housing project utilizing 9% low-income housing tax credits (LIHTC) and other sources of public financial assistance.

1. Acquisition Costs – The proposed land acquisition cost of the Project is \$10,000 per unit. This is within the market range of \$5,000 to \$15,000 per unit but compared to similar LIHTC development projects of its type, this land acquisition cost is pushing the upper limits of the spectrum.
2. Total Development Costs (the “TDC”) – The TDC is approximately \$16.35 million or \$259,500 per unit. Multi-family projects in this market generally range between \$225,000 and \$275,000 per unit so this Project is within the market range.
3. Developer Fee – The proposed developer fee is approximately 4.9% of the TDC, which is well below the typical industry range of 8-10% for LIHTC projects. Essentially, the Developer is limiting its fee and deferring approximately 25% of it over 6 years to increase the likelihood of this Project receiving a competitive allocation of tax credits from Minnesota housing.
4. Rents – The proposed rents range from \$25 - \$150 below the regulatory maximums allowed under the LIHTC program. The rent and income limits are derived by the United States Department of Housing and Urban Development (HUD) on an annual basis. The rents noted in the table below are the 2018 rent limits since the 2019 limits haven’t been released yet. However, in order to receive the LIHTCs the Developer is required to be in compliance with the 2019 rent limits once released.

| Bedroom Size | Maximum Gross Monthly Rent | |
|---------------|----------------------------|----------|
| | 50% AMI | 60% AMI |
| One Bedroom | \$ 885 | \$ 1,062 |
| Two Bedroom | \$ 1,061 | \$ 1,273 |
| Three Bedroom | \$ 1,226 | \$ 1,471 |

5. Operating Expenses – The operating expenses on a per unit basis for the Project are \$4,373, which is within the typical market range of \$3,500 to \$4,500 per unit per year. Please note that this per unit expense is before management fees, property taxes, and replacement reserves.
6. Management Fee – The proposed management fee is 6% of the effective gross income of the Project. This is higher than the typical 3% to 5% but because the scale of the project is relatively small in comparison to other developments, this is an acceptable percentage.
7. Reserves – The annual deposit to replacement reserves is set at \$450 per unit per year, which is typical for projects that include financing from Minnesota Housing.
8. First Mortgage – The analysis confirms that the Developer has maximized the potential first mortgage. The analysis assumes the developer is required by its lender to use a 2% inflator on revenues and a 3% inflator on expenses. The maximum mortgage is calculated based on the year 15 projected net operating income.

9. Low-income Housing Tax Credits (LIHTC) – The Project anticipates tax credit pricing of \$0.92 for every \$1.00 of available tax credits, which generates approximately \$11 million of proceeds for the Project. Tax credit pricing on many current projects is between \$0.85 and \$0.95. Based on current conditions, the assumed tax credit equity is reasonable.
10. TIF Note – The requested \$600,000 of TIF assistance represents approximately 3.7% of the total project cost. Depending on the project type, TIF assistance for LIHTC projects is commonly in the range of 4-10% of the total project cost.

Based on our estimate of available TIF, we project that a \$600,000 TIF note could be repaid within 15 years.

We conclude that TIF assistance in the amount of \$600,000 can be supported for this project. The Developer has maximized the potential private mortgage and low-income housing tax credit proceeds. However, a demonstrated financial gap remains. The proposed development will not reasonably be expected to occur solely through private investment within the reasonably near future. Due to the costs associated with developing the property and constructing housing with affordable rents, this project is feasible only through the requested public assistance.

Should you have any questions, please do not hesitate to contact either of us at 651-697-8512 or 651-697-8595.



MWF Properties Housing Project - No Inflation

City of Rogers, MN

63-Unit Tax Credit Apartment

ASSUMPTIONS AND RATES

| | | |
|---|--------------------|--|
| DistrictType: | Housing | Tax Rates |
| District Name/Number: | | |
| County District #: | | |
| First Year Construction or Inflation on Value | 2020 | Exempt Class Rate (Exempt) 0.00% |
| Existing District - Specify No. Years Remaining | | Commercial Industrial Preferred Class Rate (C/I Pref.) |
| Inflation Rate - Every Year: | 0.00% | First \$150,000 1.50% |
| Interest Rate: | 5.625% | Over \$150,000 2.00% |
| Present Value Date: | 1-Aug-21 | Commercial Industrial Class Rate (C/I) 2.00% |
| First Period Ending | 1-Feb-22 | Rental Housing Class Rate (Rental) 1.25% |
| Tax Year District was Certified: | Pay 2020 | Affordable Rental Housing Class Rate (Aff. Rental) |
| Cashflow Assumes First Tax Increment For Development: | 2022 | First \$150,000 0.75% |
| Years of Tax Increment | 26 | Over \$150,000 0.25% |
| Assumes Last Year of Tax Increment | 2047 | Non-Homestead Residential (Non-H Res. 1 Unit) |
| Fiscal Disparities Election [Outside (A), Inside (B), or NA] | Inside(B) | First \$500,000 1.00% |
| Incremental or Total Fiscal Disparities | Incremental | Over \$500,000 1.25% |
| Fiscal Disparities Contribution Ratio | 38.7883% Pay 2019 | Homestead Residential Class Rate (Hmstd. Res.) |
| Fiscal Disparities Metro-Wide Tax Rate | 143.9920% Pay 2019 | First \$500,000 1.00% |
| Maximum/Frozen Local Tax Rate: | 118.052% Pay 2019 | Over \$500,000 1.25% |
| Current Local Tax Rate: (Use lesser of Current or Max.) | 118.052% Pay 2019 | Agricultural Non-Homestead 1.00% |
| State-wide Tax Rate (Comm./Ind. only used for total taxes) | 42.4160% Pay 2019 | |
| Market Value Tax Rate (Used for total taxes) | 0.19430% Pay 2019 | |

| BASE VALUE INFORMATION (Original Tax Capacity) | | | | | | | | | | | | | | |
|--|-------------------|----------------------------|--------------|-------------------|-----------------------|--------------------|---------------------------------------|-----------------------|--------------------------------|--------------------|-------------------------------|------------------------|---------------------------------|------------|
| Map ID | PID | Owner | Address | Land Market Value | Building Market Value | Total Market Value | Percentage Of Value Used for District | Original Market Value | Tax Year Original Market Value | Property Tax Class | Current Original Tax Capacity | Class After Conversion | After Conversion Orig. Tax Cap. | Area/Phase |
| 1 | 23-120-23-11-0016 | Plaisted Property Mngt LLC | Not Assigned | 517,000 | 0 | 517,000 | 100% | 517,000 | Pay 2020 | C/I Pref. | 9,590 | Aff. Rental | 3,878 | 1 |
| | | | | 517,000 | 0 | 517,000 | | 517,000 | | | 9,590 | | 3,878 | |

Note:

1. Base values are for pay 2020 based upon review of County website on 4-10-19.
2. Located in SD # 728 and WS #2



MWF Properties Housing Project - No Inflation

City of Rogers, MN
63-Unit Tax Credit Apartment

| PROJECT INFORMATION (Project Tax Capacity) | | | | | | | | | | | | | | |
|--|------------|---|---------------------------------------|---------------------|----------------------------|--------------------|----------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|-------------------------------|--|
| Area/Phase | New Use | Estimated Market Value Per Sq. Ft./Unit | Taxable Market Value Per Sq. Ft./Unit | Total Sq. Ft./Units | Total Taxable Market Value | Property Tax Class | Project Tax Capacity | Project Tax Capacity/Unit | Percentage Completed 2020 | Percentage Completed 2021 | Percentage Completed 2022 | Percentage Completed 2023 | First Year Full Taxes Payable | |
| 1 | Apartments | 135,000 | 135,000 | 63 | 8,505,000 | Aff. Rental | 63,788 | 1,013 | 80% | 100% | 100% | 100% | 2023 | |
| TOTAL | | | | | 8,505,000 | | 63,788 | | | | | | | |
| Subtotal Residential | | | | 63 | 8,505,000 | | 63,788 | | | | | | | |
| Subtotal Commercial/Ind. | | | | 0 | 0 | | 0 | | | | | | | |

Note:

- Market values are based upon estimates received from the County Assessor on 4-16-19.

| TAX CALCULATIONS | | | | | | | | | |
|------------------|--------------------|---------------------------------|--------------------|----------------------|--------------------------|---------------------------|--------------------|---------------|------------------------|
| New Use | Total Tax Capacity | Fiscal Disparities Tax Capacity | Local Tax Capacity | Local Property Taxes | Fiscal Disparities Taxes | State-wide Property Taxes | Market Value Taxes | Total Taxes | Taxes Per Sq. Ft./Unit |
| Apartments | 63,788 | 0 | 63,788 | 75,302 | 0 | 0 | 16,525 | 91,828 | 1,457.58 |
| TOTAL | 63,788 | 0 | 63,788 | 75,302 | 0 | 0 | 16,525 | 91,828 | |

Note:

- Taxes and tax increment will vary significantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.

| WHAT IS EXCLUDED FROM TIF? | |
|----------------------------|----------|
| Total Property Taxes | 91,828 |
| less State-wide Taxes | 0 |
| less Fiscal Disp. Adj. | 0 |
| less Market Value Taxes | (16,525) |
| less Base Value Taxes | (4,577) |
| Annual Gross TIF | 70,725 |



MWF Properties Housing Project - No Inflation
City of Rogers, MN
63-Unit Tax Credit Apartment

| TAX INCREMENT CASH FLOW | | | | | | | | | | | | | | |
|--------------------------------------|-----------------------------|------------------------------|---------------------------------------|------------------------------|-----------------------|-----------------------------------|--|----------------------------|----------------------|--------------------------------------|----------------------------------|---------------------------|-----------------|---------------------|
| % of OTC | Project Tax Capacity | Original Tax Capacity | Fiscal Disparities Incremental | Captured Tax Capacity | Local Tax Rate | Annual Gross Tax Increment | Semi-Annual Gross Tax Increment | State Auditor 0.36% | Admin. at 10% | Semi-Annual Net Tax Increment | Semi-Annual Present Value | PERIOD ENDING Yrs. | Tax Year | Payment Date |
| 100% | 51,030 | (3,878) | - | 47,153 | 118.052% | 55,664 | 27,832 | (100) | (2,773) | 24,959 | 23,612 | 0.5 | 2022 | 08/01/22 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 27,832 | (100) | (2,773) | 24,959 | 46,578 | 1 | 2022 | 02/01/23 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 74,960 | 1.5 | 2023 | 08/01/23 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 102,565 | 2 | 2023 | 02/01/24 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 129,415 | 2.5 | 2024 | 08/01/24 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 155,530 | 3 | 2024 | 02/01/25 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 180,931 | 3.5 | 2025 | 08/01/25 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 205,637 | 4 | 2025 | 02/01/26 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 229,668 | 4.5 | 2026 | 08/01/26 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 253,041 | 5 | 2026 | 02/01/27 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 275,774 | 5.5 | 2027 | 08/01/27 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 297,886 | 6 | 2027 | 02/01/28 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 319,393 | 6.5 | 2028 | 08/01/28 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 340,311 | 7 | 2028 | 02/01/29 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 360,657 | 7.5 | 2029 | 08/01/29 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 380,447 | 8 | 2029 | 02/01/30 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 399,695 | 8.5 | 2030 | 08/01/30 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 418,417 | 9 | 2030 | 02/01/31 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 436,627 | 9.5 | 2031 | 08/01/31 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 454,338 | 10 | 2031 | 02/01/32 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 471,565 | 10.5 | 2032 | 08/01/32 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 488,321 | 11 | 2032 | 02/01/33 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 504,618 | 11.5 | 2033 | 08/01/33 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 520,470 | 12 | 2033 | 02/01/34 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 535,888 | 12.5 | 2034 | 08/01/34 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 550,884 | 13 | 2034 | 02/01/35 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 565,470 | 13.5 | 2035 | 08/01/35 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 579,656 | 14 | 2035 | 02/01/36 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 593,455 | 14.5 | 2036 | 08/01/36 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 606,877 | 15 | 2036 | 02/01/37 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 619,931 | 15.5 | 2037 | 08/01/37 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 632,628 | 16 | 2037 | 02/01/38 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 644,978 | 16.5 | 2038 | 08/01/38 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 656,989 | 17 | 2038 | 02/01/39 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 668,673 | 17.5 | 2039 | 08/01/39 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 680,036 | 18 | 2039 | 02/01/40 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 691,089 | 18.5 | 2040 | 08/01/40 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 701,840 | 19 | 2040 | 02/01/41 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 712,296 | 19.5 | 2041 | 08/01/41 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 722,467 | 20 | 2041 | 02/01/42 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 732,359 | 20.5 | 2042 | 08/01/42 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 741,980 | 21 | 2042 | 02/01/43 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 751,339 | 21.5 | 2043 | 08/01/43 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 760,441 | 22 | 2043 | 02/01/44 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 769,294 | 22.5 | 2044 | 08/01/44 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 777,905 | 23 | 2044 | 02/01/45 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 786,281 | 23.5 | 2045 | 08/01/45 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 794,427 | 24 | 2045 | 02/01/46 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 802,351 | 24.5 | 2046 | 08/01/46 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 810,058 | 25 | 2046 | 02/01/47 |
| 100% | 63,788 | (3,878) | - | 59,910 | 118.052% | 70,725 | 35,362 | (127) | (3,524) | 31,712 | 817,554 | 25.5 | 2047 | 08/01/47 |
| | | | | | | | 35,362 | (127) | (3,524) | 31,712 | 824,845 | 26 | 2047 | 02/01/48 |
| Total | | | | | | | 1,823,788 | (6,566) | (181,722) | 1,635,500 | | | | |
| Present Value From 08/01/2021 | | | | | | | 919,806 | (3,311) | (91,649) | 824,845 | | | | |

RESOLUTION NO. 2018-51

**A RESOLUTION SUPPORTING THE MINNESOTA HOUSING FINANCE AGENCY
FUNDING APPLICATION BY EDGEWOOD APARTMENTS**

WHEREAS, the City of Rogers has identified a need for multi-family and affordable housing to provide lifecycle housing opportunities and to fill a need related to the local workforce; and

WHEREAS, numerous employers within the City have made it clear that multi-family and affordable housing are vital to their ability to attract and retain workers; and

WHEREAS, the Metropolitan Council 2021-2030 Allocation of Affordable Housing Need lists the City of Rogers' allocation as 630 units of affordable housing needed by 2030; and

WHEREAS, this allocation is considered by the Metropolitan Council to be proportional to a city's overall forecasted growth, its existing affordable housing stock, and the ratio of low-wage jobs to low-wage earning residents ; and

WHEREAS, the City of Rogers desires to see the Edgewater Apartments affordable housing project be constructed as part of the effort to meet those local housing needs; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rogers, that the City does hereby support the application for Minnesota Housing Finance Agency funding for the Edgewood apartments.

BE IT FURTHER RESOLVED that the City of Rogers intends to provide tax increment financing to the development in the amount of \$600,000 due to the projects financial gap.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said resolution:

The following voted against said resolution:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 12th day of June, 2018.

Rick Ihli, Mayor

ATTEST:

Stacy Scharber, City Clerk

DRAFT

_____, 2018

Minnesota Housing Finance Agency
400 Wabasha Street North
St. Paul, Minnesota 55102
Attention: Multifamily Underwriting

**RE: Housing Tax Credit Program
 Edgewood Apartments - Rogers, MN**

Dear Multifamily Development:

Housing is an integral component to our City's landscape. As a developing community, Rogers has great opportunity to provide housing to meet the needs and life-cycle housing choices of all its current and future residents. Lifecycle housing refers to the mix of housing types that meets the housing demands of individuals and families throughout their lives, such as single-family detached homes, townhomes, condominiums, apartments and senior housing.

The cost and also the availability of housing, specifically rental, is an increasing concern throughout the Metropolitan region including here in Rogers. The lack of and the rising costs of housing is negatively impacting our local businesses, both new and existing. Business leaders indicate that affordable housing is a benefit to the City as most workers desire to live in the same community where they work or in a nearby community. With the substantial employment increase Rogers has experienced and will continue to experience, affordable housing for workers is a critical issue we need to address.

