

AGENDA

ROGERS CITY COUNCIL

July 9, 2024 - 7:00 PM

Budget Workshop 5:30 p.m.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. OPEN FORUM

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

3. PRESENTATIONS

3.1 Presentation by Maria's Voice

3.2 Present Center for Disease Control and Prevention (CDC) Water Fluoridation Quality Award for 2022 to Wally Knapp, Utilities Supervisor and Utilities Staff

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 June 25, 2024 Worksession Minutes and June 25, 2024 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Approval of Resolution 2024-63 Appointing Election Judges and Absentee Ballot Board for August 13, 2024 Primary Election

5.4 Approval of Special Event Permit Application for Northridge Fellowship for September 7, 2024

5.5 Approval of Special Event Permit Application for Northridge Fellowship for October 31, 2024

5.6 Approval of New On-Sale Liquor License for Broadway Pizza, Rogers

5.7 Approval of Resolution No. 2024 - 65, Providing Municipal Approval to the Issuance of a Minnesota Lawful Gambling License to the Rogers Fire Relief Association at Broadway Bar and Pizza, Located at 14040 Rogers Drive, Rogers, Minnesota

5.8 Approve Change Order No. 3, Fire Station 2, City Project No. 2209

- 5.9 Consent to the Assignment and Assumption of Loan Documents with Access Point Technologies
- 5.10 Approve an Easement Encroachment Agreement for Brockton Meadows 2nd Addition
- 5.11 Approve Resolution 2024-64; Letter of Credit Reduction for Phase I of the Asguard Development (Broadway Pizza)
- 5.12 Approval of Memorandum of Understanding between the City of Rogers and Maria's Voice
- 5.13 Approve Skidsteer and Brush Chipper Equipment Purchases

6. PUBLIC HEARINGS

- 6.1 Heliene Minnesota Investment Fund (MIF) Application
 - Resolution 2024-56; Authorizing the Submission of a Minnesota Investment Fund Application to the Department of Employment and Economic Development on Behalf of Heliene

7. GENERAL BUSINESS

- 7.1 Consider Adopting Resolution 2024-60, Denying a Request to Extend an Interim Use Agreement Delaying the Demolition of a Billboard at 21308 John Milless Drive
- 7.2 Accept Bids and Award Contract for the 129th Avenue Reconstruction Project Phase 2, City Project No. 2403
- 7.3 Consideration of Resolution 2024-62 Approving a Purchase Agreement for the Sale of 2.7-acres of City-owned Property to Jacob Ventures, LLC (dba Ray J's)
- 7.4 Approval of Joint Powers Agreement for Assessing Services with Hennepin County
- 7.5 Discussion on Rescheduling the August 13, 2024 City Council Meeting Due to the State Primary Election

8. OTHER BUSINESS

9. CORRESPONDENCE AND REPORTS

10. ADJOURN TO CLOSED SESSION

- 10.1 Adjourn To Closed Session to Discuss Potential Sale of Real Property Pursuant to Minnesota Statute 13D.05, Subdivision 3(c)
PID 14-120-23 21 0022, legally described at L1, Block 1, Uptown Rogers 3rd Addition.

11. ADJOURN



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: July 9, 2024

Agenda Item: No. 3.2

Subject: Present Center for Disease Control and Prevention (CDC) Water Fluoridation Quality Award for 2022 to Wally Knapp, Utilities Supervisor and Utilities Staff

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

Recommended City Council Action

Present Center for Disease Control and Prevention (CDC) Water Fluoridation Quality Award for 2022 to Wally Knapp, Utilities Supervisor and Utilities Staff.

Overview / Background

This award is presented by the CDC through the Minnesota Department of Health (MDH) to Public Water Systems (PWSs) in recognition of significant contributions towards maintaining the optimal level of fluoride in drinking water for 12 consecutive months in a calendar year. By consistently monitoring and adjusting the fluoride levels in our water, Wally and the Utilities staff have played a crucial role in promoting dental health and preventing tooth decay among our residents. Water fluoridation has long been recognized as one of the most effective public health measures, and your commitment to upholding this standard is exemplary. Wally's and the Utilities staff's efforts not only benefit current generations but also contribute to the long-term oral health of future generations.

The CDC, MDH and City of Rogers thank Wally and his team for their unwavering dedication, hard work and commitment to providing the citizens and businesses of Rogers with high quality water.



Staff Recommendation

Present Center for Disease Control and Prevention (CDC) Water Fluoridation Quality Award for 2022 to Wally Knapp, Utilities Supervisor and Utilities Staff.

ATTACHMENTS:

Description

Water Fluoridation Quality Award

Water Fluoridation Quality Award

ROGERS
Minnesota

The Centers for Disease Control and Prevention (CDC)'s support for community water fluoridation is based on more than 75 years of experience and research to show that water fluoridation is safe and effective for promoting good oral health. CDC commends this water system for providing high-quality water fluoridation for 12 consecutive months in 2022 representing a high level of operator care and accomplishment.



Casey Hannan, MPH
Director, Division of Oral Health
National Center for Chronic Disease
Prevention and Health Promotion
Centers for Disease Control and Prevention



Theresa "Tracy" J. Boehmer, P.E.
National Fluoridation Engineer, Division of Oral Health
National Center for Chronic Disease
Prevention and Health Promotion
Centers for Disease Control and Prevention



U.S. Department of
Health and Human Services
Centers for Disease
Control and Prevention



2022



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: July 9, 2024

Agenda Item: No. 5.1

Subject: Approval of June 25, 2024 Worksession Minutes and June 25, 2024 City Council Meeting Minutes

Prepared By: Stacie Brown, City Clerk

Recommended City Council Action

Motion to approve the June 25, 2024 Workshop Minutes and the June 25, 2024 City Council Meeting Minutes.

Staff Recommendation

Motion to approve the June 25, 2024 Workshop Minutes and the June 25, 2024 City Council Meeting Minutes.

ATTACHMENTS:

Description

06.25.24 Worksession Minutes

06.25.24 Council Minutes

1. Call to Order. The Worksession of the Rogers City Council was called to order by Mayor Ihli on Tuesday, June 25, 2024 at 5:30 p.m. at Rogers Community Center, 21201 Memorial Drive, Rogers, MN, 55374

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

Staff present: Steve Stahmer, Administrator; Stacy Scharber, Assistant City Administrator/HR Director; Bridget Bruska, Finance Director; Jason Foster, Police Captain; Patrick Farrens, Fire Chief; Doran Cote, Public Works Director/City Engineer; Brett Angell, Community Development Director; Mike Bauer, Park and Recreation Director; and Stacie Brown, City Clerk.

1. Discussion on Building Inspection Services

Administrator Stahmer opened a discussion on the prospect of the City having an in-house building inspection services department, which was previously discussed at a goal-setting session in May. The City has contracted with Metro West Inspections for many years, as other smaller communities do until the point where they age out, as Rogers did with engineering contractors. Currently for every dollar in permit fees, 32% goes to Metro West Inspections, with 68% going to the City. Staff has been doing research and would like to gauge Council's interest in changing to an in-house Building Official, potentially going into 2025.

Stahmer reviewed some benefits of in-house inspections departments:

- Streamlined process
- Consistent and timely collaboration on all projects
- Better ability to reduce conflict between inspectors
- Higher-level/consistent customer service
- Building department representation in Development Review meetings
- Increased ability to schedule joint inspections

Stahmer shared that as a local comparison, the City of St. Michael previously utilized Metro West, and have had internal building inspections since 1997 (also handling inspections for Albertville). St. Michael has one Building Official, one full-time Inspector, and a part-time Inspector. They also have a Permit Tech/Administrative Assistant position, with the salary split 50% Deputy Clerk and 50% Zoning Administrator.

In looking at permit totals from 2023, Rogers had about 20% more total permits than St. Michael. Approximately 28% of which were new single-family and townhome homes, and comparable numbers for other types of permits. On commercial side, Rogers greatly outweighs St. Michael. If this department was brought inside, there would be a similar need for staff to St. Michael's structure.

Councilor Eiden inquired about the Building Official's responsibilities, as well as a longer-term average for permit data. Stahmer stated that a Building Official would also doing inspections, but holding a higher license. Finance Director Bruska explained that a five-year average was reviewed, which is best practice for government agencies. A three-year average was used for new single-family homes, with some of the current year included for a more accurate assessment. Metro West has been paid over \$500,000 over the past four years. Stahmer added that having done prior reviews over a 10-year basis, it still comes out ahead.

As part of the discussion on permit volume, Community Development Director Angell shared that the Star Tribune and Met Council are both projecting continued growth for outer-ring suburbs. Bruska noted that new homes lead to additional permits for decks, etc.

If in-house, a building department with 2.5 full-time equivalent staffing would cost about \$350,000 including benefits and projected cost-of-living adjustments. In the estimates provided for this discussion, \$100,000 was included for operating expenses, as well as the potential of having to pay Metro West during transition. By bringing building inspections in-house, it would not raise the levy, and may potentially decrease it.

Councilor Eiden asked about the computer services expenses category, and Bruska explained those costs include CitizenServe permit software and credit card processing fees. Councilor Jullie inquired on the possible need for vehicles. Bruska replied that “hand-me down” vehicles may be an option for a while, or continued use of old Police Department vehicles.

Councilor Klick inquired about the potential need to pay Metro West for transitional work. Stahmer explained they would need to finalize the permits they’ve been involved with. Klick asked if customer service skills would be considered when hiring, and Stahmer confirmed that would be a factor. He added that having in-house services would give more control in dealing with things. Eiden asked if the amounts the City pays Metro West are a factor in permit fees. Stahmer explained that the fees are we based on a 1997 universal building code fee schedule, but are still based on valuation.

Councilor Jullie asked if this service could be shared with other cities to soften the cost. Stahmer explained that sharing the services would require more staff to handle the work. Jullie asked if the City is likely to find someone, and Angell stated that Rogers has a strong diversity in projects, which would be attractive to a Building Official. Ihli: Stahmer commented that when an inspection is expected or needed, there would be more ability to have an employee prioritize and manage expectations. Mayor Ihli asked if it would be necessary to need to bring the part-time employee in right away, and Stahmer stated the Building Official would be hired first so they can be involved in hiring inspector. There are ways to estimate how many inspections can be done, and the part-timer would allow for any staff times off.

Councilor Enga inquired about the prospects for an applicant pool. Angell replied that a lot would depend on pay range. It may be a smaller number, but higher-qualified candidates. Stahmer speculated that the City should be able to find someone for the projected amount. This will impact budgeting for 2025.

Council was open to exploring this option further, and staff will move ahead with gathering information.

2. Turf Facility Update and Discussions

Parks and Recreation Director Bauer explained that over the last few months, staff have been working on design options for the indoor turf facility. These have been reviewed by the Parks and Arena Commissions, and decisions need to be made whether to go with a full or half-size field. He displayed renderings of both options. The half size field is estimated at \$9.7 million, and the full-size field would cost up to \$13.2 million (depending on mezzanine and elevators). He reviewed amenities and benefits for both options.

Bauer explained that offerings could be increased for Thumbs-Up with Option 1 (Youth Field). He shared renderings allowing for a second sheet of ice and requests from Youth Hockey in their planning efforts, as well as additional programming. A third option was presented; keeping buildings aligned and forcing triangular spaces to the outside. This would require a second entrance to the turf

facility, and parking on the north side of the building, which could present security concerns. Staff has discussed that many parking stalls may not be necessary, and could be added later.

Bauer noted the drawback of having to drive the ice resurfacing vehicle outside between rinks. Discussion continued regarding costs, and the consensus was that it doesn't make sense to do a half-sized field, only to have costs increase over time. Bauer explained that he is looking for direction on the preferred orientation of facilities. The consensus was option two, and Rogers Youth Hockey Association will be given a chance to provide input on the options preferred by Council.

3. Adjourn

Mayor Ihli adjourned the workshop at 6:59 p.m.

Respectfully Submitted,
Stacie Brown, City Clerk

1. Call to Order. The regular meeting of the City Council of the City of Rogers was called to order by Mayor Ihli on Tuesday, June 25, 2024, at 7:00 p.m. at Rogers Community Center, 21201 Memorial Drive, Rogers, MN, 55374 and online in the Zoom application.

Council present: Rick Ihli, Kevin Jullie, Shannon Klick, Mark Eiden and Amy Enga
Council excused: None.

Staff present: Steve Stahmer, Administrator; Stacy Scharber, Assistant City Administrator/HR Director; Bridget Bruska, Finance Director; Jason Foster, Police Captain; Patrick Farrens, Fire Chief; Doran Cote, Public Works Director/City Engineer; Brett Angell, Community Development Director; Mike Bauer, Park and Recreation Director; and Stacie Brown, City Clerk.

2. Open Forum

No persons addressed the Council.

3. Presentations

Parks and Recreation Director Bauer introduced Katie Shatusky and Kate Swanson, who shared a presentation on the Thumbs-Up after school program. They reviewed the organization's mission, origins, variety of programs, and partnerships with school districts. Ms. Shatusky explained that the Thumbs Up Program offers a safe place for kids to come after school who don't have alternate/structured activities and allows them to discuss mental health. Ms. Swanson shared information on the activities offered, as well as statistics on the visits. She expressed appreciation to the City for the opportunity to provide programming at the Rogers Activity Center.

4. Approve Agenda

Set as submitted.

5. Consent Agenda

- 5.1 Approval of the June 11, 2024 Council Meeting Minutes**
- 5.2 Approval of Bills and Claims**
- 5.3 Approval of Special Event Permit for R Social on Main**
- 5.4 Approve Resolution 2024-58; Accepting Street and Utility Improvements and Authorizing Surety Release for Augusta Prairie**
- 5.5 Approve Resolution 2024-59; Granting Final Plat Approval for Walter Dehn Commerce Center 9th Addition**

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

6. Public Hearings

None.

7. General Business

7.1 Approval of Resolution 2024-57; Supporting the Submission of a Job Creation Fund (JCF) Application on Behalf of Heliene

Community Development Director Angell presented that Canadian-based solar panel manufacturer Heliene is exploring the potential to lease an existing building located at 13225 Brockton Lane in Rogers, which is now fully vacant. Angell noted that Heliene has a location within the State of Minnesota (in the Iron Range region). He added that this potential business would fill the entire building, adding approximately 182 full-time employees in the first two years of operations.

Angell shared that Heliene would be investing nearly \$16 million into this project; with the vast majority in machinery and equipment, and about \$4 million in site and building improvements. As part of the proposed expansion into Rogers, Heliene is looking at pursuing financial incentives through DEED, including the Job Creation Fund (JCF) and the Minnesota Investment Fund (MIF). The MIF application will come before the Council for a Public Hearing at the July 9, 2024 meeting.

Angell provided an overview of the Job Creation Fund grant program through the Department of Employment and Economic Development (DEED). He explained that a non-binding offer has been received for this project from DEED in the amount of \$500,000, and this is an annual rebate program that operates directly between the State and the business. The only involvement for the City is passing a Resolution of support for the application. An award needs to be granted before a lease is signed, which is why this is coming to Council prior to the MIF application. There are no reporting requirements for the City, and these are not City funds involved/no levy impact.

Councilor Eiden moved, Councilor Klick seconded a motion approving Resolution 2024-57, A Resolution Supporting the Submission of a Job Creation Fund (JCF) Application on Behalf of Heliene. Motion carried 5-0.

8. Other Business

None.

9. Correspondence and Reports

No action taken.

10. Adjourn to Closed Session

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

Mayor Ihli adjourned the meeting to Closed Session at 7:24 p.m. to discuss a potential sale of real property owned by the City, pursuant to Minnesota Statute 13D.05, Subdivision 3(c):

- SE Portion of PID 1412023210022

The regular meeting reconvened at 7:51 p.m.

11. Adjourn

Mayor Ihli adjourned the meeting at 7:51 p.m.

Respectfully submitted,

Stacie Brown
City Clerk



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: July 9, 2024

Agenda Item: No. 5.2

Subject: Approval of Bills and Claims

Prepared By: Bridget Bruska, Finance Director

Overview / Background

Motion to approve bills and claims as presented.

Staff Recommendation

Motion to approve bills and claims as presented.

ATTACHMENTS:

Description

AP Cover Sheet

06-21-2024 Checks #92804-92867

06-28-2024 Checks #92868-92898

CITY OF ROGERS
07.09.2024 CITY COUNCIL MEETING
OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAID

City Payroll Checks, Taxes & Misc Fees Paid

6/27/2024 ADP Child Support/Garnishment	124.62
6/27/2024 ADP Direct Deposits	278,649.21
6/27/2024 ADP Payroll Taxes	111,762.53
7/4/2024 Avesis (Employee Paid Supplemental Plan)	359.29
6/25/2024 Colonial Life (Employee Paid Supplemental Plan)	227.58
6/26/2024 Further FSA/DCAP - N. Pearson	500.00
7/1/2024 ICMA Deferred Compensation	2,346.14
6/26/2024 Optum Health Plan Fund	6,650.31
6/21/2024 PERA	67,432.04
6/28/2024 PERA	67,386.56
7/1/2024 State of MN HCSP	3,391.58
7/21/2024 State of MN HCSP - G. Buysse	36,747.06
7/1/2024 State of MN - Deferred Comp	11,573.65
Payroll & Misc Fee Expenditures	<u>587,150.57</u>

City Checks & ACH Paid

6/21/2024 City Checks & ACH Paid (92804-92867)	491,143.88
6/28/2024 City Checks Paid (92868-92898)	127,660.23
City Check & ACH Expenditures	<u>618,804.11</u>

City Misc ACH/Wires Paid

6/21/2024 Roers Project Holdings Transfer	828,200.00
City ACH/Wire Expenditures	<u>828,200.00</u>

City Total To Be Approved

2,034,154.68

Liquor Misc ACH/Wires Paid

Liquor ACH/Wire Expenditures	<u>0.00</u>
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Liquor Total to Be Approved

