

# ***AGENDA***

## ***ROGERS CITY COUNCIL***

***February 13, 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 23, 2024 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Approve Resolution No. 2024-11 Approving Agreement for County State Aid Designations and Renumbering of County State Aid Highways as Part of the Fletcher Bypass Project, City Project No. 1409

5.4 Approve Final Payments for Brockton Meadows Park, City Project No. 2211, Edgewater Park, City Project No. 2212 and Laurel Creek Park, City Project No. 2005

5.5 Approval of Revised Position Description for IS Director

5.6 Approval of Massage Therapist License Renewal for Janna Westfall

5.7 Approve Resolution 2024-12 Recognizing National Burn Awareness Week

5.8 Approval of Updated Rogers Fire Department Handbook

5.9 Accept Resignation of Economic Development Coordinator

### **6. PUBLIC HEARINGS**

6.1 Project X Minnesota Investment Fund (MIF) Application

6.2 Public Improvement Hearing, Assessment Hearing and Award Contract, Arthur Street Utility Improvements, City Project No. 1714

## **7. GENERAL BUSINESS**

- 7.1 Approval of Resolution 2024-18; Making Findings and Temporarily Suspending Liquor License for R Social
- 7.2 Approve Agreement with Terra General Contractors, LLC for Preconstruction Services for Rogers Indoor Athletic Facility, City Project 2201
- 7.3 Consideration of an Amendment to the Purchase Agreement with NAI Legacy Related to Sale Price
- 7.4 Motion to Approve the Purchase of a Midwest Fire Apparatus Mini Pumper and Associated Equipment

## **8. OTHER BUSINESS**

## **9. CORRESPONDENCE AND REPORTS**

## **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)

Council will adjourn to closed session to discuss the potential sale of real property owned by the City (PID 14-120-23-42-0015 and 0021), located at 136th Avenue and Rogers Drive, pursuant to Minnesota Statute 13D.05, subdivision 3(c).

## **11. ADJOURN**



**REQUEST FOR ACTION  
ROGERS CITY COUNCIL**

**Meeting Date:** February 13, 2024

**Agenda Item:** No. 5.1

**Subject:** Approval of January 23, 2024 City Council Meeting Minutes

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

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**Recommended City Council Action**

Motion to approve the January 23, 2024 City Council meeting minutes.

**Staff Recommendation**

Motion to approve the January 23, 2024 City Council meeting minutes.

**ATTACHMENTS:**

Description

01/23/24 City Council 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 23, 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  
Council excused: None.

Staff present: Steve Stahmer, City Administrator; Stacy Scharber, Assistant Administrator/HR 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; 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 January 09, 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 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 21<sup>st</sup> 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 21<sup>st</sup> 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 2024-07; Accepting Storm Sewer Improvements and Authorizing a Financial Security Reduction for Harvest View 1<sup>st</sup> Addition**



- 5.11 Approve Change Order No. 1 and Payment No. 2 and Final for the Maple Avenue and Sugar Lane Mill and Overlay, Project No. 2301**
- 5.12 Approval of a Proposal by Samatek 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; Granting Approval of the Preliminary and Final Plat for Rogers Northdale**

Councilor Jullie requested to remove Item 5.8 to address separately.

Councilor Eiden requested to remove Item 5.9 for discussion.

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

Councilor Jullie addressed Item 5.8; publicly thanking everyone who participates in the appointments and Commissions.

Councilor Jullie moved, Councilor Eiden seconded a motion to approve Item 5.8, approving appointments to the Planning Commission. Motion carried 5-0.

Eiden addressed Item 5.9; asking for clarification on the change orders. Public Works Director/City Engineer Cote explained that the original cost was based on the bid amount plus engineering, administrative and legal fees. At the end of the project, there is a final project amount based on bid quantities and change orders, plus actual engineering and change orders. Councilor Jullie noted that it appears the change order is for less, and Cote replied that the project as final is less than as bid.

Councilor Eiden moved, Councilor Jullie seconded a motion to approve Item 5.9, approving Change Order No. 1 and Payment No. 2 and Final for the 2023 Pavement Management Program. Motion carried 5-0.

## **6. Public Hearings**

None

## **7. General Business**

### **7.1 Approval to Hire Avery Fischer as Police Officer**

Chief of Police Wills shared a background of Avery Fischer, including his educational and professional background, and service as a Community Service Officer with the Rogers Police Department since July 2023. Chief Wills added that Mr. Fischer has successfully passed pre-employment conditions for hire, and will be an excellent addition to the Patrol Division. Mayor Ihli asked if the department is now up to full staff, and Wills replied that they are close.

Councilor Enga moved, Councilor Klick seconded a motion to approve Resolution 2024-08, Hiring Avery Fischer as a Full-Time Police Officer Effective January 29, 2024. Motion carried 5-0.

### **7.2 Approval to Purchase Replacement Equipment for Fire Station 1**

Fire Chief Farrens shared details on the replacement items being requested for Fire Station 1, including a power washer and laundry equipment. Chief Farrens explained that a thorough review has been done for new equipment being added to Station 2 and what is currently on hand at Station 1. After completing the review, staff are looking to prioritize replacement of the power washer and purchase a commercial washer and dryer. Instead of purchasing an additional SOLO Decontamination Washer, staff believes they should purchase a replacement pressure washer as well as replace the commercial dryer with a stacked washer-dryer unit. The current power washer is approaching the end of its useful life at nearly 22 years old and is only intermittently producing pressurized water. Councilor Eiden commented that he appreciated the practical approach to prioritizing needs for the department.

Councilor Eiden moved, Councilor Enga seconded a motion to approve the purchase of replacement equipment for Fire Station 1. Motion carried 5-0.

### **7.3 Approval of Resolution 2024-10; Approving a Purchase Agreement for the Sale of City-Owned Property at 14086 Northdale Blvd to LM Ritz Properties, LLC**

Community Development Director Angell provided a background on the City-owned parcel being considered for sale to LM Ritz Properties, LLC. He reviewed the property details, including size, zoning, guidance, previous use, and surrounding uses. Angell shared a rendering for the proposed use; a micro-brewery and taproom, including significant interior and exterior improvements, as well as the addition of a patio.

Angell reviewed details of the purchase agreement, including the sale price of \$350,000, Due Diligence period of 90 days, closing within 30 days following due diligence, and contingencies. He explained that if approved tonight, the agreement will be fully executed in short order, and the proposed sale will begin the Due Diligence period.

Councilor Jullie asked if there is a process where the buyer's finances are reviewed in transactions of this type, in order to establish a level of confidence. Angell explained that a review of finances is commonly required in Tax Increment Financing or tax abatement situations. With a pure real estate detail, it doesn't have to be done; however, the City can request this if desired. Mayor Ihli noted the length of time the property has been vacant, and the benefits of the location. Councilor Eiden added that he is excited to see this property brought back to life.

Mayor Ihli moved, Councilor Klick seconded a 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. Motion carried 5-0.

## **8. Other Business**

None.

**9. Correspondence and Reports**

No action taken.

**10. Adjourn**

Mayor Ihli adjourned the meeting at 7:17 p.m.

Respectfully submitted,

Stacie Brown  
City Clerk



**REQUEST FOR ACTION  
ROGERS CITY COUNCIL**

**Meeting Date:** February 13, 2024

**Agenda Item:** No. 5.2

**Subject:** Approval of Bills and Claims

**Prepared By:** Bridget Bruska, Finance Director

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**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

01-19-2024 Checks #90983-90995

01-19-2024 Checks #90996; 91065-91131

01-26-20204 Checks #91132-91203

02-02-2024 Checks #91204-91278

January Purchasing Cards

**CITY OF ROGERS**  
**02.13.2024 CITY COUNCIL MEETING**  
**OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAID**

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**City Payroll Checks, Taxes & Misc Fees Paid**

1/25/2024 ADP Child Support/Garnishment	124.62
1/25/2024 ADP Direct Deposits	220,206.01
2/2/2024 ADP Fees	1,454.15
2/2/2024 ADP Fees	1,040.00
2/2/2024 ADP Fees	965.30
1/25/2024 ADP Payroll Taxes	85,881.77
1/24/2024 Avesis (Employee Paid Supplemental Plan)	325.96
1/25/2024 Colonial Life (Employee Paid Supplemental Plan)	227.58
1/17/2024 Further FSA/DCAP	3,716.96
1/24/2024 Further FSA/DCAP - L. Pettis	215.00
1/25/2024 Group Health EAP Charges	128.00
1/29/2024 ICMA Deferred Compensation	2,346.14
2/5/2024 ICMA Deferred Compensation	2,346.14
1/24/2024 Optum Health Plan Fund	6,017.80
1/19/2024 PERA	64,984.53
1/30/2024 PERA	65,843.03
1/29/2024 State of MN HCSP	11,626.15
1/29/2024 State of MN HCSP	3,270.59
2/2/2024 Standard Life Insurance - February	1,655.85
2/5/2024 The Hartford (Employee Paid Supplemental Plan) - February	1,855.92
<b>Payroll &amp; Misc Fee Expenditures</b>	<b>474,231.50</b>

**City Checks Paid**

1/19/2024 Check Batch #90983-90995	773.39
1/19/2024 Check Batch #90996,91065-91131	715,196.37
1/26/2024 Check Batch #91132-91203	509,939.63
2/2/2024 Check Batch #91204-91278	214,336.58

**City Check Expenditures**

**1,440,245.97**

**City Misc ACH/Wires Paid**

2/2/2024 Credit Card Fees City	3,927.22
1/17/2024 Civic Pay ACH Fees Utility Billing	49.88
2/2/2024 Civic Pay Fees Utility Billing	3,111.86
1/30/2024 WT - Bond Trust Services - 2021A Bond Payment	565,147.50
1/24/2024 WT FED Roers Multi Family Housing Passthrough Payment	820,000.00
1/17/2024 US Bank Credit Cards - January	41,912.24
2/5/2024 Finnly Sports Payments Credit Card Fees RAC	635.25
2/5/2024 Payment Services Network Processing Fees	344.80
1/22/2024 MNDOR - City Sales Tax	3,570.00
<b>City ACH/Wire Expenditures</b>	<b>1,438,698.75</b>

**Liquor Misc ACH/Wires Paid**

2/2/2024 Credit Card Processing Fees - Muni	691.55
2/5/2024 Credit Card Processing Fees - RWAS	4,889.79
2/5/2024 Credit Card Processing Fees - RWAS	424.69
2/5/2024 Credit Card Interchange Fees- RWAS	105.81
1/22/2024 MNDOR - Liquor Sales Tax	57,048.00
<b>Liquor ACH/Wire Expenditures</b>	<b>63,159.84</b>

**Liquor Total to Be Approved**

**63,159.84**

# Accounts Payable

## Computer Check Proof List by Vendor

User: gpudas  
Printed: 01/11/2024 - 1:14PM  
Batch: 00003.01.2024



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: UB*00259	Lynn/Brian Brehmer			Check Sequence: 1	ACH Enabled: False
	Refund Check 008392-000, 13351 Hynes Rd	70.83	01/19/2024	601-000-0000-20200-0000	
	Check Total:	70.83			
Vendor: UB*00260	Jay/Alyssa Calhoon			Check Sequence: 2	ACH Enabled: False
	Refund Check 009071-000, 12600 Otto St	110.96	01/19/2024	601-000-0000-20200-0000	
	Check Total:	110.96			
Vendor: UB*00256	Maria Johnson			Check Sequence: 3	ACH Enabled: False
	Refund Check 008649-000, 19519 Prairieview I	18.05	01/19/2024	601-000-0000-20200-0000	
	Check Total:	18.05			
Vendor: UB*00265	Adam Jorgensen			Check Sequence: 4	ACH Enabled: False
	Refund Check 007914-000, 22210 Orchid Ave	31.57	01/19/2024	601-000-0000-20200-0000	
	Check Total:	31.57			
Vendor: UB*00258	Jacob Loeffelman			Check Sequence: 5	ACH Enabled: False
	Refund Check 012565-000, 12616 Elm Pkwy	186.36	01/19/2024	601-000-0000-20200-0000	
	Check Total:	186.36			
Vendor: UB*00257	Jim Marciniak			Check Sequence: 6	ACH Enabled: False
	Refund Check 004890-000, 12415 Elm Pkwy	24.11	01/19/2024	601-000-0000-20200-0000	
	Check Total:	24.11			
Vendor: UB*00266	Rodney & Joan Perron			Check Sequence: 7	ACH Enabled: False
	Refund Check 012162-000, 13609 Pine Dr	47.33	01/19/2024	601-000-0000-20200-0000	
	Check Total:	47.33			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: UB*00261	Pulte Homes			Check Sequence: 8	ACH Enabled: False
	Refund Check 012416-000, 12716 Weber Ln	23.06	01/19/2024	601-000-0000-20200-0000	
	Check Total:	23.06			
Vendor: UB*00267	Pulte Homes			Check Sequence: 9	ACH Enabled: False
	Refund Check 012192-000, 22141 Harvest Ave	47.33	01/19/2024	601-000-0000-20200-0000	
	Check Total:	47.33			
Vendor: UB*00263	Logan Rice			Check Sequence: 10	ACH Enabled: False
	Refund Check 011012-000, 11269 Meadowview	90.79	01/19/2024	601-000-0000-20200-0000	
	Check Total:	90.79			
Vendor: UB*00255	Ingrid/Jeff Rickard			Check Sequence: 11	ACH Enabled: False
	Refund Check 004108-000, 22019 Red Oak Dr	100.24	01/19/2024	601-000-0000-20200-0000	
	Check Total:	100.24			
Vendor: UB*00264	Stephanie Weber			Check Sequence: 12	ACH Enabled: False
	Refund Check 009402-000, 13145 Basswood Ln	10.12	01/19/2024	601-000-0000-20200-0000	
	Check Total:	10.12			
Vendor: UB*00262	Carroll Zirbel			Check Sequence: 13	ACH Enabled: False
	Refund Check 003561-000, 13030 Red Fox Rd	12.64	01/19/2024	601-000-0000-20200-0000	
	Check Total:	12.64			
	Total for Check Run:	773.39			
	Total of Number of Checks:	13			

# Utility Billing

## Refunds Proof List

User: harker  
Printed: 01/09/2024 - 9:50 AM  
Batch: 00003.12.2023



There maybe multiple refund batches in December. It was determined that we should have been doing refunds in the same month as the billing batch. This should get use on track for 2024.

Account No	Reference No	Customer Name	Beg Balance	Deposit	Interest	Apply	Refund	Check Amt
Service Address								
003561-000	050000279000	Carroll Zirbel	-12.64	0.00	0.00	0.00	-12.64	-12.64
13030 Red Fox Rd								
Payee: Carroll Zirbel	542 Auburn Pl NW Apt #A							
004108-000	010002785000	Ingrid/Jeff Rickard	-100.24	0.00	0.00	0.00	-100.24	-100.24
22019 Red Oak Dr								
Payee: Ingrid/Jeff Rickard	16 3rd Ave NE							
004890-000	010001635500	Jim Marciniak	-24.11	0.00	0.00	0.00	-24.11	-24.11
12415 Elm Pkwy								
Payee: Jim Marciniak	7558 Ocean Ave NE							
007914-000	010001059000	Adam Jorgensen	-31.57	0.00	0.00	0.00	-31.57	-31.57
22210 Orchid Ave								
Payee: Adam Jorgensen	1669 Craig Cir NW							
008392-000	050000520000	Lynn/Brian Brehmer	-70.83	0.00	0.00	0.00	-70.83	-70.83
13351 Hynes Rd								
Payee: Lynn/Brian Brehmer	16728 65th St NE							
008649-000	010003022000	Maria Johnson	-18.05	0.00	0.00	0.00	-18.05	-18.05
19519 Prairieview Dr								
Payee: Maria Johnson	12600 Otto St							
009071-000	050000125000	Jay/Alyssa Calhoon	-110.96	0.00	0.00	0.00	-110.96	-110.96
12600 Otto St								
Payee: Jay/Alyssa Calhoon	12600 Otto St							
009402-000	080003530001	Stephanie Weber	-10.12	0.00	0.00	0.00	-10.12	-10.12
13145 Basswood Ln								
Payee: Stephanie Weber	2817 Jaber Ave NE							
011012-000	150003906001	Logan Rice	-90.79	0.00	0.00	0.00	-90.79	-90.79
11269 Meadowview Ln								
Payee: Logan Rice	9713 Stratus Dr							



Account No Service Address	Reference No	Customer Name	Beg Balance	Deposit	Interest	Apply	Refund	Check Amt
012162-000 13609 Pine Dr Payee: Rodney & Joan Perron		Rodney & Joan Perron 13609 Pine Dr	-47.33	0.00	0.00	0.00	-47.33	-47.33
012192-000 22141 Harvest Ave Payee: Pulte Homes		Pulte Homes Suite 300 1650 W. 82nd St	-47.33	0.00	0.00	0.00	-47.33	-47.33
012416-000 12716 Weber Ln Payee: Pulte Homes		Pulte Homes Suite 300 1650 W. 82nd St	-23.06	0.00	0.00	0.00	-23.06	-23.06
012565-000 12616 Elm Pkwy Payee: Jacob Loeffelman		Jacob Loeffelman 15050 Shady Elm #3434	-186.36	0.00	0.00	0.00	-186.36	-186.36
Report Totals:			-773.39	0.00	0.00	0.00	-773.39	-773.39

# Accounts Payable

## Computer Check Proof List by Vendor

User: gpudas  
Printed: 01/19/2024 - 1:04PM  
Batch: 00004.01.2024



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: abdei	Abdo			Check Sequence: 1	ACH Enabled: False
482222	2023 Audit Services - Progress Payment	5,500.00	01/19/2024	100-410-1520-43010-0000	
482222	2023 Audit Services - Progress Payment	1,100.00	01/19/2024	601-494-9440-43010-0000	
482222	2023 Audit Services - Progress Payment	1,100.00	01/19/2024	602-495-9490-43010-0000	
482222	2023 Audit Services - Progress Payment	1,100.00	01/19/2024	603-496-9495-43010-0000	
482222	2023 Audit Services - Progress Payment	1,100.00	01/19/2024	609-497-9760-43010-0000	
482222	2023 Audit Services - Progress Payment	1,100.00	01/19/2024	609-497-9770-43010-0000	
	Check Total:	11,000.00			
Vendor: AFLAC	AFLAC			Check Sequence: 2	ACH Enabled: False
622180	EE Paid Insurance Premiums January 2024	1,319.06	01/19/2024	100-000-0000-21751-0000	
	Check Total:	1,319.06			
Vendor: anoco	Anoka County Treasury Office			Check Sequence: 3	ACH Enabled: False
225900	2024 DTF Grant Match Fund	10,000.00	01/19/2024	100-420-2100-44330-0000	
	Check Total:	10,000.00			
Vendor: Wirbe	BreakThru Beverage Minnesota			Check Sequence: 4	ACH Enabled: False
113917727	Liquor	7,502.37	01/19/2024	609-497-9760-42510-0000	
113917727	Wine	345.80	01/19/2024	609-497-9760-42530-0000	
113917727	Mix	73.45	01/19/2024	609-497-9760-42540-0000	
	Check Total:	7,921.62			
Vendor: terpo	Brookfield Renewable			Check Sequence: 5	ACH Enabled: False
200100213774	RWAS Solar December	35.22	12/31/2023	609-497-9760-43810-0000	
	Check Total:	35.22			
Vendor: canre	Canteen Refreshment Services			Check Sequence: 6	ACH Enabled: False
MSP87763	Caribou Blend 2.5oz (4)	185.00	01/19/2024	205-450-5205-42550-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
MSP87763	French Vanilla Cappuccino 2lb (3)	147.90	01/19/2024	205-450-5205-42550-0000	
MSP87763	Hot Cocoa Mix 2lb (5)	246.50	01/19/2024	205-450-5205-42550-0000	
MSP87763	French Vanilla Creamer 1.5ltr 2-Pack	68.59	01/19/2024	205-450-5205-42550-0000	
MSP87763	Sugar Free French Vanilla Creamer 10.2oz	6.59	01/19/2024	205-450-5205-42550-0000	
MSP87763	Coffee Filters 50 Pack	24.01	01/19/2024	205-450-5205-42550-0000	
MSP87763	Caribou Best Of The North Sleeve (Box 1380)	148.67	01/19/2024	205-450-5205-42550-0000	
MSP87763	Delivery Charge	15.95	01/19/2024	205-450-5205-42550-0000	
	Check Total:	843.21			
Vendor: capbe	Capitol Beverage			Check Sequence: 7	ACH Enabled: False
2933455	Beer	5,132.60	01/19/2024	609-497-9760-42520-0000	
2933455	NA/POP	66.50	01/19/2024	609-497-9760-42540-0000	
2933455	Liquor	107.60	01/19/2024	609-497-9760-42510-0000	
2933455	THC	420.00	01/19/2024	609-497-9760-42535-0000	
2933959	Muni Bar Beer	1,365.75	01/19/2024	609-497-9770-42520-0000	
2933959	Muni Offsale Beer	227.00	01/19/2024	609-497-9770-42521-0000	
2935005	Beer	146.00	01/19/2024	609-497-9760-42520-0000	
	Check Total:	7,465.45			
Vendor: miste	Car Wash Partners Inc			Check Sequence: 8	ACH Enabled: False
219936	December Car Washes - PD	144.00	12/31/2023	100-420-2100-44040-0000	
	Check Total:	144.00			
Vendor: casger	Gerald Castanon			Check Sequence: 9	ACH Enabled: False
00520055	Payroll 4th Quarter 2023	748.04	12/31/2023	100-420-2210-41040-0000	
	Check Total:	748.04			
Vendor: cdwgo	CDW Government			Check Sequence: 10	ACH Enabled: False
NX15707	Monitor Replacements	632.38	01/19/2024	100-410-1330-42010-0000	
	Check Total:	632.38			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 11	ACH Enabled: False
5490566-6	Gas-CH December	403.68	12/31/2023	100-410-1940-43830-0000	
5490566-6	Gas-PW December	941.90	12/31/2023	100-430-3000-43830-0000	
	Check Total:	1,345.58			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 12	ACH Enabled: False
6403368750-6	Temp Gas - 21701 Industrial Blvd - Boyer Bldg	327.49	12/31/2023	100-410-1940-43830-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	327.49			
Vendor: berbe 10171209	Chas. A. Bernick, Inc. Beer	421.50	01/19/2024	Check Sequence: 13 609-497-9760-42520-0000	ACH Enabled: False
	Check Total:	421.50			
Vendor: cinco 4179838588 4179838632	Cintas Corporation Muni Mats & Towels 01/10/24 PD Floor Mats 01/10/24	162.56 72.88	01/19/2024 01/19/2024	Check Sequence: 14 609-497-9770-43100-0000 100-420-2100-44060-0000	ACH Enabled: False
	Check Total:	235.44			
Vendor: citro 003412-000 003952-000 004730-000 004730-000 007397-000	City of Rogers RWAS Water December Muni Water December Sewer/Water-FD Dec '23 Sewer/Water-CR Dec '23 PD Water/Sewer - December	40.85 72.80 5.55 49.96 66.51	12/31/2023 12/31/2023 12/31/2023 12/31/2023 12/31/2023	Check Sequence: 15 609-497-9760-43820-0000 609-497-9770-43820-0000 100-420-2210-43820-0000 100-410-1941-43820-0000 100-420-2100-43820-0000	ACH Enabled: False
	Check Total:	235.67			
Vendor: comca 8772 10 560 000	Comcast Cable Communications Inc. 8772 10 560 0008870 FD Jan '24	2.28	01/19/2024	Check Sequence: 16 100-420-2210-43210-0000	ACH Enabled: False
	Check Total:	2.28			
Vendor: cit 366132 367274 367343	Computer Integration Technologies Inc Endpoint Detection February DNS Filter Monthly Service February Aruba Central Management	396.00 152.50 2,915.00	01/19/2024 01/19/2024 01/19/2024	Check Sequence: 17 100-410-1330-43190-0000 100-410-1330-43190-0000 100-410-1330-43190-0000	ACH Enabled: False
	Check Total:	3,463.50			
Vendor: corau 15446231	Cornerstone Automotive Door Key Lock Change-New Squads-6841 6842	1,178.64	01/19/2024	Check Sequence: 18 400-420-2100-45500-0000	ACH Enabled: False
	Check Total:	1,178.64			
Vendor: dahdi 2092127 2092127	Dahlheimer Distributing Co. Beer NA	6,539.10 222.70	01/19/2024 01/19/2024	Check Sequence: 19 609-497-9760-42520-0000 609-497-9760-42540-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	6,761.80			
Vendor: dalen	Dalco Enterprises, Inc			Check Sequence: 20	ACH Enabled: False
4181434	Muni TP Hand Towels & Liners	232.59	01/19/2024	609-497-9770-42100-0000	
	Check Total:	232.59			
Vendor: depem	Department of Employment & Economic Development			Check Sequence: 21	ACH Enabled: False
CDAP170010HFY18	DEED MIF Loan Repayment Access Point 01/20	2,751.91	01/19/2024	200-465-6500-44600-0000	
	Check Total:	2,751.91			
Vendor: cldis	Dick Family Inc.			Check Sequence: 22	ACH Enabled: False
1835568	Beer	777.55	01/19/2024	609-497-9760-42520-0000	
1835568	THC	748.80	01/19/2024	609-497-9760-42535-0000	
	Check Total:	1,526.35			
Vendor: dtn	DTN LLC			Check Sequence: 23	ACH Enabled: False
6403020	2024 WxSentry Trans Or	1,201.20	01/19/2024	100-430-3000-44330-0000	
6403020	2024 WxSentry Trans Or	1,201.20	01/19/2024	100-420-2100-44330-0000	
6403020	2024 WxSentry Trans Or	1,201.20	01/19/2024	100-420-2500-44330-0000	
	Check Total:	3,603.60			
Vendor: cempu	ECM Publishers, Inc.			Check Sequence: 24	ACH Enabled: False
980136	Ad For Bids - Arthur St Utility Ext	180.00	01/19/2024	406-430-3121-43520-1714	
980137	Publishing 2024 Summary Budget	438.75	01/19/2024	100-410-1520-43520-0000	
	Check Total:	618.75			
Vendor: facmo	Elliot Auto Supply Co, Inc.			Check Sequence: 25	ACH Enabled: False
128-185086	DEL 8-01816 19388167 HYBRID WIPER BL (5	12.76	01/19/2024	100-430-3000-42103-0000	
128-185086	DEL 8-02416 19388172 HYBRID WIPER BL (5	25.52	01/19/2024	100-430-3000-42103-0000	
128-Z15008	Battery Core Credit	-16.00	01/19/2024	601-494-9440-42103-0000	
128-Z15008	Battery Core Credit	-16.00	01/19/2024	602-495-9490-42103-0000	
128-Z15008	2) FVP 31TXXHD 1000CCA CCA1000 RC200	133.28	01/19/2024	601-494-9440-42103-0000	
128-Z15008	2) FVP 31TXXHD 1000CCA CCA1000 RC200	133.28	01/19/2024	602-495-9490-42103-0000	
128-Z15008	Battery Core Credit	-16.00	01/19/2024	100-420-2100-42103-0000	
128-Z15008	FVP P94RAGM CCA80C RC140	184.26	01/19/2024	100-420-2100-42103-0000	
1-9342684	WIX 33960 Fuel Water Separator	13.34	01/19/2024	601-494-9440-42103-0000	
1-9342684	WIX 33960 Fuel Water Separator	13.34	01/19/2024	602-495-9490-42103-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	467.78			
Vendor: gfac 1807	FAUL Psychological Pre-Employment Psych Evaluation - Fischer	650.00	12/31/2023	Check Sequence: 26 100-420-2100-43100-0000	ACH Enabled: False
	Check Total:	650.00			
Vendor: finwa 99609TN	Finken Water Centers Water January	26.43	01/19/2024	Check Sequence: 27 100-430-3000-43820-0000	ACH Enabled: False
	Check Total:	26.43			
Vendor: selac 16772404	Further FSA Participant Fees January 2024	36.00	01/19/2024	Check Sequence: 28 100-410-1325-43015-0000	ACH Enabled: False
	Check Total:	36.00			
Vendor: gense 50025636 50025636	General Security Serv. Corp. Annual Fire Inspection '23-FD Annual Fire Inspection '23-CR	24.48 31.16	12/31/2023 12/31/2023	Check Sequence: 29 100-420-2210-43100-0000 100-410-1941-43100-0000	ACH Enabled: False
	Check Total:	55.64			
Vendor: hawch 6662638 6665333	Hawkins Inc. Chlorine Hydrofluosilicic Acid LPC-5 Chlorine Cylinders	6,515.98 60.00	01/19/2024 01/19/2024	Check Sequence: 30 601-494-9440-42160-0000 601-494-9440-42160-0000	ACH Enabled: False
	Check Total:	6,575.98			
Vendor: heapar 126952995 126952995 126952995 126952995 126952995 126952995 126952995 126952995 126952995 126952995 126952995 126952995 126952995 126952995	Health Partners February EE Paid Health Insurance February ER Paid Health Insurance February ER Paid Health Insurance February ER Paid Health Insurance February ER Paid Health Insurance February ER Paid Health Insurance February ER Paid Health Insurance February ER Paid Health Insurance February ER Paid Health Insurance February ER Paid Health Insurance February ER Paid Health Insurance February ER Paid Health Insurance February ER Paid Health Insurance February ER Paid Health Insurance	10,039.22 3,906.24 1,852.18 3,992.94 2,253.75 988.50 446.25 2,768.84 29,657.34 5,270.58 1,770.84 4,306.50 260.27	01/19/2024 01/19/2024 01/19/2024 01/19/2024 01/19/2024 01/19/2024 01/19/2024 01/19/2024 01/19/2024 01/19/2024 01/19/2024 01/19/2024 01/19/2024 01/19/2024	Check Sequence: 31 100-000-0000-21706-0000 100-410-1325-41310-0000 100-410-1330-41310-0000 100-410-1520-41310-0000 100-410-1910-41310-0000 100-410-1940-41310-0000 100-410-1941-41310-0000 100-410-1950-41310-0000 100-420-2100-41310-0000 100-420-2210-41310-0000 100-430-3000-41310-0000 100-430-3120-41310-0000 100-430-3245-41310-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
126952995	February ER Paid Health Insurance	1,546.88	01/19/2024	100-450-5120-41310-0000	
126952995	February ER Paid Health Insurance	446.25	01/19/2024	100-450-5186-41310-0000	
126952995	February ER Paid Health Insurance	7,053.69	01/19/2024	100-450-5200-41310-0000	
126952995	February ER Paid Health Insurance	446.25	01/19/2024	203-465-6500-41310-0000	
126952995	February ER Paid Health Insurance	2,436.75	01/19/2024	205-450-5205-41310-0000	
126952995	February ER Paid Health Insurance	5,908.62	01/19/2024	601-494-9440-41310-0000	
126952995	February ER Paid Health Insurance	5,551.63	01/19/2024	602-495-9490-41310-0000	
126952995	February ER Paid Health Insurance	1,853.73	01/19/2024	603-496-9495-41310-0000	
126952995	February ER Paid Health Insurance	2,528.38	01/19/2024	609-497-9760-41310-0000	
126952995	February ER Paid Health Insurance	1,481.37	01/19/2024	609-497-9770-41310-0000	
	Check Total:	96,767.00			
Vendor: hencosh	Hennepin County Accounts Receivable			Check Sequence: 32	ACH Enabled: False
01/03/2024	Radio Fleet Fee December	5,538.56	12/31/2023	100-420-2210-43250-0000	
1000217784	Embedded Social Worker - 10/1/23 - 12/31/23	4,384.62	12/31/2023	100-420-2100-43100-0000	
	Check Total:	9,923.18			
Vendor: hoyma	Max Hoyt			Check Sequence: 33	ACH Enabled: False
237910	Damage Deposit Refund	500.00	01/19/2024	100-000-0000-22000-0000	
	Check Total:	500.00			
Vendor: theid	Ideal Service Inc			Check Sequence: 34	ACH Enabled: False
12690	Troubleshoot The Well #8 VFD	282.50	12/31/2023	601-494-9440-44040-0000	
12719	Preventative Maintenance On (5) VFD's	320.00	12/31/2023	601-494-9440-44040-0000	
	Check Total:	602.50			
Vendor: innof	Innovative Office Solutions LLC			Check Sequence: 35	ACH Enabled: False
IN4430341	Trash Liners & Tissues	21.60	01/19/2024	100-430-3000-42000-0000	
IN4430341	Trash Liners & Tissues	21.60	01/19/2024	100-450-5200-42000-0000	
IN4430341	Trash Liners & Tissues	21.60	01/19/2024	601-494-9440-42000-0000	
IN4430341	Trash Liners & Tissues	21.60	01/19/2024	602-495-9490-42000-0000	
IN4430341	Trash Liners & Tissues	21.59	01/19/2024	603-496-9495-42000-0000	
IN4430341	Trash Liners & Tissues	21.59	01/19/2024	100-410-1950-42000-0000	
IN4430341	Trash Liners & Tissues	129.57	01/19/2024	100-410-1940-42102-0000	
IN4432260	Urinal Freshener Screens	61.44	01/19/2024	100-430-3000-42102-0000	
IN4432260	Urinal Freshener Screens	61.43	01/19/2024	100-410-1940-42102-0000	
	Check Total:	382.02			
Vendor: intinc	Intereum Inc			Check Sequence: 36	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
100421	Technology Items For Fire Station #2 - Downpay	101,156.06	01/19/2024	449-420-2210-45200-2209	
	Check Total:	101,156.06			
Vendor: shagr	Kelbro Company			Check Sequence: 37	ACH Enabled: False
2978909	Muni Mix	547.00	01/19/2024	609-497-9770-42540-0000	
	Check Total:	547.00			
Vendor: kjoen	Kjolhaug Environmental Serv. Co., Inc.			Check Sequence: 38	ACH Enabled: False
806794	Rogers City - Roers Companies - Rogers	838.00	12/31/2023	603-496-9495-43030-8150	
	Check Total:	838.00			
Vendor: konin	KONE Inc			Check Sequence: 39	ACH Enabled: False
871238970	Elevator Maintenance January	138.79	01/19/2024	100-410-1940-44010-0000	
871238970	Elevator Maintenance January	138.79	01/19/2024	205-450-5205-44010-0000	
	Check Total:	277.58			
Vendor: litfa	Little Falls Machine, Inc.			Check Sequence: 40	ACH Enabled: False
370196	AP-600027-10 TUBE 30" LG. (UBS SPACER T	104.87	01/19/2024	100-430-3120-42103-0000	
370196	TPZ205060-01 SHAFT PIVOT UBS 2-PIECE V	164.39	01/19/2024	100-430-3120-42103-0000	
370196	AP-300331-04 5/8 X 2 NC SQUARE HEAD SE	28.93	01/19/2024	100-430-3120-42103-0000	
370196	TPZ201794-01 20" UBS LEG HANGER	205.58	01/19/2024	100-430-3120-42103-0000	
370196	TPZ205070-00 RETAINER SHAFT UBS 2-PIE	242.50	01/19/2024	100-430-3120-42103-0000	
370196	FREIGHT	57.02	01/19/2024	100-430-3120-42103-0000	
	Check Total:	803.29			
Vendor: lrgtec	LRG Technologies LLC			Check Sequence: 41	ACH Enabled: False
3-1217-2599	Pole Camera	84,282.16	01/19/2024	400-420-2100-45800-0000	
	Check Total:	84,282.16			
Vendor: mattri	Matheson Tri-Gas Inc			Check Sequence: 42	ACH Enabled: False
0029003976	Medical Oxygen	440.69	01/19/2024	100-420-2100-42170-0000	
	Check Total:	440.69			
Vendor: cleri	McDonald Distributing Company			Check Sequence: 43	ACH Enabled: False
727430	Beer	248.75	01/19/2024	609-497-9760-42520-0000	
727430	Liquor	54.00	01/19/2024	609-497-9760-42510-0000	



