AGENDA

Rogers City Council

March 25, 2025 - 7:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. OPEN FORUM

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

3. PRESENTATIONS

4. APPROVE AGENDA

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

5. CONSENT AGENDA

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

5.1 Approval of March 11, 2025 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Approval of Resolution 2025-24 Releasing the Development Agreement for Saddle Ridge

5.4 Approval of the 2nd Amendment to the Purchase Agreement with Jacob Ventures, LLC (Ray Js) to Extend Due Diligence Timing

5.5 Approve Corrected Notice of Funding Restriction (NOFR) for Steig Woods, City Project No. 2303

6. **PUBLIC HEARINGS**

7. **GENERAL BUSINESS**

   7.1 Approval To Hire Caleb Hansen as Building Official

   7.2 Approval to Hire Cole Hyde as Assistant Liquor Operations Manager

   7.3 Approve Promotion of Brian Scharber from Heavy Equipment Operator to Streets and Stormwater Crew Leader

   7.4 Consideration of a Request by the Rouillard Family to Extend the Duration of Billboards on City-Owned Property

   7.5 Approve Resolution 2025-25 Amending Property Acquisition Authorization for Fletcher Bypass, City Project No. 1409

8. **OTHER BUSINESS**

9. **CORRESPONDENCE AND REPORTS**

10. **ADJOURN**

STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: March 25, 2025

Agenda Item: 5.1

Subject: Approval of March 11, 2025 City Council Meeting Minutes
Prepared By: Stacie Brown, City Clerk

Recommended Council Action
Motion to approve the March 11, 2025 City Council meeting minutes.

Overview / Background / Analysis

Staff Recommendation
Motion to approve the March 11, 2025 City Council meeting minutes.

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation
A. 03112025min

1. Call to Order. The regular meeting of the City Council of the City of Rogers was called to order by Mayor Klick on Tuesday, March 11, 2025, at 7:00 p.m. at Rogers Community Center, 21201 Memorial Drive, Rogers, MN, 55374 and online in the Zoom application.

Council present: Shannon Klick, Kevin Jullie, Amy Enga, and Joel Brockman
Council excused: Mark Eiden

2. Open Forum
No one came forward.

3. Presentations
None

4. Approve Agenda
Councilor Brockman added discussion on recently proposed legislation.

5. Consent Agenda

- **5.1 Approval of the February 25, 2025 Work Session Minutes and the February 25, 2025 City Council Meeting Minutes**
- **5.2 Approval of Bills and Claims**
- **5.3 Approval of Application for Gambling Exempt Permit for Rogers High School Girls Swim & Dive Booster Club**
- **5.4 Approval of Temporary On-Sale Liquor License Application for the Rogers Lions Club on April 25, 2025 at Mary Queen of Peace Parish Center, 21304 Church Avenue**
- **5.5 Accept Resignation of Firefighter Luke Meier Effective March 12, 2025**
- **5.6 Approval of Updated Axon Contract**
- **5.7 Authorize Execution of the Big Woods Crossing 3rd Addition Subdivision Agreement**

Councilor Brockman moved, Councilor Enga seconded a motion approving the Consent Agenda. Motion carried 4-0.

6. Public Hearings
None.

7. General Business

- **7.1 Approve Request for Proposals (RFP) and Authorize Solicitation for Bond Counsel Services**

City Administrator Stahmer explained that the City's Bond Counsel with Kennedy and Graven has recently transitioned to a new law firm, allowing the opportunity to consider options in the market for bond services, tax increment financing matters, and economic development-related agreements. Staff have drafted a Request for Proposals (RFP), with the vision of targeted requests for a select number of firms who specialize in this area. Interviews would then be conducted, and a recommendation would be brought to Council for consideration.

Councilor Jullie asked if Ehlers does this type of work. Stahmer explained that Ehlers acts as the City's financial consultant, but the Bond Counsel is separate. Councilor Brockman asked how many potential options are on the list. Stahmer stated there are at least three known at this time, however others are still being researched. He added that the City has been with the same firm since 2009, and Assistant Administrator Scharber noted that the City has had the same attorney since prior to that. Jullie asked what services they provide beyond what Ehlers does. Stahmer stated that they draft legal documents for specific types of bonds under Statutory authority. Mayor Klick asked how long the process will take, and Stahmer estimated two to three weeks to receive proposals, followed by evaluation of the proposals, then interviews.

Councilor Brockman moved, Councilor Jullie seconded a motion approving a Request for Proposals and authorizing solicitation for Bond Counsel services. Motion carried 4-0.

7.2 Consider Fieldhouse Turf Time Allocation Policy

Parks and Recreation Director Bauer shared that in 2024, the Parks and Recreation Advisory Commission created a Task Force to determine an allocation policy for the fieldhouse which is currently under construction. A policy has since been drafted, loosely based on the Ice Allocation Policy which is in place at the Rogers Activity Center.

Bauer outlined the purpose of the policy, including equity, sustainability and efficiency, prioritizing youth sports development, with fair and transparent processes. He shared the allocation priorities in order:

1. City programming/events
2. RHS sports in-season
3. Tryouts/tournaments
4. Ongoing rentals
5. Other requests – first come, first-served.

Bauer explained the proposed weighted lottery system, with two points granted to Rogers residents and one point granted to non-Rogers residents living within the Rogers High School attendance boundary. More points increase a group's chances, but all will have an opportunity.

Residency verification will be required, and an annual review will be conducted by the Parks and Recreation Advisory Commission. Adjustments will be made as needed to ensure fairness.
Bauer reviewed the proposed application and allocation timelines for the prime season (Oct-May and non-prime season (June-September). Late applications would be processed after all on-time;/priority requests on a first come/first-served basis.

Councilor Brockman asked if the walking track will be available at the same time as other activities. Bauer replied that according to the Engineers, the netting should be sufficient to allow the walking track to be open during activities, however he would like to see how it works during practices. Brockman asked if the playground inside going to be available on rainy days. Bauer stated there will be open turf ("tot time"), with the playground open during the day. With the potential volume of people attending, this would need to be staffed. Brockman asked how the fee schedule is allotted. Bauer stated that the fee schedule for the year which will be coming forward for approval is based on a market study. Brockman asked if there will be a fee for walkers, and Bauer replied that there has been no discussion regarding fees for walkers.

Councilor Jullie expressed he would like to make sure Rogers residents have priority, as their City is paying for the facility. He would like this to be monitored, and asked how residency will be verified. Bauer explained that applicants will submit a list of users with ages and addresses, and audits will be done. Additionally, Justin Balcome in Public Works can access GIS for verifications. Jullie would like this to remain open to discussion in case there are concerns, and Bauer agreed.

Stahmer asked if any considerations have been made for community-based associations (vs. for-profit organizations). Bauer shared that several inquiries have come in from for-profit groups, but the Parks Commission did not feel strongly about including that sector in the allocation. Stahmer noted that if there are blocks of time without demand, there may be some benefit to looking at contracting with a different group to utilize the facility.

Councilor Enga moved, Councilor Brockman seconded a motion approving the Fieldhouse Turf Time Allocation policy. Motion carried 4-0.

8. Other Business

Councilor Brockman expressed the importance of focusing on legislation which could significantly impact zoning regulations in Rogers. Stahmer provided background on the proposed zoning preemption bills which were going through the Legislature last year, which were related to density in single family neighborhoods and minimum parking requirements. The League of Minnesota Cities and Metro Cities have both spoken against these bills, noting that these should be local authority decisions.

Stahmer explained that these bills have picked up steam due to support from affordable housing and builder advocates. Stahmer added that staff have discussed sending a updated version of a letter which was sent last year, expressing that the bills are problematic from an infrastructure standpoint. Staff will be staying on top of this issue. Brockman asked if a letter can be sent from the standpoint of a Council Member, and Stahmer replied that can be done, as long as it's consistent with the Council and City. Council discussed the possible changes which could result should these bills become law.

9. Correspondence and Reports

None.

10. Adjourn

Mayor Klick adjourned the meeting at 7:33 p.m.

Respectfully submitted,
Stacie Brown
City Clerk

STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: March 25, 2025

Agenda Item: 5.2

Subject: Approval of Bills and Claims
Prepared By:

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

Overview / Background / Analysis
According to the City's purchasing policy, all purchases made by City staff must be reviewed and approved by the City Council during each Council meeting via the consent agenda.

The accounts payable registers detailing the payments issued by the City since the cutoff date of the last Council meeting are attached to this item.

Staff Recommendation
Motion to approve bills and claims as presented.

Financial Impact: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation
A. AP Cover Sheet
B. 03-07-2025 Checks #94760-94802 & ACH Payments
C. 03-14-2025 Checks #94803-94852 & ACH Payments
D. 03-14-2025 Checks #94853-94876 - UB Overpayments
E. February Purchasing Cards

CITY OF ROGERS
03.11.2025 CITY COUNCIL MEETING
OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAID

City Payroll Checks, Taxes & Misc Fees Paid		
3/6/2025	ADP Child Support/Garnishment	124.62
3/6/2025	ADP Direct Deposits	240,286.27
3/14/2025	ADP Fees	2,276.69
3/14/2025	ADP Fees	714.00
3/14/2025	ADP Fees	1,032.75
3/6/2025	ADP Payroll Taxes	93,682.38
3/17/2025	ADP Payroll Taxes (Correction)	276.86
3/14/2025	Humana (Employee Paid Supplemental Plan)	410.92
3/10/2025	Health Equity FSA/DCAP	117.00
3/10/2025	ICMA Deferred Compensation	2,528.83
3/18/2025	Optum Health Plan Fund	5,912.95
3/14/2025	PERA	72,237.16
3/10/2025	State of MN HCSP	3,695.10
3/10/2025	State of MN - Deferred Comp	12,285.00
3/5/2025	The Hartford - February	2,072.93
	Payroll & Misc Fee Expenditures	437,653.46
City Checks & ACH Paid		
3/7/2025	City Checks & ACH Paid (94760-94802)	780,267.29
3/14/2025	City Checks & ACH Paid (94803-94852)	676,516.57
3/14/2025	City Checks UB Overpayments (94853-94876)	1,700.85
	City Check & ACH Expenditures	1,458,484.71
City Misc ACH/Wires Paid		
3/17/2025	Civic Pay ACH Fees Utility Billing	40.66
2/19/2025	US Bank Credit Cards - February	67,065.64
3/11/2025	Wells Fargo Client Analysis Fees	1,969.50
3/12/2025	MNDOR - City Sales Tax	3,218.00
3/13/2025	MNDOR - Water Sales Tax	2,670.00
	City ACH/Wire Expenditures	74,963.80
	City Total To Be Approved	**1,971,101.97**
Liquor Misc ACH/Wires Paid		
3/10/2025	MNDOR - Liquor Sales Tax	31,931.00
	Liquor Total to Be Approved	**31,931.00**

Accounts Payable

Computer Check Proof List by Vendor

User: mrathlisberger@rogersmn.gov
Printed: 03/06/2025 - 2:21PM
Batch: 00001.03.2025

City of ROGERS

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
Vendor:	actra	Action Radio & Communications			Check Sequence: 1	ACH Enabled: False
I20346		Uniform/Earpiece	149.00	03/07/2025	100-420-2100-42180-0000	
		Check Total:	149.00			
Vendor:	adain	Adam's Pest Control Inc			Check Sequence: 2	ACH Enabled: True
4055300		Event Center Pest Control	103.88	03/07/2025	100-410-1941-43100-0000	
		Check Total:	103.88			
Vendor:	advfi	Advanced First-Aid Inc			Check Sequence: 3	ACH Enabled: True
0325-7		Infant/Child Electrode Pads	179.00	03/07/2025	205-450-5205-42100-0000	
		Check Total:	179.00			
Vendor:	albmi	Mike Albers			Check Sequence: 4	ACH Enabled: False
25-Feb		Mileage Reimbursement - 2/25	74.90	03/07/2025	100-410-1950-44360-0000	
25-Jan		Mileage Reimbursement - 1/25	105.70	03/07/2025	100-410-1950-44360-0000	
		Check Total:	180.60			
Vendor:	ale360	Alert 360			Check Sequence: 5	ACH Enabled: False
16061592		Monitoring - FD March	19.46	03/07/2025	100-420-2210-43880-0000	
16061592		Monitoring - CR March	24.76	03/07/2025	100-410-1940-43880-0000	
		Check Total:	44.22			
Vendor:	aspmi	Aspen Mills			Check Sequence: 6	ACH Enabled: False
349479		1/4 Zip-CH1 - Farrens	70.98	03/07/2025	100-420-2210-42180-0000	
		Check Total:	70.98			
Vendor:	astin	Astleford International			Check Sequence: 7	ACH Enabled: False

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
01P127327		1824946C2 PUMP HAND PRIMER - #40-014	94.87	03/07/2025	100-430-3000-42103-0000	
		Check Total:	94.87			
Vendor:	autsys	Automatic Systems Co.			Check Sequence: 8	ACH Enabled: True
42949		Repair Lift Station	4,306.33	03/07/2025	602-495-9490-44040-0000	
		Check Total:	4,306.33			
Vendor:	bolme	Bolton & Menk Inc			Check Sequence: 9	ACH Enabled: True
356741		Topographic Survey-2025 PMP CIP 2501-Jan 25	1,227.50	03/07/2025	401-430-3121-43030-2501	
		Check Total:	1,227.50			
Vendor:	boytr	Boyer Ford Trucks, Inc.			Check Sequence: 10	ACH Enabled: True
093P29473		ABP N53 TSM2 CB ANTENNA	20.44	03/07/2025	100-430-3000-42103-0000	
		Check Total:	20.44			
Vendor:	brost	Stacie Brown			Check Sequence: 11	ACH Enabled: True
03.01.25		Office Supplies: City Hall - TP	26.91	03/07/2025	100-410-1325-42000-0000	
		Check Total:	26.91			
Vendor:	cdwgo	CDW Government			Check Sequence: 12	ACH Enabled: True
AC82S3V		ZAGG KEYBOARD PRO KEYS F/IPAD 10.8 -	33.36	03/07/2025	603-496-9495-42010-0000	
AC82S3V		ZAGG KEYBOARD PRO KEYS F/IPAD 10.8 -	33.36	03/07/2025	602-495-9490-42010-0000	
AC82S3V		ZAGG KEYBOARD PRO KEYS F/IPAD 10.8 -	33.37	03/07/2025	601-494-9440-42010-0000	
AC89L8T		7447278 HP 32GB DDR5 4800 UDIMM	692.56	03/07/2025	100-430-3000-42010-0000	
AC8ED8N		7852892 HP SB Z2 G9 I9-14900K 1/32 W11P -	2,019.06	03/07/2025	100-430-3000-42010-0000	
AC9FQ3C		Replacement Computer Monitor For K. Tomaskc	148.79	03/07/2025	100-420-2100-42010-0000	
		Check Total:	2,960.50			
Vendor:	cenen	CenterPoint Energy Resources Corp.			Check Sequence: 13	ACH Enabled: False
5542017-8		Gas - Sr. Center - February	23.91	03/07/2025	100-450-5186-43830-0000	
		Check Total:	23.91			
Vendor:	cenen	CenterPoint Energy Resources Corp.			Check Sequence: 14	ACH Enabled: False
11177201-8		Gas - Event Center - February	1,194.64	03/07/2025	100-410-1941-43830-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,194.64			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 15	ACH Enabled: False
5490566-6	Gas - CH - February	1,073.03	03/07/2025	100-410-1940-43830-0000	
5490566-6	Gas - PW - February	2,503.72	03/07/2025	100-430-3000-43830-0000	
	Check Total:	3,576.75			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 16	ACH Enabled: False
6791320-2	RAC Gas - Feb 2025	5,190.74	03/07/2025	205-450-5205-43830-0000	
	Check Total:	5,190.74			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 17	ACH Enabled: False
11626254-4	Gas - Splash Pad - February	234.55	03/07/2025	100-450-5200-43830-0000	
	Check Total:	234.55			
Vendor: embpw	Century Link			Check Sequence: 18	ACH Enabled: False
313022581	TELEPHONE SVC - HASSAN TOWN HALL -	62.35	03/07/2025	100-410-1940-43210-0000	
313975749	TELEPHONE SERVICE - WTR - Feb	61.84	03/07/2025	601-494-9440-43210-0000	
313975749	TELEPHONE SERVICE - SWR - Feb	55.49	03/07/2025	602-495-9490-43210-0000	
313975749	TELEPHONE SERVICE - RAC - Feb	193.46	03/07/2025	205-450-5205-43210-0000	
313975749	TELEPHONE SERVICE - PW - Feb	239.39	03/07/2025	100-430-3000-43210-0000	
	Check Total:	612.53			
Vendor: cinco	Cintas Corporation			Check Sequence: 19	ACH Enabled: True
4222404305	Uniform - SWR	6.02	03/07/2025	602-495-9490-42180-0000	
4222404305	Uniform - PW	25.03	03/07/2025	100-430-3000-42180-0000	
4222404305	Mats & Towels	63.24	03/07/2025	100-430-3000-44060-0000	
4222404305	Uniform - Gen'l. Gov't. Bldgs.	2.95	03/07/2025	100-410-1940-42180-0000	
4222404305	Uniform - WTR	6.02	03/07/2025	601-494-9440-42180-0000	
4222404305	Uniform - PK	14.74	03/07/2025	100-450-5200-42180-0000	
4222404305	Uniform - Janitorial	2.24	03/07/2025	100-410-1940-44060-0000	
4222410636	CR Floor Mats 2/26/25	8.86	03/07/2025	100-410-1940-43100-0000	
	Check Total:	129.10			

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
Vendor:	citdi	Cities Digital Inc			Check Sequence: 20	ACH Enabled: False
62760		Laserfiche - BO	664.52	03/07/2025	100-420-2400-43190-0000	
62760		Laserfiche - FD	1,329.04	03/07/2025	100-420-2210-43190-0000	
		Check Total:	1,993.56			
Vendor:	citmo	City of Monticello			Check Sequence: 21	ACH Enabled: True
34972		Animal Control Boarding - December 2024	430.00	12/31/2024	100-420-2100-43100-0000	
34973		Animal Control Boarding January 2025	416.00	03/07/2025	100-420-2100-43100-0000	
		Check Total:	846.00			
Vendor:	cit	Computer Integration Technologies Inc			Check Sequence: 22	ACH Enabled: True
397196		Network Cabling At CH	2,154.00	03/07/2025	400-000-0000-10100-0000	
397196		Network Cabling At CH	-2,154.00	03/07/2025	400-000-0000-10100-4012	
397196		Network Cabling At CH	2,154.00	03/07/2025	400-410-1325-43190-0000	
		Check Total:	2,154.00			
Vendor:	dogde	Dog Waste Depot			Check Sequence: 23	ACH Enabled: True
751467		Dog Waste Bags	731.82	03/07/2025	100-450-5200-42100-0000	
		Check Total:	731.82			
Vendor:	facmo	Elliot Auto Supply Co, Inc.			Check Sequence: 24	ACH Enabled: False
1-10502872		DEL 15-34828 84401906 HOSE ASM-A/C CN	92.23	03/07/2025	100-420-2100-42103-0000	
1-10516536		Replace All Filters In #20-004	84.40	03/07/2025	100-430-3120-42103-0000	
		Check Total:	176.63			
Vendor:	feren	Ferguson Enterprises #1657			Check Sequence: 25	ACH Enabled: False
1408598		PFTSCOF2000WH EB CLST SEAT COMM OF	230.08	03/07/2025	100-410-1940-42102-0000	
		Check Total:	230.08			
Vendor:	genme	Melody Genchi			Check Sequence: 26	ACH Enabled: False
1091704		Damage Deposit Refund - Wedding 2/8/25 - M. (	300.00	03/07/2025	100-000-0000-22000-0000	
		Check Total:	300.00			
Vendor:	tacmed	GTM Intermediate Holdings			Check Sequence: 27	ACH Enabled: False

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
S0172520		Active Shooter Medical Equipment	851.76	03/07/2025	207-420-2100-42105-0000	
		Check Total:	851.76			
Vendor:	guape	Guardian Pest Solutions, Inc.			Check Sequence: 28	ACH Enabled: False
2639421		CR Pest Control: 2/19/25	20.95	03/07/2025	100-410-1940-43100-0000	
2639421		FD Pest Control: 2/19/25	16.45	03/07/2025	100-420-2210-43100-0000	
2641476		Commercial Pest Control - PD February	54.00	03/07/2025	100-420-2100-43140-0000	
		Check Total:	91.40			
Vendor:	hlmes	H & L Mesabi Company			Check Sequence: 29	ACH Enabled: True
14515		"3/4x6 SEF X 59-7/8"" Carbide Inserted BUC Cl	1,336.00	03/07/2025	100-430-3120-42103-0000	
14515		"5/8"" X 2-1/4"" Plow Bolt W/HH Nut FT10010	32.00	03/07/2025	100-430-3120-42103-0000	
		Check Total:	1,368.00			
Vendor:	hench	Henn County Chiefs of Police Association			Check Sequence: 30	ACH Enabled: False
022125-RPD		HC COP Annual Membership	1,220.00	03/07/2025	100-420-2100-44330-0000	
		Check Total:	1,220.00			
Vendor:	hecoas	Hennepin County			Check Sequence: 31	ACH Enabled: False
116032		2025 Hazardous Waste License	287.00	03/07/2025	100-430-3000-44380-0000	
		Check Total:	287.00			
Vendor:	henpu	Hennepin County Recorder			Check Sequence: 32	ACH Enabled: False
1000238417		RecordEASE Web Transactions February	110.00	03/07/2025	100-410-1325-44300-0000	
1000238417		RecordEASE Web Transactions February	110.00	03/07/2025	100-430-3000-44300-0000	
		Check Total:	220.00			
Vendor:	hente	Hennepin Technical College			Check Sequence: 33	ACH Enabled: False
2272025		Fire Academy-Carlson	2,220.00	03/07/2025	100-420-2210-44360-0000	
2272025		Fire Academy-Skomra	2,220.00	03/07/2025	100-420-2210-44360-0000	
2272025		Fire Academy-Beach	2,220.00	03/07/2025	100-420-2210-44360-0000	
		Check Total:	6,660.00			
Vendor:	innof	Innovative Office Solutions LLC			Check Sequence: 34	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
IN4778257	Sharpies And Push Pins	7.19	03/07/2025	100-450-5200-42000-0000	
IN4778257	Sharpies And Push Pins	7.19	03/07/2025	601-494-9440-42000-0000	
IN4778257	Sharpies And Push Pins	7.19	03/07/2025	100-430-3000-42000-0000	
IN4778257	Sharpies And Push Pins	7.18	03/07/2025	603-496-9495-42000-0000	
IN4778257	Sharpies And Push Pins	7.19	03/07/2025	602-495-9490-42000-0000	
IN4778257	Sharpies And Push Pins	7.19	03/07/2025	100-410-1950-42000-0000	
	Check Total:	43.13			
Vendor: isd72	ISD 728 Community Education			Check Sequence: 35	ACH Enabled: False
Recreation 2024	Sr. Newsletter Expenses - Supplies And Mailings	2,290.90	12/31/2024	100-450-5186-43500-0000	
Recreation 2024	LTS Marketing And Rogers Delivered Programs	4,845.50	12/31/2024	100-450-5120-43445-0000	
Recreation 2024	CE Coordinated Programs	13,627.00	12/31/2024	100-450-5120-43442-0000	
	Check Total:	20,763.40			
Vendor: frobu	iSport Networks LLC			Check Sequence: 36	ACH Enabled: False
RAC250301	RAC Expansion-Naming Rights Consult-Phase 2	2,000.00	03/07/2025	410-450-5200-43100-0000	
	Check Total:	2,000.00			
Vendor: jeffi	Jefferson Fire & Safety, Inc.			Check Sequence: 37	ACH Enabled: False
IN323764	Wildland Jackets X2	666.59	03/07/2025	100-420-2210-42106-0000	
	Check Total:	666.59			
Vendor: kueco	KUE Contractors Inc			Check Sequence: 38	ACH Enabled: False
Pay App #16	Pay App #16 - Fire Station 2	20,861.10	03/07/2025	449-420-2210-45200-2209	
	Check Total:	20,861.10			
Vendor: lels	Law Enforcement Labor Services, Inc.			Check Sequence: 39	ACH Enabled: True
25-Mar	March 2025 Union Dues	292.00	03/07/2025	100-000-0000-21709-0000	
25-Mar	March 2025 Union Dues	1,168.00	03/07/2025	100-000-0000-21709-0000	
	Check Total:	1,460.00			
Vendor: leamin	League of MN Cities			Check Sequence: 40	ACH Enabled: False
424601	MN Cities Stormwater Coalition Contributions	1,125.00	03/07/2025	603-496-9495-44330-0000	

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
		Check Total:	1,125.00			
Vendor:	maceq	MacQueen Equipment, Inc.			Check Sequence: 41	ACH Enabled: True
P63035		1025992 FILTER CART WTR	106.55	03/07/2025	100-430-3120-42103-0000	
		Check Total:	106.55			
Vendor:	meahig	Meadows Highlands River Pointe HOA			Check Sequence: 42	ACH Enabled: False
1131622		Refund-RAC Rental Overpmt-Meadows-River P	40.00	03/07/2025	205-450-5205-36222-0000	
		Check Total:	40.00			
Vendor:	menar	Menards, Inc.			Check Sequence: 43	ACH Enabled: True
45308		"1/2"" PVC CORD GRIP CNNCTR"	20.86	03/07/2025	100-430-3000-42102-0000	
45308		25' 14/3 ALL -RUBBER CORD	29.99	03/07/2025	100-430-3000-42102-0000	
45448		Return: Of Several Connectors	-72.64	03/07/2025	100-430-3000-42102-0000	
45450		DRILLERTOGGLE1/4X3 W/BOLT	9.97	03/07/2025	100-430-3000-42102-0000	
45450		"SDS+DRILL BIT 3/16"" X 7"""	11.97	03/07/2025	100-430-3000-42102-0000	
45450		TAPCON HEX 1/4X1-1/4	23.27	03/07/2025	100-430-3000-42102-0000	
45450		EZ TOGGLE 10 PCS	14.47	03/07/2025	100-430-3000-42102-0000	
45450		1 GANG WP BLANK COVER	2.86	03/07/2025	100-430-3000-42102-0000	
45450		"1/2"" PVC CORD GRIP CNNCTR"	5.96	03/07/2025	100-430-3000-42102-0000	
		Check Total:	46.71			
Vendor:	metwe	Metro West Inspection Services			Check Sequence: 44	ACH Enabled: True
4469		January 2025 Building Inspections	53,256.37	03/07/2025	100-420-2400-43110-0000	
		Check Total:	53,256.37			
Vendor:	metcou	Metropolitan Council Environmental Services			Check Sequence: 45	ACH Enabled: True
25-Feb		SAC Report 2/25	54,123.30	03/07/2025	408-430-3330-43851-0000	
		Check Total:	54,123.30			
Vendor:	midam	Mid America Meter LLC			Check Sequence: 46	ACH Enabled: True
024-6324-AA		Meter Repair	427.00	03/07/2025	601-494-9440-44010-0000	
024-6340-AA		Repair Of Meters	766.50	03/07/2025	601-494-9440-44010-0000	

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
		Check Total:	1,193.50			
Vendor:	mindehe	Minn. Dept. of Health			Check Sequence: 47	ACH Enabled: False
1/1/25-3/31/25		Comm Water Service Connection Fee	8,505.00	03/07/2025	601-494-9440-44080-0000	
		Check Total:	8,505.00			
Vendor:	towma	Monroe Towmaster LLC			Check Sequence: 48	ACH Enabled: True
475362		Hook Truck Chassis SN: 5KKABPFE5SPWB31	212,211.00	03/07/2025	400-430-3000-45500-0000	
		Check Total:	212,211.00			
Vendor:	mrsig	M-R Sign Co., Inc.			Check Sequence: 49	ACH Enabled: True
227073		"BRACKET G149RGD9-GRN 4 WAY FOR 9""	1,230.05	03/07/2025	100-430-3120-42260-0000	
		Check Total:	1,230.05			
Vendor:	napa	NAPA Auto Parts			Check Sequence: 50	ACH Enabled: False
381077		Unit #40-017 -:1 -A10-B C 2.5	50.34	03/07/2025	400-430-3000-45500-0000	
381290		#35-011 GLOW PLUG	30.60	03/07/2025	100-430-3120-42103-0000	
381387		#35-011 ATP FILTER	13.36	03/07/2025	100-430-3120-42103-0000	
		Check Total:	94.30			
Vendor:	norto	Northern Tool & Equipment			Check Sequence: 51	ACH Enabled: False
5.41E+14		"42945-3/8"" X 50' 4000PSI PW HO"	79.99	03/07/2025	100-430-3000-42100-0000	
		Check Total:	79.99			
Vendor:	omabr	Omann Brothers Inc.			Check Sequence: 52	ACH Enabled: False
Pay App 3 FINAL		Pay App #3 Final - 2022 Pavement Rehabilitatio	77,880.02	12/31/2024	401-430-3121-45300-2200	
		Check Total:	77,880.02			
Vendor:	repse	Republic Services #899			Check Sequence: 53	ACH Enabled: False
0899-004685245		Refuse-FD St 2 Jan '25	282.99	03/07/2025	100-420-2210-43840-0000	
0899-004685245		Refuse-FD ST 1 Jan '25	28.30	03/07/2025	100-420-2210-43840-0000	
0899-004685245		Refuse-CR Jan '25	254.69	03/07/2025	100-410-1940-43840-0000	
		Check Total:	565.98			

