

AGENDA

ROGERS CITY COUNCIL

June 11, 2024 - 7:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. OPEN FORUM

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

3. PRESENTATIONS

- 3.1 Presentation of Emergency Management Director/Practitioner Certificate to Fire Chief Patrick Farrens - Joe Dotterer, Metro Regional Program Director

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 May 22, 2024 Workshop Minutes, May 28, 2024 Workshop Minutes and May 28, 2024 City Council Meeting Minutes
- 5.2 Approval of Bills and Claims
- 5.3 Approval of New Massage Therapist License for John Calvin Bataclan
- 5.4 Approval of Rogers Police Department's Wellness, Recruitment, and Retention Policy and Accompanying Memorandums of Agreement
- 5.5 Approval of a Proposal by Veit for Demolition Services of City-Owned Properties and Authorization to Enter into a Contract
- 5.6 Approve Professional Services Agreement with Dunham Mechanical and Electrical Consulting Engineering, Fire Station 2 Commissioning Services, City Project No. 2209
- 5.7 Approve Purchase of 70'X100' Britespan Genesis Series Salt Storage Building Through and Installed by Greystone Construction, City Project No. 2407
- 5.8 Setting a Workshop of the City Council for July 9, 2024 at 5:30 p.m. at the Rogers Community Room, 21201 Memorial Drive, Rogers, MN
- 5.9 Re-Approve Purchase and Installation of 2 Condensing Units and 6 Evaporators and Miscellaneous Equipment for Rogers Wine and Spirits

6. PUBLIC HEARINGS

7. GENERAL BUSINESS

- 7.1 Approve Items Related to Heidi and Nicholas Kepharts' Land Use Amendment, Rezoning, and Lot Combination Request
 - Approve Resolution 2024-39 Approving Land Use Amendment from Mixed Density Residential to Low Density Residential
 - Approve Ordinance 2024-04 Approving Zoning Map Amendment from R4 to R2
 - Approve Resolution 2024-55 Approving a Lot Combination
- 7.2 Summergate Concept Plan Review (Knapp Property)
- 7.3 Approval to Hire Jason Albers as Deputy Fire Marshal
- 7.4 Approval to Hire Thomas Agnes as Liquor Operations Director
- 7.5 Approval to Hire Matthew Rathlisberger as Assistant Finance Director
- 7.6 Consideration of a Purchase Agreement for the Sale of City-Owned Property located at 21400 John Milless Drive

8. OTHER BUSINESS

9. CORRESPONDENCE AND REPORTS

10. ADJOURN



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: June 11, 2024

Agenda Item: No. 3.1

Subject: Presentation of Emergency Management Director/Practitioner Certificate to Fire Chief Patrick Farrens - Joe Dotterer, Metro Regional Program Director

**Prepared
By:**



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: June 11, 2024

Agenda Item: No. 5.1

Subject: Approval of May 22, 2024 Workshop Minutes, May 28, 2024 Workshop Minutes and May 28, 2024 City Council Meeting Minutes

Prepared By: Stacie Brown, City Clerk

Recommended City Council Action

Motion to approve the May 22, 2024 Workshop minutes, the May 28, 2024 Workshop minutes, and the May 28, 2024 City Council meeting minutes.

Staff Recommendation

Motion to approve the May 22, 2024 Workshop minutes, the May 28, 2024 Workshop minutes, and the May 28, 2024 City Council meeting minutes.

ATTACHMENTS:

Description

05/22/2024 Goal Setting Minutes

05/28/2024 Workshop Minutes

05/28/2024 Council Minutes

1. Call to Order. The Workshop of the Rogers City Council was called to order by Mayor Ihli on Wednesday, May 22, 2024 at 8:00 a.m. at the 21st Century Bank Event Center, located at 12716 Main Street, Rogers.

Council present: Rick Ihli, Shannon Klick, Kevin Jullie, Mark Eiden and Amy Enga

Staff present: Administrator Stahmer, Assistant Administrator Scharber, Finance Director Bruska, Public Works Director/City Engineer Cote, Liquor Operations Director Buysse, IS Director Greninger, Park and Recreation Director Bauer, Captain Beck, Captain Foster, Fire Chief Farrens, Community Development Director Angell, and Communications Coordinator Williams.

