AGENDA

ROGERS CITY COUNCIL

April 9, 2024 - 7:00 PM

Work Shop 5:30

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. OPEN FORUM

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

3. PRESENTATIONS

4. APPROVE AGENDA

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

5. CONSENT AGENDA

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

5.1 Approval of March 26, 2024 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Approval of Application for Exempt Gambling Permit for Rogers Royals Cheerleading Booster Club for May 11, 2024

5.4 Approval of Joint and Cooperative Agreement for the Formation and Administration of the Anoka-Hennepin Narcotics and Violent Crimes Task Force

5.5 Approval of Ongoing Training for Rogers Police Department

5.6 Approval of Resolution No. 2024-40, A Resolution Approving the Application to Fill Wetlands to Facilitate Roers Apartment Development Project

5.7 Approve Change Order No. 2 for Fire Station 2, City Project No. 2209

5.8 Approve Professional Services Agreements with JLG Architects, for Multipurpose Indoor Turf Facility, City Project No. 2201

5.9 Approval of Resolution 2024-44 Accepting Utility Improvements and Authorizing a Letter of Credit Reduction for Towns at Fox Creek 2nd Addition

5.10 Approval of Items Related to Big Woods 2nd Addition Final Plat

- Approve Resolution 2024-37; Approving the Final Plat of Big Woods Crossing 2nd Addition

- Authorizing the Execution of a Developers Agreement for Big Woods Crossing 2nd Addition

5.11 Approval of Items Related to Aster Mill Third Addition Final Plat

- Approve Resolution 2024-41 Approving the Final Plat of Aster Mill 3rd Addition.
- Authorizing the Execution of Subdivision Agreement for Aster Mill 3rd Addition

5.12 Authorization of Backfill Process Due to Administrative Assistant Retirement

6. PUBLIC HEARINGS

7. GENERAL BUSINESS

7.1 Accept Resignation/Retirement of Melody Swanson

7.2 Accept Resignation/Retirement of Gary Buysse

7.3 Adopt Ordinance 2024-02, Centerpoint Energy Gas Franchise Ordinance and Summary Ordinance 2024-02

7.4 2023 Public Safety Aid Expenditure List/Plan

7.5 Approval of a Purchase Agreement for the Sale of City-Owned Property at Rogers Drive and 136th Ave (PIDs 1412023420015 and 1412023420021)

8. OTHER BUSINESS

9. CORRESPONDENCE AND REPORTS

10. ADJOURN TO CLOSED SESSION

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

Council will adjourn to closed session to discuss the potential sale of real properties owned by the City, pursuant to Minnesota Statute 13D.05, subdivision 3(c).

- SE Portion of PID 1412023210022
- PID 2312023120014
- Portion of right-of-way at 134th Avenue and Rogers Drive (no PID)

11. ADJOURN

Meeting Date: April 9, 2024

REQUEST FOR ACTION
ROGERS CITY COUNCIL

Agenda Item: No. 5.1

Subject: Approval of March 26, 2024 City Council Meeting Minutes

Prepared By: Stacie Brown, City Clerk

Recommended City Council Action
Motion to approve March 26, 2024 City Council Meeting minutes.

Staff Recommendation
Motion to approve March 26, 2024 City Council Meeting minutes.

ATTACHMENTS:

Description

03.26.24 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, March 26, 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, and Amy Enga
Council excused: Mark Eiden

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

2. Open Forum (occurred at end of meeting)
Ashi Wahba, 13475 Red Fox Road – Mr. Wahba expressed concerns (also shared by his tenants) with Duffy Development's ongoing timeline for the senior apartment project on Main Street. He noted that discussions regarding this project have been in process for over three years, and he would like Council to set a deadline. He added that the expenses are growing with each delay, and he would like to know what to expect relative to the properties he owns on Main Street.

3. Presentations
None.

4. Approve Agenda
Set as submitted.

5. Consent Agenda

- **5.1 Approval of the March 12, 2024 City Council Meeting Minutes**
- **5.2 Approval of Bills and Claims**
- **5.3 Approval of Special Event Permit Application for Rockin' Rogers; June 20-23, 2024**
- **5.4 Approval of Temporary On-Sale Liquor License for the Rogers Lions Club for Rockin' Rogers; Liquor Sales from June 20-22, 2024**
- **5.5 Approval of Application from the Rogers Lions Club to Conduct Charitable Gambling at Rockin' Rogers, Located at 21201 Memorial Drive, Rogers, Minnesota**
  - **Approval of Application to Conduct Off-Site Gambling at Rockin' Rogers, June 20-23, 2024**
  - **Approval of Resolution 2024-35; Providing Municipal Approval to the Issuance of a Minnesota Gambling License to the Rogers Lions Club for Rockin' Rogers**
- **5.6 Approval of Resolution 2024-28, a Resolution Authorizing Rockin' Rogers Day Parade and Support Services for the Event**

5.7 Approval of Resolution 2024-22, Granting Approval of the Preliminary and Final Plat for Uptown Rogers 3rd Addition

5.8 Approve the Purchase of Replacement Combination Goal Frames and Posts for North Community Park

5.9 Approve Professional Services Agreement with Bolton & Menk, Inc. for the Condition Assessment for Sewer Collection Lift Stations

5.10 Approval of Resolution 2024-30, a Resolution Recognizing Public Works Week for 2024

5.11 Approval of Resolution 2024-32, a Resolution Restricting Parking for Segments on 129th Avenue North from Oakwood Drive to Main Street

5.12 Approval of Parks and Recreation Advisory Commission Appointments

5.13 Approval of Items Related to Skye Meadows Seventh Addition Final Plat

- **Approve Resolution 2024-33, a Resolution Approving Final Plat of Skye Meadows Seventh Addition**
- **Authorize Execution of Subdivision Agreement for Skye Meadows Seventh Addition**

5.14 Approve Purchase of Fire Department Uniform Items

5.15 Approval of Resolution 2024-34, a Resolution Recognizing April 8-12 as Severe Weather Awareness Week

5.16 Accept Resignation of Paid-on-Call Firefighter Ezekiel Castro

5.17 Setting a Workshop of the City Council for April 9, 2024 at 5:30 p.m. at the Rogers Community Room, 21201 Memorial Drive, Rogers, MN

5.18 Approval of City Administrator's Annual Performance Review

5.19 Approval of Resolution 2024-29, a Resolution Declaring May 18, 2024 as Rogers Clean-Up Day

Councilor Klick moved, Councilor Enga seconded a motion to approve the Consent Agenda. Motion carried 4-0.

6. Public Hearings

None held.

7. General Business

7.1 Approval of Resolution 2024-36 Accepting Donation from Nissan North America

Fire Chief Farrens explained that Rogers Firefighter Matthew Kro works for Nissan, and the company donates vehicles to schools and public safety agencies for training. The company has offered a Nissan Leaf to the Rogers Fire Department for the purpose of extrication training. The value of this donation is $4,000, and the agreement specifies that the vehicle may not be driven. Once it has been used for training, Burda's Towing has agreed to take it to a scrap yard. Farrens noted that it has become more difficult to get used cars for training due to increased prices.

Mayor Ihli expressed appreciation to Nissan North America, Inc. for this donation to the Rogers Fire Department.

Mayor Ihli moved, Councilor Enga seconded a motion approving Resolution 2024-36, Accepting a Donation from Nissan North America. Motion carried 4-0.

7.2 Authorization to Hire Jennifer Williams as Communications Coordinator

Assistant Administrator/HR Director Scharber provided a background on the hiring process for this position. She explained that after the previously selected candidate withdrew, two additional candidates were interviewed, and Jennifer Williams was selected unanimously for the position. Scharber shared details on Ms. Williams' education and professional experience, and stated that her anticipated start date will be April 15, 2024.

Councilor Klick moved, Councilor Jullie seconded a motion granting authorization to hire Jennifer Williams as Communications Coordinator. Motion carried 4-0.

7.3 Approval of Resolution 2024-24; Approving Preliminary and Final Plat for Stieg Woods

Community Director Angell presented details on the Stieg Woods site, including location, total area, and current use of agricultural purposes. This property is zoned as R4, and is guided for mixed residential and protected resources (natural areas). Angell shared a map of the area, and reviewed past actions related to the property. The preliminary and final plat before Council tonight divides this property into six different outlots. Outlot C would be retained by the Stieg family, with no current plans to make alterations to that property. Outlot A would be the road corridor connecting to County Road 116, Outlots D and E would be for future stormwater/floodplain needs, and Outlot B and F would be woodlands and a protected park. Angell added that any future potential plans for a subdivision or development on Outlot C would have to go through the full development/planning process. He shared that the Planning Commission unanimously recommended approval of this item.

Mayor Ihli noted this project has been on the horizon for some time, with a grant having been received from the State for it. This will be a nice setting for the community. Councilor Jullie asked for a recap for the ownership of the Outlots. Public Works Director/City Engineer Cote explained that the Stiegs currently retain ownership of the entire parcel, and the City has a letter of intent to purchase all but Outlot C, which the Stiegs would retain post-purchase agreement. Jullie asked if Outlot A would become right-of-way when the time comes to extend the parkway to the west, and Cote confirmed that is correct.

From the audience, resident Jim Kelley asked how much the City is paying for this. Mayor Ihli explained that the City isn't paying for this as a grant was received from the State to pay for it. Cote added that the grant received was the Lessard-Sams Open Space Heritage Council Grant administered by the Department of Natural Resources, in the amount of $1,000,020. Councilor

Jullie inquired about the timing of the purchase. Cote explained the purchase would be made before the roadway is put through, and dedicate it as right-of-way when the roadway is built.

From the audience, resident Jim Kelley asked if the City will we get this grant every year, or if it happens by accident. Council and staff clarified that this grant was awarded through an application process. Angell added that each grant has a set allocation on a yearly basis, and applications are scored as they are received by the State. Awards are dependent on how much funding is available each year.

Mayor Ihli moved, Councilor Klick seconded a motion approving Resolution 2024-24, Approving Preliminary and Final Plat for Stieg Woods. Motion carried 4-0.

7.4 Approval of Resolution 2024-31, a Resolution Supporting Retention of City Zoning Authority

Community Development Director Angell presented Resolution 2024-31, which states the City's position against a bill which is currently under consideration at the House and Senate. The bill in question has been discussed by Council and staff over recent weeks, and is commonly being referred to as the Missing Middle Housing Bill. The authors of this bill have presented it as an attempt to address housing shortages and increase affordable housing within the entire state. However, some of the language and provisions could be seen as extremely concerning from a City and staff perspective. As a result, a number of cities across the metro, the League of Minnesota Cities, and Metro Cities have started to speak out against this bill.

Angell reviewed the areas of concern with this bill, including elimination of single-family zoning, allowing for duplexes, triplexes, quads, and in some areas more units on residential lots. Other concerns include the reduction (or elimination_ of off-street parking requirements, reductions in garage stall requirements, lesser ability to enforce or implement height restrictions on buildings, and removal of any ability enact sod requirements. This bill would also create an administrative approval process, removing the public process. Angell stated there are many points of concern with this bill, and a lack of understanding of the impacts it could have on infrastructure, including utilities and roads. It also ignores many decades of planning, which would have to be redone. If allowed by right, this would remove public participation and the ability for people to speak out with concerns. The proposed Resolution states the City's position against the proposed bill as it moves through consideration with the House and Senate.

Councilor Klick noted that Representative Danny Nadeau has stated he will vote against this bill, and asked if the City has heard from Senator John Hoffman. Angell replied that to his knowledge, the City has not heard from Senator Hoffman (as of last week). He added that recently, there has been more public opposition to this bill. However, it has had bipartisan support.

Mayor Ihli expressed that this is alarming for development and communities, giving all the power to St. Paul.; and it's going to affect a lot of people. He stated that he definitely approves of this

Resolution, as the City needs to do whatever can be done to to stop it. He added that he has sent a note to Senator Hoffman, and has not heard back. Councilor Enga shared that she also sent Senator Hoffman a note, and did hear back from him. His response indicated that he is taking her perspective into consideration, as well as the other stakeholders on this bill. Councilor Enga added that this bill was likely brought forth to address the shortage of affordable housing, which is a nationwide issue. However, she doesn't agree with removing the local community's ability to plan, and doesn't think this is the way to address it.

Councilor Klick shared that in recent discussion on LinkedIn, someone from Housing First said that specific cities are doing this poorly, which is what it is aimed at. However, she does not feel that Rogers is doing it poorly. She is in favor of the Resolution, and feels it's a shame that is how government operates, with everyone having to do things the same way. Councilor Enga expressed support for the Resolution as well.

Councilor Klick moved, Councilor Enga seconded a motion approving Resolution 2024-31, Supporting the Retention of City Zoning Authority. Motion carried 4-0.

8. Other Business
None.

9. Correspondence and Reports
No action taken.

10. Adjourn
Mayor Ihli adjourned the meeting at 7:26 p.m.

Respectfully submitted,

Stacie Brown
City Clerk

Meeting Date: April 9, 2024

REQUEST FOR ACTION
ROGERS CITY COUNCIL

Agenda Item: No. 5.2

Subject: Approval of Bills and Claims

Prepared By: Bridget Bruska, Finance Director

Recommended City Council Action
Motion to approve bills and claims as presented.

Staff Recommendation
Motion to approve bills and claims as presented.

ATTACHMENTS:

Description

AP Cover Sheet
03-22-2024 Checks #91755-91816
03-29-2024 Checks #91817-91882
03-29-2023 Checks #91883-91892
March Purchasing Cards

CITY OF ROGERS
04.09.2024 CITY COUNCIL MEETING
OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAI

City Payroll Checks, Taxes & Misc Fees Paid		
3/21/2024	ADP Child Support/Garnishment	149.62
3/21/2024	ADP Direct Deposits	226,948.67
3/21/2024	ADP Payroll Taxes	86,180.52
3/21/2024	Avesis (Employee Paid Supplemental Plan)	344.26
3/26/2024	Colonial Life (Employee Paid Supplemental Plan)	227.58
3/25/2024	Group Health EAP Charges	147.00
3/27/2024	ICMA Deferred Compensation	2,346.14
4/2/2024	Optum Health Plan Fund	6,646.55
3/26/2024	PERA	65,370.57
3/27/2024	State of MN HCSP	10,376.15
3/27/2024	State of MN HCSP	3,329.05
4/2/2024	Standard Life Insurance - April	1,669.85
Payroll & Misc Fee Expenditures		403,735.96
City Checks Paid		
3/22/2024	Check Batch #71755-91816	286,921.28
3/29/2024	Check Batch #91817-91882	250,898.19
3/29/2024	Check Batch #91883-91892	469.79
City Check Expenditures		538,289.26
City Misc ACH/Wires Paid		
4/2/2024	Credit Card Fees City	13,139.53
4/2/2024	Civic Pay Fees Utility Billing	4,658.47
3/19/2024	US Bank Credit Cards - March	44,754.43
3/20/2024	MNDOR - City Sales Tax	2,766.00
City ACH/Wire Expenditures		65,318.43
City Total To Be Approved		**1,007,343.65**
Liquor Misc ACH/Wires Paid		
4/2/2024	Credit Card Processing Fees - Muni	961.43
Liquor ACH/Wire Expenditures		961.43
Liquor Total to Be Approved		**961.43**

Accounts Payable

Computer Check Proof List by Vendor

User: gpudas
Printed: 03/21/2024 - 4:28PM
Batch: 00003.03.2024

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: alete	Alexandria Technical & Community College			Check Sequence: 1	ACH Enabled: False
00150290	SharePoint Training	1,139.44	03/22/2024	100-410-1330-44360-0000	
	Check Total:	1,139.44			
Vendor: belco	Bellboy Corporation			Check Sequence: 2	ACH Enabled: False
0202952900	Wine	81.65	03/22/2024	609-497-9760-42530-0000	
0202952900	Liquor	986.74	03/22/2024	609-497-9760-42510-0000	
	Check Total:	1,068.39			
Vendor: bolme	Bolton & Menk, Inc.			Check Sequence: 3	ACH Enabled: False
0332034	129th Avenue Reconstruction Project - Phase 2	41,742.00	03/22/2024	402-430-3121-43030-2403	
0332035	2024 Topographic Survey & Signal Rehabilition	2,207.00	03/22/2024	401-430-3121-43030-2401	
	Check Total:	43,949.00			
Vendor: bouim	Bourget Imports LLC			Check Sequence: 4	ACH Enabled: False
204975	Wine	386.50	03/22/2024	609-497-9760-42530-0000	
	Check Total:	386.50			
Vendor: Wirbe	BreakThru Beverage Minnesota			Check Sequence: 5	ACH Enabled: False
114723038	Liquor	16,022.07	03/22/2024	609-497-9760-42510-0000	
114723038	Mix	213.36	03/22/2024	609-497-9760-42540-0000	
114723038	Wine	274.90	03/22/2024	609-497-9760-42530-0000	
114824516	Mix	268.54	03/22/2024	609-497-9760-42540-0000	
114824516	Liquor	6,462.39	03/22/2024	609-497-9760-42510-0000	
114824516	Wine	244.35	03/22/2024	609-497-9760-42530-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	23,485.61			
Vendor: terpo	Brookfield Renewable			Check Sequence: 6	ACH Enabled: False
200100218372	RWAS Solar February	79.39	03/22/2024	609-497-9760-43810-0000	
	Check Total:	79.39			
Vendor: bwbot	BW Bottling			Check Sequence: 7	ACH Enabled: False
2582	THC	240.00	03/22/2024	609-497-9760-42535-0000	
	Check Total:	240.00			
Vendor: capbe	Capitol Beverage			Check Sequence: 8	ACH Enabled: False
2957851	Beer Credit	-7.99	03/22/2024	609-497-9760-42520-0000	
2957897	Beer	6,965.25	03/22/2024	609-497-9760-42520-0000	
2957897	Pop/Mix	50.39	03/22/2024	609-497-9760-42540-0000	
	Check Total:	7,007.65			
Vendor: embpw	Century Link			Check Sequence: 9	ACH Enabled: False
313022581	TELEPHONE SERVICE - Hassan Town Hall Fe	62.02	03/22/2024	100-410-1940-43210-0000	
	Check Total:	62.02			
Vendor: berbe	Chas. A. Bernick, Inc.			Check Sequence: 10	ACH Enabled: False
10192161	THC	72.72	03/22/2024	609-497-9760-42535-0000	
10192162	Beer	1,548.60	03/22/2024	609-497-9760-42520-0000	
10192163	Muni Bar Beer	141.20	03/22/2024	609-497-9770-42520-0000	
10192164	Muni Bar Beer Credit	-13.04	03/22/2024	609-497-9770-42520-0000	
	Check Total:	1,749.48			
Vendor: cinco	Cintas Corporation			Check Sequence: 11	ACH Enabled: False
4186312434	Community Room Floor Mats 3/13/24	8.86	03/22/2024	100-410-1941-44060-0000	
	Check Total:	8.86			
Vendor: citro	City of Rogers			Check Sequence: 12	ACH Enabled: False
003412-000	RWAS Water February	52.40	03/22/2024	609-497-9760-43820-0000	
003952-000	Muni Water February	105.60	03/22/2024	609-497-9770-43820-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
004730-000	Sewer/Water-CR Feb	89.11	03/22/2024	100-410-1941-43820-0000	
004730-000	Sewer/Water-FD Feb	9.90	03/22/2024	100-420-2210-43820-0000	
007397-000	PD Water/Sewer - February	95.61	03/22/2024	100-420-2100-43820-0000	
	Check Total:	352.62			
Vendor: cit	Computer Integration Technologies Inc			Check Sequence: 13	ACH Enabled: False
371152	Monthly Web Filter April	175.00	03/22/2024	100-410-1330-43190-0000	
371604	Endpoint Detection Monthly Service April	423.00	03/22/2024	100-410-1330-43190-0000	
	Check Total:	598.00			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 14	ACH Enabled: False
2133266	Beer Credit-Overcharged	-24.00	03/22/2024	609-497-9760-42520-0000	
2133285	Beer	10,237.10	03/22/2024	609-497-9760-42520-0000	
2133285	NA	117.30	03/22/2024	609-497-9760-42540-0000	
2133327	Muni Offsale Beer	129.50	03/22/2024	609-497-9770-42521-0000	
2133327	Muni Bar Beer	1,111.40	03/22/2024	609-497-9770-42520-0000	
2133327	Muni Bar Liquor	52.60	03/22/2024	609-497-9770-42510-0000	
2136117	Shell Peanuts	17.00	03/22/2024	609-497-9770-42550-0000	
2136117	Muni Bar Liquor	105.20	03/22/2024	609-497-9770-42510-0000	
2136117	Muni Bar Beer	169.40	03/22/2024	609-497-9770-42520-0000	
2136458	Liquor	1,350.00	03/22/2024	609-497-9760-42510-0000	
2136458	Beer	516.40	03/22/2024	609-497-9760-42520-0000	
2136750	NA	61.70	03/22/2024	609-497-9760-42540-0000	
2136750	Beer	741.70	03/22/2024	609-497-9760-42520-0000	
2137078	Muni Bar Beer	118.00	03/22/2024	609-497-9770-42520-0000	
2138802	Muni Offsale Beer	98.60	03/22/2024	609-497-9770-42521-0000	
2138802	Muni-Meat Stixs/Nuts & Pretzels	57.00	03/22/2024	609-497-9770-42550-0000	
2138802	Muni Bar Liquor	105.20	03/22/2024	609-497-9770-42510-0000	
2138802	Muni Bar Beer	1,304.10	03/22/2024	609-497-9770-42520-0000	
2138802	Muni NA	29.80	03/22/2024	609-497-9770-42540-0000	
	Check Total:	16,298.00			
Vendor: danman	Dangerous Man Brewing			Check Sequence: 15	ACH Enabled: False
IN-3027	Beer	200.00	03/22/2024	609-497-9760-42520-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
IN-3027	THC	358.00	03/22/2024	609-497-9760-42535-0000	
	Check Total:	558.00			
Vendor: delde	Delta Dental of Minnesota			Check Sequence: 16	ACH Enabled: False
CNS0001498938	April EE Paid Dental Insurance	3,948.32	03/22/2024	100-000-0000-21707-0000	
	Check Total:	3,948.32			
Vendor: cldis	Dick Family Inc.			Check Sequence: 17	ACH Enabled: False
1865769	Beer	579.80	03/22/2024	609-497-9760-42520-0000	
1865769	THC Credit	-262.50	03/22/2024	609-497-9760-42535-0000	
1869526	Beer	93.30	03/22/2024	609-497-9760-42520-0000	
1869526	THC	900.00	03/22/2024	609-497-9760-42535-0000	
2465000301	Muni Beer Credit	-30.00	03/22/2024	609-497-9770-42520-0000	
	Check Total:	1,280.60			
Vendor: ecmpu	ECM Publishers, Inc.			Check Sequence: 18	ACH Enabled: False
988235	PHN 03.05.24 Uptown Rogers	176.00	03/22/2024	100-410-1910-43520-0000	
988236	PHN 03.11.24 Stieg Woods	176.00	03/22/2024	100-410-1910-43520-0000	
989078	Summary Ord 2024-01	80.00	03/22/2024	100-410-1325-43520-0000	
	Check Total:	432.00			
Vendor: facmo	Elliot Auto Supply Co, Inc.			Check Sequence: 19	ACH Enabled: False
128-189139	DEL 15-63889 19383805 CONDENSER ASMA	188.84	03/22/2024	100-420-2100-42103-0000	
	Check Total:	188.84			
Vendor: feren	Ferguson Enterprises #1657			Check Sequence: 20	ACH Enabled: False
9776998-1	S0362041 SFP41A SNSR ASSY W/ RNGE ADJ	137.32	03/22/2024	100-420-2210-42102-0000	
9798192	SHMA926P 4 26GA ADJ 90 ELL	8.46	03/22/2024	100-420-2210-42102-0000	
9798192	SHMRNC26UP 6X4 26GA TPRD RED NO CR	10.76	03/22/2024	100-420-2210-42102-0000	
9798192	SHMRNC26XU 8X6 26GA TPRD RED NO CR	13.38	03/22/2024	100-420-2210-42102-0000	
9798192	JG71159 1/2 FIP X 1/2 MIP X 48 GAS CONN	23.60	03/22/2024	100-420-2210-42102-0000	
	Check Total:	193.52			
Vendor: mires	Global Reserve			Check Sequence: 21	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
ORD-8042	THC	1,096.00	03/22/2024	609-497-9760-42535-0000	
ORD-8076	THC	294.00	03/22/2024	609-497-9760-42535-0000	
	Check Total:	1,390.00			
Vendor: grabe	Grape Beginnings, Inc.			Check Sequence: 22	ACH Enabled: False
MN00144881	Wine	1,350.00	03/22/2024	609-497-9760-42530-0000	
	Check Total:	1,350.00			
Vendor: hawch	Hawkins Inc.			Check Sequence: 23	ACH Enabled: False
6709064	Chlorine	60.00	03/22/2024	601-494-9440-42160-0000	
	Check Total:	60.00			
Vendor: heapar	Health Partners			Check Sequence: 24	ACH Enabled: False
128522313	April EE Paid Health Insurance	12,999.47	03/22/2024	100-000-0000-21706-0000	
128522313	April ER Paid Health Insurance	1,979.25	03/22/2024	205-450-5205-41310-0000	
128522313	April ER Paid Health Insurance	3,906.24	03/22/2024	100-410-1325-41310-0000	
128522313	April ER Paid Health Insurance	2,768.84	03/22/2024	100-410-1950-41310-0000	
128522313	April ER Paid Health Insurance	4,355.58	03/22/2024	100-420-2210-41310-0000	
128522313	April ER Paid Health Insurance	30,572.34	03/22/2024	100-420-2100-41310-0000	
128522313	April ER Paid Health Insurance	-446.25	03/22/2024	203-465-6500-41310-0000	
128522313	April ER Paid Health Insurance	5,908.62	03/22/2024	601-494-9440-41310-0000	
128522313	April ER Paid Health Insurance	2,528.38	03/22/2024	609-497-9760-41310-0000	
128522313	April ER Paid Health Insurance	446.25	03/22/2024	100-450-5186-41310-0000	
128522313	April ER Paid Health Insurance	1,481.37	03/22/2024	609-497-9770-41310-0000	
128522313	April ER Paid Health Insurance	260.27	03/22/2024	100-430-3245-41310-0000	
128522313	April ER Paid Health Insurance	6,779.19	03/22/2024	100-450-5200-41310-0000	
128522313	April ER Paid Health Insurance	4,306.50	03/22/2024	100-430-3120-41310-0000	
128522313	April ER Paid Health Insurance	2,209.50	03/22/2024	100-410-1910-41310-0000	
128522313	April ER Paid Health Insurance	988.50	03/22/2024	100-410-1940-41310-0000	
128522313	April ER Paid Health Insurance	1,852.18	03/22/2024	100-410-1330-41310-0000	
128522313	April ER Paid Health Insurance	5,551.63	03/22/2024	602-495-9490-41310-0000	
128522313	April ER Paid Health Insurance	446.25	03/22/2024	100-410-1941-41310-0000	
128522313	April ER Paid Health Insurance	1,853.73	03/22/2024	603-496-9495-41310-0000	
128522313	April ER Paid Health Insurance	3,992.94	03/22/2024	100-410-1520-41310-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
128522313	April ER Paid Health Insurance	1,363.88	03/22/2024	100-450-5120-41310-0000	
128522313	April ER Paid Health Insurance	1,770.84	03/22/2024	100-430-3000-41310-0000	
	Check Total:	97,875.50			
Vendor: hegpi	Heggie's Pizza LLC			Check Sequence: 25	ACH Enabled: False
1221899030	Muni Pizza For Resale	453.20	03/22/2024	609-497-9770-42550-0000	
	Check Total:	453.20			
Vendor: hencotax	Hennepin County Treasurer			Check Sequence: 26	ACH Enabled: False
2023-24 TNT	2023-24 Truth In Taxation Notices	2,024.15	12/31/2023	100-410-1325-43520-0000	
	Check Total:	2,024.15			
Vendor: inbbr	Inbound Brew			Check Sequence: 27	ACH Enabled: False
18043	Beer	296.84	03/22/2024	609-497-9760-42520-0000	
18043	THC	462.00	03/22/2024	609-497-9760-42535-0000	
	Check Total:	758.84			
Vendor: indig	Indigital			Check Sequence: 28	ACH Enabled: False
13409	Fire Dept Scans	973.52	03/22/2024	400-420-2210-43140-0000	
13409	Fire Dept Scans	-973.52	03/22/2024	400-000-0000-10100-4005	
13409	Fire Dept Scans	973.52	03/22/2024	400-000-0000-10100-0000	
	Check Total:	973.52			
Vendor: inbre	Insight Brewing			Check Sequence: 29	ACH Enabled: False
11167	THC	1,375.00	03/22/2024	609-497-9760-42535-0000	
	Check Total:	1,375.00			
Vendor: intinc	Intereum Inc			Check Sequence: 30	ACH Enabled: False
206872	Service For A/V In 2nd Floor PD Conference Ro	400.00	03/22/2024	100-420-2100-44010-0000	
	Check Total:	400.00			
Vendor: piopr	iPROMOTEu			Check Sequence: 31	ACH Enabled: False
2246456P18	Employee Reimbursed	137.00	03/22/2024	100-000-0000-11500-0000	
2246456P18	Custodian Uniform Polo	162.26	03/22/2024	100-410-1941-42180-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	299.26			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 32	ACH Enabled: False
2499807	Liquor	4,717.18	03/22/2024	609-497-9760-42510-0000	
2499808	Wine	1,649.75	03/22/2024	609-497-9760-42530-0000	
2499809	Liquor	1,709.84	03/22/2024	609-497-9760-42510-0000	
3666352	Beer	69.20	03/22/2024	609-497-9760-42520-0000	
6720824	Muni Bar Liquor	6,716.77	03/22/2024	609-497-9770-42510-0000	
6720825	Muni Bar Wine	69.54	03/22/2024	609-497-9770-42530-0000	
6720826	Muni Bar Mix	84.00	03/22/2024	609-497-9770-42540-0000	
6747743	Wine	1,209.65	03/22/2024	609-497-9760-42530-0000	
6751229	Liquor	1,463.05	03/22/2024	609-497-9760-42510-0000	
6751230	Wine	2,084.43	03/22/2024	609-497-9760-42530-0000	
6751231	NA	179.50	03/22/2024	609-497-9760-42540-0000	
7464190	Wine	680.10	03/22/2024	609-497-9760-42530-0000	
7464949	Wine	103.75	03/22/2024	609-497-9760-42530-0000	
	Check Total:	20,736.76			
Vendor: shagr	Kelbro Company			Check Sequence: 33	ACH Enabled: False
2998159	Ice	118.84	03/22/2024	609-497-9760-42570-0000	
	Check Total:	118.84			
Vendor: kengr	Kennedy & Graven, Chartered			Check Sequence: 34	ACH Enabled: False
RG135-00001	General Municipal Matters February 2024	1,157.50	03/22/2024	100-410-1325-43040-0000	
RG135-00002	Fletcher Bypass Romar Closing February 2024	92.50	03/22/2024	402-430-3121-43040-1409	
RG135-00017	Hassan Elementary School JPA February 2024	639.40	03/22/2024	100-410-1325-43040-0000	
RG135-00095	City Sale To Northstar Brewing February 2024	48.00	03/22/2024	408-430-3330-43040-0000	
RG135-00096	2024 City Council Meetings February 2024	1,110.00	03/22/2024	100-410-1325-43040-0000	
RG135-00097	Stieg Woods February 2024	174.75	03/22/2024	404-450-5200-43040-2303	
RG135-00098	Xcel Electric Franchise And Fee Ordinance Feb	100.00	03/22/2024	401-430-3121-43040-0000	
RG135-00099	CenterPoint Gas Franchise And Fee February 20	650.00	03/22/2024	401-430-3121-43040-0000	
RG135-00100	Saddle Ridge February 2024	1,680.00	03/22/2024	100-410-1325-43040-8150	
RG135-00101	Skye Meadows 7th Addition February 2024	360.00	03/22/2024	100-410-1325-43040-8150	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	6,012.15			
Vendor: konin	KONE Inc			Check Sequence: 35	ACH Enabled: False
871291662	PD Elevator Maintenance March	150.07	03/22/2024	100-420-2100-44010-0000	
	Check Total:	150.07			
Vendor: lersi	Leroy Signs Inc			Check Sequence: 36	ACH Enabled: False
47457	Sign-ST 2- 50% Down Payment	15,840.00	03/22/2024	449-420-2210-45200-2209	
	Check Total:	15,840.00			
Vendor: lucli	Luce Line Brewing			Check Sequence: 37	ACH Enabled: False
E-2286	THC	402.00	03/22/2024	609-497-9760-42535-0000	
	Check Total:	402.00			
Vendor: mamun	M Amundson Cigar & Candy Co LLP			Check Sequence: 38	ACH Enabled: False
378962	Tobbaco	1,415.68	03/22/2024	609-497-9760-42560-0000	
378962	Tubes	26.44	03/22/2024	609-497-9760-42580-0000	
378962	Paper Bags & Suckers	60.24	03/22/2024	609-497-9760-42100-0000	
	Check Total:	1,502.36			
Vendor: mattri	Matheson Tri-Gas Inc			Check Sequence: 39	ACH Enabled: False
0029306800	Monthly Fee Medical Oxygen Tank - February	155.04	03/22/2024	100-420-2100-42170-0000	
	Check Total:	155.04			
Vendor: cleri	McDonald Distributing Company			Check Sequence: 40	ACH Enabled: False
736190	Beer	190.75	03/22/2024	609-497-9760-42520-0000	
736240	THC Credit	-118.00	03/22/2024	609-497-9760-42535-0000	
737285	Beer	163.50	03/22/2024	609-497-9760-42520-0000	
737285	THC	984.00	03/22/2024	609-497-9760-42535-0000	
737471	Beer Credit	-21.34	03/22/2024	609-497-9760-42520-0000	
	Check Total:	1,198.91			
Vendor: menar	Menards, Inc.			Check Sequence: 41	ACH Enabled: False
29492	(4) 50:1 FUEL PREMIX 110 OZ	95.88	03/22/2024	100-450-5200-42120-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	95.88			
Vendor: schso	MN Equipment Inc.			Check Sequence: 42	ACH Enabled: False
P14069	TENSIONINGS FOR CHAINSAWS	49.12	03/22/2024	100-450-5200-42103-0000	
	Check Total:	49.12			
Vendor: norto	Northern Tool & Equipment			Check Sequence: 43	ACH Enabled: False
540503071249511	61537-10" TRQ LOCK CURVED JAW	15.97	03/22/2024	100-430-3120-42105-0000	
540503071249511	41466-IRTN 11PC DEEP IMPT SOCK	29.99	03/22/2024	100-430-3120-42105-0000	
540503071249511	5085470-20V MAX 1/2 HT IMP WRE	349.99	03/22/2024	100-430-3120-42105-0000	
	Check Total:	395.95			
Vendor: pauso	Paustis & Sons			Check Sequence: 44	ACH Enabled: False
230298	Wine	439.00	03/22/2024	609-497-9760-42530-0000	
230298	Liquor	440.00	03/22/2024	609-497-9760-42510-0000	
	Check Total:	879.00			
Vendor: reifo	Performance Food Group			Check Sequence: 45	ACH Enabled: False
943034	Muni Napkins Straws Trays & Popcorn Oil	190.53	03/22/2024	609-497-9770-42100-0000	
	Check Total:	190.53			
Vendor: repse	Republic Services #899			Check Sequence: 46	ACH Enabled: False
0899-004422261	Hassan Town Hall Garbage February	110.97	03/22/2024	100-410-1940-43840-0000	
0899-004422290	CR-Feb Refuse	200.12	03/22/2024	100-410-1941-43840-0000	
0899-004422290	FD-Feb Refuse	163.73	03/22/2024	100-420-2210-43840-0000	
0899-004422524	PD Garbage Service For March	312.88	03/22/2024	100-420-2100-43840-0000	
	Check Total:	787.70			
Vendor: rjkool	RJ Kool Midwest Inc			Check Sequence: 47	ACH Enabled: False
#INV4027	Stacked Washer Dryer-Station 1	4,310.00	03/22/2024	400-420-2210-45800-0000	
	Check Total:	4,310.00			
Vendor: rogfi	Rogers Fire Dept Relief Assoc			Check Sequence: 48	ACH Enabled: False
0008708481	Supplemental Benefit Reimbursement (2)	2,000.00	03/22/2024	100-420-2210-44390-0000	

Invoice No		Description	Amount	Payment Date	Acct Number	Reference
		Check Total:	2,000.00			
Vendor:	rogpr	Rogers Printing Metro, Inc			Check Sequence: 49	ACH Enabled: False
65552		Gary Business Cards	56.00	03/22/2024	609-497-9760-42100-0000	
		Check Total:	56.00			
Vendor:	rogtr	Rogers True Value Hardware Inc			Check Sequence: 50	ACH Enabled: False
27499		XL-R.PLAS AN W/S 8-10-12	14.98	03/22/2024	601-494-9440-42104-0000	
27508		(4) 10.1OZ LTX Conc Sealant	27.96	03/22/2024	601-494-9440-42100-0000	
27509		(3) 10.1OZ LTX Conc Sealant	20.97	03/22/2024	601-494-9440-42100-0000	
		Check Total:	63.91			
Vendor:	midfo	Roseville Midway Ford			Check Sequence: 51	ACH Enabled: False
821264		L1MZ*8C289*D FO*G HOSE ASY - #6802	36.30	03/22/2024	100-420-2100-42103-0000	
		Check Total:	36.30			
Vendor:	souwi	Southern Glazers Wine & Spirits of Minnesota			Check Sequence: 52	ACH Enabled: False
2453203		Liquor	6,016.27	03/22/2024	609-497-9760-42510-0000	
2453205		Freight	3.84	03/22/2024	609-497-9760-42590-0000	
2456043		Liquor	4,035.82	03/22/2024	609-497-9760-42510-0000	
2456044		Liquor	110.56	03/22/2024	609-497-9760-42510-0000	
2456045		Wine	1,575.18	03/22/2024	609-497-9760-42530-0000	
2456046		Freight	2.56	03/22/2024	609-497-9760-42590-0000	
5108523		Liquor	318.84	03/22/2024	609-497-9760-42510-0000	
		Check Total:	12,063.07			
Vendor:	strei	Streicher's Inc.			Check Sequence: 53	ACH Enabled: False
I1685579		Gloves - Kevlar Lined	31.99	03/22/2024	100-420-2100-42180-0000	
I1685999		Storm Sling For 40mm	156.00	03/22/2024	202-420-2100-42105-0000	
I1686955		Uniforms - Pullovers For Capt Beck	109.96	03/22/2024	100-420-2100-42180-0000	
		Check Total:	297.95			
Vendor:	theam	The American Bottling Co.			Check Sequence: 54	ACH Enabled: False
356832397		Mix	431.67	03/22/2024	609-497-9760-42540-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	431.67			
Vendor: urbgr	Urban Growler Brewing Company, LLC			Check Sequence: 55	ACH Enabled: False
E-35661	Beer	217.00	03/22/2024	609-497-9760-42520-0000	
	Check Total:	217.00			
Vendor: verwi	Verizon Wireless Services, LLC			Check Sequence: 56	ACH Enabled: False
9958279929	PD February Cell Phone Usage	1,465.41	03/22/2024	100-420-2100-43250-0000	
9958279930	Verizon FD-Feb '24	518.12	03/22/2024	100-420-2210-43210-0000	
9958279932	MOBILE BROADBAND February	70.02	03/22/2024	100-430-3000-43250-0000	
9958279932	MOBILE BROADBAND February	35.01	03/22/2024	603-496-9495-43250-0000	
9958279932	MOBILE BROADBAND February	20.01	03/22/2024	601-494-9440-43250-0000	
9958279932	MOBILE BROADBAND February	20.00	03/22/2024	602-495-9490-43250-0000	
	Check Total:	2,128.57			
Vendor: vinin	Vinocopia Inc			Check Sequence: 57	ACH Enabled: False
0347197-IN	Muni Bar Vodka	507.50	03/22/2024	609-497-9770-42510-0000	
	Check Total:	507.50			
Vendor: grain	W.W. Grainger, Inc.			Check Sequence: 58	ACH Enabled: False
9050581843	Protective Eyewear Tray-St 1	54.43	03/22/2024	100-420-2210-42106-0000	
	Check Total:	54.43			
Vendor: weime	Weidner's Mechanical			Check Sequence: 59	ACH Enabled: False
P23-000081	Partial Meter Refund	556.00	03/22/2024	601-494-9440-37170-0000	
	Check Total:	556.00			
Vendor: weigza	Zachary Weigman			Check Sequence: 60	ACH Enabled: False
Z. Weigman	Manual - Rate Change	416.41	03/22/2024	100-000-0000-21713-0000	
	Check Total:	416.41			
Vendor: wulex	Wulf Excavating Inc			Check Sequence: 61	ACH Enabled: False
2489	Clean Out Ditches At Brookside Meadows Park.	2,767.50	03/22/2024	603-496-9495-43100-0000	

Invoice No		Description	Amount	Payment Date	Acct Number	Reference
		Check Total:	2,767.50			
Vendor:	yalme	Yale Mechanical, LLC			Check Sequence: 62	ACH Enabled: False
254443		Pump #2 Bearing Replacement-CR	1,408.37	03/22/2024	100-410-1941-44010-0000	
254443		Pump #2 Bearing Replacement-FD	1,106.58	03/22/2024	100-420-2210-44010-0000	
		Check Total:	2,514.95			
		Total for Check Run:	286,921.28			
		Total of Number of Checks:	62			