0.00

Accounts Payable

Computer Check Proof List by Vendor

User: bbruska
Printed: 06/20/2024 - 1:16PM
Batch: 00004.06.2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: airgas	Airgas Inc			Check Sequence: 1	ACH Enabled: False
5507952823	CY-AC 3 - CYL ACETYLENE	61.20	06/21/2024	100-430-3000-42160-0000	
	Check Total:	61.20			
Vendor: ameen	American Engineering Testing Inc			Check Sequence: 2	ACH Enabled: True
INV-196057	Engineering Testing-Station 2	6,619.00	06/21/2024	449-420-2210-43030-2209	
	Check Total:	6,619.00			
Vendor: ancso	Anchor Solar Investments, LLC			Check Sequence: 3	ACH Enabled: True
City Hall 20 #2	City Hall Solar PPA	58.10	06/21/2024	100-410-1940-43810-0000	
City Hall 20 #2	PW Solar PPA	135.55	06/21/2024	100-430-3000-43810-0000	
City Hall PW 20	PW Solar PPA - July	133.09	06/21/2024	100-430-3000-43810-0000	
City Hall PW 20	City Hall Solar PPA - July	57.05	06/21/2024	100-410-1940-43810-0000	
N. Comm. Park 3	NCP Solar PPA - July	395.42	06/21/2024	100-450-5200-43810-0000	
PD 20	PD Solar PPA - July	190.14	06/21/2024	100-420-2100-43810-0000	
PD 20 #2	PD Solar PPA - July	193.65	06/21/2024	100-420-2100-43810-0000	
RAC 20	RAC Solar PPA - July	198.65	06/21/2024	205-450-5205-43810-0000	
RAC 20 #2	RAC Solar PPA - July	193.65	06/21/2024	205-450-5205-43810-0000	
	Check Total:	1,555.30			
Vendor: aspmi	Aspen Mills			Check Sequence: 4	ACH Enabled: False
334026	LS Shirt-A. Ende	86.80	06/21/2024	100-420-2210-42180-0000	
334189	Uniforms - Andrea Hunt	43.39	06/21/2024	100-420-2100-42180-0000	
334207	LS-M. Scharber	49.95	06/21/2024	100-420-2210-42180-0000	
334591	Tie Pants Belt Boot-Reeves-Chong	245.98	06/21/2024	100-420-2210-42180-0000	
CM5143	Credit-Boot-Ky Grandlund	-124.99	06/21/2024	100-420-2210-42180-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	301.13			
Vendor: belco	Bellboy Corporation			Check Sequence: 5	ACH Enabled: True
0108504100	Can Coozies	45.00	06/21/2024	609-497-9760-42580-0000	
0108504100	Mix	156.22	06/21/2024	609-497-9760-42540-0000	
	Check Total:	201.22			
Vendor: blaar	Blaine Area Pet Hospital			Check Sequence: 6	ACH Enabled: False
188447	K9 Zeus Annual Exam	834.73	06/21/2024	100-420-2100-43105-0000	
	Check Total:	834.73			
Vendor: bolme	Bolton & Menk Inc			Check Sequence: 7	ACH Enabled: True
0338014	2024 Topographic Survey & Signal Rehabilitation	4,947.00	06/21/2024	401-430-3121-43030-2401	
0338015	Rogers/Arthur Street Utility Extension	3,107.50	06/21/2024	406-430-3121-43030-1714	
	Check Total:	8,054.50			
Vendor: Wirbe	BreakThru Beverage Minnesota			Check Sequence: 8	ACH Enabled: False
116177170	Liquor	521.25	06/21/2024	609-497-9760-42510-0000	
116274274	Wine	270.95	06/21/2024	609-497-9760-42530-0000	
116274274	Liquor	2,365.17	06/21/2024	609-497-9760-42510-0000	
412343951	Liquor Credit	-5.24	06/21/2024	609-497-9760-42510-0000	
412349957	Liquor Credit	-145.45	06/21/2024	609-497-9760-42510-0000	
	Check Total:	3,006.68			
Vendor: terpo	Brookfield Renewable			Check Sequence: 9	ACH Enabled: False
200100222650	RWAS Solar April	134.96	06/21/2024	609-497-9760-43810-0000	
	Check Total:	134.96			
Vendor: brofi	Brothers Fire Protection Co.			Check Sequence: 10	ACH Enabled: False
W33653	Panel Trouble - IT Server Room	688.00	06/21/2024	100-420-2100-44010-0000	
	Check Total:	688.00			
Vendor: bcabt	Bureau of Criminal Apprehension			Check Sequence: 11	ACH Enabled: False
RFD2024BCA	ORI NCJMN0099 Background Checks X6	199.50	06/21/2024	100-420-2210-44080-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Check Total:		199.50			
Vendor: busjo	Joni Busch			Check Sequence: 12	ACH Enabled: False
452582	Damage Deposit Refund	500.00	06/21/2024	100-000-0000-22000-0000	
Check Total:		500.00			
Vendor: capbe	Capitol Beverage			Check Sequence: 13	ACH Enabled: True
2996433	Wine	411.00	06/21/2024	609-497-9760-42530-0000	
2996433	Liquor	1,468.70	06/21/2024	609-497-9760-42510-0000	
2996433	Pop/NA	200.65	06/21/2024	609-497-9760-42540-0000	
2996433	Beer	2,707.85	06/21/2024	609-497-9760-42520-0000	
2996784	Muni Bar Beer	1,144.65	06/21/2024	609-497-9770-42520-0000	
2996784	Muni Offsale Beer	181.60	06/21/2024	609-497-9770-42521-0000	
Check Total:		6,114.45			
Vendor: miste	Car Wash Partners Inc			Check Sequence: 14	ACH Enabled: False
224428	May PD Car Washes	152.00	06/21/2024	100-420-2100-44040-0000	
Check Total:		152.00			
Vendor: cdwgo	CDW Government			Check Sequence: 15	ACH Enabled: False
RQ60837	Havana Computer Mouse Replacement	63.69	06/21/2024	100-450-5120-42010-0000	
RQ61929	RICOH SCANSNAP IX1600 TAA SCANNER	467.98	06/21/2024	100-430-3000-42010-0000	
RR02434	Computer Dock	122.53	06/21/2024	100-410-1330-42010-0000	
RR02434	Stacie B - Computer Dock	122.53	06/21/2024	100-410-1325-42010-0000	
RR02434	Dep. Fire Marshall -Computer Dock	122.53	06/21/2024	100-420-2210-42010-0000	
RR02434	Geri And Andrew Computer Dock	245.06	06/21/2024	100-430-3000-42010-0000	
RR02434	4 Computer Docks	490.12	06/21/2024	100-420-2100-42010-0000	
RR40883	Computer Equipment CH Front Desk	73.50	06/21/2024	100-410-1325-42010-0000	
Check Total:		1,707.94			
Vendor: berbe	Chas. A. Bernick, Inc.			Check Sequence: 16	ACH Enabled: False
10227052	THC	234.72	06/21/2024	609-497-9760-42535-0000	
10227053	NA	57.40	06/21/2024	609-497-9760-42540-0000	
10227053	Beer	1,730.70	06/21/2024	609-497-9760-42520-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Check Total:		2,022.82			
Vendor: chell	Chet's Shoes LLC			Check Sequence: 17	ACH Enabled: False
S20596	Safety Shoes - B. Ruter	200.00	06/21/2024	100-430-3000-42180-0000	
S20596	Safety Shoes - P. Branchaud	115.00	06/21/2024	100-410-1940-42180-0000	
S20596	Safety Shoes - Andrew Simmons	143.00	06/21/2024	603-496-9495-42180-0000	
S20596	Safety Shoes - B. Rotz	194.00	06/21/2024	100-430-3000-42180-0000	
S20596	Safety Shoes - J. Reemts	143.00	06/21/2024	100-430-3000-42180-0000	
S20596	Safety Shoes - D. Tong	149.00	06/21/2024	100-450-5200-42180-0000	
S20646	Safety Shoes - T. Jarvi	53.50	06/21/2024	602-495-9490-42180-0000	
S20646	Safety Shoes - T. Jarvi	53.50	06/21/2024	601-494-9440-42180-0000	
Check Total:		1,051.00			
Vendor: cinco	Cintas Corporation			Check Sequence: 18	ACH Enabled: True
4195646323	Uniform - SWR 6/12/24	6.09	06/21/2024	602-495-9490-42180-0000	
4195646323	Uniform - WTR 6/12/24	6.08	06/21/2024	601-494-9440-42180-0000	
4195646323	Uniform - PW 6/12/24	23.35	06/21/2024	100-430-3000-42180-0000	
4195646323	Uniform - PK 6/12/24	16.80	06/21/2024	100-450-5200-42180-0000	
4195646323	Uniform - Janitorial 6/12/24	2.78	06/21/2024	100-410-1940-44060-0000	
4195646323	Uniform - Gen'l. Gov't. Bldgs 6/12/24	2.95	06/21/2024	100-410-1940-42180-0000	
4195651263	Muni Mats & Towels 6/12/24	184.28	06/21/2024	609-497-9770-43100-0000	
Check Total:		242.33			
Vendor: citro	City of Rogers			Check Sequence: 19	ACH Enabled: False
003412-000	RWAS Water May	106.39	06/21/2024	609-497-9760-43820-0000	
003952-000	Muni Water May	95.67	06/21/2024	609-497-9770-43820-0000	
004728-000	Water Service-12909 Main St May	15.61	06/21/2024	100-410-1940-43820-0000	
004729-000	Sr. Center Utilities - May	15.61	06/21/2024	100-450-5186-43820-0000	
004730-000	Sewer/Water-FD May	67.95	06/21/2024	100-420-2210-43820-0000	
004730-000	Sewer/Water-CR May	611.56	06/21/2024	100-410-1941-43820-0000	
004732-000	Utility Service-PW May	221.41	06/21/2024	100-430-3000-43820-0000	
004732-000	Utility Service-CH May	94.90	06/21/2024	100-410-1940-43820-0000	
004734-000	NCP Utilities - May	35.01	06/21/2024	100-450-5200-43820-0000	
004736-000	RAC Utilities - May	766.81	06/21/2024	205-450-5205-43820-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
007397-000	PD Sewer/Water - May	267.01	06/21/2024	100-420-2100-43820-0000	
008783-000	Utility Service-NCP Pk Bldg May	101.60	06/21/2024	100-450-5200-43820-0000	
010149-000	Event Center Utilities - May	524.81	06/21/2024	100-410-1941-43820-0000	
011577-000	Utility Service-Splash Pad May	1,224.24	06/21/2024	100-450-5200-43820-0000	
012576-000	21701 Industrial Blvd. - Boyer Bldg May	117.74	06/21/2024	100-410-1940-43820-0000	
	Check Total:	4,266.32			
Vendor: compl	Commercial Plumbing & Heating			Check Sequence: 20	ACH Enabled: False
P24-000035	Refund Commercial Plumbing Fee	500.34	06/21/2024	100-420-2400-32213-0000	
	Check Total:	500.34			
Vendor: mnpip	Core & Main LP			Check Sequence: 21	ACH Enabled: False
V035413	Freight	12.91	06/21/2024	601-494-9440-42150-0000	
V035413	SENSUS COMMAND LINK 2 5396353704418	720.00	06/21/2024	601-494-9440-42150-0000	
V035413	TOUCHREADER AY CPLT M3096+ 53907537	560.00	06/21/2024	601-494-9440-42150-0000	
V035413	PROGRAMMER 100A RE2 IPERL/OMNI 5191	320.00	06/21/2024	601-494-9440-42150-0000	
V040772	510M S/POINT M2 TC SP HR & LD 53963537:	10,260.00	06/21/2024	601-494-9440-42150-0000	
V040772	Freight	45.58	06/21/2024	601-494-9440-42150-0000	
V079715	1312GFSC 12 GOLDFLO SPLIT CPLG SC12	23.22	06/21/2024	603-496-9495-42104-0000	
V083556	131292GF 12 GOLDFLO 90 WT 3PC PE GFE1	77.29	06/21/2024	603-496-9495-42104-0000	
V083556	1312GFSC 12 GOLDFLO SPLIT CPLG SC12	46.44	06/21/2024	603-496-9495-42104-0000	
	Check Total:	12,065.44			
Vendor: crowr	Crow River Farm Equipment			Check Sequence: 22	ACH Enabled: True
209778	7' X 2" X 2" X3/16" Angle Alum	14.05	06/21/2024	602-495-9490-42103-0000	
209778	11' X 3/16" X 2" Alum Flat	4.73	06/21/2024	601-494-9440-42103-0000	
209778	20' X .25" X 3" Hr	68.40	06/21/2024	100-430-3000-42103-0000	
209778	11' X 3/16" X 2" Alum Flat	4.72	06/21/2024	601-494-9440-42103-0000	
209778	7' X 2" X 2" X3/16" Angle Alum	14.04	06/21/2024	602-495-9490-42103-0000	
	Check Total:	105.94			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 23	ACH Enabled: True
2202384	Muni Bar Beer	538.00	06/21/2024	609-497-9770-42520-0000	
2202384	RWAS Beer	441.00	06/21/2024	609-497-9760-42520-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2204682	THC	276.50	06/21/2024	609-497-9760-42535-0000	
2204682	Beer	13,845.20	06/21/2024	609-497-9760-42520-0000	
2204682	Liquor	672.00	06/21/2024	609-497-9760-42510-0000	
2208136	NA/Rootbeer	179.60	06/21/2024	609-497-9760-42540-0000	
2208136	Beer	572.24	06/21/2024	609-497-9760-42520-0000	
2208136	THC	180.00	06/21/2024	609-497-9760-42535-0000	
2209464	Muni Bar Liquor	54.00	06/21/2024	609-497-9770-42510-0000	
2209464	Muni Bar Beer	465.00	06/21/2024	609-497-9770-42520-0000	
	Check Total:	17,223.54			
Vendor: dalen	Dalco Enterprises, Inc			Check Sequence: 24	ACH Enabled: False
4242747	TOILET TISSUE (10 Pks)	433.40	06/21/2024	100-410-1940-42100-0000	
4242747	GARBAGE CAN LINERS	84.16	06/21/2024	609-497-9770-42100-0000	
4242747	TOILET TISSUE (2 Pks)	86.68	06/21/2024	609-497-9770-42100-0000	
	Check Total:	604.24			
Vendor: danman	Dangerous Man Brewing			Check Sequence: 25	ACH Enabled: True
IN-4111	Beer	264.00	06/21/2024	609-497-9760-42520-0000	
IN-4111	THC	225.00	06/21/2024	609-497-9760-42535-0000	
	Check Total:	489.00			
Vendor: delde	Delta Dental of Minnesota			Check Sequence: 26	ACH Enabled: False
CNS0001575792	July EE Paid Dental Insurance	4,079.56	06/21/2024	100-000-0000-21707-0000	
	Check Total:	4,079.56			
Vendor: depem	Department of Employment & Economic Development			Check Sequence: 27	ACH Enabled: False
CDAP140020HFY15	DEED MIF Loan Repayment Adv Ext - 06/2024	3,636.96	06/21/2024	200-465-6500-44600-0000	
	Check Total:	3,636.96			
Vendor: depem	Department of Employment & Economic Development			Check Sequence: 28	ACH Enabled: False
CDAP170010HFY18	DEED MIF Loan Repayment Access Point 05/20	2,751.91	06/21/2024	200-465-6500-44600-0000	
	Check Total:	2,751.91			
Vendor: cldis	Dick Family Inc.			Check Sequence: 29	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1916660	Beer	31.80	06/21/2024	609-497-9760-42520-0000	
1916660	THC	900.00	06/21/2024	609-497-9760-42535-0000	
1921119	Beer	1,697.70	06/21/2024	609-497-9760-42520-0000	
	Check Total:	2,629.50			
Vendor: ehlas	Ehlers & Associates Inc			Check Sequence: 30	ACH Enabled: False
97980	Income Monitoring TIF #12	142.50	06/21/2024	458-463-6300-43140-0000	
97981	Income Monitoring TIF #14	142.50	06/21/2024	460-463-6300-43140-0000	
97982	Income Monitoring TIF #15	142.50	06/21/2024	461-463-6300-43140-0000	
97983	Duffy Downtown Housing TIF Agmt Review	381.25	06/21/2024	203-410-1325-43140-8150	
	Check Total:	808.75			
Vendor: finan	Finance and Commerce			Check Sequence: 31	ACH Enabled: False
745704846	Notice Of Bids:129TH AVENUE RECONSTRU	305.76	06/21/2024	402-430-3121-44310-2403	
	Check Total:	305.76			
Vendor: gense	General Security Serv. Corp.			Check Sequence: 32	ACH Enabled: True
50030324	Muni Alarm June	24.97	06/21/2024	609-497-9770-43100-0000	
50030324	Muni Alarm August	24.95	06/21/2024	609-497-9770-43100-0000	
50030324	Muni Alarm July	24.97	06/21/2024	609-497-9770-43100-0000	
	Check Total:	74.89			
Vendor: mires	Global Reserve			Check Sequence: 33	ACH Enabled: True
ORD-9936	THC	564.00	06/21/2024	609-497-9760-42535-0000	
	Check Total:	564.00			
Vendor: grafs	Grafix Shoppe			Check Sequence: 34	ACH Enabled: False
157473	Graphics For The UTV #6822	210.59	06/21/2024	100-420-2100-42103-0000	
	Check Total:	210.59			
Vendor: grabe	Grape Beginnings, Inc.			Check Sequence: 35	ACH Enabled: False
MN00149400	Wine	447.00	06/21/2024	609-497-9760-42530-0000	
	Check Total:	447.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: heapar	Health Partners			Check Sequence: 36	ACH Enabled: False
616862085655	July ER Paid Health Insurance	6,779.19	06/21/2024	100-450-5200-41310-0000	
616862085655	July ER Paid Health Insurance	446.25	06/21/2024	100-410-1941-41310-0000	
616862085655	July ER Paid Health Insurance	4,306.50	06/21/2024	100-430-3120-41310-0000	
616862085655	July ER Paid Health Insurance	1,979.25	06/21/2024	205-450-5205-41310-0000	
616862085655	July ER Paid Health Insurance	3,992.94	06/21/2024	100-410-1520-41310-0000	
616862085655	July ER Paid Health Insurance	2,528.38	06/21/2024	609-497-9760-41310-0000	
616862085655	July ER Paid Health Insurance	1,852.18	06/21/2024	100-410-1330-41310-0000	
616862085655	July ER Paid Health Insurance	3,226.34	06/21/2024	100-410-1950-41310-0000	
616862085655	July ER Paid Health Insurance	988.50	06/21/2024	100-410-1940-41310-0000	
616862085655	July ER Paid Health Insurance	1,770.84	06/21/2024	100-430-3000-41310-0000	
616862085655	July ER Paid Health Insurance	8,057.11	06/21/2024	100-410-1325-41310-0000	
616862085655	July ER Paid Health Insurance	2,982.33	06/21/2024	100-420-2210-41310-0000	
616862085655	July ER Paid Health Insurance	260.27	06/21/2024	100-430-3245-41310-0000	
616862085655	July ER Paid Health Insurance	446.25	06/21/2024	100-450-5186-41310-0000	
616862085655	July ER Paid Health Insurance	1,945.23	06/21/2024	603-496-9495-41310-0000	
616862085655	July ER Paid Health Insurance	6,091.62	06/21/2024	601-494-9440-41310-0000	
616862085655	July ER Paid Health Insurance	2,254.13	06/21/2024	100-410-1910-41310-0000	
616862085655	July ER Paid Health Insurance	5,734.63	06/21/2024	602-495-9490-41310-0000	
616862085655	July ER Paid Health Insurance	32,014.22	06/21/2024	100-420-2100-41310-0000	
616862085655	July ER Paid Health Insurance	1,481.37	06/21/2024	609-497-9770-41310-0000	
616862085655	July EE Paid Health Insurance	15,187.09	06/21/2024	100-000-0000-21706-0000	
616862085655	July ER Paid Health Insurance	1,363.88	06/21/2024	100-450-5120-41310-0000	
	Check Total:	105,688.50			
Vendor: hencosh	Hennepin County Accounts Receivable			Check Sequence: 37	ACH Enabled: False
1000227985	Radio Fleet Fee- May '24	4,792.07	06/21/2024	100-420-2210-43250-0000	
1000228034	Radio Fleet Fee - May	5,326.43	06/21/2024	100-420-2100-44120-0000	
1000228194	Jail Per Diem - April 2024	150.00	06/21/2024	100-420-2100-43100-0000	
	Check Total:	10,268.50			
Vendor: henpu	Hennepin County Recorder			Check Sequence: 38	ACH Enabled: False
1000227361	RecordEASE Web Transactions June	56.25	06/21/2024	100-430-3000-44300-0000	
1000227361	RecordEASE Web Transactions June	56.25	06/21/2024	100-410-1910-44300-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	112.50			
Vendor: hente 00446300	Hennepin Technical College Range Rental For Command Staff Shoot - June 4	345.00	06/21/2024	Check Sequence: 39 100-420-2100-44360-0000	ACH Enabled: False
	Check Total:	345.00			
Vendor: hirsh 0025341-IN	Hirshfield's 1416-50 ATHLETIC FIELD MARKING NEUT	1,738.80	06/21/2024	Check Sequence: 40 100-450-5200-42100-0000	ACH Enabled: False
0025341-IN	1416-50 ATHLETIC FIELD MARKING NEUT	1,738.80	06/21/2024	100-450-5200-42100-0000	
	Check Total:	3,477.60			
Vendor: hohen 724505	Hohensteins Inc THC	153.00	06/21/2024	Check Sequence: 41 609-497-9760-42535-0000	ACH Enabled: False
724505	NA	117.00	06/21/2024	609-497-9760-42540-0000	
724505	Beer	2,168.40	06/21/2024	609-497-9760-42520-0000	
	Check Total:	2,438.40			
Vendor: jeffi IN313906	Jefferson Fire & Safety, Inc. CAF System	6,159.00	06/21/2024	Check Sequence: 42 207-420-2210-42105-0000	ACH Enabled: False
	Check Total:	6,159.00			
Vendor: johbr 2555855	Johnson Brothers Liquor Co. Liquor	245.25	06/21/2024	Check Sequence: 43 609-497-9760-42510-0000	ACH Enabled: False
2558580	Liquor	271.75	06/21/2024	609-497-9760-42510-0000	
2558581	Liquor	2,946.95	06/21/2024	609-497-9760-42510-0000	
2558582	Wine	4,222.78	06/21/2024	609-497-9760-42530-0000	
2558583	Liquor	996.00	06/21/2024	609-497-9760-42510-0000	
3687845	Beer	120.00	06/21/2024	609-497-9760-42520-0000	
3687846	THC	156.80	06/21/2024	609-497-9760-42535-0000	
6797299	Liquor	3,348.53	06/21/2024	609-497-9760-42510-0000	
6797300	Wine	514.75	06/21/2024	609-497-9760-42530-0000	
6797301	Mix	145.75	06/21/2024	609-497-9760-42540-0000	
6798856	Liquor	199.08	06/21/2024	609-497-9760-42510-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	13,167.64			
Vendor: kanbr	Brandi Kanning			Check Sequence: 44	ACH Enabled: False
452573	Deduct Kitchen & Firepit	-175.00	06/21/2024	100-410-1941-34795-0000	
452573	Deposit Refund	500.00	06/21/2024	100-000-0000-22000-0000	
	Check Total:	325.00			
Vendor: shagr	Kelbro Company			Check Sequence: 45	ACH Enabled: False
3029476	Ice	248.91	06/21/2024	609-497-9760-42570-0000	
3031680	Ice	168.96	06/21/2024	609-497-9760-42570-0000	
	Check Total:	417.87			
Vendor: kengr	Kennedy & Graven, Chartered			Check Sequence: 46	ACH Enabled: False
RG135-00001	General Municipal Matters May 2024	1,776.50	06/21/2024	100-410-1325-43040-0000	
RG135-00011	Police Department Matter May 2024	425.50	06/21/2024	100-420-2100-43040-0000	
RG135-00020	Duffy Development May 2024	212.75	06/21/2024	203-410-1325-43040-8150	
RG135-00096	2024 City Council Meetings May 2024	1,248.75	06/21/2024	100-410-1325-43040-0000	
RG135-00097	Stieg Woods May 2024	1,342.00	06/21/2024	404-450-5200-43040-2303	
RG135-00102	Acquisition Of 12708 Main Street May 2024	24.00	06/21/2024	404-450-5200-43040-0000	
RG135-00107	Harvest View Second Addition May 2024	600.00	06/21/2024	100-410-1325-43040-8150	
RG135-00109	Sale Of Rogers Muni Bar To Craft & Crew May	320.00	06/21/2024	609-497-9770-43040-0000	
	Check Total:	5,949.50			
Vendor: konin	KONE Inc			Check Sequence: 47	ACH Enabled: False
871371233	Elevator Maintenance June	151.28	06/21/2024	100-410-1940-44010-0000	
871371233	Elevator Maintenance June	151.28	06/21/2024	205-450-5205-44010-0000	
871371234	PD Elevator Maintenance June	150.07	06/21/2024	100-420-2100-44010-0000	
	Check Total:	452.63			
Vendor: lezju	Juamil Lezer			Check Sequence: 48	ACH Enabled: False
452595	Damage Deposit Refund	300.00	06/21/2024	100-000-0000-22000-0000	
	Check Total:	300.00			
Vendor: loeoi	Loe's Oil Company Inc.			Check Sequence: 49	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
94573	Recycled Used Oil Filters	35.00	06/21/2024	100-430-3245-43865-0000	
94573	Recycled Used Oil Filters	14.00	06/21/2024	100-430-3000-43840-0000	
94573	Recycled Used Oil Filters	14.00	06/21/2024	100-450-5200-43840-0000	
94573	Recycled Used Oil Filters	1.75	06/21/2024	100-410-1950-44310-0000	
94573	Recycled Used Oil Filters	2.63	06/21/2024	601-494-9440-43840-0000	
94573	Recycled Used Oil Filters	17.50	06/21/2024	100-420-2210-43840-0000	
94573	Recycled Used Oil Filters	2.62	06/21/2024	602-495-9490-43840-0000	
94573	Recycled Used Oil Filters	17.50	06/21/2024	100-420-2100-43840-0000	
	Check Total:	105.00			
Vendor: lucli	Luce Line Brewing			Check Sequence: 50	ACH Enabled: False
E-2612	Beer	300.00	06/21/2024	609-497-9760-42520-0000	
	Check Total:	300.00			
Vendor: maceq	MacQueen Equipment, Inc.			Check Sequence: 51	ACH Enabled: True
P31063	Structural Gear X2-Part Of PPE Insurance Claim	8,792.92	06/21/2024	100-420-2210-42106-0000	
P31166	Boots- Part Of PPE Insurance Claim	607.57	06/21/2024	100-420-2210-42106-0000	
P31171	HCN Monitor Seal	32.05	06/21/2024	100-420-2210-44040-0000	
	Check Total:	9,432.54			
Vendor: menar	Menards, Inc.			Check Sequence: 52	ACH Enabled: False
32410	(9) 3.5" PREM ACCENT	22.41	06/21/2024	100-450-5200-42110-0000	
32410	(12) #1 BANDANA LANTANA	83.88	06/21/2024	100-450-5200-42110-0000	
32410	(6) WAVE PETUNIA	47.94	06/21/2024	100-450-5200-42110-0000	
32458	(18) 3.5" PREM ACCENT	44.82	06/21/2024	100-450-5200-42110-0000	
32458	(4) #1 CRAZYTUNIA	23.96	06/21/2024	100-450-5200-42110-0000	
32458	FLOWERING ANNUALS	2.99	06/21/2024	100-450-5200-42110-0000	
32458	(2) 10" COMBO PLANTER	29.98	06/21/2024	100-450-5200-42110-0000	
32833	STUCCO/MASONRY PAINT PSTL	135.99	06/21/2024	100-450-5200-42100-0000	
32911	BOLT SNAP NI 1	21.90	06/21/2024	100-410-1940-42102-0000	
32911	GE SUPREME K&B SIL	23.96	06/21/2024	100-410-1940-42102-0000	
32911	AUTO WIRE STRIPR 8-22 AWG	22.49	06/21/2024	100-410-1940-42102-0000	
32911	GE SUPREME K&B SIL	23.96	06/21/2024	100-410-1940-42102-0000	
33122	FOAM -A -COIL 1GAL	19.99	06/21/2024	100-410-1940-42102-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
33128	WEED & GRASS CONCENTRATE 2.5G	89.99	06/21/2024	100-430-3120-42240-0000	
33128	VEN STEEL NITRILE100CT	24.98	06/21/2024	100-430-3120-42100-0000	
33245	PARTS FOR NEW SUMP PUMP INSTALLED	136.53	06/21/2024	100-430-3000-42102-0000	
33245	PARTS FOR NEW SUMP PUMP INSTALLED	58.52	06/21/2024	100-410-1940-42102-0000	
33371	PROF LATEX STRIPING YLW	36.98	06/21/2024	100-430-3120-42240-0000	
33371	PURDY 9"X1/2" MARATHON3PK	13.98	06/21/2024	100-430-3120-42240-0000	
33450	BEDDING MULCH FORK YW	69.98	06/21/2024	100-450-5200-42105-0000	
33450	SPADING FORK 4T YW	42.99	06/21/2024	100-450-5200-42105-0000	
33452	8.00 1031023 1X4-10' #3 STANDARD	33.52	06/21/2024	100-430-3120-42240-0000	
	Check Total:	1,011.74			
Vendor: metcou	Metropolitan Council Environmental Services			Check Sequence: 53	ACH Enabled: True
May 2024	SAC Report 5/31/2024	127,927.80	06/21/2024	408-430-3330-43851-0000	
May 2024	SAC Report 5/31/2024	-113,166.90	06/21/2024	408-430-3330-43851-0000	
	Check Total:	14,760.90			
Vendor: schso	MN Equipment Inc.			Check Sequence: 54	ACH Enabled: True
P23168	AM126680 BOWL	46.50	06/21/2024	100-450-5200-42103-0000	
P23168	CHAIN SHARPNING	20.00	06/21/2024	100-450-5200-44040-0000	
P23169	GL650-6 BROOM COMPL	686.67	06/21/2024	100-450-5200-42105-0000	
P23169	FREIGHT	62.54	06/21/2024	100-450-5200-42105-0000	
P23497	41447900301 HANDLE	53.81	06/21/2024	100-450-5200-42103-0000	
	Check Total:	869.52			
Vendor: minhi	MN Highway Safety & Research			Check Sequence: 55	ACH Enabled: False
337900-11001	EVOC/PIT Refresher - Nelson	510.00	06/21/2024	100-420-2100-44360-0000	
	Check Total:	510.00			
Vendor: mrcut	MR Cutting Edge, LLC			Check Sequence: 56	ACH Enabled: False
6610	Blade Sharpening	67.00	06/21/2024	205-450-5205-44040-0000	
	Check Total:	67.00			
Vendor: gssc	My Alarm Center			Check Sequence: 57	ACH Enabled: False
18988792	Alarm Monitoring Fire July '24	19.88	06/21/2024	100-420-2210-43880-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
18988792	Alarm Monitoring CR July '24	24.34	06/21/2024	100-410-1941-43880-0000	
	Check Total:	44.22			
Vendor: saxfl	New Brighton Ford			Check Sequence: 58	ACH Enabled: False
1003130-1	2024 CHEVROLET 3500 SILV 4WD VIN:1GB	44,514.00	06/21/2024	400-430-3000-45800-0000	
1003301-1	2024 CHEV 2500HD SILV 4WD VIN:1GC5YL	46,437.00	06/21/2024	400-430-3000-45500-0000	
1003303-1	2024 CHEV 2500HD SILV 4WD VIN:1GC5YL	46,437.00	06/21/2024	400-430-3000-45500-0000	
	Check Total:	137,388.00			
Vendor: newloco	New Look Contracting, Inc.			Check Sequence: 59	ACH Enabled: False
24-5671	Sanitary MH Repair 21821 Industrial Blvd	1,452.09	06/21/2024	603-496-9495-44055-0000	
24-5671	Sanitary MH Repair 21821 Industrial Blvd	4,356.28	06/21/2024	602-495-9490-44045-0000	
	Check Total:	5,808.37			
Vendor: norto	Northern Tool & Equipment			Check Sequence: 60	ACH Enabled: False
540501166246295	107902-STRAINER-STEEL ROUND HO	37.99	06/21/2024	603-496-9495-42104-0000	
540501166246295	5813561-Suc Hose;3in X 15ft;60	239.98	06/21/2024	603-496-9495-42104-0000	
540501166246295	5819568-MD Hose;3in X 50ft;250	399.98	06/21/2024	603-496-9495-42104-0000	
540501166246295	49623-3" X 15' GREEN PVC SUCTI	129.99	06/21/2024	603-496-9495-42104-0000	
540501166246295	109173-NSTAR 3" SEMI-TRASH WAT	749.99	06/21/2024	603-496-9495-42104-0000	
	Check Total:	1,557.93			
Vendor: omabr	Omann Brothers Inc.			Check Sequence: 61	ACH Enabled: False
17899*	AC Fines Mix	270.90	06/21/2024	100-430-3120-42240-0000	
	Check Total:	270.90			
Vendor: onpoi	On Point Foraging LLC			Check Sequence: 62	ACH Enabled: False
1076	THC	720.00	06/21/2024	609-497-9760-42535-0000	
	Check Total:	720.00			
Vendor: pauso	Paustis & Sons			Check Sequence: 63	ACH Enabled: True
239049	Wine	658.00	06/21/2024	609-497-9760-42530-0000	
	Check Total:	658.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: reifo 163045	Performance Food Group Muni - Popcorn And Oil	93.37	06/21/2024	Check Sequence: 64 609-497-9770-42100-0000	ACH Enabled: False
	Check Total:	93.37			
Vendor: repse 0899-004493444	Republic Services #899 RWAS Trash May	817.54	06/21/2024	Check Sequence: 65 609-497-9760-43840-0000	ACH Enabled: False
0899-004493541	Muni Trash May	465.54	06/21/2024	609-497-9770-43840-0000	
0899-004493558	Hassan Town Hall - Trash Svc May	110.26	06/21/2024	100-410-1940-43840-0000	
0899-004493585	Refuse-FD May '24	28.92	06/21/2024	100-420-2210-43840-0000	
0899-004493585	Refuse-CR May '24	260.26	06/21/2024	100-410-1941-43840-0000	
0899-004493662	RAC Garbage June	70.46	06/21/2024	205-450-5205-43840-0000	
0899-004493807	PD Garbage Service June	383.14	06/21/2024	100-420-2100-43840-0000	
0899-004494099	Event Center Garbage - May	478.66	06/21/2024	100-410-1941-43840-0000	
	Check Total:	2,614.78			
Vendor: emele 1527	Rise Right LLC THC	470.00	06/21/2024	Check Sequence: 66 609-497-9760-42535-0000	ACH Enabled: False
	Check Total:	470.00			
Vendor: rogtr 28030	Rogers True Value Hardware Inc 100' Pro Chalk Reel	14.99	06/21/2024	Check Sequence: 67 100-430-3120-42105-0000	ACH Enabled: False
28032	3/4x60' Elec Tape	3.58	06/21/2024	100-450-5200-42102-0000	
28032	3/4 Poly FPT Adapter	4.79	06/21/2024	100-450-5200-42102-0000	
	Check Total:	23.36			
Vendor: midfo 831289	Roseville Midway Ford Seat Belt Assembly #6882	342.09	06/21/2024	Check Sequence: 68 100-420-2100-42103-0000	ACH Enabled: False
832194	SEAT BELT #6882	27.14	06/21/2024	100-420-2100-42103-0000	
832194	COVER #6882	23.10	06/21/2024	100-420-2100-42103-0000	
833500	(2) HU5Z*15K859*A SENSOR	43.86	06/21/2024	100-430-3000-42103-0000	
833577	(2) HU5Z*15K859*A SENSOR	87.72	06/21/2024	100-430-3000-42103-0000	
CM832194	RETURN: BBSZ*7860044*AC - #6882	-27.14	06/21/2024	100-420-2100-42103-0000	
	Check Total:	496.77			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: samba 26571	Sambatek 52768 ROGERS MN- COUNTY RD 81 REPLA	3,062.50	06/21/2024	Check Sequence: 69 203-465-6500-43140-0000	ACH Enabled: True
	Check Total:	3,062.50			
Vendor: scrin W99526	SCR Inc St Cloud Replace Dixcell Controller	798.53	06/21/2024	Check Sequence: 70 205-450-5205-44040-0000	ACH Enabled: False
W99605	Midseason Refrigeration Check & Maintenance	1,063.58	06/21/2024	205-450-5205-44040-0000	
	Check Total:	1,862.11			
Vendor: souwi 2491496	Southern Glazers Wine & Spirits of Minnesota Liquor	7,659.40	06/21/2024	Check Sequence: 71 609-497-9760-42510-0000	ACH Enabled: False
2491497	Wine	867.59	06/21/2024	609-497-9760-42530-0000	
	Check Total:	8,526.99			
Vendor: srcco 15701.00 - 11	SRF Consulting Group Inc. Rogers New Pedestrian Bridge Over I-94	4,570.78	06/21/2024	Check Sequence: 72 410-450-5300-43030-1711	ACH Enabled: True
	Check Total:	4,570.78			
Vendor: strei I1704054	Streicher's Inc. 2024 Officer Wellness Allowance - Peek	314.99	06/21/2024	Check Sequence: 73 207-420-2100-42105-0000	ACH Enabled: False
I1704120	2024 Officer Wellness Allowance - Madson	338.97	06/21/2024	207-420-2100-42105-0000	
	Check Total:	653.96			
Vendor: sylco 83612	Sylva Corporation, Inc. SoftStep® Playground Safety Surfacing - NCP	2,526.64	06/21/2024	Check Sequence: 74 100-450-5200-42100-0000	ACH Enabled: False
83756	SoftStep® Playground Safety Surfacing-Shadow	2,324.68	06/21/2024	100-450-5200-42100-0000	
	Check Total:	4,851.32			
Vendor: carbu 111673	Tegrete Muni Cleaning June	1,533.75	06/21/2024	Check Sequence: 75 609-497-9770-44060-0000	ACH Enabled: True
	Check Total:	1,533.75			
Vendor: mpxgr 414332	The MPX Group Corp Graphics Engraved On Tumblers	1,597.60	06/21/2024	Check Sequence: 76 100-420-2100-44385-0000	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Check Total:		1,597.60			
Vendor: urbgr	Urban Growler Brewing Company, LLC			Check Sequence: 77	ACH Enabled: False
E-36632	Beer	445.00	06/21/2024	609-497-9760-42520-0000	
E-36632	THC	174.00	06/21/2024	609-497-9760-42535-0000	
Check Total:		619.00			
Vendor: usilo	USIC Holdings, Inc			Check Sequence: 78	ACH Enabled: False
665336	Locates 6/3/24 - 6/9/24	75.25	06/21/2024	601-494-9440-43150-0000	
665336	Locates 6/3/24 - 6/9/24	24.50	06/21/2024	603-496-9495-43150-0000	
665336	Locates 6/3/24 - 6/9/24	75.25	06/21/2024	602-495-9490-43150-0000	
666078	Locates 6/10/24 - 6/16/24	14.00	06/21/2024	603-496-9495-43150-0000	
666078	Locates 6/10/24 - 6/16/24	43.00	06/21/2024	601-494-9440-43150-0000	
666078	Locates 6/10/24 - 6/16/24	43.00	06/21/2024	602-495-9490-43150-0000	
Check Total:		275.00			
Vendor: verwi	Verizon Wireless Services, LLC			Check Sequence: 79	ACH Enabled: True
9965779409	MOBILE BROADBAND May	35.03	06/21/2024	603-496-9495-43250-0000	
9965779409	MOBILE BROADBAND May	20.01	06/21/2024	601-494-9440-43250-0000	
9965779409	MOBILE BROADBAND May	70.02	06/21/2024	100-430-3000-43250-0000	
9965779409	MOBILE BROADBAND May	20.00	06/21/2024	602-495-9490-43250-0000	
Check Total:		145.06			
Vendor: verwi	Verizon Wireless Services, LLC			Check Sequence: 80	ACH Enabled: True
9965779410	NCP Concessions iPad - May	40.01	06/21/2024	100-450-5200-43250-0000	
Check Total:		40.01			
Vendor: verwi	Verizon Wireless Services, LLC			Check Sequence: 81	ACH Enabled: True
9965779408	Verizon FD May '24	570.16	06/21/2024	100-420-2210-43210-0000	
Check Total:		570.16			
Vendor: verwi	Verizon Wireless Services, LLC			Check Sequence: 82	ACH Enabled: True
9965779407	PD May Cell Phone Bill	1,545.62	06/21/2024	100-420-2100-43250-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,545.62			
Vendor: grain	W.W. Grainger, Inc.			Check Sequence: 83	ACH Enabled: True
9143767227	Mini Light Bulbs-E22	5.86	06/21/2024	100-420-2210-44040-0000	
9145773827	5W514 PLEATED AIR FILTER18X24X2MERV	20.77	06/21/2024	100-410-1940-42102-0000	
9145773827	5W514 PLEATED AIR FILTER18X24X2MERV	48.47	06/21/2024	100-430-3000-42102-0000	
9145773835	5W515 PLEATED AIR FILTER20X24X2MERV	148.08	06/21/2024	100-410-1941-42102-0000	
9150064930	38YR83 HYDRAULIC HOSE SUPPORT CLAMP	9.68	06/21/2024	100-420-2210-42103-0000	
9150064930	38YR84 HYDRAULIC HOSE SUPPORT CLAMP	10.41	06/21/2024	100-420-2210-42103-0000	
9150064930	1BAA9 CLAMPOD 3 IN3/4 IN WSTEELVINY	11.09	06/21/2024	100-420-2210-42103-0000	
9150064930	481Z26 CABLE CLAMP4" DIA.3/4" WPK5	18.52	06/21/2024	100-420-2210-42103-0000	
9151076768	31TN81 PHTP HEAT PUMP11800 BTUH230/2	1,102.74	06/21/2024	601-494-9440-42104-0000	
	Check Total:	1,375.62			
Vendor: watco	Watson Company			Check Sequence: 84	ACH Enabled: True
142706	NCP Concessions	562.25	06/21/2024	100-450-5120-42550-0000	
	Check Total:	562.25			
Vendor: cnasu	Western Surety Company			Check Sequence: 85	ACH Enabled: False
70037266	MN Technology Systems Contractor	250.00	06/21/2024	100-430-3000-43600-0000	
	Check Total:	250.00			
Vendor: browh	White Cap			Check Sequence: 86	ACH Enabled: False
50027017361	103SP16SD 16"X4-1/2" POOL TROWEL DUR.	91.50	06/21/2024	100-450-5200-42105-0000	
50027017361	208CF576PF 6"X6" 3/8" RADIUS BLUE STEE	17.84	06/21/2024	100-450-5200-42105-0000	
50027017361	103143D 16" ROUND END MAGNESIUM FLOAT	24.94	06/21/2024	100-450-5200-42105-0000	
50027017361	103145D 16" MAGNESIUM FLOAT DURASO	55.18	06/21/2024	100-450-5200-42105-0000	
	Check Total:	189.46			
Vendor: xcele	Xcel Energy			Check Sequence: 87	ACH Enabled: False
51-6488909-6	13850 BITTERSWEET LANE May	100.68	06/21/2024	100-450-5200-43810-0000	
51-6488909-6	TRIANGLE PARK/VETERAN'S MEM'L. - 127	41.16	06/21/2024	100-450-5200-43810-0000	
	Check Total:	141.84			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: xcele 51-6752987-1	Xcel Energy Muni Electric May	1,229.60	06/21/2024	Check Sequence: 88 609-497-9770-43810-0000	ACH Enabled: False
	Check Total:	1,229.60			
Vendor: xcele 51-6488911-0	Xcel Energy TRAFFIC SIGNALS May	1,128.41	06/21/2024	Check Sequence: 89 100-430-3120-43170-0000	ACH Enabled: False
	Check Total:	1,128.41			
Vendor: ziein IN001509231	Ziegler, Inc. RENTAL: WT-SSL B6S Hydraulic Hammer	234.00	06/21/2024	Check Sequence: 90 100-430-3120-44100-0000	ACH Enabled: False
	Check Total:	234.00			
Vendor: zolmed 3982531	ZOLL Medical Corporation Zoll AED X14	45,663.80	06/21/2024	Check Sequence: 91 400-420-2210-45800-0000	ACH Enabled: True
	Check Total:	45,663.80			
	Total for Check Run:	491,143.88			
	Total of Number of Checks:	91			