2. Goal Setting

Administrator Stahmer led a goal setting session of the City Council. Council and staff discussed 2024 goals and priorities.

3. Adjourn

Mayor Ihli adjourned the workshop at 1:30 p.m.

Respectfully Submitted,
Stacy Scharber, Assistant City Administrator/HR Director

1. Call to Order. The Workshop of the Rogers City Council was called to order by Mayor Ihli on Tuesday, May 28, 2024 at 6:15 p.m. at Rogers Community Center, 21201 Memorial Drive, Rogers, MN, 55374

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

Administrator Stahmer opened the workshop by providing a background on discussions with Rogers Youth Hockey Association (RYHA) regarding the potential for adding a second sheet of ice at the Rogers Activity Center. To better assess the commitments of the City and RYHA, a draft term sheet was prepared by staff for review by both RYHA and Council.

Bruska shared that a meeting was held with RYHA to discuss the term sheet which developed by staff, and she reviewed the resulting document:

Recitals:

- RYHA have a long-standing relationship with the City and have proven to be a good partner on projects.
- The first sheet of ice was built in 2006, and RYHA contributed over a million dollars to it.
- Financial analysis is defined as exhibit A within the term sheet, referring to the cost of \$11 million, which is the current estimated cost for a Turf Facility.
- Anything outside of the scope of the City's obligations as defined in the Term Sheet would be the responsibility of RHYA to assume.

Before outlining the commitments of each party, Bruska noted that a term sheet is not legally binding but could be used to prepare a memorandum of understanding.

City Obligations:

- Provide prepared land (including recently completed site preparation)
- \$1.5 million contribution toward ice plant (to service both sheets of ice). This expedites the timeline for replacing the existing ice plant.
- Council has agreed to continue the current RAC levy of \$275,000 per year to allow operating income to support capital costs; with a target of \$120,000 going towards paying the debt on the capital.
- Once operation income target of \$120,000, any operating income will be split 50/50 with RYHA, which would reduce their annual contribution going forward.
- Naming rights for the entire facility (turf, original ice, second sheet), estimated at \$1.1 million. based on the Elk River Furniture and Things Ice Arena
- Public Works Director/ City Engineer Cote has updated the site plan, as shown in Exhibit A, with a wedge connecting the two facilities; this wedge would be paid for by the City.

RYHA Obligations:

- RYHA will provide funding beyond what the City has agreed to in the Term Sheet
- Provide the City with fundraising and financial reports as due diligence, and deposit an escrow for engineering and design costs.

- RYHA will provide a cash contribution of \$3 million (minus the escrow amount for design), and annual contributions of \$300,000 for 20 years.

Notes:

- Design to a standard to meet or exceed the operational efficiency and lifespan of the original building
- A design committee will be formed by the City and RYHA to steer activities, and RYHA will provide their design requirements to the City to define expectations
- At the point where cost is determined, the City would determine whether to move forward at that point, which would be the time a more legal document would be done.
- As the owner, the City will retain and contract with consultants, and competitive bidding must be controlled through the City per Statute
- City expects to have turf facility under construction by the end of this year, with the expectation of design development being completed this year as well.
- Ice allocation policies; fees and scheduling priorities will be discussed due to RYHA's contribution

Bruska invited any comments or questions.

Councilor Eiden inquired on the value of wedge to be constructed.. Public Works Director/City Engineer Cote stated that is not yet determined, and it may be a little less of a facility than the architects thought. He estimates \$1 million.

Mayor Ihli noted that costs keep increasing, and if this doesn't move forward relatively soon, the cost to both parties will be substantially higher.

Council opened the floor to Bill Zacher and Nate Moen of RYHA for comments.

Mr. Zacher commented that the goal is to get approval, so RYHA will have action on their side for a capital campaign. Mr. Zacher expressed that RYHA is taking on a lot, but something needs to be built, and this makes sense with land being right there. For design purposes, he stated a need a practice sheet, and recommendation making it larger for seating.

Nate Moen asked if something could be included in a Memorandum of Understanding indicating that RYHA would own the architect's renderings; given their investment in the design. Cote noted that customarily, the City is the owner of that information. However, in this situation, we don't project there would be an issue with having joint ownership.

Bruska stated that if Council agrees to this, it may be amended in the term sheet. Once things are refined, additional negotiation could take place and be incorporated in an Memorandum of Understanding.