Accounts Payable

Computer Check Proof List by Vendor

User: gpudas
Printed: 03/28/2024 - 4:09PM
Batch: 00004.03.2024

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: actfl	Action Fleet, Inc.			Check Sequence: 1	ACH Enabled: False
I6791	New Squad Build #6837	26,531.39	03/29/2024	400-420-2100-45500-0000	
	Check Total:	26,531.39			
Vendor: allbl	Allied Blacktop Co.			Check Sequence: 2	ACH Enabled: False
11059	1/4" GRANITE FOB: 25.76 TON @ $34.00/TOI	875.84	12/31/2023	100-430-3120-42240-0000	
	Check Total:	875.84			
Vendor: amerp	American Pressure Inc			Check Sequence: 3	ACH Enabled: False
140554	BLUETORNADO-1	699.00	03/29/2024	100-430-3000-42160-0000	
140554	Rinse Away - 20oz Per 55	16.00	03/29/2024	100-430-3000-42160-0000	
140621	Correction To Inv 140554 Overchg. For Blue To	-139.80	03/29/2024	100-430-3000-42160-0000	
	Check Total:	575.20			
Vendor: ancso	Anchor Solar Investments, LLC			Check Sequence: 4	ACH Enabled: False
City Hall 20 #2	PW Solar PPA - April	135.55	03/29/2024	100-430-3000-43810-0000	
City Hall 20 #2	City Hall Solar PPA - April	58.10	03/29/2024	100-410-1940-43810-0000	
City Hall PW 20	PW Solar PPA - April	133.10	03/29/2024	100-430-3000-43810-0000	
City Hall PW 20	City Hall Solar PPA - April	57.04	03/29/2024	100-410-1940-43810-0000	
N. Comm. Park 3	NCP Solar PPA - April	395.42	03/29/2024	100-450-5200-43810-0000	
PD 20	PD Solar PPA - April	190.14	03/29/2024	100-420-2100-43810-0000	
PD 20 #2	PD Solar PPA - April	193.65	03/29/2024	100-420-2100-43810-0000	
RAC 20	RAC Solar PPA - April	190.14	03/29/2024	205-450-5205-43810-0000	
RAC 20 #2	RAC Solar PPA - April	193.65	03/29/2024	205-450-5205-43810-0000	
	Check Total:	1,546.79			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: becar	Becker Arena Products, Inc.			Check Sequence: 5	ACH Enabled: False
612108	Replacement Glass Panels	3,686.70	03/29/2024	205-450-5205-42102-0000	
612122	Replacement Glass	960.00	03/29/2024	205-450-5205-42102-0000	
612123	Impact Ad Panel	1,000.00	03/29/2024	205-450-5205-42101-0000	
612123	H Supports	136.00	03/29/2024	205-450-5205-42102-0000	
	Check Total:	5,782.70			
Vendor: boytr	Boyer Ford Trucks, Inc.			Check Sequence: 6	ACH Enabled: False
093S1264	Emergency Repair Of Air Brakes	6,168.29	03/29/2024	100-430-3000-44040-0000	
	Check Total:	6,168.29			
Vendor: Wirbe	BreakThru Beverage Minnesota			Check Sequence: 7	ACH Enabled: False
114932660	Liquor	1,353.45	03/29/2024	609-497-9760-42510-0000	
114932660	Wine	1,419.60	03/29/2024	609-497-9760-42530-0000	
114932660	Mix	23.45	03/29/2024	609-497-9760-42540-0000	
	Check Total:	2,796.50			
Vendor: capbe	Capitol Beverage			Check Sequence: 8	ACH Enabled: False
2961009	Beer Credit	-56.14	03/29/2024	609-497-9760-42520-0000	
2961044	Beer	6,283.80	03/29/2024	609-497-9760-42520-0000	
2961044	NA	31.15	03/29/2024	609-497-9760-42540-0000	
2961044	Liquor	564.60	03/29/2024	609-497-9760-42510-0000	
2961044	THC	420.00	03/29/2024	609-497-9760-42535-0000	
2961415	Muni Offsale Beer	181.60	03/29/2024	609-497-9770-42521-0000	
2961415	Muni Bar Beer	435.15	03/29/2024	609-497-9770-42520-0000	
	Check Total:	7,860.16			
Vendor: miste	Car Wash Partners Inc			Check Sequence: 9	ACH Enabled: False
221762	February Car Washes	160.00	03/29/2024	100-420-2100-44040-0000	
	Check Total:	160.00			
Vendor: cdwgo	CDW Government			Check Sequence: 10	ACH Enabled: False
QD62880	Dock For Computer-SQ1	1,031.56	03/29/2024	100-420-2210-42010-0000	
QF57368	MDC-SQ1	2,751.54	03/29/2024	100-420-2210-42010-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
QF83039	TRIPP USB TO ETHERNET NIC ADAPTER F	24.50	03/29/2024	601-494-9440-42010-0000	
QF83039	TRIPP USB TO ETHERNET NIC ADAPTER F	24.49	03/29/2024	602-495-9490-42010-0000	
	Check Total:	3,832.09			
Vendor: cenhy	Central Hydraulics, Inc.			Check Sequence: 11	ACH Enabled: False
569636	2 CYL RESEAL PARTS	1,457.77	03/29/2024	100-430-3120-42103-0000	
	Check Total:	1,457.77			
Vendor: berbe	Chas. A. Bernick, Inc.			Check Sequence: 12	ACH Enabled: False
10194786	THC	352.50	03/29/2024	609-497-9760-42535-0000	
10194787	Muni Bar Beer Credit	-30.00	03/29/2024	609-497-9770-42520-0000	
10194787	RWAS Beer	1,919.25	03/29/2024	609-497-9760-42520-0000	
	Check Total:	2,241.75			
Vendor: cinco	Cintas Corporation			Check Sequence: 13	ACH Enabled: False
4186312306	RWAS Mats 3/13/24	93.79	03/29/2024	609-497-9760-43100-0000	
4187026599	Uniform - Janitorial 3/20/24	2.78	03/29/2024	100-410-1940-44060-0000	
4187026599	Uniform - PW 3/20/24	20.87	03/29/2024	100-430-3000-42180-0000	
4187026599	Uniform - PK 3/20/24	12.52	03/29/2024	100-450-5200-42180-0000	
4187026599	Uniform - WTR 3/20/24	4.75	03/29/2024	601-494-9440-42180-0000	
4187026599	Uniform - SWR 3/20/24	4.74	03/29/2024	602-495-9490-42180-0000	
4187026599	Uniform - Gen'l. Gov't. Bldgs 3/20/24	2.95	03/29/2024	100-410-1940-42180-0000	
	Check Total:	142.40			
Vendor: cit	Computer Integration Technologies Inc			Check Sequence: 14	ACH Enabled: False
369824	Headset	210.38	03/29/2024	400-000-0000-10100-0000	
369824	Headset	210.38	03/29/2024	400-410-1330-43190-0000	
369824	Headset	-210.38	03/29/2024	400-000-0000-10100-4005	
369824	Doran Desk Phone (1)	100.19	03/29/2024	100-410-1950-43250-0000	
369824	Police Desk Phones (14)	4,037.44	03/29/2024	100-420-2100-43250-0000	
369824	Doran Desk Phone (1)	100.26	03/29/2024	100-430-3000-43250-0000	
369824	Wine And Spirits Desk Phones (2)	400.73	03/29/2024	609-497-9760-44120-0000	
	Check Total:	4,849.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 15	ACH Enabled: False
2138722	Beer Credit	-72.00	03/29/2024	609-497-9760-42520-0000	
2138819	Beer	11,005.85	03/29/2024	609-497-9760-42520-0000	
2138819	Liquor	637.00	03/29/2024	609-497-9760-42510-0000	
2138819	THC	182.00	03/29/2024	609-497-9760-42535-0000	
2138819	Mix	247.50	03/29/2024	609-497-9760-42540-0000	
2142123	Beer	1,144.96	03/29/2024	609-497-9760-42520-0000	
	Check Total:	13,145.31			
Vendor: dalen	Dalco Enterprises, Inc			Check Sequence: 16	ACH Enabled: False
4212511	KaiVac Replacement Wand	80.09	03/29/2024	205-450-5205-42103-0000	
	Check Total:	80.09			
Vendor: depem	Department of Employment & Economic Development			Check Sequence: 17	ACH Enabled: False
CDAP140020HFY15	DEED MIF Loan Repayment Advanced Ext - 03	3,636.96	03/29/2024	200-465-6500-44600-0000	
	Check Total:	3,636.96			
Vendor: coywi	Divas Entertainment LLC			Check Sequence: 18	ACH Enabled: False
07/10/2024	Entertainment In The Park - Deposit	1,200.00	03/29/2024	100-450-5120-43445-0000	
	Check Total:	1,200.00			
Vendor: facmo	Elliot Auto Supply Co, Inc.			Check Sequence: 19	ACH Enabled: False
128-189224	FRN HFO1234YF OPTEON 10 LB	297.27	03/29/2024	100-430-3000-42160-0000	
128-189224	FRN HFO1234YF OPTEON 10 LB	297.27	03/29/2024	100-420-2100-42100-0000	
128-189308	RETURN: DEL 84802280 84802280 EVAPORA	-212.01	03/29/2024	100-420-2100-42103-0000	
	Check Total:	382.53			
Vendor: expsi	Express Signs Inc			Check Sequence: 20	ACH Enabled: False
INV-8543	SPRING HYDRANT FLUSHING WEEKDAYS	225.00	03/29/2024	601-494-9440-44100-0000	
	Check Total:	225.00			
Vendor: finwa	Finken Water Centers			Check Sequence: 21	ACH Enabled: False
09362TN	Water March	25.06	03/29/2024	100-430-3000-43820-0000	
09429TN	Water-FD March	24.70	03/29/2024	100-420-2210-43820-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	49.76			
Vendor: marso	Marc Frederickson			Check Sequence: 22	ACH Enabled: False
1900	Softener Salt-CR	53.42	03/29/2024	100-410-1941-42102-0000	
1900	Softener Salt-FD	41.98	03/29/2024	100-420-2210-42102-0000	
	Check Total:	95.40			
Vendor: mires	Global Reserve			Check Sequence: 23	ACH Enabled: False
6964	THC	1,296.00	03/29/2024	609-497-9760-42535-0000	
	Check Total:	1,296.00			
Vendor: gonni	Nikita Goncharuk			Check Sequence: 24	ACH Enabled: False
336926	Partial Refund - Learn To Skate	20.00	03/29/2024	100-450-5120-34790-0000	
	Check Total:	20.00			
Vendor: grelaco	Great Lakes Coca Cola			Check Sequence: 25	ACH Enabled: False
40428290024	Mix	890.72	03/29/2024	609-497-9760-42540-0000	
	Check Total:	890.72			
Vendor: guape	Guardian Pest Solutions, Inc.			Check Sequence: 26	ACH Enabled: False
2554230	Commercial Pest Control March	37.80	03/29/2024	100-430-3000-43140-0000	
2554230	Commercial Pest Control March	16.20	03/29/2024	100-410-1940-43140-0000	
	Check Total:	54.00			
Vendor: hlmes	H & L Mesabi Company			Check Sequence: 27	ACH Enabled: False
13229	3/4x8 SEF X 31-1/4 Double CI V-plow BUC CE	1,150.00	03/29/2024	100-430-3120-42103-0000	
	Check Total:	1,150.00			
Vendor: hohen	Hohensteins Inc			Check Sequence: 28	ACH Enabled: False
699394	THC	837.00	03/29/2024	609-497-9760-42535-0000	
699394	Beer	369.50	03/29/2024	609-497-9760-42520-0000	
	Check Total:	1,206.50			
Vendor: hoiko	Hoisington Koegler Group Inc			Check Sequence: 29	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
022-056 - 14	Shoreland Ordinance February 2024	1,501.25	03/29/2024	100-410-1910-43100-0000	
	Check Total:	1,501.25			
Vendor: isd72	ISD 728 Community Education			Check Sequence: 30	ACH Enabled: False
2023	CE Delivered Programs	3,026.90	12/31/2023	100-450-5120-43442-0000	
	Check Total:	3,026.90			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 31	ACH Enabled: False
2504055	Liquor	2,451.45	03/29/2024	609-497-9760-42510-0000	
2504057	Liquor	6,991.21	03/29/2024	609-497-9760-42510-0000	
2504058	Wine	1,960.25	03/29/2024	609-497-9760-42530-0000	
3667970	Beer	173.75	03/29/2024	609-497-9760-42520-0000	
3667971	NA	135.20	03/29/2024	609-497-9760-42540-0000	
3667972	THC	525.95	03/29/2024	609-497-9760-42535-0000	
6754720	Liquor	2,194.15	03/29/2024	609-497-9760-42510-0000	
6754721	Wine	2,568.32	03/29/2024	609-497-9760-42530-0000	
6754722	Mix	178.30	03/29/2024	609-497-9760-42540-0000	
6754723	Muni Bar Liquor	1,445.25	03/29/2024	609-497-9770-42510-0000	
6754724	Muni Bar Wine	125.27	03/29/2024	609-497-9770-42530-0000	
7465816	Wine	946.15	03/29/2024	609-497-9760-42530-0000	
	Check Total:	19,695.25			
Vendor: shagr	Kelbro Company			Check Sequence: 32	ACH Enabled: False
3002478	Muni Pop System Rental March	95.50	03/29/2024	609-497-9770-44100-0000	
3003440	Muni Bar Mix	148.05	03/29/2024	609-497-9770-42540-0000	
	Check Total:	243.55			
Vendor: lawpr	Lawson Products			Check Sequence: 33	ACH Enabled: False
9311393818	FA4024 Falcon Jobber Drill Bit 29/64"	19.74	03/29/2024	100-430-3000-42100-0000	
	Check Total:	19.74			
Vendor: maceq	MacQueen Equipment, Inc.			Check Sequence: 34	ACH Enabled: False
P10709	Drain Tags-E11 & A11	49.56	03/29/2024	100-420-2210-42103-0000	
P56407	SHIPPING & HANDLING	18.63	03/29/2024	100-430-3120-42103-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
P56407	5009776 SEAL -TRANS CASE A3C14 OIL SE/	41.90	03/29/2024	100-430-3120-42103-0000	
P56407	5009777 WPR SL-TRFR CAS A3C13 WIPER S	54.42	03/29/2024	100-430-3120-42103-0000	
W05818	A11-Display Replacement & Reprogram	6,393.96	03/29/2024	100-420-2210-44040-0000	
	Check Total:	6,558.47			
Vendor: menar	Menards, Inc.			Check Sequence: 35	ACH Enabled: False
29777	PROLONG CARTRIDGE FILTER	25.98	03/29/2024	601-494-9440-42102-0000	
29777	HANDY PAINT PAIL	9.97	03/29/2024	601-494-9440-42100-0000	
29777	2X SPRAY PAINT S -G WHITE	17.94	03/29/2024	601-494-9440-42102-0000	
29794	HOOK BOLT 3 /8" X 7"	5.52	03/29/2024	609-497-9770-42102-0000	
29794	TURNBUCKLE E/E 3/8X10-1/2	7.96	03/29/2024	609-497-9770-42102-0000	
29822	BACKER ROD 3/4"X20'	27.96	03/29/2024	601-494-9440-42102-0000	
29822	VULKEM 116 LMESTN 10.10Z	38.88	03/29/2024	601-494-9440-42102-0000	
	Check Total:	134.21			
Vendor: midam	Mid America Meter, Inc			Check Sequence: 36	ACH Enabled: False
024-5904	Service Water Meters	85.00	03/29/2024	601-494-9440-44010-0000	
024-5908	Service Water Meters	2,269.00	03/29/2024	601-494-9440-44010-0000	
024-5915	Meter Repair	586.25	03/29/2024	601-494-9440-44010-0000	
	Check Total:	2,940.25			
Vendor: milhe	Millner Heritage Vineyard & Winery			Check Sequence: 37	ACH Enabled: False
13602	Beer	103.02	03/29/2024	609-497-9760-42520-0000	
13602	Liquor	135.00	03/29/2024	609-497-9760-42510-0000	
	Check Total:	238.02			
Vendor: monse	Monticello Senior Center			Check Sequence: 38	ACH Enabled: False
3/6/2024	3/4/24 Sr. Trip To Treasure Island Casino	400.00	03/29/2024	100-450-5186-44326-0000	
	Check Total:	400.00			
Vendor: saxfl	New Brighton Ford			Check Sequence: 39	ACH Enabled: False
1003089-1	'24 Chev 2500HD 4WD Dbl Cab 162" 1GC5YL	45,421.00	03/29/2024	400-430-3000-45500-0000	
	Check Total:	45,421.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: nocen	North Central International LLC			Check Sequence: 40	ACH Enabled: False
X225020721:01	225N/M12UUL2068 HOSE HOSEASSY	59.39	03/29/2024	100-430-3120-42103-0000	
	Check Total:	59.39			
Vendor: norto	Northern Tool & Equipment			Check Sequence: 41	ACH Enabled: False
540503079249815	106871-M18 1" SDS PLUS ROTARY	349.00	03/29/2024	100-450-5200-42105-0000	
540503079249815	102123-MIL CRBD HAMR DRILL BIT	21.21	03/29/2024	100-450-5200-42100-0000	
540503080249842	M0509-5PC ASST.SDS BIT	24.99	03/29/2024	100-450-5200-42100-0000	
540503080249842	RETURN: 102123-MIL CRBD HAMR DRILL I	-21.21	03/29/2024	100-450-5200-42100-0000	
	Check Total:	373.99			
Vendor: pauso	Paustis & Sons			Check Sequence: 42	ACH Enabled: False
231490	Wine	1,115.00	03/29/2024	609-497-9760-42530-0000	
	Check Total:	1,115.00			
Vendor: potso	Potentia MN Solar Fund 1, LLC			Check Sequence: 43	ACH Enabled: False
MN-INV-2402-165	RAC Solar - Feb	71.79	03/29/2024	205-450-5205-43810-0000	
MN-INV-2402-172	PD Solar - Feb	12.16	03/29/2024	100-420-2100-43810-0000	
MN-INV-2402-173	Well 6 Solar - Feb	14.70	03/29/2024	601-494-9440-43810-0000	
MN-INV-2402-174	Water Booster Station Solar - Feb	14.70	03/29/2024	601-494-9440-43810-0000	
MN-INV-2402-175	Well 5 Solar - Feb	14.70	03/29/2024	601-494-9440-43810-0000	
MN-INV-2402-176	Well 7 Solar - Feb	14.70	03/29/2024	601-494-9440-43810-0000	
MN-INV-2402-181	RAC Solar - Feb	62.85	03/29/2024	205-450-5205-43810-0000	
MN-INV-2402-182	PD Solar - Feb	25.65	03/29/2024	100-420-2100-43810-0000	
MN-INV-2402-187	CR Solar - Feb	10.50	03/29/2024	100-410-1941-43810-0000	
MN-INV-2402-187	FD Solar - Feb	8.60	03/29/2024	100-420-2210-43810-0000	
MN-INV-2402-188	PW Solar - Feb	17.15	03/29/2024	100-430-3000-43810-0000	
MN-INV-2402-188	CH Solar - Feb	7.35	03/29/2024	100-410-1940-43810-0000	
MN-INV-2402-189	RWAS Solar - Feb	39.20	03/29/2024	609-497-9760-43810-0000	
	Check Total:	314.05			
Vendor: legsh	Pre-Paid Legal Services, Inc			Check Sequence: 44	ACH Enabled: False
152672	EE Paid Insurance Premiums - March 2024	31.90	03/29/2024	100-000-0000-21751-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	31.90			
Vendor: pyrbr	Pyres Brewing Company LLC			Check Sequence: 45	ACH Enabled: False
71931	Beer	111.00	03/29/2024	609-497-9760-42520-0000	
	Check Total:	111.00			
Vendor: reiin	Reinders, Inc			Check Sequence: 46	ACH Enabled: False
3400479-00	17-1400 PREMIUM. RYE:GRASS B LEND::.S	648.00	03/29/2024	100-450-5200-42100-0000	
	Check Total:	648.00			
Vendor: repse	Republic Services #899			Check Sequence: 47	ACH Enabled: False
0899-004422142	RWAS Trash February	703.35	03/29/2024	609-497-9760-43840-0000	
0899-004422243	Muni Trash February	403.97	03/29/2024	609-497-9770-43840-0000	
	Check Total:	1,107.32			
Vendor: rescon	Restoration & Construction Services			Check Sequence: 48	ACH Enabled: False
WF2368A	Curb Installation	2,500.00	12/31/2023	603-496-9495-43100-0000	
	Check Total:	2,500.00			
Vendor: rogtr	Rogers True Value Hardware Inc			Check Sequence: 49	ACH Enabled: False
27534	Red Paint-Restore Lockers	8.99	03/29/2024	100-420-2210-44040-0000	
27534	Intake & Discharge Cap Chains	5.94	03/29/2024	100-420-2210-44040-0000	
27540	Caulking Caps	3.87	03/29/2024	601-494-9440-42100-0000	
27540	10.1OZ WHT Alex Flex	11.98	03/29/2024	601-494-9440-42104-0000	
27541	Lag Bolts	5.56	03/29/2024	100-420-2210-42103-0000	
	Check Total:	36.34			
Vendor: rooda	David Rooks			Check Sequence: 50	ACH Enabled: False
Muni 4062024	Muni Entertainment 4 6 2024	400.00	03/29/2024	609-497-9770-43430-0000	
	Check Total:	400.00			
Vendor: samba	Sambatek			Check Sequence: 51	ACH Enabled: False
26128	Uptown Rogers 3rd - Replat Of Hardee's	2,788.00	03/29/2024	408-430-3330-43140-0000	
26158	Co Rd 81 Replat Services	14,900.00	03/29/2024	203-465-6500-43140-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	17,688.00			
Vendor: johla	SiteOne Landscape Supply			Check Sequence: 52	ACH Enabled: False
139131708-001	LESCO TOURNAMENT TURF MARKING 01	89.64	03/29/2024	100-450-5200-42100-0000	
139131708-001	LESCO SUN & SHADE PARK SEED 20-80-25	258.60	03/29/2024	100-450-5200-42100-0000	
	Check Total:	348.24			
Vendor: soula	South Lake Minnetonka Police Department			Check Sequence: 53	ACH Enabled: False
02132024	1/13 Cost Of Dec 2023 Consulting Services - GT	13.46	12/31/2023	100-420-2100-43100-0000	
02212024	1/13 Cost Of SLMPD 2023 Legal Fees	192.35	12/31/2023	100-420-2100-43100-0000	
	Check Total:	205.81			
Vendor: souwi	Southern Glazers Wine & Spirits of Minnesota			Check Sequence: 54	ACH Enabled: False
2458857	Liquor	4,833.21	03/29/2024	609-497-9760-42510-0000	
2458858	Mix	38.28	03/29/2024	609-497-9760-42540-0000	
2458859	Wine	1,568.14	03/29/2024	609-497-9760-42530-0000	
5108524	Liquor	4,970.70	03/29/2024	609-497-9760-42510-0000	
	Check Total:	11,410.33			
Vendor: strei	Streicher's Inc.			Check Sequence: 55	ACH Enabled: False
CM298940	Magazine Case - Credit	-9.00	03/29/2024	100-420-2100-42180-0000	
I1685478	Uniforms - Officer Weigman	196.96	03/29/2024	100-420-2100-42180-0000	
I1686910	Uniforms - Mag Holder - Officer Weigman	30.99	03/29/2024	100-420-2100-42180-0000	
	Check Total:	218.95			
Vendor: carbu	Tegrete			Check Sequence: 56	ACH Enabled: False
110370	Muni Cleaning March	1,503.28	03/29/2024	609-497-9770-44060-0000	
	Check Total:	1,503.28			
Vendor: onene	theipguys.net LLC			Check Sequence: 57	ACH Enabled: False
D-503006	Monthly Fiber Data 8X8 And Analog Services A	1,741.36	03/29/2024	100-410-1330-43250-0000	
	Check Total:	1,741.36			
Vendor: tracon	Traffic Control Corp			Check Sequence: 58	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
149725	10 YR SERVICE CONTRACT W/VIDEO STRI	18,600.00	03/29/2024	100-430-3120-43170-0000	
	Check Total:	18,600.00			
Vendor: udofot	Udofot Beer			Check Sequence: 59	ACH Enabled: False
299198	Beer	550.00	03/29/2024	609-497-9760-42520-0000	
	Check Total:	550.00			
Vendor: usilo	USIC Holdings, Inc			Check Sequence: 60	ACH Enabled: False
647920	Locates 3/11/24 - 3/17/24	43.00	03/29/2024	601-494-9440-43150-0000	
647920	Locates 3/11/24 - 3/17/24	14.00	03/29/2024	603-496-9495-43150-0000	
647920	Locates 3/11/24 - 3/17/24	43.00	03/29/2024	602-495-9490-43150-0000	
648708	Locates 3/18/24 - 3/24/24	32.25	03/29/2024	602-495-9490-43150-0000	
648708	Locates 3/18/24 - 3/24/24	32.25	03/29/2024	601-494-9440-43150-0000	
648708	Locates 3/18/24 - 3/24/24	10.50	03/29/2024	603-496-9495-43150-0000	
	Check Total:	175.00			
Vendor: vanja	Jamie Vang			Check Sequence: 61	ACH Enabled: False
352485	Refund For Canceled Event	200.00	03/29/2024	100-450-5200-34780-0000	
	Check Total:	200.00			
Vendor: vinin	Vinocopia Inc			Check Sequence: 62	ACH Enabled: False
0347986-IN	THC	391.50	03/29/2024	609-497-9760-42535-0000	
0347986-IN	Liquor	434.75	03/29/2024	609-497-9760-42510-0000	
0347986-IN	Wine	623.50	03/29/2024	609-497-9760-42530-0000	
	Check Total:	1,449.75			
Vendor: watco	Watson Company			Check Sequence: 63	ACH Enabled: False
140841	RAC Concessions Supplies	1,088.85	03/29/2024	205-450-5205-42550-0000	
140953	RAC Concession Supplies	786.31	03/29/2024	205-450-5205-42550-0000	
	Check Total:	1,875.16			
Vendor: webal	Webaloo LLC			Check Sequence: 64	ACH Enabled: False
13598-16915	Communications Consultant 3/11/24 - 3/15/24	715.00	03/29/2024	100-410-1325-43100-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	715.00			
Vendor: wrihe	Wright-Hennepin Coop Electric Assn			Check Sequence: 65	ACH Enabled: False
35031196220	Streetlights - Unmetered March	495.18	03/29/2024	100-430-3120-43160-0000	
	Check Total:	495.18			
Vendor: xcele	Xcel Energy			Check Sequence: 66	ACH Enabled: False
51-0014747051-0	14086 Northdale Blvd-Hardee's Bldg February	463.50	03/29/2024	100-410-1940-43810-0000	
51-0014793540-9	13009 Main St.-Demo House February	17.32	03/29/2024	100-410-1940-43810-0000	
51-6488907-4	GROUND STORAGE February	-346.75	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WATER TOWER ORCHID AVE 750K February	262.31	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #3 February	-1,485.95	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #7 February	-688.91	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #4 February	2,352.88	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #5 February	-538.33	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #8 February	585.14	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #8 February	179.34	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #9 February	2,064.80	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	21300 MEMORIAL DR WELL NO 3 February	4,042.66	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #5 February	529.24	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #6 February	1,164.99	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WATER TOWER G WEBER DR 400K February	371.32	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #7 February	1,896.12	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #4 February	-400.00	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #4 February	-214.20	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #6 February	-829.70	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WATER BOOSTER STATION MAIN ST Febru	-668.11	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #7 February	-400.00	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #9 February	-48.58	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	GROUND STORAGE February	2,418.50	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #3 February	-400.00	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WATER TOWER ORCHID AVE 750K February	115.72	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WATER TOWER G WEBER DR 400K February	149.46	03/29/2024	601-494-9440-43810-0000	
51-6488907-4	WATER BOOSTER STATION MAIN ST Febru	1,104.69	03/29/2024	601-494-9440-43810-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
51-6488907-4	WELL #5 February	-400.00	03/29/2024	601-494-9440-43810-0000	
51-6488908-5	LIFTSTATIONS February	1,102.76	03/29/2024	602-495-9490-43810-0000	
51-6488909-6	PARKS February	1,481.40	03/29/2024	100-450-5200-43810-0000	
51-6488910-9	Mar-Boyer -21701Industrial Blvd.	735.63	03/29/2024	100-410-1940-43810-0000	
51-6488910-9	Feb-22350 S. Diamond Lake Rd.	-198.75	03/29/2024	100-430-3000-43810-0000	
51-6488910-9	Mar-Civic Storage Bldg.-21195 Memorial Dr.	32.43	03/29/2024	100-410-1940-43810-0000	
51-6488910-9	Mar-Fire Dept.-21201 Memorial Dr.	470.64	03/29/2024	100-420-2210-43810-0000	
51-6488910-9	Feb-Event Center-12716 Main St.	179.25	03/29/2024	100-410-1941-43810-0000	
51-6488910-9	Feb-Police Dept.-21860 Industrial	-801.98	03/29/2024	100-420-2100-43810-0000	
51-6488910-9	Feb-Civic Storage Bldg.-21195 Memorial Dr.	-36.29	03/29/2024	100-410-1940-43810-0000	
51-6488910-9	Feb-Sr. Center-12913 Main St	-37.07	03/29/2024	100-450-5186-43810-0000	
51-6488910-9	Mar-Event Center-12716 Main St.	1,420.56	03/29/2024	100-410-1941-43810-0000	
51-6488910-9	Mar-Vacant City Bldg.-12909 Main St.	46.54	03/29/2024	100-410-1940-43810-0000	
51-6488910-9	Feb-Elec Interim Refund	-10.94	03/29/2024	100-410-1940-43810-0000	
51-6488910-9	Feb-Vacant Building-13017 Main St.	60.16	03/29/2024	100-410-1940-43810-0000	
51-6488910-9	Mar-Community Rm-21201 Memorial Dr.	599.00	03/29/2024	100-410-1941-43810-0000	
51-6488910-9	Mar-Vacant Building-13017 Main St.	85.18	03/29/2024	100-410-1940-43810-0000	
51-6488910-9	Feb-Fire Dept.-21201 Memorial Dr.	-69.96	03/29/2024	100-420-2210-43810-0000	
51-6488910-9	Feb-Community Rm-21201 Memorial Dr.	-89.02	03/29/2024	100-410-1941-43810-0000	
51-6488910-9	Mar-Civic Storage Bldg-21195 Mem'l Dr. Securi	17.91	03/29/2024	100-410-1940-43810-0000	
51-6488910-9	Mar-Hassan Town Hall-25000 Hassan Prkwy	88.22	03/29/2024	100-410-1940-43810-0000	
51-6488910-9	Feb-22350 S. Diamond Lake Rd.	-85.17	03/29/2024	100-410-1940-43810-0000	
51-6488910-9	Feb-Hassan Town Hall-25000 Hassan Prkwy	26.19	03/29/2024	100-410-1940-43810-0000	
51-6488910-9	Feb-Vacant City Bldg.-12909 Main St.	29.71	03/29/2024	100-410-1940-43810-0000	
51-6488910-9	Feb-Civic Storage Bldg-21195 Mem'l Dr. Securi	18.03	03/29/2024	100-410-1940-43810-0000	
51-6488910-9	Feb-Boyer -21701Industrial Blvd.	930.52	03/29/2024	100-410-1940-43810-0000	
51-6488910-9	Mar-Sr. Center-12913 Main St	151.25	03/29/2024	100-450-5186-43810-0000	
51-6488911-0	TRAFFIC SIGNALS February	1,150.69	03/29/2024	100-430-3120-43170-0000	
	Check Total:	18,594.35			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	250,898.19			
	Total of Number of Checks:	66			

Accounts Payable

Computer Check Proof List by Vendor

User: gpudas
Printed: 03/28/2024 - 4:18PM
Batch: 00005.03.2024

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: UB*00281	Eric Grant			Check Sequence: 1	ACH Enabled: False
	Refund Check 004118-000, 13829 Dahlia Dr	105.23	03/29/2024	601-000-0000-20200-0000	
	Check Total:	105.23			
Vendor: UB*00270	HP Minnesota 1 LLC			Check Sequence: 2	ACH Enabled: False
	Refund Check 010950-000, 12807 Cascade Ln	14.93	03/29/2024	601-000-0000-20200-0000	
	Check Total:	14.93			
Vendor: UB*00279	Leonard Kirscht			Check Sequence: 3	ACH Enabled: False
	Refund Check 003641-000, 22975 Fawn Tr	80.47	03/29/2024	601-000-0000-20200-0000	
	Check Total:	80.47			
Vendor: UB*00283	Arliss Krawiecki			Check Sequence: 4	ACH Enabled: False
	Refund Check 002779-000, 13087 Brookside Ln	56.66	03/29/2024	601-000-0000-20200-0000	
	Check Total:	56.66			
Vendor: UB*00280	Bernice/Andrew Lamkin			Check Sequence: 5	ACH Enabled: False
	Refund Check 008967-000, 13928 Bluewing Dr	78.54	03/29/2024	601-000-0000-20200-0000	
	Check Total:	78.54			
Vendor: UB*00273	Lennar Family of Builders			Check Sequence: 6	ACH Enabled: False
	Refund Check 012601-000, 23295 Amber Dr	47.33	03/29/2024	601-000-0000-20200-0000	
	Check Total:	47.33			
Vendor: UB*00282	Michael Lindquist			Check Sequence: 7	ACH Enabled: False
	Refund Check 009397-000, 21824 Sugar Ln	14.04	03/29/2024	601-000-0000-20200-0000	

Invoice No		Description	Amount	Payment Date	Acct Number	Reference
		Check Total:	14.04			
Vendor:	UB*00278	Henry and Ann Loukusa			Check Sequence: 8	ACH Enabled: False
		Refund Check 008407-000, 12370 Fletcher Dr	13.84	03/29/2024	601-000-0000-20200-0000	
		Check Total:	13.84			
Vendor:	UB*00277	Dorothy Luka			Check Sequence: 9	ACH Enabled: False
		Refund Check 002749-000, 13006 Brookside Ln	11.42	03/29/2024	601-000-0000-20200-0000	
		Check Total:	11.42			
Vendor:	UB*00284	Pulte Homes of MN			Check Sequence: 10	ACH Enabled: False
		Refund Check 012537-000, 12804 Weber Ln	47.33	03/29/2024	601-000-0000-20200-0000	
		Check Total:	47.33			
		Total for Check Run:	469.79			
		Total of Number of Checks:	10			

March 2024 US Bank P-Card Allocations								
Vendor	Account					Amount	Fiscal Year	Description
CRE EVENT* REG1YC3AY5B	100	410	1910	44360	0000	131.45	2024	MNREJ Land Development Summit Registration
MINNESOTA SHERIFFS ASSOC	100	420	2100	44360	0000	90.00	2024	Extreme Risk Protection Order Training - Bateman
DUOSCREENS	205	450	5205	42000	0000	(49.99)	2024	Laptop Screen Extender - Not Received
SAMSCLUB.COM	205	450	5205	42550	0000	254.08	2024	Concession Stock
AMAZON RET* 111-390228	205	450	5205	42100	0000	127.00	2024	Water Filter for Concessions
THE WEBSTAURANT STORE INC	205	450	5205	42550	0000	381.73	2024	Coffee and slush cups and lids
THE WEBSTAURANT STORE INC	205	450	5205	44040	0000	96.35	2024	Replacement Popcorn Popper doors
AMZN MKTP US*RI5FE5U61	100	410	1941	42100	0000	13.99	2024	Replacement Chair Glides
AMZN MKTP US*RI5FE5U61	205	450	5205	42550	0000	21.89	2024	Decaf K-cups Concessions stock
AMZN MKTP US*RI5FE5U61	205	450	5205	42580	0000	61.42	2024	Sock tape for resale
AMZN MKTP US*RI5FE5U61	205	450	5205	42100	0000	18.98	2024	Replacement Table Clothes Damage collected from renter.
SAMSCLUB.COM	205	450	5205	42550	0000	353.96	2024	Concessions Stock
ONLINEEEI	205	450	5205	42100	0000	216.88	2024	Pipe and drape extension
ONLINEEEI	100	410	1941	42100	0000	216.87	2024	Pipe and drape extension
MISTER CAR WASH #1601	100	420	2100	44040	0000	35.55	2024	Monthly Car Washes for Squad 6831 (Wills)
MISTER CAR WASH #1601	100	420	2100	44040	0000	35.55	2024	Monthly Car Washes for Squad 6845 (Beck)
MISTER CAR WASH #1601	100	420	2100	44040	0000	43.10	2024	Monthly Car Washes for Squad 6805 (Foster)
AMZN MKTP US*RB1IE9RI1	100	420	2100	42000	0000	78.00	2024	Desk Organizers for Patrol Officers
AMZN MKTP US*RZ3IV0E02	100	420	2100	42000	0000	39.16	2024	Desk Organizers for Patrol Officers
AMZN MKTP US*RN9EM0ER2	100	420	2100	42105	0000	22.07	2024	Strainer for Cleaning of Firearms and Storage
HOLIDAY STATIONS 0405	100	420	2100	42120	0000	15.00	2024	Fuel for UTV #6822
VISTAPRINT	100	410	1410	42000	0000	761.42	2024	Retractable Precinct Signs (5)
JIMMY JOHNS # 1235 -	100	410	1410	44310	0000	42.17	2024	Absentee working lunch (3)
DOLLAR TREE	100	410	1410	42000	0000	5.14	2024	Election supplies
COSTCO WHSE #0372	100	410	1410	44310	0000	18.98	2024	Elections - food (26 Judges)
MENARDS COON RAPIDS MN	100	410	1410	42000	0000	36.61	2024	Election supplies
TARGET 00014563	100	410	1410	42000	0000	14.77	2024	Election supplies
DUNKIN #358658	100	410	1410	44310	0000	48.92	2024	Elections - food (26 Judges)
STARBUCKS STORE 18163	100	410	1410	44310	0000	70.27	2024	Elections - food (26 Judges)
COSTCO WHSE #0372	100	410	1410	42000	0000	97.30	2024	Elections - utility cart
SQ *SQUARE PAID SERVICES	205	450	5205	44300	0000	35.00	2024	03/24 Square Location Fee RAC
SQ *SQUARE PAID SERVICES	609	497	9770	44300	0000	35.00	2024	03/24 Square Location Fee Event Center
GOVERNMENT FINANCE OFFIC	100	410	1520	44330	0000	190.00	2024	National GFOA Membership - Bruska
KWIK TRIP 81200008128	100	420	2100	42120	0000	52.91	2024	Fuel for DTF Squad
CASEYS #3460	100	420	2100	42120	0000	52.25	2024	Fuel for DTF Squad
SQ *APEX TROPHY AND AWARD	100	450	5200	42104	0000	20.00	2024	Name plate for bench donated by Eye West
HENNEPIN HAZARD WASTE	100	430	3000	44330	0000	293.57	2024	2024 Haz Mat License/Serv Fee
WWW.APWA.NET	100	430	3000	44310	0000	27.00	2024	2024 PW Works Week Poster
RDOCE BKP 020155	100	430	3000	44040	0000	132.58	2024	Curtain for Wood Chipper
MNWOMENPOLICE.COM	100	420	2100	44360	0000	461.25	2024	MN Association of Women Police Conference
MILLER CHEVROLET LLC	100	420	2210	44040	0000	228.19	2024	Rescue 11 reprograming to shutoff auto shutoff
MILLER CHEVROLET LLC	100	420	2210	44040	0000	95.00	2024	Rescue 11 reprograming charge from GM.
HARBOR FREIGHT TOOLS3250	100	420	2210	42105	0000	21.74	2024	(2X) Extension Cord Reels
HARBOR FREIGHT TOOLS3250	100	420	2210	42105	0000	13.04	2024	18" Bolt Cutter
ASSOCIATION OF MINNESO	100	420	2500	44330	0000	200.00	2024	2024 Membership Dues-Assn of MN Emergency Managers
PAYPAL *FIREMARSHAL	100	420	2210	44330	0000	40.00	2024	2024 Membership Dues-Fire Marshals Assn MN
PAYPAL *METROPOLITA	100	420	2500	44330	0000	50.00	2024	2024 Membership Dues-Metropolitan Emergency Managers Assn
FIRE DEPARTMENT SAFETY	100	420	2210	44330	0000	99.00	2024	2024 Membership Dues-FD Safety Officers
MINNESOTA SHERIFFS ASSOC	100	420	2100	44360	0000	90.00	2024	Extreme Risk Protection Order Trianing - Foster
STREICHER'S MPLS	100	420	2100	42180	0000	99.99	2024	Uniform Flashlight - Foster
BCA TRAINING EDUCATION	100	420	2100	44360	0000	75.00	2024	BCA DMT Recertification Training - Foster
WWW.CAMERONSCOFFEE.COM	100	430	3000	42000	0000	75.00	2024	Coffee
SAMSCLUB.COM	100	430	3000	42000	0000	156.62	2024	Lunchroom Supplies
AMZN MKTP US	100	410	1950	42105	0000	(147.50)	2024	Refund for items never received for Engineering.
CENTERPOINTENERGY MN GAS	100	410	1940	43830	0000	300.75	2024	1 of 3 Pyts. CHPW Centerpoint for Gas
CENTERPOINTENERGY MN GAS	100	430	3000	43830	0000	701.75	2024	1 of 3 Pyts. CHPW Centerpoint for Gas
CENTERPOINTENERGY MN GAS	100	410	1940	43830	0000	600.97	2024	Hardee's Bldg. Centerpoint for Gas
SAMSCLUB.COM	100	430	3000	42000	0000	143.76	2024	Coffee
NORTHLAND CHEMICAL CORP	100	430	3000	42160	0000	359.78	2024	Mechanic's Magic Hand Soap
AMZN MKTP US*RI2JS6VO2	205	450	5205	42000	0000	5.58	2024	Screen protector for work phone
MENARDS MAPLE GROVE MN	205	450	5205	42102	0000	107.82	2024	Hardware, PVC, ball valves, caulking, etc.
MENARDS MAPLE GROVE MN	205	450	5205	42550	0000	15.76	2024	Gatorade for RAC concessions
MENARDS MAPLE GROVE MN	205	450	5205	42100	0000	122.91	2024	Trash cans
CINCINNATI FAN	205	450	5205	42105	0000	85.29	2024	Skate Sharpener vacuum bag replacement
AMERICAN PLANNING A	100	410	1910	44360	0000	785.00	2024	APA Planning Conferencer
ZOOM.US 888-799-9666	100	410	1330	43190	0000	126.97	2024	Zoom licenses
MAILCHIMP *MISC	100	410	1325	43190	0000	45.00	2024	Monthly email listserve
SWIFTYPE.COM	100	410	1325	43190	0000	79.00	2024	Search Module for rogersmn.gov
CUB FOODS- ROGERS	100	410	1330	44310	0000	11.98	2024	Snacks for staff training
LUXAFOR	400	000	0000	10100	0000	1,658.00	2024	Notificiation lights for Phone Project
LUXAFOR	400	000	0000	10100	4005	(1,658.00)	2024	Notificiation lights for Phone Project
LUXAFOR	400	410	1330	43190	0000	1,658.00	2024	Notificiation lights for Phone Project
WWW.SIRIUSCOM.COM	100	410	1330	43190	0000	1,895.38	2024	Office 365 licenses
WWW.SIRIUSCOM.COM	100	420	2210	43190	0000	522.47	2024	Office 365 licenses for 37 fire fighters
WWW.SIRIUSCOM.COM	100	410	1330	43190	0000	396.00	2024	Intune Project

March 2024 US Bank P-Card Allocations

Vendor	Account					Amount	Fiscal Year	Description
WWW.SIRIUSCOM.COM	100	410	1325	43190	0000	15.00	2024	Administration Office G3 licenses - Stacy
WWW.SIRIUSCOM.COM	100	410	1520	43190	0000	45.00	2024	Finance Office G3 - 3 licenses
WWW.SIRIUSCOM.COM	601	494	9440	43190	0000	5.00	2024	Finance Office G3 License - Parker
WWW.SIRIUSCOM.COM	602	495	9490	43190	0000	5.00	2024	Finance Office G3 License - Parker
WWW.SIRIUSCOM.COM	603	496	9495	43190	0000	5.00	2024	Finance Office G3 License - Parker
WWW.SIRIUSCOM.COM	100	420	2210	43190	0000	30.00	2024	Fire Office G3 Licenses - Patrick and Jeff
WWW.SIRIUSCOM.COM	100	420	2100	43190	0000	60.00	2024	Police Office G3 licenses - 4 licenses
NAKIVO, INC.	100	410	1330	43190	0000	1,595.00	2024	Office 365 backup licenses
CUB FOODS- ROGERS	100	410	1330	44310	0000	11.98	2024	Snacks for staff training
SITEGROUND HOSTING	100	410	1325	43190	0000	24.00	2024	1 year Domain ID protect
LEA DATA TECHNOLOGIES	100	420	2100	43190	0000	205.00	2024	LEA software upgrade for Police
COMCAST CABLE COMM	100	420	2100	43210	0000	235.97	2024	Analog and TV Service - Police
COMCAST CABLE COMM	100	410	1330	43250	0000	146.94	2024	Internet Service - IS
COMCAST CABLE COMM	100	410	1941	43250	0000	77.45	2024	Analog, Internet and TV service - Event Center
ERGODIRECT, INC	100	410	1330	42000	0000	98.18	2024	Light sensor for IS Dept
VZWRLSS*APOCC VISB	100	420	2210	43250	0000	164.96	2024	Fire Dept cell phones
VZWRLSS*APOCC VISB	100	410	1325	43250	0000	41.24	2024	City Administrator Cell Phone
VZWRLSS*APOCC VISB	100	410	1325	43250	0000	46.24	2024	Clerk Cell Phone
VZWRLSS*APOCC VISB	100	410	1330	43250	0000	175.00	2024	IS Cell Phones
VZWRLSS*APOCC VISB	609	497	9760	43250	0000	64.36	2024	Liquor Cell Phones
VZWRLSS*APOCC VISB	609	497	9770	43250	0000	64.36	2024	Liquor Cell Phones
VZWRLSS*APOCC VISB	100	420	2100	43250	0000	1,232.19	2024	Police Department Cell Phones
VZWRLSS*APOCC VISB	100	410	1941	43250	0000	20.62	2024	Community Room Cell Phone
VZWRLSS*APOCC VISB	100	410	1950	43250	0000	156.84	2024	Engineering Cell Phone
VZWRLSS*APOCC VISB	100	450	5200	43250	0000	174.00	2024	Parks Cell Phone
VZWRLSS*APOCC VISB	100	430	3000	43250	0000	250.44	2024	PW Cell Phone
VZWRLSS*APOCC VISB	205	450	5205	43250	0000	87.48	2024	RAC Cell Phone
VZWRLSS*APOCC VISB	602	495	9490	43250	0000	89.98	2024	Sewer Cell Phone
VZWRLSS*APOCC VISB	100	450	5186	43250	0000	20.62	2024	Senior Center Cell Phone
VZWRLSS*APOCC VISB	603	496	9495	43250	0000	41.24	2024	Storm Water Cell Phone
VZWRLSS*APOCC VISB	601	494	9440	43250	0000	89.98	2024	Water Cell Phone
VZWRLSS*APOCC VISB	100	410	1325	43250	0000	46.24	2024	Admin Assistant Cell Phone
VZWRLSS*APOCC VISB	100	410	1940	43250	0000	41.24	2024	Custodian
VZWRLSS*APOCC VISB	100	410	1910	43250	0000	82.48	2024	Planning and Community Development
VZWRLSS*APOCC VISB	100	450	5120	43250	0000	41.24	2024	Recreation and Facilities Coordinator
VZWRLSS*APOCC VISB	100	410	1410	42000	0000	138.02	2024	Elections
PATCH MY PC LLC	100	420	2210	43190	0000	2,249.10	2024	Computer Patching license
USPS PO 2680000985	100	420	2210	43220	0000	10.16	2023	Certified Postage-SK
AMAZON.COM*RI9KV7XP1	100	420	2210	42000	0000	6.85	2023	Hole punch
MISTER CAR WASH #1601	100	420	2210	44040	0000	35.55	2023	Squad 1 Car Wash Pass-Mister Car Wash
AMZN MKTP US*RW9TB0K80	100	420	2210	42000	0000	38.56	2023	Laminating Sheets & Comb Bidings
AMAZON.COM*RW96F19L0	100	420	2210	42100	0000	19.95	2023	Ice scraper-SQ3
CANVA* I04069-56377921	100	420	2210	44330	0000	149.90	2023	2024 Subscription
AMZN MKTP US*RW9H90W20	100	420	2210	42180	0000	76.45	2023	Mourning Bands for Badges
AMZN MKTP US*RZ7QL0CJ0	100	420	2210	42100	0000	15.80	2023	Water Cups
AMZN MKTP US*RW96K4W12	100	420	2210	42010	0000	9.99	2023	USB to USB-C Charging Cord x3
AMZN MKTP US*RZ2JX0QK0	100	420	2210	42105	0000	115.87	2023	Traffic Control WandsX10 & Batteries
AMZN MKTP US*RZ6PS4ZL1	100	420	2210	42105	0000	27.95	2023	Wheel Chock for Heater LSU
AMZN MKTP US*RN4T27WI0	100	420	2210	42010	0000	399.00	2023	75" TV Protector-St 2
AMZN MKTP US*RN5096YH0	100	420	2210	42105	0000	43.31	2023	LSU Canopy Weight Bags
AMZN MKTP US*R65NE94M0	100	420	2210	42105	0000	55.79	2023	Glove Dispensers
CENTERPOINTENERGY MN GAS	100	420	2210	43830	0000	39.94	2023	Centerpoint Energy Balance-Fire Dept
CENTERPOINTENERGY MN GAS	100	410	1941	43830	0000	50.84	2023	Centerpoint Energy Balance-CR
CENTERPOINTENERGY MN GAS	100	420	2210	43830	0000	441.10	2023	Centerpoint Energy Balance-Fire Dept
CENTERPOINTENERGY MN GAS	100	410	1941	43830	0000	561.40	2023	Centerpoint Energy Balance-CR
MINNESOTA STATE COLLEGES	100	420	2210	44360	0000	(200.00)	2023	STICO Course Credit-Mueller
FSP BOOKS, INC	100	420	2210	44360	0000	163.84	2023	HazMat Test Prep Book x2
JIMMY JOHNS # 1235 -	100	450	5120	43445	0000	231.12	2024	Lunch for Wedding Fair vendors
CUB FOODS- ROGERS	100	450	5120	43445	0000	68.36	2024	Lunch for Wedding Fair vendors
SQ *A TOUCH OF MAGIC, INC	100	450	5120	43445	0000	974.00	2024	EITP performer deposit
AMZN MKTP US*RZ9M12YI2	100	450	5120	42100	0000	21.77	2024	Pens and stickers for LTS
AMZN MKTP US*RI27J19S1	100	430	3000	42000	0000	11.52	2024	Metal Rimmed Key Tags
CENTERPOINTENERGY MN GAS	100	410	1940	43830	0000	300.75	2024	Jan bill - CH 30%
CENTERPOINTENERGY MN GAS	100	430	3000	43830	0000	701.75	2024	Jan bill - PW 70%
CENTERPOINTENERGY MN GAS	100	410	1940	43830	0000	189.72	2024	Jan bill - CH 30%
CENTERPOINTENERGY MN GAS	100	430	3000	43830	0000	442.69	2024	Jan bill - PW 70%
AMZN MKTP US*RZ1728IQ1	100	430	3000	42000	0000	5.42	2024	Key Fob Batteries
CUB FOODS- ROGERS	609	497	9770	42100	0000	22.00	2024	Muni--fruit
CUB FOODS- ROGERS	609	497	9770	42100	0000	13.66	2024	Muni--fruit
AMAZON PRIME*RZ9TS16C1	609	497	9770	44330	0000	16.31	2024	Muni--Prime subscription
CUB FOODS- ROGERS	609	497	9770	42100	0000	19.80	2024	Muni--fruit
CUB FOODS- ROGERS	609	497	9770	42100	0000	28.30	2024	Muni--fruit
TARGET 00014563	609	497	9770	42100	0000	12.62	2024	Muni--green dye & frame
SQ *MINNESOTA JUVENILE OF	100	420	2100	44360	0000	300.00	2024	MN Juvenile Officers Association Training - Justen
AMZN MKTP US*RI06C95N1	609	497	9760	42000	0000	17.16	2024	RWAS copy paper

March 2024 US Bank P-Card Allocations								
Vendor	Account					Amount	Fiscal Year	Description
AMZN MKTP US*RW9E943O2	609	497	9760	42100	0000	20.95	2024	RWAS dot stickers, swiffers
AMZN MKTP US*RW9E943O2	609	497	9760	43420	0000	15.94	2024	RWA dog promo
TARGET 00014563	609	497	9770	42540	0000	40.74	2024	Muni pop/mix
COMCAST ST. PAUL	609	497	9770	43100	0000	597.05	2024	Muni cable March
TRUE FABRICATIONS	609	497	9760	42540	0000	69.00	2024	RWAS mix
TRUE FABRICATIONS	609	497	9760	42100	0000	193.43	2024	RWAS bags, umbrellas, c/screws
TRUE FABRICATIONS	609	497	9760	42550	0000	184.38	2024	RWAS cherries, olives
IN *10K CUSTOM LETTERING,	609	497	9770	42580	0000	408.00	2023	Muni logo'd shirts//hats
IN *10K CUSTOM LETTERING,	609	497	9770	42580	0000	2,399.00	2023	Muni logo'd shirts//hats
IN *10K CUSTOM LETTERING,	609	497	9770	42580	0000	162.00	2023	Muni logo'd shirts//hats
TRUE FABRICATIONS	609	497	9760	42550	0000	83.88	2024	RWAS olives and oranges
DICKS BAR & GRILLQWEF	100	420	2100	44360	0000	43.91	2024	Lunch - Firearms Training - Nelson & Bateman
MCDONALD'S F10274	100	420	2100	44360	0000	26.08	2024	Lunch - Firearms Training - Nelson & Bateman
CAB STORE ROGERS, MN	100	420	2100	42105	0000	71.99	2024	Torque Wrench for Armory
CHEWY.COM	100	420	2100	42107	0000	104.49	2024	K9 Zues Dog Food
CUB FOODS- ROGERS	100	420	2100	44310	0000	51.48	2024	Food for First Responders Funeral - Nelson
CULVERS OF ST PAUL	100	420	2100	44360	0000	38.40	2024	Lunch - Red Dot Instructor School - Nelson, Zachman & Bateman
PY *E&G 1122 TRIPOS	100	420	2100	44360	0000	41.10	2024	Lunch - Red Dot Instructor School - Nelson, Zachman & Bateman
MINNESOTA SHERIFFS ASSOC	100	420	2100	44360	0000	90.00	2024	Extreme Risk Protection Orders Training - Peterson
CENTERPOINTENERGY MN GAS	100	410	1940	43830	0000	218.32	2024	Hassan Town Hall Gas - Account 3593442-8 - February
MINNESOTA GOVERNMENT FINA	100	410	1520	44330	0000	70.00	2024	2024 MNGFOA Membership Renewal - Pudas
TWINCITIESCFE.ORG	100	410	1520	44330	0000	35.00	2024	2024 Twin Cities CFE Membership Renewal
ACFE	100	410	1520	44330	0000	245.00	2024	2024 Annual ACFE Membership Renewal
PP*FASTSPRING	100	430	3000	43190	0000	1,008.00	2024	Fleet maintenance program
DSOURCE/DNRSALES	100	430	3000	42105	0000	362.57	2024	Sensor for r1234yf A/C machine
VCN*MNSTATEPATROL	100	430	3000	42103	0000	44.50	2024	D.O.T. inspection stickers
4TE*COMMERS CONDITIONED W	100	410	1940	43820	0000	24.95	2024	Water service at City Hall
AMZN MKTP US*RI8TT1UW1	100	410	1410	42000	0000	15.95	2024	Shipping labels for elections
AMZN MKTP US*RZ8KN0ZW2	100	410	1325	42000	0000	34.05	2024	Sheet protectors
AMZN MKTP US*RZ8QB4WH0	100	410	1410	42000	0000	10.90	2024	Election supplies zip seals
AMAZON RET* 112-670578	100	430	3000	42100	0000	52.96	2024	Recycling bins for PW offices request by D. Cody
AMZN MKTP US*R63OL6V30	100	410	1325	42000	0000	42.57	2024	USB C cables/block and laminating sheets
AMZN MKTP US*R677W3T82	100	410	1325	42000	0000	9.99	2024	USB C cable
TARGET 00014563	100	450	5120	43445	0000	127.37	2024	Candy & Décor for the Wedding Fair
AMAZON MUSIC*RW9J903R0	100	450	5186	44330	0000	11.95	2024	Amazon Alexa Music
AMAZON.COM*RI3CQ5AS1	100	410	1941	42102	0000	571.02	2024	Commercial Garbage Cart
IN *10K CUSTOM LETTERING,	100	410	1941	42180	0000	114.00	2024	Jackets for Staff
AMZN MKTP US*RI3YD3S71	100	450	5186	43443	0000	96.86	2024	Tablecloths, Napkins, Whiteboard
AMZN MKTP US	100	450	5186	43443	0000	(34.61)	2024	Refund for Faulty Décor
FACEBK B8V7PYBSM2	100	450	5120	43420	0000	25.00	2024	Ad for Wedding Fair
AMZN MKTP US*RZ1L51C91	100	410	1941	42100	0000	44.70	2024	Kleenex and Solar Lights
AMZN MKTP US*RN8CU9520	100	410	1941	42100	0000	136.40	2024	Door Mats, Door Stoppers
AMZN MKTP US*R65DH5C30	100	410	1941	42100	0000	51.94	2024	First Aid Supplies for EC & CR
AMZN MKTP US*R65DH5C30	100	410	1941	42000	0000	32.00	2024	Folders & Cert Frame
AMZN MKTP US*R63R98K70	100	450	5186	43444	0000	155.87	2024	Spoons, Bowls, Soup Pot for Chili Feed
INT'L CODE COUNCIL INC	100	420	2230	44360	0000	39.00	2024	Inspections Training
CUB FOODS- ROGERS	100	420	2230	44385	0000	104.38	2024	Food for Burnsville Funeral
PELOTON* MEMBERSHIP	100	420	2210	44330	0000	47.87	2024	Monthly Membership
CK HOLIDAY # 06405	100	420	2210	44040	0000	11.00	2024	Car Wash Squads
NFSA	100	420	2230	44360	0000	300.00	2024	Sprinkler Plan Review Class
MINNESOTA SHERIFFS ASSOC	100	420	2100	44360	0000	90.00	2024	Extreme Risk Protection Orders Training - Tomasko
MINNESOTA CHIEFS OF POLIC	100	420	2100	43500	0000	137.00	2024	Permits to Acquire Handgun Forms
ELEGANTOFFICE/OFFACC	100	420	2100	44362	0000	4,948.12	2024	45 Black Leather Padfolios
STATE OF MN POST BOARD	100	420	2100	44330	0000	90.00	2024	POST License for Zachary Weigman
POST BOARD SERVICE FEE	100	420	2100	44330	0000	1.94	2024	Service Fee for Post License - Weigman
CSF* RTIC E2BL	100	420	2100	44385	0000	557.42	2024	Graphite Tumbler - 30 Count
SQ *TIN?S TAILOR	100	420	2100	42180	0000	262.71	2024	Uniform Patches and Alterations
5.11, INC.	100	420	2100	42180	0000	373.50	2024	Uniform Shirt and Pants
CSF* RTIC LWVF	100	420	2100	44385	0000	2,274.40	2024	Graphite Tumbler - 30 Count - 5 Cases
APPLE.COM/BILL	100	420	2100	44330	0000	2.99	2024	iCloud Storage Plan for Work Phone
MINNESOTA SHERIFFS ASSOC	100	420	2100	44360	0000	90.00	2024	Extreme Risk Protection Orders Training - Zachman
SQ *MINNESOTA JUVENILE OF	100	420	2100	44360	0000	300.00	2024	MN Juvenile Officers Association Conference - Zachman
	100	**000**	**0000**	**10100**	**0000**	**(36,450.15)**		**March 2024 P-Card Allocations**
	205	**000**	**0000**	**10100**	**0000**	**(1,942.14)**		**March 2024 P-Card Allocations**
	400	**000**	**0000**	**10100**	**0000**	**(1,658.00)**		**March 2024 P-Card Allocations**
	601	**000**	**0000**	**10100**	**0000**	**(94.98)**		**March 2024 P-Card Allocations**
	602	**000**	**0000**	**10100**	**0000**	**(94.98)**		**March 2024 P-Card Allocations**
	603	**000**	**0000**	**10100**	**0000**	**(46.24)**		**March 2024 P-Card Allocations**
	609	**000**	**0000**	**10100**	**0000**	**(4,467.94)**		**March 2024 P-Card Allocations**
				Total		**(44,754.43)**		
				Payment Total		**44,754.43**		
				Difference		**-**		

Meeting Date: April 9, 2024

REQUEST FOR ACTION
ROGERS CITY COUNCIL

Agenda Item: No. 5.3

Subject: Approval of Application for Exempt Gambling Permit for Rogers Royals Cheerleading Booster Club for May 11, 2024

Prepared By: Stacie Brown, City Clerk

Recommended City Council Action

Motion to approve an Excluded Bingo application for the Rogers Royals Cheerleading Booster Club to conduct Purse Bingo at the Rogers Municipal Bar on May 11, 2024.