The City's Comprehensive Plan sets goals and policies emphasizing expanding the housing stock, providing increasing affordable rental housing opportunities and making it possible for residents to continue living in the community as their lifecycle housing needs change. Developers and the City must be partners to cooperatively develop housing plans to provide workforce housing in Rogers. Currently in Rogers, housing is a significant issue given the increased need for affordable housing and workers and the existing housing is predominately single-family detached houses. With more jobs than working age residents, Rogers maintains a substantial commercial/industrial area and we have heard from many of our largest employers regarding the need for locally available workforce housing. Edgewood Apartments would help Rogers bring additional housing for low and moderate income families within the area.

A tax increment finance (TIF) application was submitted requesting \$600,000 in City financial support for the 48-unit Edgewood Apartment community. On March 27, 2018, the City Council held its initial review and moved to support the use of pay-as-you-go TIF for the project.

With this letter of support and attached resolution, the City is expressing its intent to provide that funding.

The City of Rogers confirms that all infrastructure, including sewer and water, are located near the site which will not require substantial extension of this infrastructure.

Along with its financial endorsement of Edgewood Apartments, the City is supportive of considering flexibility in site development standards and zoning code requirements. The City is also willing to streamline the process so that preliminary and final plans can be approved in one step, instead of two, saving at least 1-2 months of process time.

The proposed 48 unit development is an excellent opportunity for the City of Rogers to meet a large portion of its housing goals and help redevelop its downtown. This endorsement is based upon the findings that the project will meet locally identified housing needs and that the proposed housing is in short supply in the local housing market. This need is evidenced by the gap between the local supply and demand for the proposed type of housing.

The City Council's endorsement is evidenced by this letter of support and by the City Council's approval of resolution number 2018-51, a copy of which is included with this letter, for the proposed development. We respectfully request funding approval for this needed development in the City of Rogers.

Sincerely,

Rick Ihli
Mayor

ROGERS FAMILY HOUSING

ROGERS, MN



| DRAWING INDEX | |
|------------------------------|----------------------------|
| GENERAL BUILDING INFORMATION | |
| A100 | TITLE SHEET, DRAWING INDEX |
| ARCHITECTURAL DRAWINGS | |
| A200 | OVERALL SITE PLAN |
| A201 | PHASE 1 SITE PLAN |
| A310 | FIRST FLOOR PLAN - PHASE 1 |
| A311 | FIRST FLOOR PLAN - PHASE 2 |
| A410 | UNIT PLANS |
| A411 | UNIT PLANS |
| A500 | EXTERIOR ELEVATIONS |
| A501 | EXTERIOR ELEVATIONS |

ISSUE & REVISION

CITY SUBMISSION 3/05/19

COMM #1904

DEVELOPER

MMF Properties
7645 LYNDALE AVE. S.
MINNEAPOLIS, MN 55423

CIVIL ENGINEER

LANDSCAPE ARCHITECT

STRUCTURAL ENGINEER

MFP ENGINEERS

ROGERS FAMILY HOUSING

Commerce Boulevard
Rogers, MN

218 Washington Avenue North
Suite 230
Minneapolis, Minnesota 55401

MILLER HANSON architects

612-332-5420
www.millerhanson.com

THESEY CERTIFY THAT THIS IS AN ORIGINAL REPORT AND THAT THE REPORT WAS PREPARED UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS AND ETHICS OF THE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

NAME: KENT SIMON
DATE: MAR 05, 2019

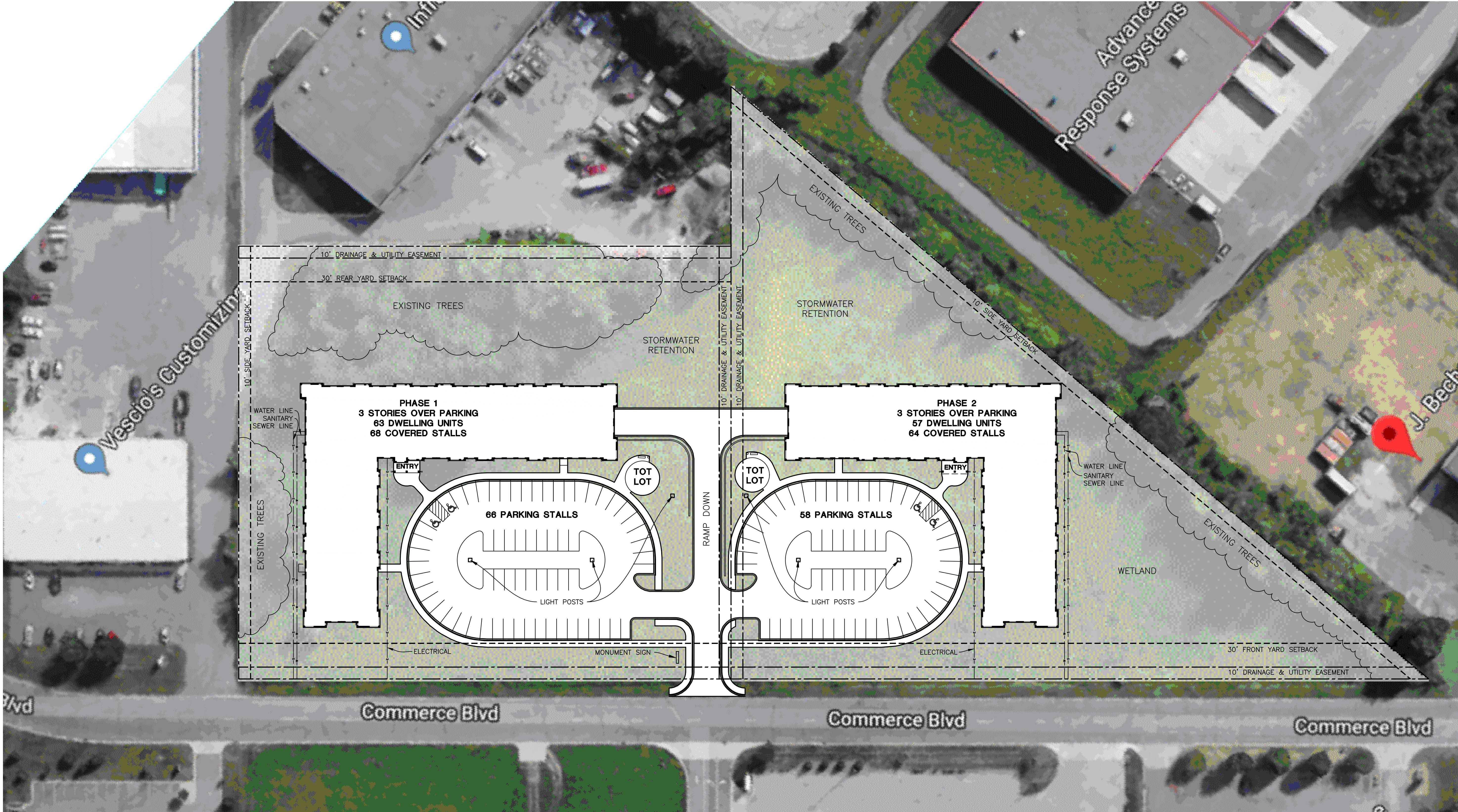
NO. 16390

TITLE SHEET,
DRAWING INDEX

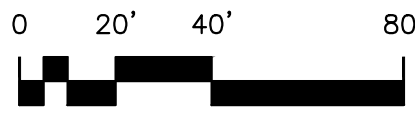
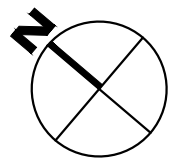
A100

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1 SITE PLAN
1" = 40'-0"



PRELIMINARY - NOT FOR CONSTRUCTION

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COMM #1904

DEVELOPER
MMF Properties
7645 LYNDALE AVE. S.
MINNEAPOLIS, MN 55423

CIVIL ENGINEER
STRUCTURAL ENGINEER
LANDSCAPE ARCHITECT
MEP ENGINEERS

ROGERS FAMILY HOUSING
Commerce Boulevard
Rogers, MN

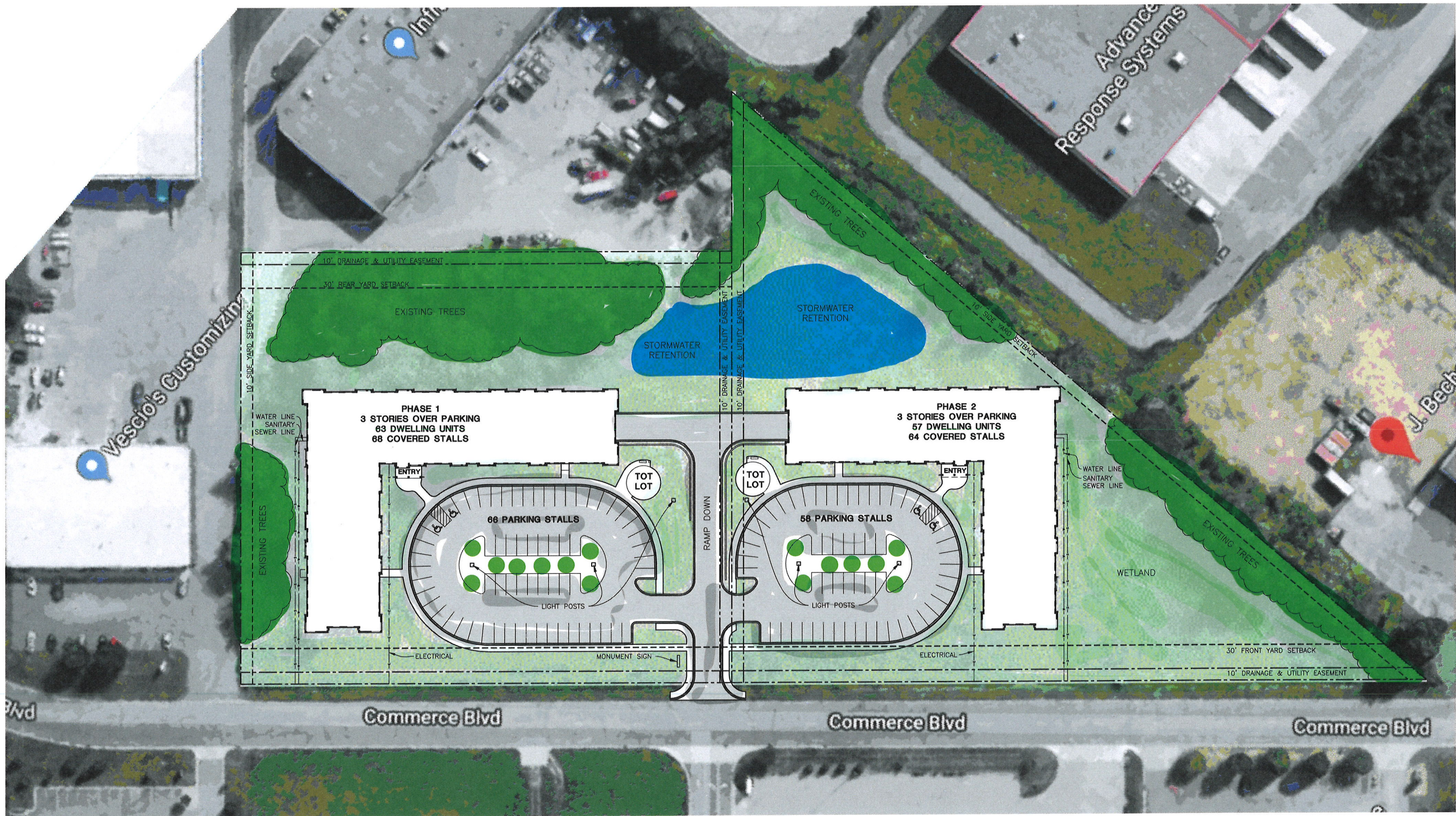
218 Washington Avenue North
Suite 230
Minneapolis, Minnesota 55401
612-392-6420
www.millerhanson.com

MILLER HANSON architects

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NAME: KENT SIMON
DATE: MAR 05, 2019
NO. 16390

OVERALL SITE PLAN

A200
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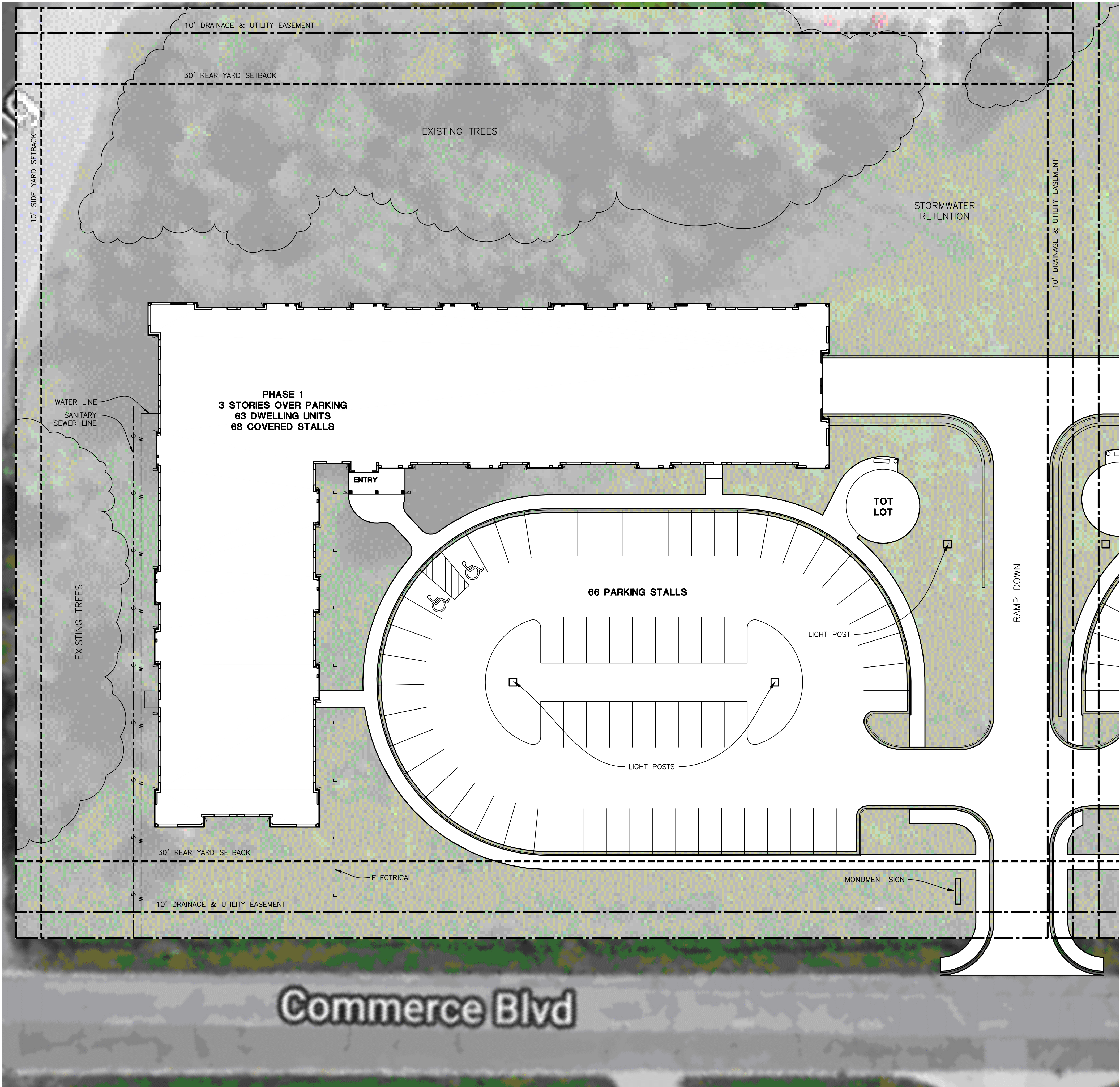


1 SITE PLAN
1" = 40'-0"



PRELIMINARY - NOT FOR CONSTRUCTION

| | |
|--|---|
| ISSUE & REVISION CITY SUBMISSION 3/6/19 | |
| COMM #1904 | |
| DEVELOPER MMF Properties 7645 LYNDALE AVE S. MINNEAPOLIS, MN 55423 | CIVIL ENGINEER STRUCTURAL ENGINEER LANDSCAPE ARCHITECT MEP ENGINEERS |
| ROGERS FAMILY HOUSING Commerce Boulevard Rogers, MN | |
| MILLER HANSON architects 218 Washington Avenue North Suite 230 Minneapolis, Minnesota 55401 612-332-5420 www.millerhanson.com | |
| <small>THESE PLANS AND THE INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF MILLER HANSON ARCHITECTS. NO PART OF THESE PLANS OR INFORMATION SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MILLER HANSON ARCHITECTS.</small> | |
| NAME: KENT SIMON DATE: MAR 05, 2019 NO. 18390 | |
| OVERALL SITE PLAN A200 | |