Mr. Moen noted that the City has the full authority to push this project forward or not, and if RYHA has to go elsewhere, it would be good to have ownership of the plan/project documents.

Councilor Jullie asked to confirm that if the project does not proceed, RYHA will not be seeing reimbursement, and Mr. Moen stated they will not.

Councilor Jullie questioned what expenses are included under the \$11 million shown in Exhibit Bruska responded that it was the estimated total project cost, not broken down by design/engineering/construction, etc. Participants agreed that should be clarified on Exhibit B and will be conditioned in the approval.

Councilor Enga asked whether the \$3 million is also going toward design work, and Mr. Moen confirmed that is the intention.

Councilor Jullie asked to confirm that if naming rights do not generate the estimated \$1.1 million; if the intent is that RYHA will fill that shortfall. Bruska confirmed that the City will contribute the actual amount received from naming rights, and RYHA representatives agreed.

Councilor Jullie asked if paying the bond off early would affect the funding scenario for this project. Bruska replied that it would not affect the current term sheet.

Mr. Zacher stated that it's his understanding that the City will make the commitments outlined in the Term Sheet, and RYHA is responsible for the remainder.

Councilor Jullie thanked RYHA for their perseverance as the Council worked through the details. He inquired about the potential interest rate, and Bruska estimated it will be around 4%.

3. Adjourn

Mayor Ihli adjourned the workshop at 6:46 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, May 28, 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; Dan Wills, Police Chief; Patrick Farrens, Fire Chief; Doran Cote, Public Works Director/City Engineer; Brett Angell, Community Development Director; Bob Vose, City Attorney; Mike Bauer, Park and Recreation Director and Stacie Brown, City Clerk.

2. Open Forum

No persons addressed the Council.

3. Presentations

3.1 Audit Presentation by Andrew Berg, CPA- Abdo and Acceptance of 2023 Audit

Finance Director Bruska introduced Andrew Berg, CPA from Abdo, who presented the City's 2023 Audit Results. Mr. Berg shared that the audit went very well, noting that the City received an unmodified opinion on the audit (the best opinion that may be issued on financial statements). He individually reviewed the following items from the audit report: General Fund Balance, General Fund Revenues and Expenditures, Special Revenue Fund Balances, Capital Project Fund Balances, Debt Service Funds, Water Funds, Sewer Fund, Storm Sewer Fund, Municipal Liquor Fund, Cash and Investment Balances by Type, Key Performance Indicators for taxes, debt and expenditures. and he welcomed any questions. Mayor Ihli thanked staff and Mr. Berg for all the hard work.

Mayor Ihli moved, Councilor Klick seconded a motion to accept the 2023 Audited Financial Statements. Motion carried 5-0.

4. Approve Agenda

Set as submitted.

5. Consent Agenda

5.1 Approval of the May 14, 2024 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Approval of Special Event Permit Application from the Minnesota Wild for July 25, 2024

5.4 Accept Resignation of Greta Pudas, Assistant Finance Director, and Authorize Backfilling the Position

- 5.5 Approve Change Order Nos. 3, 4, 5, and 6, South Community Park Improvements, City Project No. 2104**
- 5.6 Approve Items Related to Adopting Ordinance 2024-03 Repealing and Replacing Mobile Food Trucks Ordinance**
 - **Adopt Ordinance 2024-03; Repealing Rogers City Code Chapter 22, Article 22-XII – Mobile Food Units, and Adopting City Code Chapter 22, Article 22-XII – Food Trucks and Ice Cream Trucks**
 - **Approve Resolution 2024-52; Authorizing Summary Publication of Ordinance 2024-03**
- 5.7 Approval of Resolution 2024-54; A Resolution Accepting Donations**
- 5.8 Approval of Resolution 2024-53; Supporting the Submission of a Minnesota Brownfields Gap Financing Grant Application**

Councilor Klick requested to have Items 5.4 and 5.7 pulled for separate discussion.

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

Finance Director Bruska addressed Item 5.4; acknowledging Assistant Finance Director Greta Pudas for her contributions to the City of Rogers and wishing her well in her next endeavor. Council also extended their appreciation and congratulations to Ms. Pudas.

