

AGENDA

ROGERS CITY COUNCIL

January 23, 2024 - 7:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. OPEN FORUM

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

3. PRESENTATIONS

4. APPROVE AGENDA

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

5. CONSENT AGENDA

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

5.1 Approval of January 9, 2024 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Rescheduling February 27, 2024 Worksession for 5:30 p.m. on February 26, 2024, and the February 27, 2024 City Council Meeting for 7:00 p.m. on February 26, 2024

5.4 Directing the City Attorney to Prepare Findings of Fact for the Liquor Violation at R Social

5.5 Approve Resolution 2024-09 Approving the Minor Subdivision Approval of Hagel Estates (11475 Tilton Trail South)

5.6 Approval of Temporary On-Sale Liquor License for the Rogers Lions Club on February 29, 2024 at the 21st Century Bank Event Center for the ROADS Foundation

5.7 Approval of One Day Temporary On-Sale Liquor Licenses for the Rogers Lions Club for February 16, 2024 and March 8, 2024 for Fish Frys at the 21st Century Bank Event Center

5.8 Approve Appointments to Planning Commission

5.9 Approve Change Order No. 1 and Payment No. 2 and Final for the 2023 Pavement Management Program, Project No. 2300

5.10 Approval of Resolution No. 2024-07 Accepting Storm Sewer Improvements And Authorizing a Financial Security Reduction for Harvest View 1st Addition

- 5.11 Approve Change Order No. 1 and Payment No. 2 and Final for the Maple Avenue and Sugar Lane Mill & Overlay, Project No. 2301
- 5.12 Approval of a Proposal by Sambatek for Platting Services at City-owned Property Along County Road 81
- 5.13 Approval of Scope of Services to Inspect and Repair Well #5
- 5.14 Approve Resolution 2024-02 A Resolution Granting Approval of the Preliminary and Final Plat for Rogers Northdale

6. PUBLIC HEARINGS

7. GENERAL BUSINESS

- 7.1 Approval to Hire Avery Fischer as Police Officer
- 7.2 Approval to Purchase Replacement Equipment for Fire Station 1
- 7.3 Approval of a Resolution 2024-10 Approving a Purchase Agreement for the Sale of City-owned Property at 14086 Northdale Blvd to LM Ritz Properties, LLC

8. OTHER BUSINESS

9. CORRESPONDENCE AND REPORTS

10. ADJOURN



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: January 23, 2024

Agenda Item: No. 5.1

Subject: Approval of January 9, 2024 City Council Meeting Minutes

**Prepared
By:** Stacie Brown, City Clerk

ATTACHMENTS:

Description

01/09/2024 CC 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, January 9, 2024 at 7:00 p.m. at Rogers Community Center, 21201 Memorial Drive, Rogers, MN, 55374 and online in the Zoom application.

Council present: Rick Ihli, Shannon Klick, Kevin Jullie, Amy Enga, and Mark Eiden (via Zoom)
Council excused: None

Staff present: Steve Stahmer, City Administrator; Stacy Scharber, Assistant Administrator/HR Director; Bridget Bruska, Finance Director; Dan Wills, Chief of Police; Patrick Farrens, Fire Chief; Doran Cote, Public Works Director/City Engineer; Brett Angell, Community Development Director; Bob Vose, City Attorney; Gary Buysse, Liquor Operations Director, and Stacie Brown, City Clerk.

2. Open Forum

No persons addressed the Council.

3. Presentations

None.

4. Approve Agenda

Set as submitted.

5. Consent Agenda

- 5.1 Approval of the December 27, 2023 City Council Meeting Minutes**
- 5.2 Approval of Bills and Claims**
- 5.3 Approval of On-Sale, 3.2 Wine Combination, and 3.2 Liquor Licenses**
- 5.4 Approval of Resolution 2024-01 Appointing Election Judges and Absentee Ballot Board for the March 5, 2024 Presidential Nomination Primary**
- 5.5 Approval of Massage Therapist Renewal**
- 5.6 Approval of Job Description and Duties and to Recruit and Select Executive Assistant to Chief of Police**
- 5.7 Approve Change Order No. 1 for Fire Station 2, City Project No. 2209**
- 5.8 Approval to Purchase Technology Related Items for Fire Station 2**
- 5.9 Approval of New Massage Enterprise License for C-Haus Services Inc. dba Salon Adagio**
- 5.10 Approval of Resolution 2024-03 Granting a Request for Agricultural Preserve Designation for PID 28-120-23-23-0005**
- 5.11 Authorization of the 2023 Audit Engagement Letter**
- 5.12 Approval of Resolution 2024-05 Designating the Former Holiday and Boyer Buildings as Structurally Substandard**
- 5.13 Authorization to Advertise for Communications Coordinator and Approval of Position Description**

- 5.14 Approval of Resolution 2024-06, a Resolution Authorizing and Increase in Annual Pension Benefit Level for the Active Members of the Fire Department from \$4,950 to \$5,150 for Calendar Year 2024**
- 5.15 Approval of Salary Grade Change for the Position of Assistant City Administrator/HR Director**
- 5.16 Approval of Temporary On-Sale Liquor License for the Rogers Lions Club on February 9, 2024 at Mary Queen of Peace Parish Center**

Councilor Jullie requested to pull item 5.7 to address separately.

Councilor Eiden moved, Councilor Klick seconded a motion to approve the Consent Agenda as amended. Motion carried 5-0.

Councilor Jullie stated that he wanted to give Public Works Director/City Engineer Cote the opportunity to provide details on Change Order No. 1 for Fire Station 2; City Project No. 2209 due to the magnitude. Cote explained that a majority of the \$39,198.00 was for soil corrections. The bid was based on geotechnical evaluation which had been completed as well as test pits. However, the necessary soil corrections ended up being 4.5-5 feet deeper than anticipated, resulting in an additional 1,534 yards of material that had to be removed. Additionally, the base of the elevator pit had to be adjusted to accommodate the elevator which was chosen, and there was a change to the length of the monument sign base. Jullie commented that soils typically involve risk in these projects.

Councilor Jullie moved, Councilor Enga seconded a motion to approve Item 5.7 approving Change Order No. 1 for Fire Station 2, City Project No. 2209. Motion carried 5-0.

6. Public Hearings

None

7. General Business

- 7.1 Approve Resolution 2024-04, A Resolution Awarding the Sale of General Obligation Capital Improvement Plan Bonds, Series 2024A, in the Original Aggregate Principal Amount of \$8,330,000; Fixing their Form and Specifications; Directing their Execution and Delivery; and Providing for their Payment**

Finance Director Bruska presented a background on the decision to fund the Fire Station 2 project with some cash on hand and the remainder being financed with a bond. Bruska shared that the bond sale happened today; and introduced Jason Aarsvold of Ehlers to provide more details. Mr. Aarsvold reviewed information from the sale day report which was presented to Council this evening. He noted that the bond rating agency (Standard & Poors) affirmed the City's AA+ rating, which is one notch lower than the highest rating they assign. The report also acknowledged very strong management of the City, financially and generally. This is a direct reflection of policies implemented by Council and staff, contributing to the AA+ rating.

Mr. Aarsvold stated that five bids were received for the sale of the bond, with the lowest bid coming from Hilltop Securities, with a bid of 3.3413%. This is great news, as the original estimated bid was around 5% based on market conditions at the time. The bidder has asked for higher individual coupons (interest rates) on the annual payments in exchange for paying more than face value for the same dollars. This allows the City to reduce the size of the bond issue, bringing the bond down to \$7,405,000, while keeping the same amount of proceeds needed to complete the Fire Station 2 project. The annual debt service will be lower due to the fact that the City is borrowing less. This reduction is reflected in Resolution 2024-04 for Council's consideration.

Councilor Eiden moved, Councilor Klick seconded a motion to approve Resolutions 2024-04, awarding the sale of General Obligation Capital Improvement Plan Bonds, Series 2024A, in the original aggregate principal amount of \$8,330,000; fixing their form and specifications, directing their execution and delivery, and providing for their payment. Motion carried 5-0.

7.2 Annual Appointment Process

Mayor Ihli reviewed the list of appointments to be set for calendar year 2024, to be enacted with one motion at the end.

1. Acting Mayor	Kevin Jullie
2. Official Depositories	Wells Fargo Bank, NA
	4M Fund/PMA Financial Institution
	U.S. Bank
	Moreton Capital Markets, LLC (MCM)
3. Electronic Funds Transfer Authority	Finance Director/Treasurer
4. City Attorney/Civil	Kennedy & Graven (Bob Vose)
5. City Attorney/Criminal	Carson, Clelland & Schreder
6. Building Official	Metro West Inspection Services, Inc.
7. Official Newspaper	Crow River News and Star Tribune
8. Council Representative to Planning Commission	Amy Enga (Alternate: Kevin Jullie)
9. Council Representative to Park Commission	Shannon Klick (Alternate: Amy Enga)
10. Council Representative to Arena Commission	Mark Eiden (Alternate: Kevin Jullie)
11. Representatives to Rogers Fire Relief Association	Rick Ihli (Alternate: Mark Eiden)
12. Elm Creek Watershed Commission	David Katzner and Kevin Jullie
13. Council Representative to Senior Advisory Commission	Amy Enga (Alternate: Shannon Klick)
14. Liquor Commission	Amy Enga and Mark Eiden
15. Transportation Task Force	Mark Eiden and Kevin Jullie (Alternate: Amy Enga)
16. Public Safety Task Force	Rick Ihli and Shannon Klick (Alternate: Mark Eiden)
17. Assistant Weed Inspector	Scott Weltzin
18. NW Hennepin League of Municipalities	Shannon Klick and Rick Ihli

19. ISD 728 Referendum Committee	Shannon Klick
20. Facilities Working Group	Kevin Jullie and Shannon Klick (Alternate: Rick Ihli)

Councilor Eiden moved, Councilor Klick seconded a motion to approve the appointments set for calendar year 2024. Motion carried 5-0.

8. Other Business

None.

9. Correspondence and Reports

No action taken.

10. Adjourn to Closed Session

10.1 Adjourn to Closed Session to Discuss Potential Sale of Real Property Pursuant to Minnesota Statute 13D.05, Subdivision 3(c)

Mayor Ihli adjourned the meeting at 7:22 p.m. to Closed Session to discuss the potential sale of real property owned by the City (PID 14-120-23-21-0021) pursuant to Minnesota Statute 13D.05, Subdivision 3(c).

11. Adjourn

Mayor Ihli adjourned the meeting at 7:35 p.m.

Respectfully submitted,

Stacie Brown
City Clerk



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: January 23, 2024

Agenda Item: No. 5.2

Subject: Approval of Bills and Claims

Prepared By: Bridget Bruska, Finance Director

Recommended City Council Action

Motion to approve bills and claims as presented.

Staff Recommendation

Motion to approve bills and claims as presented.

ATTACHMENTS:

Description

AP Cover Sheet

01-05-2024 Checks #90811-90886

01-12-2024 Checks #90887-90982

December Purchasing Card Allocations

CITY OF ROGERS
01.23.2024 CITY COUNCIL MEETING
OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAID

City Payroll Checks, Taxes & Misc Fees Paid

1/11/2024 ADP Child Support/Garnishment	124.62
1/11/2024 ADP Direct Deposits	214,111.33
1/5/2024 ADP Fees	1,576.49
1/5/2024 ADP Fees	1,020.50
1/5/2024 ADP Fees	744.80
1/11/2024 ADP Payroll Taxes	83,279.03
1/10/2024 Further FSA/DCAP	5,600.06
1/16/2024 ICMA Deferred Compensation	2,346.14
1/5/2024 Optum Health Plan Fund	212,200.00
1/11/2024 Optum Health Plan Fund	5,936.55
1/12/2024 Optum Health Plan Fund - J. Ende	81.25
1/16/2024 State of MN HCSP	10,766.15
1/16/2024 State of MN HCSP	3,067.02
1/3/2024 Standard Life Insurance - January	1,652.45
1/4/2024 The Hartford (Employee Paid Supplemental Plan) - January	1,858.97
Payroll & Misc Fee Expenditures	<u>544,365.36</u>

City Checks Paid

1/5/2024 Check Batch #90811-90886	530,268.59
1/12/2024 Check Batch #90887-90982	673,961.50

City Check Expenditures

1,204,230.09

City Misc ACH/Wires Paid

12/19/2023 US Bank Credit Cards - December	51,642.61
1/11/2024 Building Permit Surcharge	16,307.16
1/3/2024 Finnly Sports Payments Credit Card Fees RAC	552.33
1/4/2024 Payment Services Network Processing Fees	367.30
1/11/2024 Wells Fargo Client Analysis Fees	1,684.64
1/16/2024 Pitney Bowes Postage - Auto Replenish	1,000.00
1/11/2024 MNDOR - City Sales Tax	2,140.00
City ACH/Wire Expenditures	<u>73,694.04</u>

City Total To Be Approved

1,822,289.49

Liquor Misc ACH/Wires Paid

1/3/2024 Credit Card Processing Fees - RWAS	7,580.01
1/3/2024 Credit Card Processing Fees - RWAS	574.84
1/3/2024 Credit Card Interchange Fees- RWAS	146.71
Liquor ACH/Wire Expenditures	<u>8,301.56</u>

Liquor Total to Be Approved

8,301.56

Accounts Payable

Computer Check Proof List by Vendor

User: gpudas
Printed: 01/05/2024 - 8:15AM
Batch: 00001.01.2024



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: &rea	&rea			Check Sequence: 1	ACH Enabled: False
120	Sharepoint Development For November	900.00	01/05/2024	100-410-1330-43100-0000	
121	Sharepoint Development For December	3,375.00	01/05/2024	100-410-1330-43100-0000	
	Check Total:	4,275.00			
Vendor: ancso	Anchor Solar Investments, LLC			Check Sequence: 2	ACH Enabled: False
City Hall 20 #2	City Hall Solar PPA - Jan 2024	55.87	01/05/2024	100-410-1940-43810-0000	
City Hall 20 #2	PW Solar PPA - Jan 2024	130.37	01/05/2024	100-430-3000-43810-0000	
City Hall PW 20	City Hall Solar PPA - Jan 2024	57.94	01/05/2024	100-410-1940-43810-0000	
City Hall PW 20	PW Solar PPA - Jan 2024	135.20	01/05/2024	100-430-3000-43810-0000	
N. Comm. Park 3	NCP Solar PPA - Jan 2024	361.56	01/05/2024	100-450-5200-43810-0000	
PD 20	PD Solar PPA - Jan 2024	227.34	01/05/2024	100-420-2100-43810-0000	
PD 20 #2	PD Solar PPA - Jan 2024	263.87	01/05/2024	100-420-2100-43810-0000	
RAC 20	RAC Solar PPA - Jan 2024	190.14	01/05/2024	205-450-5205-43810-0000	
RAC 20 #2	RAC Solar PPA - Jan 2024	186.24	01/05/2024	205-450-5205-43810-0000	
	Check Total:	1,608.53			
Vendor: aspmi	Aspen Mills			Check Sequence: 3	ACH Enabled: False
325286	Velcro Name Tag-Olson	14.85	01/05/2024	100-420-2210-42180-0000	
325296	Patch To Embroidery-CH1	18.65	01/05/2024	100-420-2210-42180-0000	
325344	Polo SS-Bebeau	93.66	01/05/2024	100-420-2210-42180-0000	
325368	Pants & Polo-Fire Tech	239.85	01/05/2024	100-420-2210-42180-0000	
325575	Polo-Jacket-Cap-Smith	252.10	01/05/2024	100-420-2210-42180-0000	
325576	Polo-Jacket-Cap-Grandlund	210.90	01/05/2024	100-420-2210-42180-0000	
325577	Polo-Jacket-Cap-Meier	237.25	01/05/2024	100-420-2210-42180-0000	
325578	Polo-Jacket-Cap-Sherod	252.10	01/05/2024	100-420-2210-42180-0000	
	Check Total:	1,319.36			
Vendor: aulco	Aulds Communications			Check Sequence: 4	ACH Enabled: False
13146	Fiber Audit November	925.00	01/05/2024	601-494-9440-43140-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	925.00			
Vendor: belco	Bellboy Corporation			Check Sequence: 5	ACH Enabled: False
0202052700	Liquor	1,646.37	01/05/2024	609-497-9760-42510-0000	
0202052700	Wine	105.65	01/05/2024	609-497-9760-42530-0000	
	Check Total:	1,752.02			
Vendor: blucl	Blue Cloud Distribution, Inc.			Check Sequence: 6	ACH Enabled: False
100982898	Beer	392.25	01/05/2024	609-497-9760-42520-0000	
	Check Total:	392.25			
Vendor: boutr	Bound Tree Medical, LLC			Check Sequence: 7	ACH Enabled: False
85200821	Medical Supplies	2,067.67	01/05/2024	100-420-2210-42170-0000	
85200821	Credit CK 79393 1/2021	-53.37	01/05/2024	100-420-2210-42170-0000	
85200821	Credit CK89823	-10.00	01/05/2024	100-420-2210-42170-0000	
	Check Total:	2,004.30			
Vendor: brain	Braun Intertec Corporation			Check Sequence: 8	ACH Enabled: False
B368601	Environmental Services 12/1/2023 - Boyer Site	1,295.90	01/05/2024	100-410-1910-43100-0000	
	Check Total:	1,295.90			
Vendor: Wirbe	BreakThru Beverage Minnesota			Check Sequence: 9	ACH Enabled: False
113712928	Liquor	1,686.61	01/05/2024	609-497-9760-42510-0000	
113712928	Wine	754.19	01/05/2024	609-497-9760-42530-0000	
113712928	Mix	321.92	01/05/2024	609-497-9760-42540-0000	
	Check Total:	2,762.72			
Vendor: bredu	Dustin & Elizabeth Breiwick			Check Sequence: 10	ACH Enabled: False
12.08.2023	Escrow Refund - Tilton Trail - Breiwick	121.60	01/05/2024	100-000-0000-22040-0000	
	Check Total:	121.60			
Vendor: terpo	Brookfield Renewable			Check Sequence: 11	ACH Enabled: False
200100211579	RWAS Solar-November	64.64	01/05/2024	609-497-9760-43810-0000	
	Check Total:	64.64			
Vendor: brofi	Brothers Fire Protection Co.			Check Sequence: 12	ACH Enabled: False
W30374	2023 Alarm Inspections And Batteries	869.00	01/05/2024	100-420-2100-44010-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	869.00			
Vendor: capbe	Capitol Beverage			Check Sequence: 13	ACH Enabled: False
2928581	Muni Bar Beer	34.00	01/05/2024	609-497-9770-42520-0000	
2928581	Muni Mix	29.55	01/05/2024	609-497-9770-42540-0000	
2929071	Beer Credit	-26.19	01/05/2024	609-497-9760-42520-0000	
2929072	Beer	3,518.80	01/05/2024	609-497-9760-42520-0000	
2929072	Liquor	376.60	01/05/2024	609-497-9760-42510-0000	
2929072	Mix	143.58	01/05/2024	609-497-9760-42540-0000	
2929072	Wine	56.40	01/05/2024	609-497-9760-42530-0000	
	Check Total:	4,132.74			
Vendor: carcl	Carson, Clelland & Schreder			Check Sequence: 14	ACH Enabled: False
4897	Dec. Atty Fees	9,132.05	01/05/2024	100-420-2100-43040-0000	
	Check Total:	9,132.05			
Vendor: cdwgo	CDW Government			Check Sequence: 15	ACH Enabled: False
NC54704	Muni-Camera Project	201.51	01/05/2024	609-497-9770-45800-0000	
ND29655	Muni POS Part Credit	-173.63	01/05/2024	609-497-9770-43190-0000	
NR30334	Docking Stations For New Squads 6841 6842 An	3,094.68	01/05/2024	400-420-2100-45500-0000	
NS00479	IPAD - RAC Concessions	319.13	01/05/2024	205-450-5205-42010-0000	
NS54321	Computers For New 2024 Squads 6841 6842 An	8,051.52	01/05/2024	400-420-2100-45500-0000	
NS95830	Computers For New Squads #6841 6842 And 68	1,259.43	01/05/2024	400-420-2100-45500-0000	
	Check Total:	12,752.64			
Vendor: cencu	Center Cut Meats, LLC			Check Sequence: 16	ACH Enabled: False
December 2023	Senior Dining - December	1,048.50	01/05/2024	100-450-5186-43444-0000	
	Check Total:	1,048.50			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 17	ACH Enabled: False
10203497-2	Gas - PD - December 2023	1,540.56	01/05/2024	100-420-2100-43830-0000	
	Check Total:	1,540.56			
Vendor: berbe	Chas. A. Bernick, Inc.			Check Sequence: 18	ACH Enabled: False
10163976	Beer	1,309.75	01/05/2024	609-497-9760-42520-0000	
10163976	NA	57.40	01/05/2024	609-497-9760-42540-0000	
10166134	THC	243.00	01/05/2024	609-497-9760-42535-0000	
10166135	Beer	265.35	01/05/2024	609-497-9760-42520-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
10166135	NA	123.00	01/05/2024	609-497-9760-42540-0000	
10166137	Beer Credit	-1.93	01/05/2024	609-497-9760-42520-0000	
	Check Total:	1,996.57			
Vendor: chrbu	Christian Builders			Check Sequence: 19	ACH Enabled: False
RB23-000253	Refund Overpayment	300.00	01/05/2024	100-420-2400-32225-0000	
RB23-000253	Plbg Fees Added	-25.00	01/05/2024	100-420-2400-32222-0000	
	Check Total:	275.00			
Vendor: cinco	Cintas Corporation			Check Sequence: 20	ACH Enabled: False
4178329886	Muni Mats & Towels 12/27/23	162.56	01/05/2024	609-497-9770-43100-0000	
4178490726	Uniform - PK 12/28/23	20.60	01/05/2024	100-450-5200-42180-0000	
4178490726	Uniform - PW 12/28/23	29.02	01/05/2024	100-430-3000-42180-0000	
4178490726	Uniform - SWR 12/28/23	7.73	01/05/2024	602-495-9490-42180-0000	
4178490726	Uniform - WTR 12/28/23	7.73	01/05/2024	601-494-9440-42180-0000	
4178490726	Mats & Towels 12/28/23	4.30	01/05/2024	100-430-3000-44060-0000	
4178490726	Uniform - Gen'l. Gov't. Bldgs 12/28/23	3.48	01/05/2024	100-410-1940-42180-0000	
4178490726	Uniform - Janitorial 12/28/23	3.14	01/05/2024	100-410-1940-44060-0000	
	Check Total:	238.56			
Vendor: cit	Computer Integration Technologies Inc			Check Sequence: 21	ACH Enabled: False
364173	SCADA System Vulnerability Scans 2023	1,000.00	01/05/2024	601-494-9440-43190-0000	
364173	SCADA System Vulnerability Scans 2023	1,000.00	01/05/2024	602-495-9490-43190-0000	
364869	Endpoint Detection January 2024	387.00	01/05/2024	100-410-1330-43190-0000	
364906	DNS Filter Monthly Service January 2024	187.50	01/05/2024	100-410-1330-43190-0000	
365572	Azure Hybrid AD Project	5,000.00	01/05/2024	400-000-0000-10100-0000	
365572	Azure Hybrid AD Project	-5,000.00	01/05/2024	400-000-0000-10100-4005	
365572	Azure Hybrid AD Project	5,000.00	01/05/2024	400-410-1330-43190-0000	
	Check Total:	7,574.50			
Vendor: mnpip	Core & Main LP			Check Sequence: 22	ACH Enabled: False
T989024	OMNI+ 2 C2 1000G 15-1/4LL 5WHL SM 20' T	1,790.00	01/05/2024	601-494-9440-42150-0000	
T989024	OMNI+ 1-1/2 T2 1G 13LL 8WHL SM 20' TRPL	1,060.00	01/05/2024	601-494-9440-42150-0000	
T989024	4420F2036C 2 CAST IRON FLANGE KIT	63.92	01/05/2024	601-494-9440-42150-0000	
T989024	4415F2031C 1-1/2 CAST IRON FLANGE KIT	56.23	01/05/2024	601-494-9440-42150-0000	
T989024	Freight	41.35	01/05/2024	601-494-9440-42150-0000	
	Check Total:	3,011.50			
Vendor: napau	Cottens' Inc.			Check Sequence: 23	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
329477	WHEEL NUT 2019 Chevrolet Tahoe 1	16.08	01/05/2024	100-420-2100-42103-0000	
329695	HOOD CATCH BRKT RUBBE	6.99	01/05/2024	100-430-3000-42103-0000	
329695	HOOD CATCH BRACKET	6.99	01/05/2024	100-430-3000-42103-0000	
	Check Total:	30.06			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 24	ACH Enabled: False
2076682	Beer	7,570.70	01/05/2024	609-497-9760-42520-0000	
2076682	THC	90.00	01/05/2024	609-497-9760-42535-0000	
2077156	Beer Buydown Credit	-241.60	01/05/2024	609-497-9760-42520-0000	
2079292	Beer	2,027.20	01/05/2024	609-497-9760-42520-0000	
2079292	Liquor	495.00	01/05/2024	609-497-9760-42510-0000	
2081147	Beer	9,081.63	01/05/2024	609-497-9760-42520-0000	
2081147	THC	98.00	01/05/2024	609-497-9760-42535-0000	
2081147	NA	109.60	01/05/2024	609-497-9760-42540-0000	
2081452	Muni Bar Beer	801.15	01/05/2024	609-497-9770-42520-0000	
2081452	Muni Bar Liquor	115.10	01/05/2024	609-497-9770-42510-0000	
	Check Total:	20,146.78			
Vendor: dalen	Dalco Enterprises, Inc			Check Sequence: 25	ACH Enabled: False
4171561	Muni Liners TP Roll Towels	213.09	01/05/2024	609-497-9770-42100-0000	
	Check Total:	213.09			
Vendor: danman	Dangerous Man Brewing			Check Sequence: 26	ACH Enabled: False
IN-2241	Beer	279.00	01/05/2024	609-497-9760-42520-0000	
IN-2241	THC	70.00	01/05/2024	609-497-9760-42535-0000	
	Check Total:	349.00			
Vendor: delde	Delta Dental of Minnesota			Check Sequence: 27	ACH Enabled: False
CNS0001422832	January EE Paid Dental Insurance	4,094.78	01/05/2024	100-000-0000-21707-0000	
	Check Total:	4,094.78			
Vendor: cldis	Dick Family Inc.			Check Sequence: 28	ACH Enabled: False
1823997	Beer	31.80	01/05/2024	609-497-9760-42520-0000	
1825305	Beer	119.00	01/05/2024	609-497-9760-42520-0000	
1829175	Beer	642.15	01/05/2024	609-497-9760-42520-0000	
	Check Total:	792.95			
Vendor: ecsi	ECSI System Integrators			Check Sequence: 29	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
23120433	SERVICE CALL - NONE OF THE REMOTES '	700.00	01/05/2024	100-430-3000-44010-0000	
	Check Total:	700.00			
Vendor: facmo 6-1664438	Elliot Auto Supply Co, Inc. (4) DOR 611-236-1 WHEEL NUT M14-1.5	18.00	01/05/2024	Check Sequence: 30 100-420-2100-42103-0000	ACH Enabled: False
	Check Total:	18.00			
Vendor: endtr 12.08.2023	Tristan Ende Escrow Refund - Tilton Trail - Ende	121.60	01/05/2024	Check Sequence: 31 100-000-0000-22040-0000	ACH Enabled: False
	Check Total:	121.60			
Vendor: eprsy 2146	EPR Systems USA Inc EPR '24 Contract	13,659.00	01/05/2024	Check Sequence: 32 100-420-2210-43190-0000	ACH Enabled: False
	Check Total:	13,659.00			
Vendor: essbr DD10813	Ess Brothers & Sons Inc (3) 009-6 CB 6 ALM. Grates	320.10	01/05/2024	Check Sequence: 33 603-496-9495-44055-0000	ACH Enabled: False
	Check Total:	320.10			
Vendor: selac 16737531	Further FSA Participant Fees December	36.00	01/05/2024	Check Sequence: 34 100-410-1325-43015-0000	ACH Enabled: False
	Check Total:	36.00			
Vendor: grabe MN00141571	Grape Beginnings, Inc. Wine	346.00	01/05/2024	Check Sequence: 35 609-497-9760-42530-0000	ACH Enabled: False
	Check Total:	346.00			
Vendor: guape 2533428 2542227 2542227	Guardian Pest Solutions, Inc. Commercial Pest Control - PD December Commercial Pest Control 12.28 Commercial Pest Control 12.28	57.22 14.82 34.58	01/05/2024 01/05/2024 01/05/2024	Check Sequence: 36 100-420-2100-43140-0000 100-420-2210-43100-0000 100-410-1941-43100-0000	ACH Enabled: False
	Check Total:	106.62			
Vendor: heapar 126465700 126465700 126465700	Health Partners January EE Paid Health Insurance January ER Paid Health Insurance January ER Paid Health Insurance	16,312.00 4,132.50 2,009.69	01/05/2024 01/05/2024 01/05/2024	Check Sequence: 37 100-000-0000-21706-0000 100-410-1325-41310-0000 100-410-1330-41310-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
126465700	January ER Paid Health Insurance	3,518.99	01/05/2024	100-410-1520-41310-0000	
126465700	January ER Paid Health Insurance	2,253.75	01/05/2024	100-410-1910-41310-0000	
126465700	January ER Paid Health Insurance	988.50	01/05/2024	100-410-1940-41310-0000	
126465700	January ER Paid Health Insurance	446.25	01/05/2024	100-410-1941-41310-0000	
126465700	January ER Paid Health Insurance	2,686.50	01/05/2024	100-410-1950-41310-0000	
126465700	January ER Paid Health Insurance	28,775.63	01/05/2024	100-420-2100-41310-0000	
126465700	January ER Paid Health Insurance	3,546.74	01/05/2024	100-420-2210-41310-0000	
126465700	January ER Paid Health Insurance	1,742.63	01/05/2024	100-430-3000-41310-0000	
126465700	January ER Paid Health Insurance	4,306.50	01/05/2024	100-430-3120-41310-0000	
126465700	January ER Paid Health Insurance	278.93	01/05/2024	100-430-3245-41310-0000	
126465700	January ER Paid Health Insurance	1,192.50	01/05/2024	100-450-5120-41310-0000	
126465700	January ER Paid Health Insurance	446.25	01/05/2024	100-450-5186-41310-0000	
126465700	January ER Paid Health Insurance	6,569.25	01/05/2024	100-450-5200-41310-0000	
126465700	January ER Paid Health Insurance	446.25	01/05/2024	203-465-6500-41310-0000	
126465700	January ER Paid Health Insurance	1,521.75	01/05/2024	205-450-5205-41310-0000	
126465700	January ER Paid Health Insurance	5,646.83	01/05/2024	601-494-9440-41310-0000	
126465700	January ER Paid Health Insurance	5,289.83	01/05/2024	602-495-9490-41310-0000	
126465700	January ER Paid Health Insurance	1,821.60	01/05/2024	603-496-9495-41310-0000	
126465700	January ER Paid Health Insurance	2,497.13	01/05/2024	609-497-9760-41310-0000	
126465700	January ER Paid Health Insurance	1,437.00	01/05/2024	609-497-9770-41310-0000	
	Check Total:	97,867.00			
Vendor: hencosh 1000216871	Hennepin County Accounts Receivable Jail Per DIem - June - Oct. 2023	5,703.58	01/05/2024	Check Sequence: 38 100-420-2100-43100-0000	ACH Enabled: False
	Check Total:	5,703.58			
Vendor: henpu 1000215768 1000215768	Hennepin County Recorder RecordEASE Web Transactions November RecordEASE Web Transactions	22.50 22.50	01/05/2024 01/05/2024	Check Sequence: 39 100-430-3000-44300-0000 100-410-1325-44300-0000	ACH Enabled: False
	Check Total:	45.00			
Vendor: hohen 675646	Hohensteins Inc Beer	499.80	01/05/2024	Check Sequence: 40 609-497-9760-42520-0000	ACH Enabled: False
	Check Total:	499.80			
Vendor: innof IN4419734 IN4419734 IN4419734 IN4419734	Innovative Office Solutions LLC Pens Tape Clips And Sharpies Pens Tape Clips And Sharpies Pens Tape Clips And Sharpies Pens Tape Clips And Sharpies	8.17 8.16 8.16 8.16	01/05/2024 01/05/2024 01/05/2024 01/05/2024	Check Sequence: 41 100-430-3000-42000-0000 100-450-5200-42000-0000 601-494-9440-42000-0000 602-495-9490-42000-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
IN4419734	Pens Tape Clips And Sharpies	8.16	01/05/2024	603-496-9495-42000-0000	
IN4419734	Pens Tape Clips And Sharpies	8.16	01/05/2024	100-410-1950-42000-0000	
IN4421579	Labeler Tape	8.09	01/05/2024	100-430-3000-42000-0000	
IN4421579	Labeler Tape	8.08	01/05/2024	100-450-5200-42000-0000	
IN4421579	Labeler Tape	8.09	01/05/2024	601-494-9440-42000-0000	
IN4421579	Labeler Tape	8.09	01/05/2024	602-495-9490-42000-0000	
IN4421579	Labeler Tape	8.08	01/05/2024	603-496-9495-42000-0000	
IN4421579	Labeler Tape	8.08	01/05/2024	100-410-1950-42000-0000	
	Check Total:	97.48			
Vendor: inhoc	Integral Hockey North Metro			Check Sequence: 42	ACH Enabled: False
1032	Hockey Stick Repair Services	315.00	01/05/2024	205-450-5205-42580-0000	
1045	Hockey Stick Repair Services	830.00	01/05/2024	205-450-5205-42580-0000	
	Check Total:	1,145.00			
Vendor: piopr	iPROMOTEu			Check Sequence: 43	ACH Enabled: False
2208857P18	City Logo Wear	541.79	01/05/2024	100-410-1325-42000-0000	
2208857P18	Employee Reimbursed Clothing	206.19	01/05/2024	100-000-0000-11500-0000	
	Check Total:	747.98			
Vendor: jeffi	Jefferson Fire & Safety, Inc.			Check Sequence: 44	ACH Enabled: False
212412	Rescue Helmets	887.25	01/05/2024	100-420-2210-42106-0000	
	Check Total:	887.25			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 45	ACH Enabled: False
2451373	Wine	1,429.14	01/05/2024	609-497-9760-42530-0000	
2452904	Liquor	3,306.95	01/05/2024	609-497-9760-42510-0000	
2452905	Liquor	1,384.28	01/05/2024	609-497-9760-42510-0000	
2452906	Wine	3,017.36	01/05/2024	609-497-9760-42530-0000	
2452907	Mix	41.75	01/05/2024	609-497-9760-42540-0000	
3650058	Beer	220.00	01/05/2024	609-497-9760-42520-0000	
3650059	THC	92.25	01/05/2024	609-497-9760-42535-0000	
6714270	Liquor	500.35	01/05/2024	609-497-9760-42510-0000	
6714271	Wine	1,068.25	01/05/2024	609-497-9760-42530-0000	
6714272	Mix	161.90	01/05/2024	609-497-9760-42540-0000	
7455450	NA	365.25	01/05/2024	609-497-9760-42540-0000	
7456337	Wine	1,736.25	01/05/2024	609-497-9760-42530-0000	
	Check Total:	13,323.73			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: shagr 2975242	Kelbro Company Muni Gas For Pop System	71.65	01/05/2024	Check Sequence: 46 609-497-9770-42540-0000	ACH Enabled: False
	Check Total:	71.65			
Vendor: kengr RG110-00055	Kennedy & Graven, Chartered Duffy Housing TIF November	75.00	01/05/2024	Check Sequence: 47 203-410-1325-43040-8150	ACH Enabled: False
	Check Total:	75.00			
Vendor: leamin 397895	League of MN Cities Annual Patrol Training Online 2024	2,250.00	01/05/2024	Check Sequence: 48 100-420-2100-44360-0000	ACH Enabled: False
	Check Total:	2,250.00			
Vendor: lexll #INVLEX122364	Lexipol LLC Annuel LE Police Manual 1/1/24 - 12/31/24	6,865.45	01/05/2024	Check Sequence: 49 100-420-2100-43100-0000	ACH Enabled: False
	Check Total:	6,865.45			
Vendor: lmcit CA298714	LMCIT Auto Physical Damage To 2021 Pierce Pumper V	2,615.17	01/05/2024	Check Sequence: 50 100-420-2210-36233-0000	ACH Enabled: False
	Check Total:	2,615.17			
Vendor: lucli E-2039	Luce Line Brewing Beer	316.00	01/05/2024	Check Sequence: 51 609-497-9760-42520-0000	ACH Enabled: False
	Check Total:	316.00			
Vendor: maceq 20741PP 20741PP 20741PP 21194PP	MacQueen Equipment, Inc. Wildland Jackets-Meier & Grandlund Wildland Jacket Tails X6 Freight Helmet Shields-Lt X2 Capt X1	460.00 517.50 50.00 315.50	01/05/2024 01/05/2024 01/05/2024 01/05/2024	Check Sequence: 52 100-420-2210-42106-0000 100-420-2210-42106-0000 100-420-2210-42106-0000 100-420-2210-42106-0000	ACH Enabled: False
	Check Total:	1,343.00			
Vendor: marau 0557373 0557375	Marthaler Automotive Ltd. New Captain Vehicle - Squad 6844 (Foster) VIN New Captain Vehicle - Squad 6845 (Beck) VIN	71,152.84 70,700.08	01/05/2024 01/05/2024	Check Sequence: 53 400-420-2100-45500-0000 400-420-2100-45500-0000	ACH Enabled: False
	Check Total:	141,852.92			
Vendor: cleri	McDonald Distributing Company			Check Sequence: 54	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
725310	Beer	177.75	01/05/2024	609-497-9760-42520-0000	
725310	NA	102.50	01/05/2024	609-497-9760-42540-0000	
725310	THC	901.12	01/05/2024	609-497-9760-42535-0000	
	Check Total:	1,181.37			
Vendor: menar	Menards, Inc.			Check Sequence: 55	ACH Enabled: False
26588	5) BACKER ROD 5/8" X 20'	19.60	01/05/2024	410-450-5200-45300-2104	
26588	4) BACKER ROD 1/2" X 20'	15.68	01/05/2024	410-450-5200-45300-2104	
26588	4) BACKER ROD 1" X 10'	27.96	01/05/2024	410-450-5200-45300-2104	
26588	LARGE ANGLE BROOM	9.99	01/05/2024	100-450-5200-42100-0000	
26588	BIG DUST PAN	4.49	01/05/2024	100-450-5200-42100-0000	
26701	50 PINT E -STAR DEHUMIDIFIER W/PMP	229.99	01/05/2024	601-494-9440-42102-0000	
	Check Total:	307.71			
Vendor: metch	Metro Chief Fire Officers Assn			Check Sequence: 56	ACH Enabled: False
MCFOA '24	MCFOA '24 Dues	100.00	01/05/2024	100-420-2210-44330-0000	
	Check Total:	100.00			
Vendor: metcou	Metropolitan Council Environmental Services			Check Sequence: 57	ACH Enabled: False
0001166835	February 2024 METC Services	108,852.80	01/05/2024	602-495-9490-43115-0000	
	Check Total:	108,852.80			
Vendor: minch	Minn. Chiefs of Police Assoc.			Check Sequence: 58	ACH Enabled: False
15298	Chiefs Conference Spring 2024 For Captain Bec	550.00	01/05/2024	100-420-2100-44360-0000	
	Check Total:	550.00			
Vendor: mnagr	MN Dept of Agriculture			Check Sequence: 59	ACH Enabled: False
20019669	2024 PESTICIDE APPLICATOR LICENSE REI	10.00	01/05/2024	100-450-5200-44380-0000	
	Check Total:	10.00			
Vendor: mniaai	MNIAAI			Check Sequence: 60	ACH Enabled: False
MNIAAI '24	IAAI-'24 Membership	25.00	01/05/2024	100-420-2210-44330-0000	
	Check Total:	25.00			
Vendor: gssc	My Alarm Center			Check Sequence: 61	ACH Enabled: False
18471707	Alarm Monitoring Fire Jan	19.46	01/05/2024	100-420-2210-43880-0000	
18471707	Alarm Monitoring CR Jan	24.76	01/05/2024	100-410-1941-43880-0000	
18471781	RWAS Alarm January 2024	47.39	01/05/2024	609-497-9760-43100-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	91.61			
Vendor: minnc 720603012024	NCPERS Group Life Ins. January Life Insurance EE Reimbursed	320.00	01/05/2024	Check Sequence: 62 100-000-0000-21704-0000	ACH Enabled: False
	Check Total:	320.00			
Vendor: norto 540503363237329 540503363237329 540503363237329	Northern Tool & Equipment 96387-LC45001 4500 PH INVERTER & 79052- 96387-LC45001 4500 PH INVERTER & 79052- 96387-LC45001 4500 PH INVERTER & 79052-	298.33 298.33 298.32	01/05/2024 01/05/2024 01/05/2024	Check Sequence: 63 100-450-5200-42105-0000 601-494-9440-42105-0000 602-495-9490-42105-0000	ACH Enabled: False
	Check Total:	894.98			
Vendor: minoc 10389B333	Occupational Health Centers of Minnesota, P.C. Physical - Officer Candidate Fischer	773.00	01/05/2024	Check Sequence: 64 100-420-2100-43100-0000	ACH Enabled: False
	Check Total:	773.00			
Vendor: onlso 5234	Online Solutions LLC Citizenserve - Online Permit	25,200.00	01/05/2024	Check Sequence: 65 100-420-2400-43190-0000	ACH Enabled: False
	Check Total:	25,200.00			
Vendor: pauso 221996 224187 224187	Paustis & Sons Liquor Liquor Wine	304.00 29.00 1,213.67	01/05/2024 01/05/2024 01/05/2024	Check Sequence: 66 609-497-9760-42510-0000 609-497-9760-42510-0000 609-497-9760-42530-0000	ACH Enabled: False
	Check Total:	1,546.67			
Vendor: premr IN200-1046527	PreCise MRM LLC 5MB Flat Data Plan US With NAF C-US-5MB	240.00	01/05/2024	Check Sequence: 67 100-430-3120-43190-0000	ACH Enabled: False
	Check Total:	240.00			
Vendor: regof 0300033603	Regents of the University of MN Staff Training	900.00	01/05/2024	Check Sequence: 68 100-410-1330-44360-0000	ACH Enabled: False
	Check Total:	900.00			
Vendor: royc 91547	Roy C., Inc. RWAS-Repair Front Door	1,257.39	01/05/2024	Check Sequence: 69 609-497-9760-44010-0000	ACH Enabled: False