Overview / Background

The Rogers Royals Cheerleading Booster Club have submitted an Excluded Bingo Application to conduct Purse Bingo and a 50/50 raffle at the Rogers Municipal Bar on May 11, 2024.

Staff Recommendation

Motion to approve an Excluded Bingo application for the Rogers Royals Cheerleading Booster Club to conduct Purse Bingo at the Rogers Municipal Bar on May 11, 2024.

Meeting Date: April 9, 2024

REQUEST FOR ACTION
ROGERS CITY COUNCIL

Agenda Item: No. 5.4

Subject: Approval of Joint and Cooperative Agreement for the Formation and Administration of the Anoka-Hennepin Narcotics and Violent Crimes Task Force

Prepared By: Daniel Wills, Chief of Police

Recommended City Council Action
Approval of Joint and Cooperative Agreement for the Formation and Administration of the Anoka-Hennepin Narcotics and Violent Crimes Task Force.

Overview / Background
The City of Rogers is a member of the Anoka-Hennepin Narcotics and Violent Crimes Task Force, and currently has one police officer dedicated to this Task Force. The attached Joint Powers Agreement (JPA) omits a police department that has left the Task Force, and has minimal language changes. This has been vetted and approved by our City Attorney.

This new version requires the signature of the Mayor, City Administrator, and Chief of Police.

Staff Recommendation
Approval of Joint and Cooperative Agreement for the Formation and Administration of the Anoka-Hennepin Narcotics and Violent Crimes Task Force.

ATTACHMENTS:
Description
2024 JPA
2024 JPA Signature Page

JOINT AND COOPERATIVE AGREEMENT FOR THE FORMATION AND ADMINISTRATION OF THE ANOKA-HENNEPIN NARCOTICS AND VIOLENT CRIMES TASK FORCE

I. PARTIES

The parties to this agreement are political subdivisions of the State of Minnesota. This agreement is made pursuant to Minnesota Statutes Section § 471.59, as amended.

II. PROBLEM AND PURPOSE

The parties hereto find that drug abuse and related violent criminal activities have increased significantly within and between their communities in recent years. As communities located on or near the northern borders of Minneapolis and St. Paul, a significant amount of drug traffic, violent crime, and organized criminal gang activity has emerged and migrated into their communities. Linked by the 610, 694, and 169 bridges over the Mississippi River, the communities share common borders with easy access which has provided a conduit for drug traffickers and criminal elements to utilize. The nature of drug law enforcement, violent crime, and the criminal enterprise associated with them does not adhere to jurisdictional boundaries. In addition, the individual parties hereto face the difficulty of limited resources and ever-increasing demands for service which make effective organized drug enforcement difficult on an individual basis.

The general purpose of this agreement is to provide coordination and joint enforcement efforts within the jurisdictional boundaries of the parties of controlled substance crimes as defined in federal, state, and local statutes, as well as related violent crime and the criminal enterprise associated with them.

III. NAME

This joint enforcement project shall be known as the Anoka-Hennepin Narcotics and Violent Crimes Task Force (herein referred to as "the Task Force").

IV. MEMBERSHIP

The parties to this agreement shall be the Cities of Anoka, Blaine, Champlin, Columbia Heights, Coon Rapids, Maple Grove, Ramsey, and Rogers, and the County of Anoka (herein collectively referred to as "the parties").

V. ADMINISTRATION

A Task Force Advisory Board is formed consisting of the Chiefs of Police and Sheriff, or his or her designee, from each party. The Task Force Commander and supervisors will serve in an advisory capacity and shall have responsibility for administration of the Task Force. A prosecuting attorney from Anoka County will act in an advisory capacity to the Board. The Anoka County Sheriff's Office will be the coordinating law enforcement agency and provide the day-to-day administration of the Task Force through the assignment of the Investigative Lieutenant, serving as the Task Force Commander. The Commander will be assisted by a Sergeant assigned to the Task Force by any of the participating Police Departments and a Detective Team Leader assigned to the Task Force by the Anoka County Sheriff's Office.

The Task Force Advisory Board members, which have voting authority, will be the Chiefs of Police and the Sheriff, or his or her designee, from each party. The votes

shall be weighed based on the number of officers assigned to the Task Force, capped at two votes per agency.

In any issue requiring a vote of the Advisory Board, a quorum consisting of a majority ofvoting members must be present to vote. In order for a motion or item to pass, a majority of the quorum must vote in favor of the motion or item.

The Advisory Board shall elect a chair to conduct board meetings and serve as liaison between the parties, the Commander, and the Board.

VI. OPERATION

Section 1. Composition

The Task Force shall consist of full-time peace officers POST licensed to practice law enforcement as defined in Minnesota Statutes, Chapter 626. One of the assigned officers shall hold the rank of Sergeant. The assigned Sergeant may come from any member agency. The minimum number of licensed peace officers each member may assign to the Task Force is one (1). Each officer will remain an employee of the party assigning the officer to the Task Force. The Advisory Board may approve a change in the composition of the Task Force upon the request of any party. Members will inform the Board of their staffing commitment in a timely manner as to allow for overall planning by the Task Force Commander. No party may be required to assign additional officers to the Task Force without the consent of the affected party.

Section 2. Chain of Command

Advisory Board: The Advisory Board shall be responsible for the overall management and budget of the Task Force as set forth in section V. of the agreement.

Executive Committee: The Board will establish an Executive Committee whose purpose is to conduct research and gather information to advise the Board, and carry out any other responsibilities or duties as described within this Joint Powers Agreement. The Executive Committee shall consist of the Advisory Board Chair, Advisory Board Vice-Chair and the Task Force Commander. Under the Task Force's prior agreement, the Chair and Vice Chair were elected to a term beginning Jan. 1, 2024 and ending Jan. 1, 2025 and shall remain in those positions under this Agreement. Each year the Board shall elect from its members an Advisory Board Vice-Chair. The term of the Chair and Vice Chair shall be one year. The Vice-Chair will assume a Board Chair vacancy by automatic succession.

Advisory Board Chair: The Advisory Board Chair shall be responsible for conducting business meetings, documenting meeting minutes and facilitating communication with members of the Advisory Board and the Task Force Commander.

Advisory Board Vice-Chair: The Advisory Board Vice-Chair will fill in for the Board Chair during absences.

Commander/Lieutenant: The Task Force Commander shall be the head of the Task Force and will also serve on the Executive Committee. A Lieutenant of the Anoka ~~County Sheriff's Office will act in this capacity at the onset of this agreement. The salary~~

and benefits of the Task Force Commander will be funded 50% from the Anoka County Sheriff's Office, and 50% from the state grant budget.

The Commander shall serve at the pleasure of the Advisory Board and may be removed by a majority vote of the Board. The Commander reports directly to the Advisory Board. The Commander will make the day-to-day operational and administrative decisions of the Task Force.

Sergeant/Team Leader: One Sergeant shall be assigned to the Task Force by one of the member agencies. One Team Leader shall be assigned to the Task Force by the Anoka County Sheriff's Office. The Sergeant and Team Leader operate at the direction of the Task Force Commander. They are responsible for the direct oversight of officers assigned to the Task Force by the parties.

Officers: Officers assigned to the Task Force operate at the direction and under the supervision of the Task Force Commander and Supervisors while assigned.

Clerical: The Task Force may hire clerical support for the Task Force from the grant budget. The County of Anoka agrees to act as the employer of the person hired.

Section 3. Equipment

Equipment purchased by the Task Force during the grant period for Task Force usage shall be divided amongst the parties by the Advisory Board at the end of the grant period if this agreement is not renewed. Upon a mutually agreed dissolution of this Task Force, all equipment owned by the Task Force will be distributed between the parties as decided by the Advisory Board. Parties are expected to also utilize their own equipment

such as body transmitters and surveillance vans on an as-needed basis. All equipment brought into Task Force use by an agency will remain the property of the agency supplying said equipment. Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any other Party for damages to or loss of its equipment arising out of participation in or assistance with Task Force operations or activities, even if the damages or losses were caused wholly or partially by the negligence of the Task Force or another Party.

Section 4. Facilities

Each Task force member will work out of a centrally located office furnished and maintained by the Task Force as provided in the annual grant budget.

Section 5. Policy and Procedure

Operational policy and procedure may be developed for the Task Force based on an examination of operational goals and administrative need. These policies and procedures will be proposed to the Advisory Board by supervisory staff who will conduct ongoing evaluations of Task Force operations and need. Policies and procedures will be implemented at the direction of the Advisory Board.

Section 6. Purchase of Evidence/Information

The purchase of evidence and information shall be done in a manner consistent with the approved policy and procedures.

Section 7. Supplies

Office supplies will be provided by the Task Force under the grant annual budget. Any supplies not itemized in the grant annual budget will be provided by that officer's employment agency.

Section 8. Sworn Personnel

Each party is providing licensed peace officers under the conditions outlined herein. Wages and benefits for these officers will be the primary responsibility of the officer's employing agency during the grant period. Wage and benefit reimbursement, to include overtime costs, may be reimbursed through the grant as approved by the Advisory Board.

An officer assigned to the Task Force by a party may be removed from the Task Force by the appointing party or through a majority vote of the Advisory Board. The party shall then appoint a suitable replacement for the removed officer.

Peace officers assigned to the Task Force shall be equipped by their employment parties with appropriate police credentials and suitable firearms. The employment party will be responsible for providing any POST required training to their officers assigned to the Task Force.

The Commander may direct additional, specialized training to be paid through the grant budget.

Section 9. Vehicles

~~The Task Force shall provide up to one vehicle for each officer assigned to the~~ Task Force. Each party will be responsible for fuel, insurance, and maintenance costs

incurred by the vehicle(s) leased for the officer(s) assigned by that party. Larger unforeseen repair costs may be presented to the Advisory Board for approval to use Task Force forfeiture funds for the repair. Upon termination of this agreement, the vehicles will either be absorbed by the parties agreeing to assume leasing obligations or returned to the leasing agency. Vehicles owned by a party and utilized by the Task Force will remain the responsibility of the party, as will costs incurred for the vehicle's use and maintenance. A party's automobile liability coverage and auto physical damage coverage, or program of self-insurance, shall be primary to any coverage maintained by the Task Force.

VII. TASKS

Section 1. The primary function and responsibility of the Task Force is to detect, investigate, gather evidence, and apprehend drug traffickers, as well as assist in violent crimes and gang related investigations, within the geographic area of the parties. As a result of the nature of covert undercover operations, it is anticipated that undercover operatives may detect or become aware of other crimes, including drug crimes, occurring both within and outside the geographical boundaries of member agencies. The Task Force will pursue other avenues of investigation only upon recommendation of the Task Force Commander and by permission of the Chief of Police or Sheriff of the particular party involved. In addition, the Task Force may be used by any of the parties for other

investigative purposes under exigent circumstances or in a capacity wherein the nature of the investigation being undertaken requires undercover officers.

Section 2. It is the mission priority of this unit to investigate drug wholesalers (those individuals who bring drugs into the Task Force area), street-level drug distributors, those persons involved in the clandestine laboratory manufacturing of illicit drugs, and individuals who attempt to acquire pharmaceutical drugs in violation of the provisions of Minnesota Statutes, Chapter 152.

Section 3. A function of the Task Force will be to gather and to disseminate controlled substance intelligence information. The Task Force will maintain an ongoing intelligence filing system. The Task Force will attempt to investigate those leads, maintain on file that information, and upon request disseminate that information to the parties hereto.

Section 4. With permission of the Task Force Commander, the Task Force will provide training to member parties requesting that service. Requests for community drug education and drug awareness will be provided only upon permission of the Task Force Commander and the department of that particular party.

Section 5. Public announcements concerning the function of the Task Force will be made only by permission of the Advisory Board in conjunction with the parties to this agreement and by approval of the Chief of Police or Sheriff of the party in which that release is to be made.

Section 6. Public announcements concerning arrests or investigations conducted by the Task Force will be made by the Task Force Commander or the Chief of Police or

Sheriff of that party, or his or her designee, where that arrest was made, and upon approval of the Task Force Commander. News releases concerning the Task Force's function, investigations, and/or arrests will not be made by any Task Force officer unless specifically requested by the Task Force Commander or the Chief of Police or Sheriff with permission of the Task Force Commander or the Advisory Board.

VIII. FINANCIAL MATTERS

Section 1. The fiscal year of the Task Force shall be the calendar year.

Section 2. The Finance Department of Anoka County will be responsible for the administration of all funds coming under the direct supervision of the Task Force, whether federal grant funds or contributions of the parties.

Section 3. The Task Force Advisory Board shall direct the Commander to prepare an annual grant application, including proposed budget, which will be presented to the parties on or before the application deadline set by the Office of Justice Programs, Minnesota Department of Public Safety. The Task Force Commander shall submit the approved grant application and budget to the Office of Justice Programs by the deadline established by the Office of Justice Programs.

Section 4. Major funding for the Task force comes from a matchinggrant from the federal government. Under the terms of that grant, the contributions of the parties shall be at least 25% of the total budget established for the current year. An individual party's financial contribution shall be proportioned to the number of officers committed to the

Task Force as shown in the grant application budget. The matching funds will be submitted to the Finance Department of Anoka County by the parties at the beginning of the grant period. Any unused match funds will be returned at the end of the grant period in a manner determined by the Advisory Board. Payment of any outstanding financial obligations shall be made in a manner determined by the Advisory Board.

Section 5. Any assets seized by the Task Force and awarded to the Task Force through administrative or judicial proceedings shall be distributed to the parties on a periodic basis as determined by the Board. The formula for distribution of these assets shall be proportioned based on the number of officers assigned for each participating agency. The Task Force Commander will be responsible for the distribution of funds or assets seized or forfeited by the Task Force.

Section 6. The Commander, upon direction and approval of the Advisory Board, is authorized to sign and enter into contracts on behalf of the Task Force as may be necessary.

Section 7. The Commander has authority to make purchases, payments, and expenditures, outside of yearly budgeted expenses, of up to $1,000 without approval of the Advisory Board. The Executive Committee has the authority to make purchases, payments, and expenditures up to $5,000 without Advisory Board approval.

IX. DEPUTATION

Officers assigned to the Task Force, while performing their assigned duties as Task Force officers in a jurisdiction other than their own jurisdiction, shall have the same

powers, duties, privileges, and immunities as conferred upon them by their own jurisdiction. The authority granted hereunder does not constitute employment by the Task Force or by the city or county in which the duty or duties are being performed. Any workers' compensation claims or work-related injury that may occur as a result of working with the Task Force shall be the sole responsibility of the officer's home jurisdiction. Further, the authority granted hereunder extends only so far as may be necessary to complete the duties assigned to the officers and terminates at the expiration of this agreement and any extension thereof. Each Party waives the right to sue the Task Force and any other Party for any workers' compensation benefits paid to its own employees or their dependents, even if the injuries were caused wholly or partially by the negligence of the Task Force or any other Party.

X. INSURANCE, INDEMNIFICATION, AND HOLD HARMLESS

Section 1. Applicability

The Task Force shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Task Force shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of M.S. 466.

Section 2. Indemnification and Hold Harmless

The Task Force shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the Task Force. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Parties except as provided herein.

Section 3. Insurance

The Task Force shall obtain liability insurance in an amount not less than the municipal tort caps set forth by Minnesota Statutes, Section 466.04 subd. 1, as amended to defend and indemnify the Task Force and its members and each member's officers, employees, and volunteers for actions arising out of this Agreement. The Task Force may obtain such other insurance it deems necessary to indemnify its members for actions arising out of this Agreement. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Party for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

Section 4.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties. Any liability in excess of insured amounts, or uninsured liability, shall be borne jointly by all the Parties, with each party bearing an equal share of the liability. For example, if there are ten parties to the agreement each party shall bear 10% of any excess or uninsured liability. This joint liability does not include liability for the acts or omission of any one party's individual officer, employee, or volunteer which arises from his or her own willful misconduct, willful neglect of duty, or bad faith.

Each party retains the right to assert and utilize any and all defenses and immunities to the fullest extent permitted by law.

XI. DURATION

Section 1. This agreement for Task Force operations shall be in effect beginning Jan. 1, 2024 notwithstanding the dates of signature by the parties, and shall continue in effect until terminated in accordance with the provisions herein. As of January 1, 2024, this agreement replaces the previous Joint Powers agreement between the parties, which began January 1, 2022.

Section 2. Any party may withdraw from this agreement on December 31 of any year by declaring its intention to withdraw in writing and providing the written notice, delivered by mail or in person, to each of the other parties on or before July 1st of that year. Notice by mail shall be deemed received three days after mailing. Withdrawal by a

party shall not result in the discharge of any legal liability incurred by such party before the effective date of withdrawal.

Section 3. This agreement shall terminate under the following circumstances:

(1) There are no remaining parties as a result of withdrawal pursuant to this agreement; or

(2) All remaining parties mutually agree to terminate this agreement; or

(3) This agreement shall terminate automatically when grant funding for Task Force activities is discontinued.

XII. CONTRACTS AND PURCHASES

Any contracts and purchases made pursuant to this agreement shall be made by the County and shall conform to the requirements applicable to Anoka County.

XIII. STRICT ACCOUNTABILITY

Pursuant to Minnesota Statute §471.59, a joint powers agreement is to provide for strict accounting of all funds and report of all receipts and disbursements. Any party to this agreement may request a strict accounting at any time.

XIV. ENTIRE AGREEMENT

This joint powers agreement constitutes the entire agreement of the parties on the matter related hereto. The agreement shall not be altered or amended, except by agreement in writing signed by the parties hereto.

DATE:_____ County of Anoka

By:_____
Micheal R. Gamache

Its: County Board Chair

By:_____
Dee Guthman

Its: Interim County Administrator

By:_____
Brad Wise

Its: Sheriff

Approved as to Form

By: _____
Bryan Frantz

Its: Assistant County Attorney

XV. SIGNATURES

All parties to this agreement need not sign the same copy of the agreement. An original agreement signed by each party to this agreement shall be maintained in the Office of the Anoka County Sheriff.

DATE:_____ City of Anoka

By:_____
Phil Rice

Its: Mayor

By:_____
Greg Lee

Its: City Manager

By:_____
Eric Peterson

Its: Chief of Police

XV. SIGNATURES

All parties to this agreement need not sign the same copy of the agreement. An original agreement signed by each party to this agreement shall be maintained in the Office of the Anoka County Sheriff.

DATE:_____ City of Blaine

By:_____
Tim Sanders

Its: Mayor

By:_____
Michelle Wolfe

Its: City Manager

By:_____
Brian Podany

Its: Chief of Police

XV. SIGNATURES

All parties to this agreement need not sign the same copy of the agreement. An original agreement signed by each party to this agreement shall be maintained in the Office of the Anoka County Sheriff.

DATE:_____ City of Champlin

By:_____
Ryan Sabas

Its: Mayor

By:_____
Bret Heitkamp

Its: City Administrator

By:_____
Glen Schneider

Its: Chief of Police

XV. SIGNATURES

All parties to this agreement need not sign the same copy of the agreement. An original agreement signed by each party to this agreement shall be maintained in the Office of the Anoka County Sheriff.

DATE:_____ City of Columbia Heights

By:_____
Amada Marquez Simula

Its: Mayor

By:_____
Kelly Bourgeois

Its: City Manager

By:_____
Lenny Austin

Its: Chief of Police

XV. SIGNATURES

All parties to this agreement need not sign the same copy of the agreement. An original agreement signed by each party to this agreement shall be maintained in the Office of the Anoka County Sheriff.

DATE:_____ City of Coon Rapids

By:_____
Jerry Koch

Its: Mayor

By:_____
Matt Stemwedel

Its: City Manager

By:_____
Bill Steiner

Its: Chief of Police

XV. SIGNATURES

XV. SIGNATURES

All parties to this agreement need not sign the same copy of the agreement. An original agreement signed by each party to this agreement shall be maintained in the Office of the Anoka County Sheriff.

DATE:_____ City of Maple Grove

By:_____
Mark Steffenson

Its: Mayor

By:_____
Heidi Nelson

Its: City Administrator

By:_____
Eric Werner

Its: Chief of Police

XV. SIGNATURES

All parties to this agreement need not sign the same copy of the agreement. An original agreement signed by each party to this agreement shall be maintained in the Office of the Anoka County Sheriff.

DATE:_____ City of Ramsey

By:_____
Mark E Kuzma

Its: Mayor

By:_____
Brain Hagen

Its: City Administrator

By:_____
Jeff Katers

Its: Chief of Police

XV. SIGNATURES

All parties to this agreement need not sign the same copy of the agreement. An original agreement signed by each party to this agreement shall be maintained in the Office of the Anoka County Sheriff.

DATE:_____ City of Rogers

By:_____
Rick Ihli

Its: Mayor

By:_____
Steve Stahmer

Its: City Administrator

By:_____
Dan Wills

Its: Chief of Police

Meeting Date: April 9, 2024

REQUEST FOR ACTION
ROGERS CITY COUNCIL

Agenda Item: No. 5.5

Subject: Approval of Ongoing Training for Rogers Police Department

Prepared By: Daniel Wills, Chief of Police

Recommended City Council Action
Motion to approve Ongoing Training with LETAC and Rogers Police Department.

Overview / Background
LETAC is a training company in Minnesota that is specifically tailored to law enforcement. This firm offers many mandated and optional training courses for our sworn staff. Each training session includes both practical and legal considerations and is customized based upon the individual needs of the municipality. Training sessions are tailored to provide participants with the appropriate tools for decision-making, performing their day-to-day duties, team collaboration, healthier workplaces, and greater understanding of litigation processes. These courses are in addition to the training that we already attend, and they serve to enhance the effectiveness and efficiency of the training our staff receives. From a high-level view, training includes the following topics:

LEATC Mandated Training will include topics outlined by Minnesota POST Board as follows: Crisis Intervention and Mental Illness Crisis, Autism, Conflict Management and Mediation, Recognizing and Valuing Community Diversity and Cultural Differences to include Implicit Bias, and Use of Force.

LETAC Elective Training will include Minnesota POST Board as follows: 4th Amendment and Traffic Stops: Advanced Search and Seizure, Foundation Policing: Report Writing and Courtroom Testimony, Human Trafficking: From Investigation to Prosecution, Evidence Based Investigations: Taking the Burden off of the Victim, Special Victims: Sexual and Domestic Assault and Stalking, Minnesota Gangs: Investigating and Prosecuting Gang Violence, Traumatic Stress and Officer Wellness: Taking the First Step, and First Amendment Audits and Data Practice Requests.

Having well-trained police officers is paramount so that we are providing the best services possible to our community. The goal is to subject officers to advanced training that will ensure they as ready as possible to encounter the myriad of challenges that they face in this profession.

The City Council approved this training service in 2023, and we are looking to renew our training in 2024, for a cost of $11,976. Our staff found this training to be very beneficial and cost effective!

This training service is budgeted for 2024, but above the staff-level purchasing authority threshold.

Staff Recommendation

Approval of Ongoing Training with LETAC and Rogers Police Department.

Financial Impact: $11,976 **Budgeted?** Yes **Source Fund:**
Notes:

Meeting Date: April 9, 2024

REQUEST FOR ACTION
ROGERS CITY COUNCIL

Agenda Item: No. 5.6

Subject: Approval of Resolution No. 2024-40, A Resolution Approving the Application to Fill Wetlands to Facilitate Roers Apartment Development Project

Prepared By: Andrew Simmons; Public Works Superintendent

Recommended City Council Action

Motion to Approve Resolution No. 2024-40 , A Resolution Approving the Application to Fill 0.27 Acres of Wetland to Facilitate the Roers Apartment Residential Development Project

Overview / Background

The City of Rogers is the Local Government Unit (LGU) responsible for the implementation of the Minnesota Wetland Conservation Act (WCA) Rules (Chapter 8420) within the limits of the City. A wetland permit application and supporting documentation has been been prepared and submitted by Braun Intertec on behalf of Roers Companies LLC, for the Roers Apartment Residential Development project.

The City of Rogers has determined, as the LGU, that the Joint Application form and supporting permit application submitted, meet and satisfy all WCA rules. This decision is good for five years.

Staff Recommendation

Motion to Approve Resolution No. 2024-40, A Resolution Approving the Application to Fill 0.27 Acres of Wetland to Facilitate the Roers Apartment Residential Development Project

Financial Impact: NA **Budgeted?** N/A **Source Fund:** NA

Notes:

ATTACHMENTS:

Description

Resolution No. 2024-40

RESOLUTION NO. 2024 – 40

RESOLUTION APPROVING THE APPLICATION TO FILL 0.27 ACRES OF WETLAND TO FACILITATE THE ROGERS APARTMENT RESIDENTIAL DEVELOPMENT PROJECT

WHEREAS, That the City of Rogers is the Local Governmental Unit ("LGU") responsible for implementation of the Minnesota Wetland Conservation Act (WCA) Rules (Chapter 8420) within the limits of the City.; and

WHEREAS, That the City of Rogers, by and through its Council, sitting as the LGU, adopts the following findings regarding the Rogers Apartments Residential Development Wetland Replacement Plan Application:

a. That the Wetland Replacement Plan Application and supporting documentation prepared and submitted on November 7, 2023 by Braun Intertec on behalf of Roers Companies, LLC describes 0.39 acres of wetland impacts

b. That the Technical Evaluation Panel ("TEP") convened at the Rogers City Office on January 23, 2024 to review the application. The TEP requested plan revisions be made to further reduce the wetland fill associated with the project

c. That a revised Wetland Replacement Plan application was provided by Braun on March 7, 2024 reduced the project wetland impacts to 0.27 acres

d. That the revised Wetland Replacement Plan Application describes replacement via the purchase of 0.54 credits to be purchased from Bank #1762 (Anoka County, Major Watershed #20, BSA 7)

e. That the TEP members reviewed the revised application on March 18, 2024 and unanimously agreed that the application satisfies WCA sequencing and replacement requirement and recommended approval of the application

f. That the City of Rogers, as the LGU, has and will fully exercise its responsibilities in ensuring the compliance with the Minnesota WCA Rules for:
    i. Local Government Unit Duties and Procedures (MR 8420.0200)
    ii. Technical Evaluation Panel (TEP) Procedures (MR 8420.0240)
    iii. Local Government Unit Application and Decision Procedures (MR 8420.0255)

g. That the City of Rogers, as the LGU, has determined that the Replacement Plan Application submitted by Braun Intertec on behalf of the Roers Companies, LLC for the Rogers Apartment project satisfies and will satisfy WCA rules and procedural guidelines for:
    i. General Application Requirements (MR 8420.0305)
    ii. Replacement Plan Applications (MR 8420.0330)

iii. Wetland Replacement Purpose and Requirement (MR 8420.0500)
iv. Sequencing (MR 8420.0520)
v. Replacement Standards (MR 8420.0522)

WHEREAS, That the City of Rogers, by and through its City Council, sitting as the LGU for the WCA, approves the application to fill 0.27 acres of wetland to facilitate the Rogers Apartment project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the above referenced wetland application and replacement plan meet the standards of Minnesota WCA Rules.

Moved by Councilmember _____, seconded by Councilmember _____.

The following voted in favor of said Resolution: _____

_____.

The following voted against the same: _____.

The following abstained: _____.

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

_____
Mayor

ATTEST:

_____
City Clerk

Meeting Date: April 9, 2024

REQUEST FOR ACTION
ROGERS CITY COUNCIL

Agenda Item: No. 5.7

Subject: Approve Change Order No. 2 for Fire Station 2, City Project No. 2209

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

---

Recommended City Council Action
Motion to Approve Change Order No. 2 for Fire Station 2, City Project No. 2209

Overview / Background
The City Council accepted bids and awarded a contract for Fire Station 2 to KUE Contractors in the amount of $8,054,000. Change Order No. 2 in the amount of $47,362.00 was due to sanitary sewer invert modifications ($46,873.00), watermain modifications (deduct $33,083.00), Department of Labor and Industry (DLI) plumbing plan review modifications ($9,477.00), storm shelter mechanical changes ($16,820.00), owner-supplied equipment rough-in changes ($4,786.00) and additional staff requested interior signage ($2,489.00).

Sanitary Invert Modifications – Upon coordination of the sanitary invert elevations against the final trench drain components, the piping elevations were required to be lowered on average approximately 2.8' across the length of the sanitary run, including interior and exterior piping. This cost captures the additional labor and equipment hours required to lower the sanitary inverts, as well as install an additional catch basin along 141st Avenue as requested by the Elm Creek Watershed Management Commission during plan review. Add $46,873.00.

Watermain Modifications -- During the Fall of 2023, New Look Contracting attempted to begin boring below 141st Avenue for the installation of the new water service to the site. Due to unforeseen conditions with buried boulders, existing utilities and roadway infrastructure, it was determined it would be best to connect into the water main at Northdale Boulevard and pipe into the building along the easement north of O'Reilly Auto Parts. This change captures the water service reroute, as well as consolidating the water and sprinkler service to a single main. Furthermore, the Civil Engineer and staff confirmed that it would be acceptable to substitute the specified PVC piping with DIP. Deduct $33,083.00.

Plumbing Plan Review Changes – This change was issued in response to the comments received during the DLI Pluming Plan Review process. Based on their review, the storm drain piping was required to increase in size from 4" to 5" and vent piping re-routed to meet code. Add $9,477.00.

Storm Shelter Mechanical Changes – This change was issued to modify the heating and ventilation design for Room 125 SCBA, also serving as the storm shelter structure. The redesign required additional heating and cooling infrastructure, as well as fire dampers to meet ICC 500 and code requirements. Add $16,820.00.

Equipment Coordination – Upon confirmation of the owner-provided fire equipment, a change was issued to modify the electrical and mechanical rough-ins to ensure the appropriate infrastructure was in place for the equipment. The cost includes modifying the gas supply for the stacked washer and dryers, including venting through the roof, as well as panel adjustments for the power supply. Add $4,786.00.

Additional Signage – Upon review of the signage shop drawings, it was requested that twelve (12) additional room signs be provided for improved wayfinding. Add $2,489.00.

Approval of this Change Order will not exceed the remaining contingency for the project. With approval of this Change Order the remaining contingency will be $863,440.00. There is also an outstanding Proposal Request (PR) for the elimination of an automatic transfer switch that should result in a deduct of over $15,000.00.

Staff Recommendation

Motion to Approve Change Order No. 2 for Fire Station 2, City Project No. 2209

Financial Impact: $47,362.00 **Budgeted?** Yes **Source Fund:** 400

Notes:

ATTACHMENTS:

Description

Change Order No. 2

Wold Recommendation Letter

Project Budget

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Rogers Fire Station 2 (222114)
14105 Northdale Boulevard
Rogers, Minnesota 55374

CONTRACT INFORMATION:
Contract For: General Construction
Date: August 24, 2023

CHANGE ORDER INFORMATION:
Change Order Number: Two (2)
Date: March 27, 2024

OWNER: *(Name and address)*
City of Rogers
22350 South Diamond Lake Road
Rogers, Minnesota 55374

ARCHITECT: *(Name and address)*
Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, Minnesota 55101

CONTRACTOR: *(Name and address)*
KUE Contractors, Inc.
130 Central Avenue South
Watkins, Minnesota 55389

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PR #01R - Sanitary Invert Modifications. *Add $46,873.00*
PR #02 - Watermain Modifications. *Deduct ($33,083.00)*
PR #05R - Plumbing Plan REview Changes. *Add $9,477.00*
PR #07 - Storm Shelter Mechanical Changes. *Add $16,820.00*
PR #08 - Equipment Coordination. *Add $4,786.00*
COP #02 - Additional Signage. *Add $2,489.00*

TOTAL CHANGE ORDER NO. 2 ADD $47,362.00

The original Contract Sum was	$	8,054,000.00
The net change by previously authorized Change Orders	$	39,198.00
The Contract Sum prior to this Change Order was	$	8,093,198.00
The Contract Sum will be increased by this Change Order in the amount of	$	47,362.00
The new Contract Sum including this Change Order will be	$	8,140,560.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion will be September 13, 2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wold Architects and Engineers	KUE Contractors, Inc.	City of Rogers
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Jake Wollensak | AIA, Associate	Jay Kuechle, Project Manager	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
March 27, 2024	March 28, 2024	
DATE	**DATE**	**DATE**

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User Notes:
(3B9ADA41)

March 28, 2024

Doran Cote
Public Works Director / City Engineer
22350 South Diamond Lake Road
Rogers, Minnesota 55374

Re: City of Rogers
Rogers Fire Station 2
Commission No. 222114

Dear Doran:

We have concluded our review of various contract changes for the Rogers Fire Station 2 project and the following recommendations represent a fair value for the work. This change order includes the following items:

PR #01R	**Sanitary Invert Modifications –** Upon coordination of the sanitary invert elevations against the final trench drain components, the piping elevations were required to be lowered on average approximately 2.8' across the length of the sanitary run, including interior and exterior piping. This cost captures the additional labor and equipment hours required to lower the sanitary inverts, as well as install an additional catch basin along 141st Avenue as requested by the Elm Creek Watershed Management Commission during plan review.	Add	$46,873.00
PR #02	**Watermain Modifications --** During the Fall of 2023, New Look Contracting attempted to begin boring below 141st Avenue for the installation of the new water service to the site. Due to unforeseen conditions with existing utilities and roadway infrastructure, it was determined it would be best to connect into the water main at Northdale Boulevard and pipe into the building along the utility easement north of O'Reilly Auto Parts. This PR captures the water service reroute, as well as consolidating the water and sprinkler service to a single main. Furthermore, the Civil Engineer and Owner confirmed that it would be acceptable to substitute the specified PVC piping with DIP.	Deduct	$(33,083.00)

PR #05R	**Plumbing Plan Review Changes –** This PR was issued in response to the comments received during the DLI Pluming Plan Review process. Based on their review, the storm drain piping was required to increase in size from 4" to 5" and vent piping re-routed to meet code.	Add	$9,477.00
PR #07	**Storm Shelter Mechanical Changes –** This PR was issued to modify the heating and ventilation design for Room 125 SCBA, also serving as the storm shelter structure. The redesign required additional heating and cooling infrastructure, as well as fire dampers to meet ICC 500 and code requirements.	Add	$16,820.00
PR #08	**Equipment Coordination –** Upon confirmation of the owner-provided fire equipment, a PR was issued to modify the electrical and mechanical rough-ins to ensure the appropriate infrastructure was in place for the equipment. The cost includes modifying the gas supply for the stacked washer and dryers, including venting through the roof, as well as panel adjustments for the power supply.	Add	$4,786.00
COP #02	**Additional Signage –** Upon review of the signage shop drawings, it was requested that twelve (12) additional room signs be provided for improved wayfinding.	Add	$2,489.00

Total Change Order No. 2 **ADD $47,362.00**

Approval of this Change Order will not exceed the remaining contingency for the project. Once approved by the City Council, please have this Change Order signed and returned to my attention. Please let me know if you have any questions or concerns.

Sincerely,

Wold Architects and Engineers

Jonathan Loose | P.E., LEED AP
Partner

cc: Jake Wollensak, Wold
Jordan Medeiros, Wold

City of Rogers
Fire Station 2
March 26, 2024

PROJECT BUDGET

	CD July 2023		BID AWARD August 2023		CONSTRUCTION March 2024		Notes
CONSTRUCTION COSTS							
Construction	$ 7,780,000		$ 8,054,000		$ 8,054,000		
Change Order 1	N/A		N/A		*$ 39,198*		
Change Order 2 (Pending)	N/A		N/A		*$ 47,362*		
SUBTOTAL CONSTRUCTION COSTS	**$ 7,780,000**		**$ 8,054,000**		**$ 8,140,560**		
FEES, TESTING, MISC. PROJECT COSTS							
Architectural Fees	$ 295,000		$ 295,000		$ 300,000		Includes FFE Design Fees
Architectural Reimbursables	$ 17,500		$ 17,500		$ 17,500		
Bond Issuance/ Fees	$ 180,100		$ 180,100		$ 180,100		
Geotechnical	$ 14,000		$ 14,000		$ 14,000		
Survey	$ 7,000		$ 7,000		$ 7,000		
SAC/ WAC Fees	$ 78,000		$ 78,000		$ 78,000		
Building Plan Review	$ 21,000		$ 21,000		$ 21,000		
Plumbing Plan Review	$ 1,340		$ 1,340		$ 1,340		
Storm Shelter Peer Review	$ 11,000		$ 11,000		$ 11,000		
Misc. Fees (Admin, Environ, Sewer, Water, Site, Assess)	$ 1,650		$ 1,650		$ 1,650		
Special Inspections/ Construction Testing	$ 36,000		$ 36,000		$ 36,000		
Commissioning	$ 15,000		$ 15,000		$ 15,000		
Project Contingency	$ 950,000	12%	$ 950,000	12%	$ 863,440	11%	*Adjusted for CO1 & CO2*
SUBTOTAL PROJECT COSTS - (FEES, TESTING)	**$ 1,627,590**	21%	**$ 1,627,590**	20%	**$ 1,546,030**	19%	
FURNITURE & EQUIPMENT / TECHNOLOGY COSTS							
Furniture	$ 80,000		$ 80,000				**$95,000 Allowance**
Furniture, Intereum					*$ 98,000*		*Estimate incl. Bed Frames & Mattresses*
Furniture by Owner - Radio Room Recliners, Dining Table & Chairs					*$ 8,625*		
Equipment	$ 150,000		$ 150,000		$ 133,500		**$150,000 Allowance**
Technology	$ 400,000		$ 400,000				
A/V, Intereum					*$ 204,000*		
Station Alert, Honeywell					*$ 50,000*		
Digital Reader Board, Leroy Signs					*$ 32,000*		
Other Misc. Technology Allowance							**$100,000 Allowance**
Security, ECSI					*$ 84,450*		
Station Alert & Mobile Radio, Ancom							
Art							
Art Installation, ArtPartners					*$ 10,000*		
Dedication Sign					*$ 2,000*		
FFE Contingency (design and construction)	$ 75,000	12%	$ 75,000	12%	$ 65,000	10%	
SUBTOTAL PROJECT COSTS - (FFE + T)	**$ 705,000**	9%	**$ 705,000**	9%	**$ 687,575**	8%	**$710,000 Budget**
SUBTOTAL CONSTRUCTION COST	$ 7,780,000		$ 8,054,000		$ 8,140,560		
SUBTOTAL PROJECT COSTS - (FEES, TESTING, MISC.)	$ 1,627,590		$ 1,627,590		$ 1,546,030		
SUBTOTAL PROJECT COSTS - (FFE/T)	$ 705,000		$ 705,000		$ 687,575		
TOTAL PROJECT COST	**$ 10,112,590**	30%	**$ 10,386,590**	29%	**$ 10,374,165**	27%	

*Council approved budget of $10,388,000 for total project costs.

Meeting Date: April 9, 2024

REQUEST FOR ACTION
ROGERS CITY COUNCIL

Agenda Item: No. 5.8

Subject: Approve Professional Services Agreements with JLG Architects, for Multipurpose Indoor Turf Facility, City Project No. 2201

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

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Recommended City Council Action
Motion to Approve Professional Services Agreements with JLG Architects, for Multipurpose Indoor Turf Facility, City Project Nos. 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 National Federation of State High School Associations (NFHS) soccer field under a pre-engineered stretched fabric structure (PEFS). Actual dimensions to be determined during initial concept design. The relationship with the PEFS suppliers will be established through (1) an RFP process or (2) through the City of Rogers Sourcewell purchasing. The city is willing to consider other building envelope types if the design team can demonstrate a more economical and efficient building type.

The city hopes to include a full-size soccer field, soccer goals, batting cages, and a play structure. The facility will also host dryland training for Rogers Youth Hockey Association (RYHA). The current site for the indoor turf facility, next to Rogers Activity Center (RAC), has been graded and is ready for a 97,500 square foot turf facility. RAC is anticipating an expansion that will include a future 2nd sheet of ice. The turf facility is intended to be designed such that a future connection to the 2nd sheet of ice is possible. The Local Option Sales Tax (LOST) budget for the facility is $10,000,000.

Terra Construction, the city's Construction Management contractor, solicited proposals from a number of civil engineering and architectural consulting firms to perform the work necessary to bring the indoor turf facility from pre-design to bidding and construction management (if needed). Four firms submitted proposals for both endeavors as follows:

Civil
Design Tree Engineering $29,750.00
Anderson Engineering $40,718.00
BKBM $143,500.00
ISG See below

Architectural/Structural
ISG $528,500.00 (includes civil)

BKV $459,900.00
JLG $450,000.00
Wold $630,000.00 (7% of $9,000,000)

The consultant selection team that consists of staff from Parks and Recreation, Public Works and Terra Construction evaluated the proposals and selected Design Tree Engineering and JLG Architects to perform the work based on their experience and their cost proposals (see attached Proposal Summary). Both consultants performed work on the original indoor turf facility and ice center expansion planning efforts. **An important consideration in selecting this design team is that the JLG Architects' Principal-In-Charge, Tom Betti, was the architect for the original RAC 20 years ago while at another firm.** In addition, the firms have the following athletic facility planning and design experience:

Design Tree Engineering Project Experience
New High School Campus – St. Cloud, MN
New High School Campus – Sartell, MN
Athletic Complex Master Plan – ROCORI School District
College Softball Complex Renovation – University Minnesota Morris
South Community Park Upgrades – Rogers, MN
South Valley Park Upgrades – Inver Grove Heights
Lions Park Improvements - Rogers, MN

JLG Architects Project Experience
Elk River Community Center - Elk River, MN
Williston Area Recreation Center - Williston, ND
Frogtown Recreation Center - St. Paul, MN
Rough Rider Event Center - Watford City, ND
NorthStar Christian Academy Sports Complex - Alexandria, MN
Starion Sports Complex | Mandan, ND
Sanford Fieldhouse Power Center - Sioux Falls, SD
Fargo Sports Complex - Fargo, ND
Alexandria High School Sports Facility Football Field - Alexandria, MN
MDU Community Bowl - Bismarck, ND
East Grand Forks Sports Center - East Grand Forks, MN
Hill-Murray Turf & Track - Maplewood, MN
Harding High School - Harding, MN
Elk River Softball Fields - Elk River, MN
Anoka Castle Field - Anoka, MN
St. Croix Valley Sports Complex - Stillwater, MN
Watford City Park District Ballfields - Watford City, ND
Valley City Outdoor Track & Field Facility - Valley City, ND
Park Nicollet TRIA Game Face Performance Center - St. Louis Park, MN
White Stadium - Boston, MA

Subsequent to selecting the preferred civil and architecture firms for the project, Terra Construction inquired from JLG Architects whether they would consider entering into a contract with Design Tree Engineering as a subconsultant. This was suggested because JLG Architect's proposal already included Design Tree Engineering as a subconsultant for mechanical, electrical and structural engineering. Both JLG Architects and Design Tree Engineering agreed to this

arrangement so there is only one Professional Services Agreement for City Council consideration.

It should also be noted that the JLG Architects proposal was broken down into phases and the Professional Services Agreement affords the city the ability to to exclude any of the phases should they not be needed.

Staff Recommendation

Motion to Approve Professional Services Agreements with JLG Architects, for Multipurpose Indoor Turf Facility, City Project Nos. 2201

Financial Impact: $479,750.00

Budgeted? Yes

Source Fund: 410 (LOST)

Notes:

ATTACHMENTS:

Description

JLG Architects DTE-LS Professional Services Agreement

Proposal Summary

Terra Construction Recommendation Letter

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made on the 10th day of April, 2024, between the **CITY OF ROGERS, 22350 S. Diamond Lake Road, Rogers MN 55374** ("City") and **JLG ARCHITECTS,** 710 S. Second Street, 8th Floor, Minneapolis MN, 55401 (“Consultant”).

Preliminary Statement

The purpose of this Agreement is to set forth terms and conditions for the provision of professional engineering services by the Consultant for the City.

The City and Consultant agree as follows:

1. **Consultant's Services**. The Consultant agrees to provide professional services as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. Consultant agrees to use the City's standard specifications in any bidding documents prepared under this Agreement. The requirements of this section may be waived by the City if the City Engineer determines that they are not necessary for the successful completion of the project. Consultants requesting a requirement to be waived must have written authorization from the City Engineer.

2. **Time for Performance of Services**. The Consultant will perform the services outlined in Exhibit A, Scope of Work within the prescribed days from the date of the contract award. Any changes in this schedule must be approved in writing by the City.

3. **Compensation for Services**. City agrees to pay the Consultant for services as described in Exhibit A, Scope of Work as may be amended from time to time by mutual written agreement by City and Consultant.