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
Vendor:	tragr	RFS Enterprises Inc			Check Sequence: 54	ACH Enabled: True
303871		R11-Silverado Truck-Chevrons Removal	1,112.15	03/07/2025	400-420-2210-45500-0000	
		Check Total:	1,112.15			
Vendor:	freeeasy	James Rodriguez			Check Sequence: 55	ACH Enabled: False
2/13/2025		Down Payment For Performance 06.25.2025	500.00	03/07/2025	100-450-5120-43100-0000	
		Check Total:	500.00			
Vendor:	rogtr	Rogers True Value Hardware Inc			Check Sequence: 56	ACH Enabled: False
29156		Plumbing Connectors	64.08	03/07/2025	205-450-5205-42102-0000	
29159		Credit Return - Connectors On Inv# 29156	-31.47	03/07/2025	205-450-5205-42102-0000	
29173		St 2-Brush Pail & Screwdriver	21.97	03/07/2025	100-420-2210-42105-0000	
29175		Saw Blades, Screwdriver, FH Phillips SMS Z	21.26	03/07/2025	205-450-5205-42105-0000	
29182		"583565 GT 3/4"" Fem Hose Mender(c72702)"	8.99	03/07/2025	100-430-3000-42100-0000	
29182		581635 GT3/4x3/4Male Connector(c71934)	6.99	03/07/2025	100-430-3000-42100-0000	
		Check Total:	91.82			
Vendor:	schst	Stacy A. Scharber			Check Sequence: 57	ACH Enabled: True
7/27/2022		Mileage Reimbursement - 1/25	63.00	03/07/2025	100-410-1325-44360-0000	
		Check Total:	63.00			
Vendor:	simpli	Simplifile LC			Check Sequence: 58	ACH Enabled: False
930985401240SFL		Recording Fees- CD/Planning	138.75	03/07/2025	100-410-1910-43520-0000	
		Check Total:	138.75			
Vendor:	accbe	TASC			Check Sequence: 59	ACH Enabled: False
IN3389086		Cobra Continuant Fees	5.15	03/07/2025	100-410-1325-44300-0000	
		Check Total:	5.15			
Vendor:	terge	Terra General Contractors, LLC			Check Sequence: 60	ACH Enabled: True
Pay App #3		Pay App #3-SCP Warming House	259,895.41	03/07/2025	410-450-5200-45200-2104	
		Check Total:	259,895.41			
Vendor:	timcl	TimeClock Plus			Check Sequence: 61	ACH Enabled: True

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
INV00403389		2025 Schedule Anywhere License	1,524.60	03/07/2025	100-420-2100-43100-0000	
		Check Total:	1,524.60			
Vendor:	vayda	Vayda Mental Health Collaborative			Check Sequence: 62	ACH Enabled: False
2/7/2025		Wellness Visit #1 2/7/2025	150.00	03/07/2025	100-420-2100-43140-0000	
		Check Total:	150.00			
Vendor:	verwi	Verizon Wireless Services, LLC			Check Sequence: 63	ACH Enabled: True
6105184647		Mobile Broadband Janurary	116.50	03/07/2025	100-430-3000-43250-0000	
6105184647		Mobile Broadband Janurary	46.54	03/07/2025	100-420-2100-43250-0000	
6105184647		Mobile Broadband Janurary	20.01	03/07/2025	601-494-9440-43250-0000	
6105184647		Mobile Broadband Janurary	11.66	03/07/2025	601-494-9440-43250-0000	
6105184647		Mobile Broadband Janurary	10.01	03/07/2025	601-494-9440-43250-0000	
6105184647		Mobile Broadband Janurary	20.00	03/07/2025	602-495-9490-43250-0000	
6105184647		Mobile Broadband Janurary	10.01	03/07/2025	602-495-9490-43250-0000	
6105184647		Mobile Broadband Janurary	11.65	03/07/2025	602-495-9490-43250-0000	
		Check Total:	246.38			
Vendor:	rosmu	Vincent Rose			Check Sequence: 64	ACH Enabled: False
#COR2001		Live Entertainment For Sr. Event	200.00	03/07/2025	100-450-5186-43443-0000	
		Check Total:	200.00			
Vendor:	grain	W.W. Grainger, Inc.			Check Sequence: 65	ACH Enabled: True
9418952447		19C694 INLET WATER FILTER3/4 INGHT100	28.57	03/07/2025	100-430-3000-42103-0000	
9418952454		6GD37 MANUAL 2-WAY BALL VALVENPTC	24.26	03/07/2025	100-430-3000-42103-0000	
9419424610		6VDT3 SWING CHECK VALVE1.96875 IN O\	8.42	03/07/2025	100-430-3000-42103-0000	
9423992651		3VK11 FLUORESCENT32 WT8MEDIUM BI-I	92.16	03/07/2025	100-430-3000-42102-0000	
		Check Total:	153.41			
Vendor:	watcon	Water Conservation Services Inc			Check Sequence: 66	ACH Enabled: False
14772		Water Leak Locate	406.40	03/07/2025	601-494-9440-44040-0000	
		Check Total:	406.40			
Vendor:	watco	Watson Company			Check Sequence: 67	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
148194	RAC Concessions	677.20	03/07/2025	205-450-5205-42550-0000	
	Check Total:	677.20			
Vendor: thore	West Publishing Corporation			Check Sequence: 68	ACH Enabled: False
851596694	February Online Investigation Services	361.76	03/07/2025	100-420-2100-43100-0000	
	Check Total:	361.76			
Vendor: wrihe	Wright-Hennepin Coop Electric Assn			Check Sequence: 69	ACH Enabled: True
35031953605	Street Lights - Unmetered	470.43	03/07/2025	100-430-3120-43160-0000	
	Check Total:	470.43			
Vendor: wsbas	WSB & Associates, Inc.			Check Sequence: 70	ACH Enabled: True
R-017511-000-49	Skye Meadows 2nd Addition January 2025	740.75	03/07/2025	100-410-1950-43030-8150	
R-019314-000-33	Towns At Fox Creek (Busch) January 2025	920.75	03/07/2025	100-410-1950-43030-8150	
R-019437-000-37	Skye Meadows 3rd Addition January 2025	740.75	03/07/2025	100-410-1950-43030-8150	
R-019805-000-32	Aster Mills (Pulte) January 2025	1,047.25	03/07/2025	100-410-1950-43030-8150	
R-019812-000-30	Big Woods (Forestar) January 2025	764.50	03/07/2025	100-410-1950-43030-8150	
R-020120-000-32	Harvest View (Tamarack) January 2025	743.00	03/07/2025	100-410-1950-43030-8150	
R-020241-000-31	Grass Lake Preserve Development - January 202	854.50	03/07/2025	100-410-1950-43030-8150	
R-022690-000-22	Skye Meadows 4th Addition January 2025	801.25	03/07/2025	100-410-1950-43030-8150	
R-022691-000-19	Skye Meadows 5th Addition January 2025	775.00	03/07/2025	100-410-1950-43030-8150	
R-023609-000-18	Aster Mills 2nd Addition January 2025	1,015.50	03/07/2025	100-410-1950-43030-8150	
R-025295-000-9	Harvest View 2nd Addition January 2025	117.75	03/07/2025	100-410-1950-43030-8150	
	Check Total:	8,521.00			
Vendor: xcele	Xcel Energy			Check Sequence: 71	ACH Enabled: False
51-0014705272-9	Electric-St 2 January	1,232.38	03/07/2025	100-420-2210-43810-0000	
	Check Total:	1,232.38			
Vendor: xcele	Xcel Energy			Check Sequence: 72	ACH Enabled: False
51-9712220-4	STREET LIGHTS-UNMETERED- Jan	8,634.91	03/07/2025	100-430-3120-43160-0000	
51-9712220-4	STREET LIGHTS-METERED - Jan	1,099.08	03/07/2025	100-430-3120-43160-0000	
	Check Total:	9,733.99			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: xcele	Xcel Energy			Check Sequence: 73	ACH Enabled: False
51-0015186280-8	Temp Service @ Turf Facility January	1,074.77	03/07/2025	410-450-5200-44310-2201	
	Check Total:	1,074.77			
	Total for Check Run:	780,267.29			
	Total of Number of Checks:	73			

Accounts Payable

Computer Check Proof List by Vendor

User: mrathlisberger@rogersmn.gov
Printed: 03/14/2025 - 8:22AM
Batch: 00002.03.2025

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: actfl	Action Fleet Inc			Check Sequence: 1	ACH Enabled: False
I7647	New Squad Build - 6843	26,780.42	03/14/2025	400-420-2100-45500-0000	
	Check Total:	26,780.42			
Vendor: AFLAC	AFLAC			Check Sequence: 2	ACH Enabled: False
356993	EE Paid Insurance Premiums March 2025	970.14	03/14/2025	100-000-0000-21751-0000	
	Check Total:	970.14			
Vendor: ale360	Alert 360			Check Sequence: 3	ACH Enabled: False
16061594	RWAS Alarm March	47.94	03/14/2025	609-497-9760-43100-0000	
	Check Total:	47.94			
Vendor: ancom	Ancom Communications Inc			Check Sequence: 4	ACH Enabled: True
126667	(6) Universal Holster W/Clip	210.40	03/14/2025	100-430-3000-42100-0000	
	Check Total:	210.40			
Vendor: astin	Astleford International			Check Sequence: 5	ACH Enabled: False
01P127336	#40-014 1836287C92 HEADER ASSY FUEL FI	345.56	03/14/2025	100-430-3000-42103-0000	
	Check Total:	345.56			
Vendor: belco	Bellboy Corporation			Check Sequence: 6	ACH Enabled: True
0206843100	Wine	143.50	03/14/2025	609-497-9760-42530-0000	
0206917800	Liquor	700.60	03/14/2025	609-497-9760-42510-0000	
0206917800	THC	587.55	03/14/2025	609-497-9760-42535-0000	
	Check Total:	1,431.65			
Vendor: boytr	Boyer Ford Trucks, Inc.			Check Sequence: 7	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
093P29913	#40-006 AIR DRYER SS1200 12 VOLT REPAI	418.50	03/14/2025	100-430-3120-42103-0000	
	Check Total:	418.50			
Vendor: Wirbe	BreakThru Beverage Minnesota Wine & Sprirts			Check Sequence: 8	ACH Enabled: True
120245651	Mix	20.30	03/14/2025	609-497-9760-42540-0000	
120245651	Wine	397.80	03/14/2025	609-497-9760-42530-0000	
120245651	Liquor	14,396.10	03/14/2025	609-497-9760-42510-0000	
120353634	Mix	100.53	03/14/2025	609-497-9760-42540-0000	
120359163	Liquor	2,947.33	03/14/2025	609-497-9760-42510-0000	
120359164	Wine	105.45	03/14/2025	609-497-9760-42530-0000	
365379079	Mix Credit	-9.17	03/14/2025	609-497-9760-42540-0000	
413292465	Mix	-9.17	03/14/2025	609-497-9760-42540-0000	
	Check Total:	17,949.17			
Vendor: terpo	Brookfield Renewable			Check Sequence: 9	ACH Enabled: True
200100245467	RAC Solar - Feb 2025	92.85	03/14/2025	205-450-5205-43810-0000	
	Check Total:	92.85			
Vendor: minnc	Business Planning Concepts Inc			Check Sequence: 10	ACH Enabled: False
720603042025	April Life Insurance EE Reimbursed	288.00	03/14/2025	100-000-0000-21704-0000	
	Check Total:	288.00			
Vendor: capbe	Capitol Beverage			Check Sequence: 11	ACH Enabled: True
3087330	BEER	-31.78	03/14/2025	609-497-9760-42520-0000	
3101906	THC Credit	-11.67	03/14/2025	609-497-9760-42535-0000	
3101907	Wine	411.00	03/14/2025	609-497-9760-42530-0000	
3101907	Beer	5,289.60	03/14/2025	609-497-9760-42520-0000	
3104438	BEER	1,977.30	03/14/2025	609-497-9760-42520-0000	
	Check Total:	7,634.45			
Vendor: miste	Car Wash Partners Inc			Check Sequence: 12	ACH Enabled: True
231216	February PD Car Washes	240.00	03/14/2025	100-420-2100-44040-0000	
	Check Total:	240.00			

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
Vendor:	carcl	Carson, Clelland & Schreder			Check Sequence: 13	ACH Enabled: True
7228		February Attorney Fees	5,919.05	03/14/2025	100-420-2100-43040-0000	
		Check Total:	5,919.05			
Vendor:	cdwgo	CDW Government			Check Sequence: 14	ACH Enabled: True
AC99Q6G		VEEAM Server And Office Backup 1Yr License	4,288.96	03/14/2025	100-410-1330-43190-0000	
AD1AG6C		Admin/FF-Dock Replacement	408.47	03/14/2025	100-420-2210-42010-0000	
AD1DN8J		Computer Purchase - Payroll Clerk	3,543.00	03/14/2025	100-410-1520-42010-0000	
		Check Total:	8,240.43			
Vendor:	cenen	CenterPoint Energy Resources Corp.			Check Sequence: 15	ACH Enabled: False
6403368750-6		Gas - 21701 Industrial Blvd (Boyer) February	26.01	03/14/2025	100-410-1940-43830-0000	
		Check Total:	26.01			
Vendor:	cenen	CenterPoint Energy Resources Corp.			Check Sequence: 16	ACH Enabled: False
13775555-9		Gas - SCP February	13.07	03/14/2025	100-450-5200-43830-0000	
		Check Total:	13.07			
Vendor:	cenen	CenterPoint Energy Resources Corp.			Check Sequence: 17	ACH Enabled: False
10203497-2		Gas - PD February	2,459.92	03/14/2025	100-420-2100-43830-0000	
		Check Total:	2,459.92			
Vendor:	cenen	CenterPoint Energy Resources Corp.			Check Sequence: 18	ACH Enabled: False
5478083-8		RWAS Gas February	1,066.35	03/14/2025	609-497-9760-43830-0000	
		Check Total:	1,066.35			
Vendor:	embpw	Century Link			Check Sequence: 19	ACH Enabled: False
313942943		RWAS Phone March	191.34	03/14/2025	609-497-9760-43210-0000	
		Check Total:	191.34			
Vendor:	berbe	Chas. A. Bernick, Inc.			Check Sequence: 20	ACH Enabled: False
10324300		THC	534.00	03/14/2025	609-497-9760-42535-0000	
10324301		Beer	2,557.20	03/14/2025	609-497-9760-42520-0000	
10324302		Beer Credit	-27.51	03/14/2025	609-497-9760-42520-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
10327022	THC	288.00	03/14/2025	609-497-9760-42535-0000	
10327023	NA	58.00	03/14/2025	609-497-9760-42540-0000	
10327023	Beer	2,871.30	03/14/2025	609-497-9760-42520-0000	
	Check Total:	6,280.99			
Vendor: cinco	Cintas Corporation			Check Sequence: 21	ACH Enabled: True
4223223238	Uniform - SWR 3/6/25	6.02	03/14/2025	602-495-9490-42180-0000	
4223223238	Uniform - Gen'l. Gov't. Bldgs 3/6/25	2.95	03/14/2025	100-410-1940-42180-0000	
4223223238	Uniform - PW 3/6/25	25.03	03/14/2025	100-430-3000-42180-0000	
4223223238	Uniform - WTR 3/6/25	6.02	03/14/2025	601-494-9440-42180-0000	
4223223238	Mats & Towels 3/6/25	22.00	03/14/2025	100-430-3000-44060-0000	
4223223238	Uniform - PK 3/6/25	14.74	03/14/2025	100-450-5200-42180-0000	
4223223238	Uniform - Janitorial 3/6/25	2.24	03/14/2025	100-410-1940-44060-0000	
	Check Total:	79.00			
Vendor: citro	City of Rogers			Check Sequence: 22	ACH Enabled: False
003412-000	RWAS Water February	46.92	03/14/2025	609-497-9760-43820-0000	
004728-000	Utility Service-12909 Main St February	27.71	03/14/2025	100-410-1940-43820-0000	
004730-000	Sewer/Water-FD Feb '25	7.91	03/14/2025	100-420-2210-43820-0000	
004730-000	Sewer/Water-CR Feb '25	71.20	03/14/2025	100-410-1940-43820-0000	
004732-000	Utility Service-PW February	301.35	03/14/2025	100-430-3000-43820-0000	
004732-000	Utility Service-CH February	129.16	03/14/2025	100-410-1940-43820-0000	
004734-000	NCP Utility Service - Feb 2025	17.11	03/14/2025	100-450-5200-43820-0000	
008783-000	Utility Service-NCP Pk. Bldg February	15.70	03/14/2025	100-450-5200-43820-0000	
010149-000	Event Center Utility Service - Feb 2025	107.11	03/14/2025	100-410-1941-43820-0000	
011577-000	Utility Service-Splash Pad February	48.41	03/14/2025	100-450-5200-43820-0000	
012576-000	21701 Industrial Blvd. - Boyer Bldg. February	120.41	03/14/2025	100-410-1940-43820-0000	
	Check Total:	892.99			
Vendor: comca	Comcast Cable Communications Inc.			Check Sequence: 23	ACH Enabled: False
8772 10 560 000	8772 10 560 000887 Mar '25	2.27	03/14/2025	100-420-2210-43210-0000	
	Check Total:	2.27			
Vendor: cusel	Custom Electrical Concepts, LLC			Check Sequence: 24	ACH Enabled: True

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
1990		Street Light Repairs Rogers Dr/135th Ave N/HS	1,907.69	03/14/2025	100-430-3120-43160-0000	
		Check Total:	1,907.69			
Vendor:	cusco	Customer Contact Services			Check Sequence: 25	ACH Enabled: True
4388-030425		Answering Service March	72.80	03/14/2025	602-495-9490-43100-0000	
4388-030425		Answering Service March	72.80	03/14/2025	601-494-9440-43100-0000	
		Check Total:	145.60			
Vendor:	ddser	D&D Service			Check Sequence: 26	ACH Enabled: False
RWP24-000209		RWP24-000209 Ref'd Pmt Fee - 23444-23418 12	150.00	03/14/2025	100-430-3000-32101-0000	
RWP24-000212		RWP24-000212 Ref'd Pmt Fee - 24335 Edgewat	150.00	03/14/2025	100-430-3000-32101-0000	
RWP24-000214		RWP24-000214 Ref'd Pmt Fee - 22831-22859 H	150.00	03/14/2025	100-430-3000-32101-0000	
RWP24-000216		RWP24-000216 Ref'd Permit Fee - 19279 136th	150.00	03/14/2025	100-430-3000-32101-0000	
RWP24-000217		RWP24-000217 Ref'd Permit Fee - 12796 Farnha	150.00	03/14/2025	100-430-3000-32101-0000	
RWP25-000021		RWP25-000021 Ref'd Pmt Fee - 13616-13622 B	150.00	03/14/2025	100-430-3000-32101-0000	
RWP25-000022		RWP25-000022 Ref'd Pmt Fee-21972-20010 Ha	150.00	03/14/2025	100-430-3000-32101-0000	
RWP25-000023		RWP25-000023 Ref'd Permit Fee - 12285 Hazel	150.00	03/14/2025	100-430-3000-32101-0000	
RWP25-000024		RWP25-000024 Ref'd Pmt Fee-21955-21977 Ha	150.00	03/14/2025	100-430-3000-32101-0000	
		Check Total:	1,350.00			
Vendor:	dahdi	Dahlheimer Distributing Co.			Check Sequence: 27	ACH Enabled: True
2408456		Beer	1,250.20	03/14/2025	609-497-9760-42520-0000	
2408456		THC	1,075.50	03/14/2025	609-497-9760-42535-0000	
2408456		NA	144.45	03/14/2025	609-497-9760-42540-0000	
2410585		Beer	23,372.43	03/14/2025	609-497-9760-42520-0000	
2410842		Beer Buy Down Credit	-259.05	03/14/2025	609-497-9760-42520-0000	
2414118		Beer	2,107.50	03/14/2025	609-497-9760-42520-0000	
2414118		Liquor	1,974.60	03/14/2025	609-497-9760-42510-0000	
2414118		NA	109.60	03/14/2025	609-497-9760-42540-0000	
		Check Total:	29,775.23			
Vendor:	cldis	Dick Family Inc.			Check Sequence: 28	ACH Enabled: True
2064707		THC	900.00	03/14/2025	609-497-9760-42535-0000	
2064707		Beer	1,806.85	03/14/2025	609-497-9760-42520-0000	

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
3300000060		Beer Credit	-48.66	03/14/2025	609-497-9760-42520-0000	
		Check Total:	2,658.19			
Vendor:	dmxmu	DMX Music - Minneapolis			Check Sequence: 29	ACH Enabled: False
5784066		RWAS-Music Service Call	330.00	03/14/2025	609-497-9760-42100-0000	
58746272		RWAS Music March	51.17	03/14/2025	609-497-9760-42100-0000	
		Check Total:	381.17			
Vendor:	earan	Earl F. Andersen, Inc.			Check Sequence: 30	ACH Enabled: False
0138826-IN		FLAGWS 18" X 18" ORANGE FLAGS WITH !	95.95	03/14/2025	100-430-3120-42260-0000	
		Check Total:	95.95			
Vendor:	ecsi	ECSI System Integrators			Check Sequence: 31	ACH Enabled: True
25020449		RAC Bldg Camera Replacement	486.00	03/14/2025	205-450-5205-44010-0000	
		Check Total:	486.00			
Vendor:	facmo	Elliot Auto Supply Co, Inc.			Check Sequence: 32	ACH Enabled: False
128-212372		#10-046 TAE MXL4B46 La Compact Auto Scru	4,899.00	03/14/2025	100-430-3000-42105-0000	
128-212373		#10-045 TAE MXL4B46 18 Compact Auto Scru	4,899.00	03/14/2025	100-420-2100-42105-0000	
		Check Total:	9,798.00			
Vendor:	emeap	Emergency Apparatus Main. Inc.			Check Sequence: 33	ACH Enabled: False
135159		TW21-Generator Replacement	10,874.70	03/14/2025	100-420-2210-44040-0000	
135316		R12-Diagnostic Scan Trans Fault	96.31	03/14/2025	100-420-2210-44040-0000	
135317		E12-Diagnostic Scan-Check Engine Light	198.28	03/14/2025	100-420-2210-44040-0000	
135342		TW21-Compressor Test and Dryer Replacement	946.53	03/14/2025	100-420-2210-44040-0000	
		Check Total:	12,115.82			
Vendor:	esker	Esker Inc			Check Sequence: 34	ACH Enabled: True
460297729		Esker - February 2025	703.83	03/14/2025	100-410-1520-43190-0000	
		Check Total:	703.83			
Vendor:	finwa	Finken Water Centers			Check Sequence: 35	ACH Enabled: True
1475647		Hassan Hall Water Softener Rental March	18.00	03/14/2025	100-410-1940-42100-0000	

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
		Check Total:	18.00			
Vendor:	marso	Marc Frederickson			Check Sequence: 36	ACH Enabled: False
1942		Solar Salt	38.48	03/14/2025	100-420-2210-42102-0000	
1942		Solar Salt	31.80	03/14/2025	609-497-9760-42102-0000	
1942		Solar Salt	103.35	03/14/2025	100-450-5200-42102-0000	
1942		Solar Salt	128.00	03/14/2025	100-430-3000-42102-0000	
1942		Solar Salt	54.85	03/14/2025	100-410-1940-42102-0000	
1942		Solar Salt	111.30	03/14/2025	100-410-1941-42102-0000	
1942		Solar Salt	48.97	03/14/2025	100-410-1941-42102-0000	
		Check Total:	516.75			
Vendor:	gopst	Gopher State One-Call Inc			Check Sequence: 37	ACH Enabled: True
5020721		Locates February 2025	89.98	03/14/2025	601-494-9440-43150-0000	
5020721		Locates February 2025	89.98	03/14/2025	602-495-9490-43150-0000	
5020721		Locates February 2025	29.29	03/14/2025	603-496-9495-43150-0000	
		Check Total:	209.25			
Vendor:	grabe	Grape Beginnings, Inc.			Check Sequence: 38	ACH Enabled: False
MN00162412		Wine	756.00	03/14/2025	609-497-9760-42530-0000	
		Check Total:	756.00			
Vendor:	hassa	Hassan Sand & Gravel, Inc.			Check Sequence: 39	ACH Enabled: True
184126		Fill Sand Screened - For SCP Bldg.	411.06	03/14/2025	410-450-5200-45200-2104	
		Check Total:	411.06			
Vendor:	heapar	Health Partners			Check Sequence: 40	ACH Enabled: False
616866428220		April ER Paid Health Insurance	6,058.56	03/14/2025	602-495-9490-41310-0000	
616866428220		April ER Paid Health Insurance	7,464.83	03/14/2025	100-450-5200-41310-0000	
616866428220		April ER Paid Health Insurance	6,436.29	03/14/2025	100-410-1325-41310-0000	
616866428220		April ER Paid Health Insurance	196.50	03/14/2025	100-420-2500-41310-0000	
616866428220		April ER Paid Health Insurance	34,329.58	03/14/2025	100-420-2100-41310-0000	
616866428220		April ER Paid Health Insurance	3,436.66	03/14/2025	609-497-9760-41310-0000	
616866428220		April ER Paid Health Insurance	2,179.70	03/14/2025	205-450-5205-41310-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
616866428220	April ER Paid Health Insurance	3,565.14	03/14/2025	100-410-1520-41310-0000	
616866428220	April ER Paid Health Insurance	491.25	03/14/2025	100-410-1941-41310-0000	
616866428220	April ER Paid Health Insurance	491.25	03/14/2025	203-465-6500-41310-0000	
616866428220	April ER Paid Health Insurance	231.49	03/14/2025	100-430-3245-41310-0000	
616866428220	April ER Paid Health Insurance	196.50	03/14/2025	609-497-9780-41310-0000	
616866428220	April ER Paid Health Insurance	1,213.69	03/14/2025	100-410-1330-41310-0000	
616866428220	April ER Paid Health Insurance	1,950.91	03/14/2025	100-430-3000-41310-0000	
616866428220	April ER Paid Health Insurance	491.25	03/14/2025	100-450-5186-41310-0000	
616866428220	April ER Paid Health Insurance	3,554.50	03/14/2025	100-410-1950-41310-0000	
616866428220	April ER Paid Health Insurance	2,106.19	03/14/2025	603-496-9495-41310-0000	
616866428220	April ER Paid Health Insurance	1,237.22	03/14/2025	100-410-1940-41310-0000	
616866428220	April EE Paid Health Insurance	15,368.84	03/14/2025	100-000-0000-21706-0000	
616866428220	April ER Paid Health Insurance	3,882.75	03/14/2025	100-410-1910-41310-0000	
616866428220	April ER Paid Health Insurance	1,502.05	03/14/2025	100-450-5120-41310-0000	
616866428220	April ER Paid Health Insurance	6,451.55	03/14/2025	601-494-9440-41310-0000	
616866428220	April ER Paid Health Insurance	2,080.60	03/14/2025	100-420-2210-41310-0000	
616866428220	April ER Paid Health Insurance	5,194.70	03/14/2025	100-430-3120-41310-0000	
	Check Total:	110,112.00			
Vendor: hencosh	Hennepin County Accounts Receivable			Check Sequence: 41	ACH Enabled: False
1000242873	Radio Fleet Fee-Feb '25	4,601.19	03/14/2025	100-420-2210-43250-0000	
1000242874	Radio Fleet Fee February	582.60	03/14/2025	100-430-3000-43250-0000	
	Check Total:	5,183.79			
Vendor: hencopt	Hennepin County Property Tax			Check Sequence: 42	ACH Enabled: False
92-0325	Special Assessment Levy #19550 Update	-6.00	03/14/2025	402-000-0000-10100-4999	
92-0325	Special Assessment Levy #19550 Update	6.00	03/14/2025	402-000-0000-10100-0000	
92-0325	Special Assessment Levy #19550 Update	6.00	03/14/2025	402-430-3121-43140-0000	
	Check Total:	6.00			
Vendor: henpu	Hennepin County Recorder			Check Sequence: 43	ACH Enabled: False
1000243024	RecordEASE Web Transactions March	45.00	03/14/2025	100-430-3000-44300-0000	
1000243024	RecordEASE Web Transactions March	45.00	03/14/2025	100-410-1325-44300-0000	

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
		Check Total:	90.00			
Vendor:	htgar	Hickey Thorstenson Grover LTD			Check Sequence: 44	ACH Enabled: True
23437		RAC Expansion Engineering Services Thru 2/28	23,068.75	03/14/2025	411-450-5205-43030-2406	
		Check Total:	23,068.75			
Vendor:	hohen	Hohensteins Inc			Check Sequence: 45	ACH Enabled: False
798316		Beer	326.00	03/14/2025	609-497-9760-42520-0000	
798316		Beer Credit	-50.00	03/14/2025	609-497-9760-42520-0000	
798316		THC Credit	-144.00	03/14/2025	609-497-9760-42535-0000	
		Check Total:	132.00			
Vendor:	ideal	Ideal Printers			Check Sequence: 46	ACH Enabled: True
000045586		Spring 2025 Newsletter	4,806.95	03/14/2025	100-410-1325-43500-0000	
		Check Total:	4,806.95			
Vendor:	indhea	Independence Heating & Cooling			Check Sequence: 47	ACH Enabled: False
MH25-000008		MH25-000008 Refund Plan Ck Fee-13225 Brocl	2,101.94	03/14/2025	100-420-2400-32213-0000	
MH25-000008		MH25-000008 Refund Mech Prmt Fee-13225 Bı	3,233.75	03/14/2025	100-420-2400-32225-0000	
		Check Total:	5,335.69			
Vendor:	infos	InfoSend			Check Sequence: 48	ACH Enabled: False
282404		Infosend Printing Fees February 2025	572.46	03/14/2025	603-496-9495-43500-0000	
282404		Infosend Printing Fees February 2025	1,447.99	03/14/2025	601-494-9440-43500-0000	
282404		Infosend Printing Fees February 2025	1,178.60	03/14/2025	602-495-9490-43500-0000	
282404		Infosend Printing Fees February 2025	168.38	03/14/2025	100-430-3245-43500-0000	
		Check Total:	3,367.43			
Vendor:	innof	Innovative Office Solutions LLC			Check Sequence: 49	ACH Enabled: True
IN4781632		#10 Envelopes	3.86	03/14/2025	601-494-9440-42000-0000	
IN4781632		#10 Envelopes	3.86	03/14/2025	602-495-9490-42000-0000	
IN4781632		#10 Envelopes	9.65	03/14/2025	100-410-1950-42000-0000	
IN4781632		#10 Envelopes	3.86	03/14/2025	100-430-3000-42000-0000	
IN4781632		#10 Envelopes	3.86	03/14/2025	603-496-9495-42000-0000	