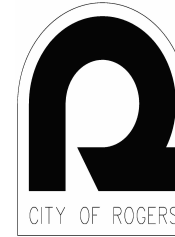
Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,257.39			
Vendor: souwi	Southern Glazers Wine & Spirits of Minnesota			Check Sequence: 70	ACH Enabled: False
2425551	Wine	1,394.24	01/05/2024	609-497-9760-42530-0000	
2428550	Liquor	2,802.03	01/05/2024	609-497-9760-42510-0000	
	Check Total:	4,196.27			
Vendor: stotr	Storm Training Group LLC			Check Sequence: 71	ACH Enabled: False
CC497399-0001	FIT2 Training For Sgt. Nelson And Officer Higg	1,798.00	01/05/2024	100-420-2100-44360-0000	
CC497399-0002	FIC Pistol Training For Sgt. Nelson & Det. Batei	1,099.00	01/05/2024	100-420-2100-44360-0000	
	Check Total:	2,897.00			
Vendor: onene	theipguys.net LLC			Check Sequence: 72	ACH Enabled: False
21421	Monthly Fiber Data 8X8 And Analog January 20	1,586.02	01/05/2024	100-410-1330-43250-0000	
21614	Muni Internet January 2024	164.77	01/05/2024	609-497-9770-43250-0000	
21615	RWAS Internet January 2024	164.77	01/05/2024	609-497-9760-43250-0000	
	Check Total:	1,915.56			
Vendor: touem	Touch'em All Carwash LLC			Check Sequence: 73	ACH Enabled: False
December 2023	PD Car Washes - December 2023	74.42	01/05/2024	100-420-2100-44040-0000	
	Check Total:	74.42			
Vendor: webal	Webaloo LLC			Check Sequence: 74	ACH Enabled: False
13598-16698	Communications Consultant 12/18/23-12/22/23	325.00	01/05/2024	100-410-1325-43100-0000	
	Check Total:	325.00			
Vendor: browh	White Cap			Check Sequence: 75	ACH Enabled: False
50024973669	530BR2 2" CLOSED CELL BACKER ROD SO	52.38	01/05/2024	100-450-5200-42100-0000	
	Check Total:	52.38			
Vendor: yalme	Yale Mechanical, LLC			Check Sequence: 76	ACH Enabled: False
251751	BUILDING REPAIRS AND ASSESSMENT - B	2,824.50	01/05/2024	100-410-1940-44010-0000	
	Check Total:	2,824.50			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	530,268.59			
	Total of Number of Checks:	76			

Accounts Payable

Computer Check Proof List by Vendor

User: gpudas
Printed: 01/11/2024 - 12:13PM
Batch: 00002.01.2024



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: tenkc 101456	10K Custom Lettering RAC Apparel	766.00	12/31/2023	Check Sequence: 1 205-450-5205-42180-0000	ACH Enabled: False
	Check Total:	766.00			
Vendor: ajfli 12/31/2023	A Journey For Life Inc Office Visits 11/2023 - 12/2023 N. Zachman	340.00	12/31/2023	Check Sequence: 2 100-420-2100-43140-0000	ACH Enabled: False
	Check Total:	340.00			
Vendor: airgas 5504384596	Airgas Inc Acetylene Argon & Oxygen	54.71	12/31/2023	Check Sequence: 3 100-430-3000-42160-0000	ACH Enabled: False
	Check Total:	54.71			
Vendor: ascap 100006265567	ASCAP Muni Music License 2024	434.00	01/12/2024	Check Sequence: 4 609-497-9770-44330-0000	ACH Enabled: False
	Check Total:	434.00			
Vendor: berec 1640-26	B&E Recycling Station Inc Disposal Of Items Found In The Ditches	181.50	01/12/2024	Check Sequence: 5 100-430-3000-43840-0000	ACH Enabled: False
	Check Total:	181.50			
Vendor: borst 927639910 927639910	Border States Industries, Inc. FL5S-LED150A50-B-4K-T5-BRZ-DIM-PC 052030 - SLIP FITTERW/WALL ADAPTER BF	276.65 42.25	01/12/2024 01/12/2024	Check Sequence: 6 100-430-3000-42102-0000 100-430-3000-42102-0000	ACH Enabled: False
	Check Total:	318.90			
Vendor: borrad 64057 64057	Borgen Radiator EGR COOLER CLEAN OUT EXHAUST SIDE SHOP SUPPLIES AND MATERIAL	280.00 18.90	12/31/2023 12/31/2023	Check Sequence: 7 100-430-3120-44040-0000 100-430-3120-44040-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	298.90			
Vendor: Wirbe	BreakThru Beverage Minnesota			Check Sequence: 8	ACH Enabled: False
113758552	Liquor	3,308.94	12/31/2023	609-497-9760-42510-0000	
113818258	Liquor	1,074.53	01/12/2024	609-497-9760-42510-0000	
113818258	Wine	113.45	01/12/2024	609-497-9760-42530-0000	
113818258	Mix	25.45	01/12/2024	609-497-9760-42540-0000	
	Check Total:	4,522.37			
Vendor: broma	Madi Bromberg			Check Sequence: 9	ACH Enabled: False
120242	Learn To Skate Refund	69.00	12/31/2023	100-000-0000-22210-0000	
	Check Total:	69.00			
Vendor: terpo	Brookfield Renewable			Check Sequence: 10	ACH Enabled: False
200100213775	RAC Solar - December	114.04	12/31/2023	205-450-5205-43810-0000	
	Check Total:	114.04			
Vendor: brydr	Drew Bryan			Check Sequence: 11	ACH Enabled: False
2023 planning	2023 Planning Commission	150.00	12/31/2023	100-410-1910-41030-0000	
	Check Total:	150.00			
Vendor: cabwh	Cabela's Wholesale, LLC			Check Sequence: 12	ACH Enabled: False
Final	Cabela's 2023 Abatement Payment - 2nd Half &	42,086.00	12/31/2023	203-410-1325-44390-0000	
	Check Total:	42,086.00			
Vendor: capbe	Capitol Beverage			Check Sequence: 13	ACH Enabled: False
2930685	Beer	994.50	01/12/2024	609-497-9760-42520-0000	
2930685	Liquor	42.40	01/12/2024	609-497-9760-42510-0000	
2930685	NA	55.10	01/12/2024	609-497-9760-42540-0000	
2931165	Muni Bar Beer	713.00	01/12/2024	609-497-9770-42520-0000	
2931165	Muni Offsale Beer	113.50	01/12/2024	609-497-9770-42521-0000	
2931165	Muni Mix	29.55	01/12/2024	609-497-9770-42540-0000	
	Check Total:	1,948.05			
Vendor: carbr	Brett Carlson			Check Sequence: 14	ACH Enabled: False
2023 planning	2023 Planning Commission	200.00	12/31/2023	100-410-1910-41030-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	200.00			
Vendor: carja	Jan Cartwright			Check Sequence: 15	ACH Enabled: False
2023	2023 Planning Commission	100.00	12/31/2023	100-410-1410-41030-0000	
	Check Total:	100.00			
Vendor: cdwgo	CDW Government			Check Sequence: 16	ACH Enabled: False
NS28334	DOCK STATION- STAHLER	134.70	12/31/2023	100-410-1325-42010-0000	
NV94491	Electrical Power Strip	31.26	01/12/2024	100-450-5186-42010-0000	
NV94491	Electrical Power Strip	31.26	01/12/2024	100-450-5120-42010-0000	
	Check Total:	197.22			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 17	ACH Enabled: False
6403374337-4	Temporary Gas - Hardee's Building December	221.62	12/31/2023	100-410-1940-43830-0000	
	Check Total:	221.62			
Vendor: embpw	Century Link			Check Sequence: 18	ACH Enabled: False
313611966	Muni Phone December	307.52	12/31/2023	609-497-9770-43210-0000	
313942943	RWAS Phone December	236.98	12/31/2023	609-497-9760-43210-0000	
	Check Total:	544.50			
Vendor: berbe	Chas. A. Bernick, Inc.			Check Sequence: 19	ACH Enabled: False
10168499	THC	228.72	01/12/2024	609-497-9760-42535-0000	
10168500	RWAS Beer	727.85	01/12/2024	609-497-9760-42520-0000	
10168500	Muni Bar Beer Keg Credit	-30.00	01/12/2024	609-497-9770-42520-0000	
10168501	Muni Bar Beer	200.00	01/12/2024	609-497-9770-42520-0000	
	Check Total:	1,126.57			
Vendor: cinco	Cintas Corporation			Check Sequence: 20	ACH Enabled: False
4179015175	CR Floor Mats 1.3.24	8.86	01/12/2024	100-410-1941-44060-0000	
	Check Total:	8.86			
Vendor: citen	City of Coon Rapids			Check Sequence: 21	ACH Enabled: False
14204	2023 SEALCOATING/LEGAL COSTS	1,635.35	12/31/2023	100-430-3120-42240-0000	
	Check Total:	1,635.35			
Vendor: citro	City of Rogers			Check Sequence: 22	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
004728-000	Water Service-12909 Main St December	12.31	12/31/2023	100-410-1940-43820-0000	
004729-000	Sr. Center Utilities - Dec	12.31	12/31/2023	100-450-5186-43820-0000	
004732-000	Utility Service-CH December	43.12	12/31/2023	100-410-1940-43820-0000	
004732-000	Utility Service-PW December	100.59	12/31/2023	100-430-3000-43820-0000	
004734-000	NCP Utilities - Dec	12.31	12/31/2023	100-450-5200-43820-0000	
004736-000	RAC Utilities - Dec	841.91	12/31/2023	205-450-5205-43820-0000	
008783-000	Utility Service-NCP Pk. Bldg December	11.10	12/31/2023	100-450-5200-43820-0000	
010149-000	Event Center Utilities - Dec	279.61	12/31/2023	100-410-1941-43820-0000	
011577-000	Utility Service-Splash Pad December	39.54	12/31/2023	100-450-5200-43820-0000	
012576-000	21701 Industrial Blvd - Boyer Bldg December	63.52	12/31/2023	100-410-1940-43820-0000	
012648-000	Utility Service-14086 Northdale Blvd-Hardee's I	25.43	12/31/2023	100-410-1940-43820-0000	
012674-000	Utility Service-13009 Main St December	2.60	12/31/2023	100-410-1940-43820-0000	
	Check Total:	1,444.35			
Vendor: citsp	City of Saint Paul			Check Sequence: 23	ACH Enabled: False
IN56966	Asphalt Mix - 4A	979.99	12/31/2023	100-430-3120-42240-0000	
	Check Total:	979.99			
Vendor: cleton	Tonia Clemens			Check Sequence: 24	ACH Enabled: False
232156	Refund - Event Fee	260.00	12/31/2023	100-000-0000-22210-0000	
	Check Total:	260.00			
Vendor: comdo	Commercial Door Systems, Inc.			Check Sequence: 25	ACH Enabled: False
0165445-IN	AU626F 32D RHRHD LEVER TRIM WI AU62	340.00	01/12/2024	205-450-5205-42102-0000	
	Check Total:	340.00			
Vendor: mnpip	Core & Main LP			Check Sequence: 26	ACH Enabled: False
T801757	510M S/POINT M2 TC SP HR & LD 53963537:	14,648.36	01/12/2024	601-494-9440-42150-0000	
U164623	ALPHA-A-7.00 6 CPLG 6.60-7.00 OD	1,355.32	01/12/2024	601-494-9440-42104-0000	
	Check Total:	16,003.68			
Vendor: napau	Cottens' Inc.			Check Sequence: 27	ACH Enabled: False
330010	LIGHTER RECEP. KIT	16.02	01/12/2024	100-430-3120-42103-0000	
330305	SPIN-ON FLUID FILTER	10.66	01/12/2024	100-420-2100-42103-0000	
	Check Total:	26.68			
Vendor: cusco	Customer Contact Services			Check Sequence: 28	ACH Enabled: False
4388-010924	Answering Service January	72.50	01/12/2024	601-494-9440-43100-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
4388-010924	Answering Service January	72.50	01/12/2024	602-495-9490-43100-0000	
	Check Total:	145.00			
Vendor: cybad	Cyber Advisors			Check Sequence: 29	ACH Enabled: False
106939	Network Consultant	450.00	12/31/2023	100-410-1330-43100-0000	
	Check Total:	450.00			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 30	ACH Enabled: False
2071856	Beer Buydown Credit	-41.25	12/31/2023	609-497-9760-42520-0000	
2084832	Beer	541.30	01/12/2024	609-497-9760-42520-0000	
2084832	Liquor	145.00	01/12/2024	609-497-9760-42510-0000	
2084832	Muni Bar Beer	122.95	01/12/2024	609-497-9770-42520-0000	
2084832	Muni Bar Liquor	460.40	01/12/2024	609-497-9770-42510-0000	
2084899	Muni Bar Beer	103.00	01/12/2024	609-497-9770-42520-0000	
2086885	Beer	3,780.90	01/12/2024	609-497-9760-42520-0000	
2086885	Liquor	885.00	01/12/2024	609-497-9760-42510-0000	
2086907	Muni Bar Beer	119.40	01/12/2024	609-497-9770-42520-0000	
971-00223	Muni Bar Beer Credit	-60.00	12/31/2023	609-497-9770-42520-0000	
	Check Total:	6,056.70			
Vendor: dalen	Dalco Enterprises, Inc			Check Sequence: 31	ACH Enabled: False
4177361	Parts - Vacuum Repair	335.77	12/31/2023	205-450-5205-44040-0000	
4177361	Labor - Vacuum Repair	100.00	12/31/2023	205-450-5205-44040-0000	
	Check Total:	435.77			
Vendor: decsa	Decimet Sales, Inc.			Check Sequence: 32	ACH Enabled: False
224137	SS Tool Box	383.00	12/31/2023	100-430-3000-42105-0000	
	Check Total:	383.00			
Vendor: depem	Department of Employment & Economic Development			Check Sequence: 33	ACH Enabled: False
CDAP140020H FY15	DEED MIF Loan Repayment Advanced Extrusic	3,636.96	01/12/2024	200-465-6500-44600-0000	
	Check Total:	3,636.96			
Vendor: depem	Department of Employment & Economic Development			Check Sequence: 34	ACH Enabled: False
CDAP220002H FY22	DEED MIF Loan Repayment Myplas 01/2024	7,500.00	01/12/2024	200-465-6500-44600-0000	
	Check Total:	7,500.00			
Vendor: dessh	Design Shop MPLS			Check Sequence: 35	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
1136	Recreation Logo - 2023	665.05	12/31/2023	100-410-1325-43100-0000	
1137	Recreation Logo	398.71	01/12/2024	100-410-1325-43100-0000	
	Check Total:	1,063.76			
Vendor: cldis	Dick Family Inc.			Check Sequence: 36	ACH Enabled: False
1832649	Beer Credit	-39.71	01/12/2024	609-497-9760-42520-0000	
1832650	Beer	297.00	01/12/2024	609-497-9760-42520-0000	
1832650	Liquor	68.00	01/12/2024	609-497-9760-42510-0000	
	Check Total:	325.29			
Vendor: dmxmu	DMX Music - Minneapolis			Check Sequence: 37	ACH Enabled: False
57954293	RWAS Music January	48.98	01/12/2024	609-497-9760-43100-0000	
	Check Total:	48.98			
Vendor: ecmptu	ECM Publishers, Inc.			Check Sequence: 38	ACH Enabled: False
979401	PHN - 01.08.24 Benzinger	67.50	12/31/2023	100-410-1520-43520-0000	
	Check Total:	67.50			
Vendor: facmo	Elliot Auto Supply Co, Inc.			Check Sequence: 39	ACH Enabled: False
128-184906	DEL 84919464 84919464 HOSE-HTR INL (SLI	40.98	01/12/2024	100-420-2100-42103-0000	
128-184906	DEL 84919466 84919466 HOSE-HTR OTLT (S	47.79	01/12/2024	100-420-2100-42103-0000	
	Check Total:	88.77			
Vendor: elmcr	Elm Creek WMO			Check Sequence: 40	ACH Enabled: False
338	2024 Member Assessment	37,145.00	01/12/2024	603-496-9495-44330-0000	
	Check Total:	37,145.00			
Vendor: esker	Esker Inc			Check Sequence: 41	ACH Enabled: False
460263472	Esker - December 2023	725.91	12/31/2023	100-410-1520-43190-0000	
	Check Total:	725.91			
Vendor: fehco	Fehn Companies, Inc			Check Sequence: 42	ACH Enabled: False
17843	Select Granular Gravel	132.11	01/12/2024	410-450-5200-45300-2104	
	Check Total:	132.11			
Vendor: finwa	Finken Water Centers			Check Sequence: 43	ACH Enabled: False
1405253	Hassan Hall Water Softener January	18.00	01/12/2024	100-410-1325-42100-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	18.00			
Vendor: fisad	Adam Fisher			Check Sequence: 44	ACH Enabled: False
2023 planning	2023 Planning Commission	175.00	12/31/2023	100-410-1910-41030-0000	
	Check Total:	175.00			
Vendor: froso	Frontline Public Safety Solutions			Check Sequence: 45	ACH Enabled: False
FL40492	Professional Standards Tracker Annual Subscript	1,912.00	01/12/2024	100-420-2100-44330-0000	
	Check Total:	1,912.00			
Vendor: geote	Geograph Technologies LLC			Check Sequence: 46	ACH Enabled: False
2392	CrescentLink License For 2024	1,050.00	01/12/2024	100-410-1950-43190-0000	
2392	CrescentLink License For 2024	1,050.00	01/12/2024	601-494-9440-43190-0000	
2392	CrescentLink License For 2024	1,050.00	01/12/2024	602-495-9490-43190-0000	
2392	CrescentLink License For 2024	1,050.00	01/12/2024	100-410-1330-43190-0000	
	Check Total:	4,200.00			
Vendor: gopst	Gopher State One-Call , Inc.			Check Sequence: 47	ACH Enabled: False
3120715	Locates December	114.36	12/31/2023	601-494-9440-43150-0000	
3120715	Locates December	114.36	12/31/2023	602-495-9490-43150-0000	
3120715	Locates December	37.23	12/31/2023	603-496-9495-43150-0000	
	Check Total:	265.95			
Vendor: grainc	Graco Minnesota Inc.			Check Sequence: 48	ACH Enabled: False
2023 2nd Half	2023 2nd Half PAYG Graco	125,294.09	12/31/2023	462-465-6500-44390-0000	
	Check Total:	125,294.09			
Vendor: hlmes	H & L Mesabi Company			Check Sequence: 49	ACH Enabled: False
12934	DXT110L BOSS DXT 9'-2" Left Hand	990.00	01/12/2024	100-430-3120-42240-0000	
12934	DXT110R BOSS DXT 9'-2" Right Hand	990.00	01/12/2024	100-430-3120-42240-0000	
12934	5/8" X 2" Carriage Bolt W/HH Nut Gr. FT10118	60.00	01/12/2024	100-430-3120-42240-0000	
	Check Total:	2,040.00			
Vendor: hegpi	Heggie's Pizza LLC			Check Sequence: 50	ACH Enabled: False
1221830030	Muni Pizza For Resale	533.75	01/12/2024	609-497-9770-42550-0000	
	Check Total:	533.75			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: hencosh	Hennepin County Accounts Receivable			Check Sequence: 51	ACH Enabled: False
1000217165	Radio Fleet Fee December	431.84	12/31/2023	100-430-3000-43250-0000	
1000217190	Radio Fleet Fee - December	3,428.74	12/31/2023	100-420-2100-44120-0000	
	Check Total:	3,860.58			
Vendor: henpu	Hennepin County Recorder			Check Sequence: 52	ACH Enabled: False
1000217376	RecordEASE Web Transactions December	65.00	12/31/2023	100-430-3000-44300-0000	
1000217376	RecordEASE Web Transactions December	65.00	12/31/2023	100-410-1325-44300-0000	
	Check Total:	130.00			
Vendor: i94co	I-94 Corridor Coalition			Check Sequence: 53	ACH Enabled: False
2049	2024 Membership Dues	6,750.00	01/12/2024	100-410-1325-44330-0000	
	Check Total:	6,750.00			
Vendor: infos	InfoSend			Check Sequence: 54	ACH Enabled: False
253954	Infosend Printing Fees December	144.85	12/31/2023	100-430-3245-43500-0000	
253954	Infosend Printing Fees December	1,303.61	12/31/2023	601-494-9440-43500-0000	
253954	Infosend Printing Fees December	955.98	12/31/2023	602-495-9490-43500-0000	
253954	Infosend Printing Fees December	492.47	12/31/2023	603-496-9495-43500-0000	
	Check Total:	2,896.91			
Vendor: innof	Innovative Office Solutions LLC			Check Sequence: 55	ACH Enabled: False
IN4424110	Can Liners And Center Pull Towels	280.18	01/12/2024	100-420-2100-42100-0000	
	Check Total:	280.18			
Vendor: intso	InTech Software Solutions			Check Sequence: 56	ACH Enabled: False
2192	2024 Elections Software Subscription	3,296.00	01/12/2024	100-410-1410-43190-0000	
	Check Total:	3,296.00			
Vendor: intem	Integrity Employee Benefits			Check Sequence: 57	ACH Enabled: False
#BC228	2024 Open Enrollment	2,460.00	01/12/2024	100-410-1325-43015-0000	
	Check Total:	2,460.00			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 58	ACH Enabled: False
2458564	Liquor	892.00	01/12/2024	609-497-9760-42510-0000	
2458565	Liquor	678.75	01/12/2024	609-497-9760-42510-0000	
6718607	Muni Bar Liquor	228.81	01/12/2024	609-497-9770-42510-0000	
6718608	Muni Wine	604.85	01/12/2024	609-497-9770-42530-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
6718609	Muni Bar Mix	127.41	01/12/2024	609-497-9770-42540-0000	
6718610	Liquor	96.75	01/12/2024	609-497-9760-42510-0000	
6718611	Wine	522.35	01/12/2024	609-497-9760-42530-0000	
	Check Total:	3,150.92			
Vendor: shagr 2975687	Kelbro Company Ice	171.08	01/12/2024	Check Sequence: 59 609-497-9760-42570-0000	ACH Enabled: False
	Check Total:	171.08			
Vendor: shaim INV0475	Kevin Alan Knapp Privacy Tint For 2nd Floor PD Offices	210.00	12/31/2023	Check Sequence: 60 100-420-2100-42102-0000	ACH Enabled: False
	Check Total:	210.00			
Vendor: kueco Pay App #3	KUE Contractors Inc Rogers Fire Station 2 - Pay App #3	144,961.45	12/31/2023	Check Sequence: 61 449-420-2210-45200-2209	ACH Enabled: False
	Check Total:	144,961.45			
Vendor: kustsi 608727	Kustom Signals Repair Of Hand-Held Radar	312.84	01/12/2024	Check Sequence: 62 100-420-2100-42105-0000	ACH Enabled: False
	Check Total:	312.84			
Vendor: lels January 2024 January 2024	Law Enforcement Labor Services, Inc. January 2024 Union Dues January 2024 Union Dues	282.00 1,057.50	01/12/2024 01/12/2024	Check Sequence: 63 100-000-0000-21709-0000 100-000-0000-21709-0000	ACH Enabled: False
	Check Total:	1,339.50			
Vendor: leami LMCIT W/C	League of MN Cities Ins. Trust Workers Comp Commission Owed	90.14	12/31/2023	Check Sequence: 64 100-000-0000-36233-0000	ACH Enabled: False
	Check Total:	90.14			
Vendor: lohcl 2023 planning	Clark Lohr 2023 Planning Commission	125.00	12/31/2023	Check Sequence: 65 100-410-1910-41030-0000	ACH Enabled: False
	Check Total:	125.00			
Vendor: mamun 375134 375134	M Amundson Cigar & Candy Co LLP Tobacco Wine Glasses Cups Tubes	843.10 57.44	01/12/2024 01/12/2024	Check Sequence: 66 609-497-9760-42560-0000 609-497-9760-42580-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
375134	Suckers	14.97	01/12/2024	609-497-9760-42100-0000	
	Check Total:	915.51			
Vendor: mattri 0028973294	Matheson Tri-Gas Inc Medical Oxygen Tanks For Dec 2023	164.14	12/31/2023	Check Sequence: 67 100-420-2100-42170-0000	ACH Enabled: False
	Check Total:	164.14			
Vendor: cleri 726285 726285	McDonald Distributing Company Beer THC	217.25 1,421.88	01/12/2024 01/12/2024	Check Sequence: 68 609-497-9760-42520-0000 609-497-9760-42535-0000	ACH Enabled: False
	Check Total:	1,639.13			
Vendor: metcou December 2023	Metropolitan Council Environmental Services SAC Report 12/31/2023	63,963.90	12/31/2023	Check Sequence: 69 408-430-3330-43851-0000	ACH Enabled: False
	Check Total:	63,963.90			
Vendor: minpo 10000176624 10000176635	Minnesota Pollution Control Agency VIC Reimbursements - Boyer Property VIC Reimbursements - Holiday Store #79	150.00 150.00	12/31/2023 12/31/2023	Check Sequence: 70 100-410-1910-43100-0000 100-410-1910-43100-0000	ACH Enabled: False
	Check Total:	300.00			
Vendor: norme 8885032	North Memorial EMT Refresher '24-Sabot	400.00	01/12/2024	Check Sequence: 71 100-420-2210-44360-0000	ACH Enabled: False
	Check Total:	400.00			
Vendor: plaza 2023 planning	Zachary Plansky 2023 Planning Commission	200.00	12/31/2023	Check Sequence: 72 100-410-1910-41030-0000	ACH Enabled: False
	Check Total:	200.00			
Vendor: pomti 700062881 700062913	Pomp's Tire Service Inc. 265/60VR17 GY ENFORCER POLICE AW G7: 255/60VR18 GY ENFORCER POLICE AW 673	564.00 584.00	01/12/2024 01/12/2024	Check Sequence: 73 100-420-2100-42103-0000 100-420-2100-42103-0000	ACH Enabled: False
	Check Total:	1,148.00			
Vendor: priadv 88684	Prime Advertising & Design Inc Economic Development Brochure Printing- 8 Pa	1,414.25	12/31/2023	Check Sequence: 74 100-410-1910-43500-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,414.25			
Vendor: repse	Republic Services #899			Check Sequence: 75	ACH Enabled: False
0899-004375304	CH-Garbage December	53.06	12/31/2023	100-410-1940-43840-0000	
0899-004375304	PW-Garbage December	123.78	12/31/2023	100-430-3000-43840-0000	
0899-004376433	Curbside Recycling December 2023	20,754.00	12/31/2023	100-430-3245-43100-0000	
	Check Total:	20,930.84			
Vendor: rinsy	Rink Systems, Inc			Check Sequence: 76	ACH Enabled: False
079924	Hockey Boards And Installation - Final Payment	63,500.00	12/31/2023	404-450-5200-45300-0000	
	Check Total:	63,500.00			
Vendor: rogtr	Rogers True Value Hardware Inc			Check Sequence: 77	ACH Enabled: False
27081	MP GD 3PK 9x3/8 Cover	9.99	01/12/2024	601-494-9440-42100-0000	
27081	10.1OZ LTX Conc Sealant	20.97	01/12/2024	601-494-9440-42100-0000	
	Check Total:	30.96			
Vendor: samba	Sambatek			Check Sequence: 78	ACH Enabled: False
25790	Replat Of City Owned Property On Northdale Bl	10,775.00	12/31/2023	460-465-6500-43140-0000	
	Check Total:	10,775.00			
Vendor: serog	SE Rogers LLC			Check Sequence: 79	ACH Enabled: False
2023 2nd Half	2023 2nd Half Frederik Apartments Tax Abatem	16,126.24	12/31/2023	203-410-1325-44390-0000	
	Check Total:	16,126.24			
Vendor: sesac	SESAC			Check Sequence: 80	ACH Enabled: False
10719574	Muni Music Perform Lic 2024	1,019.70	01/12/2024	609-497-9770-44330-0000	
	Check Total:	1,019.70			
Vendor: silsha	Shawn Silbaugh			Check Sequence: 81	ACH Enabled: False
02233678	4th Quarter 2023 Reissue	1,098.98	12/31/2023	100-420-2210-41040-0000	
	Check Total:	1,098.98			
Vendor: silli	Lindsay Silverstein			Check Sequence: 82	ACH Enabled: False
2023 planning	2023 Planning Commission	200.00	12/31/2023	100-410-1910-41030-0000	
	Check Total:	200.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: skysa 2923	Skyline Salt Solutions TREATED SALT-120%	11,179.58	12/31/2023	Check Sequence: 83 100-430-3120-42240-0000	ACH Enabled: False
	Check Total:	11,179.58			
Vendor: srfeo 15701.00 - 6	SRF Consulting Group Inc. Rogers New Pedestrian Bridge Over I-94	7,018.38	12/31/2023	Check Sequence: 84 410-450-5300-43030-1711	ACH Enabled: False
	Check Total:	7,018.38			
Vendor: stise 2023 planning	Seth Stiebinger 2023 Planning Commission	225.00	12/31/2023	Check Sequence: 85 100-410-1910-41030-0000	ACH Enabled: False
	Check Total:	225.00			
Vendor: stotr CC497399-0003	Storm Training Group LLC Instructor School - Nelson Bateman Zachman	1,497.00	01/12/2024	Check Sequence: 86 100-420-2100-44360-0000	ACH Enabled: False
	Check Total:	1,497.00			
Vendor: tshwill 6488-3	The Sherwin Williams Co 6512-34940 5 GAL PE4500051 PT ED PL FL E'	136.34	01/12/2024	Check Sequence: 87 601-494-9440-42102-0000	ACH Enabled: False
	Check Total:	136.34			
Vendor: titma 19155184 19155184	Titan Machinery Inc 87033540 HOSE - NH Skidsteer 87033539 HOSE - NH Skidsteer	77.75 97.00	01/12/2024 01/12/2024	Check Sequence: 88 100-430-3000-42103-0000 100-430-3000-42103-0000	ACH Enabled: False
	Check Total:	174.75			
Vendor: tribo A30742	Tri-State Bobcat, Inc 64716 BRUSH SEGMENT	849.64	01/12/2024	Check Sequence: 89 100-450-5200-42103-0000	ACH Enabled: False
	Check Total:	849.64			
Vendor: triso 395630	TriTech Software Systems 2024 Software Maintenance Hosting And Renew	25,901.54	01/12/2024	Check Sequence: 90 100-420-2100-43190-0000	ACH Enabled: False
	Check Total:	25,901.54			
Vendor: usilo 635216 635216 635216	USIC Holdings, Inc Locates 1/1/24-1/7/24 Locates 1/1/24-1/7/24 Locates 1/1/24-1/7/24	10.75 10.75 3.50	01/12/2024 01/12/2024 01/12/2024	Check Sequence: 91 601-494-9440-43150-0000 602-495-9490-43150-0000 603-496-9495-43150-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	25.00			
Vendor: grain	W.W. Grainger, Inc.			Check Sequence: 92	ACH Enabled: False
9953652972	802MK7 LED12.5 WA19MEDIUM SCREW (E:	377.28	01/12/2024	601-494-9440-42102-0000	
9955022786	Paper Towel Rolls & Toilet Paper	79.51	01/12/2024	100-410-1940-42102-0000	
9955022786	Paper Towel Rolls & Toilet Paper	185.50	01/12/2024	100-430-3000-42102-0000	
	Check Total:	642.29			
Vendor: watla	Water Laboratories, Inc.			Check Sequence: 93	ACH Enabled: False
9831	Water Testing Dec 23	180.00	12/31/2023	601-494-9440-44080-0000	
	Check Total:	180.00			
Vendor: watco	Watson Company			Check Sequence: 94	ACH Enabled: False
139195	RAC Concessions	248.40	12/31/2023	205-450-5205-42550-0000	
139365	RAC Concessions	1,176.92	01/12/2024	205-450-5205-42550-0000	
	Check Total:	1,425.32			
Vendor: thore	West Publishing Corporation			Check Sequence: 95	ACH Enabled: False
849534039	December Online Investigation Services	308.80	12/31/2023	100-420-2100-43100-0000	
	Check Total:	308.80			
Vendor: yalme	Yale Mechanical, LLC			Check Sequence: 96	ACH Enabled: False
251921	Ice Machine	334.50	12/31/2023	100-410-1941-42102-0000	
252126	HVAC Work @ PW/CH Building	589.55	12/31/2023	100-410-1940-44010-0000	
252126	HVAC Work @ PW/CH Building	1,375.59	12/31/2023	100-430-3000-44010-0000	
252433	HVAC Repair	1,221.14	12/31/2023	100-410-1941-44040-0000	
	Check Total:	3,520.78			
	Total for Check Run:	673,961.50			
	Total of Number of Checks:	96			