4. **Method of Payment**. The Consultant must submit itemized bills for services provided to the City on a monthly basis. Bills submitted will be paid in the same manner as other claims made to the City.

   For work reimbursed on an hourly basis, the Consultant must indicate for each employee, his or her classification, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, the total amount due, the original contracted amount, the current requested amount and the total amount. Consultant must verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, the Consultant must provide such documentation as reasonably required by the City.

5. **Audit Disclosure**. The Consultant must allow the City or its duly authorized agents reasonable access to such of the Consultant's books and records as are pertinent to all services provided under this Agreement.

Any reports, information, data, etc. given to, or prepared or assembled by the Consultant, under this Agreement which the City requests to be kept confidential must not be made available to any individual or organization without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant will become the property of the City upon termination of this Agreement, but Consultant may retain copies of such documents as records of the services provided and may reuse standard portions of such documents in the normal course of its business.

6. **Term**. The term of this Agreement will be from April 10, 2024 through final project closeout by the City Council and receipt of all Consultant deliverables, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.

7. **Termination**. This Agreement may be terminated by City by seven (7) day's written notice to Consultant delivered to the address written above. Upon termination under this provision, the Consultant will be paid for services rendered and reimbursable expenses incurred prior to the effective date of termination.

8. **Subcontractor**. The Consultant must not enter into subcontracts for any of the services provided for in this Agreement without the express written consent of the City.

9. **Independent Contractor**. At all times and for all purposes hereunder, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.

10. **Assignment**. Neither party will assign this Agreement, nor any interest arising herein, without the written consent of the other party.

11. **Services Not Provided For**. No claim for services furnished by the Consultant not specifically provided for herein will be honored by the City.

12. **Severability**. The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.

13. **Entire Agreement**. The entire Agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this Agreement will be valid

only when expressed in writing and duly signed by the parties unless otherwise provided herein.

14. **Compliance with Laws and Regulations**. In providing services hereunder, the Consultant must abide by all statutes, ordinances, rules and regulations pertaining to the provision of services to be provided. Any violation will constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

15. **Waiver**. Any waiver by either party of a breach of any provisions of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.

16. **Indemnification**. The Consultant must indemnify and hold harmless the City, its employees and agents, for all claims, damages, losses and expenses, including but not limited to attorney's fees which they may suffer or for which they may be held liable, as a result of, and to the extent of, the negligent or wrongful acts of the Consultant, his or her employees or anyone else for whom he or she is legally responsible in the performance of this Agreement.

17. **Insurance**. During the term of this Agreement, Consultant must maintain a general liability insurance policy with limits of $1,500,000 for each occurrence and $2,000,000 aggregate, for both personal injury and property damage.

    This policy shall name the City as an additional insured for the services provided under this Agreement and shall provide, as between the City and the Consultant, that the Consultant's coverage shall be the primary coverage in the event of a loss. If the Consultant is providing either architectural or engineering services, the Consultant must also maintain during the term of this Agreement a professional liability insurance policy with the same limits as for general liability. A certificate of insurance on the City's approved form which verifies the existence of these insurance coverages must be provided to the City before work under this Agreement is begun.

18. **Governing Law**. This Agreement will be controlled by the laws of the State of Minnesota.

19. **Whole Agreement**. This Agreement embodies the entire Agreement between the parties including all prior understanding and agreements, and may not be modified except in writing signed by all parties.

Executed as of the day and year first written above.

CITY OF ROGERS	**JLG ARCHITECTS**
By:_____ Rick Ihli, Mayor	By:_____
Date:_____	Its: Contracts Officer
	Date:_____
By:_____ Steven Stahmer, City Administrator	
Date:_____	

CITY OF ROGERS

INDOOR TURF FACILITY

JLG architects

PROPOSAL RESPONSE

MARCH 26, 2024

JLG Architects
710 S Second Street | 8th Floor
Minneapolis, MN 55401
612.746.4260
jlgarchitects.com

Dear City of Rogers and Terra Construction,

JLG Architects is excited to present our professional services proposal for the City of Rogers Indoor Turf Facility. For over 35 years our firm has been serving public clients and communities just like the City of Rogers, and we have developed the skills and expertise to help your City navigate the challenges associated with delivering a large project with a complex site that will require coordinating with multiple entities. We are confident that we have the right team to deliver a successful project for the City of Rogers that will support recreation and an active community for years to come. Our JLG team brings the following assets to your project:

TEAM DYNAMIC The proposed team of JLG Architects and Design Tree Engineering have decades of experience working together on hundreds of projects of varying type and complexity. Our working relationship will bring a unique efficiency to support a fast-paced design process and ensure that the project's goals and schedule will be met.

RELATIONSHIPS The JLG Architects team has an established relationship with the City of Rogers. Our teams' familiarity with the Owner team, the project site, and the existing ice arena building puts us in the pole position to hit the ground running, all within the project's proposed fast-paced design timeline.

EXPERTISE Our team at JLG is very excited about this project, as it lands right in the sweet spot of our strike zone. Our dedicated sports and recreation design studio has a deep portfolio of community sports and recreation projects that capture all things turf, ice, and beyond. We know what the keys will be to designing your new turf facility, as well as planning for the future second ice sheet expansion. By integrating the needs of today with the needs of tomorrow, we look to set your community up for success.

JLG Architects is ready and motivated to continue working with the Rogers community to see this project come to fruition. We are thankful for this opportunity and look forward to hearing from your team!

Sincerely,

Adam Barnett, AIA | Project Manager & Point-of-Contact
320.762.0368 | abarnett@jlgarchitects.com

Winner of the 2023 AIA Minneapolis Merit Award, the new community center includes an artificial turf field for a variety of sports, including football, soccer, pickleball, kataw, and lacrosse.

FROGTOWN COMMUNITY CENTER
ST. PAUL, MN

01 RELEVANT EXPERIENCE

175+

DESIGN AWARDS

Committed to raising the bar & elevating expectations

<1%

DESIGN CHANGE ORDERS

On average at JLG – the national average is 2-5%

$47M

EST. ENERGY SAVINGS

In potential energy costs on over 350 projects by using energy reduction building strategies that align with our 2030 Carbon Neutral commitment

ABOUT JLG ARCHITECTS

Since our founding in 1989 as a two-person firm in Grand Forks, North Dakota, JLG Architects has evolved into one of the country's most trusted, respected, and awarded architecture firms. With a "Design for Life" approach to architecture, our founder's integrity and vision became the firm's catalyst for national growth. Thirty-five years later, our studio-led practice empowers us to cater design services for a dynamic cross-section of clients while still carrying forward the original devotion to service we were born into.

We don't build projects, we build relationships. From our humble beginnings, this has always been more than just a job to us – it is about making life better for our clients and their communities.

We have nine offices across three states, but our portfolio reaches every corner of the country. Our team of dedicated experts bring passion, understanding, and intelligent ideas that deliver long-term strategic solutions. We love our clients because they allow us to elevate what it means to provide value, increase well-being, enhance their brand standards, and secure the bottom line; to create communities that thrive and environments that inspire, all within responsible budgets.

GOOD DESIGN & GOOD SENSE

JLG lives and breathes design excellence, making it our priority at every level, and within every role. **We use innovative design to generate solutions that solve problems and prepare our clients for the future.** Function is the baseline; form is what lifts the spirit and elevates the experience.

RAISE THE BAR, NOT THE BUDGET

Our clients' budgets are as intertwined in our design solutions as the architecture itself. We work closely with our clients to create value-driven "experiences" that are regularly cost-checked by our in-house cost estimating team. **Led by JLG's Director of Construction Services, this group has averaged 1.4% under budget on thousands of projects over 35 years.**

POSITIVE PERFORMANCE

At JLG, we do more than merely follow sustainable design certification systems like LEED. We advance comprehensive sustainability by addressing Human Experience, Positive Performance, and Financial Prosperity. We are explorers driven to discover, looking for new insights that support your own operational well-being needs. **We create solutions that meet our clients' goals while potentially lowering operation costs and designing flexible, resilient buildings that last well into the next generation.**

NORTHSTAR CHRISTIAN ACADEMY SPORTS COMPLEX
ALEXANDRIA, MN

TURF EXPERTISE

JLG takes a hands-on approach in selecting the right synthetic turf system for our clients. It all starts in understanding the intended uses for the facility, the playing surface, and the approximate project budget. Once these key project parameters are understood, we start engaging various manufacturers that we have worked with in the past, such as Field Turf, AstroTurf, Mondo Turf, Sprint Turf, Ubu, and others to find the right fit for our clients.

When it comes to synthetic turf systems and manufacturers, it literally starts from the ground up in understanding three very critical system components that all play a valuable role in performance and safety of the playing surface.

SUBBASE AND DRAINAGE Understanding the use of the field, intended field traffic, and groundwater conditions are important factors in designing a strong and suitable subbase for any athletic field – synthetic or natural. With support of geotechnical information and turf system data, the subbase requirements will need to address the right fill material to support the proper field activities and traffic. Thorough evaluation of the subsurface conditions will need to take place to allow the proper engineering, carefully specifying the correct material and quantities of sub-field fill. Getting this engineering correct is crucial to creating an even and level playing field that will support player safety and easier maintenance long-term. If the soil conditions require it, an engineered drain tile system will be incorporated to support the long-term stability of the field and playing surface.

TURF SYSTEM When selecting the right synthetic turf system for any project, the process starts by listening to clients' needs, then making sure the system is designed to meet specific program and sporting requirements. Modern, synthetic turf systems consist of four main elements: shock-absorbing padding, backing, infill material, and pile fiber type. Taking these elements into consideration, JLG will work with the City to identify the best turf system that aligns with project goals. Our team can share specific life cycle costs, current pricing, alternative infill options, scheduling issues, grooming and cleaning options, and more.

MAINTENANCE This likely goes without saying, but routine maintenance is critical to ensure the longevity of any synthetic turf system. Implementing standards and procedures that align with manufacturer recommendations will protect your investment, as well as comply with product warranties. These measures are crucial to ensure player safety and decrease the risk of injury to all participants.

JLG has been involved in many synthetic field projects across the Dakotas and Minnesota. We understand the importance of selecting the right product, routine maintenance, and designing a playing surface that prevents player injury while promoting player excellence.

Scan the QR code to read JLG's article, *A Dynamic Differentiator*, to learn how synthetic turf optimizes athletic facilities for long-term success.

RECREATION PROJECT EXPERIENCE

JLG has helped many communities meet the needs of their residents by creating new facilities for social, health, wellness, and recreation purposes that serve people of all ages, abilities, and interests. Below is a sample of our recreation facility studies and built projects of similar type and scope:

TURF

Rogers Indoor Turf Facility Study | Rogers, MN

Elk River Community Center | Elk River, MN

Williston Area Recreation Center | Williston, ND

Frogtown Recreation Center | St. Paul, MN

Rough Rider Event Center | Watford City, ND

NorthStar Christian Academy Sports Complex | Alexandria, MN

Starion Sports Complex | Mandan, ND

Sanford Fieldhouse Power Center | Sioux Falls, SD

Fargo Sports Complex | Fargo, ND

Alexandria High School Sports Facility Football Field | Alexandria, MN

MDU Community Bowl | Bismarck, ND

East Grand Forks Sports Center | East Grand Forks, MN

Hill-Murray Turf & Track | Maplewood, MN

Harding High School | Harding, MN

Elk River Softball Fields | Elk River, MN

Anoka Castle Field | Anoka, MN

St. Croix Valley Sports Complex | Stillwater, MN

Watford City Park District Ballfields | Watford City, ND

Valley City Outdoor Track & Field Facility | Valley City, ND

Park Nicollet TRIA GameFace Performance Center | St. Louis Park, MN

MDU Resources Community Bowl | Mandan, ND

White Stadium | Boston, MA

Alerus Center | Grand Forks, ND

Memorial Stadium Renovations | Grand Forks, ND

University of Minnesota Sports Bubble | Minneapolis, MN

U.S. Bank Stadium | Minneapolis, MN

Williston State College Baseball Plaza Pre-Design | Williston, ND

Valley City State University Football Practice Facility | Valley City, ND

Dakota State Athletics Event Center | Madison, SD

University of South Dakota DakotaDome | Vermilion, SD

University of Jamestown Taylor Stadium | Jamestown, ND

ICE & OTHER RECREATION

Rogers Activity Center | Rogers, MN

Maple Grove Community Center | Maple Grove, MN

Andover YMCA Community Center | Andover, MN

Chaska Firemen's Park & Curling Event Center | Chaska, MN

Crosby Community Center | Crosby, MN

Fairmont Community Center | Fairmont, MN

Shakopee Ice Arena & Community Center | Shakopee, MN

White Bear Lake Sports Center | White Bear Lake, MN

New Ulm Recreation Center | New Ulm, MN

Xtream Arena | Coralville, IA

St. Cloud Municipal Athletic Complex | St. Cloud, MN

West Fargo Sports Arena | West Fargo, ND

Gaukler Wellness Center | Valley City, ND

Prairie Lakes Wellness Center | Watertown, SD

Blaine Indoor Courts Facility | Blaine, MN

Bottineau Ice Arena | Bottineau, ND

Hopkins Ice Pavilion | Hopkins, MN

Cook County Community YMCA | Grand Marais, MN

Grand Forks Community YMCA | Grand Forks, ND

Bismarck Community YMCA Renovation | Bismarck, ND

Alexandria Community YMCA | Alexandria, MN

Runestone Community Center | Alexandria, MN

Hastings YMCA Community Center | Hastings, MN

Downtown YWCA | Minneapolis, MN

Grand Forks Family YMCA | Grand Forks, ND

Rustad Recreation Center Expansion | West Fargo, ND

Bloomington Ice Garden Facility Study | Bloomington, MN

Proctor Regional Athletic Complex | Proctor, MN

Fergus Falls Aquatic Center | Fergus Falls, MN

Chandler Ice Den | Chandler, AZ

Scottsdale Ice Den | Scottsdale, AZ

Plymouth Ice Arena | Plymouth, MN

Bowie Ice Arena | Bowie, MD

Kenosha Arena | Kenosha, WI

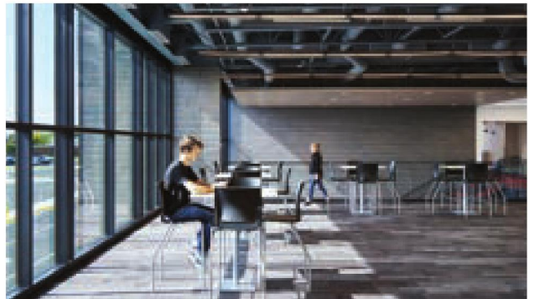
ROGERS INDOOR TURF FACILITY PRE-DESIGN

ROGERS, MINNESOTA

A Pre-Design for the Rogers Indoor Turf Facility that envisions the future of recreation for the Rogers community.

As one of the fastest-growing communities in Minnesota, Rogers relied on public input, which showed a desire from the community for more recreation facilities. This need was backed by the voters in the passing of a sales tax levy intended for the explicit use of parks & recreation projects. Indoor turf was identified through community engagement as their highest priority goal, with future indoor recreation a close second. JLG helped the City of Rogers create a vision for a recreation facility, working with the community to help unlock the value of the site's prominence. The design includes leasable retail, with the façade oriented towards the nearest intersection and facing towards the highway.

Completion Date	2021 Pre-Design
Square Footage	220,000 new construction
Cost Information	Construction Budget: $60,000,000
Client Reference	Mike Bauer, Recreation & Facilities Director 763.428.0974



ELK RIVER COMMUNITY CENTER

ELK RIVER, MINNESOTA

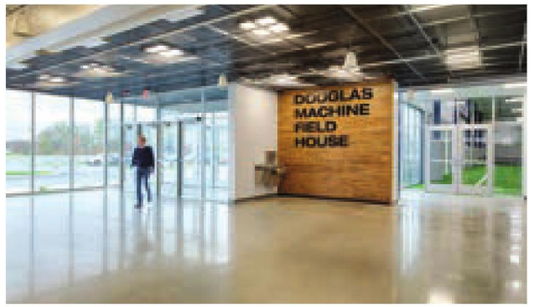
This project began as a feasibility study and led to a building addition on a tight site, including two new ice sheets, indoor turf, and a focus on multi-use activity space.

The Elk River Community Center project was completed in 2020, funded by a newly approved sales tax as a significant funding source for this expansion project. JLG helped the City re-imagine the existing facility to maximize the program offerings and accommodate an indoor, multi-purpose turf field. The 75,000 SF new addition included two new sheets of ice, a walking track, fitness space, senior center, community rooms with a catering kitchen, and upgraded concessions to serve expanded menu options. Elk River, MN, is now a hot spot for future growth, expanding year-round family recreation and community well-being.

This project involved extensive engagement with a passionate community of seniors. We found that about half of that population valued the connection and interaction with the active activities in the community center. The other half preferred a separate space away from the action. Strategic planning allowed for a variety of spaces to accommodate both values while being efficient with square footage and budget.

Completion Date	2020
Square Footage	75,000
Cost Information	Construction Cost: $26,500,000 | Project Cost: $28,500,000
Client Reference	Cal Portner, City of Elk River Administrator 763.635.1001

> “This facility is an investment that will last an eternity.”
>
> - Rick Rondazzo, FCA Hockey Director



NORTHSTAR CHRISTIAN ACADEMY SPORTS COMPLEX

ALEXANDRIA, MINNESOTA

This Sports Complex includes one ice sheet and an expansive fieldhouse space to support the Fellowship of Christian Athletes.

Designed to be the new headquarters for the national Fellowship of Christian Athletes (FCA) ice hockey program, the new NorthStar Christian Academy (NCA) Sports Complex includes one ice sheet and open fieldhouse space complete with synthetic turf flooring. The facility was designed to be fit-out with a second ice sheet and additional ice support space in a future phase to serve a growing FCA hockey program. Located within the facility and situated off the spacious lobby is the FCA Ice Hockey office suite with six offices, an open work space and a conference room. The arena also includes a viewing mezzanine for spectators overlooking the ice and fieldhouse space. The mezzanine provides access to the elevated chapel space which overlooks the arena lobby and is highlighted by abundant daylighting. The NCA Sports Complex arena was completed in the fall of 2018 and was the second building constructed as part of the NorthStar Christian Academy educational campus.

Completion Date	2018
Square Footage	74,000 new construction
Cost Information	Construction Cost: $7.930,000 6% under budget
Client Reference	Rick Rondazzo, FCA Hockey Director 320.219.6489

SANFORD FIELDHOUSE POWER CENTER

SIOUX FALLS, SOUTH DAKOTA

The Fieldhouse is the center of Sanford's wellness and power programs, designed to serve the region's youth, adult recreational sports, and professional athletes.

The Sanford Fieldhouse is an 86,000 SF facility built to be Sanford Health's flagship Power Center. The project includes indoor sports fields, tracks, training areas, and large, onsite physical and occupational therapy suites. Designed as an integral piece of the Sanford Sports Complex in Sioux Falls, SD, the Fieldhouse is the center of Sanford's wellness and power programs, which serve the region's youth sports teams, adult recreational sports enthusiasts, and professional athletes. The project was designed and built through an integrated project delivery fast-track method and went from initial design meeting to project completion and owner occupancy in less than seven months. For this project, JLG was part of the Design/Build team with Fiegen Construction.

Completion Date	2012
Square Footage	86,000 new construction
Cost Information	Confidential
Client Reference	Rob Winkels 605.312.6510

FARGO SPORTS COMPLEX

FARGO, NORTH DAKOTA

Bringing community, recreation, and all aspects of wellness together — 365 days a year — is the driving vision behind this significant regional project.

With a shared vision of increasing year-round access to wellness opportunities in the community and surrounding region, Sanford Heath and the Fargo Parks District have partnered to develop the master plan and schematic design for the Fargo Sports Complex. The 275,060 SF facility is made up of key programmatic areas: turf, ice, courts, Sanford POWER, Fargo Park District central offices, building administration, and multi-purpose. These programmatic spaces are strategically located along a central concourse to provide high visibility into each athletic space. This concourse is the main circulation spine of the facility, allowing for ease of access for athletes, clear wayfinding, and the ability to handle the cross-circulation of hundreds, or potentially thousands, of people utilizing the facility at one time. Bisecting the central concourse is a collection of support spaces. The 'support core' is comprised of spaces requiring less visibility, such as restrooms, locker rooms, and various back-of-house spaces. These spaces are positioned in versatile areas to allow for efficient, shared utilization by the adjacent athletic zones. To accommodate future growth, the owner and design team have worked together to plan for future phases that incrementally expand this facility based on the changing needs within the community.

Completion Date	Spring 2024
Square Footage	275,060 new construction
Cost Information	Confidential
Client Reference	Phillip Seik, Sanford Health Dir. of Construction Services 701.234.6876

WILLISTON AREA RECREATION CENTER

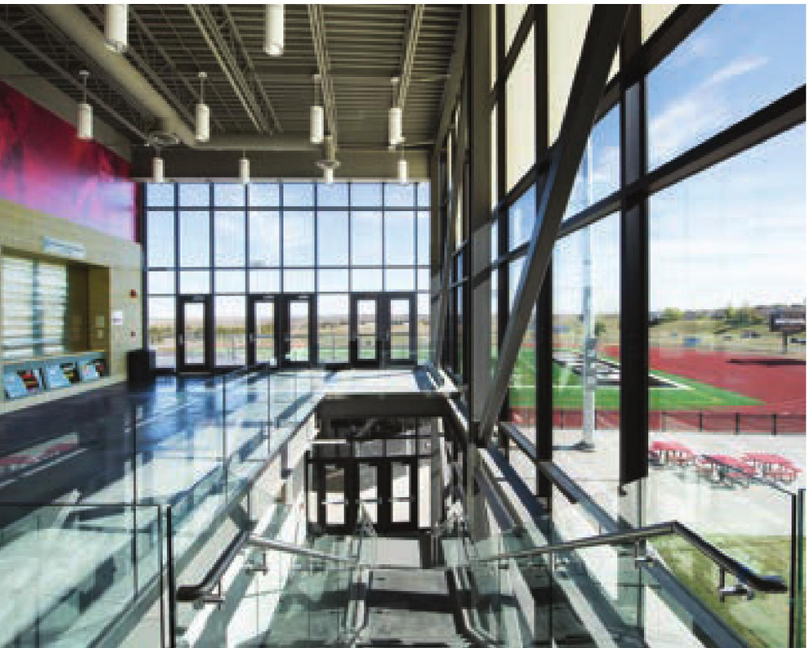
WILLISTON, NORTH DAKOTA

This project has been a major component in transforming the campus, encompassing almost every facet of recreation.

As the largest park district-owned indoor recreation center in the country, the Williston Area Recreation Center (WARC) makes a big impact on a booming community. Located on the Williston State College Campus and partnering with the Williston Park District to attract and retain families, the 236,000 SF recreation facility helps relieve boredom through a multi-activity service offering, including an aquatic center, full-sized tennis courts, four hardwood basketball courts, on-site child sitting, and community meeting places. Natural light fills the prominent aquatic center, which is complete with an indoor waterpark with slides, lazy river, zero-entry pool, and a surf-ready wave pool. A fully-accessible instructional pool and 50m competition and diving pool with spectator seating support the community's athletics. A 16,200 SF indoor turf creates a space ideal for soccer, fastpitch and baseball practices, batting cages, and pick-up volleyball games. A six-lane, 200-meter running track surrounds four hardwood basketball courts, which are open to the above fitness track and make up the extensive track and gym area. Recreational areas are complete with golf simulator, racquetball courts, spin room, group exercise classes, and cardio area. With secure on-site child sitting, youth gathering areas, senior social spaces, and technology and flex spaces for any purpose, the WARC was designed and built to suit the needs of the diverse interests and growing population of Williston – all of which were provided under budget and on schedule.

Completion Date	2014
Square Footage	234,000 new construction
Cost Information	Construction Cost: $69,497,881 .7% Under Budget .2% Design Change Orders
Client Reference	Darin Kruger, Williston Parks & Rec 701.577.5141

> “JLG will provide you with a quality project that will exceed the expectations of your citizens and visitors alike.”
>
> - Cole Higlin, Executive Director



STARION SPORTS COMPLEX

MANDAN, NORTH DAKOTA

Designed with flexibility in mind to accommodate the needs of diverse recreational activities and athletic teams across the region.

The Starion Sports Complex is a multi-sport facility featuring two sheets of ice, a gymnastics facility, a synthetic outdoor athletic field, and a synthetic running track. The 84,000 SF facility is owned and operated by the Mandan Park District. Tenants include University of Mary Hockey, Mandan School District, Mandan Hockey Club, and Dakota Star Gymnastics. The facility stair-steps across the 24-acre site to minimize site disturbance costs and take advantage of the existing topography. Common spaces, such as concessions, meeting rooms, toilet rooms, mechanical and electrical rooms, are shared by all tenants to reduce redundancy and save construction and operational expense. The facility is highly visible from Interstate 94, especially when the main concourse and grand stair are abuzz with activity during sporting events.

Completion Date	2017
Square Footage	84,500 new construction
Cost Information	Construction Cost: $21,690,776 3% Under Budget 1.2% Design Change Orders
Client Reference	Cole Higlin, Executive Director 701.75106163

HILL-MURRAY TRACK & FIELD

MAPLEWOOD, MINNESOTA

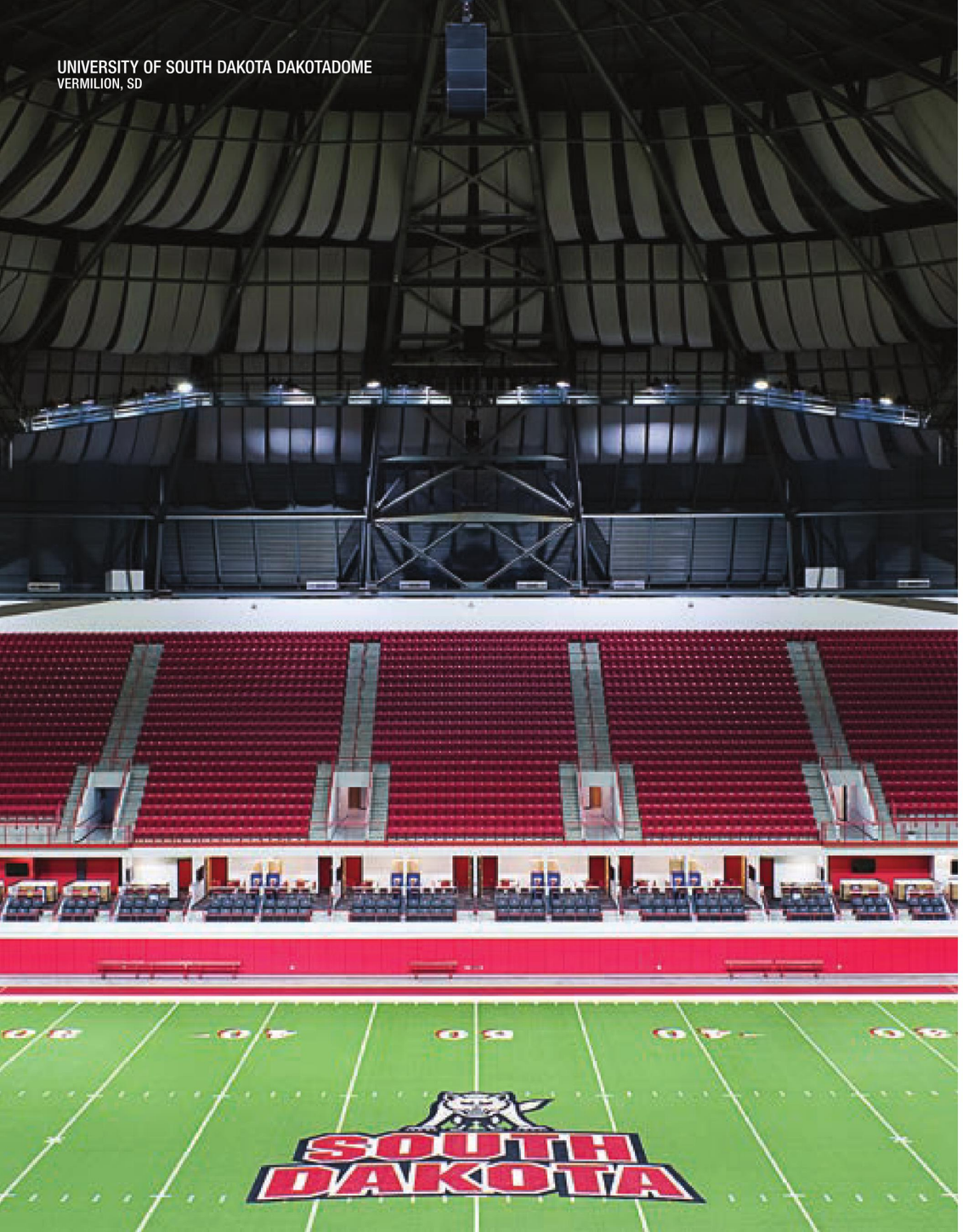
Completed with a phased construction approach, the new turf and track at Hill-Murray High School supports athletics and recreation across the Twin Cities Metro.

Renovation of Hill-Murray's track and field facilities was led by a feasibility planning process that explored replacement of the existing natural grass field and four-lane cinder track. The new facilities, completed in the fall of 2016 and 2018, include: a state-of-the-art turf for football, soccer, and lacrosse; an eight-lane urethane track; a restroom facility; a maintenance garage; and an entry plaza that serves as a gathering space for the school community. Pending additional fundraising, new restrooms will also be constructed. The communication and input process ranged from large open meetings to small workshop sessions. To guide the overall design direction, JLG's team held public presentations with over 100 people who provided input, including small-group workshops and meetings with a core committee of parents and school representatives who worked with design staff. The engagement process at Hill-Murray also included renderings and drawings that helped inform the students and aid fundraising efforts.

Completion Date	2016, 2018
Cost Information	Construction Cost: $2,600,000
Client Reference	Jim Hansen, Former Hill-Murray President 701.751.3163

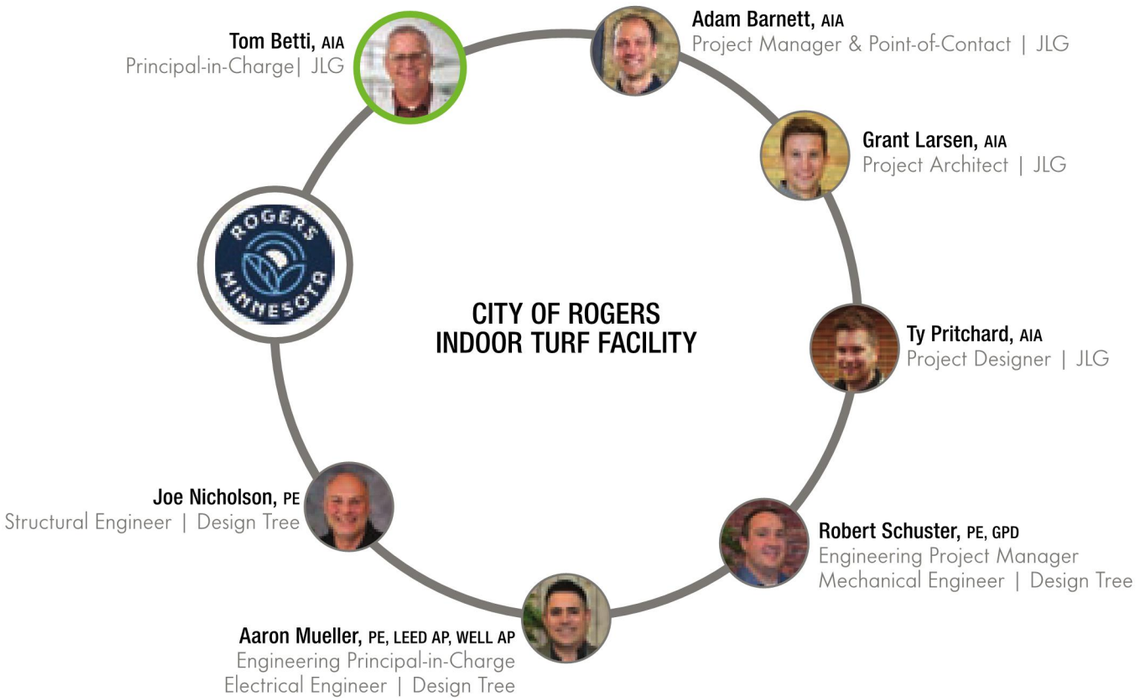
PARK NICOLLET TRIA GAMEFACE PERFORMANCE CENTER
ST. LOUIS PARK, MN

02 PROJECT PERSONNEL



UNIVERSITY OF SOUTH DAKOTA DAKOTADOME
VERMILION, SD

TEAM ORGANIZATION



Tom Betti, AIA
Principal-in-Charge| JLG

Adam Barnett, AIA
Project Manager & Point-of-Contact | JLG

Grant Larsen, AIA
Project Architect | JLG

Ty Pritchard, AIA
Project Designer | JLG

Robert Schuster, PE, GPD
Engineering Project Manager
Mechanical Engineer | Design Tree

Aaron Mueller, PE, LEED AP, WELL AP
Engineering Principal-in-Charge
Electrical Engineer | Design Tree

Joe Nicholson, PE
Structural Engineer | Design Tree

TOM BETTI
AIA

PRINCIPAL-IN-CHARGE | JLG

Registered Architect: MN #44897 | 35 Years Experience

Before merging with JLG, Tom was an original Partner at 292 Design Group, and brings over 35 years of regional and national expertise in sports and community-based projects. Tom's exceptional leadership extends from pre-design and facility planning to full design, project management, code reviews, and construction contracts that streamline the design process for resilient environments. With many relationships 20+ years strong, he commits to long-term client success, creating energized environments that quickly respond and adapt to the future needs of spectators and participants. His award-winning projects span the country, integrating specialized knowledge in community center and ice planning studies, ground-up design, adaptive reuse, and renovation of multi-purpose sports and entertainment facilities.

SELECT EXPERIENCE

- Rogers Activity Center; Rogers, MN
- Elk River Community Center; Elk River, MN
- Shakopee Community Center; Shakopee, MN
- Andover Community Center; Andover, MN
- St. Croix Valley Sports Complex; Stillwater, MN

ADAM BARNETT
AIA

PROJECT MANAGER
POINT-OF-CONTACT | JLG

Registered Architect: MN #50657 | 14 Years Experience

A Principal at JLG, Adam spearheads the firm's community and recreation projects, balancing recreational design, community wellness, programming, and efficiency in operations. He is a leader in recreation facility studies, sports and rec programming, and analysis of community growth trends; expertise that has contributed to several of the region's most successful rec centers. Adam encompasses a technical understanding of how a sports complex operates efficiently, bringing a 'sweat equity' design sensibility for solutions that engage and excite. Adam is a Registered Architect in Minnesota and North Dakota and has a Master of Architecture and Bachelor of Science in Environmental Design from North Dakota State University.

SELECT EXPERIENCE

- NorthStar Sports Complex; Alexandria, MN
- Rough Rider Event Center; Watford City, ND
- Frogtown Community Center; St. Paul, MN
- Alexandria High School; Alexandria, MN
- White Bear Lake Sports Center; White Bear Lake, MN
- Minot Park District Indoor Recreation Facilities; Minot, ND
- Runestone Community Center Expansion; Alexandria, MN

GRANT LARSEN
AIA

PROJECT ARCHITECT | JLG

Registered Architect: MN #58039 | 13 Years Experience

A JLG Project Architect, Grant brings 13 years of experience as a sports and recreation-focused designer, with demonstrated expertise in complex community facilities and planning projects. He is a Registered Architect in Minnesota and brings extensive knowledge in sustainable design and visualization technologies. Grant earned a Master of Architecture with an emphasis in Sustainable Design and a Bachelor of Architecture from Judson University in Elgin, IL. At Judson, Grant was recognized with an Outstanding Performance Award, a Faculty Award, and an Academic Excellence Award from the National Honor Society.

SELECT EXPERIENCE

- Rogers Indoor Turf Facility Pre-Design; Rogers, MN
- Fargo Sports Complex; Fargo, ND
- Breese Stevens Field; Madison, WI
- Fairmont Community Center; Fairmont, MN
- White Stadium; Boston, MA
- Dakota State University Athletics Event Center; Madison, SD
- University of Jamestown Taylor Stadium; Jamestown, ND
- Xtream Arena; Coralville, IA

TY PRITCHARD
AIA

PROJECT DESIGNER | JLG

Registered Architect: ND #2793 | 12 Years Experience

As a Project Designer and Registered Architect at JLG, Ty brings over 12 years of multi-faceted expertise in sports architecture and field turf projects. He has valuable experience designing projects with both indoor and outdoor turf, each with unique conditions requiring extensive knowledge of turf products and procedures. Ty helps clients establish their goals, define parameters for success, and visually communicate through the lens of integrated design. He is an active community volunteer who dedicates his free time to Extra Life for Sanford Children's Hospital and Boy Scouts of America as a Chapter Executive Board Member. Ty earned a Master of Architecture in 2012 from North Dakota State University.

SELECT EXPERIENCE

- Fargo Sports Complex; Fargo, ND
- Williston Area Recreation Center; Williston, ND
- University of South Dakota DakotaDome Renovation; Vermilion, SD
- Xtream Arena; Coralville, IA
- Bloomington Ice Garden Renovation; Bloomington, MN

ROBERT SCHUSTER
PE, GPD

ENGINEERING PROJECT MANAGER
MECHANICAL ENGINEER | DESIGN TREE

Professional Engineer: MN #52691 | 17 Years Experience

Robert specializes in the design of HVAC and plumbing systems for building renovations and new construction. His primary responsibilities include technical leadership of our mechanical department, project management and client interaction, HVAC system selection and design, plumbing design, and MEP coordination with other disciplines. Robert's proven technical skills, solid understanding of the Minnesota Mechanical, Plumbing, and Commercial Energy Codes, and past project experiences enable him to implement strategic energy-saving features and controls into mechanical system designs. Robert will be Design Tree's overall Project Manager and mechanical point-of-contact for the project. He will engage other mechanical team members and coordinate with other disciplines to deliver a successful, well-coordinated project.

SELECT EXPERIENCE

- Orono Public Works Facility; Orono, MN
- New High School; Sartell, MN
- Grant County Government Center; Elbow Lake, MN
- Camp Ripley New Fire Hall; Little Falls, MN
- Wright County Satellite Building; Otsego, MN

AARON MUELLER
PE, LEED AP, WELL AP

ENGINEERING PRINCIPAL-IN-CHARGE
ELECTRICAL ENGINEER | DESIGN TREE

Professional Engineer: MN #46184 | 21 Years Experience

Aaron specializes in the electrical design of various building types and understands remodel, addition, and new construction projects and their power, lighting, and low voltage implications. Aaron incorporates cost-effectiveness, durability, and efficiency into his designs with a thoughtful, active listening approach that makes for a successful project. Aaron will act as the electrical point-of-contact and, as an owner of Design Tree, the Principal-in-Charge. He will coordinate with other electrical staff and other disciplines for quality control from the early design phases through construction.

SELECT EXPERIENCE

- Lions Park; Rogers, MN
- Orono Public Works Facility; Orono, MN
- New High School; Sartell, MN
- New Community Center; Sartell, MN
- New Government Center; St. Joseph, MN

JOE NICHOLSON
PE

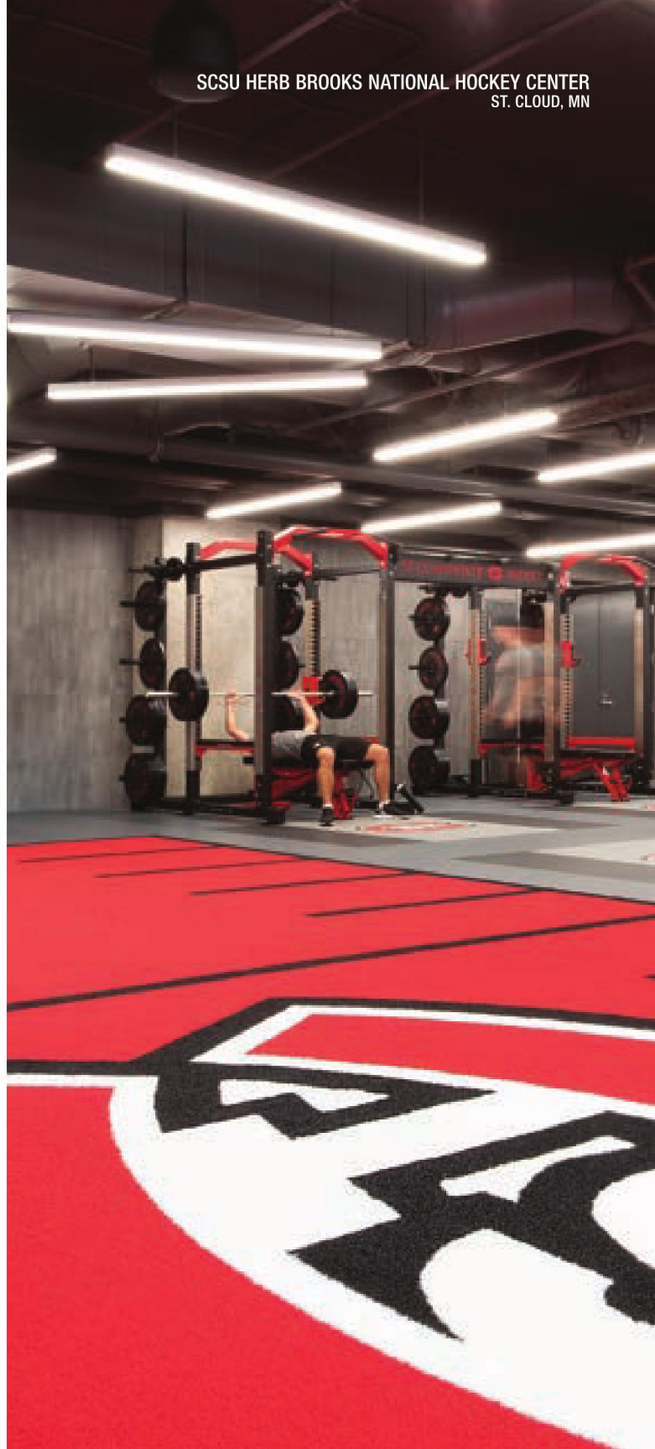
STRUCTURAL ENGINEER | DESIGN TREE

Professional Engineer: MN #44104 | 22 Years Experience

Joe is a licensed Structural Engineer with over 22 years of design and project management experience. His nationwide experience is centered around building and site structures constructed out of concrete, masonry, steel, and wood for both typical and atypical loading situations. Although Joe is regularly involved in the design of new structures, he also undertakes many renovation projects utilizing both traditional and non-traditional methods and materials. Joe's project responsibilities will be the structural design point-of-contact and coordination with the structural team, other engineering disciplines, and Architect.

SELECT EXPERIENCE

- New YMCA; Alexandria, MN
- New High School Stadium; Cold Springs, MN
- Orono Public Works Building; Orono, MN
- Runestone Arena Upgrades; Alexandria, MN



UNIVERSITY OF MINNESOTA GIBSON NAGURSKI SPORTS BUBBLE
MINNEAPOLIS, MN

03 PROJECT APPROACH

PROJECT APPROACH

Our approach to successful project management and delivery can be summed up as: COMMUNICATION, COLLABORATION, and COORDINATION.

Effective COMMUNICATION starts with the JLG team listening to the City of Rogers team. We want to hear your project vision, goals, aspirations, and criteria for success.

- **Team Engagement**: Actively listening to the project stakeholders from the kick-off meeting through the design process is the best way to ensure a successful project. This is the way JLG operates, which has created raving fans of our many past and long-term clients.
- **Project Management:** Over our 35-year history, JLG has honed a strong Project Manager-led culture, which includes tools that enhance the flow of information and strengthen communication between the design team and you, as well as within the design team.

Meaningful COLLABORATION starts with mutual respect for the knowledge, insights, expertise, and experience that all parties bring to the process. Building upon active listening, we will engage with the Rogers community and stakeholders in planning, conceptualizing, and visualizing your project.

Thorough COORDINATION between JLG design team members ensures that we are all in alignment around your project requirements and expectations.

WORKPLAN

JLG Architects has successfully delivered small and large complex community recreation facilities throughout the upper midwest for various clients including private, public, and municipal entities, as well as unique partnerships pairing multiple entities. We will combine our robust project management approach with our sports design expertise to support the client and team on a successfully delivered indoor turf facility. Our approach will include:

- Overall site and recreation masterplanning in the concept phase with advanced preliminary planning and programming for the future ice arena addition
- Leveraging our expertise in sports facilities design to efficiently plan and layout space for:
  - Soccer
  - Baseball/Softball
  - Lacrosse
  - Football
  - Hockey Dryland Training
  - General Fitness (walking and exercise)
  - Promoting other unique programming opportunities for rentals and revenue generation
- Robust coordination and communication with the Owner's team members:
  - Terra Construction
  - Civil Engineer and site/landscape planner
  - Fire Sprinkler engineer
  - Unique building package provider (PEFS, PEMB, or other)
- Supporting successful construction and building erection in the construction phase, with service from our in-house specialized construction administration team

Our expansive project experience is proof that our process and approach can successfully support your project at every phase and see it through to reality.

The design of Alexandria High School's new athletic complex uses advanced turf draining techniques and materials, complete with lines for both football and soccer.

ALEXANDRIA HIGH SCHOOL
ALEXANDRIA, MN

04
PROFESSIONAL COMPENSATION

ANDOVER YMCA COMMUNITY CENTER
ANDOVER, MN

PROPOSED COMPENSATION

JLG Architects is pleased to be considered to provide the City of Rogers with Architectural Design services for the new Indoor Turf Facility. Below is the proposed compensation for our team to complete the scope of work identified in the Request for Proposals and outlined in this proposal. JLG Architects has never lost a project based on compensation and would be more than happy to sit down with the City and discuss the alignment of project scope and proposed compensation if desired.

Schematic Design	$72,000
Design Development	$157,500
Construction Documents	$99,000
Bidding Phase	$9,000
Construction Administration	$112,500
Total Study Compensation	**$450,000**

HOURLY RATES

JLG Architects		Design Tree Engineering			
Principal Architect	$265	Principal	$240	Technician IV	$155
Project Architect	$160	Engineer/Land Surveyor IV	$200	Technician III	$140
Project Designer	$130	Engineer/Land Surveyor III	$175	Technician II	$115
Job Captain	$130	Engineer/Land Surveyor II	$155	Technician I	$100
Project Assistant	$110	Engineer/Land Surveyor I	$130	Admin. Assistant	$80

For Additional Services that may arise and be appropriate for the project, JLG Architects would provide those services based upon a negotiated sum for the work, prior to completing the work requested.

Compensation Notes

1) All compensation figures above are fixed, not to exceed figures.
2) All compensation figures include reimbursable expenses under the basic compensation.
3) Proposal figures above are valid for up to 100 days following the submission of this proposal.

Engineering News-Record

Top Design Firms in the U.S.

Building Design+Construction

Top Sport Architecture Giants in the U.S.

Great Place to Work Institute

Great Place to Work-Certified™

Construction Specifications Institute

National Firm Award for Environmental Stewardship

JLG architects

100% EMPLOYEE-OWNED ESOP

jlgarchitects.com

City of Rogers

Indoor Turf Facility
Professional Services Proposal

3/26/2024

DESIGN TREE
engineering + land surveying

HKGi

3/26/2024

Tom Brown - President
Terra Construction
tbrown@terragc.com

Re: City of Rogers Indoor Turf Facility
Civil/Landscape/Site Planning Professional Services Qualifications and Fees

Dear Mr. Brown,

Thank you for allowing the Design Tree/HKGi Team the opportunity to provide a Professional Services Qualification and Fee Proposal to the City of Rogers for the Indoor Turf Facility Project. Our Team's specialists have reviewed the city's Request For Proposals and prepared this response which outlines our proposed staff, relevant experience, and fee structure for your consideration.

The Design Tree/HKGi team is uniquely qualified to work with the City of Rogers on this project based on our experience with the City of Rogers, related projects, our project approach, and our site understanding gained during the planning process. This understanding positions our team for success and allows for a competitive cost proposal.

Our team's experience delivers projects with attention to detail and respect for process. The city's RFP outlines the vision for these spaces while recognizing that a robust preliminary design phase is necessary before the creation of construction documents and bidding can take place. We enjoy this collaborative process and relish the outcome of brainstorming ideas. We create to-scale graphics that enhance the process and will show how the site improvements fit into the context of the overall vision of the City of Rogers for Activity Center Site. Our workload and available staff will allow us to give the prompt attention that this project deserves.

Thank you for the opportunity to work with The City of Rogers in creating a site to support the Indoor Turf Facility and set the stage for future improvements that will complete the vision of this important community asset.