1 SITE PLAN
1" = 20'-0"

ISSUE & REVISION
CITY SUBMISSION 3/05/19

COMM #1904

DEVELOPER:
MMF Properties
7645 LYNDALE AVE. S.
MINNEAPOLIS, MN 55423

CIVIL ENGINEER:

STRUCTURAL ENGINEER:

LANDSCAPE ARCHITECT:

MEP ENGINEERS:

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Rogers, MN

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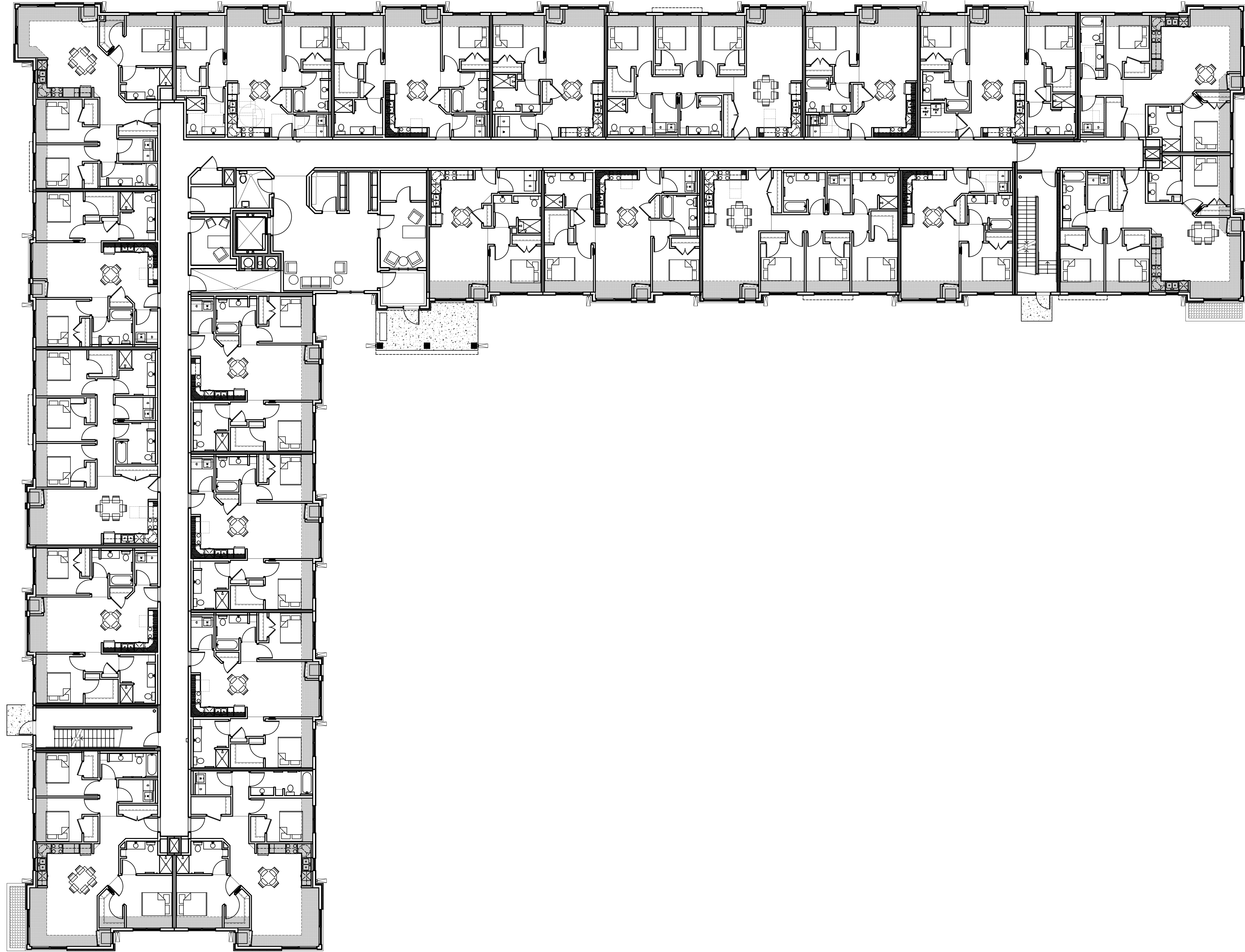
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DATE: MAR 05, 2019

NO. 16390

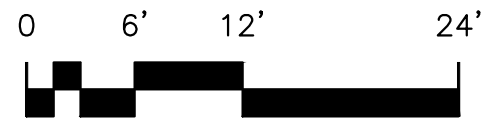
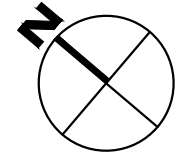
PHASE 1
SITE PLAN
A201

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1 FIRST FLOOR
3/32" = 1'-0"



PRELIMINARY - NOT FOR CONSTRUCTION

FIRST FLOOR
PLAN -
PHASE 1
A310

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NAME: KENT SIMON NO. 16390
DATE: MAR 05, 2019

**MILLER
HANSON**
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**ROGERS FAMILY
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Commerce Boulevard
Rogers, MN

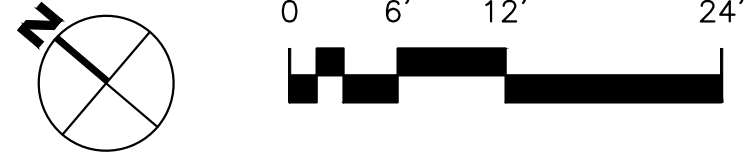
DEVELOPER:
MMF Properties
7645 LYNDALE AVE. S.
MINNEAPOLIS, MN 55423
CIVIL ENGINEER:
STRUCTURAL ENGINEER:
LANDSCAPE ARCHITECT:
MEP ENGINEERS:

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COMM #1904



1 FIRST FLOOR
3/32" = 1'-0"



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FIRST FLOOR
PLAN -
PHASE 2

A311

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NAME: KENT SIMON
DATE: MAR 05, 2019

NO. 16390

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architect s

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Minneapolis, Minnesota 55401
612-392-6420
www.millerhanson.com

ROGERS FAMILY
HOUSING

Commerce Boulevard
Rogers, MN

DEVELOPER:
MMF Properties
7645 LYNDALE AVE. S.
MINNEAPOLIS, MN 55423

CIVIL ENGINEER:

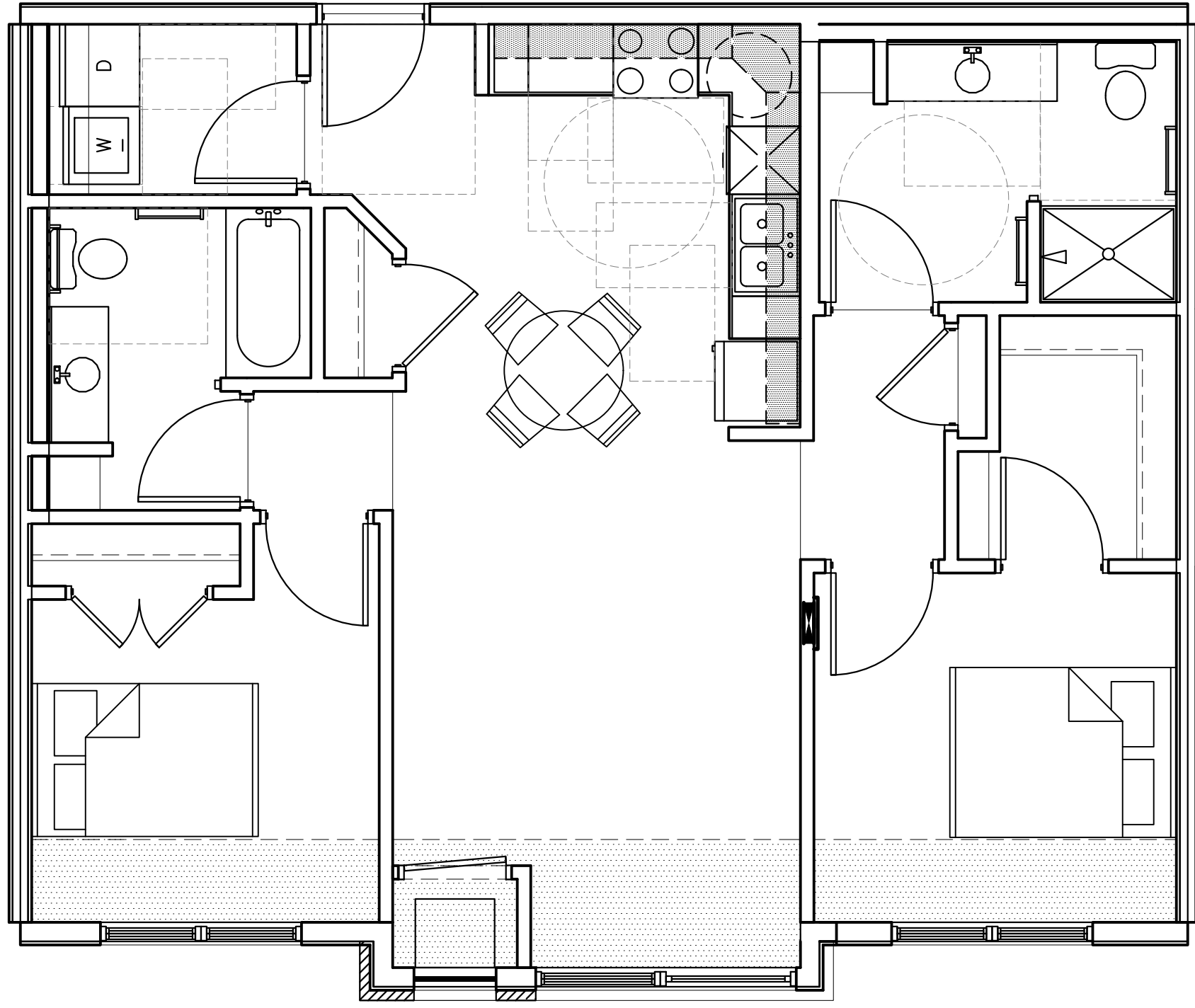
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LANDSCAPE ARCHITECT:

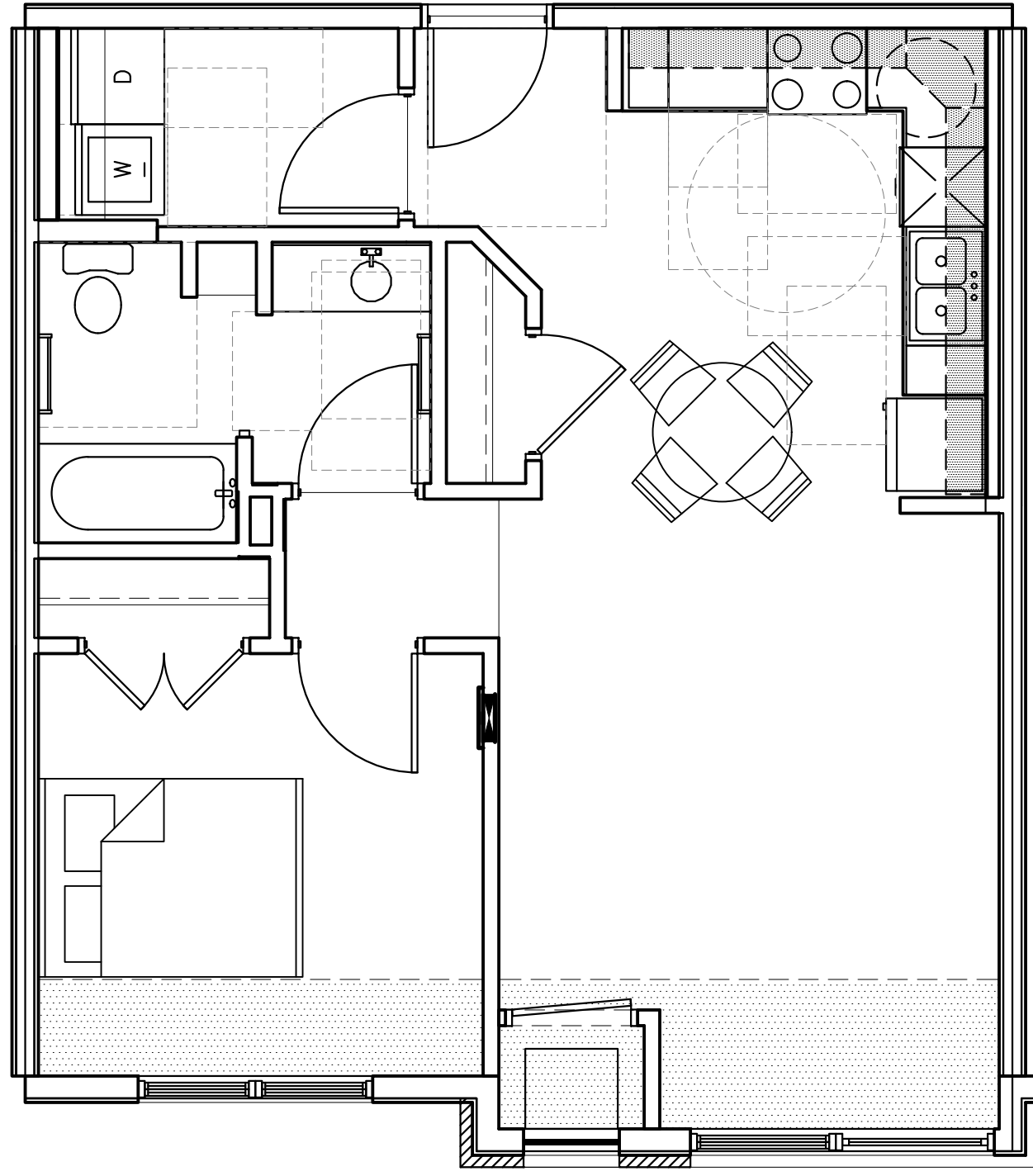
MEP ENGINEERS:

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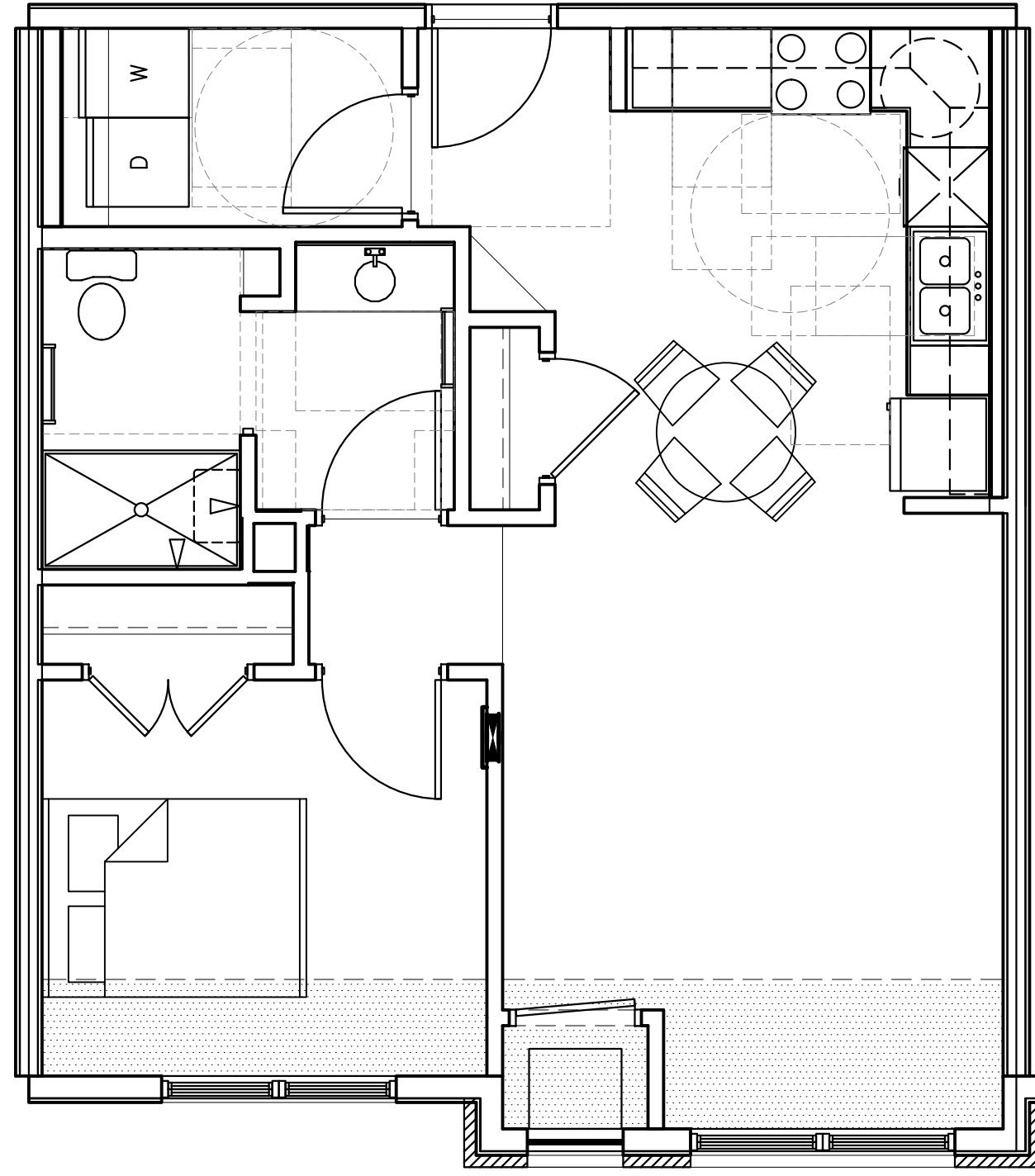
COMM #1904