Councilor Klick moved, Councilor Eiden seconded a motion accepting the resignation of Greta Pudas and authorizing the backfill of the Assistant Finance Director position. Motion carried 5-0.

Parks and Recreation Director Bauer came forward to discuss Item 5.7; reviewing several donations received over the last six months. These donations include:

- \$85,000 from Rogers Youth Hockey Association toward the design for an expansion of the Rogers Activity Center
- \$4,929 from the Rogers Lions Club to upgrade the wind oven at the 21st Century Bank Event Center
- \$9,000 towards three deep fryers, electrical and gas upgrades to the kitchen at the 21st Century Bank Event Center
- \$8,227.64 from the Edgewater Homeowners Association towards a hard court at Edgewater Park
- Tickets from the Minnesota Twins Community Fund for the Step to It Challenge

Councilor Klick moved, Councilor Enga seconded a motion approving Resolution 2024-54 Accepting Donations to the City. Motion carried 5-0.

From the audience, resident Jim Kelley inquired about Item 5.8; Community Development Director Angell came forward and explained that Minnesota Brownfields is an organization which

provides grants to cities and non-profits to help fund environmental testing that may occur on city properties. This item is a Resolution in support of the grant application, which is a requirement of the application process. Once submitted, Minnesota Brownfields will cover the entire cost for any of the environmental testing. There is no requirement for the City to contribute any funds. The Resolution is to cover the full \$2,800 cost that the City would incur.

6. Public Hearings

None.

7. General Business

7.1 Approval of RAC Expansion Term Sheet

Bruska presented a background on discussions with Rogers Youth Hockey Association (RYHA) about the potential for building a second sheet of ice. RYHA has proposed a significant contribution to the capital cost to build the second sheet of ice. This project is not currently in the City's short to medium term financial plans. Much of the discussion has centered around financial analysis, however that has consisted of estimates. In order to consider moving this project forward, the estimates need to be refined. This will be a costly process, but that is the next step that needs to be taken.

Bruska presented a Term Sheet which has been prepared to outline each party's commitments to the potential project. She stressed that document is not legally binding, and indicates the intent of the project and each party. Once the Term Sheet is approved and updated project costs are obtained, a Memorandum of Understanding could be prepared. She shared details on the obligations outlined in the Term Sheet:

- City Obligations:
 - Provide prepared land, including a parking lot
 - Own, operate and maintain the facility
 - Contribute \$1.5 million to the ice plant to service both sheets of ice (replacement will need to occur for the first sheet of ice whether or not the second sheet is built– maybe not to the magnitude of \$1.5 million)
 - Continue the current RAC levy of \$475,000 for the bond term (20 years)
 - Allows some operating income generated by second sheet of ice to fund capital costs above and beyond target operating income
 - Operating profits to be split with RYHA above the baseline target due to their large initial contribution towards the project
 - Contract for naming rights for entire facility, any proceeds related to the ice portion of the building will go to fund the second sheet of ice
 - Responsible for connecting the Turf Facility and RAC expansion
- RYHA obligations:
 - Initial cash contribution of \$3 million and annual contributions of \$300,000 for 20 years

- Provide funding for the RAC Expansion beyond what the City has agreed to in the Term Sheet. If costs come in above what the financial analysis states, or naming rights don't come in as estimated, RYHA is responsible for funding the gaps
- Provide the City with information that substantiates their financial commitments
- Deposit an escrow to fund design engineering costs

Bruska reviewed additional terms:

- The RAC expansion must be designed to a standard that matches (or exceeds) the operational efficiency and lifespan of the current ice arena
- The City and RYHA will form a committee to steer design activities
- The City will make the determination in its sole discretion, whether to move forward with the project or not
- The City will be responsible for retaining and contracting with all consultants and contractors in order to follow competitive bidding requirements
- Design development must be completed by the time the anticipated Turf Facility is under construction (anticipated fall, 2024)

Bruska noted two changes resulting from the Workshop held prior to tonight's Council meeting:

- Amendment to Item 5B on the Term Sheet, stating that the City and RYHA will jointly own the project plans
- Define in Exhibit B (Financial Analysis) what the total costs are (change from "construction" to "total", specifying design, construction, administration, and engineering.

Bruska invited questions, and Council commented on the amount of discussion and time it has taken to get to this point in the process.