Accounts Payable

Computer Check Proof List by Vendor

User: bbruska
Printed: 06/26/2024 - 1:10PM
Batch: 00005.06.2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: abdei	Abdo			Check Sequence: 1	ACH Enabled: True
492316	2023 OSA Financial Reporting Form	90.00	06/28/2024	609-497-9760-43010-0000	
492316	2023 OSA Financial Reporting Form	450.00	06/28/2024	100-410-1520-43010-0000	
492316	2023 OSA Financial Reporting Form	90.00	06/28/2024	601-494-9440-43010-0000	
492316	2023 OSA Financial Reporting Form	90.00	06/28/2024	602-495-9490-43010-0000	
492316	2023 OSA Financial Reporting Form	90.00	06/28/2024	603-496-9495-43010-0000	
492316	2023 OSA Financial Reporting Form	90.00	06/28/2024	609-497-9770-43010-0000	
	Check Total:	900.00			
Vendor: aspmi	Aspen Mills			Check Sequence: 2	ACH Enabled: False
334634	Boots Belt LS Pants	370.91	06/28/2024	100-420-2210-42180-0000	
	Check Total:	370.91			
Vendor: belco	Bellboy Corporation			Check Sequence: 3	ACH Enabled: True
0203993200	Liquor	1,633.35	06/28/2024	609-497-9760-42510-0000	
0203993200	Wine	875.20	06/28/2024	609-497-9760-42530-0000	
0203993200	THC	589.20	06/28/2024	609-497-9760-42535-0000	
	Check Total:	3,097.75			
Vendor: booisl	Boom Island Brewing			Check Sequence: 4	ACH Enabled: True
1406	Beer	170.00	06/28/2024	609-497-9760-42520-0000	
	Check Total:	170.00			
Vendor: Wirbe	BreakThru Beverage Minnesota			Check Sequence: 5	ACH Enabled: False
116375178	Wine	1,040.70	06/28/2024	609-497-9760-42530-0000	
116375178	Mix	41.41	06/28/2024	609-497-9760-42540-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
116375178	Liquor	4,127.83	06/28/2024	609-497-9760-42510-0000	
	Check Total:	5,209.94			
Vendor: brofi	Brothers Fire Protection Co.			Check Sequence: 6	ACH Enabled: False
W33719	June 2024 Semi Annual Server Room Inspection	450.00	06/28/2024	100-420-2100-44010-0000	
	Check Total:	450.00			
Vendor: callto	CallTower Inc			Check Sequence: 7	ACH Enabled: False
201995259	Monthly Phone Service June	1,743.74	06/28/2024	100-410-1330-43250-0000	
	Check Total:	1,743.74			
Vendor: capbe	Capitol Beverage			Check Sequence: 8	ACH Enabled: True
2999488	Beer Credit	-13.95	06/28/2024	609-497-9760-42520-0000	
2999489	NA	22.50	06/28/2024	609-497-9760-42540-0000	
2999489	Beer	4,647.35	06/28/2024	609-497-9760-42520-0000	
2999489	THC	420.00	06/28/2024	609-497-9760-42535-0000	
2999489	Liquor	655.85	06/28/2024	609-497-9760-42510-0000	
	Check Total:	5,731.75			
Vendor: berbe	Chas. A. Bernick, Inc.			Check Sequence: 9	ACH Enabled: False
10229837	THC	182.40	06/28/2024	609-497-9760-42535-0000	
10229838	NA	221.40	06/28/2024	609-497-9760-42540-0000	
10229838	Beer	1,980.30	06/28/2024	609-497-9760-42520-0000	
10232646	Muni Bar Beer	157.30	06/28/2024	609-497-9770-42520-0000	
	Check Total:	2,541.40			
Vendor: cinco	Cintas Corporation			Check Sequence: 10	ACH Enabled: True
4196362529	RWAS Mats & Towels 6/19/24	174.63	06/28/2024	609-497-9760-43100-0000	
4196362682	CR Floor Mats 6/19/24	8.86	06/28/2024	100-410-1941-44060-0000	
	Check Total:	183.49			
Vendor: cit	Computer Integration Technologies Inc			Check Sequence: 11	ACH Enabled: True
377792	Endpoint Detection Monthly Service July	414.00	06/28/2024	100-410-1330-43190-0000	
377877	DNS Filter July	325.00	06/28/2024	100-410-1330-43190-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	739.00			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 12	ACH Enabled: True
2210029	Liquor	658.00	06/28/2024	609-497-9760-42510-0000	
2210029	Beer	23,990.84	06/28/2024	609-497-9760-42520-0000	
2210029	NA	175.70	06/28/2024	609-497-9760-42540-0000	
2210029	THC	228.00	06/28/2024	609-497-9760-42535-0000	
2216226	Muni Bar Mix	38.80	06/28/2024	609-497-9770-42540-0000	
2216226	Muni Offsale Beer	308.00	06/28/2024	609-497-9770-42521-0000	
2216226	Muni Bar Beer	637.00	06/28/2024	609-497-9770-42520-0000	
2216226	Muni Bar Liquor	211.80	06/28/2024	609-497-9770-42510-0000	
	Check Total:	26,248.14			
Vendor: cldis	Dick Family Inc.			Check Sequence: 13	ACH Enabled: True
1925184	Muni Bar Beer	198.00	06/28/2024	609-497-9770-42520-0000	
1925262	THC	900.00	06/28/2024	609-497-9760-42535-0000	
1925262	Beer	497.45	06/28/2024	609-497-9760-42520-0000	
	Check Total:	1,595.45			
Vendor: dinfi	Dinges Fire Company			Check Sequence: 14	ACH Enabled: False
54720	Rescue Manikins	4,425.00	06/28/2024	207-420-2210-42105-0000	
	Check Total:	4,425.00			
Vendor: ecrs	ECRS			Check Sequence: 15	ACH Enabled: False
AR104123	RWAS POS Contract 2024	2,083.88	06/28/2024	609-000-0000-15500-0000	
AR104123	RWAS POS Contract 2023	2,083.88	06/28/2024	609-497-9760-43190-0000	
	Check Total:	4,167.76			
Vendor: ecsi	ECSI System Integrators			Check Sequence: 16	ACH Enabled: False
19932*02	CCTV & Access Control- New St 2	16,890.00	06/28/2024	449-420-2210-45200-2209	
	Check Total:	16,890.00			
Vendor: emeap	Emergency Apparatus Main. Inc.			Check Sequence: 17	ACH Enabled: False
131682	Pump Test & Inspection E11	1,124.61	06/28/2024	100-420-2210-44080-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
131683	Pump Test & Inspection E22	1,179.98	06/28/2024	100-420-2210-44080-0000	
131684	Pump Test & Inspection E21	1,097.89	06/28/2024	100-420-2210-44080-0000	
131685	Pump Test & Inspection A11	1,218.58	06/28/2024	100-420-2210-44080-0000	
132348	Primer Repair E21	205.50	06/28/2024	100-420-2210-44040-0000	
132350	Inspection R12	550.31	06/28/2024	100-420-2210-44080-0000	
132351	Inspection T11	366.88	06/28/2024	100-420-2210-44080-0000	
132375	LDH & Deluge Valve Repair E11	1,487.25	06/28/2024	100-420-2210-44040-0000	
	Check Total:	7,231.00			
Vendor: fosja	Jason Foster			Check Sequence: 18	ACH Enabled: False
June 2024	Out Of Pocket Expenses For FBI Academy - Me	256.50	06/28/2024	100-420-2100-41310-0000	
	Check Total:	256.50			
Vendor: grabe	Grape Beginnings, Inc.			Check Sequence: 19	ACH Enabled: False
MN00149771	Wine	510.00	06/28/2024	609-497-9760-42530-0000	
MN00149771	Liquor	236.00	06/28/2024	609-497-9760-42510-0000	
	Check Total:	746.00			
Vendor: guape	Guardian Pest Solutions, Inc.			Check Sequence: 20	ACH Enabled: False
2577178	Hassan Town Tall Pest Control June	33.60	06/28/2024	100-410-1940-43100-0000	
	Check Total:	33.60			
Vendor: hegpi	Heggie's Pizza LLC			Check Sequence: 21	ACH Enabled: False
1221997029	Muni Pizza For Resale	203.40	06/28/2024	609-497-9770-42550-0000	
	Check Total:	203.40			
Vendor: ideal	Ideal Printers			Check Sequence: 22	ACH Enabled: False
000041346	Citizen Police Academy Post Cards	125.00	06/28/2024	100-420-2100-44385-0000	
	Check Total:	125.00			
Vendor: inbre	Insight Brewing			Check Sequence: 23	ACH Enabled: False
15808	THC	1,300.00	06/28/2024	609-497-9760-42535-0000	
	Check Total:	1,300.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 24	ACH Enabled: False
0025102	Liquor	414.15	06/28/2024	609-497-9760-42510-0000	
0025103	Wine	201.75	06/28/2024	609-497-9760-42530-0000	
2561744	Wine	3,178.98	06/28/2024	609-497-9760-42530-0000	
2563641	Liquor	1,042.25	06/28/2024	609-497-9760-42510-0000	
2563642	Freight	0.15	06/28/2024	609-497-9760-42510-0000	
2563676	Liquor	1,259.45	06/28/2024	609-497-9760-42510-0000	
2563677	Liquor	2,632.40	06/28/2024	609-497-9760-42510-0000	
2563678	Wine	2,182.25	06/28/2024	609-497-9760-42530-0000	
292200	Wine Credit	-29.34	06/28/2024	609-497-9760-42530-0000	
292218	Wine Credit	-115.05	06/28/2024	609-497-9760-42530-0000	
294916	Liquor Credit	-280.75	06/28/2024	609-497-9760-42510-0000	
296836	Liquor Credit	-11.67	06/28/2024	609-497-9760-42510-0000	
391730	THC Credit	-36.92	06/28/2024	609-497-9760-42535-0000	
6797302	Muni Bar Liquor	1,621.86	06/28/2024	609-497-9770-42510-0000	
6797303	Muni Bar Wine	264.35	06/28/2024	609-497-9770-42530-0000	
6801002	Wine	158.20	06/28/2024	609-497-9760-42530-0000	
6801033	Liquor	1,277.70	06/28/2024	609-497-9760-42510-0000	
6801034	Wine	938.70	06/28/2024	609-497-9760-42530-0000	
6801035	NA/Mix	170.65	06/28/2024	609-497-9760-42540-0000	
7476975	Freight	2.64	06/28/2024	609-497-9760-42530-0000	
7476979	Wine	1,021.33	06/28/2024	609-497-9760-42530-0000	
753821	Wine Credit	-9.00	06/28/2024	609-497-9760-42530-0000	
	Check Total:	15,884.08			
Vendor: jqpinc	Julee Quarve-Peterson			Check Sequence: 25	ACH Enabled: False
23-187	Main Street ADA Consulting	1,946.86	06/28/2024	203-410-1325-43140-0000	
	Check Total:	1,946.86			
Vendor: shagr	Kelbro Company			Check Sequence: 26	ACH Enabled: False
3031996	Ice	206.72	06/28/2024	609-497-9760-42570-0000	
3036661	Muni Pop Rental June	98.76	06/28/2024	609-497-9770-44100-0000	
	Check Total:	305.48			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: shaim INV0516	Kevin Alan Knapp Window Tint For Squad Builds - 6841 6842 6843	480.00	06/28/2024	Check Sequence: 27 400-420-2100-45500-0000	ACH Enabled: False
	Check Total:	480.00			
Vendor: mamun 384616	M Amundson Cigar & Candy Co LLP Tobacco	2,166.80	06/28/2024	Check Sequence: 28 609-497-9760-42560-0000	ACH Enabled: True
384616	Paper Bags Suckers	86.03	06/28/2024	609-497-9760-42100-0000	
384616	Tubes Shotglasses Jello Shots	101.44	06/28/2024	609-497-9760-42580-0000	
384616	Mix	33.60	06/28/2024	609-497-9760-42540-0000	
384616	Beer Salt	33.96	06/28/2024	609-497-9760-42550-0000	
	Check Total:	2,421.83			
Vendor: maceq P11100	MacQueen Equipment, Inc. Seatbelts-E11 Belt & Air Cleaner-A11 Belt-E22	459.57	06/28/2024	Check Sequence: 29 100-420-2210-42103-0000	ACH Enabled: True
P11111	Seat Belts-E11	221.94	06/28/2024	100-420-2210-42103-0000	
	Check Total:	681.51			
Vendor: mndehe 1047333	MN Dept of Health 2024 Hospitality Fee	40.00	06/28/2024	Check Sequence: 30 100-410-1941-44380-0000	ACH Enabled: False
	Check Total:	40.00			
Vendor: schso P19473	MN Equipment Inc. 36RS 72E CHAIN	77.98	06/28/2024	Check Sequence: 31 100-450-5200-42103-0000	ACH Enabled: True
	Check Total:	77.98			
Vendor: minhi 337900-11023	MN Highway Safety & Research EVOC/PIT Refresher - Salazar	635.00	06/28/2024	Check Sequence: 32 100-420-2100-44360-0000	ACH Enabled: False
	Check Total:	635.00			
Vendor: gssc 18988861	My Alarm Center RWAS Alarm July	47.39	06/28/2024	Check Sequence: 33 609-497-9760-43100-0000	ACH Enabled: False
	Check Total:	47.39			
Vendor: patem	Emily Patnode			Check Sequence: 34	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
369409	Learn To Skate Refund	69.00	06/28/2024	100-450-5120-34790-0000	
	Check Total:	69.00			
Vendor: reifo	Performance Food Group			Check Sequence: 35	ACH Enabled: False
171953	Muni Food Trays	81.78	06/28/2024	609-497-9770-42100-0000	
	Check Total:	81.78			
Vendor: potve	Veerendranath Pothuri			Check Sequence: 36	ACH Enabled: False
374305	Learn To Skate Refund	69.00	06/28/2024	100-450-5120-34790-0000	
	Check Total:	69.00			
Vendor: legsh	Pre-Paid Legal Services, Inc			Check Sequence: 37	ACH Enabled: False
152672	EE Paid Insurance Premiums - June 2024	31.90	06/28/2024	100-000-0000-21751-0000	
	Check Total:	31.90			
Vendor: rogpr	Rogers Printing Metro, Inc			Check Sequence: 38	ACH Enabled: True
66393	Notary Stamp - Hunt	36.50	06/28/2024	100-420-2100-43500-0000	
	Check Total:	36.50			
Vendor: rogtr	Rogers True Value Hardware Inc			Check Sequence: 39	ACH Enabled: False
28055	Pail Outlet Cover Screws	12.68	06/28/2024	100-420-2210-42100-0000	
	Check Total:	12.68			
Vendor: souwi	Southern Glazers Wine & Spirits of Minnesota			Check Sequence: 40	ACH Enabled: False
2494524	Liquor	3,097.62	06/28/2024	609-497-9760-42510-0000	
2494525	Wine	1,139.29	06/28/2024	609-497-9760-42530-0000	
2494526	Freight	1.28	06/28/2024	609-497-9760-42510-0000	
	Check Total:	4,238.19			
Vendor: steso	Steele Solutions			Check Sequence: 41	ACH Enabled: False
059784	Firearm Locker Equipment	6,752.00	06/28/2024	207-420-2100-42105-0000	
059785	Firearm Locker Equipment	5,998.00	06/28/2024	207-420-2100-42105-0000	
	Check Total:	12,750.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: strei	Streicher's Inc.			Check Sequence: 42	ACH Enabled: False
I1704950	2024 Officer Wellness Allowance - Rose	120.00	06/28/2024	207-420-2100-42105-0000	
I1705096	2024 Officer Wellness Order - Peek	142.98	06/28/2024	207-420-2100-42105-0000	
	Check Total:	262.98			
Vendor: sumla	Summer Lakes Beverage LLC			Check Sequence: 43	ACH Enabled: True
7659	Mix	378.00	06/28/2024	609-497-9760-42540-0000	
	Check Total:	378.00			
Vendor: onene	theipguys.net LLC			Check Sequence: 44	ACH Enabled: False
D-504736	Monthly Fiber Data And Analog Services July	931.74	06/28/2024	100-410-1330-43250-0000	
	Check Total:	931.74			
Vendor: vinin	Vinocopia Inc			Check Sequence: 45	ACH Enabled: True
0352726-IN	Liquor	1,120.50	06/28/2024	609-497-9760-42510-0000	
0352726-IN	Wine	687.00	06/28/2024	609-497-9760-42530-0000	
0352726-IN	Mix	26.00	06/28/2024	609-497-9760-42540-0000	
	Check Total:	1,833.50			
Vendor: yalme	Yale Mechanical, LLC			Check Sequence: 46	ACH Enabled: True
258363	Quoted Repairs	85.00	06/28/2024	100-420-2100-44010-0000	
	Check Total:	85.00			
	Total for Check Run:	127,660.23			
	Total of Number of Checks:	46			



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: July 9, 2024

Agenda Item: No. 5.3

Subject: Approval of Resolution 2024-63 Appointing Election Judges and Absentee Ballot Board for August 13, 2024 Primary Election

Prepared By: Stacie Brown, City Clerk

Recommended City Council Action

Motion to approve Resolution 2024-63 Appointing Election Judges and Absentee Ballot Board for August 13, 2024 State Primary Election.