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
IN4781632		#10 Envelopes	9.65	03/14/2025	100-450-5200-42000-0000	
		Check Total:	34.74			
Vendor:	inbre	Insight Brewing			Check Sequence: 50	ACH Enabled: False
22098		THC	1,458.00	03/14/2025	609-497-9760-42535-0000	
		Check Total:	1,458.00			
Vendor:	jarti	Timothy Jarvi			Check Sequence: 51	ACH Enabled: False
3/7/2025		MRWA Conf. Parking Fee Reimbursement 3/6/2.	8.00	03/14/2025	601-494-9440-44360-0000	
		Check Total:	8.00			
Vendor:	jlgar	JLG Architects			Check Sequence: 52	ACH Enabled: True
20166-17		Construction Administration - Indoor Turf Facilit	8,059.80	03/14/2025	410-450-5200-43030-2201	
		Check Total:	8,059.80			
Vendor:	johbr	Johnson Brothers Liquor Co.			Check Sequence: 53	ACH Enabled: False
126975		Liquor Credit	-21.27	03/14/2025	609-497-9760-42510-0000	
2735849		Liquor	494.04	03/14/2025	609-497-9760-42510-0000	
2735934		Liquor	3,482.25	03/14/2025	609-497-9760-42510-0000	
2735935		Wine	3,475.89	03/14/2025	609-497-9760-42530-0000	
2735936		Liquor	693.25	03/14/2025	609-497-9760-42510-0000	
2740738		Liquor	2,400.92	03/14/2025	609-497-9760-42510-0000	
2740739		Wine	3,470.43	03/14/2025	609-497-9760-42530-0000	
2740740		Liquor	5,910.11	03/14/2025	609-497-9760-42510-0000	
3749283		Beer	272.25	03/14/2025	609-497-9760-42520-0000	
3749284		THC	231.30	03/14/2025	609-497-9760-42535-0000	
6934956		Liquor	641.20	03/14/2025	609-497-9760-42510-0000	
6934957		Wine	2,629.85	03/14/2025	609-497-9760-42530-0000	
6934958		Mix	1.75	03/14/2025	609-497-9760-42540-0000	
6938670		Liquor	436.82	03/14/2025	609-497-9760-42510-0000	
6938671		Wine	1,975.28	03/14/2025	609-497-9760-42530-0000	
6938672		NA	269.25	03/14/2025	609-497-9760-42540-0000	
7509556		Wine	115.22	03/14/2025	609-497-9760-42530-0000	
7510386		Wine	367.15	03/14/2025	609-497-9760-42530-0000	

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
7510407		Wine	1,985.23	03/14/2025	609-497-9760-42530-0000	
7510408		Mix	309.25	03/14/2025	609-497-9760-42540-0000	
		Check Total:	29,140.17			
Vendor:	shagr	Kelbro Company			Check Sequence: 54	ACH Enabled: False
3124373		Ice	53.90	03/14/2025	609-497-9760-42570-0000	
		Check Total:	53.90			
Vendor:	kjoen	Kjolhaug Environmental Serv. Co., Inc.			Check Sequence: 55	ACH Enabled: True
807844		2000-258 - Annual WCA Report - Rogers City -	330.00	03/14/2025	603-496-9495-43030-0000	
807885		2024-215 - City Of Rogers - Vegetation Mgmt Fo	5,386.25	03/14/2025	603-496-9495-43030-0000	
		Check Total:	5,716.25			
Vendor:	lanen	Landform Professional Services, LLC			Check Sequence: 56	ACH Enabled: True
36470		Sign Ordinance Update - Rogers MN January 20	1,705.30	03/14/2025	100-410-1910-43100-0000	
		Check Total:	1,705.30			
Vendor:	leami	League of MN Cities Ins. Trust			Check Sequence: 57	ACH Enabled: False
10002863		2nd Quarter WC Premium	31.00	03/14/2025	203-465-6500-41510-0000	
10002863		2nd Quarter WC Premium	462.00	03/14/2025	403-420-2210-41510-0000	
10002863		2nd Quarter WC Premium	118.00	03/14/2025	100-450-5186-41510-0000	
10002863		2nd Quarter WC Premium	316.00	03/14/2025	209-450-5207-41510-0000	
10002863		2nd Quarter WC Premium	1,154.00	03/14/2025	100-450-5120-41510-0000	
10002863		2nd Quarter WC Premium	2,226.00	03/14/2025	601-494-9440-41510-0000	
10002863		2nd Quarter WC Premium	7,640.00	03/14/2025	100-450-5200-41510-0000	
10002863		2nd Quarter WC Premium	25.00	03/14/2025	100-430-3245-41510-0000	
10002863		2nd Quarter WC Premium	386.00	03/14/2025	100-420-2400-41510-0000	
10002863		2nd Quarter WC Premium	2,029.00	03/14/2025	602-495-9490-41510-0000	
10002863		2nd Quarter WC Premium	2,256.00	03/14/2025	609-497-9760-41510-0000	
10002863		2nd Quarter WC Premium	1,001.00	03/14/2025	100-410-1950-41510-0000	
10002863		2nd Quarter WC Premium	15,493.00	03/14/2025	100-420-2210-41510-0000	
10002863		2nd Quarter WC Premium	559.00	03/14/2025	603-496-9495-41510-0000	
10002863		2nd Quarter WC Premium	243.00	03/14/2025	100-410-1330-41510-0000	
10002863		2nd Quarter WC Premium	269.00	03/14/2025	100-410-1910-41510-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
10002863	2nd Quarter WC Premium	1,026.00	03/14/2025	100-410-1940-41510-0000	
10002863	2nd Quarter WC Premium	49,088.00	03/14/2025	100-420-2100-41510-0000	
10002863	2nd Quarter WC Premium	2,619.00	03/14/2025	205-450-5205-41510-0000	
10002863	2nd Quarter WC Premium	767.00	03/14/2025	100-420-2500-41510-0000	
10002863	2nd Quarter WC Premium	149.00	03/14/2025	100-410-1941-41510-0000	
10002863	2nd Quarter WC Premium	829.00	03/14/2025	100-430-3000-41510-0000	
10002863	2nd Quarter WC Premium	3,905.00	03/14/2025	100-430-3120-41510-0000	
10002863	2nd Quarter WC Premium	527.00	03/14/2025	100-410-1325-41510-0000	
10002863	2nd Quarter WC Premium	303.00	03/14/2025	100-410-1520-41510-0000	
10002863	2nd Quarter WC Premium	20.00	03/14/2025	100-410-1110-41510-0000	
	Check Total:	93,441.00			
Vendor: lenfa	Lennar Family of Builders			Check Sequence: 58	ACH Enabled: False
RNC25-000041	RNC25-000041 Warning Siren Fee - 22580 Oliv	100.00	03/14/2025	100-420-2500-32259-0000	
RNC25-000041	RNC25-000041 Sewer Permit Fee - 22580 Olivi	75.00	03/14/2025	602-495-9490-37280-0000	
RNC25-000041	RNC25-000041 Plumbing Surcharge Fee - 2258(	1.00	03/14/2025	100-000-0000-22020-0000	
RNC25-000041	RNC25-000041 Final Lot Inspection Fee - 2258(	75.00	03/14/2025	100-410-1950-34108-0000	
RNC25-000041	RNC25-000041 Furnace/AC/Mechanical - 2258(	225.00	03/14/2025	100-420-2400-32225-0000	
RNC25-000041	RNC25-000041 Environmental Fee - 22580 Oliv	300.00	03/14/2025	100-410-1950-32217-0000	
RNC25-000041	RNC25-000041 Plumbing Permit Fee - 22580 O	115.00	03/14/2025	100-420-2400-32222-0000	
RNC25-000041	RNC25-000041 Gas Fireplace/Insert - 22580 Oli	100.00	03/14/2025	100-420-2400-32219-0000	
RNC25-000041	RNC25-000041 Surcharge Fee - 22580 Olivia Ct	218.96	03/14/2025	100-000-0000-22020-0000	
RNC25-000041	RNC25-000041 Sewer Connection Fee - 22580 (	300.00	03/14/2025	406-430-3121-37250-0000	
RNC25-000041	RNC25-000041 RSAC Fee - 22580 Olivia Ct	4,500.00	03/14/2025	408-430-3330-37270-0000	
RNC25-000041	RNC25-000041 Water Meter Fee - 22580 Olivia	570.00	03/14/2025	601-494-9440-37170-0000	
RNC25-000041	RNC25-000041 Site Fee - 22580 Olivia Ct	600.00	03/14/2025	100-410-1950-34110-0000	
RNC25-000041	RNC25-000041 Mechanical Surcharge Fee - 225	1.00	03/14/2025	100-000-0000-22020-0000	
RNC25-000041	RNC25-000041 Water Permit Fee - 22580 Olivi	75.00	03/14/2025	100-420-2400-32210-0000	
RNC25-000041	RNC25-000041 Water Fee - 22580 Olivia Ct	3,800.00	03/14/2025	407-430-3300-37150-0000	
RNC25-000041	RNC25-000041 Building Permit Fee - 22580 Oli	2,886.55	03/14/2025	100-420-2400-32210-0000	
RNC25-000041	RNC25-000041 Administration Fee - 22580 Oliv	200.00	03/14/2025	100-420-2400-32227-0000	
RNC25-000041	RNC25-000041 Plumbing Permit Fee - 22580 O	50.00	03/14/2025	100-420-2400-32222-0000	
RNC25-000041	RNC25-000041 Drain Tile Inspection Fee - 2258	75.00	03/14/2025	603-496-9495-34106-0000	

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
		Check Total:	14,267.51			
Vendor:	lmcit	LMCIT			Check Sequence: 59	ACH Enabled: False
1001413		Work Comp Deductible	683.44	03/14/2025	100-420-2210-41510-0000	
1001413		Work Comp Deductible	534.68	03/14/2025	100-420-2100-41510-0000	
		Check Total:	1,218.12			
Vendor:	lubte	Lubrication Technologies, Inc.			Check Sequence: 60	ACH Enabled: False
3743659		Lube-Tech Endurance Full Synthetic 5W-30 Dex	1,088.65	03/14/2025	100-430-3000-42120-0000	
		Check Total:	1,088.65			
Vendor:	lyn&mc	Lynde & McLeod, Inc			Check Sequence: 61	ACH Enabled: False
I023480		YARDWASTE SITE RENT BILLING FOR APF	568.45	03/14/2025	100-450-5200-43180-0000	
		Check Total:	568.45			
Vendor:	maceq	MacQueen Equipment, Inc.			Check Sequence: 62	ACH Enabled: True
P44615		Helmet Shield-Mueller	109.85	03/14/2025	100-420-2210-42106-0000	
P63106		#20-004 Water Filter HSG E1D-W/Head	124.72	03/14/2025	100-430-3000-42103-0000	
		Check Total:	234.57			
Vendor:	cleri	McDonald Distributing Company			Check Sequence: 63	ACH Enabled: True
794251		THC	1,590.11	03/14/2025	609-497-9760-42535-0000	
794251		Liquor	1,627.50	03/14/2025	609-497-9760-42510-0000	
794251		NA	57.25	03/14/2025	609-497-9760-42540-0000	
794251		Beer	38.25	03/14/2025	609-497-9760-42520-0000	
		Check Total:	3,313.11			
Vendor:	menar	Menards, Inc.			Check Sequence: 64	ACH Enabled: True
45635		25' LUFKIN CONTROL TAPE	16.97	03/14/2025	601-494-9440-42105-0000	
45635		CRC BRAKELEEN	5.88	03/14/2025	601-494-9440-42100-0000	
45635		25" MAGNETIC RAIL	9.99	03/14/2025	601-494-9440-42100-0000	
45635		KF SPRAY PAINT GLS H.PINK	6.69	03/14/2025	601-494-9440-42100-0000	
45743		4X4-10' CEDAR ROUGH SAWN -Mailbox Rep	57.59	03/14/2025	100-430-3120-42240-0000	
45800		2X SPRAY PAINT GLS C.PINK	5.86	03/14/2025	601-494-9440-42100-0000	

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
45800		8PC RECIP BLADE SET	14.99	03/14/2025	601-494-9440-42100-0000	
		Check Total:	117.97			
Vendor:	metcou	Metropolitan Council Environmental Services			Check Sequence: 65	ACH Enabled: True
0001184808		April 2025 METC Services	113,442.32	03/14/2025	602-495-9490-43115-0000	
		Check Total:	113,442.32			
Vendor:	mfscb	MFSCB			Check Sequence: 66	ACH Enabled: False
13630		Inspector I Test-Hudson	131.00	03/14/2025	100-420-2210-44360-0000	
13630		Inspector I Test-Grandlund	131.00	03/14/2025	100-420-2210-44360-0000	
13630		Inspector I Test-FLT	131.00	03/14/2025	100-420-2210-44360-0000	
		Check Total:	393.00			
Vendor:	mincon	Minnesota Control Systems Inc			Check Sequence: 67	ACH Enabled: True
09596		RAC-MAU Unit Repair	462.00	03/14/2025	205-450-5205-44010-0000	
		Check Total:	462.00			
Vendor:	schso	MN Equipment Inc.			Check Sequence: 68	ACH Enabled: True
P41161		TY25797 SLIP PLATE	61.92	03/14/2025	100-430-3000-42100-0000	
P41162		315-262A AFM 14FT M	624.14	03/14/2025	100-450-5200-42103-0000	
P41163		LP -100177 CENT SKID SHOE - Sidewalk Plov	365.00	03/14/2025	100-430-3000-42103-0000	
P41177		#10-033 CE17406 SEAL	23.33	03/14/2025	100-450-5200-42103-0000	
R52675		Chainsaw Choke Repair	116.02	03/14/2025	100-420-2210-44040-0000	
		Check Total:	1,190.41			
Vendor:	myeti	Myers Tire Supply			Check Sequence: 69	ACH Enabled: False
53526365		14041 1/4" PilotWire Patch Plugs	188.66	03/14/2025	100-430-3000-42103-0000	
		Check Total:	188.66			
Vendor:	napa	NAPA Auto Parts			Check Sequence: 70	ACH Enabled: False
382016		ADAPTERS	9.82	03/14/2025	100-430-3120-42103-0000	
382411		WINDSHIELD WSHR PUMP	17.37	03/14/2025	100-430-3000-42103-0000	
		Check Total:	27.19			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: norto	Northern Tool & Equipment			Check Sequence: 71	ACH Enabled: False
540501055252038	UT21-Saddlebox	1,129.00	03/14/2025	400-420-2210-45500-0000	
540554050385678	M18 18GA DBLE CUT SHEAR	249.00	03/14/2025	100-450-5200-42105-0000	
	Check Total:	1,378.00			
Vendor: nbh	Nothing But Hemp LLC			Check Sequence: 72	ACH Enabled: True
3070	THC	1,065.00	03/14/2025	609-497-9760-42535-0000	
3125	THC	984.00	03/14/2025	609-497-9760-42535-0000	
	Check Total:	2,049.00			
Vendor: pauso	Paustis & Sons			Check Sequence: 73	ACH Enabled: True
260216	Wine	1,115.00	03/14/2025	609-497-9760-42530-0000	
	Check Total:	1,115.00			
Vendor: r&rsp	R&R Specialties of WI, Inc			Check Sequence: 74	ACH Enabled: True
0084869-IN	Manual 3 Way Valve W Knob	356.60	03/14/2025	100-450-5200-42103-0000	
	Check Total:	356.60			
Vendor: rdoeq	RDO Equipment			Check Sequence: 75	ACH Enabled: False
P0216614	#20-008 SPEC HANDLING	558.30	03/14/2025	100-430-3120-42103-0000	
P0216614	#20-008 011-25-0011 Carbide Edge	1,486.16	03/14/2025	100-430-3120-42103-0000	
P0216614	#20-008 011-14-0016 Right End Cap	296.92	03/14/2025	100-430-3120-42103-0000	
P0216614	#20-008 012-25-0087 Carbide Shoe	4,230.76	03/14/2025	100-430-3120-42103-0000	
P0216614	#20-008 011-25-0010 Carbide Edge	2,972.32	03/14/2025	100-430-3120-42103-0000	
P0216614	#20-008 011-12-0016 Left End Cap	296.92	03/14/2025	100-430-3120-42103-0000	
	Check Total:	9,841.38			
Vendor: repse	Republic Services #899			Check Sequence: 76	ACH Enabled: False
0899-004700245	Curbside Recycling February	24,369.50	03/14/2025	100-430-3245-43100-0000	
0899-004708607	Trash Svc - Hassan Town Hall February	108.62	03/14/2025	100-410-1940-43840-0000	
0899-004708672	CH-Garbage February	92.83	03/14/2025	100-410-1940-43840-0000	
0899-004708672	PW-Garbage February	216.58	03/14/2025	100-430-3000-43840-0000	
0899-004709073	Trash Pickup @ EC February	471.58	03/14/2025	100-410-1941-43840-0000	

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
		Check Total:	25,259.11			
Vendor:	rogtr	Rogers True Value Hardware Inc			Check Sequence: 77	ACH Enabled: False
29189		1/2"NM Relief Connector	4.93	03/14/2025	601-494-9440-42104-0000	
29189		1/2"WTR Tight Connector	6.35	03/14/2025	601-494-9440-42104-0000	
29208		FBG LHSP Shovel	52.99	03/14/2025	100-430-3120-42105-0000	
29220		Keys	4.98	03/14/2025	100-420-2210-42102-0000	
		Check Total:	69.25			
Vendor:	shdev	Shamrock Development			Check Sequence: 78	ACH Enabled: False
3120682		Ice	102.20	03/14/2025	609-497-9760-42570-0000	
		Check Total:	102.20			
Vendor:	shiin	SHI International Corp			Check Sequence: 79	ACH Enabled: True
B19442463		Annual Server Licenses Renewals - Microsoft	2,311.00	03/14/2025	100-410-1330-43190-0000	
B19443295		Annual Server Licenses Renewals - Microsoft	429.12	03/14/2025	100-410-1330-43190-0000	
		Check Total:	2,740.12			
Vendor:	soula	South Lake Minnetonka Police Department			Check Sequence: 80	ACH Enabled: False
2/26/25		1/13 Cost Of Inv 9535	21.64	03/14/2025	100-420-2100-43100-0000	
2/26/25		1/13 Cost Of Inv 9872	12.02	03/14/2025	100-420-2100-43100-0000	
2/26/25		1/13th Cost Of GTEL Invoice 1591	26.93	03/14/2025	100-420-2100-43100-0000	
2/26/25		1/13 Cost Of Inv 10379	124.04	03/14/2025	100-420-2100-43100-0000	
2/26/25		1/13th Cost Of GTEL Invoice 1577	33.65	03/14/2025	100-420-2100-43100-0000	
2/26/25		1/13 Cost Of Inv 9671	9.62	03/14/2025	100-420-2100-43100-0000	
2/26/25		1/13 Cost Of Inv 9831	38.46	03/14/2025	100-420-2100-43100-0000	
2/26/25		1/13 Cost Of Inv 9625	12.02	03/14/2025	100-420-2100-43100-0000	
		Check Total:	278.38			
Vendor:	souwi	Southern Glazers Wine & Spirits of Minnesota			Check Sequence: 81	ACH Enabled: False
2594116		Liquor	1,367.19	03/14/2025	609-497-9760-42510-0000	
2594117		Liquor	10,634.42	03/14/2025	609-497-9760-42510-0000	
2594118		Mix	66.56	03/14/2025	609-497-9760-42540-0000	
2594119		Wine	1,242.53	03/14/2025	609-497-9760-42530-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
25966436	Wine	1,180.32	03/14/2025	609-497-9760-42530-0000	
2596685	Liquor	2,709.06	03/14/2025	609-497-9760-42510-0000	
5122719	Liquor	2,572.86	03/14/2025	609-497-9760-42510-0000	
	Check Total:	19,772.94			
Vendor: sprso	Springbrook Holding Co LLC			Check Sequence: 82	ACH Enabled: False
INV-019972	CivicPay Transaction Fee - February 2025	985.99	03/14/2025	601-494-9440-44300-0000	
INV-019972	CivicPay Transaction Fee - February 2025	114.65	03/14/2025	100-430-3245-44300-0000	
INV-019972	CivicPay Transaction Fee - February 2025	389.81	03/14/2025	603-496-9495-44300-0000	
INV-019972	CivicPay Transaction Fee - February 2025	802.55	03/14/2025	602-495-9490-44300-0000	
	Check Total:	2,293.00			
Vendor: srfco	SRF Consulting Group Inc.			Check Sequence: 83	ACH Enabled: True
18554.00-3	Final TH 101/94 Interchange Bridge Rating Febr	12,756.07	03/14/2025	402-430-3121-43030-2408	
	Check Total:	12,756.07			
Vendor: titma	Titan Machinery Inc			Check Sequence: 84	ACH Enabled: False
PS0642097-1	353093A1 COIL	276.73	03/14/2025	100-430-3000-42103-0000	
PS0645295-1	#20-001 84239751 FILTER HYDRAULIC OIL	158.60	03/14/2025	100-430-3000-42103-0000	
	Check Total:	435.33			
Vendor: touem	Touch'em All Carwash LLC			Check Sequence: 85	ACH Enabled: True
February 2025	PD Car Washes - February	118.65	03/14/2025	100-420-2100-44040-0000	
	Check Total:	118.65			
Vendor: vinin	Vinocopia Inc			Check Sequence: 86	ACH Enabled: True
0365580-IN	Liquor	354.50	03/14/2025	609-497-9760-42510-0000	
0368676-IN	Liquor	115.25	03/14/2025	609-497-9760-42510-0000	
0368676-IN	Wine	539.50	03/14/2025	609-497-9760-42530-0000	
0368677-IN	Liquor	377.50	03/14/2025	609-497-9760-42510-0000	
0368678-IN	Liquor	227.50	03/14/2025	609-497-9760-42510-0000	
0368679-IN	Liquor	452.50	03/14/2025	609-497-9760-42510-0000	
0368681-IN	Liquor	450.00	03/14/2025	609-497-9760-42510-0000	

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
		Check Total:	2,516.75			
Vendor:	grain	W.W. Grainger, Inc.			Check Sequence: 87	ACH Enabled: True
9426929510		3D276 WEATHERPROOF COVER VERTICAL	81.04	03/14/2025	410-450-5200-45200-2104	
9426929510		3D324 LCK RECEPT 50 A:BLK;PHENOLIC N	156.41	03/14/2025	410-450-5200-45200-2104	
9426929510		49ZX92 DEVICE BOX DEEP 3/4" HUB 4.62" I	39.01	03/14/2025	410-450-5200-45200-2104	
9427797924		61HP72 LED TROFFER TRANSFORMER	82.10	03/14/2025	100-410-1940-42102-0000	
		Check Total:	358.56			
Vendor:	watla	Water Laboratories, Inc.			Check Sequence: 88	ACH Enabled: True
10401		Water Testing Feb 2025	180.00	03/14/2025	601-494-9440-44080-0000	
		Check Total:	180.00			
Vendor:	welfit	Wellness That Fits LLC			Check Sequence: 89	ACH Enabled: False
#9654		Wellness Visit #5	175.00	03/14/2025	100-420-2100-43140-0000	
		Check Total:	175.00			
Vendor:	wulex	Wulf Excavating Inc			Check Sequence: 90	ACH Enabled: True
3066		Emergency Excav. To Repair Wtr Leak On Gold	5,364.00	03/14/2025	601-494-9440-44050-0000	
		Check Total:	5,364.00			
Vendor:	xcele	Xcel Energy			Check Sequence: 91	ACH Enabled: False
51-0013206663-3		Utility Extension 12475 Main St-SCP	17,432.91	03/14/2025	410-450-5200-45200-2104	
		Check Total:	17,432.91			
Vendor:	yalme	Yale Mechanical, LLC			Check Sequence: 92	ACH Enabled: True
267858		Repair @ Well #5	783.55	03/14/2025	601-494-9440-44040-0000	
		Check Total:	783.55			
		Total for Check Run:	676,516.57			
		Total of Number of Checks:	92			

Accounts Payable

Computer Check Proof List by Vendor

User: mrathlisberger@rogersmn.gov
Printed: 03/14/2025 - 9:36AM
Batch: 00003.03.2025

City of ROGERS

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
Vendor:	UB*00436	Tim Bellin			Check Sequence: 1	ACH Enabled: False
		Refund Check 007531-000, 12940 Breckenridge	122.52	03/14/2025	601-000-0000-20200-0000	
		Check Total:	122.52			
Vendor:	UB*00417	Paul/Janice Constable			Check Sequence: 2	ACH Enabled: False
		Refund Check 006221-000, 19675 County Rd 8	5.46	03/14/2025	601-000-0000-20200-0000	
		Check Total:	5.46			
Vendor:	UB*00437	CTW Groupl LLC			Check Sequence: 3	ACH Enabled: False
		Refund Check 013403-000, 12520 Otto St	0.59	03/14/2025	601-000-0000-20200-0000	
		Refund Check 013403-000, 12520 Otto St	0.47	03/14/2025	100-000-0000-20200-0000	
		Refund Check 013403-000, 12520 Otto St	0.17	03/14/2025	603-000-0000-20200-0000	
		Refund Check 013403-000, 12520 Otto St	0.42	03/14/2025	603-000-0000-20200-0000	
		Refund Check 013403-000, 12520 Otto St	0.08	03/14/2025	601-000-0000-20200-0000	
		Refund Check 013403-000, 12520 Otto St	0.84	03/14/2025	602-000-0000-20200-0000	
		Refund Check 013403-000, 12520 Otto St	3.50	03/14/2025	602-000-0000-20200-0000	
		Refund Check 013403-000, 12520 Otto St	2.71	03/14/2025	601-000-0000-20200-0000	
		Check Total:	8.78			
Vendor:	UB*00434	D.R. Horton			Check Sequence: 4	ACH Enabled: False
		Refund Check 013471-000, 23350 Ashbury Dr	82.08	03/14/2025	601-000-0000-20200-0000	
		Check Total:	82.08			
Vendor:	UB*00423	Rodger Gramstad			Check Sequence: 5	ACH Enabled: False
		Refund Check 002792-000, 12945 Brookside Ln	15.01	03/14/2025	601-000-0000-20200-0000	

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
		Check Total:	15.01			
Vendor:	UB*00421	McAlpin Team			Check Sequence: 6	ACH Enabled: False
		Refund Check 013455-000, 22912 Marie Pl	0.06	03/14/2025	603-000-0000-20200-0000	
		Refund Check 013455-000, 22912 Marie Pl	0.17	03/14/2025	100-000-0000-20200-0000	
		Refund Check 013455-000, 22912 Marie Pl	0.03	03/14/2025	601-000-0000-20200-0000	
		Refund Check 013455-000, 22912 Marie Pl	1.23	03/14/2025	602-000-0000-20200-0000	
		Refund Check 013455-000, 22912 Marie Pl	0.23	03/14/2025	601-000-0000-20200-0000	
		Refund Check 013455-000, 22912 Marie Pl	0.14	03/14/2025	603-000-0000-20200-0000	
		Refund Check 013455-000, 22912 Marie Pl	0.30	03/14/2025	602-000-0000-20200-0000	
		Check Total:	2.16			
Vendor:	UB*00419	Pulte Home of MN			Check Sequence: 7	ACH Enabled: False
		Refund Check 013615-000, 12774 Farnham Ln	18.17	03/14/2025	601-000-0000-20200-0000	
		Check Total:	18.17			
Vendor:	UB*00422	Pulte Home of MN			Check Sequence: 8	ACH Enabled: False
		Refund Check 013606-000, 12661 Garden Meac	36.98	03/14/2025	601-000-0000-20200-0000	
		Check Total:	36.98			
Vendor:	UB*00438	Pulte Home of MN			Check Sequence: 9	ACH Enabled: False
		Refund Check 013557-000, 12804 Farnham Ln	282.90	03/14/2025	601-000-0000-20200-0000	
		Check Total:	282.90			
Vendor:	UB*00428	Pulte Homes			Check Sequence: 10	ACH Enabled: False
		Refund Check 013121-000, 22045 Harvest Ave	304.89	03/14/2025	601-000-0000-20200-0000	
		Check Total:	304.89			
Vendor:	UB*00411	Pulte Homes of MN			Check Sequence: 11	ACH Enabled: False
		Refund Check 013433-000, 12626 Lower Mill A	9.83	03/14/2025	601-000-0000-20200-0000	
		Check Total:	9.83			
Vendor:	UB*00418	Pulte Homes of MN			Check Sequence: 12	ACH Enabled: False
		Refund Check 012544-000, 22039 Harvest Ave	5.06	03/14/2025	601-000-0000-20200-0000	