December 2023 US Bank P-Card Allocations									
Vendor	Account					Amount	Fiscal Year	Description	
AMAZON.COM*OT7I76OT3	100	410	1325	42000	0000	17.49	2023	Colored paper for permits	
AMZN MKTP US*OC4Q69TY3	100	410	1325	42000	0000	25.74	2023	Binder clips and eraser tape	
AMAZON.COM*BN6IW7W43	100	410	1325	42000	0000	24.99	2023	Case of paper towels	
AMZN MKTP US*J377U3CD3	100	410	1325	42000	0000	12.04	2023	Desktop calendar	
VZWLSS*APOCC VISB	100	410	1325	43250	0000	191.22	2023	City Administrator Cell Phone	
VZWLSS*APOCC VISB	100	410	1325	43250	0000	96.22	2023	Clerk Cell Phone	
VZWLSS*APOCC VISB	100	410	1325	43250	0000	46.23	2023	Admin Assistant Cell Phone	
AMZN MKTP US*U72AQ1VA3	100	410	1325	44310	0000	29.98	2023	employee event supplies - cups	
AMZN MKTP US*YA4UX8Q03	100	410	1325	44310	0000	31.98	2023	employee event supplies - poker chips	
SAMSLUB.COM	100	410	1325	44310	0000	48.92	2023	Supplies for employee event	
SAMSLUB.COM	100	410	1325	44310	0000	40.94	2023	Supplies for employee event	
ZOOM.US 888-799-9666	100	410	1330	43190	0000	187.97	2023	Zoom licenses	
MAILCHIMP *MISC	100	410	1330	43190	0000	39.50	2023	Monthly email listserve	
SWIFTYPE.COM	100	410	1330	43190	0000	79.00	2023	Search Module for rogersmn.gov	
WWW.SIRIUSCOM.COM	100	410	1330	43190	0000	2,230.66	2023	Office 365 licenses	
SITEGROUND HOSTING	100	410	1330	43190	0000	59.88	2023	Website SG scanner	
DNH*GODADDY.COM	100	410	1330	43190	0000	199.98	2023	vpn.rogermn.gov certificate	
COMCAST CABLE COMM	100	410	1330	43250	0000	0.14	2023	Internet Service - IS	
COMCAST CABLE COMM	100	410	1330	43250	0000	146.93	2023	Internet Service - IS	
VZWLSS*APOCC VISB	100	410	1330	43250	0000	101.45	2023	IS Cell Phones	
CUB FOODS- ROGERS	100	410	1330	44360	0000	38.70	2023	Snacks for All City Training	
DOMINO'S 7381	100	410	1410	44360	0000	49.99	2023	Election Training Meeting - 8 Attendees	
TARGET 00014563	100	410	1520	42000	0000	2.99	2023	Pens	
GRAMMARLY COU9O2TUO	100	410	1520	44330	0000	72.00	2023	Grammarly Subscription - Bruska	
GRAMMARLY CO*JHGVOOS	100	410	1520	44330	0000	72.00	2023	Grammarly Yearly Suscription	
GRAMMARLY CO*G3PZ63D	100	410	1520	44330	0000	72.00	2023	Grammarly Subscription	
TARGET 00014563	100	410	1520	44360	0000	3.59	2023	Quarterly Finance Meeting Water	
PANERA BREAD #601313 O	100	410	1520	44360	0000	88.02	2023	Area Finance Group Meeting Refreshments	
NASACT	100	410	1520	44360	0000	160.00	2023	2023 MN OSA Training Conference	
VZWLSS*APOCC VISB	100	410	1910	43250	0000	82.46	2023	Planning and Community Development	
AMERICAN PLANNING A	100	410	1910	44330	0000	724.00	2023	2024 APA/AICP Membership Dues - B Angell	
SENSIBLE LAND USE COALITI	100	410	1910	44360	0000	48.00	2023	SLUC Housing Seminar Registration Fee	
ECONOMIC DEVELOPMENT ASS	100	410	1910	44360	0000	40.00	2023	2023 Edam Holiday Party (December 7th, 2023)	
ECONOMIC DEVELOPMENT ASS	100	410	1910	44360	0000	350.00	2023	Edam Winter Conference (Jan 25, Jan 26)	
TENNANT COMPANY	100	410	1940	42100	0000	382.56	2023	I mop parts	
AMAZON.COM*FF1HU5083	100	410	1940	42102	0000	41.32	2023	Heavy Metal Polish Kit (for all buildings)	
VZWLSS*APOCC VISB	100	410	1940	43250	0000	41.23	2023	Custodian	
CENTERPOINTENERGY MN GAS	100	410	1940	43810	0000	224.77	2023	Gas-City Hall - November	
4TE*COMMERS CONDITIONED W	100	410	1940	43820	0000	24.95	2023	Water service at City Hall	
CENTERPOINTENERGY MN GAS	100	410	1940	43830	0000	140.02	2023	Hassan Town Hall Gas - Account 3593442-8 - November	
AMZN MKTP US*D189V1CO3	100	410	1941	42100	0000	86.99	2023	Broom, Portion Scoops, Tongs	
THE WEBSTAUANT STORE INC	100	410	1941	42105	0000	429.67	2023	Equipment Stand and Wheels (Lions Donation)	
COMCAST CABLE COMM	100	410	1941	43250	0000	77.45	2023	Analog, Internet and TV service - Event Center	
VZWLSS*APOCC VISB	100	410	1941	43250	0000	20.62	2023	Community Room Cell Phone	
CENTERPOINTENERGY MN GAS	100	410	1941	43810	0000	696.43	2023	Gas-Event Center - November	
CENTERPOINTENERGY MN GAS	100	410	1941	43830	0000	399.60	2023	Centerpoint Energy Balance-CR	
VZWLSS*APOCC VISB	100	410	1950	43250	0000	156.81	2023	Engineering Cell Phone	
WAL-MART #3102	100	420	2100	36233	0000	71.88	2023	Accidental Purchase	
AMZN MKTP US*7K5263KM3	100	420	2100	42000	0000	52.44	2023	USB Flash Memory Stick Drive for PD Supply	
CAB STORE ROGERS, MN	100	420	2100	42070	0000	130.49	2023	Ammunition for Chief's Gun	
AMAZON.COM*Y668G34U3	100	420	2100	42100	0000	21.74	2023	Vacuum Bags for Garage Vacuum	
THE PUBLIC SAFETY STOR	100	420	2100	42100	0000	41.95	2023	Plastic Wedges for PD Garage Supply	
PEAVEY CORP.	100	420	2100	42100	0000	142.65	2023	Faraday Evidence Bags for Evidence Room	
JUSTRITE SAFETY GROUP	100	420	2100	42100	0000	227.93	2023	2 Safety Hazardous Waste Cans for PD	
AMZN MKTP US*FW3GP2JE3	100	420	2100	42102	0000	13.98	2023	Ant Killer for PD	
AMZN MKTP US	100	420	2100	42102	0000	(13.98)	2023	Return: Ant Killer for PD	
AMAZON.COM*HP0ZK3G93	100	420	2100	42102	0000	6.87	2023	Ant Bait Stations (4 out of 6)	
PAYPAL *CLEANTECHMA	100	420	2100	42103	0000	42.99	2023	PD floor scubber parts	
THE PUBLIC SAFETY STOR	100	420	2100	42105	0000	324.95	2023	Tool Kits for Squad Cars	
CASEYS #3460	100	420	2100	42120	0000	54.05	2023	Fuel for DTF Squad	
KWIK TRIP 79600007963	100	420	2100	42120	0000	24.95	2023	Fuel for DTF Squad	
CASEYS #3460	100	420	2100	42120	0000	35.77	2023	Fuel for DTF Squad	
HOLIDAY STATIONS 0310	100	420	2100	42120	0000	36.97	2023	Fuel for DTF Squad	
SPEEDWAY 04477	100	420	2100	42120	0000	43.95	2023	Fuel for DTF Squad	
KWIK TRIP 14900001495	100	420	2100	42120	0000	45.09	2023	Fuel for DTF Squad	
CENEX FARMERS 09913138	100	420	2100	42120	0000	51.09	2023	Fuel for DTF Squad	
5.11, INC.	100	420	2100	42180	0000	164.00	2023	Uniform Work Pants - Foster	
SQ *TIN?S TAILOR	100	420	2100	42180	0000	42.93	2023	Class A Uniform Alterations - Wills	
5.11, INC.	100	420	2100	42180	0000	435.00	2023	Uniform Shirts and Pants	
5.11, INC.	100	420	2100	42180	0000	78.00	2023	Uniform Clothing	
5.11, INC.	100	420	2100	42180	0000	414.00	2023	Uniform Clothing	
5.11, INC.	100	420	2100	42180	0000	78.00	2023	Uniform Clothing	
5.11, INC.	100	420	2100	42180	0000	(435.00)	2023	Return of Uniform Shirts and Pants	
AMZN MKTP US*LT7EM6K73	100	420	2100	42180	0000	82.00	2023	Uniform Pants	
AMZN MKTP US*XH6G088O3	100	420	2100	42180	0000	246.00	2023	Uniform Pants	

December 2023 US Bank P-Card Allocations									
Vendor	Account					Amount	Fiscal Year	Description	
COMCAST CABLE COMM	100	420	2100	43210	0000	236.13	2023	Analog and TV Service - Police	
VZWRLSS*APOCC VISB	100	420	2100	43250	0000	7,192.92	2023	Police Department Cell Phones	
MCW 1601 - ROGERS	100	420	2100	44040	0000	35.55	2023	Monthly Car Washes for 6831 (Wills)	
MCW 1601 - ROGERS	100	420	2100	44040	0000	35.55	2023	Monthly Car Washes for 6805 (Foster)	
MCW 1601 - ROGERS	100	420	2100	44040	0000	35.55	2023	Monthly Car Washes for 6806 (Beck)	
SQ *MPPOA LEGAL DEFENSE F	100	420	2100	44330	0000	206.28	2023	2024 LDF Dues	
SQ *MINNESOTA POLICE AND	100	420	2100	44330	0000	72.40	2023	2024 MPPOA Regular Member Dues	
APPLE.COM/BILL	100	420	2100	44330	0000	2.99	2023	iCloud Storage Plan for Work Phone	
APPLE.COM/BILL	100	420	2100	44330	0000	2.99	2023	iCloud Storage Plan for Work Phone	
THE HIVE BAR AND GRILL	100	420	2100	44360	0000	20.00	2023	Training Dinner-Thief River Falls-BCA Narcotics Class	
BLACK CAT SPORTS BAR	100	420	2100	44360	0000	20.00	2023	Training Dinner-Thief River Falls-BCA Narcotics Class	
BLACK CAT SPORTS BAR	100	420	2100	44360	0000	18.15	2023	Training Dinner-Thief River Falls-BCA Narcotics Class	
POLICE RECORDS MGMT	100	420	2100	44360	0000	179.00	2024	LE Records Webinar Course on 1/18/2024	
BCA TRAINING EDUCATION	100	420	2100	44360	0000	75.00	2023	DMT-G Recertification Training - Duplic	
CHICK-FIL-A #03136	100	420	2100	44360	0000	64.95	2023	Firearms Training Lunch - Nelson, Higgins Bateman & 2 Role Players	
BCA TRAINING EDUCATION	100	420	2100	44360	0000	75.00	2023	DMT Recertification Training	
SUBWAY 25833	100	420	2100	44360	0000	12.34	2023	Training Lunch - Taser Training	
BCA TRAINING EDUCATION	100	420	2100	44360	0000	75.00	2023	DMT Recertification - BCA Training	
HARDEES 1506131	100	420	2100	44360	0000	10.26	2023	Breakfast - AR15 Training - Mankato, MN	
PANDA EXPRESS #2217	100	420	2100	44360	0000	15.39	2023	Lunch - AR15 Training - Mankato, MN	
TST* BOULDER TAP HOUSE -	100	420	2100	44360	0000	20.21	2023	Dinner - AR15 Training - Mankato, MN	
PY *E&G 1084 NORTH MANKAT	100	420	2100	44360	0000	14.06	2023	Lunch - AR15 Training - Mankato, MN	
JIMMY JOHNS 1744	100	420	2100	44360	0000	55.15	2023	Meal (Lunch for 3)for Role Players - Firearms Training	
BCA TRAINING EDUCATION	100	420	2100	44360	0000	75.00	2023	BCA Training - DMT Recertification	
HARDEES 1506131	100	420	2100	44360	0000	9.19	2023	Breakfast - AR15 Training - Mankato, MN	
PANDA EXPRESS #2217	100	420	2100	44360	0000	12.90	2023	Lunch - AR15 Training - Mankato, MN	
TST* BOULDER TAP HOUSE -	100	420	2100	44360	0000	21.23	2023	Dinner - AR15 Training - Mankato, MN	
PY *E&G 1084 NORTH MANKAT	100	420	2100	44360	0000	14.06	2023	Lunch - AR15 Training - Mankato, MN	
VCN*MONTECELLODMVCTR	100	420	2100	44370	0000	70.84	2023	Vehicle Tabs and Plates - Squad 6831	
VCN*MONTECELLODMVCTR	100	420	2100	44370	0000	28.60	2023	Title for Forfeited Vehicle to See - 19002011	
HOLIDAY STATIONS 0405	100	420	2100	44385	0000	125.00	2023	Gas Gift Card for Shop With a Cop Families	
HOLIDAY STATIONS 0405	100	420	2100	44385	0000	50.00	2023	Gas Gift Card for Shop With a Cop Families	
TARGET 00014563	100	420	2100	44385	0000	163.97	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	212.78	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	180.56	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	179.21	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	168.41	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	239.79	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	199.48	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	200.97	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	202.68	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	191.65	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	218.91	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	186.47	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	185.43	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	440.96	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	225.36	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	162.07	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	239.98	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	201.87	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	179.70	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	195.71	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	216.73	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	152.95	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	25.00	2023	2023 Shop with a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	50.00	2023	2023 Shop with a Cop Event	
CUB FOODS- ROGERS	100	420	2100	44385	0000	179.85	2023	Food for Community Event - Winter Coat Drive	
CARIBOU COFFEE CO #1165	100	420	2100	44385	0000	78.27	2023	Coffee for Community Event - Winter Coat Drive	
AMZN MKTP US*XR33A9HZ3	100	420	2100	44385	0000	108.76	2023	Banner for Shop with a Cop	
CUB FOODS- ROGERS	100	420	2100	44385	0000	800.00	2023	Gift Cards for Families for Shop with a Cop Event	
CARIBOU COFFEE CO #1165	100	420	2100	44385	0000	86.10	2023	Coffee for Promotion Ceremony Event	
THAT'S GREAT NEWS	100	420	2100	44385	0000	347.01	2023	Plaque from Promotions Event	
HOLIDAY STATIONS 0405	100	420	2100	44385	0000	125.00	2023	Shop with a Cop Event - Gas Cards for Families	
HOLIDAY STATIONS 0405	100	420	2100	44385	0000	100.00	2023	Shop with a Cop Event - Gas Cards for Families	
HARBOR FREIGHT TOOLS3250	100	420	2100	44385	0000	20.48	2023	Supplies for Banner for Shop with a Cop Event	
AMZN MKTP US*EN97S9GO3	100	420	2210	42000	0000	7.59	2023	Business Card Holder	
AMZN MKTP US*R51DT9GF3	100	420	2210	42000	0000	59.98	2023	Door holders, 3M Strips, Silverware, Plates	
AMAZON.COM*6Q9D63FT3	100	420	2210	42000	0000	5.59	2023	Stapler	
AMAZON.COM*9N0F32QB3	100	420	2210	42000	0000	29.83	2023	Laminating Pouches	
AMZN MKTP US*UE5W54B93	100	420	2210	42000	0000	12.99	2023	Label Tape	
AMZN MKTP US	100	420	2210	42000	0000	(12.99)	2023	Label Tape Returned Incorrect Size	
AMAZON.COM*L00B883Q3	100	420	2210	42010	0000	64.95	2023	Cellphone Cover-Jeff Ende-Incorrect Being Returned	
AMAZON.COM*2D8RW2WS3	100	420	2210	42010	0000	59.80	2023	Cellphone Cover-Jeff Ende	
WWW.AMAZON* 112-971512	100	420	2210	42100	0000	128.78	2023	Storage Shelving	
COSTCO WHSE #0649	100	420	2210	42100	0000	59.36	2023	Serving Supplies for Swearing in	

December 2023 US Bank P-Card Allocations								
Vendor	Account					Amount	Fiscal Year	Description
AMZN MKTP US*BN2Y68D3	100	420	2210	42105	0000	499.99	2023	Fire Investigation Tools & Equipment Grant Funding-CH 1
AMZN MKTP US*VX27R5Z13	100	420	2210	42105	0000	327.00	2023	Fire Investigation Tools & Equipment Grant Funding-CH 1
AMZN MKTP US*457L39RB3	100	420	2210	42105	0000	1,449.02	2023	Fire Investigation Tools & Equipment Grant Funding-CH 1
AMZN MKTP US*OY38L9723	100	420	2210	42105	0000	698.00	2023	Fire Investigation Tools & Equipment Grant Funding-CH 1
AMZN MKTP US*K02ZN4U63	100	420	2210	42105	0000	59.95	2023	Fire Extinguisher Bracket
ACME TOOLS PLYMOUTH	100	420	2210	42105	0000	(1,080.00)	2023	Hose Reel
ACME TOOLS PLYMOUTH	100	420	2210	42105	0000	1,920.00	2023	Hose Reel
ROGERS TRUE VALUE	100	420	2210	42105	0000	24.84	2023	Hose Reel Parts
AMZN MKTP US*AS8UD3W33	100	420	2210	42180	0000	41.76	2023	Duty Pants-Meier
AMAZON.COM*EP4NY5BA3	100	420	2210	42180	0000	131.29	2023	Duty Boots-Kaari Grandlund
WWW.SIRIUSCOM.COM	100	420	2210	43190	0000	522.47	2023	Office 365 licenses for 37 fire fighters
VZWLSS*APOCC VISB	100	420	2210	43250	0000	503.68	2023	Fire Chief and Fire Inspector Cell Phones
CENTERPOINTENERGY MN GAS	100	420	2210	43830	0000	313.98	2023	Centerpoint Energy Balance-Fire Dept
MCW 9050-DIGITAL EXP	100	420	2210	44040	0000	35.55	2023	Squad 1 Car Wash Pass-Mister Car Wash
AMZN MKTP US*NG4ZN8XN3	100	420	2210	44040	0000	10.99	2023	Wax Bar for Ladder Maintenance
CK HOLIDAY # 06405	100	420	2210	44040	0000	38.50	2023	Squad Car Wash
DPS FIREFIGHTER LICENSING	100	420	2210	44330	0000	75.00	2023	MBFTE FF Licenses
PELTON* MEMBERSHIP	100	420	2210	44330	0000	47.87	2023	Membership
CUB FOODS- ROGERS	100	420	2210	44360	0000	154.98	2023	Cake & Veggie Tray Swearing In x9
COSTCO WHSE #0648	100	420	2210	44360	0000	184.95	2023	Food Platters & Water Swearing In x9
AMAZON.COM*A77LH7I93	100	430	3000	42102	0000	99.99	2023	Keurig
AMAZON.COM*HP0ZK3G93	100	430	3000	42102	0000	3.44	2023	Ant Bait Stations (2 out of 6)
PAYPAL *EBAY US	100	430	3000	42103	0000	641.66	2023	Arm rest for PW explorers /old police cars
VZWLSS*APOCC VISB	100	430	3000	43250	0000	250.41	2023	PW Cell Phone
CENTERPOINTENERGY MN GAS	100	430	3000	43810	0000	524.44	2023	Gas-Public Works - November
U OF M CONTLEARNING OL	100	430	3000	44360	0000	75.00	2024	Class for Simmons
U OF M CONTLEARNING OL	100	430	3000	44360	0000	50.00	2024	Tree Inspector Recertification - Reemts
VCN*MONTECELLODMVCTR	100	430	3000	44370	0000	55.16	2023	Old squads to pw vehicles
PAYPAL *US	100	430	3120	42103	0000	227.33	2023	Weight box for tractor
PAYPAL *ZORO.COM	100	430	3120	42103	0000	176.61	2023	Wing & sander lights
SERVICE SUPPLY AMERICA	100	430	3120	42105	0000	1,700.00	2023	Snow Plow & Grader Blade Lift Tool
U OF M CONTLEARNING OL	100	430	3120	44360	0000	75.00	2024	Class for Desens
TARGET 00024562	100	450	5120	42100	0000	82.68	2023	Supplies for Tree Lighting/Skate with Santa
MICHAELS STORES 5523	100	450	5120	42100	0000	148.09	2023	Supplies for Tree Lighting/Skate with Santa
PETRO PLUS	100	450	5120	42100	0000	38.55	2023	Fuel Unit 27
VZWLSS*APOCC VISB	100	450	5120	43250	0000	91.22	2023	Recreation and Facilities Coordinator
VZWLSS*APOCC VISB	100	450	5186	43250	0000	20.62	2023	Senior Center Cell Phone
FACEBK HK66UVTM2	100	450	5186	43250	0000	40.00	2023	Advertisement for Senior Survey
SAMSLUB #6254	100	450	5186	43444	0000	334.53	2023	Soups & essentials for Dining service
COSTCO WHSE #0648	100	450	5186	43444	0000	122.87	2023	Pie, Soup, Coffee for Dining
COSTCO WHSE #0648	100	450	5186	43444	0000	13.53	2023	Salad, Milk, Apples for Dining
WAL-MART #3209	100	450	5186	43444	0000	115.64	2023	Holiday Dinner Plates, Sauces,Muffins
WAL-MART #2882	100	450	5186	43444	0000	152.71	2023	Dining Program, Mouse Traps, Tea, Salad Dressing
AMAZON MUSIC*154ZI9OW3	100	450	5186	44330	0000	11.95	2023	Amazon Music for Senior Center
PAYPAL *EBAY US	100	450	5200	42105	0000	319.20	2023	Hose reel
VZWLSS*APOCC VISB	100	450	5200	43250	0000	171.97	2023	Parks Cell Phone
TARGET 00014563	205	450	5205	42010	0000	23.92	2023	Cord to hook computer to charger
AMZN MKTP US*P38N36J23	205	450	5205	42100	0000	92.79	2023	Microphone, Displaycase for Candy
AMZN MKTP US*YE72183T3	205	450	5205	42100	0000	65.99	2023	Shelf for Concession Stand
NTE 5405	205	450	5205	42102	0000	129.94	2023	Brooms/dust pans
SAMSLUB.COM	205	450	5205	42550	0000	362.60	2023	Concessions Stock
AMZN MKTP US*YE72183T3	205	450	5205	42550	0000	44.07	2023	Concessions Stock
SAMSLUB.COM	205	450	5205	42550	0000	558.42	2023	Concessions Stock
THE WEBSTAURANT STORE INC	205	450	5205	42550	0000	847.57	2023	Concessions Stock
SAMSLUB.COM	205	450	5205	42550	0000	817.44	2023	Concessions Stock
SAMSLUB.COM	205	450	5205	42550	0000	108.94	2023	Concessions Stock
SAMS CLUB #6254	205	450	5205	42550	0000	307.80	2023	Concessions Stock
THE WEBSTAURANT STORE INC	205	450	5205	42550	0000	48.83	2023	Concessions Stock
SAMSLUB.COM	205	450	5205	42550	0000	352.22	2023	Concessions Stock
SAMSLUB #6254	205	450	5205	42550	0000	302.54	2023	Concessions Stock
USPS PO 2680000985	205	450	5205	43220	0000	56.40	2023	Mailed stick back to customer
VZWLSS*APOCC VISB	205	450	5205	43250	0000	92.46	2023	RAC Cell Phone
MENARDS MAPLE GROVE MN	205	450	5205	44010	0000	223.45	2023	Hardware, baskets, grinding/cutting wheels, linehide,etc.
ROGERS TRUE VALUE	205	450	5205	44010	0000	(7.79)	2023	Builders & Heavy hardware - Return
ROGERS TRUE VALUE	205	450	5205	44010	0000	7.79	2023	Builders & Heavy hardware - Returned
SQ *EZ SHARP	205	450	5205	44040	0000	2,190.85	2023	Skate sharpener refurbished and tuned up
SQ *SQUARE PAID SERVICES	205	450	5205	44300	0000	35.00	2023	12/23 Square Location Fee RAC
UNITED STATES ICE RINK	205	450	5205	44360	0000	99.00	2023	Recertification Test for US Ice Rink Association
WWW.SIRIUSCOM.COM	206	410	1330	43190	0000	66.00	2023	Intune Project
VCN*MONTECELLODMVCTR	400	420	2100	45500	0000	85.81	2023	New squad titles
SQ *NORTH STAR BRAINERD L	400	430	3000	45800	0000	5,693.50	2023	Scissor Lift
VCN*MONTECELLODMVCTR	400	430	3000	45800	0000	611.37	2023	Vehicle Registration for Public Works Trailer
PAYPAL *GM PARTS	601	494	9440	42103	0000	63.95	2023	Wiring harness for backup alarm
VZWLSS*APOCC VISB	601	494	9440	43250	0000	89.96	2023	Water Cell Phone
VZWLSS*APOCC VISB	602	495	9490	43250	0000	89.96	2023	Sewer Cell Phone