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	302.75			
Vendor: metwe 3969	Metro West Inspection Services November 2023 Building Inspections	66,917.71	12/31/2023	Check Sequence: 44 100-420-2400-43110-0000	ACH Enabled: False
	Check Total:	66,917.71			
Vendor: mnlab ALR0157338X	MN Dept of Labor & Industry ELV-12096 Elevator Annual Oper	100.00	12/31/2023	Check Sequence: 45 100-410-1940-44010-0000	ACH Enabled: False
	Check Total:	100.00			
Vendor: mnmun 63314 63314 63314	MN Municipal Utilites Assn 2024 Water Utility Member Dues January 1 - De 2024 Water Utility Member Dues January 1 - De 2024 Water Utility Member Dues January 1 - De	182.34 182.33 182.33	01/19/2024 01/19/2024 01/19/2024	Check Sequence: 46 601-494-9440-44330-0000 602-495-9490-44330-0000 603-496-9495-44330-0000	ACH Enabled: False
	Check Total:	547.00			
Vendor: mrcut 6191	MR Cutting Edge, LLC Blade Sharpening 12/20/23	93.00	12/31/2023	Check Sequence: 47 205-450-5205-44040-0000	ACH Enabled: False
	Check Total:	93.00			
Vendor: minnc 720603022024	NCPERS Group Life Ins. February Life Insurance EE Reimbursed	320.00	01/19/2024	Check Sequence: 48 100-000-0000-21704-0000	ACH Enabled: False
	Check Total:	320.00			
Vendor: nocen R225002705:01	North Central International LLC PERFORM INSPECTION FOR CHECK ENGIN	704.90	01/19/2024	Check Sequence: 49 100-430-3000-44040-0000	ACH Enabled: False
	Check Total:	704.90			
Vendor: pauso 225394 225394	Paustis & Sons Wine Liquor	1,165.75 43.50	01/19/2024 01/19/2024	Check Sequence: 50 609-497-9760-42530-0000 609-497-9760-42510-0000	ACH Enabled: False
	Check Total:	1,209.25			
Vendor: putco RNC23-000250 RNC23-000250 RNC23-000250	Pulte Homes of Minnesota Assessor Fee Building Permit Fee Drain Tile Insp Fee	100.00 3,200.15 75.00	12/31/2023 12/31/2023 12/31/2023	Check Sequence: 51 100-410-1550-32228-0000 100-420-2400-32210-0000 603-496-9495-34106-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
RNC23-000250	Enviro Fee	300.00	12/31/2023	100-410-1950-32217-0000	
RNC23-000250	Final Lot Insp Fee	75.00	12/31/2023	100-410-1950-34108-0000	
RNC23-000250	Furn/AC Mech	225.00	12/31/2023	100-420-2400-32225-0000	
RNC23-000250	Gas Fireplace Fee	100.00	12/31/2023	100-420-2400-32219-0000	
RNC23-000250	Mechanical Surcharge	1.00	12/31/2023	100-000-0000-22020-0000	
RNC23-000250	Plumbing Permit Fee	50.00	12/31/2023	100-420-2400-32222-0000	
RNC23-000250	Plumbing Permit Fee	115.00	12/31/2023	100-420-2400-32222-0000	
RNC23-000250	Plumbing Surcharge	1.00	12/31/2023	100-000-0000-22020-0000	
RNC23-000250	RSAC Fee	4,500.00	12/31/2023	408-430-3330-37270-0000	
RNC23-000250	Sewer Connection Fee	300.00	12/31/2023	406-430-3121-37250-0000	
RNC23-000250	Sewer Permit Fee	62.50	12/31/2023	602-495-9490-37280-0000	
RNC23-000250	Site Fee	600.00	12/31/2023	100-410-1950-34110-0000	
RNC23-000250	Surcharge Fee	246.69	12/31/2023	100-000-0000-22020-0000	
RNC23-000250	Warning Siren Fee	100.00	12/31/2023	100-420-2500-32259-0000	
RNC23-000250	Water Meter Fee	500.00	12/31/2023	601-494-9440-37170-0000	
RNC23-000250	Water Permit Fee	62.50	12/31/2023	601-494-9440-37180-0000	
RNC23-000250	Water Fee	3,800.00	12/31/2023	407-430-3300-37150-0000	
	Check Total:	14,413.84			
Vendor: reifo	Reinhart Food Service, LLC			Check Sequence: 52	ACH Enabled: False
870850	Muni Popcorn/oil/trays/olives	353.95	01/19/2024	609-497-9770-42100-0000	
	Check Total:	353.95			
Vendor: repse	Republic Services #899			Check Sequence: 53	ACH Enabled: False
0899-004375228	Hassan Town Hall Garbage December	107.26	12/31/2023	100-410-1940-43840-0000	
0899-004375255	Refuse-FD December '23	28.14	12/31/2023	100-420-2210-43840-0000	
0899-004375255	Refuse-CR December '23	253.27	12/31/2023	100-410-1941-43840-0000	
0899-004375255	Contamination Charge	90.00	12/31/2023	100-410-1941-43840-0000	
0899-004375255	12/15 Contamination Charge Reversal	-90.00	12/31/2023	100-410-1941-43840-0000	
0899-004375335	RAC Garbage Pickup - Jan 2024	532.37	01/19/2024	205-450-5205-43840-0000	
0899-004375496	PD Garbage Service For January	264.89	01/19/2024	100-420-2100-43840-0000	
0899-004375821	Event Center Garbage Pickup - Dec 2023	465.82	12/31/2023	100-410-1941-43840-0000	
	Check Total:	1,651.75			
Vendor: rogtr	Rogers True Value Hardware Inc			Check Sequence: 54	ACH Enabled: False
27095	Scour Pads Lime-A-Way HDWE	14.64	01/19/2024	100-420-2210-44010-0000	
27127	9' Auto Heating Cable	31.99	01/19/2024	601-494-9440-42102-0000	
27128	ME50' 16/3 ORG EXT Cord	19.99	01/19/2024	601-494-9440-42102-0000	
27128	3/4"X66' Elec Tape	6.49	01/19/2024	601-494-9440-42102-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	73.11			
Vendor: sigso 409923	Sign Solutions USA 55800 Kleen Break Surf MT XKBSM42520	626.20	01/19/2024	Check Sequence: 55 100-430-3120-42260-0000	ACH Enabled: False
	Check Total:	626.20			
Vendor: souwi 2433052 2433053	Southern Glazers Wine & Spirits of Minnesota Liquor Liquor	2,473.81 63.32	01/19/2024 01/19/2024	Check Sequence: 56 609-497-9760-42510-0000 609-497-9760-42510-0000	ACH Enabled: False
	Check Total:	2,537.13			
Vendor: strei I1673997 I1675351 I1675408 I1675409	Streicher's Inc. Ball Panel Set Trauma Plate & Carrier - Salazar Uniforms - Salazar Uniforms - Wills Uniform Alteration - Officer Herold	1,146.00 329.97 379.96 4.00	01/19/2024 01/19/2024 01/19/2024 01/19/2024	Check Sequence: 57 100-420-2100-42180-0000 100-420-2100-42180-0000 100-420-2100-42180-0000 100-420-2100-42180-0000	ACH Enabled: False
	Check Total:	1,859.93			
Vendor: tdand 695491	T. D. Anderson Inc. Muni Tap Cleaning January	84.00	01/19/2024	Check Sequence: 58 609-497-9770-44010-0000	ACH Enabled: False
	Check Total:	84.00			
Vendor: terge Pay App #3 Pay App #3	Terra General Contractors, LLC Pay App #3 Const. Services - Labor Pay App #3 Const. Serv. - Material	72,786.88 90,432.35	12/31/2023 12/31/2023	Check Sequence: 59 410-450-5200-45300-2104 410-450-5200-45300-2104	ACH Enabled: False
	Check Total:	163,219.23			
Vendor: traal P24-1078	Transportation Alliance Annual Membership Renewal - January - Decem	625.00	01/19/2024	Check Sequence: 60 100-410-1325-44330-0000	ACH Enabled: False
	Check Total:	625.00			
Vendor: verwi 9953353237 9953353237 9953353237 9953353237	Verizon Wireless Services, LLC MOBILE BROADBAND December MOBILE BROADBAND December MOBILE BROADBAND December MOBILE BROADBAND December	20.01 20.00 35.01 70.02	12/31/2023 12/31/2023 12/31/2023 12/31/2023	Check Sequence: 61 601-494-9440-43250-0000 602-495-9490-43250-0000 603-496-9495-43250-0000 100-430-3000-43250-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	145.04			
Vendor: vinin	Vinocopia Inc			Check Sequence: 62	ACH Enabled: False
0344216-IN	Liquor	660.00	01/19/2024	609-497-9760-42510-0000	
0344216-IN	Wine	1,666.25	01/19/2024	609-497-9760-42530-0000	
0344217-IN	Muni Bar Liquor	985.50	01/19/2024	609-497-9770-42510-0000	
	Check Total:	3,311.75			
Vendor: vizrac	Rachel Vizenor			Check Sequence: 63	ACH Enabled: False
236225	Event Deposit Refund	500.00	01/19/2024	100-410-1941-36222-0000	
	Check Total:	500.00			
Vendor: grain	W.W. Grainger, Inc.			Check Sequence: 64	ACH Enabled: False
9951999185	STRGLCKSTRT90"X48"X36"1OPNGDR;2SD	487.89	01/19/2024	100-430-3000-42102-0000	
	Check Total:	487.89			
Vendor: webal	Webaloo LLC			Check Sequence: 65	ACH Enabled: False
13598-15999	Communications Consultant	377.00	12/31/2023	100-410-1325-43100-0000	
13598-16734	Communications Consultant 01/01/24-01/05/24	292.50	01/19/2024	100-410-1325-43100-0000	
	Check Total:	669.50			
Vendor: wsbas	WSB & Associates, Inc.			Check Sequence: 66	ACH Enabled: False
R-012606-000-9	Augusta Prairie 3rd Addition November 2023	3,695.00	12/31/2023	100-410-1950-43030-8150	
R-015514-000-46	Birchwood Development 1st Addition November 2023	640.00	12/31/2023	100-410-1950-43030-8150	
R-017511-000-35	Skye Meadows 2nd Addition November 2023	2,320.00	12/31/2023	100-410-1950-43030-8150	
R-019314-000-19	Towns At Fox Creek (Busch) November 2023	960.00	12/31/2023	100-410-1950-43030-8150	
R-019437-000-23	Skye Meadows 3rd Addition November 2023	480.00	12/31/2023	100-410-1950-43030-8150	
R-019805-000-18	Aster Mills (Pulte) November 2023	1,360.00	12/31/2023	100-410-1950-43030-8150	
R-019812-000-18	Big Woods (Forestar) November 2023	8,150.25	12/31/2023	100-410-1950-43030-8150	
R-020120-000-18	Harvest View (Tamarack) November 2023	640.00	12/31/2023	100-410-1950-43030-8150	
R-020241-000-17	Grass Lake Preserve Development - November 2	720.00	12/31/2023	100-410-1950-43030-8150	
R-020362-000-16	David Koch Reconstruction Project - November	1,254.75	12/31/2023	401-430-3121-43030-2204	
R-022690-000-8	Skye Meadows 4th Addition November 2023	2,448.00	12/31/2023	100-410-1950-43030-8150	
R-022691-000-6	Skye Meadows 5th Addition November 2023	13,043.00	12/31/2023	100-410-1950-43030-8150	
R-023286-000-5	Fletcher Bypass Improvements November 2023	41,286.05	12/31/2023	402-430-3121-43030-1409	
R-023609-000-4	Aster Mills 2nd Addition November 2023	2,112.00	12/31/2023	100-410-1950-43030-8150	
	Check Total:	79,109.05			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: wulex	Wulf Excavating Inc			Check Sequence: 67	ACH Enabled: False
2415	Excavation & Labor To Install Drain Tile-Hickor	7,553.00	01/19/2024	603-496-9495-44055-0000	
	Check Total:	7,553.00			
Vendor: zarbr	Zarnoth Brush Works, Inc.			Check Sequence: 68	ACH Enabled: False
0196615-IN	ZBW-CW-E-HD Elgin HD Poly Cablewrap Bro	636.00	01/19/2024	603-496-9495-42103-0000	
	Check Total:	636.00			
	Total for Check Run:	715,196.37			
	Total of Number of Checks:	68			

# Accounts Payable

## Computer Check Proof List by Vendor

User: gpudas  
Printed: 01/25/2024 - 3:09PM  
Batch: 00005.01.2024



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: adain 3768366	Adam's Pest Control Inc 1/4/24 Pest Control Treatment	98.00	01/26/2024	Check Sequence: 1 100-410-1941-43100-0000	ACH Enabled: False
	Check Total:	98.00			
Vendor: aspmi 326591	Aspen Mills Uniform Jacket For Officer Palecek	282.69	01/26/2024	Check Sequence: 2 100-420-2100-42180-0000	ACH Enabled: False
	Check Total:	282.69			
Vendor: belco 0202242400 0202242400 0202242400	Bellboy Corporation Liquor Wine THC	194.50 122.50 198.50	01/26/2024 01/26/2024 01/26/2024	Check Sequence: 3 609-497-9760-42510-0000 609-497-9760-42530-0000 609-497-9760-42535-0000	ACH Enabled: False
	Check Total:	515.50			
Vendor: bolme 0328272 0328275	Bolton & Menk, Inc. Rogers/129th Ave Reconstruction Phase 2 2024 Topographic Survey & Signal Rehabilitatic	7,041.00 14,998.00	12/31/2023 12/31/2023	Check Sequence: 4 402-430-3121-43030-2403 401-430-3121-43030-2401	ACH Enabled: False
	Check Total:	22,039.00			
Vendor: borst 927724288	Border States Industries, Inc. 2 - 56007HP - CEILING FAN IND 56IN 277VW	846.71	01/26/2024	Check Sequence: 5 100-430-3000-42102-0000	ACH Enabled: False
	Check Total:	846.71			
Vendor: brain B371871 B373477	Braun Intertec Corporation Triplex Acquisition Phase I and Pre-Demo Hazm Fire Station #2 - Storm Shelter Peer Review	5,229.56 1,432.00	12/31/2023 01/26/2024	Check Sequence: 6 450-465-6500-45200-0000 449-420-2210-45200-2209	ACH Enabled: False
	Check Total:	6,661.56			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: Wirbe 114000788	BreakThru Beverage Minnesota Liquor	2,460.45	01/26/2024	Check Sequence: 7 609-497-9760-42510-0000	ACH Enabled: False
	Check Total:	2,460.45			
Vendor: capbe 2933454	Capitol Beverage Beer Credit	-12.58	01/26/2024	Check Sequence: 8 609-497-9760-42520-0000	ACH Enabled: False
2936055	Beer	4,463.55	01/26/2024	609-497-9760-42520-0000	
2936055	Wine	33.60	01/26/2024	609-497-9760-42530-0000	
2936055	Liquor	60.30	01/26/2024	609-497-9760-42510-0000	
2936055	THC	85.00	01/26/2024	609-497-9760-42535-0000	
	Check Total:	4,629.87			
Vendor: cdwgo NZ11110	CDW Government Computer Power Supply	177.19	01/26/2024	Check Sequence: 9 100-410-1330-42010-0000	ACH Enabled: False
PB00740	New 2024 Squad MDCs-#6841 6842 6843	332.04	01/26/2024	400-420-2100-45500-0000	
PB02202	RWAS UPS Netcard	397.99	01/26/2024	609-497-9760-43190-0000	
	Check Total:	907.22			
Vendor: cenen 5478083-8	CenterPoint Energy Resources Corp. RWAS Gas December	432.81	12/31/2023	Check Sequence: 10 609-497-9760-43830-0000	ACH Enabled: False
	Check Total:	432.81			
Vendor: cenhy 85284	Central Hydraulics, Inc. MSC07705 SPRING NEW STYLE	191.04	01/26/2024	Check Sequence: 11 100-430-3120-42103-0000	ACH Enabled: False
85284	HDW01744 SPADE BOLT SET 1/2" (2)W/NUT	25.00	01/26/2024	100-430-3120-42103-0000	
	Check Total:	216.04			
Vendor: cerer 1042	Certified Crime Fighter 2024 Annual Training Subscription	2,208.00	01/26/2024	Check Sequence: 12 100-420-2100-44330-0000	ACH Enabled: False
	Check Total:	2,208.00			
Vendor: cinco 4180547233	Cintas Corporation RWAS Mats & Towels 01/17/24	93.79	01/26/2024	Check Sequence: 13 609-497-9760-43100-0000	ACH Enabled: False
	Check Total:	93.79			
Vendor: cusel 1909	Custom Electrical Concepts, LLC Edgewater Parkway Center Median Street Light	625.00	01/26/2024	Check Sequence: 14 100-430-3120-43160-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	625.00			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 15	ACH Enabled: False
2081151	Muni Bar Beer	21.60	01/26/2024	609-497-9770-42520-0000	
2089851	Beer	1,957.05	01/26/2024	609-497-9760-42520-0000	
2089851	Liquor	76.00	01/26/2024	609-497-9760-42510-0000	
2089857	Muni Bar Beer	1,498.70	01/26/2024	609-497-9770-42520-0000	
2089857	Muni Bar Liquor	114.00	01/26/2024	609-497-9770-42510-0000	
2089857	Pretzels/Meat Stix/Nuts	140.00	01/26/2024	609-497-9770-42550-0000	
2089857	Muni Offsale Beer	108.00	01/26/2024	609-497-9770-42521-0000	
2095077	Beer	3,223.10	01/26/2024	609-497-9760-42520-0000	
2097132	Muni Bar Beer Credit	-293.30	01/26/2024	609-497-9770-42520-0000	
	Check Total:	6,845.15			
Vendor: delde	Delta Dental of Minnesota			Check Sequence: 16	ACH Enabled: False
CNS0001449291	February EE Paid Dental Insurance	3,499.50	01/26/2024	100-000-0000-21707-0000	
	Check Total:	3,499.50			
Vendor: facmo	Elliot Auto Supply Co, Inc.			Check Sequence: 17	ACH Enabled: False
128-185940	WIX WL10255 Oil Filters	7.04	01/26/2024	100-430-3000-42103-0000	
	Check Total:	7.04			
Vendor: marso	Marc Frederickson			Check Sequence: 18	ACH Enabled: False
1896	RAC Softener Soft - 50 Lbs (32)	254.40	01/26/2024	205-450-5205-43820-0000	
	Check Total:	254.40			
Vendor: mires	Global Reserve			Check Sequence: 19	ACH Enabled: False
7199	THC	370.00	01/26/2024	609-497-9760-42535-0000	
ORD-6977	THC	324.00	12/31/2023	609-497-9760-42535-0000	
	Check Total:	694.00			
Vendor: grafs	Grafix Shoppe			Check Sequence: 20	ACH Enabled: False
154862	Reflective Graphics For New Squads 6841 And t	2,590.00	01/26/2024	400-420-2100-45500-0000	
154863	Graphics For Police Pole Camera	420.00	01/26/2024	100-420-2100-45800-0000	
154864	Reflective Graphics For New Squad #6843	1,436.00	01/26/2024	400-420-2100-45500-0000	
	Check Total:	4,446.00			
Vendor: grabe	Grape Beginnings, Inc.			Check Sequence: 21	ACH Enabled: False



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
MN00142042	Wine	1,261.00	01/26/2024	609-497-9760-42530-0000	
	Check Total:	1,261.00			
Vendor: guape	Guardian Pest Solutions, Inc.			Check Sequence: 22	ACH Enabled: False
2540433	Commercial Pest Control January	39.90	01/26/2024	100-430-3000-43140-0000	
2540433	Commercial Pest Control January	17.10	01/26/2024	100-410-1940-43140-0000	
2540716	Commercial Pest Control - PD January	57.00	01/26/2024	100-420-2100-43140-0000	
	Check Total:	114.00			
Vendor: hegpi	Heggie's Pizza LLC			Check Sequence: 23	ACH Enabled: False
1221844038	Muni Pizza For Resale	377.70	01/26/2024	609-497-9770-42550-0000	
	Check Total:	377.70			
Vendor: hencosh	Hennepin County Accounts Receivable			Check Sequence: 24	ACH Enabled: False
1000217767	Jail Per Diem For Nov. And Dec. 2023	1,092.58	12/31/2023	100-420-2100-43100-0000	
	Check Total:	1,092.58			
Vendor: hennco	Hennepin County Treasurer			Check Sequence: 25	ACH Enabled: False
92-2023-AC	2023 TIF Administrative Costs	663.79	12/31/2023	458-463-6300-44300-0000	
92-2023-AC	2023 TIF Administrative Costs	1,098.96	12/31/2023	461-463-6300-44300-0000	
92-2023-AC	2023 TIF Administrative Costs	889.79	12/31/2023	460-463-6300-44300-0000	
92-2023-AC	2023 TIF Administrative Costs	1,137.42	12/31/2023	462-465-6500-44300-0000	
	Check Total:	3,789.96			
Vendor: hohen	Hohensteins Inc			Check Sequence: 26	ACH Enabled: False
679439	Beer	67.50	01/26/2024	609-497-9760-42520-0000	
679439	NA/Mix	156.30	01/26/2024	609-497-9760-42540-0000	
679683	Muni Bar Beer	130.00	01/26/2024	609-497-9770-42520-0000	
679683	Muni Bar NA	27.00	01/26/2024	609-497-9770-42540-0000	
	Check Total:	380.80			
Vendor: hoiko	Hoisington Koegler Group Inc			Check Sequence: 27	ACH Enabled: False
022-056-12	Shoreland Ordinance Phase 2	1,413.75	12/31/2023	100-410-1910-43100-0000	
	Check Total:	1,413.75			
Vendor: inbre	Insight Brewing			Check Sequence: 28	ACH Enabled: False
10814	THC	300.00	01/26/2024	609-497-9760-42535-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	300.00			
Vendor: intinc	Intereum Inc			Check Sequence: 29	ACH Enabled: False
205113	AV Repairs	525.00	01/26/2024	100-410-1941-44040-0000	
	Check Total:	525.00			
Vendor: jeffi	Jefferson Fire & Safety, Inc.			Check Sequence: 30	ACH Enabled: False
IN310194	Rescue Helmet X7	909.04	12/31/2023	100-420-2210-42106-0000	
	Check Total:	909.04			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 31	ACH Enabled: False
2455229	Liquor	1,647.50	12/31/2023	609-497-9760-42510-0000	
2455230	Liquor	6,670.89	12/31/2023	609-497-9760-42510-0000	
2455231	Liquor	10,848.50	12/31/2023	609-497-9760-42510-0000	
2461476	Liquor	908.00	01/26/2024	609-497-9760-42510-0000	
2461477	Wine	1,545.10	01/26/2024	609-497-9760-42530-0000	
2461478	Liquor	1,223.45	01/26/2024	609-497-9760-42510-0000	
2464061	Wine	73.75	01/26/2024	609-497-9760-42530-0000	
2466761	Liquor	452.50	01/26/2024	609-497-9760-42510-0000	
2466762	Wine	505.60	01/26/2024	609-497-9760-42530-0000	
2466763	Liquor	1,122.25	01/26/2024	609-497-9760-42510-0000	
2466764	Liquor	410.25	01/26/2024	609-497-9760-42510-0000	
2466765	Wine	825.08	01/26/2024	609-497-9760-42530-0000	
3652614	Beer	230.20	01/26/2024	609-497-9760-42520-0000	
3652615	NA	67.60	01/26/2024	609-497-9760-42540-0000	
3652616	THC	410.65	01/26/2024	609-497-9760-42535-0000	
6710008	Wine	69.54	12/31/2023	609-497-9770-42530-0000	
6720821	Liquor	638.20	01/26/2024	609-497-9760-42510-0000	
6720822	Wine	725.20	01/26/2024	609-497-9760-42530-0000	
6720823	Mix	188.19	01/26/2024	609-497-9760-42540-0000	
6724998	Liquor	405.00	01/26/2024	609-497-9760-42510-0000	
6724999	Wine	463.00	01/26/2024	609-497-9760-42530-0000	
7457918	Wine	387.35	01/26/2024	609-497-9760-42530-0000	
	Check Total:	29,817.80			
Vendor: shagr	Kelbro Company			Check Sequence: 32	ACH Enabled: False
2979365	Ice	74.30	01/26/2024	609-497-9760-42570-0000	
2983317	Muni Rental Of Pop System January	95.50	01/26/2024	609-497-9770-44100-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	169.80			
Vendor: konin	KONE Inc			Check Sequence: 33	ACH Enabled: False
871238971	PD Elevator Maintenance January	150.07	01/26/2024	100-420-2100-44010-0000	
	Check Total:	150.07			
Vendor: lawpr	Lawson Products			Check Sequence: 34	ACH Enabled: False
9311229053	63829 5/16-18X3 Hex Cap Screw 316 Stainless	33.79	01/26/2024	100-430-3120-42260-0000	
9311229053	63801 1/4-20X5/8 Hex Cap Screw 316 Stainless	6.27	01/26/2024	100-430-3120-42260-0000	
9311229053	DY03331300 Washer Nylon Flat 1/4	2.95	01/26/2024	100-430-3120-42260-0000	
9311229054	Nuts Bolts Weights Fittings	918.37	01/26/2024	100-430-3000-42100-0000	
	Check Total:	961.38			
Vendor: leami	League of MN Cities Ins. Trust			Check Sequence: 35	ACH Enabled: False
10002863	1st Quarter WC Premium	15.00	01/26/2024	100-410-1110-41510-0000	
10002863	1st Quarter WC Premium	687.00	01/26/2024	100-410-1325-41510-0000	
10002863	1st Quarter WC Premium	309.00	01/26/2024	100-410-1330-41510-0000	
10002863	1st Quarter WC Premium	94.00	01/26/2024	100-410-1410-41510-0000	
10002863	1st Quarter WC Premium	331.00	01/26/2024	100-410-1520-41510-0000	
10002863	1st Quarter WC Premium	347.00	01/26/2024	100-410-1910-41510-0000	
10002863	1st Quarter WC Premium	1,273.00	01/26/2024	100-410-1940-41510-0000	
10002863	1st Quarter WC Premium	167.00	01/26/2024	100-410-1941-41510-0000	
10002863	1st Quarter WC Premium	1,221.00	01/26/2024	100-410-1950-41510-0000	
10002863	1st Quarter WC Premium	42,545.00	01/26/2024	100-420-2100-41510-0000	
10002863	1st Quarter WC Premium	11,609.00	01/26/2024	100-420-2210-41510-0000	
10002863	1st Quarter WC Premium	730.00	01/26/2024	403-420-2210-41510-0000	
10002863	1st Quarter WC Premium	1,100.00	01/26/2024	100-430-3000-41510-0000	
10002863	1st Quarter WC Premium	6,090.00	01/26/2024	100-430-3120-41510-0000	
10002863	1st Quarter WC Premium	29.00	01/26/2024	100-430-3245-41510-0000	
10002863	1st Quarter WC Premium	1,116.00	01/26/2024	100-450-5120-41510-0000	
10002863	1st Quarter WC Premium	155.00	01/26/2024	100-450-5186-41510-0000	
10002863	1st Quarter WC Premium	7,316.00	01/26/2024	100-450-5200-41510-0000	
10002863	1st Quarter WC Premium	2,248.00	01/26/2024	205-450-5205-41510-0000	
10002863	1st Quarter WC Premium	43.00	01/26/2024	203-465-6500-41510-0000	
10002863	1st Quarter WC Premium	2,618.00	01/26/2024	601-494-9440-41510-0000	
10002863	1st Quarter WC Premium	2,390.00	01/26/2024	602-495-9490-41510-0000	
10002863	1st Quarter WC Premium	786.00	01/26/2024	603-496-9495-41510-0000	
10002863	1st Quarter WC Premium	2,919.00	01/26/2024	609-497-9760-41510-0000	
10002863	1st Quarter WC Premium	1,303.00	01/26/2024	609-497-9770-41510-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	87,441.00			
Vendor: mamun	M Amundson Cigar & Candy Co LLP			Check Sequence: 36	ACH Enabled: False
375882	Tobacco	825.94	01/26/2024	609-497-9760-42560-0000	
375882	Mix	28.80	01/26/2024	609-497-9760-42540-0000	
375882	Squeeze Limes/Salt	54.21	01/26/2024	609-497-9760-42550-0000	
375882	Cig Tube Pricing Credit	-4.70	01/26/2024	609-497-9760-42580-0000	
375882	Suckers	14.97	01/26/2024	609-497-9760-42100-0000	
	Check Total:	919.22			
Vendor: marco	Marco Inc			Check Sequence: 37	ACH Enabled: False
520256355	Copier / Printer Contract February	433.70	01/26/2024	100-410-1325-44120-0000	
520256355	Copier / Printer Contract February	286.40	01/26/2024	100-410-1520-44120-0000	
520256355	Copier / Printer Contract February	284.04	01/26/2024	601-494-9440-44120-0000	
520256355	Copier / Printer Contract February	284.04	01/26/2024	602-495-9490-44120-0000	
520256355	Copier / Printer Contract February	284.04	01/26/2024	603-496-9495-44120-0000	
520256355	Copier / Printer Contract February	2,203.71	01/26/2024	100-430-3000-44120-0000	
520256355	Copier / Printer Contract February	1,889.44	01/26/2024	100-420-2100-44120-0000	
520256355	Copier / Printer Contract February	650.53	01/26/2024	100-420-2210-44120-0000	
520256355	Copier / Printer Contract February	252.37	01/26/2024	205-450-5205-44120-0000	
520256355	Copier / Printer Contract February	378.52	01/26/2024	100-450-5120-44120-0000	
520256355	Copier / Printer Contract February	204.59	01/26/2024	609-497-9760-44120-0000	
520256355	Copier / Printer Contract February	154.52	01/26/2024	609-497-9770-44120-0000	
520256355	Copier / Printer Contract February	104.91	01/26/2024	100-450-5186-44120-0000	
	Check Total:	7,410.81			
Vendor: cleri	McDonald Distributing Company			Check Sequence: 38	ACH Enabled: False
728529	Beer	290.25	01/26/2024	609-497-9760-42520-0000	
728529	NA	51.25	01/26/2024	609-497-9760-42540-0000	
728529	Liquor	54.00	01/26/2024	609-497-9760-42510-0000	
728529	THC	116.00	01/26/2024	609-497-9760-42535-0000	
	Check Total:	511.50			
Vendor: menar	Menards, Inc.			Check Sequence: 39	ACH Enabled: False
26141	RETURN: T-66 OAK 6PNL 36LH - BOYER	-228.00	12/31/2023	100-410-1940-42102-0000	
26141	RETURN: T-66 OAK 6PNL 36RH - BOYER	-228.00	12/31/2023	100-410-1940-42102-0000	
26141	RETURN: EZ HANG DOOR HANGER - BOYI	-5.16	12/31/2023	100-410-1940-42102-0000	
26141	RETURN: EZ HANG DOOR HANGER - BOYI	-5.16	12/31/2023	100-410-1940-42102-0000	
26141	RETURN: SC STOREROOM ELAN LEVER - I	-63.48	12/31/2023	100-410-1940-42102-0000	
26141	RETURN: SC STOREROOM ELAN LEVER - I	-63.48	12/31/2023	100-410-1940-42102-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
26515	48" T8 6500K LED A 2PK	49.95	12/31/2023	100-430-3000-42102-0000	
26515	GORILLA CRYSTAL CLR TAPE	37.16	12/31/2023	100-450-5200-42100-0000	
26515	GC DSNFCT WPS FR SC 75 CT	3.49	12/31/2023	100-450-5200-42100-0000	
26515	9PC HEX KEY SET	7.49	12/31/2023	100-450-5200-42105-0000	
26515	38CT WINDEX GLASS WIPES	8.98	12/31/2023	100-450-5200-42100-0000	
26525	HANDY PAINT PAIL	9.97	12/31/2023	601-494-9440-42100-0000	
26559	48" T8 4000K LED B 2PK	69.95	12/31/2023	100-430-3000-42102-0000	
26643	(12) BACKER ROD 1/2" X 20'	47.04	12/31/2023	410-450-5200-45300-2104	
26643	(2) BACKER ROD 5/8" X 20'	7.84	12/31/2023	410-450-5200-45300-2104	
26643	BACKER ROD 3/4"X20'	6.99	12/31/2023	410-450-5200-45300-2104	
26643	(6) BACKER ROD 1" X 10'	41.94	12/31/2023	410-450-5200-45300-2104	
26846	4366404 BACKER ROD 1" X 10'	41.94	12/31/2023	410-450-5200-45300-2104	
26924	2095069 TC CHUNX 4LB BUCKET	27.99	12/31/2023	100-450-5200-42102-0000	
26924	6792942 30' ROOF & GUTTER CABLE	44.98	12/31/2023	100-450-5200-42102-0000	
27087	FILTER BAGS 2-2.5 GAL 3PK	8.49	01/26/2024	100-410-1940-42100-0000	
27087	PAPER DISC FILTER	3.82	01/26/2024	100-410-1940-42100-0000	
27087	SUPER PERFORMANCE FILTER	7.90	01/26/2024	100-410-1940-42100-0000	
27131	1/4X4X8 NOM. WHITE HDPE - Handicapped ♿	86.99	01/26/2024	100-430-3120-44056-0000	
27374	21N SYO COMB PADLOCK	25.48	01/26/2024	100-450-5200-42100-0000	
27374	TARP/ROPE HOOK 3-3/4"	13.53	01/26/2024	100-450-5200-42100-0000	
27425	1" X 10'PVC SPA HOSE	60.83	01/26/2024	100-430-3120-42103-0000	
27425	1" INSERT COUPLING	0.43	01/26/2024	100-430-3120-42103-0000	
27425	3/4"-1 3/4" HOSE CLAMP	1.99	01/26/2024	100-430-3120-42103-0000	
27464	ZEP MS FLOOR STRIPPER	42.48	01/26/2024	100-410-1940-42102-0000	
27464	ZEP WET LOOK FLOORFIN5GAL	71.95	01/26/2024	100-410-1940-42102-0000	
27464	160Z GOOFOFF ADHESIVE CLN	12.58	01/26/2024	100-410-1940-42102-0000	
27464	ZEP URINE REMOVER 320Z	4.15	01/26/2024	100-410-1940-42102-0000	
27464	MR. CLEAN MAGIC ERASER	7.94	01/26/2024	100-410-1940-42102-0000	
27464	320Z AP SPRY BTL	2.53	01/26/2024	100-410-1940-42102-0000	
27464	ZEP 320Z HD SPRAY BOTTLE	4.88	01/26/2024	100-410-1940-42102-0000	
27464	RAZOR BLADE SCRAPER	3.37	01/26/2024	100-410-1940-42102-0000	
27464	PLASTIC RAZOR BLADES 10PK	1.27	01/26/2024	100-410-1940-42102-0000	
27464	10PC SINGLE EDGE RAZOR	1.68	01/26/2024	100-410-1940-42102-0000	
27464	SATELLITE LX MULTI TOOL	11.89	01/26/2024	100-410-1940-42102-0000	
27464	BLUE BLEND MOP W/ HANDLE	14.99	01/26/2024	100-410-1940-42102-0000	
Check Total:		201.60			
Vendor: menarelk	Menards, Inc.			Check Sequence: 40	ACH Enabled: False
87513	BACKER ROD 5/8" X 20'	50.96	12/31/2023	410-450-5200-45300-2104	
Check Total:		50.96			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: mocic 0003917-IN	Mid-States Organized Crime Information Center 2024 MOCIC Membership - 11-25 FT Sworn	150.00	01/26/2024	Check Sequence: 41 100-420-2100-44330-0000	ACH Enabled: False
	Check Total:	150.00			
Vendor: minch 15423	Minn. Chiefs of Police Assoc. Command School - Captain Beck	795.00	01/26/2024	Check Sequence: 42 100-420-2100-44360-0000	ACH Enabled: False
	Check Total:	795.00			
Vendor: mndehea 01192024	Minnesota Department of Health Watermain Review Fee	150.00	01/26/2024	Check Sequence: 43 406-430-3121-45300-1714	ACH Enabled: False
	Check Total:	150.00			
Vendor: minru March 2024	Minnesota Rural Water Association MRWA - Membership For March 2024 - Februar	400.00	01/26/2024	Check Sequence: 44 601-494-9440-44330-0000	ACH Enabled: False
	Check Total:	400.00			
Vendor: schso P12465 P12465 P12465 P12600	MN Equipment Inc. MSA 161T 12 71P STIHL AP 300 Battery STIHL Discount 71PM3 64 CHAIN STIHL1	449.99 239.99 -54.00 26.99	01/26/2024 01/26/2024 01/26/2024 01/26/2024	Check Sequence: 45 100-430-3120-42105-0000 100-430-3120-42105-0000 100-430-3120-42105-0000 100-430-3120-42103-0000	ACH Enabled: False
	Check Total:	662.97			
Vendor: motor 32435	Motorola Solutions Credit Company LLC Annual Lease Of Police Radios - 2024	16,241.97	01/26/2024	Check Sequence: 46 100-420-2100-44120-0000	ACH Enabled: False
	Check Total:	16,241.97			
Vendor: gssc 18565072	My Alarm Center RWAS Alarm February	47.39	01/26/2024	Check Sequence: 47 609-497-9760-43100-0000	ACH Enabled: False
	Check Total:	47.39			
Vendor: netbu 00122959	Network Business Supplies, Inc Paper Rolls For POS	230.85	12/31/2023	Check Sequence: 48 609-497-9760-42100-0000	ACH Enabled: False
	Check Total:	230.85			
Vendor: newsi TRFINV051774	Newman Signs, Inc. 30X9-0.080-NOTCHED/SPECIAL PUNCH-SF-	294.60	01/26/2024	Check Sequence: 49 100-430-3120-42260-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
TRFINV051774	36X9-0.080-NOTCHED/SPECIAL PUNCH-SF-	315.42	01/26/2024	100-430-3120-42260-0000	
TRFINV051774	42X9-0.080-NOTCHED/SPECIAL PUNCH-SF-	585.12	01/26/2024	100-430-3120-42260-0000	
TRFINV051774	48X9-0.080-NOTCHED/SPECIAL PUNCH-SF-	110.84	01/26/2024	100-430-3120-42260-0000	
TRFINV051774	54X9-0.080-NOTCHED/SPECIAL PUNCH-SF-	267.52	01/26/2024	100-430-3120-42260-0000	
TRFINV051774	30X30 .0801 POST STD PUNCH/RADIUS DG.	313.86	01/26/2024	100-430-3120-42260-0000	
TRFINV051774	Freight	110.83	01/26/2024	100-430-3120-42260-0000	
	Check Total:	1,998.19			
Vendor: omanja	James & Roberta Omann			Check Sequence: 50	ACH Enabled: False
01/18/2024	Escrow Refund - Omann Lot Split	442.00	01/26/2024	100-000-0000-22040-0000	
	Check Total:	442.00			
Vendor: pyrbr	Pyres Brewing Company LLC			Check Sequence: 51	ACH Enabled: False
68054	Beer	216.00	01/26/2024	609-497-9760-42520-0000	
	Check Total:	216.00			
Vendor: quafl	Quality Flow Systems, Inc.			Check Sequence: 52	ACH Enabled: False
46210	Service Check Of (10) Stations	2,000.00	01/26/2024	602-495-9490-43100-0000	
	Check Total:	2,000.00			
Vendor: repse	Republic Services #899			Check Sequence: 53	ACH Enabled: False
0899-004375106	RWAS Trash - December	543.97	01/26/2024	609-497-9760-43840-0000	
0899-004375209	Muni Trash - December	362.67	01/26/2024	609-497-9770-43840-0000	
	Check Total:	906.64			
Vendor: rogtr	Rogers True Value Hardware Inc			Check Sequence: 54	ACH Enabled: False
27126	1/2x53 BLK Rubb V-Belt	10.99	01/26/2024	609-497-9770-42102-0000	
27140	9"Shall Plas Tray Liner	10.32	01/26/2024	601-494-9440-42102-0000	
27165	1/2" BRS Pipe Plug - Boyer Bldg.	6.99	01/26/2024	100-410-1940-42102-0000	
27174	ShallowWell MTL Tray	3.79	01/26/2024	601-494-9440-42102-0000	
27174	3" XL Sprig FLT Brush	25.99	01/26/2024	601-494-9440-42102-0000	
27178	SINGLE CUT KEY	19.92	01/26/2024	410-450-5200-45300-2104	
27178	1-3/4 Laminated Padlock	17.99	01/26/2024	410-450-5200-45300-2104	
27178	SM Bolt Snap/Spl Ring	5.99	01/26/2024	100-410-1941-42102-0000	
27184	1-1/4x5SCH80 PVC Nipple	3.29	01/26/2024	100-450-5200-42104-0000	
27198	MP GD 3PK 9x3/8 Covers	19.98	01/26/2024	601-494-9440-42102-0000	
27205	PT2X 12OZ SG WHT Paint	14.98	01/26/2024	601-494-9440-42102-0000	
27208	LB 1.25x8 GRY EXT Screws	11.99	01/26/2024	601-494-9440-42100-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	152.22			
Vendor: royc 91920	Roy C., Inc. RWAS Door Power Outage	1,257.39	01/26/2024	Check Sequence: 55 609-497-9760-44010-0000	ACH Enabled: False
	Check Total:	1,257.39			
Vendor: samba 25790	Sambatek Replat Of City Owned Property On Northdale Bl	797.50	12/31/2023	Check Sequence: 56 203-465-6500-43140-0000	ACH Enabled: False
	Check Total:	797.50			
Vendor: souwi 2433054 2435488 2435489 2435490	Southern Glazers Wine & Spirits of Minnesota Wine Liquor Mix Wine	924.65 5,095.70 55.28 1,547.28	01/26/2024 01/26/2024 01/26/2024 01/26/2024	Check Sequence: 57 609-497-9760-42530-0000 609-497-9760-42510-0000 609-497-9760-42540-0000 609-497-9760-42530-0000	ACH Enabled: False
	Check Total:	7,622.91			
Vendor: sprso INV-015701 INV-015701 INV-015701 INV-015701	Springbrook Holding Co LLC CivicPay Transaction Fee - December 2023 CivicPay Transaction Fee - December 2023 CivicPay Transaction Fee - December 2023 CivicPay Transaction Fee - December 2023	95.95 863.55 633.27 326.23	12/31/2023 12/31/2023 12/31/2023 12/31/2023	Check Sequence: 58 100-430-3245-44300-0000 601-494-9440-44300-0000 602-495-9490-44300-0000 603-496-9495-44300-0000	ACH Enabled: False
	Check Total:	1,919.00			
Vendor: state 0092522-IN	Starnet Technologies MONITORING PROVIDED FROM: JANUAR	240.00	01/26/2024	Check Sequence: 59 602-495-9490-43100-0000	ACH Enabled: False
	Check Total:	240.00			
Vendor: stepl 25545	Stewart Plumbing, Inc. Urinal Repair And Replacement	720.00	01/26/2024	Check Sequence: 60 205-450-5205-44010-0000	ACH Enabled: False
	Check Total:	720.00			
Vendor: strei I1673995 I1674069 I1674512 I1674540 I1674742	Streicher's Inc. Body Armor Vest - Officer Palecek Uniform Nameplate - Fischer Uniform Shirt - Fischer Uniform Pants - Fischer Uniforms - Vest Carrier/Patches - Foster	1,460.99 11.99 54.99 82.00 329.97	01/26/2024 01/26/2024 01/26/2024 01/26/2024 01/26/2024	Check Sequence: 61 100-420-2100-42180-0000 100-420-2100-42180-0000 100-420-2100-42180-0000 100-420-2100-42180-0000 100-420-2100-42180-0000	ACH Enabled: False