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
		Check Total:	5.06			
Vendor:	UB*00420	Pulte Homes of MN			Check Sequence: 13	ACH Enabled: False
		Refund Check 012996-000, 22056 Harvest Ave	4.40	03/14/2025	601-000-0000-20200-0000	
		Check Total:	4.40			
Vendor:	UB*00425	Pulte Homes of MN			Check Sequence: 14	ACH Enabled: False
		Refund Check 013583-000, 12631 Garden Meac	8.64	03/14/2025	601-000-0000-20200-0000	
		Check Total:	8.64			
Vendor:	UB*00427	Pulte Homes of MN			Check Sequence: 15	ACH Enabled: False
		Refund Check 013383-000, 22010 Harvest Ave	60.73	03/14/2025	601-000-0000-20200-0000	
		Check Total:	60.73			
Vendor:	UB*00429	Pulte Homes of MN			Check Sequence: 16	ACH Enabled: False
		Refund Check 013395-000, 21978 Harvest Ave	58.87	03/14/2025	601-000-0000-20200-0000	
		Check Total:	58.87			
Vendor:	UB*00430	Pulte Homes of Mn			Check Sequence: 17	ACH Enabled: False
		Refund Check 013586-000, 12678 Garden Meac	10.12	03/14/2025	601-000-0000-20200-0000	
		Check Total:	10.12			
Vendor:	UB*00431	Pulte Homes of MN			Check Sequence: 18	ACH Enabled: False
		Refund Check 013323-000, 12684 Weber Ln	16.76	03/14/2025	603-000-0000-20200-0000	
		Refund Check 013323-000, 12684 Weber Ln	6.92	03/14/2025	603-000-0000-20200-0000	
		Refund Check 013323-000, 12684 Weber Ln	23.60	03/14/2025	601-000-0000-20200-0000	
		Refund Check 013323-000, 12684 Weber Ln	121.80	03/14/2025	601-000-0000-20200-0000	
		Refund Check 013323-000, 12684 Weber Ln	33.60	03/14/2025	602-000-0000-20200-0000	
		Refund Check 013323-000, 12684 Weber Ln	140.00	03/14/2025	602-000-0000-20200-0000	
		Refund Check 013323-000, 12684 Weber Ln	3.24	03/14/2025	601-000-0000-20200-0000	
		Refund Check 013323-000, 12684 Weber Ln	85.10	03/14/2025	601-000-0000-20200-0000	
		Refund Check 013323-000, 12684 Weber Ln	18.80	03/14/2025	100-000-0000-20200-0000	
		Check Total:	449.82			

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
Vendor:	UB*00432	Pulte Homes of Mn			Check Sequence: 19	ACH Enabled: False
		Refund Check 013616-000, 12786 Farnham Ln	18.22	03/14/2025	601-000-0000-20200-0000	
		Check Total:	18.22			
Vendor:	UB*00435	Pulte Homes of MN			Check Sequence: 20	ACH Enabled: False
		Refund Check 013608-000, 21971 Harvest Ave	26.33	03/14/2025	601-000-0000-20200-0000	
		Check Total:	26.33			
Vendor:	UB*00439	Pulte Homes of MN			Check Sequence: 21	ACH Enabled: False
		Refund Check 013614-000, 12803 Farnham Ln	46.56	03/14/2025	601-000-0000-20200-0000	
		Check Total:	46.56			
Vendor:	UB*00433	David/Marian Schmidt			Check Sequence: 22	ACH Enabled: False
		Refund Check 006443-000, 11520 Park Dr	5.25	03/14/2025	601-000-0000-20200-0000	
		Check Total:	5.25			
Vendor:	UB*00424	Ken Sliva			Check Sequence: 23	ACH Enabled: False
		Refund Check 013579-000, 13090 Red Fox Rd	5.37	03/14/2025	601-000-0000-20200-0000	
		Check Total:	5.37			
Vendor:	UB*00426	Manuel Trujillo-Polan			Check Sequence: 24	ACH Enabled: False
		Refund Check 007009-000, 13790 Dorothy Dr	0.81	03/14/2025	601-000-0000-20200-0000	
		Refund Check 007009-000, 13790 Dorothy Dr	44.32	03/14/2025	601-000-0000-20200-0000	
		Refund Check 007009-000, 13790 Dorothy Dr	4.70	03/14/2025	100-000-0000-20200-0000	
		Refund Check 007009-000, 13790 Dorothy Dr	42.00	03/14/2025	602-000-0000-20200-0000	
		Refund Check 007009-000, 13790 Dorothy Dr	2.20	03/14/2025	601-000-0000-20200-0000	
		Refund Check 007009-000, 13790 Dorothy Dr	2.64	03/14/2025	603-000-0000-20200-0000	
		Refund Check 007009-000, 13790 Dorothy Dr	1.73	03/14/2025	603-000-0000-20200-0000	
		Refund Check 007009-000, 13790 Dorothy Dr	5.90	03/14/2025	601-000-0000-20200-0000	
		Refund Check 007009-000, 13790 Dorothy Dr	8.40	03/14/2025	602-000-0000-20200-0000	
		Check Total:	112.70			

	Total for Check Run:	1,700.85
	Total of Number of Checks:	24

February 2025 US Bank P-Card Allocations								
Vendor	Account					Amount	Fiscal Year	Description
4TE*COMMERS CONDITIONED W	100	410	1940	43820	0000	24.95	2025	City Hall water service -Jan
4TE*COMMERS CONDITIONED W	100	410	1940	43820	0000	24.95	2025	City hall water service
A RAMP 8067	100	410	1910	44360	0000	7.00	2025	EDAM Conference Parking - Minneapolis
A RAMP 8067	100	410	1910	44360	0000	7.00	2025	EDAM Conference Parking - Minneapolis
ACME TOOLS PLYMOUTH	100	420	2210	42105	0000	540.00	2025	Hose Reel & Hose -St 1
ADP SPECIAL EVENTS MAS	100	410	1325	44360	0000	1,099.00	2025	ADP Pro Summit conference
ADP SPECIAL EVENTS MAS	100	410	1325	36233	0000	175.00	2025	Event Guest Pass -to be reimburse $175
AMAZON MARK* Z53AL3HN0	609	497	9760	42010	0000	19.45	2025	Ink for printer
AMAZON MARK* Z53AL3HN0	609	497	9760	42010	0000	(19.45)	2025	Ink for printer - returned
AMAZON MARK* Z57PR6F01	609	497	9760	42100	0000	60.72	2025	Operating supplies phone case and card holder
AMAZON MARK* ZC62P79W0	609	497	9760	42010	0000	18.56	2025	Colored Paper Ream
AMAZON MARK* ZC62P79W0	609	497	9760	42100	0000	17.38	2025	keychain, Carabiner Badge holders
AMAZON MARK* ZC7OY0302	609	497	9760	42010	0000	64.17	2025	Ink for printer
AMAZON MARK* ZG00B6Q92	609	497	9760	42100	0000	43.50	2025	Monitor Mount
AMAZON MKTPL*033W54483	100	450	5186	43444	0000	106.62	2025	Soup crackers & serving tray
AMAZON MKTPL*053WZ0KM3	100	450	5186	43443	0000	18.45	2025	Valentine's Party décor
AMAZON MKTPL*200WT3LU3	100	420	2210	42010	0000	242.53	2025	Luxafor lights for fire inspector and assistant fire chief
AMAZON MKTPL*214B369H3	100	450	5186	43443	0000	97.52	2025	Lights, garland, misc party décor
AMAZON MKTPL*3G44F6KE3	100	430	3120	42010	0000	29.69	2025	Ipad Case for Signs
AMAZON MKTPL*557RM0J03	100	450	5186	43443	0000	13.98	2025	Bingo Cards
AMAZON MKTPL*715BH3YB3	100	420	2100	42100	0000	174.58	2025	2 FTO Ipad cases
AMAZON MKTPL*7I05K5UE3	100	450	5186	43444	0000	55.24	2025	Napkins, paper plates, measuring cups
AMAZON MKTPL*AQ82P8G53	100	410	1520	42010	0000	31.19	2025	Keyboard Tray for Heather Parker
AMAZON MKTPL*CU9VE4CT3	100	420	2210	42010	0000	153.92	2025	ipad cases for station 1 and station 2
AMAZON MKTPL*EA3EN21L3	100	430	3120	42103	0000	89.99	2025	Rear View Camera
AMAZON MKTPL*ED8AX6193	100	450	5186	43444	0000	51.98	2025	Tablecovers
AMAZON MKTPL*EI3268NT3	100	450	5186	43444	0000	77.97	2025	Tablecovers
AMAZON MKTPL*NO5AE93J3	100	450	5186	43444	0000	49.47	2025	Paper bowls and spoons
AMAZON MKTPL*U49983NN3	100	450	5186	43443	0000	64.32	2025	Card holders and auto shuffler
AMAZON MKTPL*VP8X30OA3	100	450	5186	43443	0000	13.98	2025	Apple cider & rubberbands for a game
AMAZON MKTPL*YA1XH81M3	100	420	2100	42000	0000	19.99	2025	Pen Order
AMAZON MKTPL*Z43428M03	100	420	2100	42102	0000	38.78	2025	Lighting and Wellness Room Sign
AMAZON MKTPL*Z52N45RL1	100	410	1941	42100	0000	68.43	2025	Coffee Pot Cleaner & Filters
AMAZON MKTPL*Z59NZ4RC1	100	410	1910	42010	0000	21.99	2025	Power Docking Station for New Cubes
AMAZON MKTPL*Z72MY7V32	100	420	2100	42102	0000	29.99	2025	MHWC Office - Lighting
AMAZON MKTPL*Z72RQ24I1	100	420	2100	42010	0000	27.99	2025	Logitech Wireless Presenter
AMAZON MKTPL*Z72RQ24I1	100	420	2100	42000	0000	17.89	2025	Gel Pens
AMAZON MKTPL*Z75CX2VD1	601	494	9440	42010	0000	10.53	2025	Ipad case & Keyboard for Utilities
AMAZON MKTPL*Z75CX2VD1	602	495	9490	42010	0000	10.53	2025	Ipad case & Keyboard for Utilities
AMAZON MKTPL*Z75CX2VD1	603	496	9495	42010	0000	10.53	2025	Ipad case & Keyboard for Utilities
AMAZON MKTPL*Z75LT5V32	100	410	1941	42010	0000	59.99	2025	Portable Screen
AMAZON MKTPL*Z77MO92F2	100	420	2210	42010	0000	102.98	2025	PC Privacy Screen Covers
AMAZON MKTPL*Z790U7L50	100	450	5120	42100	0000	61.22	2025	LTS nametag supplies
AMAZON MKTPL*Z796N6MR1	100	430	3120	42103	0000	102.97	2025	Clamp Base, Socket Arm, Suction Cup
AMAZON MKTPL*ZC0A27WF0	100	420	2210	42010	0000	171.26	2025	Monitor arm for fire Inspector
AMAZON MKTPL*ZC0HU5MI2	100	410	1940	42100	0000	15.99	2025	Phone case for Spencer Majerus
AMAZON MKTPL*ZC2L06ZF1	100	420	2100	42107	0000	35.79	2025	K9 Supplies - Dog bowls
AMAZON MKTPL*ZC49K34W1	100	420	2100	42102	0000	99.89	2025	MHWC Office- Bookshelf
AMAZON MKTPL*ZC49K34W1	100	420	2100	42010	0000	35.99	2025	MHWC Office - Mouse and Keyboard
AMAZON MKTPL*ZC49K34W1	100	420	2100	42000	0000	11.98	2025	MHWC Office - Calender
AMAZON MKTPL*ZC4E872M1	205	450	5205	42000	0000	51.93	2025	Wall Clock, tape
AMAZON MKTPL*ZC4NK0Y01	100	420	2210	42010	0000	246.71	2025	Computer Dock for Jason Albers
AMAZON MKTPL*ZC4UI8N02	100	430	3000	42010	0000	79.99	2025	Headset for Peri
AMAZON MKTPL*ZC64X5761	205	450	5205	42100	0000	56.43	2025	Hand sanitizer refill
AMAZON MKTPL*ZC6993H40	205	450	5205	42100	0000	24.00	2025	Safety Glasses
AMAZON MKTPL*ZC6XH1O22	100	450	5120	42000	0000	148.99	2025	Desk chair
AMAZON MKTPL*ZC6XH1O22	100	450	5120	42100	0000	25.99	2025	LTS nametag supplies
AMAZON MKTPL*ZC7EV2GG0	100	410	1520	42010	0000	28.90	2025	Power Tower for Hannah Scharber
AMAZON MKTPL*ZG03P7AC0	205	450	5205	42000	0000	21.77	2025	Phone charger
AMAZON MKTPL*ZG0Y03461	100	450	5186	43443	0000	124.76	2025	Organizers & Servers
AMAZON MKTPL*ZG4WD4AE2	601	494	9440	44360	0000	108.26	2025	Water Operator Study Guide
AMAZON MKTPL*ZG4ZO5Q72	205	450	5205	42550	0000	23.71	2025	Concessions Stock
AMAZON MKTPL*ZG4ZO5Q72	205	450	5205	42000	0000	101.09	2025	Pens, Sign Holders, screen protector for square terminal
AMAZON MKTPL*ZG7CU6YO1	100	410	1325	42000	0000	13.99	2025	Name plate holders
AMAZON MKTPL*ZG80H4810	100	430	3000	42000	0000	16.91	2025	Magnifying Glass/Sticky Notes
AMAZON MKTPL*ZG8M93UZ0	100	420	2210	42000	0000	36.90	2025	Full wall calendar
AMAZON MKTPL*ZG8OQ6HR2	100	430	3120	42103	0000	29.98	2025	Projector Generator Line Module
AMAZON MKTPLACE PMTS	100	420	2100	42000	0000	(19.99)	2025	Pen Order Package arrived empty - refunded
AMAZON MUSIC*ZG9UI9SJ2	100	450	5186	44330	0000	11.95	2025	Music Subscription for Alexa
AMAZON RETA* Z73E430N2	100	410	1940	42102	0000	23.04	2025	Toilet Bowl Cleaner for All Bldgs.
AMAZON RETA* Z78IU4PA2	100	410	1520	42010	0000	227.69	2025	Computer Dock for Hannah Scharber
AMAZON RETA* ZC1232K51	100	410	1330	42010	0000	229.99	2025	Computer Dock for Jason Greninger
AMAZON RETA* ZC4MN75X2	100	410	1950	42000	0000	2.59	2025	Post it Notes
AMAZON RETA* ZC4MN75X2	100	430	3000	42000	0000	2.60	2025	Post it Notes
AMAZON RETA* ZC4MN75X2	100	450	5200	42000	0000	2.60	2025	Post it Notes
AMAZON RETA* ZC4MN75X2	601	494	9440	42000	0000	2.60	2025	Post it Notes
AMAZON RETA* ZC4MN75X2	602	495	9490	42000	0000	2.60	2025	Post it Notes

February 2025 US Bank P-Card Allocations								
Vendor	Account					Amount	Fiscal Year	Description
AMAZON RETA* ZC4MN75X2	603	496	9495	42000	0000	2.59	2025	Post it Notes
AMAZON RETA* ZC8KY4MM2	100	410	1940	42102	0000	64.56	2025	Furniture Polish/Cleaner for All Bldgs.
AMAZON RETA* ZG1ZT7SS2	609	497	9780	42100	0000	102.74	2025	Safe Event Center
AMAZON RETA* ZG2V75J51	100	420	2100	42102	0000	39.84	2025	Hand Soap for PD (Ordered Per D. Cody)
AMAZON RETA* ZG38I7M70	100	420	2100	42102	0000	48.42	2025	Pledge Cleaner
AMAZON.COM	100	420	2100	42107	0000	(30.09)	2025	Return rope handler glove
AMAZON.COM*7G7Y19WF3	100	450	5186	43444	0000	70.92	2025	BBQ Sauce, Chips, Paper towels, soup
AMAZON.COM*9G4MQ5TI3	100	420	2100	42000	0000	64.32	2025	Garbage container
AMAZON.COM*CN3P04BS3	205	450	5205	42102	0000	149.49	2025	Water filter for concessions equipment
AMAZON.COM*Z57751950	100	450	5186	43443	0000	51.86	2025	Organizer
AMAZON.COM*Z70SB8DF2	205	450	5205	42550	0000	45.64	2025	Concessions Stock
AMAZON.COM*Z72N789Z0	100	420	2100	42000	0000	92.49	2025	Office supplies - pens & writing pads
AMAZON.COM*Z73D27Q61	100	420	2100	42010	0000	118.43	2025	Logitech Mouse/Keyboard
AMAZON.COM*Z74510GA1	100	420	2210	42103	0000	139.99	2025	Backrack Hardware Kit
AMAZON.COM*Z76SD71A2	100	410	1941	42100	0000	7.68	2025	Toilet Bowl Cleaner
AMAZON.COM*ZC06G5FZ1	100	410	1941	42100	0000	33.00	2025	Chlorox Wipes
AMAZON.COM*ZC0II0QA2	100	420	2210	42103	0000	139.99	2025	Backrack Hardware Kit
AMAZON.COM*ZC3769CS1	100	420	2210	42105	0000	27.82	2025	Battery Charger
AMAZON.COM*ZC5KM2XR0	100	420	2100	42107	0000	30.09	2025	K9 Supplies - rope handler glove
AMAZON.COM*ZC5NY64S1	100	420	2210	42120	0000	95.80	2025	TruFuel
AMZN MKTP US*AZ94K1OK3	100	420	2100	42010	0000	16.65	2025	Logitech MousePad
AMZN MKTP US*B776U1V93	100	420	2100	42000	0000	18.71	2025	Gel Pens
AMZN MKTP US*Z59JI89N0	100	450	5186	43444	0000	34.02	2025	Croutons for Dining
AMZN MKTP US*Z74E370X0	100	450	5120	42100	0000	90.00	2025	LTS nametag supplies
AMZN MKTP US*Z75VS7KT0	205	450	5205	42100	0000	29.95	2025	Mop Handle
AMZN MKTP US*Z76L09PR2	609	497	9760	42100	0000	33.48	2025	Operating supplies Tape
AMZN MKTP US*Z778C53D2	100	420	2100	42102	0000	1,060.00	2025	Garage Fans
AMZN MKTP US*Z795B02E0	100	420	2100	42102	0000	40.96	2025	Zep Floor Cleaner
AMZN MKTP US*ZC1NO4FM1	100	410	1325	42000	0000	53.88	2025	Name plates
AMZN MKTP US*ZC1TC1DU0	100	410	1940	42102	0000	42.13	2025	Misty Bowl Cleaner for All Bldgs.
AMZN MKTP US*ZC4QF9262	100	430	3000	42180	0000	109.99	2025	Carhartt Bibs
AMZN MKTP US*ZC8HF0G60	100	410	1520	42000	0000	14.75	2025	Thermal Printer Paper for Note Counter
AMZN MKTP US*ZG1MC3251	205	450	5205	42550	0000	17.00	2025	Concessions Stock
AMZN MKTP US*ZG1ST6BF0	100	430	3000	42100	0000	81.58	2025	Earplugs
AMZN MKTP US*ZG3354IW1	100	420	2210	42105	0000	189.99	2025	Electric Trailer Jacket
AMZN MKTP US*ZG5743971	100	410	1520	42010	0000	399.99	2025	Document Scanner for Hannah Scharber
APPLE.COM/BILL	100	420	2100	44330	0000	2.99	2025	iCloud Storage Plan - February
BCA TRAINING EDUCATION	100	420	2100	44360	0000	75.00	2025	BCA-DMT Training Recertification
BCA TRAINING EDUCATION	100	420	2100	44360	0000	75.00	2025	BCA DMT Training Recertification
BELLAGIO - ADV DEP	100	410	1325	44360	0000	300.46	2025	ADP Pro Summit conference Accomodation
BLUEBEAM INC.	100	410	1950	43190	0000	330.00	2025	Renew BlueBeam License
BT *DGS RETAIL	609	497	9760	42100	0000	215.32	2025	Display signs
BWY*FBINAA NATL OFFICE	100	420	2100	44330	0000	125.00	2025	FBI NAA Annual Dues - 2025
CANVA* I04405-64109622	100	420	2230	43500	0000	50.00	2025	HazMat Inspection Cards
CASEYS #3460	100	420	2100	42120	0000	53.23	2025	Fuel for DTF Squad
CENTERPOINTENERGY MN GAS	100	410	1940	43830	0000	444.89	2024	Hassan Town Hall Gas Nov & Dec 2024
CENTERPOINTENERGY MN GAS	100	410	1940	43830	0000	561.09	2025	Centerpoint Energy Balance-CR- Feb
CENTERPOINTENERGY MN GAS	100	410	1940	43830	0000	142.44	2025	Centerpoint Energy Balance-CR- Feb
CENTERPOINTENERGY MN GAS	100	410	1940	43830	0000	561.09	2025	Centerpoint Energy Balance-CR- Feb
CENTERPOINTENERGY MN GAS	100	420	2210	43830	0000	440.86	2025	Centerpoint Energy Balance-Fire Dept - Feb
CENTERPOINTENERGY MN GAS	100	420	2210	43830	0000	111.91	2025	Centerpoint Energy Balance-Fire Dept - Feb
CENTERPOINTENERGY MN GAS	100	420	2210	43830	0000	440.86	2025	Centerpoint Energy Balance-Fire Dept - Feb
CHEWY.COM	100	420	2100	42107	0000	104.49	2025	Dog food for Zeus K9
CK HOLIDAY # 06405	100	420	2210	44040	0000	16.50	2025	Squad/Rescue Car Wash
COMCAST CABLE COMM	100	410	1330	43250	0000	150.00	2025	Internet Service - IS - Jan 15- Feb 14
COMCAST CABLE COMM	100	410	1941	43250	0000	79.04	2025	Analog, Internet and TV service - Event Center Jan 15 - Feb 14
COMCAST CABLE COMM	100	420	2100	43210	0000	291.14	2025	Analog and TV Service - Police - Jan 15- Feb 14
COSTCO WHSE #0372	609	497	9760	42100	0000	172.98	2025	Monitor Mount
COSTCO WHSE #0648	100	420	2210	44385	0000	26.99	2025	Promotion Ceremony Cake
COSTCO WHSE #0648	100	450	5186	43444	0000	136.76	2025	Coffee, Milk, measuring cups, batteries for décor for Dining
CUB FOODS	609	497	9760	42540	0000	19.29	2025	RWAS Pop
CUB FOODS	609	497	9760	42000	0000	4.81	2025	binder and file folders
CUB FOODS	609	497	9760	42100	0000	32.59	2025	Operating Supplies towels and air freshner
CUB FOODS	609	497	9760	42100	0000	30.78	2025	Kleenex & Pet Cleaner
CUB FOODS- ROGERS	100	410	1325	44360	0000	54.19	2025	Wellness Day employee event
CUB FOODS- ROGERS	205	450	5205	42550	0000	11.12	2025	Concessions Stock
DAVANNI'S #21 ROGERS	100	420	2100	44360	0000	453.42	2025	Annual Dept Training lunch at RPD
DIMAGIOS PIZZA	100	410	1325	44360	0000	448.61	2025	Wellness Day employee event
ECKBERG LAMMERS PC	100	420	2100	44360	0000	798.00	2025	LETAC-Use of Force Symposium-Nelson & DeMorett
ECKBERG LAMMERS PC	100	420	2100	44360	0000	2,097.00	2025	LETAC FTO School for Wilhoite, Herold, DeMorett
ECM SUBSCRIPTIONS	100	420	2100	44330	0000	104.80	2025	Crow River News subscription
EFILEMYFORMS.COM	100	410	1520	42000	0000	76.84	2024	Expense to E-File 2024 1099-MISC
EFILEMYFORMS.COM	100	410	1520	42000	0000	280.01	2024	Expense to E-File 2024 1099-NEC
ELECTRICBARGAINSTORES.	100	420	2100	42102	0000	298.08	2025	Lights for PD (Ordered per J. Doboszenski)
FACEBK *BZXB5JYGX2	100	450	5186	43420	0000	15.00	2025	Wellness Program Ad
FACEBK *M37MMMQHX2	100	410	1941	43420	0000	13.73	2025	Wedding Fair Ad
FACEBK *R42M9J4HX2	100	450	5186	43420	0000	17.00	2025	Wellness Program Ad

February 2025 US Bank P-Card Allocations								
Vendor	Account					Amount	Fiscal Year	Description
FACEBK *S6DB6JLHX2	100	410	1941	43420	0000	1.96	2025	Wedding Fair Ad
FACEBK *UYDU7K4HX2	100	410	1941	43420	0000	19.00	2025	Wedding Fair Ad
FSP BOOKS, INC	100	420	2210	44360	0000	121.96	2025	Fire Instructor I & Officer I Test Prep Books
FSP*MN GOVT FINANCE OFFIC	100	410	1520	44330	0000	70.00	2025	MNGFOA 2025 Membership - Bruska
FUSION LEARNING PARTNERS	100	410	1950	44360	0000	550.00	2025	2025 CEAM Conference - Albers
GALLUP	100	410	1330	44360	0000	39.98	2025	strength based finder assessment - Johnson and Bainey
GIG*CAPTAIN COOL KID	100	450	5120	43445	0000	220.00	2025	Entertainment in the Park performer
GOVERNMENT FINANCE OFF	100	410	1520	44360	0000	50.00	2025	GFOA On Demand CPE - 10 Steps To Processing Payroll - Matt
GRAMMARLY CO*A00NWRY	100	450	5120	44330	0000	69.98	2025	Annual Subscription
GRAMMARLY CO*A00NWRY	205	450	5205	44330	0000	69.97	2025	Annual Subscription
HOLIDAY STATIONS 0405	609	497	9780	42540	0000	50.03	2025	Event center pop
IACP	100	420	2100	44330	0000	220.00	2025	IACP Annual Dues - 2025
IN *MN CHIEFS OF POLICE A	100	420	2100	44360	0000	3,950.00	2025	ETI Conference x6 - Wills, Foster, Beck, Pearson, Nelson, Tomasko
ISFSI.ORG	100	420	2210	44330	0000	135.00	2025	2025 Membership P. Farrens
JERSEY MIKES 24026	100	420	2210	44360	0000	50.41	2025	Lunch for Larry H, Kaari G, and Jeff E for Duluth Fire Inspector test
JIMMY JOHNS # 1235 -	100	420	2100	44360	0000	265.18	2025	EMR Training lunch at RPD
JIMMY JOHNS # 1235 -	100	420	2100	44360	0000	60.36	2025	EMR Training lunch at RPD
JIMMY JOHNS # 1235 -	100	420	2100	44360	0000	265.18	2025	EMR Training lunch at RPD
JIMMY JOHNS # 1235 -	100	420	2210	44360	0000	395.24	2025	Lunch Asst Chief interviews
JIMMY JOHNS # 1235 -	100	450	5120	43445	0000	315.00	2025	Vendor lunches for Wedding Fair
JIMMY JOHNS # 382	100	420	2100	44360	0000	14.93	2025	RDS School Lunch
KNOWBE4, INC.	100	410	1330	43190	0000	1,544.40	2025	Annual phishing training license
KWIK TRIP #812	100	420	2100	42120	0000	43.49	2025	Fuel for DTF Squad
KWIK TRIP #930	100	420	2210	42120	0000	94.26	2025	Gas for UT21 drive to and from Duluth Fire Inspector Test
LEAGUE OF MINNESOTA CITI	100	430	3000	44360	0000	20.00	2025	LMC Safety & Loss Control Workshop-Houser
LEAGUE OF MINNESOTA CITI	100	430	3000	44360	0000	20.00	2025	LMC Safety & Loss Control Workshop-Knapp
LEAGUE OF MINNESOTA CITI	100	430	3000	44360	0000	20.00	2025	LMC Safety & Loss Control Workshop-Iwanok
LEAGUE OF MINNESOTA CITI	100	430	3000	44360	0000	20.00	2025	LMC Safety & Loss Control Workshop-Abrahamson
LEAGUE OF MINNESOTA CITI	100	430	3000	44360	0000	20.00	2025	LMC Safety & Loss Control Workshop-Conner
LEAGUE OF MINNESOTA CITI	100	430	3000	44360	0000	20.00	2025	LMC Safety & Loss Control Workshop-Jarvi
MAILCHIMP	100	410	1325	43190	0000	45.00	2025	Monthly email list serve
MENARDS MAPLE GROVE MN	205	450	5205	42100	0000	27.73	2025	Electrical Timer Switch & Threadlocker
MIAMA	205	450	5205	44360	0000	180.00	2025	MIAMA Spring Workshop Bauer, Tong, Goodrich
MINN FIRE SVC CERT BOARD	100	420	2210	44360	0000	142.00	2025	Instuctor II Test-Hagen
MINNESOTA STATE COLLEGES	100	410	1325	44360	0000	395.00	2025	MCFOA Conference - Brown
MISTER CAR WASH #1601	100	420	2100	44040	0000	35.88	2025	Beck car wash plan - Squad 6845
MISTER CAR WASH #1601	100	420	2100	44040	0000	35.88	2025	Wills car wash plan - Squad 6831
MISTER CAR WASH #1601	100	420	2100	44040	0000	35.88	2025	Foster car wash plan - Squad 6844
MISTER CAR WASH #1601	100	420	2210	44040	0000	35.88	2025	SQ1 Car Wash Pass
MN COUNSELING AND COUPLES	100	420	2100	43140	0000	154.90	2025	Wellness Visit
MN DVS CAMBRIDGE 090 448	100	420	2100	44370	0000	47.00	2025	Investigation Trailer Registration - VIN 6975
MN DVSCAMBRIDGE090448 FEE	100	420	2100	44370	0000	1.01	2025	2.15% Credit Card Fee Trailer Reg - VIN 6975
MN RECREATION AND PARK A	100	450	5186	44330	0000	40.00	2025	Dues for MN Association of Senior Services
MN RECREATION AND PARK A	100	450	5200	44380	0000	655.00	2025	MN. Rec. & Park Assn.-Certification for Daluge
NATIONAL REGISTRY EMT	100	420	2210	44360	0000	104.00	2025	NREMT Test-Beach
NATIONAL REGISTRY EMT	100	420	2210	44360	0000	104.00	2025	NREMT Test-Carlson
NRPA OPERATING	100	450	5186	44330	0000	180.00	2025	Dues for National Recreation & Park Association
PAPA MURPHY'S MN107 OLO	100	410	1940	44310	0000	20.53	2025	Pizza for Safety Meeting
PATCH MY PC LLC	100	410	1330	43190	0000	2,249.10	2025	2025 Computer Patching service
PAYPAL *METROPOLITA	100	420	2500	44330	0000	50.00	2025	2025 Membership P. Farrens
POPEYES 11437	100	420	2100	44360	0000	11.64	2025	RDS School Lunch
PSN*MINNESOTA RWA MN	601	494	9440	44360	0000	350.00	2025	MRWA Technical Conference - Knapp
PSN*MINNESOTA RWA MN	601	494	9440	44360	0000	350.00	2025	MRWA Technical Conference - Conner
PSN*MINNESOTA RWA MN	601	494	9440	44360	0000	350.00	2025	MRWA Technical Conference - Abrahamson
PSN*MINNESOTA RWA MN	601	494	9440	44360	0000	350.00	2025	MRWA Technical Conference - Jarvi
PY *FIVE STAR STORAGE JAM	100	420	2210	44100	0000	1,191.00	2025	10x30 Storage Unit Rental
ROGERS TRUE VALUE	100	420	2100	42000	0000	9.02	2025	Supplies - blue tape
ROGERS TRUE VALUE	609	497	9760	42100	0000	28.26	2025	Operating supplies Tape
ROGERS TRUE VALUE	609	497	9760	42100	0000	30.45	2025	Operating supplies Tape
SAMS CLUB RENEWAL	100	430	3000	44330	0000	55.00	2025	Sams Club Annual Membership Renewal Fournier
SAMS CLUB RENEWAL	205	450	5205	44330	0000	55.00	2025	Sams Club Annual Membership Renewal Bauer
SAMSCLUB.COM	205	450	5205	42550	0000	62.62	2025	Concessions Stock
SAMSCLUB.COM	205	450	5205	42550	0000	627.54	2025	Concessions Stock
SAMSCLUB.COM	205	450	5205	42550	0000	(33.98)	2025	Concession Stock Refund Shipment Damaged
SAMSCLUB.COM	205	450	5205	42550	0000	73.56	2025	Concessions Stock
SAMSCLUB.COM	205	450	5205	42100	0000	83.40	2025	Cleaning Supplies, towels, detergent
SAMSCLUB.COM	205	450	5205	42550	0000	132.98	2025	Concessions Stock
SAMSCLUB.COM	205	450	5205	42550	0000	(36.78)	2025	Concession Stock refund Shipment Lost
SAMSCLUB.COM	205	450	5205	42550	0000	276.44	2025	Concessions Stock
SAMSCLUB.COM	205	450	5205	42100	0000	41.76	2025	Disinfectant Spray
SAMSCLUB.COM	205	450	5205	42550	0000	209.12	2025	Concessions Stock
SAMSCLUB.COM	205	450	5205	42550	0000	237.44	2025	Concessions Stock
SAMSCLUB.COM	205	450	5205	42550	0000	244.20	2025	Concessions Stock
SAMSCLUB.COM	205	450	5205	42550	0000	466.40	2025	Concessions Stock
SHORT OR TALL	205	450	5205	44360	0000	35.02	2025	Naming Rights Lunch with potential client Bauer Stahmer
SP LAUREL DENISE	100	420	2210	42000	0000	69.63	2025	Planner
SP MEDITACKITS.COM	100	430	3000	42100	0000	118.68	2025	3) Tourniquet First Aid Kits & other First Aid Items