December 2023 US Bank P-Card Allocations								
Vendor	Account					Amount	Fiscal Year	Description
VZWRSS*APOCC VISB	603	496	9495	43250	0000	41.23	2023	Storm Water Cell Phone
AMZN MKTP US*VM5NM6NT3	609	497	9760	42000	0000	50.54	2023	RWAS copy paper, paper clips
AMZN MKTP US*XC0XV9GK3	609	497	9760	42100	0000	184.86	2023	RWAS counter lockable cases for THC
AMZN MKTP US*VM5NM6NT3	609	497	9760	42100	0000	10.25	2023	RWAS box cutters
CUB FOODS	609	497	9760	42100	0000	5.92	2023	RWAS tissues
TRUE FABRICATIONS	609	497	9760	42540	0000	278.14	2023	RWAS mix
CUB FOODS	609	497	9760	42540	0000	52.44	2023	RWAS pop for resale
TRUE FABRICATIONS	609	497	9760	42550	0000	517.18	2023	RWAS candy, veggies, cherries, salt/sugar
TRUE FABRICATIONS	609	497	9760	42580	0000	141.73	2023	RWAS holiday bags, coozies
VZWRSS*APOCC VISB	609	497	9760	43250	0000	64.35	2023	Liquor Cell Phones
CUB FOODS- ROGERS	609	497	9770	42000	0000	2.15	2023	Muni--paperclips
CUB FOODS- ROGERS	609	497	9770	42100	0000	30.49	2023	Muni fruit & tissues
CUB FOODS- ROGERS	609	497	9770	42100	0000	28.81	2023	Muni fruit & tissues
CUB FOODS- ROGERS	609	497	9770	42100	0000	14.85	2023	Muni limes
AMAZON.COM*KD9YJ7NE3	609	497	9770	42100	0000	19.58	2023	Muni--batteries for TV remotes
CUB FOODS- ROGERS	609	497	9770	42100	0000	20.75	2023	Muni fruit & tissues
HOLIDAY STATIONS 0405	609	497	9770	42540	0000	29.77	2023	Muni--pop
VZWRSS*APOCC VISB	609	497	9770	43250	0000	64.35	2023	Liquor Cell Phones
XCEL EZ-PAY FEE WEB	609	497	9770	43810	0000	17.98	2023	Muni Xcel fee to pay online
XCEL EZ-PAY WEB	609	497	9770	43810	0000	817.44	2023	Muni electric November
SQ *SQUARE PAID SERVICES	609	497	9770	44300	0000	35.00	2023	12/23 Square Location Fee Event Center
AMAZON PRIME*9G4MG85D3	609	497	9770	44330	0000	16.31	2023	Muni Prime subscription December
	100	410	1110	36233	0000	(135.63)		3rd Quarter 2023 Rebate Allocation
	100	410	1325	36233	0000	(56.92)		3rd Quarter 2023 Rebate Allocation
	100	410	1330	36233	0000	(227.38)		3rd Quarter 2023 Rebate Allocation
	100	410	1520	36233	0000	(17.82)		3rd Quarter 2023 Rebate Allocation
	100	410	1910	36233	0000	(27.24)		3rd Quarter 2023 Rebate Allocation
	100	410	1940	36233	0000	(11.75)		3rd Quarter 2023 Rebate Allocation
	100	410	1941	36233	0000	(87.84)		3rd Quarter 2023 Rebate Allocation
	100	410	1950	36233	0000	(63.81)		3rd Quarter 2023 Rebate Allocation
	100	420	2100	36233	0000	(431.88)		3rd Quarter 2023 Rebate Allocation
	100	420	2210	36233	0000	(219.11)		3rd Quarter 2023 Rebate Allocation
	100	420	2230	36233	0000	(11.62)		3rd Quarter 2023 Rebate Allocation
	100	430	3000	36233	0000	(55.93)		3rd Quarter 2023 Rebate Allocation
	100	430	3120	36233	0000	(27.70)		3rd Quarter 2023 Rebate Allocation
	100	450	5120	36233	0000	(130.42)		3rd Quarter 2023 Rebate Allocation
	100	450	5186	36233	0000	(61.64)		3rd Quarter 2023 Rebate Allocation
	100	450	5200	36233	0000	(113.17)		3rd Quarter 2023 Rebate Allocation
	205	450	5205	36233	0000	(129.37)		3rd Quarter 2023 Rebate Allocation
	203	000	0000	36233	0000	(15.91)		3rd Quarter 2023 Rebate Allocation
	601	494	9440	36233	0000	(56.89)		3rd Quarter 2023 Rebate Allocation
	602	495	9490	36233	0000	(34.80)		3rd Quarter 2023 Rebate Allocation
	603	496	9495	36233	0000	(38.23)		3rd Quarter 2023 Rebate Allocation
	609	497	9760	36233	0000	(72.06)		3rd Quarter 2023 Rebate Allocation
	609	497	9770	36233	0000	(99.39)		3rd Quarter 2023 Rebate Allocation
	100	000	0000	10100	0000	(36,184.36)		December 2023 P-Card Allocations
	205	000	0000	10100	0000	(6,630.86)		December 2023 P-Card Allocations
	203	000	0000	10100	0000	15.91		December 2023 P-Card Allocations
	206	000	0000	10100	0000	(66.00)		December 2023 P-Card Allocations
	400	000	0000	10100	0000	(6,390.68)		December 2023 P-Card Allocations
	601	000	0000	10100	0000	(97.02)		December 2023 P-Card Allocations
	602	000	0000	10100	0000	(55.16)		December 2023 P-Card Allocations
	603	000	0000	10100	0000	(3.00)		December 2023 P-Card Allocations
	609	000	0000	10100	0000	(2,231.44)		December 2023 P-Card Allocations
				Total		(51,642.61)		
				Payment Total		51,642.61		
				Difference		-		



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: January 23, 2024

Agenda Item: No. 5.4

Subject: Directing the City Attorney to Prepare Findings of Fact for the Liquor Violation at R Social

Prepared By: Stacy Scharber, Assistant City Administrator/HR Director

Recommended City Council Action

Motion to direct the City Attorney to prepare appropriate findings of fact and conclusion in support of the decision to suspend the on-sale intoxicating liquor / Sunday sale license for WR Hospitality LLC dba R Social for one day for a first violation within any three-year period and impose a civil penalty of \$500 for consideration at the next Council meeting.

Overview / Background

The Rogers Police Department conducted an alcohol compliance check on October 17, 2023 and alcohol was served to a minor undercover/decoy at R Social.

Advanced notice was sent to all alcohol establishments within the City that a compliance check will be forthcoming.

Primary Issues to Consider

A state citation has already been issued to the individual server at the establishment. At this point the Council needs to consider the following City Ordinance:

Sec 6-22 - Suspension And Revocation Of License

(a) The council shall either suspend for a period not to exceed 60 days or revoke any liquor license upon finding that the licensee has failed to comply with any provision of this article or other applicable statute or regulation relating to liquor, as provided in subsection (b) below. Neither the charging of a criminal violation nor a criminal conviction is required in order for the council to suspend or revoke a license. Except in cases of lapse of proof of financial responsibility, no suspension or revocation shall take effect until the licensee has been afforded an opportunity for a hearing pursuant to the Administrative Procedures Act, Minn. Stats. §§ 14.57—14.70, as it may be amended from time to time. The council may act as the hearing body under the act, or it may contract with the office of hearing examiners for a hearing officer.

(b) The following are the suspension and revocation penalties that shall be imposed by the council for violations of the provisions of this article or M.S. Ch. 340A, as it may be amended from time to time, or any rules promulgated under that chapter as they may be amended from time to time:

(1) For commission of a felony related to the licensed activity, sale of alcoholic beverages while the license is under suspension, sale of intoxicating liquor where the only license is for 3.2

percent malt liquor, the license shall be revoked.

(2) The licensee shall be penalized as set forth below after a finding by the city council that the licensee has failed to comply with any provision of this article or other applicable statute or regulation as set forth below:

- a. On-sale licenses set forth in section 6-10 and section 6-11 shall be suspended for at least one day for a first violation within any three year period. Off-sale licenses set forth in section 6-10 and section 6-11 may be suspended, in the discretion of the city council, for up to one day for a first violation within any three year period.
- b. On-sale licenses set forth in section 6-10 and section 6-11 shall be suspended for at least three consecutive days for a second violation within any three year period. Off-sale licenses set forth in section 6-10 and section 6-11 may be suspended, in the discretion of the city council, for up to three consecutive days for a second violation within any three year period.
- c. On-sale licenses set forth in section 6-10 and section 6-11 shall be suspended for at least seven consecutive days for a third violation within any three year period. Off-sale licenses set forth in section 6-10 and section 6-11 may be suspended, in the discretion of the city council, for up to seven consecutive days for a third violation within any three year period.
- d. Both on-sale and off-sale licenses set forth in section 6-10 and section 6-11 shall be revoked for a fourth violation within any three year period.

(3) The city council shall select the day or days during which the license will be suspended.

Staff Recommendation

Motion to direct the City Attorney to prepare appropriate findings of fact and conclusion in support of the decision to suspend the on-sale intoxicating liquor / Sunday sale license for WR Hospitality LLC dba R Social for one day for a first violation within any three-year period and impose a civil penalty of \$500 for consideration at the next Council meeting.



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: January 23, 2024

Agenda Item: No. 5.5

Subject: Approve Resolution 2024-09 Approving the Minor Subdivision Approval of Hagel Estates (11475 Tilton Trail South)

Prepared By: Alec Henderson, City Planner

Recommended City Council Action

Staff recommends approval of Resolution 2024-09 approving a minor subdivision and authorizing the recording of a final plat for Hagel Estates.

Overview / Background

Sara Nelson, representative of the Estate of John Hagel, has requested approval of the Minor Subdivision titled Hagel Estates for the property located at 11475 Tilton Trail South. Minor Subdivisions are regulated by Section 125-32. The division of land into three to no more than five lots can be approved by resolution of the council and the recording of a final plat. According to City Code this is done through a process similar to any other final plat where the requested division is only formally reviewed by the City Council.

The requested division proposes the creation of three lots. No further development or building is currently proposed. The property is zoned R1 and also falls within the Shoreland overlay district. While R1 district lot standards are still relevant to the property, the stricter lot standards required by the Shoreland Overlay district also apply.

Primary Issues to Consider

1. Land Use & Zoning
2. Lot Standards
3. Site Information

Analysis of Primary Issues

1. Land Use & Zoning

The 2040 Comprehensive Plan (2040 Plan) guides the property as **Rural Residential** and zoned as **Rural Residential (R1)**. The *typical* development guided **R1** requires a minimum of 1 acre lot size. However, where environmental protections exist, like in the Shoreland Overlay Districts, larger lots, and larger setbacks may be required which reduces the density. Tilton Lake is an unsewered natural environment lake and requires 80,000 square foot minimum lot sizes (or approximately 2 acre lots). While there is currently no sewer present, the area is not currently planned for sewer extension. All lots are proposed at over 12 acres and minimum lot performance standards for R1 and Shoreland are met.

Land Use and Zoning requirements are satisfied. Stricter shoreland lot dimensions are required.

2. Lot Standards

The lots range from 12.94 to 37.85 gross acres. The lots are adequately sized for primary and secondary septic systems. All lots are meeting the minimum 80,000 square feet lot size standards for an unsewered natural environment lake, 200 ft lot width requirement, and required structure (150 ft setback) and septic setbacks (75 ft) from Tilton Lake. No bluff is present on site. All minimum front and side setbacks as required for the R1 district are met and can be met (10 ft side setbacks). No structures are currently planned for the future vacant lots. If building permits are submitted, septic plans, surveys, and other grading information will be required due to proximity to the lake and the wetlands on site.

Lot standards are satisfied.

3. Site Information

The proposal only includes the division of the land into three parcels. Lot 2, where the Hagel home site currently exists, will remain and continue agricultural use. The proposed Lot 3 and Lot 1 are intended for sale. Future home placements are not known.

Wetlands

Wetlands have been delineated on site. No impacts are proposed at this time.

Note regarding national historic register

The Hagel Homestead is currently on the list of national historic places. This listing does not prohibit subdivision. The state historic preservation office was notified of the split and they have no comments or concerns.

Staff Recommendation

City staff recommends approval of the Minor Subdivision for Hagel Estates.

Motion to approve Resolution No. 2024-09, approving the Minor Subdivision and authorizing the recording of a Final Plat for Hagel Estates.

The Resolution proposes the following conditions:

1. The Owner shall comply with the plat opinion and complete revisions to the Final Plat as may be required by the City Attorney.
2. The Owner shall comply with comments to the revised plans from the City Engineer and make plans changes as deemed necessary by the City Engineer and Public Works department and the Community Development Department.
3. A Final Plat shall be submitted and reviewed prior to release for recording.
4. The Owners of lot 1 and lot 3 shall be responsible for paying applicable development fees upon either future subdivision of the lots or prior to issuance of building permits for future single-family homes.
5. The recording of the Final Plat shall occur within 30 days of its release by the City to the developer.

ATTACHMENTS:

Description

Resolution 2024-09 - Minor Subdivision

Proposed Division

Staff Comments

RESOLUTION NO. 2024-09

A RESOLUTION APPROVING THE MINOR SUBDIVISION FOR HAGEL ESTATES AND AUTHORIZATION FOR RECORDING FINAL PLAT

WHEREAS, Sara Nelson, representative of the Estate of John A Hale, (Owner) of real property with the PID: 3412023120001 at 11475 Tilton Trail South (Subject Property) are proposing a Minor Subdivision for property totaling approximately 80 acres, as legally described in Exhibit A; and,

WHEREAS, the Owner of the Subject Property intends to subdivide the subject property into three lots by recording a plat titled HAGEL ESTATES as shown in Exhibit B; and,

WHEREAS, City Code §121-32 authorizes minor subdivisions of property without a formal platting process provided the lot performance standards are met for the resulting lot(s), and provided no more than five lots are created, with the recording of a final plat and approval by resolution; and,

WHEREAS, it is the determination of the Zoning Administrator that the proposed minor subdivision request meets the requirements of §121-32 for authorizing the subdivision through the recording of a final plat and approval through resolution; and

WHEREAS, the property is zoned Rural Residential (R1), and is within the Shoreland Overlay District and the proposed subdivision adequately meets the minimum lot standards of the R1 district per City Code §121-55, and the performance standards for an unsewered natural environment lake according to Appendix A of City Code, Shoreland Protection; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, AS FOLLOWS: the minor subdivision of the Subject Property, creating three (3) new lots is hereby approved and the City authorizes the recording of this resolution contemporaneously with the final plat mylars conditioned upon the following:

1. The Owner shall comply with the plat opinion and complete revisions to the Final Plat as may be required by the City Attorney.
2. The Owner shall comply with comments to the revised plans from the City Engineer and make plans changes as deemed necessary by the City Engineer and Public Works department and the Community Development Department.
3. A Final Plat shall be submitted and reviewed prior to release for recording.
4. The Owners of lot 1 and lot 3 shall be responsible for paying applicable development fees upon either future subdivision of the lots or prior to issuance of building permits for future single-family homes.
5. The recording of the Final Plat shall occur within 30 days of its release by the City to the developer.

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 January, 2024.

Mayor

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTIONS

Existing Legal Description:

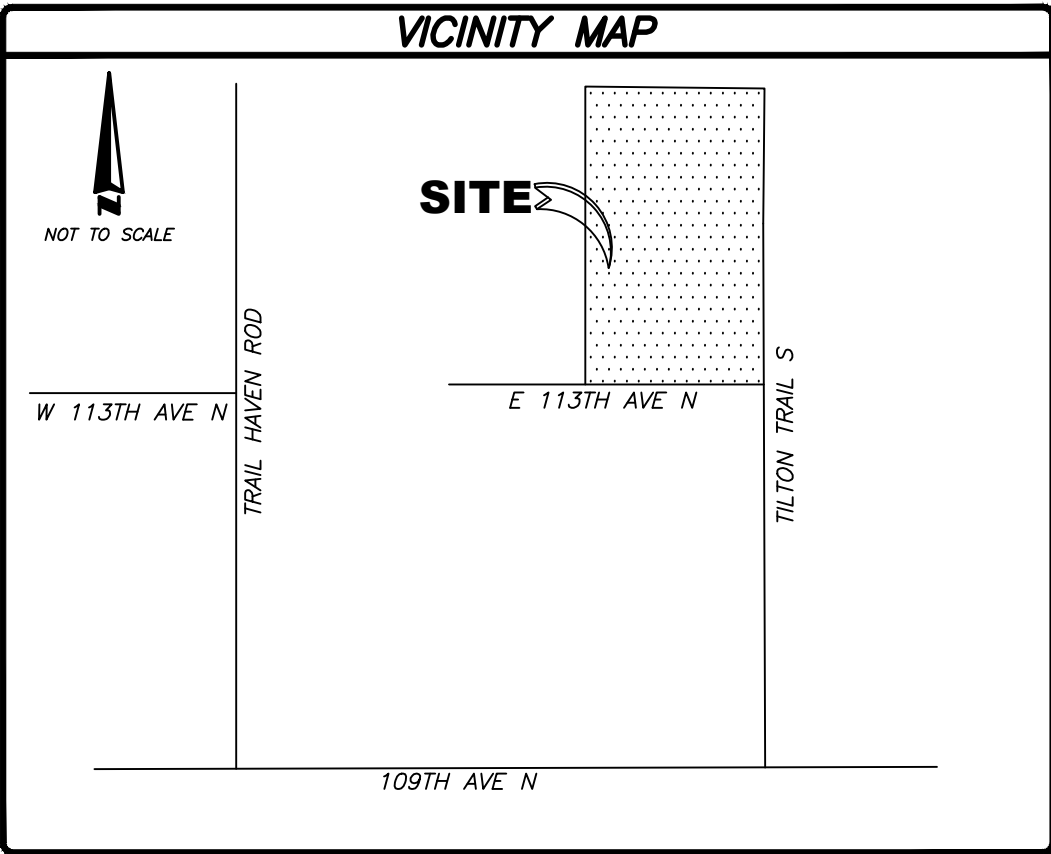
The West On-half of the Northeast Quarter of Section 34, Township 120, Range 23, Hennepin County, Minnesota.

Abstract Property.

Proposed Legal Description:

Lot 1 through Lot 3, Block 1, HAGEL ESTATES, Hennepin County, Minnesota.

EXHIBIT B
FINAL PLAT
[to be inserted]



HAGEL ESTATES

(PRELIMINARY PLAT)

C.R. DOC. NO. _____

SURVEY FOR: **Diane Welch**

ALTA SURVEY: 11/01/2023

PRELIMINARY PLAT DRAFTED: 11/15/2023

LEGAL DESCRIPTION:

The West One-half of the Northeast Quarter of Section 34, Township 120, Range 23, Hennepin County, Minnesota.

Abstract Property

CERTIFICATION: I hereby certify that this survey was prepared by me or under my direct supervision and that I am a Professional Licensed Surveyor under the Laws of the State of Minnesota.

Kaleb Kadelbach PLS 57070

NOTES CORRESPONDING TO SCHEDULE "B" ITEMS

13. Resolution No. 90-5 filed as Document No. 5792941. (PLOTTED AND SHOWN HEREON)
14. Drainage and Utility Easement Agreement filed as Document No. 9731205. (NO PLOTTABLE INFORMATION, SEE DOCUMENT FOR DETAILS)

NOTES CORRESPONDING TO SCHEDULE "B" ITEMS

13. Resolution No. 90-5 filed as Document No. 5792941. (PLOTTED AND SHOWN HEREON)
14. Drainage and Utility Easement Agreement filed as Document No. 9731205. (NO PLOTTABLE INFORMATION, SEE DOCUMENT FOR DETAILS)

PROPOSED LOTS

LOT 1, BLOCK 1
1,258,038 SQ. FT.
28.88 ACRES

LOT 2, BLOCK 1
564,096 SQ. FT.
12.94 ACRES

LOT 3, BLOCK 1
1,648,878 SQ. FT.
37.85 ACRES

SURVEYOR'S NOTES

PER TABLE A ITEM 1: MONUMENTS HAVE BEEN PLACED AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY, UNLESS OTHERWISE SHOWN HEREON

PER TABLE A ITEM 2: 11475 TILTON TRAIL S, ROGERS, MN WAS DISCLOSED IN DOCUMENTS PROVIDED AND OBSERVED AS POSTED AT THE TIME OF THE SURVEY.

PER TABLE A ITEM 4: PROPERTY CONTAINS: 80.59 ACRES (3,510,648 SQ. FT.) OF GROSS LAND AREA

PER TABLE A ITEM 8: SUBSTANTIAL ABOVE GROUND FEATURES THAT WERE OBSERVED ON THE SUBJECT PARCEL, SUCH AS PARKING AREAS, DRIVES, WALKS, PLANTERS/LANDSCAPE AREAS AND OTHER, HAVE BEEN LOCATED AS SHOWN HEREON. NOTE: THERE WERE NO OBSERVED SUBSTANTIAL AREAS OF REFUSE ON THE SUBJECT PARCEL PER THE DATE OF THIS SURVEY.

PER TABLE A ITEM 9: THERE ARE 0 STANDARD PARKING SPACES, 0 HANDICAPPED PARKING SPACES. FOR A TOTAL OF 0 PARKING SPACES WITHIN SUBJECT PROPERTY

PER TABLE A ITEM 13: ADJOINING OWNERSHIP INFORMATION SHOWN HEREON WAS OBTAINED FROM THE HENNEPIN COUNTY WEBSITE. OWNERSHIP INFORMATION IS SUBJECT TO REVISION UPON RECEIPT OF A TITLE SEARCH BY A TITLE INSURANCE COMPANY.

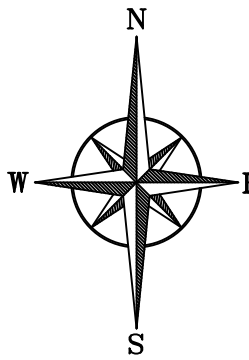
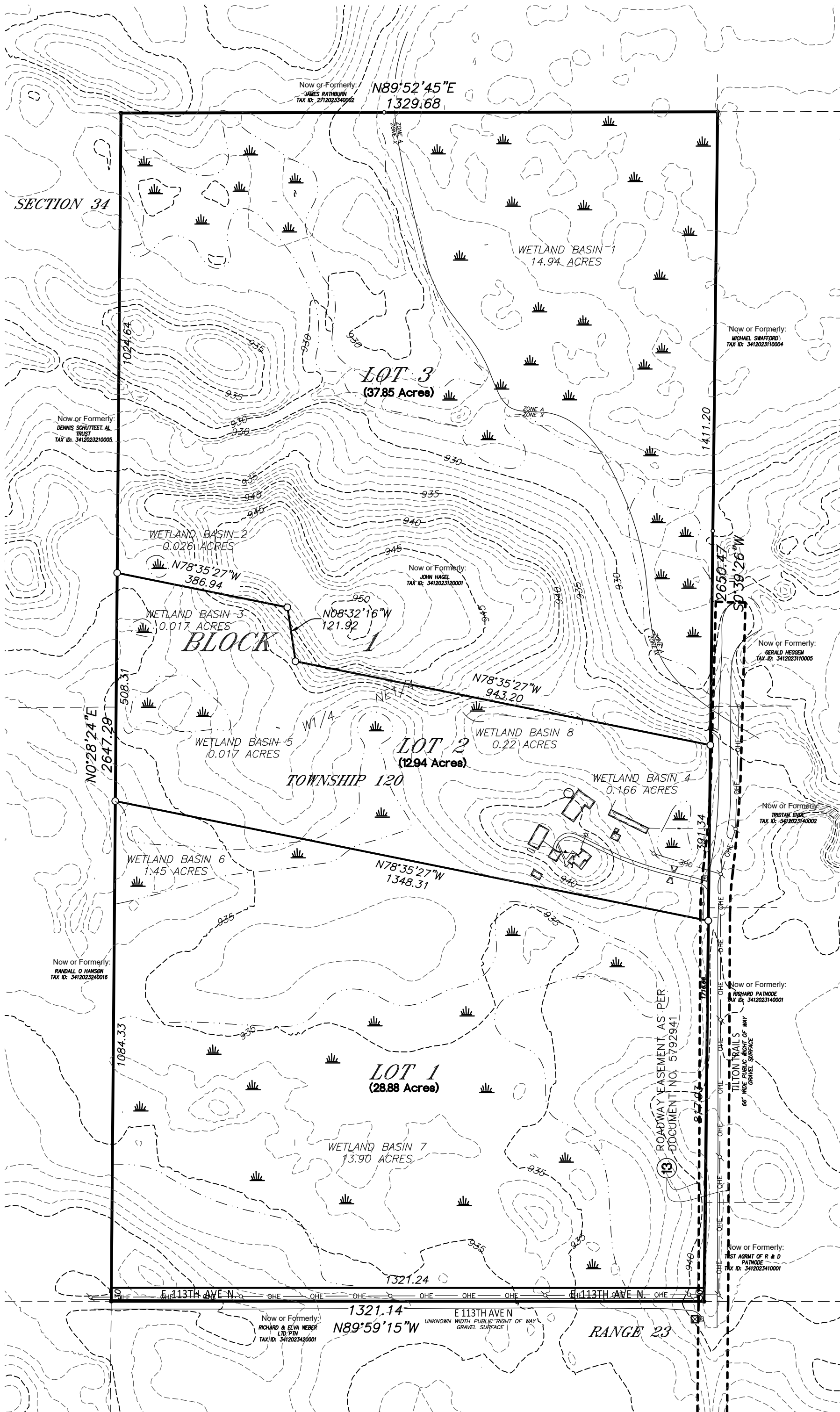
PER TABLE A ITEM 16: THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED AT THE TIME OF THE SURVEY.

PER TABLE A ITEM 17: THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AND WE ARE NOT AWARE OF ANY PROPOSED CHANGES IN STREET RIGHT OF WAY LINES.

1. BASED ON OBSERVED EVIDENCE ONLY, THE SITE DOES NOT CONTAIN ANY CEMETERIES, BURIAL GROUNDS, OR INDIVIDUAL GRAVE SITES.
2. ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO: UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, SERVITUDES, AND ENCROACHMENTS; ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
3. THE RECORD DESCRIPTIONS OF THE SUBJECT PROPERTY FORM A MATHEMATICALLY CLOSED FIGURE WITH NO GAPS, OR GORES.
4. THIS BEARING SYSTEM IS BASED ON HENNEPIN COUNTY COORDINATE SYSTEM NAD83 (2011 ADJ.).
5. PROPERTY HAS DIRECT AND PHYSICAL ACCESS TO AND FROM TILTON TRAIL S, A DULY DEDICATED PUBLIC RIGHT OF WAY.
6. WETLANDS ARE SHOWN AS DIGITIZED FROM FIGURE 5 OF DELINEATION MAP DATED 10/25/2022

FLOOD INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE "A AND X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 27053C0040F, WHICH BEARS AN EFFECTIVE DATE OF 11/04/2016, AND IS IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. ZONE "A" DENOTES AREAS DETERMINED TO BE SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT, NO BASE FLOOD ELEVATIONS DETERMINED.



SCALE

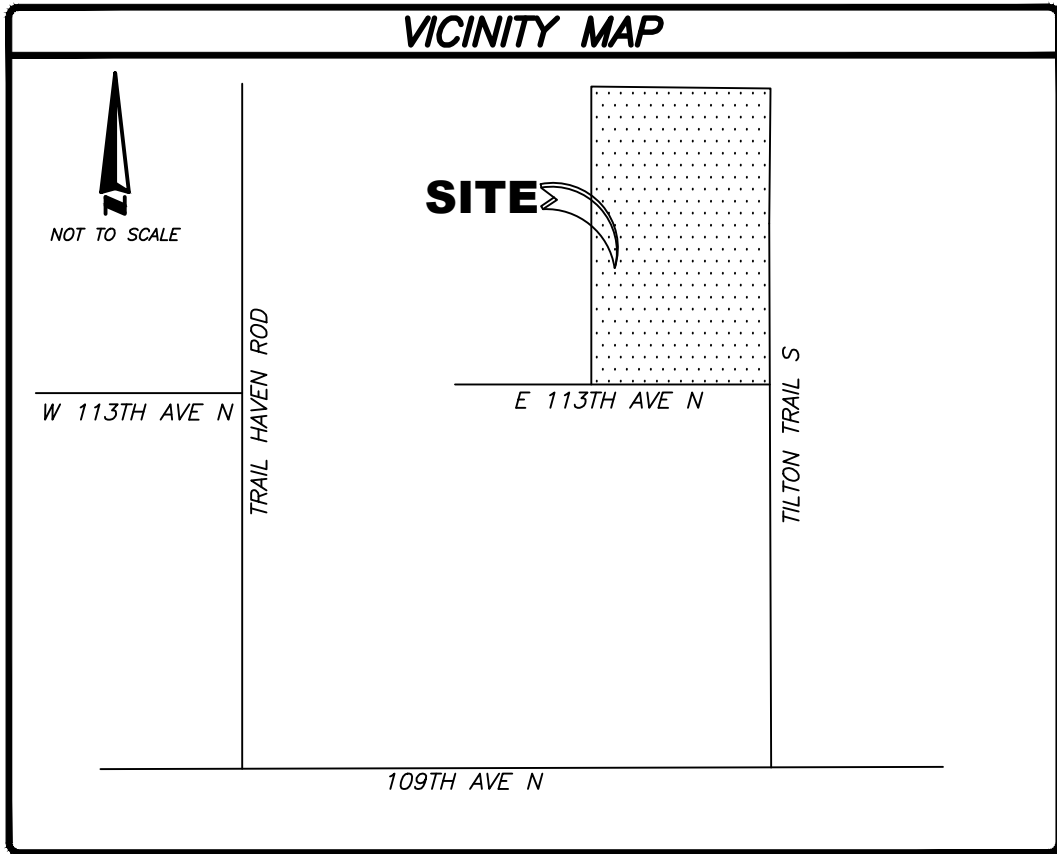


BEARINGS ARE BASED ON NAD83(2011)
HENNEPIN COUNTY COORDINATE SYSTEM

- INDICATES FOUND 1/2 INCH OPEN IRON PIPE
- INDICATES SET CAPPED 1/2 INCH X 15 INCH REBAR BEARING P.L.S. No. 57070

NORTHWESTERN
SURVEYING & ENGINEERING, INC.

JOB NO. 23722
DATE 11/15/2023



HAGEL ESTATES

(PRELIMINARY PLAT)

FINAL PLAT
NEEDED FOR
COUNTY
RECORDING. Submit
electronic copy to City
and revisions as
noted in Blue prior to
printing Mylars.

C.R. DOC. NO. _____

SURVEY FOR: **Diane Welch**

ALTA SURVEY: 11/01/2023

PRELIMINARY PLAT DRAFTED: 11/15/2023

LEGAL DESCRIPTION:

The West One-half of the Northeast Quarter of Section 34, Township 120, Range 23, Hennepin County, Minnesota.

Abstract Property

CERTIFICATION: I hereby certify that this survey was prepared by me or under my direct supervision and that I am a Professional Licensed Surveyor under the Laws of the State of Minnesota.

Kaleb Kadelbach PLS 57070

SURVEYOR'S NOTES

PER TABLE A ITEM 1: MONUMENTS HAVE BEEN PLACED AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY, UNLESS OTHERWISE SHOWN HEREON

PER TABLE A ITEM 2: 11475 TILTON TRAIL S, ROGERS, MN WAS DISCLOSED IN DOCUMENTS PROVIDED AND OBSERVED AS POSTED AT THE TIME OF THE SURVEY.

PER TABLE A ITEM 4: PROPERTY CONTAINS: 80.59 ACRES (3,510,648 SQ. FT.) OF GROSS LAND AREA

PER TABLE A ITEM 8: SUBSTANTIAL ABOVE GROUND FEATURES THAT WERE OBSERVED ON THE SUBJECT PARCEL, SUCH AS PARKING AREAS, DRIVES, WALKS, PLANTERS/LANDSCAPE AREAS AND OTHER, HAVE BEEN LOCATED AS SHOWN HEREON. NOTE: THERE WERE NO OBSERVED SUBSTANTIAL AREAS OF REFUSE ON THE SUBJECT PARCEL PER THE DATE OF THIS SURVEY.

PER TABLE A ITEM 9: THERE ARE 0 STANDARD PARKING SPACES, 0 HANDICAPPED PARKING SPACES. FOR A TOTAL OF 0 PARKING SPACES WITHIN SUBJECT PROPERTY

PER TABLE A ITEM 13: ADJOINING OWNERSHIP INFORMATION SHOWN HEREON WAS OBTAINED FROM THE HENNEPIN COUNTY WEBSITE. OWNERSHIP INFORMATION IS SUBJECT TO REVISION UPON RECEIPT OF A TITLE SEARCH BY A TITLE INSURANCE COMPANY.