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
I1675941	Uniforms For Avery Fischer	816.84	01/26/2024	100-420-2100-42180-0000	
I1675961	Vest Carrier And Patches - Palecek	314.98	01/26/2024	100-420-2100-42180-0000	
I1676140	Uniform Pants - Fischer	149.98	01/26/2024	100-420-2100-42180-0000	
	Check Total:	3,221.74			
Vendor: strsa	Stryker Sales LLC			Check Sequence: 62	ACH Enabled: False
9205357596	Lucas Battery (2)	1,572.50	12/31/2023	100-420-2210-42170-0000	
	Check Total:	1,572.50			
Vendor: tamla	Tamarack Land - Harvest View LLC			Check Sequence: 63	ACH Enabled: False
01/23/2024	Harvest View 1st Addition Reduction	261,648.00	01/26/2024	100-000-0000-22040-0000	
	Check Total:	261,648.00			
Vendor: carbu	Tegrete			Check Sequence: 64	ACH Enabled: False
109558	Muni Cleaning January	1,503.28	01/26/2024	609-497-9770-44060-0000	
	Check Total:	1,503.28			
Vendor: theam	The American Bottling Co.			Check Sequence: 65	ACH Enabled: False
3568730995	Mix	253.76	01/26/2024	609-497-9760-42540-0000	
	Check Total:	253.76			
Vendor: urbgr	Urban Growler Brewing Company, LLC			Check Sequence: 66	ACH Enabled: False
E-35154	Beer	101.00	01/26/2024	609-497-9760-42520-0000	
	Check Total:	101.00			
Vendor: usilo	USIC Holdings, Inc			Check Sequence: 67	ACH Enabled: False
636383	Locates 1/15/24-1/21/24	53.75	01/26/2024	601-494-9440-43150-0000	
636383	Locates 1/15/24-1/21/24	53.75	01/26/2024	602-495-9490-43150-0000	
636383	Locates 1/15/24-1/21/24	17.50	01/26/2024	603-496-9495-43150-0000	
	Check Total:	125.00			
Vendor: verwi	Verizon Wireless Services, LLC			Check Sequence: 68	ACH Enabled: False
9953353234	December Cell Phone Usage - 12/4/23 - 1/3/24	1,519.61	12/31/2023	100-420-2100-43250-0000	
9953353236	Finance - December	-1.67	12/31/2023	100-430-3245-43250-0000	
9953353236	Finance - December	-5.87	12/31/2023	601-494-9440-43250-0000	
9953353236	Finance - December	-5.87	12/31/2023	602-495-9490-43250-0000	
9953353236	Finance - December	-3.36	12/31/2023	603-496-9495-43250-0000	
9953353236	763-248-3922 - IS Dept December	40.01	12/31/2023	100-410-1330-43250-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,542.85			
Vendor: watco	Watson Company			Check Sequence: 69	ACH Enabled: False
139514	RAC Concessions	941.71	01/26/2024	205-450-5205-42550-0000	
	Check Total:	941.71			
Vendor: wrihe	Wright-Hennepin Coop Electric Assn			Check Sequence: 70	ACH Enabled: False
35031059261	Streetlights - Unmetered January	495.18	01/26/2024	100-430-3120-43160-0000	
	Check Total:	495.18			
Vendor: wruse	Wruck Sewer & Portable Rental			Check Sequence: 71	ACH Enabled: False
I19462	Porta Potty Rental For Parks	784.00	12/31/2023	100-450-5200-43100-0000	
I20303	Porta Potty Rental For Parks	98.00	01/26/2024	100-450-5200-43100-0000	
	Check Total:	882.00			
Vendor: xcele	Xcel Energy			Check Sequence: 72	ACH Enabled: False
859730288	Construction Trailer Electric November	7.79	12/31/2023	449-420-2210-45200-2209	
860640961	TRAFFIC SIGNAL - S DIAMOND LK RD & N	47.48	12/31/2023	100-430-3120-43170-0000	
860640961	TRAFFIC SIGNAL - HWY 101 & S DIAMOND	57.82	12/31/2023	100-430-3120-43170-0000	
860640961	TRAFFIC SIGNAL - N. RAMP HWY. 101 & 9 <sup>th</sup>	40.97	12/31/2023	100-430-3120-43170-0000	
860640961	TRAFFIC SIGNAL - S. RAMP HWY. 101 & 9 <sup>th</sup>	33.82	12/31/2023	100-430-3120-43170-0000	
860640961	TRAFFIC SIGNAL - 141ST & HIGH SCHOOL	105.89	12/31/2023	100-430-3120-43170-0000	
860640961	TRAFFIC SIGNAL - CSAH 81 & MEMORIAL	49.47	12/31/2023	100-430-3120-43170-0000	
860640961	TRAFFIC SIGNAL - ROGERS DR. & S. DIAMOND	79.35	12/31/2023	100-430-3120-43170-0000	
860640961	TRAFFIC SIGNAL - CSAH 81 & INDUSTRIAL	52.79	12/31/2023	100-430-3120-43170-0000	
860640961	TRAFFIC SIGNAL - BROCKTON LN & S DIAMOND	79.35	12/31/2023	100-430-3120-43170-0000	
860640961	TRAFFIC SIGNAL - CSAH 81 & JOHN DEER	117.08	12/31/2023	100-430-3120-43170-0000	
860640961	TRAFFIC SIGNAL - 141ST AVE. & MEDIAN	117.60	12/31/2023	100-430-3120-43170-0000	
860640961	TRAFFIC SIGNAL - 141ST AVE. & MEDIAN	62.50	12/31/2023	100-430-3120-43170-0000	
860640961	TRAFFIC SIGNAL - 141ST AVE. & JAMES RIVER	108.01	12/31/2023	100-430-3120-43170-0000	
860640961	TRAFFIC SIGNAL - 141ST AVE. & NORTHDAKOTA	106.79	12/31/2023	100-430-3120-43170-0000	
860640961	TRAFFIC SIGNAL - 19285 ROGERS DR December	102.34	12/31/2023	100-430-3120-43170-0000	
860640961	TRAFFIC SIGNAL - 11841 BROCKTON LN December	97.29	12/31/2023	100-430-3120-43170-0000	
861279974	LYNCH PARK - 21901 137TH AVE. N December	80.20	12/31/2023	100-450-5200-43810-0000	
861279974	NCP - 13750 BITTERSWEET DR December	994.96	12/31/2023	100-450-5200-43810-0000	
861279974	ROGERS MIDDLE SCHOOL FIELDS - 20859	50.93	12/31/2023	100-450-5200-43810-0000	
861279974	13850 BITTERSWEET LANE December	288.62	12/31/2023	100-450-5200-43810-0000	
861279974	TRIANGLE PARK/VETERAN'S MEM'L. - 127	41.54	12/31/2023	100-450-5200-43810-0000	
861279974	RESERVOIR FIELDS IRRIGATION December	77.45	12/31/2023	100-450-5200-43810-0000	
861279974	LION'S SPLASH PAD December	269.09	12/31/2023	100-450-5200-43810-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
861295890	LIFT STATION WELLSTEAD DR December	66.19	12/31/2023	602-495-9490-43810-0000	
861295890	LIFT STATION 137TH AVE December	621.59	12/31/2023	602-495-9490-43810-0000	
861295890	LIFT STATION 129TH AVE December	260.97	12/31/2023	602-495-9490-43810-0000	
861295890	LIFT STATION NORTHDAL BLVD December	68.13	12/31/2023	602-495-9490-43810-0000	
861295890	LIFT STATION HASSAN ELEMENTARY Dec	40.62	12/31/2023	602-495-9490-43810-0000	
861295890	LIFT STATION BROCKTON LN December	193.18	12/31/2023	602-495-9490-43810-0000	
861295890	LIFT STATION MONARCH LN December	103.76	12/31/2023	602-495-9490-43810-0000	
861295890	LIFT STATION INDUSTRIAL BLVD Decembe	527.68	12/31/2023	602-495-9490-43810-0000	
861295890	LIFT STATION BROCKTON-KINGHORN Dec	160.19	12/31/2023	602-495-9490-43810-0000	
861295890	19015 TERRITORIAL RD December	30.44	12/31/2023	602-495-9490-43810-0000	
	Check Total:	5,141.88			
	Total for Check Run:	509,939.63			
	Total of Number of Checks:	72			

# Accounts Payable

## Computer Check Proof List by Vendor

User: gpudas  
Printed: 01/31/2024 - 12:54PM  
Batch: 00001.02.2024



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: acrst 24540	Across the Street Productions Blue Card Training X 8	3,080.00	02/02/2024	Check Sequence: 1 100-420-2210-44360-0000	ACH Enabled: False
	Check Total:	3,080.00			
Vendor: aitcty 01222024	Aitkin County Court Administration Bail Money Collected For Aitkin County Warran	300.00	02/02/2024	Check Sequence: 2 100-420-2100-44310-0000	ACH Enabled: False
	Check Total:	300.00			
Vendor: anepa 253127	Paige Anenson Refund	40.00	02/02/2024	Check Sequence: 3 205-000-0000-22210-0000	ACH Enabled: False
	Check Total:	40.00			
Vendor: flepi 29633	BDG Inc 2024 Annual Software Support For Camera Truc	1,180.00	02/02/2024	Check Sequence: 4 602-495-9490-43190-0000	ACH Enabled: False
	Check Total:	1,180.00			
Vendor: beaoi 1109113	Beaudry Oil & Service Inc. Fuel - Unleaded And Diesel	12,814.55	02/02/2024	Check Sequence: 5 100-000-0000-14100-0000	ACH Enabled: False
	Check Total:	12,814.55			
Vendor: becar 611580	Becker Arena Products, Inc. Rink Repair Supplies	2,140.52	02/02/2024	Check Sequence: 6 205-450-5205-44010-0000	ACH Enabled: False
	Check Total:	2,140.52			
Vendor: belco 0202410400	Bellboy Corporation THC	1,189.70	02/02/2024	Check Sequence: 7 609-497-9760-42535-0000	ACH Enabled: False
0202410400	Wine	354.95	02/02/2024	609-497-9760-42530-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
0202410400	Liquor	1,219.15	02/02/2024	609-497-9760-42510-0000	
	Check Total:	2,763.80			
Vendor: blucl	Blue Cloud Distribution, Inc.			Check Sequence: 8	ACH Enabled: False
100982161	Beer	392.25	02/02/2024	609-497-9760-42520-0000	
	Check Total:	392.25			
Vendor: Wirbe	BreakThru Beverage Minnesota			Check Sequence: 9	ACH Enabled: False
114097717	Liquor	12,718.40	02/02/2024	609-497-9760-42510-0000	
114097717	Wine	649.05	02/02/2024	609-497-9760-42530-0000	
114097717	Mix	151.25	02/02/2024	609-497-9760-42540-0000	
	Check Total:	13,518.70			
Vendor: canre	Canteen Refreshment Services			Check Sequence: 10	ACH Enabled: False
MSP88116	Caribou Blend (Box Of 18) (4)	185.00	02/02/2024	205-450-5205-42550-0000	
MSP88116	Rainy Lake Decaf (Box Of 48) (2)	142.64	02/02/2024	100-450-5186-42100-0000	
MSP88116	Rainy Lake Crossroads Blend (Box Of 42) (2)	139.40	02/02/2024	100-450-5186-42100-0000	
MSP88116	Canteen Hot Cocoa Mix (6 Pack) (4)	197.20	02/02/2024	205-450-5205-42550-0000	
MSP88116	Delivery Charge	15.95	02/02/2024	205-450-5205-42550-0000	
	Check Total:	680.19			
Vendor: capbe	Capitol Beverage			Check Sequence: 11	ACH Enabled: False
20250560	Muni Bar Beer Credit	-5.68	02/02/2024	609-497-9770-42520-0000	
2938899	Beer Credit	-93.15	02/02/2024	609-497-9760-42520-0000	
2938899	THC Credit	-85.00	02/02/2024	609-497-9760-42535-0000	
2938900	Wine	197.40	02/02/2024	609-497-9760-42530-0000	
2938900	Mix	49.89	02/02/2024	609-497-9760-42540-0000	
2938900	Liquor	326.00	02/02/2024	609-497-9760-42510-0000	
2938900	Beer	5,428.55	02/02/2024	609-497-9760-42520-0000	
2939346	Muni Mix	29.55	02/02/2024	609-497-9770-42540-0000	
2939346	Muni Offsale Beer	46.20	02/02/2024	609-497-9770-42521-0000	
2939346	Muni Bar Beer	103.50	02/02/2024	609-497-9770-42520-0000	
	Check Total:	5,997.26			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: cdwgo	CDW Government			Check Sequence: 12	ACH Enabled: False
PB47805	Laptop Replacement For Chief Wills	2,009.48	02/02/2024	100-420-2100-42010-0000	
PB85708	Havana H. Keyboard Replacement	20.29	02/02/2024	100-450-5120-42010-0000	
PB93385	Desktop Computer Replacement For Chief Wills	1,598.98	02/02/2024	100-420-2100-42010-0000	
PB93718	TV/Computer For Building Cameras For Chief V	2,532.16	02/02/2024	100-420-2100-42010-0000	
PB99542	Executive Asst Computer Purchase	632.38	02/02/2024	100-420-2100-42010-0000	
PC94354	TV Mounts-First Arriving Program	384.02	02/02/2024	100-420-2210-42010-0000	
PD43639	TV's-First Arriving Program X2	1,357.78	02/02/2024	100-420-2210-42010-0000	
	Check Total:	8,535.09			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 13	ACH Enabled: False
6791320-2	Gas - Dec 2023	3,803.05	12/31/2023	205-450-5205-43830-0000	
	Check Total:	3,803.05			
Vendor: cenhy	Central Hydraulics, Inc.			Check Sequence: 14	ACH Enabled: False
569351	Wiper Seal Piston Seal Orings Wear Ring & U-S	221.77	02/02/2024	100-450-5200-42103-0000	
85280	Hydraulic Lines-E11	34.62	02/02/2024	100-420-2210-44040-0000	
	Check Total:	256.39			
Vendor: berbe	Chas. A. Bernick, Inc.			Check Sequence: 15	ACH Enabled: False
10173735	THC	144.00	02/02/2024	609-497-9760-42535-0000	
10173736	NA	123.00	02/02/2024	609-497-9760-42540-0000	
10173736	Beer	742.10	02/02/2024	609-497-9760-42520-0000	
10173736	Liquor	66.50	02/02/2024	609-497-9760-42510-0000	
	Check Total:	1,075.60			
Vendor: cinco	Cintas Corporation			Check Sequence: 16	ACH Enabled: False
4180547270	CR Floor Mats - 1/17/24	8.86	02/02/2024	100-410-1941-44060-0000	
4181258985	Muni Mats & Towels 1/24/2024	162.56	02/02/2024	609-497-9770-43100-0000	
	Check Total:	171.42			
Vendor: mnpip	Core & Main LP			Check Sequence: 17	ACH Enabled: False
U185952	OMNI+ 1-1/2 T2 1000G 13LL 5WHL SM 20' TI	6,360.00	02/02/2024	601-494-9440-42150-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	6,360.00			
Vendor: napau	Cottens' Inc.			Check Sequence: 18	ACH Enabled: False
327570	Fluid DOT 3	8.55	12/31/2023	100-420-2210-42120-0000	
	Check Total:	8.55			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 19	ACH Enabled: False
2097108	Liquor	94.00	02/02/2024	609-497-9760-42510-0000	
2097108	Beer	9,166.65	02/02/2024	609-497-9760-42520-0000	
2097108	NA	199.40	02/02/2024	609-497-9760-42540-0000	
2097108	THC	90.00	02/02/2024	609-497-9760-42535-0000	
2100176	THC	576.00	02/02/2024	609-497-9760-42535-0000	
2100176	Liquor	1,250.00	02/02/2024	609-497-9760-42510-0000	
2100176	Beer	3,188.40	02/02/2024	609-497-9760-42520-0000	
2100176	NA	146.30	02/02/2024	609-497-9760-42540-0000	
2101525	Muni Bar Beer	349.00	02/02/2024	609-497-9770-42520-0000	
	Check Total:	15,059.75			
Vendor: danman	Dangerous Man Brewing			Check Sequence: 20	ACH Enabled: False
IN-2516	Beer	378.00	02/02/2024	609-497-9760-42520-0000	
	Check Total:	378.00			
Vendor: dehtr	Dehn Tree Company, Inc.			Check Sequence: 21	ACH Enabled: False
2612	BROOKSIDE LN/131ST-REMOVED ASH TRI	6,500.00	02/02/2024	100-450-5200-43180-0000	
2613	REMOVED TREES IN 129th DRAINAGE DIT	950.00	02/02/2024	603-496-9495-43100-0000	
	Check Total:	7,450.00			
Vendor: dnr	DNR Waters - OMB			Check Sequence: 22	ACH Enabled: False
1979-6311	Water Use (2023)	5,980.86	12/31/2023	601-494-9440-44330-0000	
1979-6311	Summer Surcharge (2023)	17,138.62	12/31/2023	601-494-9440-44330-0000	
	Check Total:	23,119.48			
Vendor: facmo	Elliot Auto Supply Co, Inc.			Check Sequence: 23	ACH Enabled: False
128-186189	6) ACP 41-168 19459511 SPARK PLUG ASMG	47.40	02/02/2024	100-450-5200-42103-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
1-9371881	6) DEL 12716289 12716289 WIRE ASM-SPLG	94.08	02/02/2024	100-450-5200-42103-0000	
	Check Total:	141.48			
Vendor: fasco	Fastenal Company Inc.			Check Sequence: 24	ACH Enabled: False
MNTC4187780	5/8 X 6 LDT	237.90	02/02/2024	100-430-3120-42260-0000	
	Check Total:	237.90			
Vendor: feren	Ferguson Enterprises #1657			Check Sequence: 25	ACH Enabled: False
9620753	Sidekick Wasting Tee	51.54	02/02/2024	100-410-1941-42102-0000	
	Check Total:	51.54			
Vendor: finwa	Finken Water Centers			Check Sequence: 26	ACH Enabled: False
99654TN	Water-FD Jan '24	17.45	02/02/2024	100-420-2210-43820-0000	
	Check Total:	17.45			
Vendor: grabe	Grape Beginnings, Inc.			Check Sequence: 27	ACH Enabled: False
MN00142569	Wine	579.00	02/02/2024	609-497-9760-42530-0000	
	Check Total:	579.00			
Vendor: grelaco	Great Lakes Coca Cola			Check Sequence: 28	ACH Enabled: False
39635750011	Mix	948.08	02/02/2024	609-497-9760-42540-0000	
	Check Total:	948.08			
Vendor: guape	Guardian Pest Solutions, Inc.			Check Sequence: 29	ACH Enabled: False
2538871	Commercial Pest Control January	36.60	02/02/2024	100-410-1940-43140-0000	
	Check Total:	36.60			
Vendor: hassa	Hassan Sand & Gravel, Inc.			Check Sequence: 30	ACH Enabled: False
173825	RIVER ROCK 3/4"-repair Water Leak On Aspen	125.93	02/02/2024	601-494-9440-42104-0000	
	Check Total:	125.93			
Vendor: hencoen	Hennepin County Environmental Health			Check Sequence: 31	ACH Enabled: False
1228240	Muni Food License	588.00	02/02/2024	609-497-9770-44380-0000	
1228240	Community Room Food License	104.00	02/02/2024	100-410-1941-44380-0000	



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
1228240	NCP Food License	207.00	02/02/2024	100-450-5120-44380-0000	
1228240	RAC Food License	389.00	02/02/2024	205-450-5205-44380-0000	
1228240	Senior Dining Food License	389.00	02/02/2024	100-450-5186-44380-0000	
1228240	Event Center Bar Food License	104.00	02/02/2024	609-497-9770-44380-0000	
1228240	Event Center Food License	207.00	02/02/2024	100-410-1941-44380-0000	
	Check Total:	1,988.00			
Vendor: hohen	Hohensteins Inc			Check Sequence: 32	ACH Enabled: False
683270	Mix/NA	152.30	02/02/2024	609-497-9760-42540-0000	
683270	THC	135.00	02/02/2024	609-497-9760-42535-0000	
683270	Beer	268.50	02/02/2024	609-497-9760-42520-0000	
	Check Total:	555.80			
Vendor: inbbr	Inbound Brew			Check Sequence: 33	ACH Enabled: False
17693	Beer	228.50	02/02/2024	609-497-9760-42520-0000	
17693	THC	234.00	02/02/2024	609-497-9760-42535-0000	
	Check Total:	462.50			
Vendor: innof	Innovative Office Solutions LLC			Check Sequence: 34	ACH Enabled: False
IN4437243	Can Liners - EC	120.12	02/02/2024	100-410-1941-42102-0000	
IN4437243	Can Liners - FD	181.82	02/02/2024	100-420-2210-42102-0000	
IN4437243	Can Liners -CR	231.42	02/02/2024	100-410-1941-42102-0000	
IN4443706	2) Staplers	23.52	02/02/2024	100-430-3000-42000-0000	
IN4446529	MARKER SHP MET FN SL MLSV	17.21	02/02/2024	602-495-9490-42000-0000	
IN4446529	MARKER SHP MET FN SL MLSV	17.21	02/02/2024	601-494-9440-42000-0000	
	Check Total:	591.30			
Vendor: piopr	iPROMOTEu			Check Sequence: 35	ACH Enabled: False
2213392P18	Logo Tumblers For Distribution	2,102.52	12/31/2023	100-410-1325-44310-0000	
	Check Total:	2,102.52			
Vendor: jacsm	Jack's Small Engine, Inc.			Check Sequence: 36	ACH Enabled: False
6991	Fuel Pump & Gasket Set	33.35	02/02/2024	100-450-5200-42103-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Check Total:		33.35			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 37	ACH Enabled: False
2469707	Liquor	6,972.27	02/02/2024	609-497-9760-42510-0000	
2469708	Wine	5,130.69	02/02/2024	609-497-9760-42530-0000	
2469709	Mix	175.50	02/02/2024	609-497-9760-42540-0000	
2469710	Liquor	2,912.23	02/02/2024	609-497-9760-42510-0000	
282094	Wine Credit	-12.00	02/02/2024	609-497-9760-42530-0000	
282095	Wine Credit	-8.33	02/02/2024	609-497-9760-42530-0000	
282112	Liquor Credit	-12.80	02/02/2024	609-497-9760-42510-0000	
282113	Wine Credit	-7.33	02/02/2024	609-497-9760-42530-0000	
282114	Liquor Credit	-21.76	02/02/2024	609-497-9760-42510-0000	
282115	Liquor Credit	-187.00	02/02/2024	609-497-9760-42510-0000	
3655521	Beer	112.00	02/02/2024	609-497-9760-42520-0000	
3655522	THC	405.95	02/02/2024	609-497-9760-42535-0000	
381558	Beer Credit	-61.60	02/02/2024	609-497-9760-42520-0000	
381559	THC Credit	-15.36	02/02/2024	609-497-9760-42535-0000	
516719	Wine Credit	-34.20	02/02/2024	609-497-9760-42530-0000	
516720	Wine Credit	-8.28	02/02/2024	609-497-9760-42530-0000	
516729	Wine Credit	-4.82	02/02/2024	609-497-9760-42530-0000	
516730	Wine Credit	-137.75	02/02/2024	609-497-9760-42530-0000	
6727250	Liquor	3,622.76	02/02/2024	609-497-9760-42510-0000	
6727251	Wine	1,976.25	02/02/2024	609-497-9760-42530-0000	
6727252	Mix	219.60	02/02/2024	609-497-9760-42540-0000	
6727253	Muni Bar Liquor	762.93	02/02/2024	609-497-9770-42510-0000	
6727254	Muni Bar Wine	388.89	02/02/2024	609-497-9770-42530-0000	
7459358	Wine	775.60	02/02/2024	609-497-9760-42530-0000	
Check Total:		22,943.44			
Vendor: k&seng	K&S Engraving LLC			Check Sequence: 38	ACH Enabled: False
13133	SCBA Tags Name Plates Par Tags	132.00	02/02/2024	100-420-2210-42100-0000	
Check Total:		132.00			
Vendor: kengr	Kennedy & Graven, Chartered			Check Sequence: 39	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
RG135-00001	General Municipal Matters December 2023	1,646.50	12/31/2023	100-410-1325-43040-0000	
RG135-00011	Police Department Matter December 2023	55.50	12/31/2023	100-420-2100-43040-0000	
RG135-00084	2023 City Council Meetings December 2023	786.25	12/31/2023	100-410-1325-43040-0000	
RG135-00092	Shores Of Sylvan Lake December 2023	222.00	12/31/2023	100-410-1325-43040-8150	
RG135-00094	Purchase Of Main Street Triplex December 2023	714.75	12/31/2023	450-465-6500-45200-0000	
	Check Total:	3,425.00			
Vendor: krip 186856	Kriss Premium Products, Inc BRINE CORROSION INHIBITOR	795.13	02/02/2024	Check Sequence: 40 205-450-5205-42160-0000	ACH Enabled: False
	Check Total:	795.13			
Vendor: leamin 399697 399697 399700	League of MN Cities 2024 Safety & Loss Control Workshop-Utilities 2024 Safety & Loss Control Workshop-Utilities 2024 Safety & Loss Contro LWorkshop--PW	50.00 50.00 60.00	02/02/2024 02/02/2024 02/02/2024	Check Sequence: 41 602-495-9490-44360-0000 601-494-9440-44360-0000 100-430-3000-44360-0000	ACH Enabled: False
	Check Total:	160.00			
Vendor: liffi 19062	Lifesaver Fire Protection, LLC Splash Pad Service Call #3312 Performed 1/23/2	418.00	02/02/2024	Check Sequence: 42 100-450-5200-44010-0000	ACH Enabled: False
	Check Total:	418.00			
Vendor: lucli E-2122 E-2122	Luce Line Brewing Beer THC	130.00 140.00	02/02/2024 02/02/2024	Check Sequence: 43 609-497-9760-42520-0000 609-497-9760-42535-0000	ACH Enabled: False
	Check Total:	270.00			
Vendor: maceq P24249 P24249 P24411 P24411 P24411 P24411	MacQueen Equipment, Inc. Shipping & Handling Hoods X8 Extrication Gloves-M X5 Extrication Gloves-2XL X3 Extrication Gloves-S X5 Extrication Gloves-XL X3	21.00 952.00 199.75 119.85 199.75 119.85	02/02/2024 02/02/2024 02/02/2024 02/02/2024 02/02/2024 02/02/2024	Check Sequence: 44 100-420-2210-42106-0000 100-420-2210-42106-0000 100-420-2210-42106-0000 100-420-2210-42106-0000 100-420-2210-42106-0000 100-420-2210-42106-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Check Total:		1,612.20			
Vendor: cleri	McDonald Distributing Company			Check Sequence: 45	ACH Enabled: False
729632	Beer	117.90	02/02/2024	609-497-9760-42520-0000	
729632	NA	32.25	02/02/2024	609-497-9760-42540-0000	
729677	Beer Credit	-58.00	02/02/2024	609-497-9760-42520-0000	
729770	THC	282.00	02/02/2024	609-497-9760-42535-0000	
Check Total:		374.15			
Vendor: menar	Menards, Inc.			Check Sequence: 46	ACH Enabled: False
27652	4) HANDY PAINT PAIL LINERS	19.12	02/02/2024	601-494-9440-42102-0000	
27653	PORTABLE LIGHTUP LOCK BOX	33.99	02/02/2024	410-450-5200-45300-2104	
27653	1-7/8IN MAGNUM PADLOCK	20.96	02/02/2024	100-450-5200-42100-0000	
27653	H -D BUNGEE 32" X 3/8"	3.78	02/02/2024	100-450-5200-42100-0000	
27653	30A 125V RV CNCTR	12.99	02/02/2024	410-450-5200-45300-2104	
27653	30A 125V RV PLUG	10.99	02/02/2024	410-450-5200-45300-2104	
27653	H -D BUNGEE 18" X 3/8"	2.96	02/02/2024	100-450-5200-42100-0000	
27703	RETURNED: 2) 1-7/8IN MAGNUM PADLOCK	-20.96	02/02/2024	100-450-5200-42100-0000	
Check Total:		83.83			
Vendor: mfsch	MFSCB			Check Sequence: 47	ACH Enabled: False
12114	Officer II Test-Bebeau	136.50	12/31/2023	100-420-2210-44360-0000	
12114	Officer II Test-Mueller	136.50	12/31/2023	100-420-2210-44360-0000	
Check Total:		273.00			
Vendor: minpo	Minnesota Pollution Control Agency			Check Sequence: 48	ACH Enabled: False
10000176834	PBP Reimbursements-Boyer	1,050.00	02/02/2024	100-410-1910-43100-0000	
10000176844	PBP Reimbursements-Holiday	1,350.00	02/02/2024	100-410-1910-43100-0000	
Check Total:		2,400.00			
Vendor: minrec	Minnesota Recreation and Park Assoc.			Check Sequence: 49	ACH Enabled: False
MRPA Worshop	Mike Bauer 2/8/24 MRPA Workshop Registration	119.00	02/02/2024	100-450-5120-44360-0000	
Check Total:		119.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: gssc	My Alarm Center			Check Sequence: 50	ACH Enabled: False
18565003	Alarm Monitoring CR Feb '24	24.76	02/02/2024	100-410-1941-43880-0000	
18565003	Alarm Monitoring Fire Feb '24	19.46	02/02/2024	100-420-2210-43880-0000	
	Check Total:	44.22			
Vendor: nohol	Northern Hollow Winery			Check Sequence: 51	ACH Enabled: False
1741	Wine	222.60	02/02/2024	609-497-9760-42530-0000	
	Check Total:	222.60			
Vendor: norfa	Northwest Family Physicians PA Inc			Check Sequence: 52	ACH Enabled: False
29270	Randon Drug Testing	35.00	02/02/2024	100-450-5200-44080-0000	
29270	Random Drug Testing	35.00	02/02/2024	100-430-3000-44080-0000	
	Check Total:	70.00			
Vendor: oakel	Oaks Electric Co Inc			Check Sequence: 53	ACH Enabled: False
10446	EC Kitchen-Additional Outlets/Circuits	2,420.00	12/31/2023	100-410-1941-44010-0000	
	Check Total:	2,420.00			
Vendor: ohlsa	Ohlin Sales Inc			Check Sequence: 54	ACH Enabled: False
INV71684	2) 12v 7Ah 5.94x2.56x3.7 .250	52.43	02/02/2024	601-494-9440-42100-0000	
	Check Total:	52.43			
Vendor: optum	Optum			Check Sequence: 55	ACH Enabled: False
0001547751	HSA Admin Fee 4th Qrt	312.00	12/31/2023	100-410-1325-44300-0000	
	Check Total:	312.00			
Vendor: potso	Potentia MN Solar Fund 1, LLC			Check Sequence: 56	ACH Enabled: False
MN-INV-12-165	RAC Solar - Dec 2023	1,694.59	12/31/2023	205-450-5205-43810-0000	
MN-INV-12-172	PD Solar - Dec 2023	326.48	12/31/2023	100-420-2100-43810-0000	
MN-INV-12-173	Well 6 Solar - Dec 2023	394.42	12/31/2023	601-494-9440-43810-0000	
MN-INV-12-174	Water Booster Station Solar - Dec 2023	394.42	12/31/2023	601-494-9440-43810-0000	
MN-INV-12-175	Well 5 Solar - Dec 2023	394.42	12/31/2023	601-494-9440-43810-0000	
MN-INV-12-176	Well 7 Solar - Dec 2023	394.42	12/31/2023	601-494-9440-43810-0000	
MN-INV-12-181	RAC Solar - Dec 2023	1,289.66	12/31/2023	205-450-5205-43810-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
MN-INV-12-182	PD Solar - Dec 2023	526.30	12/31/2023	100-420-2100-43810-0000	
MN-INV-12-187	CR Solar - Dec 2023	200.97	12/31/2023	100-410-1941-43810-0000	
MN-INV-12-187	FD Solar - Dec 2023	164.43	12/31/2023	100-420-2210-43810-0000	
MN-INV-12-188	PW Solar - Dec 2023	328.17	12/31/2023	100-430-3000-43810-0000	
MN-INV-12-188	CH Solar - Dec 2023	140.65	12/31/2023	100-410-1940-43810-0000	
MN-INV-12-189	RWAS Solar - Dec 2023	750.11	12/31/2023	609-497-9760-43810-0000	
	Check Total:	6,999.04			
Vendor: legsh 152672	Pre-Paid Legal Services, Inc EE Paid Insurance Premiums - January 2024	31.90	02/02/2024	Check Sequence: 57 100-000-0000-21751-0000	ACH Enabled: False
	Check Total:	31.90			
Vendor: tacso 9962	Public Safety Equipment, LLC Annual Certification Of Radar Units & Tuning F	546.00	02/02/2024	Check Sequence: 58 100-420-2100-43100-0000	ACH Enabled: False
	Check Total:	546.00			
Vendor: pyrbr 68711	Pyres Brewing Company LLC Beer	119.00	02/02/2024	Check Sequence: 59 609-497-9760-42520-0000	ACH Enabled: False
	Check Total:	119.00			
Vendor: quafl 46227	Quality Flow Systems, Inc. Install New Phase Monitor @ Industr'l Lift Static	700.00	02/02/2024	Check Sequence: 60 602-495-9490-43100-0000	ACH Enabled: False
46228	WELLSTEAD LIFT STATION REPLACEMEN	5,390.00	02/02/2024	602-495-9490-44040-0000	
	Check Total:	6,090.00			
Vendor: rogtr 27169	Rogers True Value Hardware Inc Grinding Wheels	15.78	02/02/2024	Check Sequence: 61 100-420-2210-42105-0000	ACH Enabled: False
27177	55/64" CHR Adapter	8.49	02/02/2024	100-410-1941-42102-0000	
27192	1.75OZ CLR Gorilla Glue	9.99	02/02/2024	100-410-1941-42102-0000	
27192	15G Gorilla Super Glue	8.49	02/02/2024	100-410-1941-42102-0000	
27192	40PK 5" 400G Sand Disc	35.99	02/02/2024	100-410-1941-42102-0000	
27193	Hose Reel Parts	42.46	02/02/2024	100-420-2210-42105-0000	
27197	30PK 3/8x1-1/2Dowel Pin	16.47	02/02/2024	100-410-1941-42102-0000	
27197	8OZ Gorilla Glue	19.99	02/02/2024	100-410-1941-42102-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
27209	Seal Tape	2.79	02/02/2024	100-420-2210-44010-0000	
27213	8OZ Gorilla Glue	19.99	02/02/2024	100-410-1941-42102-0000	
27219	10x20 1Mil Drop Cloth	6.99	02/02/2024	100-430-3120-42100-0000	
27229	BUILDERS & HEAVY HDWE	3.58	02/02/2024	100-410-1941-42102-0000	
27242	1/4" BRS FPT Ball Valve	12.99	02/02/2024	205-450-5205-42103-0000	
27242	1/4x1-1/2 Galv Nipple	3.29	02/02/2024	205-450-5205-42103-0000	
	Check Total:	207.29			
Vendor: rolfo	Rolling Forks Vineyard			Check Sequence: 62	ACH Enabled: False
1845	Wine	162.00	02/02/2024	609-497-9760-42530-0000	
	Check Total:	162.00			
Vendor: safas	SafeAssure			Check Sequence: 63	ACH Enabled: False
3503	Safety Training	777.30	02/02/2024	100-410-1950-44360-0000	
3503	Safety Training	777.30	02/02/2024	603-496-9495-44360-0000	
3503	Safety Training	777.31	02/02/2024	100-430-3000-44360-0000	
3503	Safety Training	777.31	02/02/2024	602-495-9490-44360-0000	
3503	Safety Training	777.31	02/02/2024	100-450-5200-44360-0000	
3503	Safety Training	777.31	02/02/2024	601-494-9440-44360-0000	
	Check Total:	4,663.84			
Vendor: safkl	Safety-Kleen Systems, Inc			Check Sequence: 64	ACH Enabled: False
93454149	30G PARTS WASHER - SOLVENT	423.50	02/02/2024	100-430-3000-42160-0000	
	Check Total:	423.50			
Vendor: soula	South Lake Minnetonka Police Department			Check Sequence: 65	ACH Enabled: False
January 10 2024	March-Sept. 2023 Legal Fees	141.10	12/31/2023	100-420-2100-43100-0000	
January 10 2024	Oct/Nov 2023 Consulting Services	126.92	12/31/2023	100-420-2100-43100-0000	
	Check Total:	268.02			
Vendor: souwi	Southern Glazers Wine & Spirits of Minnesota			Check Sequence: 66	ACH Enabled: False
2437880	Liquor	6,590.72	02/02/2024	609-497-9760-42510-0000	
2437881	Freight	3.84	02/02/2024	609-497-9760-42590-0000	
2437882	Wine	4,349.08	02/02/2024	609-497-9760-42530-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
9412737	Wine Deal Buydown	-80.00	02/02/2024	609-497-9760-42530-0000	
9415743	Liquor Deal Buydown	-387.00	02/02/2024	609-497-9760-42510-0000	
9415764	Wine Deal Buydown	-24.00	02/02/2024	609-497-9760-42530-0000	
9417734	Liquor Credit	-18.00	02/02/2024	609-497-9760-42510-0000	
9423523	Wine Deal Buydown	-442.50	02/02/2024	609-497-9760-42530-0000	
9467326	Liquor Credit	-23.01	02/02/2024	609-497-9760-42510-0000	
9472147	Wine Deal Buydown	-87.50	02/02/2024	609-497-9760-42530-0000	
9473368	Liquor Credit	-60.00	02/02/2024	609-497-9760-42510-0000	
9473369	Liquor Credit	-39.27	02/02/2024	609-497-9760-42510-0000	
9473370	Liquor Credit	-19.12	02/02/2024	609-497-9760-42510-0000	
9477193	Liquor Credit	-17.35	02/02/2024	609-497-9760-42510-0000	
9482097	Wine Deal Buydown	-43.75	02/02/2024	609-497-9760-42530-0000	
9487722	Wine Credit	-13.34	02/02/2024	609-497-9760-42530-0000	
9487723	Liquor Credit	-17.37	02/02/2024	609-497-9760-42510-0000	
9491223	Liquor Credit	-194.50	02/02/2024	609-497-9760-42510-0000	
9492499	Liquor Credit	-17.97	02/02/2024	609-497-9760-42510-0000	
9495741	Wine Credit	-6.34	02/02/2024	609-497-9760-42530-0000	
9495742	Liquor Credit	-6.31	02/02/2024	609-497-9760-42510-0000	
9497241	Liquor Credit	-13.59	02/02/2024	609-497-9760-42510-0000	
9500885	Liquor Credit	-124.50	02/02/2024	609-497-9760-42510-0000	
9500886	Liquor Credit	-18.83	02/02/2024	609-497-9760-42510-0000	
9501038	Freight Credit	-0.64	02/02/2024	609-497-9760-42590-0000	
9501039	Freight Credit	-0.21	02/02/2024	609-497-9760-42590-0000	
9501665	Liquor Credit	-10.38	02/02/2024	609-497-9760-42510-0000	
9515742	Liquor Deal Buydown	-240.00	02/02/2024	609-497-9760-42510-0000	
9516561	Liquor Credit	-242.90	02/02/2024	609-497-9760-42510-0000	
9540955	Liquor Credit	-63.48	02/02/2024	609-497-9760-42510-0000	
9544916	Liquor Credit	-107.00	02/02/2024	609-497-9760-42510-0000	
9546418	Wine Credit	-16.17	02/02/2024	609-497-9760-42530-0000	
9546419	Liquor Credit	-91.25	02/02/2024	609-497-9760-42510-0000	
9547602	Wine Deal Buydown	-20.00	02/02/2024	609-497-9760-42530-0000	
9549130	Wine Credit	-10.67	02/02/2024	609-497-9760-42530-0000	
9554962	Wine Credit	-6.66	02/02/2024	609-497-9760-42530-0000	
9556616	Wine Deal Buydown	-228.00	02/02/2024	609-497-9760-42530-0000	