Overview / Background

Each election cycle, the City Council is required to adopt a Resolution appointing Judges for the upcoming election.

The individuals listed on Resolution 2024-63 have applied to serve as Election Judges for the August 13, 2024 State Primary Election, and have completed Election Judge training as required by Minnesota Statute 204B.25.

Additional Judges may be appointed as applications are received and training requirements are met; and this Resolution allows for the City Clerk to make additions and substitutions as deemed necessary.

Staff Recommendation

Motion to approve Resolution 2024-63 Appointing Election Judges and Absentee Ballot Board for August 13, 2024 State Primary Election.

ATTACHMENTS:

Description

Resolution 2024-63

RESOLUTION NO. 2023-63

**A RESOLUTION APPOINTING ELECTION JUDGES AND ABSENTEE BALLOT
BOARD FOR THE AUGUST 13, 2024 STATE PRIMARY ELECTION**

BE IT RESOLVED by the City Council of the City of Rogers that the following individuals are hereby appointed as Election Judges for the State Primary Election to be held on August 13, 2024 at the rate of pay, per hour, as specified:

Name	Absentee Judge Rate	Election Day Judge Rate
Cynthia Adams		\$16.00
Brian Bailey		\$16.00
Diane Baker - Head Judge	\$17.00	\$17.00
Kenneth Bolvin		\$16.00
Marilyn Brick	\$17.00	\$16.00
Joel Brockman		\$16.00
Deborah Creelman		\$16.00
Terri Grant - Head Judge	\$17.00	\$17.00
Jerry Grant	\$17.00	\$16.00
Carole Hamilton		\$16.00
Rose Ivey - Head Judge	\$17.00	\$17.00
Michael Jadrich		\$16.00
Deborah Jensen		\$16.00
Gregory Kemmetmueller		\$16.00
Jay Kulp		\$16.00
Joan LeVasseur		\$16.00
Denise Nord		\$16.00
Tim Norton		\$16.00
David Samuelson - Head Judge	\$17.00	\$17.00
Mary Schlegel - Head Judge	\$17.00	\$17.00
Sharon Stuckmayer		\$16.00
Rick Taylor		\$16.00
Judi Volkers - Head Judge		\$16.00
Michael Volkers		\$16.00
Joyce Ann Wefel - Head Judge	\$17.00	\$17.00

BE IT FURTHER RESOLVED by the City Council of the City of Rogers that the following individuals are hereby appointed to serve on the Absentee Ballot Board for the Primary Election to be held on August 13, 2024 at \$17.00 per hour; City staff paid at regular rate of pay, as specified:

Diane Baker	Terri Grant	Mary Schlegel	Teresa Schmiedlin
Marilyn Brick	David Samuelson	Joyce Ann Wefel	Rose Ivey
Stacie Brown	Amy Solum	Stacy Scharber	Jerry Grant

BE IT FURTHER RESOLVED that the Rogers City Council also appoints other individuals and all members appointed to the Hennepin County Absentee Ballot Board as authorized under Minn. Stat. 204B.21, subd. 2 under the direction of the Election Manager to serve as members of the Rogers Absentee Ballot Board; and

BE IT FURTHER RESOLVED that the City Clerk is with this, authorized to make any substitutions or additions as deemed necessary.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted on favor of said Resolution:

The following voted against the same:

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

Rick Ihli, Mayor

ATTEST:

Stacie Brown, City Clerk



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: July 9, 2024

Agenda Item: No. 5.4

Subject: Approval of Special Event Permit Application for Northridge Fellowship for September 7, 2024

Prepared By: Stacie Brown, City Clerk

Recommended City Council Action

Motion to approve a Special Event Permit application from Northridge Fellowship for September 7, 2024.

Overview / Background

Northridge Fellowship has submitted a Special Event Permit Application with required fees for their Community Block Party event to be held on September 7, 2024.

The application has been routed to the appropriate department heads, and a permit will not be issued until all department heads have granted approval.

Staff Recommendation

Motion to approve a Special Event Permit application from Northridge Fellowship for September 7, 2024.



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: July 9, 2024

Agenda Item: No. 5.5

Subject: Approval of Special Event Permit Application for Northridge Fellowship for October 31, 2024

Prepared By: Stacie Brown, City Clerk

Recommended City Council Action

Motion to approve a Special Event Permit application from Northridge Fellowship for October 31, 2024.

Overview / Background

Northridge Fellowship has submitted a Special Event Permit Application with required fees for their Trunk or Treat event to be held on October 31, 2024.

The application has been routed to the appropriate department heads, and a permit will not be issued until all department heads have granted approval.

Staff Recommendation

Motion to approve a Special Event Permit application from Northridge Fellowship for October 31, 2024.



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: July 9, 2024

Agenda Item: No. 5.6

Subject: Approval of New On-Sale Liquor License for Broadway Pizza, Rogers

Prepared By: Stacie Brown, City Clerk

Recommended City Council Action

Motion to approve application from Broadway Pizza for a new On-Sale liquor license.

Overview / Background

Broadway Pizza has held a full On-Sale liquor license for several years in Rogers, and is currently licensed through January 31, 2025. Due to the slight change in the location of their building, they are required by the State's Alcohol and Gambling Enforcement Division to apply for a license under their new address.

Ownership of the business has not changed, therefore this application is required only due to the relocation of their operations.

Staff Recommendation

Motion to approve application from Broadway Pizza for a new On-Sale liquor license.



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: July 9, 2024

Agenda Item: No. 5.7

Subject: Approval of Resolution No. 2024 - 65, Providing Municipal Approval to the Issuance of a Minnesota Lawful Gambling License to the Rogers Fire Relief Association at Broadway Bar and Pizza, Located at 14040 Rogers Drive, Rogers, Minnesota

Prepared By: Stacie Brown, City Clerk

Recommended City Council Action

Motion to approve Resolution No. 2024 - 65, A resolution Providing Municipal Approval to the Issuance of a Minnesota Lawful Gambling License to the Rogers Fire Relief Association at Broadway Bar and Pizza, Located at 14040 Rogers Drive, Rogers, MN.

Overview / Background

The City has received an application from the Rogers Fire Relief Association to conduct gambling at the new Broadway Bar and Pizza. The Rogers Fire Relief Association currently conducts gambling at the former Broadway Pizza.

With approval of the resolution, it authorizes the Clerk to sign the State license application.

Staff Recommendation

Motion to approve Resolution No. 2024 - 65, A resolution Providing Municipal Approval to the Issuance of a Minnesota Lawful Gambling License to the Rogers Fire Relief Association at Broadway Bar and Pizza, Located at 14040 Rogers Drive, Rogers, MN.

ATTACHMENTS:

Description

Resolution 2024-65

RESOLUTION NO. 2024 – 65

A RESOLUTION PROVIDING MUNICIPAL APPROVAL TO THE ISSUANCE OF A MINNESOTA LAWFUL GAMBLING LICENSE TO THE ROGERS FIRE RELIEF ASSOCIATION AT BROADWAY BAR AND PIZZA, LOCATED AT 14040 ROGERS DRIVE, ROGERS, MN

WHEREAS, the Rogers Fire Relief Association has made application for a Minnesota Lawful Gambling License at the Rogers Event Center, located at 14040 Rogers Drive, Rogers, MN; and

WHEREAS, the Rogers Fire Relief Association is an active non-profit organization within the Rogers area that has generously contributed within the community; and

WHEREAS, the City Council finds that authorizing the operation of gambling in Broadway Bar and Pizza provides local civic organizations the opportunity to raise needed funds to undertake community-oriented improvements that benefit the Rogers area.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Rogers hereby approves the issuance of a Lawful Gambling License to the Rogers Fire Relief Association at Broadway Bar and Pizza, located at 14040 Rogers Drive, Rogers, MN.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said resolution:

The following voted against said resolution:

The following abstained:

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

Rick Ihli, Mayor

ATTEST:

Stacie Brown, City Clerk



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: July 9, 2024

Agenda Item: No. 5.8

Subject: Approve Change Order No. 3, Fire Station 2, City Project No. 2209

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

Recommended City Council Action

Motion to Approve Change Order No. 3, Fire Station 2, City Project No. 2209

Overview / Background

The City Council accepted bids and awarded a contract for Fire Station 2 to KUE Contractors in the amount of \$8,054,000. Change Order No. 1 in the amount of \$39,198.00 was due primarily to modify the already poured elevator pit and electrical modifications to accommodate the elevator from the selected manufacturer (\$1,716.00) and soil corrections (\$37,123.00). Change Order No. 2 in the amount of \$47,362.00 was due to sanitary sewer invert modifications (\$46,873.00), watermain modifications (deduct \$33,083.00), Department of Labor and Industry (DLI) plumbing plan review modifications (\$9,477.00), storm shelter mechanical changes (\$16,820.00), owner-supplied equipment rough-in changes (\$4,786.00) and additional staff requested interior signage (\$2,489.00).

Change Order No. 3 in the amount of \$49,309.00 is for interior modification to convert a single office and copy room to two offices, apparatus bay changes to the concrete finish and adding safety striping (\$9,798.00), three additional cameras and six card readers (\$22,798.00), plumbing, mechanical and electrical in the apparatus bay (\$8,046.00), miscellaneous changes due to contractor Requests for Information (RFIs) (\$3,264.00), removing an electrical service panel (-\$18,099.00), trash enclosure location change so as to not conflict with aerial access (\$2,275.00), roof drain layout modifications (\$12,410.00), turnout gear extractor pad thickening (\$227.00), flagpole lighting removal (-\$771.00), painting the exposed ceiling in the apparatus bays (\$7,716.00) and additional work needed for an unidentified drain tile (\$1,673.00).

Approval of this Change Order will not exceed the remaining contingency for the project. With approval of this Change Order the remaining contingency will be \$808,031.00 (\$15,000.00 of commissioning fees are being tracked in contingency).

Staff Recommendation

Motion to Approve Change Order No. 3, Fire Station 2, City Project No. 2209

Financial Impact: \$49,309.00 **Budgeted?** Yes

Source Fund: 400

Notes:

ATTACHMENTS:

Description

Wold Recommendation Letter
Change Order No. 3



July 1, 2024

Doran Cote

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

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

Dear Doran:

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

PR #04R	Interior Modifications and App Bay Concrete Floor Finish – At the Owner’s request, this PR was issued to revise the office layout to create a small Office / Copy Room and to revise the floor finish at the Apparatus Bays to be sealed concrete in lieu of the epoxy coating previously approved under Alternate No. 5. Along with the floor finish change, drive lane and safety paint striping were also added to the Apparatus Bays under this PR. Other miscellaneous changes include modifying the wardrobe location and layout in the Bunk Rooms, converting the mail slot alcove to a small coat closet, eliminating the casework bench previously specified for the Lobby, and modifying the light fixture types specified for the canopy above opening 119F.	Add	\$ 9,798.00
PR #06	Additional Cameras and Card Readers – At the Owner’s request, this PR was issued to add six additional card reader locations and three additional camera locations. Scope of work for this PR includes additional conduit and cabling for the new device locations, as well as door hardware modifications to accommodate the new electrified controls.	Add	\$ 22,798.00
PR #09	Apparatus Bay MEP Infrastructure – Upon further review with the Owner and Design Team, this PR was issued to modify the plumbing, HVAC, and electrical infrastructure at the Apparatus Bays to ensure all locations were coordinated for efficient access and operational use. Location modifications to the following equipment were included: Hotsy reels, truck fill reels, air supply hoses, power reels, power cord drops, and door control panels. Additionally, power and switch controls were added for owner-provided signage at the new stair, and the light fixtures specified for the canopy at the main entrance vestibule was modified for in-soffit fixtures.	Add	\$ 8,046.00

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldaec.com | 651 227 7773

**PLANNERS
ARCHITECTS
ENGINEERS**



PR #10	Miscellaneous Edits / RFIs – This PR was issued in response to ongoing coordination via RFIs between the Design Team and the Contractor. The primary cost changes resulting from this PR include the following: modification of the primary and overflow roof drains at the Apparatus Bay roof resulting in a slight credit; adding one access panel to the chase in Storage Room 203 for re-routed low-voltage conduit; modification of the shower floor drains specified resulting in a small credit; additional painting of the exposed structure at the Radio Room storefront; new gypsum board and metal stud framing at the Tool Shop and Shower 113 to accommodate conflicts between the installed steel beams and columns; and adding two louvers to serve the SCBA Room / Storm Shelter.	Add	\$ 3,264.00
PR #11	Electrical Service – Upon further review of the electrical service and electrical room layout, it was determined by the Design Team and Electrical Contractor that a 500a Automatic Transfer Switch could be eliminated from the project scope, including all associated feeder and wiring components. Modifications were made to the docking station to accommodate the equipment elimination. The panel layout in the electrical room was also modified to accommodate this change.	Deduct	(\$18,099.00)
PR #12	Trash Enclosure Location – Upon further review with the Owner and Design Team, this PR was issued to modify the location of the trash enclosure to ensure adequate clearance was available for the ladder truck to access the westernmost Apparatus Bay. The cost for this work to shift the enclosure to the northwest includes additional grading, minor increases in curb length, and minor increases in asphalt paving to be installed.	Add	\$ 2,257.00
PR #13	Roof Drain Layout – Upon review of the plans by the Roofing Contractor and ongoing coordination with the Design Team, it was determined that an additional roof drain and sump would need to be added at the Office Area roof to accommodate the planned location of the mechanical rooftop unit and to eliminate any concerns with water ponding. Due to the steel structure already being installed and the planned chase location for the rooftop unit ductwork drops below, it was determined that the unit could not be shifted or rotated to accommodate the original roof drainage plan designed.	Add	\$ 12,410.00
PR #14	Extractor Pad – Upon review of the extractor equipment's requirements, this PR was issued to modify the curb and thickened slab specified below the planned extractor location to satisfy the Manufacturer's requirements for the Owner-provided equipment.	Add	\$ 227.00



PR #16	Flagpole Lighting – Upon review with the Owner, it was determined that the dome-integrated light fixture provided with the specified flagpole would be sufficient and that the two in-ground light fixtures could be eliminated. This PR was issued to provide a credit on the installation and material costs for the removed fixtures.	Deduct	(\$ 771.00)
COP #04	Exposed Ceiling Painting – The Base Contract Documents call for the exposed structure and roof deck to be painted in areas where an exposed painted ceiling is specified. Upon further review with the Design Team and Owner, it was determined that the exposed sprinkler piping, HVAC ductwork, plumbing piping, and electrical conduit should also be painted in these locations. The cost for this COP includes the additional painting scope required for the Apparatus Bays, fire support areas, and building support areas.	Add	\$ 7,716.00
COP #06	Drain Tile (RFI #96) – Upon excavation along Northdale Boulevard for the installation of the new storm sewer piping, New Look discovered existing drain tile running along the centerline of the ditch in proximity and elevation to the new planned storm sewer piping. It was determined that the existing drain tile should be removed, the proposed 12" culvert be installed at the invert of the removed drain tile, and new drain tile be installed and laid on top of the apron. The cost proposal includes the additional labor hours to remove and replace the drain tile, as well as lowering the culvert elevation by about 1.5'.	Add	\$ 1,673.00

Total Change Order No. 3**ADD \$ 49,309.00**

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

Sincerely,

Wold Architects and Engineers

Jonathan Loose | P.E., LEED AP
Partner

cc: Jake Wollensak, Wold
Jordan Medeiros, Wold



AIA® Document G701® – 2017

Change Order

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

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

CHANGE ORDER INFORMATION:
Change Order Number: Three (3)
Date: July 1, 2024

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

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

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

THE CONTRACT IS CHANGED AS FOLLOWS:

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

PR #04R - Interior Modifications and App Bay Concrete Floor Finish. Add \$9,798.00
PR #06 - Additional Cameras and Card Readers. Add \$22,798.00
PR #09 - Apparatus Bay MEP Infrastructure. Add \$8,046.00
PR #10 - Miscellaneous Edits/RFIs. Add \$3,264.00
PR #11 - Electrical Service. Deduct (\$18,099.00)
PR #12 - Trash Enclosure Location. Add \$2,247.00
PR #13 - Roof Drain Layout. Add \$12,410.00
PR #14 - Extractor Pad. Add \$227.00
PR #16 - Flagpole Lighting. Deduct (\$771.00)
COP #04 - Exposed Ceiling Painting. Add \$7,716.00
COP #06 - Drain Tile (RFI #96). Add \$1,673.00

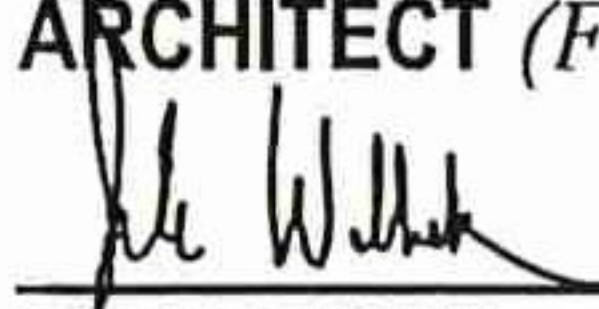
TOTAL CHANGE ORDER NO. 3 ADD \$49,309.00

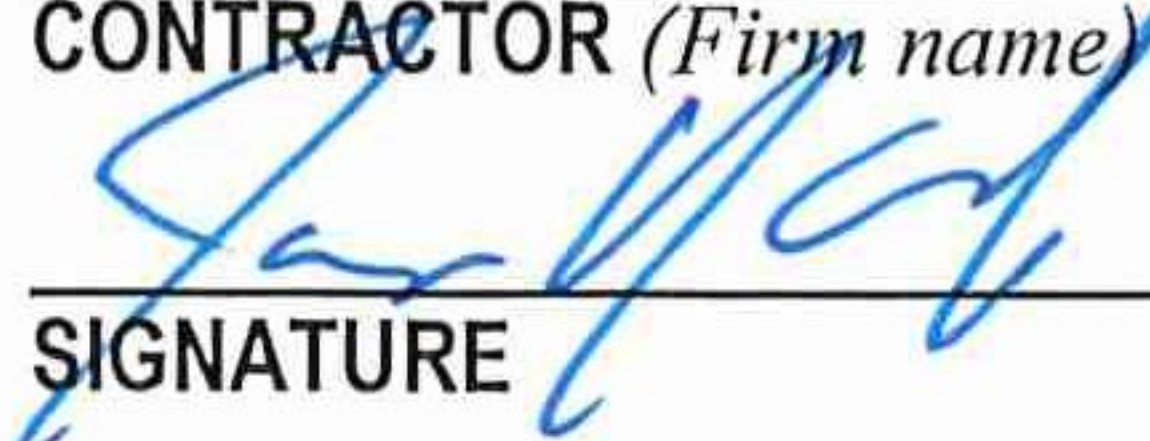
The original Contract Sum was	\$	8,054,000.00
The net change by previously authorized Change Orders	\$	86,560.00
The Contract Sum prior to this Change Order was	\$	8,140,560.00
The Contract Sum will be increased by this Change Order in the amount of	\$	49,309.00
The new Contract Sum including this Change Order will be	\$	8,189,869.00

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

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

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

Wold Architects and Engineers
ARCHITECT *(Firm name)*

SIGNATURE
Jake Wollensak | AIA, Associate
PRINTED NAME AND TITLE
July 1, 2024
DATE

KUE Contractors, Inc.
CONTRACTOR *(Firm name)*

SIGNATURE
Jay Kuechle
PRINTED NAME AND TITLE
June 26, 2024
DATE

City of Rogers
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: July 9, 2024

Agenda Item: No. 5.9

Subject: Consent to the Assignment and Assumption of Loan Documents with Access Point Technologies

Prepared By: Brett Angell, Community Development Director

Recommended City Council Action

Motion to approve the Consent to the Assignment and Assumption of Loan Documents with Access Point Technologies.

Overview / Background

In November 2017, the City of Rogers entered into loan agreements with Access Point Technologies related to a Minnesota Investment Fund (MIF) award from the Department of Employment and Economic Development (DEED) and a separate loan the city provided to APT through the revolving loan fund (RLF). The MIF had an original balance of \$300,000 and the RLF began at \$100,000. Both loans are on schedule to be paid-off and discharged in January 2025.

Recently, APT has announced that they have come to a merger agreement with Stereotaxis, a St. Louis, Missouri based medical technology firm. APT believes the merger is a dual-benefit to both companies and allows for the expansion of both of their products within the marketplace. It is currently anticipated that the closing of the merger will take place in mid-July.

As part of the proposed merger, any outstanding debts of APT must be transferred or assigned to a newly created holding company, APT Holding Company. Per the loan agreements, the City Council must provide a consent to any assignments of the loan documents. Attached to this memorandum includes an assignment of the loan documents with the corresponding required city consent.

The proposed assignment and assumption of the loan documents, and corresponding city consent, does not impact the outstanding obligations or any terms or conditions of the loan documents. All outstanding debts will remain on the same repayment schedule.

Staff Recommendation

Staff recommends the approval of providing consent to the Assignment and Assumption of Loan Documents with Access Point Technologies.

ATTACHMENTS:

Description

Assignment and Assumption of Loan Documents

ASSIGNMENT AND ASSUMPTION OF LOAN DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF LOAN DOCUMENTS (this “Assignment”) dated as of the 9th day of July, 2024, is made and entered into by and among ACCESS POINT TECHNOLOGIES EP, INC., a Minnesota corporation (the “Assignor”) and APT HOLDING COMPANY, a Minnesota corporation (the “Assignee”).