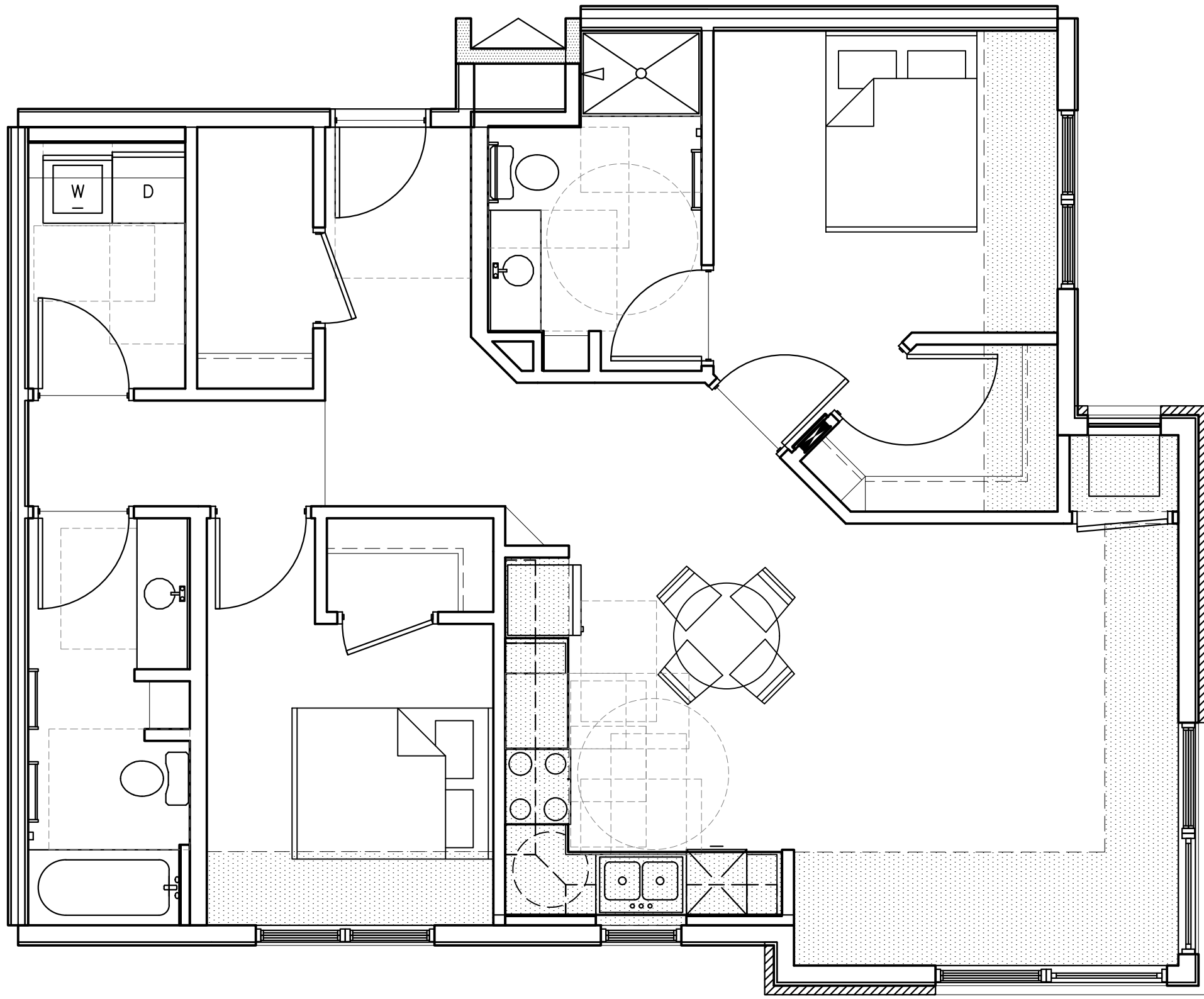
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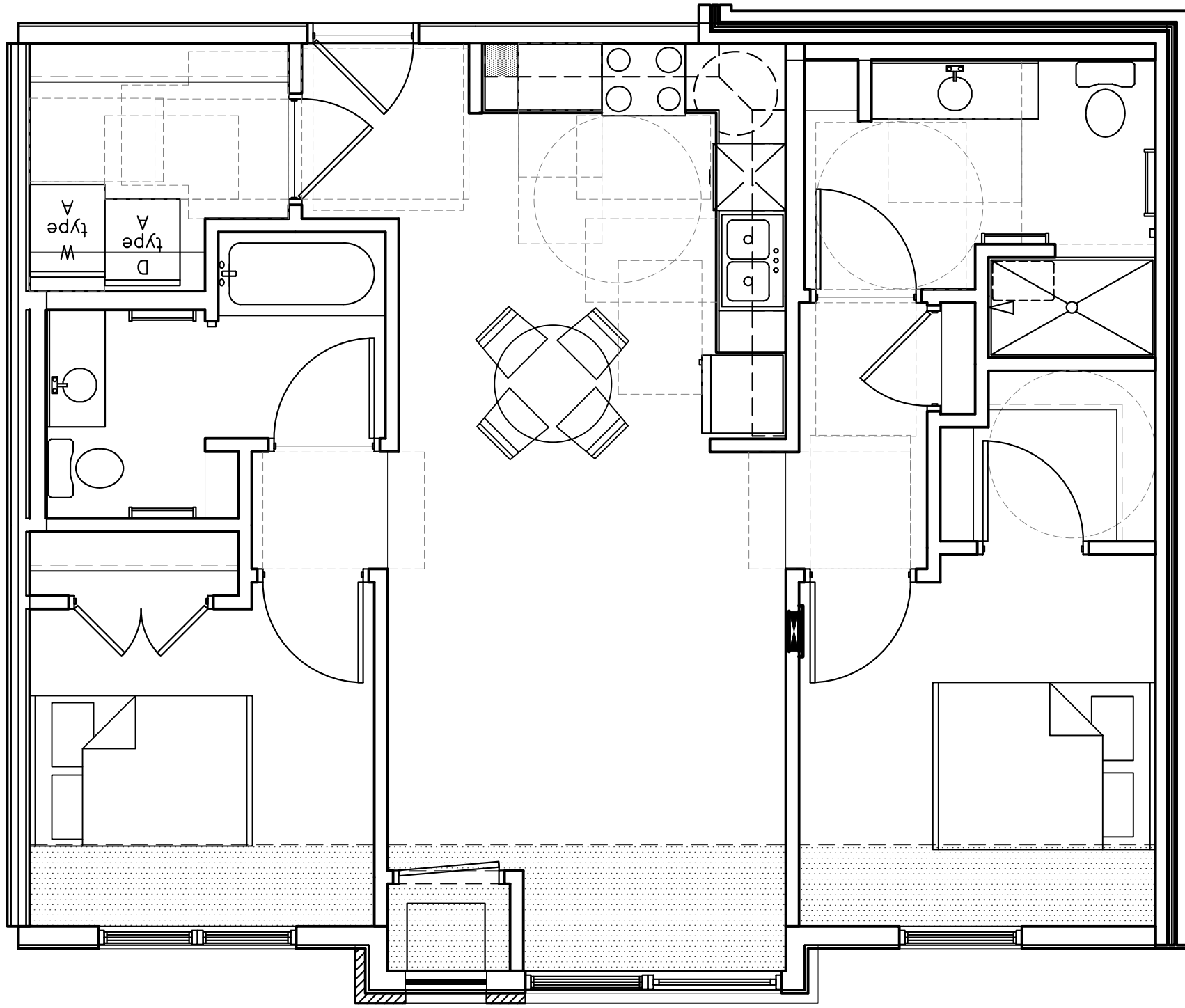
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1/4" = 1'-0"



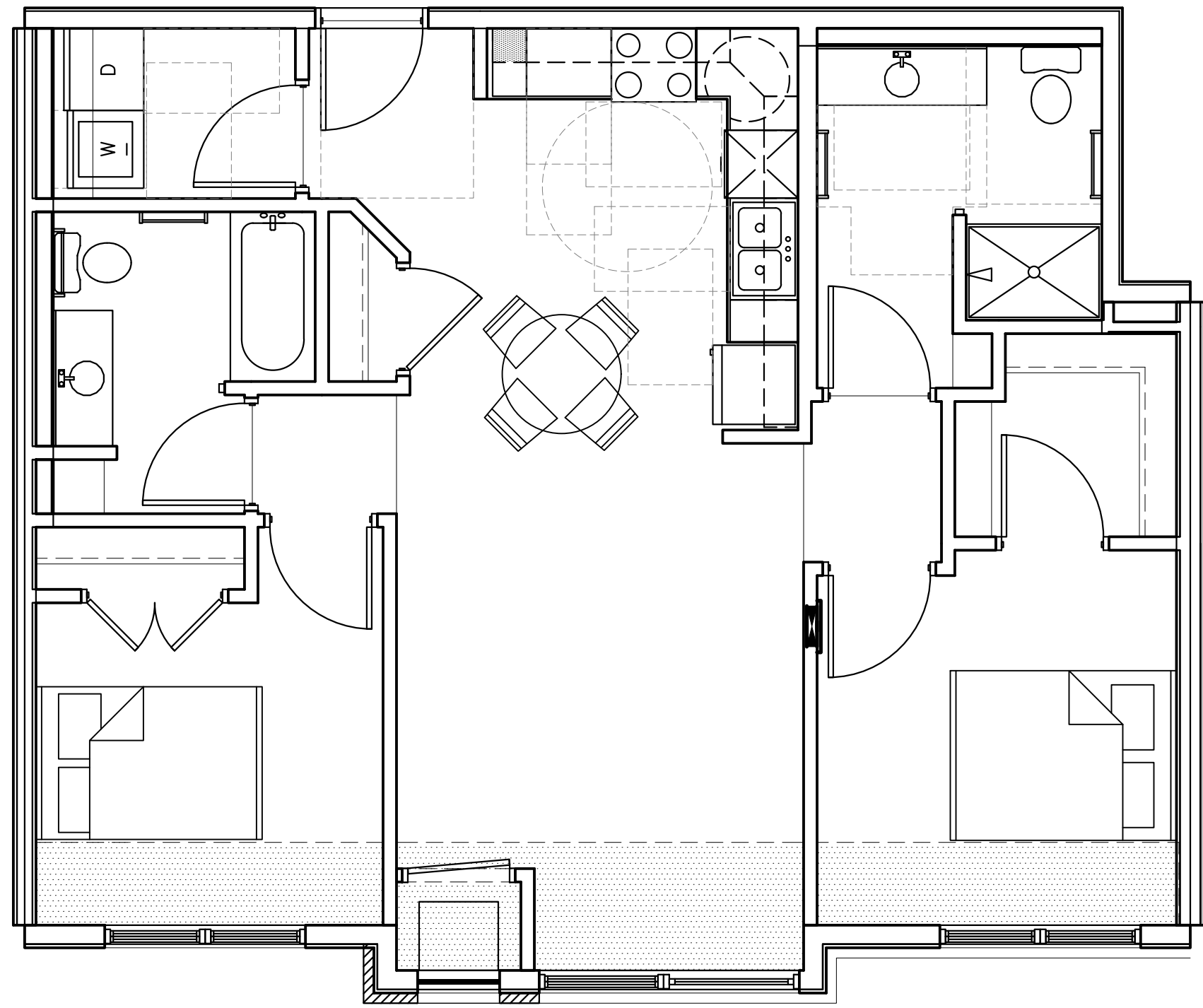
1 UNIT A1
1/4" = 1'-0"



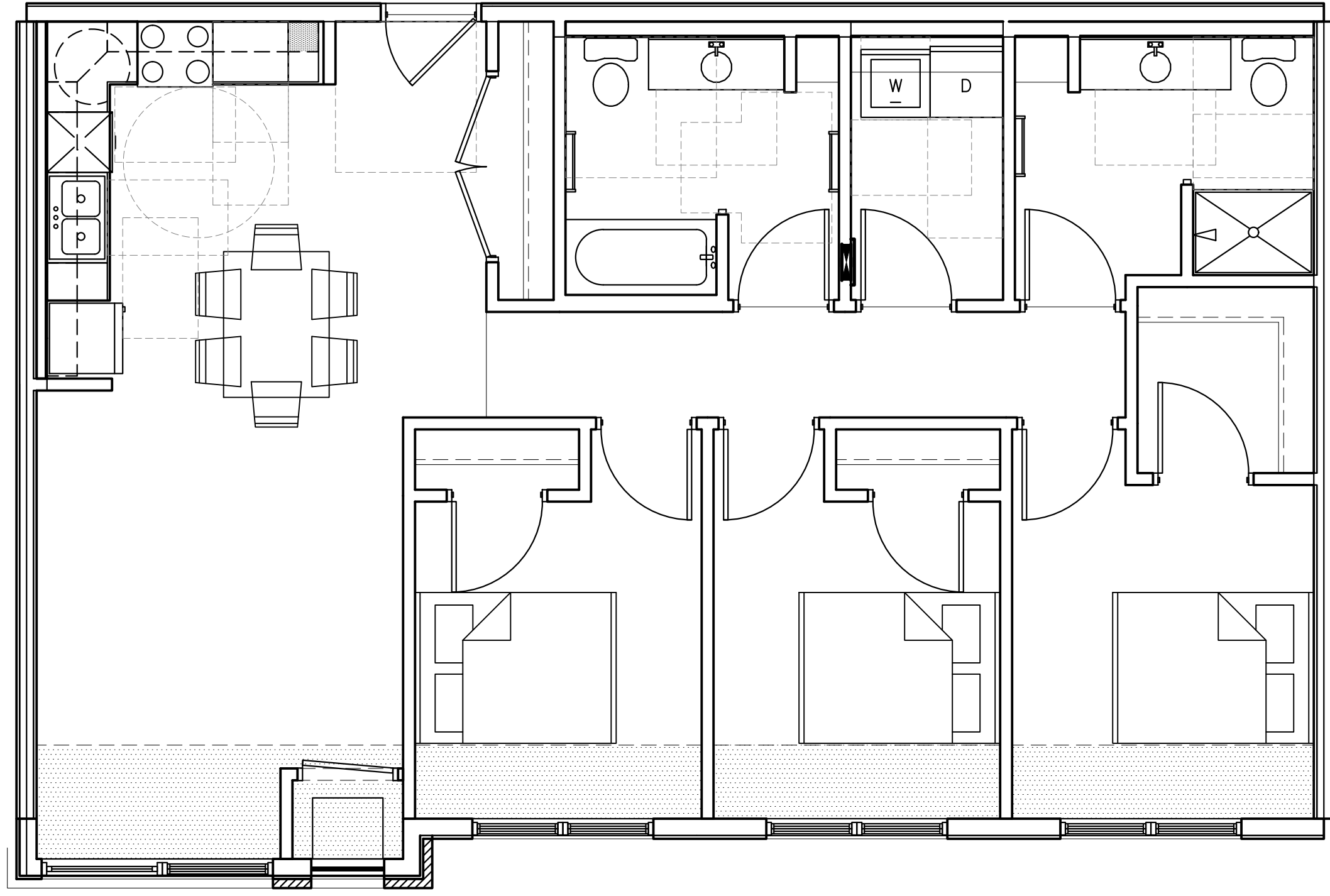
6 UNIT B4
1/4" = 1'-0"