Sincerely,

Jeremy Anderson, PE
President

jea@dte-ls.com
Cell: 320-808-3855

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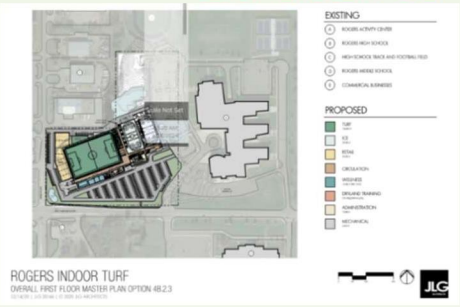
DESIGN TREE
engineering + land surveying

QUALIFICATIONS

Design Tree Qualifications

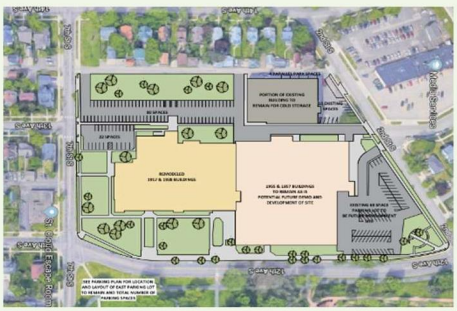
Design Tree Engineering was founded in 2006 with a foundational vision that we would use Municipal Engineering expertise and apply it to public sector real estate planning, design, and construction. Over 15 years later our prominence and successful project portfolio continues to grow. Our familiarity weaves through the public and private sectors and from site design of a retail building through entire public campus planning, design, and construction. We are comfortable leading projects where infrastructure drives the project or working as a subconsultant on a team lead by an Architecture or Landscape Architecture firm.

RELEVANT EXPERIENCE



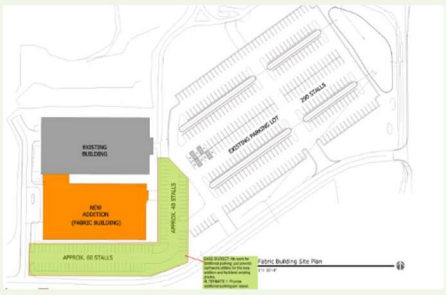
City of Rogers New Turf Facility Planning:

The City of Rogers retained the JLG/Design Tree team to evaluate the feasibility of expanding the current Rogers Activity Center (RAC) complex on to a former golf facility. Expansion plans at the RAC were driven by a community need for indoor turf and a future second sheet of ice. Design Tree's role was to assist with site planning, site circulation, utility capacity, wetland impacts and storm water management.



City of St. Cloud Conversion of Tech High School to City Hall:

Residents of St. Cloud voiced a priority to keep the 100-year old Tech High School part of the community fabric as the school district moved in to their state-of-the art new high school. A collaboration between the district and the City of St. Cloud developed a solution of converting the urban centered school into city offices. Design Tree provided Civil/Mechanical/Electrical Engineering for the project that had the challenge of integrating the site into the neighborhood.



Scheels Sports Complex Arena Expansion:

Sartell is rapidly growing bedroom community in the St. Cloud area. The residents and city are working hard to respond to the growth with new and expanding amenities including the arena expansion of the privately held complex. This facility will be multi-use ice and turf with supporting training and meeting spaces. Design Tree has been involved with the planning and fund-raising process for the past six years and is excited for the ultimate construction. We have provided planning, Civil/Structural/Mechanical Engineering for this effort.

RELEVANT EXPERIENCE (CONT)

Sartell New High School and Activity Complex:

The Sartell – St. Stephen School District passed a referendum in 2016 that included the construction of a new High School. Design Tree provided Civil Engineering Services to design a softball "pinwheel", varsity baseball field, five multi-purpose practice fields, and two multi-purpose varsity fields for soccer and football. Site design also included parking lots, drives, trails, and gathering spaces. Extensive coordination between the district and the City of Sartell for infrastructure projects to support the project including a multi-use trail that traverses the site and connects to the city trail system.

St. Cloud Tech New High School and Activity Complex:

The St. Cloud Area School District passed a referendum in 2016 that included the construction of a new High School. Design Tree provided Civil Engineering services to design the activities complex that consists of two baseball fields, three softball fields, four multi-purpose fields, a synthetic turf football stadium, and tennis courts. Challenging site conditions included wetlands, a trout stream through the site, a high ground water table, and no city infrastructure serving the site. These challenges were handled by coordinating with the city, creative storm water management strategies, and an efficient complex layout.

DESIGN TREE RESUMES

Jeremy Anderson, PE

Vice President – Civil Team Leader
Years Experience: 23
Years with Design Tree: 15
Education:
University of Minnesota
BS Civil Engineering
University of Minnesota
MS Infrastructure Engineering

Jeremy is the team leader for Design Tree Engineering's civil department. He has served public and private sector clients with all aspects of their projects from master planning to design through construction. His experience and diligence during every phase of a project for everything from parking lot to complete commercial, educational, and governmental campuses provides the basis for detailed, constructible documents and projects. This experience coupled with Jeremy's emphasis on responsiveness, accountability, trust, and communication results in successful projects meeting the client's defined expectations.

Jeremy will leverage his athletic master planning experience to brainstorm the park improvements and transition this to a practical, common-sense design. His role as Civil Team Leader will assist in making sure the right staff is on the job and deadlines are met.

Project Experience:

New High School Campus – St. Cloud, MN
New High School Campus – Sartell, MN
Athletic Complex Master Plan – ROCORI School District
College Softball Complex Renovation – University Minnesota Morris
South Community Park Upgrades – Rogers, MN
South Valley Park Upgrades – Inver Grove Heights

Mike Gerber, PE

Civil Engineer
Years Experience: 10
Years with Design Tree: 7
Education:
University of Minnesota Duluth
BS Civil Engineering

Mike is a licensed Civil Engineer with 10 years of design and project management experience that understands how to navigate site design and multi-jurisdictional approvals. His clear communication, attention to detail, and level-headed approach make for successful projects. Mike recognizes that site design is typically a project's lead effort and focuses on setting the right tone. His project responsibilities will be the site design point of contact and coordination with the civil team, other engineering disciplines, and Architect.

Project Experience:

South Community Park Upgrades – Rogers, MN
Lions Park Improvements – Rogers, MN
New High School Campus – Sartell, MN
High School to City Hall Conversion/Remodel – St. Cloud, MN
New High School Campus – St. Cloud, MN

HKGi RESUMES

Paul Paige, PLA
President
Years Experience: 35
Education:
University of Minnesota
BLA Landscape Architecture

For more than three decades Paul has provided design and landscape architecture leadership for park, campus, and open space design projects across the state of Minnesota. His experience includes planning and designing athletic fields, athletic complexes, and community facilities at a variety of scales for communities such as Rogers, Maple Grove, Champlin, Elk river, Prior Lake, Minneapolis, and Chaska. He has also provided quality control and design review for hundreds of projects during his career.

Project Experience:

- South Community Park – Rogers, MN
- Lions Central Park Splash Pad – Rogers, MN
- Gleason Fields Athletic Complex – Maple Grove, MN
- Youth Athletic Complex – Elk River, MN
- Athletic Facility Needs Study – Chanhassen, MN
- Countryside Park Improvements – Edina, MN

Tim Solomonson, PLA
Landscape Architect
Years Experience: 12

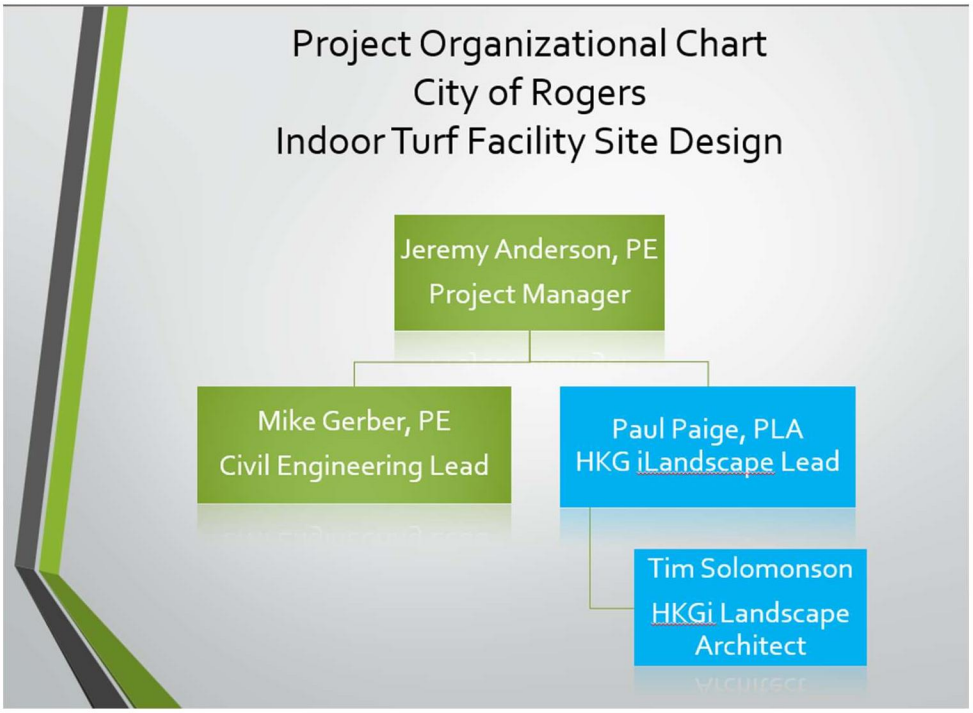
Education:
University of Minnesota
Master of Urban and Regional Planning, master of Landscape Architecture, and Bachelor of Environmental Design.

Tim has provided landscape architecture services on a wide variety of design projects and has built a growing portfolio of completed improvement projects. His attention to detail, technical knowledge, and ability to work with agency staff, vendors, and contractors throughout the design and construction process make him a valuable contributor to complicated improvement projects.

Project Experience:

- Gleason Fields Athletic Complex – Maple Grove, MN
- School Knoll Park Improvements – Otsego, MN
- Fernbrook Fields Athletic Complex - Maple Grove, MN
- Northeast Athletic Fields Park Improvements – Minneapolis, MN
- Spring Lake Park Master Plan – Prior Lake, MN

PROJECT ORGANIZATIONAL CHART



FEES

Design Tree's proposes a lump sum fee of **$28,500** for delivery of all phases outlined in the RFP. We allocate **$1,250** for additional reimbursable expenses. Fee schedule for Design Tree is shown below.

FEE SCHEDULE

Principal	$240/hour
Engineer/Land Surveyor IV	$200/hour
Engineer/Land Surveyor III	$175/hour
Engineer/Land Surveyor II	$155/hour
Engineer/Land Surveyor I	$130/hour
Technician IV	$155/hour
Technician III	$140/hour
Technician II	$115/hour
Technician I	$100/hour
Administrative Assistant	$80/hour

Reimbursable Expenses

Mileage	@ Federal Mileage Rate
Postage/Shipping	@ Cost
Meals and Lodging	@ Cost

City of Rogers Indoor Turf Facility
RFP Response Summary

Civil / Landscape / Site Planning

	Cover Letter	Experience	Staffing	Scope/Approach	Fees	
Design Tree Engineering	X	City of Rogers	DTE	?	$ 28,500.00	Lump Sum
		City of St. Cloud	HKGi		$ 1,250.00	Reimb
		Scheels Sports Complex Planning			**$ 29,750.00**	
		City of Sartell				
Anderson Engineering	X	City of Rogers -many projects	AE Staff	Outline provided	$ 6,626.00	Concept
		Vadnais Heights Indoor Turf			$ 16,968.00	DD
		Providence Academy			$ 11,134.00	CD
					$ 5,990.00	CA
					$ 40,718.00	
BKBM	X	Rogers High School	BKBM	Outline provided	$ 123,000.00	Lump Sum
			Calyx		$ 20,500.00	Landscape
			Sunde		**$ 143,500.00**	
					$ 20,700.00	Survey
ISG					***Incl with Arch Proposal***	

Architectural / Structural / MEP

	Cover Letter	Experience	Staffing	Scope/Approach		
ISG	X	Many similar projects	ISG	Outline provided	$ 76,000.00	Concept
					$ 109,000.00	DD
					$ 225,000.00	CD
					$ 14,500.00	Permitting
					$ 104,000.00	CA
					$ 528,500.00	**Total (includes civil)**
BKV	X	Some similar projects	BKV	Outline provided	$ 82,700.00	Concept
			True North		$ 128,800.00	DD
					$ 133,400.00	CD
					$ 18,400.00	Bidding
					$ 96,600.00	CA
					$ 459,900.00	**Total (need to add civil partner)**
JLG	X	Many similar projects	JLG	Outline provided	$ 72,000.00	Concept
			DTE Struct		$ 157,500.00	DD
			DTE MEP		$ 99,000.00	CD
					$ 9,000.00	Bidding
					$ 112,500.00	CA
					$ 450,000.00	**Total (need to add civil partner)**
Wold	X	Many similar projects	Wold	Outline provided	Lump Sum	Concept
			BKBM Struct		Lump Sum	DD
			B&M Landscape		Lump Sum	CD
			Loeffler costing		Lump Sum	Bidding
			B32 Ice		Lump Sum	CA
					$ 630,000.00	**Total (need to add civil partner)**
						7% of $9,000,000

763.463.0220
877.604.2118

info@terragc.com
terragc.com

April 4, 2024

Attn: Doran Cote
City of Rogers
22350 South Diamond Lake Road
Rogers, MN 55374

RE: Local Options Sales Tax | Recommendations for Indoor Turf Facility Design

Dear Mr. Cote:

Terra Construction (Terra), serving as the Construction Manager for the City of Rogers, worked with City Staff to develop a process to select design teams to work on the design for the new Indoor Turf Facility that is part of the LOST program. The Rogers City Council approved moving forward with the selection of a design team to develop the construction documents for a $10,000,0000 Indoor Turf Facility.

Terra presented a draft Request for Proposal (RFP) for both Architectural and Civil services to staff for review and editing. We finalized each RFP and issued them to multiple vendors to secure responses. We clarified and scoped all vendor responses, met with city staff to review the responses, and have included recommendations within the body of this letter.

INDOOR TURF FACILITY and SITE IMPROVEMENTS

Terra issued RFP 's for:

1. **Architectural, Structural & MEP Design Services** for the **City of Rogers Indoor Turf Facility**
2. **Civil, Landscape & Site Planning Design Services** for the **City of Rogers Indoor Turf Facility**

RFP's were issued to the following Architectural firms:

- BKV Group, DLR Group, HTG Architects, ISG, JLG architects and Wold Architects & Engineers
- We received a statement of qualifications and proposal responses from BKV, ISG, JLG and Wold

RFP's were issued to the following Civil, Landscape & Site Planning firms:

- Anderson Engineering, BKBM, Design Tree Engineering and ISG
- We received a statement of qualifications and proposal responses from all firms solicited. ISG chose to propose as one combined proposal.

Terra evaluated the proposals, clarified scope, and presented all proposals to city staff along with a summary for discussion. We met and reviewed each proposer's submission on Monday April 1, 2024, and

unanimously agreed that we would recommend JLG Architects for the Architectural, Structural & MEP Design Services and Design Tree Engineering (DTE) for the Civil, Landscape & Site Planning Design Services.

Some of the factors that determined the recommendation were:

- Similar project experience of firm and team proposed.
- Past positive project experience working with the City of Rogers.
- JLG is utilizing DTE for the MEP services, thus, teaming them with their Civil team made sense. JLG is willing to have DTE's civil scope included in their contract if the city desires to issue one contract.
- The combination of JLG's fees and DTE's fees was the most competitive.
- Tom Betti, JLG Principal-in-Charge, did the original design of the RAC nearly 20 years ago.

Terra's recommendation is for the City of Rogers to award a contract to:

1. **JLG Architects for $450,000 for the Architectural, Structural & MEP for the Indoor Turf Facility**
    a. Schematic Design $72,000
    b. Design Development $157,500
    c. Construction Documents $99,000
    d. Bidding Phase $9,000
    e. Construction Phase $112,500
2. **Design Tree Engineering for $29,750 for the Civil, Landscape & Site Planning for the Indoor Turf Facility**
    a. Lump Sum $28,500
    b. Reimbursables $1,250

Terra was asked by city staff when we would have our first cost estimate to determine what we could afford for the $10,000,000 budgeted. We believe that we will need to get through the concept design phase before we can create budgets that represent the affordable scope. It will be very important to explore creative building envelope systems that will help to manage the ultimate overall budget, and this will need to be done early during the concept design phase. The current schedule has the design efforts kicking off around April 22, 2024, with conceptual design options being available for pricing in May/June 2024.

Please review the information contained in this letter and let me know if you have any questions.

Respectfully,

Thomas H. Brown
President

THB/tb

Attachment: Proposal Tabulation

C: Andrew Simmons and Mike Bauer, City of Rogers
file

Meeting Date: April 9, 2024

REQUEST FOR ACTION
ROGERS CITY COUNCIL

Agenda Item: No. 5.9

Subject: Approval of Resolution 2024-44 Accepting Utility Improvements and Authorizing a Letter of Credit Reduction for Towns at Fox Creek 2nd Addition

Prepared By: Brett Angell, Community Development Director

Recommended City Council Action

Motion to approve Resolution 2024-44 accepting utility improvements for continual maintenance and authorizing a letter of credit reduction for the Towns at Fox Creek 2nd Addition, subject to the receipt of a two-year maintenance bond.

Overview / Background

The City Council approved a Developer's Agreement with M&I Homes of Minneapolis/St. Paul, LLC related to the Towns at Fox Creek 2nd Addition development on June 27th, 2023. The development agreement corresponded to the second phase of the development, which included 36 townhome units on parcels totaling fifteen acres and corresponding improvements. The Towns at Fox Creek development as a whole includes a total of 148 units.

A request to reduce securities has been received. After review of the development agreement and authorizing resolutions, staff are recommending the reduction of the letter of credit from the original amount of $952,935 to $95,294 (90% reduction). Release is subject to the receipt and approval of a two-year warranty bond.

Staff Recommendation

Staff recommend the approval of Resolution 2024-44 accepting utility improvements for continual maintenance and authorizing a letter of credit reduction for the Towns at Fox Creek 2nd Addition, subject to the receipt of a two-year maintenance bond.

ATTACHMENTS:

Description

Resolution 2024-44

RESOLUTION NO. 2024 - 44

ACCEPTING UTILITY IMPROVEMENTS AND AUTHORIZING A LETTER OF CREDIT REDUCTION FOR TOWNS AT FOX CREEK 2nd ADDITION

WHEREAS, in accordance with the Development Agreement dated June 27, 2023, M&I Homes of Minneapolis/St. Paul, LLC, a Limited Liability Corporation, developer of Towns at Fox Creek 2nd Addition, has agreed to install certain improvements for said development, and

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

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

NOW THEREFORE, BE IT RESOLVED, by the City Council of Rogers, County of Hennepin, Minnesota, that the financial guarantee requirements are reduced as follows below and that the required guarantee for the items be reduced from $952,935 to $95,294:

Category	Original Amount	Current Amount	New Amount	% of Original Amount
Landscaping	38,750.00	38,750.00	38,750.00	100%
Road Improvements	229,337.50	229,337.50	56,544.00	25%
Utility Improvements - (Storm Sewer)	304,894.50	304,894.50	-	0%
Utility Improvements - (Water Main)	217,537.50	217,534.50	-	0%
Utility Improvements - (Sanitary Sewer)	162,415.50	162,415.50	-	0%
Total	952,935.00	952,935.00	95,294.00	10%

BE IT FURTHER RESOLVED, that the utility improvements are accepted for continuous maintenance as of April 9, 2024.

Councilmember moved, Councilmember seconded the motion.

The following voted in favor of said resolution:

The following voted against said resolution:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this April 9, 20224

_____
Mayor

ATTEST:

_____
City Clerk

Meeting Date: April 9, 2024

REQUEST FOR ACTION
ROGERS CITY COUNCIL

Agenda Item: No. 5.10

Subject: Approval of Items Related to Big Woods 2nd Addition Final Plat

Prepared By: Alec Henderson, City Planner

Recommended City Council Action

Move to approve Resolution 2024-37 approving the final plat of Big Woods Crossing 2nd Addition.

Move to approve execution of the developer's agreement for Big Woods Crossing 2nd Addition.

Overview / Background

Forestar RE Group, USA (Developer), has requested approval of a revised Final Plat for Phase 2 of Big Woods. The developer previously received approval for a revised Phase 1 on August 8, 2023 consisting of 55 residential units (Big Woods Crossing).

The Development Plan, Preliminary Plat, and Variance requests for Big Woods, a 207-unit mixed residential subdivision (Development) were approved on March 22, 2022. The Development is located at the intersection of Territorial Road and Tucker Road in Rogers. The development plan includes the construction of a new intersection with Tucker Road, a new intersection with 129th Avenue, and a new intersection with Territorial Road.

The phase 2 Final Plat, Big Woods Crossing 2nd Addition, consists of 82 residential units (consisting of 68 single family and 14 townhome units) and will be conditioned on completion of a plat opinion by the City Attorney and compliance with said opinion by the Developer. This includes complete revisions as required by the City Attorney and/or revisions to the construction plans as required by the City Engineer.

Primary Issues to Consider

1. Land Use & Zoning
2. Plat Standards
3. Development Agreements

Analysis of Primary Issues

1. Land Use & Zoning

The approved Preliminary Plat includes 207 new housing units which include 68 townhome units and 139 single family units on approximately 74 total acres. The proposed Big Woods Crossing 2nd Final Plat will includes all 40 acres of the Big Woods site with future development areas and permanent ponding platted as outlots. The Final Plat for Phase 2 will include 68 single family units and 14 townhome units, for a total of 82 units. The subject property for the development has two

(2) different Land Use and Zoning designations.

The 2040 Comprehensive Plan guides Parcel 1 (Gmach) as **Mixed Residential (MR)**; it is zoned **Mixed Residential (R4)**. The required net residential density range is 4.0 to 15.0 units per net acre for this zoning and guidance and the proposed density is 4.13 units per net acre. Townhomes and single-family homes, as proposed for Parcel 1, are all Permitted Uses by the R4 zoning district.

Parcel 2 (Hagel) is guided as **Low Density Residential (LDR)** and zoned **Single-Family Residential (R2)**. The required net residential density range is 2.0 to 5.0 units per net acre. The proposed density is 2.14 units per net acre. Only single-family homes are permitted in R2 zoning. The overall density for the Development is 3.31 units per net acre.

The application was submitted with the intent to comply with all current zoning standards for the R4 and R2 districts.

2. Plat Standards

By R4 standards, home sites in the R4 district are required to have the following minimums: 25-foot front yard and side yard (street) setbacks, 5-foot side yard (interior) setbacks, 20-foot rear yard setbacks for single-family units and 30-foot rear yard setbacks for multi-family units, 50-foot maximum lot widths, and no more than 75% lot coverage. By R2 standards, home sites in the R2 district are required to have the following minimums: 25-foot front yard and side yard (street) setbacks, 10-foot side yard (interior) setbacks, 20-foot rear yard setbacks, 65-foot minimum lot widths, and no more than 75% lot coverage.

The final plat proposes to meet the required lot standards and is consistent with the previously approved preliminary plat.

Plat standards are satisfied.

3. Development Agreements

The Development Subdivision Agreement for Phase 2 of the development is attached. Agreements specifically address the terms, conditions, and financial obligations of the Development.

Homeowners Association (HOA)

The townhome area of Big Woods shall be managed by a HOA. The Developer will create HOA documents for the purpose of the Development.

Staff Recommendation

City staff recommends approval of the Final Plat for Big Woods Crossing 2nd addition submitted by Forestar, and related development agreements.

Motion to approve Resolution No. 2024-37, approving the Final Plat for Big Woods Crossing 2nd Addition.

Motion to approve the Development Agreement for Big Woods Crossing 2nd Addition.

ATTACHMENTS:

Description

Resolution 2024-37, Final Plat Big Woods Crossing 2nd Addition
Developers Agreement for Big Woods Crossing 2nd Addition
Final Plat - Big Woods Crossing 2nd Addition

RESOLUTION NO. 2024-37

A RESOLUTION GRANTING APPROVAL OF THE FINAL PLAT FOR BIG WOODS CROSSING 2ND ADDITION

WHEREAS, Forestar (USA) Real Estate Group, Inc. (Developer) has requested from the City of Rogers Final Plat (Plat) approval for Big Woods Crossing 2nd Addition, as legally described in Exhibit A; and,

WHEREAS, the Developer intends to construct a 207-unit residential subdivision, consisting of 139 detached single-family units and 68 townhome units located on two properties (PIDs: 21-120-23-41-0011 and 22-120-23-33-0006) ("Subject Property) on Territorial Road in phases; and,

WHEREAS, the 1st addition Final Plat of the Development, titled "Big Woods Crossing", consisted of 55 residential units and 8 outlots previously approved by Resolution 2023-59; and,

WHEREAS, this 2nd phase, Big Woods Crossing 2nd Addition will consist of 82 residential units and 3 outlots as legally described in the attached Exhibit A; and,

WHEREAS, on March 22, 2022, the City Council approved Resolution No. 2022-30, approving the Preliminary Plat for the development on the Subject Property; and,

WHEREAS, the Subject Property is guided Mixed Residential and Low Density Residential, and is correspondingly zoned Mixed Residential (R4) and Single-Family Residential (R2); and,

WHEREAS, the Plat satisfies R2 and R4 zoning standards, and is consistent with the Preliminary Plat for the Big Woods development as approved by the City Council on March 22, 2022, per Resolution No. 2022-30.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the Final Plat for Big Woods Crossing 2nd Addition is hereby approved for Phase 2 of the Big Woods Development as proposed by the Developer, and is conditioned upon the Developer complying with the plat opinion and complete revisions to the Plat as may be required by the City Attorney and conditioned upon the developer revising the construction plans as may be required by the Public Works Director and City Engineer.

BE IT FURTHER RESOLVED, the City of Rogers and Forestar (USA) Real Estate Group, Inc. shall execute a Subdivision Agreement for the Development, identifying the terms and conditions of the development and fees, escrows and financial security obligations of the Developer, including payment of any assessments levied against the Subject Property. The Agreement shall be filed with Hennepin County for recording.

BE IT FURTHER RESOLVED, the Final Plat shall be not be released for recording until the Developer's Agreement is executed by both parties and all fees, escrows, financial security obligations and assessments due with Phase 2 are received by the City; recording of the Final Plat with the land records office of Hennepin County must occur within 30 days of its release by the City to Developer.

Moved by Councilmember , seconded by Councilmember

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 9th day of April, 2024.

_____
Rick Ihli, Mayor

ATTEST:

_____
Stacie Brown, City Clerk

EXHIBIT A

BIG WOODS CROSSING ADDITION
LEGAL DESCRIPTIONS

Existing Legal Descriptions:
Outlot C, Oulot E and Outlot G, BIG WOODS CROSSING, according to the recorded plat thereof, Hennepin County, Minnesota.
AND
That part of the Southwest Quarter of the Southwest Quarter of Section 22, Township 120, Range 23, Hennepin County, Minnesota, lying North of the centerline of the former "Territorial Road" platted as Hennepin County State Aid Highway No. 116, Plat 21.

Proposed Legal Descriptions:

Lots 1 through 11 inclusive, Block 1; Lots 1 through 17 inclusive, Block 2; Lots 1 through 5 inclusive, Block 3; Lots 1 through 3 inclusive, Block 4; Lots 1 through 4 inclusive, Block 5; Lots 1 through 5 inclusive, Block 6; Lots 1 through 5 inclusive, Block 7; Lots 1 through 7 inclusive, Block 8; Lots 1 through 15 inclusive, Block 9; Lots 1 through 3 inclusive, Block 10; Lots 1 through 7 inclusive, Block 11; and Outlots A, B, and C, BIG WOODS CROSSING 2ND ADDITION, Hennepin County, Minnesota.

[Torrens Cert#]
[Abstract Cert#]

DEVELOPER'S AGREEMENT

BIG WOODS CROSSING 2ND ADDITION

THIS DEVELOPER'S AGREEMENT ("Agreement") is made this _____ day of _____, 2024 by and between the City of Rogers, a municipal corporation under the laws of Minnesota ("City"), located at 22350 Diamond Lake Road, Rogers, Minnesota 55374, and Forestar RE Group, USA, located at 20860 Kenbridge Court, Lakeville, MN 55044 ("Developer").

RECITALS

A. The preliminary platted development site encompasses 72.1 gross acres, of which the Development is a 207-unit residential development located between Territorial Road and 129th Avenue and east of Tucker Road, in the City of Rogers, Minnesota. The site is proposed to be developed in phases, Phase 2 of the development is located on the property legal described in Exhibit A ("Subject Property).

B. The City Council approved the Preliminary Plat for Big Woods, a 207-unit residential development ("Development") by Resolution No. 2022-30 on March 22, 2022. The Final Plat for phase 1, Big Woods Crossing, was approved by Resolution No. 2023-59 on August 8, 2023 for the development of 31 Single Family lots and 24 Townhome units for a total of 55 total residential units, (collectively, "City Approvals").

C. Phase 2 of the development, Big Woods Crossing 2nd Addition, of the Subject Property consists of 31 Single Family lots and 24 Townhome units for a total of 55 total residential units, as more specifically set forth in Exhibit D approved through Resolution 2024-37. The Final Plat also includes 8 outlots.

D. Developer agrees to comply with all requirements set forth by applicable City Codes, City Approvals and the Approved Plans, as herein defined and depicted on the attached Exhibit C and Exhibit D, except as may be specifically authorized in this Agreement.

F. The City and the Developer now desire to enter into this Agreement setting forth certain requirements and obligations relating to the development of the Subject Property, including but not limited to the execution and recording of certain instruments. This Agreement replaces and supersedes any previous oral agreements, understandings, or previous negotiations between the parties in relation to the Subject Property.

G. Developer shall perform work and install certain on and off-site improvements related to the Development, including specific improvements to the Subject Property, as indicated in the Approved Plans, as described in Section 1.01, and other development standards and requirements as identified in Article Two of this Agreement. Said improvements to the Subject Property described herein and attached hereto shall be referred to hereafter as the "Improvements."

AGREEMENT

In consideration of each party's promise as set forth in this Agreement, it is mutually agreed as follows:

ARTICLE ONE
CONSTRUCTION OF IMPROVEMENTS; EASEMENTS & RIGHTS OF ENTRY

1.01. Developer Responsible. The Developer has submitted its plans and specifications for the Development to the City for the City's review and approval. Developer agrees to construct and pay for the Improvements required for development of the Subject Property, as described in plans and specifications approved by of the City Engineer ("Approved Plans"). For the purpose of this Agreement, the Approved Plans shall include the Grading, Erosion Control, Storm Water/SWPPP and Street and Utility Plan Sets dated _____. The City Engineer approved the plans for the Development on _____; no additional revisions were required. The Approved Plans are set forth in Exhibit C. The Improvements shall be constructed in accordance with City specifications and the Approved Plans. Prior to beginning construction, the Developer or the Developer's engineer shall submit a copy of the Approved Plans with the Public Works Director and shall schedule a preconstruction meeting with all concerned parties, including City staff and engineers to review the program for construction work. All labor and work will be in strict conformance with the Approved Plans. Any material deviation from the Approved Plans must be preapproved in writing by the Public Works Director, which shall not be unreasonably withheld, conditioned or delayed. Developer shall pay for Improvements which costs are estimated and listed in the attached Exhibit B.

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

Costs incurred by the City for the inspection activities will be recovered through the escrow described in Article Two.

1.03. Unsatisfactory Labor or Material. The Public Works Director shall not reject as defective and/or unsuitable any material or labor delivered consistent with the Approved Plans. In the event that the Public Works Director reasonably rejects as defective or unsuitable material, then such material must be removed and replaced with approved material at the sole cost and expense of the Developer. In the event the Public Works Director reasonably rejects as defective or unsuitable any material supplied by the Developer, then the labor must be completed again to the specifications and approval of the Public Works Director at the sole cost and expense of the Developer.

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

1.05. Final Inspection/Acceptance. Upon completion of the Improvements and any work required following inspection(s) by the Public Works Director, the Public Works Director and the Developer's contractor and/or engineer will promptly make a final inspection of the Improvements to determine that the Improvements were installed pursuant to the Approved Plans. Final approval and acceptance of the Development and Improvements shall be in writing from the City to Developer ("Final Approval"), and shall include acceptance of any Improvements which are to be transferred to the City.

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

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

1.08 Landscaping Bond. The Developer, or approved assigns, shall be required to furnish the City a two (2) year warranty bond or letter of credit guaranteeing the landscaping work in the amount of the landscaping improvement associated with this phase of the development. The landscaping bond shall be provided to the City and commence promptly following final inspection and acceptance of said landscaping improvements.

1.09. Maintenance of Public Property. Developer agrees to assume full financial responsibility for any damage which may occur to public property with the development of Subject Property, including, but not limited to, streets, street sub-base, base, bituminous surface, curb, utility system including, but not limited to water main, sanitary sewer or storm sewer if said damage occurs as a result of the activity which takes place during the development of the Subject Property by the Developer, its contractors or subcontractors or assigns. The Developer further agrees to pay all costs required to repair the streets or utility systems, or both, damaged or cluttered with debris when occurring as a direct or indirect result of the construction that takes place by said Developer, its contractors or subcontractors or assigns during the course of the Development. In the event the Developer fails to maintain or repair the damaged public property within a reasonable period after receipt of written

notice of the nature of the default or damage, but not to exceed 14 days, the City may undertake making or causing it to be repaired or maintained. The City may draw down on the escrow, Letter of Credit or any other cash deposits made by Developer to pay such costs, if Developer fails to complete the repairs.

1.10. Maintenance of Improvements. Developer shall be responsible for all maintenance, upkeep and repair (including, but not limited to snow plowing, mowing, weed control, and grading) of the Improvements until issuance of the Final Approval. Developer shall remain responsible for all maintenance and upkeep of Improvements that are not transferred to the City. Developer hereby agrees to indemnify and hold the City harmless from any and all claims for damages of any nature whatsoever arising out of Developer's acts or omissions in performing the obligations imposed upon Developer by this paragraph.

1.11. Demolition. The Developer shall obtain all required permits and approvals and thereafter remove any existing structures on the Subject Property prior to commencement of the Improvements.

1.12. Easement to the Developer. The City, at no charge to Developer, grants to the Developer a Temporary Construction Easement ("Easement") over, under and across the rights-of-way dedicated to the public in the Big Woods Crossing 2nd Addition Final Plat for purpose of construction of the Improvements. The Easement will commence with the filing of this Agreement with Hennepin County, and shall terminate upon the acceptance City's issuance of the Final Approval.

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

ARTICLE TWO
LAND USE CONTROLS & DEVELOPMENT STANDARDS; DEVELOPMENT REQUIREMENTS

2.01. Development Phasing. The Developer has received Final Plat approval Phase 1 of the Development, and shall construct the Development in multiple phases.

2.02. Development Standards. The Approved Plans reflect the City Approvals of the Development. Development standards, including, but not limited to, setbacks and lot dimensions to which the Developer and/or its assigns shall comply with the Mixed Residential (R4) Zoning District and Single Family Residential (R2) Zoning District as applicable. The Developer and/or assigned may build no more or less than the number of units as shown on the Approved Plans.

2.03. Architectural Guidelines. Architectural guidelines and renderings shall be verified upon issuance of building permits.

2.04. Public Sidewalks, Trails & Trail Connections. The Developer shall be responsible for constructing all internal sidewalks and trails throughout Phase 1 and the Development, as shown on the Approved Plans. All trails and sidewalks shall be designed and constructed to City standards. The City reduce the Developer park dedication fee for construction of public trail, as stated in Section 3.01 and attached in Exhibit B.

2.05. Development Signage. The Developer shall submit detailed sign plans to City staff for all signage proposed for the Development, including the development entrance monument signs prior to making application for a building permit.

2.06. City Requirements of Homeowner's Association. Governing documents of the Homeowner's Association (HOA), including, but not limited to: Articles of Incorporation; Covenants, Conditions and Restrictions (CC&Rs); and Bylaws, Rules and Regulations shall include the following provisions related to the Development:

a. The HOA shall be responsible for winter maintenance of any private sidewalks.
b. The HOA shall require single-hauler garbage and recycling collection for all single-family homes within the Development.
c. The HOA shall maintain all Cluster Box Mailboxes (CBMs); location of CBMs must be approved by the City.

2.07 Road Improvements. The design of the new roadways within the development ("New Roadways") shall be completed by the Developer. The Developer shall bid and construct the New Roadways at Developer expense and according to the approved design and specifications for the New Roadways. The Developer shall be responsible for any required permits, approvals or authorizations, and for any wetland, floodplain, private utility/pole relocations, and stormwater impacts for the New Roadways and for any required utility/utility relocations. The final wear course of all public roadways shall be completed following a freeze/thaw cycle after completion of the base course, but no sooner than when 80 percent of the lots are constructed on any particular street.

2.08 Disposition of Outlots. The Developer shall deed Outlots A, B and H to the City of Rogers after the City has accepted the stormwater improvements. All other outlots in Phase 1 shall be owned and maintained by the HOA or Developer.

ARTICLE THREE
FINANCIAL GUARANTY & REQUIRED PAYMENTS

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

3.02. Financial Guaranty, Improvements. Prior to commencement of construction of the Improvements, the Developer will furnish the City an irrevocable Letter of Credit or cash escrow deposit in the same amount (collectively referred hereafter as "Security"), approved by the City Attorney, in the amount as set forth in Exhibit B. If by Letter of Credit, the Security must contain a provision that prohibits the issuer or surety from terminating the Security without first giving 30 days'

written notice to the City of the proposed termination or expiration of the Security. In the event, the Security provided by developer does not conform with the requirements of Section 3.02, then the Developer, following notice from the City, shall provide a substitute Security. Failure of the Developer to post a substitute Security within five (5) business days after notice by the City shall constitute a default that shall be grounds for drawing on the Security. The City Administrator may grant a reduction in the Security upon written request by the Developer based upon the value of the completed work at the time of the requested reduction. The Security may not be reduced to less than 10 percent of the original amount until all work required of the Developer by this Agreement has been completed and accepted by the City. The Security shall be released upon the City's issuance of the Final Approval. Upon failure of the Developer to complete the Improvements in accordance with this Agreement or otherwise perform under this Agreement, the City may declare the Developer to be in default and the amount of the Security shall be paid over to the City. From the proceeds of the Security, the City shall be reimbursed for any attorneys' fees, engineering fees or other technical or professional assistance, including the work of the City staff and employees, and the remainder thereof shall be used by the City to complete the Improvements. The Developer shall be liable to the City to the extent that the Security is inadequate to reimburse the City its costs and pay for the completion of the work. The Security provided by Developer in the form of a Letter of Credit shall comply with the City's Letter of Credit policy which Developer hereby acknowledges receipt of a copy thereof.

3.03. Escrow. The Developer shall submit an Escrow Receipt Form and escrow for the Development as required by Exhibit B ("Escrow"). This Escrow is to be used by the City staff to charge costs of services or materials in connection activities required under this Agreement as set forth on the attached Exhibit B. In the event the Escrow amount is insufficient, Developer shall pay additional escrow as reasonably determined by the City within 10 days of written demand. Failure to make payment of the additional escrow amount will permit the City to supplement those amounts from the Security pursuant to Section 3.02 or to issue the Developer a stop work order. A new Escrow Receipt Form must be completed when replenishing the escrow and to ensure that contact information on the new Escrow Receipt Form is the same as the original escrow form. The City shall return the unused escrow balance to the Developer no sooner than six (6) months after the acceptance of the Improvements by the City at the contact information provided on the Escrow Receipt Form(s).

ARTICLE FOUR
OTHER REQUIREMENTS

4.01. Indemnification. Notwithstanding anything to the contrary in this Agreement, except with respect to any negligence or willful misconduct by the City, its officials, agents and/or employees, the City, its officials, agents and employees shall not be personally liable or responsible in any manner to the Developer, the Developer's contractor or subcontractor, material suppliers, laborers or to any other person or persons and Developer shall hold the City, its officials, agents and employees harmless from any claim, demand, damages, actions or causes of action of any kind or character, including the costs, disbursements, and expenses of defending the same, which costs may include but are not limited to, attorneys' fees, consulting engineering services, and other technical or professional assistance arising from or related to this Agreement, Developer's performance or non-performance under this Agreement, or the completion of or failure to complete the work required by this Agreement. The Developer further agrees that it will indemnify, defend, and hold harmless the City and its governing body members, officers, and employees, from any claims or actions arising out of the

presence, if any, of hazardous wastes or pollutants on the Subject Property, except to the extent caused by the acts or omissions of the City. Nothing in this section will be construed to limit or affect any limitations on liability of the City under State or federal law, including without limitation Minnesota Statutes Sections 466.04 and 604.02.

4.02. Insurance. The Developer must keep the insurance in force at all times that construction on the Development is in progress. The insurance must name the City as an additional insured. The Developer shall furnish proof of insurance acceptable to the City, covering any public liability or property damage by reason of the operation of the Developer's equipment, laborers, and hazard caused by the Improvements, and include at least the following:

a. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, competed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury, including death, and property damage (to include, but not be limited to damages caused by erosion or flooding) which may arise out of Developer's work or the work of any of its subcontractors. The exclusion for underground collapse shall be removed.

b. Limits for bodily injury or death shall not be less than $500,000.00 for one person and $1,500,000.00 for each occurrence; limits for property damage shall not be less than $2,000,000.00 for each occurrence.

c. Worker's compensation insurance, with statutory coverage, if applicable.

d. Developer shall file a Certificate of Insurance with the City Clerk prior to commencing site grading. Developer shall be responsible for insuring that the Certificate bear the following wording.

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

4.03. Private Easements. If applicable, Developer shall provide to the City evidence of all executed private easements between the Developer and adjacent property owner(s). Private easements shall be recorded with Hennepin County; a copy of said recording shall be provided to the City with a copy of the private easement.

4.04. Permitting. Except as otherwise provided for in this Agreement, building permits shall only be issued upon execution of this Agreement by the City and Developer and all amounts due and securities required under this Agreement are paid to the City, and the Final Plat is recorded and a receipt of said recording is provided to the City. Prior to the recording of the Final Plat, permits for grading and erosion control may be issued for the Development only upon execution of this Agreement by the City and Developer and all amounts due and securities required under this Agreement, as identified in Exhibit B, are paid to the City. Developer may apply for building permit(s) to construct up to four (4) model homes adjacent to Tucker Road prior to the completion of the private roads serving Phase 1 of the Development. The Developer must establish a connection to Tucker

Road and shall maintain access for vehicle traffic and parking during construction of the model homes and access for emergency personnel and equipment, as determined by the City. No occupancy of any newly constructed building in said Final Plat shall occur until the base course of bituminous is in place and a certificate of occupancy has been issued by the City Building Official.

4.05. Underground Utilities. The Developer, or its assigns, shall contact the electric, telephone, gas and cable companies that are authorized to provide service to the Subject Property for the purpose of ascertaining whether any of those utility providers intend to install underground lines within the Development. The placement of private underground utilities shall be designed and constructed according to City standards and specifications, and coordinated with the placement of public underground utilities. Underground utility plans shall be reviewed and approved by the Public Works Director. Any costs associated with the installation of underground utilities required by the utility companies shall be solely borne by the Developer, or its assigns. The Developer, or its assigns, agrees to comply with applicable requirements of franchise ordinances in effect in the City, copies of which are available from the City Clerk.

4.06. Street Cleaning. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, its contractors, subcontractors, agents or assigns. The City will inspect the Subject Property not less than on a weekly basis to determine whether it is necessary to take additional measures to clean dirt and debris from the streets. After 72 hours' telephone notice to the Developer's representative, the City may complete or contract to complete the clean-up at the Developer's expense. The City may draw down on the Escrow or Security to pay such costs.

4.07. Construction Hours; Noise; Dust. Developer will comply with all requirements of the City pertaining to the hours and days during which construction activities may take place. Unless otherwise approved in writing by the City Administrator, construction hours shall be 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday, and upon request, due to construction delays out of the Developer's control, extended Saturday hours and Sunday hours established by the City Administrator. The Developer shall not be permitted to work on construction of the Improvements on holidays, except in the case of emergencies. The Developer shall provide dust control to the satisfaction of the City Engineer. Developer shall be responsible for coordinating special work hours with the City Engineer and City Inspectors.

4.08. Lighting. The Developer, or its assigns, shall be financially responsible for the cost of street lighting (Lighting Plan) for the Development. The Lighting Plan shall be designed and constructed according to City standards and specifications. The Developer shall submit a final Lighting Plan for review and approval to the Public Works Director prior to commencing construction.

4.09. Erosion Control. Developer shall be responsible for compliance with an approved erosion control plan. The Developer will be given a telephone notice when an unsatisfactory condition exists that is determined to be a Developer's responsibility. Work to correct said unsatisfactory condition shall commence within 72 hours from the time of the telephone notice to Developer's owner's representative. If work is not commenced within 72 hours of said telephone notice, City will proceed to do the required work at the expense of the Developer. If it is determined that the unsatisfactory condition could result in degradation of downstream water quality, Developer shall, upon telephone notice, immediately proceed to correct said unsatisfactory condition. If Developer

does not, within the stated time period, respond to said unsatisfactory condition, City has the right to enter upon the Subject Property and correct said condition. City shall be entitled to reimbursement and may draw on the Escrow or Security to cover its costs and expenses including, but not limited to legal, fiscal and engineering related to correction of the condition. City may draw on Developer's financial escrow and Security.

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

4.11. Final Plat. The Developer shall record the Final Plat for Big Woods Crossing 2nd Addition in the land records office for Hennepin County, Minnesota within 30 days of its release by the City to the Developer. Developer shall provide a copy of said recording to the City.

4.13. Additional Work or Materials. All Improvements the Developer is required to complete pursuant to this Agreement shall be designed and constructed according to City standards and specifications and completed at no expense to the City, including, without limitation, any reimbursement by the City for work paid for by the Developer. The Developer agrees that it will make no claim for compensation for work or materials so done or furnished.

4.14. Miscellaneous Obligations. Developer shall comply with the terms and conditions set forth in this Agreement and following ordinances and resolutions pertaining to the Development: Resolution No. 2022-30 (Preliminary Plat) approved on March 22, 2022, and Resolution No. 2022-63 (Final Plat) adopted by the City Council on June 13, 2022.

ARTICLE FIVE
DEFAULT AND REMEDIES

5.01. Default by Developer. In the event of default by the Developer as to any of the work to be completed by the Developer, its successors or assigns, the City may, at its option perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, not less than 72 hours in advance and does not, within that 72 hour period, diligently proceed to remedy such default. In the event of such unremedied default, the City may immediately bring legal action against the Developer and/or draw upon the Security sums that exceed the costs or damage to the City, the City will return such excess amounts. In addition to its other remedies provided herein, the City may levy the cost in whole or in part as a special assessment against the Subject Property. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes §429.081.

5.02. Complete Improvements-Right of Entry. In addition to the City's other remedies under this Agreement, if the Developer's breach involves failure to complete the Improvements prior to December 31, 2023, the City is hereby authorized, at its option, following 30 days written notice to Developer, to enter on to all portions of the Subject Property it deems necessary to complete the installation of any or all of the Improvements to which the default relates.

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

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

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

ARTICLE SIX
MISCELLANEOUS PROVISIONS

6.01. Amendment. Amendments to this Agreement must be in writing and signed by both parties.

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

6.03. Agreement to Run with Land. The Developer agrees to record this Agreement among the land records of Hennepin County, Minnesota contemporaneously with recording the Final Plat of Big Woods Crossing 2nd Addition and corresponding Final Plat Resolution No. 2024-37. The provisions of this Agreement shall run with the land and be binding upon the Developer and its successors in interest. Notwithstanding the foregoing, no conveyance of the Subject Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

6.04. Release. Upon completion of Improvements, the City's issuance of the Final Approval, and satisfaction of all of the Developer's obligations under this Agreement, which shall be evidenced by the expiration of the maintenance bond required by Section 1.07 of this Agreement, the City agrees to execute a Certificate of Completion or other recordable instrument releasing the Subject Property from the terms of this Agreement.

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

6.06. Notices. All notices, certificates or other communications required to be given to City or Developer hereunder shall be deemed given i) on the same day of personally delivered, ii) one (1) day after being deposited with a nationally recognized overnight air courier, or iii) two (2) business days after mailing by certified or registered mail, return receipt requested, with postage fully pre-paid and addressed as follows:

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

DEVELOPER:
Forestar (USA) Real Estate Group, Inc.
2221 E. Lamar Blvd, Suite 790
Arlington, TX 76006
Attn: Stephen Gardiner, Real Estate Investment and Development Director

With Copy To:
Forestar (USA) Real Estate Group
3330 Cumberland Boulevard, Ste. 275
Atlanta, Georgia 30339
Attn: David Murphy

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

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

6.08. Consent. The Developer represents and warrants that there are no other persons or entities with interests in the Property, except the interest of a mortgagee, if required. The consent of such mortgagee is attached hereto as Exhibit E.

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

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

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

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

[Remainder of the page was intentionally left blank.]

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

FORESTAR (USA) REAL ESTATE GROUP, INC.

_____
Stephen Gardiner
Its Real Estate Investment and Development Director

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 2024, by Stephen Gardiner, Real Estate Investment and Development Director, of Forestar (USA) Real Estate Group, a Minnesota corporation, on behalf of the company.