WITNESSETH:

WHEREAS, on November 13, 2017, the City of Rogers, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota (the “City”) and the Assignor entered into that certain Loan Agreement, as amended by a First Amendment to the Original Agreement on August 12, 2020 and a Second Amendment to the Original Agreement on October 12, 2021 (collectively, the “MIF Loan Agreement”), whereby the Lender agreed to provide the Assignor with a loan in the amount of \$300,000 (the “MIF Loan”) to assist with financing the purchase of machinery or equipment for, and necessary related improvements associated with, an expansion of the Assignor’s existing business located at 12560 Fletcher Lane, Rogers, Minnesota in anticipation of new long term contracts received by the Assignor;

WHEREAS, the MIF Loan is evidenced by a Promissory Note (the “MIF Note”) and secured by a Security Agreement covering certain equipment located in Hennepin County, Minnesota (the “MIF Security Agreement”), both dated November 13, 2017, and both from Assignee for the benefit of the City;

WHEREAS, on November 14, 2017, the City and the Assignor entered into that certain Loan Agreement (Revolving Loan Fund) (the “RLF Loan Agreement”), whereby the Lender agreed to provide the Assignor with a loan in the amount of \$100,000 (the “RLF Loan”) to assist with financing the purchase of machinery or equipment for, and necessary related improvements associated with, an expansion of the Assignor’s existing business located at 12560 Fletcher Lane, Rogers, Minnesota in anticipation of new long term contracts received by the Assignor;

WHEREAS, the RLF Loan is evidenced by a Promissory Note (the “RLF Note”) and secured by a Security Agreement covering certain equipment located in Hennepin County, Minnesota (the “RLF Security Agreement”), both dated November 14, 2017, and both from Assignee for the benefit of the City; and

WHEREAS, the Assignor desires to assign its obligations, rights and interest in, to and under the MIF Loan Agreement, the MIF Note, the MIF Security Agreement, the RLF Loan Agreement, the RLF Note, the RLF Security Agreement (collectively, and together with any other documents related to the MIF Loan or the RLF Loan, the “Loan Documents”) to the Assignee, as of the date hereof, and the Assignee desires to accept the assignment thereof and assume the Assignor’s obligations under the Loan Documents from and after the date hereof, all as more particularly set forth in this Assignment.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the Assignor and the Assignee hereby covenant and agree as follows:

1. Any capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Loan Documents.

2. The Assignor does hereby grant, transfer, and assign to the Assignee all of the Assignor's rights, title, benefits and interest in, to and under the Loan Documents.

3. The Assignee, as of the date hereof, hereby accepts the foregoing assignment, and assumes and agrees to faithfully abide by, perform, and discharge each and every term, covenant, and condition of the Loan Documents applicable to the "Borrower" (the "Assumed Obligations"), and to be fully bound by all of the foregoing.

4. The Assignor hereby warrants and represents to the Assignee as follows:

(a) The Loan Documents have not been further modified or amended, other than as identified herein, and are in full force and effect as of the date hereof; and

(b) To the Assignor's knowledge, there is no event of default in existence under the Loan Documents nor is there in existence any state of facts or circumstances which, with the giving of notice or lapse of time or both, would constitute an event of default under the Loan Documents.

4. The Assignor will not enter into any modification or amendment of the Loan Documents that would adversely affect the rights and interest of the Assignee thereunder or the Assumed Obligations unless such modification or amendment is entered into by the Assignee. The Assignor will not enter into any agreement terminating the Loan Documents without the prior written consent of the Assignee.

5. The Assignee expressly represents, for the benefit of the City, that it is a corporation duly organized and in good standing under the laws of the State of Minnesota, duly qualified to do business in, and in good standing under the laws of the State of Minnesota, is duly authorized to transact business within the State of Minnesota, is not in violation of any provisions of its organizational documents or the applicable laws of any state, has power to enter into this Assignment and the capability to perform the obligations of the Borrower under the Loan Documents and has duly authorized the execution, delivery and performance of this Assignment by proper action of its governing body.

6. The Assignor acknowledges that the City's rights and remedies against the Borrower under the Loan Documents are unaffected by this Assignment.

7. The Assignor and the Assignee agree that neither this Assignment nor the Loan Documents shall be amended or changed in any way without prior written approval of the City Council of the City and the Loan Documents shall not be further assigned without prior written approval of the City.

8. This Assignment shall be binding on and inure to the benefit of the parties hereto and their successors and assigns and shall further be for the benefit and reliance of the City.

9. This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.

10. This Assignment may be executed in counterparts, which counterparts when considered together shall constitute a single, binding, valid and enforceable agreement.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed and delivered this Assignment and Assumption of Loan Documents as of the date first above written.

ASSIGNOR:

**ACCESS POINT TECHNOLOGIES EP,
INC.,** a Minnesota corporation

By: _____
Its President

ASSIGNEE:

APT HOLDING COMPANY, INC., a
Minnesota Corporation

By: _____

Its: _____

CONSENT AND AGREEMENT

July 9, 2024

The undersigned, City of Rogers, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota (“City”), hereby (i) consents, in accordance with Section 3.5 of the MIF Loan Agreement, to the execution and delivery of the foregoing Assignment and Assumption of Loan Documents (the “Assignment and Assumption”) by the Assignor and the Assignee named therein, and the terms and provisions thereof; (ii) agrees that in the event of any inconsistency between the terms and provisions of the Assignment and Assumption and the terms and provisions of the Loan Documents (as defined in the Assignment and Assumption), the terms and provisions of the Assignment and Assumption shall control; (iii) releases the Assignor from all the Assumed Obligations as defined in the Assignment and Assumption; and (iv) further agrees with the Assignee as follows:

If the City delivers any notice, demand or other communication to the Borrower under the Loan Documents that relates to or may affect the rights and interest of the Assignee under the Loan Documents or the Assumed Obligations, the City will deliver a copy of such notice, demand or communication to the Assignee in the manner set forth in the Loan Documents addressed or delivered personally to the Assignee as follows:

APT Holding Company, Inc.
Attn: Steve Berhow
12560 Fletcher Lane, STE 300
Rogers, MN 55374

or at such other address as the Assignee may, from time to time, designate by written notice to the City given or delivered in the manner set forth in the Loan Documents.

IN WITNESS WHEREOF, the City has caused this Consent and Agreement to be duly executed as of the date first written above.

CITY OF ROGERS, MINNESOTA

By: _____
Its Mayor

By: _____
Its City Administrator

DEED CONSENT

July __, 2024

The undersigned, Minnesota Department of Employment and Economic Development (“DEED”), hereby (i) consents, in accordance with Section 3.5 of the MIF Loan Agreement, to the execution and delivery of the foregoing Assignment and Assumption of Loan Documents (the “Assignment and Assumption”) by the Assignor and the Assignee named therein, and the terms and provisions thereof; and (ii) agrees that in the event of any inconsistency between the terms and provisions of the Assignment and Assumption and the terms and provisions of the Loan Documents (as defined in the Assignment and Assumption), the terms and provisions of the Assignment and Assumption shall control.

IN WITNESS WHEREOF, the DEED caused this DEED Consent to be duly executed as of the date first written above.

**MINNESOTA DEPARTMENT OF
EMPLOYMENT AND ECONOMIC
DEVELOPMENT**

By: _____
(with delegated authority)

Title: _____



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: July 9, 2024

Agenda Item: No. 5.10

Subject: Approve an Easement Encroachment Agreement for Brockton Meadows 2nd Addition

Prepared By: Mike Albers, Assistant City Engineer

Recommended City Council Action

Motion to Approve an Easement Encroachment Agreement for Brockton Meadows 2nd Addition.

Overview / Background

The Brockton Meadows Townhome Association has requested approval of a Drainage and Utility Easement Encroachment Agreement for Brockton Meadows 2nd Addition. The Final Plat for Brockton Meadows 2nd Addition was approved on August 28, 2007.

The Brockton Meadows Townhome Association has submitted for a grading permit to construction seven (7) proposed parking stalls (the "Improvements") along Prairieview Drive in the southeast portion of Outlot A in Brockton Meadows 2nd Addition. The proposed Improvements would be within the drainage and utility easement on Outlot A which is common area for the development. Upon completion of the installation of the Improvements, the Brockton Meadows Townhome Association shall be responsible for ongoing maintenance, repair and replacement of the Improvements. The City has determined by engineering review that construction of the Improvements by the Association will not adversely impact the function of the drainage and utility easement area.

Staff Recommendation

Motion to Approve an Easement Encroachment Agreement for Brockton Meadows 2nd Addition.

Financial Impact: N/A

Budgeted? N/A

Source Fund:

Notes:

ATTACHMENTS:

Description

Easement Encroachment Agreement

EASEMENT ENCROACHMENT AGREEMENT

This Easement Encroachment Agreement into this 9th day of July, 2024, by and between the City of Rogers, a Minnesota municipal corporation with principle offices at 22350 South Diamond Lake Road, Rogers, Minnesota, 55374 (“City”) and Brockton Meadows Townhome Association, a Minnesota non-profit corporation, PO Box 386, Rogers, Minnesota, 55374 (“Association”).

RECITALS

1. The Association is the fee owners of the real property located at PID 13-120-23-12-0173 (“Subject Property”) which property is legally described as follows:

Legal Description

Outlot A, except all that part lying Southeasterly and Southerly of the following described line: commencing at the intersection of the Northeasterly right of way line of Harmony Avenue and the west line of said Outlot A; thence North 01 degree 12 minutes 15 seconds East, assumed bearing, along the west line of said Outlot A 310.24 feet to the point of beginning of the line to be herein described; thence North 18 degrees 09 minutes 26 seconds East 50.00 feet; thence North 68 degrees 35 minutes 00 seconds East 110.03 feet; thence South 89 degrees 22 minutes 04 seconds East 547.04 feet; thence North 67 degrees 19 minutes 20 seconds East 31.46 feet; thence South 89 degrees 07 minutes 31 seconds East 184.47 feet to a point on the east line of said Outlot A and there terminating, BROCKTON MEADOWS SECOND ADDITION, according to the recorded plat thereof, County of Hennepin, State of Minnesota.

2. The plat of BROCKTON MEADOWS SECOND ADDITION contains a drainage and utility easement as shown on said plat; a portion of said drainage and utility easement encumbers the Subject Property (together, the “Easement Area”).
3. The Association has requested that they be permitted to construct seven (7) parking stalls within the Easement Area as shown on the site plan attached hereto as Exhibit A (the “Improvement”), which is incorporated into and made part of this Agreement.
4. The Association has indicated a willingness to accept all risks and liabilities associated with the construction of the Improvement within the Easement Area.
5. The City has determined, by engineering review, that construction of the Improvement by the Association will not adversely impact the function of the Easement Area.
6. The City Council is willing to grant the Association’s request subject to certain conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Association may construct the Improvement on the Subject Property.
2. The size of the encroachment area and the Improvement are shown on the

attached site plan in Exhibit A and described on the attached Exhibit B (the “**Encroachment Area**”). The Encroachment Area is limited to that portion of the drainage and utility easement needed to install and maintain the Improvement thereon.

3. The Improvement shall be installed and maintained such that it does not interfere with the drainage way or maintenance of the drainage and utility easement area.
4. The Association accepts all risk and responsibility of constructing, using, maintaining, repairing, and improving the Improvement and agree hereby to defend and indemnify the City from any and all damages or causes of action, whatsoever, to themselves or others, occurring as a result of the Improvement.
5. The City may, at its sole discretion, terminate this Agreement at any time by giving the then owner of the Subject Property thirty (30) days advance written notice, except that no notice period will be required in the case of an emergency condition as determined solely by the City and the Agreement may then be terminated immediately. The Association shall remove the Improvement to the extent it impacts the easement areas to the effective date of the termination of this Agreement. If the owner fails to do so, the City may remove the Improvement to the extent it impacts the drainage and utility easement areas and charge the cost of removal back to the Association for reimbursement.
6. The City will be allowed to work and to maintain the area within the drainage and utility easement on the Subject Property if such need should arise for the easement to function properly.
7. This Agreement shall run with the land and shall be recorded against the title to the Subject Property.

[Remainder of Page Intentionally Left Blank]

ASSOCIATION

Brockton Meadows Townhome Association,
a Minnesota non-profit corporation

By: _____
Peter Gunnarson
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Peter Gunnarson, president of Brockton Meadows Townhome Association, a Minnesota non-profit corporation.

Notary Public

CITY OF ROGERS

Rick Ihli

Its: Mayor

Stacie Brown

Its: Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 9th day of July, 2024 by Rick Ihli and Stacie Brown, the Mayor and Clerk, respectively, for the City of Rogers.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

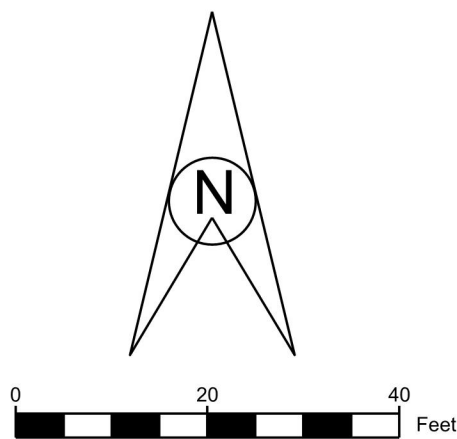
City of Rogers,
22350 South Diamond Lake Road
Rogers, Minnesota, 55374

EXHIBIT A

Depiction of the Easement Encroachment Area and the Improvement

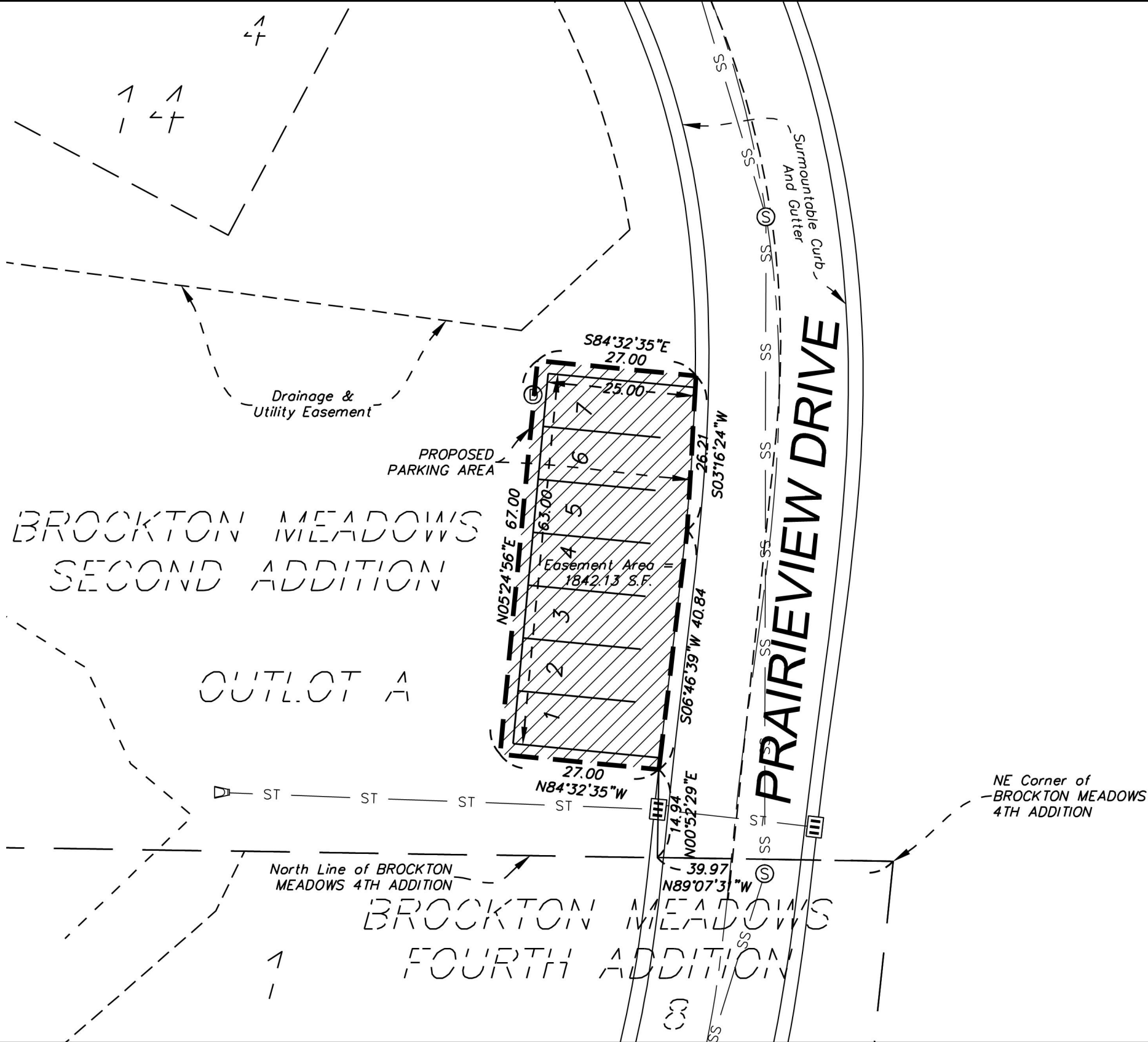
[See attached.]

ENCROACH AREA



LEGEND

 denotes Easement Encroachment Area



DESCRIPTION OF EASEMENT ENCROACHMENT AREA:

That part of Outlot A, BROCKTON MEADOWS SECOND ADDITION, Hennepin County, Minnesota, according to the recorded plat thereof, described as follows:

Commencing at the Northeast corner of the recorded plat of BROCKTON MEADOWS 4TH ADDITION; thence on an assumed bearing of North 89 degrees 07 minutes 31 seconds West, along the North line of said BROCKTON MEADOWS 4TH ADDITION, a distance of 39.97 feet; thence North 00 degrees 52 minutes 29 seconds East, a distance of 14.94 feet to the point of beginning; thence North 84 degrees 32 minutes 35 seconds West, a distance of 27.00 feet; thence North 05 degrees 24 minutes 56 seconds East, a distance of 67.00 feet; thence South 84 degrees 32 minutes 35 seconds East, a distance of 27.00 feet; thence South 03 degrees 16 minutes 24 seconds West, a distance of 26.21 feet; thence South 06 degrees 46 minutes 39 seconds West, a distance of 40.84 feet to the point of beginning.

- denotes iron monument found
- denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062

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


Paul E. Otto
License #40062 Date: 06-27-24

Requested By:

Brockton Meadows HOA

Date:

06-27-24

Drawn By:

B.M.H.

Scale:

1"=20'

Checked By:

P.E.O.



www.ottoassociates.com

9 West Division Street
Buffalo, MN 55313
(763)682-4727
Fax: (763)682-3522

Revised:

Project No.

23-0385

EXHIBIT B
Description of the Easement Encroachment Area

That part of Outlot A, BROCKTON MEADOWS SECOND ADDITION, Hennepin County, Minnesota, according to the recorded plat thereof, described as follows:

Commencing at the Northeast corner of the recorded plat of BROCKTON MEADOWS 4TH ADDITION; thence on an assumed bearing of North 89 degrees 07 minutes 31 seconds West, along the North line of said BROCKTON MEADOWS 4TH ADDITION, a distance of 39.97 feet; thence North 00 degrees 52 minutes 29 seconds East, a distance of 14.94 feet to the point of beginning; thence North 84 degrees 32 minutes 35 seconds West, a distance of 27.00 feet; thence North 05 degrees 24 minutes 56 seconds East, a distance of 67.00 feet; thence South 84 degrees 32 minutes 35 seconds East, a distance of 27.00 feet; thence South 03 degrees 16 minutes 24 seconds West, a distance of 26.21 feet; thence South 06 degrees 46 minutes 39 seconds West, a distance of 40.84 feet to the point of beginning.



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: July 9, 2024

Agenda Item: No. 5.11

Subject: Approve Resolution 2024-64; Letter of Credit Reduction for Phase I of the Asguard Development (Broadway Pizza)

Prepared By: Alec Henderson, City Planner

Recommended City Council Action

Motion to approve Resolution 2024-64 authorizing letter of credit reduction for Asguard Phase 1 (Broadway Pizza).

Overview / Background

The City Council approved a Developer's Agreements with the Asguard Acquisitions LLC for the Asguard Phase 1 (Broadway Pizza) development on August 16th, 2023. The development work is partially completed and the developer requests a reduction.

This is the second reduction request. After review of the development agreement and authorizing resolutions, staff are recommending the reduction of the surety from the current amount of \$505,444 to \$214,565 (reduction in the current LOC amount by 41%). The total phase 1 site work is roughly 71% complete.

Staff Recommendation

Motion to approve Resolution 2024-64, authorizing letter of credit reduction for Asguard Phase 1 (Broadway Pizza).

ATTACHMENTS:

Description

Resolution No. 2024-64

A RESOLUTION AUTHORIZING A LETTER OF CREDIT REDUCTION FOR ASGUARD PHASE 1 (BROADWAY PIZZA)

City Clerk



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: July 9, 2024

Agenda Item: No. 5.12

Subject: Approval of Memorandum of Understanding between the City of Rogers and Maria's Voice

Prepared By: Steve Stahmer, City Administrator

Recommended City Council Action

Move to approve the Memorandum of Understanding between the City of Rogers and Maria's Voice.

Overview / Background

Maria's Voice is an organization that provides domestic abuse prevention education materials/literature. They have developed and make available award winning video education in both English and Spanish, making it easily accessible to employees/members of cities, businesses, organizations & faith communities, in order to increase safety, health and wellness.

The group focuses on awareness, education, and safe action. From the Maria's Voice website:

"Awareness breaks the silence around domestic violence. Education about the behaviors abusers choose to control their intimate partner helps avoid abusers or helps to exit a relationship before violence escalates. An aware and educated community alerted to safe actions puts a safety zone around family, friends, neighbors and coworkers."

Maria's Voice has presented their employee education program to the City Council in the past (2023), but it was available only via fee at a time when the City was directing resources toward a new Police Department embedded social worker program. Since that time, Maria's Voice has secured a federal grant that allows them to provide this material to employers (in this case, the City of Rogers) at no charge, to be accessed as part of their employee wellness programs. In conversations with the group's representative, staff was informed that it will also be possible for the City to include links to certain information on the City website, for access by residents, etc.

Multiple Rogers staff members have taken the virtual training component in the past while working at a different City, and believed it to be extremely helpful in recognizing signs of domestic violence. Representatives will be on hand at the July 9, 2024 City Council meeting to present their program.

Staff Recommendation

Staff recommends approval of the MOU with Maria's Voice.

ATTACHMENTS:

Description

Memorandum of Understanding with Maria's Voice



Memorandum of Understanding & Agreement for Use of Materials

Domestic Violence Prevention Education Program

For Minnesota Cities within the 3rd Congressional District

Funded through a grant from Community Project Funds, Office of Justice Program (OJP)

Acknowledgement

We understand the Domestic Violence Prevention Education Program (Prevention Network education program) and the resources available to employees, as provided through the grant.

As part of the Prevention Network, we agree to:

- Coordinate an all-staff presentation to educate employees
- Direct employees to MariasVoice.org to access the Educational Video and Prevention Tips
- Share Prevention Network access information with employees utilizing the User Access Instruction Postcards and/or via online means, as applicable
- Place the *Maria's Voice* postcards and shoe cards in shared spaces for both public and employee access (e.g., City Hall, kiosks, break or rest rooms, etc.)
- Contact *Maria's Voice* to restock the supply of postcards and shoe cards
- Communicate with employees (e.g., via email, internal newsletter, staff meeting) about the Prevention Network, why the City joined, and provide information on how/where to access the print materials and online resources
- Communicate with employees (e.g., via email, internal newsletter, staff meeting) at least once per quarter in 2024 providing them access information to the Prevention Network materials
- Provide *Maria's Voice* with the number of employees who are eligible to receive the program (FT/PT/Seasonal)



Maria's Voice

- Provide *Maria's Voice* with the city's logo (transparent PNG format) for the Prevention Network website

Contacts

Primary Program Contact

Name: ____ Stacy Scharber _____ Title: ____ Asst. City Administrator/HR ____

Email: ____ sscharber@rogersmn.gov _____ Phone: ____ 763-428-2253 _____

Secondary Program Contact

Name: ____ Steve Stahmer _____ Title: ____ City Administrator _____

Email: ____ sstahmer@rogersmn.gov _____ Phone: ____ 763-428-2253 _____

Please send all program information from *Maria's Voice* to: ____X____ Primary _____ Secondary

Demographics as required by OJP

Number of employees eligible to receive Prevention Education: _____

- Number who report as Male: _____
- Number who report as Female: _____
- Of those reporting above, # who are age 18-24 _____
- Of those reporting above, # who are age 25-59 _____
- Of those reporting above, # who are age 60 and older _____

Signed _____ Date _____

Title ____ Mayor _____

City of Rogers



Maria's Voice

----- **To be completed by Maria's Voice** -----

Contact(s) meeting date/time:

Deliver: _____ Postcards _____ Shoe cards _____ Instruction cards

Placement location

ideas: _____

_____ Review Prevention Network Login site

Communication ideas:

All-staff training date/time: _____

_____ Virtual _____ Onsite

Future ideas/events:



Maria's Voice

_____ Logo for Prevention Network site



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: July 9, 2024

Agenda Item: No. 5.13

Subject: Approve Skidsteer and Brush Chipper Equipment Purchases

Prepared By: Andrew Simmons; Public Works Superintendent

Recommended City Council Action

Motion to approve Skidsteer and Brush Chipper Equipment Purchases.

Overview / Background

The Public Works Department currently has two skidsteers in the fleet, a 2016 289D Caterpillar (CAT) and a 2007 L185 New Holland. The 2022 Equipment Certificate allocated \$80,000 for a skidsteer upgrade but was not purchased due to equipment acquisition timelines. The 2025 Equipment Certificate includes \$160,000 for a skidsteer and equipment that staff would like to combine along with \$80,000 to replace the two current skidsteers and also purchase a wood chipper. Currently the City does not have a wood chipper and has been relying on borrowing from neighboring communities, or stock piling downed trees and branches until we rent or borrow a machine, leading to handling the material several times before it can be disposed.