PER TABLE A ITEM 16: THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED AT THE TIME OF THE SURVEY.

PER TABLE A ITEM 17: THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AND WE ARE NOT AWARE OF ANY PROPOSED CHANGES IN STREET RIGHT OF WAY LINES.

1. BASED ON OBSERVED EVIDENCE ONLY, THE SITE DOES NOT CONTAIN ANY CEMETERIES, BURIAL GROUNDS, OR INDIVIDUAL GRAVE SITES.

2. ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO: UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, SERVITUDES, AND ENCROACHMENTS; ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.

3. THE RECORD DESCRIPTIONS OF THE SUBJECT PROPERTY FORM A MATHEMATICALLY CLOSED FIGURE WITH NO GAPS, OR GORES.

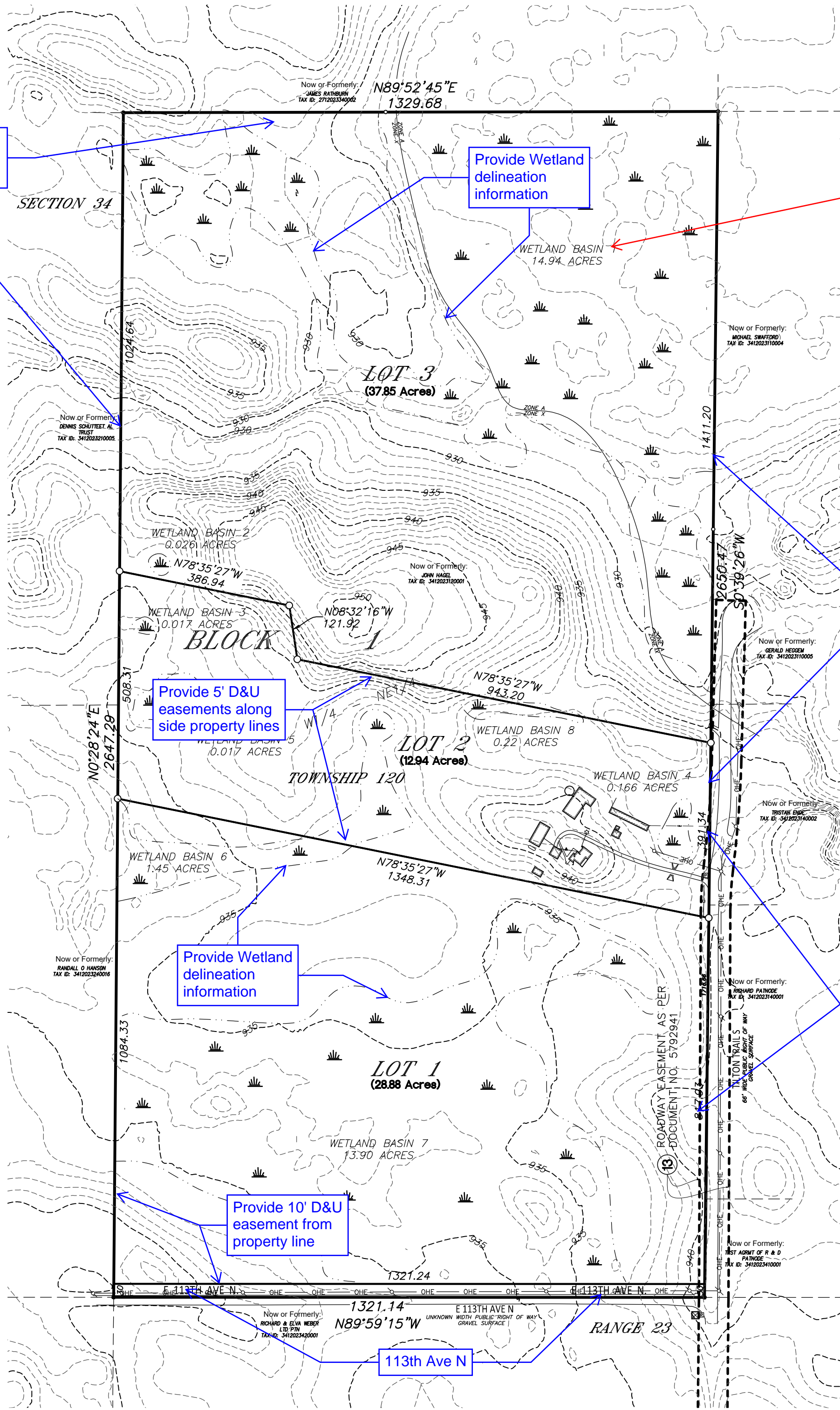
4. THIS BEARING SYSTEM IS BASED ON HENNEPIN COUNTY COORDINATE SYSTEM NAD83 (2011 ADJ.).

5. PROPERTY HAS DIRECT AND PHYSICAL ACCESS TO AND FROM TILTON TRAIL S, A DULY DEDICATED PUBLIC RIGHT OF WAY.

6. WETLANDS ARE SHOWN AS DIGITIZED FROM FIGURE 5 OF DELINEATION MAP DATED 10/25/2022

FLOOD INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE "A AND X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 27053C0040F, WHICH BEARS AN EFFECTIVE DATE OF 11/04/2016, AND IS IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. ZONE "A" DENOTES AREAS DETERMINED TO BE SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT, NO BASE FLOOD ELEVATIONS DETERMINED.



TILTON LAKE

Provide 10' D&U
easement from
property line

Provide 10' D&U easement
from road easement

Provide 10' D&U
easement from
property line

Provide 5' D&U
easements along
side property lines

Provide Wetland
delineation
information

Provide 10' D&U
easement from
property line

NOTES CORRESPONDING TO SCHEDULE "B" ITEMS

13. Resolution No. 90-5 filed as Document No. 5792941. (PLOTTED AND SHOWN HEREON)
14. Drainage and Utility Easement Agreement filed as Document No. 9731205. (NO PLOTTABLE INFORMATION, SEE DOCUMENT FOR DETAILS)

NOTES CORRESPONDING TO SCHEDULE "B" ITEMS

13. Resolution No. 90-5 filed as Document No. 5792941. (PLOTTED AND SHOWN HEREON)
14. Drainage and Utility Easement Agreement filed as Document No. 9731205. (NO PLOTTABLE INFORMATION, SEE DOCUMENT FOR DETAILS)

PROPOSED LOTS

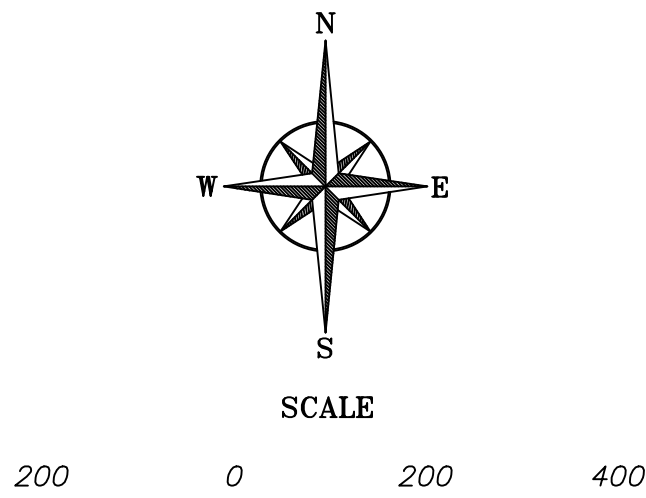
LOT 1, BLOCK 1
1,258,038 SQ. FT.
28.88 ACRES

LOT 2, BLOCK 1
564,096 SQ. FT.
12.94 ACRES

LOT 3, BLOCK 1
1,648,878 SQ. FT.
37.85 ACRES

CITY OF ROGERS PUBLIC WORKS REVIEW	<input type="checkbox"/> APPROVED
<i>Michael J. Roberts, PE</i> Michael J. Roberts, PE Assistant City Engineer Lic. No. 47074	<input type="checkbox"/> APPROVED AS NOTED
	<input checked="" type="checkbox"/> REVISE AND RESUBMIT
	<input type="checkbox"/> REJECTED

- INDICATES FOUND 1/2 INCH OPEN IRON PIPE
- INDICATES SET CAPPED 1/2 INCH X 15 INCH REBAR BEARING P.L.S. No. 57070



NORTHWESTERN
SURVEYING & ENGINEERING, INC.

JOB NO. 23722
DATE 11/15/2023



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: January 23, 2024

Agenda Item: No. 5.8

Subject: Approve Appointments to Planning Commission

Prepared By: Alec Henderson, City Planner

Recommended City Council Action

Appoint Peter Mullin and Aaron Sattersten as new Planning Commission members with a term date of 12/31/2026 and appoint Todd Kussman as an Alternate Planning Commission member with a term date of 12/31/2026.

Overview / Background

The Planning Commission has recommended the appointment of Peter Mullin and Aaron Sattersten as full Planning Commission members and Todd Kussman as an Alternate Planning Commission member following interviews with candidates at the January 8th Planning Commission meeting. Each seat is a 3-year term. The full list of Planning Commission Members and their terms are below (including the recommended appointments).

All terms are three-year terms.

<u>NAME</u>	<u>TERM EXPIRES</u>
Adam Fisher*	12/31/24
Zachary Plansky*	12/31/24
Brett Carlson (Chair)	12/31/25
Seth Stiebinger	12/31/25
Clark Lohr (Vice Chair)	12/31/25
Peter Mullin	12/31/26
Aaron Sattersten	12/31/26

ALTERNATES

Jan Cartwright	12/31/25
Todd Kussman	12/31/26

*Up for re-appointment end of 2024

Staff Recommendation

Approve the recommendations of the Planning Commission and appoint Peter Mullin and Aaron Sattersten to seated positions on the Planning Commission with a term date of 12/31/2026 and appoint Todd Kussman as an Alternate Planning Commission member with a term date of 12/31/2026.



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: January 23, 2024

Agenda Item: No. 5.9

Subject: Approve Change Order No. 1 and Payment No. 2 and Final for the 2023 Pavement Management Program, Project No. 2300

Prepared By: Mike Albers, Assistant City Engineer

Recommended City Council Action

Motion to Approve Change Order No. 1 and Payment No. 2 and Final for the 2023 Pavement Management Program, Project No. 2300

Overview / Background

The 2023 Pavement Management Program included full-depth reclamation and paving of the streets in the Cambria Farms neighborhood. This project included Dehnsfield Road from 141st Avenue (CSAH 144) to 850' north of Pembroke Circle and Pembroke Circle west of Dehnsfield Road. The project also included the rehabilitation of the Cambria Farms Park parking lot. Maidstone Way west of Dehnsfield Road was overlaid in 2019 so it was excluded from this project. This project was originally programmed in 2024 but was accelerated due to the condition of the streets.

On May 9, 2023, the City Council awarded a contract for the 2023 Pavement Management Program to Park Construction, Inc. in the amount of \$320,041.07. The project was determined to be substantially complete on November 30, 2023. There are a few punch list items remaining including verifying turf restoration and miscellaneous shoulder work in spring 2024.

Change Order No. 1 in the amount of \$15,872.92 is for Park Construction, Inc. to perform additional subgrade excavation work necessary in order to correct soft spots in the subgrade during the subgrade preparation. The first day of subgrade excavation work began using the contract unit price for subgrade excavation which was quantified by the area corrected (\$9,460.75). The second day of subgrade excavation work was quantified using the time and materials to correct the soft spots (\$6,412.17).

The original contract amount with Park Construction, Inc. for the project improvements was \$320,041.07. The total value of work certified for final payment (Payment No. 2) including Change Order 1 is \$307,992.18. The total estimated project cost at bid award including contingencies/administration/engineering/legal was \$368,047.23. The project was completed 3.8 percent under budget in the amount of \$354,191.01.

Staff Recommendation

Motion to Approve Change Order No. 1 and Payment No. 2 and Final for the 2023 Pavement Management Program, Project No. 2300

Financial Impact:

\$354,191.01

Budgeted? Yes

Source Fund: 401

Notes:**ATTACHMENTS:**

Description

Change Order No. 1

Payment No. 2 and Final

CHANGE ORDER NO.: 1

Owner:	City of Rogers	Owner's Project No.:	2300
Engineer:	City of Rogers	Engineer's Project No.:	
Contractor:	Park Construction Company	Contractor's Project No.:	
Project:	Cambria Farms Pavement Rehabilitation Project		
Date Issued:	December 5, 2023	Effective Date of Change Order:	January 9, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

During subgrade preparation it was determined that additional subgrade excavation was necessary due to soft spots in the subgrade. The first day of subgrade excavation work began using the contract unit price for subgrade excavation which was quantified by the area corrected. The second day of subgrade excavation work was quantified using the time and materials to correct the soft spots.

Attachments:

NO.	ITEM. NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT COST	AMOUNT
CO1A	2106.507	ADDITIONAL SUBGRADE EXCAVATION (Area)	355	CU YD	\$26.65	\$9,460.75
CO1B	2106.501	ADDITIONAL SUBGRADE EXCAVATION (Time and Material)	1	LUMP SUM	\$6,412.17	\$6,412.17
Net Change This Change Order						\$ 15,872.92

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 320,041.07		Substantial Completion: October 6, 2023	
		Ready for final payment: November 30, 2023	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ NA		Substantial Completion: NA	
		Ready for final payment: NA	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 320,041.07		Substantial Completion: October 6, 2023	
		Ready for final payment: November 30, 2023	
[Increase] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 15,872.92		Substantial Completion: NA	
		Ready for final payment: NA	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 335,913.99		Substantial Completion: October 6, 2023	
		Ready for final payment: November 30, 2023	

CHANGE ORDER NO.: 1

Recommended by Engineer

Accepted by Contractor

By:

Title: Mike Albers, Assistant City Engineer

Date: _____

Authorized by Owner

By:

Title: Doran Cote, Public Works Director

Date: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

FROM CONTRACTOR:

Park Construction Company
1481 81st Avenue NE
Minneapolis, MN 55432

TO OWNER:

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

APPLICATION #: 2-FINAL DRAFT
FOR PERIOD ENDING : December 5, 2023

CONTRACT DATE: May 10, 2023

CONTRACT FOR: Cambria Farms Pavement Rehabilitation Project

PROJECT NOS: 2300

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

1. ORIGINAL CONTRACT SUM.	\$	320,041.07
2. Net change by Change Orders.	\$	15,872.92
3. CONTRACT SUM TO DATE (Line 1 +/- 2).	\$	335,913.99
4. TOTAL COMPLETED & STORED TO DATE		
a. Completed Work to Date	\$	307,992.18
b. Stored Materials to Date	\$	-
c. Total Completed & Stored (Line 4a + 4b).	\$	307,992.18
5. RETAINAGE:		
a. _____ of Completed Work	\$	-
b. _____ of Stored Materials	\$	-
c. Total Retainage (Line 5a + 5b).	\$	-
6. TOTAL EARNED LESS RETAINAGE.	\$	307,992.18
(Line 4c less Line 5c Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate).	\$	276,944.44
8. CURRENT PAYMENT DUE.	\$	31,047.74
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6).	\$	27,921.81

CONTRACTOR: Park Construction Company

Title: _____ Date: _____

Signature

CERTIFICATE FOR PAYMENT

This is to certify that the items of work shown in this Application for Payment have been actually furnished for the work comprising the above mentioned project in accordance with the plans and specifications and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Project Manager/Inspector
City of Rogers

Public Works Director
City of Rogers

Date: _____

Date: _____

AMOUNT CERTIFIED **\$ 31,047.74**

PAY REQUEST NO. 2 - FINAL DRAFT

CAMBRIA FARMS PAVEMENT REHABILITATION CITY PROJECT NO. 2300 FOR THE PERIOD ENDING DECEMBER 5, 2023							PROJECT TOTAL				ROADWAY			
CONTRACT							CURRENT		TOTAL TO DATE		CURRENT		TOTAL TO DATE	
NO.	ITEM. NO.	ITEM DESCRIPTION	QTY	UNITS	UNIT COST	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
1	2021.501	MOBILIZATION	1.00	LUMP SUM	\$27,500.00	\$27,500.00			1.00	\$27,500.00			1.00	\$27,500.00
2	2104.502	REMOVE CASTING	2	EACH	\$221.95	\$443.90			2.00	\$443.90			2.00	\$443.90
3	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	65	LIN FT	\$5.10	\$331.50			64.00	\$326.40			64.00	\$326.40
4	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	312	LIN FT	\$3.05	\$951.60			230.00	\$701.50			230.00	\$701.50
5	2104.503	REMOVE CURB AND GUTTER	233	LIN FT	\$7.40	\$1,724.20			208.00	\$1,539.20			208.00	\$1,539.20
6	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	49	SQ YD	\$16.00	\$784.00			45.00	\$720.00			45.00	\$720.00
7	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	142	SQ YD	\$11.75	\$1,668.50			142.00	\$1,668.50			142.00	\$1,668.50
8	2104.504	REMOVE BITUMINOUS PAVEMENT	30	SQ YD	\$13.65	\$409.50			30.00	\$409.50			30.00	\$409.50
9	2106.507	EXCAVATION - SUBGRADE	50	CU YD	\$26.65	\$1,332.50			50.00	\$1,332.50			50.00	\$1,332.50
10	2112.619	SHOULDER PREPARATION	24.50	RDST	\$98.10	\$2,403.45			24.50	\$2,403.45			24.50	\$2,403.45
11	2123.610	SKID LOADER	15	HOUR	\$142.60	\$2,139.00								
12	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	30	HOUR	\$0.01	\$0.30								
13	2130.523	WATER	20	MGAL	\$49.90	\$998.00	12.00	\$598.80	12.00	\$598.80	12.00	\$598.80	12.00	\$598.80
14	2211.507	AGGREGATE BASE (CV) CLASS 5	42	CU YD	\$0.01	\$0.42								
15	2215.504	FULL DEPTH RECLAMATION	9,997	SQ YD	\$1.65	\$16,495.05			9,997.00	\$16,495.05			9,997.00	\$16,495.05
16	2215.507	HAUL FULL DEPTH RECLAMATION (LV)	876	CU YD	\$15.70	\$13,753.20			876.00	\$13,753.20			876.00	\$13,753.20
17	2231.604	BITUMINOUS PATCH SPECIAL	5	SQ YD	\$172.00	\$860.00			5.00	\$860.00			5.00	\$860.00
18	2301.602	DRILL & GROUT DOWEL BAR (EPOXY COATED)	78	EACH	\$28.55	\$2,226.90			78.00	\$2,226.90			78.00	\$2,226.90
19	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	571	GAL	\$2.35	\$1,341.85			400.00	\$940.00			400.00	\$940.00
20	2360.504	TYPE SP 9.5 WEARING COURSE MIX (3,B) 1.5" THICK DRIVEWAYS	298	SQ YD	\$17.75	\$5,289.50			239.00	\$4,242.25			239.00	\$4,242.25
21	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) (SPWEA330C)	1,304	TON	\$83.85	\$109,340.40			1,262.69	\$105,876.56			1,262.69	\$105,876.56
22	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C) (SPWEB330C)	1,170	TON	\$80.70	\$94,419.00			1,087.35	\$87,749.15			1,087.35	\$87,749.15
23	2504.602	REPAIR IRRIGATION SYSTEM - SINGLE FAMILY	2	EACH	\$395.50	\$791.00			2.00	\$791.00			2.00	\$791.00
24	2506.502	CASTING ASSEMBLY	2	EACH	\$819.15	\$1,638.30			2.00	\$1,638.30			2.00	\$1,638.30
25	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	46	SQ YD	\$81.75	\$3,760.50			45.00	\$3,678.75			45.00	\$3,678.75
26	2531.603	CONCRETE CURB AND GUTTER SURMOUNTABLE	254	LIN FT	\$31.35	\$7,962.90			228.00	\$7,147.80			228.00	\$7,147.80
27	2563.601	TRAFFIC CONTROL	1.00	LUMP SUM	\$765.00	\$765.00			1.00	\$765.00			1.00	\$765.00
28	2573.501	STABILIZED CONSTRUCTION EXIT	1.00	LUMP SUM	\$0.01	\$0.01								
29	2573.502	STORM DRAIN INLET PROTECTION	2	EACH	\$190.00	\$380.00								
30	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	4,933	LIN FT	\$2.55	\$12,579.15			1,695.00	\$4,322.25			1,695.00	\$4,322.25
31	2574.507	COMMON TOPSOIL BORROW	40	CU YD	\$84.35	\$3,374.00			8.00	\$674.80			8.00	\$674.80
32	2574.508	FERTILIZER TYPE 3	68	POUND	\$1.05	\$71.40			68.00	\$71.40			68.00	\$71.40
33	2575.505	SEEDING	0.34	ACRE	\$306.00	\$104.04			0.10	\$30.60			0.10	\$30.60
34	2575.508	SEED MIXTURE 25-141	20	POUND	\$6.10	\$122.00			25.00	\$152.50			25.00	\$152.50
35	2575.508	HYDRAULIC MULCH MATRIX	250	POUND	\$10.20	\$2,550.00			300.00	\$3,060.00			300.00	\$3,060.00
36	2575.523	RAPID STABILIZATION METHOD 3	3	MGAL	\$510.00	\$1,530.00								
Contract Total								\$598.80		\$292,119.26		\$598.80		\$292,119.26
CO1A	2106.507	ADDITIONAL SUBGRADE EXCAVATION (Area)	355	CU YD	\$26.65	\$9,460.75	355.00	\$9,460.75	355.00	\$9,460.75	355.00	\$9,460.75	355.00	\$9,460.75
CO1B	2106.501	ADDITIONAL SUBGRADE EXCAVATION (Time and Material)	1	LUMP SUM	\$6,412.17	\$6,412.17	1.00	\$6,412.17	1.00	\$6,412.17	1.00	\$6,412.17	1.00	\$6,412.17
Change Order Total								\$15,872.92		\$15,872.92		\$15,872.92		\$15,872.92
PROJECT TOTALS								\$16,471.72		\$307,992.18		\$16,471.72		\$307,992.18



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: January 23, 2024

Agenda Item: No. 5.10

Subject: Approval of Resolution No. 2024-07 Accepting Storm Sewer Improvements And Authorizing a Financial Security Reduction for Harvest View 1st Addition

Prepared By: Sara Gilbert, Economic Development Coordinator

Recommended City Council Action

Motion to Approve Resolution No. 2024-07, A Resolution Accepting Storm Sewer Improvements And Authorizing A Financial Security Reduction For Harvest View 1st Addition.

Overview / Background

Council Approved the Harvest View 1st Addition with Tamarack Land - Harvest View, A Limited Liability Corporation, on June 13, 2022. The development agreement required the developer provide financial security on the improvements stated in the development agreement.

The developer is requesting a reduction in the financial security to reflect a portion of storm sewer and road improvements that are complete. Staff has reviewed the request and recommends reducing the financial security accordingly. Lastly, storm sewer is fully complete and is being accepted for continuous maintenance; a two-year warranty bond will be obtained as required by the Development Agreement.

Staff Recommendation

Motion to Approve No. 2024-07. A Resolution Accepting Storm Sewer Improvements And Authorizing A Financial Security Reduction for Harvest View 1st Addition.

ATTACHMENTS:

Description

Resolution No.2024-07

RESOLUTION NO. 2024 - 07

**ACCEPTING STORM SEWER IMPROVEMENTS AND AUTHORIZING A
FINANCIAL SECURITY REDUCTION FOR HARVEST VIEW 1ST ADDITION**

WHEREAS, in accordance with the Development Agreement dated June 13, 2022, Tamarack Land – Harvest View, a Limited Liability Corporation, developer of Harvest View 1st Addition, has agreed to install certain improvements for said development, and

WHEREAS, the developer has completed a portion of the improvements as noted below; and

WHEREAS, the developer has requested a reduction of the required financial guarantee to reflect the completed work.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Rogers, County of Hennepin, Minnesota, that the financial guarantee requirements are reduced as follows below and that the required guarantee for the items be reduced from \$453,243 to \$195,595:

Category	Original Amount	Current Amount	New Amount	% of Original Amount
Landscaping - \$1,000/Unit	40,000.00	40,000.00	38,748.00	97%
Road Improvements	613,576.00	184,073.00	152,847.00	25%
Utility Improvements - (Storm Sewer)	763,901.00	229,170.00	-	0%
Utility Improvements - (Watermain)	301,713.00	-	-	0%
Utility Improvements - (Sanitary Sewer)	196,760.00	-	-	0%
Total	1,915,951.00	453,243.00	191,595.00	10%

BE IT FURTHER RESOLVED, that the storm sewer improvements are accepted for continuous maintenance as of January 23, 2024.

Councilmember _____ moved, Councilmember _____ seconded the motion.

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 January 23, 20224

Mayor

ATTEST:

City Clerk



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: January 23, 2024

Agenda Item: No. 5.11

Subject: Approve Change Order No. 1 and Payment No. 2 and Final for the Maple Avenue and Sugar Lane Mill & Overlay, Project No. 2301

Prepared By: Mike Albers, Assistant City Engineer

Recommended City Council Action

Motion to Approve Change Order No. 1 and Payment No. 2 and Final for the Maple Avenue and Sugar Lane Mill & Overlay, Project No. 2301

Overview / Background

The Maple Avenue and Sugar Lane Mill & Overlay included a 2" mill and overlay of the streets in the project area. The project area includes Maple Avenue from Main Street to Sugar Lane; Sugar Lane from Maple Avenue to the cul-de-sac; and Sugar Street from Maple Avenue to the cul-de-sac. This project was originally programmed in 2021 as part of a potential Main Street reconstruction but was postponed due to the uncertainty of the Main Street reconstruction work with the County.

On July 11, 2023, the City Council awarded a contract for the Maple Avenue and Sugar Lane Mill & Overlay to Asphalt Surface Technologies Corporation (a/k/a ASTECH Corp.) in the amount of \$191,641.87. The project was determined to be substantially complete on November 30, 2023. There are a minor punch list item remaining which includes verifying turf restoration in spring 2024.

Change Order No. 1 in the amount of \$5,800.00 is for ASTECH Corp. to perform additional street patching due to thin spots in the bituminous base after the bituminous milling operation was completed.

The original contract amount with ASTECH Corp. for the project improvements was \$191,641.87. The total value of work certified for final payment (Payment No. 2) including change order 1 is \$186,117.48. The total estimated project cost at bid award including contingencies/administration/engineering/legal was \$220,338.15. The project was completed 2.86 percent under budget in the amount of \$214,035.10.

Primary Issues to Consider

Staff Recommendation

Motion to Approve Change Order No. 1 and Payment No. 2 and Final for the Maple Avenue and Sugar Lane Mill & Overlay, Project No. 2301

Financial Impact:

\$214,035.10

Budgeted? Yes

Source Fund: 401

Notes:

ATTACHMENTS:

Description

Change Order No. 1

Payment No. 2 and Final

CHANGE ORDER NO.: 1

Owner:	City of Rogers	Owner's Project No.:	2301
Engineer:	City of Rogers	Engineer's Project No.:	
Contractor:	Asphalt Surface Technologies Corporation	Contractor's Project No.:	
Project:	Maple Avenue and Sugar Lane Mill & Overlay		
Date Issued:	December 5, 2023	Effective Date of Change Order:	January 9, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

During inspection of the bituminous base after bituminous milling, it was determined that additional street patching was necessary due to thin spots in the bituminous base as well as areas of missing bituminous base.

Attachments:

NO.	ITEM. NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT COST	AMOUNT
CO1	2360.601	STREET PATCHING	1	LUMP SUM	\$5,800.00	\$5,800.00
Net Change This Change Order						\$ 5,800.00

Change in Contract Price

Original Contract Price:
\$ <u>191,641.87</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] :
\$ <u>NA</u>
Contract Price prior to this Change Order:
\$ <u>191,641.87</u>
[Increase] this Change Order:
\$ <u>5,800.00</u>
Contract Price incorporating this Change Order:
\$ <u>197,441.87</u>

Change in Contract Times

Original Contract Times:
Substantial Completion: <u>October 6, 2023</u>
Ready for final payment: <u>November 30, 2023</u>
[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] :
Substantial Completion: <u>NA</u>
Ready for final payment: <u>NA</u>
Contract Times prior to this Change Order:
Substantial Completion: <u>October 6, 2023</u>
Ready for final payment: <u>November 30, 2023</u>
[Increase] [Decrease] this Change Order:
Substantial Completion: <u>NA</u>
Ready for final payment: <u>NA</u>
Contract Times with all approved Change Orders:
Substantial Completion: <u>October 6, 2023</u>
Ready for final payment: <u>November 30, 2023</u>

CHANGE ORDER NO.: 1

Recommended by Engineer

Accepted by Contractor

By:

Title: Mike Albers, Assistant City Engineer

Date: _____

Authorized by Owner

By:

Title: Doran Cote, Public Works Director

Date: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

FROM CONTRACTOR:

Asphalt Surface Technologies Corporation
PO Box 1025
St. Cloud, MN, 56302

TO OWNER:

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

APPLICATION #: 2-FINAL
FOR PERIOD ENDING : December 5, 2023

CONTRACT DATE: July 11, 2023

CONTRACT FOR: Maple Avenue and Sugar Lane Mill & Overlay

PROJECT NOS: 2301

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

1. ORIGINAL CONTRACT SUM.	\$	191,641.87
2. Net change by Change Orders.	\$	5,800.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2).	\$	197,441.87
4. TOTAL COMPLETED & STORED TO DATE		
a. Completed Work to Date	\$	186,117.48
b. Stored Materials to Date	\$	-
c. Total Completed & Stored (Line 4a + 4b).	\$	186,117.48
5. RETAINAGE:		
a. _____ of Completed Work	\$	-
b. _____ of Stored Materials	\$	-
c. Total Retainage (Line 5a + 5b).	\$	-
6. TOTAL EARNED LESS RETAINAGE.	\$	186,117.48
(Line 4c less Line 5c Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate).	\$	171,301.61
8. CURRENT PAYMENT DUE.	\$	14,815.87
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6).	\$	11,324.39

CONTRACTOR: Asphalt Surface Technologies Corporation

Title: _____ Date: _____

Signature

CERTIFICATE FOR PAYMENT

This is to certify that the items of work shown in this Application for Payment have been actually furnished for the work comprising the above mentioned project in accordance with the plans and specifications and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Project Manager/Inspector
City of Rogers

Public Works Director
City of Rogers

Date: _____

Date: _____

AMOUNT CERTIFIED **\$ 14,815.87**

PAY REQUEST NO. 2 - FINAL														
MAPLE AVENUE AND SUGAR LANE MILL & OVERLAY CITY PROJECT NO. 2301 FOR THE PERIOD ENDING DECEMBER 5, 2023			CONTRACT				PROJECT TOTAL				ROADWAY			
							CURRENT		TOTAL TO DATE		CURRENT		TOTAL TO DATE	
NO.	ITEM NO.	ITEM DESCRIPTION	QTY	UNITS	UNIT COST	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
1	2021.501	MOBILIZATION	1.00	LUMP SUM	\$11,000.00	\$11,000.00			1.00	\$11,000.00			1.00	\$11,000.00
2	2104.502	REMOVE CASTING	2	EACH	\$330.00	\$660.00			2.00	\$660.00			2.00	\$660.00
3	2104.502	REMOVE DRAINAGE STRUCTURE	2	EACH	\$550.00	\$1,100.00			2.00	\$1,100.00			2.00	\$1,100.00
4	2104.503	REMOVE CURB & GUTTER	515	LIN FT	\$6.05	\$3,115.75			475.00	\$2,873.75			475.00	\$2,873.75
5	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	14	SQ YD	\$16.50	\$231.00								
6	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	75	SQ YD	\$11.00	\$825.00			50.00	\$550.00			50.00	\$550.00
7	2104.504	REMOVE BITUMINOUS PAVEMENT	172	SQ YD	\$8.80	\$1,513.60			137.00	\$1,205.60			137.00	\$1,205.60
8	2104.518	REMOVE CONCRETE WALK	20	SQ FT	\$13.20	\$264.00			20.00	\$264.00			20.00	\$264.00
9	2104.601	SALVAGE AND REINSTALL LANDSCAPE STRUCTURES	1	LUMP SUM	\$3,850.00	\$3,850.00			1.00	\$3,850.00			1.00	\$3,850.00
10	2104.618	SALVAGE & REINSTALL BRICK PAVERS	50.00	SQ FT	\$35.20	\$1,760.00			4.00	\$140.80			4.00	\$140.80
11	2123.61	SKID LOADER	10	HOUR	\$125.00	\$1,250.00								
12	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	20	HOUR	\$165.00	\$3,300.00			9.00	\$1,485.00			9.00	\$1,485.00
13	2231.604	BITUMINOUS PATCHING MIXTURE	172	SQ YD	\$30.25	\$5,203.00			137.00	\$4,144.25			137.00	\$4,144.25
14	2232.504	MILL BITUMINOUS SURFACE (2.0")	6,661	SQ YD	\$2.20	\$14,654.20			6,661.00	\$14,654.20			6,661.00	\$14,654.20
15	2301.602	DRILL & GROUT DOWEL BAR (EPOXY COATED)	150	EACH	\$35.20	\$5,280.00			118.00	\$4,153.60			118.00	\$4,153.60
16	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	667	GAL	\$3.00	\$2,001.00			625.00	\$1,875.00			625.00	\$1,875.00
17	2360.504	TYPE SP 9.5 WEAR CRS MIX (2.B) 3.0" THICK	75	SQ YD	\$33.00	\$2,475.00			50.00	\$1,650.00			50.00	\$1,650.00
18	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2.C)	687	TON	\$98.01	\$67,332.87			780.64	\$76,510.53			780.64	\$76,510.53
19	2433.603	SAW & SEAL JOINT	249	LIN FT	\$22.00	\$5,478.00			221.00	\$4,862.00			221.00	\$4,862.00
20	2504.602	ADJUST GATE VALVE & BOX	3	EACH	\$440.00	\$1,320.00			2.00	\$880.00			2.00	\$880.00
21	2504.602	IRRIGATION SYSTEM REPAIR	5	EACH	\$198.00	\$990.00			3.00	\$594.00			3.00	\$594.00
22	2506.502	CASTING ASSEMBLY	2	EACH	\$1,650.00	\$3,300.00								
23	2506.502	ADJUST FRAME & RING CASTING	7	EACH	\$880.00	\$6,160.00			9.00	\$7,920.00			9.00	\$7,920.00
24	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	4	LIN FT	\$1,375.00	\$5,500.00			3.00	\$4,125.00			3.00	\$4,125.00
25	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	4	LIN FT	\$2,420.00	\$9,680.00			4.00	\$9,680.00			4.00	\$9,680.00
26	2506.602	CHIMNEY SEAL	7	EACH	\$220.00	\$1,540.00			7.00	\$1,540.00			7.00	\$1,540.00
27	2521.518	4" CONCRETE WALK	20.00	SQ FT	\$22.00	\$440.00			20.00	\$440.00			20.00	\$440.00
28	2531.503	CONCRETE CURB & GUTTER DESIGN SPECIAL	515.00	LIN FT	\$40.15	\$20,677.25			475.00	\$19,071.25			475.00	\$19,071.25
29	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	14	SQ YD	\$192.50	\$2,695.00								
30	2557.602	REPAIR DOG FENCE	5	EACH	\$150.00	\$750.00								
31	2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$880.00	\$880.00			1.00	\$880.00			1.00	\$880.00
32	2573.502	STORM DRAIN INLET PROTECTION	13	EACH	\$137.50	\$1,787.50			15.00	\$2,062.50			15.00	\$2,062.50
33	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	500.00	LIN FT	\$3.00	\$1,500.00								
34	2574.507	COMMON TOPSOIL BORROW	39.00	CU YD	\$60.00	\$2,340.00			20.00	\$1,200.00			20.00	\$1,200.00
35	2574.508	FERTILIZER TYPE 3	17.00	POUND	\$5.50	\$93.50			8.00	\$44.00			8.00	\$44.00
36	2575.505	SEEDING	0	ACRE	\$3,300.00	\$330.00			0.10	\$330.00			0.10	\$330.00
37	2575.508	SEED MIXTURE 25-151	6	POUND	\$8.80	\$52.80			15.00	\$132.00			15.00	\$132.00
38	2575.508	HYDRAULIC STABILIZED FIBER MATRIX	142	POUND	\$2.20	\$312.40			200.00	\$440.00			200.00	\$440.00
Contract Total						\$191,641.87							\$180,317.48	
CO1	2360.601	STREET PATCHING (TIME AND MATERIAL)	1	LUMP SUM	\$5,800.00	\$5,800.00	1.00	\$5,800.00	1.00	\$5,800.00	1.00	\$5,800.00	1.00	\$5,800.00
Change Order Total			\$5,800.00			\$5,800.00		\$5,800.00		\$5,800.00		\$5,800.00		
PROJECT TOTALS						\$197,441.87	\$5,800.00		\$5,800.00		\$5,800.00		\$186,117.48	



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: January 23, 2024

Agenda Item: No. 5.12

Subject: Approval of a Proposal by Sambatek for Platting Services at City-owned Property Along County Road 81

Prepared By: Brett Angell, Community Development Director

Recommended City Council Action

Motion to approve a proposal for professional services with Sambatek for the platting of city-owned property along County Road 81 and authorizing the Community Development Director to execute the scope of work.