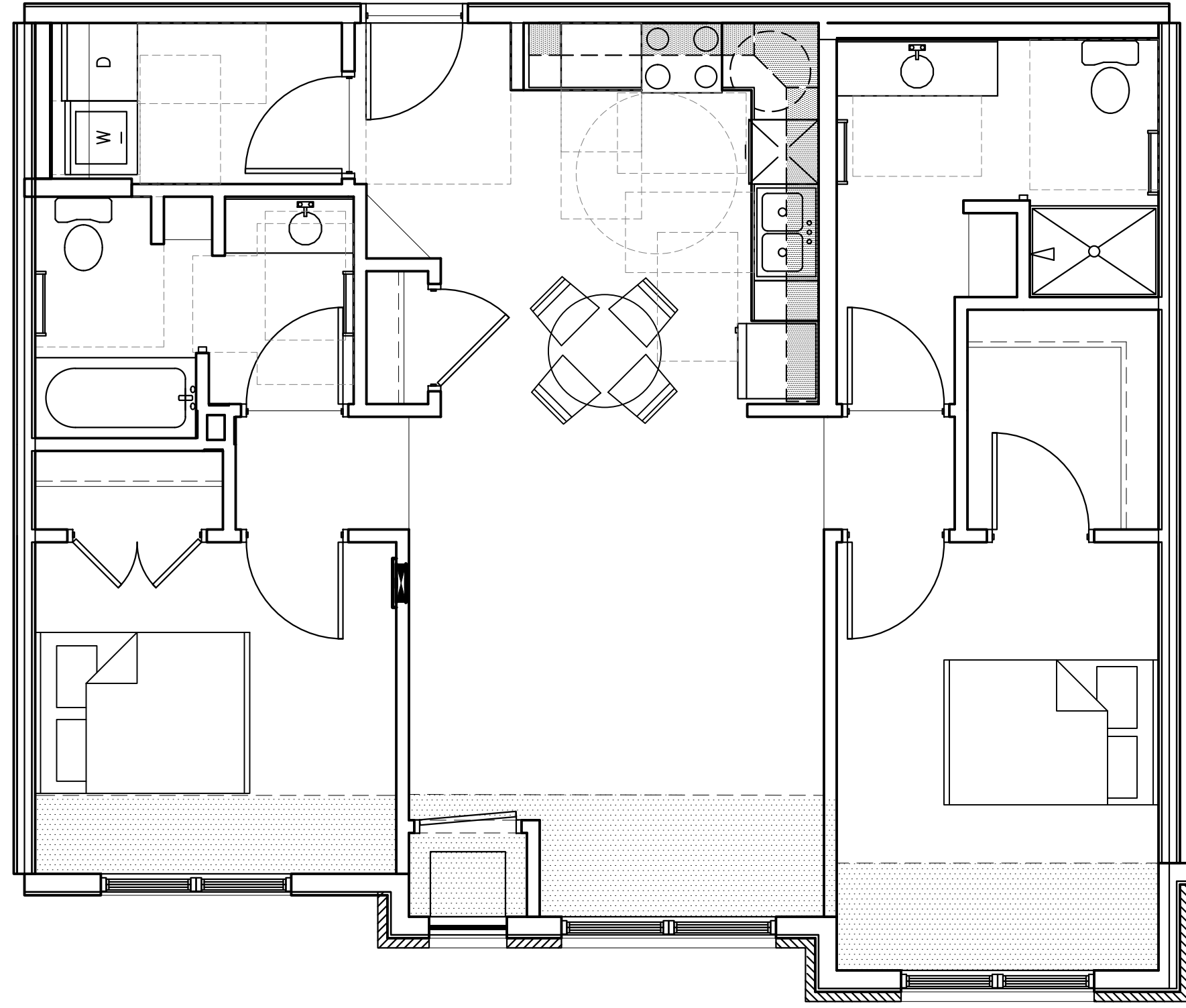
5 UNIT B3
1/4" = 1'-0"



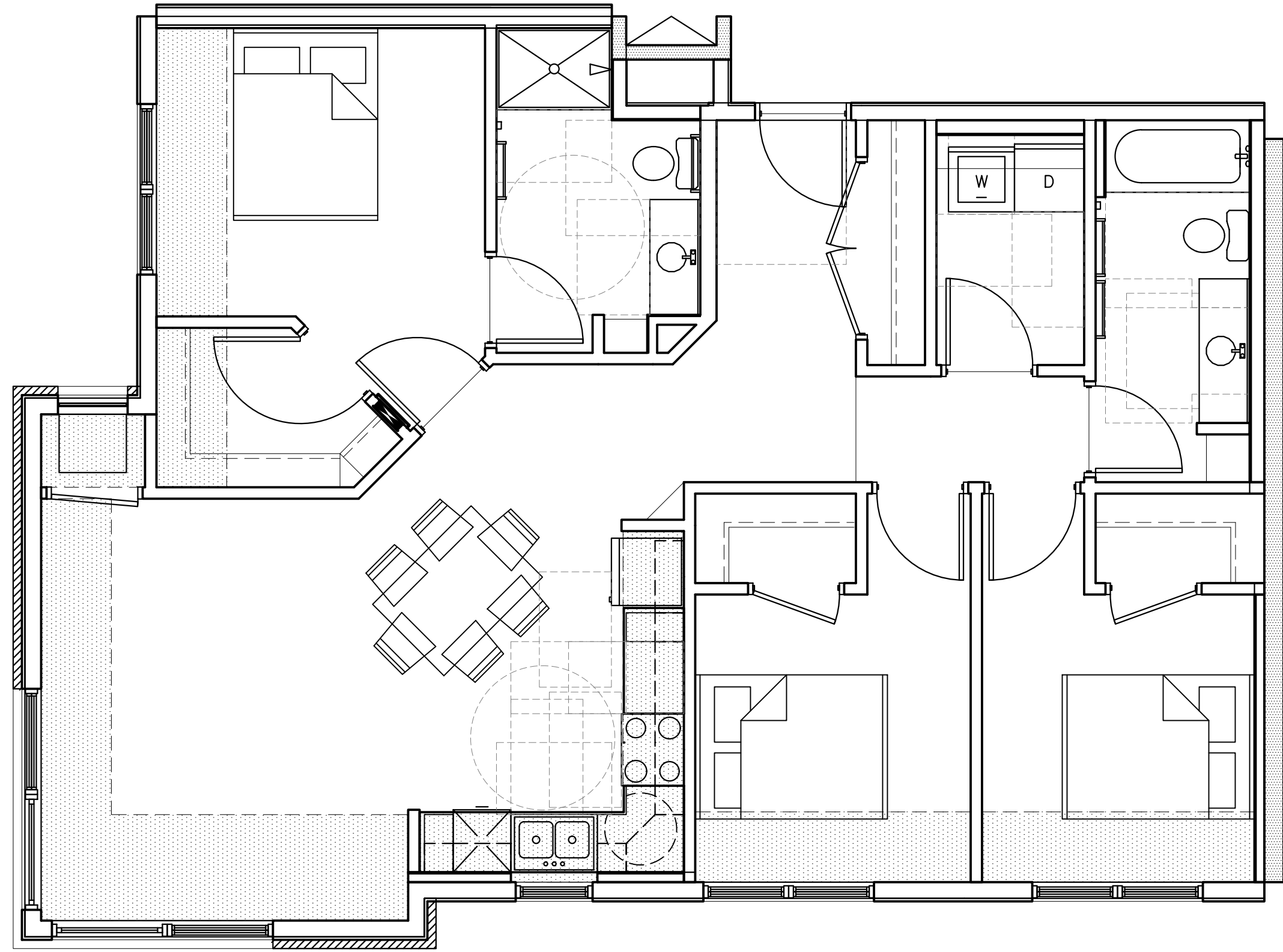
4 UNIT B2
1/4" = 1'-0"



2 UNIT C1
1/4" = 1'-0"



1 UNIT B5
1/4" = 1'-0"



3 UNIT C2
1/4" = 1'-0"



PRELIMINARY - NOT FOR CONSTRUCTION

UNIT PLANS
A411

I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
NAME: KENT SIMON
DATE: MAR 05, 2019
NO. 16390

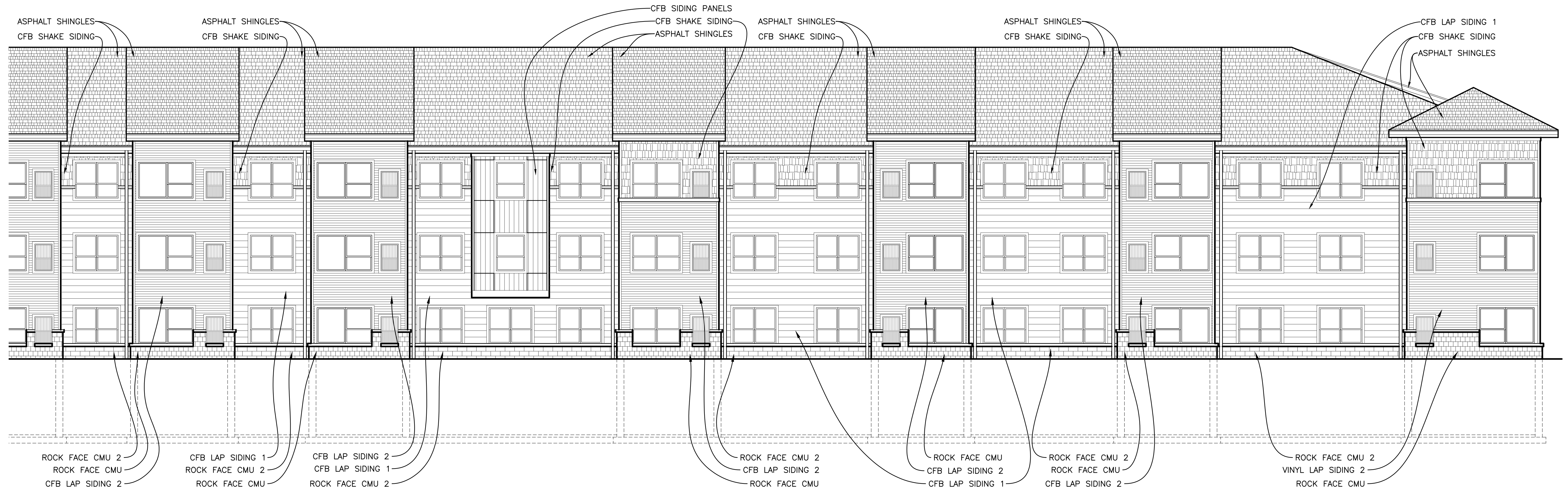
218 Washington Avenue North
Suite 230
Minneapolis, Minnesota 55401
612-392-6420
www.millerhanson.com
MILLER
HANSON
architects

ROGERS FAMILY
HOUSING
Commerce Boulevard
Rogers, MN

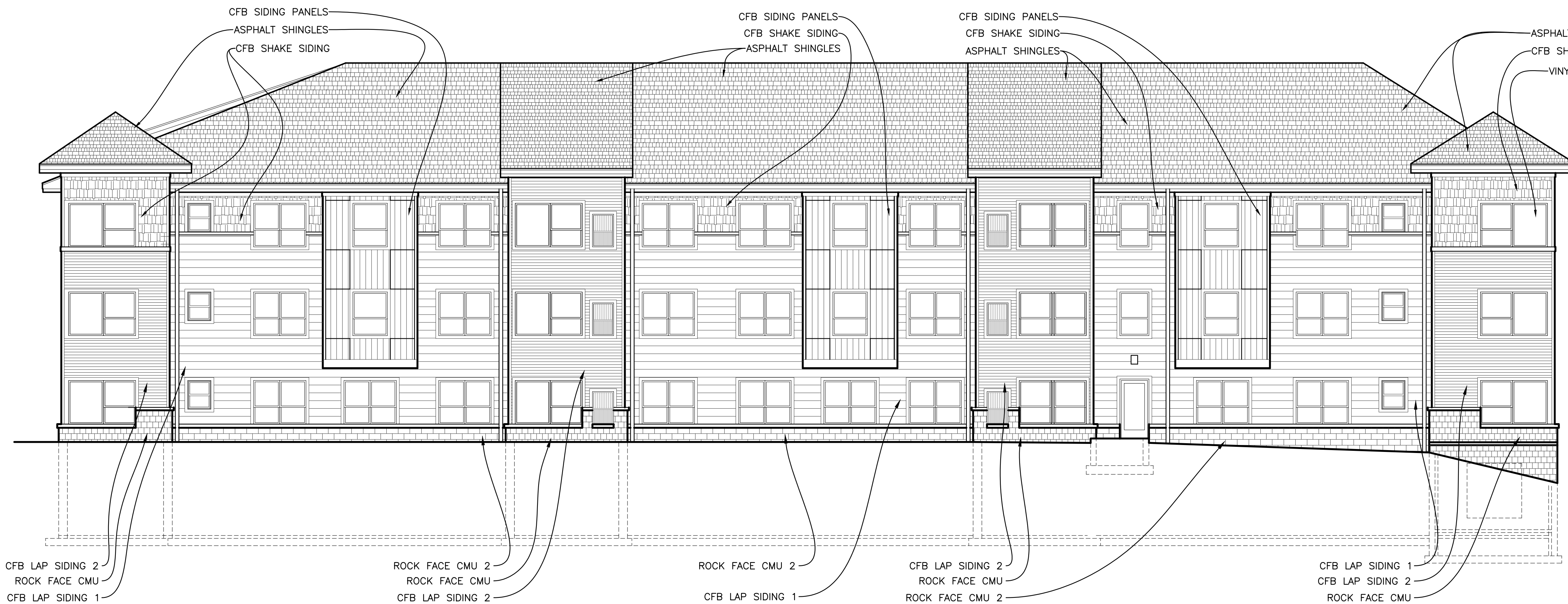
DEVELOPER:
MMF Properties
7645 LYNDALE AVE. S.
MINNEAPOLIS, MN 55423
CIVIL ENGINEER:
STRUCTURAL ENGINEER:
MEP ENGINEERS:
LANDSCAPE ARCHITECT:
ISSUE & REVISION
CITY SUBMISSION: 3/05/19
COMM #1904