Current Trade-In Values

289D CAT - \$36,000

L185 New Holland - \$19,500

New Skidsteer Prices (State Contract)

255 CAT - \$ 77,431

265 CAT - \$ 93,442

Brush Chipper Price (Sourcewell Contract)

Vermeer BC 1500 - \$82,750

Total Equipment Purchase Price \$253,623

Total Trade-In Value \$ 55,500

Net Purchase Price \$198,123

Combined Budget 2023 and 2025 \$240,000

Remaining Funds \$ 41,877

Staff Recommendation

Motion to Approve Skidsteer and Brush Chipper Equipment Purchases

Financial Impact: \$198,123 **Budgeted?** Yes

Source Fund: 400 Equipment

Notes:

ATTACHMENTS:

Description

CAT 255 Skidsteer Quote

CAT 265 Skidsteer Quote

Vermeer Brush Chipper Quote

Ziegler Inc.



217537-01

June 25, 2024

CITY OF ROGERS
22350 S DIAMOND LAKE RD
ROGERS, MN 55374-4773

Dear David,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: 255 Compact Track Loader

MN STATE CONTRACT NUMBER: 221986
RELEASE NUMBER: T-631 (5)
VALID UNTIL: 12/31/2024

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Dillon Kelly
Territory Manager

Caterpillar Model: 255 Compact Track Loader

Standard Equipment

POWERTRAIN

Cat C2.8T turbocharged diesel engine
-Gross horsepower per ISO 14396
74.2 hp (55.3 kW)
-Electric fuel priming pump
-Glow plugs starting aid
-Liquid cooled, direct injection
Air cleaner, dual element, radial seal
S-O-S sampling valve, hydraulic oil
Ecology drain - coolant
Filter, hydraulic supply, cartridge type
Filter, hydraulic return, cartridge type

UNDERCARRIAGE

Torsion Suspension (4 independent
torsion axles)
Two speed travel

HYDRAULICS

Selectable control pattern - ISO or H
Electro/hydraulic implement control
Electro/hydraulic hydrostatic
transmission control

ELECTRICAL

Work Tool Electrical Harness
Heavy duty battery
-includes battery disconnect with
lockout feature
12 volt electrical system
85 ampere alternator
LED work lights
Auto reverse lights

OPERATOR ENVIRONMENT

Operator warning system indicators:
-Air filter restriction
-Alternator output
-Armrest raised / operator out of seat
-Engine coolant temperature
-Engine oil pressure
-Glow plug activation
-Hydraulic supply filter restriction
-Hydraulic oil temperature
-Park brake engages
-Engine emission system
(where applicable)
Control interlock system, when operator
leaves seat or armrest raised:
-Hydraulic system disables
-Hydrostatic transmission disables
-Parking brake engages
ROPS cab, tilt up
FOPS, Level I
Color LCD monitor:
-Creep speed control
-Drive response adjustment
-Implement response adjustment
-Drive Power Priority adjustment

Filter, canister type, engine oil
Filter, canister type, fuel
and water separator
Radiator / hydraulic oil
cooler (side-by-side)
Spring applied, hydraulically released,
parking brakes
Hydrostatic transmission
Lockable fuel cap
Auto engine idle

Integrated tie downs on track
frame (4)

Speed sensor guarding
Heavy duty flat faced quick disconnects
with integrated pressure release lever

Switch backlighting
Interior LED dome light
Backup alarm
Electrical outlet, beacon
Courtesy lighting, exterior
Automatic Work light notification flash
when parking brake is released

-Date, Time, Units, and brightness
settings
-Multi-operator Anti-theft Security
System & Monitoring
-Maintenance schedule and reminders
-Event and Diagnostic Code monitoring
-Smart Technology, enables use of
Smart Attachments
Gauges: fuel level, hour meter,
hydraulic temperature, battery
voltage, tachometer.
Cell Phone Storage Pocket
Cup Holder
Ergonomic contoured armrest
Independently adjustable, seat
mounted joystick controls.
Top and rear windows
Floor mat
Headliner
Interior rear view mirror
Horn
Hand (dial) throttle, electronic
12 volt power port
Rear window breaker hammer

-Language selection (x32)

FRAMES

Lift linkage, vertical path

Chassis, one piece welded

Machine tie down points (9)

Removable panels for machine

OTHER STANDARD EQUIPMENT

Steel engine door with replaceable louvers

Engine door - lockable

Extended life antifreeze (-37C, -34F)

Work tool attachment coupler

frame cleanout

Support, lift arm

Steel rear and front bumpers, welded

Fuel fill, machine right hand side

Hydraulic oil level sight gauge

Radiator coolant level sight gauge

Radiator expansion bottle

Cat ToughGuard TM hose

Hydraulic demand cooling fan

MACHINE SPECIFICATIONS

REF #	DESCRIPTION	LIST PRICE
586-0258	255 05A COMPACT TRACK LOADER	\$87,140.02
	Available for Europe, AM-N, Puerto Rico, Turkey, Israel, South Korea, Columbia and Chile.	
	LANE 2 - AVAILABLE FROM SANFORD FACTORY	
	LANE 3 - AVAILABLE FROM SANFORD FACTORY	
	LANE 3 - AVAILABLE FROM SANFORD FACTORY.	
	Meets EU Stage V and U.S. EPA Tier 4 Final emission standards.	
644-6320	CAB PACKAGE, PRO PLUS	\$10,217.99
586-0092	GUARDING / SEALING PKG, (HD1)	\$668.33
642-3004	IDLER WHEELS, TRIPLE FLANGE	\$1,346.56
594-1466	TRACK,RUBBER,400MM(15.7 IN)BAR	\$945.56
585-9682	HYDRAULICS, PERFORMANCE, (HP1)	\$0.00
592-6357	RIDE CONTROL, NONE	\$0.00
590-1211	FUEL, ELECTRIC PRIMING	\$623.77
579-2312	REAR LIGHTS	\$0.00
593-7243	DOOR, CAB, GLASS	\$143.57
613-1924	SEAT BELT, 2"	\$0.00
579-2324	PRODUCT LINK, CELLULAR PLE643	\$0.00
643-7208	CERTIFICATION ARR, P65	\$0.00
585-9582	INSTRUCTIONS, ANSI, USA	\$0.00
594-2212	HEATER, ENGINE COOLANT, 120V	\$257.43
586-0028	RIDE CONTROL	\$965.36
	TOTAL LIST PRICE	\$102,308.58
	TOTAL CORPORATE DISCOUNT (28.3% OF LIST)	(\$28,953.33)
	TOTAL CONFIGURED PRICE	\$73,355.25
421-8926	SERIALIZED TECHNICAL MEDIA KIT	\$0.00
643-1300	SHIPPING/STORAGE PROTECTION	\$271.29
	TOTAL NET ITEMS	\$271.29
	PARTS KIT ONLY CVA - 1000 HR / 500 HOUR INTERVALS	\$0.00
279-5373	BUCKET-GP, 74", BOCE	\$1,676.00
NG-2	SIDE LIGHTS	\$495.06
NG-3	SIDE-VIEW CAMERAS	\$1,633.69
	TOTAL POST FACTORY ITEMS	\$3,804.75
	TOTAL MACHINE SELL PRICE	\$77,431.29

SELL PRICE	\$77,431.29
<u>LESS GROSS TRADE ALLOWANCE</u>	<u>(\$19,500.00)</u>
BALANCE	\$57,931.29

ADDITIONAL OPTIONS

- Add Reversing Fan: \$2,100.00
- Add High Flow: \$2,200.00

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
L185	New Holland	N7M447275	2007	\$19,500.00

WARRANTY

Standard Warranty:

2 Year / 2,000 Hour Standard Warranty

CSA

Parts Kit Only FREE CVA - 1000 hr / 500 hour intervals

F.O.B/TERMS: MONTICELLO, MN

Accepted by _____ on _____

Signature

Ziegler Inc.



217535-01

June 25, 2024

CITY OF ROGERS
22350 S DIAMOND LAKE RD
ROGERS, MN 55374-4773

Dear David,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: 265 Compact Track Loader

MN STATE CONTRACT NUMBER: 221986
RELEASE NUMBER: T-631 (5)
VALID UNTIL: 12/31/2024

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Dillon Kelly
Territory Manager

Caterpillar Model: 265 Compact Track Loader

Standard Equipment

POWERTRAIN

Cat C2.8TA turbocharged, aftercooled diesel engine

-Gross horsepower per ISO 14396

74.2 hp (55.3 kW)

-Glow plugs starting aid

-Liquid cooled, direct injection

Air cleaner, dual element, radial seal

S-O-S sampling valve, hydraulic oil

Ecology drain - coolant

Filter, hydraulic supply, cartridge type

Filter, hydraulic return, cartridge type

UNDERCARRIAGE

Torsion Suspension (4 independent torsion axles)

Two speed travel

HYDRAULICS

Selectable control pattern - ISO or H

Electro/hydraulic implement control

Electro/hydraulic hydrostatic

transmission control

ELECTRICAL

Work Tool Electrical Harness

Heavy duty battery

-includes battery disconnect with lockout feature

12 volt electrical system

85 ampere alternator

LED work lights

Auto reverse lights

OPERATOR ENVIRONMENT

Operator warning system indicators:

-Air filter restriction

-Alternator output

-Armrest raised / operator out of seat

-Engine coolant temperature

-Engine oil pressure

-Glow plug activation

-Hydraulic supply filter restriction

-Hydraulic oil temperature

-Park brake engages

-Engine emission system

(where applicable)

Control interlock system, when operator leaves seat or armrest raised:

-Hydraulic system disables

-Hydrostatic transmission disables

-Parking brake engages

ROPS cab, tilt up

FOPS, Level I

Color LCD monitor:

-Creep speed control

-Drive response adjustment

-Implement response adjustment

-Drive Power Priority adjustment

Filter, canister type, engine oil

Filter, canister type, fuel

and water separator

Radiator / hydraulic oil

cooler (side-by-side)

Spring applied, hydraulically released, parking brakes

Hydrostatic transmission

Lockable fuel cap

Auto engine idle

Integrated tie downs on track frame (4)

Speed sensor guarding

Heavy duty flat faced quick disconnects with integrated pressure release lever

Switch backlighting

Interior LED dome light

Backup alarm

Electrical outlet, beacon

Courtesy lighting, exterior

Automatic Work light notification flash when parking brake is released

-Date, Time, Units, and brightness settings

-Multi-operator Anti-theft Security System & Monitoring

-Maintenance schedule and reminders

-Event and Diagnostic Code monitoring

-Smart Technology, enables use of Smart Attachments

Gauges: fuel level, hour meter, hydraulic temperature, battery voltage, tachometer.

Cell Phone Storage Pocket

Cup Holder

Ergonomic contoured armrest

Independently adjustable, seat

mounted joystick controls.

Top and rear windows

Floormat

Headliner

Interior rear view mirror

Horn

Hand (dial) throttle, electronic

12 volt power port

Rear window breaker hammer

-Language selection (x32)

FRAMES

Lift linkage, vertical path

Chassis, one piece welded

Machine tie down points (9)

Removable panels for machine

OTHER STANDARD EQUIPMENTSteel engine door with replaceable
louvers

Engine door - lockable

Extended life antifreeze (-37C, -34F)

Work tool attachment coupler

frame cleanout

Support, lift arm

Steel rear and front bumpers, welded

Fuel fill, machine right hand side

Hydraulic oil level sight gauge

Radiator coolant level sight gauge

Radiator expansion bottle

Cat ToughGuard™ hose

Hydraulic demand cooling fan

MACHINE SPECIFICATIONS

REF #	DESCRIPTION	LIST PRICE
586-0268	265 05A COMPACT TRACK LOADER	\$102,640.04
	Available for Europe, AM-N, Puerto Rico, Turkey, Israel, South Korea, Columbia and Chile.	
	LANE 2 - AVAILABLE FROM SANFORD FACTORY.	
	LANE 3 - AVAILABLE FROM SANFORD FACTORY	
	LANE 3 - AVAILABLE FROM SANFORD FACTORY.	
	Meets EU Stage V and U.S. EPA Tier 4 Final emission standards.	
586-0093	GUARDING / SEALING PKG, (HD1)	\$668.29
596-4438	TRACK,RUBBER,450MM(17.7 IN)BAR	\$945.51
592-6357	RIDE CONTROL, NONE	\$0.00
606-6585	FUEL, ELECTRIC PRIMING	\$623.74
579-2312	REAR LIGHTS	\$0.00
613-1924	SEAT BELT, 2"	\$0.00
579-2324	PRODUCT LINK, CELLULAR PLE643	\$0.00
643-7208	CERTIFICATION ARR, P65	\$0.00
585-9582	INSTRUCTIONS, ANSI, USA	\$0.00
594-2212	HEATER, ENGINE COOLANT, 120V	\$257.42
644-6335	CAB PACKAGE, ULTRA	\$18,048.89
593-7244	DOOR, CAB, POLYCARBONATE	\$281.18
586-0028	RIDE CONTROL	\$965.31
	TOTAL LIST PRICE	\$124,430.38
	TOTAL CORPORATE DISCOUNT (28.3% OF LIST)	(\$35,213.80)
	TOTAL CONFIGURED PRICE	\$89,216.58
0P-0210	PACK, DOMESTIC TRUCK	\$0.00
643-1300	SHIPPING/STORAGE PROTECTION	\$271.28
0P-9003	LANE 3 ORDER	\$0.00
421-8926	SERIALIZED TECHNICAL MEDIA KIT	\$0.00
	TOTAL NET ITEMS	\$271.28
	PARTS KIT ONLY CVA - 1000 HR / 500 HOUR INTERVALS	\$0.00
	BUCKET-GP, 86", BOCE	\$1,806.00
NG-2	SIDE LIGHTS	\$495.03
NG-3	SIDE-VIEW CAMERAS	\$1,633.61
	TOTAL POST FACTORY ITEMS	\$3,934.64
	TOTAL MACHINE SELL PRICE	\$93,422.50

SELL PRICE	\$93,422.50
<u>LESS GROSS TRADE ALLOWANCE</u>	<u>(\$36,000.00)</u>
BALANCE	\$57,422.50

ADDITIONAL OPTIONS

- Add Reversing Fan: \$2,100.00
- Industrial Performance 86" Bucket: \$2,371.00

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
289D	Caterpillar (AA)	TAW04589	2016	\$36,000.00

***If traded with new tracks**

WARRANTY

Standard Warranty:
CSA

2 Year / 2,000 Hour Standard Warranty
Parts Kit Only FREE CVA - 1000 hr / 500 hour intervals

F.O.B/TERMS: MONTICELLO, MN

Accepted by _____ on _____

Signature



Investment Proposal (Quote)

RDO Equipment Co.
11030 Holly Lane N
Dayton MN, 55311
Phone: (763) 294-7800 - Fax:

Proposal for:
CITY OF ROGERS
22350 S DIAMOND LAKE RD
ROGERS, MN, 553744773
HENNEPIN

Investment Proposal Date: 6/14/2024
Pricing Valid Until: 6/28/2024
Deal Number: 1787829
Customer Account#: 8580016
RDO Vermeer: Nathan Ehler
Phone:
Fax:
Email: nehlert@rdoequipment.com

Comments

Sourcewell Contract # 031721
City of Rogers # 2417

BC1500 130HP CUMMINS DIESEL - TIER 4 FINAL - 15" capacity drum style brush chipper includes a 130HP Cummins 3.8L Tier 4 Final turbocharged diesel engine, SCR exhaust system with DEF tank, high coolant temperature and low oil pressure automatic shutdown; isolated engine and cutter housing; spring loaded clutch; live hydraulics; lockable control panel cover, variable speed dual vertical feed rollers; selectable SmartFeed; Ecoidle; telescoping tongue; pintle hitch; lockable toolbox; lockable engine shield; infeed curtain; dual-edged knives and infeed table with lower feed stop bar

BC1500 DOMESTIC OPTION 130HP TIER 4 FINAL
BC1500 DOMESTIC 6-WAY ROUND TRAILER PLUG
BC1500 NON WINCH T4I & T4F
MANUAL CHUTE ROTATION RIGHT SIDE
BC1500 STANDARD TIRES - 235/75R17.5H/J

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2024 VERMEER BC1500	\$82,750.00

Equipment Subtotal: \$82,750.00

Purchase Order Totals

Balance:	\$82,750.00
Total Taxable Amount:	\$0.00
MN STATE TAX:	\$0.00
MN COUNTY TAX:	\$0.00
MN SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$82,750.00
Cash with Order:	\$0.00
Balance Due:	\$82,750.00

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2024 VERMEER BC1500	BC150049VP BC1500 DOM. VALUE PACKAGE 130HP T4F BC1500014 BC1500 130HP CUMMINS DIESEL - TIER 4 FINAL BC1500016 ~MANUAL CHUTE ROTATION RIGHT SIDE BC1500028 ~BC1500 NON WINCH T4I & T4F BC1500040 ~BC1500 DOMESTIC 6-WAY ROUND TRAILER PLUG BC1500052 BC1500 RT SIDE CONTROLS - (130HP) T4F/STAGE IV BC1500077 BC1500 STANDARD TIRES - 235/75R17.5H/J



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: July 9, 2024

Agenda Item: No. 6.1

Subject: Heliene Minnesota Investment Fund (MIF) Application

Prepared By: Brett Angell, Community Development Director

Recommended City Council Action

Three recommended actions:

1. Motion to open the public hearing and take public comment.
2. Motion to close the public hearing.
3. Motion to approve Resolution 2024-56 authorizing the submission of a Minnesota Investment Fund Application to the Department of Employment and Economic Development on behalf of Heliene.

Overview / Background

At the June 25th meeting, the City Council approved a resolution of support for a Job Creation Fund (JCF) application for the company Heliene, which is pursuing a location within Rogers. As discussed at the June meeting, the business is also seeking to submit an application to the Department of Employment and Economic Development (DEED) for a potential Minnesota Investment Fund (MIF). Both the MIF and JCF programs are administered and funded by DEED.

Heliene is a Canadian-based solar panel manufacturer who currently has an additional location within Minnesota in the Iron Range region. As the company has continued to grow, they have identified a desire to find an additional location either within the Twin Cities metropolitan area or in a different state. Through their search for a location to house their expansion, the company identified 13225 Brockton Lane as a great fit for their business. The proposed location is zoned as GI-General Industry and is currently vacant, most recently leased by Graco. The business would occupy the entire 227,000 sf space.

The item for consideration is related to the proposed submission of a MIF application to DEED for Heliene. The proposed business attraction to the community would add approximately 182 new full-time jobs within a two-year time frame of the business occupying the space and the equipment becoming operational. Hourly wages for the various positions would range of \$22/hour up to \$50/hour dependent on the position and not including company contributions to benefits. Total capital investment for the project is estimated at nearly \$16 million, with a majority of that being used for new machinery and equipment.

The city and business received a non-binding offer letter from DEED which stated the eligible amount of funding the business is able to request. Per the non-binding offer, the application will

request a MIF award totaling \$2,300,000. This amount includes a forgivable portion of \$1,300,000 and repayable portion of \$1,000,000. The proposed use of MIF funding would go towards the purchase of new machinery and equipment. The business is not seeking any funding directly from city.

DEED MIF Program

The Minnesota Investment Fund (MIF) program provides financing to help businesses add and retain high-quality jobs on a statewide basis with a focus on industrial, manufacturing, and technology-related industries. Local units of government apply to the state on behalf of eligible businesses, with the funds being essentially pass-through dollars from the Department of Employment and Economic Development to the business.

Public Hearing Requirement

Per requirements of the MIF program and state statute, a public hearing notice was published and posted on Friday, June 28th to allow for public comment on the proposed MIF application.

Staff Recommendation

Staff recommends the City Council hold a public hearing related to the Heliene MIF application and recommends the approval of Resolution 2024-56 authorizing the submission of a Minnesota Investment Fund application to the Department of Employment and Economic Development on behalf of Heliene.

ATTACHMENTS:

Description

Resolution 2024-56

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

RESOLUTION NO. 2024-56

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

WHEREAS, the City of Rogers, Minnesota (the “City”) acts as a legal sponsor for the project contained in the Minnesota Investment Fund Application to be submitted on or about July 10th, 2024, and that Steve Stahmer, City Administrator, and Brett Angell, Community Development Director, are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of Heliene (the “Business”); and

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

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

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

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

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

Approved this July 9th, 2024 by the City Council of the City of Rogers, Minnesota.

Mayor

ATTEST:

City Clerk



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: July 9, 2024

Agenda Item: No. 7.1

Subject: Consider Adopting Resolution 2024-60, Denying a Request to Extend an Interim Use Agreement Delaying the Demolition of a Billboard at 21308 John Milless Drive

Prepared By: Alec Henderson, City Planner

Recommended City Council Action

Adopting Resolution 2024-60, Denying a Request to Extend and Interim Use Agreement Delaying the Demolition of a Billboard at 21308 John Milless Drive

Overview / Background

Roger Sabot has requested the Council consider a 10 year extension to the Interim Use Agreement which is set to Expire December 31, 2024. The billboard is located in the northeast corner of 21308 John Milless Drive, Lot 8, Block 1 of ROGERS PLAZA.

The existing billboard was constructed in 1988. The sign code has provisions regarding the expiration of billboards 20 1/2 years after construction. City Sign Code and Zoning Code do not currently list billboards as permitted or interim uses and only allows existing billboards with existing agreements to remain until they expire.

In 2004, Roger Sabot constructed the building ("Sabot Building") on the subject property. The building was approved through a site plan and variance. The variance was adopted by Resolution 2004-57. One of the conditions of approval of the site plan and variance included the removal of the existing billboard. Later in 2004, on November 12, Sabot requested an extension of the billboard removal condition through the term of the lease. This was approved through an interim use permit or interim use agreement (first extension, through December 31st, 2009). The applicant cited financial hardship as the reason and funding the construction of the Sabot Building as the reason for the extension.

On January 27, 2010, the City approved another extension with an additional Interim Use Agreement. (second extension, through December 31st, 2014).

At the October 28, 2014 meeting, the Council had an item on the agenda requesting additional extension, 10 years. This third extension was by a simple affirmative motion and effectively extending the 2009 interim use agreement through December 31, 2024. No new interim use agreement was documented nor approved. This was a simple motion.

The applicant has recently requested an additional 10 years, through December 31, 2034. Staff does not recommend approving the request for the extension given the intent of the Zoning/Sign code as well as the previous extensions already granted. Billboards are not listed as an interim use

in Zoning Code and Sign Code does not have provisions to continuously extend time periods for existing billboards. It is also unclear in 2004 (the first extension request) that the Billboard was properly processed. Interim Use Agreements are typically only allowed when a certain use is clearly listed as an interim use. Any use not listed in code is considered a non-permitted or prohibited use. Additionally, per statute, financial hardship alone is no longer the viable legal argument for approving variances or interim use agreements and approving variance for a use that is not permitted by code, or an interim use permit for a use that is not listed in effect a use variance which is not legal in the State of Minnesota. For these reason, staff must recommend denial of the extension request.

The intent of the original 2004 approvals is clearly the removal of the billboard. Additionally, continuously extending an interim use agreement for a use that is not listed as an interim use is not, strictly speaking, in line with the city zoning and land development regulations (Chapter 125) and sign regulations (Chapter 113).

Staff Recommendation

Staff Recommend approval of Resolution 2024-60, Denying a Request to Extend and Interim Use Agreement Delaying the Demolition of a Billboard at 21308 John Milless Drive.

Approval of this resolution would deny the request for extending the 2004 condition of the approval which required the removal/demolition of the billboard on site.

ATTACHMENTS:

Description

Resolution 2024-60

Applicant Narrative

Billboard images

2014 CC meeting Packet Item

2014 CC meeting minutes

RESOLUTION NO. 2024-60

A RESOLUTION DENYING A REQUEST TO EXTEND AN INTERIM USE AGREEMENT DELAYING THE DEMOLITION OF A BILLBOARD AT 21308 JOHN MILLESS DRIVE, ROGERS, MINNESOTA.

WHEREAS, Roger Sabot (Sabot Building, LLC) (“Applicant”) submitted an application to the City of Rogers (“City”), requesting a 10 year extension to an existing interim use agreement which delays the demolition of a billboard at 21308 John Milless Drive; and

WHEREAS, the property is .7 acres abuts Interstate 94 and John Milless Drive and is zoned Local Employment Center (LC), located at 21308 John Milless Drive and legally described in Exhibit A (“Subject Property”) (PID: 23-120-23-13-0022); and

WHEREAS, there is an existing billboard onsite in the northeast corner of the property constructed in 1988; and

WHEREAS, Chapter 113, Signs provides existing billboards with an expiration date of 20 ½ years after the construction of a billboard and Chapter 125, Zoning and Land Development Regulations do not provide a way for continued billboard uses through interim use permits; and,

WHEREAS, in 2004, the City processed a Variance request for the Sabot Building at 21308 John Milless Drive approved by Resolution 2004-57 which required the demolition of the billboard sign on site as a condition of approval; and,

WHEREAS, on November 12, 2004, the City Approved an Interim Use Agreement extending the time period for demolition through the lease period to demo the billboard by or before December 31st, 2009, citing financial hardship and funding the new construction of the Sabot Building as reasons for the extension; and,

WHEREAS, on January 27, 2010, the City Approved an additional extension of five years on the demolitions citing similar reasons of Financial Hardship with a demolition date of on or before December 31, 2014; and,

WHEREAS, at the October 28, 2014 meeting a motion was made and approved to extend the expiration of the Billboard to 10 years with a demolition date of on or before December 31, 2024; and,

WHEREAS, the Applicant, again requests another extension on demolition for a period of 10 years; and,

WHEREAS, Chapter 113 and Chapter 125 have no legal processes codified to continuously extend uses through interim use agreements without the use being identified as an interim use, and additionally, the argument for financial hardship is no longer a valid legal foundation for approval of variances to deviate from code, nor is it supported by state statute to perpetuate or approve a use variances. For these reasons, staff recommends denial of the requested extension

and recommends that the Billboard be demoed on or before December 31st, 2024 per the action of the Council on October 28, 2014.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, the Interim Use Extension request from the Applicant is hereby denied for the continuation of the billboard on the subject property, because the intent of the 2004 variance was to demo the billboard, and the original intent of the interim use permit was to only extend the billboard through the original lease term (rather than continuously putting off the condition to demo the billboard as required by the variance and site plan approval), and financial hardship can no longer be utilized to vary from code, nor as a basis for interim use approvals, nor are billboards identified as interim uses in any zoning district.