Overview / Background

At the October 24th, 2023 meeting, the City Council approved a purchase agreement for the sale of a portion of city-owned property along County Road 81 (PID 23-120-23-41-0006) to Structure Real Estate to facilitate the future development of a small bay warehouse facility. Per terms of this agreement, the city is responsible for creating the legal parcel which would be sold as part of this transaction.

Sambatek has submitted a proposal to re-plat the property and additional adjacent city-owned properties. The proposed re-plat would include PIDs 23-120-23-41-0006, 23-120-23-41-0002, 24-120-23-32-0015, and 24-120-23-33-0006 (as shown on the attached location map). The proposed re-plat would clean-up the existing property lines and aid in any future development. The proposal would create two parcels which have development parcel (including the above mentioned sale), one parcel which would be nearly entire wetland and will be held by the city, and one parcel which would contain the lift station and wetland area. Attached is a diagram showing the proposed platting concept.

The proposed costs by Sambatek for the surveying and platting services is \$22,975. A majority of these costs are related to the surveying services needed for the property and its total size. Sambatek is qualified to perform this work and is currently doing the re-platting of the city-owned property along Northdale Blvd (former Hardees) as well.

Staff Recommendation

Staff recommends the City Council approve the scope of work submitted by Sambatek for platting services of city-owned property and recommends the Council authorizes the Community Development Director execute the agreement.

Financial Impact: \$22,975 **Budgeted?** No **Source Fund:** EDA Fund

Notes:

ATTACHMENTS:

Description

Sambatek Scope of Work

Location Map

Proposed Plat Design



CITY OF ROGERS – COUNTY ROAD 81 REPLAT – PROJECT # 52768

PROPOSAL FOR SURVEYING SERVICES

JANUARY 8, 2024



12800 Whitewater Drive, Suite 300,
Minnetonka, MN 55343



January 8, 2024

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

SUBJECT: City of Rogers
County Road 81 Replat
Project #52768
Proposal for Surveying Services

Dear Mr. Angell:

We appreciate this opportunity to submit a proposal for our professional services in conjunction with the County Road 81 replat project in the City of Rogers, Minnesota. Sambatek has provided consulting services in the region for over 55 years. Based on our correspondence, the required Scope of Services is laid out below and on the following pages. We are looking forward to the opportunity to partner with you.

Sambatek understands that you are requesting a proposal for a boundary survey, preliminary plat, and a final subdivision plat for the properties (PID 23-120-23-41-0006, 23-120-23-41-0002, 24-120-23-32-0015, and 24-120-23-33-0006) to be platted as four lots.

Sincerely,
Sambatek, LLC

Jason Lempola
Practice Leader
email@sambatek.com
612.990.0976

Enclosures: Sambatek Professional Services Agreement
Standard Hourly Rate Schedule



Scope of Services

1. BOUNDARY SURVEY

Sambatek shall prepare a survey of the aforementioned property. The survey will depict the following:

- Retrace property lines and set monumentation as needed.
- Depict easements and right-of-way information affecting the property as provided by the client and/or located by evidence in the field.
- Locate and map visible and/or marked underground utilities and appurtenances as marked through a Gopher State One Call utility locate request.
- Locate and map surface features (i.e., fences, structures, etc.) derived from “boots on the ground” data collection on the subject property and on adjoining properties within five feet of the property lines, where accessible.
- Utilize NWI map data to depict wetlands.

Please allow 20 business days to complete the survey from Sambatek’s receipt of a signed copy of the enclosed Professional Services Agreement, title commitment, and approved access to the property. The deliverable product will be a PDF file of the signed survey.

2. SUBDIVISION PLAT/REGISTERED LAND SURVEY

Sambatek proposes to provide a preliminary plat drawing that meets the requirements for the City of Rogers, and lot lines layout per your approval based on the sketch provided. The deliverable product will be a PDF of the preliminary plat and the number of hard copies required by the City of Rogers.

Sambatek also proposes to provide a final subdivision plat drawing that meets the requirements of the City of Rogers, the Hennepin County Surveyor’s office, and the State of Minnesota statutes regarding subdivision plats. Prior to submitting the plat to the city and county for review, Sambatek will need to send a survey crew to the site to locate the property corners and search for signs of occupation, such as tree lines, plow lines, mow lines, and fences. The deliverable product will be a PDF of the subdivision plat drawings, hard copies required by the City of Rogers and Hennepin County, along with mylar hard copies suitable for recording. The production of hard copies of mylar will be billed as a reimbursable expense. This proposal also includes the fees required to return to the site to set the required property corner monuments just prior to the recording of the plat or within one calendar year of its recording per state statute.

The Hennepin County Surveying Department will need to review the subdivision plat. This county review process can run concurrently with the city review process. Submission to the County Surveyor’s Office for review and approval will require a plat checking fee, which we request you provide at the time of submission.

The schedule for approval of a subdivision plat is typically 60 to 90 days from the initial submission to the City Planning Department and County Surveyor’s office.



Client Responsibility

The client will be responsible for and provide the following:

- Title commitment and associated documents.
- Name of the entity that will own the property when the plat is recorded, the state the entity is registered within the Secretary of State's office, and name and title of the person signing the final subdivision plat signature block on behalf of the entity.
- Access to the property.

Assumptions and Conditions

- This proposal will be valid for 90 days from the date of this proposal.
- Work does not include locating any topographic survey data, trees, or wetland flags.
- If a sufficient number of property corner monuments are not found in the initial search to complete the boundary retracement, Sambatek reserves the right to request additional fees for any additional time spent retracing the property boundary. Notification for any additional fees will be provided prior to the commencement of any additional work.
- The surveyor has not had an opportunity to review a title commitment or abstract listing the number and/or type of documents that may affect the subject property. Upon receipt of a title commitment, the surveyor will review the commitment and notify the City of Rogers if the title review process will require more time than was initially anticipated, so additional fees for the additional review time can be agreed upon prior to the commencement of the work.
- Current snow cover conditions have been considered and are reflected in the fees listed below. However, it is that time of year in Minnesota when a snow event could happen at any time, which will severely hamper the efficiency of the field data collection. Therefore, Sambatek reserves the right to request additional fees if a significant snowfall of one inch or more occurs before Sambatek completes the field data acquisition.
- If the field data collection is authorized and completed before snow melt, there may be improvements that are hidden by the snow and therefore may not be depicted on the survey.
- Additional work requested by the City of Rogers, beyond the scope listed above shall be compensated for as "additional services" at Sambatek's standard hourly rates.
- Billings will be submitted monthly. All invoices are due and payable within 30 days of receiving them. Interest will accrue on delinquent invoices.

Reimbursable Expenses

Expenses, including mileage, lath, hubs, nails, paint, and ribbon, are included in the lump sum fee. Any additional reimbursable expenses, including but not limited to the printing of plat mylars, will be reimbursed at actual cost.



Compensation for Services

Compensation for the services noted above will be a lump sum fee as follows unless otherwise noted:

LUMP-SUM FEE

1. Boundary Survey	\$ 14,900
2. Subdivision Plat/Registered Land Survey	\$ 7,800
Estimated Reimbursable Expenses	\$ 275
Total Fees	\$ 22,975

Timeframe

Our fee proposal assumes that all services are to be completed in 2024. Should the project extend beyond the proposed timeframe, an annual five percent increase will be added for all incomplete services. The project phase budgets will be increased by five percent for the remaining services to align with the increased bill rates.

Thank You

If our proposal is acceptable, please execute the enclosed Professional Services Agreement and return the original copy to Sambatek before the commencement of our work.

We appreciate this opportunity to provide our professional services. Sambatek has the experience, resources, and expertise required to help the City of Rogers achieve its goals for the site. We look forward to a successful relationship with our commitment to service, quality, and client advocacy.



GENERAL AGREEMENT BETWEEN SAMBATEK, LLC AND OWNER FOR PROFESSIONAL SERVICES

The Agreement ("**Agreement**") is made as of January 8, 2024, by and between City of Rogers, 22350 South Diamond Lake Road, Rogers, Minnesota 55374, herein referred to as ("**Owner**") and Sambatek, LLC, 12800 Whitewater Drive, Suite 300, Minnetonka, Minnesota 55343, Phone: 763-476-6010, Fax: 763-476-8532, herein referred to as ("**Consultant**") to provide professional Surveying ("**Services**") by Consultant in connection with the following project ("**Project**") : City of Rogers – County Road 81 Replat

SCOPE AND DESCRIPTION OF SERVICES ("SCOPE OF SERVICES")

Please see the attached proposal letter dated January 8, 2024.

PERIOD OF SERVICE

The Services described under Scope of Services shall be completed as expeditiously as possible based upon the circumstances. The parties agree that absent an excusable delay, the Services shall be completed within * calendar days of Owner's written approval to proceed, or as indicated under Scope of Services concerning completion of various phases of the work.

COMPENSATION

Consultant shall be paid for Services provided in accordance with the following method, plus reimbursable expenses including, but not limited to, print and plotting charges, Fed Ex, UPS, messenger delivery charges, mileage, plus all taxes (including sales taxes), fees, imposts, or stamps required by State, Federal, Municipal, or other government agencies in the providing of Services, if applicable: Compensation to be billed as stated and agreed upon in the attached proposal.

Consultant will submit bills to Owner monthly, and Owner agrees to pay all bills within thirty (30) days of receiving same. Any invoice not paid within 30 days of the invoice date shall bear interest at the lower of 1.5% per month or the highest rate permitted by applicable law on the unpaid balance.

If Owner fails to pay any amount by the applicable due date, Consultant shall have the right to suspend work and withhold deliverables until payment in full, including interest, is received. Consultant shall have no liability whatsoever to Owner for any costs or damages that result from such suspension, and Consultant shall be entitled to reimbursement of all costs incurred while work is suspended. If Consultant resumes services after payment by Owner, the time schedule and fees for remaining Services shall be equitably adjusted.

If Owner fails to pay any amount by the applicable due date, Consultant shall have the right to commence collection efforts, and all collection costs incurred by Consultant shall become immediately due and payable to Consultant as such collection costs are incurred. Collection costs include, but are not limited to, legal fees, collection agency fees, court costs, and reasonable staff costs for Consultant's staff time spent in efforts to collect the overdue balance.

Owner's failure to pay Consultant in accordance with this Agreement shall constitute a material breach of this Agreement and shall be cause for Consultant to suspend performance or terminate this Agreement.

Owner hereby acknowledges that sufficient funds are currently available and assigned to pay for the cost of Services contemplated by this Agreement. Consultant has the right, at its sole discretion, to stop work and withhold work product or Services if payments have not been received within thirty (30) days of invoicing date.

If the Services are suspended by Owner for more than thirty (30) calendar days, consecutive or aggregate, Consultant shall be compensated for Services performed prior to such suspension. When the Services are resumed, Consultant shall be compensated for time and expenses incurred in the interruption and resumption of Services. Consultant's fees for the remaining Services and the time schedules shall be equitably adjusted.

CHANGE ORDERS

In the event of any changes in the Scope of Services, Owner delay or event of Force Majeure, Owner agrees to issue a written Change Order ("**Change Order**") to equitably adjust Consultant's fees and the time of performance. If Consultant is caused to increase its Scope of Services and Owner does not issue a Change Order that is acceptable to Consultant, compensation for the expanded Scope of Services shall be on an hourly basis according to Consultant's then-current standard rate schedule ("**Rate Schedule**"), plus reimbursable expenses.

An "Owner Delay" shall be a delay caused by the Owner failing to make timely decisions, or by an Owner hired contractor or consultant not timely completing work upon which Consultant's work is dependent. "Force Majeure" is defined below in Miscellaneous Paragraph G.

OWNER'S RESPONSIBILITIES

Owner agrees to provide to Consultant in a timely manner all available information, requirements, and limitations relevant to Consultant's performance of its Scope of Services, including, but not limited to, objectives, schedule, constraints and criteria, space requirements, flexibility, expandability, special equipment, systems, and site requirements. Consultant may rely on the accuracy of the Owner's supplied information and use such information in the development of Consultant's Scope of Services. The accuracy of the Owner's information is the Owner's responsibility.

Owner shall render decisions in a timely manner pertaining to documents submitted by Consultant to avoid unreasonable delay in the orderly and sequential progress of the Services. Owner shall furnish the services of other consultants when such services are requested by Consultant and are reasonably required by the scope of the Project.

Owner shall furnish right-of-way entry and continuous unimpaired access to the entire Project site for Consultant to perform its Scope of Services.

INDEMNIFICATION

To the fullest extent permitted by law, subject to the limitations set forth below in this Agreement, Owner and Consultant shall indemnify and hold harmless the other and its respective directors, officers, employees, agents, and representatives from and against all legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused the indemnitor's negligent acts, errors, or omissions. Neither party shall have a duty to defend the other party, and no duty to defend is created by this Agreement.

LIABILITY LIMITATION

Owner and Consultant have evaluated the parties' relative risks and benefits associated with this Project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, the total aggregate liability of Consultant (and its employees and sub-consultants) to Owner for all injuries, damages, claims, losses, or expenses (including attorney fees and expert fees) arising out of Consultant's services or this Agreement is limited to Consultant's project fee or \$50,000, whichever is less, and Owner agrees to hold Consultant harmless for any liability more than such amount. This limitation shall apply regardless of available insurance coverage, cause(s), or the theories of liability, including, but not limited to, breach of contract, negligence, contribution, indemnity, or other remedies.

STANDARD OF CARE

Consultant will perform the Services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT AS SPECIFICALLY STATED HEREIN, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CONSEQUENTIAL DAMAGES

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, COSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

LIEN NOTICE – ONLY APPLICABLE TO PROJECTS IN MINNESOTA

- A. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.**
- B. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

DISPUTE RESOLUTION

If a claim or dispute arises out of or relates to Consultant's Services or this Agreement, the parties shall attempt in good faith to settle such claim or dispute through direct discussions.

Any claim or dispute arising out of or related to Consultant's Services or this Agreement (except for collection procedures employed by Consultant and those waived or barred as provided elsewhere in this Agreement) that is not resolved by direct discussions shall be submitted to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Either party may file a request for mediation. Mediation shall be pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. The Mediator shall be selected by the parties within fifteen (15) days of the request for mediation. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending the conclusion of mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or by court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Minneapolis, Minnesota.

Notwithstanding the foregoing, if a claim or dispute between the parties involves, relates to, or is the subject of a mechanic's lien or construction lien arising out of Consultant's Services, Consultant may proceed in accordance with applicable law to comply with all statutory requirements, including

those related to lien notice and filing deadlines, prior to the commencement or conclusion of mediation or other form of alternative dispute resolution agreed to by the parties.

TERMINATION

Owner may terminate this Agreement for convenience and without cause upon twenty-one (21) calendar days written notice.

Either party may terminate this Agreement for cause upon ten (10) calendar days written notice for one or more of the following reasons:

1. The other party's material breach of this Agreement;
2. Assignment of this Agreement without the written consent of the other party;
3. Suspension of the Project or Consultant's Services for more than thirty (30) calendar days, consecutive or aggregate;
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the Project, or the failure of the parties to reach an agreement on compensation and/or scheduling adjustments necessitated by such changes.

In the event of termination of this Agreement by either party, regardless of the reason for termination, Owner shall, within fifteen (15) days of termination, pay Consultant in full for all services rendered and costs incurred by Consultant up to the date of termination. Additionally, and notwithstanding any language in this Agreement to the contrary, within sixty (60) days of termination, Owner shall reimburse Consultant for all expenses incurred by Consultant in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs, and all other expenses resulting from the termination.

INSURANCE

Consultant shall carry the following insurance:

Workers Compensation	Statutory
Employers Liability	\$1,000,000
General Liability	\$1,000,000 Each Occurrence/ \$1,000,000 Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Professional Liability	\$3,000,000 Per Claim/ \$3,000,000 Annual Aggregate

General liability shall name the Owner as an additional insured. The insurer agrees to give 30 days written notice in the event of cancellation by the insurer (10 days written notice for non-payment of premium).

MISCELLANEOUS

A. WORK PRODUCT / DOCUMENT OWNERSHIP

Unless Owner requests otherwise, Consultant will provide its documents and materials in an electronic format. Because electronic documents may be modified intentionally or inadvertently, Owner agrees that Consultant will not be liable for any losses or damages resulting from any change in an electronic document after Consultant transmits it to Owner. The documents prepared by Consultant for this Project are instruments of Consultant's Services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the owner of these documents and shall retain all common law, statutory and other reserved rights, including copyright. If Owner has paid Consultant in full for its Services, Owner shall be permitted to retain copies, including reproducible copies, of Consultant's documents for Owner's information, reference and use in connection with the Project. Consultant's documents shall not be used by the Owner or others on other projects, for additions for this Project or for completion of this Project by others, except with Consultant's agreement in writing and with appropriate compensation to Consultant. In consideration of Owner's use of Consultant's work product and documents, Owner shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Consultant, its directors, officers, agents, and employees from all claims arising out of the reuse or misuse of such work product or documents.

B. HAZARDOUS MATERIALS

Owner represents to Consultant that no hazardous materials exist at the Project site. If there are hazardous materials at the Project site, the Owner must inform Consultant of the type, quantity, and location of such hazardous materials. If hazardous materials are discovered at the Project site then Consultant's will notify the Owner and, to the extent required by law, notify the appropriate governmental authority. If Consultant or any other entity encounters hazardous materials at the Project site then Consultant may without any liability to Owner or any other entity suspend services until such time as Owner retains the appropriate entities to identify and (as appropriate) abate, remediate, or remove the hazard material. Owner agrees that Consultant has been retained to perform professional services and shall not be required to become an arranger, operator, generator, or transporter of hazardous material (as defined by law). Owner hereby agrees to defend, defend, and hold harmless Consultant for all claims losses and damages arising out of the existence of hazardous materials on the Project site.

C. UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

Owner acknowledges that borings, excavations, and other penetrations that are part of the Services, if any, must be located at safe distances from underground utilities or other man-made objects. Owner shall advise Consultant of all utilities that service or are located on the Project site and any underground improvements located on the Project site. Prior to any drilling that is part of the Scope of Services, Consultant will contact state notification centers, where available, or individual utility providers where a state notification center is not available. Consultants shall be entitled to rely on the information provided by locating vendors. If public utility owners do not provide the locating service on private property or the property owner has private underground improvements that cannot be cleared through state notification center or public utility owners, Owner shall be responsible for location of such utilities prior to drilling, or for payment of a private utility clearance subcontractor. Consultant will not be responsible for any damages to underground utilities/improvements not located or incorrectly identified by the foregoing location methods.

D. THIRD-PARTY RELIANCE

All Services provided by Consultant are for Owner's and Consultant's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Owner and is not intended to benefit any third party.

E. CONSTRUCTION SERVICES

If, under this Agreement, Services are provided during the construction phase of the Project, Consultant shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions or programs in connection with the work, nor shall Consultant be responsible for a contractor's failure to carry out the work in accordance with the contract documents or for a contractor's failure to comply with applicable laws, ordinances, rules, or regulations.

F. JOB SITE SAFETY

Neither the Services of Consultant, nor the presence of Consultant at the construction/Project site, shall relieve Owner, general contractor(s), or subcontractor(s) of any of their responsibilities or duties to perform the work in strict accordance with the contract documents and to comply with all health and safety precautions required by any regulatory agency. Consultant does not have authority or responsibility to control any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Owner agrees that contractors and subcontractors are solely responsible for job site safety and warrants that this intent shall be carried out in Owner's contracts with contractors. Owner also agrees that Owner and its contractor(s), jointly and severally and to the fullest extent permitted by law, shall defend, indemnify, and hold harmless Consultant and its employees against any liability related to health, injury, or job site safety.

G. FORCE MAJEURE

To the extent any time for performance by or Owner applies, the affected party shall not be responsible for any delays due to federal, state or municipal actions or regulations, acts of foreign governments, strikes or other labor shortages, equipment or material delays or shortages, delays in issuing applicable permits, acts or omissions of Owner, inclement weather, pandemic, acts of the public enemy, fires, floods, riots, embargos, other acts of God, Government shutdown, unforeseen site conditions or any other events or causes beyond the control of Consultant.

H. HEADINGS

The headings used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part hereof.

I. ASSIGNMENT

Owner may not assign this Agreement without the written consent of Consultant.

J. TEAM RELATIONS

Owner and Consultant agree to work together based on trust, good faith, and fair dealing, and shall take all actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient, and economical manner.

K. ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior oral and written agreements and understandings.

L. GOVERNING LAW

The Agreement shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Project is located.

M. MODIFICATIONS

This Agreement may be modified only by a written instrument executed by both parties.

N. WAIVER

No delay or failure by either party to exercise any right or remedy under this Agreement, and no partial or single exercise of a right or remedy, will waive that or any other right or remedy.

O. SEVERABILITY

Any invalidity or unenforceability of all or part of a provision of this Agreement shall be severable and shall not affect the validity or enforceability of the remaining part of that provision or other provisions.

P. EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and together which shall constitute one and the same agreement. Signatures on this Agreement that are transmitted by fax, email or other electronic means shall be valid and binding.

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement as of the day and year first above written.

CITY OF ROGERS

SAMBATEK, LLC

Printed Name

Date

Sambatek Authorized Signer and Title

Standard Hourly Rate Schedule*

Effective: 1/1/2024

Senior Professional V	\$395
Senior Professional IV	\$360
Senior Professional III	\$310
Senior Professional II	\$290
Senior Professional I	\$260
Professional V	\$245
Professional IV	\$225
Professional III	\$195
Professional II	\$165
Professional I	\$130
Professional	\$90
CAD Technician IV	\$190
CAD Technician III	\$170
CAD Technician II	\$150
CAD Technician I	\$120
CAD Technician	\$75
Field Technician IV	\$190
Field Technician III	\$170
Field Technician II	\$140
Field Technician I	\$120
Field Technician	\$75
One-Person Survey Crew	\$165
Instrument Technician	\$135
UAV Pilot	\$235
Assistant Project Manager	\$125
Administration	\$75

Special equipment is additional @ actual cost plus 10%

Reimbursables are additional @ actual cost plus 10%

Mileage is calculated per federal guideline (IRS)

**All rates subject to change.*



LOCATION MAP





PROPOSED PLAT DESIGN MAP





REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: January 23, 2024

Agenda Item: No. 5.13

Subject: Approval of Scope of Services to Inspect and Repair Well #5

Prepared By: Andrew Simmons; Public Works Superintendent

Recommended City Council Action

Motion to Approve Scope of Services for Traut Companies to Inspect and Repair Well #5

Overview / Background

Annually, the Utility Department reviews the condition of municipal pumping wells before peak summer season. In this process, the Utility Department works with a well contractor to remove the well pump and inspect for deterioration of bearings, pump wear parts and steel drop columns.

Due to the nature of this work and uncertainty of the amount or extent of repairs needed, the request for quotation by the contractors is limited to the cost of removal, replacement, inspections, and general shop rates. Staff is requesting Council to approve a not to exceed cost of \$40,000 which would cover the cost of a new submersible motor and pump if needed. Previous well rebuilds and inspections typically range from \$15,000 to \$35,000.

Utility staff received two quotes for the well rebuild work from Traut Companies and E.H. Renner & Sons. Traut Companies had the low quote and staff recommends to award to Traut Companies

Staff Recommendation

Motion to Approve Scope of Services for Traut Companies to Inspect and Repair Well #5

Financial Impact: \$40,000
NTE

Budgeted? Yes

Source Fund: 601

Notes:

ATTACHMENTS:

Description

Traut Companies Well Rebuild Quote

Renner Well Rebuild Quote



City of Rogers

Public Works Department

22350 S. Diamond Lake Rd.
Rogers, MN 55374
Phone (763) 428-8580
Fax (763) 428-9261

Request for Quotation

Request Quote ID

Requestor Wally Knapp

Date 1/9/2024

Date/Time Quote Open

Date/Time Quote Closed

Customer ID

Quotation For:

Well #5 inspection and rebuild

Submitted by: Joe Traut

Date: 1/9/2024

Vendor: Traut Companies

Phone: 320-251-5090

Fax:

E-mail: joet@trautcompanies.com

Comments or Special Instruction: None

QUOTATION #	QUOTE VALID UNTIL:	F.O.B	SHIP DATE	SHIP VIA

ITEM #	QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE	AMOUNT
Labor	1	Mobilization- Setup	625.00		625.00
Labor	1	Demobilization - Tear Down	625.00		625.00
Labor	8	Pull Pump	325.00		2,600.00
Labor	6	Clean & Disassemble Pump	125.00		750.00
Labor		Repair Pump (if required)	Hr Rate		
Labor	1	Remobilize & Demobilize	1,250.00		1,250.00
Labor	8	Reinstall Pump - Hook to System	325.00		2,600.00
Labor	1	Start up & Test	250.00		250.00
Labor	1	Chlorinate well	175.00		175.00
Labor	1	Miscellaneous items	550.00		550.00
Labor	1	Video	1,600.00		
				SUBTOTAL	\$ 9,425.00

PLEASE SEND THE QUOTATION VIA E-MAIL, FACSIMILE, OR US MAIL TO:

City of Rogers
Public Works
22350 S. Diamond Lk. Rd.
Rogers, MN 55374
Fax: 763-428-9261
E-mail: wknapp@rogersmn.gov

TAX RATE

SALES TAX

OTHER

TOTAL

\$ 9,425.00

THANK YOU!



City of Rogers

Public Works Department

22350 S. Diamond Lake Rd.
Rogers, MN 55374
Phone (763) 428-8580
Fax (763) 428-9261

Request Quote ID

Requestor Wally Knapp

Date 1/15/2024

Date/Time Quote Open

Date/Time Quote Closed

Customer ID

Quotation For:

well #5 inspection and rebuild

Submitted by: KATIE RENNER WELLE

Kathrynn R Welle

Date: 1/15/2024

Vendor: E.H. Renner & Sons

Phone: 763-427-6100

Fax: 763-427-0533

E-mail: krenner@ehrenner.com

Comments or Special Instructions:

Can get this done next fall

QUOTATION #	QUOTE VALID UNTIL:	F.O.B	SHIP DATE	SHIP VIA
	1/1/2025			

ITEM #	QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE	AMOUNT
Labor	1	Mobilization- Setup	250.00	Not Taxable	250.00
Labor	1	Demobilization - Tear Down	250.00		250.00
Labor	8	Pull Pump	500.00		4,000.00
Labor	8	Clean & Disassemble Pump	125.00		1,000.00
Labor	3	Repair Pump (if required)	150.00		450.00
Labor	1	Remobilize & Demobilize	500.00		500.00
Labor	8	Reinstall Pump - Hook to System	500.00		4,000.00
Labor	1	Start up & Test	150.00		150.00
Labor	1	Chlorinate well	600.00		600.00
Labor	1	Miscellaneous items	300.00		300.00
				SUBTOTAL	\$ 11,500.00
				TAX RATE	
				SALES TAX	-
				OTHER	-
				TOTAL	\$ 11,500.00

PLEASE SEND THE QUOTATION VIA E-MAIL, FACSIMILE, OR US MAIL TO:

City of Rogers
Public Works
22350 S. Diamond Lk. Rd.
Rogers, MN 55374
Fax: 763-428-9261
E-mail: wknapp@rogersmn.gov

THANK YOU!



City of Rogers

Public Works Department

22350 S. Diamond Lake Rd.
Rogers, MN 55374
Phone (763) 428-8580
Fax (763) 428-9261

Request Quote ID
Requestor Wally Knapp
Date 1/15/2024
Date/Time Quote Open
Date/Time Quote Closed
Customer ID

Quotation For:

well #5 inspection and rebuild

Submitted by: Katie Renner Welle *Kathrynn R. Welle*
Date: 1/15/2024
Vendor: E.H. Renner & Sons
Phone: 763-427-6100
Fax: 763-427-0533
E-mail: krenner@ehrenner.com

Comments or Special Instruction

Work completed in the Fall

QUOTATION #	QUOTE VALID UNTIL:	F.O.B	SHIP DATE	SHIP VIA

ITEM #	QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE	AMOUNT
Material	1	Packing box /Rebuild	300.00	Not taxable	300.00
Material	1	New 1.5 inch SS head shaft	800.00		800.00
Material	17	Rubber Spider Bearings installed into spiders	45.00		765.00
Material	165	New 1.5 inch SS shaft-w/sleeves	65.00		10,725.00
Material	165	New 8' sch40 column	76.00		12,540.00
Material		1.5 inch packing box rebuild same as line 1			
Material	1	pump rebuild	4,000.00		4,000.00
Material	1	New 8" tail pipe	760.00		760.00
	1	Motor Repair May vary depending on motor shop	3,600.00		3,600.00
Material	1	Misc	300.00		300.00
				SUBTOTAL	\$ 33,790.00

PLEASE SEND THE QUOTATION VIA E-MAIL, FACSIMILE, OR US MAIL TO:

City of Rogers
Public Works
22350 S. Diamond Lk. Rd.
Rogers, MN 55374
Fax: 763-428-9261
E-mail: wknapp@rogersmn.gov

TAX RATE	
SALES TAX	-
OTHER	-
TOTAL	\$ 33,790.00

THANK YOU!



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: January 23, 2024

Agenda Item: No. 5.14

Subject: Approve Resolution 2024-02 A Resolution Granting Approval of the Preliminary and Final Plat for Rogers Northdale

Prepared By: Alec Henderson, City Planner

Recommended City Council Action

Planning Commission recommended approval of the preliminary plat unanimously. Staff recommends approval of the Final Plat and Resolution 2024-02 which approves both the preliminary plat and the final plat.