_____
Notary Public

CITY OF ROGERS

_____
Rick Ihli
Its Mayor

_____
Stacie Brown
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Rick Ihli and by Stacie Brown, the Mayor and City Clerk, respectively, of the City of Rogers, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

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

EXHIBIT A

BIG WOODS 2ND ADDITION
LEGAL DESCRIPTION

Legal Descriptions

Lots 1 through 11 inclusive, Block 1; Lots 1 through 17 inclusive, Block 2; Lots 1 through 5 inclusive, Block 3; Lots 1 through 3 inclusive, Block 4; Lots 1 through 4 inclusive, Block 5; Lots 1 through 5 inclusive, Block 6; Lots 1 through 5 inclusive, Block 7; Lots 1 through 7 inclusive, Block 8; Lots 1 through 15 inclusive, Block 9; Lots 1 through 3 inclusive, Block 10; Lots 1 through 7 inclusive, Block 11; and Outlots A, B, and C, BIG WOODS CROSSING 2ND ADDITION, Hennepin County, Minnesota.

EXHIBIT B
BIG WOODS CROSSING 2ND ADDITION
FEES, IMPROVEMENT COSTS & FINANCIAL SECURITIES

2024 EXHIBIT B
BIG WOODS CROSSING 2ND ADDITION

DEVELOPMENT INFORMATION	
Acres	27.80
Units	82.00
Lots (82 Units + 3 Outlots)	85.00

SECTION 1: PLATTING FEES OWED (CREDITS)	COST	PER ACRE/UNIT/LOT	AMOUNT DUE	NOTES
Water Trunk	3,000.00	Per Acre	83,400.00	
Sanitary Sewer Trunk	2,600.00	Per Acre	72,280.00	
Storm Sewer Trunk	2,400.00	Per Acre	66,720.00	
Park Dedication	6,000.00	Per Unit	492,000.00	
Subdivision GIS Data Entry Fee	50.00	Per Acre	1,390.00	
Lot Origination Fee	350.00	Per Lot	29,750.00	
Subtotal Platting Fees			**745,540.00**	
Sanitary Sewer Trunk Credit			(72,280.00)	Credit amount is $106,892; $34,612 to carry over to future phases
Park Dedication Credit (Trail Construction)			(53,670.00)	CONFIRM CREDITS TRAIL OR WATER
Total Platting Fees			**619,590.00**	

SECTION 2: ADMINISTRATIVE AND DEVELOPMENT RELATED COSTS	AMOUNT DUE	NOTES
Administrative	54,000.00	3% of Constr-public improvements
Total Administrative and Development Related Costs	**54,000.00**	

SECTION 3: IMPROVEMENT COSTS	LETTER OF CREDIT	ESCROW	NOTES
Engineering		122,330.00	City Engineer - Contract
Legal		2,500.00	City Attorney - Contract
Planning		4,000.00	City Planner
Non-Public Improvements			
Landscaping - $1,000 per Unit	82,000.00		
Public Improvements Dedicated to the City			
Construction - Street Improvements	300,000.00		BIDS OR ESTIMATES NEEDED
Construction - Utility Improvements (Storm Sewer)	300,000.00		BIDS OR ESTIMATES NEEDED
Construction - Utility Improvements (Watermain)	500,000.00		BIDS OR ESTIMATES NEEDED
Construction - Utility Improvements (Sanitary Sewer)	700,000.00		BIDS OR ESTIMATES NEEDED
Total Improvement Costs	**1,882,000.00**	**128,830.00**	

SECTION 4: LOC / ESCROW / FEES REQUIRED	LETTER OF CREDIT	ESCROW	NOTES
Escrow			
Section 1: Platting Fees		619,590.00	
Section 2: Administrative Fees		54,000.00	
Section 3: Cash Escrow		141,713.00	110% of Cash Escrow Subtotal
Security			
Section 3: Letter of Credit (Public Improvements)	2,802,500.00		125% Non Public Improvements / 150% Improvements Dedicated to City
Total Letter of Credit and Cash Required	**2,802,500.00**	**815,303.00**	

EXHIBIT C

BIG WOODS CROSSING 2ND ADDITION
APPROVED PLANS

EXHIBIT D

BIG WOODS CROSSING 2ND ADDITION
CONSENT

_____ ("Bank") holds a mortgage encumbering the Property.

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

_____

Dated:_____, 20__

By: _____

Its: _____

ACKNOWLEDGEMENT FOR BANK

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, the _____ of _____, a _____ under the laws of _____, on behalf of the _____.

_____
Notary Public

[Developer to provide the required consents]

BIG WOODS CROSSING 2ND ADDITION

C.R. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: *That Forestar (USA) Real Estate Group Inc., a Delaware corporation, owner of the following described property situated in the County of Hennepin, State of Minnesota, to wit:*

Outlot C, Outlot E and Outlot G, BIG WOODS CROSSING, according to the recorded plat thereof, Hennepin County, Minnesota.

AND

That part of the Southwest Quarter of the Southwest Quarter of Section 22, Township 120, Range 23, Hennepin County, Minnesota, lying North of the centerline of the former "Territorial Road" platted as Hennepin County State Aid Highway No. 116, Plat 21.

Has caused the same to be surveyed and platted as ***BIG WOODS CROSSING 2ND ADDITION*** *and does hereby dedicate to the public for public use the public ways and also the drainage and utility easement as created by this plat.*

In witness whereof said Forestar (USA) Real Estate Group Inc., a Delaware corporation, has caused these presents to be signed by its proper officer this _____ day of _____ 20_____.

FORESTAR (USA) REAL ESTATE GROUP INC.

By _____

Its _____

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me this _____ day of _____, 20_____, by _____, the _____ of Forestar (USA) Real Estate Group Inc., a Delaware corporation, on behalf of the corporation.

_____ _____
(Signature) *(Name Printed)*

Notary Public, _____ County, Minnesota

My Commission Expires _____

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

Dated this _____ day of _____, 20_____.

_____
Chris Ambourn, Land Surveyor
Minnesota License No. 43055

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me on this _____ day of _____, 20_____, by Chris Ambourn.

_____ _____
(Signature) *(Name Printed)*

Notary Public, _____ County, Minnesota

My Commission Expires _____

CITY COUNCIL, CITY OF ROGERS, MINNESOTA
This plat of ***BIG WOODS CROSSING 2ND ADDITION*** *was approved and accepted by the City Council of the City of Rogers Minnesota at a regular meeting thereof held this _____ day of _____, 20_____ and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subdivision 2.*

CITY COUNCIL, CITY OF ROGERS, MINNESOTA

By _____ *By* _____
Mayor *Clerk*

COUNTY AUDITOR, *Hennepin County, Minnesota*
I hereby certify that taxes payable in 20_____ and prior years have been paid for land described on this plat, dated this _____ day of _____, 20_____.

Daniel Rogan, County Auditor *By* _____
Deputy

SURVEY DIVISION, *Hennepin County, Minnesota*
Pursuant to MN. STAT. Sec. 383B.565 (1969) this plat has been approved this _____ day of _____, 20_____.

Chris F. Mavis, County Surveyor *By* _____

COUNTY RECORDER, *Hennepin County, Minnesota*
I hereby certify that the within plat of ***BIG WOODS CROSSING*** *was recorded in this office this _____ day of _____, 20_____, at __ o'clock ____.M.*

Amber Bougie, County Recorder *By* _____
Deputy

Westwood
Professional Services, Inc.

BIG WOODS CROSSING 2ND ADDITION

C.R. DOC. NO. _____

INSET A
(SEE SHEET 3 OF 5 SHEETS)

INSET B
(SEE SHEET 4 OF 5 SHEETS)

INSET C
(SEE SHEET 5 OF 5 SHEETS)

OUTLOT B
Drainage & Utility Easement
over all of OUTLOT B

OUTLOT C

E 1/2 OF THE SE 1/4 OF SEC. 21, TWP. 120, RGE. 23

SW 1/4 OF THE SW 1/4 OF

NW 1/4 OF THE SW 1/4 OF SEC. 22, TWP. 120,

S75°04'01"E 635.69

CL=173.53
CB=N5°30'42"E
Δ=18°50'34"
R=530.00
L=174.30

S14°55'59"W 294.82

S75°04'01"E 17.23

N14°55'59"E 60.00

S75°04'01"E 393.94

N00°37'43"E 684.21

W 1/4 Corner of the SW 1/4 of Section 22, Twp. 120, Rge. 23 Found Hennepin County Cast Iron Monument

southerly line of a 100 ft pipeline easement per Document No. A11133106

East line of Outlot C, BIG WOODS CROSSING

N00°37'43"E 519.61

CL=20.18
CB=N55°31'03"E
Δ=19°21'41"
R=60.00 L=20.28

N44°09'48"W 25.00

134.28 S75°04'01"E

N24°48'06"W 25.00

N00°37'43"E 149.88

108.24 N00°37'43"E

166.50 N89°22'17"W

N25°43'39"E 264.66

N00°25'14"E 120.00

S89°34'46"E 75.00

S89°34'46"E 185.00

S00°25'14"W 238.58

S00°25'14"W 81.82

120.00 S00°25'14"W

75.00 N89°34'46"W

CL=67.00
CB=S5°08'46"E
Δ=116°28"
R=307.205
L=67.00

L=67.11
R=70.00
Δ=54°55'46"

N34°12'59"E 207.01

N89°23'31"W 1323.22

NW Corner of the SW 1/4 of the SW 1/4 of Section 22, Twp. 120, Rge. 23 Found 1/2 Inch Open Iron Pipe

North line of the SW 1/4 of the SW 1/4 of Section 22, Twp, 120, Rge. 23

NE Corner of the SW 1/4 of the SW 1/4 of Section 22, Twp. 120, Rge. 23 Found 1/2 Inch Iron Pipe

101.67 N00°37'43"E

556.27

West line of the SW 1/4 of the SW 1/4 of Section 22, Twp. 120, Rge. 23

N00°37'43"E 839.83

S78°12'54"E 98.61

112.85 S78°21'35"W

N89°03'51"W 104.61

N43°32'47"E 288.34

N22°52'58"W 80.26

N51°28'17"W 70.33

S79°56'26"E 56.41

S55°42'35"E 53.79

S00°34'24"W 126.02

548.63

N72°09'51"W 497.00

142.50 S17°50'09"W

32.51 N72°09'51"W

25.84

90.01 N28°32'22"E

90.19 N27°23'32"E

142.50 S17°50'09"W

168.34

N72°09'51"W 211.09

N38°33'10"E 55.07

S17°50'09"W 142.13

S61°48'31"E 288.68

S61°48'31"E 49.33

L=20.37
R=220.00
Δ=5°18'16"
CB=N76°35'21"E
CL=20.36

East line of the SW 1/4 of the SW 1/4 of Section 22, Twp. 120, Rge. 23

N00°34'24"E 1282.64

287.42

L=134.20
R=1170.00
Δ=6°34'19"
CB=S75°27'01E
CL=134.13

S72°22'25"E 73.41

50.68 S89°25'35"E

283.56

N00°37'43"E 465.65

N72°09'45"W 701.19

L=599.70
R=1732.02
Δ=19°50'26"
CB=N69°56'26"W
CL=599.55

N67°43'07"W 96.03

451.59

SW Corner of the SW 1/4 of Section 22, Twp. 120, Rge. 23 Found Hennepin County Cast Iron Monument

Quit Claim Deed for Highway Easement per Document No. 5905723

centerline of Highway Easement per Document No. 5905723

centerline of Territorial Road per Hennepin County State Aid Highway No. 116, Plat 21

edge of R/W of Territorial Road per Hennepin County State Aid Highway No. 116, Plat 21 per Document No. 4057045

northerly R/W line of Highway Easements

centerline of Territorial Road per Hennepin County State Aid Highway No. 116, Plat 21

centerline of Highway Easements per Document Nos. 5911979, 5911980, 5911981, 5911982 & 5919901

Highway Easements per Document Nos. 5911979, 5911980, 5911981, 5911982 & 5919901

TERRITORIAL ROAD (HENNEPIN COUNTY STATE AID HIGHWAY NO. 116, PLAT 21)

WILLIAMS ROAD

ESCALANTE LANE

LAWRENCE WAY

ASHBURY PARKWAY

HOLDEN WAY

MURFIELD COURT

LYNDHAVEN MEADOWS

HARVEST VIEW

ASHBURY DRIVE

○ DENOTES SET 1/2 INCH BY 14 INCH REBAR WITH CAP INSCRIBED LICENSE NUMBER 43055

● DENOTES FOUND MONUMENT AS NOTED ON PLAT

THE EAST LINE OF OUTLOT C, BIG WOODS CROSSING, IS ASSUMED TO BEAR N 00°37'43" E

SCALE IN FEET

0 100 200 300

Westwood
Professional Services, Inc.

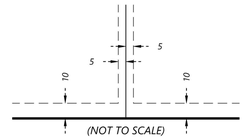
BIG WOODS CROSSING 2ND ADDITION

C.R. DOC. NO. _____

INSET A

(FROM SHEET 2 OF 5 SHEETS)

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



(NOT TO SCALE)

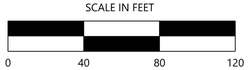
BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES AS SHOWN ON THE PLAT

○ *DENOTES SET 1/2 INCH BY 14 INCH REBAR WITH CAP INSCRIBED LICENSE NUMBER 43055*

● *DENOTES FOUND MONUMENT AS NOTED ON PLAT*

THE EAST LINE OF OUTLOT C, BIG WOODS CROSSING, IS ASSUMED TO BEAR N 00°37'43" E

SCALE IN FEET



Westwood
Professional Services, Inc.

BIG WOODS CROSSING 2ND ADDITION

C.R. DOC. NO. _____

INSET B

(FROM SHEET 2 OF 5 SHEETS)

○ *DENOTES SET 1/2 INCH BY 14 INCH REBAR WITH CAP INSCRIBED LICENSE NUMBER 43055*

● *DENOTES FOUND MONUMENT AS NOTED ON PLAT*

THE EAST LINE OF OUTLOT C, BIG WOODS CROSSING, IS ASSUMED TO BEAR N 00°37'43" E

SCALE IN FEET

0 20 40 60

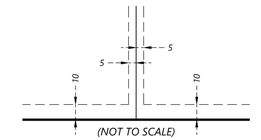
Westwood
Professional Services, Inc.

BIG WOODS CROSSING 2ND ADDITION

C.R. DOC. NO. _____

INSET C
(FROM SHEET 2 OF 5 SHEETS)

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



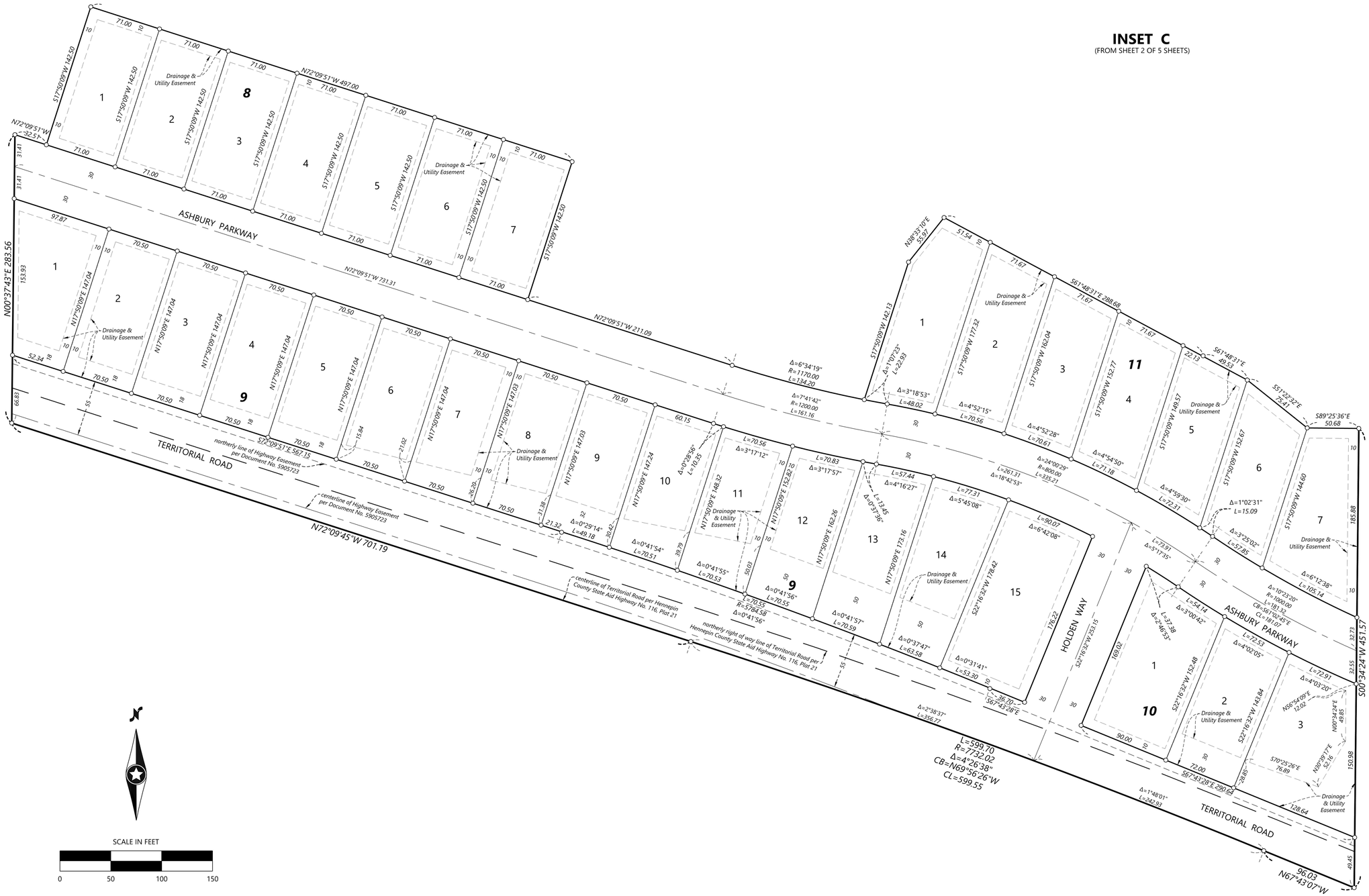
(NOT TO SCALE)

BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES AS SHOWN ON THE PLAT

○ DENOTES SET 1/2 INCH BY 14 INCH REBAR WITH CAP INSCRIBED LICENSE NUMBER 43055

● DENOTES FOUND MONUMENT AS NOTED ON PLAT

THE EAST LINE OF OUTLOT C, BIG WOODS CROSSING, IS ASSUMED TO BEAR N 00°37'43" E



Westwood
Professional Services, Inc.

Meeting Date: April 9, 2024

REQUEST FOR ACTION
ROGERS CITY COUNCIL

Agenda Item: No. 5.11

Subject: Approval of Items Related to Aster Mill Third Addition Final Plat

Prepared By: Alec Henderson, City Planner

Recommended City Council Action

Move to approve Resolution 2024-41 approving the Final Plat of Aster Mill Third Addition.

Move to approve the execution of the subdivision agreement for Aster Mill Third Addition.

Overview / Background

Pulte Homes of Minnesota, LLC (Developer), has requested approval of the Final Plat for Aster Mill Third Addition. This is phase 3 (the final phase) of the development which includes 56 single-family lots. The Subdivision Agreement is attached to this report for City Council review simultaneously with the Final Plat.

The Development Plan, Preliminary Plat, and Variance requests for Aster Mill, a 248-unit mixed residential subdivision (Development) were approved on March 22, 2022. The Development is located on 129th Avenue about a quarter mile west of Main Street/County Road 150. The previous phase 1 of the development included 169 units (92 single-family homes and 77 townhomes) and previous phase 2 included 23 single-family lots.

Staff recommends approval of the Third Addition Final Plat for Aster Mill as it is substantially similar to the preliminary plat approval. Resolution 2024-41 would approve the final plat contingent on title opinion from the City Attorney and final approval of construction plans by the City Engineer. The Resolution also authorizes execution of the Subdivision Agreement.

Final Plat applications do not require Planning Commission review or public hearings.

Primary Issues to Consider

1. Land Use & Zoning
2. Plat Standards
3. Development Agreements

Analysis of Primary Issues

1. Land Use & Zoning

The approved Preliminary Plat includes 248 new housing units which include 171 single family lots and 77 new townhome lots. The proposed Aster Mill Third Addition final plat will include approximately 18 acres of the Aster Mill site boundary. The Final Plat will include 56 single family homes, and right-of-way dedication.

The 2040 Comprehensive Plan (2040 Plan) guides the northern portion of the property – north of 128th Avenue/Rouillard Boulevard – as **Medium Density Residential (MDR)** and the zoning for the property is **Mid-Density Residential (R3)**. The southern portion of the property is guided a s **Low Density Residential (LDR)** and zoned as **Single-Family Residential (R2)**. The Development proposes a density of 5.31 units/net acre for the area guided MDR (required = 5.0 to 11.0 units per net acre); the area guided LDR has a proposed density of 2.9 units/net acre (required = 2.0 to 5.0 units per net acre). The proposed overall density for the Development is 3.71, exceeding the City's targeted, community-wide density of 3.0 units per net acre, as required by the Metropolitan Council.

The Application was submitted with the intent to comply with all current zoning standards for the R3 and R2 districts, with the exception of lot widths on eleven of the properties in the R3 district, each of which requires a separate variance. Variances for these eleven properties were approved by the City Council on March 22, 2022.

Land Use and Zoning requirements are satisfied.

2. Plat Standards

By R3 standards, home sites in the R3 district are required to have the following minimums: 25-foot front yard and side yard (street) setbacks, 10-foot side yard (interior) setbacks, 20-foot rear yard setbacks, 65-foot maximum lot widths for single family lots, 110-foot minimum base lot widths for attached townhome buildings, and no more than 75% lot coverage. By R2 standards, home sites in the R2 district are required to have the following minimums: 25-foot front yard and side yard (street) setbacks, 10-foot side yard (interior) setbacks, 20-foot rear yard setbacks, 65-foot minimum lot widths, and no more than 75% lot coverage.

The Final Plat proposes to meet the required lot standards, with the exception of the approved Variances. The smallest lot area in the R3 district is 7,500 square feet (excluding townhomes) and the largest lot is 12,394 square feet, with an average in the R3 district of 9,079 square feet (excluding townhomes). The smallest lot area in the R2 district is or 9,999 square feet and the largest lot is 22,346 square feet, with an average in the R2 district of 12,142 square feet. The overall average for the development is 11,253 square feet. The average lot width at the front setback is 73.44 feet, and standard R2 and R3 setbacks are shown to be met.

Plat standards are satisfied.

3. Development Agreements

The Development Subdivision Agreement for Phase 3 of the development is attached. The majority of trunk development fees were pre-paid with phase 1. Bids or estimates for third addition improvements are still needed to finalize the letter of credit amounts. Once these are received, staff will update Exhibit B with the required sureties and escrow requirements prior to recording.

Staff Recommendation

City staff recommends approval of the Final Plat for Aster Mill Third Addition as submitted by Pulte Homes, and related development agreement.

Motion to approve Resolution No. 2024-41, approving the Final Plat for Aster Mill Third Addition,

and the execution Subdivision Agreement Phase 3 of the Development.

Motion to approve the Subdivision Agreement for Aster Mill Third Addition.

ATTACHMENTS:

Description

Resolution 2024-41, final plat
Subdivision Agreement Aster Mill Third
Aster Mill Third Addition Plat

RESOLUTION NO. 2024-41

A RESOLUTION GRANTING APPROVAL OF THE FINAL PLAT FOR ASTER MILL THIRD ADDITION

WHEREAS, Pulte Homes of Minnesota, LLC (Developer) has requested from the City of Rogers Final Plat (Plat) approval for Aster Mill Third Addition, as legally described in Exhibit A and illustrated on Exhibit B; and,

WHEREAS, the Developer intends to construct a 248-unit residential subdivision, consisting of 171 detached single-family units and 77 townhome units per variance and preliminary plat approval approved through Resolution Nos. 2022-26 and 2022-27 on March 22, 2022; and,

WHEREAS, the first phase of the Development, titled "Aster Mill", consisted of 168 residential units approved through Resolution No. 2022-50 on May 10th, 2022 and the second phase Aster Mill Second Addition consisted of 23 units and three outlots approved through Resolution 2023-52 on July 11th, 2023; and,

WHEREAS, Aster Mill Third Addition, considered under this resolution, consists of 56 single-family lots; and,

WHEREAS, the Subject Property is guided Medium Density Residential, Low Density Residential, and Park & Open Space, and is correspondingly zoned Mid-Density Residential (R3) and Single-Family Residential (R2); and,

WHEREAS, the Plat satisfies R2 and R3 zoning standards with the exception of the approved Variances, and is consistent with the Preliminary Plat for the Aster Mill development as approved by the City Council on March 22, 2022, per Resolution No. 2022-27; and,

WHEREAS, the Development Subdivision Agreement and Stormwater Agreement must be approved by the City Council and executed before any building permits may be issued.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the Final Plat for Aster Mill Third Addition is hereby approved for Phase 3 of the Development as proposed by the Developer, and is conditioned upon the Developer complying with the plat opinion and complete revisions to the Plat and development plans as may be required by the City Attorney and/or City Engineer.

BE IT FURTHER RESOLVED, the City of Rogers and Pulte Homes of Minnesota, LLC shall execute a Subdivision Agreement for the Development, identifying the terms and conditions of the development and fees, escrows and financial security obligations of the Developer, including payment of assessments levied against the Subject Property. The Agreement shall be filed with Hennepin County for recording.

BE IT FURTHER RESOLVED, the Final Plat shall be not be released for recording until the Developer's Agreement is executed by both parties and all fees, escrows, financial security obligations and assessments due with Phase 3 are received by the City; recording of the Final Plat with the land records office of Hennepin County must occur within 30 days of its release by the City to Developer.

Moved by Councilmember , seconded by Councilmember

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 9th day of April, 2024.

_____
Rick Ihli, Mayor

ATTEST:

_____
Stacie Brown, City Clerk

EXHIBIT A

ASTER MILL THIRD ADDITION
LEGAL DESCRIPTIONS

Existing Legal Descriptions:

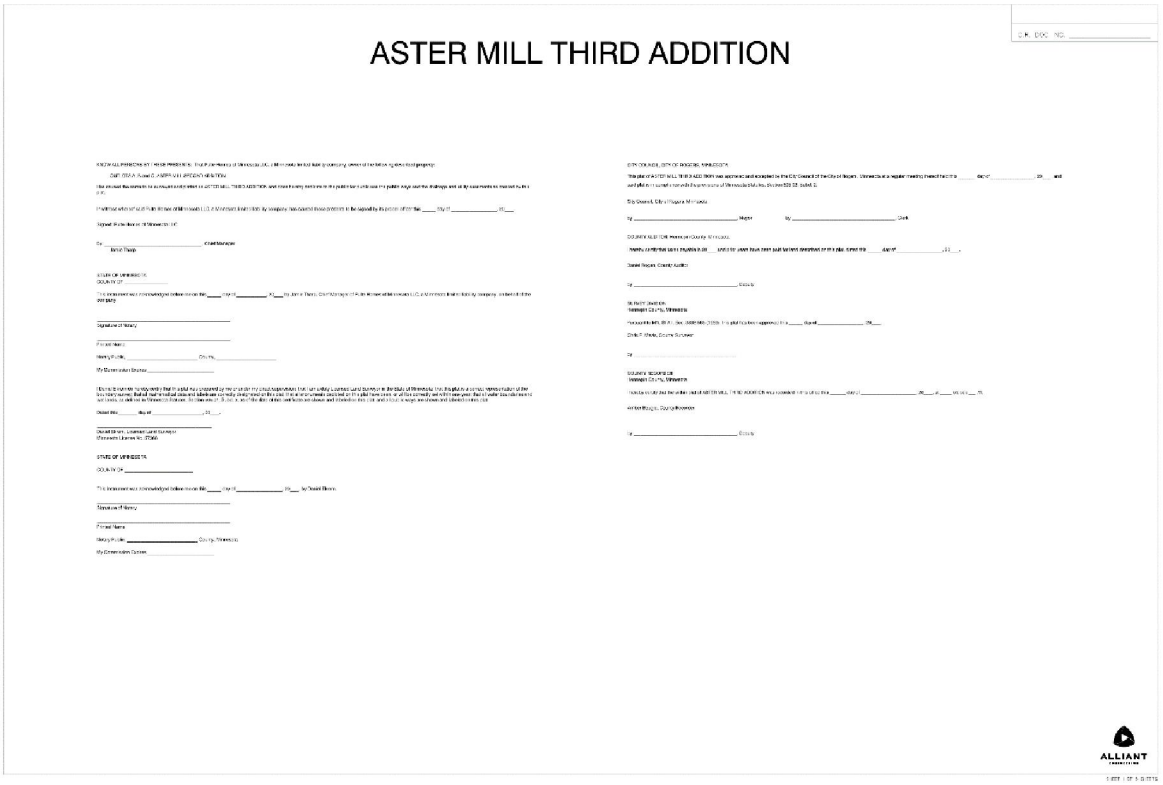
Outlots A, B and C, ASTER MILL SECOND ADDITION, according to the recorded plat thereof, Hennepin County.

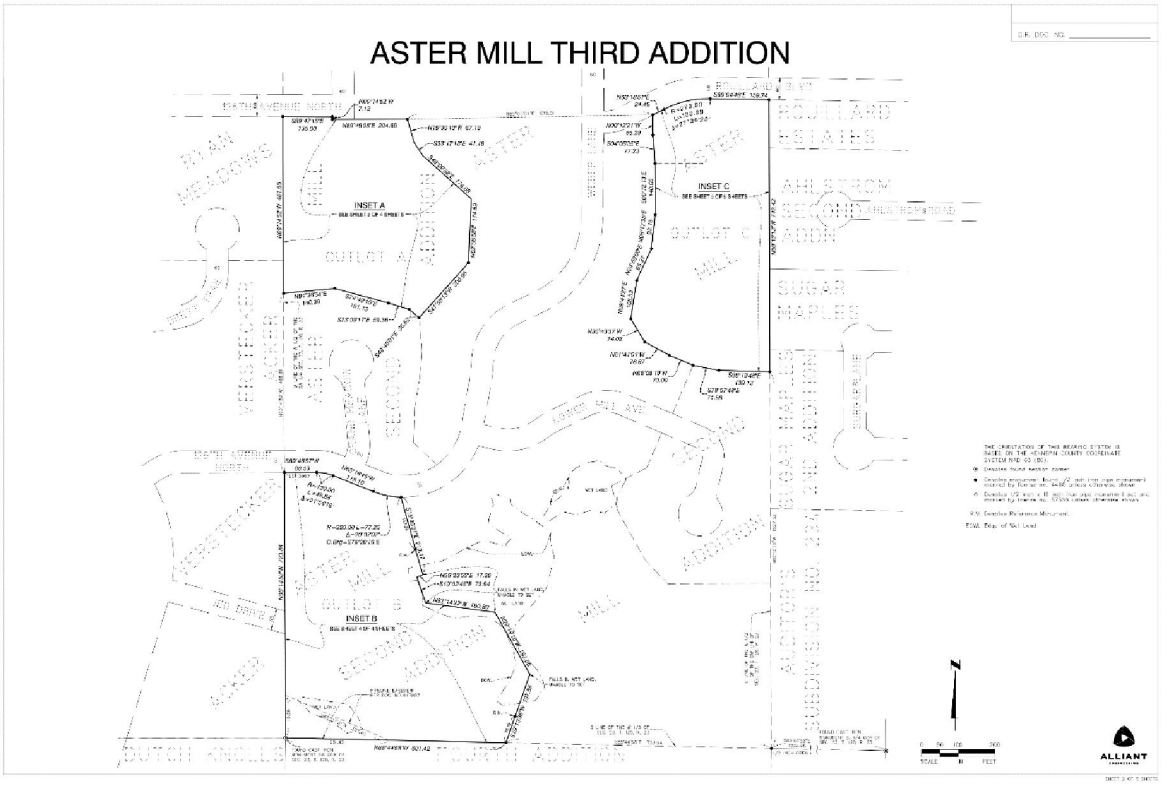
(abstract property)

Proposed Legal Descriptions:

Lots 1 through 16 inclusive, Block 1; Lots 1 through 5 inclusive, Block 2; Lots 1 through 17 inclusive, Block 3; Lots 1 through 18 inclusive, Block 4; Aster Mill Third Addition, Hennepin County, Minnesota.

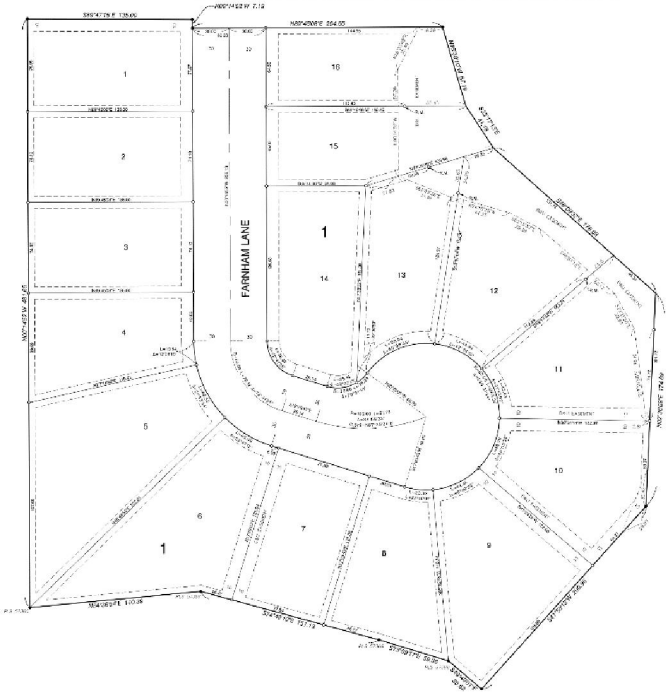
EXHIBIT B


ASTER MILL THIRD ADDITION
ALLIANT


ASTER MILL THIRD ADDITION
INSET A
INSET B
INSET C
OUTLOT A
OUTLOT B
OUTLOT C
ALLIANT

ASTER MILL THIRD ADDITION

INSET A

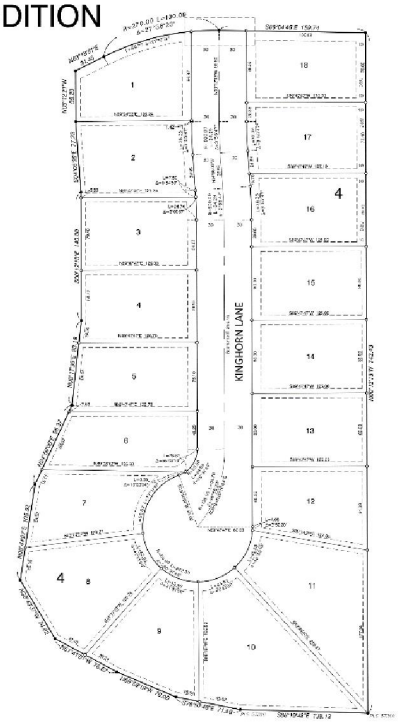


ASTER MILL THIRD ADDITION

INSET B

ASTER MILL THIRD ADDITION

INSET C



DETAIL
NOT TO SCALE

[Torrens Cert#]
[Abstract Cert#]

SUBDIVISION AGREEMENT

ASTER MILL THIRD ADDITION

THIS DEVELOPER'S AGREEMENT ("Agreement") is made this _____ day of _____, 2024 by and between the City of Rogers, a municipal corporation under the laws of Minnesota ("City"), located at 22350 Diamond Lake Road, Rogers, Minnesota 55374, and Pulte Homes of Minnesota, a Limited Liability Corporation, located at 2345 Rice Street, Suite 230, Roseville, MN, 55113 ("Developer").

RECITALS

A. Aster Mill Third Addition is intended to be the third phase of the Aster Mill development.

B. This Subdivision Agreement applies to Phase 3 of Aster Mill ("Development") which consists of 18.51 gross acres described as Aster Mill Third Addition, according to the recorded plat thereof ("Subject Property") and legally described as attached in Exhibit A.

C. Development of the Subject Property consists of 56 Single Family lots.

D. Pursuant to an approved Preliminary Plat for development of Aster Mill by Resolution No. 2022-27, adopted by the City Council March 22, 2022 ("City Approvals"). The terms and conditions of the City Approvals are incorporated into this Subdivision Agreement by reference. Development of the Property shall be in conformance with the City Code, City Approvals, and this Subdivision Agreement.

E. Developer is obligated to complete all development-related improvements, as described and secured herein. However, Developer may be allowed to assign portions of these improvements

and corresponding warranty obligations to an additional party constructing the single-family homes, subject to Section 6.02 of this Agreement.

F. The City and the Developer now desire to enter into this Agreement setting forth certain requirements and obligations relating to the development of the Subject Property, including but not limited to the execution and recording of certain instruments. This Agreement replaces and supersedes any previous oral agreements, understandings, or previous negotiations between the parties in relation to the Subject Property.

G. The City requires that the Developer perform work and install certain on and off-site improvements within the Subject Property, as indicated in the Approved Plans, as described in Section 1.01, and other development standards and requirements as identified in Article Two of this Agreement. Said improvements to the Subject Property shall be referred to herein as the "Improvements."

AGREEMENT

In consideration of each party's promise as set forth in this Agreement, it is mutually agreed as follows:

ARTICLE ONE
CONSTRUCTION OF IMPROVEMENTS; EASEMENTS & RIGHTS OF ENTRY

1.01. Developer Responsible. The Developer has submitted its plans and specifications for the Development to the City for the City's review and approval. Developer agrees to construct and pay for the Improvements required for development of the Subject Property, as described in plans and specifications approved by of the City Engineer ("Approved Plans"). For the purpose of this Agreement, the Approved Plans shall include the Grading, Erosion Control, Storm Water/SWPPP and Street and Utility Plan Sets dated _____, 2024 with a final revision date of _____, 2024, and approved by the City Engineer on _____, 2024 as more specifically set forth in Exhibit C. The Improvements shall be constructed in accordance with City specifications and the Approved Plans. Prior to beginning construction, the Developer or the Developer's engineer shall submit a copy of the Approved Plans with the Public Works Director and shall schedule a preconstruction meeting with all concerned parties, including City staff and engineers to review the program for construction work. All labor and work will be in strict conformance with the Approved Plans. Any deviation from the Approved Plans must be preapproved in writing by the Public Works Director, which shall not be unreasonably withheld. Developer shall pay for Improvements which costs are estimated and listed in the attached Exhibit B.

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

in Article Two.

1.03. Unsatisfactory Labor or Material. The Public Works Director shall not reject as defective and/or unsuitable any material or labor delivered consistent with the Approved Plans. In the event that the Public Works Director reasonably rejects as defective or unsuitable material, then such material must be removed and replaced with approved material at the sole cost and expense of the Developer. In the event the Public Works Director reasonably rejects as defective or unsuitable any material supplied by the Developer, then the labor must be completed again to the specifications and approval of the Public Works Director at the sole cost and expense of the Developer.

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

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

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

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

1.08 Landscaping Maintenance Bond. The Developer shall be required to furnish the City a two (2) year warranty bond or letter of credit guaranteeing the landscaping work in the amount of the landscaping improvement associated with this phase of the development. The landscaping bond shall be provided to the City and commence upon final inspection and acceptance of said landscaping improvements.

1.09. Maintenance of Public Property. Developer agrees to assume full financial responsibility for any damage which may occur to public property with the development of Subject Property, including, but not limited to, streets, street sub-base, base, bituminous surface, curb, utility system including, but not limited to water main, sanitary sewer or storm sewer when said damage occurs as a result of the activity which takes place during the development of the Subject Property by the Developer, its contractors or subcontractors or assigns. The Developer further agrees to pay all costs required to repair the streets or utility systems, or both, damaged or cluttered with debris when occurring as a direct or indirect result of the construction that takes place by said Developer, its contractors or

subcontractors or assigns during the course of the Development. In the event the Developer fails to maintain or repair the damaged public property within a reasonable period after receipt of written notice of the nature of the default or damage, but not to exceed 14 days, the City may undertake making or causing it to be repaired or maintained. The City may draw down on the escrow, Letter of Credit or any other cash deposits made by Developer to pay such costs, if Developer fails to complete the repairs.

1.10. Maintenance of Improvements. Developer shall be responsible for all maintenance, upkeep and repair (including, but not limited to snow plowing, mowing, weed control, and grading) of the Improvements until issuance of the Final Approval. Developer shall remain responsible for all maintenance and upkeep of Improvements that are not transferred to the City. Developer hereby agrees to indemnify and hold the City harmless from any and all claims for damages of any nature whatsoever arising out of Developer's acts or omissions in performing the obligations imposed upon Developer by this paragraph.

1.11. Demolition. The Developer shall obtain all required permits and approvals and thereafter remove any existing structures on the Subject Property prior to commencement of the Improvements.

1.12. Easement to the Developer. The City, at no charge to Developer, grants to the Developer a Temporary Construction Easement ("Easement") over, under and across the rights-of-way dedicated to the public in the Aster Mill Final Plat for purpose of construction of the Improvements. The Easement will commence with the filing of this Agreement with Hennepin County, and shall terminate upon the acceptance City's issuance of the Final Approval.

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

ARTICLE TWO
DEVELOPMENT STANDARDS & REQUIREMENTS

2.01. Road Improvements. The design of the new roadways within the development ("New Roadways") shall be completed by the Developer. The Developer shall bid and construct the New Roadways at Developer expense and according to the approved design and specifications for the New Roadways. The Developer shall be responsible for any required permits, approvals or authorizations, and for any wetland, floodplain, private utility/pole relocations, and stormwater impacts for the New Roadways and for any required utility/utility relocations. The final wear course of all public roadways shall be completed following a freeze/thaw cycle after completion of the base course, but no sooner than when 80 percent of the lots are constructed on any particular street.

2.02. Trails System & Open Spaces. Developer shall construct at Developer expense all trails, sidewalks and open spaces as identified with the Approved Plans for Aster Mill Third (and previous additions).

2.03. Development Phasing. The Developer plans to construct the Development in multiple phases, and the Final Plat approval includes the land to be developed as Phase 3 which is intended to be the final phase of the development.

2.04. Development Standards. The Approved Plans reflect the City Approvals of the Development. Development standards, including, but not limited to, setbacks and lot dimensions to which the Developer and/or assigned must satisfy are according to the Mid-Density Residential (R3) and Single-Family Residential (R2) Zoning Districts. The Developer and/or assigned may build no more or less than the number of units as shown on the Approved Plans.

2.05. Architectural Guidelines. Architectural guidelines and renderings shall be verified upon issuance of building permits.

2.06. Public Sidewalks, Trails & Trail Connections. The Developer shall be responsible for constructing all public and private sidewalks and trails along new and existing public and private streets, as shown on the Approved Plans, and connecting those sidewalks to the existing adjacent system of public trails and sidewalks where applicable.

2.07. Public Land Dedication. The Developer shall deed Outlots as required by the preliminary plat approvals and previous final plat approvals (Phase 1) to the City by Warranty Deed within 60 days of Final Approvals, as stated in Section 1.05, and at no cost to the City.

2.08. Development Signage. The Developer shall submit detailed sign plans to City staff for all signage proposed for the Development, including the development entrance monument signs prior to making application for a building permit.

2.09. City Requirements of Homeowner's Association. Governing documents of the Homeowner's Association (HOA), including, but not limited to: Articles of Incorporation; Covenants, Conditions and Restrictions (CC&Rs); and Bylaws, Rules and Regulations shall include the following provisions related to the Development:

a. The HOA shall be responsible for maintenance of privately owned outlots of the development.
b. The HOA shall be responsible for winter maintenance of all streets and sidewalks within Outlots the Development and shall be responsible for all other maintenance, replacement and improvements of those streets and sidewalks.
c. The HOA shall require single-hauler garbage and recycling collection for all townhomes within the Development.
d. The HOA shall maintain all Cluster Box Mailboxes (CBMs). Locations of CBMs to be approved by the City.

ARTICLE THREE
FINANCIAL GUARANTY & REQUIRED PAYMENTS

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

3.02. Financial Guaranty, Improvements. Prior to commencement of construction of the Improvements, the Developer will furnish the City an irrevocable Letter of Credit or cash escrow deposit in the same amount (collectively referred hereafter as "Security"), approved by the City Attorney, in the amount as set forth in Exhibit B. If by Letter of Credit, the Security must contain a provision that prohibits the issuer or surety from terminating the Security without first giving 45 days' written notice to the City of the proposed termination or expiration of the Security. In the event, the Security provided by developer does not conform with the requirements of Section 3.02, then the Developer, following notice from the City, shall provide a substitute Security. Failure of the Developer to post a substitute Security within five (5) business days after notice by the City shall constitute a default that shall be grounds for drawing on the Security. The City Administrator may grant a reduction in the Security upon written request by the Developer based upon the value of the completed work at the time of the requested reduction. The Security may not be reduced to less than 10 percent of the original amount until all work required of the Developer by this Agreement has been completed and accepted by the City. The Security shall be released upon the City's issuance of the Final Approval. Upon failure of the Developer to complete the Improvements in accordance with this Agreement or otherwise perform under this Agreement, the City may, after providing five (5) day notice to the Developer, declare the Developer to be in default and the amount of the Security shall be paid over to the City. From the proceeds of the Security, the City shall be reimbursed for any attorneys' fees, engineering fees or other technical or professional assistance, including the work of the City staff and employees, and the remainder thereof shall be used by the City to complete the Improvements. The Developer shall be liable to the City to the extent that the Security is inadequate to reimburse the City its costs and pay for the completion of the work. The Security provided by Developer in the form of a Letter of Credit shall comply with the City's Letter of Credit policy which Developer hereby acknowledges receipt of a copy thereof.

3.03. Escrow. The Developer shall submit an Escrow Receipt Form and escrow for the Development as required by Exhibit B ("Escrow"). This Escrow is to be used by the City staff to charge costs of services or materials in connection activities required under this Agreement as set forth on the attached Exhibit B. In the event the Escrow amount is insufficient, Developer shall pay additional escrow as reasonably determined by the City within 10 days of written demand. Failure to make payment of the additional escrow amount will permit the City to supplement those amounts from the Security pursuant to Section 3.02 or to issue the Developer a stop work order. A new Escrow Receipt Form must be completed when replenishing the escrow and to ensure that contact information on the new Escrow Receipt Form is the same as the original escrow form. The City shall return the unused escrow balance to the Developer no sooner than six (6) months after the acceptance of the Improvements by the City at the contact information provided on the Escrow Receipt Form(s).

ARTICLE FOUR
OTHER REQUIREMENTS

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

4.02. Insurance. The Developer must keep the insurance in force at all times that construction on the Development is in progress. The insurance must name the City as an additional insured. The Developer shall furnish proof of insurance acceptable to the City, covering any public liability or property damage by reason of the operation of the Developer's equipment, laborers, and hazard caused by the Improvements, and include at least the following:

a. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, competed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury, including death, and property damage (to include, but not be limited to damages caused by erosion or flooding) which may arise out of Developer's work or the work of any of its subcontractors. The exclusion for underground collapse shall be removed.

b. Limits for bodily injury or death shall not be less than $500,000.00 for one person and $1,500,000.00 for each occurrence; limits for property damage shall not be less than $2,000,000.00 for each occurrence.

c. Worker's compensation insurance, with statutory coverage, if applicable.

d. Developer shall file a Certificate of Insurance with the City Clerk prior to commencing site grading. Developer shall be responsible for insuring that the Certificate bear the following wording.

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

4.03. Private Easements. Developer shall provide to the City evidence of all executed private easements between the Developer and adjacent property owner(s). Private easements shall be recorded with Hennepin County; a copy of said recording shall be provided to the City with a copy of the private easement.

4.04. Building Permits and Occupancy. Except as otherwise provided for in this Agreement, building permits shall only be issued upon execution of this Agreement by the City and Developer and all amounts due and securities required under this Agreement are paid to the City, and the Final Plat is recorded and a receipt of said recording is provided to the City. Prior to recording of the Final Plat, permits for grading and erosion control may be issued in conjunction with an approved grading permit and payment of the required Security and Escrow by Developer to the City as identified in Exhibit B. The Developer may apply for building permit(s) to construct one (1) model single-family home prior to the completion of the public roads serving the development. Model home sites must be approved by the City Planner and may be no greater 350 feet from a paved bituminous road. Developer shall maintain access for vehicle traffic and parking during construction of the model homes and access for emergency personnel and equipment, as determined by the City. No occupancy of any newly constructed building in said Final Plat shall occur until the base course of bituminous is in place and a certificate of occupancy has been issued by the City Building Official. The Developer shall use the model home only for real estate sales purposes and no other purposes.

4.05. Underground Utilities. The Developer shall contact the electric, telephone, gas and cable companies that are authorized to provide service to the Subject Property for the purpose of ascertaining whether any of those utility providers intend to install underground lines within the Development. The placement of private underground utilities shall be designed and constructed according to City standards and specifications, and coordinated with the placement of public underground utilities. Underground utility plans shall be reviewed and approved by the Public Works Director. Any costs associated with the installation of underground utilities required by the utility companies shall be solely borne by the Developer. The Developer agrees to comply with applicable requirements of franchise ordinances in effect in the City, copies of which are available from the City Clerk.