Moved by Councilmember _____, seconded by Councilmember _____.

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

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

Rick Ihli, Mayor

ATTEST:

Stacie Brown, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Subject Property

Lot 8, Block 1, ROGERS PLAZA, Hennepin County, Minnesota.

PID # 21-120-23-13-0022

May 24, 2024

CITY OF ROGERS

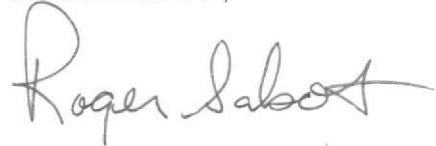
22350 SOUTH DIAMOND LAKE ROAD, ROGERS, MN 55374

This is a request for a 10-year extension on the interim Use Permit or would you be open to grandfather in. The billboard sign has been there since 1988. This sign over the years have advertised many local businesses in Rogers. The additional tax base on the billboard sign is assessed at \$187,000 in 2023 which does increase our property taxes. Current 2024 property taxes are \$50,493.52. The sign revenue has help us to get through some tough years with real estate down turns and recently Covid. Bev and I have been active in the Rogers Community since 1980.

PID# 23-120-23 13 0022 Lot 8 Block 1

Thank You for your consideration.

SINCERELY,

A handwritten signature in black ink that reads "Roger Sabot". The signature is fluid and cursive, with a large initial "R" and a long, sweeping underline.

ROGER SABOT
21310 JOHN MILLESS DRIVE
ROGERS, MN 55374
roger@rogersprintingmn.com
612-581-3000

21308 John Milless Drive







REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: October 28, 2014

Agenda Item: No. 5.04

Subject: Approval Granting a Five Year Extension to the Sabot Interim Use Permit

Prepared By: Stacy Scharber, Assistant City Administrator/Clerk

Recommended City Council Action

Staff recommends the following motion:

Motion to grant a five year extension to the Sabot Interim Use Permit dated January 27, 2010, extending it to December 31, 2019.

Overview / Background

Roger Sabot has requested the Council to consider a five year extension to the existing Interim Use Permit which is set to expire December 31, 2014. The billboard is located on Lot 8, Block 1 Rogers Plaza.

Primary Issues to Consider

1. Extension of Interim Use Permit as permitted by the existing Interim Use Permit:
On or before December 31, 2014 owners, their successors or assigns, shall remove the above referenced billboard from said Lot 8, unless extended by the City.

Supporting Documentation

- Interim Use Permit signed January 27, 2010
- Following email received from Mr. Sabot:
Stacy Scharber,
I am requesting a 5 year extension for the interim use agreement for the sign I have leased at 21310 John Milless Drive. PID# 23-120-23 13 0022. In the Interim use agreement under the Recitals heading item #2 in the second section states: On or before December 31, 2014 Owners, their successors or assigns, shall remove the above reference billboard from said Lot 8, unless extended by the City. This sign has down casting lighting which was requested by the City so it would conform with the cities lighting policy, the lighting was installed in early 2010.
Thank you for your consideration.
Roger Sabot

Analysis of Primary Issues

None.

Staff Recommendation

Motion to grant a five year extension to the Sabot Interim Use Permit dated January 27, 2010, extending it to December 31, 2019.

Financial Impact:

Budgeted (Y/N, Year)?

Source/Fund:

Notes, ongoing costs, etc:

INTERIM USE AGREEMENT

This Agreement is entered into between Roger Sabot and Beverly Sabot, owners of the real property located on John Milless Drive and legally described as:

Lot 8, Block 1, Rogers Plaza

and the City of Rogers, Hennepin County, Minnesota (City)

RECITALS

1. Owners had been granted an Interim Use Agreement on November 12, 2004 that would allow the billboard to remain on the property through the term of the current lease which expires on December 31, 2009, citing a financial hardship and the need for the income from the billboard.
2. On or before December 31, 2009 Owner, their successors or assigns, were to remove the above referenced billboard from said Lot 8.
3. Owners have requested that the City permit the billboard to remain for another 5 year lease agreement with CBS Outdoor, which will have a termination date of December 31, 2014; citing a financial hardship and the need for the income from the billboard.

NOW, THEREFORE, the parties agree:

1. City agrees to allow Owners and grants Owners the Interim Use by permitting the billboard located on Lot 8, Block 1, Rogers Plaza to remain until December 31, 2014.
2. On or before December 31, 2014 Owners, their successors or assigns, shall remove the above reference billboard from said Lot 8, unless extended by the City.
3. Any lighting for the billboard shall be downcast or it may be turned off and remain off. Any violation of said lighting shall be cause for the City to enforce this agreement.
4. Any costs incurred by the City for the enforcement of this agreement shall be paid by Owners, their heirs or assigns.

Date: 1-27-2010

OWNERS

Roger Sabot
Roger Sabot

Beverly Sabot
Beverly Sabot

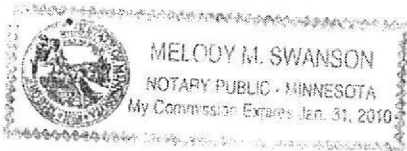
CITY OF ROGERS

Jason Grimm
Jason Grimm, Mayor

Stacy Doboszinski
Stacy Doboszinski, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

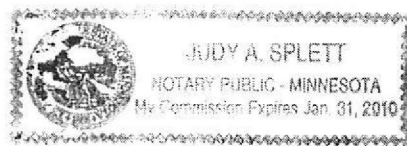
The foregoing instrument was acknowledged before me this 27th day of January, 2010, by Roger Sabot and Beverly Sabot.



Melody M. Swanson
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 27th day of January, 2010, by Jason Grimm, the Mayor and Stacy Doboszinski, the Clerk of the City of Rogers, a municipal corporation under the laws of Minnesota, on behalf of said municipal corporation.



Judy A. Splett
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

City of Rogers
22350 S. Diamond Lake Road
Rogers, MN 55374

1. Call to Order. The regular meeting of the Council of the City of Rogers was called to order by Mayor Bunting on Tuesday, October 28, 2014 at 7:00 p.m. at Rogers Community Center, 21201 Memorial Drive, Rogers, MN, 55374.

Council present: Jay Bunting, Don Hall, Rick Ihli, Darren Jakel, and Maureen Stanley.

Staff present: Jeff Beahen, Police Chief; Gary Buysse, Liquor Operations Manager; Sheila Cartney, City Planner/Econ. Develop. Coord; Brad Feist, Fire Chief; Stacy Scharber, Assistant City Administrator; Steve Stahmer, City Administrator; John Seifert, Public Works Supt.; Lisa Wieland, Finance Director; and Brett Weiss, City Engineer.

2. Open Forum

None.

3. Presentations

None.

4. Approve Agenda

The agenda was set as submitted.

5. Consent Agenda

- 5.01** Approval of Minutes from October 14, 2014 City Council Meeting
- 5.02** Approval of Bills and Claims
- 5.03** Employee Recognition Program
- 5.04** Request by Roger Sabot for a 5 Year Extension for the Interim Use Agreement for the Billboard
- 5.05** Approval of the Following Requests by Tom Kemmetmueller:
 - Resolution No. 2014-83, A Resolution Approving a Land Division to Create a 5.50 Acre Parcel from a 48.54 Acre Parcel
 - Adopt Ordinance No. 2014-14, An Ordinance Amending the Zoning Map of the City of Rogers by Rezoning the Subject Properties from Ag to RE-5 and Summary Ordinance No. 2014-14.
- 5.06** Approval of Resolution No. 2014-84, A Resolution Granting a Variance to Randy and Sandra Nuelk for a Variance to Construct an Accessory Building in Front of the Principal Structure
- 5.07** Approval of the Following Requests by Scannell Properties:
 - Resolution No. 2014-85, A Resolution Granting Preliminary and Final Plat Approval of Kinghorn Industrial Park 2nd Addition
 - Resolution No. 2014-86, A Resolution Granting Site Plan Approval of a 221,000 sq.ft. Distribution Building with Warehouse and Office
- 5.08** Arena Commission Member at Large Appointment
- 5.09** ~~Approval of Resolution 2014-87, A Resolution Approving the City of Rogers to Enter into a Solar Photovoltaic System Power Purchase Agreement with New Equity LLC at the Rogers Activity Center and Rogers Wines and Spirits~~
Removed by staff prior to the meeting.
- 5.10** Approval of the 2015 Siren Maintenance Contract

- 5.11** Authorize the Purchase of Cabinet, Controllor, and Video Detection System for the Proposed Signal at the Intersection of Rogers Drive and Brockton Lane
- 5.12** Scope of Services for Preliminary Design for Proposed Triangle Park Pavilion
- 5.13** Approval of Minnesota Lawful Gambling Exempt Permit for Knights of Columbus to Conduct Bingo at Mary Queen of Peace Church on November 9th, December 14th, 2014, January 11th, February 8th, and March 1st, 2015, located at 21304 Church Avenue, Rogers, Minnesota
- 5.14** Approval of Payment to Infinity for \$8,274.02 for the Installation of the Radio System at the New Police Facility
- 5.15** Acceptance of Resignation from Captain Miller
- 5.16** Approval of Resolution No. 2014-93, A Resolution Providing for the Redemption of Certain Outstanding General Obligation Improvement Bonds, Series 2006a and General Obligation Improvement and Refunding Bonds, Series 2010a of Hassan Township

5.15 pulled by Bunting

5.04 pulled by Ihli

Hall moved, Jakel seconded a motion to approve the consent agenda less 5.04 and 5.15. Motion carried 5-0.

5.04

Ihli stated that Mr. Sabot has changed his request and is requesting a 10 year extension instead of the five year originally stated in the memo. Council had no issues with the 10 year extension.

Ihli moved, Stanley seconded a motion approving a 10 year interim use extension for the billboard. Motion carried 5-0.

5.15

Bunting stated he pulled this item to recognize Captain Miller for his service to the City.

Bunting moved, Jakel seconded the motion to accept the resignation.

Hall added that everyone recognizes him and appreciates his years of service.

Ihli stated Miller stood tall and took the heat and he appreciates that.

Beahen stated that the department has something planned for the Captain; there are several surprises in store for the Captain, some will be public. Beahen stated the action requested tonight is a formality. Motion carried 5-0.

6. Public Hearings

6.01 Public Hearing to Adopt the Proposed Assessment for Delinquent Sewer, Water, Recycling, and/or Storm Water Service Charges

- **Approval of Resolution No. 2014-88, A Resolution Adopting and Confirming Assessment for Delinquent Sewer and Water Service Charges (2014)**

Assistant Administrator Scharber stated that residents with delinquent utility accounts for sewer/water/recycling/storm sewer received a notice of the public hearing.

Mayor Bunting opened the meeting for public hearing at 7:07 p.m.



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: July 9, 2024

Agenda Item: No. 7.2

Subject: Accept Bids and Award Contract for the 129th Avenue Reconstruction Project Phase 2, City Project No. 2403

Prepared By: Mike Albers, Assistant City Engineer

Recommended City Council Action

Motion to Accept Bids and Award Contract for the 129th Avenue Reconstruction Project Phase 2, City Project No. 2403.

Overview / Background

The 129th Avenue Reconstruction Project Phase 2 is identified in the City's Capital Improvement Program for 2024 for a total project cost of \$2,540,000.00. The project includes improvements on 129th Avenue North from Arthur Street to Oakwood Drive (approximately 0.5 miles). 129th Avenue North is a Municipal State Aid (MSA) route, and the existing street is a rural section with no curb and gutter. The proposed street improvements consist of the improving the roadway to an urban section with curb and gutter, storm sewer improvements and complete trail replacement.

Bids for Project No. 2403 were opened virtually on June 28, 2024 with 7 bidders submitting the following bids:

1. Douglas-Kerr Underground, LLC	\$1,104,684.72
2. Veit & Company, Inc.	\$1,247,017.51
3. New Look Contracting, Inc.	\$1,255,653.50
4. Park Construction Company	\$1,489,345.90
5. Meyer Contracting, Inc.	\$1,541,489.91
6. C.S. McCrossan Construction, Inc.	\$1,599,633.95
7. Northwest	\$1,614,647.13

Douglas-Kerr Underground, LLC of Mora, Minnesota is the apparent low bidder and has worked with staff in the past and currently has the capacity and resources to complete this work. The Engineer's Estimate for this project was \$1,191,759.25. Their bid is \$87,074.53 or 7.3% under the Engineer's Estimate. The estimated total project cost based on the low bid is \$1,350,172.26 including engineering and administration.

Staff Recommendation

Motion to Accept Bids and Award Contract for the 129th Avenue Reconstruction Project Phase 2, City Project No. 2403

Financial Impact:

\$1,350,172.26

Budgeted? Yes

Source Fund: MSA, 401, 402,
404 and 405

Notes:**ATTACHMENTS:**

Description

Recommendation Letter

**M E M O R A N D U M**

Date: June 28, 2024
To: Mike Albers, P.E., Assistant City Engineer
From: Jason Cook, P.E., Principal Engineer
Subject: Bid Results and Recommendation
129th Avenue Reconstruction Project
City Project No: 2403

Seven bids were received for the 129th Avenue Reconstruction Project (City Project #2403). The bids were publicly read aloud at 10:00 A.M. on June 28, 2024. The bids were then reviewed, tabulated and the results are summarized below:

CONTRACTOR	TOTAL BID
Douglas-Kerr Underground, L.L.C	\$1,104,684.72
Veit & Company, Inc.	\$1,247,017.51
New Look Contracting, Inc.	\$1,255,653.50
Park Construction Company	\$1,489,345.90
Meyer Contracting Inc.	\$1,541,489.91
C.S. McCrossan Construction, Inc.	\$1,599,633.95
Northwest	\$1,614,647.13

The Engineer's Estimate for the project was \$1,191,759.25.

We have reviewed the low bid unit prices and compared them to the Engineer's Estimate and the other bids received and have found them to be responsive and not materially unbalanced.

If the City of Rogers elects to proceed with the project, we recommend awarding the contract to Douglas-Kerr Underground, L.L.C in the amount of \$1,104,684.72.

If you have any questions, please contact me at (763) 200-2444



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: July 9, 2024

Agenda Item: No. 7.3

Subject: Consideration of Resolution 2024-62 Approving a Purchase Agreement for the Sale of 2.7-acres of City-owned Property to Jacob Ventures, LLC (dba Ray J's)

Prepared By: Brett Angell, Community Development Director

Recommended City Council Action

Motion to approve Resolution 2024-62 approving a purchase agreement with Jacob Ventures, LLC for the sale of approximately 2.7-acres of city-owned property.

Overview / Background

On December 1st, 2023, the City of Rogers closed on the acquisition of 4.8-acres of land at County Road 144 and Northdale Blvd. This acquisition included vacant land and a former fast-food restaurant. Following the acquisition, the city re-platted the property in an effort to stimulate development in this area. On May 1st, the city closed on sale of the former fast food restaurant to LM Ritz Properties (dba Ripple Effect Brewing). Following the sale of the property to the brewery, there are two remaining parcels available for sale, a 2.7 acre parcel and a 1 acre parcel.

At the June 25th meeting, the City Council discussed via closed session two offers which had been received for the 2.7-acre parcel. Through the closed session discussion, direction was given to begin negotiations of a purchase agreement with Ray J's American Grill for the subject property incorporating feedback from the council on the offer. Ray J's is a respected bar and restaurant which features American food and has been previously recognized as being one of the best locations for chicken wings in the Twin Cities. There are currently two Ray J's locations, one in Minneapolis and one in Woodbury. The ownership group also owns Schuller's Tavern in Golden Valley.

The 2.72-acre property is internal to the overall development site and fronts Highway 101 on the eastern side of the property. The property is currently zoned as RC-Regional Center and is guided as Commercial in the 2040 Comprehensive Plan. The proposed use as a bar/restaurant is an allowed use within this zoning and guidance.

A proposed purchase agreement is attached to this memorandum for review. Highlighted details related to the purchase agreement can be found below:

- Buyer: Jacob Ventures, LLC (RE holding company)
- Seller: City of Rogers
- Property: Lot 3, Block 1, Uptown Rogers 3rd Addition
- Sale Price: \$500,000
- Due Diligence Period: 180 days
- Closing: within 30-days following due diligence.
- Earnest money: \$5,000

- Contingencies: acceptable title, future land use approvals, and adequate financing

Upon execution of the purchase agreement by both parties, the proposed sale will enter into the due diligence phase. Many of the items related to due diligence, such as a Phase I Environmental Site Assessment, were completed when the city acquired the property and those reports have been or will be shared with the buyer. Based upon the proposed timeline as defined within the purchase agreement, a closing would likely occur in late 2024 or early 2025.

Staff believe this potential sale, combined with the recent sale to Ripple Effect Brewing, will bring a new life to this area and side of Highway 101. Being that the brewery does not have plans to offer food, the proposed uses should be able to coincide nicely and benefit each other. The proposed sale leaves one lot remaining under city ownership which will continue to be marketed for sale.

Staff Recommendation

Staff recommends the approval of Resolution 2024-62 approving a purchase agreement with Jacob Ventures, LLC for the sale of approximately 2.7 acres of city-owned property.

ATTACHMENTS:

Description

Resolution 2024-62

Purchase Agreement

Location Map

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

RESOLUTION NO. 2024-62

**RESOLUTION APPROVING A PURCHASE AGREEMENT WITH
JACOB VENTURES, LLC**

WHEREAS, the City of Rogers, Minnesota (the “City”) owns certain real property legally described as Lot 3, Block 1, Uptown Rogers 3rd Addition (“the “Property”); and

WHEREAS, Jacob Ventures, LLC, a Minnesota limited liability company (the “Buyer”), is interested in purchasing the Property from the City in connection with developing the Property into a new restaurant and bar, and there is presented to the City Council of the City a Purchase Agreement by and between the City and the Buyer related to the Property (the “Purchase Agreement”); and

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

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

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

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

4. The City hereby finds that the sale price is not a business subsidy within the meaning of Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the “Business Subsidy Act”) because the

approved sales price of the Property is within \$150,000 of the assessed market value of the buildable area of the property.

5. The City Council declares this sale has no relationship to the Comprehensive Plan and finds the proposed use is in conformance with the zoning and guidance of the property.

Approved this 9th day of July, 2024 by the City Council of the City of Rogers, Minnesota.

Mayor

ATTEST:

City Clerk

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is made and entered into this 9th day of July, 2024 (the “Agreement Date”), by and between Jacob Ventures, LLC, a Minnesota Limited Liability Company, (“Buyer”) or its permitted assigns, and the City of Rogers, a Minnesota municipal corporation (the “City” or “Seller”). Each may be referred to as a “Party” or collectively, the “Parties”.

1. **Conveyance of Property.** In consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, certain real property consisting of approximately 2.72 acres of land, together with any site improvements, fixtures, and all easements, appurtenances, and other related real property rights, located in the City of Rogers, County of Hennepin, Minnesota as legally described on Exhibit A attached hereto (the “Property”).

2. **Personal Property.** Buyer acknowledges that no items of personal property are included in the sale of the Property.

3. **Purchase Price and Terms.**

3.1 **Purchase Price.** The total purchase price to be paid by Buyer to Seller for the Property shall total Five Hundred Thousand and No/100 Dollars (\$500,000) (the “Purchase Price”).

3.2 **Deposit.** Buyer shall deposit an initial deposit of Five Thousand and No/100 Dollars (\$5,000) (together with the additional deposit to be made pursuant to this Section 3.2, when and if made, the “Deposit”) into escrow within fifteen (15) days following the execution of the Agreement. Prior to the expiration of the Due Diligence Period, Buyer shall have the right to terminate the Agreement and obtain a return of the Deposit(s) made thereunder. Upon expiration of the Due Diligence Period, Deposit(s) made under this Agreement shall be non-refundable to the Buyer unless due to the Seller’s non-performance of its obligations under the Agreement. The Deposit(s) shall be applied to the Purchase Price at closing.

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

3.4 **Deed/Marketable Title.** Subject to performance by Buyer, Seller agrees to execute and deliver a Limited Warranty Deed (the “Deed”) in recordable form conveying marketable title to the Property to Buyer subject only to the Permitted Exceptions (as defined below).

4. **Information and Title Inspection.**

- 4.1 Seller's Information. Within 5 business days of the Agreement Date, Seller shall provide to Buyer all information listed on Exhibit B in Seller's possession or control relating to the Property which Seller represents and warrants is as set forth on the attached Exhibit B (collectively, "Seller's Information"). If Seller obtains new or updated material information regarding the Property prior to the Closing, Seller shall inform Buyer of its receipt of updated material information and deliver such supplemental information to Buyer and the same shall be included as part of the Seller's Information.
- 4.2 Title and Survey Matters. Within 10 days after the execution and delivery of this Agreement by both parties, Buyer, at Buyer's expense, shall obtain a commitment for an ALTA owner's title insurance policy issued from TitleSmart, Inc., 10705 Town Square Drive NE, STE 240, Blaine, MN 55449, (the "Title Company"), which is the title company of the Buyer's choice, for an owner's title insurance policy insuring title to the Property in the amount of the Purchase Price (the "Title Commitment"), together with copies of all documents attached to the Title Commitment. Buyer may also, at Buyer's expense, obtain any survey desired by Buyer of the Property (the "Survey"). The Buyer shall provide a copy of the Title Commitment to Seller. Within 15 days after receipt of the Title Commitment and the Survey, whichever is later, Buyer shall notify Seller in writing of any objections to title and the Survey (the "Objections"), or the Objections shall be deemed waived. If any Objections are so made, Seller may be allowed until the Closing Date to cure the Objections and make the title to the Property good and marketable of record in Seller. Notwithstanding the foregoing, Seller shall have no obligation to cure any Objections. If any Objections remain uncured by Seller on the Closing Date, Buyer, as its sole and exclusive remedy, may either: (A) terminate this Agreement by giving written notice to the Seller; or (B) elect to accept the title in its unmarketable condition and without reduction of the Purchase Price by giving written notice to Seller. All of the matters to which title is subject at Closing, as shown on the Title Commitment (inclusive of all uncured Objections), are collectively called the "Permitted Exceptions."

5. **Due Diligence Period.** The term "Due Diligence Period" shall mean the period commencing on the Agreement Date and ending 180 days following the Agreement Date. Buyer shall have the option to, by notice to Seller made at least five (5) days before the end of the then applicable Due Diligence Period, extend the Due Diligence Period by 90 days ("Extension Period"). Should the Buyer elect to enact the Extension Period, Buyer shall deposit an additional \$5,000 deposit with the Title Company. During the Due Diligence Period, Buyer may approve and conduct any investigations, studies or tests desired by Buyer including investigations and tests specifically for the presence or absence of Hazardous Substances in, on, or about the Property, including by means of a Phase I or Phase II Environmental Site Assessment and all inspections related thereto, as well as invasive drilling and inspections, tests, feasibility studies, and any other inspections, studies or tests reasonably required by Buyer in connection with Buyer's due diligence, in Buyer's sole discretion and at its sole cost and expense (collectively, the "Inspections"). During the Diligence Period, Seller grants to Buyer, its agents, employees, and

contractors the right to enter the Property to conduct the Inspections. Buyer shall notify Seller prior to any entry and shall not unreasonably interfere with Seller's business operations at the Property. Buyer shall promptly repair any damage to the Property arising out of the Inspections and return the Property to substantially the same condition as existed prior to the Inspections, except that Buyer shall not be required to restore any latent defect or pre-existing condition at the Property not caused or impacted by Buyer's or its agents', contractors' or employees' entry on the Property. Buyer shall indemnify, defend, and hold Seller harmless from and against any damage, injury, claim or lien caused by the activities of Buyer or its agents on the Property or failure to perform Buyer's obligations under the immediately preceding sentence, provided, however, that Buyer shall have no responsibility or liability, and no obligation to indemnify or defend Seller, for (a) any act or omission of Seller or Seller's officials, agents, employees, and representatives; (b) any adverse condition or defect on or affecting the Property not caused or impacted by Buyer or its employees, agents, consultants, or contractors discovered during the Inspections including, without limitation, the pre-existing presence or discovery of any pre-existing matter (such as, but not limited to, any Hazardous Substance as defined by Section 12.I.); (c) the results or findings of any inspection not caused or impacted by Buyer or its employees, agents, consultants, or contractors discovered during their inspections; and/or (d) Buyer's election to terminate this Agreement as a result of any inspection pursuant to this Agreement. The Buyer's obligations under this Section 5 shall survive the Closing and any termination of this Agreement.

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

- A. Approval of this Agreement by Seller's governing body authorized on 7/9/2024.
- B. On or before the Closing Date, the condition of title shall be satisfactory to the Buyer following the Buyer's examination of title as provided herein.
- C. On or before the Closing Date, Buyer shall have obtained any and all governmental approvals for the Property and shall have received any and all permits necessary for Buyer's intended use of the Property.
- D. Buyer securing adequate financing, in Buyer's discretion for the construction of the Property.