Councilor Eiden moved, Councilor Jullie seconded a motion approving the RAC Expansion Term Sheet with changes as outlined. Motion carried 5-0.

7.2 Approve Hassan Hills Park Plan Amendment

Parks and Recreation Director Bauer shared a background on the Hassan Hills Park Plan, including the 2017 Parks, Open Space and Trail Plan, which was adopted in 2019. In 2021, staff were contacted by the Rogers High School Fast Pitch Coaches, and discussions began with the Rogers Otsego Softball Association and Rogers High School Fast Pitch Booster Club. That process resulted in a feasibility study through Anderson Engineering at a shared cost between the City, the Booster Club, the Youth Association and the School District. Through the study, topography and soil conditions were considered for the support of a softball field in that location.

Bauer shared arial views of the current conditions of the park and details on the plan, noting unique features and amenities. He explained that though not required, the Parks Commission chose to do

a mailing to the neighborhood, which included the draft plan and invited comments. Prior to the Parks and Recreation Advisory Commission meeting, 54 comments were received; including 24 from Rogers residents in favor of adding the park amenity and 2 against. Responses were also received from 28 non-residents (or no address was provided).

Bauer added that at the Parks Commission meeting, some issues were brought up which the City was not aware of; the main concern being traffic and parking. The City was not aware that teams playing against Rogers High School were dropping off and picking up in the cul-de-sac at the end of the block, and they have now been asked to stop doing so. The new plan makes the field closer to the Rogers High School parking lot, which will hopefully lessen the impact on the neighborhood. Funding scenarios are under review for turf options with all parties involved. This would be a public/public/private partnership, and this field would be designated as the Varsity field. Bauer noted that all comments received were included in the Council packet for Council to review.

Mayor Ihli stated that he read through the comments, and most were positive. Councilor Klick added that there were quite a few attendees at the Park Board meeting there were quite a few in favor of the plan. However, there was a group of neighborhood friends who raised concerns with garbage and traffic; which is typically evaluated when discussing parks. Councilor Klick asked Bauer to confirm that this is just being added to the park plan, but without a specified timeline. Bauer replied that there is currently not a timeline, however, by accepting this into the park plan, we can start looking at different funding scenarios.

Ihli asked if there is any idea of cost relative to design, and Bauer stated that cost would range based on the scope of the field. He noted that it could be built in phases, and could range from \$450,000 to \$2,000,000. Klick asked about the typical source for the City's portion of the funding, and Bauer replied that it would typically be Park Dedication dollars, which are paid by developers.

Councilor Eiden asked what type of turf is safest for the athletes. Bauer replied that the reason for looking at synthetic turf is increased playability and playing time. Unlike natural turf, it doesn't require recovery time and increases the number of games that can be played per day. Eiden asked if there are more injuries associated with artificial. Bauer stated that in professional leagues and adult players, more injuries are seen than with youth. He stated that he's not an expert, but there are many different types of synthetic turf, so outcomes may vary.

From the audience, resident Jim Kelley commented that he wants to know ahead of time what the cost to the average taxpayer will be. Bauer explained that that has not been determined yet, as there are ongoing discussions about fundraising among the groups involved. However, no General Fund dollars would be going toward this project. Administrator Stahmer added that the City would be utilizing Park Dedication funds, which are received from developers. Bauer explained that any public expenditures have to come back for Council approval. Councilor Eiden explained that when it comes time to execute a plan, it will come back to Council for discussion. Mr. Kelley expressed

concern over the frequency of Council approvals. Councilor Eiden explained that much of the pre-work and discussion on items takes place in workshops and budget meetings, so by the time they are presented at Council meetings, the kinks and details have been worked out so the items are acceptable to pass. People may have the perception that Council says yes to everything, but the reality is that things are passed only after all the work which goes into things ahead of time.

Mr. Kelley asked if there are items being turned down, and Councilors Klick and Eiden confirmed there are, and those discussions take place in workshops and budget meetings. Stahmer further explained that staff work on the initiatives that Council wants to pursue, under their direction. Staff does not work on items that Council doesn't want to do. That is why a 10-year Financial Management Plan and an annual budgeting process. Based on the outcome of those processes, staff works on items and initiatives which are identified as priorities. Eiden noted that when items are on an agenda for approval, it is not the first time Council has heard about them; a lot of discussion has already taken place by that point. The only items that make it to the agenda for approval are things that Council have plans for, the public is asking for, and there is a way to budget for and make it happen.