Overview / Background

Benzinger Investment Rogers LLC (Fee Owner) has submitted a Zoning & Land Use application, requesting City approval of a Preliminary Plat, and Final Plat the property at 21660 South Diamond Lake Road. The property is currently the site of a bank building (formerly the 21st Century Bank Location). The owner is not proposing any redevelopment or major modifications to the site. The owner is seeking to re plat the site to include previously vacated Rights of Way from Northdale Boulevard. While the tax description already includes the vacated right of way, the site needs to be re platted to formally change the real property description to include the additional land. Staff is supportive of all parts of the application. The Planning Commission held the public hearing at their January 8th, 2024 meeting and recommended approval unanimously. While the application requires public hearings and official action by the City, the request is functionally a request to clean up property descriptions and formally provide permanent drainage and utility easements and right of way for South Diamond Lake Road resulting from previous vacations.

Primary Issues to Consider

1. Land Use & Zoning
2. Preliminary & Final Plats

Analysis of Primary Issues

1. Land Use & Zoning

The Subject Property, a 1.6-acre site, is currently guided as **Commercial**, per the Rogers 2040 Comprehensive Plan, which is defined as follows: *Commercial uses include community and regional scale retail and service. Commercial land uses should be located in places with good accessibility to the regional highway system as well as to alternative roadway access points that provide convenient access for the local community. Commercial nodes should be sized to accommodate a critical mass of uses that create a strong and vibrant commercial center.*

The corresponding zoning for the property is **Regional Employment Center (RC)**. *Banks and Financial Institutions* are a *Permitted Uses* the RC zoning District [City Code Section §125-50].

No site changes are being proposed which change the existing conditions of the bank building setbacks, the parking lot setbacks, or impervious surface for the property.

Land Use and Zoning conditions are satisfied for use of the property.

2. Preliminary & Final Plats

The Applicant is proposing to re-plat the 1.6 acre parcel from Lot 2, Block 1, WJD TWO ADDITION and vacated Right of Way into Lot 1, Block 1, ROGERS NORTHDALE. The Preliminary and Final Plat satisfies City requirements for platting. The Applicant is providing drainage and utility easements (D/UE) as required by the City and cleaning up right of way for Diamond Lake Road South. There is functionally no change in the property size being used by the Bank use.

Platting conditions are satisfied.

Staff Recommendation

City staff recommends approval of the Preliminary Plat and the Final Plat with the following conditions:

1. The preliminary plat and final plat and applicant shall meet the requirements of the City Engineers, Fire Department, and City Planner reviews and subsequent reviews of any revised preliminary plat and final plat to the satisfaction of the City.
2. Adequate drainage and utility easements shall be provided over the properties as required by the City Engineer.
3. Title work for the Plat shall be provided to and conform to any requirements resulting from City Staff and the City Attorney's review of the title work and plat opinion.
4. The Final Plat must be recorded with Hennepin County within six (6) months of approval.

Recommended motion: Motion to Approve Resolution 2024-02, granting approval of the Preliminary and Final Plat for Rogers Northdale.

ATTACHMENTS:

Description

Resolution 2024-02

Preliminary Plat

Final Plat

RESOLUTION NO. 2024 - 02

A RESOLUTION GRANTING APPROVAL OF THE PRELIMINARY AND FINAL PLAT FOR ROGERS NORTHDAL

WHEREAS, Benzinger Investment Rogers LLC (“Fee Owner”) submitted an application to the City of Rogers (“City”) requesting approval of a Preliminary Plat and Final Plat for Rogers Northdale (“Plat”) for the parcel at 21660 Diamond Lake Road South with the PID 1412023310009 and legally described on Exhibit A (the “Subject Property/Property”); and,

WHEREAS, the Applicant is proposing a one lot subdivision where the Fee Owner intends to adjust property description to include vacated city rights of way associated with Document Number 11018302 and record permanent drainage and utility easements as shown in Exhibit B; and,

WHEREAS, the Subject Property contains approximately 1.6 acres is guided Commercial and within the Regional Employment Center (RC) zoning district; and

WHEREAS, the proposed Preliminary Plat and Final Plat are consistent with 2040 Comprehensive Plan and current zoning regulations for the City; and

WHEREAS, pursuant to Minnesota Statute §462.357 the Planning Commission (“Commission”) conducted a public hearing to receive public comment on the proposed Plat on January 8th, 2024; 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, written and verbal comment were received and considered by the Commission; and,

WHEREAS, following the Hearing, the Commission recommended approval of the Rogers Northdale Preliminary Plat and Final Plat.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the Preliminary Plat and Final Plat for Rogers Northdale is hereby approved subject to the following conditions:

1. The preliminary plat and final plat and applicant shall meet the requirements of the City Engineers, Fire Department, and City Planner reviews and subsequent reviews of any revised preliminary plat and final plat to the satisfaction of the City.
2. Adequate drainage and utility easements shall be provided over the properties as required by the City Engineer.
3. Title work for the Plat shall be provided to and conform to any requirements resulting from City Staff and the City Attorney’s review of the title work and plat opinion.
4. The Final Plat must be recorded with Hennepin County within six (6) months of approval.

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 January, 2024.

Rick Ihli, Mayor

ATTEST:

Stacie Brown, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Existing Legal Description

Lot 2, Block 1, WJD Two Addition, according to the recorded plat thereof, Hennepin County Minnesota.

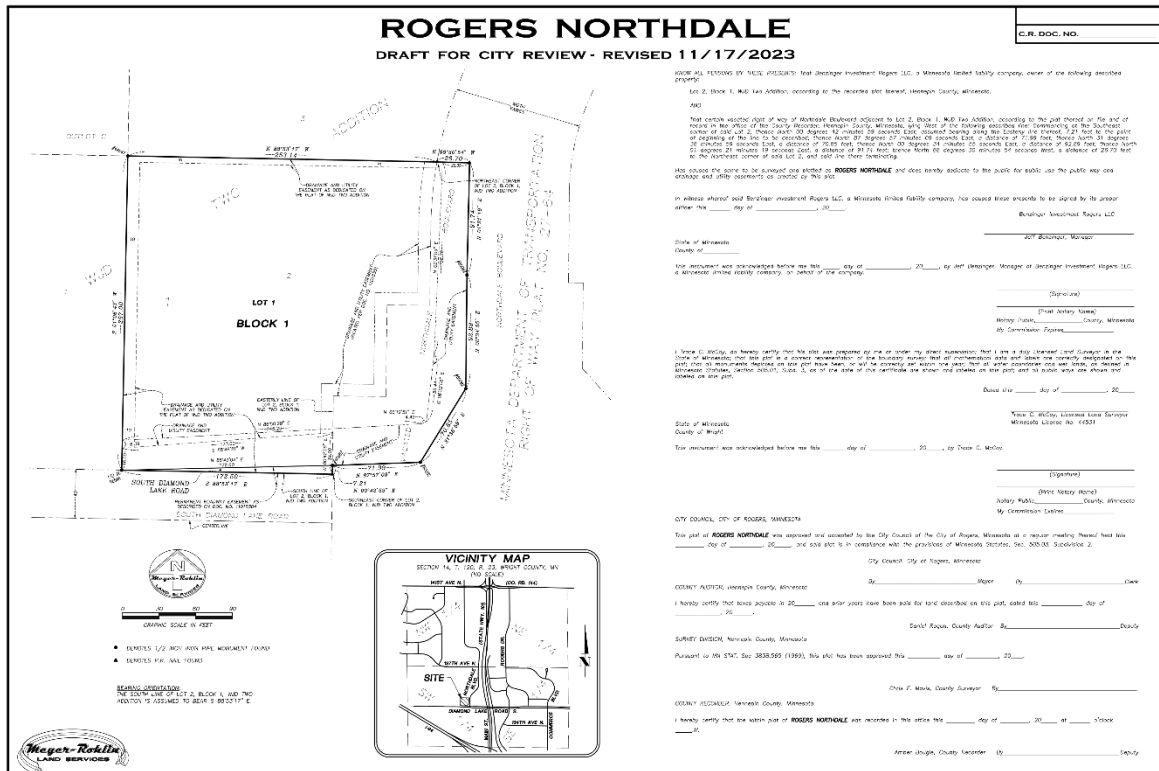
AND

That certain vacated right of way of Northdale Boulevard adjacent to Lot 2, Block 1, WHD Two Addition, according to the plat thereof on file and of record in the office of the County Recorder, Hennepin County, Minnesota, lying West of the following described line: Commencing at the Southeast corner of said Lot 2; thence North 00 degrees 42 minutes 59 second East, assumed bearing along the Easterly line thereof, 7.21 feet to the point of beginning of said line to be described; thence North 87 degrees 57 minutes 09 seconds East, a distance of 71.99 feet; thence North 31 degrees 38 minutes 59 seconds East, a distance of 70.85 feet; thence North 00 degrees 34 minutes 55 seconds East, a distance of 92.89 feet; thence North 01 degrees 21 minutes 19 seconds East a distance of 91.74 feet; thence North 88 degrees 30 minutes 54 seconds West, a distance of 26.70 feet to the Northeast corner of said Lot 2, and said line there terminating.

Proposed Legal Description

Lot 1, Block 1, ROGERS NORTHDAL, Hennepin County, Minnesota.

PRELININARY PLAT AND FINAL PLAT



CERTIFICATE OF SURVEY / EXISTING CONDITIONS DRAWING
AND
PRELIMINARY PLAT
OF
ROGERS NORTHDAL

Prepared for:
Benzinger Properties, Inc.
Jeff Benzinger
21301 County Road 81
Rogers, MN 55374

DEVELOPMENT DATA

TOTAL AREA TO BE PLATTED: 69,778 Sq. Ft. (1.60 Acres)

Area of Lot 1: 69,156 Sq. Ft. (1.59 Acres)
Area of R.O.W. to be dedicated: 622 Sq. Ft.

PID NUMBER: 14-120-23-31-0009

ADDRESS: 21660 Diamond Lake Rd S, Rogers, MN

EXISTING PARCEL DESCRIPTION

Lot 2, Block 1, WJD Two Addition, according to the recorded plat thereof, Hennepin County, Minnesota.

AND

That certain vacated right of way of Northdale Boulevard adjacent to Lot 2, Block 1, WJD Two Addition, according to the plat thereof on file and of record in the office of the County Recorder, Hennepin County, Minnesota, lying West of the following described line: Commencing at the Southeast corner of said Lot 2; thence North 00 degrees 42 minutes 59 seconds East, assumed bearing along the Easterly line thereof, 7.21 feet to the point of beginning of the line to be described; thence North 87 degrees 57 minutes 09 seconds East, a distance of 71.99 feet; thence North 31 degrees 38 minutes 59 seconds East, a distance of 70.85 feet; thence North 00 degrees 34 minutes 55 seconds East, a distance of 92.89 feet; thence North 01 degrees 21 minutes 19 seconds East, a distance of 91.74 feet; thence North 88 degrees 30 minutes 54 seconds West, a distance of 26.70 feet to the Northeast corner of said Lot 2, and said line there terminating.

SURVEYOR'S NOTES:

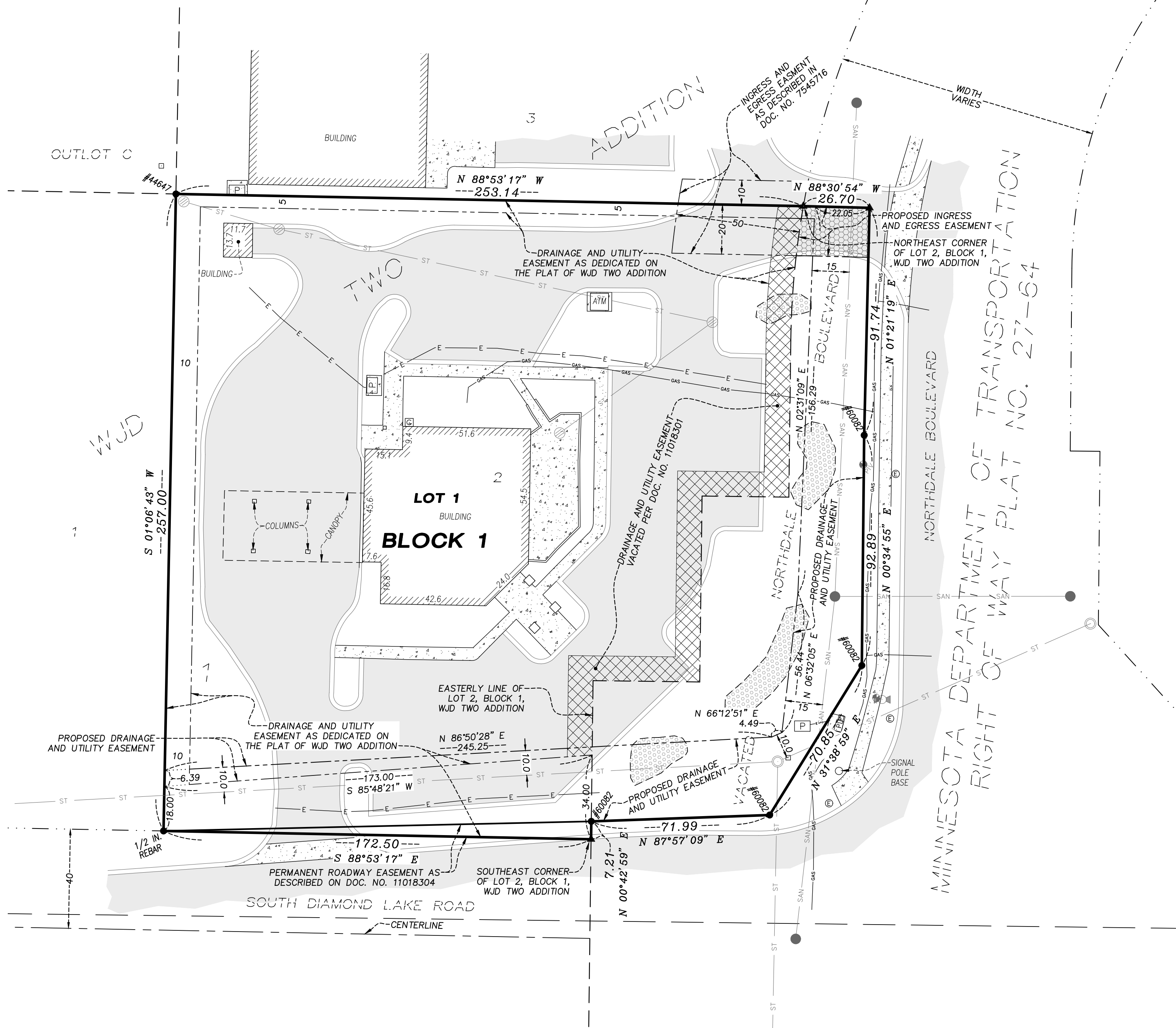
- Matters of record are shown according to Title Commitment issued by First American Title Insurance Company National Commercial Services, Commitment Number: NCS-1190770-KCTY, dated August 20, 2023, which was provided to us by the client.
- Existing utilities are shown according to observed evidence, flags or markings placed provided pursuant to Gopher State One Call Ticket No. 232722563 (non-excavation locate request), and maps made available to us. Sizes, types, and locations of underground utilities shown hereon cannot be guaranteed to be accurate or all-inclusive. Utility locations may not be complete or correct due to inconsistent response to non-excavation locate requests or other reasons. Contact Gopher State One Call prior to excavation.
- Project Benchmark: MN/DOT Geodetic Monument "ARBY'S". Elevation=945.32 (NAVD 88 Datum)

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

Date 10/31/2023

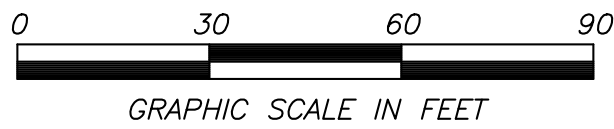
Trace C. McCoy
License No. 44531

REVISED 11/17/2023 - PER CITY COMMENTS



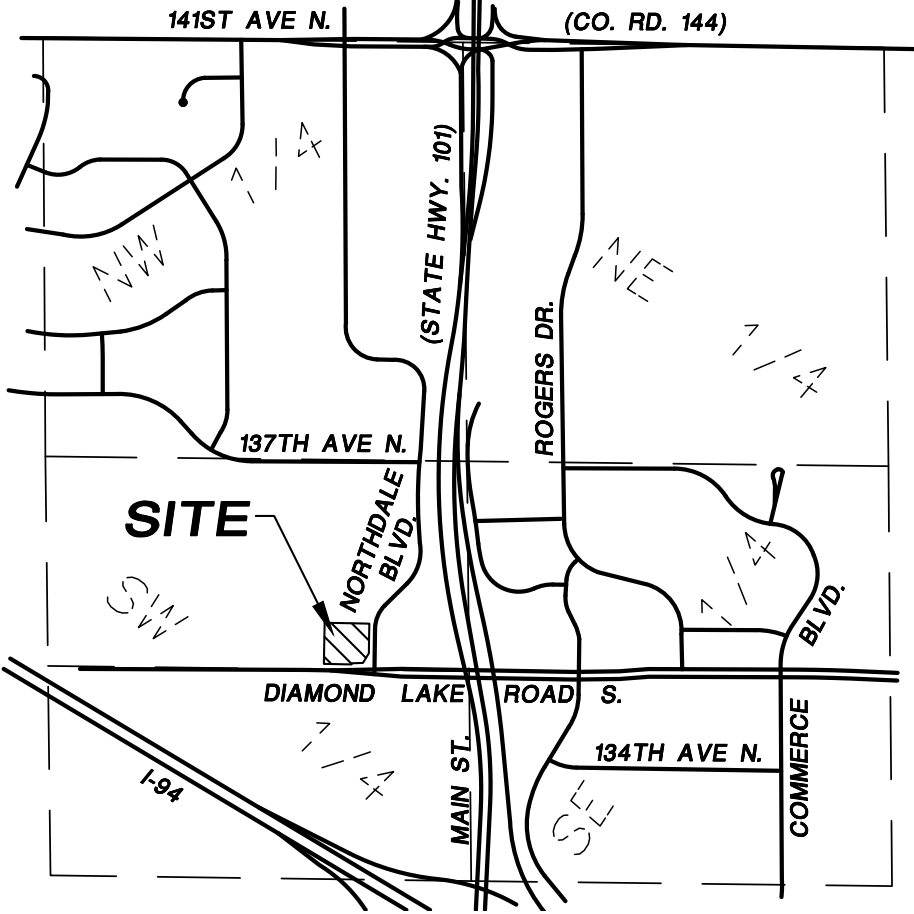
LEGEND

- IRON MONUMENT FOUND
- P.K. NAIL FOUND
- UNDERGROUND GAS
- UNDERGROUND ELECTRIC
- UTILITY RISER
- POWER BOX
- ELECTRIC MANHOLE
- STORM SEWER
- SANITARY SEWER
- STORM MAHNOLE
- SANITARY MANHOLE
- CURB AND GUTTER
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- LANDSCAPED AREA



VICINITY MAP

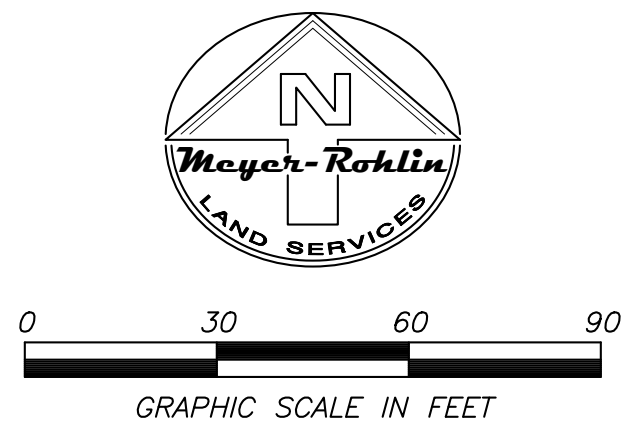
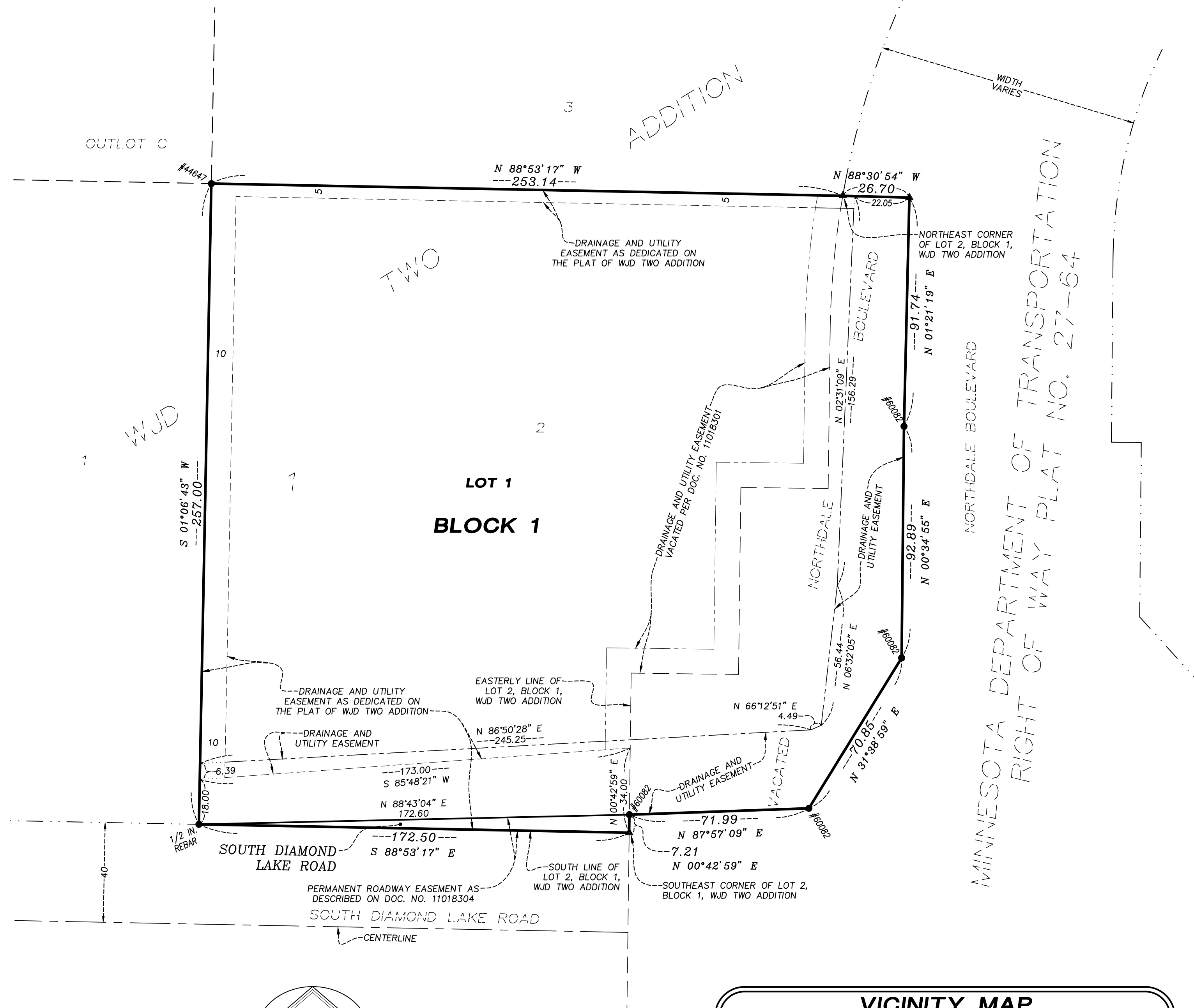
SECTION 14, T. 120, R. 23, WRIGHT COUNTY, MN
(NO SCALE)



ROGERS NORTHDALE

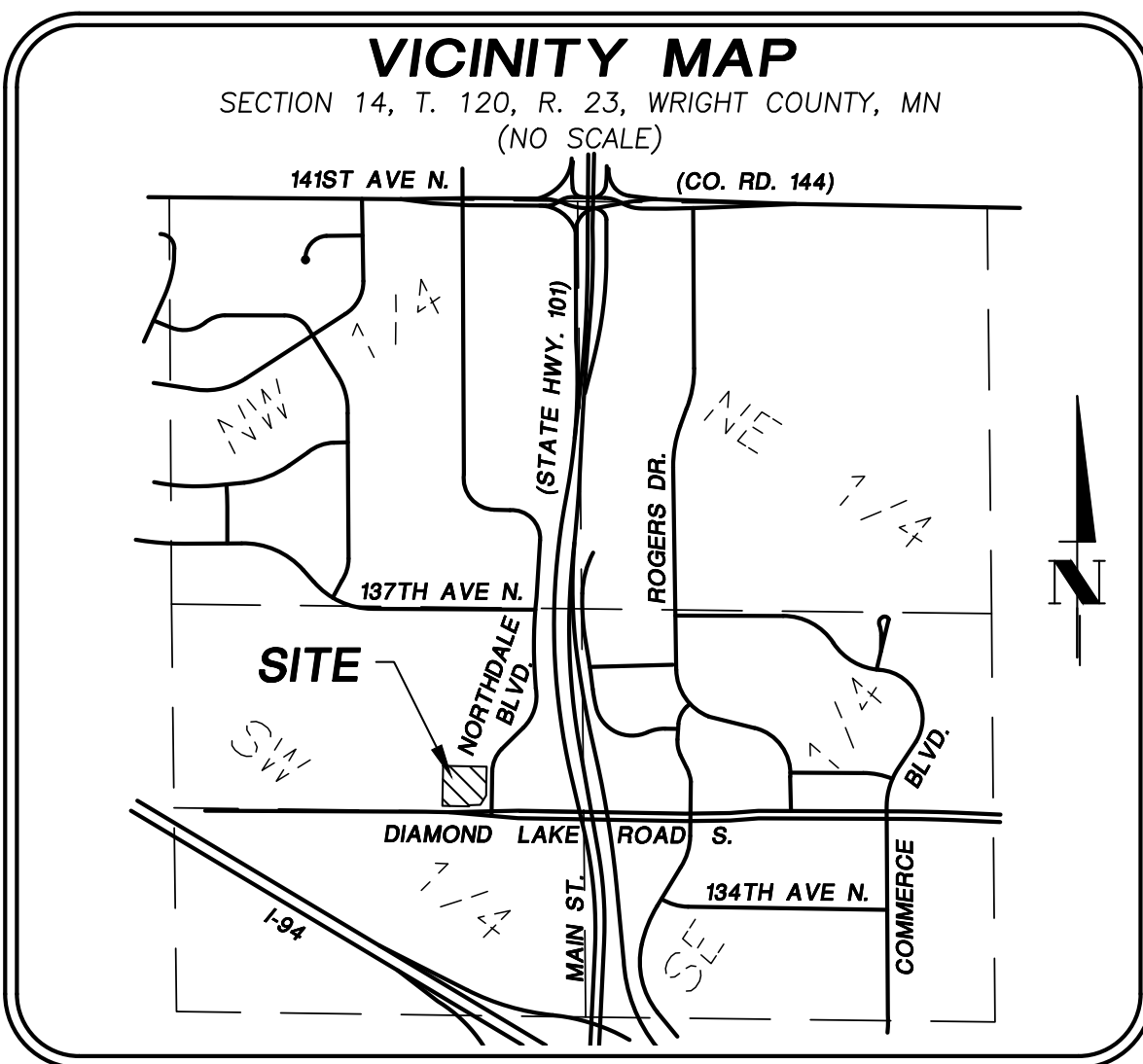
DRAFT FOR CITY REVIEW - REVISED 11/17/2023

C.R. DOC. NO. _____



- DENOTES 1/2 INCH IRON PIPE MONUMENT FOUND
- ▲ DENOTES P.K. NAIL FOUND

BEARING ORIENTATION:
THE SOUTH LINE OF LOT 2, BLOCK 1, WJD TWO
ADDITION IS ASSUMED TO BEAR S 88°53'17\"



KNOW ALL PERSONS BY THESE PRESENTS: That Benzinger Investment Rogers LLC, a Minnesota limited liability company, owner of the following described property:

Lot 2, Block 1, WJD Two Addition, according to the recorded plat thereof, Hennepin County, Minnesota.

AND

That certain vacated right of way of Northdale Boulevard adjacent to Lot 2, Block 1, WJD Two Addition, according to the plat thereof on file and of record in the office of the County Recorder, Hennepin County, Minnesota, lying West of the following described line: Commencing at the Southeast corner of said Lot 2; thence North 00 degrees 42 minutes 59 seconds East, assumed bearing along the Easterly line thereof, 7.21 feet to the point of beginning of the line to be described; thence North 87 degrees 57 minutes 09 seconds East, a distance of 71.99 feet; thence North 31 degrees 38 minutes 59 seconds East, a distance of 70.85 feet; thence North 00 degrees 34 minutes 55 seconds East, a distance of 92.89 feet; thence North 01 degrees 21 minutes 19 seconds East, a distance of 91.74 feet; thence North 88 degrees 30 minutes 54 seconds West, a distance of 26.70 feet to the Northeast corner of said Lot 2, and said line there terminating.

Has caused the same to be surveyed and platted as **ROGERS NORTHDALE** and does hereby dedicate to the public for public use the public way and drainage and utility easements as created by this plat.

In witness whereof said Benzinger Investment Rogers LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Benzinger Investment Rogers LLC

Jeff Benzinger, Manager

State of Minnesota
County of _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Jeff Benzinger, Manager of Benzinger Investment Rogers LLC, a Minnesota limited liability company, on behalf of the company.

(Signature)

(Print Notary Name)

Notary Public, _____ County, Minnesota
My Commission Expires _____

I Trace C. McCoy, do hereby certify that his plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____

Trace C. McCoy, Licensed Land Surveyor
Minnesota License No. 44531

State of Minnesota
County of Wright

This instrument was acknowledged before me this _____ day of _____, 20____, by Trace C. McCoy.

(Signature)

(Print Notary Name)

Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, CITY OF ROGERS, MINNESOTA

This plat of **ROGERS NORTHDALE** was approved and accepted by the City Council of the City of Rogers, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Sec. 505.03, Subdivision 2.

City Council, City of Rogers, Minnesota

By _____ Mayor By _____ Clerk

COUNTY AUDITOR, Hennepin County, Minnesota

I hereby certify that taxes payable in 20____ and prior years have been paid for land described on this plat, dated this _____ day of _____, 20____.

Daniel Rogan, County Auditor By _____ Deputy

SURVEY DIVISION, Hennepin County, Minnesota

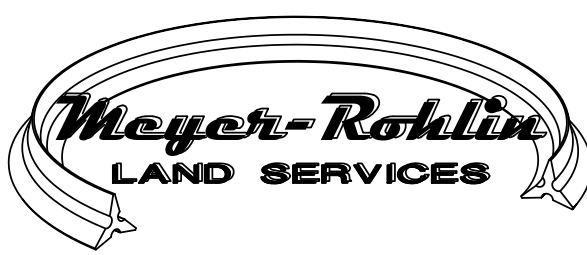
Pursuant to MN STAT. Sec 383B.565 (1969), this plat has been approved this _____ day of _____, 20____.

Chris F. Mavis, County Surveyor By _____

COUNTY RECORDER, Hennepin County, Minnesota

I hereby certify that the within plat of **ROGERS NORTHDALE** was recorded in this office this _____ day of _____, 20____ at _____ o'clock _____M.

Amber Bougie, County Recorder By _____ Deputy





REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: January 23, 2024

Agenda Item: No. 7.1

Subject: Approval to Hire Avery Fischer as Police Officer

Prepared By: Daniel Wills, Chief of Police

Recommended City Council Action

Motion to approve Resolution No. 2024-08 Hiring Avery Fischer as Full-Time Police Officer, effective January 29, 2024, subject to the conditions set forth in the resolution.

Overview / Background

The Rogers City Council authorized the Rogers Police Department sworn staffing level to be at 24 officers. Hiring Avery Fischer would bring our sworn strength to 23 officers.

Avery is from the Twin Cities and has had an extensive interest in law enforcement. He was a member of the Maple Grove Police Department's Police Explorer program and later went on to become a Community Service Officer there, where he was highly respected. In July 2023, Avery was hired as a part-time Community Service Officer with our police department. He has been a tremendous asset to our agency and has proven himself to be exactly what we are looking for in a police officer. Avery graduated from Hennepin Technical College in December 2023, and has successfully passed his pre-employment conditions for hire. He will be an excellent addition to our patrol division!

The conditions of his employment are specified in the resolution attached to this agenda item.

Staff Recommendation

Motion to approve Resolution No. 2024-08 Hiring Avery Fischer as Full-Time Police Officer, effective January 29, 2024, subject to the conditions set forth in the resolution.