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
9556671	Liquor Deal Buydown	-60.00	02/02/2024	609-497-9760-42510-0000	
9559520	Liquor Deal Buydown	-54.00	02/02/2024	609-497-9760-42510-0000	
9561232	Liquor Credit	-238.50	02/02/2024	609-497-9760-42510-0000	
	Check Total:	7,899.53			
Vendor: accbe	TASC			Check Sequence: 67	ACH Enabled: False
IN3004388	November Continuant Fee	5.00	12/31/2023	100-410-1325-44300-0000	
IN3004532	December Continuat Fee	5.00	12/31/2023	100-410-1325-44300-0000	
	Check Total:	10.00			
Vendor: tshwill	The Sherwin Williams Co			Check Sequence: 68	ACH Enabled: False
6721-7	HANDY TRAY LINER 3PK	5.94	02/02/2024	100-430-3000-42102-0000	
6721-7	1 1/2" CS N/P 1.5" THINANG	9.26	02/02/2024	100-430-3000-42102-0000	
6721-7	B30W12651 PM 200 0 FL EXTRA Color: SW75	86.32	02/02/2024	100-430-3000-42102-0000	
6721-7	2 1/2" QS 2.5"ANGLE SASH B	8.75	02/02/2024	100-430-3000-42102-0000	
	Check Total:	110.27			
Vendor: verwi	Verizon Wireless Services, LLC			Check Sequence: 69	ACH Enabled: False
9953353235	Verizon-FD-December	565.16	12/31/2023	100-420-2210-43210-0000	
9953353238	NCP Concessions-December	40.01	12/31/2023	100-450-5120-43250-0000	
	Check Total:	605.17			
Vendor: vinin	Vinocopia Inc			Check Sequence: 70	ACH Enabled: False
0344966-IN	Liquor	384.50	02/02/2024	609-497-9760-42510-0000	
0344966-IN	Wine	1,790.25	02/02/2024	609-497-9760-42530-0000	
	Check Total:	2,174.75			
Vendor: grain	W.W. Grainger, Inc.			Check Sequence: 71	ACH Enabled: False
9972132915	Trash Bags Batteries Paper Towels TP Gloves	438.17	02/02/2024	205-450-5205-42100-0000	
	Check Total:	438.17			
Vendor: watco	Watson Company			Check Sequence: 72	ACH Enabled: False
139671	RAC Concessions	609.99	02/02/2024	205-450-5205-42550-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	609.99			
Vendor: webal	Webaloo LLC			Check Sequence: 73	ACH Enabled: False
13598-16755	Communications Consultant 1/15/24-1/19/24	130.00	02/02/2024	100-410-1325-43100-0000	
	Check Total:	130.00			
Vendor: xcele	Xcel Energy			Check Sequence: 74	ACH Enabled: False
861111 026	Public Works-22350 S. Diamond Lk. Rd Decem	1,008.14	12/31/2023	100-430-3000-43810-0000	
861111 026	Civic Storage Bldg.-21195 Memorial Dr Decem	35.82	12/31/2023	100-410-1940-43810-0000	
861111 026	Event Center-12716 Main St December	1,247.18	12/31/2023	100-410-1941-43810-0000	
861111 026	Fire Dept.-21201 Memorial Dr December	267.06	12/31/2023	100-420-2210-43810-0000	
861111 026	Sr. Center-12913 Main St December	257.73	12/31/2023	100-450-5186-43810-0000	
861111 026	Civic Storage Bldg.-21195 Memorial Dr Security	17.41	12/31/2023	100-410-1940-43810-0000	
861111 026	Vacant Building-13017 Main St December	84.83	12/31/2023	100-410-1940-43810-0000	
861111 026	Community Rm-21201 Memorial Dr December	339.88	12/31/2023	100-410-1941-43810-0000	
861111 026	Hassan Town Hall-25000 Hassan Pkwy Decemb	86.35	12/31/2023	100-410-1940-43810-0000	
861111 026	Police Dept. - 21860 Industrial Blvd December	748.45	12/31/2023	100-420-2100-43810-0000	
861111 026	City Hall-22350 S. Diamond Lk. Rd December	432.06	12/31/2023	100-410-1940-43810-0000	
861111 026	Boyer -21701 Industrial Blvd December	705.86	12/31/2023	100-410-1940-43810-0000	
861111 026	Vacant City Bldg.-12909 Main St December	57.82	12/31/2023	100-410-1940-43810-0000	
861174448	Temp. Elec. Service-14086 Northdale (Hardee's)	506.14	12/31/2023	100-410-1940-43810-0000	
861274065	WELL #9 December	1,885.76	12/31/2023	601-494-9440-43810-0000	
861274065	WELL #5 December	1,280.86	12/31/2023	601-494-9440-43810-0000	
861274065	WELL #4 December	1,995.96	12/31/2023	601-494-9440-43810-0000	
861274065	WELL #7 December	1,087.83	12/31/2023	601-494-9440-43810-0000	
861274065	WATER BOOSTER STATION MAIN ST Decen	904.20	12/31/2023	601-494-9440-43810-0000	
861274065	WATER TOWER ORCHID December AVE 750	232.32	12/31/2023	601-494-9440-43810-0000	
861274065	WELL #6 December	678.65	12/31/2023	601-494-9440-43810-0000	
861274065	WELL #8 December	900.04	12/31/2023	601-494-9440-43810-0000	
861274065	WATER TOWER G WEBER DR 400K Decemb	346.82	12/31/2023	601-494-9440-43810-0000	
861274065	GROUND STORAGE December	2,433.50	12/31/2023	601-494-9440-43810-0000	
861274065	WELL #3 December	1,049.84	12/31/2023	601-494-9440-43810-0000	
862063396	STREETLIGHT - NORTHPOINT December	34.63	12/31/2023	100-430-3120-43160-0000	
862063396	STREETLIGHT - CHURCH & MAIN Decembe	99.72	12/31/2023	100-430-3120-43160-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
862063396	STREETLIGHT -23115 TERRITORIAL ROAD	98.50	12/31/2023	100-430-3120-43160-0000	
862063396	STREETLIGHT - 14075 ROGERS DR & 140TH	175.99	12/31/2023	100-430-3120-43160-0000	
862063396	STREETLIGHT - EDGEWATER December	377.90	12/31/2023	100-430-3120-43160-0000	
862063396	STREETLIGHT - UNMETERED LIGHTS December	7,836.28	12/31/2023	100-430-3120-43160-0000	
862063396	STREETLIGHT - 13692 ROGERS DR & 136TH	233.05	12/31/2023	100-430-3120-43160-0000	
862063396	STREETLIGHT - 11478 BROCKTON LANE D	79.15	12/31/2023	100-430-3120-43160-0000	
862063396	STREETLIGHT - 21495 TERRITORIAL RD &	35.67	12/31/2023	100-430-3120-43160-0000	
	Check Total:	27,561.40			
Vendor: yalme	Yale Mechanical, LLC			Check Sequence: 75	ACH Enabled: False
253222	New Motor & Inducer To Fix Heater In CH/PW	1,514.57	02/02/2024	100-430-3000-42102-0000	
253222	New Motor & Inducer To Fix Heater In CH/PW	649.09	02/02/2024	100-410-1940-42102-0000	
	Check Total:	2,163.66			
	Total for Check Run:	214,336.58			
	Total of Number of Checks:	75			

January 2024 US Bank P-Card Allocations									
Vendor	Account					Amount	Fiscal Year	Description	
TARGET 00014563	100	420	2100	42100	0000	58.74	2023	SWAT Storage Supplies	
COSTCO WHSE #0372	100	410	1325	42000	0000	50.80	2024	Supplies Toilet Paper; CH	
SAMS CLUB#6254	100	410	1325	42000	0000	38.94	2023	Coffee for City Hall	
AMAZON.COM*TK9M32IO0	100	410	1325	42000	0000	14.99	2024	Page protectors	
AMAZON.COM*TK7H44PQ1	100	410	1325	42000	0000	62.99	2024	Replacement coffee pot	
AMZN MKTP US*RT2F06EK2	100	410	1325	42000	0000	19.64	2024	Office supplies	
SITEGROUND HOSTING	100	410	1325	43100	0000	21.99	2024	Cityorrogers.org domain renewal 1 year	
DESIGN SHOP MPLS#1136	100	410	1325	43100	0000	665.05	2023	Communications consultant - parks and rec logo	
DESIGN SHOP MPLS#1137	100	410	1325	43100	0000	398.71	2024	Communications consultant - parks and rec logo	
MAILCHIMP *MISC	100	410	1325	43190	0000	45.00	2024	Monthly email listserve	
ZOHO-MANAGEENGINE SER	100	410	1325	43190	0000	140.00	2024	Helpdesk Service Tech license	
KNOWBE4, INC.	100	410	1325	43190	0000	1,641.60	2024	Annual Phishing Testing	
VZWRLSS*APOCC VISB	100	410	1325	43250	0000	41.23	2023	City Administrator Cell Phone	
VZWRLSS*APOCC VISB	100	410	1325	43250	0000	46.23	2023	Clerk Cell Phone	
VZWRLSS*APOCC VISB	100	410	1325	43250	0000	46.23	2023	Admin Assistant Cell Phone	
MINNESOTA ASSOC OF GOVERN	100	410	1325	44310	0000	85.00	2024	Advertisement for Communications Coordinator Position Opening and Membership	
PUBLIC RELATIONS SOCIE	100	410	1325	44310	0000	150.00	2024	Advertisement for Communications Coordinator Position Opening	
PB LEASING	100	410	1325	44120	0000	143.55	2023	4th quarter 2023 lease	
CUB FOODS- ROGERS	100	410	1325	44310	0000	124.08	2023	Food for Employee Event	
CUB FOODS- ROGERS	100	410	1325	44310	0000	79.18	2023	Additional sides for Staff Event	
CUB FOODS- ROGERS	100	410	1325	44310	0000	548.64	2023	Food for Staff Event	
LYNDE S CATERING	100	410	1325	44310	0000	937.87	2024	Wellness day catering 2024	
CANVA* I04013-49291623	100	410	1325	44330	0000	119.99	2024	2024 license	
COURTYARD ST. CLOUD	100	410	1325	44360	0000	385.18	2024	Clerks Conference- Brown	
MINNESOTA STATE COLLEGES	100	410	1325	44360	0000	375.00	2024	Clerks Conference- Brown	
ZOOM.US 888-799-9666	100	410	1330	43190	0000	187.97	2024	Zoom licenses	
SWIFTYPE.COM	100	410	1330	43190	0000	79.00	2024	Search Module for rogersmn.gov	
WWW.SIRIUSCOM.COM	100	410	1330	43190	0000	2,190.29	2023	Office 365 licenses	
COMCAST CABLE COMM	100	410	1330	43250	0000	146.94	2024	Internet Service - IS	
VZWRLSS*APOCC VISB	100	410	1330	43250	0000	128.69	2023	IS Cell Phones	
TARGET 00018317	100	410	1410	42000	0000	10.83	2024	Supplies Stationary; Elections	
AMAZON.COM*AR7Z5E93	100	410	1410	42000	0000	215.60	2024	Rolling cart for elections	
AMZN MKTP US*RT2F06EK2	100	410	1410	42000	0000	20.85	2024	Election folders	
TARGET 00014563	100	410	1520	36233	0000	(99.99)	2024	Incorrect Charge	
TARGET 00014563	100	410	1520	36233	0000	99.99	2024	Incorrect Charge	
SECRETARY OF STATE	100	410	1520	44310	0000	13.00	2024	Vendor Look-up	
SECRETARY OF STATE	100	410	1520	44310	0000	19.00	2024	Vendor Look-up	
BOARD OF ACCOUNTANCY	100	410	1520	44330	0000	102.00	2023	MN Board of Accountancy - CPA Renewal - Pudas	
EVENT* EHLERS 2024 MIN	100	410	1520	44360	0000	250.00	2024	Public Finance Seminar - Bruska	
EVENT* EHLERS 2024 MIN	100	410	1520	44360	0000	250.00	2024	2024 Ehlers Conference	
ENGRAVING, AWARDS & GIF	100	410	1910	42000	0000	325.60	2024	City-Branded Ceremonial Scissors	
VZWRLSS*APOCC VISB	100	410	1910	43250	0000	82.46	2023	Planning and Community Development	
EVENT* EHLERS 2024 MIN	100	410	1910	44360	0000	230.00	2023	Ehlers Conference Registration - B. Angell	
I-94 W CHAMBER OF COMMERCE	100	410	1910	44360	0000	415.00	2024	2024 State of the Cities Event Registration - All Staff	
EVENT* EHLERS 2024 MIN	100	410	1910	44360	0000	330.00	2024	Ehlers' 2024 Minnesota Public Finance Seminar	
AMAZON.COM*3H2R76C53	100	410	1940	42100	0000	174.00	2023	Cleaning supplies (Request from Scott and David)	
AMAZON.COM*TK4M30WV2	100	410	1940	42102	0000	91.92	2024	Trash can liners for all buildings	
AMZN MKTP US*RT1KG0292	100	410	1940	42102	0000	49.99	2024	Toilet bowl cleaner for all buildings	
PAYPAL *ZORO.COM	100	410	1940	42102	0000	271.01	2023	I mop squeegee	
VZWRLSS*APOCC VISB	100	410	1940	43250	0000	41.23	2023	Custodian	
4TE*COMMERS CONDITIONED W	100	410	1940	43820	0000	24.95	2024	Water service at city hall	
CENTERPOINTENERGY MN GAS	100	410	1940	43830	0000	179.62	2023	Hassan Town Hall Gas - Account 3593442-8 - December	
THE HOME DEPOT 2821	100	410	1941	42102	0000	251.10	2023	Microwave for CR Kitchen	
TARGET 00014563	100	410	1941	42102	0000	167.01	2023	Organization & Supply for CR Kitchen	
AMZN MKTP US*RT96M5LN2	100	410	1941	42102	0000	57.49	2024	Toolkit for CR	
PROFESSIONAL BILLIARD SV	100	410	1941	43100	0000	590.00	2024	Pool Table Move	
COMCAST CABLE COMM	100	410	1941	43250	0000	77.45	2024	Analog, Internet and TV service - Event Center	
VZWRLSS*APOCC VISB	100	410	1941	43250	0000	20.62	2023	Community Room Cell Phone	
CENTERPOINTENERGY MN GAS	100	410	1941	43830	0000	519.12	2024	Centerpoint Energy Balance-CR	
AMZN MKTP US*0X9L82SK3	100	410	1950	42105	0000	368.02	2023	Tools for Engineers	
AMZN MKTP US*KV1TC4WN3	100	410	1950	42105	0000	125.70	2023	Tools for Engineers	
AMZN MKTP US*JU8ML57Q3	100	410	1950	42105	0000	30.48	2023	Tools for Engineers	
AMZN MKTP US*T70OT75S3	100	410	1950	42105	0000	31.49	2023	Tools for Engineers	
VZWRLSS*APOCC VISB	100	410	1950	43250	0000	156.81	2023	Engineering Cell Phone	
WAL-MART #3102	100	420	2100	42010	0000	22.48	2024	Charger for New Work Phone - Foster	
AMZN MKTP US*TK3AG0FY2	100	420	2100	42010	0000	23.61	2024	Phone Case for New Work iPhone	
AMZN MKTP US*TK4XL9HO0	100	420	2100	42010	0000	27.91	2024	Screen Protection for New iPhone	
AMZN MKTP US*0B22N1AS3	100	420	2100	42010	0000	33.09	2024	Phone Charging Cords for New iPhone	
AMZN MKTP US*TK92Y8RB0	100	420	2100	42010	0000	41.85	2024	iPhone Case	
AMZN MKTP US*TK3PT7MF1	100	420	2100	42010	0000	32.20	2024	Charger for new iPhone	
AMZN MKTP US	100	420	2100	42010	0000	(23.61)	2024	Returned Phone Case for New Work iPhone	
AMZN MKTP US	100	420	2100	42010	0000	(23.61)	2024	Returned Phone Case for New Work iPhone	
HARBOR FREIGHT TOOLS3250	100	420	2100	42100	0000	25.01	2023	TV Mount for 2nd Floor PD	
AMZN MKTP US*4L5IV7Y03	100	420	2100	42100	0000	92.45	2023	Floor Soap for PD Garage	
DETECTACHEM INC	100	420	2100	42100	0000	189.54	2023	Drug Test Kits for Supply	
AMAZON.COM*TK1WT9Q21	100	420	2100	42105	0000	29.72	2024	Armory Equipment - Threadmade 30 ml Bottle/Brush Applicator	
AMZN MKTP US*TK8LH47M1	100	420	2100	42105	0000	108.76	2024	Armory Equipment - Glock Sight Pusher Tool	
CHEWY.COM	100	420	2100	42107	0000	78.37	2023	K9 Zeuz Dog Food	
SPEEDWAY 04045	100	420	2100	42120	0000	41.15	2023	Fuel for DTF Squad	
WARSON GROUP INC	100	420	2100	42180	0000	139.19	2024	New Work Boots	
ZERO9 SOLUTIONS LLC	100	420	2100	42180	0000	49.99	2024	Baton Case for Equipment	
SP ASP INC	100	420	2100	42180	0000	159.26	2024	New Friction Baton	
AMZN MKTP US*RT5TG0FV2	100	420	2100	42180	0000	27.91	2024	Tactical Flipper Pocket Knife	
AMZN MKTP US*RT3B99352	100	420	2100	42180	0000	48.99	2024	Uniform Belt	
AMZN MKTP US*RT10N37Y0	100	420	2100	42180	0000	201.65	2024	Uniform Equipment/Clothing	
AMAZON RET* 114-629743	100	420	2100	42180	0000	159.39	2024	Flashlight	
5.11, INC.	100	420	2100	42180	0000	(78.00)	2023	Uniform Clothing Returned	
5.11, INC.	100	420	2100	42180	0000	(78.00)	2023	Uniform Clothing Returned	
5.11, INC.	100	420	2100	42180	0000	(289.50)	2023	Uniform Clothing Returned	
5.11, INC.	100	420	2100	42180	0000	(124.50)	2023	Uniform Clothing Returned	
COMCAST CABLE COMM	100	420	2100	43210	0000	236.14	2024	Analog and TV Service - Police	
VZWRLSS*APOCC VISB	100	420	2100	43250	0000	1,283.13	2023	Police Department Cell Phones	

January 2024 US Bank P-Card Allocations									
Vendor	Account				Amount	Fiscal Year	Description		
MCW 1601 - ROGERS	100	420	2100	44040	0000	43.10	2024	Monthly Car Washes for Squad 6831 (Wills)	
MCW 1601 - ROGERS	100	420	2100	44040	0000	43.10	2024	Monthly Car Washes for Squad 6805 (Foster)	
MCW 1601 - ROGERS	100	420	2100	44040	0000	43.10	2024	Monthly Car Washes for Squad 68056 (Beck)	
MCW 1601 - ROGERS	100	420	2100	44040	0000	(4.60)	2024	Car Wash Plan Downgrade Refund (Beck)	
MCW 1601 - ROGERS	100	420	2100	44040	0000	(4.60)	2024	Car Wash Plan Downgrade Refund (Foster)	
MCW 1601 - ROGERS	100	420	2100	44040	0000	(3.39)	2024	Car Wash Plan Downgrade Refund (Wills)	
IN *GLASSTASTIC LLC	100	420	2100	44040	0000	95.00	2023	Windshield Rock Chip Repair for Squad 6831	
CUB FOODS- ROGERS	100	420	2100	44310	0000	9.00	2024	Meeting Supplies - Debriefing - 23016795	
SQ *MPPOA LEGAL DEFENSE F	100	420	2100	44330	0000	206.28	2024	Legal Defense Fund Dues for 2024 - Foster	
SQ *MINNESOTA POLICE AND	100	420	2100	44330	0000	72.40	2024	MPPOA Dues 2024 - Foster	
APPLE.COM/BILL	100	420	2100	44330	0000	2.99	2024	iCloud Storage Plan for Work Phone	
QUANTICOLLT LLC	100	420	2100	44360	0000	278.00	2024	Leadership Through Civil Unrest Training-Nelson & Beck	
SUBWAY 16984	100	420	2100	44360	0000	14.37	2024	Firehouse Training in Annadale - Meal (Lunch)	
SUBWAY 16984	100	420	2100	44360	0000	15.05	2024	Firehouse Training in Annadale - Meal (Lunch)	
MN DVS PRINCETON 131 466	100	420	2100	44370	0000	29.00	2024	Forfeiture - Title Transfer	
MN DVS PRINCETON131466FEE	100	420	2100	44370	0000	0.62	2024	Service Fee	
TARGET 00014563	100	420	2100	44385	0000	50.00	2023	Shop With a Cop Event	
TARGET 00014563	100	420	2100	44385	0000	200.00	2023	Shop With a Cop Event - Gift Cards	
TARGET 00014563	100	420	2100	44385	0000	401.38	2023	Shop w/Cop Event - Shopping with Kid Who Missed the Event	
TARGET 00014563	100	420	2100	44385	0000	422.98	2023	Shop w/Cop Event - Shopping with Kid who Missed the Event	
UBER TRIP	100	420	2210	36233	0000	49.92	2024	Accidental Charge	
UBER TRIP	100	420	2210	36233	0000	7.48	2024	Accidental Charge	
AMZN MKTP US*4M7I686D3	100	420	2210	42000	0000	9.69	2024	5" X 8", Narrow Ruled, White, 50 Sheets/Pad	
AMZN MKTP US*RT9PM1BB0	100	420	2210	42000	0000	6.29	2024	Reuseable K-Cup	
FIRSTARRIVING.IO	100	420	2210	42010	0000	3,011.00	2024	First Arriving-FD	
FIRSTARRIVING.IO	100	420	2210	42010	0000	1,693.00	2024	First Arriving-PD	
AMAZON.COM	100	420	2210	42010	0000	(64.95)	2023	Pixel 8 Pro Defender Series Case-Incorrect Case	
AMAZON.COM*D37X73ZN3	100	420	2210	42010	0000	32.68	2023	Wireless Presentation Remote Clicker with Laser Pointer	
AMZN MKTP US*TK57A8OC2	100	420	2210	42100	0000	66.24	2024	Hand Sanitizer dispensers(Jason D Request)	
MENARDS MAPLE GROVE MN	100	420	2210	42100	0000	68.64	2024	Three 40lb pails of Ice Melt	
MENARDS MAPLE GROVE MN	100	420	2210	42100	0000	39.36	2024	Five 120lb jugs of Ice Melt	
THE HOME DEPOT #2844	100	420	2210	42100	0000	36.85	2024	Five 5 gallons buckets with lids.	
AMAZON.COM*I10RH8LH3	100	420	2210	42100	0000	11.18	2023	Lysol x2	
AMZN MKTP US*TKONT0462	100	420	2210	42102	0000	29.99	2024	Doorbell	
AMAZON.COM*TK2OY6C72	100	420	2210	42103	0000	28.42	2024	Truck-Lite (40203) Dome Lamp	
PAYPAL *EMSHOLDINGS	100	420	2210	42105	0000	1,400.00	2023	Sampson Straps x8	
PAYPAL *EMSHOLDINGS	100	420	2210	42105	0000	20.49	2023	Shipping & Handling for Sampson Straps	
AED SUPERSTORE	100	420	2210	42105	0000	(125.31)	2023	AED Superstore Correction from 07.25.23 Purchase	
AMAZON.COM*EN81E2CI3	100	420	2210	42105	0000	192.32	2023	Streamlight 45882	
AMZN MKTP US*Z067Y9U43	100	420	2210	42105	0000	94.93	2023	Pro-Lift Mechanic Plastic Creeper	
AMZN MKTP US*TK70W73Q0	100	420	2210	42105	0000	149.98	2024	Adjustable Shop Stool with Casters	
AMAZON.COM*TK29I7950	100	420	2210	42105	0000	100.13	2024	CargoGlide CGCD-6" Divider	
DIVE RESCUE INTERNATIONAL	100	420	2210	42105	0000	318.02	2024	Ice Rescue Carabiner	
DAKOTA SUPPLY GROUP - MON	100	420	2210	42105	0000	28.08	2023	Hose Reel Bushings	
ROGERS TRUE VALUE	100	420	2210	42105	0000	(18.35)	2023	Return Bushings & Adaptors	
THE HOME DEPOT #2844	100	420	2210	42105	0000	(1,049.90)	2023	Refund - Tools	
THE HOME DEPOT 2844	100	420	2210	42105	0000	962.99	2023	Tools	
THE HOME DEPOT #2844	100	420	2210	42105	0000	1,049.90	2023	Tools	
THE HOME DEPOT #2844	100	420	2210	42105	0000	698.00	2023	Tool Table	
AMZN MKTP US*J03JV09L3	100	420	2210	42106	0000	75.57	2023	Safety Glasses & Holders	
AMZN MKTP US*TK70W73Q0	100	420	2210	42106	0000	92.34	2024	Ear Plugs	
AMZN MKTP US*RT5QF31P0	100	420	2210	42106	0000	26.97	2024	Mesh Laundry Bag Heavy Duty for PFD's	
MENARDS MAPLE GROVE MN	100	420	2210	42120	0000	3.70	2024	3 in 1 household oil	
NORTH AMERICAN RESCUE LL	100	420	2210	42170	0000	354.58	2023	Combat Application Tourniquet	
DASH MEDICAL GLOVES	100	420	2210	42170	0000	180.00	2024	Medical Gloves x4 cases	
AMZN MKTP US*TK5LK9XZ0	100	420	2210	42180	0000	54.62	2024	Duty Boots 9.5W-Palmer	
AMAZON.COM*TK77P1HT0	100	420	2210	42180	0000	131.29	2024	Duty Boots-9.5 Folkestad-Blake	
WWW.AMAZON.COM* CASTRO	100	420	2210	42180	0000	100.04	2024	Duty Boots-9.5 Castro	
AMZN MKTP US*TK68147L0	100	420	2210	42180	0000	57.99	2024	Duty Pants-Castro	
CLEANNPRESS.COM	100	420	2210	42180	0000	27.06	2024	Uniform Cleaning	
WWW.SIRIUSCOM.COM	100	420	2210	43190	0000	522.47	2023	Office 365 licenses for 37 fire fighters	
USPS PO 2680000985	100	420	2210	43220	0000	3.42	2024	Mailing	
VZWRLSS*APOCC VISB	100	420	2210	43250	0000	242.74	2023	Fire Dept cell phones	
CENTERPOINTENERGY MN GAS	100	420	2210	43830	0000	407.88	2024	Centerpoint Energy Balance-Fire Dept	
MENARDS MAPLE GROVE MN	100	420	2210	44010	0000	144.37	2024	Six LED 2 Head Emergency Lights	
MENARDS MAPLE GROVE MN	100	420	2210	44010	0000	5.27	2024	Wall anchors	
MCW 1601 - ROGERS	100	420	2210	44040	0000	35.55	2023	Squad 1 Car Wash Pass-Mister Car Wash	
AMZN MKTP US*B00J79AY3	100	420	2210	44040	0000	95.76	2024	Tri Flow Teflon Lube (6-OZ Spray) x8	
PELOTON* MEMBERSHIP	100	420	2210	44330	0000	47.87	2024	Subscription	
MN IAAI	100	420	2210	44330	0000	25.00	2024	2024 Membership	
PRODIGY EMS	100	420	2210	44360	0000	125.00	2023	Paramedica Refresher-CH1	
NATIONAL REGISTRY EMT	100	420	2210	44360	0000	104.00	2024	NREMT Test A. Ende	
NATIONAL REGISTRY EMT	100	420	2210	44360	0000	104.00	2024	NREMT Test J. Ende	
MINNESOTA STATE COLLEGES	100	420	2210	44360	0000	(5.00)	2024	Company Officer Courses x3-Bebeau Overcharged	
MINNESOTA STATE COLLEGES	100	420	2210	44360	0000	600.00	2024	Company Officer Courses x3-Bebeau	
MINNESOTA STATE COLLEGES	100	420	2210	44360	0000	595.00	2024	Company Officer Courses x3-Mueller	
FIRE SAFETY EDUCATION	100	420	2230	44385	0000	1,162.00	2023	Fire Safety	
WB MASON CO	100	430	3000	42102	0000	433.23	2024	Paper shop rags for PW building	
PAYPAL *EBAY US	100	430	3000	42103	0000	46.12	2024	Rubber latches for battery box	
PAYPAL *EVERBLADES	100	430	3000	42103	0000	195.05	2024	Heated wiper blades for toolcat	
VZWRLSS*APOCC VISB	100	430	3000	43250	0000	250.41	2023	PW Cell Phone	
SAMS CLUB RENEWAL	100	430	3000	44330	0000	55.00	2024	Renewal Fournier	
LEAGUE OF MINNESOTA CITI	100	430	3000	44360	0000	20.00	2024	LMC Safety & Loss Control Workshop	
PAYPAL *EBAY US	100	430	3120	42103	0000	30.65	2023	Circuit breaker for C4500 truck	
TARGET 00014563	100	450	5120	42000	0000	10.88	2023	Erasers and batteries for office	
SAMSClub.COM	100	450	5120	42100	0000	21.88	2023	Popcorn Bags	
VZWRLSS*APOCC VISB	100	450	5120	43250	0000	41.21	2023	Recreation and Facilities Coordinator	
R SOCIAL ON MAIN	100	450	5120	43445	0000	50.00	2023	Holiday light contest prize	
AMZN MKTP US*763294BJ3	100	450	5186	42000	0000	9.98	2023	Mailing Labels	
HOMEDEPOT.COM	100	450	5186	42000	0000	272.70	2024	Office Cabinets	
HOMEDEPOT.COM	100	450	5186	42000	0000	44.00	2024	Office Floor Mat	
AMZN MKTP US*RT96M5LN3	100	450	5186	42010	0000	17.49	2024	Computer Screen Stand	

January 2024 US Bank P-Card Allocations								
Vendor	Account					Amount	Fiscal Year	Description
VZWRLSS*APOCC VISB	100	450	5186	43250	0000	20.62	2023	Senior Center Cell Phone
WAL-MART #3209	100	450	5186	43443	0000	279.55	2023	Holiday Party Décor & Library Light
THE HOME DEPOT 2821	100	450	5186	43443	0000	57.58	2023	Rug for Library Program & Window Box
HY-VEE MAPLE GROVE 1401	100	450	5186	43443	0000	78.94	2023	Dessert for Holiday Party
TARGET 00014563	100	450	5186	43443	0000	151.74	2023	Holiday Party Supply
AMZN MKTP US*506E99TR3	100	450	5186	43443	0000	78.84	2023	Pool Program - Supply Organizer
HOMEDEPOT.COM	100	450	5186	43443	0000	97.16	2024	Clearance Sale Holiday Décor
HOMEDEPOT.COM	100	450	5186	43443	0000	26.98	2024	Clearance Sale Holiday Décor
HOMEDEPOT.COM	100	450	5186	43443	0000	179.10	2024	Clearance Sale Holiday Décor
HOMEDEPOT.COM	100	450	5186	43443	0000	205.08	2024	Clearance Sale Holiday Décor
WM SUPERCENTER #2882	100	450	5186	43443	0000	73.80	2024	Books for Library Program
WM SUPERCENTER #2882	100	450	5186	43444	0000	22.55	2024	Soup/Salad for Dining
CENTERPOINTENERGY MN GAS	100	450	5186	43830	0000	24.50	2023	Gas-Sr. Center - December
AMAZON MUSIC*O42P91PI3	100	450	5186	44330	0000	11.95	2023	Music Subscription
VZWRLSS*APOCC VISB	100	450	5200	43250	0000	171.97	2023	Parks Cell Phone
CENTERPOINTENERGY MN GAS	100	450	5200	43830	0000	63.63	2023	Gas-Splashpad - November
FSP*MPSTMA	100	450	5200	44330	0000	75.00	2024	MPSTMA Dues - S. Weltzin
FSP*MPSTMA	100	450	5200	44330	0000	55.00	2024	MPSTMA Dues - T. Daluge
MINNESOTA NURSERY AND LAN	100	450	5200	44360	0000	180.00	2024	Northern Green Conference for Parks employees
AMZN MKTP US*DL1857X73	205	450	5205	42010	0000	213.45	2023	POS Stand, Coards and Chargers
AMZN MKTP US*763294BJ3	205	450	5205	42102	0000	144.08	2023	Occupancy Sensors
AMAZON.COM*RT6M79442	205	450	5205	42102	0000	255.79	2024	Replacement Urinal
SAMSCLUB.COM	205	450	5205	42550	0000	184.80	2023	Concessions Stock
SAMSCLUB.COM	205	450	5205	42550	0000	531.28	2023	Concessions Stock
SAMSCLUB.COM	205	450	5205	42550	0000	579.66	2024	Concessions Stock
SAMSCLUB.COM	205	450	5205	42550	0000	542.70	2024	Concessions Stock
USPS PO 2680000985	205	450	5205	43220	0000	16.55	2023	Stick Repair
USPS PO 2680000985	205	450	5205	43220	0000	16.55	2023	Stick Repair
VZWRLSS*APOCC VISB	205	450	5205	43250	0000	87.46	2023	RAC Cell Phone
SQ *SQUARE PAID SERVICES	205	450	5205	44300	0000	35.00	2024	01/24 Square Location Fee RAC
SAMS CLUB RENEWAL	205	450	5205	44330	0000	55.00	2024	Renewal Bauer
WWW.SIRIUSCOM.COM	206	410	1330	43190	0000	521.40	2023	Intune Project
AMZN MKTP US*RT5WB6LA2	400	000	0000	10100	0000	46.76	2024	Phone status adapter - phone project
AMZN MKTP US*RT5WB6LA2	400	000	0000	10100	4005	(46.76)	2024	Phone status adapter - phone project
AMZN MKTP US*RT5WB6LA2	400	410	1330	43190	0000	46.76	2024	Phone status adapter - phone project
IN *AMERICAN PAYMENT CENT	601	000	0000	15500	0000	46.67	2023	Utility Drop Box - Jan - Feb 2024
PAYPAL *CRUTCHFIELD	601	494	9440	42103	0000	159.84	2024	Radio for truck
VZWRLSS*APOCC VISB	601	494	9440	43250	0000	89.96	2023	Water Cell Phone
IN *AMERICAN PAYMENT CENT	601	494	9440	44120	0000	23.33	2023	Utility Drop Box - Dec 2023
IN *AMERICAN PAYMENT CENT	602	000	0000	15500	0000	46.67	2023	Utility Drop Box - Jan - Feb 2024
VZWRLSS*APOCC VISB	602	495	9490	43250	0000	89.96	2023	Sewer Cell Phone
IN *AMERICAN PAYMENT CENT	602	495	9490	44120	0000	23.33	2023	Utility Drop Box - Dec 2023
IN *AMERICAN PAYMENT CENT	603	000	0000	15500	0000	46.67	2023	Utility Drop Box - Jan - Feb 2024
VZWRLSS*APOCC VISB	603	496	9495	43250	0000	41.23	2023	Storm Water Cell Phone
IN *AMERICAN PAYMENT CENT	603	496	9495	44120	0000	23.33	2023	Utility Drop Box - Dec 2023
AMZN MKTP US*N43FC0Z44	609	497	9760	42100	0000	16.50	2023	Rwas--plastic shelf labels
TARGET 00014563	609	497	9760	42100	0000	34.79	2023	Rwas--TP/Paper towels
THE WEBSTAURANT STORE INC	609	497	9760	42100	0000	163.58	2024	Rwas--plastic 6 pk lids
TRUE FABRICATIONS	609	497	9760	42550	0000	48.00	2023	RWAS Veggies
ECR SOFTWARE CORPORATION	609	497	9760	43190	0000	999.41	2024	RWAS Software Support
VZWRLSS*APOCC VISB	609	497	9760	43250	0000	64.35	2023	Liquor Cell Phones
AMZN MKTP US*N43FC0Z43	609	497	9760	43420	0000	58.24	2023	Rwas--puppy promo
CUB FOODS- ROGERS	609	497	9770	42100	0000	22.86	2023	Muni fruit
CUB FOODS- ROGERS	609	497	9770	42100	0000	15.40	2023	Muni fruit
CUB FOODS- ROGERS	609	497	9770	42100	0000	25.89	2024	Muni fruit
AMAZON.COM*RT3P30Y10	609	497	9770	42100	0000	41.48	2024	Muni--dishwashing soap
CUB FOODS	609	497	9770	42100	0000	9.29	2023	Muni fruit
TARGET 00014563	609	497	9770	42100	0000	12.03	2024	Muni fruit/cleaner
HOLIDAY STATIONS 0405	609	497	9770	42540	0000	29.77	2023	Muni--pop for mix
CUB FOODS- ROGERS	609	497	9770	42540	0000	11.97	2023	Muni--water for mix
CUB FOODS	609	497	9770	42540	0000	72.93	2023	Muni--pop for mix
VZWRLSS*APOCC VISB	609	497	9770	43250	0000	64.35	2023	Liquor Cell Phones
CUB FOODS- ROGERS	609	497	9770	43420	0000	15.25	2023	Muni--puppy promo
SQ *SQUARE PAID SERVICES	609	497	9770	44300	0000	35.00	2024	01/24 Square Location Fee Event Center
AMAZON PRIME*TK9T857G0	609	497	9770	44330	0000	16.31	2024	Muni--Prime subscription January
	100	000	0000	10100	0000	(36,333.37)		January 2024 P-Card Allocations
	205	000	0000	10100	0000	(2,662.32)		January 2024 P-Card Allocations
	206	000	0000	10100	0000	(521.40)		January 2024 P-Card Allocations
	400	000	0000	10100	0000	(46.76)		January 2024 P-Card Allocations
	601	000	0000	10100	0000	(319.80)		January 2024 P-Card Allocations
	602	000	0000	10100	0000	(159.96)		January 2024 P-Card Allocations
	603	000	0000	10100	0000	(111.23)		January 2024 P-Card Allocations
	609	000	0000	10100	0000	(1,757.40)		January 2024 P-Card Allocations
				Total		(41,912.24)		
				Payment Total		41,912.24		
				Difference		0.00		



## REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: February 13, 2024

Agenda Item: No. 5.3

**Subject:** Approve Resolution No. 2024-11 Approving Agreement for County State Aid Designations and Renumbering of County State Aid Highways as Part of the Fletcher Bypass Project, City Project No. 1409

**Prepared By:** Doran M. Cote, Public Works Director/City Engineer

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### **Recommended City Council Action**

Motion to Approve Resolution No. 2024-11 Approving Agreement for County State Aid Designations and Renumbering of County State Aid Highways as Part of the Fletcher Bypass Project, City Project No. 1409

### **Overview / Background**

As part of the upcoming Fletcher Bypass project, Hennepin County is working through the process of adding the Fletcher Bypass from Territorial Road to CSAH 81 to their County State Aid Highway (CSAH) system and proposing the route number to be 116. In addition, they are planning on renumbering some segments of Territorial Road from 116 to 159 along its entire length between the Crow River and Brockton Lane (CSAH 101) as this will help with wayfinding and signing (see the attached map). The segment of Territorial Road from Fletcher Bypass to Brockton Lane (CSAH 101) will remain County Road (CR) 159.