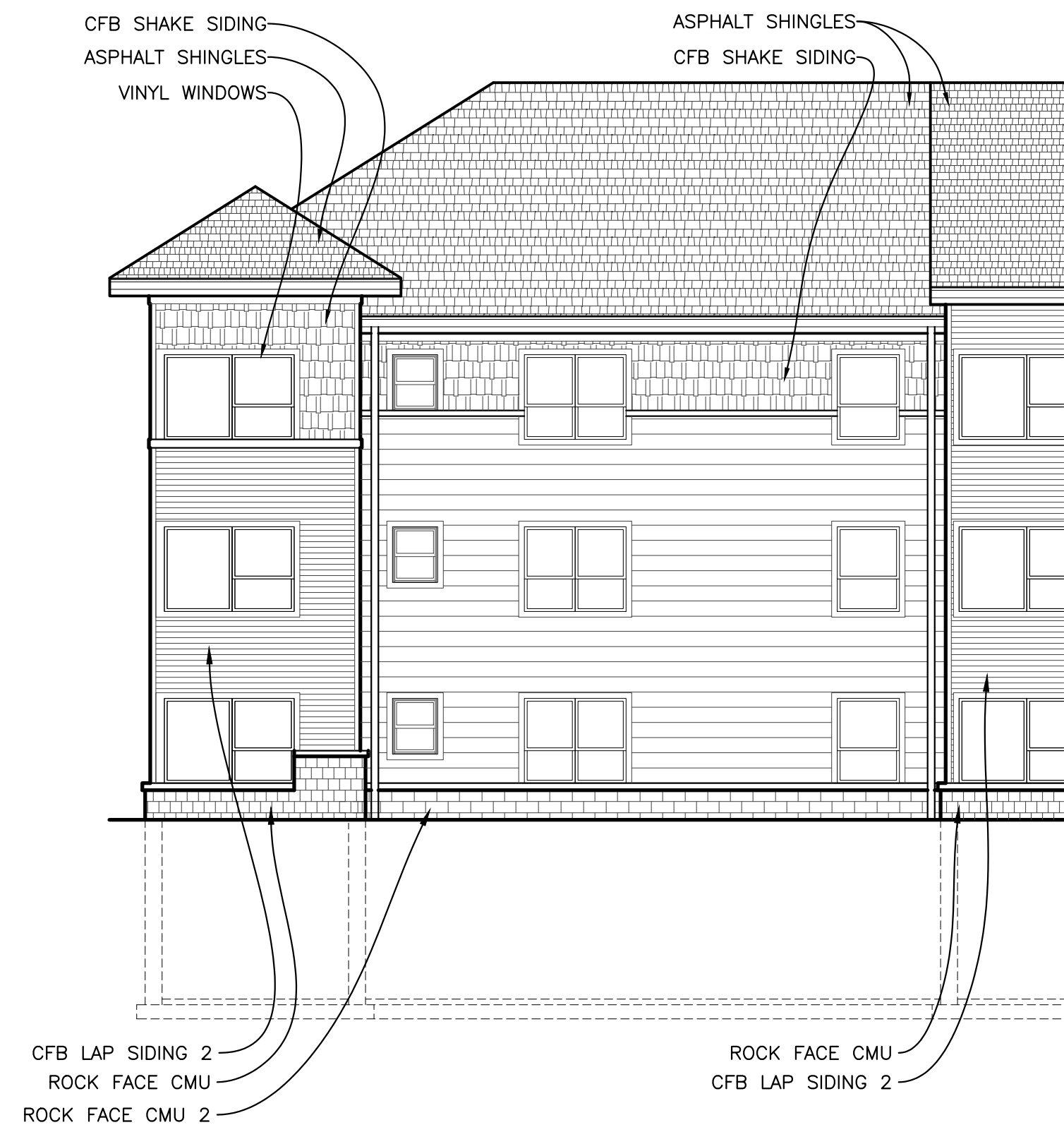
PRELIMINARY - NOT FOR CONSTRUCTION



1 PARTIAL NORTHEAST ELEVATION
1/8" = 1'-0"



3 NORTHWEST ELEVATION
1/8" = 1'-0"



2 PARTIAL NORTHEAST ELEVATION
1/8" = 1'-0"



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: April 23, 2019

Agenda Item: No. 7.5

Subject: Approval of Site Grading For Reservoir Fields

Prepared By: John Seifert; Public Works Director

Recommended City Council Action

Motion to approve the Scope of Services from Fehn Companies, in the amount of \$59,078, for site grading at Reservoir Fields.

Overview / Background

The City of Rogers previously in 2017 worked with an area contractor to begin mass grading at Reservoir Fields in preparation for future athletic field facilities. This first grading effort took advantage of a nearby construction project that had extra soil that was placed on the site at no cost to the City.

In September of 2018, the City Council authorized the submission of a Hennepin County Youth Sports Grant (HCYSG) to facilitate the construction of two new multi purpose soccer/lacrosse fields, irrigation well, and parking lot. In February 2019 City Council approved a contract with Hennepin County to be awarded \$180,000 from HCYSG the total project includes an additional \$50,00 from ISD 728 and \$10,000 commitment from Rogers Youth Lacrosse.

Also, in February of 2019, the City received full approval for the storm water management design on the Reservoir Fields site from the Elm Creek Watershed Commission.

To move forward with the project, staff has solicited competitive bids to complete the mass grading for the project. Final grading and utilities will be completed once the full site plan submittal is approved by Council. The low bid for this portion of project was Fehn Companies of Albertville, for the amount of \$59,078. At this time, staff is seeking approval of the scope of services for mass grading this project, to be able to work into the contractors schedule, and to meet the requirements outlined in the HCYSG contract.

Staff Recommendation

Motion to approve the Scope of Services from Fehn Companies, in the amount of \$59,078, for site grading at Reservoir Fields.

Financial Impact: \$59,078

Budgeted? Yes

Source Fund: 404

Notes:

ATTACHMENTS:

Description

Reservoir Fields Mass Grading

Reservoir Fields Low Bid Mass Grading

| | |
|--|-------------------|
| EXCAVATION (CY) | 17,110 CY |
| GRADING MATERIAL EXCAVATION (UA) | |
| COMMON (UA) (PAY QUANTITY) | TOTAL = 17,110 CY |
| GRADING MATERIAL AVAILABLE FOR EMBANKMENT (1.14 SWELL FACTOR, 1.30 SHRINKAGE FACTOR) (CY) | 15,004 CY |
| | TOTAL = 15,004 CY |

TOTAL = 15.319 CY

1000000

DIFFERENCE (CV) = 315 CY SHORT

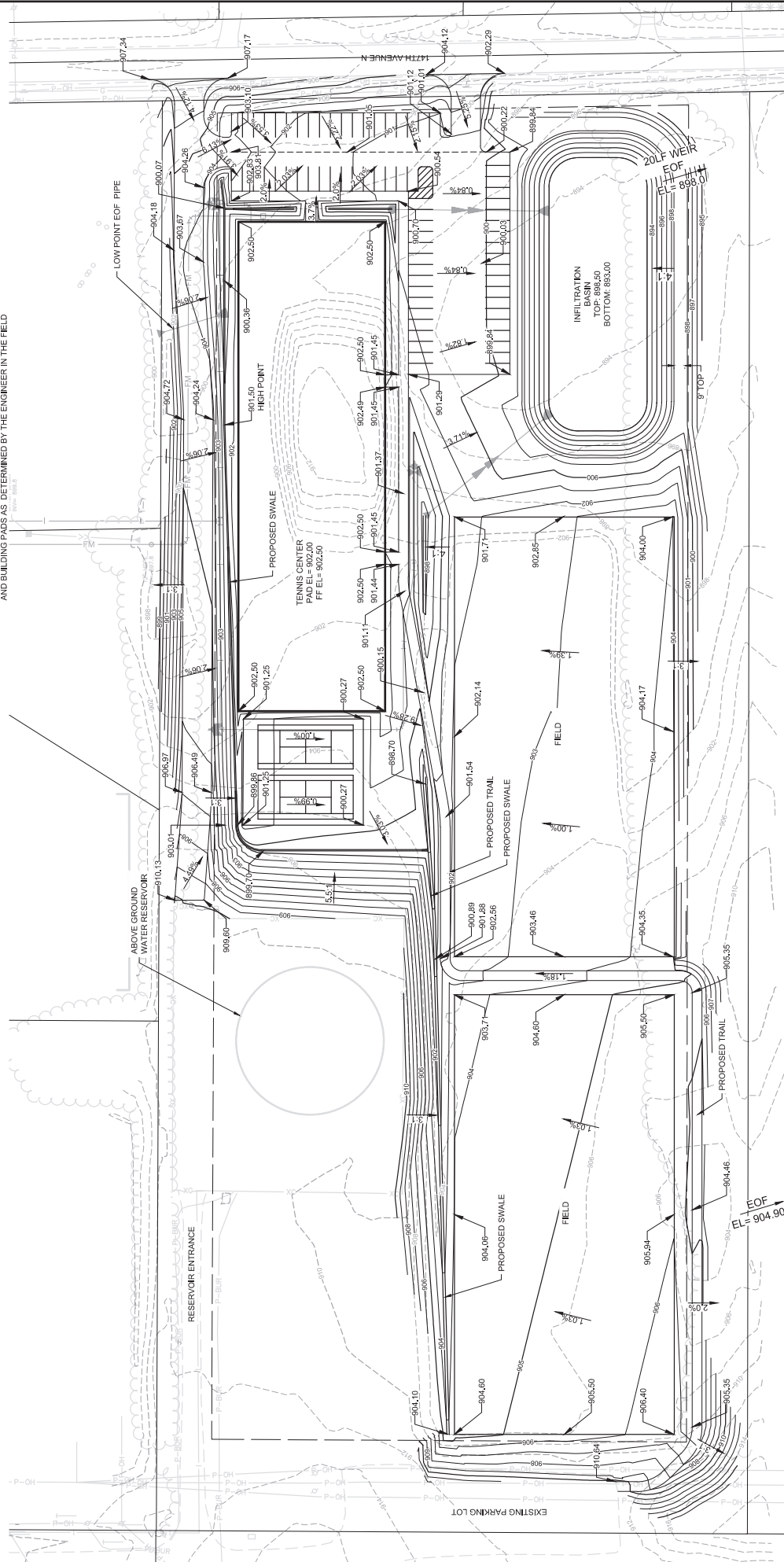
① INCLUDES TOPSOIL

② SWELL & SHRINKAGE FACTORS ARE LISTED FOR ILLUSTRATION PURPOSES ONLY. CONTRACTOR SHALL MAKE HIS OWN DETERMINATION OF APPLICABLE COMPACTION FACTORS.

③ EARTHWORK VOLUMES ARE COMPUTED BY THE DIGITAL SURFACE MODEL METHOD DETERMINED FROM ORIGINAL AND PROPOSED FINAL SURFACE CONTOURS. EXCAVATED VOLUMES (EV) AND QUANTITIES WILL NOT BE DETERMINED BY FIELD MEASUREMENTS.

GRADING DEFINITIONS
 CY = CUBIC YARDS
 UA = UNADJUSTED VOLUME
 EV = EXCAVATED VOLUME
 LV = LOOSE VOLUME
 CV = COMPACTED VOLUME

CV = COMPACTED VOLUME
TOPSOIL = SOIL CONSIDERED NOT ACCEPTABLE FOR USE
AS FILL IN ROADWAYS, SIDEWALKS, DRIVEWAYS, STORM WATER PONDS,
AND BUILDING PADS AS DETERMINED BY THE ENGINEER IN THE FIELD



| | | | |
|-------------------|-----|----|------|
| DESIGN TEAM | NO. | BY | DATE |
| CHECKED BY: _____ | | | |
| DESIGNER: _____ | | | |
| DRAWN BY: _____ | | | |



PHONE: 320 229 4300
1200 25TH AVENUE SOUTH
P.O. BOX 1717
ST. CLOUD, MN 56302-1717
www.sehinc.com

DATE: 01/22/2019

DAVID W. BLOMMEL, P.E.

Lic. No. 46775

THESE CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

David W. Blommel

ROGERS,
MINNESOTA

GRADING PLAN

FILE NO.
ROGER G142

9



5050 Barthel Industrial Dr.
PO Box 256
Albertville, MN 55301
Phone (763) 497-2428
Fax (763) 497-3893
www.fehncompanies.com

February 7, 2019

Andrew Simmons
City of Rogers
22350 S. Diamond Lake Road
Rogers, MN 55374

RE: Tennis Center -- Rogers, MN

Andrew:

The following proposal is per undated preliminary civil plans emailed to me on 1/31/19:

Mass Grading

- Install silt fence and storm inlet protection
- Clear & grub trees
- Strip topsoil and stockpile for reuse
- Grade site within 0.1' of proposed subgrade elevations
- Respread 6" of salvaged topsoil
- Clearing & grubbing of trees by others

Lump Sum.....\$67,478.00

Deduct.....(\$8,400.00)

Site Utilities

- Directional drilling approximately 280' of 2" forced main sewer and 280' of 6" water
- Wet tap for connection to main in James Road
- Water service stubbed into building
- Install 3 each fire hydrants
- Install 2" force main sewer with Gould Duplex Grinder Station with 2 each 1 HP pumps
- Install 36" X 120" basin for grinder station
- Install Rip Rap on flared end sections
- Install storm sewer with 1 each CBMH

Add.....\$133,500.00

Note

- Grinder station and pumps to be approved by Dept of Labor and Industry for plumbing code compliance – If larger pumps or basin are required price will be adjusted accordingly

Exclusions

- Bond
- Permits
- Testing
- Surveying
- Special insurance requirements such as completed operations, waiver of subrogation, etc.
- Private utility locates
- Soil correction
- Import or export of soils
- Building work: footings, sand cushion, etc.
- Parking lot work: backfill of curbs, Class 5 base, etc.
- Outdoor tennis courts work: subcut, sand backfill, etc.
- Winter conditions

Sincerely,
Scott J. Lekatz
Estimator/Project Manager



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: April 23, 2019

Agenda Item: No. 9.1

Subject: March 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 March 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 March 31, 2019

| Fund/Program/Department | | 2018 YTD PRELIMINARY Jan - Dec | 2019 Adopted Annual Budget | 2019 Year to Date March | 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 |
| 100-410-1325 | Other Administration Revenue | 198,764.15 | 105,330.00 | 120,733.50 | (15,403.50) | 114.62% |
| 100-410-1330 | Information Systems Revenue | 774.91 | 0.00 | 60.90 | (60.90) | N/A |
| 100-410-1410 | Elections Revenue | 13.30 | 0.00 | 4.70 | (4.70) | N/A |
| 100-410-1520 | Finance Revenue | 248.39 | 0.00 | 9.91 | (9.91) | N/A |
| 100-410-1550 | Assessing Revenue | 24,850.00 | 24,050.00 | 2,400.00 | 21,650.00 | 9.98% |
| 100-410-1910 | Planning & Zoning Revenue | 136,684.49 | 46,550.00 | 42,375.93 | 4,174.07 | 91.03% |
| 100-410-1940 | General Government Buildings Revenue | 4,001.01 | 0.00 | 37.73 | (37.73) | N/A |
| 100-410-1941 | Community Room Revenue | 42,194.63 | 42,900.00 | 10,919.28 | 31,980.72 | 25.45% |
| 100-410-1950 | General Engineering Revenue | 247,395.59 | 180,050.00 | 12,715.23 | 167,334.77 | 7.06% |
| 100-420-2100 | Police Protection & Admin. Revenue | 493,255.23 | 398,202.00 | 19,735.98 | 378,466.02 | 4.96% |
| 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 | 184,865.91 | (10,166.91) | 105.82% |
| 100-420-2230 | Fire Prevention Revenue | 24.00 | 0.00 | 5.73 | (5.73) | N/A |
| 100-420-2290 | Fire Relief Association Revenue | 114,405.48 | 110,405.00 | 2,000.00 | 108,405.00 | 1.81% |
| 100-420-2400 | Building Inspection - Contract Revenue | 950,327.89 | 616,551.00 | 610,592.75 | 5,958.25 | 99.03% |
| 100-420-2500 | Emergency Management Revenue | 14,204.19 | 4,600.00 | 908.65 | 3,691.35 | 19.75% |
| 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 | 72.00 | 428.00 | 14.40% |
| 100-430-3000 | General Public Works Revenue | 28,642.05 | 9,000.00 | 3,201.76 | 5,798.24 | 35.58% |
| 100-430-3121 | Paved Streets Revenue | 217,639.98 | 214,400.00 | 109,927.08 | 104,472.92 | 51.27% |
| 100-430-3122 | Unpaved Streets Revenue | 13.69 | 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 | 29.12 | (29.12) | N/A |
| 100-430-3245 | Recycling Revenue | 182,238.88 | 173,000.00 | 33,638.97 | 139,361.03 | 19.44% |
| 100-430-3260 | Weed/Tree/Grass Control Revenue | 11,525.00 | 11,000.00 | 375.00 | 10,625.00 | 3.41% |
| 100-450-5120 | Community Recreation Revenue | 77,426.26 | 76,000.00 | 13,559.10 | 62,440.90 | 17.84% |
| 100-450-5186 | Senior Recreation/Transp. Revenue | 24,887.58 | 29,200.00 | 3,724.88 | 25,475.12 | 12.76% |
| 100-450-5200 | Parks Revenue | 46,391.07 | 46,250.00 | 373.67 | 45,876.33 | 0.81% |
| 100-493-9360 | Operating Transfers In | 229,845.00 | 225,000.00 | 0.00 | 225,000.00 | 0.00% |
| General Fund Revenue Total | | \$ 9,081,719.50 | \$ 8,574,111.00 | \$ 1,172,999.96 | \$ 7,401,111.04 | 13.68% |
| Expenses | | | | | | |
| 100-410-1110 | Mayor & Council Expense | \$ 33,003.89 | \$ 30,079.00 | \$ 5,724.22 | \$ 24,354.78 | 19.03% |
| 100-410-1325 | Other Administration Expense | 662,607.69 | 695,528.00 | 168,439.79 | 527,088.21 | 24.22% |
| 100-410-1330 | Information Systems Expense | 240,332.45 | 254,138.00 | 59,382.72 | 194,755.28 | 23.37% |
| 100-410-1410 | Elections Expense | 22,646.71 | 5,200.00 | 307.97 | 4,892.03 | 5.92% |
| 100-410-1520 | Finance Expense | 270,628.19 | 276,866.00 | 73,398.15 | 203,467.85 | 26.51% |
| 100-410-1550 | Assessing Expense | 145,000.00 | 155,000.00 | 75,000.00 | 80,000.00 | 48.39% |
| 100-410-1910 | Planning & Zoning Expense | 240,638.27 | 226,342.00 | 44,069.20 | 182,272.80 | 19.47% |
| 100-410-1940 | General Government Buildings Expense | 64,001.11 | 106,111.00 | 16,039.44 | 90,071.56 | 15.12% |
| 100-410-1941 | Community Room Expense | 78,187.42 | 75,969.00 | 18,691.14 | 57,277.86 | 24.60% |
| 100-410-1950 | General Engineering Expense | 328,207.00 | 251,814.00 | 32,681.71 | 219,132.29 | 12.98% |
| 100-420-2100 | Police Protection & Admin. Expense | 3,096,940.30 | 3,167,600.00 | 791,999.67 | 2,375,600.33 | 25.00% |
| 100-420-2110 | Police Reserves Expense | 4,761.69 | 10,100.00 | 170.00 | 9,930.00 | 1.68% |
| 100-420-2210 | Fire Fighting & Administration Expense | 618,096.80 | 654,010.00 | 99,557.94 | 554,452.06 | 15.22% |
| 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 | 2,000.00 | 127,405.00 | 1.55% |
| 100-420-2400 | Building Inspection - Contract Expense | 317,931.01 | 192,276.00 | 33,148.39 | 159,127.61 | 17.24% |
| 100-420-2500 | Emergency Management Expense | 15,337.80 | 20,600.00 | 3,800.72 | 16,799.28 | 18.45% |
| 100-420-2600 | Traffic Signals Expense | 12,224.19 | 20,000.00 | 2,330.63 | 17,669.37 | 11.65% |
| 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 | 156,792.39 | 496,472.61 | 24.00% |
| 100-430-3121 | Paved Streets Expense | 180,986.18 | 235,331.00 | 7,212.87 | 228,118.13 | 3.06% |
| 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 | 35,906.89 | 62,668.11 | 36.43% |
| 100-430-3160 | Street Lighting Expense | 89,541.15 | 83,000.00 | 8,236.96 | 74,763.04 | 9.92% |
| 100-430-3245 | Recycling Expense | 165,642.47 | 165,942.00 | 26,745.52 | 139,196.48 | 16.12% |
| 100-430-3260 | Weed/Tree/Grass Control Expense | 23,513.58 | 33,250.00 | 541.13 | 32,708.87 | 1.63% |
| 100-450-5120 | Community Recreation Expense | 202,830.97 | 215,254.00 | 24,875.68 | 190,378.32 | 11.56% |
| 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 | 16,997.91 | 68,303.09 | 19.93% |
| 100-450-5200 | Parks Expense | 523,540.38 | 570,793.00 | 103,654.00 | 467,139.00 | 18.16% |
| 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 | \$ 1,810,524.75 | \$ 6,772,574.25 | 21.09% |
| 100 | General Fund Rev over/(under) Expenses | \$ 199,775.59 | \$ (8,988.00) | \$ (637,524.79) | \$ 628,536.79 | |