February 2025 US Bank P-Card Allocations								
Vendor	Account					Amount	Fiscal Year	Description
SP SPARX HOCKEY	205	450	5205	44040	0000	347.53	2025	Skate sharpener repair
SPEEDWAY 04097	100	420	2210	42120	0000	40.74	2025	Fuel for off-site trainings
SQ *ALL SEASONS CANINE CO	100	420	2100	43105	0000	50.00	2025	2 Days Boarding for K9 Zeus
SQ *EDGE BAR + BOUTIQUE	100	410	1520	44360	0000	25.78	2025	Coffee - Payroll Clerk Interview
SQ *MINNESOTA CIT OFFICER	207	420	2100	44360	0000	975.00	2025	MN CIT Training
SQ *MINNESOTA LAW ENFORCE	100	420	2100	44330	0000	50.00	2025	MN LEAP Annual Dues
SQ *SQUARE PAID SERVICES	205	450	5205	44300	0000	35.00	2025	02/25 Square Location Fee RAC
SQ *SQUARE PAID SERVICES	609	497	9780	44300	0000	35.00	2025	02/25 Square Location Fee Event Center
SQSP* INV169230517	100	410	1325	44330	0000	276.00	2025	Annual City of Rogers website subscription Feb 25-26
STORMTRAININGGROUP.COM	100	420	2100	44360	0000	299.00	2025	Storm- Investigation Training - 3/19/25
STREICHER'S MPLS	100	420	2100	42180	0000	86.27	2025	Uniform Pant Purchase and Alteration J. Foster
SURVEYMONK* T 46455012	100	420	2210	44330	0000	468.00	2025	2025 Yearly Subscription Surveys
SWIFTYPE, INC.	100	410	1325	43190	0000	79.00	2025	Search engine widget for website - Feb
TARGET.COM *	205	450	5205	42550	0000	15.96	2025	Concessions Stock
THE HOME DEPOT #2821	100	420	2100	42103	0000	93.78	2025	Trailer Hitch
THE HOME DEPOT #2840	100	420	2100	42102	0000	139.31	2025	Tools
THE HOME DEPOT #2844	100	420	2210	42100	0000	63.17	2025	Misc items for Station 2.
THE STAR TRIBUNE CIRCULAT	100	420	2100	44330	0000	49.27	2025	Star Tribune 13 week subscription charge
THE UPS STORE 5116	205	450	5205	43220	0000	31.54	2025	Shipping for skate sharpener repair
THE WEBSTAURANT STORE INC	100	410	1950	42000	0000	42.61	2025	Napkins for Lunchroom
THE WEBSTAURANT STORE INC	100	430	3000	42000	0000	42.61	2025	Napkins for Lunchroom
THE WEBSTAURANT STORE INC	100	450	5200	42000	0000	42.61	2025	Napkins for Lunchroom
THE WEBSTAURANT STORE INC	205	450	5205	44010	0000	659.98	2025	Replacement Faucets
THE WEBSTAURANT STORE INC	205	450	5205	42550	0000	764.06	2025	Concessions Stock
THE WEBSTAURANT STORE INC	601	494	9440	42000	0000	42.61	2025	Napkins for Lunchroom
THE WEBSTAURANT STORE INC	602	495	9490	42000	0000	42.61	2025	Napkins for Lunchroom
THE WEBSTAURANT STORE INC	603	496	9495	42000	0000	42.60	2025	Napkins for Lunchroom
TIDE DRY CLEANERS MAPLE G	100	420	2210	42180	0000	30.16	2025	Uniforms Dry Cleaning
TUFF PRODUCTS BRAND	207	420	2100	42105	0000	1,190.00	2025	Active Shooter Bags
U OF M CONTLEARNING OL	100	430	3120	44360	0000	70.00	2025	Safety Zone Training-Sable & Scharber
U OF M CONTLEARNING OL	100	430	3120	44360	0000	300.00	2025	Pavement Mgmt. Training-Reemts, Scharber, Desens, Tiemann
USPS PO 2680000985	100	420	2100	43220	0000	46.45	2025	Return Postage for medical products
VCN*MONTICELLODMVCTR	100	420	2100	44370	0000	33.20	2025	Police Dept Veh Registration + 2.15% CC fee
VCN*MONTICELLODMVCTR	100	420	2100	44370	0000	16.60	2025	Police Dept Veh Registration + 2.15% CC fee
VCN*MONTICELLODMVCTR	100	420	2210	44370	0000	37.80	2025	Fire Dept Veh Registration + 2.15% CC fee
VCN*MONTICELLODMVCTR	100	430	3000	44370	0000	33.70	2025	Public Works Veh Registration + 2.15% CC fee
VECTEEZY * PRO	100	410	1325	44330	0000	20.67	2025	Graphics for city website, social, and newsletter Annual
VISTAPRINT	100	420	2100	43500	0000	369.99	2025	Vistaprint Stickers of new seal
VZWRLSS*APOCC VISB	100	410	1325	43250	0000	208.09	2025	Administration Dept Cell Phones - Jan
VZWRLSS*APOCC VISB	100	410	1330	43250	0000	24.17	2025	IS Cell Phones - Jan
VZWRLSS*APOCC VISB	100	410	1910	43250	0000	124.17	2025	Planning and Community Development - Jan
VZWRLSS*APOCC VISB	100	410	1940	43250	0000	102.11	2025	Custodian - Jan
VZWRLSS*APOCC VISB	100	410	1941	43250	0000	20.70	2025	Community Room Cell Phone - Jan
VZWRLSS*APOCC VISB	100	410	1950	43250	0000	186.26	2025	Engineering Cell Phone - Jan
VZWRLSS*APOCC VISB	100	420	2100	43250	0000	1,847.97	2025	Police Department Cell Phones - Jan
VZWRLSS*APOCC VISB	100	420	2210	43250	0000	165.57	2025	Fire Dept cell phones - Jan
VZWRLSS*APOCC VISB	100	430	3000	43250	0000	103.47	2025	PW Cell Phone - Jan
VZWRLSS*APOCC VISB	100	450	5120	43250	0000	41.37	2025	Recreation and Facilities Coordinator - Jan
VZWRLSS*APOCC VISB	100	450	5186	43250	0000	20.70	2025	Senior Center Cell Phone - Jan
VZWRLSS*APOCC VISB	100	450	5200	43250	0000	82.78	2025	Parks Cell Phone - Jan
VZWRLSS*APOCC VISB	205	450	5205	43250	0000	87.78	2025	RAC Cell Phone - Jan
VZWRLSS*APOCC VISB	601	494	9440	43250	0000	82.78	2025	Water Cell Phone - Jan
VZWRLSS*APOCC VISB	602	495	9490	43250	0000	82.78	2025	Sewer Cell Phone - Jan
VZWRLSS*APOCC VISB	603	496	9495	43250	0000	41.39	2025	Storm Water Cell Phone - Jan
VZWRLSS*APOCC VISB	609	497	9760	43250	0000	274.16	2025	Liquor Cell Phones - Jan
VZWRLSS*MY VZ VB P	100	410	1325	43250	0000	206.95	2024	Administration Dept Cell Phones - Dec
VZWRLSS*MY VZ VB P	100	410	1330	43250	0000	424.15	2024	IS Cell Phones- Dec
VZWRLSS*MY VZ VB P	100	410	1410	42000	0000	(23.16)	2024	Elections - Dec
VZWRLSS*MY VZ VB P	100	410	1910	43250	0000	124.71	2024	Planning and Community Development -Dec
VZWRLSS*MY VZ VB P	100	410	1940	43250	0000	71.38	2024	Custodian -Dec
VZWRLSS*MY VZ VB P	100	410	1941	43250	0000	20.70	2024	Community Room Cell Phone - Dec
VZWRLSS*MY VZ VB P	100	410	1950	43250	0000	1,058.70	2024	Engineering Cell Phone - Dec
VZWRLSS*MY VZ VB P	100	420	2100	43250	0000	10,267.32	2024	Police Department Cell Phones -Dec
VZWRLSS*MY VZ VB P	100	420	2210	43250	0000	315.56	2024	Fire Dept cell phones - Dec
VZWRLSS*MY VZ VB P	100	430	3000	43250	0000	148.46	2024	PW Cell Phone -Dec
VZWRLSS*MY VZ VB P	100	450	5120	43250	0000	41.39	2024	Recreation and Facilities Coordinator -Dec
VZWRLSS*MY VZ VB P	100	450	5186	43250	0000	20.70	2024	Senior Center Cell Phone -Dec
VZWRLSS*MY VZ VB P	100	450	5200	43250	0000	82.78	2024	Parks Cell Phone -Dec
VZWRLSS*MY VZ VB P	205	450	5205	43250	0000	237.75	2024	RAC Cell Phone -Dec
VZWRLSS*MY VZ VB P	601	494	9440	43250	0000	97.78	2024	Water Cell Phone -Dec
VZWRLSS*MY VZ VB P	602	495	9490	43250	0000	97.78	2024	Sewer Cell Phone -Dec
VZWRLSS*MY VZ VB P	603	496	9495	43250	0000	71.38	2024	Storm Water Cell Phone -Dec
VZWRLSS*MY VZ VB P	609	497	9760	43250	0000	124.17	2024	Liquor Cell Phones -Dec
WAL-MART #3209	100	450	5186	43443	0000	147.50	2025	Candy, Snacks, Bingo Prizes
WWW.DOODLE.COM	100	410	1325	44330	0000	83.40	2025	2025 Annual subscription cost
WWW.IAFC.ORG	100	420	2210	44330	0000	227.91	2025	2025 Membership P. Farrens
WWW.SIRIUSCOM.COM	100	410	1325	43190	0000	65.00	2024	Administration Office G3 licenses - 5 licenses

February 2025 US Bank P-Card Allocations								
Vendor	**Account**					**Amount**	**Fiscal Year**	**Description**
WWW.SIRIUSCOM.COM	100	410	1330	43190	0000	1,971.94	2024	Office 365 licenses
WWW.SIRIUSCOM.COM	100	410	1330	43190	0000	679.80	2024	Intune Project
WWW.SIRIUSCOM.COM	100	410	1330	43190	0000	39.00	2024	IS Office 365 G3 licenses - 3
WWW.SIRIUSCOM.COM	100	410	1330	43250	0000	672.78	2024	Teams Phones and shared Devices
WWW.SIRIUSCOM.COM	100	410	1520	43190	0000	65.00	2024	Finance Office G3 - 5 licenses
WWW.SIRIUSCOM.COM	100	410	1910	43190	0000	39.00	2024	Community dev. Office 365 G3 - 3 licenses
WWW.SIRIUSCOM.COM	100	410	1941	43190	0000	6.50	2024	Schmiedlin G3 license (1/2)
WWW.SIRIUSCOM.COM	100	410	1950	43190	0000	39.00	2024	Engineering G3 licenses: Bendiske, Albers, Williams
WWW.SIRIUSCOM.COM	100	420	2100	43190	0000	429.00	2024	Police Office G3 licenses - 33 licenses
WWW.SIRIUSCOM.COM	100	420	2210	43190	0000	577.47	2024	Office 365 licenses for 37 fire fighters
WWW.SIRIUSCOM.COM	100	420	2210	43190	0000	52.00	2024	Fire Office G3 Licenses - Patrick, Jeff, Jason, Ashley
WWW.SIRIUSCOM.COM	100	430	3000	43190	0000	91.00	2024	PW G3 License, 8 licenses
WWW.SIRIUSCOM.COM	100	450	5120	43190	0000	13.00	2024	Bauer and Goodrich G3 license
WWW.SIRIUSCOM.COM	100	450	5120	43190	0000	13.00	2024	Hanson G3 license
WWW.SIRIUSCOM.COM	100	450	5186	43190	0000	6.50	2024	Schmiedlin G3 license (1/2)
WWW.SIRIUSCOM.COM	205	450	5205	43190	0000	13.00	2024	Bauer and Goodrich G3 license
WWW.SIRIUSCOM.COM	601	494	9440	43190	0000	8.67	2024	Office G3 Licenses: Parker, Knapp
WWW.SIRIUSCOM.COM	602	495	9490	43190	0000	10.00	2024	Office G3 Licenses: Parker, Knapp
WWW.SIRIUSCOM.COM	603	496	9495	43190	0000	10.00	2024	Office G3 Licenses: Parker, Knapp
WWW.SIRIUSCOM.COM	609	497	9760	43190	0000	15.00	2024	Office G3 Licenses: Cole, Agnes, Kolstad,
ZOOM.COM 888-799-9666	100	410	1330	43190	0000	126.97	2025	Zoom licenses Jan 19 - Feb 18
	100	**000**	**0000**	**10100**	**0000**	**(55,872.08)**		**February 2025 P-Card Allocations**
	205	**000**	**0000**	**10100**	**0000**	**(5,477.15)**		**February 2025 P-Card Allocations**
	207	**000**	**0000**	**10100**	**0000**	**(2,165.00)**		**February 2025 P-Card Allocations**
	601	**000**	**0000**	**10100**	**0000**	**(1,753.23)**		**February 2025 P-Card Allocations**
	602	**000**	**0000**	**10100**	**0000**	**(246.30)**		**February 2025 P-Card Allocations**
	603	**000**	**0000**	**10100**	**0000**	**(178.49)**		**February 2025 P-Card Allocations**
	609	**000**	**0000**	**10100**	**0000**	**(1,373.39)**		**February 2025 P-Card Allocations**
				Total		**(67,065.64)**		
				Payment Total		**67,065.64**		
				Difference		**-**		

STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: March 25, 2025

Agenda Item: 5.3

Subject: Approval of Resolution 2025-24 Releasing the Development Agreement for Saddle Ridge
Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Motion to approve of Resolution 2025-24 releasing the development agreement with Saddle Ridge Investments, LLC for the Saddle Ridge development.

Overview / Background / Analysis

On July 26th, 2024, the City of Rogers entered into a Development Agreement with Saddle Ridge Investments, LLC related to a 9-lot rural residential subdivision named Saddle Ridge. Following the execution of the Development Agreement, the developer completed related grading and infrastructure work as defined in the development plans. At the January 28, 2025 meeting, the City Council approved a resolution authorizing the release of the letter of credit for the development contingent upon the final review and approval by the engineering department and receipt of a warranty bond. All items and obligations of the development, as defined in the Development Agreement, have been addressed and the Development Agreement may now be released by the city. The proposed resolution releases the Development Agreement.

Staff Recommendation

Staff recommends approval of Resolution 2025-24 releasing the development agreement with Saddle Ridge Investments, LLC for the Saddle Ridge development.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

A. Resolution No. 2025-24 Saddle Ridge DA Release

CITY OF ROGERS
RESOLUTION NO. 2025-24

A RESOLUTION RELEASING THE DEVELOPMENT AGREEMENT FOR SADDLE RIDGE

WHEREAS, in accordance with the Subdivision Agreement for Saddle Ridge dated July 26th, 2024, Saddle Ridge Investments LLC, developer of the Saddle Ridge Development, was allowed to commence construction work for said development, and

WHEREAS, the Development Agreement was submitted to and recorded with Hennepin County on August 6, 2024, as Document No. 11303191; and

WHEREAS, the City has reviewed the Agreement and has determined all terms and conditions described therein have been satisfied by the Developer, and that improvements related to the Development are deemed compete.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Rogers, County of Hennepin, Minnesota, the Mayor and City Clerk are hereby authorized to release the Development Agreement for Saddle Ridge with Saddle Ridge Investments, LLC, a Minnesota Limited Liability Company as described in Exhibit A.

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 25th day of March, 2025.

____
Mayor

ATTEST:

____
City Clerk

EXHIBIT A

RELEASE OF DEVELOPMENT AGREEMENT WITH SADDLE RIDGE INVESTMENTS, LLC, A MINNESOTA LIMITED LIABILITY COMPANY

The City of Rogers hereby states that Saddle Ridge Investments, LLC, a Minnesota Limited Liability Company, has met the conditions of a certain Development Agreement entered onto on July 26th, 2024, between Saddle Ridge Investments, LLC, a Minnesota Limited Liability Company, and the City of Rogers, a municipal corporation under the laws of Minnesota, for the construction of the nine-lot rural residential subdivision named Saddle Ridge. The Development Agreement was recorded on August 6, 2024 with the Hennepin County Recorder as Document No. 11303191. The legal description of the property subject to the Development Agreement is as follows:

LOTS 1 THROUGH 9 INCLUSIVE, BLOCK 1; OUTLOTS A AND B, SADDLE RIDGE, HENNEPIN COUNTY, MINNESOTA

The City hereby **RELEASES** Developer, its successors and assigns, from the terms and conditions of said Development Agreement.

CITY OF ROGERS

By ______________________________
Shannon Klick
Mayor

By ______________________________
Stacie Brown
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The forgoing instrument was acknowledged before me this 25th day of March, 2025 by Shannon Klick and Stacie Brown, the Mayor and City Clerk of the City of Rogers, a Minnesota municipal corporation, on behalf of the corporation.

____
Notary Public

STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: March 25, 2025

Agenda Item: 5.4

Subject: Approval of the 2nd Amendment to the Purchase Agreement with Jacob Ventures, LLC (Ray Js) to Extend Due Diligence Timing
Prepared By: Brett Angell, Community Development Director

Recommended Council Action
Motion to approve the Second Amendment to the Purchase Agreement with Jacob Ventures, LLC (Ray Js American Grill) to extend the due diligence timing.

Overview / Background / Analysis
At the July 23rd, 2024 meeting, the City Council approved a purchase agreement with Jacob Ventures, LLC ("Buyer"), more commonly referenced as Ray Js American Grill, for the sale of 2.7-acres of city-owned property at County Rd 144 and Northdale Blvd. The purchase agreement was for the development of a new bar and restaurant on the property which would be owned and operated under the Ray Js name. Following the execution of the purchase agreement, the Buyer submitted land use applications pertaining to the proposed development, which were subsequently approved by the City Council.

At the November 26th, 2024 meeting, the City Council approved the 1st amendment to the purchase agreement, which slightly reduced the sale price of the property due to identified soil work that would be needed at the property. No other components of the original agreement changed with the 1st amendment.

The proposed 2nd amendment to the purchase agreement would extend the existing due diligence timing an additional 120 days. The purpose of this extension would be to allow the Buyer to finalize the construction plans with their contractor and finalize their financing with their selected lender. The current due diligence period is nearing an end and without an extension, the Buyer would be unable to close due to their financing package not being complete. If approved, the closing would occur in July at the latest. Should the Buyer complete their financing and construction plans prior to the end of the due diligence period, they do have the ability to waive any remaining due diligence time and close early.

Staff Recommendation
Staff recommends approval of the Second Amendment to the Purchase Agreement with Jacob Ventures, LLC to extend the due diligence timing.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

A. Second Amendment to Purchase Agreement
B. Location Map

SECOND AMENDMENT TO PURCHASE AGREEMENT

THIS SECOND AMENDMENT is made and entered into this 25th day of March, 2025 ("Effective Date"), by and between the City of Rogers, a Minnesota municipal corporation (the "Seller") and Jacob Ventures, LLC., a Minnesota limited liability company (the "Buyer").

RECITALS

1) The Seller is the fee owner of approximately 2.72 acres of real property legally described at Lot 3, Block 1, Uptown Rogers 3rd Addition, Hennepin County, Minnesota (the "Property").

2) The Seller has agreed to sell and the Buyer has agreed to purchase the Property, following the Buyer's environmental investigation and testing of the Property, and subject to the additional terms and conditions of the purchase agreement duly executed between the parties on July 9, 2024 (the "Purchase Agreement").

3) The Seller and Buyer agreed to a First Amendment to the Purchase Agreement on November 25, 2024 adjusting the purchase price due to soil correction costs.

4) The parties agree to amend the Due Diligence timing of the agreement to allow the Buyer sufficient time to finalize construction contracts and financing for the development.

NOW, THEREFORE, the parties hereto agree as follows:

1) The Due Diligence Period (Section 5 of the Purchase Agreement) shall be amended to allow for an additional one hundred and twenty (120) days from the date of this agreement of due diligence timing.

2) All other terms of the purchase agreement and any amendments remain binding.

[*Signatures on following page.*]

BUYER:
Jacob Ventures, LLC

By: ________________________________
Mark Jacob, President

SELLER:
City of Rogers

By: ________________________________
Shannon Klick, Mayor

By: ________________________________
Stacie Brown, City Clerk

LOCATION MAP

STAFF REPORT **Meeting Date**: March 25, 2025

ROGERS CITY COUNCIL **Agenda Item**: 5.5

Subject: Approve Corrected Notice of Funding Restriction (NOFR) for Steig Woods, City Project No. 2303
Prepared By: Doran Cote, Public Works Director/City Engineer

Recommended Council Action

Motion to Approve Corrected Notice of Funding Restriction (NOFR) for Steig Woods, City Project No. 2303

Overview / Background / Analysis

A Notice of Funding Restriction (NOFR) for Stieg Woods was approved by the City Council on February 11, 2025 and subsequently recorded. That version of the NOFR was approved by staff from the Lessard-Sams Outdoor Heritage Council. When staff sought the final grant payment through the Minnesota Department of Natural Resources (MnDNR), MnDNR staff advised that four corrections to the NOFR were required. The corrected NOFR includes the following <u>underlined</u> changes:

1. In paragraph 2, the last sentence indicates the proceeds are from the Environment and Natural Resource Trust Fund, but these funds are from the <u>Outdoor Heritage Fund.</u>
2. In paragraph 3, the reference to MN Statute 97A.056 doesn't reference <u>Subdivision 15c</u> – the subdivision needs to be added.
3. In paragraph 4, the language indicates "prior written approval of the Legislative-Citizen Commission on Minnesota Resources…" but needs to be the <u>Lessard-Sams Outdoor Heritage Council.</u>
4. The last sentence of the property interest statement needs to be updated to say: <u>The ownership of the interest in real property transfers to the state if: (1) the holder of the interest in real property fails to comply with the terms and conditions of the grant agreement or accomplishment plan; or (2) restrictions are placed on the land that preclude its use for the intended purpose as specified in the appropriation.</u>

Staff Recommendation

Motion to Approve Corrected Notice of Funding Restriction (NOFR) for Steig Woods, City Project No. 2303

Financial Impact: N/A

Source Fund: N/A

Budgeted?

Supporting Documentation

A. NOFR Recorded

B. NOFR Corrected

LAND TYPE Torrens (T)

DOC NUM 6121672

Certified, filed and/or recorded on
Feb 21, 2025 9:53 AM

Office of the Registrar of Titles
Hennepin County, Minnesota
Amber Bougie, Registrar of Titles
Daniel Rogan, County Auditor and Treasurer

Deputy 26 Pkg ID 2759547E

Document Recording Fee	$46.00
Document Total	$46.00

Existing Certs
1583175

This cover sheet is now a permanent part of the recorded document.

(Space Above Reserved For Recording Information)

(Document Number w/ County)

NOTICE OF FUNDING RESTRICTIONS

City of Rogers is the fee owner of a certain piece or parcel of land located in Hennepin County, Minnesota, more particularly described in the Legal Description as shown in Exhibit A attached hereto and made part hereof (the "Property").

Notice is hereby given that the City of Rogers acquired the Property with Outdoor Heritage Fund for Big Woods Protection at Stieg Woods, ML 2022, Ch. 77, Art. 1, Sec. 2, subd. 3(d) pursuant to a Grant Agreement effective July 1, 2022. As such, the funds are proceeds from the Environment and Natural Resource Trust Fund.

City of Rogers is placing this notice of record in accordance with Minn. Statute 97A.056 to provide notice of the following:

"This interest in real property shall be administered in accordance with the terms, conditions, and purposes of the grant agreement or work program controlling the acquisition of the property. The interest in real property, or any portion of the interest in real property, shall not be sold, transferred, pledged, or otherwise disposed of or further encumbered without obtaining the prior written approval of the Legislative-Citizen Commission on Minnesota Resources or its successor. If the holder of the interest in real property fails to comply with the terms and conditions of the grant agreement or work program, ownership of the interest in real property shall transfer to this state."

IN WITNESS WHEREOF, City of Rogers has set its hand and seal this 11th day of February, 2025.

City of Rogers

Shannon Klick

Shannon Klick
Mayor

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 11th day of February, 2025, by Stacie Brown, City Clerk, City of Rogers.

Stacie Renee Brown

Notary Public

STACIE RENEE BROWN
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan 31. 2028

EXHIBIT A
Legal Description

Outlot B, Stieg Woods

(Space Above Reserved For Recording Information)

(Document Number w/ County)

NOTICE OF FUNDING RESTRICTIONS

City of Rogers is the fee owner of a certain piece or parcel of land located in Hennepin County, Minnesota, more particularly described in the Legal Description as shown in Exhibit A attached hereto and made part hereof (the "Property").

Notice is hereby given that the City of Rogers acquired the Property with Outdoor Heritage Fund for Big Woods Protection at Stieg Woods, ML 2022, Ch. 77, Art. 1, Sec. 2, subd. 3(d) pursuant to a Grant Agreement effective July 1, 2022. As such, the funds are proceeds from the Outdoor Heritage Fund**.**

City of Rogers is placing this notice of record in accordance with Minn. Statute 97A.056 subd. 15(c) to provide notice of the following:

"This interest in real property shall be administered in accordance with the terms, conditions, and purposes of the grant agreement or work program controlling the acquisition of the property. The interest in real property, or any portion of the interest in real property, shall not be sold, transferred, pledged, or otherwise disposed of or further encumbered without obtaining the prior written approval of the Lessard-Sams Outdoor Heritage Council or its successor. The ownership of the interest in real property transfers to the state if: (1) the holder of the interest in real property fails to comply with the terms and conditions of the grant agreement or accomplishment plan; or (2) restrictions are placed on the land that preclude its use for the intended purpose as specified in the appropriation."

IN WITNESS WHEREOF, City of Rogers has set its hand and seal this ________________________ day of _______________, 2025.

City of Rogers

____

Shannon Klick
Mayor

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this ____ day of ___________________, 2025, by Stacie Brown, City Clerk, City of Rogers.

____

Notary Public

EXHIBIT A
Legal Description

Outlot B, Steig Woods

STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: March 25, 2025

Agenda Item: 7.1

Subject: Approval To Hire Caleb Hansen as Building Official
Prepared By: Patrick Farrens, Fire Chief

Recommended Council Action
Motion to approve the hire of Caleb Hansen as Building Official, upon the completion of remaining pre-employment conditions.