As part of this CSAH designation and renumbering process, State Aid will need a County Board resolution as well as a City Council resolution supporting this effort. The county is on schedule to get our resolution passed by the County Board in early February. They would like a supporting resolution from the city in the month of February, that would allow them to get a package to MnDOT State Aid in the near-term with hopes of a Commissioner's Order approving the designations to follow still in the early part of 2024. Having a CSAH designation on Fletcher Bypass makes the project eligible for County State Aid construction funding.

### **Staff Recommendation**

Motion to Approve Resolution No. 2024-11 Approving Agreement for County State Aid Designations and Renumbering of County State Aid Highways as Part of the Fletcher Bypass Project, City Project No. 1409

**Financial Impact:** N/A

**Budgeted?**

**Source Fund:**

**Notes:**

### **ATTACHMENTS:**

Description

Resolution 2024-11

CSAH Designation/Renumbering Map





**RESOLUTION NO. 2024-11**

**A RESOLUTION APPROVING AGREEMENT FOR COUNTY STATE AID  
DESIGNATIONS AND RENUMBERING OF COUNTY STATE AID HIGHWAYS  
(CSAHs) AS PART OF THE FLETCHER BYPASS CONSTRUCTION PROJECT,  
CITY PROJECT NO. 1409**

**WHEREAS**, Hennepin County (County) and the City of Rogers (City) have agreed that the Fletcher Bypass between Territorial Road and County Road 81 will be designated as CSAH 116; and

**WHEREAS**, the County and City have further agreed that County Road 116 (Territorial Road between the junction of CSAH 116 (Territorial Road and CSAH 150 (Main Street) and the new Fletcher Bypass (CSAH 116) be designated as a CSAH and numbered and known as CSAH 159; and

**WHEREAS**, the County and City have further agreed that CSAH 116 (Territorial Road) between the west county border (bridge over the Crow River) and the junction of Territorial Road and CSAH 150 (Main Street) be renumbered as CSAH 159; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rogers that the above-described CSAH designations and renumbering are in all things approved; subject to the approval of the Commissioner of Transportation of the State of Minnesota.

Moved by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_.

The following voted in favor of said Resolution: \_\_\_\_\_  
\_\_\_\_\_.

The following voted against the same: \_\_\_\_\_.

The following abstained: \_\_\_\_\_.

**WHEREUPON** this Resolution was declared duly-passed and adopted, and was signed by the Mayor and attested by the City Clerk this 13th day of February, 2024.

\_\_\_\_\_  
Mayor

**ATTEST:**

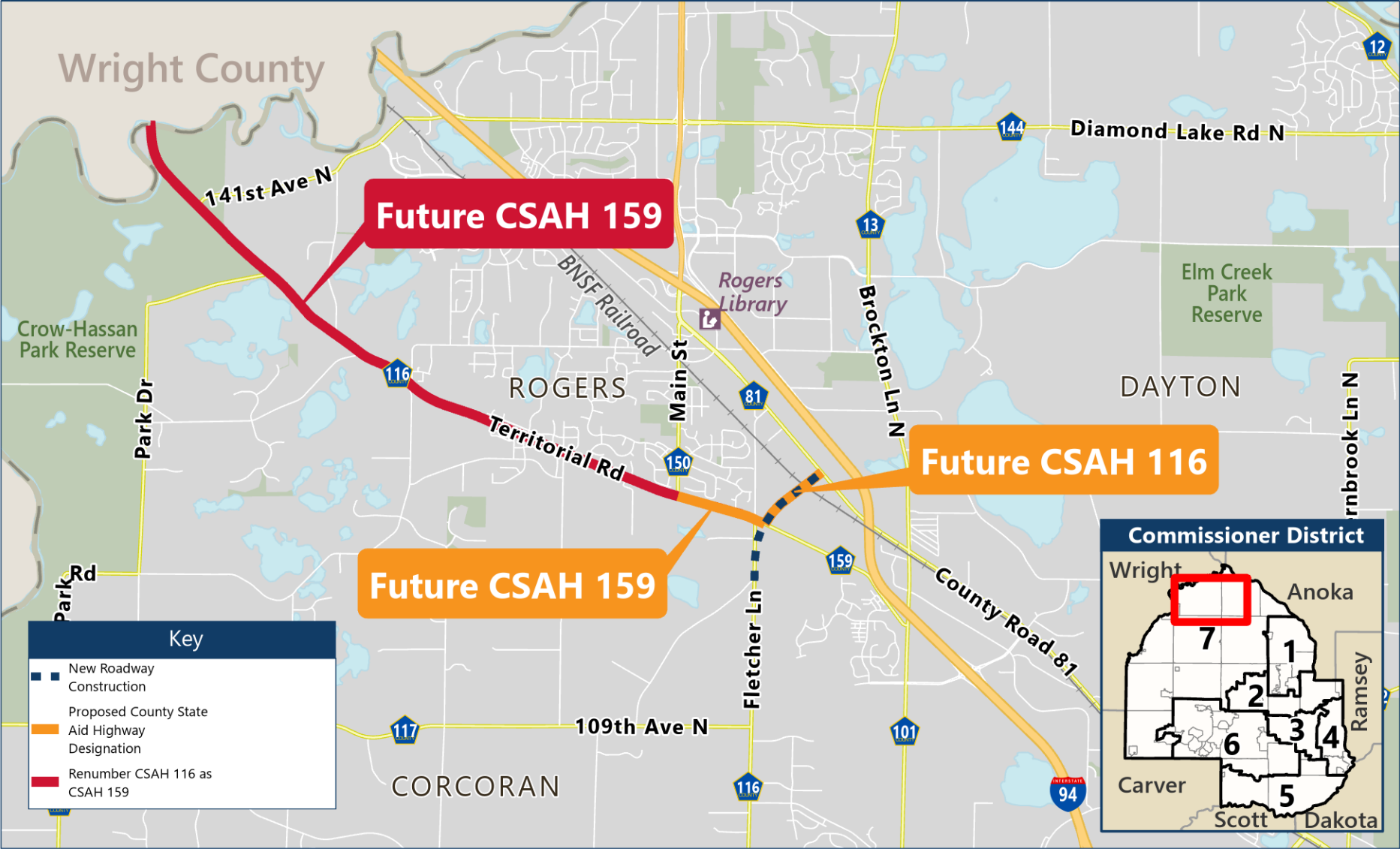
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City Clerk

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# Attachment A | County State Aid Highway (CSAH) Designation/Renumber

Fletcher Bypass (Future CSAH 116) & Territorial Rd (Future CSAH 159) Roadway Designation in Rogers



BAR map date:  
1/5/2024



**Meeting Date:** February 13, 2024

**REQUEST FOR ACTION  
ROGERS CITY COUNCIL**

**Agenda Item:** No. 5.4

**Subject:** Approve Final Payments for Brockton Meadows Park, City Project No. 2211, Edgewater Park, City Project No. 2212 and Laurel Creek Park, City Project No. 2005

**Prepared By:** Doran M. Cote, Public Works Director/City Engineer

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**Recommended City Council Action**

Motion to Approve Payment No. 2 and Final for Brockton Meadows Park Improvements, City Project No. 2211

Motion to Approve Payment No. 2 and Final for Edgewater Park Improvements, City Project No. 2212

Motion to Approve Payment No. 3 and Final for Laurel Creek Park Improvements, City Project No. 2005

**Overview / Background**

**Brockton Meadows**

Since 2021 Staff and the Parks and Recreation Advisory Committee have been working with area homeowners associations to determine the amenities that would be added to Brockton Meadows Park. After much consideration, the amenities included a picnic shelter, a hard court, and additional playground equipment. All of the items fall within the parameters of the definitions of the Rogers Parks, Open Space, and Trails System Plan.

Bids for the park improvements came in favorably and included alternates for a project total of \$131,440.00. Due to uncertain bidding climates in the past year, it was decided to bid out the projects as a 2500 square foot hard court and alternates for the additional hard court space, picnic shelter, and basketball standards. Payment No. 2 and Final in the amount of \$62,630.00 brings the total project cost to \$131,840.00 which is \$400.00 or 0.3% over budget. The cost overage was due to additional concrete removals.

**Edgewater Park**

In 2021 the Edgewater HOA approached the Parks and Recreation Advisory Commission to consider additions to the park that was established in 2014. Several amenities were considered; however, we eventually focused on the hard court and playground equipment. Again, these amenities concur with the Rogers Parks, Open Space, and Trails System Plan. The HOA had to deed land to the City of Rogers to fit the hard court. Hennepin County recently approved the lot split, and the hard court land was transferred to the City of Rogers. The HOA did retain a small

piece of land that may, in the future, become a site for a “clubhouse” for the HOA.

The project was bid out as a 2,500 square foot hard court with alternates for a 4,000 square foot court, additional striping, basketball, and volleyball standards. The bids came back favorably including the alternates for a project total of \$118,376.00. Payment No. 2 and Final in the amount of \$53,887.39 brings the total project cost to \$123,482.25 which is \$4,581.25 or 4.3% over budget. The cost overages were due mainly to additional quantities for bituminous pavement, class 5 aggregate base and sodding.

#### Laurel Creek Park

In partnership with the Laurel Creek developer, Lennar, while performing the work required by the Developers Agreement, staff had the contractor perform additional similar work for the construction of the park. This led to cost savings and less mitigation from paving and hardscape construction as well as fewer trips through the neighborhood with concrete and asphalt.

The project was bid out at \$56,526.00. Payment No. 3 and Final in the amount of \$1,102.30, which is the 2% retainage held on the project, brings the total project cost to \$55,115.00 which is \$1,411.00 or 2.5% under budget. The cost savings were due mainly to less quantities for concrete sidewalk and curb and gutter.

#### **Staff Recommendation**

Motion to Approve Payment No. 2 and Final for Brockton Meadows Park Improvements, City Project No. 2211

Motion to Approve Payment No. 2 and Final for Edgewater Park Improvements, City Project No. 2212

Motion to Approve Payment No. 3 and Final for Laurel Creek Park Improvements, City Project No. 2005

#### **ATTACHMENTS:**

##### Description

Payment No. 2 and Final Brockton Meadows Park

Payment No. 2 and Final Edgewater Park

Payment No. 2 and Final Laurel Creek Park

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 2 PAGES

TO OWNER City of Rogers  
22350 S Diamond Lake Rd  
Rogers, MN 55374

PROJECT:  
Brockton Meadows  
Park Improvement  
Project

APPLICATION NO 2  
PERIOD TO: Oct-23

Distribution to:

☒ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR

FROM CONTRACTOR:  
Create Construction LLC  
18517 100th Ave North  
Maple Grove, MN 55311

VIA ARCHITECT:  
Anderson Engineering of MN

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE April 13th 2023

11/14/2023

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 131,440.00  
2. Net change by Change Orders \$ 400.00  
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 131,840.00  
4. TOTAL COMPLETED & STORED TO \$ 131,840.00  
DATE (Column G on G703)  
5. RETAINAGE:  
a. % of Completed Work \$ 0  
(Column D + E on G703)  
b. % of Stored Material \$  
(Column F on G703)  
Total Retainage (Lines 5a + 5b or  
Total in Column I of G703) \$ 0.00  
6. TOTAL EARNED LESS RETAINAGE \$ 131,840.00  
(Line 4 Less Line 5 Total)  
7. LESS PREVIOUS CERTIFICATES FOR  
PAYMENT (Line 6 from prior Certificate) \$ 69,210  
8. CURRENT PAYMENT DUE \$ 62,630.00  
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00  
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$400.00	
Total approved this Month		
<b>TOTALS</b>	<b>\$400.00</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>	<b>\$400.00</b>	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment is payment completed in accordance with the Contract Documents, that the Contractor has not received the Contractor for Work for which previous Certificates for Payment have been issued, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 11/27/23

State of: MINNESOTA County of: NEENAH  
Subscribed and sworn to before me this 27th day of NOVEMBER, 2023  
Notary Public: Alexandra P. Houser  
My Commission expires: 11/31/2025

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**Note: Items in RED FONT are automatically calculated from the G703 form or from items within this G702 Form. Do NOT hand enter these items on this sheet.**



# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE

2 OF 2

PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 2

APPLICATION DATE: October 2023

PERIOD TO:

ARCHITECT'S PROJECT NO:

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	Mobilization	\$6,500.00	\$3,250.00	\$3,250.00		\$6,500.00	100.00%		
	Erosion Control and Rock Entrant	\$2,500.00	\$1,250.00	\$1,250.00		\$2,500.00	100.00%		
	Tree Removal Tree protection	\$1,000.00	\$1,000.00	\$0.00		\$1,000.00	100.00%		
	Earthwork	\$6,000.00	\$3,000.00	\$3,000.00		\$6,000.00	100.00%		
	Bituminous Pavement	\$12,000.00	\$0.00	\$12,000.00		\$12,000.00	100.00%		
	Concrete Pavement	\$640.00	\$0.00	\$640.00		\$640.00	100.00%		
	Class 5 Aggregate Base	\$6,500.00	\$1,500.00	\$5,000.00		\$6,500.00	100.00%		
	6" HPDE	\$11,600.00	\$1,000.00	\$10,600.00	\$0.00	\$11,600.00	100.00%		
	10" Nyoplast Cast Basin	\$7,500.00	\$0.00	\$7,500.00		\$7,500.00	100.00%		
	Sodding	\$8,550.00	\$0.00	\$8,550.00		\$8,550.00	100.00%		
	Saw Cut and Remove Concrete	\$3,825.00	\$3,825.00	\$0.00		\$3,825.00	100.00%		
	Shelter	\$41,000.00	\$41,000.00	\$0.00		\$41,000.00	100.00%		
	Class 5 Aggregate Base	\$1,500.00	\$500.00	\$1,000.00		\$1,500.00	100.00%		
	Concrete Pavement	\$6,885.00	\$6,885.00	\$0.00		\$6,885.00	100.00%		
	Bituminous Pavement	\$4,800.00	\$0.00	\$4,800.00		\$4,800.00	100.00%		
	Class 5 Aggregate Base	\$2,500.00	\$0.00	\$2,500.00		\$2,500.00	100.00%		
	Sodding (Deduct)	(\$660.00)	\$0.00	(\$660.00)		(\$660.00)	100.00%		
	Basketball Hoop Standard	\$8,800.00	\$6,000.00	\$2,800.00		\$8,800.00	100.00%		
	Change Order #1			\$400.00		\$400.00		(\$400.00)	
	<b>GRAND TOTALS</b>	\$131,440.00	\$69,210.00	\$62,630.00	\$0.00	\$131,840.00		(\$400.00)	\$0.00

Picked Up 11/27/23 - Paul Henderson

90347

CITY OF ROGERS

Vendor Number: creaco

Check Amount: 62,630.00

Check Date: 11/22/2023

Vendor Name: Create Construction LLC

Invoice Number

Date

Description

Pay App #2

10/31/2023

Pay App #2 - Brockton Meadows

Amount

62,630.00

90347

**CITY OF ROGERS**

22350 S. DIAMOND LK. RD.  
ROGERS, MINNESOTA 55374  
763-428-2253

Wells Fargo Bank, N.A.  
Rogers, MN 55374

17-1/910

11/22/2023

62,630.00

SIXTY-TWO THOUSAND SIX HUNDRED THIRTY AND XX / 100

Create Construction LLC  
18517 100th Ave N  
Maple Grove, MN 55311



Treasurer *[Signature]*

Clerk/Administrator *[Signature]*

Mayor *[Signature]*

AUTHORIZED SIGNATURE

⑈090347⑈ ⑆091000019⑆5814704663⑈

Security features. Details on back.



CITY OF ROGERS  
22350 S. Diamond Lake Road  
Rogers, Minnesota 55374

Project No. 2212

Payment Voucher No. 2 FINAL

For Period Ending: January 11, 2024

City of Rogers to:

Omann Brothers Inc.  
PO Box 120  
Albertville MN 55301  
952-442-5288

Amount of Contract: \$118,376.00  
Changer Order 1 \$5,106.25  
TOTAL: \$123,482.25

Date Contract Approved: 2/24/2023


Project Description: Edgewater Park Improvement Project

Project Number	Account Number	Contract Amount	Value of Work Certified To Date	Less Charges and Deducts	Less 0 Percent Retained	Less Previous Payments	Net Amount Due
2212 Base	404-450-5200-45300-2212	\$118,376.00	\$122,957.25		\$0.00	\$69,594.86	\$53,362.39
Change Order 1	404-450-5200-45300-2212	\$5,106.25	\$525.00		\$0.00	\$0.00	\$525.00
					\$0.00	\$0.00	\$0.00
					<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<b>Total Project</b>		\$123,482.25	\$123,482.25		\$0.00	\$69,594.86	\$53,887.39
Payment 1	\$69,594.86			Payment 6	\$0.00		
Payment 2	\$53,887.39			Payment 7	\$0.00		
Payment 3	\$0.00			Payment 8	\$0.00		
Payment 4	\$0.00			Payment 9	\$0.00		
Payment 5	\$0.00			<b>Total Payments</b>		<b>\$123,482.25</b>	

This is to certify that work items shown on this statement of work certified herein have been actually furnished for the referenced project in accordance with plans & specifications approved and the total work is 100% complete.

\_\_\_\_\_  
Project Manager/Inspector  
CITY OF ROGERS

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

  
\_\_\_\_\_  
City Engineer  
CITY OF ROGERS

Date: 2/13/2024

#### CONTRACTOR CERTIFICATION

Contractor's signature below certifies the following: That final payment, quantities and values of work certified herein are fair, complete and include all project work items; that all Contract Revisions, Extension of Contract Time and "Notificatons for Contract Revisions" set forth in MnDOT 1402, 1403 and 1806 are complete, have been reconciled and no more will be submitted; and that contractor waives all rights to make any further claims or adjustments pertaining to the project in its entirety and hereby accepts final payment in full. Acceptance and waiver does not satisfy or nullify other contractual duties, liabilities, obligations, warranties and/or other requirements.

Date: 1/11/2024

  
\_\_\_\_\_  
CONTRACTOR

I hereby authorize payment of this voucher.

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

\_\_\_\_\_  
City Administrator  
CITY OF ROGERS

\_\_\_\_\_ Hold check and call when ready.      X   Send check to address shown above.



	Qty	Unit	Price	Contract Total	PAY APP 1	Total Pay App 1	PAY APP 2	Total Pay App 2	PAY APP 3	Total Pay App 3	TOTAL QTY TO DATE	TOTAL PAY APP TO DATE	Contract Qty	% Complete
1 Mobilization	1	LS	\$8,100.00	\$8,100.00	0.75	\$6,075.00	0.20	\$1,620.00	0.05	\$405.00	1	\$8,100.00	1	1
2 Erosion Control and Rock Entrance	1	LS	\$3,800.00	\$3,800.00	0.8	\$3,040.00	0.20	\$760.00		\$0.00	1	\$3,800.00	1	1
3 Tree Removal and tree protection	1	LS	\$3,600.00	\$3,600.00	1	\$3,600.00		\$0.00		\$0.00	1	\$3,600.00	1	1
4 Earthwork	1	LS	\$10,500.00	\$10,500.00	1	\$10,500.00		\$0.00		\$0.00	1	\$10,500.00	1	1
5 Bituminous pavement	64	TON	\$155.00	\$9,920.00	73.55	\$11,400.25		\$0.00		\$0.00	73.55	\$11,400.25	64	1,14921875
6 Concrete Pavement	210	SF	\$16.50	\$3,465.00		\$0.00	203.00	\$3,349.50		\$0.00	203	\$3,349.50	210	0.966666667
7 Class 5 Aggregate Base	210	TON	\$35.00	\$7,350.00	255.5	\$8,942.50		\$0.00		\$0.00	255.5	\$8,942.50	210	1.216666667
8 Acrylic Court Surfacing	450	SY	\$16.00	\$7,200.00		\$0.00		\$0.00	450	\$7,200.00	450	\$7,200.00	450	1
9 2" Wide Pavement Striping	555	LF	\$2.20	\$1,221.00		\$0.00		\$0.00	555	\$1,221.00	555	\$1,221.00	555	1
10 48" Precast Concrete Manhole	2	EA	\$4,800.00	\$9,600.00	2	\$9,600.00		\$0.00		\$0.00	2	\$9,600.00	2	1
11 10" CPE Storm Sewer Pipe	195	LF	\$40.00	\$7,800.00	190	\$7,600.00		\$0.00		\$0.00	190	\$7,600.00	195	0.974358974
12 Irrigation Rework	1	LS	\$12,500.00	\$12,500.00	1	\$12,500.00		\$0.00		\$0.00	1	\$12,500.00	1	1
13 Sodding	1490	SY	\$6.00	\$8,940.00		\$0.00	1,794.00	\$10,764.00		\$0.00	1794	\$10,764.00	1490	1.204026846
14				\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
15 Basketball Hoop Standard Footing	2	EA	\$1,855.00	\$3,710.00		\$0.00	2.00	\$3,710.00		\$0.00	2	\$3,710.00	2	1
16 Basketball Hoop Standard	2	EA	\$4,770.00	\$9,540.00		\$0.00	2.00	\$9,540.00		\$0.00	2	\$9,540.00	2	1
17 Volleyball Pole Footing	2	EA	\$1,855.00	\$3,710.00		\$0.00		\$0.00	2	\$3,710.00	2	\$3,710.00	2	1
18 Volleyball Pole	2	EA	\$3,710.00	\$7,420.00		\$0.00		\$0.00	2	\$7,420.00	2	\$7,420.00	2	1
19			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
20			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
21			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
22			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
23			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
24			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
25			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
26			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
27			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
28			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
29			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
30			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
31			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
32			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
33			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
34			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
35			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
36			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
37			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
38			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
39			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
40			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
41			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
42			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
43			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
44			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
45			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
46			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
47			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
48			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
49			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
50			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	#DIV/0!
				\$118,376.00		\$73,257.75		\$29,743.50		\$19,956.00		\$122,957.25		

CHANGE ORDER #1

Larger Volleyball post footing	1	LS	\$525.00	\$525.00		\$0.00		\$0.00	\$1.00	\$525.00	1	\$525.00		
			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00		
			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00		
			\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00		
			\$525.00	\$525.00		\$0.00		\$0.00		\$525.00		\$525.00		
				\$118,376.00		\$73,257.75		\$29,743.50		\$20,481.00		\$123,482.25		

## APPLICATION AND CERTIFICATE FOR PAYMENT

FROM CONTRACTOR:  
Latour Construction Inc.  
2134 Co. Rd. 8 NW  
Maple Lake, MN 55358

TO OWNER:  
City of Rogers  
22350 South Diamond Lake Road  
Rogers, MN 55374

APPLICATION #: 3-FINAL  
FOR PERIOD ENDING : January 31, 2024

CONTRACT DATE: June 8, 2021  
PROJECT NOS: 2005

CONTRACT FOR: Laurel Creek Park Trail and Grading

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM. ....	\$	56,526.00
2. Net change by Change Orders. ....	\$	-
3. CONTRACT SUM TO DATE (Line 1 +/- 2). ....	\$	56,526.00
4. TOTAL COMPLETED & STORED TO DATE		
a. Completed Work to Date	\$	55,115.00
b. Stored Materials to Date	\$	-
c. Total Completed & Stored (Line 4a + 4b). ....	\$	55,115.00
5. RETAINAGE:		
a. _____ of Completed Work	\$	-
b. _____ of Stored Materials	\$	-
c. Total Retainage (Line 5a + 5b). ....	\$	-
6. TOTAL EARNED LESS RETAINAGE. ....	\$	55,115.00
(Line 4c less Line 5c Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate). ....	\$	54,012.70
8. CURRENT PAYMENT DUE. ....	\$	1,102.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6). ....	\$	-

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.

CONTRACTOR: Latour Construction Inc.

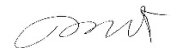
Title: \_\_\_\_\_ Date: \_\_\_\_\_

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: February 9, 2024

AMOUNT CERTIFIED ..... **\$ 1,102.30**

# LATOUR CONSTRUCTION INC.

2134 Co. Rd. 8 NW Maple Lake, MN 55358 (320) 963-5993 Fax (320) 963-6017

July 31, 2022

CITY OF ROGERS  
c/o WSB  
KEVIN KRUGER

RE: REQUEST FOR PAYMENT #2 WITH REDUCTION IN RETAINAGE  
LAUREL CREEK PARK TRAIL  
ROGERS, MN

ITEM #	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	QUANTITY THIS MONTH	QUANTITY TO DATE	TOTAL THIS MONTH	TOTAL TO DATE
<b>SECTION "A" LAUREL CREEK PARK TRAIL</b>								
1	TRAIL PAVEMENT 3" OF MIX	SY	387.00	\$ 37.30	252.00	387.00	\$ 9,399.60	\$ 14,435.10
2	PARKING LOT PAVE 3.5" OF MIX IN TWO LIFTS	SY	436.00	\$ 39.00	109.00	436.00	\$ 4,251.00	\$ 17,004.00
3	BASKETBALL COURT PAVE 3" MIX	SY	333.00	\$ 37.30	217.00	333.00	\$ 8,094.10	\$ 12,420.90
4	6" CONCRETE SIDEWALK	SF	340.00	\$ 15.00	-	272.00	\$ -	\$ 4,080.00
5	CURB & GUTTER B618	LF	310.00	\$ 23.00	-	293.00	\$ -	\$ 6,739.00
6	TRUNCATED DOMES	SF	8.00	\$ 54.50	-	8.00	\$ -	\$ 436.00
<b>TOTAL - SECTION "A" LAUREL CREEK PARK TRAIL</b>				\$ 78,026.00			\$ 21,744.70	\$ 55,115.00

## ADDITIONAL WORK

<b>TOTAL - ADDITIONAL WORK</b>	\$ -	\$ -
--------------------------------	------	------

## PAY SUMMARY

<b>TOTAL - SECTION "A" LAUREL CREEK PARK TRAIL</b>	\$ 21,744.70	\$ 55,115.00
<b>TOTAL - ADDITIONAL WORK</b>	\$ -	\$ -
<b>TOTAL WORK PERFORMED</b>	\$ 21,744.70	\$ 55,115.00
<b>LESS 2% RETAINAGE</b>	\$ 434.89	\$ 1,102.30
<b>LESS PREVIOUS PAYMENTS</b>	\$ -	\$ 31,701.79
<b>TOTAL AMOUNT DUE THIS PERIOD</b>	\$ 21,309.81	\$ 22,310.91



**REQUEST FOR ACTION  
ROGERS CITY COUNCIL**

**Meeting Date:** February 13, 2024

**Agenda Item:** No. 5.5

**Subject:** Approval of Revised Position Description for IS Director

**Prepared By:** Steve Stahmer, City Administrator

---

**Recommended City Council Action**

Move to approve revised position description for IS Director.

**Overview / Background**

IS Director Jason Greninger has been with the City since 2007 after coming from the City of Maple Grove IT department. During that time, Mr. Greninger has done a tremendous job in designing, maintaining, and keeping secure the computer networks and other communications/security systems which are essential for operations across all City departments. He has brought both skills training as well as network security/phishing attack training to our staff, further protecting the City against potential risks. As the City has grown, IS Director Greninger has taken on the task of managing and mentoring the department's two additional staff members.

Possibly more than any other professional position in our management ranks, we compete directly with countless private businesses for IS Director talent, in addition to the typical competition with peer cities and other levels of government. Salaries in the private market in particular are aggressive and candidates are in high demand.

Administration has reviewed the IS Director job description and updated it to include the current/expanded duties that have evolved since it was approved. To keep pace with the market and to reflect those changes, staff recommends approval of the new position description, with a new salary grade 16 (currently 15).

**Staff Recommendation**

Staff recommends approval of the revised position description.

**ATTACHMENTS:**

Description

Position Description

**CITY OF ROGERS****Job Description**

<b>Title:</b> Information Systems Director	<b>FLSA Status:</b> Exempt
<b>Department:</b> Information Systems	<b>Position Status:</b> Regular Full-Time
<b>Accountable To:</b> City Administrator	<b>Salary Grade:</b> Level 16
<b>Supervision of Others:</b> All IS department employees	<b>Revision Date:</b> January 2024

**POSITION SUMMARY**

Responsibility for the design, development, support, and maintenance of the City's information technologies, including policy, project management, hardware, software and cloud technologies. Directs the Information Systems department and supervises IS employees.

The employee in this title is expected to work closely with other units of Government, city departments, the public and vendors.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Essential functions listed below are intended as illustrations of the various types of work that may be performed. The omission of specific duties does not exclude them if the work is similar, related or a logical assignment to the position.

- Designs and implement information systems in response to City organizational needs utilizing local area, wide area networks, cloud based, and telecommunications infrastructure.
- Oversees and provides guidance, insights and research on all major technology decisions.
- Oversees the process of researching, understanding and recommending emergency technology applications that solve problems, close gaps and improve performance.
- Develop long term and short-range hardware and software plans and initiatives
- Appropriately budget and plan for short term and long-term technology related projects and assists in annual budget preparation for all departments as it relates to computer and technology needs
- Stay abreast of technology improvements and innovations in information technologies deployed in support of operations of the city. This entails having appropriate certifications, attending appropriate training classes, and reading appropriate technical documentation
- Analyze, recommend, and implement standards for infrastructure, hardware and software information systems
- Develop and maintain information system policies, procedures, and disaster recovery plans.
- Recommend, monitor, and maintain appropriate security systems internally and externally.

- Devise strategies, measure risks, and implement solutions to minimize the risk of cyber-attacks.
- Designated as the Local Agency Security Officer (LASO) and ensures the agency complies with both the FBI CJIS Security Policy and the CJDN network security policy.
- Manage the implementation, support, purchase, and management of technology. Negotiate contracts with outside vendors to support hardware and software within the organization.
- Manage, budget, and inventory licenses related to city information systems
- Help prioritize, plan and execute technical projects. Direct staff, consultants and vendors for technical projects. Assists in the development and provision of training of Rogers information technologies
- Manage the development, content and maintenance of the city web technologies
- Administer, analyze usage, and make recommendations of city cell phones and data cards
- Administer and plan future growth of fiber infrastructure to meet City needs
- Oversees the management and analysis of City phone systems
- Maintains confidentiality as it relates to data practices and serves as a confidential employee to City Administration

## **COMMON PERFORMANCE STANDARDS**

### **Communications**

- Must have the ability to actively listen to others for understanding of their needs and situations
- Ability to speak and write English clearly
- Must be able to assertively control conversations in order to quickly and accurately gather pertinent information and be able to communicate this information professionally and precisely to the proper recipient
- Must be able to read and understand correspondence, memoranda and directives

### **Decision Making**

- Must act in a decisive manner using good judgment
- Must be able to assess problems and situations and be able to anticipate needs and evaluate alternatives
- Must be able to effectively interpret the policies and objectives of the department

### **Interpersonal Relationships**

- Must be consistent in dealing with people
- Must be sensitive to others' problems and concerns without direct involvement
- Must exclude personal biases from work performance
- Must have the ability to accept criticism and/or discipline
- Must have tact and diplomacy
- Must strive to promote a cooperative atmosphere in the department
- Must have a positive attitude

**Professional Attitude**

- Must have commitment to the organization, willingness to take initiative, dependability, maturity in relationships with others, and self-confidence
- Must represent the organization to other agencies staff and citizens with a courteous, helpful, accurate and business-like attitude in all telephone and personal contact

**Quality of Work**

- Must be able to produce quality, accurate work
- Must be able to detect and correct errors
- Must be able to utilize work time properly and productively

**Technical Knowledge**

- Must have knowledge of City business
- Must have knowledge and ability to understand and discern legislative, local, state, and federal regulations
- Must have the ability to establish successful working relationships

**Management**

- Effectively manage multiple tasks, assigns, prioritizes and executes effectively.
- Proactively solve problems while bringing solutions and ideas to the organization.
- Excellent leadership, team building and management skills.

**WORK ENVIRONMENT**

Work is generally performed in an office environment with standard office equipment and furnishings available. Occasionally, may be required to attend off-site trainings and conduct work after normal business hours

**PHYSICAL REQUIREMENTS**

- Must have the ability to read and discern visual images on a variety of media
- Ability to read and interpret technical manuals, basic blueprints, maps, and other manuals as required
- Must have the ability to operate a personal computer and applicable software (word processing, spreadsheet, accounting), 10-key adding machine or calculator, fax, copier, and telephone
- Must be able to sit for long periods of time
- May, occasionally, have to lift up to 75 pounds

**MINIMUM REQUIREMENTS**

- Four year degree in information technology or related field
- 5+ years of progressive experience in information technology roles.

**PREFERRED QUALIFICATIONS**

- Knowledge of the operations and support of computer systems and equipment
- Knowledge of network operating systems
- Knowledge of firewalls, routers, security systems and Intrusion Detection Systems (IDS)



- Knowledge of software systems and applications
- Knowledge of security best practices and policies
- Knowledge and experience with TCP/IP Network
- Experience with Windows servers and operating systems including, active directory (AD), DNS, Microsoft Entra and other Microsoft Cloud solutions.

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**REQUEST FOR ACTION  
ROGERS CITY COUNCIL**

**Meeting Date:** February 13, 2024

**Agenda Item:** No. 5.6

**Subject:** Approval of Massage Therapist License Renewal for Janna Westfall

**Prepared By:** Sara Gilbert, Economic Development Coordinator

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**Recommended City Council Action**

Motion to approve renewal of massage therapist license for Janna Westfall for the calendar year 2024.

**Overview / Background**

Council adopted an ordinance requiring massage therapists to be licensed and approved through the City. Jann Westfall has applied for a Massage Therapist License renewal. All required paperwork and fees have been provided by the applicant.

**Staff Recommendation**

Motion to approve renewal of a Massage Therapist License for Janna Westfall for calendar year 2024.



**REQUEST FOR ACTION  
ROGERS CITY COUNCIL**

**Meeting Date:** February 13, 2024

**Agenda Item:** No. 5.7

**Subject:** Approve Resolution 2024-12 Recognizing National Burn Awareness Week

**Prepared By:** Chief Patrick Farrens

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**Recommended City Council Action**

Approve resolution 2024-12 Proclaiming the week of February 4th - February 10th, 2024 as National Burn Awareness Week.

**Overview / Background**

Burn injuries continue to be one of the leading causes of accidental death and injury in the United States. Where tragically, children, the elderly, and the disabled are especially vulnerable to burn injuries.

The 2024 National Burn Awareness Week theme is to spread awareness to reduce flammable liquid burn injuries.

**Staff Recommendation**

Approve Resolution 2024-12 Proclaiming the week of February 4th - February 10th, 2024 as National Burn Awareness Week.

**ATTACHMENTS:**

Description

Proclamation Burn Awareness Week

## **RESOLUTION NO. 2024-12**

### **A RESOLUTION PROCLAIMING THE WEEK OF FEBRUARY 4<sup>TH</sup> THROUGH FEBRUARY 10<sup>TH</sup>, 2024 AS NATIONAL BURN AWARENESS WEEK**

**WHEREAS**, burn injuries continue to be one of the leading causes of accidental death and injury in our Nation where tragically, children, the elderly, and the disabled are especially vulnerable to burn injuries, and almost one-third of all burn injuries occur in children under the age of 15; and

**WHEREAS**, in the United States, the CDC reports 276,086 people received medical care for treatment of unintentional burn injuries in 2020, with 3,028 deaths from fire and smoke inhalation. Of 87 hospitals reporting to the American Burn Association registry 91,875 people were treated in hospitals for burn-related injuries with 32% of those being for scalds; and

**WHEREAS**, compared to the overall population, children under five were 2.0 times as likely to be seen for burn injuries at a hospital emergency department. Young adults from 20 to 29 had 1.4 times the risk, and those in the 30-39 age group had 1.3 times the risk of the general population; and

**WHEREAS**, the primary causes of injury include fire-flame, scalds, contact with hot objects, and electrical and chemicals. Most of the injuries occur in the home. Today, 96.8% of those who suffer burn injuries will survive. Unfortunately, many of those survivors will sustain serious scarring, life-long physical disabilities, adjustment difficulties; and

**WHEREAS**, National Burn Awareness Week, an initiative of the American Burn Association, is a coming together of burn, fire, and life safety educators to make the public aware of the frequency, devastation, and causes of burn injury as well as consistent and authoritative measures to prevent these injuries and how to best care for those that are injured; and

**WHEREAS**, the theme for 2024 National Burn Awareness Week is Flammable Liquids, where a common risk of injury exists from flammable liquids; and

**WHEREAS**, significant research and medical advances have dramatically improved burn care and treatment, aided rehabilitation, shortened hospital stays, and increased burn survival rates. Aftercare support for the physical and emotional effects of burns has also played a key role in the successful reintegration of burn survivors into our communities. Furthermore, burn safety education and prevention efforts continue to reduce the number of people who suffer burns each year; and

**WHEREAS**, many people devote their lives and careers to treating, caring for, supporting, and rehabilitating burn injury survivors, including those performing vital work in burn research and development. There are dedicated firefighters who risk their own lives every day to protect others, as well as burn foundations and other life safety professionals who promote burn injury awareness and prevention.