4.06. Street Cleaning. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, its contractors, subcontractors, agents or assigns. The City will inspect the Subject Property not less than on a weekly basis to determine whether it is necessary to take additional measures to clean dirt and debris from the streets. After 72 hours' telephone notice to the Developer's owner's representative, the City may complete or contract to complete the clean-up at the Developer's expense. The City may draw down on the Escrow or Security to pay such costs.

4.07. Construction Hours; Noise; Dust. Developer will comply with all requirements of the City pertaining to the hours and days during which construction activities may take place. Unless otherwise approved in writing by the City Administrator, construction hours shall be 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday, and upon request, due to construction delays out of the Developer's control, extended Saturday hours and Sunday hours established by the City Administrator. The Developer shall not be permitted to work on construction of the Improvements on holidays, except in the case of emergencies. The Developer shall provide

dust control to the satisfaction of the City Engineer. Developer shall be responsible for coordinating special work hours with the City Engineer and City Inspectors.

4.08. Lighting. The Developer shall be financially responsible for the cost of street lighting (Lighting Plan) for the Development. The Lighting Plan shall be designed and constructed according to City standards and specifications. The Developer shall submit a final Lighting Plan for review and approval to the Public Works Director prior to commencing construction.

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

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

4.11. Final Plat. The Developer shall record the Final Plat for Aster Mill Third in the land records office for Hennepin County, Minnesota within 30 days of its release by the City to the Developer. Developer shall provide a copy of said recording to the City.

4.12. Additional Work or Materials. All Improvements the Developer is required to complete pursuant to this Agreement shall be designed and constructed according to City standards and specifications and completed at no expense to the City, including, without limitation, any reimbursement by the City for work paid for by the Developer. The Developer agrees that it will make no claim for compensation for work or materials so done or furnished.

4.13. Miscellaneous Obligations. Developer shall comply with the terms and conditions set forth in the following ordinances and resolutions pertaining to the Development: Resolution No. 2022-26 (Lot Width Variances) and Resolution No. 2022-27 (Preliminary Plat) both adopted on March 22, 2022, Resolution No. 2022-50 (Final Plat for Phase 1) adopted by the City Council on May 10, 2022, Resolution No. 2023-52 (Final Plat for Phase 2), adopted by the City Council on July 11, 2023, and Resolution No. 2024-42 (Final Plat for Phase 3), adopted by the City Council on April 9, 2024.

ARTICLE FIVE
DEFAULT AND REMEDIES

5.01. Default by Developer. In the event of default by the Developer as to any of the work to be completed by the Developer, its successors or assigns, the City may, at its option perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, not less than 72 hours in advance and does not, within that 72 hour period, diligently proceed to remedy such default. In the event of such unremedied default, the City may immediately bring legal action against the Developer and/or draw upon the Security sums that exceed the costs or damage to the City, the City will return such excess amounts. In addition to its other remedies provided herein, the City may levy the cost in whole or in part as a special assessment against the Subject Property. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes §429.081.

5.02. Complete Improvements-Right of Entry. In addition to the City's other remedies under this Agreement, if the Developer's breach involves failure to complete the Improvements, the City is hereby authorized, at its option, following 30 days written notice to Developer, to enter on to all portions of the Subject Property it deems necessary to complete the installation of any or all of the Improvements to which the default relates.

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

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

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

ARTICLE SIX
MISCELLANEOUS PROVISIONS

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

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

6.03. Agreement to Run with Land. The Developer agrees to record this Agreement among the land records of Hennepin County, Minnesota contemporaneously with recording the Final Plat of Aster Mill Third Addition and corresponding Final Plat Resolution No. 2024-41. The provisions of this Agreement shall run with the land and be binding upon the Developer and its successors in interest.

Notwithstanding the foregoing, no conveyance of the Subject Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

6.04. Release. Upon completion of Improvements, the City's issuance of the Final Approval, and satisfaction of all of the Developer's obligations under this Agreement, which shall be evidenced by the expiration of the maintenance bond required by Section 1.07 of this Agreement, the City agrees to execute Certificate of Completion or other recordable instrument releasing the Subject Property from the terms of this Agreement.

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

6.06. Notices. All notices, certificates or other communications required to be given to City or Developer hereunder shall be deemed given i) on the same day of personally delivered, ii) one (1) day after being deposited with a nationally recognized overnight air courier, or iii) two (2) business days after mailing by certified or registered mail, return receipt requested, with postage fully pre-paid and addressed as follows:

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

DEVELOPER:
Pulte Homes of Minnesota, LLC
7500 Flying Cloud Drive, Suite 670
Eden Prairie, MN 55344
Telephone: (952) 421-9082
Attn: Chad Onsgard, Vice President of Development, Minnesota Division

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

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

6.08. Consent. The Developer represents and warrants that there are no other persons or entities with interests in the Property, except the interest of a mortgagee, if required. The consent of such mortgagee is attached hereto as Exhibit D if applicable.

6.09. Applicable Law. This Agreement shall be governed by and construed in accordance with the

laws of the State of Minnesota. The Developer agrees to comply with all laws, ordinances, and regulations of Minnesota and the City that are applicable to the Subject Property.

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

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

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

[Remainder of the page was intentionally left blank.]

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

PULTE HOMES OF MINNESOTA, LLC.

_____
Chad Onsgard
Its Vice President of Development

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 2024, by Chad Onsgard, Vice President of Development, of Pulte Homes of Minnesota, a Minnesota Limited Liability Company, on behalf of the corporation.

_____
Notary Public

CITY OF ROGERS

_____
Rick Ihli
Its Mayor

_____
Stacie Brown
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Rick Ihli and by Stacie Brown, the Mayor and City Clerk, respectively, of the City of Rogers, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

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

EXHIBIT A

ASTER MILL 2ND ADDITION
LEGAL DESCRIPTION OF THE PROPERTY

Existing Legal Descriptions:

Outlots A, B and C, ASTER MILL SECOND ADDITION, according to the recorded plat thereof, Hennepin County.

(abstract property)

Proposed Legal Descriptions:

Lots 1 through 16 inclusive, Block 1; Lots 1 through 5 inclusive, Block 2; Lots 1 through 17 inclusive, Block 3; Lots 1 through 18 inclusive, Block 4; Aster Mill Third Addition, Hennepin County, Minnesota.

EXHIBIT B
ASTER MILL THIRD ADDITION
FEES, IMPROVEMENT COSTS & FINANCIAL SECURITIES

2024 EXHIBIT B

ASTER MILL THIRD ADDITION (PULTE HOMES)

DEVELOPMENT INFORMATION	
Acres	18.04
Units	56.00
Lots	26.00

SECTION 1: PLATTING FEES OWED (CREDITS)	COST	PER ACRE/UNIT/LOT	AMOUNT DUE	NOTES
Water Trunk	3,000.00	Per Acre	-	Pre Paid with Phase 1
Sanitary Sewer Trunk	2,600.00	Per Acre	-	Pre Paid with Phase 1
Storm Sewer Trunk	2,400.00	Per Acre	-	Pre Paid with Phase 1
Park Dedication	6,000.00	Per Unit	-	10% Land Dedication
Subdivision GIS Data Entry Fee	50.00	Per Acre		Pre Paid with Phase 1
Lot Origination Fee	350.00	Per Lot		Pre Paid with Phase 1
Subtotal Platting Fees			**-**	
Total Platting Fees			**-**	

SECTION 2: ADMINISTRATIVE AND DEVELOPMENT RELATED COSTS	AMOUNT DUE	NOTES
Administrative	15,000.00	3% of Constr-public improvements
Total Administrative and Development Related Costs	**15,000.00**	

SECTION 3: IMPROVEMENT COSTS	LETTER OF CREDIT	ESCROW	NOTES
Engineering - Onsite Field Inspection		36,140.00	City Engineer - Contract
Legal		2,500.00	City Attorney - Contract
Planning		4,000.00	City Planner
Non-Public Improvements			
Landscaping - $1,000 per Unit	56,000.00		
Public Improvements Dedicated to the City			
Construction - Road Improvements	200,000.00		BIDS OR ESTIMATES NEEDED TO FINALIZE
Construction - Utility Improvements (Storm Sewer)	100,000.00		BIDS OR ESTIMATES NEEDED TO FINALIZE
Construction - Utility Improvements (Watermain)	100,000.00		BIDS OR ESTIMATES NEEDED TO FINALIZE
Construction - Utility Improvements (Sanitary Sewer)	100,000.00		BIDS OR ESTIMATES NEEDED TO FINALIZE
Total Improvement Costs	**556,000.00**	**42,640.00**	

SECTION 4: LOC / ESCROW / FEES REQUIRED	LETTER OF CREDIT	ESCROW	NOTES
Escrow			
Section 1: Platting Fees		-	
Section 2: Administrative Fees		15,000.00	
Section 3: Cash Escrow		46,904.00	110% of Cash Escrow Subtotal
Security			
Section 3: Letter of Credit	820,000.00		125% Non Public Improvements / 150% Improvements Dedicated to City
Total Letter of Credit and Cash Required	**820,000.00**	**61,904.00**	

EXHIBIT C

ASTER MILL THIRD
APPROVED PLANS

EXHIBIT D

ASTER MILL THIRD
CONSENT

_____ ("Bank") holds a mortgage encumbering the Property.

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

_____

Dated:_____, 20__

By: _____

Its: _____

ACKNOWLEDGEMENT FOR BANK

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, the _____ of _____, a _____ under the laws of _____, on behalf of the _____.

_____
Notary Public

[Developer to provide the required consents]

C.R. DOC. NO. _____

ASTER MILL THIRD ADDITION

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

OUTLOTS A, B and C, ASTER MILL SECOND ADDITION.

Has caused the same to be surveyed and platted as ASTER MILL THIRD ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

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

Signed: Pulte Homes of Minnesota LLC

By: _____ , Chief Manager
Jamie Tharp

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20___ by Jamie Tharp, Chief Manager of Pulte Homes of Minnesota LLC, a Minnesota limited liability company, on behalf of the company.

_____
Signature of Notary

_____
Printed Name

Notary Public, _____ County, _____

My Commission Expires _____

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

Dated this _____ day of _____, 20___.

_____
Daniel Ekrem, Licensed Land Surveyor
Minnesota License No. 57366

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20___, by Daniel Ekrem.

_____
Signature of Notary

_____
Printed Name

Notary Public, _____ County, Minnesota

My Commission Expires _____

CITY COUNCIL, CITY OF ROGERS, MINNESOTA

This plat of ASTER MILL THIRD ADDITION was approved and accepted by the City Council of the City of Rogers, Minnesota at a regular meeting thereof held this _____ day of _____, 20___, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Rogers, Minnesota

by _____, Mayor by _____, Clerk

COUNTY AUDITOR, Hennepin County, Minnesota

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

Daniel Rogan, County Auditor

by _____, Deputy

SURVEY DIVISION
Hennepin County, Minnesota

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

Chris F. Mavis, County Surveyor

by _____

COUNTY RECORDER
Hennepin County, Minnesota

I hereby certify that the within plat of ASTER MILL THIRD ADDITION was recorded in this office this _____ day of _____, 20___, at ____ o'clock ___ .M.

Amber Bougie, County Recorder

by _____, Deputy

ALLIANT
ENGINEERING

C.R. DOC. NO. _____

ASTER MILL THIRD ADDITION

THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE HENNEPIN COUNTY COORDINATE SYSTEM NAD 83 (86).

- ⊙ Denotes found section corner
- ● Denotes monument found 1/2 inch iron pipe monument marked by license no. 44110 unless otherwise shown
- ○ Denotes 1/2 inch x 18 inch iron pipe monument set and marked by license no. 57366 unless otherwise shown

R.M. Denotes Reference Monument.

EOWL Edge of Wet Land

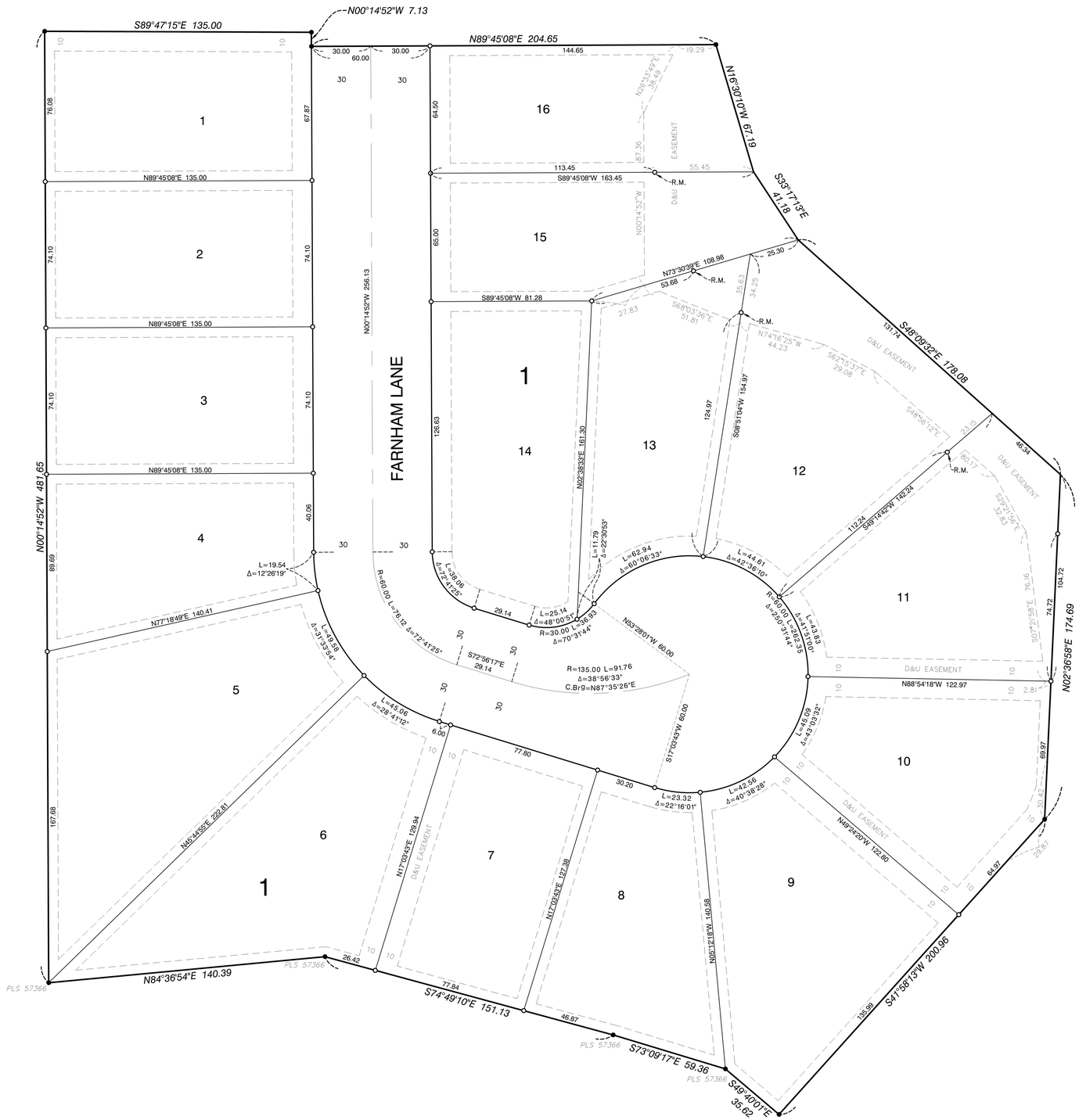
0 50 100 200
SCALE IN FEET

ALLIANT ENGINEERING

C.R. DOC. NO. _____

ASTER MILL THIRD ADDITION

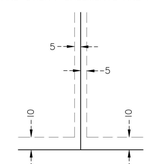
INSET A



THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE HENNEPIN COUNTY COORDINATE SYSTEM NAD 83 (86).

- ● Denotes monument found 1/2 inch iron Pipe monument marked by license no. 44110 unless otherwise shown
- ○ Denotes 1/2 inch x 18 inch iron pipe monument set marked by license no. 57366 unless otherwise shown
- D&U Denotes drainage & utility easement
- R.M. Denotes reference monument

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining lot lines and being 10 feet in width and adjoining right of way lines, unless otherwise indicated on this plat.

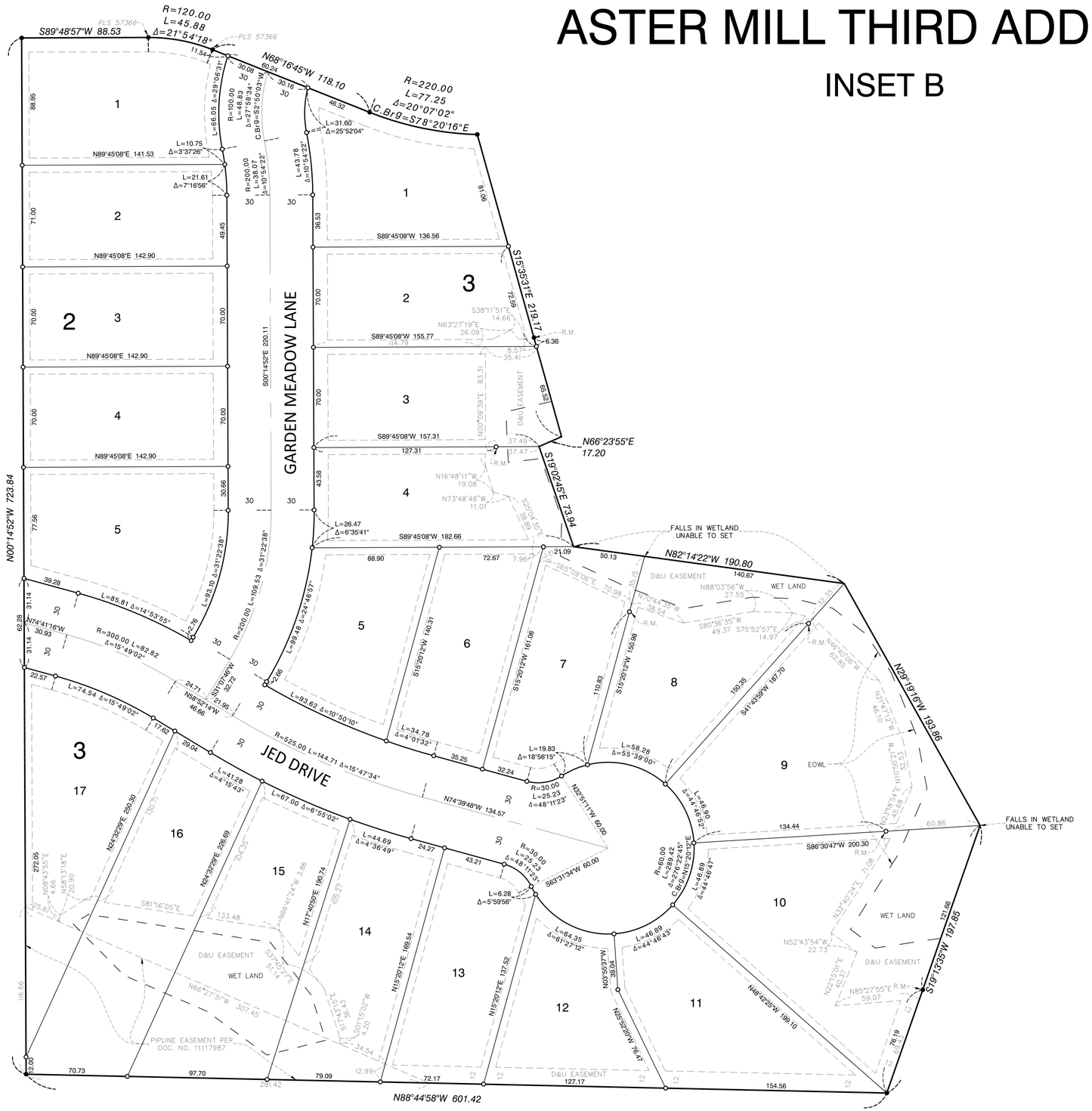
SCALE 0 15 30 60 IN FEET

ALLIANT ENGINEERING

C.R. DOC. NO. _____

ASTER MILL THIRD ADDITION

INSET B

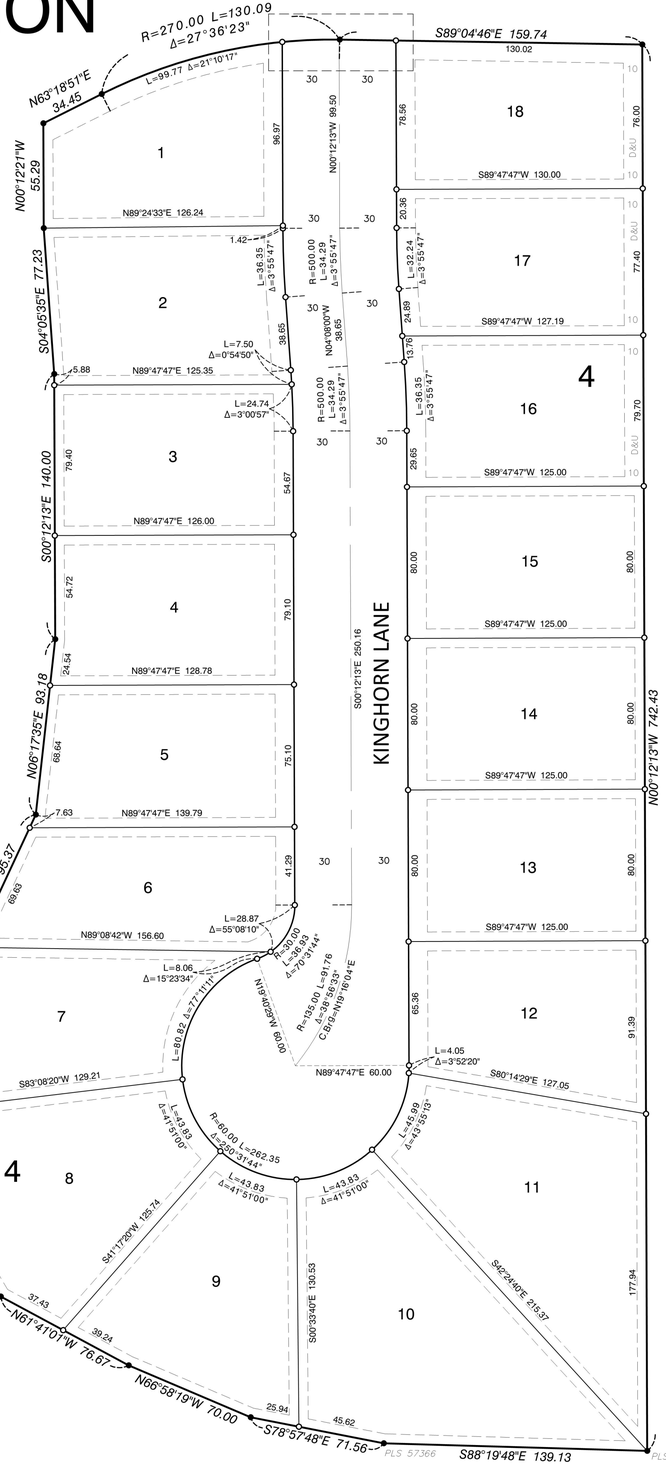


ALLIANT ENGINEERING

C.R. DOC. NO. _____

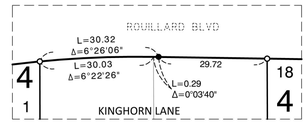
ASTER MILL THIRD ADDITION

INSET C



DETAIL

NOT TO SCALE



THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE HENNEPIN COUNTY COORDINATE SYSTEM NAD 83 (86).

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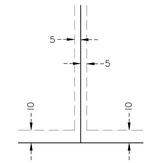
- D&U Denotes drainage & utility easement

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining lot lines and being 10 feet in width and adjoining right of way lines, unless otherwise indicated on this plat.

0 20 40 80

SCALE IN FEET

ALLIANT ENGINEERING

Meeting Date: April 9, 2024

REQUEST FOR ACTION
ROGERS CITY COUNCIL

Agenda Item: No. 5.12

Subject: Authorization of Backfill Process Due to Administrative Assistant Retirement

Prepared By: Steve Stahmer, City Administrator

Recommended City Council Action

Motion to authorize staff to begin the backfill process to fill the opening left by retirement of City Hall Administrative Assistant.

Overview / Background

As Council is aware, we have received retirement notice from Administrative Assistant Melody Swanson after 20+ years with the City. As we do with all open positions, staff has reviewed the current duties, along with the needs of the department and the City as a whole in order to develop any recommended changes. In this case, it has been determined that the greatest need at the position is a more intense focus on building permit processing.

Currently, the Admin Assistant is responsible for basic intake/processing of building permits in addition to serving as a traditional administrative assistant and City Hall front desk/phone receptionist. Given the increasing complexity of the permitting system software and number of permits being processed, we have previously identified the need for a Building Permit Technician position. Lacking that expanded skillset and dedicated position is a risk to the City in terms of processing permits and tracking payments, etc. Given the opening created through retirement and the basic building permit duties currently being done by the incumbent, staff recommends modifying the position to matrix the duties across administrative assistant/receptionist and permit processing, with a title of Building Permit & Administrative Coordinator.

Given the higher level of permit knowledge/certification we would be seeking, this modification will require that the position be moved up one to two salary grades (from a 7 to either an 8 or 9, depending upon candidate pool/qualifications).

Staff Recommendation

Staff recommends Council authorize beginning the backfill process to fill the opening left by retirement of City Hall Administrative Assistant.

Meeting Date: April 9, 2024

REQUEST FOR ACTION
ROGERS CITY COUNCIL

Agenda Item: No. 7.1

Subject: Accept Resignation/Retirement of Melody Swanson

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

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Recommended City Council Action
Motion to accept the resignation/retirement of Melody Swanson.

Overview / Background
Melody Swanson, Administrative Assistant, has formally submitted her resignation/retirement letter. Her last day of employement will be June 3, 2024. Melody has spent the last 20+ years with the City as our front desk friendly face, building permit go-to, and overall person in-the-know. She has developed many relationships with residents, developers, home builders and City staff.

Melody will be retiring in Florida with family. We wish her the best in her retirement, and endless days of sunshine.

Staff Recommendation
Motion to accept the resignation/retirement of Melody Swanson.

Meeting Date: April 9, 2024

REQUEST FOR ACTION
ROGERS CITY COUNCIL

Agenda Item: No. 7.2

Subject: Accept Resignation/Retirement of Gary Buysse

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

---

Recommended City Council Action
Motion to accept the resignation/retirement of Gary Buysse, effective June 23, 2024 and authorize staff to proceed with backfilling his position.

Overview / Background
Gary Buysse has been our Liquor Operations Manager then Director since April 2002. During his 22 year tenure, Gary has experienced many changes in the Minnesota liquor industry and in the retail business industry in general. From smoking bans, to Covid, to legalizing THC products, Gary has successfully surmounted each new piece of legislation.

Gary will be representing Rogers Wines and Spirits and Rogers Muni in the Rockin' Rogers parade on June 22nd as his celebration of career and retirement from Rogers.

We wish him well and good health as he enters his next chapter.

Staff Recommendation
Motion to accept the resignation/retirement of Gary Buysse, effective June 23, 2024 and authorize staff to proceed with backfilling his position.

Meeting Date: April 9, 2024

REQUEST FOR ACTION
ROGERS CITY COUNCIL

Agenda Item: No. 7.3

Subject: Adopt Ordinance 2024-02, Centerpoint Energy Gas Franchise Ordinance and Summary Ordinance 2024-02

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

---

Recommended City Council Action

Motion to Adopt Ordinance 2024-02, Centerpoint Energy Gas Franchise Ordinance Superseding and Repealing Ordinance Ordinance 2004-05 and Authorize Publication of Summary Ordinance 2024-02

Overview / Background

CenterPoint Energy, Inc., headquartered in Houston, Texas, is a domestic energy delivery company that includes electric transmission and distribution, natural gas distribution and energy services operations. With more than 8,900 employees, CenterPoint Energy and its predecessor companies have been in business for more than 140 years. They sell and deliver natural gas to approximately 4 million homes and businesses in six states: Indiana, Louisiana, Minnesota (including Minneapolis), Mississippi, Ohio and Texas (including greater Houston area). They are investing in modernizing their natural gas infrastructure and are committed to eliminating cast-iron pipe in all territories.

Centerpoint Energy is the exclusive provider of natural gas to the City of Rogers. They have been operating in the city under Ordinance 2004-05, Gas Franchise Ordinance since 2004. The franchise had a term of 20 years from the date the Ordinance was passed and approved by the city which was May 11, 2004 and after publication which was July 5, 2004. A copy of Ordinance 2004-05 is attached to the staff report.

The substantive changes to the Franchise Ordinance are the following additions:

Section 3.5. Notice of Improvements to Streets. The City will give Company reasonable written Notice of plans for improvements to Public Ways and Public Grounds where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The Notice will contain: (i) the nature of the improvements, (ii) the Public Ways or Public Grounds upon which the improvements are to be made, (iii) the time when the City anticipates work will start, and (iv) if more than one Public Way or Public Grounds is involved, the order in which the work is expected to proceed. The Notice will be given to Company a minimum of eight (8) weeks in advance of the actual commencement of the work to permit Company to make any additions, alterations or repairs to its Gas Facilities Company deems necessary.

Section 5.1. Indemnity of City. Company shall indemnify and hold the City harmless from any and all liability, on account of injury to persons or damage to property occasioned by the

construction, maintenance, repair, inspection, the issuance of permits or the operation of the Gas Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work.

Section 5.2. Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written Notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such Notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This Franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

Ordinance 2024-02 has been published on the City's website for over 10 days as required by statute. If approved, Summary Ordinance 2024-02 will be published in the Crow River News on April 18, 2024.

Staff Recommendation

Motion to Adopt Ordinance 2024-02, Centerpoint Energy Gas Franchise Ordinance Superseding and Repealing Ordinance Ordinance 2004-05 and Authorize Publication of Summary Ordinance 2024-02

ATTACHMENTS:

Description

Ordinance 2024-02

Ordinance 2004-05

Summary Ordinance 2024-02

CenterPoint Energy
Gas Franchise Ordinance

ORDINANCE NO. 2024-02

CITY OF ROGERS, HENNEPIN COUNTY, MINNESOTA

AN ORDINANCE GRANTING CENTERPOINT ENERGY RESOURCES CORP. d/b/a CENTERPOINT ENERGY MINNESOTA GAS ("CENTERPOINT ENERGY"), ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION, MANUFACTURE AND SALE OF GAS ENERGY FOR PUBLIC AND PRIVATE USE AND TO USE THE PUBLIC WAYS AND GROUNDS OF THE CITY OF ROGERS, MINNESOTA COUNTY, MINNESOTA, FOR SUCH PURPOSE; AND, PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF

THE CITY COUNCIL OF THE CITY OF ROGERS, HENNEPIN COUNTY, MINNESOTA, ORDAINS:

SECTION 1. DEFINITIONS

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

City. The City of Rogers, County of Hennepin, State of Minnesota.

City Utility System. Facilities used for providing public utility service owned or operated by City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

Commission. The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate gas retail rates now vested in the Minnesota Public Utilities Commission.

Company. CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Minnesota Gas its successors and assigns including all successors or assigns that own or operate any part or parts of the Gas Facilities subject to this Franchise.

Gas Energy. Gas Energy includes both retail and wholesale natural, manufactured or mixed gas.

Gas Facilities. Gas transmission and distribution pipes, lines, ducts, fixtures and all necessary equipment and appurtenances owned or operated by the Company for the purpose of providing Gas Energy for retail or wholesale use.

Notice. A writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to CenterPoint Energy, Minnesota Division Vice President, 505 Nicollet Mall, Minneapolis, Minnesota, 55402. Notice to the City shall be mailed to City of Rogers, City Administrator, 22350 South Diamond Lake Road, Rogers, MN 55374. Any party may change its respective address for the purpose of this Ordinance by written Notice to the other parties.

Ordinance. This gas franchise ordinance, also referred to as the Franchise.

Public Way. Any highway, street, alley or other public right-of-way within the City.

Public Ground. Land owned or otherwise controlled by the City for utility easements, park, trail, walkway, open space or other public property, which is held for use in common by the public or for public benefit.

SECTION 2. ADOPTION OF FRANCHISE

2.1 **Grant of Franchise.** City hereby grants Company, for a period of twenty (20) years from the date this Ordinance is passed and approved by the City, the right to import, manufacture, distribute and sell Gas Energy for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future and also the right to transport Gas Energy through the limits of the City for use outside of the City limits. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Ways and Public Grounds, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant with state law.

2.2 **Effective Date; Written Acceptance.** This Franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance in writing by Company. This Franchise supersedes and replaces the parties' prior franchise, Ordinance No. 2004-5.

2.3. **Service and Gas Rates.** Except as otherwise expressly provided herein, the terms and conditions of service and the rates to be charged by Company for Gas Energy in City are subject to the exclusive jurisdiction of the Commission.

2.4. **Publication Expense.** Company shall pay the expense of publication of this Ordinance.

2.5. **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the written Notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within thirty (30) days after

first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this Franchise or for such other relief as may be permitted by law or equity.

2.6. **Continuation of Franchise.** If the City and the Company are unable to agree on the terms of a new franchise by the time this Franchise expires, this Franchise will remain in effect until a new franchise is agreed upon, or until ninety (90) days after the City or the Company serves written Notice to the other party of its intention to allow Franchise to expire.

SECTION 3. LOCATION, OTHER REGULATIONS

3.1. **Location of Facilities.** Gas Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System. Gas Facilities may be located on Public Grounds in a location to be mutually agreed in writing by the City and the Company. The location and relocation of Gas Facilities shall be subject to reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this Franchise.

3.2. **Street Openings.** Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee, unless the City is receiving a franchise fee pursuant to this Ordinance, in which case all permit fees will be waived. Permit conditions imposed on Company shall not be more burdensome than those imposed on other public right-of-way users for similar facilities or work. Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Gas Facilities and (ii) Company gives telephone, email or similar Notice to the City before commencement of the emergency repair, if reasonably possible. Within two (2) business days after commencing the repair, Company shall apply for any required permits and pay any required fees.

3.3. **Restoration.** After undertaking any work requiring the opening of any Public Way, the Company shall restore the Public Ways in accordance with Minnesota Rules, part 7819.1100 and applicable City ordinances consistent with law. The Company shall restore Public Ground to as good a condition as formerly existed, and shall maintain the surface in good condition for six (6) months thereafter. All work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ways or Public Grounds in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five (5) days, the right to make the restoration of the Public Ways or Public Grounds at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City.

3.4. **Avoid Damage to Gas Facilities.** The Company must take reasonable measures to prevent the Gas Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Gas Facilities from damage that could be inflicted on the Gas

Facilities by persons, property or the elements. Per Minnesota Statute § 216D.05, the City must take protective measures when it performs work near the Gas Facilities.

3.5. **Notice of Improvements to Streets.** The City will give Company reasonable written Notice of plans for improvements to Public Ways and Public Grounds where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The Notice will contain: (i) the nature of the improvements, (ii) the Public Ways or Public Grounds upon which the improvements are to be made, (iii) the time when the City anticipates work will start, and (iv) if more than one Public Way or Public Grounds is involved, the order in which the work is expected to proceed. The Notice will be given to Company a minimum of eight (8) weeks in advance of the actual commencement of the work to permit Company to make any additions, alterations or repairs to its Gas Facilities Company deems necessary.

3.6 **Mapping Information.** If requested by City, Company must promptly provide complete and accurate mapping information for any of its Gas Facilities in accordance with the requirements of Minnesota Rules 7819.4000 and 7819.4100.

3.7. **Emergency Response.** If a public safety concern exists involving the Gas Facilities, both the City and Company shall respond to such gas emergency within the City without imposing a direct fee on the other.

SECTION 4. RELOCATIONS

4.1. **Relocation in Public Ways.** The Company and City shall comply with the provisions of Minnesota Rules 7819.3100 with respect to requests for the Company to relocate Gas Facilities located in Public Ways.

4.2 **Relocation in Public Grounds.** City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Grounds upon a finding by City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Grounds. Nothing in this Section 4.2 shall be construed so as to invalidate or impair any existing company easements in Public Grounds.

4.3. **Projects with Federal Funding.** Relocation, removal or rearrangement of any Company Gas Facilities made necessary because of the extension into or through City of a federally aided highway project shall be governed by the provisions of Minnesota Statutes §§ 161.45 and 161.46.

SECTION 5. INDEMNIFICATION

5.1. **Indemnity of City.** Company shall indemnify and hold the City harmless from any and all liability, on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits or the operation of the Gas Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence or otherwise wrongful act or omission except for losses or

claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work.

5.2. **Defense of City.** In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written Notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such Notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This Franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 6. VACATION OF PUBLIC WAYS AND PUBLIC GROUNDS

The City shall give Company at least two weeks prior written Notice of a proposed vacation of a Public Ways or Public Grounds. The City and the Company shall comply with Minnesota Rules 7819.3100 and 7819.3200 with respect to any request for vacation.

SECTION 7. CHANGE IN FORM OF GOVERNMENT

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 8. FRANCHISE FEE

8.1. **Form.** During the term of the franchise hereby granted, the City will continue to charge the Company a franchise fee pursuant to Ordinance No. 2015-16 ("Fee Ordinance"), as may be amended or superseded from time to time. In the event the City amends the amount of the fee as provided in the Fee Ordinance, the City will use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City and be consistent with the Minnesota Public Utility Commission's March 23, 2011, Order establishing franchise fee filing requirements in Docket No. E,G999/CI-09-970. If the Company claims that the City required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company will provide a formula that will produce a substantially similar fee amount to the City. If the City and Company are unable to agree, the disagreement shall be subject to the Dispute Resolution provisions of this Ordinance.

8.2. **Separate Ordinance.** Any amendment to the franchise fee or Fee Ordinance shall be imposed by separate ordinance duly adopted by the City Council. The effective date of such franchise fee ordinance shall be no less than ninety (90) days after written Notice enclosing a copy of the duly adopted and approved ordinance has been served upon the Company by Certified mail. The Company

is not required to collect a franchise fee if the terms of the fee agreement are inconsistent with this franchise or state law, provided the Company notifies the City Council of the same within the ninety (90) day period.

8.3. **Condition of Fee.** The separate ordinance imposing the fee shall not be effective against the Company unless the City lawfully imposes a fee of the same or substantially similar amount on the sale of Gas Energy within the City by any other energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through an agreed-upon franchise.

8.4. **Collection of Fee.** The franchise fee shall be payable as provided in the Fee Ordinance. The franchise fee formula may be changed from time to time, however, the change shall meet the same Notice and acceptance requirements and the fee may not be changed more often than annually. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by the Company. The Company shall not be responsible to pay City fees that Company is unable to collect under Commission rules or order. Company agrees to make available for inspection by City at reasonable times all records necessary to audit Company's determination of the franchise fee payments.

8.5. **Continuation of Franchise Fee.** If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon. However, the franchise fee will not remain in effect for more than one (1) year after the franchise expires as stated in Section 2.6 of this Franchise. If for any reason the franchise terminates, the franchise fee will terminate at the same time.

SECTION 9. ABANDONED FACILITIES

The Company shall comply with Minnesota Rules, Part 7819.3300, as it may be amended from time to time with respect to abandoned facilities in Public Ways. The Company shall maintain records describing the location of all abandoned and retired Gas Facilities within the Public Ways and Public Grounds, produce such records at the City's request and comply with the location requirements of Minnesota Statutes § 216D.04 with respect to all Gas Facilities located in Public Ways and Public Grounds.

SECTION 10. PROVISIONS OF ORDINANCE

10.1. **Severability.** Every section, provision or part of this Ordinance is declared separate from every other section, provision or part; and if any section, provision or part shall be held invalid, it shall not affect any other section, provision or part. Where a provision of any other City ordinance is inconsistent with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2. **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between City and Company as the only parties. No provisions herein shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a

third-party beneficiary of this Ordinance or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 11. AMENDMENT-PROCEDURE

Either party may propose at any time that this Franchise Ordinance be amended. Franchise Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within ninety (90) days after the effective date of the amendatory ordinance.

Passed and approved: _____, 2024

_____
Mayor of the City of Rogers, Minnesota

Attest:

_____
City Clerk, Rogers, Minnesota

GAS FRANCHISE ORDINANCE

ORDINANCE NO. 2004-5

CITY OF ROGERS, HENNEPIN COUNTY, MINNESOTA

AN ORDINANCE GRANTING CENTERPOINT ENERGY MINNEGASCO, A DIVISION OF CENTERPOINT ENERGY RESOURCES CORPORATION, A DELAWARE CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION, MANUFACTURE AND SALE OF GAS ENERGY FOR PUBLIC AND PRIVATE USE AND TO USE THE PUBLIC WAYS AND GROUNDS OF THE CITY OF ROGERS, MINNESOTA, FOR SUCH PURPOSE; AND, PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF.

THE CITY COUNCIL OF THE CITY OF ROGERS, HENNEPIN COUNTY, MINNESOTA, ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meaning:

City. The City of Rogers, County of Hennepin, State of Minnesota.

City Utility System. Facilities used for providing public utility service owned or operated by City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

Commission. The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate gas retail rates now vested in the Minnesota Public Utilities Commission.

Company. CenterPoint Energy Minnegasco, a division of CenterPoint Energy Resources Corporation, a Delaware corporation, its successors and assigns including all successors or assigns that own or operate any part or parts of the Gas Facilities subject to this franchise.

Gas Facilities. Gas transmission and distribution pipes, lines, ducts, fixtures, and all necessary equipment and appurtenances owned or operated by the Company for the purpose of providing gas energy for public or private use.

Gas. Natural gas, manufactured gas, mixture of natural gas and manufactured gas or other forms of gas energy.

Non-Betterment Costs. Costs incurred by Company from relocation, removal or rearrangement of Gas Facilities that do not result in an improvement to the Gas Facilities.

Notice. A writing served by any party or partes on any other party or parties. Notice to Company shall be mailed to CenterPoint Energy Minnegasco, V.P., Regulatory & Supply Service, 800 LaSalle Avenue, Minneapolis, MN 55402. Notice to the City shall be mailed to the City Administrator, City of Rogers, 12913 Main St., Rogers, MN 55374-9336. Any party may change its respective address for the purpose of this Ordinance by written notice to the other parties.

Public Way. Public right-of-way within the City as defined in Minn. Stat. §237.162, subd. 3.

Public Ground. Land owned or otherwise controlled by the City for park, open space or similar purpose, which is held for use in common by the public.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 Grant of Franchise. City hereby grants Company, for a period of 20 years from the date this Ordinance is passed and approved by the City, the right to import, manufacture, distribute and sell gas for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. This right includes the provision of Gas that is (i) manufactured by the Company or its affiliates and delivered by the Company, (ii) purchased and delivered by the Company or (iii) purchased from another source by the retail customer and delivered by the Company. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Ways and Public Grounds, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject however, to such lawful regulations as may be adopted by separate ordinance and as currently exist under CITY R.O.W. ORDINANCE. The Company shall be notified 60 days in advance of proposed changes to CITY R.O.W. ORDINANCE. The City and Company shall negotiate in good faith to reach mutually acceptable changes. If the City and Company are unable to agree, disputes will be handled under the terms of Section 2.5 of this Ordinance. If a provision of CITY R.O.W. ORDINANCE conflicts with a provision on the same subject in this Ordinance, this Ordinance will control.

2.2 **Effective Date; Written Acceptance.** This franchise shall be in force and effect from and after its passage of this Ordinance and publications as required by law and its acceptance by Company. If Company does not file a written acceptance with the City within 90 days after the date the City Council adopts this Ordinance, or otherwise places the City on written notice,

at any time, that the Company does not accept all terms of this franchise, the City Council by resolution may either repeal this ordinance or seek its enforcement in a court of competent jurisdiction.

2.3 **Service and Gas Rates**. The service to be provided and the rates to be charged by Company for gas service in City are subject to the jurisdiction of the Commission.

2.4. **Publication Expense**. The expense of publication of this Ordinance shall be paid by Company.

2.5. **Dispute Resolution**. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief permitted by law.

2.6. **Continuation of Franchise**. If the City and the Company are unable to agree on the terms of a new franchise by the time this franchise expires, the franchise will remain in effect until a new franchise is agreed upon, or until 90 days after the City or the Company serves written Notice to the other party of its intention to allow the franchise to expire.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1. **Location of Facilities**. Subject to regulation under CITY R.O.W. ORDINANCE, Gas Facilities in the Public Way shall be located, constructed and maintained so as not to disrupt normal operation of any City Utility System. Gas Facilities may be located on Public Grounds as determined by the City.

3.2. **Restoration of Public Ways and Public Ground**. Restoration of the Public Way shall be subject to CITY R.O.W. ORDINANCE. After completing work requiring the opening of Public Ground, the Company shall restore the Public Ground to as good a condition as formerly existed, and shall maintain the surface in good condition for six (6) months thereafter. All work shall be completed as promptly as weather permits. If Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition and after demand to Company to cure, City shall, after

passage of a reasonable period of time following the demand, but not to exceed ten days, have the right to make the restoration of the Public Ground at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section.

3.3. **Waiver of Performance Security**. The City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required under CITY R.O.W. ORDINANCE currently or in the future. The City reserves all other rights under CITY R.O.W. ORDINANCE to enforce Company performance requirements for work in the Public Way or Public Ground.

3.4. **Avoid Damage to Gas Facilities**. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Gas Facilities while performing any activity.

3.5. **Mapping Information**. Company must promptly provide mapping information for any of its underground Gas Facilities in accordance with Minnesota Rules Parts 7819.4000 and 7819.4100.

SECTION 4. RELOCATIONS.

4.1 **Relocation of Gas Facilities**. Relocation of Gas Facilities in Public Ways shall be subject to CITY R.O.W. ORDINANCE. City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Grounds upon a finding by City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Grounds. Relocation Gas Facilities in Public Ground shall comply with applicable City ordinances with law.

4.2 **Projects with Federal Funding**. Relocation, removal, or rearrangement of any Company Gas Facilities made necessary because of the extension into or through City of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes Section 161.46, as supplemented or amended. City shall not order Company to remove or relocate its Gas Facilities when a Public Way is vacated, improved or realigned because of a renewal or a redevelopment plan which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless agreement is made that the reasonable Non-Betterment Costs of such relocation and the loss and expense resulting therefrom will be paid to Company when available to the City. The City need not pay those portions of such for which reimbursement to it is not available.

4.3 **No Waiver**. The provisions of Section 4 apply only to Gas Facilities constructed in reliance on a permit or franchise

from City and Company does not waive its rights under an easement or prescriptive right or State or County permit.

SECTION 5. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all the rights and obligations of the City provided in this Ordinance.

SECTION 6. FRANCHISE FEE.

6.1 **Reservation of Rights.** The City reserves all rights under Minn. Stat. ¶ 216B.36, to require a franchise fee at any time during the term of this franchise. If the City elects to require a franchise fee it shall notify Company and negotiate in good faith to reach a mutually acceptable fee agreement, which shall be set forth in a separate ordinance and not adopted until at least 60 days after Notice enclosing such proposed ordinance has been served upon the Company by certified mail. If the City and Company are unable to agree on a franchise fee for on any terms related thereto, each hereby consents to the jurisdiction of State District Court, Hennepin County, to construe their respective rights under the law, subject to all rights of appeal.

SECTION 7. LIMITATION ON APPLICABILITY; NO WAIVER.

This Ordinance constitutes a franchise agreement between the city and its successors and the Company and its successors and permitted assigns, as the only parties. No provision of this franchise shall in any way insure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defense of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 8. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended. This Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 60 days after the effective date of the amendatory ordinance.

SECTION 9. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes and replaces previous franchises granted to the Company or its predecessors. Upon Company acceptance of this franchise under Section 2.2, the previous franchise shall terminate.

Passed by the City Council of the City of Rogers, this 11th day of May, 2004.

Leigh J. Stanley
Mayor of the City of Rogers, Minnesota

ATTEST:

Stacy Dobrzenski
City Clerk, Rogers, Minnesota

CenterPoint Energy Minnegasco
Acceptance of Ordinance

RECITALS:

1. At a regular meeting of the City Council of the City of Rogers held on May 11, 2004, a franchise ordinance entitled Ordinance Number 2004-5 was duly passed by the City Council.

2. The franchise ordinance was duly approved by Leigh Stanley, Mayor of the City of Rogers, on May 11, 2004, and was duly published in the North Crow River News, the official newspaper of the City of Rogers, on July 5, 2004.

3. Section 2.2 of the franchise ordinance provides for written acceptance by CenterPoint Energy Minnegasco, a division of CenterPoint Energy Resources Corp., a Delaware corporation, to be filed with the City Clerk within 90 days after publication.

4. It is the purpose of this instrument to effect a due and sufficient acceptance of the franchise ordinance.

ACCEPTANCE:

CenterPoint Energy Minnegasco, a division of CenterPoint Energy Resources Corp., for itself, its successors and assigns, accepts the franchise ordinance referred to in Recital 1 upon the terms and conditions contained therein.

Executed this 2nd day of November, 2004.

CenterPoint Energy Minnegasco
A Division of CenterPoint Energy Resources Corp.

By: Phil Hammond
Phil Hammond
Vice President
Supply Management, Regulatory Services & Government Relations

STATE OF MINNESOTA)
)ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 2nd day of November, 2004.