Mr. Kelley stated that along the way, he would like to know what kind of financial impact this is going to have, and he wants to hear it in a Council meeting, not in some closed meeting. Assistant Administrator Scharber clarified that the only closed meetings are held according to law, and she informed Mr. Kelley that the candidate filing period is open until Tuesday, June 4th if he wishes to be involved in all those meetings. Councilor Klick explained to Mr. Kelley that all details are included in the 2017 Park Plan, and a copy can be provided to him. Council has been identifying the top projects each year and moving them forward. When they come before Council, they've been discussed and included in a documented plan. These items are well documented and require Council approval.

Mr. Kelley commented on the cost of parks, and Councilor Eiden explained that is why the City has developers contributed dollars to the Park Dedication fund. The bulk of the funding for this type of project comes from those dollars; not on the backs of the residents. If this comes to an executable plan, it will all be on the table and discussed in these meetings. Funding sources are always reviewed, and in this example, it is a partnership between the School District, Rogers High School Booster Club, Rogers Otsego Softball Association and the City of Rogers. In both this case and the ice arena item which was discussed earlier, the folks who use it the most have some skin in the game.

Mr. Kelley stated that he would like to see a statement showing the cost to the Rogers taxpayer. Scharber reiterated that there is no taxpayer contribution when Park Dedication funds are used. Eiden added that Park Dedication funds don't affect the Levy, and Stahmer added nor could it be used for operating.

Mayor Ihli moved, Councilor Enga seconded a motion approving the Hassan Hills Park Plan Amendment. Motion carried 4-0, Eiden voting nay.

8. Other Business

None

9. Correspondence and Reports

10. Adjourn

Mayor Ihli adjourned the meeting at 7:52 p.m.

Respectfully submitted,

Stacie Brown
City Clerk



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: June 11, 2024

Agenda Item: No. 5.2

Subject: Approval of Bills and Claims

Prepared By: Bridget Bruska, Finance Director

Recommended City Council Action

Motion to approve bills and claims as presented.

Staff Recommendation

Motion to approve bills and claims as presented.

ATTACHMENTS:

Description

AP Cover Sheet

05-23-2024 Checks #92517-92522

05-23-2024 Checks #92523-92599

05-31-2024 Checks #92600-92643

May Purchasing Cards

CITY OF ROGERS
06.11.2024 CITY COUNCIL MEETING
OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAID

City Payroll Checks, Taxes & Misc Fees Paid

5/30/2024 ADP Child Support/Garnishment	124.62
5/30/2024 ADP Direct Deposits	232,158.34
5/30/2024 ADP Payroll Taxes	91,972.33
5/21/2024 Avesis (Employee Paid Supplemental Plan)	321.67
5/24/2024 Colonial Life (Employee Paid Supplemental Plan)	227.58
5/22/2024 Further FSA/DCAP - A. Duplic	1,560.00
5/28/2024 Group Health EAP Charges	147.00
5/31/2024 ICMA Deferred Compensation	2,346.14
5/24/2024 PERA	69,205.04
5/30/2024 PERA	64,533.57
5/31/2024 State of MN HCSP	3,391.58
6/3/2024 State of MN - Deferred Comp	11,603.65
6/4/2024 Standard Life Insurance - June	1,718.40
Payroll & Misc Fee Expenditures	<u>479,309.92</u>

City Checks & ACH Paid

5/23/2024 City Checks Paid (92517-92522)	363.01
5/23/2024 City Checks & ACH Paid (92523-92599)	340,420.18
5/31/2024 City Checks & ACH Paid (92600-92643)	251,351.09
City Check & ACH Expenditures	<u>592,134.28</u>

City Misc ACH/Wires Paid

6/3/2024 Credit Card Fees City	15,308.32
6/3/2024 Civic Pay Fees Utility Billing	3,833.17
5/28/2024 WT - Bond Trust Services -2012A Bond Payment	6,446.25
5/17/2024 US Bank Credit Cards - May	52,863.02
6/3/2024 Finnly Sports Payments Credit Card Fees RAC	541.21
6/4/2024 Payment Services Network Processing Fees	392.05
6/4/2024 Deluxe for Business Check Order	1,050.80
5/21/2024 MNDOR - City Sales Tax	4,046.00
City ACH/Wire Expenditures	<u>84,480.82</u>