**NOW THEREFORE, BE IT RESOLVED,** I, Rick Ihli, Mayor of Rogers do hereby proclaim the week of February 4th through February 10th, 2024, as National Burn Awareness Week. I call upon all government agencies, fire, life safety, and health care organizations, communications media, and the people of Rogers to observe this week with the appropriate ceremonies and activities.

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 13th day of February, 2024.

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Rick Ihli, Mayor

ATTEST:

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Stacie Brown, Clerk



**REQUEST FOR ACTION  
ROGERS CITY COUNCIL**

**Meeting Date:** February 13, 2024

**Agenda Item:** No. 5.8

**Subject:** Approval of Updated Rogers Fire Department Handbook

**Prepared By:** Chief Patrick Farrens

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**Recommended City Council Action**

Approve amendments to Rogers Fire Department Handbook.

**Overview / Background**

Since starting with the city in May of 2023, Chief Farrens had identified and was continually working on updating and modernizing the RFD Handbook. Chief Farrens has worked with legal counsel, the relief association, the fire officers, and city staff to update the handbook.

The handbook was rewritten in its entirety. Special emphasis has been placed on complying with state and national employment law, call response percentages, stricter enforcement around poor call attendance/percentage and training quarters, increasing training standards, standardizing operations and more. In addition many items that were considered standard practice, that were not in the handbook have been added to provide better clarity and consistency for employees.

**Staff Recommendation**

Approve the Rogers Fire Department Handbook as presented.

**ATTACHMENTS:**

Description

RFD Handbook 2024 Draft



# ROGERS FIRE DEPARTMENT PERSONNEL POLICIES

Firefighter Handbook

## POLICY

Adopted by Rogers City Council on \_\_\_\_ date, replacing all current and former versions.

Patrick Farrens

Fire chief/Emergency Manager

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## 1.0 Purpose

The Rogers Fire Department (RFD) requires a high standard of professional conduct from its members. All members shall familiarize themselves with the RFD's personnel policies, administrative policies, and operational guidelines. The purpose of these procedures, policies, and guidelines is to establish a uniform and equitable system of administration and operation for all members of the RFD.

Fire and emergency services are inherently dangerous. The RFD cannot guarantee that adherence to these procedures, policies, and guidelines will prevent occupational injuries, illness, or exposures. However, they help provide part of the framework for an emergency service occupational safety and health program, which has been designed to help achieve this goal. It is the personal responsibility of each Firefighter and Fire Officer to continuously operate with due regard to their safety, co-worker safety, and the public's safety.

The Fire chief is responsible for ensuring these policies are updated and reflect the needs of the Rogers Fire Department.

The Rogers City Council shall adopt this handbook and any changes.

The Fire chief is responsible for creating and continually reviewing operational procedures and guidelines. This guide, the Rogers FD Operating Procedures/Guidelines, shall not be subject to council approval.

### 1.1 Emergency Revisions

The Fire chief may need an emergency change of the personnel policies for safety-related items, response to terrorism, disease outbreaks, etc. The items shall be discussed with the City Administrator and Assistant City Administrator.

Changes approved shall be communicated to the entirety of the RFD and authorized by the City Council at the next available opportunity.

### 1.2 Receipt of policies

All RFD Firefighters and Fire Officers will be given a digital copy of the procedures, policies, and guidelines. Members may request a hard copy. A copy will always be available with the City Clerk, the Fire chief's Office, and an accessible location at each fire station.

RFD Firefighters shall receive training on the scope and content of the procedures, policies, and guidelines.

RFD members shall sign an authorization of receipt upon adopting changes to this policy manual.

### 1.3 City Employee Policies

All members of the RFD are considered employees by the City of Rogers. As such, all members shall also abide by and fall under the city employee handbook, city information systems policy, city travel policy, city respectful workplace policy, and the city sexual harassment policy. Where conflict exists with these policies, the most restrictive shall be enforced.

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## 2.0 Mission, Vision, Values and Code of Ethics

### 2.1 Mission Statement

The Rogers Fire Department will proactively prevent property loss, injury, and death from fires through targeted community risk reduction and accurate fire investigations. We will minimize the loss of life and property through progressive and well-trained emergency response.

### 2.2 Vision Statement

The Rogers Fire Department is committed to serving by responding quickly, treating everyone with respect, and improving outcomes for all we serve.

### 2.3 Core Values

The Rogers Fire Department is committed to the following core values:

P – Professionalism: In application, appearance, attitude, and standards.

R – Respect: for each other, our department, the community, and the citizens and visitors of the communities we serve. Be open-minded and responsive to the uniqueness of our community without regard to age, gender, religion or ethnic origin.

I – Integrity: always doing the right thing, striving to set an example for all community members.

D – Dedication: to the profession, the community, and continual improvement.

E – Education: to the public to make a safer community and to our members to ensure constant growth and forward-thinking.

### 2.4 Firefighter Code of Ethics

Fire service is a noble calling founded on mutual respect and trust between firefighters and the citizens they serve. To ensure the continuing integrity of the Fire Service, the highest standards of ethical conduct must be maintained at all times.

The Firefighter Code of Ethics was developed in response to the publication of the Fire Service Reputation Management White Paper. Establishing criteria that encourage fire service personnel to promote a culture of ethical integrity and high standards of professionalism in our field. The broad scope of this recommended Code of Ethics is intended to mitigate and negate situations that may result in embarrassment and waning of public support for what has historically been a highly respected profession.

Ethics comes from the Greek word ethos, meaning character. Character is not necessarily defined by a person's behavior when conditions are optimal and life is good. It is easy to take the high road when the path is paved, and obstacles are few or non-existent. Character is also defined by decisions made under pressure when no one is looking, when the road contains land

mines, and the way is obscured. As members of the Fire Service, we share a responsibility to project an ethical character of professionalism, integrity, compassion, loyalty, and honesty in all that we do.

We need to accept this ethics challenge and be genuinely willing to maintain a culture consistent with the expectations outlined in this document. By doing so, we can create a legacy that validates and sustains the distinguished Fire Service institution while ensuring that we leave the Fire Service in better condition than when we arrived.

RFD members are responsible for conducting themselves in a manner that reflects proper ethical behavior and integrity. In so doing, they will help foster a continuing positive public perception of the fire service. Therefore, all members shall:

- Always conduct myself, on and off duty, in a manner that reflects positively on myself, my department, and the fire service in general.
- Support the concept of fairness and the value of diverse thoughts and opinions.
- Avoid situations that would adversely affect the credibility or public perception of the fire service profession.
- Be truthful and honest at all times and report instances of cheating or other dishonest acts that compromise the integrity of the fire service.
- Conduct my personal affairs in a manner that does not improperly influence the performance of my duties, or bring discredit to my organization.
- Be respectful and conscious of each firefighter's safety and welfare.
- Recognize that I serve in a position of public trust that requires stewardship in the honest and efficient use of publicly owned resources, including uniforms, facilities, vehicles and equipment and that these are protected from misuse and theft.
- Exercise professionalism, competence, respect and loyalty in the performance of my duties and use information, confidential or otherwise, gained by virtue of my position, only to benefit those I am entrusted to serve.
- Avoid financial investments, outside employment, outside business interests or activities that conflict with or are enhanced by my official position or have the potential to create the perception of impropriety.
- Never propose or accept personal rewards, special privileges, benefits, advancement, honors or gifts that may create a conflict of interest, or the appearance thereof.
- Never engage in activities involving alcohol or other substance use or abuse that can impair my mental state or the performance of my duties and compromise safety.
- Never discriminate on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, gender, sexual preference, medical condition or handicap.
- Never harass, intimidate or threaten fellow Firefighters of the service or the public and stop or report the actions of other Firefighters who engage in such behaviors.
- Responsibly use social networking, electronic communications, or other media technology opportunities in a manner that does not discredit, dishonor or embarrass my organization, the fire service and the public. I also understand that failure to resolve or

report inappropriate use of this media equates to condoning this behavior.

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## 3.0 Disciplinary Proceedings and Policy Violation

### 3.1 Cause for discipline

Any member who violates the RFD's policies, procedures, city policies, or standard operating and response guidelines shall be subject to discipline.

Causes for disciplinary action shall be as follows:

- Incompetence, negligence, or dishonesty in performing one's duties, attempting to induce an officer or employee in the service of the city to commit an unlawful act, or to act in violation of any lawful and reasonable department regulation or order.
- Commitment of a crime that would render fire personnel incapable of satisfactorily performing their duties or would impair the safe, efficient, or effective operation of a department function.
- The willful, wanton, or culpably negligent performance of any act related to the performance of their position, which act endangers the personal safety of them self or others.
- Violation of any fire department and/or City of Rogers policy, rule, or regulation, reasonable order, or failure to obey any direction made and given by an officer or firefighter in charge where such violation or failure to obey amounts to an act of insubordination or severe breach of proper discipline or disgraceful conduct, committed on duty.
- Wanton, abusive conduct or language directed toward a member of the public, city official, or fire personnel, or careless, negligent treatment of any property of the city or its citizens contrary to normally acceptable firefighting techniques.
- The direct or indirect use, or attempted use of authority, or official influence of one's position to control or modify the political action of others, or the use, threat to use, or attempt to use political influence in securing promotion, leave of absence, transfer, change of job, pay, or nature of work.
- Taking for their use any fee, gift, or other valuable item in the course of fire department duties or in connection therewith from any citizen when such fee, gift, or other valuable item is given in the hope or expectation of receiving favor or better treatment than afforded other citizens; or could be construed as such.
- Failure to maintain required fire call or training attendance percentages, physical agility test, SCBA and lung function test, or no longer qualifying for the position to which they were hired.
- Any other act justifying disciplinary action and/or termination, providing that the facts substantiating such a decision are included in the reasons for such action. If, in the judgment of the Fire chief, fire personnel commit an act or acts that violate any fire department ordinance, policy, rule, or regulation, the Fire chief shall recommend such action to the City Council.
- Violation of the Firefighter code of ethics, RFD mission statement or core values.

### 3.2 Progressive Discipline

To establish a consistent procedure for maintaining suitable behavior and a productive working



environment in the workplace. These procedures are directory in nature, and minor variations of the processes set forth herein shall not affect the validity of any actions taken according to this policy.

The RFD reserves the right to take any of the prescribed steps in any order if a supervisor deems a policy violation or action of the employee severe enough to warrant a particular step. Such steps shall be documented in the record of the disciplinary action.

Progressive discipline shall be applied only where the supervisor believes that the potential for improvement and correcting the behavior is possible.

The following actions are among the progressive disciplinary steps which the supervisor can take in response to personnel policy violations:

- Oral warning.
- Written warning or reprimand.
- Suspension with or without pay.
- Demotion.
- Probation.
- Dismissal.

### 3.3 Programs for improving job performance

In most cases, minor job performance problems can be resolved by the supervisor bringing the issue to the employee's attention and the employee making the proper modification in his/her performance.

When a severe job performance problem is identified, the supervisor must decide whether to solve it through:

- Training
- Employee Assistance Services
- Non-Disciplinary Counseling or
- Disciplinary Action

Each situation will be considered separately, and it will be the supervisor's responsibility to determine the best course of action to take to resolve the situation. If the situation is determined to be a training problem, a program for improvement will be developed for the member. If the member's performance has not improved sufficiently, the situation should be dealt with as a disciplinary problem.

### 3.4 Criminal Offenses Policy

All Firefighters are expected to remain law-abiding. Recognizing the many potential adverse impacts, any Firefighter who is charged with any of the following criminal activities (referred to herein) must immediately report the incident to the Fire chief or City Administrator:

- All felonies

- All gross misdemeanors
- Any misdemeanors involving theft, fraud, or dishonesty

A criminal conviction may not automatically result in disciplinary action against the firefighter. A determination by the RFD will be made regarding the direct relationship between the conviction and the employment position. The RFD may take disciplinary action against the firefighter, up to and including dismissal, for criminal offenses related to the firefighter's ability to perform their job or which has or may create a present or future danger or risk to the RFD or the public.

By way of example, and not as an exclusive list, the following offenses will be considered as having a direct relationship to the employment position of a Firefighter:

- Crimes involving the use of alcohol and/or controlled or illegal substances;
- Assault and other violent crimes;
- Crimes involving dishonesty (i.e., theft, fraud, forgery);
- Crimes involving illegally entering onto property owned by others (i.e., burglary, trespass, vandalism);
- Crimes involving tampering (i.e., tampering with public records or information, false reports to law enforcement, tampering with or fabricating of physical evidence);
- Crimes of a sexual nature.

In determining whether disciplinary action is taken, the RFD may consider the individual's performance history and any competent evidence of sufficient rehabilitation.

### 3.4 Investigative Process and Report

Any accusation of misconduct or complaint involving fire department members shall be thoroughly investigated before formal action is taken. All allegations of misconduct or complaints involving fire department members shall include notification to the fire chief.

The investigation is a fact-finding process, and supervisors must be cautioned not to make judgments until a thorough investigation is concluded.

An investigative report must be provided to the City Administrator and HR Director for accusations and complaints of serious on-duty misconduct.

Accusations or complaints of criminal behavior or misconduct will be forwarded to the Fire chief, City Administrator, and HR Director.

The Fire chief, with the approval of the City Manager, has the discretion to suspend the employee or reassign an employee pending the outcome of the investigation.

The preparation of an investigative report must include the following information:

- Summary of the Incident - should answer the questions: who, what, where, why, when, and how.
  - In a criminal situation, a summary of the police report will be requested.
- Interviews Conducted must include the interviewee, rank and assignment, date, time, location, those present, and the information discussed.
  - If possible, a signed statement by the interviewee should also be obtained.
  - Failure to cooperate violates policy and serves as a separate basis for disciplinary action, including dismissal.
- Conclusions - from the information available, the Fire chief must make a determination of responsibility.
  - Extenuating circumstances may be discussed in this section.
- Recommendations - state the recommended disciplinary action or alternate course of action, if any.
- Attachments - relevant documents that the supervisor feels should be a part of the investigative report.
- The completed report shall be forwarded to the City Administrator and HR Director.

The investigative report is CONFIDENTIAL and for administrative use only. Care will be taken to maintain the confidentiality of the report.

Questions concerning legal issues about Administrative Investigations should be directed to the Human Resources Director.

### 3.5 Appeal Process

RFD members have a right to a hearing by the Rogers City Council in the event of a termination or demotion. The elements of procedure to be followed in any such hearing to be undertaken at the direction of the fire chief, unless waived by the employee, are the following:

- The employee shall be provided written notice of the charges against him/her and the time the hearing is to be conducted.
- The employee shall be heard before the Fire chief or the Fire chief's designated hearing officer.
- A record shall be maintained, including a tape or video recording of the hearing.
- The employee shall have a right to an explanation of the conduct of which they are accused.
- The employee shall have an opportunity to be represented by legal counsel at his/her own expense.
- The employee shall be provided an opportunity to present evidence and rebut the information on which his/her charged misconduct or inadequate performance is based.
- Every such hearing shall take place as soon as the schedules of those involved can accommodate it.
- Additional time may be granted at the employee's request upon a showing that additional time is needed to provide facts necessary to respond to the charges.
- Employees shall be placed on administrative leave until this hearing is held. After the

hearing and based on the facts presented, the Rogers City Council shall decide the employee's status.

### 3.6 Termination Process

The Fire chief may recommend to the Rogers City Council to terminate any member for cause.

A member recommended for termination will be served a letter of termination stating the reason for termination from the Rogers Fire Department. All terminations shall be reviewed and approved by the Rogers City Council.

Any member who is recommended for termination may request a meeting with the City Administrator to discuss his/her termination. This request must be in writing within seven (7) calendar days of receipt of the termination letter.

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## 4.0 Membership

### 4.1 City of Rogers Personnel Policy

All paid-on-call fire personnel shall be governed by the City of Rogers city personnel policies in addition to any requirements within the RFD personnel policy.

The RFD shall abide by all adopted policies of the City of Rogers in regard to hiring practices and determining an individual's eligibility for membership in the department.

### 4.2 Membership Capacity

The Rogers City Council will establish the membership capacity of the fire department.

### 4.3 Membership Application

All applicants for membership shall meet the following requirements:

- All requirements listed in the applicable job description
- Be over eighteen (18) years of age
- Live or work a full-time (40-hour job) within eight (8) minutes of an RFD fire station
- Complete a twenty-four (24) month probationary period
  - Probationary members may be terminated at any time, with or without cause.
- Pass a thorough background check.
- Pass the physical agility test
- Pass a pulmonary function test and medical screening
- Successfully complete a urine-analysis drug screen
- Pass a psychological exam.
- Possess a valid and unrestricted MN driver's license
- Shall have no facial hair penetrating the seal area of the SCBA mask per OSHA requirement CFR 29 1910.134

### 4.4 On-going Membership

All RFD members must continually meet the following requirements, in addition to any other requirements of this policy:

- All requirements listed in the applicable job description
- Pass an annual pulmonary function test and medical screening
- Live or work a full-time (40-hour job) within eight (8) minutes of an RFD fire station
  - When a member moves, they shall notify the fire chief in writing of their address change. A violation of this policy shall result in a recommendation for termination.
- Pass the Physical Agility test once every two (2) years.
- Possess a valid and unrestricted MN driver's license
- Meet applicable attendance requirements as outlined in this policy
- Shall have no facial hair penetrating the seal area of the SCBA mask per OSHA requirement CFR 29 1910.134

## 4.5 Resignation

Any member wishing to resign from the RFD in good standing shall provide the Fire chief with a written resignation stating the last day of work. The last active day of membership will be observed as the termination date. To leave in good standing, a two (2) week notice is required.

## 5.0 Compensation

### 5.1 Pay Schedule

- Apprentice \$12 per hour
- Probationary \$14 per hour (post Firefighter I/II)
- Firefighter \$15 per hour (post probation)
- Firefighter/FAO \$16 per hour

### 5.2 Stipend Schedule

Officers will receive a quarterly stipend at the following rates.

- Lieutenant \$225 per quarter
- Captain \$300 per quarter
- Assistant Chief \$375 per quarter

### 5.3 Hours Worked

RFD members will submit for reimbursement of actual hours worked.

- All members shall receive one-hour of pay for every call responded to
  - If additional calls for service occur during response to another call, members will be paid for one additional hour per call
  - Members will only receive additional hours of pay if a call lasts longer than one (1) hour, which will then be rounded to the next highest quarter (.25) hour after that. This will only apply to one of the calls – not each additional call.
- All other activities will receive a minimum of one-hour of pay
  - Rounded to the next highest quarter (.25) hour after that

### 5.4 Payroll

All RFD members will be paid quarterly via direct deposit.

Hours should be submitted as worked when reasonably possible.

## 6.0 Attendance Requirements Calls

### 6.1 Minimum Call Percentage

Members must meet 25% of combined medical and fire calls each quarter to maintain good standing in the department annually.

All RFD members are encouraged to attend as many fire and medical calls as possible.

### 6.2 Unavailable due to department activity

If a member is at a fire department-sponsored training/event and is unable to respond to a call, the member will receive credit for the call as though they attended. The members are responsible for reporting they were at an outside training/event and missed a call.

### 6.3 Call Response Attendance Recording

Attendance for fire/medical responses shall be recorded on the Call Report form that is filled out for each call. Each member shall be responsible for signing their name on the attendance portion of the Call Report form.

Members must arrive at the station within fifteen (15) minutes of the original page for credit to be received. Members shall not leave the station if checking in for the call until excused by the Incident commander. Leaving before this point will result in the call not counting for the member.

If a firefighter arrives at the station outside of this timeframe, they will not receive call credit unless there are extraordinary circumstances and it is approved, at the discretion of a Chief Officer, to include prolonged events such as fires or

### 6.4 Low Attendance Definition for Response to Calls

If a firefighter's response percentage drops below the department requirement during any quarter, they will be disciplined per this handbook. Warnings, hereafter referred to as strikes, will expire three (3) years from the time they are issued.

The calendar year will begin on January 1st and end on December 31st of the current year. A quarter is defined as follows:

- January-March
- April-June
- July-September
- October-December

If a fire fighters response percentage drops below the department requirement during any quarter, they will be issued a strike and disciplined per the following guidelines:

- The first occasion shall result in a written warning (1<sup>ST</sup> Strike).

- The second occasion shall result in a written warning and automatic forfeiture of thirty (30) days of active service time (2<sup>nd</sup> Strike).
- The third occasion shall result in a suspension from the fire department for fifteen (15) days and automatic forfeiture of sixty (60) days of active service time (3<sup>rd</sup> Strike).
- The fourth occasion shall result in automatic forfeiture of ninety (90) days of active service time and a recommendation by the Fire chief to the City Council that the firefighter be terminated (4<sup>th</sup> Strike).

Call and training percentage strikes will count cumulatively. For example, a firefighter may have a bad second quarter, fall below the 1st six-month training period training percentage, and receive two strikes.

### 6.5 Training Requirements

The Fire Department is responsible for providing adequate training for its membership. This policy specifies the minimum required Fire Department training sessions during each year. All members are encouraged to attend 100% of Fire Department training.

Members are required to attend the entirety of the training and be an active participant to receive credit for the training. If a member must leave training early or knows they will be late, they shall communicate that with a fire officer. Credit for training shall be counted on a case-by-case basis. However, as a general rule of thumb, members should be at no less than one-half of the training.

### 6.6 Training Schedule

The Fire Department will offer a minimum of 24 training nights; members must attend a minimum of eighteen (18) training nights annually or nine (9) per six (6) month period.

Fire Department training events are held every month on the first and third Tuesday. Months with a fifth Tuesday will offer an additional training night.

### 6.7 Mandatory and Mandated Training

Listed training must be attended or made-up within the same calendar year:

- Hazmat Operations
- First Responder or higher EMS continuing education
- Confined Space
- SCBA Fit Test
- Right-to-Know
- Sexual Harassment
- Fire Extinguishers
- Blood Borne Pathogens
- OSHA Respirator Medical Evaluation and Competency



- Driving and Pumping Competency Evaluation

Other pieces of training identified as mandatory throughout the year per the Fire chief shall be made up per the Fire chief.

Makeup mandatory training will be made available to RFD members to complete their training requirements as reasonable requests are made. The makeup training must be completed in the same six-month period it was assigned. Makeup locations and opportunities will be assigned per the fire chief.

Failure to complete mandatory training(s) by the end of the assigned six-month period will result in a strike.

Exceptions, such as live burns, will be handled on a case-by-case basis by the fire chief if training is not available in the same six-month period.

#### 6.8 Outside Fire Training Attendance

If the member cannot meet the minimum training hours per calendar year, the firefighter may attend off-site training when approved in advance by the Fire chief.

#### 6.9 Members of Multiple Departments

Firefighters in multiple departments may receive credit for training on a case-by-case basis, per the Fire chief. However, training at other agencies shall not routinely replace the need for training with the Rogers Fire Department.

#### 6.10 Low Training Attendance Definition

If a fire fighter fails to meet the minimum requirement of nine (9) department trainings during any six (6) month period, they will be disciplined per this handbook. Warnings, hereafter referred to as strikes, will expire three (3) years from the time they are issued.

The calendar year will begin on January 1st and end on December 31st of the current year. A six (6) month period is defined as follows:

- January – June
- July - December

If a fire fighter fails to meet the minimum requirement of 9 department trainings during any six (6) month period, they will be issued a strike and disciplined per the following guidelines:

- The first occasion shall result in a written warning (1<sup>ST</sup> Strike).
- The second occasion shall result in a written warning and automatic forfeiture of thirty (30) days of active service time (2<sup>nd</sup> Strike).

- The third occasion shall result in a suspension from the fire department for fifteen (15) days and automatic forfeiture of sixty (60) days of active service time (3<sup>rd</sup> Strike).
- The fourth occasion shall result in automatic forfeiture of ninety (90) days of active service time and a recommendation by the Fire chief to the City Council that the firefighter be terminated (4<sup>th</sup> Strike).

Although measured in six (6) month time frames instead of quarters, failure to maintain the minimum training percentage requirement in the six-month period will only result in one (1) strike.

Call and training percentage strikes will count cumulatively. For example, a firefighter may have a bad second quarter, fall below the 1st six-month training period training percentage, and receive two strikes.

#### 6.11 Public Education/Relations Events

Members who attend public education or public relations events will receive bonus credit as defined below. When events are offered for sign-up, they will be identified as public education or public relations.

Public Education Events: one-half (0.5) percent per occurrence.

Public Relations Events: one quarter (.25) percent per occurrence.

Members must earn at least one (1) percent to count towards the bonus and shall only be allowed to be accrued at the whole percentage mark. Members may obtain up to three (3) percent of additional credit per quarter. As applicable, the bonus percent(s) will be added to the lowest percentage month in the quarter.

## 7.0 Leave

### 7.1 Vacation

While on vacation, missed calls will not count toward a member's call percentage. Vacation does not excuse members from any training requirements.

Members will accrue vacation at the following rates:

Post probation through ten (10) years of service: 12 days/calendar year

10<sup>th</sup> year through 19 years: 18 days/calendar year

Start of 20<sup>th</sup> year: 24 days/calendar year

Vacation may only be taken in 24-hour increments. All vacation must be requested at least 24 hours in advance.

### 7.2 Earned Sick and Safe Time

Per city employee handbook.

### 7.3 Funeral Leave

Members may apply for funeral leave for up to five (5) days upon the death of an immediate family member. Fire chief approval is required for funeral leave.

Immediate family is defined as: mother, or father (including step), siblings, spouse, children (including step or foster), grandparents, grandchildren, legal dependents, and the members spouses' parents (including step), children (including step), or grandparents.

### 7.4 Jury Duty

The member will notify the Fire chief immediately when selected for jury duty. The member will provide the start date of jury duty and continue to update the Fire chief daily by phone or email.

If required to report to jury duty physically, no calls, training, or Fire Department functions are counted for or against that individual for the days physically reporting. Exception: Mandatory training, such as OSHA, EMR, etc., shall be made up when possible, but missing will not count towards a strike as long as the firefighter makes up the required training per direction from the fire chief.

Documentation of reporting will be required, and the Fire chief must be notified.

### 7.5 Military Leave

A member is entitled to military leave for training or other active military duty. During this period, no calls, training, or Fire Department functions are counted against that individual.

Members who are called to active duty will be carried as an in-active member, but accruing good time for purposes of the relief association pension.

Upon separation from military duty, said member is eligible to become an active member again. He/she must comply with the membership eligibility rules for on-going members and the return to service policy.

### 7.7 Medical Leave – Due to Department-Related Activity

As defined by the Minnesota Worker's Compensation Act, Firefighters are covered by Worker's Compensation Insurance. Workers' compensation insurance provides wage replacement and medical payment benefits to City Firefighters who become ill or injured while performing their required work duties.

Worker's compensation has two goals:

- To return Firefighters to work as soon as possible.
- To bring Firefighters back to work at or as close as possible to the same income they had before the injury.

If any Firefighter is injured on the job, the following procedures shall be followed:

- The firefighter shall report the injury to his or her immediate supervisor as soon as possible and receive medical attention if the injury is serious. No matter how insignificant, all injuries shall be reported to the firefighter's supervisor.
- The supervisor shall complete the Supervisor's Report of Accident and submit the report to the City Clerk as soon as possible to avoid delays in processing the claim. The City Clerk shall complete a First Report of injury, establish a city claim number, and submit a copy of all information to the city's worker's compensation carrier.
- Any information, medical bills, or requests for reimbursement shall be submitted to the Human Resources Director to be made a part of the firefighter's workers compensation claim file for submittal to the city's worker's compensation carrier.
- Where applicable, the city's worker's compensation carrier shall submit worker's compensation checks for a Firefighter injured on duty to the Finance Officer. The Finance Officer shall make a copy of the check to be placed into the firefighter's worker's compensation file and shall compute the difference between the worker's compensation check and the firefighter's regular pay. The difference in pay shall be paid to the firefighter out of his or her accumulated sick or vacation leave. The worker's compensation check(s) and the firefighter's paycheck shall be sent to the firefighter.
- The firefighter is responsible for keeping his or her supervisor, and the city informed about the status of his or her medical condition and return to work date.
- Where applicable, worker's compensation pays 2/3 of a Firefighter's daily wage to a maximum limit set by Minnesota Law. In addition, worker's compensation pays medical bills directly related to and required by the work-related injury. The first three days of lost time (including the day of the injury if the firefighter missed part of the day) are not covered. Worker's compensation payments begin on the fourth day of injury. However,

if ten consecutive calendar days pass and the firefighter has not returned to work, payment is retroactive to the first day of lost time. Firefighters can use vacation or sick leave for the first three days of lost time.

Leaves due to injury received in the line of duty. Firefighters injured in the line of duty and who must be placed on leave due to these injuries shall be considered a members in good standing of the fire department for the purpose of Relief Association benefits subject to the following conditions:

- Firefighter First Report of Injury forms must be filled out *within 24 hours* and given to a Fire chief or designee.
- Within ninety (90) days of the original injury, a physician must examine the firefighter and/or review pertinent medical documentation of the injury and make a determination as to whether the firefighter will be able to return to full firefighter duties with no restrictions within eighteen (18) months of the date of the original injury. If said firefighter shall be able to return to full duties with no restrictions within that period of time, he/she shall be considered a member in good standing of the fire department for the purposes of Relief Association benefits for up to eighteen (18) months from the date of the original injury.
- If upon review by a physician, a determination is made a firefighter injured in the line of duty will be unable to return to full firefighter duties with no restrictions within eighteen (18) months of the date of the original injury, the firefighter shall be retired from service as a firefighter for medical reasons. The firefighter shall be deemed a member in good standing of the fire department for eighteen (18) months from the date of the original injury.

#### 7.8 Leave: Medical Non-Departmental Activity and Personal

Any member may request leave from active duty in the fire department, but such leave may only be for a period of not less than one month and a maximum of twelve (12) months (365 days).

- Members requesting personal leave due to failure to meet a department requirement, i.e., revocation of driver's license, failure of physical ability, etc., shall be limited to a six (6) month leave or recommended for termination.

Assignment to inactive status may be granted for personal, family, or medical reasons and shall not exceed eighteen (18) months in any five (5) year period.

Such requests shall be in writing and presented to the fire chief, who may approve, modify, or deny such requests. Any leave other than those described above shall be considered as placement on inactive status with the RFD.

A member on in-active status is not a member in good standing of the fire department for the purposes of accrual of pension benefits.

- Exception: Members shall be allowed up to thirty (30) days of medical leave per twelve

(12) month period, not to exceed other conditions of this policy, and remain in good standing for the accrual of pension credit.

During an assignment to in-active status, no person shall receive service credit to be applied to probationary service as a firefighter or fire officer.

A fire officer may request a leave from active duty on the fire department, but such leave may only be for a period of not less than one month and a maximum of six (6) months to remain an officer. If a fire officer requests a leave for a period longer than six (6) months, the request shall be deemed a resignation from the officer position and the officer position shall be filled through a selection process as determined by the Fire chief.

All requests for placement on in-active status for medical reasons shall be accompanied by a written statement from a physician stating the firefighter is unable to respond to fires or other emergency incidents, or engage in any associated training for some specified period of time. Additional statements from the physician may be required by the Fire chief at reasonable intervals to document that the individual is still not able to return to firefighting duties.

The Fire chief, in consultation with the City Human Resources Director, may for medical reasons, when it is determined to be in the best interests of a firefighter and/or the city, impose an involuntary assignment to in-active status upon any member of the fire department. If a firefighter seeks a second opinion, the city shall not pay for the second medical examination and opinion.

Any member who wishes to return to duty following placement on inactive status for medical reasons, including an involuntary assignment to inactive status, must first be cleared by a physician to return to full duties with no restrictions. At the discretion of the Fire chief, the firefighter may be required to be examined by a physician or other appropriate medical specialists at the city's expense to determine fitness for duty.

## 7.9 Administrative Leave

Members may be assigned to an administrative leave who may be under investigation for violation of City Ordinance Code, City Personnel Policy, Fire Department Rules and Regulations, Administrative Policy, Fire Department Standard Operating Procedure, or some other disciplinary or criminal investigation that may affect the firefighter's ability to serve on the RFD effectively.

The Fire chief, along with the Human Resources Director or City Administrator, shall assign an administrative leave. The firefighter shall remain on administrative leave until the results of an investigation into the possible violation or Ordinance, Personnel Policy, Rule or Regulation, Administrative Policy, Standard Operating Procedure, or other disciplinary or criminal violation is completed and a recommendation as to possible discipline or other course of action is rendered. A firefighter placed on administrative leave shall be considered a fire department

member in good standing for the duration of the leave. If a violation is found, and termination is recommended, the member shall not receive time towards their pension credit backdated to the start of the administrative leave.

#### 7.10 Return to Service

Members returning from a leave of absence will be required to complete any mandatory annual training requirements they missed during their leave.

Members must also complete competency-based sign-offs and refresher training as directed. Refresher training and competency testing will ensure that members returning from leave can meet the minimum performance requirements outlined in NFPA 1001 Standard for Fire Fighter Professional Qualifications.

Spirometry and fit testing must be current, regardless of the length of leave, before wearing a SCBA.

The following timelines shall be used to evaluate a member's release to respond to fire, medical, and other emergency calls for service without restriction:

##### 0-90 days inactive

- Complete mandatory annual training missed while on leave
- Immediately released to respond to fire, medical, and other emergency calls

##### 91 - 180 days inactive

- Complete mandatory annual training missed while on leave
- SCBA user refresher
- SCBA competency check
- Station vehicle review

##### 181 - 365 days inactive

- Complete mandatory annual training missed while on leave
- SCBA mask fit testing as needed
- Complete Northwest Hennepin County Firefighter Physical Ability Test
- SCBA user refresher training
- SCBA competency check
- Complete truck check for assigned station apparatus
- Complete driving and pumping competency with an approved RFD driving instructor

Members must complete the review and competency checks within 30 days of returning from leave.

Members returning from leave who fail to complete review and competency requirements within thirty (30) days will not be allowed to continue responding to fire, medical, and other

emergency calls until completing the listed requirements and will be placed on administrative leave. Members who fail to complete review and competency requirements within sixty (60) days will be recommended for termination by the Rogers City Council.

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## 8.0 Administrative Policies

### 8.1 Criminal History Record Information

The RFD conducts fingerprint-based state and national criminal history record checks made for non-criminal justice purposes and requested under applicable federal authority and/or state statute. Where such checks are allowable by law, the following practices and procedures will be followed.

#### Requesting CHRI Checks

Fingerprint-based CHRI checks will only be conducted as authorized by the FBI and Minnesota Bureau of Criminal Apprehension (BCA), in accordance with all applicable state and federal rules and regulations. If an applicant or employee is required to submit to a fingerprint-based state and national criminal history record check, he/she shall be informed of this requirement and instructed on how to comply with the law. Such instruction will include information on the procedure for submitting fingerprints. In addition, the applicant or employee will be provided with all information needed to successfully register for a fingerprinting appointment.

The RFD has the authority, under Minnesota State Statute 299F 035 to conduct fingerprint-based criminal history background checks for pre-employment of firefighter candidates and current firefighters. After the initial determination for employment is made, CHRI shall not be reused for any other purpose.

#### Access to CHRI

All CHRI is subject to strict state and federal rules and regulations. CHRI cannot be shared with other entities for any purpose, including subsequent hiring determinations. All receiving entities are subject to audit by the BCA and the FBI, and failure to comply with such rules and regulations could lead to sanctions. Furthermore, an entity can be charged with federal and state crimes for the willful, unauthorized disclosure of CHRI.

#### Storage of CHRI

CHRI shall only be stored for extended periods of time when needed for the integrity and/or utility of an individual's personnel file. Administrative, technical, and physical safeguards, which are in compliance with the most recent FBI security Policy, have been implemented to ensure the security and confidentiality of CHRI. Each individual involved in the handling of CHRI is to familiarize himself/herself with these safeguards.

In addition to the above, each individual involved in the handling of CHRI will strictly adhere to the policy on the storage and destruction of CHRI.

#### Retention of CHRI

Federal law prohibits the repurposing or dissemination of CHRI beyond its initial requested purpose. Once an individual's CHRI is received, it will be securely retained in internal agency documents for the following purposes only:

Historical reference and/or comparison with future CHRI requests  
Dispute of the accuracy of the record  
Evidence for any subsequent proceedings based on information contained in the CHRI.

CHRI will be kept for the above purposes in:

- Hard copy form in personnel files located in the locked filing cabinet located in the locked filing room.
- CHRI will be retained for at least three (3) years. At the end of this term, the CHRI will be disposed of according to the Disposal of Physical Media policy.

#### CHRI Training

An informed review of a criminal record requires training. Accordingly, all personnel authorized to receive and/or review CHRI at the Rogers Fire Department will review and become familiar with the educational and relevant training materials regarding CHRI laws and regulations made available by the appropriate agencies.

In addition to the above, all personnel authorized to receive and/or review CHRI must undergo Security Awareness Training on a biennial basis. This training will be accomplished using the training materials made available by the BCA.

#### Adverse Decisions Based on CHRI

If inclined to make an adverse decision based on an individual's CHRI, the RFD will take the following steps prior to making a final adverse determination:

Provide the individual the opportunity to complete or challenge the accuracy of his/her CHRI; and provide the individual with information on the process for updating, changing, or correcting CHRI.

A final adverse decision based on an individual's CHRI will not be made until the individual has been afforded a reasonable time to correct or complete the CHRI.

#### Point of Contact and Authorized Recipient Security Officer

Each NCJA receiving CHRI is required to designate a Point of Contact (POC) and an Authorized Recipient Security Officer (ARSO). An individual designated as the POC and the ARSO is:

An individual who will be considered part of the NCJA's "authorized personnel" group. An individual that has completed a fingerprint-based background check and found appropriate to have access to CHRI. An employee directly involved in evaluating an individual's qualifications for employment or assignment.

The RFD POC is the Fire chief. The POC is responsible for the following:

- Being the main point of contact between RFD and the MN BCA who will function as a liaison between MN BCA Training and Auditing.

- Maintaining knowledge of RFD retrieval, dissemination, storage and
- destruction of CHRI.
- Ensuring that CHRI is only used for authorized purposes, that all safeguards in place are followed and that CHRI is not being improperly disseminated.
- Maintaining a list of personnel who are authorized to access CHRI.

The RFD ARSO is the Fire chief. The ARSO is responsible for the following:

Identifying who is using or accessing CHRI and/or systems with access to CHRI.