Buyer shall have the time described in Sections 4 and 5, above, to complete its title and due diligence reviews. These Contingencies are solely for the benefit of Buyer and, with the exception of the contingency described in Section 6.A., may be waived by Buyer. If Buyer gives written notice to Seller that the Contingencies are duly satisfied or waived, Buyer and Seller shall proceed to close the transaction. If the Contingencies are not satisfied or waived, this Agreement may be terminated at the written option of either Party. If any Contingency is not satisfied or waived and Buyer or Seller does not send written notice of termination, this Agreement is deemed to have been terminated at the close of the Due Diligence Period described in Section 5. As a contingent purchase agreement, the termination of this Agreement is not required pursuant to Minnesota Statutes Section 559.21, et seq.

7. **Contingencies.** Seller's contingencies are as follows:

- A. Buyer agrees to utilize the Property to construct, equip and operate a restaurant and bar (the “Project”)
- B. Buyer shall have submitted land use development plans for the Project to Seller, and Buyer shall have satisfied all requirements necessary to obtain Seller approval of the construction plans.

8. **Closing.** Subject to the terms of this Agreement, the closing of the purchase and sale of the Property contemplated by this Agreement (the “Closing”) shall occur at the office of the Title Company, or at another location mutually agreed upon by the Parties, on the date 30 days after the expiration of the Due Diligence Period or an extension thereof as defined in Section 5, or such other date as agreed to by the Parties in writing (the “Closing Date”). The Closing shall be accomplished through the delivery of funds and documents into escrow with the Title Company and neither party shall be required to attend the Closing.

9. **Closing Costs.** Seller shall be responsible for the following closing costs and related items: (1) one-half of the closing fees charged by the Title Company utilized to close the transaction contemplated by this Agreement; (2) all transfer taxes or other governmental charges including the State deed tax and conservation fee assessed on the transfer of the Property; (3) any curative endorsements Seller elects to obtain to cure title defects; (4) all recording fees and charges relating to the filing of any instrument to make title marketable, and; (5) Broker commission fees as defined in Section 16 of this Agreement, and; (6) Seller’s own legal and accounting fees associated with this transaction. Buyer shall be responsible for the following closing costs and related items: (1) one-half of the closing fees charged by the Title Company utilized to close the transaction contemplated by this Agreement; (2) the cost of the title commitment and any title search and examination fees, and charges for premiums required for the issuance of a title insurance policy; (3) recording fees or charges related to the filing of the deed, and; (4) Buyer’s own legal and accounting fees associated with this transaction.

10. **Real Estate Taxes.** Real estate taxes and special assessments due and payable in the year of closing shall be prorated as of the Closing Date. Seller shall pay on or before the Closing Date all real estate taxes due and payable in all prior years including all deferred real estate taxes, penalties, and interest. Seller shall pay the portion of all special assessments levied against the Property as of the Closing Date that relate to the period on or prior to the Closing Document. Buyer shall assume any special assessments that are pending but not levied against the Property as of the Closing Date and the portion of all special assessments relating to the period after the Closing Date. Buyer may terminate this Agreement, if, in its sole opinion, it believes that any levied or pending assessments are excessive.

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

- A. The Deed conveying the Property to the Buyer.
- B. ALTA Settlement Statement or other form of Settlement Statement prepared by the title company closing of the purchase and sale of the Property.

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

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

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

13. **Seller’s Representations and Warranties.** Seller, after due inquiry, represents and warrants to Buyer now and, subject to the update of the representations and warranties provided below, as of the Closing Date that:

- A. Seller has not done or suffered anything to encumber title to the Property except the Permitted Exceptions, and shall cause the Property to be released from any mortgages or other liens created by Seller prior to Closing.
- B. Neither the execution, delivery or performance of this Agreement will result in the breach under any indenture, security instrument nor other agreement or court or administrative order by which Seller or the Property may be bound or affected.
- C. As of the Closing Date, there will be no leases or other occupancy agreement in effect with respect to the Property. There are no tenants or third parties in possession of the Property.
- D. As of the Closing Date, no contracts or agreements will be in effect with respect to the Property by which Buyer will be bound.
- E. There are no legal actions, suits, litigation, or other legal or administrative proceedings of any kind, pending or threatened, that affect the Property or any portion thereof, and to Seller’s knowledge, no such action is presently contemplated.

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

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

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

- L. To the best of Seller's knowledge, there is no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof.
- M. To Seller's knowledge, no latent or patent defects in the Property, such as sinkholes, weak soils, unrecorded easements or restrictions, exist.
- N. Seller is not a "foreign person" as such term is defined in the Internal Revenue Code.
- O. To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.

As used in this Agreement, the term "Seller's knowledge" or words of similar import means the actual knowledge of City staff, without imposing any duty of investigation or personal liability on such individual and shall not include any imputed, implied or constructive knowledge of such individual. Seller shall promptly notify Buyer in writing of Seller's knowledge acquired, or Seller's knowledge of any facts, circumstances and events occurring, after the Agreement Date that would make any of the representations or warranties of Seller untrue at the Closing (the "Updated Information"). If any of the representations or warranties of Seller contained in this Agreement become untrue in any material respect as a result of any Updated Information, Seller shall have the right (but not the obligation) to cure the same by taking action so that any representation or warranty is made accurate at or prior to the Closing ("Curative Action"). Within three (3) days after delivering written notice of Updated Information, Seller shall deliver to Buyer written notice of whether Seller elects to take Curative Action, but the failure to deliver such notice shall constitute Seller's election not to take Curative Action. If any of the representations or warranties of Seller are or become untrue in any material respect and are not made accurate by Seller on or prior to the Closing, then Buyer may elect, as its sole remedy (unless the same were knowingly false on the Agreement Date or were made inaccurate by a willful act of Seller in violation of this Agreement by Seller, in which case Section 14 shall be applicable), to terminate this Agreement by the delivery of written notice to Seller prior to the Closing (or if Seller elects or is deemed to have elected not to take Curative Action, such earlier date that is five (5) days after such election or deemed election), in which event the Deposit shall be disbursed to Buyer and the parties shall have no further obligations under this Agreement except for those obligations that survive termination; provided, however, that notwithstanding the foregoing, Buyer shall not have the right to terminate this Agreement as a result of any of the following: (i) anything resulting from (A) Buyer's actions (other than the mere discovery of pre-existing matters) or (B) Seller's actions taken in accordance with this Agreement or at the request or instruction of Buyer, or (ii) as a result of the occurrence of any casualty, condemnation or eminent domain (which instead shall be governed by Section 15 of this Agreement). If Buyer does not terminate this Agreement in accordance with the foregoing provisions, then the representations and warranties of Seller shall be updated at Closing to include the Updated Information and to reflect actions taken by Seller in accordance with this Agreement and the parties shall proceed with the Closing in accordance with this Agreement without any adjustment of the Purchase Price. Seller shall not take any affirmative action that would cause any of the representations and warranties of Seller to be untrue as of the Closing.

The representations and warranties of Seller contained in this Agreement shall survive the Closing for a period of 365 days ("Survival Period"). Seller shall have no liability to Buyer for a breach of any representation or warranty under this Agreement unless written notice containing a description of the specific nature of such breach shall have been given by Buyer to Seller prior to the expiration of the Survival Period. Furthermore, notwithstanding anything to the contrary contained in this Agreement, if the Closing shall have occurred: (i) Seller shall have no liability (and Buyer shall make no claim against Seller) for any breaches of any representations or warranties or any other obligation of Seller under this Agreement or the Bring-Down Certificate unless the valid claims for actual damages incurred due to such breaches collectively exceed \$5,000; (ii) the liability of Seller for all breaches of representations and/or warranties under Agreement and/or the Bring-Down Certificate shall in no event exceed \$50,000, in the aggregate; and (iii) if Buyer obtains actual knowledge of any Exception Matter (as defined below) at or before the Closing, but nonetheless elects to proceed with the acquisition of the Property, then notwithstanding any contrary contained in this Agreement or in any other documents executed and delivered by Seller in connection with the Closing, the purchase of the Property shall be subject to such Exception Matter and Seller shall have no liability with respect to such Exception Matter. "Exception Matter" means any information discovered by Buyer at or before the Closing that would make or indicate that any representation or warranty of Seller contained in this Agreement is untrue or incorrect, including, without limitation, matters disclosed in writing to Buyer by Seller.

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

If to Buyer: Jacob Ventures, LLC
Attn: Mark Jacob
628 Main Street NE
Minneapolis, MN 55413
Email: markjacob@ray-js.com

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

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

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

14. **Default; Remedies; Specific Performance.** If Buyer defaults in any of the agreements herein, Seller shall be entitled, as its sole and exclusive remedy hereunder, to receipt of the Deposit as full and complete liquidated damages for such default of Buyer; provided, however, that the foregoing shall not in any way release, impair or otherwise affect the Buyer's indemnity obligations under this Agreement. The parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Buyer, exclusive of the Buyer's indemnity obligations, and except in connection with Buyer's indemnity obligations, Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer for any claims, injury, or loss arising from or in connection with this Agreement, including without limitation: (i) for specific performance of this Agreement; or (ii) to recover any damages in excess of such liquidated damages. In the event of a default by Seller hereunder, Buyer may either: (1) terminate this Agreement; or (2) bring an action to compel the specific performance of this Agreement in a court of law or equity if said action is brought within 6 months after Seller's default.

15. **Risk of Loss.** Seller shall bear all risk of loss resulting from damage to or of all or a portion of the Property which may occur prior to Closing by way of casualty, condemnation or otherwise ("Risk of Loss Event"). Following any Material Risk of Loss Event, Buyer may, in its sole discretion, by written notice to Seller within 15 days after receiving notice of such Material Risk of Loss Event but in all events prior to the Closing, terminate this Agreement, in which event neither Party shall have any further obligations under this Agreement except for the obligations that survive termination, and, provided that all Buyer Earnest Money shall be returned to Buyer. If necessary, the Closing Date shall be extended to allow Buyer such 15-day period. In the event of any Risk of Loss Event which does not result in a termination of this Agreement, the parties shall proceed to Closing without any adjustment in the Purchase Price and Seller shall, at Closing, assign to Buyer, as of Closing and in a form acceptable to Buyer, all rights or claims for relief with respect to such casualty or condemnation, and credit to Buyer an amount equal to the insurance deductible, if any, under any applicable insurance policy of Seller covering such casualty. "Material Risk of Loss Event" means any Risk of Loss Event that results in a loss or damage to the Property that exceeds five percent (5%) of the Purchase Price.

16. **Broker Commissions.** Seller represents and warrants to Buyer that they have not dealt with any other brokers in connection with the transaction contemplated by this Agreement. Seller shall indemnify, defend, and hold harmless Buyer against any claim made by any agent or broker for a commission or fee based on acts or agreements of Seller. Buyer represents and warrants to Seller that they are represented exclusively by Tousley & Co. Buyer will indemnify, defend, and hold harmless Seller against any claim made by any agent or broker for a commission or fee based on acts or agreements of Buyer. This Section shall survive the Closing or termination of this Agreement. Seller shall pay commissions at closing. Commissions due to Buyer's representation shall be \$15,000.

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

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

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

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

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

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

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

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

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

26. **No Merger of Representations, Warranties.** Subject to the provisions of Section 12 (which Section 12 shall control over the provisions of this Section 26), all representations and warranties contained in this Agreement shall not be merged into any instruments or conveyance delivered at Closing, and the Parties shall be bound accordingly.

27. **AS IS Sale.** Buyer hereby acknowledges and agrees that the sale of the Property hereunder is and will be made on an "AS IS, WHERE IS AND WITH ALL FAULTS" basis

subject, however, to the express representations of Seller contained in this Agreement, the Limited Warranty Deed or other closing documents executed by Seller (the deed and such other closing documents executed by Seller are collectively called the "Seller Documents"). Buyer acknowledges that Buyer has not relied on Seller's skill or judgment to select or furnish the Property for any particular purpose, and that Seller makes no warranty that the Property is fit for any particular purpose. Seller hereby disclaims all implied warranties. Without limiting any express representations contained in this Agreement or the Seller Documents, Buyer further acknowledges and agrees that (1) all information provided or to be provided with respect to the Property (including, without limitation, the Seller's Information) was or will be obtained from a variety of sources and (a) such information has been and will be provided without any recourse to or liability of Seller or the preparers thereof, and (b) Seller (i) has not made any independent investigation or verification of such information and (ii) has not made any express or implied, oral or written, representations as to any such information or the accuracy, completeness, form or content of such information, (2) the Purchase Price reflects the "AS-IS" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property, (3) Buyer's decision to purchase the Property shall be based solely on Buyer's independent evaluation of the Property, and (4) any information heretofore or hereafter provided by Seller to Buyer shall be for informational purposes only, and Buyer shall not rely upon any such information. As of Agreement Date and as of the Closing, Buyer hereby releases Seller and its affiliates and their respective employees, agents and attorneys from all obligations and liabilities with respect to the Property and the information provided by Seller with respect thereto except as otherwise expressly provided in this Agreement and at Closing Buyer shall ratify and confirm such release as of the Closing Date.

28. Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PROPERTY OR THE TRANSACTIONS CONTEMPLATED HEREBY, ANY DOCUMENTS AT ANY TIME EXECUTED IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE SELLER DOCUMENTS), ANY COURSE OF CONDUCT OF ANY PARTY OR ANY STATEMENTS, ACTIONS OR INACTIONS OF ANY PARTY OR ANY OTHER FACT, CIRCUMSTANCE OR MATTER PERTAINING TO THIS AGREEMENT, THE PROPERTY OR ANY DEPOSIT MADE HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

29. Buyer may assign this Agreement to a Minnesota Corporation of Limited Liability of its choosing ('New Entity'), created before Closing, and such assignee shall have all Buyer's rights and obligations and Jacob Ventures, LLC shall be released of any obligations contained herein. Any New Entity shall have the same principal owners as the Buyer.

[Signature page follows]

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

BUYER

Jacob Ventures, LLC

President

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

SELLER
City of Rogers

Rick Ihli, Mayor

Stacie Brown, City Clerk

EXHIBIT A

Legal Description of the Property

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

Lot 3, Block 1, Uptown Rogers 3rd Addition, Hennepin County, Minnesota

Abstract Property

EXHIBIT B

SELLER'S INFORMATION

Existing Surveys:

- ALTA
- Boundary
- Plat
- Topographical
- Other: _____

Provided: Yes ___ No ___

Provided: Yes ___ No ___

Provided: Yes ___ No ___

Provided: Yes ___ No ___

Provided: Yes ___ No ___

Existing Property Condition Reports:

- Phase I Environmental Report
- Other: _____

Provided: Yes ___ No ___

Provided: Yes ___ No ___

Existing Title Policies

Provided: Yes ___ No ___

Existing Leases Affecting the Property - None Exist

Provided: Yes ___ No ___

Unrecorded Encumbrances: To Seller's knowledge no unrecorded encumbrances exist.

- CC&Rs
- Easements
- Licenses/Permits
- Other: _____

Provided: Yes ___ No ___

Provided: Yes ___ No ___

Provided: Yes ___ No ___

Provided: Yes ___ No ___

Other Information:

- Preliminary Subsurface Report
- Storm Water Management Report

Provided: Yes ___ No ___

Provided: Yes ___ No ___



ATTACHMENT: LOCATION MAP





REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: July 9, 2024

Agenda Item: No. 7.4

Subject: Approval of Joint Powers Agreement for Assessing Services with Hennepin County

Prepared By: Steve Stahmer, City Administrator

Recommended City Council Action

Motion to approve the JPA for Assessing Services between the City and Hennepin County.

Overview / Background

Assessing services for the City of Rogers have always been provided by Hennepin County through a contract whereby the City pays the county to conduct the assessment of all property values in Rogers for property taxation, including holding open book/valuation adjustment meetings, and defending any tax court petitions. For 2024, the cost for this service is \$250,000, with the City collecting approximately \$37,000 from assessing fees (via building permit), for a net cost to the City of \$213,000.

As part of their program prioritization, Hennepin County Board of Commissioners recently voted to make a significant change to the way that they provide service to their existing customers and all cities under 30,000 population. Beginning after the expiration of our existing contract, Hennepin County will now provide the same services at no cost to these cities, including Rogers.

Upon approval by the City Council, a new agreement - the Joint Powers Agreement (JPA) for Assessing Services will replace the current fee-for-service contract, with the City receiving cost-free assessing services moving forward. The agreement has been reviewed by City Attorney Vose and does not have a termination date, but can be terminated by either party upon 90 days' written notice.

Staff Recommendation

Staff recommends approval of the JPA for Assessing Services between the City and Hennepin County.

ATTACHMENTS:

Description

JPA for No Charge Assessing Services with Hennepin County

Memo from County Assessor Re: Scope of Services

JOINT POWERS AGREEMENT FOR ASSESSMENT SERVICES

THIS JOINT POWERS AGREEMENT (“Agreement”) is made and entered into by and between the County of Hennepin, a body politic and corporate under the laws of the State of Minnesota (the “County”), and the City of Rogers, a municipal corporation under the laws of the State of Minnesota (the “City”).

RECITALS

1. WHEREAS, Pursuant to Minn. Stat. § 471.59, subdivision 1, the parties to this Agreement agree to exercise certain powers on behalf of the other or to cooperate with respect to their powers, to the extent and according to the terms provided herein;
2. WHEREAS, Minnesota Statutes Section 273.072 authorizes the County and any city or town lying wholly or partially within the County of Hennepin and constituting a separate assessment district to enter into an agreement, pursuant to Minnesota Statutes Section 471.59, for the provision of assessment services in the city or town by the county assessor;
3. WHEREAS, the City lies wholly within the County of Hennepin and constitutes a separate assessment district;
4. WHEREAS, the City desires the County to perform property tax assessments on behalf of the City and the County agrees to do so; and
5. WHEREAS, the City is willing to share all information, records, data, reports, etc., necessary to allow the County to carry out its responsibilities under this Agreement.

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are incorporated in this Agreement.
2. **Purpose.** This Agreement describes the duties and responsibilities of each of the parties related to the provision of assessment services to the City by the County.
3. **Indefinite Term.** This Agreement shall become effective on the Effective Date (as defined in section 19) and shall, unless otherwise terminated in accordance with the provisions hereof, continue in effect for an indefinite term of years.
4. **Termination.** This Agreement may be terminated by either party, with or without cause, upon ninety (90) days’ written notice.
5. **County Responsibilities.**

- 5.1 The County shall perform, at no cost to the City, property assessments for the City as required by Minnesota Law. The City agrees that the County may perform the assessment services as it deems appropriate. County is responsible for performing the assessment services in compliance with Minnesota Law.

6. City Responsibilities:

- 6.1 The City shall provide to the County, at no cost, all information, records, data, reports, etc., necessary to allow the County to carry out its responsibilities hereunder, and the City agrees to cooperate in good faith with the County in carrying out the work under this Agreement.

- 6.2 The City shall provide to the County, at no cost, office space, office furniture, and personnel required by the County. Specifically, the City agrees to furnish, without charge, secured office space as needed by the County at appropriate places in the City's offices. Such office space shall be sufficient in size to accommodate reasonably one (1) appraiser and any furniture placed therein. The office space shall be available for the County's use upon request during typical business hours, and during all such hours the County shall be provided with levels of heat, air conditioning and ventilation as are appropriate for the seasons.

7. **Non-Discrimination.** In accordance with Hennepin County Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, ex-offender status or national origin; and no person who is protected by applicable Federal or State laws, rules and regulations against discrimination shall be otherwise subjected to discrimination.

8. **Relationship of Parties; Employees.** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of joint venturers or co-partners between the parties hereto or as constituting the City as the agent, representative or employee of the County for any purpose or in any manner whatsoever.

It is further agreed that in the performance of this Agreement, no employee of the City shall be considered an employee of the County, and no employee of the County shall be considered an employee of the City. Each party is responsible for any and all compensation, rights or benefits of any kind owing to its own employees, including claims pursuant to the Workers' Compensation Act.

9. Indemnification.

- 9.1 City: The City agrees that it will defend, indemnify and hold the County, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and

disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the City, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The City's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

9.2 County: The County agrees that it will defend, indemnify and hold the City, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the County, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The County's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law. Notwithstanding the foregoing, the City's exclusive remedy for any violation of this Agreement by the County is specific performance of the Agreement.

10. Dispute Resolution. The parties will use a dispute resolution process for any unresolved dispute between the parties before exercising any legal remedies. The dispute resolution process is a three-level dispute resolution ladder that escalates a dispute. At each level of the dispute resolution process, the parties' representatives will meet and explore resolution until either party determines that effective resolution is not possible at the current level and notifies the other party that the process is elevated to the next level. The parties designate the following dispute resolution representatives: *Level 1: County Assessor and City Administrator; Level 2: Assistant County Administrator Resident Services and City Administrator; Level 3: County Administrator and City Administrator.*

The parties will complete the dispute resolution process in good faith before resorting to any other legal process or remedy.

11. Force Majeure. If a force majeure event occurs, neither party is responsible for a failure to perform or a delay in performance due to the force majeure event. A force majeure event is an event beyond a party's reasonable control, such as unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

12. Records. All records kept by the County and City with respect to the provided hereunder are subject to examination by representatives of each party. All data collected, created, received, maintained or disseminated for any purpose by the County and City under this Agreement are governed by Minnesota Statutes, Chapter 13 ("Act"), and the Minnesota Rules implementing the Act.

13. Audit. Under Minnesota Statutes, Section 16C.05, subdivision 5, the parties agree that the books, records, documents, and accounting procedures and practices relevant to this

June 12, 2024

Agreement are subject to examination by either party and the state auditor or legislative auditor, as appropriate, for at least six years from the end of this Agreement.

- 14. Notice.** Any notice or demand, which may or must be given or made by a party hereto, under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

TO CITY: City Administrator
 City of Rogers
 22350 South Diamond Lake Rd
 Rogers, MN 55374

TO COUNTY: Hennepin County Administrator
 2300A Government Center
 Minneapolis, MN 55487

copies to: County Assessor
 Hennepin County
 2103A Government Center
 Minneapolis, MN 55487

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received within the second business day thereafter or when it is actually received, whichever is sooner. Any notice delivered by hand shall be deemed received upon actual delivery.

- 15. Amendment.** Any modifications to this Agreement must be in writing as a formal amendment and executed by both parties.
- 16. Entire Agreement.** This Agreement is the entire agreement between the parties and supersedes all oral agreements and negotiations between the parties relating to this Agreement. All exhibits and attachments to this Agreement are incorporated into the Agreement. If there is a conflict between the terms of this Agreement and any of the exhibits, the Agreement governs.
- 17. Severability; Waiver.** The provisions of this Agreement are severable. If a court finds any part of this Agreement void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement. A waiver by a party of any part of this Agreement is not a waiver of any other part of the Agreement or of a future breach of the Agreement.
- 18. Counterparts.** This Agreement may be executed in multiple counterparts, all of which when taken together shall comprise one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or electronic

transmission (e.g., 'pdf' or 'tif') shall be effective as delivery of a manually executed counterpart of this Agreement.

19. Effective Date. This Agreement will be effective on August 1, 2024. Each party is signing this Agreement on the date stated below that party's signature.

COUNTY BOARD AUTHORIZATION

Reviewed by the County Attorney's
Office

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Assistant County Attorney

By: _____
Chair of Its County Board

Date: _____

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

By: _____
County Administrator

Date: _____

By: _____
Assistant County Administrator
- Residential Services

Date:

Recommended for Approval

By: _____
County Assessor/Director,
County Assessor Department

CITY OF ROGERS

By: _____
Rick Ihli, Mayor

By: _____
Steve Stahmer, City Administrator

HENNEPIN COUNTY

MINNESOTA

Memo

To: City Managers, City Administrators, City Clerks, Finance Directors

From: Joshua Hoogland, Hennepin County Assessor *JH*

Date: 6/12/2024

Re: Duties and responsibilities of assessors

Duties and responsibilities performed by the Hennepin County Assessor's Office

When choosing the county assessor to perform these functions, a lead appraiser is assigned to the city for day-to-day duties and response to taxpayers and city officials. Duties and responsibilities when choosing the county assessor's office to perform assessing services are listed below.

- Actually view all real and personal property within a 5 year period, as required by law.
- Review and appropriately value all new construction, additions, and renovation each year.
- Adjust estimated market values on those properties not physically inspected as deemed necessary per sales ratio analysis.
- Analyze sales, revalue all properties each year in accordance with the real estate market and prepare the initial assessment roll.
- Print and mail valuation notices.
- Respond to taxpayers regarding assessment or appraisal problems or inquiries in a timely fashion.
- Serve as an assessment resource to taxpayers and city officials.



- Conduct valuation reviews prior to Board of Review or Open Book Meetings, as deemed relevant by the City – approximate dates: March 1 through May 15.
- Attend Board of Review or conduct Open Book Meeting. Prepare all necessary review appraisals. Approximate dates: April 1 – May 31.
- Maintain an updated property file – current values, classification data and characteristic data.
- Prepare divisions and combinations as required by plats or other parcel changes.
- Administer the abatement process pursuant to Minn. Stat. §375.192.
- Prepare appraisals; defend and/or negotiate all Tax Court cases.
- Provide all computer hardware and software applications necessary to complete contracted services.
- Process all homestead and special program applications.

Contact

Hennepin County Assessor
Joshua Hoogland
(612) 348-8853
joshua.hoogland@hennepin.us