Rogers Activity Center (RAC) Special Revenue Fund
Budget to Actual Financial Reports as of March 31, 2019

| Fund/Program/Department | | 2018 YTD PRELIMINARY Jan - Dec | 2019 Adopted Annual Budget | 2019 Year to Date March | 2019 Year to Date Budget Variance | 2019 YTD % Collect/ Exp |
|---|---|--------------------------------------|----------------------------------|-------------------------------|---|-------------------------------|
| Revenues | | | | | | |
| 205-450-5205 | RAC Revenue | \$ 899,233.60 | \$ 839,719.00 | \$ 158,890.40 | \$ 680,828.60 | 18.92% |
| 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 | \$ 158,890.40 | \$ 680,828.60 | 18.92% |
| Expenses | | | | | | |
| 205-450-5205 | RAC Expense | \$ 492,544.10 | \$ 531,612.00 | \$ 128,414.38 | \$ 403,197.62 | 24.16% |
| 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 | \$ 128,414.38 | \$ 600,853.62 | 17.61% |
| 205 | Rogers Activity Center (RAC) over/(under) Expenses | \$ 404,209.50 | \$ 110,451.00 | \$ 30,476.02 | \$ 79,974.98 | |

City of Rogers
Municipal Utilities Budget to Actual Report
March 31, 2019

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

Operating Revenue:

| | | | | | |
|----------------------|--------------|--------------|------------|------------|--------|
| Charges for Services | \$ 1,097,106 | \$ 1,089,075 | \$ 153,306 | \$ 935,769 | 14.08% |
|----------------------|--------------|--------------|------------|------------|--------|

Operating Expenses:

| | | | | | |
|-----------------------------|------------|------------|-----------|------------|--------|
| Personal Services | \$ 332,897 | \$ 391,351 | \$ 95,523 | \$ 295,828 | 24.41% |
| Supplies | 149,882 | 283,850 | 24,678 | 259,172 | 8.69% |
| Other Services and charges* | 446,263 | 304,800 | 48,952 | 255,848 | 16.06% |
| Depreciation | 530,372 | 550,000 | - | 550,000 | 0.00% |

| | | | | | |
|---------------------------|--------------|--------------|------------|--------------|--------|
| Total Operating Expenses: | \$ 1,459,414 | \$ 1,530,001 | \$ 169,154 | \$ 1,360,847 | 11.06% |
|---------------------------|--------------|--------------|------------|--------------|--------|

Net Operating Income (Loss)

| | | | | | |
|--|--------------|--------------|-------------|--------------|--|
| | \$ (362,308) | \$ (440,926) | \$ (15,847) | \$ (425,079) | |
|--|--------------|--------------|-------------|--------------|--|

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) | \$ (16,282) | \$ (404,939) | |
|--|--------------|--------------|-------------|--------------|--|

| | | | | | |
|--------------------------------|------------|--------------|------|--------------|-------|
| 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 | \$ (16,282) | \$ 779,881 | |
|--|-----------|------------|-------------|------------|--|

Net Income as a % of

Total Operating Revenue: 3% 70% -11%
*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 | March | Budget Var | Exp | |

| | | | | | |
|--|------------|------------|------------|------------|--------|
| | \$ 987,618 | \$ 984,900 | \$ 214,484 | \$ 770,416 | 21.78% |
|--|------------|------------|------------|------------|--------|

| | | | | | |
|--|------------|------------|-----------|------------|--------|
| | \$ 332,313 | \$ 389,714 | \$ 95,197 | \$ 294,517 | 24.43% |
| | 86,294 | 72,900 | 30,359 | 42,541 | 41.64% |
| | 293,930 | 316,250 | 35,502 | 280,748 | 11.23% |
| | 383,012 | 385,000 | - | 385,000 | 0.00% |

| | | | | | |
|--|--------------|--------------|------------|--------------|--------|
| | \$ 1,095,548 | \$ 1,163,864 | \$ 161,058 | \$ 1,002,806 | 13.84% |
|--|--------------|--------------|------------|--------------|--------|

| | | | | | |
|--|--------------|--------------|-----------|--------------|--|
| | \$ (107,930) | \$ (178,964) | \$ 53,426 | \$ (232,390) | |
|--|--------------|--------------|-----------|--------------|--|

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

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

| | | | | | |
|--|-------------|--------------|-----------|--------------|--|
| | \$ (81,856) | \$ (153,964) | \$ 53,426 | \$ (207,390) | |
|--|-------------|--------------|-----------|--------------|--|

| | | | | | |
|--|-----------|------------|------|------------|-------|
| | \$ 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 | \$ 53,426 | \$ 90,245 | |
|--|-------------|------------|-----------|-----------|--|

-7% 15% 25%

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

| | | | | | |
|--|------------|------------|------------|------------|--------|
| | \$ 558,026 | \$ 551,050 | \$ 129,345 | \$ 421,705 | 23.47% |
|--|------------|------------|------------|------------|--------|

| | | | | | |
|--|------------|------------|-----------|------------|--------|
| | \$ 208,545 | \$ 250,566 | \$ 60,766 | \$ 189,800 | 24.25% |
| | 21,627 | 26,900 | 561 | 26,339 | 2.09% |
| | 132,971 | 168,400 | 41,241 | 127,159 | 24.49% |
| | 201,198 | 205,000 | - | 205,000 | 0.00% |

| | | | | | |
|--|------------|------------|------------|------------|--------|
| | \$ 564,341 | \$ 650,866 | \$ 102,568 | \$ 548,298 | 15.76% |
|--|------------|------------|------------|------------|--------|

| | | | | | |
|--|------------|-------------|-----------|--------------|--|
| | \$ (6,314) | \$ (99,816) | \$ 26,777 | \$ (126,593) | |
|--|------------|-------------|-----------|--------------|--|

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

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

| | | | | | |
|--|-----------|-------------|-----------|--------------|--|
| | \$ 12,727 | \$ (84,816) | \$ 26,777 | \$ (111,593) | |
|--|-----------|-------------|-----------|--------------|--|

| | | | | | |
|--|------------|------------|------|------------|-------|
| | \$ 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 | \$ 26,777 | \$ 23,407 | |
|--|-----------|-----------|-----------|-----------|--|

18% 9% 21%

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

| | | | | | |
|--|--------------|--------------|------------|--------------|--------|
| | \$ 2,642,751 | \$ 2,625,025 | \$ 497,135 | \$ 2,127,890 | 18.94% |
|--|--------------|--------------|------------|--------------|--------|

| | | | | | |
|--|------------|--------------|------------|------------|--------|
| | \$ 873,755 | \$ 1,031,631 | \$ 251,487 | \$ 780,144 | 24.38% |
| | 257,803 | 383,650 | 55,597 | 328,053 | 14.49% |
| | 873,163 | 789,450 | 125,695 | 663,755 | 15.92% |
| | 1,114,582 | 1,140,000 | - | 1,140,000 | 0.00% |

| | | | | | |
|--|--------------|--------------|------------|--------------|--------|
| | \$ 3,119,303 | \$ 3,344,731 | \$ 432,779 | \$ 2,911,952 | 12.94% |
|--|--------------|--------------|------------|--------------|--------|

| | | | | | |
|--|--------------|--------------|-----------|--------------|--|
| | \$ (476,552) | \$ (719,706) | \$ 64,356 | \$ (784,062) | |
|--|--------------|--------------|-----------|--------------|--|

| | | | | | |
|--|------------|-----------|-------|-----------|--------|
| | \$ 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) | \$ 63,921 | \$ (723,922) | |
|--|--------------|--------------|-----------|--------------|--|

| | | | | | |
|--|------------|--------------|------|--------------|-------|
| | \$ 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 | \$ 63,921 | \$ 893,533 | |
|--|-----------|------------|-----------|------------|--|

2% 36% 13%

City of Rogers
Municipal Liquor Budget to Actual Report
March 31, 2019

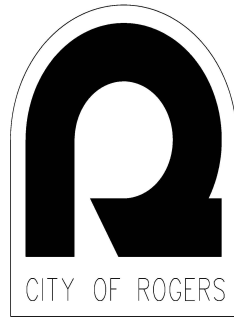
| On Sale Liquor Department (Muni) | | | | | |
|---|---------------------------|-------------------------------|------------------------------------|-----------------------------|---------------|
| 2018 PRELIMINARY Year to Date Jan-Dec | 2019 Adopted Budget | 2019 Year to Date March | 2019 Year to Date Budget Var | 2019 % Collected/ Exp | |
| Operating Revenue: | | | | | |
| Sales | \$ 422,218 | \$ 417,300 | \$ 107,346 | \$ 309,954 | 25.72% |
| Cost of Sales | (121,872) | (111,000) | (33,783) | (77,217) | 30.44% |
| Gross Profit | \$ 300,346 | \$ 306,300 | \$ 73,563 | \$ 232,737 | 24.02% |
| Operating Expenses: | | | | | |
| Personal Services | \$ 169,222 | \$ 178,163 | \$ 42,079 | \$ 136,084 | 23.62% |
| Supplies | 15,207 | 16,800 | 1,594 | 15,206 | 9.49% |
| Other Services and charges | 105,243 | 85,900 | 24,523 | 61,377 | 28.55% |
| Depreciation | 5,406 | 7,000 | - | 7,000 | 0.00% |
| Total Operating Expenses: | \$ 295,078 | \$ 287,863 | \$ 68,195 | \$ 219,668 | 23.69% |
| Net Operating Income (Loss) | \$ 5,268 | \$ 18,437 | \$ 5,367 | \$ 13,070 | |
| Non-operating Revenue (expenses): | | | | | |
| Investment Earnings | \$ - | \$ - | \$ - | \$ - | N/A |
| Total Non-operating revenue (expenses): | \$ - | \$ - | \$ - | \$ - | N/A |
| Income (Loss) before Contributions & Transfers | \$ 5,268 | \$ 18,437 | \$ 5,367 | \$ 13,070 | |
| Prior Period Adjustments | - | - | - | - | N/A |
| Transfers out | (12,541) | (13,000) | (2,266) | (10,734) | 17.43% |
| Net Income (Loss) | \$ (7,273) | \$ 5,437 | \$ 3,102 | \$ 2,335 | |
| Net Income as a % of Total Operating Revenue: | -2% | 2% | 4% | | |

| Off Sale Liquor Department (RWAS) | | | | | |
|---|---------------------------|-------------------------------|------------------------------------|-----------------------------|---------------|
| 2018 PRELIMINARY Year to Date Jan-Dec | 2019 Adopted Budget | 2019 Year to Date March | 2019 Year to Date Budget Var | 2019 % Collected/ Exp | |
| Operating Revenue: | | | | | |
| Sales | \$ 3,290,501 | \$ 3,143,745 | \$ 695,741 | \$ 2,448,004 | 22.13% |
| Cost of Sales | (2,435,151) | (2,306,000) | (518,158) | (1,787,842) | 22.47% |
| Gross Profit | \$ 855,351 | \$ 837,745 | \$ 177,583 | \$ 660,162 | 21.20% |
| Operating Expenses: | | | | | |
| Personal Services | \$ 370,762 | \$ 388,466 | \$ 91,491 | \$ 296,975 | 23.55% |
| Supplies | 13,537 | 9,700 | 3,926 | 5,774 | 40.47% |
| Other Services and charges | 151,904 | 146,100 | 30,905 | 115,195 | 21.15% |
| Depreciation | 26,307 | 26,000 | - | 26,000 | 0.00% |
| Total Operating Expenses: | \$ 562,509 | \$ 570,266 | \$ 126,321 | \$ 443,945 | 22.15% |
| Net Operating Income (Loss) | \$ 292,841 | \$ 267,479 | \$ 51,262 | \$ 216,217 | |
| Non-operating Revenue (expenses): | | | | | |
| Investment Earnings | \$ 4,598 | \$ 3,000 | \$ 1,830 | \$ 1,170 | 61.02% |
| Total Non-operating revenue (expenses): | \$ 4,598 | \$ 3,000 | \$ 1,830 | \$ 1,170 | 61.02% |
| Income (Loss) before Contributions & Transfers | \$ 297,439 | \$ 270,479 | \$ 53,093 | \$ 217,386 | |
| Prior Period Adjustments | 31,444 | - | - | - | N/A |
| Transfers out | (225,000) | (225,000) | - | (225,000) | 0.00% |
| Net Income (Loss) | \$ 103,883 | \$ 45,479 | \$ 53,093 | \$ (7,614) | |
| Net Income as a % of Total Operating Revenue: | 12% | 5% | 30% | | |

| Total Liquor | | | | | |
|---|---------------------------|-------------------------------|------------------------------------|-----------------------------|---------------|
| 2018 PRELIMINARY Year to Date Jan-Dec | 2019 Adopted Budget | 2019 Year to Date March | 2019 Year to Date Budget Var | 2019 % Collected/ Exp | |
| Operating Revenue: | | | | | |
| Sales | \$ 3,712,719 | \$ 3,561,045 | \$ 803,088 | \$ 2,757,957 | 22.55% |
| Cost of Sales | (2,557,023) | (2,417,000) | (551,942) | (1,865,058) | 22.84% |
| Gross Profit | \$ 1,155,696 | \$ 1,144,045 | \$ 251,146 | \$ 892,899 | 21.95% |
| Operating Expenses: | | | | | |
| Personal Services | \$ 539,983 | \$ 566,629 | \$ 133,569 | \$ 433,060 | 23.57% |
| Supplies | 28,744 | 26,500 | 5,520 | 20,980 | 20.83% |
| Other Services and charges | 257,147 | 232,000 | 55,427 | 176,573 | 23.89% |
| Depreciation | 31,713 | 33,000 | - | 33,000 | 0.00% |
| Total Operating Expenses: | \$ 857,587 | \$ 858,129 | \$ 194,517 | \$ 663,612 | 22.67% |
| Net Operating Income (Loss) | \$ 298,109 | \$ 285,916 | \$ 56,629 | \$ 229,287 | |
| Non-operating Revenue (expenses): | | | | | |
| Investment Earnings | \$ 4,598 | \$ 3,000 | \$ 1,830 | \$ 1,170 | 61.02% |
| Total Non-operating revenue (expenses): | \$ 4,598 | \$ 3,000 | \$ 1,830 | \$ 1,170 | 61.02% |
| Income (Loss) before Contributions & Transfers | \$ 302,707 | \$ 288,916 | \$ 58,460 | \$ 230,456 | |
| Prior Period Adjustments | 31,444 | - | - | - | N/A |
| Transfers out | (237,541) | (238,000) | (2,266) | (235,734) | 0.95% |
| Net Income (Loss) | \$ 96,611 | \$ 50,916 | \$ 56,194 | \$ (5,278) | |
| Net Income as a % of Total Operating Revenue: | 8% | 4% | 22% | | |