Ensuring that personnel security screening procedures are being followed as stated in this policy. Ensuring the approved and appropriate security measures are in place and working as expected.

When changes in the POC and ARSO occur, the RFD shall complete and return a new agreement and a Non-Criminal Justice Agency Point of Contact Notification form. The most current copy of the agreements will be maintained on file indefinitely by the RFD.

#### Media Protection

All media containing CHRI is to be protected and secured at all times. The following is established and to be implemented to ensure the appropriate security, handling, transporting, and storing of CHRI media in all its forms.

#### Media Storage and Access

Physical CHRI media shall be securely stored within physically secured locations or controlled areas. Access to such media is restricted to authorized personnel only and shall be secured at all times when not in use or under the supervision of an authorized individual.

#### Physical CHRI media:

Is to be stored within employee records when feasible or by itself when necessary.

Is to be maintained within a lockable filing cabinet, drawer, closet, office, safe, vault, or other secure container.

#### Disposal of Physical Media

Once physical CHRI media (paper/hard copies) is determined to be no longer needed by the RFD, it shall be destroyed and disposed of appropriately.

Physical CHRI media shall be destroyed by shredding, cross-cut shredding, or incineration. The RFD will ensure such destruction is witnessed or carried out by authorized personnel: The ARSO shall witness or conduct disposal.

Cross-cut shredding will be the method of destruction used by the RFD. This will occur at the end of the calendar year.

### Incident and Disciplinary Response

Access to, and dissemination of, CHRI is governed by state and federal laws. The security of information and systems in general, and of CHRI in particular, is a top priority for the RFD. Therefore, we have established appropriate operational incident handling procedures for instances of an information security breach. It is each individual's responsibility to adhere to established security guidelines and policies and to be attentive to situations and incidents which pose risks to security. Furthermore, it is each individual's responsibility to immediately report potential or actual security incidents to minimize any breach of security or loss of information. The following security incident handling procedures must be followed by each individual:

- All incidents will be reported directly to the ARSO.
- If any records were stolen, the incident will also be reported to appropriate authorities.
- Once the cause of the breach has been determined, disciplinary measures will be taken in accordance with the disciplinary policy.
- In addition to the above, the ARSO shall report all security-related incidents to the BCA within 24 hours.

All agency personnel with access to FBI and/or BCA CHRI have a duty to protect the system and related systems from physical and environmental damage and are responsible for correct use, operation, care and maintenance of the information. All existing laws and the RFD regulations and policies apply, including those that may apply to personal conduct. Misuse or failure to secure any information resources may result in temporary or permanent restriction of all privileges up to employment termination.

### 8.2 Driver's License Requirement

All RFD members are required to possess a valid, unrestricted Minnesota driver's license. It is assumed that in emergency conditions, all personnel shall be able to operate fire apparatus, including driving the apparatus. A valid, unrestricted driver's license is therefore required.

Each firefighter must immediately report any driver's license status changes to the fire chief. If this change in status is reported to another member, any member must report this change to the Fire chief immediately. Failure to report will result in discipline, up to and including the recommendation for termination.

In the event a license is modified in any way by the State of Minnesota, which restricts driving privileges, the conditions must clearly state the person is able to respond to fire and emergency calls, participate in fire training activities, and operate fire department emergency vehicles for the firefighter to remain on active status.

Firefighters whose driving privileges are revoked or modified in such a way that they cannot fully participate in fire activities and/or drive fire department emergency vehicles shall be placed on in- active status for a period of time up to six (6) months from the date the driver's

license is modified. If a license is revoked for more than six (6) months, the member shall be recommended for termination from the fire department. The member may re-apply for a position as a firefighter when the driver's license has been restored with no restrictions or modifications.

The applicant may be re-appointed to the fire department if a position exists, and the same criteria used for screening other applicants to the fire department shall be utilized to screen the firefighter who is re-applying for a position.

Firefighters returning to active duty following a period of in-active status due to modifications of his/her driver's license and firefighters who are re-appointed to the fire department after termination due to loss or modification of a driver's license may be subject to conditions imposed by the Fire chief or Human Resources Director.

Failure to comply with conditions for return to active service and/or re-appointment to the fire department may result in disciplinary action, including a recommendation for termination from the fire department.

### 8.3 Apparatus Usage and Driving Policy

The Fire chief shall approve the use of the apparatus for other than emergency use and training.

All Fire Department apparatus shall be available by qualified Fire Department members for official use. Qualified means having been trained in operating a fire apparatus vehicle. Official use includes, but shall not be limited to:

- All emergency responses and activities.
- Transportation to schools and training.
- Equipment repair and demonstrations.
- Demonstration rides.
- Public relations functions.

#### General Rules

- All drivers shall be qualified and responsible for the apparatus and related functions.
- Drivers shall not move the apparatus until the crew is seated, seat belts are fastened, and all cab doors are shut. The apparatus shall not be moved until it is determined that all personnel are clear of the apparatus.
- The driver shall operate the apparatus in a safe and efficient manner and always operate with due regard.
- At no time shall more members or equipment approach the emergency scene than is absolutely necessary for existing conditions. The Incident commander shall cancel and excuse all unneeded or unnecessary personnel and equipment in a timely and prudent fashion.
- All firefighters shall stay with their apparatus unless ordered to assist at the scene.

- All firefighters must return to the station after each call, unless excused, to prepare all equipment for the next emergency.
- No personnel shall be released until such apparatus and equipment is cleaned, replaced, and properly working.
- The driver shall put the apparatus back in proper working order.
- Apparatus wheels must be chocked whenever out of station.
  - Exception: squad and pickup-style apparatus, excluding the mini-pumper.
- All Firefighters who operate RFD-owned vehicles and equipment must keep the interior and exterior of the vehicle neat and clean at all times, report any unsafe conditions, and the need for possible maintenance.

### On-Duty Traffic Violation

The RFD expects persons driving on behalf of the RFD to do so legally and safely. Any member that receives a citation for a moving or non-moving violation (such as a parking ticket) shall be solely and personally responsible for all consequences associated, whether operating an RFD vehicle or a personal vehicle on RFD business.

### Backing of Emergency Vehicles

The driver shall activate all emergency lights on the apparatus when backing up.

Emergency vehicles should be backed up with the help of a safety person. The safety person shall ensure no problems will interfere with the backing up of the emergency vehicle.

The safety person shall remain in full view of the driver (through side mirrors) until the emergency vehicle is positioned in the desired location.

- The driver and safety person will be responsible for the safety while backing up.
- Exception: When a driver is alone and is involved in any Fire Department activities and uses or moves any emergency vehicle, before backing-up, the firefighter shall physically walk around/behind the emergency vehicle to check for and/or remove any obstructions.

### Accidents

Recognizing the many potential adverse impacts, any member involved in an accident while driving on RFD business—whether in an RFD or personal vehicle—must immediately report the incident to the Fire chief and City Administrator. The fire chief will decide whether the accident requires corrective action with or by the individual. Such determination will generally be based upon the question of whether:

- A violation of this policy contributed to the accident; or,
- The accident is an accident that resulted from the individual's negligence in which the driver failed to do everything they reasonably could have done to prevent it or,
- The individual took appropriate action following the accident;
- If the individual had been involved in another On-Duty vehicle accident within the past 24 months.

### Off-Duty Driving

The RFD has determined that a Firefighter's driving activity off-duty is a strong indicator of that individual's On-Duty driving conduct. Firefighters may face disciplinary action if the RFD finds that their off-duty driving conduct is putting the RFD at risk. In making such a determination, the RFD shall consider the following type of behavior to be cause for concern; however, the RFD shall also consider the individual's performance history:

- Conviction of Driving Under the Influence (DUI).
- Conviction of death by vehicle, hit and run, fleeing or trying to elude a law enforcement officer, driving while suspended or revoked, or similar major driving offenses.
- Suspension or revocation of driving license.
- An overall driving history that reveals a pattern of convictions of traffic offenses, particularly with three or more moving violations.

### RFD Duty-Vehicle(s)

- RFD duty-vehicles are the property of the RFD.
- RFD Officers or authorized personnel are allowed to take RFD duty-vehicles home for call response and/or official RFD business with the permission of a Chief Officer.
- RFD duty-vehicles will be allowed for personal use within the RFD's response area. It is expected that if an RFD duty vehicle is used for these purposes, it will be available for emergency call response.
- RFD duty-vehicles should only leave the RFD's response area to attend to RFD business.
- Any other take-home use of the RFD duty-vehicles must be pre-approved by the Fire chief.
- All traffic laws shall be obeyed under routine driving conditions while operating an RFD duty vehicle.
- RFD duty-vehicles shall be equipped with emergency response capabilities and communications and shall have those components used consistently with state law.
- Non-RFD personnel are allowed in the RFD duty-vehicles, but only on a minimal basis and not under emergency driving conditions.

## 8.4 Physical Ability Test

All firefighter candidates for employment in the Rogers Fire Department must pass a physical agility test. This test ensures that every candidate has the physical strength, stamina, and agility required to effectively and safely carry out a firefighter's duties.

The test consists of seven test stations. All candidates must pass each of the events to complete the examination successfully. The maximum time to complete all seven test stations is 12 minutes.

A candidate will be given a second try on the entire examination should they fail an event on their first attempt. However, re-tries will be permitted only after all test events have been completed.

All events will be explained and demonstrated for all candidates by the testing staff before testing any candidate.

All candidates shall be provided turn-out gear, including a coat, helmet, gloves, and eye protection. Tennis shoes shall be permitted.

The Rogers Fire Department Physical Agility Exam form will be provided to the testing staff; members may review the form before testing if they desire.

If a current Rogers firefighter fails to complete the test within the parameters, he/she will be placed on inactive status until he/she can pass the test. A statement requesting a continuance must include an anticipated return date to active duty with no restrictions as a firefighter.

Persons who refuse to participate in testing shall be considered insubordinate under City Personnel Policy and Fire Department Rules and Regulations and placed on in-active status until they successfully pass the test.

If a medical condition prevents participation in testing, the firefighter shall be immediately placed on inactive status, lasting up to six-months, until he/she is able to return to duties without restrictions. At the end of six months, the firefighter must return to duty and pass the test or provide a written statement from their physician.

Annual physical ability test results shall be maintained in personnel files. Test results may be viewed by the individual Firefighter, Fire chief, or persons designated by the Fire chief who have a specific reason to view such information, including the fire department administrative assistant, Human Resources director, chief officers or the Fire Department Physician.

**Successful Completion of Physical Ability Test:**

- Candidate: Move on to the next step in the process
- Active Members: Remain on active duty

**Unsuccessful Completion of Physical Agility Test:**

- New applicant – candidate removed from hiring process, no position offered
- Active Members-
  - 1<sup>st</sup> unsuccessful attempt – removed from active status, must retake within six weeks.
  - 2<sup>nd</sup> unsuccessful attempt – member must meet with the fire chief, will continue to be placed on in-active status, members must retake the test within six (6) months or submit their resignation
  - 3<sup>rd</sup> unsuccessful attempt – member recommended for termination or resignation

See attachment: A



## 8.5 Building Usage

### General Usage

- All members shall be responsible for building security.
- The user and/or organization shall be responsible for damage to the facility and/or equipment and shall pay for repair and/or replacement.
- The facility is to be left clean. Any trash generated shall be removed before vacating the premises.
- No overnight parking of personal vehicles or equipment is allowed.
  - Without prior approval from the Fire chief.
- Fire Department apparatus may be moved by active firefighters, city mechanics, or mechanical vendors only.
- No storage of personal equipment or repair items will be allowed.
- The extractor, washer, and dryer shall only be used for city business.
- Lockers and apparatus area are for Fire Department equipment only.
- Firefighters are allowed to use the wash bay for personal use, for property they own.
- Equipment may not be used for personal use or removed from the station.
  - Without prior approval from the Fire chief.

## 8.6 Fire Station Exercise Equipment

The Rogers Fire Department encourages a fit and healthy workforce and allows the use of fire stations for exercise programs and exercise equipment at several of the fire stations for firefighter use. Members of the Rogers Fire Department who wish to participate in exercise programs and/or use exercise equipment at Rogers Fire Stations will follow these guidelines:

- Exercise equipment is limited to use by active members of RFD. No family members or friends are allowed to use exercise equipment found at the fire stations.
- The RFD does not require firefighters to participate in exercise programs. Firefighters will not receive compensation for time spent participating in an exercise program or using exercise equipment at an RFD fire station.
- The RFD will not be supervising exercise programs and equipment use within the fire stations.
- The City of Rogers makes no guarantees as to the condition of the exercise equipment. Firefighters who use exercise equipment at fire stations assume all risks of property damage, personal injury, or death as a result of using exercise equipment at fire stations.
- Firefighters should seek the opinion and advice of a physician before engaging in an exercise program.
- Firefighters shall ensure the workout equipment and room are clean and orderly when they are done with their workout. Firefighters should clean and wipe down equipment as they proceed through their workouts.
- Firefighters are required to sign an Exercise Equipment Usage Release to be approved to use exercise equipment and/or participate in exercise programs at Rogers Fire Stations.
- No additional exercise equipment may be brought into the station(s).

## 8.7 Tobacco

All City of Rogers buildings and vehicles will be smoke-free, as required by the MN Clean Air Act.

## 8.8 Social Media and Digital Images

This policy aims to protect nonpublic Firefighter data, medical patients, the public, the operations of the RFD, and public confidence in the RFD and its Firefighters. This policy is not intended to limit the right to freedom of speech or expression but is intended to protect the rights of this organization, its firefighters, and the public they have sworn to protect.

Members are advised that their speech, directly or by means of instant technology either on or off duty and in the course of their official duties that has a connection to their professional duties and responsibilities, may not be protected speech under the First Amendment. Speech that impairs or impedes the performance of the RFD, undermines discipline and harmony among co-workers, or negatively affects the public perception of the RFD may be sanctioned.

This policy supplements the city's general social media policy in order to provide more specific guidance on unique RFD and EMS issues. To the extent that the policies contradict one another, the more specific Fire and EMS policy guidance should apply unless otherwise specified.

### Ownership of Work-Related Images

All photos, videos, digital images, or recordings taken by any Firefighter or agent of the RFD while responding to any fire or other emergency or while engaged in any training are "work-related images" and are the property of the RFD. Work-related images include, but are not limited to, any written, auditory, and/or visual messages communicated via or on RFD resources or via or on personal devices and/or social media, which relate to RFD business, including videos or pictures gathered while on RFD/City business.

### Permission to Take Work-Related Images

Work-related images of any emergency response, training exercise, or fire shall not be taken except as permitted by policy or as directed by the Fire chief and/or Incident commander. All work-related images shall be taken using RFD-issued equipment unless otherwise directed by the officer in charge of the scene.

This policy also governs work-related images taken by RFD Firefighters using privately owned equipment.

### Reasons for Taking Work-Related Images

Photos or other recordings may be taken to assist in diagnosing or treating accident/fire victims. Such images should be forwarded to the appropriate medical care provider and then be deleted from RFD/City files. Work-related images, including recordings showing possible evidence of a crime, must be forwarded to law enforcement. Other work-related images used for internal, departmental purposes such as training or publicity shall be taken in a manner that minimizes the possibility of identifying accident victims.

### Control and Dissemination of Work-Related Images

All work-related images shall be stored in the RFD's or city-designated computer system and be governed by the city's records management policies and procedures. Work-related images shall not be stored, retained, or disseminated in any manner by anyone other than the officer(s) appointed to review all photos and approve retention, release, or dissemination and cannot be used for personal profit or business interests or to participate in personal political activity.

### Professionalism and Public Confidence

The appearance of professionalism is important to public safety and the public's confidence and trust. Accordingly, a Firefighter's personal use of social media shall not use any work-related images, RFD logos, or any images that depict a Firefighter in any uniform or in which the firefighter uses their job title or is otherwise identified as a Firefighter of the RFD, without prior approval from an officer appointed to review all images and approve release and dissemination of such images. Similarly, in order to maintain the appearance of professionalism and public confidence, no Firefighter shall post any material on any social media that is detrimental to the RFD/City's effective operation.

Firefighters shall not disseminate protected, private, nonpublic, or confidential information including, but not limited to, the following:

- Matters that are under investigation.
- Patient or Firefighter information is protected by HIPAA/medical confidentiality laws.
- Personnel matters/data that are protected from disclosure by law.

### Definition

Social media are internet and mobile-based applications, websites, and functions (other than email used for official RFD business), for sharing and discussing information, where users can post photos, video, comments and links to other information to create content on any imaginable topic. This may be referred to as "user-generated content" or "consumer-generated media."

Social media includes, but is not limited to:

- Social networking sites such as Facebook, LinkedIn, Twitter, and online dating services/mobile apps.
- Blogs.
- Social news sites such as Reddit and BuzzFeed.
- Video and photo-sharing sites including YouTube, Instagram, SnapChat, TikTok, and Flickr.
- Wikis, or shared encyclopedias such as Wikipedia.
- An ever-emerging list of new web-based platforms generally regarded as social media or having many of the same functions as those listed above.

### Reporting Violations

Any Firefighter becoming aware of, or having knowledge of, a posting or any website or webpage violating this policy may anonymously report possible violations to any RFD officer or

supervisor.

### Policy Violations

Violation of this Policy may be considered an extraordinary breach of the public's expectation of privacy and of RFD rules and regulations regarding the use of social media. It may subject the offender to discipline and possible termination of employment.

### 8.9 Solicitation/Receipt of Donations

All Fire Department donations are public funds entrusted to the betterment of the organization and the department overall. All designated donations from any source must be accepted and approved by the city council and must be routed to the Fire chief.

### 8.10 Death/Funeral

Rogers Fire Department Staff will follow the recommendations/guidelines in the Minnesota Fire Service Ceremonies & Protocols Guide book for funerals and ceremonies in the City of Rogers.

Rogers Fire Department will respond with a crew and apparatus to the wake and funeral of active or retired members of the Rogers Fire Department and Line of Duty Deaths (LODD) of North Suburban Regional Mutual Aid Association (NSRMAA) members if so requested.

Apparatus Assignment for a retired member of the Rogers Fire Department will be one apparatus as identified by the Fire chief.

Apparatus Assignment for LODD funerals less than 60 miles away will be one apparatus at the discretion of the Fire chief.

Apparatus Assignment for LODD funerals greater than 60 miles away will be a Squad style vehicle at the discretion of the Fire chief.

### 8.11 Employment Eligibility

Employment Eligibility - Requirements and Process

- All potential Firefighters shall be at least 18 years of age.
- All potential Firefighters shall complete and successfully pass the RFD hiring process.
- All potential Firefighters must meet the requirements in the associated job description.

This process shall include, but is not limited to:

#### 1. Application:

- All applications are due by the date/time posted in the job announcement.
- The applications shall be scored and ranked.
- The list of applicants to be interviewed shall be based on the ranking of applications and staffing needs of the RFD.

#### 2. Initial Interview:

- The Interview Panel shall be set by the Fire chief.

- The interview shall be scored by the interview panel and the results will be provided to the Fire chief.
3. Physical Ability Test
  4. Reference Checks
  5. Chief Interview
  6. Conditional Job Offer
  7. Physical Agility Test
  8. MN BCA Background and Criminal History Checks
  9. Pre-employment Medical Exams / Drug Testing
  10. Pre-employment Psychological Exams and Interviews
    - If a candidate is rejected for employment based on the background checks, medical exam, and/or psychological exam and interview results, they will be notified of this determination.
  11. City Council Approval / Appointment
- Employment Response Requirements
1. To be eligible, Firefighter applicants shall live or work a full-time position (40 hours per week) within an 8-minute response time to any Rogers Fire Station, as determined by commercial global positioning system (GPS) or mapping software.
    - a. Members who are utilizing their work address must have a signed release from their employer and meet all requirements listed in this handbook.

#### 8.12 Employee Safety Concerns and Violations

Any member who has concerns regarding possible violations or situations that might pose a safety threat to themselves or fellow firefighters should bring these concerns to the immediate attention of an officer or Incident command.

The Rogers Fire Department has a safety suggestion box at each station for suggestions from the membership. Members are also encouraged to contact the Fire chief or Human Resources Director directly via email or phone.

#### 8.13 Drug and Alcohol Use

The RFD requires its Firefighters to follow these rules for responding to calls after the consumption of alcohol or drugs.

Any firefighter who meets any of the below criteria, shall not respond to the Fire Station for an emergency call:

- Has had more than two alcoholic beverages in the previous four hours
- Is under the influence of any cannabinoid products, including edibles.
- Has used any prescription or non-prescription medication that is labeled with a warning regarding drowsiness, driving, or operation of machinery – for length of time as directed on the medication.
- Has used any illegal narcotics.

Upon arriving at the Fire Station, in response to an emergency call, any Firefighter shall

immediately inform the Incident commander, an Officer, or the ranking firefighter in charge if they have consumed alcohol, placing them above a 0.0 BAC, and the amount consumed.

Any Firefighter who has consumed any alcohol in the proceeding four-hour period or believes they themselves are over a 0.0 BAC, shall not perform any of the functions listed below:

- Drive any RFD vehicle;
- Use SCBA;
- Enter a structure fire, or any IDLH atmosphere;
- Provide emergency medical assistance and/or first aid.

A Firefighter who has consumed any alcohol in the proceeding four-hour period or believes they are over 0.0 BAC shall be assigned other duties.

If you are under the influence of drugs or alcohol, you are not to drive any Rogers Fire Department or City vehicles. Rogers Fire Department personnel must have a blood alcohol concentration of 0.00 to drive any Rogers Fire Department or City vehicle. You must clearly state that you believe your blood alcohol level might be over 0.00 and indicate your refusal to drive is for this reason if you are asked or ordered to drive.

The incident commander, an officer, or the ranking firefighter in charge shall restrict the activities of any Firefighter as they deem appropriate if the incident commander, an officer, or the ranking firefighter in charge reasonably suspects that the firefighter may be unable, for any reason, to safely and adequately perform the duties of a firefighter. This applies even if the firefighter is in compliance with the requirements of this policy.

Any firefighter or fire officer who observes any indication that another member is under the influence of alcohol or drugs shall immediately report those observations to the Incident commander, an Officer, or the ranking Firefighter in charge. Such indications may include the odor of alcohol on the breath, slurred speech, unsteady gait, or disorientation.

After further investigation by the incident commander, an officer, or the ranking firefighter in charge, the suspected firefighter may be subjected to a Blood Alcohol Content (BAC) and/or Urine Analysis (UA) tests. Any firefighter who has responded to an emergency call and is suspected of being under the influence of alcohol in violation of this policy can be tested. Refusal to submit to a BAC or UA will be treated as a violation of this policy.

All reports of individuals under the influence shall be communicated to the fire chief or their designee immediately.

No firefighter shall have a BAC greater than 0.0 prior to any:

- Participation in RFD training and/or
- Participation in any other activities and/or events where the firefighter is serving as a representative of the RFD.

Fire Department personnel shall not consume alcohol on-duty or while in uniform off-duty.

In any case of a scheduled social event that may involve the consumption of alcohol by a substantial percentage of the RFD Firefighters, the Fire chief or their designee shall arrange, in advance, either a "Duty Crew" of RFD Firefighters or for emergency response by a neighboring Fire Department, according to the appropriate mutual aid agreements.

Any Firefighter that fails to comply with the requirements of this policy or has used or is in possession of any illegal drugs or prescription drugs without a prescription or illicit paraphernalia is subject to disciplinary action, up to and including termination, whether on or off-duty.

### **City Property**

Alcoholic beverages shall not be permitted in any Rogers Fire Department fire station under any circumstance without the Rogers Fire Department obtaining a temporary liquor license from the Rogers City Council.

Storage of any alcoholic beverages and/or illegal drugs in any Rogers Fire Department fire station or vehicle is strictly prohibited.

Any member driving any fire department apparatus and subsequent collision will be subject to a BAC and UA.

## **Appendix A**

### **Physical Agility Test (PAT)**

This is a Pass/Fail test based on a total time of 12 minutes.

For the test, participants will wear an SCBA pack and firefighter protective clothing. Required:

- Long Pants
- Hard Hat with strap
- Work gloves
- Footwear with no open toe/heel

Watches and loose or restrictive jewelry is not allowed.

Events are placed in sequence that best simulates fire scene operations.

No running allowed between events

Two stop watches will be used to time the PAT. If one watch fails the backup watch will be used.

Any candidate who fails the PAT will be advised of their options as outlined in the Rogers Firefighter Handbook.





## Rogers Fire Department Physical Agility Exam

*Events 1 through 7 must be completed within a 12 minute period including one rest break of up to 1 minute which counts as part of the total exam.  
Test ends immediately if any stations are failed.*

Candidate Name _____		Date _____	
1	Hose Roll	PASS	FAIL
	Candidate must roll hose and then unroll one section of 2 1/2 hose.		
	The hose must be neat & compact		
	You must unroll the hose in a generally controlled manner.		
	Pitching of the rolled hose is not aloud		
The unrolled hose must lie flat, with no kinks or twists.			
2	Hose Drag	PASS	FAIL
	Candidate must take nozzle and drag uncharged 2 1/2 hose to cone,		
	turn around and drag back to start, and then lay nozzle in square on concrete		
	The hose must be extended for 100 feet		
	You must pass around the cone		
(Note: the hose itself does not need to pass around the cone).			
The working end of the hose and the nozzle must be returned to the start point			
3	Ladder Carry	PASS	FAIL
	Candidate must take 12' attic ladder off rack, carry ladder around cone, and		
	replace ladder on the rack. This must be done without dragging or		
	dropping the ladder.		
You must carry the ladder around the cone and back to the starting point.			
At no time may the ladder touch the ground.			
4	Ladder Raise	PASS	FAIL
	Candidate must walk to extension ladder, pull rope (lanyard) and raise		
	fly until fully extended; then lower ladder to original position		
	You must return the ladder to its original position		
You must maintain control of the ladder at all times			
5	Dummy Drag	PASS	FAIL
	The candidate must walk to the rescue dummy.		
	Drag or carry the dummy approximately 100' to the finish line.		
	The dummy must fully cross the finish line.		
6	Connect to Fire Hydrant	PASS	FAIL
	The candidate must remove all equipment from the hydrant bag and		
	connect the hydrant. Once equipment is attached to hydrant, the		
candidate shall open the main valve on the hydrant. After turning the			
main valve off, place all equipment back into hydrant bag.			
7	Smoke Crawl	PASS	FAIL
	The total distance for the crawl test shall be 40 feet. The candidate shall		
	crawl on hands and knees for a distance of 10 feet, duck under one table.		
	The candidate shall then crawl for a distance of 10 feet, turn around and		
crawl back 10 feet, duck under the table, then crawl to the starting location.			
I certify the performance of the above named candidate on stations 1-7		Total	1-7
of the Physical Agility Exam on this ____ day of _____, ____.		Time	PASS
Signature of Evaluator _____			FAIL



**REQUEST FOR ACTION  
ROGERS CITY COUNCIL**

**Meeting Date:** February 13, 2024

**Agenda Item:** No. 5.9

**Subject:** Accept Resignation of Economic Development Coordinator

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

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**Recommended City Council Action**

Accept resignation from Sara Gilbert as Economic Development Coordinator.

**Overview / Background**

Ms. Gilbert provided her two week notice on February 7th indicating she is resigning from her position as Economic Development Coordinator.

**Staff Recommendation**

Accept resignation of Sara Gilbert as Economic Development Coordinator.



## REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: February 13, 2024

Agenda Item: No. 6.1

**Subject:** Project X Minnesota Investment Fund (MIF) Application

**Prepared By:** Brett Angell, Community Development Director

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### **Recommended City Council Action**

Motion to open the public hearing for public comments on a Minnesota Investment Fund application and business subsidy for Project X.

Motion to close the public hearing.

Motion to approve Resolution 2024-17 authorizing the city to apply to the Department of Employment and Economic Development for a Minnesota Investment Fund award for Project X.

### **Overview / Background**

Project X involves the expansion of a current Rogers-based recycling business within the community. Expansion of the business within the City of Rogers is contingent on funding from the DEED and has not been publicly announced, which is why a project name alias is currently being utilized. The business currently has enough space within their existing facility to accommodate the proposed expansion and said expansion would drastically increase the capacity for the business.

The item for consideration is related to the proposed submission of a Minnesota Investment Fund (MIF) application to DEED for Project X. The proposed expansion would add an additional 50 new full-time jobs within a two year time frame of the new equipment becoming operational. The new jobs being created would pay an average starting wage of \$17/hour plus benefits. The total capital investment for the expansion project is estimated at nearly \$27 million, with a vast majority of that amount being machinery and equipment.

The city and business received a non-binding offer letter from DEED which stated the eligible amount of funding the business is able to request. Per the non-binding offer, the application will request a repayable MIF award totaling \$1,000,000. The proposed use of MIF funding would go towards the purchase of new machinery and equipment.

The business is not seeking any additional funding directly from the city. Additionally, the business is currently a recipient of DEED's Job Creation Fund (JCF) and Minnesota Job Skills Partnership (MJSP) programs and will be able to amend the existing awards without the need for a new application or resolution of support from the city.

### **DEED MIF Program**

The Minnesota Investment Fund (MIF) program provides financing to help businesses add and retain high-quality jobs on a statewide basis with a focus on industrial, manufacturing, and

technology-related industries. Local units of government apply to the state on behalf of eligible businesses, with the funds being essentially pass-through dollars from the Department of Employment and Economic Development to the business.

### **Public Hearing Requirement**

Per requirements of the MIF program and state statute, a public hearing notice was published and posted on Friday, February 2nd to allow for public comment on the MIF application.

### **Staff Recommendation**

Staff recommends the City Council hold a public hearing related to the Project X MIF application and recommends the approval of Resolution 2024-17 authorizing the city to apply for a Minnesota Investment Fund award from the Department of Employment and Economic Development for Project X.

### **ATTACHMENTS:**

Description

Resolution 2024-17 - Project X MIF

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

**RESOLUTION NO. 2024-17**

**RESOLUTION AUTHORIZING THE SUBMISSION OF A  
MINNESOTA INVESTMENT FUND APPLICATION TO THE  
DEPARTMENT OF EMPLOYMENT AND ECONOMIC  
DEVELOPMENT ON BEHALF OF PROJECT X**

WHEREAS, the City of Rogers, Minnesota (the “City”) acts as a legal sponsor for the project contained in the Minnesota Investment Fund Application to be submitted on or about February 14<sup>th</sup>, 2024, and that Steve Stahmer, City Administrator, and Brett Angell, Community Development Director, are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of a business using the name alias of Project X (the “Business”); and

WHEREAS, the City has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to administer the proposed project; and

WHEREAS, the City has not violated any Federal, State, or local laws pertaining to fraud, bribery, kickbacks, collusion, conflict of interest, or other unlawful or corrupt practice; and

WHEREAS, that upon approval of its application by the State of Minnesota (the “State”), the City may enter into a Grant Contract with the State for the approved project, and that the City certifies that it will comply with all applicable laws, statutes, regulations and rules as stated in the Grant Contract and described in the Project Compliance Certification of the Application; and

WHEREAS, the City has obtained credit reports and credit information on the Business and the relevant ownership officers of the company. Upon review by the City and the City Attorney, no adverse finding or concerns regarding, but not limited to, tax liens, judgments, court actions, and filings with the state, federal and other regulatory agencies were identified. Failure to disclose any such adverse information could result in revocation or other legal action.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rogers, Minnesota (the “Council”) authorizes the submission of a Minnesota Investment Fund Application to the Department of Employment and Economic Development on behalf of Project X and authorizes the Community Development Director to execute the Grant Contract and amendments, thereto, as necessary to implement the project on behalf of the City.

Approved this February 13, 2024 by the City Council of the City of Rogers, Minnesota.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**Meeting Date:** February 13, 2024

**REQUEST FOR ACTION  
ROGERS CITY COUNCIL**

**Agenda Item:** No. 6.2

**Subject:** Public Improvement Hearing, Assessment Hearing and Award Contract, Arthur Street Utility Improvements, City Project No. 1714

**Prepared By:** Doran M. Cote, Public Works Director/City Engineer

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**Recommended City Council Action**

Motion to approve Resolution No. 2024-13 Ordering Improvements, Arthur Street Utility Improvements, City Project No. 1714

Motion to approve Resolution No. 2024-14 Approving Assessments, Arthur Street Utility Improvements, City Project No. 1714

Motion to approve Resolution No. 2024-15 Accepting Bids and Awarding Contract, Arthur Street Utility Improvements, City Project No. 1714

**Overview / Background**

Arthur Street is a 21 lot rural subdivision, Rogers Sunset Acres, with an average lot size of 2-3 acres with only 20 lots having access to Arthur Street. These properties have private wells and septic systems. The majority of these homes were built in the late 1980s and early 1990s, making the original septic systems near their 30 year design life. This is evident as within the last 5 years, four properties have sold and each had a failing septic system. To be in compliance with county requirements a mound septic system was constructed on three of these properties, costing between \$18,000-\$23,000 per system. After realizing the costs of these systems, an investment in the sewer system from the city to serve the properties along Arthur Street is prudent and feasible.

Staff has been working with the property owner of 13210 Arthur Street since early 2022 regarding the extension of sanitary sewer to serve his property to address his failing septic system. On July 12, 2023 the property owner submitted petitions signed by 7 of the 20 properties in Rogers Sunset Acres with access to Arthur Street requesting the extension of sanitary sewer to serve their properties. This represents 35% of the affected properties in accordance with Minnesota State Statutes 429.035.

With the reconstruction of 129th Avenue in 2012, a sewer pipe was stubbed across to the north side of 129th Avenue. This pipe was installed to provide sewer service to the properties along Arthur Street. With this project, the pipe will be extended northerly the four southern properties would have the availability to connect to the mainline pipe via a gravity service pipe or using a grinder pump system and forcemain. This extension will require obtaining a drainage and utility easement on one parcel. There is also sewer in Fawn Trail that will be extended southerly and serve the 4 northern properties on Arthur Street with gravity sewer. The watermain in Fawn Trail will

also be extended southerly into the cul de sac for future service should the property owners desire and for fire suppression.

In 2017 the City Council approved funding for the installation of the gravity sewer on Arthur Street through the Sewer Trunk Fund. Using these funds to initiate municipal sewer service to these properties gives the homeowners options for addressing their sewer needs, whether in 2 years or 20 years. It also allows the city to add users to the system and to remove septic systems in the municipal urban service area. Property owners would be assessed their allocated portion of the improvement costs and charged appropriate fees upon hooking up to the City system.

For sewer, seven properties are proposed to be assessed on a unit basis. Because there are existing onsite systems, the city intends to address the consideration of extension of public utilities to the property in a manner similar to what was done when public utilities were extended on Genereux Place (City Project No. 1511) in 2016 and Basswood Lane (City Project 2210) in 2022:

- a. The city will undertake a public improvement project to extend watermain to and sanitary sewer along Arthur Street at no immediate cost.
- b. Assessments to existing developed properties will consist of the cost of the service stubs extended to each property and sewer availability charge (SAC) will be assessed upon connection to the system.
- c. Upon execution of a Deferred Assessment Agreement, property owners have up to 20 years to connect to the city system and there will be no interest charged on the pending assessment. The pending assessment will be placed against the property that becomes transferrable upon the sale of the property. The 20 years will not be extended unless the property owner requests an extension and verifies both the septic and well are functioning according to the current code.
- d. If any undeveloped properties are developed, the assessment will be the same as what is being assessed to the developed properties.
- e. No trunk charges will be assessed due to the fact that existing systems have been previously installed.

Assessment rates for the Genereux Place project were as follows:

- Street - \$3,000/unit
- Sewer - \$3,500/unit + sewer availability charge (SAC) at the time of connection
- Water - \$3,500/ unit + water availability charge (WAC) at the time of connection

Assessment rates for the Basswood Lane project were as follows:

- Street - \$2,867/unit
- Sewer - \$2,380/unit + SAC at the time of connection
- Water - \$2,637/ unit + WAC at the time of connection

Assessment rate estimated for the Feasibility Report for Arthur Street were as follows:

- Sewer - \$3,616/unit + SAC at the time of connection (currently \$2,500)

Proposed assessment rate based on the apparent low bid are as follows:

- Sewer - \$2,309/unit + SAC at the time of connection (currently \$2,500)

Bids for Project No. 1714 were received and publicly read aloud in a virtual meeting on January 26, 2024 with the following results from 8 bidders:

1. Northern Lines \$320,206.76

2. New Look Const. \$327,725.65
3. SR Weidema \$382,176.25
4. Northdale Const. \$410,591.91
5. Motiv Excavating \$452,724.53
6. Meyer Contracting \$554,590.96
7. Minger Const. \$671,477.00
8. Rachel Contracting \$684,900.00
- Engineer's Estimate \$350,000.00

Northern Lines Contracting of Hanover, MN has performed similar work in the past and is currently working on a development project in Rogers. Staff recommends awarding the contract to Northern Lines Contracting. The total estimated cost including engineering, administration and legal is \$370,000.00.

The Feasibility Report for this project anticipated a January 23, 2024 public hearing. In order to accommodate more time for the holiday season, staff suggested and the City Council agreed to hold the public hearing on February 13, 2024. Prior to the public hearing, staff held a neighborhood meeting with the affected residents on Arthur Street. The neighborhood meeting was used to educate residents on the proposed improvements and to explain the assessment deferral program and draft Deferred Assessment Agreements were provided to interested parties. Those agreements will be modified to reflect the current proposed assessment amount should the City Council approve them.

#### **Staff Recommendation**

Motion to approve Resolution No. 2024-13 Ordering Improvements, Arthur Street Utility Improvements, City Project No. 1714

Motion to approve Resolution No. 2024-14 Approving Assessments, Arthur Street Utility Improvements, City Project No. 1714

Motion to approve Resolution No. 2024-15 Accepting Bids and Awarding Contract, Arthur Street Utility Improvements, City Project No. 1714

**Financial Impact:**  
\$370,000.00

**Budgeted?** Yes

**Source Fund:** Multiple

**Notes:**

#### **ATTACHMENTS:**

Description  
Resolution 2024-13  
Resolution 2024-14  
Resolution 2024-15  
Assessment Roll  
Location Map



**RESOLUTION NO. 2024-13**

**A RESOLUTION ORDERING IMPROVEMENTS TO ARTHUR STREET SEWER FROM  
129TH AVENUE TO 620 FEET NORTH OF 129TH AVENUE AND FROM FAWN TRAIL TO  
650 FEET SOUTH OF FAWN TRAIL - CITY PROJECT NO. 1714**

**WHEREAS**, pursuant to a resolution of the council adopted November 14, 2023, the council approved the city engineer's feasibility report advising that the improvements proposed for Improvement No. 1714 are necessary, cost-effective and feasible and fixed a date for a council hearing on Improvement No. 1714, improvements to Arthur Street from 129th Avenue to 620' north of 129th Avenue and from Fawn Trail to 650' south of Fawn Trail by installing sanitary sewer, and

**WHEREAS**, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon February 13, 2024, at which all persons desiring to be heard were given an opportunity to be heard thereon;

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Rogers:

1. Such improvement is necessary, cost-effective and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the council resolution adopted February 13, 2024.
3. The council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax exempt bonds.