ATTACHMENTS:

Description

Resolution No. 2024 - 08

RESOLUTION NO. 2024 - 08

**A RESOLUTION HIRING AVERY FISCHER AS A FULL TIME
POLICE OFFICER EFFECTIVE JANUARY 29, 2024**

WHEREAS, the City Council of the City of Rogers authorized the hiring of a full-time police officer.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Rogers, Hennepin County, Minnesota, as follows:

1. That Avery Fischer was hereby authorized and hired as a police officer (peace officer) for the City of Rogers Police Department and to work full-time on January 29, 2024, and subject to the conditions hereinafter set forth.
2. That the initial twelve months of his employment shall be a probationary term and accordingly his appointment and hiring may be terminated during such period with or without cause.
3. That as a condition of such employment, he shall at all times be duly licensed by the Board of Peace Officer Standards and Training as a Peace Officer.
4. He shall perform such police duties at such times and places and in such a manner as the Chief of Police of the City of Rogers and the City Council, as a whole, may from time to time direct, and shall be compensated by the City in such manner that the City Council, as a whole, shall from time to time provide.

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 23rd day of January, 2024.

Mayor

ATTEST:

City Clerk



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: January 23, 2024

Agenda Item: No. 7.2

Subject: Approval to Purchase Replacement Equipment for Fire Station 1

Prepared By: Chief Patrick Farrens

Recommended City Council Action

Approve the purchase of replacement power washer and laundry equipment at Fire Station 1.

Overview / Background

As part of the 2022-23 Equipment Purchases and Financing list, a SCBA Equipment and Decontamination (Decon) washer in the amount of \$49,700 was approved for purchase in 2023 for Fire Station 1. Upon Chief Farrens arrival, a review was done of current building space and needs, and Finance Director Bruska agreed the purchase could wait until 2024 as more time was needed to evaluate what was required to serve the Rogers Fire Department best.

After hiring Logistics Technician Jeff Ende, we thoroughly reviewed the new equipment being added to Station 2 and what is currently at Station 1. A SOLO Decontamination washer is slated to be added to Fire Station 2, and we believe the singular device would support the needs of the RFD currently.

Instead of procuring an additional SOLO Decon Washer, we believe we should purchase a replacement HOTSYS Pressure washer and route another hose and reel to the far east side of the bay, as well as replace the commercial dryer with a stacked washer-dryer unit. Currently, janitorial staff and others are using the PPE decon extractor as a washing machine for kitchen and cleaning towels. These extractors should be limited to use for firefighter structural gear to increase their life cycle and decrease other's exposure to potential contaminants.

The current power washer had two service calls in 2023, and is approaching the end of its useful life at nearly 22 years old. The unit is currently only intermittently producing pressurized water to clean apparatus, floors, fire hose, etc.

In summary, we believe that the approved equipment funding is better used to replace some aging and failing equipment at Station 1 with a net savings of approximately \$22,000 dollars to the city of Rogers, as shown below:

- Funds available to purchase a SCBA Decon Washer \$49,700
- Replace Pressure Washer and add new reel/piping \$20,034.98
- Replace commercial dryer with washer/dryer \$5,500
- Electrical Gas Work \$2,500
- Net Savings \$21,666

Staff Recommendation

Recommend the purchase of a washer and dryer and replacement of the Hosty Power washer system at Station One not to exceed \$28,034 dollars.

Financial Impact: 28,034**Budgeted?** Yes**Source Fund:** Fund 400**Notes:**



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: January 23, 2024

Agenda Item: No. 7.3

Subject: Approval of a Resolution 2024-10 Approving a Purchase Agreement for the Sale of City-owned Property at 14086 Northdale Blvd to LM Ritz Properties, LLC

Prepared By: Brett Angell, Community Development Director

Recommended City Council Action

Motion to approve Resolution 2024-10 approving a purchase agreement for the sale of city-owned property at 14086 Northdale Blvd to LM Ritz Properties, LLC, subject to the final review and approval by the City Attorney.

Overview / Background

In early December 2023, the city acquired the former Hardees property at 14086 Northdale Blvd and the surrounding vacant land. With the acquisition, the intention was to control the future development of this corner property and seek to facilitate development of the vacant land and redevelopment of the former Hardees.

At the December 27, 2023 meeting, the City Council received a presentation from North Star Brewing which introduced the owners, gave information related to their company and partners, and shared their vision for the former Hardees property, which is currently owned by the city. North Star Brewing is seeking to open a new microbrewery and taproom at the location. Plans for the property include the installation of a new patio, facade improvements, and the likely gutting of most of the inside of the building.

At the following meeting on January 9th during closed session, the Council discussed a proposed offer for sale of the building for this use. Following direction received at the closed session, staff had discussions with the proposed buyer and was able to reach a number based upon what council was seeking. Attached to this memorandum includes the proposed purchase agreement and key items related to the sale can be found below:

- Buyer: LM Ritz Properties, LLC
- Seller: City of Rogers
- Sale Price: \$350,000
- Due Diligence Period: 90-days
- Closing: Within 30-days following due diligence
- Contingencies:
 1. Successful land use approvals obtained, if necessary;
 2. Buyer obtaining a federal brewing license;
 3. Seller completing the re-platting of the property;
 4. Satisfactory title

The proposed sale includes the former Hardees property as well as 0.3-acres of additional vacant land directly to the west of the Hardees property. With this additional land, the total size of the property in question is 1-acre. The additional land allows for more flexibility to increase parking and flexibility for future expansion. Proceeds of the sale will be de directed to the RSAF fund, which was used to acquire the property.

If approved tonight, the agreement will be fully executed in short order and the proposed sale will begin the due diligence period. Based upon conversations with the buyer, the anticipation and hope is for the buyer to close as soon as they deem possible and begin work right after closing. The business would like to be open to the public in summer 2024.

To note, the draft of the new plat has been completed and will begin county review in the very near future. This timing is aligned and the plat is anticipated to be completed prior to closing. Additionally, the surrounding vacant land currently is being actively marketed for sale on relevant commercial real estate sites.

Staff Recommendation

Staff recommends approval of Resolution 2024-10 approving a purchase agreement for the sale of city-owned property at 14086 Northdale Blvd (former Hardees) to LM Ritz Properties, LLC, subject to final review and approval of the City Attorney.

ATTACHMENTS:

Description

Resolution 2024-10

Purchase and Sale Agreement

**CITY OF ROGERS
HENNEPIN COUNTY
STATE OF MINNESOTA**

RESOLUTION NO. 2024-10

**RESOLUTION APPROVING A PURCHASE AGREEMENT WITH
THE LM RITZ PROPERTIES LLC**

WHEREAS, the City of Rogers, Minnesota (the “City”) owns certain real property located at 14086 Northdale Boulevard, in the City, legally described as Lot 2, Block 1, Uptown Rogers 3rd Addition, according to the recorded plat thereof, Hennepin County, Minnesota (the “Property”); and

WHEREAS, LM Ritz Properties, LLC, a Minnesota limited liability company (the “Buyer”), is interested in purchasing the Property from the City in connection with the substantial rehabilitation and conversion of the building located on the Property into a new microbrewery and tap room, and there is presented to the City Council of a City a Purchase Agreement by and between the City and the Buyer related to the Property (the “Purchase Agreement”); and

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

1. The Buyer has requested a reduced purchase price of the Property from the City (the “Assistance”) due, in part, to the substantial rehabilitation and conversion costs the Buyer will incur with respect to the building located thereon; however, the City hereby finds that the Assistance is not a business subsidy within the meaning of Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the “Business Subsidy Act”), because the Assistance is related to redevelopment where the Buyer’s investment in the purchase of the Property and in site preparation, including demolition costs, is 70% or more of the assessor’s current year’s estimated market value for the Property, and therefore, the Assistance is not subject to the requirements of the Business Subsidy Act.

2. The City hereby approves the Purchase Agreement substantially in accordance with the terms set forth in the form presented to the Council, together with any related documents necessary in connection therewith, including the quit claim deed and any documents required by the title company relating to the conveyance of the Property, and without limitation all documents, exhibits, certifications or consents referenced in or attached to the Purchase Agreement (collectively, the “Conveyance Documents”) and hereby authorizes the Mayor and the City Clerk to negotiate the final terms thereof and, in their discretion and at such time as they may deem appropriate, to execute the Conveyance Documents on behalf of the City. The Council hereby approves the conveyance of the Property to the Buyer in accordance with the terms of the Conveyance Documents.

3. The approval hereby given to the Conveyance Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This Resolution shall not constitute an offer and the Conveyance Documents shall not be effective until the date of execution thereof as provided herein. In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the Council by any duly designated acting official, or by such other

officer or officers of the Council as, in the opinion of the City's Attorney, may act in their behalf.

4. Upon execution and delivery of the Conveyance Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Conveyance Documents when all conditions precedent thereto have been satisfied.

Approved this January 23, 2024 by the City Council of the City of Rogers, Minnesota.

Mayor

ATTEST:

City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 18th day of January, 2024 (the "Agreement Date"), by and between LM Ritz Properties, LLC, a Minnesota limited liability company, ("Buyer"), and the City of Rogers, a Minnesota municipal corporation (the "City" or "Seller"). Each may be referred to as a "Party" or collectively, the "Parties".

1. **Conveyance of Property.** In consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, certain real property consisting of approximately 1.0 acres of land, together with any site improvements, fixtures, and all easements, appurtenances, and other related real property rights, located at 14086 Northdale Boulevard, in the City of Rogers, County of Hennepin, Minnesota, as legally described on Exhibit A attached hereto (the "Property").

2. **Buyer Use of Property.** Buyer represents to the seller that the purchase is in relation to the establishment of a new microbrewery and taproom on the Property ("Project").

3. **Personal Property.** All equipment, furnishings and other personal property and fixtures shall be included with the sale provided, however, that the Seller may, after closing, retain certain equipment identified by the Buyer as unneeded. Buyer shall have a reasonable period after closing, not to exceed ten (10) days, to identify any such equipment. The Parties will document the personal property sold to the Buyer on a bill of sale signed by both parties. This provision shall survive closing.

4. **Purchase Price and Terms.**

4.1 **Purchase Price.** The total purchase price to be paid by Buyer to Seller for the Property shall total Three Hundred Fifty Thousand and No/100 Dollars (\$350,000) (the "Purchase Price").

4.2 **Payment Terms.** Upon Seller's full performance of its obligations under this Agreement, Buyer will direct the Title Company at Closing to tender the balance of the Purchase Price (subject to prorations, reductions and credits as provided herein) to Seller in certified or wire transferred funds.

4.3 **Deed/Marketable Title.** Subject to performance by Buyer, Seller agrees to execute and deliver a statutory Warranty Deed (the "Deed") in recordable form conveying marketable title to the Property to Buyer, subject any title matters waived or accepted by the Buyer under the terms of this Agreement.

5. **Information and Title Inspection.**

5.1 **Seller's Information.** Within 5 business days of the Agreement Date, Seller shall provide to Buyer all information in Seller's possession or control relating to the

Property, including all environmental studies and reports, which Seller represents and warrants is as set forth on the attached Exhibit B (collectively, "Seller's Information"). If Seller obtains new or updated information regarding the Property prior to the Closing, Seller shall inform Buyer of its receipt of updated information and deliver such supplemental information to Buyer and the same shall be included as part of the Information.

- 5.2 Title and Survey Matters. Within 10 days after the execution and delivery of this Agreement by both parties, Buyer, at Buyer's expense, shall obtain a commitment for an ALTA owner's title insurance policy issued by from a title company of the Buyer's choice (the "Title Company") for an owner's title insurance policy insuring title to the Property in the amount of the Purchase Price (the "Title Commitment"), together with copies of all documents attached to the Title Commitment. Buyer may also, at Buyer's expense, obtain any survey desired by Buyer of the Property (the "Survey") prior to the end of the Due Diligence Period. The Buyer shall provide a copy of the Title Commitment to Seller. Within 15 days after receipt of the Title Commitment and the Survey, whichever is later but not later than the end of the Due Diligence Period, Buyer shall notify Seller in writing of any objections to title and the Survey (the "Objections"), or the Objections shall be deemed waived. If any Objections are so made, Seller may be allowed until the Closing Date to cure the Objections and make the title to the Property good and marketable of record in Seller. Notwithstanding the foregoing, Seller shall have no obligation to cure any Objections. If any Objections remain uncured by Seller on the Closing Date, Buyer, as its sole and exclusive remedy, may either: (A) terminate this Agreement by giving written notice to the Seller; or (B) elect to accept the title in its unmarketable condition and without reduction of the Purchase Price by giving written notice to Seller.

6. **Due Diligence Period.** The term "Due Diligence Period" shall mean the period commencing on the Agreement Date and ending ninety (90) days following the Agreement Date. Buyer shall have one option to, by notice to Seller made at least five (5) days before the end of the then applicable Due Diligence Period, extend the Due Diligence Period by 30 days. During the Due Diligence Period, Buyer may approve and conduct any investigations, studies or tests desired by Buyer including investigations and tests specifically for the presence or absence of Hazardous Substances in, on, or about the Property, including by means of a Phase I or, if recommended by the Phase I, a Phase II Environmental Site Assessment and all inspections related thereto, as well as invasive drilling and inspections, tests, feasibility studies, and any other inspections, studies or tests reasonably required by Buyer in connection with Buyer's due diligence, in Buyer's sole discretion and at its sole cost and expense (collectively, the "Inspections"). Prior to initiating any Phase II Environmental Site Assessment or any invasive testing, the Buyer shall provide Seller with a copy of the Phase I Environmental Site Assessment, together with a detailed plan for any drilling or testing detailing any boring sites or other testing locations and the rationale for each site or location. In the event that the Seller determines that the proposed testing may cause significant damage to the Property, Seller can elect to prohibit such testing by written notice to Buyer. In the event that Seller elects to prohibit testing, Buyer may elect to terminate this Agreement within five (5) business days after notice from Seller prohibiting testing and receive a refund of any Deposit.

Buyer shall provide Seller a complete copy of any Phase I or Phase II Environmental Site Assessment. During the Diligence Period, Seller grants to Buyer, its agents, employees, and contractors the right to enter the Property to conduct the Inspections. Buyer shall notify Seller prior to any entry and shall not unreasonably interfere with Seller's business operations at the Property. Buyer shall promptly repair any damage to the Property arising out of the Inspections and return the Property to substantially the same condition as existed prior to the Inspections, except that Buyer shall not be required to restore any latent defect or pre-existing condition at the Property not caused by Buyer's or its agents', contractors' or employees' entry on the Property. Buyer shall indemnify, defend, and hold Seller harmless from and against any damage, injury, claim or lien caused by the activities of Buyer or its agents on the Property, provided, however, that Buyer shall have no responsibility or liability, and no obligation to indemnify or defend Seller, for (a) any act or omission of Seller or Seller's officials, agents, employees, and representatives; (b) any adverse condition or defect on or affecting the Property not caused or impacted by Buyer or its employees, agents, consultants, or contractors discovered during the Inspections including, without limitation, the pre-existing presence or discovery of any matter (such as, but not limited to, any Hazardous Substance as defined by Section 12.I.); (c) the results or findings of any inspection not caused or impacted by Buyer or its employees, agents, consultants, or contractors discovered during their inspections; and/or (d) Buyer's election to terminate this Agreement as a result of any inspection pursuant to this Agreement.

7. **Contingencies.** Buyer's Contingencies are as follows:

- A. Approval of this Agreement by Seller's governing body authorized on 1/18/2024.
- B. By the end of the Due Diligence Period, the Buyer shall have determined, in its sole and absolute discretion, that it is satisfied with the results and matters disclosed by the Buyer's Investigation of the Property pursuant to Section 5 of this Agreement. This includes, specifically, that Buyer shall be satisfied, in Buyer's sole discretion, with the status and results of any environmental inspections on, or about the Property, including the results of any Environmental Site Assessment and all inspections related thereto, including concurrent or subsequent results or findings relating thereto.
- C. Successful land use approvals as necessary granted by the governing body of the Seller.
- D. Buyer successfully obtaining a federal brewing license from the Bureau of Alcohol, Tobacco, Tax and Trade (TTB).
- E. By the Closing Date, the Seller shall have successfully completed the platting of the property to meet this agreement.
- F. By the Closing Date, the condition of title shall be satisfactory to the Buyer following the Buyer's examination of title as provided herein.

Buyer shall have the time described in Sections 5 and 6, above, to complete its title and due diligence reviews. These contingencies are solely for the benefit of Buyer and, with the exception

of the contingency described in Section 6.A., may be waived by Buyer. If Buyer gives written notice to Seller that the contingencies are duly satisfied or waived, Buyer and Seller shall proceed to close the transaction. If the contingencies are not satisfied or waived, this Agreement may be voided at the written option of either Party. If any contingency is not satisfied or waived and Buyer or Seller does not send written notice of termination, this Agreement is deemed to have been terminated at the close of the Due Diligence Period described in Section 6. As a contingent purchase agreement, the termination of this Agreement is not required pursuant to Minnesota Statutes Section 559.21, et seq. in the event this Agreement is deemed to be terminated at the close of the Due Diligence Period.

7. **Closing.** Subject to the terms of this Agreement, the closing of the purchase and sale of the Property contemplated by this Agreement (the “Closing”) shall occur at the office of the Title Company, or at another location mutually agreed upon by the Parties, on the date thirty (30) days after the expiration of the Due Diligence Period or an extension thereof as defined in Section 5, or such other date as agreed to by the Parties in writing (the “Closing Date”).

8. **Closing Costs.** Seller shall be responsible for the following closing costs and related items: (1) one-half of the closing fees charged by the Title Company utilized to close the transaction contemplated by this Agreement; (2) all transfer taxes or other governmental charges including the State deed tax and conservation fee assessed on the transfer of the Property; (3) any curative endorsements Seller elects to obtain to cure title defects; (4) all recording fees and charges relating to the filing of any instrument to make title marketable, and; (5) Seller’s own legal and accounting fees associated with this transaction. Buyer shall be responsible for the following closing costs and related items: (1) one-half of the closing fees charged by the Title Company utilized to close the transaction contemplated by this Agreement; (2) the cost of the title commitment and any title search and examination fees, and charges for premiums required for the issuance of a title insurance policy; (3) recording fees or charges related to the filing of the deed, and; (4) Buyer’s own legal and accounting fees associated with this transaction.

9. **Real Estate Taxes and Special Assessments; Common Expenses Under Declaration.** Real estate taxes due and payable in the year of closing shall be prorated as of the Closing Date. Seller shall pay on or before the Closing Date all real estate taxes due and payable in all prior years including all deferred real estate taxes, penalties, and interest. Seller shall pay all special assessments levied against the Property as of the Closing Date. Buyer shall assume any special assessments that are pending but not levied against the Property as of the Closing Date.

10. **Documents to be Delivered at Closing by Seller.**

- A. The Deed conveying the Property to the Buyer.
- B. Standard form Affidavit of Seller
- C. ALTA Statement or other form of Settlement Statement prepared by the Title Company closing of the purchase and sale of the Property.

- D. FIRPTA affidavit that Seller is not a “foreign person” as such term is defined within Section 1445 of the Internal Revenue Code.
- E. A certificate certifying that the Sellers’ representations and warranties as contained in this Agreement are true now and on the Closing Date as if made on the Closing Date (the “Bring-Down Certificate”).
- F. Well disclosure certification, if required, or statement that Seller is not aware of any wells on the Property.
- G. Any other documents as may be reasonably required by the title insurance company in order to complete the transaction contemplated by this Agreement.

11. **Documents to be Delivered at Closing by Buyer.**

- A. Any affidavits of Buyer, certificates of value, or other documents as may be reasonably required by the Title Company in order to complete the transaction contemplated by this Agreement.

12. **Seller’s Representations and Warranties.** Seller represents and warrants to Buyer now and as of the Closing Date that:

- A. Seller has good, indefeasible, and marketable fee simple title to the Property subject to matters identified in the Title Commitment.
- B. Neither the execution, delivery or performance of this Agreement will result in the breach under any indenture, security instrument nor other agreement or court or administrative order by which Seller or the Property may be bound or affected.
- C. As of the Closing Date, there will be no leases or other occupancy agreement in effect with respect to the Property. There are no tenants or third parties in possession of the Property.
- D. As of the Closing Date, no contracts or agreements will be in effect with respect to the Property by which Buyer will be bound, except as may be identified in the Title Commitment.
- E. There are no legal actions, suits, litigation, or other legal or administrative proceedings of any kind, pending or threatened, that affect the Property or any portion thereof, and Seller has no knowledge that any such action is presently contemplated.
- F. To the best of Seller’s knowledge, no wells exist on the Property.

- G. To the best of Seller's knowledge, no sewage treatment system exists on the Property, and no such tanks have been removed during Seller's ownership of the Property except in compliance with applicable laws.
- H. As of the Closing Date, all payments will have been made for all labor and materials furnished to the Property by or on behalf of Seller.
- I. To the best of Seller's knowledge, there are no Hazardous Materials as herein defined on the Property.

The term "**Hazardous Materials**" as used herein includes, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule, or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) and in the regulations adopted and publications promulgated pursuant thereto.

- J. Seller has full power and authority to enter into this Agreement and to perform all its obligations hereunder, and has taken all action required by law, its governing instruments, or otherwise to authorize the execution, delivery, and performance of this Agreement and all the deeds, agreements, certificates, and other documents contemplated herein. This Agreement has been duly executed by and is a valid and binding agreement of Seller, enforceable in accordance with its terms, except as enforceability may be limited by equitable principles or by the laws of bankruptcy, insolvency, or other laws affecting creditors' rights generally.
- K. Seller has not entered into any other contracts for the sale of the Subject Property, Seller shall not enter into any new agreements with respect to the Property that shall not be cancelable by Buyer without penalty upon no greater than thirty (30) days' notice, without the prior written consent of Buyer.
- L. To the best of Seller's knowledge, there is no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof.

- M. Seller is not aware of any latent or patent defects in the Property, such as sinkholes, weak soils, unrecorded easements or restrictions.
- N. Seller is not a “foreign person” as such term is defined in the Internal Revenue Code.
- O. To the best of Seller’s knowledge, methamphetamine production has not occurred on the Property.

Seller agrees to defend, indemnify, and hold Buyer harmless for, from, and against any loss, costs, damages, expenses, obligations, and attorneys’ fees incurred should an assertion, claim, demand, action, or cause of action be instituted, made or taken, which is contrary to or inconsistent with the representations or warranties contained herein.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES WITH SELLER THAT BUYER IS PURCHASING THE PROPERTY (INCLUDING ALL IMPROVEMENTS AND FIXTURES, AND EQUIPMENT, FURNISHINGS AND OTHER PERSONAL PROPERTY AND FIXTURES AS LISTED ON EXHIBIT C), IN ITS “AS IS” AND “WHERE IS” CONDITION “WITH ALL FAULTS” AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER. BUYER IS RELYING ON ITS OWN INVESTIGATIONS AND INQUIRY WITH RESPECT TO THE PROPERTY (INCLUDING ALL IMPROVEMENTS AND FIXTURES, AND EQUIPMENT, FURNISHINGS AND OTHER PERSONAL PROPERTY AND FIXTURES AS LISTED ON EXHIBIT C) IN ALL RESPECTS, INCLUDING, WITHOUT LIMITATION, ACCESS. ZONING AND LAND USE MATTERS AND THE SUITABILITY OF THE PROPERTY FOR BUYER’S INTENDED PURPOSES. SELLER SHALL HAVE NO OBLIGATION TO PERFORM ANY REPAIRS, ALTERATIONS OR IMPROVEMENTS TO THE PROPERTY.

13. **Notices.** Any notice, demand, request or other communication which may or shall be given or served by Seller on Buyer or by Buyer on Seller, shall be in writing and deemed given or served on the date the same is hand delivered or the date of receipt or the date of delivery if deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

If to Seller:	City of Rogers Attn: Community Development Director 22350 S. Diamond Lake Rd Rogers, MN 55374
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Email: bangell@rogersmn.gov

If to Buyer: LM Ritz Properties, LLC
Attn: Leanne Ritz
13855 Sheffield Lane N
Maple Grove, MN 55311
Email: leanne.ritz@gmail.com

With copy to: Kennedy & Graven, Chartered
Attn: Robert J. Vose
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
Email: rvose@kennedy-graven.com

or such other address as either Party may give to the other in accordance with the requirements of this Section.

14. **Default; Remedies; Specific Performance.** If Buyer defaults in any of the agreements herein, Seller may terminate this Agreement by providing 30 days' written notice to Seller as its sole and exclusive remedy. In the event of a default by Seller hereunder, Buyer may either: (1) terminate this Agreement; or (2) bring an action to compel the specific performance of this Agreement in a court of law or equity if said action is brought within 6 months after Seller's default.

15. **Risk of Loss.** Seller shall bear all risk of loss resulting from damage to or of all or a portion of the Property which may occur prior to Closing by way of casualty, condemnation or otherwise ("Risk of Loss Event"). Following any Risk of Loss Event, Buyer may, in its sole discretion, by written notice to Seller within 15 days after receiving notice of such Risk of Loss Event, terminate this Agreement, in which event neither Party shall have any further obligations under this Agreement. If necessary, the Closing Date shall be extended to allow Buyer such 15-day period. In the event of any Risk of Loss Event which does not result in a termination of this Agreement, Seller shall, at Closing, pay Buyer or credit Buyer against the Purchase Price the amount of any insurance or condemnation proceeds attributable to Risk of Loss Event, or assign to Buyer, as of Closing and in a form acceptable to Buyer, all rights or claims for relief to the same, and credit to Buyer an amount equal to the deductible, if any, under any applicable insurance policy of Seller.

16. **Broker Commissions.** With respect to this Agreement, Seller and Buyer represent and warrant to each other that they have not dealt with any brokers in connection with the transaction contemplated by this Agreement. Seller shall indemnify, defend, and hold harmless Buyer against any claim made by any agent or broker for a commission or fee based on acts or agreements of Seller. Buyer will indemnify, defend, and hold harmless Seller against any claim made by any agent or broker for a commission or fee based on acts or agreements of Buyer. This Section shall survive the Closing or termination of this Agreement.

17. **Revesting Title in Seller Upon Happening of Specific Defaults by Buyer.**

- A. If subsequent to the conveyance of the Property to Buyer, and prior to (i) Buyer being issued a building permit for the Project on or before December 31, 2024 such datee being subject to extension for Unavoidable Delays (as defined hereafter), Buyer:
- a. fails to carry out the Conveyance Obligations and said failure is not cured, to the reasonable satisfaction of the Seller within thirty (30) days after written notice from the Seller to Buyer to do so; or
 - b. has transferred the Property in violation of Section 10.C.3. below,

(collectively the “Revesting Events”) then the Seller shall have the right to re-enter and re-take possession of the Property and to terminate (and revest in the Seller) the estate conveyed by the Deed to the Buyer, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Property to the Buyer shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of the occurrence of the Revesting Events, which remained uncured within the period and in the manner stated in such provisions, the Seller at its option may declare a termination in favor of the Seller of the title and all the rights and interest in and to the Property conveyed to the Buyer, and that such title and all rights and interests of the Buyer, and any assigns or successors in interest to and in the respective portion of the Property, shall revert to the Seller. As a condition of said option for termination by and revestment to the Seller, the Seller shall have one hundred eighty (180) days following the expiration of Buyer’s cure period to re-enter, terminate, and meet the conditions for such revestment, which include paying to Buyer the actual Purchase Price paid at Closing. In the event Seller fails to exercise its option for revestment, or after such point the revestment cannot be triggered, Seller shall execute a quit claim deed in favor of Buyer, or such other recordable document necessary for the purpose of evidencing the waiver of the conditions as stated in the Deed and termination of the revestment option, at which time full fee simple title to the Property shall vest in Buyer with no further restrictions upon its use or transfer.

- B. The Buyer represents and agrees that its purchase of the Property, and its other undertakings pursuant to this Agreement, are, and will be used, for the purpose of development of the Property for the Project and not for speculation in land holding.
- C. The Buyer represents and agrees that prior to the occurrence of the Conveyance Obligations, the Buyer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other form of or with respect to this Agreement or the Property without the prior written approval of the Seller.

D. The above shall not apply to the following transfers:

- a. Transfer of the Property by the Buyer to any corporation, partnership, or limited liability company controlling, controlled by, or under common control with the Buyer;
- b. Grant or conveyance of a mortgage interest in the Property for the purpose of obtaining financing necessary to enable the Buyer to perform its obligations with respect to construction of the Project; or
- c. Conveyance of any easements necessary for the Project.

E. The Seller may require as a condition of any said transfer that such transferee enter into a transfer and assignment agreement with the Buyer agreeing to be bound by the terms of this Agreement.

F. After Buyer as completed the Conveyance Obligations and upon the request of Buyer, the Seller will furnish the Buyer with a Certificate of Completion and Release of Forfeiture in the form attached hereto as Exhibit B.

G. For purposes of this Section, the term "Unavoidable Delays" shall mean delays outside the control of the Party claiming its occurrence which include but are not limited to delays caused by strikes, fire or other casualty, war, material or labor shortage, weather, or acts of God, or acts of any federal, state or local government unit, except those acts anticipated or contemplated under this Agreement.

14. **No Partnership or Joint Venture.** Nothing in this Agreement shall be construed or interpreted as creating a partnership or joint venture between Seller and Buyer relative to the Property.

15. **Cumulative Rights.** Except as may otherwise be provided herein, no right or remedy herein conferred on or reserved by either party is intended to be exclusive of any other right or remedy provided by law, but such rights and remedies shall be cumulative in and in addition to every other right or remedy given herein or elsewhere or existing at law, equity or by statute.

16. **Entire Agreement.** This Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements and understanding between the Parties with respect to the Property.

17. **Amendment and Modification.** No amendment, modification, of waiver of any condition, provision, or term of this Agreement shall be effective unless in writing and executed by the Parties.

18. **Controlling Law.** This Agreement shall be governed by the laws of the State of Minnesota.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical. This Agreement may be further evidenced by facsimile and email scanned signature pages.

20. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Agreement is not assignable by either Party without the other Party's written consent.

21. **Captions.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

22. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and shall be interpreted, performed, and enforced as if the invalid or unenforceable provision did not appear herein.

23. **No Merger of Representations, Warranties.** All representations and warranties contained in this Agreement shall not be merged into any instruments or conveyance delivered at Closing, and the Parties shall be bound accordingly.

[Signature page follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this Purchase Agreement as of the Agreement Date.

SELLER
CITY OF ROGERS

Rick Ihli, Mayor

Stacie Brown, City Clerk

IN WITNESS WHEREOF, Seller and Buyer have executed this Purchase Agreement as of the Agreement Date.

BUYER
LM RITZ PROPERTIES, LLC

Leanne Ritz
Owner

EXHIBIT A

Legal Description of the Property

Real property in the City of Rogers, County of Hennepin, State of Minnesota, described as follows:

Lot 2, Block 1, Uptown Rogers 3rd Addition, according to the recorded plat thereof, Hennepin County, Minnesota

EXHIBIT B

SELLER'S INFORMATION

Existing Surveys:

- ALTA/NSPS Survey by Kemper & Associates dated 9.28.2017
- ALTA/NSPS Survey by Kemper & Associates dated 12.18.2017
- Plat of Uptown Rogers 2nd Addition
- Hennepin County State Aid Highway No. 144, Plat 52
- Plat of Remus Industrial Park
- Plat of Uptown Rogers

Existing Property Condition Reports:

- Phase I Environmental Site Assessment by Technical Advisory Group DATED 10.26.2017

Existing Title Reports/Commitments/Policies & Title Matters

- Owner's Policy of Title by Commercial Partners Title, LLC dated 1.23.2018
- Documents referenced on Exhibit D ("Title Matters")

Other Information:

- Floor Plan by Gray Companies, Inc. revised 5.25.11

EXHIBIT B

CERTIFICATE OF COMPLETION AND RELEASE OF FORFEITURE

WHEREAS, the City of Rogers, a Minnesota municipal corporation (the “Grantor”), by the Limited Warranty Deed (“Deed”) recorded in the Office of the County Recorder or the Registrar of Titles in and for the County of Hennepin, State of Minnesota, as Document Number _____ that conveyed to LM Ritz Properties, LLC, a Minnesota Limited Liability Company (the “Grantee”), the following land in the County of Hennepin, State of Minnesota, legally described on attached Exhibit 1 (the “Property”); and

WHEREAS, the Deed contains certain covenants and restrictions, the breach of which by Grantee, its successors and assigns, will result in a forfeiture of the Property and any improvements thereon to Grantor, its successors and assigns, said covenants and restrictions being set forth in the Deed (defined as “Right of Reverter” in the Deed); and

WHEREAS, the Grantee has performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the Grantor to permit the execution and recording of this Certificate of Completion and Release of Forfeiture.

NOW, THEREFORE, this is to certify that all building construction and other physical improvements specified to be done and made by the Grantee have been completed and all of the above covenants and conditions in the Deed have been performed by the Grantee all allowing for the release and termination of the Right of Reverter. As such, the Right of Reverter is hereby released absolutely and forever insofar as it applies to the Property, and the County of Hennepin, State of Minnesota is hereby authorized to accept for recording and to record this instrument, and the filing of this instrument shall be a conclusive determination of the termination of the Right of Reverter.

CITY OF ROGERS,

A Minnesota municipal corporation

BY: _____

Mayor

AND: _____

City Clerk

STATE OF MINNESOTA)

COUNTY OF HENNEPIN)ss.

CITY OF ROGERS)

On this ____ day of _____, 20____, before me personally appeared Mayor and City Clerk to me known to be the persons described in the foregoing instrument and who did say they are, respectively, the Mayor and City Clerk of the City of Rogers, Minnesota, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

EXHIBIT 1
TO
CERTIFICATE OF COMPLETION AND RELEASE OF FORFEITURE

[insert legal description]