MARY JO SCHUH
NOTARY PUBLIC - MINNESOTA
My Comm. Expires Jan. 31, 2005

Mary Jo Schuh
Notary Public

The above acceptance was duly filed with the City of Rogers in the office of the City Clerk on November 15, 2004.

Tacy Robaszewski
City Clerk
City of Rogers

SUMMARY ORDINANCE 2024-02

CITY OF ROGERS, HENNEPIN COUNTY, MINNESOTA

AN ORDINANCE GRANTING CENTERPOINT ENERGY RESOURCES CORP. d/b/a CENTERPOINT ENERGY MINNESOTA GAS ("CENTERPOINT ENERGY"), ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION, MANUFACTURE AND SALE OF GAS ENERGY FOR PUBLIC AND PRIVATE USE AND TO USE THE PUBLIC WAYS AND GROUNDS OF THE CITY OF ROGERS, MINNESOTA COUNTY, MINNESOTA, FOR SUCH PURPOSE; AND, PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF

The City Council of the City of Rogers hereby ordains the adoption of Ordinance 2024-02, Centerpoint Energy Gas Franchise Ordinance Superseding and Repealing Ordinance Ordinance 2004-05. The ordinance grants the franchise to Centerpoint Energy, establishes terms for location and relocation of gas facilities, indemnification of the city and maintains the right to charge a franchise fee. This ordinance shall have full force and effect upon its passage and publication.

The full text of the Ordinance may be reviewed at City Hall, located at 22350 South Diamond Lake Road, Rogers, MN 55374. The ordinance can also be viewed online at our website http://cityofrogers.org.

Dated: April 9, 2024

_____
Rick Ihli, Mayor

ATTEST:

_____
Stacie Brown, City Clerk

Publish in the Crow River News April 18, 2024

Meeting Date: April 9, 2024

REQUEST FOR ACTION
ROGERS CITY COUNCIL

Agenda Item: No. 7.4

Subject: 2023 Public Safety Aid Expenditure List/Plan

Prepared By: Patrick Farrens, Fire Chief and Dan Wills

Recommended City Council Action

Motion to Approve Purchases in the 2023 Public Safety Aid Plan and Authorize Mayor and Staff and to Enter into Necessary Contracts.

Overview / Background

In 2023, the Minnesota Legislature enacted a one-time Public Safety Aid appropriation of $900 million to be allocated among counties, cities, and townships with a population of 10,000 or more and Minnesota's 11 federally recognized tribal governments.

The allocation for the City of Rogers is $608,487. Recipients must use the aid to provide and support public safety, and facilities are not an eligible expense. There is no end date for the use of the funds; however, additional requirements for this bill are currently being discussed in the legislature. Eligible uses include:

- Community violence prevention and intervention programs
- Community engagement
- Mental health crisis responses
- Victim services
- Training programs
- First responder wellness
- Equipment related to fire, rescue, and emergency services
- To pay other personnel or equipment costs

Primary Issues to Consider

- Financial Plan
- 2023 Public Safety Aid Plan

Analysis of Primary Issues

Financial Plan

It is financially prudent not to use one-time money for ongoing expenditures, and most public safety requests contained within the 2023 Public Safety Aid Plan are one-time expenditures. While we will need to maintain and potentially replace the items, all of these items would have been requested in future budgets or capital plans.

Staff is seeking Council approval to authorize purchases included in the 2023 Public Safety Aid Plan, as listed. Staff will return for Council approval if items are purchased outside the listed categories.

2023 Public Safety Aid Plan

The PowerPoint presentation for the meeting, which outlines the items to be purchased and the justification, is attached to this memo.

Chiefs Farrens and Wills plan to use this one-time aid to enhance services and replace equipment where possible. Consideration was made to reduce the impact on future levies.

Staff Recommendation

Motion to Approve Purchases in the 2023 Public Safety Aid Plan and Authorize Mayor and Staff to Enter into Necessary Contracts.

Financial Impact: 608,487 **Budgeted?** N/A **Source Fund:** 207

Notes:

ATTACHMENTS:

Description

2023 Public Safety Aid Plan Breakdown

2023 Public Safety Aid Plan PPT and Notes

City of Rogers 2023 Public Safety Aid Plan		
Category/Description	**Department**	**Amount**
Patrol Mountain Bikes (2)	Police	10,000.00
Firearms Lockers (2)	Police	12,000.00
School Pole Radars (2)	Police	8,000.00
Public Safety Drone*	Police	45,000.00
Flock Camera and LPR (10)*	Police	156,500.00
Investigation Trailer and Equipment	Police	20,500.00
Tactical Vest and Helmets (24)	Police	37,500.00
Officer Equipment Allowance ($1000 per officer)	Police	24,000.00
CIT Training	Police	23,400.00
Suppression Equipment	Fire	57,000.00
Extrication Tools	Fire	35,500.00
Training	Fire	40,000.00
Forcible Entry Door	Fire	13,000.00
Electric Vehicle Deactivation	Fire	2,850.00
Ventilation Fans	Fire	24,300.00
Mannequins	Fire	4,500.00
Rescue Equipment	Fire	15,000.00
Tools and Loose Equipment	Fire	16,000.00
Forcible Entry Tools	Fire	10,000.00
Firefighter Wellness	Fire	53,000.00
Total		608,050.00

Fire Department Expenditures	336,900.00
Police Department Expenditures	271,150.00
Total	608,050.00

*Includes ongoing expenses that will need to be budgeted in future years.

2023 Public Safety Aid Plan

Rogers Fire and Police

2023 Public Safety Aid

- In 2023, the Minnesota Legislature enacted a one-time Public Safety Aid appropriation of $900 million.
- The allocation for the City of Rogers is $608,487. Recipients must use the aid to provide public safety. Eligible uses include:
  - Community violence prevention and intervention programs
  - Community engagement
  - Mental health crisis response and victim services
  - Training programs
  - First responder wellness
  - Equipment related to fire, rescue, and emergency services
  - To pay other personnel or equipment costs

Firearms Lockers - $12,000

- Firearm Lockers $6,000
  - Replace the armory lockers
  - Secure location for rifles

Adding two lockers for firearms and less than lethal storage in the police department armory.

Pole Mounted Radar - $8,000

- Pole Mounted Radar $4,000 ea.
- Mounted in front of Rogers Elementary and Rogers Middle/High School

Adding two pole mounted radars in the area of Rogers Elementary and Rogers High School/Rogers Middle School. The police department receives a high number of speeding complaints in these areas.

Public Safety Drone - $45,000

- DJI Matrice RTK $30,000
- 3yr Licenses $12,000
- Training and FCC $3,000

- Shared PD/FD asset

This is a shared resource of a public safety drone through police and fire. The drone has capabilities to fly inside small spaces, thermal imaging for missing persons, suspects and locate hot spots for structure fires from the air. The drone also enhances capabilities of investigators for both police and fire, by quickly and accurately examining large areas, and obtaining overall site photos.

Flock LPR’s - $156,500

- (10) Falcon LPR's with 5-year license agreement

Flock license plate readers and cameras, positioned throughout the city will provide investigative assistance in identifying suspect vehicles, and assist patrol officers in traffic-related violations and stolen vehicles. This platform is being utilized by neighboring cities.

Patrol E-Bikes (Bike Unit) - $10,000

- 2 Trek Mountain Bikes $6,000
- Thule Squad Rack $1,000
- Training and Equipment $3,000

Two E-Mountain Bikes for trained patrol officers to use during their shift, community events, and other police details.

Investigation Trailer and Equipment - $20,500

- 2023 6x12 Trailer $13,000
- Investigation Equipment $7,500

Trailer for detectives to use while processing crime scenes. Detectives will have access to lighting, generators and other tools needed to process crime scenes.

Active Shooter Response - $37,500

- 24 Helmets
- 24 Vests
- Squad Bunkers

In 2019, the city was provided a grant from Shield 616 which provided officers with active shooter vests, and helmets. These vests and helmets have expired and need to be replaced. This allocation would allow for all the officers to be issued a heavy-duty ballistic vest, ballistic helmet, and place ballistic shields in each police squad. The everyday vest officers wear does not stop high-powered rifle rounds, and this additional armor would.

Officer Wellness Equipment Allowance - $24,000

$1,000 credit per officer

A credit at uniform shop per officer for load bearing vest carriers, other duty items needed outside uniform allowance.

CIT Training - $23,400

Training for all 24 sworn officers

Minnesota Crisis Intervention Team

40-hour training in crisis intervention. This would teach officers how to deal with people in crisis, and deescalate situations.

Rogers Fire Department

Suppression Equipment - $57,000

- Electric Vehicle Nozzle – $3,135
- Foam Pack x 1 – $1,200
- Enforcer 10 – $6,000
- Handline Nozzles - $25,000
- Fire Hose - $10,000
- Spare Hose Trays - $ 3,300
- Hydrant Wrenches PD - $865
- Standpipe Kits (next page)

Electric vehicle nozzle, being added to the fleet of apparatus and equipment due to increased challenges these fires pose to firefighters. Best practices include active and aggressive cooling of the batteries, which must be completed from under the vehicle.
Foam Pack – an addition to grass truck to foam and suppress stubborn wildland or illegal burn fires.
Enforcer 10 – Compressed air foam system, addition to R12 to provide emergency suppression capabilities.
Fire Hose – replacement of old hose, and addition of attack line so trucks can be reset faster.
Spare Hose Trays – addition to help reset apparatus quicker, after fire calls.
Hydrant Wrenches for PD – allow PD to spot, open, and flush hydrants prior to FD arrival, decreasing setup time for the FD.
All items on this list have a life expectancy of 15-20 years, excluding hydrant wrenches and spare hose trays which can operate until they no longer work.

Standpipe Kits

- Community has started to grow upwards
- Standpipe kits were not added to engines
- Kits allow firefighters to safely, effectively, and uniformly attach to hose valves or standpipes
- Apartment buildings, large warehouses, etc.
- A11, E11, E21, E22

Standpipe bags provide the equipment needed to safely and effectively connect hoses to stairwells and other hose valves. This standardizes the equipment carried truck to truck and provides a safer connection for firefighters.
Life expectancy 15-20 years.

Holmatro Extrication Tools - $35,500

- Add extrication tools to Rescue 12
- Helps facilitate truck usage and allows us to block on the interstate with the most appropriate truck
- R12 is designed to operate as our heavy rescue truck but was never equipped with extrication tools
- Full set including ram and extension, cutters, and spreaders – with spare batteries and mounts.

Holmatro battery-powered tools are needed to provide extrication equipment on R12. The intent is to have this apparatus become the primary response vehicle for accidents out of Fire Station 1. This is to provide additional rescue capabilities, utilize the light tower on the apparatus, and if it were to be struck, we would not lose a fire engine with a 3 – 4-year replacement window. This set replicates what is in service on Engine 21. We will not place full rescue tool sets on each apparatus as apparatus is replaced. The set would include spreaders (jaws of life), cutters, and a hydraulic ram with extension attachments. Life expectancy of this equipment 20+ years.

Training - $40,000

- Incident Command Training – Blue Card - $15,000
- Officer Development - $10,000
- EMS - $10,000
- Drivers - $5,000

Blue Card – incident command training, 40 hours online and 24 hours in-person certification lab. The focus is on fire ground accountability and management. This program will be offered to all members of the department.
Officer Development – includes state certifications in Officer I/II, Instructor I/II, Inspector, Investigator, etc. These certifications help provide baseline knowledge to firefighters and fire officers for career advancement. Officer certifications are reviewed during ISO examinations.
EMS – Encourage additional members to obtain EMT and expand annual EMS training and equipment.
Drivers Training – online and in-person defensive driving school through the Minnesota Safety and Highway Research Center (St. Cloud State). Provides firefighters with real-life driving instruction to better avoid accidents and other issues while responding with large apparatus or our smaller vehicles.

Forcible Entry Door and Accessories - $13,000

- **Shared asset for PD & Fire**
- Used to simulate forcing entry into a commercial or residential structure
- Includes crush door and cutting station
- Allows firefighters to safely practice using various saws to cut locks, metal bars, etc.

Allows police and fire to train on forcing entry into various door arrangements. Brings training opportunities in house, without renting or borrowing equipment.
See slide for additional information.
Life expectancy, 15+ years, would not need to be replaced unless it broke.

Electric Vehicle Deactivation $2,850

- Disables energy to any electric vehicle. Devices mimic the car's charging, which, per DOT regulations, makes the car unable to drive and should “disable” the battery. This will not stop the fire but create a safer scene.
- E 11, E21, R12

Provides safer scenes when operating around electric and hybrid vehicles.
See slide for additional information.

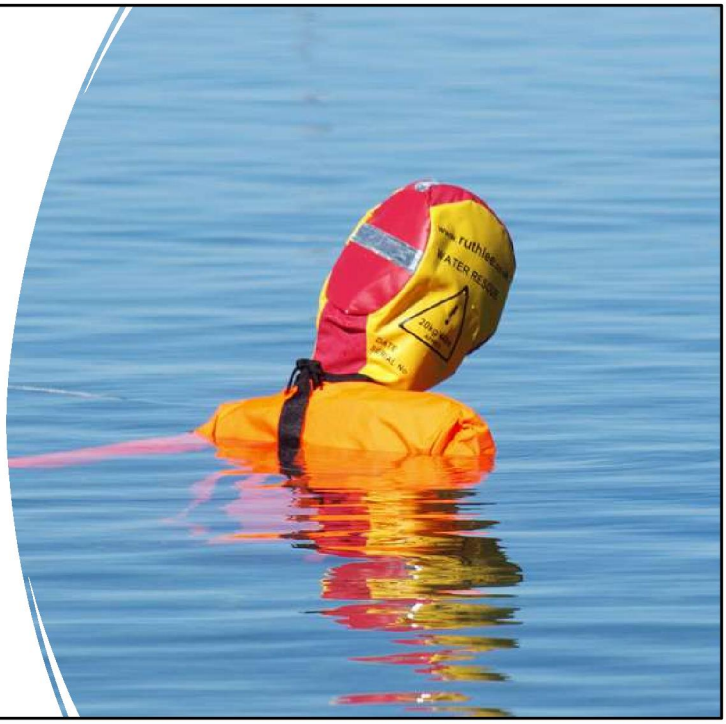
Ventilation Fans - $24,300

- Battery 16” Fan E11, E21, E22
  - Wheels, shore power, Milwaukee, carrying strap
- Battery 20” Fan R12 – $7,122
  - Wheels, shore power, mister, Milwaukee, carrying strap

Current fans need replacement. These battery-operated fans eliminate many of the risks of our current gas fans, including significant weight reduction, wheels for movement, and power via already-owned Milwaukee batteries. Current fans are either large/heavy gas-powered fans, which introduce more carbon monoxide into the structure and pose a significant strain risk to firefighters or plug-in smoke ejectors that are being used as positive pressure fans. These electric plug-in fans can work well in apartment settings but do routinely trip breakers. However, we will keep a few of these on the Aerial apparatus. The battery powered positive pressure fans pictured are a significant advancement in safety and capabilities of the fire department.
Life expectancy of this equipment is 15+ years.

Mannequins- $4,500

- Mannequins
  - Extra Heavy
  - Adult x1
  - Child x 1
  - Dog x 1
- Joint PD/FD Resource



Mannequins will allow for additional and better training opportunities throughout the community in structure fire, rescue, and active shooter training. Currently, the department only has one regular adult mannequin, which is an older jointed model. These new mannequins will expand are capabilities and provide more realistic training scenarios.

Rescue Equipment- $15,000

- R12 Stokes and Rigging Equipment - $7,500
- A11 Stokes Basket and Rigging – $1,800
- Stokes Basket Wheel - $1,800
- Cribbing - $2,400
- Ice Rescue Equipment – $1,500

R12 Stokes Basket – this is new equipment, needed to round out the functionality of the apparatus. It allows victims to be moved up and down grades in a safe and controlled manner. Rigging allows for vertical and horizontal hoisting and movement.
A11 Stokes Basket – replace the basket that is original to truck (2001) and add associated rigging to secure patient.
Stokes Basket Wheel – allows patient to be more safely moved over long distances, and up steep terrain. Also helps reduce potential injury to responders carrying basked.
Cribbing – purchase plastic reusable cribbing for R12, used in vehicle extrication. We need more than we have; plastic cribbing avoids contamination of fluids, hazmat, etc.
Ice Rescue Equipment – remainder of items responders need to effectively and efficiently effect ice rescues within our jurisdiction. Includes additional safety equipment, and rescue slings.
Life expectancy of this equipment varies on use but is 10+ years.

Tools Various $16,000

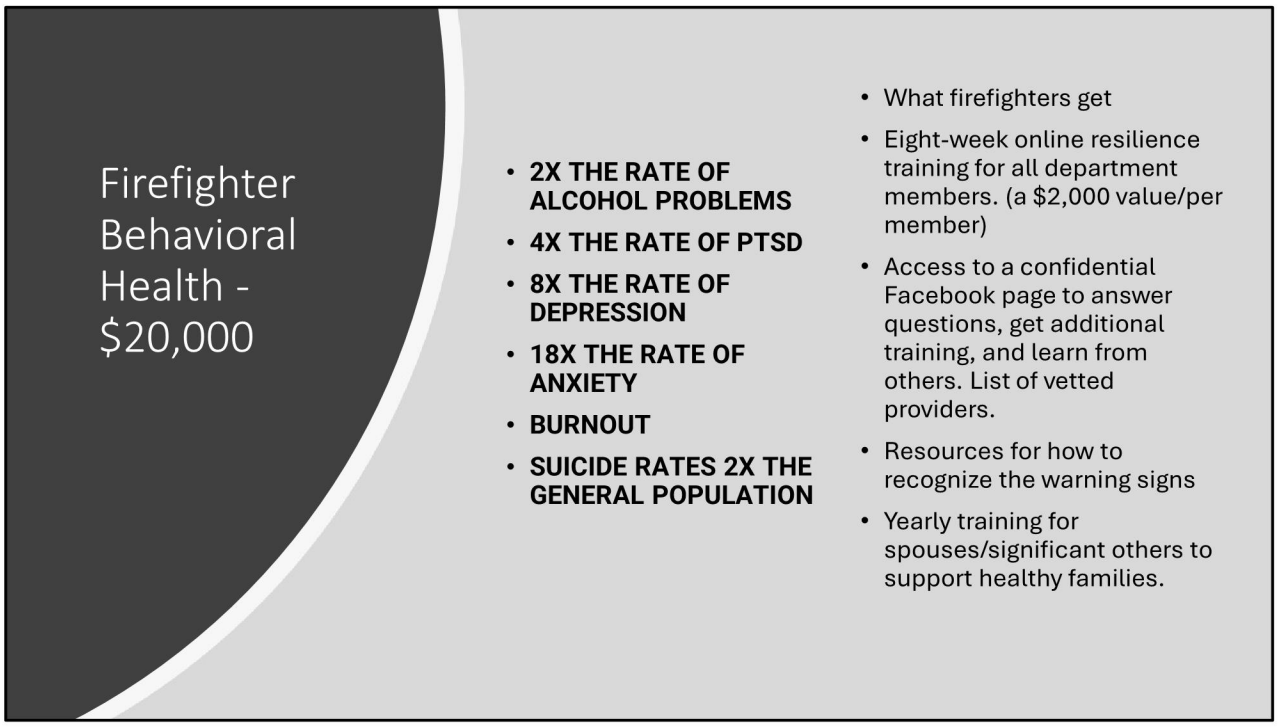
- Tools and Toolboxes - $3,500
- Hose Ramps - $3,500
- EMS Bags - $9,000

Tools – purchase associated hand tools and equipment to build standardized tool kits across the departments fleet. NFPA does have a recommended list, this will exceed that and provide better safety and consistency to responders.
Hoser ramps – purchase of new ramps to aid in being good neighbors during training exercises, where hoses would need to run across parking lots or roads.
EMS Bags – procure new replacement medical bags to standardize operations across the fire department. New bags are blood-borne pathogen resistant and cleanable with disinfectant wipes. One oxygen and medical bag per apparatus, and six additional active shooter trauma bags (36 bags total).
Life expectancy of this equipment varies but tools and hose ramps, can be used until failure. EMS bags should be 10+ years.

Forcible Entry Tools - $10,000

- Port-a-torch - $400
- Weddle Tool x 2 $3,300
- Rabbit Tool - $3,000
- Through the Lock Kits - $2,000
- Man in Machine Kit - $2,000

Port-a-torch – needed equipment for ISO purposes, current equipment not serviceable.
Weddle and Rabbit tools are non-destructive forcible entry tools that can be used to enter residential or commercial structures. Depending on the tool it is either designed to spread the jamb, or frame and allow manipulation of the bolt. Enabling access to a patient who may not be able to get to a door, etc. without destroying their property.
Through the lock kits – additional tools to provide non-destructive forcible entry options on both commercial and residential buildings.
Man-in-machine kit – tools needed to remove patients entangled in industrial, farming, or other equipment (rollers in large warehouses, snow blowers, etc.) Currently minimal equipment exists in the Rogers fleet today.
All these items would be utilized until non-serviceable, with a life expectancy of 15+ years.



Firefighter mental health and associated resources and training are needed. With the above stats, and remember that every call our paid-on-call firefighters respond to they likely know the victim as a neighbor, friend, family, etc. creates a strain on firefighters well being. RFD would enter a contract with PAR360 led by Dr. Margaret Gavian, the contract would include the items listed above for fighters, but also quarterly visits to officer meetings, bi-annual leadership workshops, and monthly chief calls. Chief Farrens would like to continue this program into the future, with an anticipated ongoing annual cost of $13 -17,000 as the family event would not need to occur every year. Numerous agencies around our area including West Suburban Fire and Elk River fire are utilizing some form of this program.

Station 1 Gym Upgrade - $33,000

- Treadmill
- Weights
- Half Rack
- Cable Rack
- Medicine Balls
- Plyo Box
- Rubber Floor
- Etc.

The current equipment in the Fire Station 1 gym has reached the end of its useful life. Many items have been donated by firefighters, or purchased second-hand from other fire departments, while they are replacing their equipment. There are a number of members that utilize this workout room routinely but are limited in their options due to lack of equipment. This equipment would help advance the health and safety of our firefighters, through quality workout opportunities. An annual maintenance contract would cause an on-going expense to this equipment which would equate to about $750 per year. This equipment is all commercial grade.

Meeting Date: April 9, 2024

REQUEST FOR ACTION
ROGERS CITY COUNCIL

Agenda Item: No. 7.5

Subject: Approval of a Purchase Agreement for the Sale of City-Owned Property at Rogers Drive and 136th Ave (PIDs 1412023420015 and 1412023420021)

Prepared By: Brett Angell, Community Development Director

Recommended City Council Action

Motion to approve a Purchase Agreement with Java Companies, LLC for the sale of 1.31 acres of city-owned property at 136th Ave and Rogers Drive (PIDs 14-120-23-42-0021 and 14-120-23-42-0015), subject to the final review and approval by the City Attorney.

Overview / Background

During the closed session of the February 11th meeting, the City Council discussed an offer by Java Companies for the sale of 1.31 acres of city-owned property at 136th Avenue and Rogers Drive. At the February 26th meeting dates, the City Council discussed an amended offer by the potential buyer for the same parcel. The proposed buyer seeks to development a multi-tenant commercial building at the location which would feature a quick service restaurant, coffee user with a drive-thru, and one additional office related tenant. A concept site plan was submitted with the offer and is attached to this memorandum.

The subject property has a total size of 1.31 acres combined between two legally separate parcels. The property is currently undeveloped and is maintained by the city. The property is currently zoned as Regional Center (RC) and is guided in the 2040 Comprehensive Plan as Commercial. The proposed use is consistent with the zoning and guidance for the property. Adjacent uses to the property include a restaurant (Maynards) to the west, a bank and multi-tenant commercial building to the north, a multi-tenant commercial building and movie theater to the east, and a drainage pond to the south.

A purchase agreement has been draft for the proposed sale. Details related to the agreement can be found below:

- Seller: City of Rogers
- Buyer: Java Companies, LLC
- Purchase Price: $550,000
- Deposit: $5,000
- Due Diligence Timing: 180 days with extension options
- Closing: 10 days
- Contingencies: acceptance of due diligence results, obtaining of financing for the purchase
- Closing Costs: split between Buyer and Seller

The proposed buyer has a history of experience with developing and constructing retail and commercial buildings. The experience includes numerous multi-tenant commercial buildings

throughout the twin cities suburbs as well as coffee cabins. The buyer will still be subject to any and all related land use approvals and building permits prior to construction.

The subject property was originally acquired in 2006. The property was acquired via TIF1 funds at that time. Proceeds from the sale of the property would go back into TIF1. An anticipated closing date would be by mid-October of this year.

Staff Recommendation

Staff recommends the approval of the purchase agreement with Java Companies for the sale of 1.31 acres of city-owned property at 136th Ave N and Rogers Drive (PIDs 14-120-23-42-0015 and 14-120-23-42-0021) subject to the final review and approval by the City Attorney.

ATTACHMENTS:

Description

Purchase Agreement

Location Map

Concept Site Plan

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into this ___day of March, 2024 (the "Agreement Date"), by and between Java Companies, LLC, a Minnesota limited liability company, ("Buyer"), and the City of Rogers, a Minnesota municipal corporation (the "City" or "Seller"). Each may be referred to as a "Party" or collectively, the "Parties".

1. **Conveyance of Property**. In consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, certain real property consisting of approximately 1.31 acres of land, together with any site improvements, fixtures, and all easements, appurtenances, and other related real property rights, located in the City of Rogers, County of Hennepin, Minnesota (PID Nos. 1412023420021 and 1412023420015) as legally described on Exhibit A attached hereto (the "Property").

2. **Personal Property**. Buyer acknowledges that no items of personal property are included in the sale of the Property.

3. **Purchase Price and Terms**.

3.1 Purchase Price. The total purchase price to be paid by Buyer to Seller for the Property shall total Five Hundred Fifty Thousand and No/100 Dollars ($550,000) (the "Purchase Price").

3.2 Deposit. Buyer shall deposit the sum of Five Thousand and No/100 Dollars ($5,000) (the "Deposit") into escrow with Servion Commercial Title (the "Title Company) within fifteen (15) days after the Agreement Date. Prior to the expiration of the Contingency Periods, defined below, Buyer shall have the right to terminate the Agreement and obtain a return of the Deposit in the manner set forth below. Upon expiration of the last of the Contingency Periods, the Deposit shall be non-refundable to Buyer unless Buyer terminates this Agreement as the result of a Seller's Default as defined herein. The Deposit shall be applied to the Purchase Price at closing.

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

3.4 Deed/Marketable Title. On the Closing Date, subject to performance by Buyer of its obligations hereunder, Seller shall execute and deliver to Buyer a Limited Warranty Deed (the "Deed") in recordable form conveying marketable title to the Property to Buyer subject only to the Permitted Exceptions (as defined below).

4. **Information and Title Inspection**.

4.1 Seller's Information. Within five (5) business days after the Agreement Date, Seller shall deliver to Buyer any of the following documents or information in Seller's possession or control (collectively, the "Seller's Information"): any environmental reports, soil tests and reports, geotechnical reports, surveys, contracts, leases, and any information regarding levied, pending or ordered special assessments against the Property, together with a written notice (the "Seller's Information Notice" from Seller stating that the deliveries constitute all of the Seller's Information. The date Seller delivers the Seller's Information Notice to Buyer is referred to herein as the "Seller's Information Delivery Date". If Seller obtains new or updated material information regarding the Property prior to the Closing, Seller shall inform Buyer of its receipt of updated material information and deliver such supplemental information to Buyer and the same shall be included as part of the Seller's Information.

4.2 Title and Survey Matters. Within ten (10) days after the Agreement Date, Seller, at Seller's expense, shall order and thereafter, upon receipt, deliver to Buyer a current commitment for an ALTA owner's title insurance policy covering the Property in the amount of the Purchase Price issued by the Title Company (the "Title Commitment"), together with copies of all documents shown as exceptions in the Title Commitment. Buyer may, at Buyer's expense, obtain any survey desired by Buyer of the Property (the "Survey"). The Buyer shall deliver a copy of the Survey to Seller upon receipt thereof. The Title Commitment and the Survey, if any, are collectively referred to herein as the "Title Evidence". Within fifteen (15) days after receipt of the last of item of the Title Evidence, Buyer shall notify Seller in writing of any objections to the condition of title to the Property as disclosed by the Title Evidence (the "Objections"), or the Objections shall be deemed waived. If any Objections are so made, Seller shall, within fifteen (15) days after receipt of the Objections, notify Buyer in writing of those Objections, if any, Seller agrees to cure by the Closing Date, whereupon such notice shall be a covenant of Seller hereunder to cure such Objections to Buyer's reasonable satisfaction. Notwithstanding the foregoing, Seller shall have no obligation to cure any Objections, except that Seller shall be obligated to cause any mortgages or liens against the Property created by any party other than Buyer (or those working through Buyer) ("Liens") to be released of record as of the Closing Date. If, as of the Closing Date, any Objections are not cured to Buyer's reasonable satisfaction by Seller, then Buyer, as its sole and exclusive remedy(except with respect to Liens), may either: (A) terminate this Agreement by delivering written notice to the Seller and the Title Company, whereupon the Title Company shall disburse the Deposit to Buyer and upon such payment neither party shall be further liable to the other hereunder; or (B) elect to accept the title in its then current condition and without reduction of the Purchase Price. All of the matters to which title is subject at Closing, as shown on the Title Commitment (inclusive of all uncured Objections but excluding Liens), are collectively called the "Permitted Exceptions."

5. **Due Diligence Period**. The term "Initial Due Diligence Period" shall mean the period commencing on the Seller's Information Delivery Date and ending 180 days thereafter.

Buyer shall have the right to extend the Initial Due Diligence Period for four (4) additional and separate periods of sixty (60) days each (each an "Additional Period" and collectively the "Additional Periods"), by delivering written notice to Seller at least five (5) days before the end of the then current Initial Due Diligence or Additional Period, as the case may be. The Initial Due Diligence Period and all Additional Periods Buyer elects hereunder are collectively referred to herein as the "Due Diligence Period". During the Due Diligence Period, Buyer may approve and conduct any investigations, studies or tests desired by Buyer including investigations and tests specifically for the presence or absence of Hazardous Substances in, on, or about the Property, including by means of a Phase I or Phase II Environmental Site Assessment and all inspections related thereto, as well as invasive drilling and inspections, tests, feasibility studies, and any other inspections, studies or tests reasonably required by Buyer in connection with Buyer's due diligence, in Buyer's sole discretion and at its sole cost and expense (collectively, the "Inspections"). During the Diligence Period, Seller grants to Buyer, its agents, employees, and contractors the right to enter the Property to conduct the Inspections. Buyer shall notify Seller prior to any entry and shall not unreasonably interfere with Seller's business operations at the Property. Buyer shall promptly repair any damage to the Property arising out of the Inspections and return the Property to substantially the same condition as existed prior to the Inspections, except that Buyer shall not be required to restore any latent defect or pre-existing condition at the Property not caused or impacted by Buyer's or its agents', contractors' or employees' entry on the Property. Buyer shall indemnify, defend, and hold Seller harmless from and against any damage, injury, claim or lien caused by the activities of Buyer or its agents on the Property or failure to perform Buyer's obligations under the immediately preceding sentence, provided, however, that Buyer shall have no responsibility or liability, and no obligation to indemnify or defend Seller, for (a) any act or omission of Seller or Seller's officials, agents, employees, and representatives; (b) any adverse condition or defect on or affecting the Property not caused or impacted by Buyer or its employees, agents, consultants, or contractors discovered during the Inspections including, without limitation, the pre-existing presence or discovery of any pre-existing matter (such as, but not limited to, any Hazardous Substance as defined by Section 12.I.); (c) the results or findings of any inspection not caused or impacted by Buyer or its employees, agents, consultants, or contractors discovered during their inspections; and/or (d) Buyer's election to terminate this Agreement as a result of any inspection pursuant to this Agreement. The Buyer's obligations under this Section 5 shall survive the Closing and any termination of this Agreement for a period of six (6) months following such Closing or termination.

6. **Contingencies**. Buyer's Contingencies (the "Contingencies") are as follows:

A. Buyer, by the last day of the Due Diligence Period, being satisfied in its sole determination with the results of its due diligence with respect to the Property.

B. Buyer, by the Closing Date, obtaining financing for its purchase of the Property upon terms and conditions acceptable to Buyer in its sole discretion.

C. By the Closing Date, the condition of title shall be satisfactory to the Buyer following the Buyer's examination of title as provided herein.

D. By the Closing Date Seller shall have performed all of its other obligations under this Agreement.

The Contingencies are solely for the benefit of Buyer and may be waived by Buyer at any time by notice in writing delivered to Seller. If the Contingencies are not satisfied or waived in writing by Buyer by the respective dates set forth in paragraphs A-D (the "Contingency Periods"), then Buyer may terminate this Agreement by notice in writing delivered to Seller and the Title Company. Upon such termination the Title Company shall disburse the Deposit to Buyer and upon such payment neither party shall be further liable to the other hereunder.

7. **Closing**. Subject to the terms of this Agreement, the closing of the purchase and sale of the Property contemplated by this Agreement (the "Closing") shall occur at the office of the Title Company, or at another location mutually agreed upon by the Parties, on the date 10 days after the expiration of the Due Diligence Period, or such other date as agreed to by the Parties in writing (the "Closing Date"). The Closing shall be accomplished through the delivery of funds and documents into escrow with the Title Company and neither party shall be required to attend the Closing.

8. **Closing Costs**. Seller shall be responsible for the following closing costs and related items: (1) the cost of preparing the Title Commitment; (2) one-half of the closing fees charged by the Title Company utilized to close the transaction contemplated by this Agreement up to a maximum amount of $1,500; (3) all transfer taxes or other governmental charges including the State deed tax and conservation fee assessed on the transfer of the Property; (4) any curative endorsements Seller elects to obtain to cure title defects; (5) all recording fees and charges relating to the filing of any instrument to make title marketable, and; (6) Seller's own legal and accounting fees associated with this transaction. Buyer shall be responsible for the following closing costs and related items: (1) one-half of the closing fees charged by the Title Company utilized to close the transaction contemplated by this Agreement; (2) the premiums required for the issuance of a title insurance policy Buyer elects to purchase; (3) recording fees or charges related to the filing of the deed, and; (4) Buyer's own legal and accounting fees associated with this transaction.

9. **Real Estate Taxes.** The Property is currently exempt from real estate taxes. Seller shall pay all special assessments levied, pending or ordered with respect to the Property as of the Closing Date. Subject to the foregoing, Buyer shall assume all tax liability for the Property arising subsequent to the Closing Date.

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

A. The Deed conveying the Property to the Buyer.

B. A Settlement Statement prepared by the Title Company.

C. FIRPTA affidavit that Seller is not a "foreign person" as such term is defined within Section 1445 of the Internal Revenue Code.

D. A certificate certifying that the Sellers' representations and warranties as contained in this Agreement are true now and on the Closing Date as if made on the Closing Date (the "Bring-Down Certificate").

E. Well disclosure certification, if required, or statement that Seller is not aware of any wells on the Property.

F. Any other documents as may be reasonably required by the Title Company consistent with Seller's obligations under this Agreement in order to complete the transaction contemplated by this Agreement.

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

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

B. A Settlement Statement prepared by the Title Company.

12. **Seller's Representations, Covenants and Warranties**. Seller represents and warrants to Buyer now and, subject to the update of the representations and warranties provided below, as of the Closing Date that:

A. Seller has not done or suffered anything to encumber title to the Property except the Permitted Exceptions, and shall cause the Property to be released from any Liens created by prior to Closing.

B. Neither the execution, delivery or performance of this Agreement will result in the breach under any indenture, security instrument nor other agreement or court or administrative order by which Seller or the Property may be bound or affected.

C. There will be no leases or other occupancy agreement in effect with respect to the Property. There are no tenants or third parties in possession of the Property.

D. There are no contracts or agreements in effect with respect to the Property.

E. To the best of Seller's knowledge, there are no legal actions, suits, litigation, or other legal or administrative proceedings of any kind, pending or threatened, that affect the Property or any portion thereof, and to Seller's knowledge, no such action is presently contemplated.

F. To the best of Seller's knowledge, no wells exist on the Property except as may be disclosed in the Seller's Information.

G. To the best of Seller's knowledge, no sewage treatment system exists on the Property, and no such tanks have been removed during Seller's ownership of the Property except in compliance with applicable laws.

H. Seller shall make no improvements or modifications to the Property other than maintaining the Property in its current condition. As of the Closing Date, all payments will have been made for all labor and materials furnished to the Property by or on behalf of Seller.

I. To the best of Seller's knowledge, there are no Hazardous Materials as herein defined on the Property.

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

J. Seller has full power and authority to enter into this Agreement and to perform all its obligations hereunder, and has taken all action required by law, its governing instruments, or otherwise to authorize the execution, delivery, and performance of this Agreement and all the deeds, agreements, certificates, and other documents contemplated herein. This Agreement has been duly executed by and is a valid and binding agreement of Seller, enforceable in accordance with its terms, except as enforceability may be limited by equitable principles or by the laws of bankruptcy, insolvency, or other laws affecting creditors' rights generally.

K. Seller has not entered into any other contracts for the sale of the Subject Property that remain in effect, Seller shall not enter into any new agreements with respect to the Property that will remain in effect at Closing unless they shall be cancelable by Buyer without penalty upon no greater than thirty (30) days' notice, without the prior written consent of Buyer.

L. To Seller's knowledge, no latent or patent defects in the Property, such as sinkholes, weak soils, unrecorded easements or restrictions, exist.

M. Seller is not a "foreign person" as such term is defined in the Internal Revenue Code.

N. To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.

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

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

If to Seller:
City of Rogers
Attn: Brett Angell
22350 South Diamond Lake Rd
Rogers, MN 55374
Email: bangell@rogersmn.gov

If to Buyer:
Java Companies, LLC
Attn: Mark Krogh
879 Scheffer Avenue
St. Paul, MN 55102
Email: mark@javacompanies.com

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

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

14. **Default; Remedies; Specific Performance**. If Buyer defaults in any of the agreements herein and remains in default for a period longer than ten (10) days after receipt of written notice of default from Seller, Seller may, as its sole and exclusive remedy hereunder, to terminate this Agreement in the manner provided for in Minnesota Section 559.21 et. seq. and upon such termination retain the Deposit as full and complete liquidated damages for such default of Buyer; provided, however, that the foregoing shall not in any way release, impair or otherwise affect any Buyer's indemnity obligations under this Agreement. The parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Seller's

sole and exclusive remedy in the event of default or failure to perform hereunder by Buyer, exclusive of any Buyer's indemnity obligations, and except in connection with Buyer's indemnity obligations, Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer for any claims, injury, or loss arising from or in connection with this Agreement, including without limitation: (i) for specific performance of this Agreement; or (ii) to recover any damages in excess of such liquidated damages. In the event of a default by Seller hereunder and if Seller remains in default for a period longer than ten (10) days after receipt of a written notice of default from Buyer may terminate this Agreement by notice in writing to Seller and the Title Company whereupon the Title Company shall immediately disburse the Deposit to Buyer.

15. **Risk of Loss**. Seller shall bear all risk of loss resulting from damage to or of all or a portion of the Property which may occur prior to Closing by way of casualty, condemnation or otherwise ("Risk of Loss Event"). Following any Material Risk of Loss Event, Buyer may, in its sole discretion, by written notice to Seller and the Title Company within 15 days after receiving notice of such Material Risk of Loss Event but in all events prior to the Closing, terminate this Agreement, in which event the Title Company shall immediate disburse the Deposit to Buyer and thereupon neither Party shall have any further obligations under this Agreement except for the obligations that survive termination. If necessary, the Closing Date shall be extended to allow Buyer such 15-day period. In the event of any Risk of Loss Event which does not result in a termination of this Agreement, the parties shall proceed to Closing without any adjustment in the Purchase Price and Seller shall, at Closing, assign to Buyer, as of Closing and in a form acceptable to Buyer, all rights or claims for relief with respect to such casualty or condemnation, and credit to Buyer an amount equal to the insurance deductible, if any, under any applicable insurance policy of Seller covering such casualty. "Material Risk of Loss Event" means any Risk of Loss Event that results in a loss or damage to the Property that exceeds five percent (5%) of the Purchase Price. Notwithstanding the foregoing, Seller shall not commence nor consent to any condemnation action involving all or any part of the Property without Buyer's prior written consent, which consent shall be at Buyer's sole discretion.

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

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

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

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

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

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

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

23. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Agreement is not assignable by either Party without the other Party's written consent which consent shall not be unreasonably withheld. Notwithstanding the foregoing Buyer may, without Seller's consent, assign its rights in and to this Agreement and the Property to and affiliate entity controlled by or under common control with Buyer

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

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

26. **No Merger of Representations, Warranties**. Subject to the provisions of Section 12 (which Section 12 shall control over the provisions of this Section 26), all representations and warranties contained in this Agreement shall not be merged into any instruments or conveyance delivered at Closing, and the Parties shall be bound accordingly.

27. **AS IS Sale**. Buyer hereby acknowledges and agrees that the sale of the Property hereunder is and will be made on an "AS IS, WHERE IS AND WITH ALL FAULTS" basis subject, however, to the express representations of Seller contained in this Agreement, the Limited Warranty Deed or other closing documents executed by Seller (the deed and such other closing documents executed by Seller are collectively called the "Seller Documents"). Buyer acknowledges that Buyer has not relied on Seller's skill or judgment to select or furnish the Property for any particular purpose, and that Seller makes no warranty that the Property is fit for any particular purpose. Seller hereby disclaims all implied warranties. Without limiting any express representations contained in this Agreement or the Seller Documents, Buyer further

acknowledges and agrees that (1) all information provided or to be provided with respect to the Property (including, without limitation, the Seller's Information) was or will be obtained from a variety of sources and (a) such information has been and will be provided without any recourse to or liability of Seller or the preparers thereof, and (b) Seller (i) has not made any independent investigation or verification of such information and (ii) has not made any express or implied, oral or written, representations as to any such information or the accuracy, completeness, form or content of such information, (2) the Purchase Price reflects the "AS-IS" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property, (3) Buyer's decision to purchase the Property shall be based solely on Buyer's independent evaluation of the Property, and (4) any information heretofore or hereafter provided by Seller to Buyer shall be for informational purposes only, and Buyer shall not rely upon any such information. As of Agreement Date and as of the Closing, Buyer hereby releases Seller and its affiliates and their respective employees, agents and attorneys from all obligations and liabilities with respect to the Property and the information provided by Seller with respect thereto except as otherwise expressly provided in this Agreement and at Closing Buyer shall ratify and confirm such release as of the Closing Date.

28. **Authority**. Buyer represents to Seller that Buyer is a single member, member-managed limited liability company and that the sole member of the LLC has authorized the execution and performance by Buyer of this Agreement.

[Signature page follows]

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

SELLER:

City of Rogers

_____
Rick Ihli, Mayor

_____
Stacie Brown, City Clerk

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

BUYER:

Java Companies, LLC

By:_____
Its: Chief Manager

EXHIBIT A

Legal Description of the Property

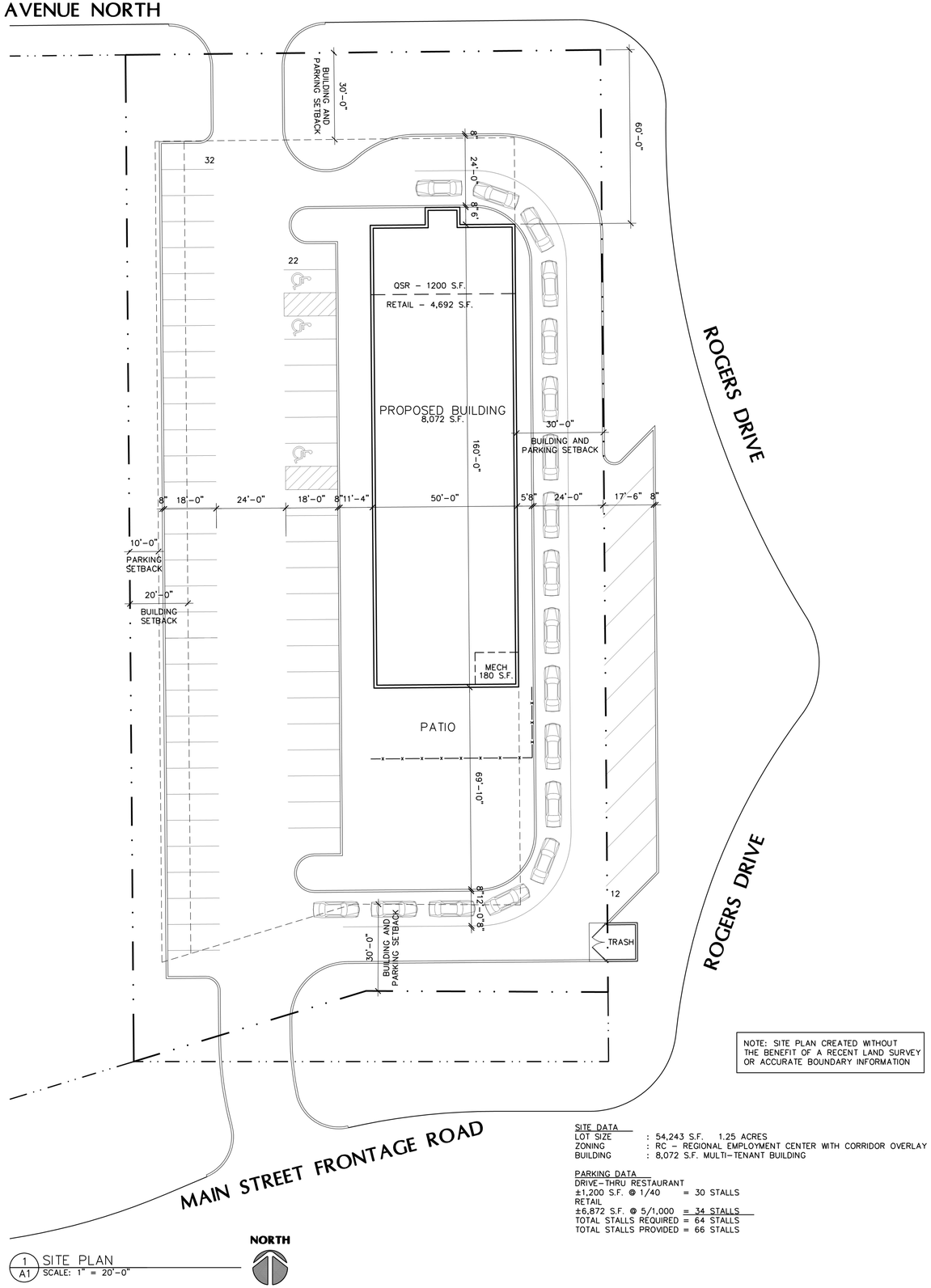
Real property in the City of Rogers, County of Hennepin, State of Minnesota, described as follows:

Parcel One:
Lot 1, Block 2, Diamond Lake Village, Hennepin County, Minnesota.

Parcel Two:
Outlot B, Walter Dehn Commerce Center 5th Addition, Hennepin County, Minnesota

Abstract Property

LOCATION MAP



NOTE: SITE PLAN CREATED WITHOUT THE BENEFIT OF A RECENT LAND SURVEY OR ACCURATE BOUNDARY INFORMATION

SITE DATA
LOT SIZE : 54,243 S.F. 1.25 ACRES
ZONING : RC - REGIONAL EMPLOYMENT CENTER WITH CORRIDOR OVERLAY
BUILDING : 8,072 S.F. MULTI-TENANT BUILDING

PARKING DATA
DRIVE-THRU RESTAURANT
±1,200 S.F. @ 1/40 = 30 STALLS
RETAIL
±6,872 S.F. @ 5/1,000 = 34 STALLS
TOTAL STALLS REQUIRED = 64 STALLS
TOTAL STALLS PROVIDED = 66 STALLS

1 / A1 SITE PLAN
SCALE: 1" = 20'-0"

Filename: 136TH AVE AND ROGERS DRIVE\136TH AVE AND ROGERS DRIVE-A1

LAMPERT ARCHITECTS
420 Summit Avenue
St. Paul, MN 55102
Phone:763.755.1211 Fax:763.757.2849
lampert@lampert-arch.com

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

PRELIMINARY
NOT FOR CONSTRUCTION

SIGNATURE
LEONARD LAMPERT
PRINTED NAME
13669
LICENSE NUMBER
DATE

JAVA PROPERTIES
879 Scheffer Avenue
St. Paul, MN 55102
Phone: 952-403-9595

136TH AVE AND ROGERS DR
Rogers, Minnesota

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Leonard Lampert Architects Inc.

Project Designer: AUSTIN E
Drawn By: ALE
Checked By: LL
Revisions

1/25/24	PRELIMINARY

SITE PLAN

Sheet Number

A1

Project No. 240109-2

Meeting Date: April 9, 2024

REQUEST FOR ACTION
ROGERS CITY COUNCIL

Agenda Item: No. 10.1

Subject: Adjourn To Closed Session to Discuss Potential Sale of Real Properties Pursuant to Minnesota Statute 13D.05, Subdivision 3(c)

Prepared By: Stacie Brown, City Clerk