Moved by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_.

The following voted in favor of said Resolution: \_\_\_\_\_

\_\_\_\_\_.

The following voted against the same: \_\_\_\_\_.

The following abstained: \_\_\_\_\_.

**WHEREUPON** this Resolution was declared duly-passed and adopted, and was signed by the Mayor and attested by the City Clerk this 13th day of February, 2024.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2024-14**

**A RESOLUTION ADOPTING ASSESSMENTS FOR IMPROVEMENTS TO ARTHUR STREET SEWER FROM 129TH AVENUE TO 620 FEET NORTH OF 129TH AVENUE AND FROM FAWN TRAIL TO 650 FEET SOUTH OF FAWN TRAIL - CITY PROJECT NO. 1714**

**WHEREAS**, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment for Improvement No. 1714, it is proposed to improve Arthur Street from 129th Avenue to 620' north of 129th Avenue and from Fawn Trail to 650' south of Fawn Trail by installing sanitary sewer.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Rogers:

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment is proposed to be payable in equal annual installments extending over a period of five (5) years, the first of the installments to be payable on or before the first Monday in January 2025, and will bear interest at the rate of 4.5 percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2024. To each subsequent installment when due shall be added interest for one (1) year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the city treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the city treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
4. The clerk shall forthwith transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

Moved by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_.

The following voted in favor of said Resolution: \_\_\_\_\_

\_\_\_\_\_.

The following voted against the same: \_\_\_\_\_.

The following abstained: \_\_\_\_\_.

**WHEREUPON** this Resolution was declared duly-passed and adopted, and was signed by the Mayor and attested by the City Clerk this 13th day of February, 2024.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2024-15**

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT  
CITY PROJECT NO. 1714**

**WHEREAS**, pursuant to an advertisement for bids for Improvement No. 1714, bids were received, opened, and tabulated according to the law, and the following bids were received complying with the advertisement:

1.	Northern Lines Contracting	\$320,206.76
2.	New Look Contracting	\$327,725.65
3.	SR Weidema, Inc	\$382,176.25
4.	Northdale Const. Co.	\$410,591.91
5.	Motiv Excavating & Site Works	\$452,724.53
6.	Meyer Contracting, Inc.	\$554,590.96
7.	Minger Const. Co.	\$671,477.00
8.	Rachel Contracting	\$684,900.00

**WHEREAS**, it appears Northern Lines Contracting of Hanover, Minnesota is the lowest responsible bidder,

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Rogers:

1. The mayor and clerk are hereby authorized to enter into a contract with Northern Lines Contracting of Hanover, Minnesota for Improvement No. 1714 according to the plans and specifications therefor approved by the city council and on file in the office of the city clerk.
2. The city clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Moved by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_.

The following voted in favor of said Resolution: \_\_\_\_\_

\_\_\_\_\_.

The following voted against the same: \_\_\_\_\_.

The following abstained: \_\_\_\_\_.

**WHEREUPON** this Resolution was declared duly-passed and adopted, and was signed by the Mayor and attested by the City Clerk this 13th day of February, 2024.

**ATTEST:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

PID	Address			Owner	Sewer	Total
2212023130011	12915 Arthur Street	Rogers	MN	55374 Todd A Mootz & Deann L Mootz	\$ 2,309	\$ 2,309
2212023130010	12945 Arthur Street	Rogers	MN	55375 David L Reichert & Nancy A Reichert	\$ 2,309	\$ 2,309
2212023130009	12975 Arthur Street	Rogers	MN	55376 Darin G & Janelle M Folk	\$ 2,309	\$ 2,309
2212023130012	12980 Arthur Street	Rogers	MN	55377 Chad R Krumwiede & Nicole M Krumwiede	\$ 2,309	\$ 2,309
2212023130008	13025 Arthur Street	Rogers	MN	55378 Kirk Brum & Nicole Rekucki	\$ 2,309	\$ 2,309
2212023120004	13210 Arthur Street	Rogers	MN	55379 Charles Mykleby & Danika Taraldson	\$ 2,309	\$ 2,309
2212023120003	13250 Arthur Street	Rogers	MN	55380 William & Linda Witkowski	\$ 2,309	\$ 2,309
				Total	\$ 16,163	\$ 16,163



Exhibit 1







## REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: February 13, 2024

Agenda Item: No. 7.1

**Subject:** Approval of Resolution 2024-18; Making Findings and Temporarily Suspending Liquor License for R Social

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

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### **Recommended City Council Action**

Motion to approve Resolution 2024 - 18, A Resolution Making Findings and Temporarily Suspending Liquor License.

### **Overview / Background**

The Rogers Police Department conducts alcohol and tobacco compliance checks at all licensed establishments in Rogers, on at least an annual basis. Compliance checks are required in order to ensure that underaged individuals are not being sold/served alcohol and/or tobacco by our licensed establishments, which is a condition of licensing.

As part of our 2023 compliance checks initiative, we sent a letter to each licensed liquor and tobacco establishment, stating that our police department would be conducting compliance checks in the near future. Our Detectives conducted alcohol compliance checks, with underage decoys, during the month of October, 2023. The following memo was received from Capt. Foster following the compliance checks:

*The police department has completed the 2023 alcohol and tobacco license compliance checks of Rogers businesses. The compliance checks were completed throughout the month of October.*

*The checks are designed to assure the businesses that sell tobacco, alcohol, CBD and lower potency cannabinoid products are properly identifying underage buyers and refusing sale to them. Prior to the compliance checks, letters are sent out to licensed businesses to make them aware they are occurring. The checks utilize underage police decoys under the direct supervision of undercover detectives. The decoys attempt to purchase the product at each location.*

*The following licensed businesses failed the compliance check and sold the product to the underage decoy in the presence of the undercover detective:*

*R Social – 12901 Main Street, Rogers (CN: 23012933)*

- An employee sold an alcoholic beverage to decoy.*

*The employees that sold the products to the decoys are being charged for the offenses.*



At the January 23, 2023 City Council Meeting, the City Council directed City Attorney Robert Vose to prepare "Findings of Fact" for the liquor violation at R Social. The prepared Resolution is attached to this agenda item

Council must conduct a hearing on the liquor license violation. This is not a traditional "public hearing," as may be done with a Planning approval, where all public is allowed to speak, but a hearing to consider the facts and impose penalties as appropriate. Resolution 2024 - 18 states that for a first violation, the Rogers City Council will be imposing a civil fine of \$500, and will also select a date for the 24-hour liquor license suspension.

**Primary Issues to Consider**

The owners of R Social have been notified of the meeting, and will be present to answer any questions.

**Staff Recommendation**

Motion to approve Resolution 2024 - 18, A Resolution Making Findings and Temporarily Suspending Liquor License.

**ATTACHMENTS:**

Description

Resolution 2024-18 Making Findings and Temporarily Suspending Liquor License

## **RESOLUTION NO. 2024-18**

### **RESOLUTION MAKING FINDINGS AND TEMPORARILY SUSPENDING LIQUOR LICENSE**

**WHEREAS**, the City of Rogers Police Department (“Department”) conducts routine compliance checks on liquor licensees, and;

**WHEREAS**, the Department conducted a compliance check in October, 2023 and WR Hospitality LLC dba R Social operating at 12901 Main Street, Rogers was cited for serving alcohol to an undercover minor (i.e. a decoy), and;

**WHEREAS**, R Social has not received a prior license violation or citation within the preceding three years, and;

**WHEREAS**, it is unlawful to sell or serve alcohol to a minor, and;

**WHEREAS**, the City Code, Section 6-22, requires the City Council to suspend or revoke a 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...”

**WHEREAS**, Section 6-22 further provides that on-sale licenses “shall be suspended for at least one day for a first violation within any three year period,” and that “[t]he city council shall select the day or days during which the license will be suspended,” and;

**WHEREAS**, Section 6-22 provides that: 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.

**WHEREAS**, on January 23, 2024, the City Council considered a staff recommendation and directed the city attorney to prepare a Resolution to temporarily suspend R Social’s on-sale intoxicating liquor/Sunday sales license and impose a civil penalty of \$500, and;

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA**, that the on-sale liquor license issued to WR Hospitality LLC dba R Social shall be suspended for 24 hours from 1:00 am on \_\_\_\_\_, 2024 to 1:00 am on \_\_\_\_\_, 2024 during which no alcoholic beverages may be sold, served, or consumed on premises, and;

**BE IT RESOLVED FURTHER**, that R Social shall pay a \$500 penalty to the City within thirty (30) days of receipt of a copy of this Resolution, and;

**BE IT RESOLVED FURTHER**, that this determination may be appealed pursuant to the Administrative Procedures Act, Minn. Stats. §§ 14.57—14.70, by filing a written notice of appeal with the City within fifteen (15) days of receipt of a copy of this Resolution.

Moved by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 13<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
Rick Ihli, Mayor

ATTEST:

\_\_\_\_\_  
Stacie Brown, City Clerk



**Meeting Date:** February 13, 2024

**REQUEST FOR ACTION  
ROGERS CITY COUNCIL**

**Agenda Item:** No. 7.2

**Subject:** Approve Agreement with Terra General Contractors, LLC for Preconstruction Services for Rogers Indoor Athletic Facility, City Project 2201

**Prepared By:** Doran M. Cote, Public Works Director/City Engineer

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**Recommended City Council Action**

Motion to Approve Agreement with Terra General Contractors, LLC for Preconstruction Services for Rogers Indoor Athletic Facility, City Project 2201

**Overview / Background**

The City of Rogers desires to construct a multi-purpose year around synthetic turf athletic facility that will be used for soccer, baseball, lacrosse, football, hockey dryland training, walking and exercise. The anchor of the project is a full NCAA soccer field under a pre-engineered stretched fabric structure. The city hopes to include the full-size soccer field, soccer goals, batting cages, and possibly a play structure. The facility will also host dryland training for Rogers Youth Hockey Association.

The current site for the facility, located next to Rogers Activity Center (RAC), has been graded and the site is building pad ready for a 97,500 square foot turf facility as well as a RAC expansion to include a 2<sup>nd</sup> sheet of ice. The turf facility is intended to be designed such that a future connection to the 2<sup>nd</sup> sheet of ice is possible.

On November 14, 2023 staff requested direction from the City Council regarding the turf athletic facility. The City Council agreed to amend our current contract with Terra Construction to include Construction Management services for the Indoor Turf Facility and work with them to secure an architect to design the building in such a manner to suit our needs now but to be able to accommodate a future second sheet of ice. On December 12, 2024 after a City Council Workshop with Rogers Youth Athletic Association (RYHA), the City Council agreed to pause progress on the Turf Facility for up to two months in hopes that RYHA would have more clarity on their fund-raising efforts.

Since the two-month pause has ended, staff would like to proceed with preconstruction efforts on the Turf Facility. Terra General Contractor has provided an agreement to perform the following preconstruction services for the indoor athletic facility:

- Scheduling Services
- Estimating Services
- Meetings
- Request for Proposals (RFP) for Architectural and Civil Engineering Services

- Assistance with Determining the Appropriate Facility Building Type
- Bidding and Establishment of Guaranteed Maximum Price (GMP)

The estimated cost for providing these services is \$30,000 to \$50,000, however, the services will be performed on an hourly basis.

### **Primary Issues to Consider**

The design options created previously with JLG Architects and estimated by Terra General Contractors, LLC all exceeded \$10M available from the Local Option Sales Tax (LOST) at the time they presented this information to the City of Rogers. They believe all of the options considered would exceed \$10M.

The material construction costs for those options have not significantly decreased. The labor costs have gotten more competitive over this same time. They believe that if the City of Rogers were to have a project that was bidding in the next six (6) months we would see very competitive pricing and likely would see some savings from Terra's previous budgets on the labor side of the ledger.

Material delivery has also improved. The only items that need to be managed for delivery and costs ahead of time for this project would be (1) building envelope (PEMB vs steel vs fabric vs precast), (2) electrical transformers and gear and (3) some mechanical equipment. Most other construction materials are available within a reasonable time frame that they could anticipate receiving through a normal managed bidding process.

### **Staff Recommendation**

Motion to Approve Agreement with Terra General Contractors, LLC for Preconstruction Services for Rogers Indoor Athletic Facility, City Project 2201

### **ATTACHMENTS:**

Description

Agreement



# AIA® Document A133® – 2019

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

**AGREEMENT** made as of the 16th day of January in the year 2024  
(In words, indicate day, month, and year.)

**BETWEEN** the Owner:  
(Name, legal status, address, and other information)

City of Rogers, Other  
Rogers City Hall  
22350 South Diamond Lake Road  
Rogers, MN 55374  
Telephone Number: 763-428-2253  
Fax Number: 763-428-4470

and the Construction Manager:  
(Name, legal status, address, and other information)

Terra General Contractors, Limited Liability Company  
dba Terra Construction  
21025 Commerce Blvd., Ste 1000  
Rogers MN 55374  
Telephone Number: 763.463.0220  
Fax Number: 763.463.0290

for the following Project:  
(Name, location, and detailed description)

24-818 Rogers Indoor Turf Facility

The Architect:  
(Name, legal status, address, and other information)

TBD

The Owner and Construction Manager agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A Intentionally Omitted  
EXHIBIT B INSURANCE AND BONDS

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

*(Provide total and, if known, a line item breakdown.)*

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
- .2 Construction commencement date:
- .3 Substantial Completion date or dates:
- .4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:  
*(Identify any requirements for fast-track scheduling or phased construction.)*

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere.)*

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:  
*(List name, address, and other contact information.)*

Steve Stahmer  
Rogers City Hall  
22350 South Diamond Lake Road  
Rogers, MN 55374  
Telephone Number: 763-428-2253  
Fax Number: 763-428-4470

Email Address: sstahmer@rogersmn.gov

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:  
*(List name, address and other contact information.)*



§ 1.1.10 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:  
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:  
(List name, address, and other contact information.)

TBD

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:  
(List name, address, and other contact information.)

Tom H. Brown

Telephone Number: 763.463.0242  
Fax Number: 763.463.0290  
Mobile Number: 612..384-5522  
Email Address: tbrown@terragc.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:  
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:  
(List any Owner-specific requirements for subcontractor procurement.)

Init.

/

**§ 1.1.15** Other Initial Information on which this Agreement is based:

**§ 1.2** The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

**ARTICLE 2 GENERAL PROVISIONS**

**§ 2.1 The Contract Documents**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Assignment of Prime Contracts, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

**§ 2.2 Relationship of the Parties**

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to ensure that the work is performed in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

**§ 2.3 General Conditions**

**§ 2.3.1** For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager, provided, however, that Construction Manager shall not be a constructor and shall carry out none of the work with its own forces other than incidental general conditions necessary to perform its management service in the facilitation of Work by the Prime Contractors whose contracts will be assigned to Construction Manager by the Owner pursuant to Exhibit B to the Agreement.

**§ 2.3.2** For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

**§ 2.4 Prime Contractors and Assignment of Contracts**

All Work for the Project shall be carried out by the Prime Contractors who shall competitively bid pursuant to Minnesota Statutes, Section 471.345 based on defined scopes of work prepared by Construction Manager and Architect, as approved by the Owner. Upon assignment of each Prime Contractor-Owner agreement, the Prime Contractors shall be referenced as "Subcontractor" in the AIA Document A201-2007, General Conditions. The Prime Contractors are referred to in this

Agreement as "Subcontractors."

### **§ 2.5 Bidding Instructions and Construction Manager-Subcontractor Agreements**

If Construction Manager and Owner agree to proceed with a construction manager at risk during the Project construction phase, Subject to Owner approval, Construction Manager shall provide in the bidding instructions the process by which the Prime Contractors awarded contracts for the Work shall be Subcontractors in the A201-2007 General Conditions and perform the Work under the Construction Manager who shall be identified in the A201-2007 as the General Contractor. Construction Manager shall further provide for Owner review and approval, any modifications to the Construction Manager-Subcontractor contracts for the Project for inclusion in the Project Manual published for all bidders.

## **ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### **§ 3.1 Preconstruction Phase**

#### **§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

**§ 3.1.2** The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### **§ 3.1.3 Consultation**

**§ 3.1.3.1** The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

**§ 3.1.3.2** The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

**§ 3.1.3.3** The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

#### **§ 3.1.4 Project Schedule**

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor;

ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

### **§ 3.1.5 Phased Construction**

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

### **§ 3.1.6 Cost Estimates**

**§ 3.1.6.1** Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

**§ 3.1.6.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

**§ 3.1.6.3** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

**§ 3.1.7** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

**§ 3.1.8** The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

**§ 3.1.9** The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

**§ 3.1.10** If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

### **§ 3.1.11 Subcontractors and Suppliers**

**§ 3.1.11.1** If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

**§ 3.1.11.2** The Construction Manager shall develop bidders' interest in the Project.

**§ 3.1.11.3** The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

### **§ 3.1.12 Procurement**

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the

Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

#### **§ 3.1.13 Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

#### **§ 3.1.14 Other Preconstruction Services**

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

### **§ 3.2 Guaranteed Maximum Price Proposal**

**§ 3.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

GMP to be established with an amendment to this agreement no later than thirty (30) days after completed Construction Documents have been provided to the Contractor, the Contractor shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies.

**§ 3.2.2** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 3.2.3** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

**§ 3.2.4** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

**§ 3.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

**§ 3.2.6** If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price

proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

**§ 3.2.7** The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

**§ 3.2.8** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

**§ 3.2.9** The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### **§ 3.3 Construction Phase**

#### **§ 3.3.1 General**

**§ 3.3.1.1** For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

**§ 3.3.1.2** The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

#### **§ 3.3.2 Administration**

**§ 3.3.2.1** The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

#### **§ 3.3.2.2 INTENTIONALLY OMITTED**

#### **§ 3.3.2.3 INTENTIONALLY OMITTED**

#### **§ 3.3.2.4 Daily Logs**

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

#### **§ 3.3.2.5 Cost Control**

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

### **ARTICLE 4 OWNER’S RESPONSIBILITIES**

#### **§ 4.1 Information and Services Required of the Owner**

**§ 4.1.1** The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

## § 4.1.2 INTENTIONALLY OMITTED

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

## § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager; provided, however, that the Owner's representative shall have only such authority as expressly delegated in writing by the Owner's council and absent such delegation the Owner's representative shall have no authority to extend the Contract time of performance or increase the Contract Price. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

## § 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction

Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

## ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

### § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

Preconstruction Costs for:

- Scheduling Services
- Estimating Services
- Meetings
- RFP for Architect and Civil
- Bidding and Establishment of GMP

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Terra will perform preconstruction services on an hourly basis. We estimate the cost will range between \$30,000 and \$50,000.

Individual or Position	Rate
Project Executive	\$132.30/hour
Pre-Construction Manager	\$132.30/hour
Project Manager	\$121.28/hour
Assistant Project Manager	\$88.20/hour
Senior Superintendent	\$121.28/hour
Project Superintendent	\$110.25/hour
Assistant Superintendent	\$88.20/hour
Administrative Assistant	\$88.20/hour
Project Engineer	\$88.20/hour
Cost Estimator	\$132.30/hour
Safety Officer	\$121.28/hour
Schedule Administrator	\$88.20/hour
Quality Control Manager	\$121.28/hour

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within N/A ( N/A ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

### § 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty-Five ( 35 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

*(Insert rate of monthly or annual interest agreed upon.)*

4.0% % per annum

Init.

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## ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

### § 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

5.0%

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

7.0%

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

10.0%

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed Seventy-Five percent ( 75 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

§ 6.1.7 Other:

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

### § 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

### § 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## **ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**

### **§ 7.1 Costs to Be Reimbursed**

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

### **§ 7.2 Labor Costs**

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

### **§ 7.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

### **§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of

the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

**§ 7.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Costs of the Construction Manager's site office, including general office equipment and supplies.

**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**§ 7.6 Miscellaneous Costs**

**§ 7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

**§ 7.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

**§ 7.6.1.2** Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

**§ 7.6.3** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

**§ 7.6.4** Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

**§ 7.6.5** Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

**§ 7.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

### § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

### § 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

## **ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## **ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS**

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

## **ARTICLE 10 ACCOUNTING RECORDS**

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and

copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of six (6) years after final payments required by Minnesota Statutes, Section 16C.05 subd. 5.

## **ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

### **§ 11.1 Progress Payments**

**§ 11.1.1** Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

**§ 11.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 11.1.3** Provided that an Application for Payment is received by the Architect not later than the Fifteenth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the Thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 11.1.4** With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

**§ 11.1.5** Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

**§ 11.1.5.1** The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

**§ 11.1.5.2** The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

**§ 11.1.5.3** When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

**§ 11.1.6** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**§ 11.1.7** In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 11.1.7.1** The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

#### § 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

5.0%

§ 11.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager’s Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner.

## § 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager’s responsibility to cause Work to be corrected as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner’s final payment to the Construction Manager shall be made no later than thirty-five (35) days after the issuance of the Architect’s final Certificate for Payment and otherwise pursuant to the Prompt Payment Act.

§ 11.2.2 Within 30 days of the Owner’s receipt of the Construction Manager’s final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors’ findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect’s reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:



**§ 11.2.4** If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

### **§ 11.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

4.0 % per annum

## **ARTICLE 12 DISPUTE RESOLUTION**

### **§ 12.1 Initial Decision Maker**

**§ 12.1.1** Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### **§ 12.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Article 15 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## **ARTICLE 13 TERMINATION OR SUSPENSION**

### **§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment**

**§ 13.1.1** If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

**§ 13.1.2** In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.3** Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

**§ 13.1.4** In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.5** If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1** Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2** Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3** Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

**§ 13.1.6** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

**§ 13.1.6.1** If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

### **§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment**

#### **§ 13.2.1 Termination**

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

### § 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

### § 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

### § 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

## ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### § 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.2.3 Other provisions:

### § 14.2.4 Data Practices Act

Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained or disseminated by Construction Manager is subject to the Minnesota Government Data Practices Act, chapter

13.

#### **§ 14.2.5 Construction Manager Payment of Subcontractors**

Construction Manager must pay all Subcontractors pursuant to the Prompt Payment Act including but not limited to subd 4a.

### **§ 14.3 Insurance and Bonds**

#### **§ 14.3.1 Preconstruction Phase**

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

**§ 14.3.1.1 Commercial General Liability** with policy limits of not less than One Million Dollars and No Cents (\$ 1,000,000.00 ) for each occurrence and Two Million Dollars and No Cents (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

**§ 14.3.1.2 Automobile Liability** covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars and No Cents (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 14.3.1.3** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 14.3.1.4 Workers' Compensation** at statutory limits and Employers Liability with policy limits not less than One Million Dollars and No Cents (\$ 1,000,000.00 ) each accident, One Million Dollars and No Cents (\$ 1,000,000.00 ) each employee, and One Million Dollars and No Cents (\$ 1,000,000.00 ) policy limit.

**§ 14.3.1.5 Professional Liability** covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and No Cents (\$ 2,000,000.00 ) per claim and One Million Dollars and No Cents (\$ 2,000,000.00 ) in the aggregate.

#### **§ 14.3.1.6 Other Insurance**

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

#### **Coverage**

#### **Limits**

**§ 14.3.1.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 14.3.1.8** The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

### **§ 14.3.2 Construction Phase**

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

Init.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 14.5 Other provisions:

## ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

- .6 Other Exhibits:  
*(Check all boxes that apply.)*

☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:

*(Insert the date of the E234-2019 incorporated into this Agreement.)*

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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- .7 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement is entered into as of the day and year first written above.

**OWNER** *(Signature)*

Steve Stahmer, City Administrator  
*(Printed name and title)*

**CONSTRUCTION MANAGER** *(Signature)*

Tom H. Brown, President  
*(Printed name and title)*



Init.  
/

# **Additions and Deletions Report for**

## **AIA® Document A133® – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:59:31 CT on 01/17/2024.

### **PAGE 1**

**AGREEMENT** made as of the 16th day of January in the year 2024

...

*(Name, legal status, address, and other information)*

City of Rogers, Other  
Rogers City Hall  
22350 South Diamond Lake Road  
Rogers, MN 55374  
Telephone Number: 763-428-2253  
Fax Number: 763-428-4470

...

*(Name, legal status, address, and other information)*

Terra General Contractors, Limited Liability Company  
dba Terra Construction  
21025 Commerce Blvd., Ste 1000  
Rogers MN 55374  
Telephone Number: 763.463.0220  
Fax Number: 763.463.0290

...

24-818 Rogers Indoor Turf Facility

...

TBD  
**PAGE 2**

**EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT**Intentionally Omitted  
**PAGE 3**

Steve Stahmer  
Rogers City Hall  
22350 South Diamond Lake Road  
Rogers, MN 55374  
Telephone Number: 763-428-2253  
Fax Number: 763-428-4470

...

Email Address: [sstahmer@rogersmn.gov](mailto:sstahmer@rogersmn.gov)

PAGE 4

TBD

...

Tom H. Brown

...

Telephone Number: 763.463.0242

Fax Number: 763.463.0290

Mobile Number: 612..384-5522

Email Address: tbrown@terragc.com

PAGE 5

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Assignment of Prime Contracts, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

...

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the ~~Owner-Owner~~; to furnish efficient construction administration, management ~~services~~, services and supervision; to furnish at all times an adequate supply of workers and materials; and to ~~perform the Work~~ ensure that the work is performed in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

...

**§ 2.3.1** For the Preconstruction Phase, AIA Document A201<sup>TM</sup>-2017, A201<sup>TM</sup>-2007, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law; only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. A201-2007 shall mean the Construction Manager, provided, however, that Construction Manager shall not be a constructor and shall carry out none of the work with its own forces other than incidental general conditions necessary to perform its management service in the facilitation of Work by the Prime Contractors whose contracts will be assigned to Construction Manager by the Owner pursuant to Exhibit B to the Agreement.



## **§ 2.4 Prime Contractors and Assignment of Contracts**

All Work for the Project shall be carried out by the Prime Contractors who shall competitively bid pursuant to Minnesota Statutes, Section 471.345 based on defined scopes of work prepared by Construction Manager and Architect, as approved by the Owner. Upon assignment of each Prime Contractor-Owner agreement, the Prime Contractors shall be referenced as "Subcontractor" in the AIA Document A201–2007, General Conditions. The Prime Contractors are referred to in this Agreement as "Subcontractors."

## **§ 2.5 Bidding Instructions and Construction Manager-Subcontractor Agreements**

If Construction Manager and Owner agree to proceed with a construction manager at risk during the Project construction phase, Subject to Owner approval, Construction Manager shall provide in the bidding instructions the process by which the Prime Contractors awarded contracts for the Work shall be Subcontractors in the A201-2007 General Conditions and perform the Work under the Construction Manager who shall be identified in the A201-2007 as the General Contractor. Construction Manager shall further provide for Owner review and approval, any modifications to the Construction Manager-Subcontractor contracts for the Project for inclusion in the Project Manual published for all bidders.

### **PAGE 8**

GMP to be established with an amendment to this agreement no later than thirty (30) days after completed Construction Documents have been provided to the Contractor, the Contractor shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies.

### **PAGE 9**

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.**INTENTIONALLY OMITTED**

### **§ 3.3.2.3 Monthly Report**

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.**INTENTIONALLY OMITTED**

### **PAGE 10**

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201–2017 Section 2.2.**INTENTIONALLY OMITTED**

...

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, Manager; provided, however, that the Owner's representative shall have only such authority as expressly delegated in writing by the Owner's council and absent such delegation the Owner's representative shall have no authority to extend the Contract time of performance or increase the Contract Price. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

### **PAGE 11**

Preconstruction Costs for:

- Scheduling Services

- Estimating Services
- Meetings
- RFP for Architect and Civil
- Bidding and Establishment of GMP

...

Terra will perform preconstruction services on an hourly basis. We estimate the cost will range between \$30,000 and \$50,000.

...

<u>Project Executive</u>	<u>\$132.30/hour</u>
<u>Pre-Construction Manager</u>	<u>\$132.30/hour</u>
<u>Project Manager</u>	<u>\$121.28/hour</u>
<u>Assistant Project Manager</u>	<u>\$88.20/hour</u>
<u>Senior Superintendent</u>	<u>\$121.28/hour</u>
<u>Project Superintendent</u>	<u>\$110.25/hour</u>
<u>Assistant Superintendent</u>	<u>\$88.20/hour</u>
<u>Administrative Assistant</u>	<u>\$88.20/hour</u>
<u>Project Engineer</u>	<u>\$88.20/hour</u>
<u>Cost Estimator</u>	<u>\$132.30/hour</u>
<u>Safety Officer</u>	<u>\$121.28/hour</u>
<u>Schedule Administrator</u>	<u>\$88.20/hour</u>
<u>Quality Control Manager</u>	<u>\$121.28/hour</u>

...

**§ 5.1.3** If the Preconstruction Phase services covered by this Agreement have not been completed within N/A ( N/A ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

**§ 5.2.2** Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty-Five ( 35 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

4.0% % per annum

**PAGE 12**

5.0%

...

7.0%

...

10.0%

**§ 6.1.5** Rental rates for Construction Manager-owned equipment shall not exceed Seventy-Five percent ( 75 %)  of the standard rental rate paid at the place of the Project.

**PAGE 16**

The Construction Manager shall keep full and detailed records and accounts related to the ~~Cost-cost~~ of the ~~Work, Work~~ and exercise such ~~controls, controls~~ as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, ~~job cost reports~~, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, ~~Subcontractor's invoices~~, purchase orders, vouchers, ~~memoranda, memoranda~~ and other data relating to this Contract. The Construction Manager shall preserve these records for a period of ~~three years after final payment, or for such longer period as may be required by law.~~

six (6) years after final payments required by Minnesota Statutes, Section 16C.05 subd. 5.

PAGE 17

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifteenth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the Thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

PAGE 18

5.0%

PAGE 19

- .1 the Construction Manager has fully performed the ~~Contract, Contract~~ except for the Construction Manager's responsibility to ~~correct Work as provided in Article 12 of AIA Document A201-2017,~~ cause Work to be corrected as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;

...

- .3 a final Certificate for Payment has been issued by the Architect ~~in accordance with Section 11.2.2.2-Architect.~~

The Owner's final payment to the Construction Manager shall be made no later than thirty-five (35) days after the issuance of the Architect's final Certificate for Payment and otherwise pursuant to the Prompt Payment Act.

PAGE 20

4.0 % per annum

...

- [ ☒ ] Litigation in a court of competent jurisdiction

PAGE 22

§ 14.2.3 Other provisions:

#### § 14.2.4 Data Practices Act

Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained or disseminated by Construction Manager is subject to the Minnesota Government Data Practices Act, chapter 13.

#### § 14.2.5 Construction Manager Payment of Subcontractors

Construction Manager must pay all Subcontractors pursuant to the Prompt Payment Act including but not limited to subd 4a.

PAGE 23

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars and No Cents (\$ 1,000,000.00 ) for each occurrence and Two Million Dollars and No Cents (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars and No Cents (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars and No Cents (\$ 1,000,000.00 ) each accident, One Million Dollars and No Cents (\$ 1,000,000.00 ) each employee, and One Million Dollars and No Cents (\$ 1,000,000.00 ) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and No Cents (\$ 2,000,000.00 ) per claim and One Million Dollars and No Cents (\$ 2,000,000.00 ) in the aggregate.

**PAGE 25**

Steve Stahmer, City Administrator

Tom H. Brown, President

## **Certification of Document's Authenticity**

### **AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:59:31 CT on 01/17/2024 under Order No. 4104241899 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Dated)



## REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: February 13, 2024

Agenda Item: No. 7.3

**Subject:** Consideration of an Amendment to the Purchase Agreement with NAI Legacy Related to Sale Price

**Prepared By:** Brett Angell, Community Development Director

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### **Recommended City Council Action**

Consider the First Amendment to the Purchase Agreement with Structure Real Estate, LLC amending the sale price to \$200,000.

### **Overview / Background**

At the October 24, 2023 meeting, the City Council approved a purchase agreement for the sale of a portion of city-owned property at PID 23-120-23-41-0006 (adjacent to Miller Chevrolet) to Structure Real Estate, LLC for the future development of a small bay warehouse building. The proposed sale price at that time was for a total of \$300,000 with contingencies related to soils testing and land use approvals.

Following the full execution of the purchase agreement, the buyer began the due diligence phase and conducted site testing which identified a need for additional soil work at the property to make it developable. The buyer received a quote for the site work from Fehn Companies which identified \$119,600 in soil correction costs to export unsuitable soils and backfill with imported soils. A copy of the proposal is attached.

Due to this expense, the buyer has submitted a proposed amendment to the purchase agreement reducing the total purchase price from \$300,000 down to \$200,000. Should this amendment be granted, it will not impact timing of when the buyer will close on the property and sitework would be anticipated to begin in late spring/early summer. The buyer anticipates submitting plans for land use approvals in the near future.

As a reminder, the sales portion of the proposed sale is approximately 2.3 acres of the entire site. The city is currently working with Sambatek to replat the property which, once completed, will create this lot as well as three other parcels. One of these additional parcels will have the potential to be sold in the future for private development.

### **Staff Recommendation**

Staff recommends the City Council consider an amendment to the Purchase Agreement for the sale of city-owned property reducing the sale price.

### **ATTACHMENTS:**

Description

First Amendment to Purchase Agreement

Soil Work Proposal  
Location Map



## AMENDMENT TO PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.

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1. Date January 29th, 2024

2. Page \_\_\_\_\_ of \_\_\_\_\_ pages

3. The undersigned parties to a Purchase Agreement, dated November 8th 2023

4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at

5. TBD Church Avenue Rogers MN

6. hereby mutually agree to amend said Purchase Agreement as follows:

7. Buyer and Seller agree to Amend the Purchase Price to \$200,000.00.

8.

9.

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29.

30. All other terms and conditions of the Purchase Agreement to remain the same.

31. \_\_\_\_\_  
(Seller) (Date) (Buyer) (Date)

32. \_\_\_\_\_  
(Seller) (Date) (Buyer) (Date)

33. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**

34. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**





**Dave Steele**  
Senior Estimator / Project Manager  
5050 Barthel Industrial Dr.  
Albertville, MN 55301  
(763) 497-2428 Office  
(763) 257-3093 Cell  
[dsteeler@fehncompanies.com](mailto:dsteeler@fehncompanies.com)

November 9, 2023

Wayde Johnson  
Amcon

RE: Rogers Tech Center - BUDGET

Wayde:

The following Earthwork proposal is per concept site plan dated 9-14-23 and AET's Geotechnical report dated 2-10-20:

• Install silt fence, storm inlet protection, and one rock construction entrance	
• Remove pavements and trees as necessary	
• Strip topsoil and stockpile onsite for respread	
• Grade site within 0.1' of proposed subgrade elevations	
• Import common to balance site	
• Excavate & backfill footings utilizing material from excavation for backfill	
• Import & place 6" of sand under building SOG	
• Import & place 4" of class 5 under sidewalks	
• Import & place 6" of class 5 under concrete pavements	
• Backfill curbs	
• Respread 6" of salvaged topsoil at green areas	
• Export excess topsoil	
• Finish Grading	Earthwork..... \$255,785.00
• Utilities (water, sanitary and storm budget)	Utilities..... \$147,630.00
	Total Budget..... \$403,415.00
• Soil Correction – excavate soft soils and backfill with onsite soils	Add..... \$ 19,700.00
o The soils have high moisture content, so this will need to be done in summer so that the soils can be farmed on site to get moisture content to an acceptable level	
• Soil Correction – export soft soils and backfill with imported soils	Add..... \$119,600.00

Excludes:

- Bonds or Permits
- Special insurance requirements such as but not limited to completed operations, waiver of subrogation, pollution insurance etc.
- Back charges without notification prior to others repairing/replacing defective work or damaged materials and reasonable time for Fehn to research and correct accordingly
- Surveying, testing, as-builts
- Private utility locates
- Traffic control, barricades, or fencing
- Temporary site utilities
- SWPPP inspections, maintenance, or temporary stabilization
- Temporary rock roads or pads
- Dewatering
- Removals other than stated above
- Buried or hidden debris, contaminated soils, unregulated soils
- Import or export of materials other than stated above
- Mucking of footings, building pad or parking lot
- Sheeting, shoring, underpinning
- Soil correction
- Insulation, vapor barrier or drain tile
- Class 5 base under curbs or bituminous
- Concrete or bituminous paving
- Seeding, sod, erosion blanket, planting soils or landscaping
- Winter conditions or road restrictions

Sincerely,

*Dave Steele*

Dave Steele  
Senior Estimator/Project Manager

Proposal Valid for 30 Days

**CITY OF ROGERS – STRUCTURE REAL ESTATE, LLC PROPERTY SALE  
SALE AREA EXHIBIT**







## REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: February 13, 2024

Agenda Item: No. 7.4

**Subject:** Motion to Approve the Purchase of a Midwest Fire Apparatus Mini Pumper and Associated Equipment

**Prepared By:** Chief Patrick Farrens

---

### **Recommended City Council Action**

Motion to authorize the purchase of a Midwest Fire Mini Pumper and Associated Equipment not to exceed \$456,505.

### **Overview / Background**

The City Council approved the 2024-2025 equipment list with the condition that if an item is more than 20% over the estimated price in the Financial Management Plan (FMP) or over \$100,000 it would require further Council approval.

Fire department staff has been working with Midwest Fire Apparatus to obtain a new F550 Mini Pumper with associated equipment, through the Sourcwell Contract Program. The estimated price approved in the Financial Management Plan was \$425,000 and 20% percent above that is \$531,250.

The price quoted for the mini pumper is \$424,505 which is under the estimated \$425,000 FMP quoted price. However, additional equipment including radios, thermal imaging camera, fire hose, four gas monitor, and combination extrication tool in the amount of \$32,000 is needed to make the truck whole. Where possible, existing equipment is being used or repurposed to this apparatus including nozzles, loose tools, self-contained-breathing-apparatus packs, and more. Despite this effort this equipment will place the total project cost at \$456,505. This equipment was originally planned to be included in the total \$425,000 price, but equipment costs have continued to rise and a number of spare equipment items have been found to be in need of replacement.

The City currently does not have a mini-pumper in its fleet. This apparatus is being designed to fill a gap between a large fire engine, and a utility pickup, providing responders the ability to fight fire, respond to extrication incidents, etc. while reducing continued wear and tear on larger apparatus. In addition, this piece of equipment would be used to facilitate the start of a duty crew program for the City of Rogers, which will need to be implemented to help keep response expectations reasonable for our paid-on-call firefighters.

### **Staff Recommendation**

Approve the motion to authorize the purchase of a Midwest Fire Mini Pumper and Associated Equipment not to exceed \$456,505.

**Financial Impact:** 456,505  
**Notes:**

**Budgeted?** Yes

**Source Fund:**

**ATTACHMENTS:**  
Description



**REQUEST FOR ACTION  
ROGERS CITY COUNCIL**

**Meeting Date:** February 13, 2024

**Agenda Item:** No. 10.1

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

**Prepared  
By:**

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