Overview / Background / Analysis
Through the 2025 budget process, the City Council approved hiring a building official and a building inspection program. Twenty applications were received for this position, and 12 offers to interview were extended, with all completing interviews. Through the interview process, the panel selected Caleb Hansen unanimously. Caleb comes to us from Maple Grove and is the assistant building official, supervising a large team of inspectors. He has nearly 12 years of code enforcement experience and has owned his own plumbing company for 10 years. Caleb is a Master Plumber and Certified Building Official and will be a tremendous addition to the City of Rogers team. He has all the required certifications and training.

Caleb's position is contingent upon completing the remaining pre-employment conditions. He hopes to start in mid/late-April.

Staff Recommendation
Approve the Hire of Caleb Hansen for the Position of Building Official

Financial Impact:

Source Fund:

Budgeted? Yes

Supporting Documentation
None

STAFF REPORT **Meeting Date**: March 25, 2025

ROGERS CITY COUNCIL **Agenda Item**: 7.2

Subject: Approval to Hire Cole Hyde as Assistant Liquor Operations Manager
Prepared By: Stacy Scharber, Assistant Administrator/HR Director

---

Recommended Council Action
Motion to appoint Cole Hyde as Assistant Liquor Operations Manager for the City of Rogers.

Overview / Background / Analysis
Staff advertised for Lori Kolstad's replacement for an Assistant Liquor Operations Manager. 17 applications were received, and three in-person interviews were conducted.

Staff is pleased to recommend the internal hire of Cole Hyde as the next Assistant Liquor Operations Manager. Cole has worked for us in a part-time capacity for three years, most recently as our Lead Clerk. Cole has demonstrated himself to be highly knowledgeable and capable of performing the duties of Assistant Manager. He is highly respected by his peers at Rogers Wines and Spirits.

Staff Recommendation
Motion to appoint Cole Hyde as Assistant Liquor Operations Manager for the City of Rogers.

Financial Impact: **Source Fund**:

Budgeted? Yes

Supporting Documentation
None

STAFF REPORT **Meeting Date**: March 25, 2025

ROGERS CITY COUNCIL **Agenda Item**: 7.3

Subject: Approve Promotion of Brian Scharber from Heavy Equipment Operator to Streets and Stormwater Crew Leader
Prepared By: Doran Cote, Public Works Director/City Engineer

Recommended Council Action
Motion to Approve Promotion of Brian Scharber from Heavy Equipment Operator to Streets and Stormwater Crew Leader

Overview / Background / Analysis
The approved 2025 Financial Management Plan and Street Maintenance Budget includes the promotion of a Heavy Equipment Operator to Streets and Stormwater Crew Leader position. The Streets and Stormwater Supervisor has a full time staff of four Maintenance Workers as well as up to two seasonal employees. In addition, the Street and Stormwater Supervisor is responsible for snow and ice control and ongoing maintenance of streets and stormwater facilities and frequent weekend work associated with plowing and special events. The Streets and Stormwater Crew Lead position will assist with and take on some of this work as well as prepare them for a potential supervisory role. The Steet/Stormwater Department is currently the only crew within Public Works (including Fleet, Parks and Utilities) that does not have a designated Lead position.

The City Council approved the Job Description and authorized the internal advertisement for the position on January 14, 2025. Two candidates applied for the position and both were interviewed by a panel consisting of the Public Works Director/City Engineer, Street Supervisor, Park Supervisor and the Hopkins Public Works Director. Both candidates did very well in the interview and at the conclusion there was unanimous agreement that Brian Scharber was the best candidate for the position.

Brian is a Heavy Equipment Operator with a proven track record at the city, excelling in maintenance and repair of roads while fostering team collaboration. He is skilled at operating a wide range of construction equipment, ensuring project precision and safety compliance. He is a dependable and hardworking team leader and collaborator, demonstrating a strong commitment to operational excellence and teamwork. Brian's education consists of coursework at North Hennepin Community College in the following areas:

- Public Works Operations and Maintenance
- Public Works Management and Communication

- Public Works Organization and Administration
- Technical Aspects of Public Works
- Principles of Interpersonal Communication

Staff Recommendation
Motion to Approve Promotion of Brian Scharber from Heavy Equipment Operator to Streets and Stormwater Crew Leader.

Financial Impact: $8,400 **Source Fund**: 100 and 603

Budgeted? Yes

Supporting Documentation
A. Brian Scharber Resume

BS

BRIAN SCHARBER

bscharber@yahoo.com | (612) 559-8176 | Big Lake , MN 55309

Summary

Heavy Equipment Operator with a proven track record at City Of Rogers, MN, excelling in maintenance and repair of roads while fostering team collaboration. Skilled in operating a wide range of construction equipment, ensuring project precision and safety compliance. Dependable and hardworking team leader and collaborator, demonstrating a strong commitment to operational excellence and teamwork.

Skills

- Competence and skill in operating all Streets Department equipment
- Asphalt paving
- Class A CDL with Tanker Endorsement
- Front end loader operations
- Excavation
- Grader operation
- Skid steer proficiency
- Paving equipment operation

Experience

City Of Rogers, Mn | Rogers, MN
Heavy Equipment Operator
02/2003 - Current

- Assist with the installation of underground utilities, such as sewer lines and water mains.
- Remove trees, shrubs, logs and other obstacles that may impede travel along the roadway.
- Operate excavators and other construction equipment to properly grade the land.
- Work successfully with coworkers to accomplish goals, and address issues related to our products and services.
- Clear snow, ice, and other debris to maintain road safety.
- Operate asphalt paving equipment to construct, maintain, and repair roadways.

Education and Training

North Hennepin Community College
Some College (No Degree)

- Public Works Operations and Maintenance
- Public Works Management and Communication
- Public Works Organization and Administration
- Technical Aspects of Public Works
- Principles of Interpersonal Communication

STAFF REPORT **Meeting Date**: March 25, 2025

ROGERS CITY COUNCIL **Agenda Item**: 7.4

Subject: Consideration of a Request by the Rouillard Family to Extend the Duration of Billboards on City-Owned Property
Prepared By: Brett Angell, Community Development Director

Recommended Council Action
Provide feedback on the request from the Rouillard family to extend the duration of billboards on city-owned property.

Overview / Background / Analysis
On March 20th, 1996, the City of Rogers entered into a Purchase Agreement and an Agreement for Gift and Donation of Real Property (collectively referred to as "Agreements") with Gordon Rouillard for the acquisition of certain property along the I-94 corridor. Per the terms of the Agreements, the Rouillard family would retain the benefit and proceeds related to two billboards that were located on the property. The city does not currently receive any revenue from these two billboards. The Agreements had a deadline to remove the structures of no later than June 30th, 2025.

The Rouillard family has submitted a request to the city seeking to extend the time allowance for the billboards to remain on the property for an additional twenty (20) years. A copy of the request letter is attached to this memorandum. Should an extension or amended agreement not be granted, the billboards will have to be removed per the terms of the Agreement. The Rouillard family has also requested an allowance for at least one of the current billboards to be converted into digital.

As has been discussed over the past many months, there are numerous billboards throughout the city which are for private party benefit. However, only four of the said billboards are on public property, including the two as mentioned in this request. For the four billboards on public property where lease revenue goes to a private party, each had agreements put in place at the time of city acquisition.

Due to the timing of the agreement, this request is in advance of the adoption of the new sign code. While the new sign code does cover regulations as it pertains to billboards, including the conversion from static to digital, the ability to extend the duration of a billboard is not an item that is included within the proposed code as it is a policy-related question given the City ownership of the property. The City Council has multiple options as it pertains to the request including:

- Accepting the extension request;
- Allowing for an amended amount of time which the council authorizes;

- Denying the extension request;
- Creating a new agreement.

Council is asked to provide feedback on what direction the council would like to move forward with this item. If an extension or new agreement is the desired path forward, staff will work with the family on related agreements which will be brought before the council at a future meeting.

Staff Recommendation

Staff recommend the council provide feedback on whether the request for an extension to the duration of billboards on city-owned property by the Rouillard family be granted or denied.

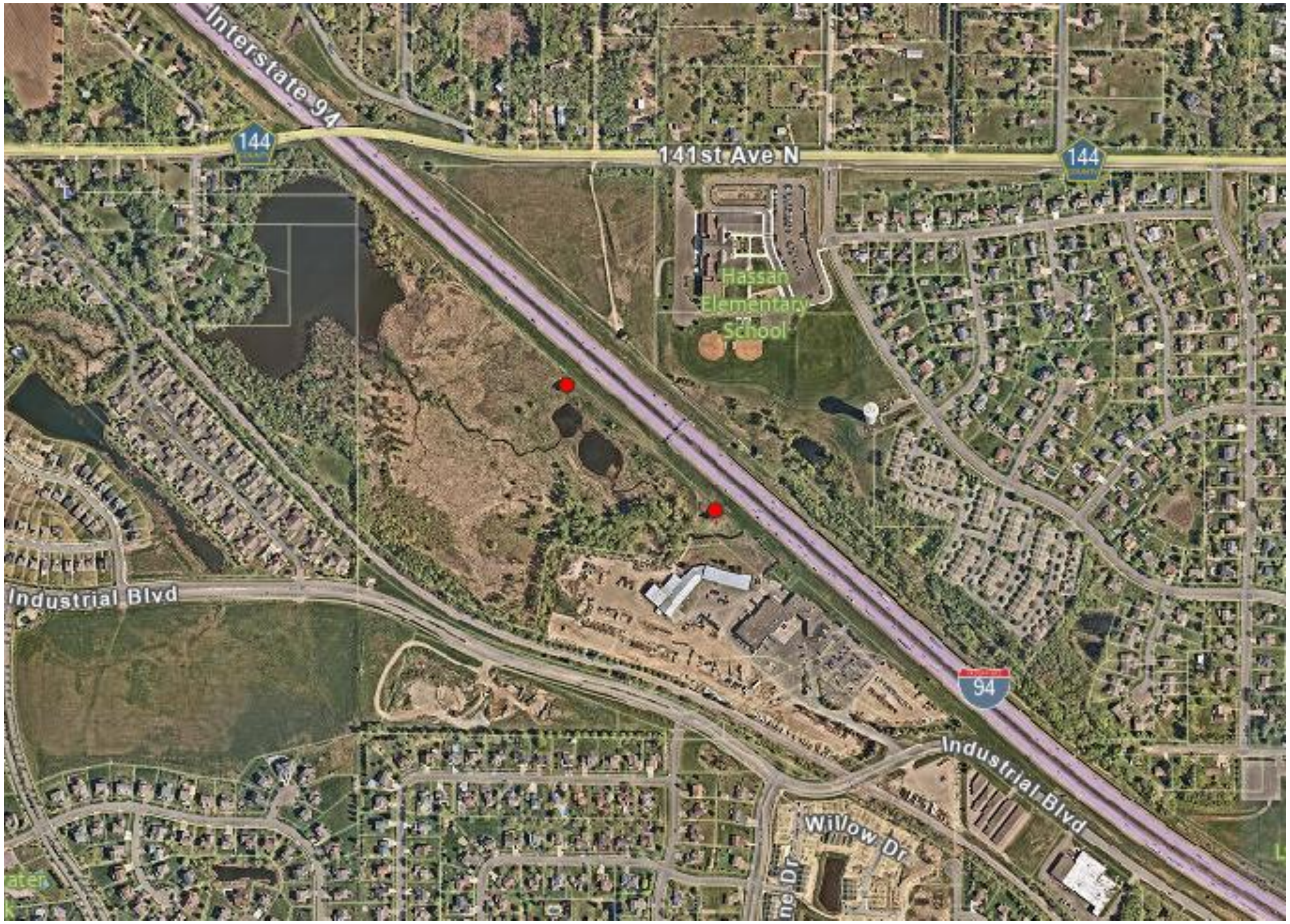
Financial Impact: Not applicable. **Source Fund**: Not applicable.

Budgeted? N/A

Supporting Documentation

A. Billboard Location Map
B. Rouillard Billboard Extension Request Letter
C. Rouillard Purchase Agreement
D. Rouillard Donation Agreement

Billboard Location Map



Dear Mayor Ihli, City of Rogers Council Members and Rogers Administration Offices,

I am Robbin Rouillard, the daughter of Gordon Rouillard and the Trustee of the Gordon Rouillard Trust. My Father passed away in June of 2011 and I am the administrator of his Trust on behalf of myself, my two sisters, Suzette Vasseur, Kim Kuhlmeyer and our brother, Jay Rouillard.

On March 20, 1996, our Father, Gordon Rouillard donated a piece of property to the City of Rogers in addition to selling a tract of land to the City. There was two separate transactions. See the attached Purchase Agreement as well as the Gift Donation documents regarding said transactions.

In the Purchase Agreement, there is an easement for a tract of land accessing 2 Billboards along the Freeway.

Please see Exhibit A which reserves the easement and the right to allow 2 Billboards to be placed and maintained over that part of the described real property.

This easement is set to terminate on June 30, 2025 unless said termination date is extended by Resoltion of the City of Rogers, approving of and consenting to the extension and recorded in the Office of the Hennepin County Recorder.

I am writing to request this extension on behalf of our Gordon Rouillard family. We are an original Rogers Family with the first naming of the town "Rogers Siding" named after our Grandmother Pearl Rogers family. The land that was donated to the City of Rogers was in our family for many years. Our sister Suzy Vasseur still lives in the house our Grandparents, Joseph and Pearl Rouillard built on Main Street and our family was raised in this house and Suzy raised her family and still lives in the house. We are proud 5th Generation Rogers people and will always consider Rogers our Family Home.

The Family income from the Billboards was designated as financial support for our Brother Jay who was hit by a drunken Driver when he was 21 and he remains wheelchair bound and partially paralyzed and can't speak. He is in a Group Home and continues to do as well as possible. This income is very important to the continued care of Jay and our family.

We are hopeful that the City of Rogers will extend our easement with the same restrictions and definitions created at the time of the land donation for an additional 20 years through June 30, 2045. We are hopeful this extension can be approved as soon as possible to allow us to confirm contracts for the Billboards for 2025 and beyond.

Please let us know what more you need to make this decision and approve our request. We can attend any meetings or support any additional documentation requested to allow you to have the information needed to approve our request.

Thank you for your attention and support.

ROBBIN ROUILLARD

Robbin Rouillard

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 20 day of March, 1996, by and between Gordon J. Rouillard, (single), (hereinafter referred to as "Seller") and the City of Rogers, a Minnesota municipal corporation (hereinafter referred to as "Purchaser").

WITNESSETH:

Seller hereby agrees to sell and Purchaser hereby agrees to purchase, subject to the conditions precedent and contingencies hereinafter referred to, and upon the terms hereinafter set forth, the following described tracts of real estate situated in the City of Rogers, County of Hennepin, State of Minnesota:

Legal Description on attached Exhibit A
(subject to the easement reserved therein)

together with all easements, rights and appurtenances thereto and all of Seller's rights, title and interest in all public ways adjoining the same.

1. Price and Terms. The purchase price shall be the sum of One Hundred Eighty-Two Thousand and no/100 Dollars ($182,000.00). The purchase price shall be paid as follows:

(a) $100.00 by check, as earnest money to be deposited upon acceptance of Purchase Agreement by all parties, in an account of Seller, but to be returned to Purchaser if the Purchase Agreement is not accepted by Seller.

(b) The balance of $181,900.00, cash, on or before April 10, 1996, the date of closing.

2. Conveyance and Title. Subject to performance by the Purchaser, the Seller agrees to execute and deliver a recordable Warranty Deed substantially in the form attached hereto and made a part hereof which deed specifically reserves a "billboard easement", conveying marketable title to said premises subject only to the additional following exceptions:

(a) Building and zoning laws, ordinances, State and Federal regulation.

(b) Reservation of any minerals or mineral rights to the State of Minnesota.

(c) Utility and drainage easements which do not interfere with present improvements.

(d) The premises shall not be subject to any rights of tenants other than rights to billboards located on said premises.

3. Taxes - Assessments - Park Dedication. Seller shall pay real estate taxes and installments of special assessments, if any, payable in the year 1995 and prior years. Purchaser shall pay pro-rated from day of closing real estate taxes and installments of special assessments, if any, due and payable in the year 1996. Seller shall pay, pro-rated to day of closing, real estate taxes and installments of special assessments, if any, due and payable in the year 1996. If the closing date is changed, the real estate taxes and special assessments shall be pro-rated and adjusted to the new closing date. Purchaser shall pay all other special assessments payable after the year of closing. Seller shall not be obligated to pay any Park Dedication fees incident to the land division required to complete the sale and purchase herein contemplated.

4. Possession. Subject to the easement reserved and the right of the owners of the billboard, possession and occupancy of the premises shall be delivered to Purchaser at the closing.

5. State Deed Tax - Utilities. State Deed Tax and charges for utilities, if any, accrued against the property prior to the closing date shall be paid by Seller.

6. Default by Purchaser. Should Purchaser default in any of the agreements, then, and in that case the Seller may terminate this contract upon 30 days' written notice as provided by Statute. This provision shall not deprive either party of the right of enforcing the specific performance of this contract, provided such contract shall not be terminated as provided in this Agreement, and provided action to enforce such specific performance shall be commenced within six (6) month after such right of action shall arise.

7. Right of Entry. Purchaser and its duly authorized agents shall have the right during the period from the date of this Agreement to closing, to enter in and upon the Premises in order to make, at Purchaser's expense, surveys, measurements, wetland delineations, soil tests and other tests that Purchaser shall deem necessary. Purchaser agrees to restore any resulting damage to the Premises and to indemnify, hold harmless and defend Seller from any and all claims by third persons of any nature whatsoever arising from Purchaser's right of entry hereunder, including all actions, suits, proceedings, demands, assessments, costs, expenses and attorneys' fees.

8. Conditions Precedent and Purchaser's Contingencies. This Purchase Agreement is hereby expressly made subject to the following conditions precedent to it becoming a valid contract and the following contingencies which must be performed or occur on or before the date of closing of this transaction, as determined above, which date of closing shall also mean the postponed dates of closing, if applicable:

(a) The representations and warranties contained in this Agreement must be true now and on the date of closing as if made at the closing, unless waived by Purchaser.

(b) Purchaser shall have acquired by gift or purchase such other adjacent real property that it deems necessary in its sole discretion for its intended use of the subject property and adjacent real property.

(c) If any of the contingencies set forth above are not met, Purchaser may, at its sole discretion, on or before April 10, 1996, by notice to Seller, declare that the contingencies have not been met, and terminate this agreement. Upon such termination, Seller shall return to Purchaser all earnest money paid hereunder and both parties shall be released from any further rights or obligations regarding this agreement or the property. All the contingencies set forth in this paragraph were specifically stated for the sole purpose and exclusive benefit of the Purchaser, and the Purchaser shall have the sole right to unilaterally waive any contingency by written notice to Seller.

9. Representations by Seller. Seller represents and warrants to Purchaser as follows:

(a) Title to Property. Seller is fee owner of the property and is authorized to convey to Purchaser.

(b) Proceedings. There is no action, litigation, investigation, condemnation or proceeding of any kind pending, or to the best knowledge of Seller, threatened against Seller with regard to the Premises or any portion of the Premises.

(c) Liens. As of the date of closing, all payments will have been made for all labor and/or material furnished to the Premises, by or on behalf of Seller.

(d) Storage Tanks. To the best of Seller's knowledge there are no underground storage tanks on the Premises. If storage tanks exist, Seller shall remove such tanks at Seller's cost.

(e) Environmental Laws. To the knowledge of Seller, no toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, and any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), or have been generated, treated, stored, released or disposed of , or otherwise placed deposited in or located on the Real Property, nor has any activity been undertaken on the Real Property that would cause or contribute to (I) the Real Property becoming a treatment, storage or disposal facility within the meaning of, or otherwise bring the

Real Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), or any similar state law or local ordinance; (ii) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Real Property within the ambit of, CERCLA, or any similar state law or local ordinance; or (iii) the discharge into the environment of any emissions, that would require a permit under the Federal Water Pollution Control Act, or the Clean Air Act or any similar state law or local ordinance. To the knowledge of Seller, there are no substances or conditions in or on the Real Property that may support a claim under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements;

Except for subparagraph 10(e), Seller will indemnify and hold Purchaser, its successors and assigns, harmless from and against any expenses or damages, including attorneys' fees, that Purchaser incurs because the breach of any of the above representations. Except as otherwise provided, each of the representations and warranties herein contained shall survive the closing.

10. Seller's Covenants. Seller agrees to the following:

(a) Authority. Each individual signing this Agreement on behalf of Seller hereby covenants and represents to Purchaser that he is fully authorized and empowered to sign this Agreement on behalf of Seller and that this Agreement will be fully binding on Seller.

(b) Removal of Structures. Seller agrees, at its cost, to remove any and all structures (except billboards and their appurtenances which will be removed at end of the term of lease), equipment, wells, tanks, or other personal property from the real property to be purchased. Said removal shall be accomplished prior to date of closing and shall be done to Purchaser's reasonable satisfaction. Seller shall retain all rental income from the existing Billboard Lease(s) or any renewal or Replacement Lease(s) as provided herein. Seller shall not enter into nor amend or modify any such Billboard Lease(s) which provide for a term ending later than June 30, 2025, without the prior written consent of Purchaser.

11. Title Examination. Seller shall, within a reasonable time after acceptance of this agreement, furnish an abstract of title, or a registered property abstract, certified date to include proper searches covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments. Buyer shall be allowed 20 business days after receipt of abstract for examination of title and making any objects which shall be made in writing or deemed waived. If any objection is so made,

Seller shall have 20 business days from receipt of Buyer's written title objections to notify Buyer of Seller's intention to make title marketable within 120 days from Seller's receipt of such written objection. If notice is given, payments hereunder required shall be postponed pending correction of title, but upon correction of title and within 20 days after written notice to Buyer the parties shall perform this Purchase Agreement according to its terms. If no such notice is given or if notice is given but title is not corrected within the time provided for, this Purchase Agreement shall be null and void, at option of Buyer; neither party shall be liable for damages hereunder to the other and earnest money shall be refunded to Buyer; Buyer and Seller agree to sign cancellation of Purchase Agreement. Buyer agrees to accept an owner's title policy in the full amount of the purchase price in lieu of an abstract of title if the property is subject to a master abstract or if no abstract of title is in Seller's possession or control. If Buyer is to receive such policy (1) the title examination period shall commence upon Buyer's receipt of a current title insurance commitment and (2) Seller shall pay the entire premium for such policy if no lender's policy is obtained, and only the additional cost of obtaining a simultaneously issued owner's policy if a lender's policy is obtained (Buyer Shall pay the premium for the lender's policy).

12. Closing Documents. At the Closing, Seller shall execute and/or deliver to Purchaser the following (collectively the "Closing Documents"):

(a) Deed. A Warranty Deed, in recordable form substantially in a form attached hereto.

(b) Seller's Affidavit. A standard form affidavit by Seller indicating that on the date of Closing there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property (other than at the request of Purchaser) for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Property.

(c) Storage Tanks. If required an affidavit with respect to storage tanks pursuant to Minnesota Statutes Section 116.48.

(d) Well Disclosure. If there is a well located on the Premises, a well-disclosure statement in form and substance true to form for recording.

(e) Certification. A certification that the representations and/or warranties made by the Sellers are the same as were in existence on the date of this Purchase Agreement; and

(f) Other Documents. All other documents reasonable determined by either party and the title insurance company to be necessary to transfer and provide title insurance for the Property.

13. Survival. All of the terms of this Agreement will survive and be enforceable after the Closing, except those waived by Purchaser expressly.

14. Captions. The paragraph heading 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.

15. Entire Agreement; Modification. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

16. Binding Effect. This Agreement binds and benefits the parties and their heirs, representatives, successors and assigns.

17. Governing Law. This Agreement has been entered into in the State of Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota.

18. Relationship Between Seller and Purchaser. Nothing in this Agreement shall be construed as creating a joint venture between the Seller and Purchaser or any relationship other than that of the Seller and Purchaser.

19. Closing. The closing of all papers and money shall be made on or before April 10, 1996, at the office of Purchaser's title insurance company or the office of Robert J. Miller Law Offices, P.A., 9405 - 36th Avenue North, New Hope, Minnesota, the attorney for Purchaser.

21. Parties Bound. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, administrators, executors, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

PURCHASER:

THE CITY OF ROGERS, a municipal corporation

By ____________________
Its Mayor

By ____________________
Its City Administrator/Clerk

SELLER:

____
Gordon J. Rouillard

EXHIBIT A

That part of the Northwest Quarter of Section 15, Township 120, Range 23 lying West of the East 1026.96 feet thereof, lying Southwesterly of the Southwesterly right-of-way line of Interstate Highway No. 94 and lying Northerly of the Northerly line of the Burlington Northern Railroad right-of-way, except that part thereof lying Southeasterly of a line described as commencing at the Southeast corner of said Northwest Quarter; thence on an assumed bearing of North 89 degrees, 23 minutes, 37 seconds West along the South line of said Northwest Quarter, a distance of 1743.41 feet to the point of beginning of the line being described; thence North 28 degrees, 40 minutes, 12 seconds East 949.73 feet; thence North 83 degrees, 33 minutes, 16 seconds East to the West line of the East 1026.96 feet of said Northwest Quarter;

Reserving however, non-exclusive, assignable, commercial easement in gross as hereinafter described in favor of Grantor, his heirs and assigns (whether one or more, the "Owner"), for the period of time hereinafter stated over that part of the above described real property, described as follows (being hereinafter sometimes referred to as the "Easement Area"):

Said easement is described as lying adjacent to and southeasterly of the following described line: Commencing at the southeast corner of said Northwest Quarter; thence on an assumed bearing of North 89 degrees, 23 minutes, 37 seconds West along the south line of said of said Northwest Quarter a distance of 1743.41 feet; thence North 28 degrees, 40 minutes, 12 seconds East to the northerly line of the Burlington Northern Railroad right-of-way; thence westerly along the northerly line of the Burlington Northern Railroad right-of-way a distance of 20.00 feet to the point of beginning of the line being described; thence North 28 degrees, 40 minutes, 12 seconds East a distance of 860.00 feet, more or less, to the southerly line of the Interstate Highway 94 right-of-way and there terminating.

Together with a strip of land 58.00 feet wide and lying adjacent to and southwesterly of the following described line: Commencing at the termination point of the above described line; thence northwesterly along the south line of the Interstate Highway 94 right-of-way a distance of 1200.00 feet and there terminating.

Pursuant to the Easement, Owner shall have the right, but not the obligation to maintain or replace not more than two advertising devices, as hereinafter defined (the "Billboards") in the location(s) indicated in Exhibit B, attached hereto and incorporated by reference, including ingress and egress for vehicular and pedestrian traffic and maintaining electrical service over, in, and under said easement area.

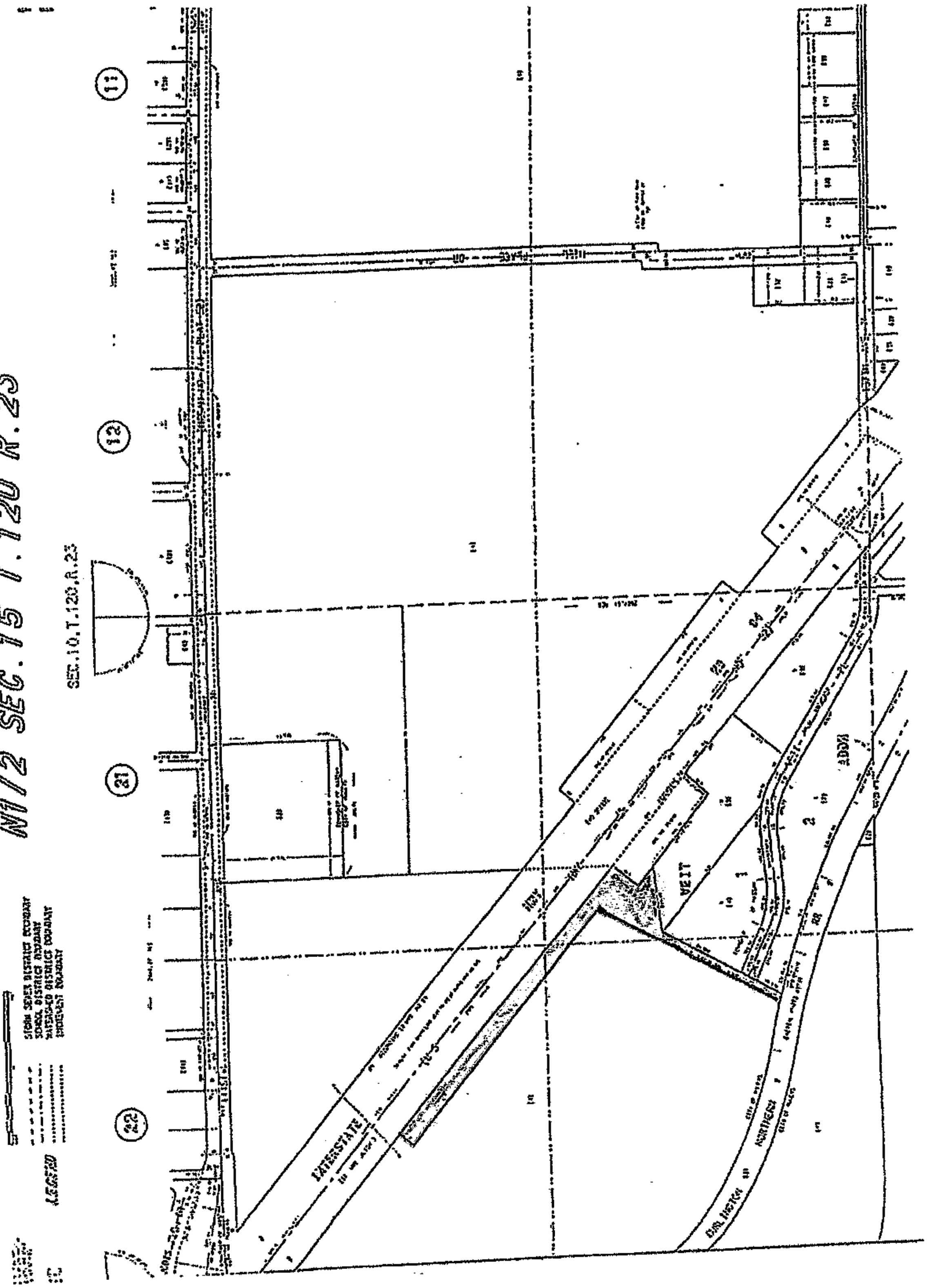
For purposes of this instrument "Advertising Device" means any billboard, sign or other device visible to and primarily intended to advertise and inform or to attract or which does attract the attention of operators and occupants of motor vehicles and shall include a structure erected primarily for use in connection with the display of any such device and all lighting or other attachments used in connection therewith.