General Ledger Cash Report

User: bbruska
Printed: 4/17/2019 9:33:09 AM
Period 03 - 03
Fiscal Year 2019



| Account Number | Description | Beg Bal | Debits | Credits | End Bal |
|-------------------------|--|---------------------|-------------------|-------------------|---------------------|
| 100 | General Fund | | | | |
| 100-000-0000-10100-0000 | Cash & Investments | 6,857,626.60 | 511,599.36 | 683,452.64 | 6,685,773.32 |
| 100-000-0000-10100-4002 | Cash & Invest-Warning SirenFee | 54,600.00 | 200.00 | 0.00 | 54,800.00 |
| 100-000-0000-10100-4006 | Cash&Invest-PublBldgEnergyCons | 18,785.40 | 0.00 | 0.00 | 18,785.40 |
| 100 | General Fund | 6,931,012.00 | 511,799.36 | 683,452.64 | 6,759,358.72 |
| 200 | Revolving Loan | | | | |
| 200-000-0000-10100-0000 | Cash & Investments | 177,525.29 | 3,948.94 | 2,362.01 | 179,112.22 |
| 200 | Revolving Loan | 177,525.29 | 3,948.94 | 2,362.01 | 179,112.22 |
| 201 | Tower & Billboard Leases | | | | |
| 201-000-0000-10100-0000 | Cash & Investments | 1,253,610.35 | 18,265.58 | 0.00 | 1,271,875.93 |
| 201 | Tower & Billboard Leases | 1,253,610.35 | 18,265.58 | 0.00 | 1,271,875.93 |
| 202 | Police Forfeitures | | | | |
| 202-000-0000-10100-0000 | Cash & Investments | -103.97 | 1,000.00 | 0.00 | 896.03 |
| 202 | Police Forfeitures | -103.97 | 1,000.00 | 0.00 | 896.03 |
| 203 | Economic Development | | | | |
| 203-000-0000-10100-0000 | Cash & Investments | 5,118.11 | 183.75 | 183.75 | 5,118.11 |
| 203-000-0000-10100-4008 | Cash & Invest - Abatement | 75,556.00 | 0.00 | 183.75 | 75,372.25 |
| 203 | Economic Development | 80,674.11 | 183.75 | 367.50 | 80,490.36 |
| 205 | Rogers Activity Center (Arena) | | | | |
| 205-000-0000-10100-0000 | Cash & Investments | 323,057.81 | 149,886.05 | 50,801.82 | 422,142.04 |
| 205-000-0000-10100-4018 | Cash - RAC Sinking Fund | 598,404.10 | 0.00 | 0.00 | 598,404.10 |
| 205 | Rogers Activity Center (Arena) | 921,461.91 | 149,886.05 | 50,801.82 | 1,020,546.14 |
| 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 | 0.00 | 0.00 |
| 334 | 2011A G.O. Equip Certificates | 0.00 | 0.00 | 0.00 | 0.00 |
| 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 | 319,235.02 | 0.00 | 9,850.00 | 309,385.02 |
| 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 | 243,683.80 | 0.00 | 0.00 | 243,683.80 |
| 400 | Capital Improvement Projects | 1,584,952.69 | 0.00 | 9,850.00 | 1,575,102.69 |
| 401 | Pavement Mgmt Program (PMP) | | | | |
| 401-000-0000-10100-0000 | Cash & Investments | 628,523.40 | 0.00 | 23,336.93 | 605,186.47 |
| 401 | Pavement Mgmt Program (PMP) | 628,523.40 | 0.00 | 23,336.93 | 605,186.47 |
| 402 | Revolving Capital | | | | |
| 402-000-0000-10100-0000 | Cash & Investments | 1,692,643.59 | 743.00 | 13,921.24 | 1,679,465.35 |
| 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 | 3,459,891.10 | 0.00 | 743.00 | 3,459,148.10 |
| 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 | 6,708,664.49 | 743.00 | 14,664.24 | 6,694,743.25 |
| 403 | Fire Department Capital Outlay | | | | |
| 403-000-0000-10100-0000 | Cash & Investments | 269,847.40 | 802.50 | 0.00 | 270,649.90 |
| 403 | Fire Department Capital Outlay | 269,847.40 | 802.50 | 0.00 | 270,649.90 |
| 404 | Park Dedication | | | | |
| 404-000-0000-10100-0000 | Cash & Investments | 2,034,432.30 | 5,000.00 | 2,160.00 | 2,037,272.30 |
| 404-000-0000-10100-4016 | Cash - Parks Sinking Fund | 292,571.68 | 0.00 | 0.00 | 292,571.68 |
| 404 | Park Dedication | 2,327,003.98 | 5,000.00 | 2,160.00 | 2,329,843.98 |
| 405 | Water Trunk | | | | |
| 405-000-0000-10100-0000 | Cash & Investments | 578,805.43 | 138.00 | 138.00 | 578,805.43 |
| 405 | Water Trunk | 578,805.43 | 138.00 | 138.00 | 578,805.43 |
| 406 | Sewer Trunk | | | | |
| 406-000-0000-10100-0000 | Cash & Investments | 1,374,791.66 | 3,628.50 | 3,328.50 | 1,375,091.66 |
| 406 | Sewer Trunk | 1,374,791.66 | 3,628.50 | 3,328.50 | 1,375,091.66 |
| 407 | WAC | | | | |
| 407-000-0000-10100-0000 | Cash & Investments | 3,222,662.43 | 9,900.00 | 3,300.00 | 3,229,262.43 |
| 407 | WAC | 3,222,662.43 | 9,900.00 | 3,300.00 | 3,229,262.43 |
| 408 | RSAC | | | | |
| 408-000-0000-10100-0000 | Cash & Investments | 7,078,626.69 | 11,185.00 | 11,780.45 | 7,078,031.24 |
| 408 | RSAC | 7,078,626.69 | 11,185.00 | 11,780.45 | 7,078,031.24 |
| 427 | Trail Dedication | | | | |
| 427-000-0000-10100-0000 | Cash & Investments | 235,982.65 | 0.00 | 1,572.50 | 234,410.15 |
| 427-000-0000-10100-4017 | Cash - Trail Sinking Fund | 292,256.08 | 0.00 | 0.00 | 292,256.08 |
| 427 | Trail Dedication | 528,238.73 | 0.00 | 1,572.50 | 526,666.23 |
| 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 | 512,785.46 | 0.00 | 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 | 651,595.00 | 0.00 | 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 | 39,540.57 | 0.00 | 899.00 | 38,641.57 |
| 446 | Brcktn Area Ind Pk 8113 | 39,540.57 | 0.00 | 899.00 | 38,641.57 |
| 447 | Lennar Laurel Creek | | | | |
| 447-000-0000-10100-0000 | Cash & Investments | 283,128.16 | 0.00 | 2,147.25 | 280,980.91 |
| 447 | Lennar Laurel Creek | 283,128.16 | 0.00 | 2,147.25 | 280,980.91 |
| 450 | TIF #1 CBD Redevelopment | | | | |
| 450-000-0000-10100-0000 | Cash & Investments | 642,055.03 | 0.00 | 1,896.00 | 640,159.03 |
| 450 | TIF #1 CBD Redevelopment | 642,055.03 | 0.00 | 1,896.00 | 640,159.03 |
| 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 | 63,943.73 | 0.00 | 363.75 | 63,579.98 |
| 461 | TIF #15 Wellstead Housing | 63,943.73 | 0.00 | 363.75 | 63,579.98 |
| 462 | TIF #16 Graco | | | | |
| 462-000-0000-10100-0000 | Cash & Investments | 63,017.33 | 0.00 | 4,472.50 | 58,544.83 |
| 462 | TIF #16 Graco | 63,017.33 | 0.00 | 4,472.50 | 58,544.83 |
| 601 | Water | | | | |
| 601-000-0000-10100-0000 | Cash & Investments | 4,637,200.75 | 59,787.70 | 72,901.47 | 4,624,086.98 |
| 601 | Water | 4,637,200.75 | 59,787.70 | 72,901.47 | 4,624,086.98 |
| 602 | Sewer | | | | |
| 602-000-0000-10100-0000 | Cash & Investments | 2,151,597.46 | 79,072.63 | 61,359.91 | 2,169,310.18 |
| 602 | Sewer | 2,151,597.46 | 79,072.63 | 61,359.91 | 2,169,310.18 |
| 603 | Storm Sewer | | | | |
| 603-000-0000-10100-0000 | Cash & Investments | 1,703,468.56 | 42,021.81 | 23,047.50 | 1,722,442.87 |
| 603 | Storm Sewer | 1,703,468.56 | 42,021.81 | 23,047.50 | 1,722,442.87 |
| 609 | Municipal Liquor | | | | |
| 609-000-0000-10100-0000 | Cash & Investments | 1,032,697.26 | 319,180.62 | 634,915.05 | 716,962.83 |
| 609 | Municipal Liquor | 1,032,697.26 | 319,180.62 | 634,915.05 | 716,962.83 |
| 999 | Investment Control | | | | |
| 999-000-0000-10100-0000 | Cash & Investments | 205,535.03 | 286,460.07 | 0.00 | 491,995.10 |
| 999 | Investment Control | 205,535.03 | 286,460.07 | 0.00 | 491,995.10 |
| Asset Total | | 47,348,103.04 | 1,503,003.51 | 1,609,117.02 | 47,241,989.53 |

| Date to Accrue Interest: | 03/31/19 | | | CALLABLE NC - Non Callable A - Annually Q - Quarterly M - Monthly S - Semi Annually C10 - Cont. 10 Day Notice | Date Purchased | Maturity Date | Interest Rate (APY) | Market Value 3/31/2019 |
|--|-----------|-------|-----------|---|----------------|---------------|---------------------|---------------------------|
| Money Markets | | | | | | | | |
| | Northland | N/A | N/A | NC | | | | 5.59 |
| | | | | | | | | 5.59 |
| Municipal Securities | | | | | | | | |
| Oneida Cnty NY Rfdg Pub Impt, Apr & Oct 15 | Northland | N/A | 6824543R2 | S | 08/12/10 | 04/15/19 | 6.250% | 65,082.55 |
| | | | | | | | | 65,082.55 |
| U.S. Government Agency Securities | | | | | | | | |
| Federal Home Loan Bk | Northland | N/A | 3130A8M67 | S | 07/13/16 | 07/13/20 | 1.200% | 246,135.00 |
| Federal Farm Credit Bank | US Bank | N/A | 3133EGEH4 | S | 06/13/16 | 06/13/23 | 2.020% | 197,177.80 |
| Federal Farm Cr Bks Cons Systemwide BDS | Northland | N/A | 3133EGJH9 | S | 07/13/16 | 01/06/25 | 2.240% | 244,090.00 |
| | | | | | | | | 687,402.80 |
| Brokered Certificates of Deposit (at Broker Market Value) | | | | | | | | |
| Ally Bank Midvale UT | MBS | 57803 | 02006LF65 | S | 07/07/16 | 07/08/19 | 1.050% | 244,162.10 |
| State Bk India Chicago, IL | MBS | 33682 | 856283ZK5 | S | 12/15/15 | 12/16/19 | 2.150% | 224,280.00 |
| Goldman Sachs Bank, NY | MBS | 33124 | 38148PEB9 | S | 05/02/16 | 04/27/21 | 1.600% | 243,630.24 |
| UBS Bk USA Salt Lake City UT | MBS | 57565 | 90348JAR1 | M | 06/07/16 | 06/07/21 | 1.650% | 244,189.32 |
| Synchrony Bk Retail | MBS | 27314 | 87165EI73 | S | 06/29/16 | 06/29/21 | 1.550% | 240,051.00 |
| JP Morgan Chase Bk NA Columbus OH | MBS | 628 | 48126X7K5 | Q | 06/30/17 | 06/30/21 | 2.000% | 242,167.80 |
| Discover Bank Greenwood DE | MBS | 5649 | 254672V39 | S | 12/07/16 | 12/07/21 | 2.100% | 243,435.79 |
| Wells Fargo Bk Sious Falls SD | MBS | 3511 | 949763DJ2 | M | 12/14/16 | 12/14/21 | 2.100% | 245,332.23 |
| Sallie Mae Bk Salt Lake City UT | MBS | 58177 | 795450ZW8 | S | 03/22/17 | 03/22/22 | 2.350% | 242,243.75 |
| BMW Bk North Amer Salt Lake City UT | MBS | 35141 | 05580AHB3 | S | 03/24/17 | 03/24/22 | 2.250% | 241,525.90 |
| American Express Centurion Bk | MBS | 27471 | 02587DN38 | S | 04/05/17 | 04/05/22 | 2.450% | 241,802.75 |
| American Express Bank, FSB | MBS | 35328 | 02587CEM8 | S | 05/03/17 | 05/03/22 | 2.350% | 240,874.20 |
| National Coop Bk NA | MBS | 32612 | 635573AK4 | S | 10/30/18 | 10/30/23 | 3.450% | 250,522.30 |
| Barclay's Bk Del | MBS | 57203 | 06740KMU8 | S | 11/07/18 | 11/07/23 | 3.450% | 250,527.20 |
| Morgan Stanley Bk | MBS | 32992 | 61690UAZ3 | S | 11/08/18 | 11/08/23 | 3.550% | 251,575.80 |
| Morgan Stanley Private Bk | MBS | 34221 | 61760ARS0 | S | 11/08/18 | 11/08/23 | 3.550% | 250,831.00 |
| Bank Hapoalim B M New York | MBS | 33686 | 06251AV80 | S | 01/23/19 | 01/23/24 | 3.200% | 247,864.05 |
| HSBC Bank USA, NA McLean, VA Sept 11 & Mar 11 | MBS | 57890 | 40434ASB6 | S | 03/11/15 | 03/11/25 | 2.250% | 199,148.00 |
| | | | | | | | | 4,344,163.43 |
| PMA | | | | | | | | |
| 4M Plus | PMA | N/A | Portfolio | NC | | | 2.160% | 2,041.48 |
| 4M | PMA | N/A | Portfolio | NC | | | 2.200% | 119.05 |
| Savings Deposit Account (currently with CitiBank) | PMA | 7213 | Portfolio | NC | | | 2.280% | 3,597,424.77 |
| | | | | | | | | 3,599,585.30 |
| US Bank TrustNow | | | | | | | | |
| | US Bank | N/A | Portfolio | NC | | | 2.070% | 27,007,203.15 |
| TOTAL INVESTMENTS | | | | | | | | 35,703,442.82 |