The Easement will commence on date hereof and shall terminate on June 30, 2025, unless said termination date is extended by Resolution of the City of Rogers, approving of and consenting to the extension has been recorded in the Office of the Hennepin County Recorder.

Owner agrees to indemnify the City, and its successors from all liability, costs and expense for loss of or damage of property and for injuries to or death of persons, whether employees of the City, or its licensees, resulting from the use of the Easement Area by Owner.

Owner agrees that Owner will keep the Easement Area in a neat and safe condition, obtain and maintain all permits, licenses and approvals required to maintain, replace or repair the Billboards in the Easement Area, and to pay before they become delinquent any and all taxes, penalties or fines that may be levied or assessed on or against their billboards. Owner shall pay all electricity or other utilities used in connection with their billboards.

On termination of the Easement, Owner shall within 30 days of termination, remove the billboard from the Easement Area and shall put said land in its former condition, as reasonably possible under the circumstances.



Not to SCALE

EXHIBIT B

AGREEMENT FOR GIFT
AND
DONATION OF REAL PROPERTY

Agreement made this 20th day of March, 1996, between Gordon J. Rouillard, single (hereafter "Rouillard"), and City of Rogers, a municipal corporation under the laws of the State of Minnesota (hereafter "City").

RECITALS

Rouillard is the owner of certain real property and premises located in the City (hereafter referred to as the "Premises"), and described on attached Exhibit A.

The City is seeking a site for future and potential park, recreation, school or other public purposes.

Now, in consideration of the mutual promises contained herein, it is agreed as follows:

1. Transfer of Property. Rouillard hereby agrees to transfer to City the Premises as a charitable donation. The transfer shall take place on or about April 10, 1996 (the "Closing Date"). Possession and occupancy of the Premises shall be delivered to City on Closing Date.

2. Terms and Conditions of Transfer. Rouillard shall provide City with a copy of its updated Abstract of Title to the Premises, certified to date. City shall obtain a continuance of title insurance at its own cost and expense if it determines it necessary.

City shall take title, subject to the following:

(a) Building and zoning laws, Ordinances, State and Federal Regulations;

(b) Restrictions relating to the use or improvement of the property without effective forfeiture provision.

(c) Reservation of any mineral rights to the State of Minnesota.

(d) Utility and drainage easements which do not interfere with existing improvements.

(e) Rights of tenants as follows: None

In the event that City does not wish to accept this title subject to any of the foregoing, the sole remedy shall be to terminate this Agreement. Nothing contained herein shall require Rouillard to take any steps to clear any title defects.

3. Taxes - Assessments - Park Dedication. Rouillard shall pay real estate taxes and installments of special assessments, if any, payable in the year 1995 and prior years. City shall pay pro-rated from day of closing real estate taxes and installments of special assessments, if any, due and payable in the year 1996. Rouillard shall pay, pro-rated to day of closing, real estate taxes and installments of special assessments, if any, due and payable in the year 1996. If the closing date is changed, the real estate taxes and special assessments shall be pro-rated and adjusted to the new closing date. City shall pay all other special assessments payable after the year of closing. Rouillard shall not be obligated to pay any Park Dedication fees incident to the land division required to complete the donation herein contemplated.

4. State Deed Tax - Utilities. State Deed Tax and charges for utilities, if any, accrued against the property prior to the closing date shall be paid by Rouillard.

5. Right of Entry. City and its duly authorized agents shall have the right during the period from the date of this Agreement to closing, to enter in and upon the Premises in order to make, at City's expense, surveys, measurements, wetland delineations, soil tests and other tests that City shall deem necessary. City agrees to restore any resulting damage to the Premises and to indemnify, hold harmless and defend Rouillard from any and all claims by third persons of any nature whatsoever arising from City's right of entry hereunder, including all actions, suits, proceedings, demands, assessments, costs, expenses and attorneys' fees.

6. Removal of All Personal Property. Rouillard agrees to remove all debris and all personal property from the Premises by possession date.

7. Value of Property. The parties agree that the value of the Premises is $____________. Rouillard intends to use that sum for computation of his donation and tax deduction (see attached Form No. 8283). The City shall execute and deliver to Rouillard an appropriate "Gift Letter", but the City cannot and does not make any warranties or representations as to any tax benefits or deductions.

8. Status of Donee. City represents that it is a duly organized municipal corporation under the laws of the State of Minnesota.

9. Representations by Rouillard. Rouillard represents to City as follows:

(a) Storage Tanks. To the best of Rouillard's knowledge there are no underground storage tanks on the Premises. If storage tanks exist, Rouillard shall remove such tanks at his cost.

(b) Environmental Laws. To the best of Rouillard's knowledge, no toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, and any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), or have been generated, treated, stored, released or disposed of , or otherwise placed deposited in or located on the Real Property, nor has any activity been undertaken on the Real Property that would cause or contribute to (I) the Real Property becoming a treatment, storage or disposal facility within the meaning of, or otherwise bring the Real Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), or any similar state law or local ordinance; (ii) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Real Property within the ambit of, CERCLA, or any similar state law or local ordinance; or (iii) the discharge into the environment of any emissions, that would require a permit under the Federal Water Pollution Control Act, or the Clean Air Act or any similar state law or local ordinance. To the knowledge of Rouillard, there are no substances or conditions in or on the Real Property that may support a claim under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental statutes, regulations, ordinances or other environmental regulatory requirements.

10. No Environmental Site Assessment to be Performed. On the basis of the representations made herein by Rouillard in subparagraph 9(b), City will not be undertaking an environmental site assessment.

11. Delivery of Abstract. Rouillard shall, within a reasonable time after acceptance of this agreement, furnish an abstract of title, or a registered property abstract, certified to date to include proper searches covering bankruptcies, state and federal judgments, and liens.

12. Closing Documents. At the Closing, Rouillard shall execute and/or deliver to City the following (collectively the "Closing Documents"):

(a) Deed. A Warranty Deed, in recordable form.

(b) Donor's Affidavit. A standard form affidavit by Rouillard indicating that on the date of Closing there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property (other than at the request of City) for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Property.

(c) Storage Tanks. If required an affidavit with respect to storage tanks pursuant to Minnesota Statutes Section 116.48.

(d) Well Disclosure. If there is a well located on the Premises, a well-disclosure statement in form and substance true to form for recording.

13. Survival. The provisions of this Agreement shall survive the transfer of title.

14. Entire Understanding. This Agreement contains the entire understanding of the parties; there have been no representations made which are not contained herein.

15. Amendment. This Agreement may only be modified by a written amendment signed by all parties. An oral modification shall not be binding on any party.

16. State Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota.

17. Waiver. Any failure by either party to enforce any right arising hereunder shall not be deemed a waiver of such right.

18. Closing. The closing of all papers shall be made on or about April 10, 1996, at the office of City's title insurance company or the office of Robert J. Miller Law Offices, P.A., 9405 - 36th Avenue North, New Hope, Minnesota, the attorney for Purchaser.

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

Gordon J. Rouillard

CITY OF ROGERS

By ______________________
Its Mayor

By ______________________
Its City Clerk/Administrator

EXHIBIT A

That part of the Northeast Quarter of the Northwest Quarter of Section 15, Township 120, Range 23 lying West of the East 1026.96 feet thereof and lying Northeasterly of the Northeasterly right-of-way line of Interstate Highway No. 94.

STAFF REPORT **Meeting Date**: March 25, 2025

ROGERS CITY COUNCIL **Agenda Item**: 7.5

Subject: Approve Resolution 2025-25 Amending Property Acquisition Authorization for Fletcher Bypass, City Project No. 1409

Prepared By:

Recommended Council Action

Motion to Approve Approve Resolution 2025-25 Amending Property Acquisition Authorization for Fletcher Bypass, City Project No. 1409

Overview / Background / Analysis

On June 28, 2022, the city was advised by the US Department of Transportation Federal Highway Administration (FHWA) that the Consolidated Appropriations Act, 2022 (Public Law 117-103) appropriates a total of $2,444,927,823 for Highway Infrastructure Programs (HIP) from the General Fund of the Treasury for fiscal year (FY) 2022. Of such amount, $846,927,823 is set aside for "Community Project Funding / Congressionally Directed Spending." The Fletcher Bypass was included with the 307 projects allocated $845,719,823. Fletcher Bypass was allocated $3,501,040.

On June 27, 2023, the City Council directed staff to proceed with the preliminary design, environmental documentation, easement acquisition and final design work for the Fletcher Bypass project, City Project No. 1409. On September 24, 2024, the City Council approved Resolution 2024-94 authorizing condemnation of land for public purposes for the project. At the time, the authorization included the church property. This project is scheduled to be constructed in 2025 and 2026.

In order to construct the Fletcher Bypass improvements, permanent and temporary construction easements are required for the Burlington Norther Santa Fe (BNSF) Railroad crossing. The City's consultant, city staff, Hennepin County staff, the City Attorney and County Attorneys have been diligently negotiating a railroad crossing and easement agreements with BNSF. In the five years of negotiating the necessary agreements with BNSF there have been approximately 20 exchanges of draft agreements with comments and 5 or 6 meetings with all parties involved and there has been no progress in reaching an agreement. The city's last attempt to draft an agreement with language that was agreed to in a virtual meeting was subsequently rejected in total by BNSF. After consultation between the City Attorney and County Attorneys it was agreed that condemnation is the only way to resolve the impasse between the parties and to obtain the necessary easements and that the original authorization for condemnation would need to be amended to include the railroad property.

The Fetcher Bypass project is identified in the City's 2024 Capital Improvement Program and the total project cost is estimated to be $13,350,000. Hennepin County has agreed to a 50/50 split on the construction and engineering costs and a 50/50 split on right of way costs incurred after 4/15/2025. BNSF's easement representative originally estimated the railroad easement at $19,845.00 for the permanent easement and $2,425.00 for the temporary easement (for a 3-year period). BNSF is also demanding $524,929.00 towards the lifespan maintenance and future reconstruction of the railroad crossing signal equipment, to be paid to BNSF upon invoice to the City and prior to the placing in-service of the crossing and signal equipment for public roadway use. The County will not participate in this cost.

The Minimum Damage Assessment (MDA) for the right of way taking is expected from the city's appraiser on March 24, 2025. Once an offer is made, approximately 120 days must pass before the right of way is secured through District Court proceedings. Once the right of way is secured and the city can prepare a Right of Way Certificate 1 which certifies that all right of way has been acquired in accordance with federal and state requirements or that additional right of way was not needed, MnDOT Office of Land Management (OLM) will review the submitted right of way before submission to the Preletting Unit in the Office of Project Management so that the federal funds can be obligated. If everything falls in order, the project could be out for bids in August or September, 2025 with construction starting in October, 2025.

Staff Recommendation

Motion to Approve Resolution 2025-25 Amending Property Acquisition Authorization for Fletcher Bypass, City Project No. 1409

Financial Impact: $13,350,000

Source Fund: Multiple City Funds, Hennepin County, Federal

Budgeted? Yes

Supporting Documentation

A. Resolution 2025-25
B. Resolution 2024-94 Authorizing Condemnation of Land for Public Purpose-Fletcher Bypass City Proj 1409
C. Easement Exhibit
D. BNSF Railroad Crossing and Easement Agreement

RESOLUTION NO. 2025 - 25

AMENDING PROPERTY ACQUISITION AUTHORIZATION FOR FLETCHER BYPASS, CITY PROJECT NO. 1409.

WHEREAS, by Resolution 2024-94, dated September 24, 2024, the City Council of the City of Rogers ("City") authorized the acquisition of real property interests needed to undertake and construct the Fletcher Road Bypass Project ("Project"); and

WHEREAS, by Resolution 2024-94, the City Council found it reasonable, necessary, and for a public purpose in furtherance of the Project to acquire the real estate interests identified in Exhibit A to that resolution ("Acquisitions"); and

WHEREAS, the Project requires the City to acquire certain additional easements, which the City had hoped to secure through negotiations but which it has been unable to do at this time, and the Project schedule now requires the addition of one new parcel, Parcel 2; and

WHEREAS, the City Council finds that it is reasonable, necessary, convenient, and in the interest of the general welfare that the City acquire for the Project the permanent and temporary easements identified in Exhibit A-2 attached hereto ("Easements"); and

WHEREAS, the City Council finds that title to and possession of the Easements is required for the Project and before construction on the Project can begin and before the final report of the condemnation commissioners to be appointed by the district court; and

WHEREAS, after review of a demand received from the owner of Parcel 2 ("Owner"), the City has engaged an independent real estate appraiser to provide the City with a minimum damage assessment caused by the City's acquisition of the Easements; and

WHEREAS, City staff and consultants have and will continue to work with the Owner to acquire the Easements by direct purchase if possible; and

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, as follows:

1. City ownership of the Easements is necessary and for a public purpose in furtherance of the Project;

2. The proper City officers and agents are authorized and directed to acquire the Easements by voluntary negotiation and, if necessary, through the exercise of eminent domain;

4. City Council hereby authorizes the City Engineer to approve the value of the minimum damage assessment and authorizes staff to negotiate with the Owner and to acquire the Easements for the approved value;

5. The law firm of Kennedy & Graven, Chartered, is authorized to commence eminent domain proceedings on behalf of the City to acquire the Easements if it cannot be timely acquired through voluntary negotiation and to do so pursuant to the “quick take” provisions of Minnesota Statutes, Section 117.042; and,

6. The Mayor and City Clerk are authorized to execute all documents necessary to effect the acquisition of the necessary property interests.

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 ____ day of ________________, 2025.

____
Shannon Klick, Mayor

ATTEST:

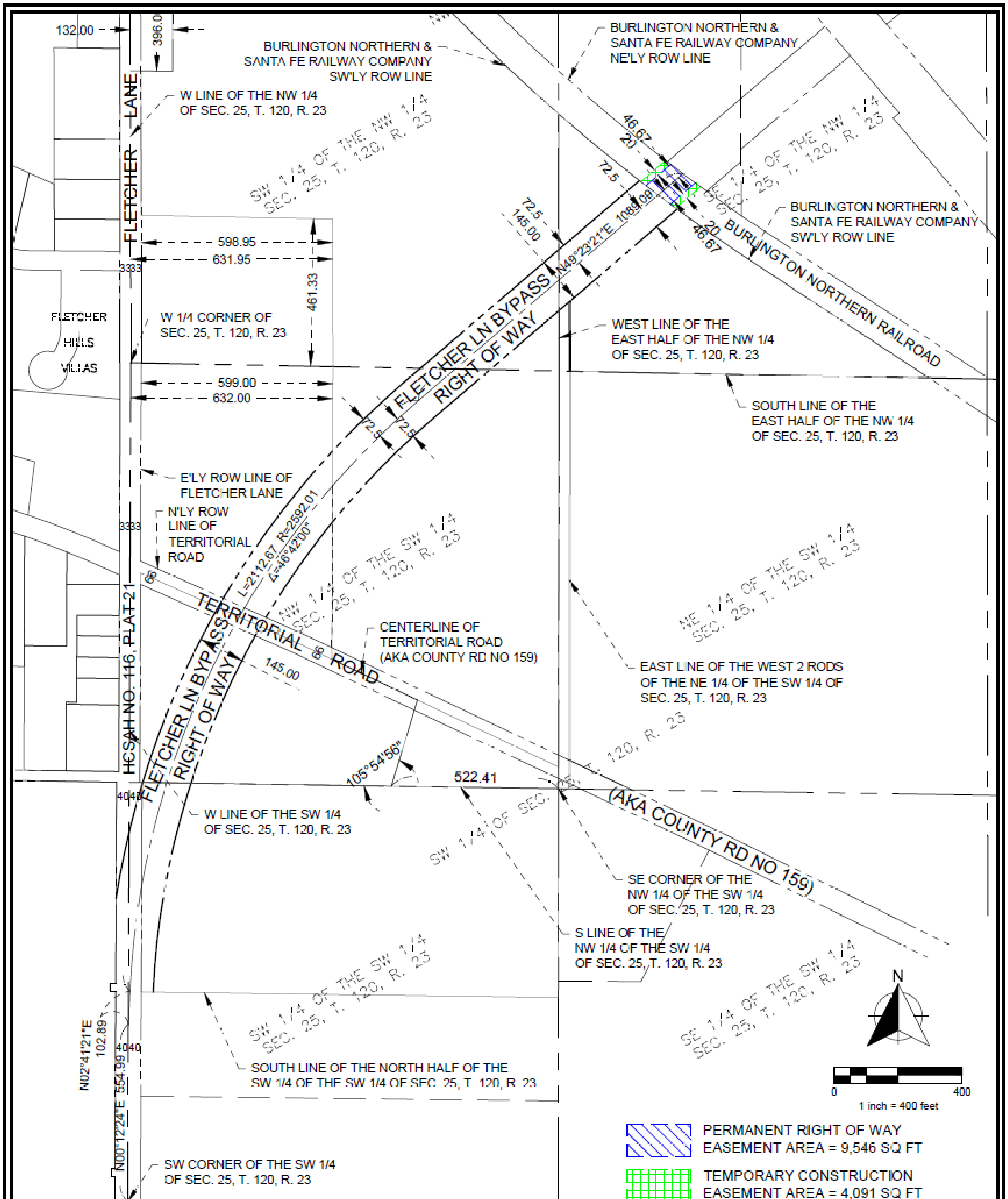
____
Stacie Brown, City Clerk

Exhibit A-2

Fletcher Road Bypass Project – Project No. 1409

Property Tax Identification No.: 25-120-23-22-0003
Parcel Number: 2
Fee Owner: BNSF RAILWAY COMPANY, a Delaware corporation
Property Address: Unassigned

Sketch:



Prepared by: wsb	Fletcher Lane Bypass Right of Way Easement Exhibit City of Rogers, Minnesota	WSB Project No. 023286-000 Date: 2/16/24 THE CITY OF ROGERS MINNESOTA

RESOLUTION NO. 2024 - 94

A RESOLUTION AUTHORIZING CONDEMNATION OF LAND FOR PUBLIC PURPOSES AND OFFERS OF JUST COMPENSATION TO OWNERS FOR ACQUISITION OF REAL PROPERTY INTERESTS FOR FLETCHER BYPASS, CITY PROJECT NO. 1409

WHEREAS, the City Council of the City of Rogers ("City") determines that it is necessary and expedient for the public health safety and welfare to undertake the Fletcher Road Bypass Project ("Project"); and

WHEREAS, it is necessary to acquire certain interests in real property to construct, operate, and maintain the Project improvements

WHEREAS, the City Council finds that it is reasonable, necessary, convenient, and in the interest of the general welfare that the City acquire for the Project the real property interests identified in Exhibit A attached hereto ("Acquisitions"); and

WHEREAS, the City Council finds that title to and possession of the Acquisitions is required for the Project and before construction on the Project can begin and before the final report of the condemnation commissioners to be appointed by the district court; and

WHEREAS, the City has engaged an independent real estate appraiser to provide the City with the appraiser's opinion of damages caused by the City's acquisition of the Acquisitions; and

WHEREAS, City staff and consultants have and will continue to work with the property owner of the affected parcel ("Owner") to acquire the Acquisitions by direct purchase if possible; and

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, as follows:

1. Acquiring the Acquisitions is necessary and for a public purpose in furtherance of the Project;

2. The proper City officers and agents are authorized and directed to acquire the Acquisitions by voluntary negotiation and, if necessary, through the exercise of eminent domain;

3. The City Council hereby authorizes the City Engineer to approve the appraisal and staff to negotiate with the Owner relating to the Acquisitions and to acquire the property for the appraised value;

4. The law firm of Kennedy & Graven, Chartered, is authorized to commence eminent domain proceedings on behalf of the City to acquire the Acquisitions that cannot be timely purchased and to do so pursuant to the "quick take" provisions of Minnesota Statutes, Section 117.042; and,

5. The Mayor and City Clerk are authorized to execute all documents necessary to effect the acquisition of the necessary property interests.

Moved by Councilmember Eiden, seconded by Councilmember Klick

The following voted in favor of said resolution: Ihli, Jullie, Enga, Eiden, Klick

The following voted against the same: None

The following abstained: None

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 24 day of September, 2024.

Rick Ihli, Mayor

ATTEST:

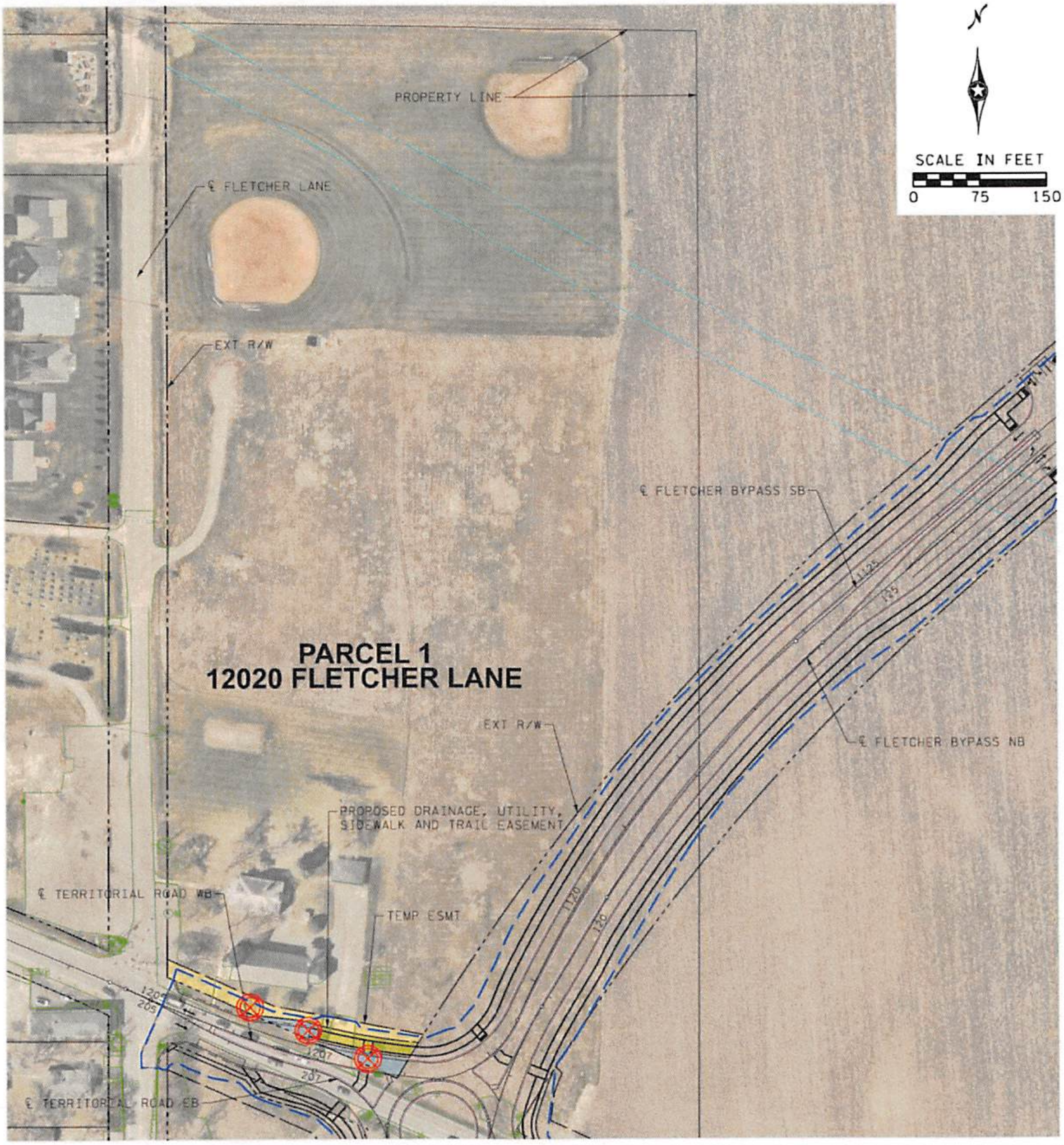
Stacie Brown, City Clerk

Exhibit A

Fletcher Road Bypass Project – Project No. 1409

Property Tax Identification No. 25-120-23-32-0005
Parcel Number: 1
Fee Owner: The Church of St. Walburg of Hassan, n/k/a Mary Queen of Peace Catholic Church
Property Address: 12020 Fletcher Lane, Rogers, MN 55374

Sketch:



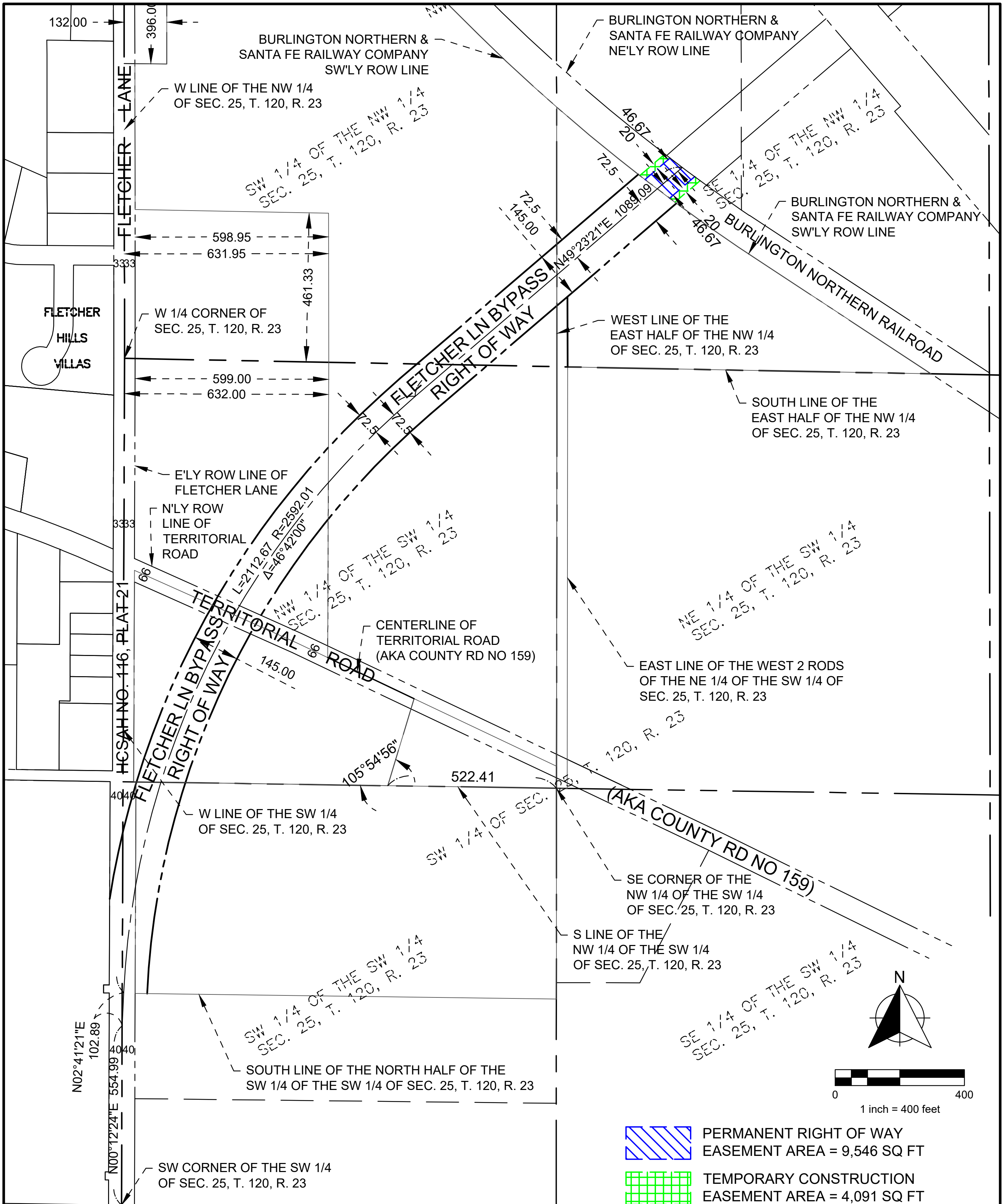
LEGEND

Construction Limits
Existing Features
Proposed Features
Tree Removal
Tree Removal

AREAS (SQ FT)

NEW R/W	NEW PE	NEW TE
2,190	1,941	4,381

12020 Fletcher Lane (Catholic Church Mary Queen Peace) ***PRELIMINARY***
PID 2512023320005
SP 238-136-001 **PARCEL 1** 4/16/2024



Prepared by:	Fletcher Lane Bypass Right of Way Easement Exhibit City of Rogers, Minnesota	WSB Project No. 023286-000 Date: 2/16/24
wsb		THE CITY OF ROGERS MINNESOTA

K:\023286-000\Survey\Drawing\023286-000-Right of Way Easement across Burlington Northern Railroad.dwg, 2/16/2024 1:23:42 PM

GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT

BNSF File No.: BF20454119
Monticello Subdivision, LS 202—MP 19.46
U.S. DOT Number 974401P
Fletcher Bypass

This Agreement **("Agreement")**, is executed to be effective as of __________________ **("Effective Date")**, by and between BNSF RAILWAY COMPANY, a Delaware corporation **("BNSF"),** and the CITY OF ROGERS, a political subdivision of the State of Minnesota **("Agency").**

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Rogers, County of Anoka, State of Minnesota; and

WHEREAS, the Agency is undertaking a project to create a new at-grade crossing to be known as the Fletcher Bypass, located at BNSF Line Segment 202 and Milepost 19.46, and designated by U.S DOT. No. 974401P, by **constructing a new roadway with continuous raised center medians, fencing, pedestrian facilities, advanced warning signage, and railroad crossing signals and activation equipment** within the roadway easement across the BNSF right-of-way as indicated on the Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Agency also desires BNSF to install a new concrete and rubber crossing surface for the new Fletcher Bypass crossing; and

WHEREAS, the parties agree that the RAILROAD will receive no ascertainable benefit from the installation of the crossing surface or advance warning signs, pavement marking stop bars or crossing signal equipment (hereinafter collectively called, "Crossing Signal Equipment"); and

WHEREAS, the BNSF agrees to purchase and install, at AGENCY'S sole expense, the crossing signal equipment and the new crossing surface described in the scope of work herein, and upon the terms and conditions set forth below; and

WHEREAS, the Agency shall permanently close and vacate the existing road and passive warning at-grade public crossing located at Line Segment 202, Milepost 19.93, U.S DOT No. 095657R, Monticello Subdivision, Twin Cities Division. The crossing shall be permanently closed, vacated, abandoned, and removed; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I) SCOPE OF WORK

1. The term **"Project"** as used herein includes any and all work related to the construction of a new roadway with continuous raised center medians, fencing, pedestrian facilities, and advanced warning signage for the Fletcher Bypass, U.S. DOT No. 974401P, crossing, by Agency, and installation of crossing signals/activation equipment/new crossing surfaces for the Fletcher Bypass, U.S. D.O.T No. 974401P, (hereinafter referred to as the **"Crossing"**), by BNSF, more particularly described on the Exhibit A, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation, and the permanent removal, closure, vacation, and abandonment of the at-grade public crossing located at Line Segment 202, Milepost 19.93, DOT No. 095657R, Monticello Subdivision, Twin Cities Division.

ARTICLE II) RAILROAD OBLIGATIONS

In consideration of the covenants of Agency set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. Upon Agency's payment to BNSF of an administrative fee in the sum of Two Thousand and No/100 Dollars ($2,500), together with the Temporary Construction License Fee in the sum of Two Thousand Four Hundred Twenty Five and No/100 Dollars ($2,425.00), BNSF hereby grants to Agency, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Crossing across or upon the portion of BNSF's right-of-way described further on Exhibit A-1, attached hereto and incorporated herein, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

(a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;

(b) Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate;

(c) Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate.

The term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Project, or (ii) three (3) years following the Effective Date. The Temporary Construction License and related rights given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Crossing only and shall not be used by Agency for any other purpose. Agency acknowledges and agrees that Agency shall not have the right, under the Temporary Construction License, to use the Crossing for any other purpose than construction. In the event Agency is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to Agency herein.

Upon Agency's payment to BNSF of the additional sum of Nineteen Thousand Eight Hundred Forty Five and No/100 Dollars ($19,845.00), such payment to be made within thirty (30) days of issuing the Notice to Proceed pursuant to Article III, Section 16 of this Agreement, and provided further that Agency is in compliance with the term and conditions of this Agreement, BNSF will grant to Agency, its successors and assigns, an easement to operate and maintain a public right of way as set forth on Exhibit B attached to this Agreement(hereinafter called, the "Easement"). If Agency fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

2. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of Agency, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:

(a) Procurement of materials, equipment and supplies necessary for the railroad work; and

(b) Preliminary engineering, design, and contract preparation for railroad work; and

(c) Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof; and

(d) Furnishing engineering and inspection as required in connection with the construction of the Project; and

(e) Removal and disposal of the existing at-grade public crossing (U.S. D.O.T. No. 095657R), including removal of the warning devices, and obliteration of the crossing between the rails and two feet outside thereof; and

(f) Installation of one new 88-foot concrete and rubber crossing surface for the one track, complete with new rail, ties, ballast, fasteners, along with appropriate surfacing, to carry the new roadway and pedestrian facilities at the new road crossing location; and

(g) Installation of Crossing Signal Equipment and Crossing Signal Control House at the new crossing location as shown on Exhibit A; and

(h) Make such changes in the alignment, location and elevation of its telephone, telegraph, signal and/or wire lines and appurtenances along, over or under the tracks, both temporary and permanent, at agency expense, as may become necessary by reason of the construction of the Project.

3. BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.

4. Agency agrees to reimburse BNSF for work of an emergency nature caused by Agency or Agency’s contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of Agency and Agency agrees to fully reimburse BNSF for all such emergency work.

5. BNSF may charge Agency for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

6. During the construction of the Project, BNSF will send Agency progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Agency must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send Agency a detailed invoice of final costs, segregated as to labor and

materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

ARTICLE III) AGENCY OBLIGATIONS

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, Agency agrees as follows:

1. Agency must furnish to BNSF plans and specifications for the Project. Said plans (reduced size 11" x 17"), showing the plan and profile of the roadway work on BNSF right-of-way and marked as Exhibit A, attached hereto and made a part hereof, must be submitted to BNSF for the development of railroad cost estimates.

2. Agency must make any required application and obtain all required permits and approvals for the construction of the Project.

3. Agency must acquire all rights of way necessary for the construction of the Project.

4. Agency must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (http://www.bnsf.com/communities/faqs/pdf/utility.pdf), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.

5. Agency must construct the Project as shown on the attached Exhibit A and do all work ("Agency's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work are as follows:

   (a) Design and Construction of the new at-grade Fletcher Bypass railroad crossing; and

   (b) Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD"); and

   (c) Installation of advance warning signs in accordance with the MUTCD; and

(d) Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way; and

(e) Provide suitable drainage, both temporary and permanent; and

(f) Provide all barricades, lights, flagmen or traffic control devices necessary for preventing vehicular traffic from using a portion of the Crossing, during the installation of the concrete crossing surfaces, and also during the installation of the Crossing Signal Equipment; and

(g) Construct asphalt/concrete roadway surface on approaches to each track. Roadway surface will match elevation of the Main Track crossing surface and remain level to a point at least thirty (30) feet from nearest rail. Any concrete headers will be constructed no closer than 6'-0" from centerline of each track to provide for a minimum of 12'-0" opening for track and railroad crossing surface; and

(h) Provide and place six (6) to twelve (12) inch wide section of asphalt between roadway concrete headers (and sidewalks) and the new concrete crossing surfaces; and

(i) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

6. The Agency approves of the location of the signals and signal bungalow installation by BNSF as shown on Exhibit A;

7. The Agency must have advanced railroad crossing signs and standard pavement markings in place at the crossing shown on Exhibit A (if the same are required by the MUTCD) prior to the acceptance of this Project by the Agency;

8. The Agency must give BNSF's Manager Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad portion of the work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written Notice to Proceed is received from Agency.

9. The Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

10. For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the agreement

attached hereto as Exhibit C-1. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "**www.BNSFContractor.com**"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.

11. Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

12. Agency must include the following provisions in any contract with its contractor(s) performing work on said Project:

(a) The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor will be responsible for contacting BNSF and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

(b) Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative Dan Peltier at (763) 782-3495 to stop construction at no cost to the Agency or BNSF until these items are completed.

(c) The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.

(d) In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies).**THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.**

13. Agency must require compliance with the obligations set forth in this agreement, including <u>Exhibit C</u> and <u>Exhibit C-1</u>, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III and IV; and (ii) the provisions set forth in <u>Exhibit C</u> and <u>Exhibit C-1</u>, attached hereto and by reference made a part hereof.

14. Except as otherwise provided below in this Section 14, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:

(a) All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;

(b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;

(c) No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF an agreement in the form of <u>Exhibit C-1</u>, and (ii) delivered to and secured BNSF's approval of the required insurance; and

(d) If it is in Agency's best interest, Agency may direct that the construction of the Project be done by day labor under the direction and control of Agency, or if at any time, in the opinion of Agency, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, Agency may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, Agency will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.

(e) To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's Roadmaster 90 days advance notice of the proposed times and dates for work windows. BNSF and Agency's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.

15. Agency must advise the appropriate BNSF Manager Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, Agency must notify BNSF's Manager Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

16. **TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AGENCY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO AGENCY**

PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY AGENCY, OR (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER..

17. Agency shall take all necessary actions to permanently close, vacate, and abandon, the roadway crossing the right of way at the at-grade public crossing located at Line Segment 202, Milepost 19.93, DOT No. 095657R, Monticello Subdivision, Twin Cities Division, prior to the start of construction of said new Fletcher Bypass at-grade crossing. In no event will the new crossing be opened for public travel prior to permanent closure, vacation, and abandonment of the former crossing. Agency shall provide written documentation to BNSF of such actions within (10) days of such vacation and abandonment and sign the crossing closure agreement as seen as Exhibit E.

18. Agency must perform all necessary work to obtain the permanent closure, vacation, and removal of the at-grade public crossing located at Line Segment 202, Milepost 19.93, DOT No. 095657R, Monticello Subdivision, Twin Cities Division, across BNSF's right-of-way. BNSF will cooperate with Agency to achieve the closures and vacation and will remove the crossing surface within its right-of-way. Agency agrees to fully reimburse BNSF for all such work pursuant to Article II, Section 6 herein.

ARTICLE IV) JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications.

2. The work hereunder must be done in accordance with the Exhibit A and the detailed plans and specifications approved by BNSF.

3. Agency must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction

schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either BNSF or its related railroads, or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

4. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Agency (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Agency (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner that is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Agency fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by Agency or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following **AGENCY** individual in writing:

Doran Cote, Public Works Director/City Engineer
City of Rogers, Minnesota
22350 South Diamond Lake Road
Rogers, Minnesota 55374
dcote@rogersmn.gov

5. Agency must supervise and inspect the operations of all Agency contractors to ensure compliance with the plans and specifications accepted by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until Agency corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify **AGENCY** for appropriate corrective action.

6. Pursuant to this section and Article II, Section 6 herein, Agency must, "out of funds made available to it for the construction of the Project", reimburse BNSF in full for the **actual costs** of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes).

Additionally, Agency shall contribute an upfront lump sum payment of Five Hundred Twenty Four Thousand Nine Hundred Twenty Nine and No/100 Dollars ($524,929) (**hereinafter referred to as "Agency's Share")** towards the lifespan maintenance and future reconstruction of the railroad crossing signal equipment, to be paid to BNSF upon invoice to the City and prior to the placing in-service of the crossing and signal equipment for public roadway use.

7. All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

8. The construction of the Project will not commence until Agency gives BNSF's Manager Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number BF20454119 and U.S. D.O.T. Crossing No. 974401P and must state the time that construction activities will begin.

9. In addition to the terms and conditions set forth elsewhere in this Agreement, BNSF and the Agency agree to the following terms upon completion of construction of the Project:

(a) Agency will own and be fully responsible for repairs, maintenance, future construction or reconstruction of the Fletcher Bypass roadway, including the portion of roadway located between any future tracks; and

(b) Agency will maintain the elevation of the Fletcher Bypass roadway approaches to match the elevation on the railroad track crossing surfaces and to be no more than three (3) inches above or six (6) inches below top-of-rail elevation at a distance measured thirty (30) feet from the nearest rail; and

(c) Agency will maintain the advanced railroad crossing warning signs and pavement markings and to the extent allowed by law, agrees to hold harmless and indemnify BNSF for any claims, damages or losses, in whole or in part, caused by or due to the Agency's failure to maintain the advanced warning signs and markings or other requirements of the MUTCD; and

(d) Agency will do nothing and permit nothing to be done in the maintenance of the Fletcher Bypass roadway which will interfere with or endanger facilities of BNSF; and

(e) It is expressly understood by Agency and BNSF that any right to install utilities will be governed by applicable law which may include a separate permit or license agreement between the parties hereto; and

(f) BNSF will, at its sole cost and expense, provided Agency makes Agency's Share payment as detailed in Article IV, Section 6 above, operate and maintain the Crossing Signal Equipment, Crossing Signal Control House, and the new crossing surface, from end-of-tie to end-of-tie, in proper condition; and

(g) Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the Agency or any other governmental or legislative authority increase the Agency's portion of maintenance cost under this Agreement, BNSF will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the Agency's increased portion of maintenance costs will be incorporated into and made a part of this Agreement; and

(h) If the Crossing Surface installed hereunder cannot, through age, be maintained, or by virtue of its obsolescence, requires replacement, the cost of material and installation of a new crossing surface will be negotiated by the Agency and BNSF; and

(i) If a highway improvement project necessitates rearrangement, relocation, replacement, or alteration of the Crossing Signal Equipment, Crossing Signal House, or the new crossing surface installed hereunder, the costs for such rearrangement, relocation, replacement, or alteration will be the responsibility of the Agency, unless otherwise funded by available Federal or State resources.; and

(j) If any of the Crossing Signal Equipment is partially or wholly destroyed, then such repair and/or replacement costs must be distributed among the parties as follows:

    (k) In the event the BNSF's sole negligence destroys or damages the Crossing Signal Equipment and/or the Crossing Signal House, BNSF must, at its sole cost and expense, replace or repair such Crossing Signal Equipment and/or Crossing Signal House.

(l) In the event the Crossing Signal Equipment is damaged or destroyed by any other cause, Agency and BNSF will negotiate the allocation of costs to replace or repair such Crossing Signal Equipment and/or Crossing Signal House.

(m) If the Crossing Signal Equipment and/or Crossing Signal House installed hereunder cannot, through age, be maintained, or by virtue of its obsolescence, requires replacement, the cost of installation of the new crossing signal equipment and/or new crossing signal house will be negotiated by the Agency and BNSF.

10. Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **Inspection and Maintenance** purposes and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.

11. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of Minnesota and the Federal Highway Administration, for a period of three (3) years from the date of final BNSF invoice under this Agreement.

12. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, the parties understand and agree that upon opening the Crossing for normal traffic operation, Hennepin County will assume jurisdiction of the crossing and ownership of the Easement.

13. In the event construction of the Project does not commence within 12-months of the Effective Date, this Agreement will become null and void.

14. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

15. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

16. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

17. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF Railway Company:

BNSF's Manager of Public Projects - MN
80 44th Avenue
Minneapolis, MN 55421
Phone: 763-782-3492

Agency:

Doran Cote, Public Works Director/City Engineer
City of Rogers, Minnesota
22350 South Diamond Lake Road
Rogers, Minnesota 55374
dcote@rogersmn.gov

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

[SIGNATURE PAGE 1 OF 1]

BNSF RAILWAY COMPANY

By: ______________________________

Printed Name: ____________________

Title: _____________________________

WITNESS:

By: ______________________________

Printed Name: ____________________

Title: _____________________________

AGENCY

CITY OF ROGERS, MINNESOTA

By: ______________________________

Printed Name: ____________________

Title: _____________________________

WITNESS:

By: ______________________________

Printed Name: ____________________

Title: _____________________________

EXHIBIT "A"

EXHIBIT A-1

EXHIBIT “B”

EASEMENT AGREEMENT
FOR GRADE CROSSING FLETCHER LANE
(C&M Agreement)

THIS EASEMENT AGREEMENT FOR GRADE CROSSING FLETCHER LANE ("**Easement Agreement**") is made and entered into as of the _______ day of _____________________ 2024 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and **CITY OF ROGERS**, a political subdivision of the State of Minnesota ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Rogers, County of Hennepin, State of Minnesota, at Railroad Line Segment 202 Mile Post 19.46, as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of ______________________________________ concerning improvements on or near the Premises (the “**C&M Agreement**”).

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the C&M Agreement incorporated herein as if fully set forth in this instrument

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be for transportation purposes to operate and maintain a public right of way.. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"),.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

(a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;

(b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises;

Section 2 **Term of Easement**. The term of Permanent Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual. The term of the Temporary Easement, unless sooner terminated under provisions of this Easement Agreement, shall expire on the date that is 2 years after the Effective Date.

Section 3 **No Warranty of Any Conditions of the Premises.** Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, INCLUDING ENVIRONMENTAL CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 **Nature of Grantor's Interest in the Premises.** GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 **Improvements.** Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 **Taxes and Recording Fees**. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 **Environmental.**

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all Environmental Laws (as defined below). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Grantee shall use its best efforts to immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises must be immediately reported to Grantor at EnvironmentalLeases@bnsf.com. Grantee also shall give Grantor prompt notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure a release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises.

7.4 Soils and Materials Management.

(a) If during the construction or subsequent maintenance of the Improvements or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Grantee will stop work immediately and notify Grantor. After consultation with Grantor, Grantee shall, at Grantee’s expense, characterize any such impacted soils. Upon receiving sampling results, Grantee shall, at Grantee’s expense in consultation with Grantor, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

(b) All soils and materials to be removed from the Grantor’s property or right of way must be properly characterized, managed, transported, and disposed at an appropriately-licensed facility, at Grantee’s expense, in accordance with all Environmental Laws. Grantee shall be the “Generator” of any and all such materials and waste, as such term is defined in Environmental Laws.

(c) All fill materials to be imported to Grantor’s property shall be certified clean fill or from a BNSF-approved source.

7.5 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.6

7.7 Notwithstanding anything in this Section 7, the parties agree that Grantor has no duty or obligation to monitor Grantee's use of the Premises to determine Grantee's compliance with Environmental Laws, it being solely Grantee's responsibility to ensure that Grantee's use of the Premises is compliant. Neither the exercise nor the failure by Grantor to exercise any rights granted in this Section will alter the liability allocation provided by this Easement Agreement.

7.8 "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

7.9 "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

Section 8 **<u>Default and Termination</u>**.

8.1 <u>Grantor's Performance Rights</u>. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.2024

8.2 <u>Abandonment</u>. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose for a continuous period of one year. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 <u>Effect of Termination or Expiration</u>. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

Section 9 Surrender of Premises.

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

(a) leave the Premises in a condition which is as near as practicable to that which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to a condition which is as near as practicable to that which existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 Liens. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 Tax Exchange. Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 30 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 Miscellaneous.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of **[Minnesota]** without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement and the C&M Agreement, which is incorporated herein, is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

Section 15. Administrative Fee. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Easement Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of $2,500.00 over and above the agreed upon acquisition price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: ______________________________
Name: Dean Ferris

Title: Director Real Estate and Right of Way Management

GRANTEE:

CITY OF ROGERS,
a political subdivision of the State of Minnesota

By: ____________________________________
Name: ____________________________________
Title: ____________________________________

EXHIBIT "A"

Premises

EASEMENT AGREEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this ________ day of_________________, 2024, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and **CITY OF ROGERS**, a political subdivision of the State of Minnesota("**Grantee**"), whose address for purposes of this instrument is 22350 South Diamond Lake Road Rogers, Minnesota 55374, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in Hennepin County, Minnesota as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**');

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated ______________________________, 2024 (the "**Easement Agreement**") which set forth, among other things, the terms of transportation easement granted by Grantor to Grantee over and across the Premises for public right of way purposes (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

END OF PAGE – SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: ______________________________
Name: Dean Ferris
Title: Director of Real Estate and Right of Way Management

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ______ day of _________________, 2024, by ______________________________ (name) as ___________________________________(title) of **BNSF RAILWAY COMPANY**, a Delaware corporation.

____
Notary Public

My appointment expires:___________________

(Seal)

GRANTEE:
CITY OF ROGERS,
a political subdivision of the State of Minnesota

By: ______________________________
Name: ______________________________
Title: ______________________________

STATE OF ________________ §
§
COUNTY OF ______________ §

This instrument was acknowledged before me on the ______ day of ______________________, 2024, by __________________________________ (name) as _____________________________(title) of __________________________________, a _______________________________________.

____
Notary Public

My appointment expires:___________________

(Seal)

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of **work under AGENCY agreement BNSF File No. BF20454119**.

- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit “C-1” Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit “C-1”. Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.

- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway’s opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway’s Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway’s right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Doran Cote, Public Works Director/City Engineer
City of Rogers, Minnesota
22350 South Diamond Lake Road
Rogers, Minnesota 55374
dcote@rogersmn.gov

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

- **1.01.06** The Contractor must notify **The City of Rogers** and Railway's Manager Public Projects, telephone number (763) 782-3492 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor’s notification to Railway must refer to Railway's file **BF20454119**.

- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current “BNSF-UPRR Guidelines for Temporary Shoring” must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current “BNSF-UPRR Guidelines for Temporary Shoring”. All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01 No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.**

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

- **1.03.02** The Contractor must notify the Railway's Division Engineer Tyrel Antonich at (763) 782-3495and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
  - 15'-0" Horizontally from centerline of nearest track
  - 21'-6" Vertically above top of rail
  - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
  - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to

15,000 volts

- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
  - 25’ Horizontally from centerline of nearest track
  - 23’ 6” Vertically above top of rail

- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **City of Rogers** and must not be undertaken until approved in writing by the Railway, and until the **City of Rogers** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **City of Rogers** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site **www.BNSFContractor.com**, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

- **1.04.02** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

  The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at **www.erailsafe.com**, in addition to any other applicable regulatory requirements.

  Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

  Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's **Roadmaster Jeff Sinnott (telephone 218-391-7286)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

  - **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

- **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.

- **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

- **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.

- **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

- **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

- **1.05.03** Flagging services will be performed by qualified Railway flaggers.

- **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.

- **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

- **1.05.03c** The cost of flagger services provided by the Railway will be borne by **The City of Rogers**. The estimated cost for one (1) flagger is approximately between $1,200.00-$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

- **1.05.03d** The average train traffic on this route is 1 freight trains per 24-hour period at a timetable speed 25 MPH and 0 passenger trains.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.

- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing <u>must</u> include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).

- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.

- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.

- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, **www.BNSFContractor.com,** however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **<u>(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)</u>**

- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**

- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative Dan Peltier ((763) 782-3495).** All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the

Railway's Project Representative no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

☐ Passenger on train (C)

☐ Non-employee (N)
(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)

☐ Contractor/safety sensitive (F)

☐ Contractor/non-safety sensitive (G)

☐ Volunteer/safety sensitive (H)

☐ Volunteer/other non-safety sensitive (I)

☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates

☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates

☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID: ______________________

Transmit attached information to Accident/Incident Reporting Center by:
Fax 1-817-352-7595 or by Phone 1-800-697-6736 **or email to: Accident-Reporting.Center@BNSF.com**

Officer Providing Information:

(Name)	(Employee No.)	(Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St: ______________________ 2. Date: ______________ Time: __________

County: ______________________ 3. Temperature: ______ 4. Weather: ______________
(if non BNSF location)

Mile Post / Line Segment: ______________________

5. Driver's License No (and state) or other ID: **SSN (required)**: ______________________

6. Name (last, first, mi): ______________________________________

7. Address: ______________________ City: ____________ St: __________ Zip: ____________

8. Date of Birth: ______________________ and/or Age: ________ Gender: ________
(if available)

Phone Number: ______________________ Employer: ______________________

9. Injury: ______________________________ 10. Body Part: ______________
(i.e., Laceration, etc.) (i.e., Hand, etc.)

11. Description of Accident (To include location, action, result, etc.): ______________________

____

____

____

12. Treatment:

- ☐ First Aid Only
- ☐ Required Medical Treatment ______________________________
- ☐ Other Medical Treatment ______________________________

13. Dr. Name: ______________________________ Date: ______________

14. Dr. Address:
Street: ______________________ City: ______________________ St: __________ Zip: ____________

15. Hospital Name: ______________________________

16. Hospital Address:
Street: ______________________ City: ______________________ St: __________ Zip: ____________

17. Diagnosis: ____

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

EXHIBIT "C-1"

Agreement Between
BNSF RAILWAY COMPANY and the CONTRACTOR

Railway File: ______________________

Agency Project: BF20454119 City of Rogers, MN – Fletcher Bypass

____ (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated ______________, 20___, with the City of Rogers for the performance of certain work in connection with the following project: Construction of a new at-grade crossing for City of Rogers, **Fletcher Bypass** at railroad Line Segment 202, Mile Post 19.46. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for City of Rogers (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) **<u>RELEASE OF LIABILITY AND INDEMNITY</u>**

   Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of $2,000,000 each occurrence and an aggregate limit of at least $4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to ***Railway*** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
   - Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
   - Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

   This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
   - Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance naming only the ***Railway*** as the Insured with coverage of at least $2,000,000 per occurrence and $6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:
   - Endorsed to include the Pollution Exclusion Amendment
   - Endorsed to include the Limited Seepage and Pollution Endorsement.
   - Endorsed to remove any exclusion for punitive damages.
   - No other endorsements restricting coverage may be added.
   - The original policy must be provided to the ***Railway*** prior to performing any work or services under this Agreement
   - Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against ***Railway*** for all claims and suits against ***Railway***. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against ***Railway*** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against ***Railway*** for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of ***Railway.*** If granted by ***Railway***, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all ***Railway*** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to ***Railway*** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify ***Railway*** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to ***Railway*** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, ***Railway*** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming ***Railway*** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify ***Railway*** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify ***Railway*** herein.

Failure to provide evidence as required by this section shall entitle, but not require, ***Railway*** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by ***Railway*** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving ***Railway*** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, ***Railway*** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however,* that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (http://www.bnsf.com/communities/faqs/permits-real-estate/), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

6) TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway’s representative Kota Patton (763) 782-3209 eight (8) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor’s expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

______________________________ Contractor Legal Name	**BNSF Railway Company**
By: ___________________________	By: ___________________________
Printed Name: __________________	Name: _________________________ Manager Public Projects
Title: __________________________	

Contact Person: __________________

Address: ______________________

City: ___________________________

State: ________ Zip: _____________

Fax: ___________________________

Phone: _________________________

E-mail: _________________________

BNSF RAILWAY

EXHIBIT “D”

EXHIBIT "E"
HIGHWAY-RAIL GRADE CROSSING CLOSURE AGREEMENT

BNSF File No. BF-20454122
Fletcher Lane
U.S. DOT No. 095657R
Railroad Line Segment: 202
Railroad Milepost: 19.93

THIS AGREEMENT, made and entered into by and between the **BNSF RAILWAY COMPANY**, a Delaware corporation, hereinafter referred to as the "BNSF", and the **City of Rogers MN** hereinafter referred to as the "Agency".

WITNESSETH:

WHEREAS, elimination of a grade crossing by closing the road includes the abandonment and permanent vacating of roadway right-of-way across the railroad right-of-way, and

WHEREAS, the Agency intends to relocate Fletcher Lane in the City of Rogers, east of the existing location, and

WHEREAS, BNSF generally does not agree to open any new at-grade road crossings of its tracks unless such new crossing results in the closure of at least two other existing at-grade road crossings, and

WHEREAS, the Agency in cooperation with BNSF will permanently close the Existing Fletcher Lane grade crossing DOT No. 095657R and

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. The Agency after having executed this agreement, and after taking all actions necessary to permanently close and vacate the existing Fletcher Lane Public Crossing DOT No. 095657R and easement across the BNSF's property, and after removing both roadway approaches and installing the appropriate signage and end-of-road treatment in the form of either permanent barricades or natural barricades (re-establishing parallel ditch line, etc.) – located no closer than 50 feet to nearest rail, and shall provide a notice to BNSF certifying when such work is complete. The City of Rogers should contact the BNSF Roadmaster in advance of removing roadway approaches to coordinate scheduling of work next to tracks.

SECTION 2. Reserved.

SECTION 3. The BNSF further agrees to remove to remove the railroad crossing surfaces and crossbuck signs that currently exist on its right-of-way, upon the receipt of the above mentioned statement.

SECTION 4. The Agency agrees to own and maintain their end-of-road treatment.

SECTION 5. The Agency agrees, by the above consideration received that this crossing will remain closed and will not be re-opened by the Agency.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as the dates below indicated.

EXECUTED by the BNSF on ____________________.

BNSF RAILWAY COMPANY

Signature:________________________

Printed Name:______________________

Title: Manager Public Projects

CITY OF ROGERS, MN

Signature:________________________

Printed Name:______________________

Title:____________________________

WITNESS

Signature:________________________

Printed Name:______________________

Title:____________________________

[SAMPLE FORM]

City Street Closure Ordinance

SUPPLIER LEGAL NAME

[ADDRESS]
[ADDRESS]

ORDINANCE NO. [Ordinance Number]

AN ORDINANCE CALLING FOR THE CLOSING OF THE RAILROAD CROSSING LOCATED ON FLETCHER LANE, RAILROAD MILEPOST 19.93

IN THE CITY OF ROGERS, STATE OF MINNESOTA

WHEREAS, The BNSF Railway Company and the City of Rogers have joined together to consolidate redundant and unnecessary street/railroad crossings; and

WHEREAS, the City of Rogers, met in regular session on ______________ ____, and there discussed and approved the railroad crossing closure at Fletcher Lane in the City Limits of the City of Rogers;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE SUPPLIER LEGAL NAME, that the Fletcher Lane US DOT Number 095657R crossing be permanently closed to vehicular traffic and vacated at the time the City places appropriate end-of-road treatment on both of the roadway approaches at a minimum distance of 50 feet from nearest rail of the track. The City will then remove both roadway approaches between the end-of-road treatment and the track. The Railroad will remove the crossing surfaces from between the rails.

In lieu of installing permanent end-of-road barriers, the City may re-establish the natural parallel ditch line.

City shall coordinate removal of roadway approaches with the BNSF Roadmaster in order for the Railroad to provide the required flagging for notification of train operations.

Passed and approved this ____ DAY OF ____________________, _____.

____
(Print Name) – Mayor, etc.

____
(Signature) – Mayor, etc.

ATTEST: ______________________