City Total To Be Approved

1,155,925.02

Liquor Check Expenditures

0.00

Liquor Misc ACH/Wires Paid

6/3/2024 Credit Card Processing Fees - Muni	693.22
6/3/2024 Credit Card Processing Fees - RWAS	6,428.34
6/3/2024 Credit Card Processing Fees - RWAS	537.74
6/3/2024 Credit Card Interchange Fees- RWAS	127.05
5/21/2024 MNDOR - Liquor Sales Tax	40,551.00
Liquor ACH/Wire Expenditures	<u>48,337.35</u>

Liquor Total to Be Approved

48,337.35

Accounts Payable

Computer Check Proof List by Vendor

User: gpudas
Printed: 05/23/2024 - 9:38AM
Batch: 00004.05.2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: UB*00294	Carleigh/Mario D'Uva/Bryant			Check Sequence: 1	ACH Enabled: False
	Refund Check 009633-000, 22855 Orchid Ave	71.18	05/23/2024	601-000-0000-20200-0000	
	Check Total:	71.18			
Vendor: UB*00292	Sam/Amber Halverson			Check Sequence: 2	ACH Enabled: False
	Refund Check 009098-000, 20462 Gadwall Ln	79.37	05/23/2024	601-000-0000-20200-0000	
	Check Total:	79.37			
Vendor: UB*00291	Timothy Karsjens			Check Sequence: 3	ACH Enabled: False
	Refund Check 003109-000, 22761 Claire Ct	27.19	05/23/2024	601-000-0000-20200-0000	
	Check Total:	27.19			
Vendor: UB*00293	Angela Klein			Check Sequence: 4	ACH Enabled: False
	Refund Check 009699-000, 19537 Millpond Wa	87.75	05/23/2024	601-000-0000-20200-0000	
	Check Total:	87.75			
Vendor: UB*00290	Ed Klenotich			Check Sequence: 5	ACH Enabled: False
	Refund Check 003909-000, 22920 Marie Ave	22.57	05/23/2024	601-000-0000-20200-0000	
	Check Total:	22.57			
Vendor: UB*00295	Doug Sherf			Check Sequence: 6	ACH Enabled: False
	Refund Check 010475-000, 20788 124th Ave N	74.95	05/23/2024	601-000-0000-20200-0000	
	Check Total:	74.95			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Total for Check Run:	363.01			
	Total of Number of Checks:	6			

Accounts Payable

Computer Check Proof List by Vendor

User: gpudas
Printed: 05/23/2024 - 11:06AM
Batch: 00005.05.2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: abdei	Abdo			Check Sequence: 1	ACH Enabled: True
489637	2023 Audit Services - Progress Payment	2,312.00	05/24/2024	100-410-1520-43010-0000	
489637	2023 Audit Services - Progress Payment	462.40	05/24/2024	601-494-9440-43010-0000	
489637	2023 Audit Services - Progress Payment	462.40	05/24/2024	603-496-9495-43010-0000	
489637	2023 Audit Services - Progress Payment	462.40	05/24/2024	602-495-9490-43010-0000	
489637	2023 Audit Services - Progress Payment	462.40	05/24/2024	609-497-9760-43010-0000	
489637	2023 Audit Services - Progress Payment	462.40	05/24/2024	609-497-9770-43010-0000	
	Check Total:	4,624.00			
Vendor: acrst	Across the Street Productions			Check Sequence: 2	ACH Enabled: False
25488	Blue Card-Hoffman Hudson Rohwer Lerol	1,463.00	05/24/2024	207-420-2210-44360-0000	
	Check Total:	1,463.00			
Vendor: actfl	Action Fleet, Inc.			Check Sequence: 3	ACH Enabled: False
I6935	Squad Build 6832 - Tear Out Of 6882	610.00	05/24/2024	400-420-2100-45500-0000	
I6961	Squad Build 6832	600.00	05/24/2024	400-420-2100-45500-0000	
	Check Total:	1,210.00			
Vendor: AFLAC	AFLAC			Check Sequence: 4	ACH Enabled: False
001972	EE Paid Insurance Premiums May 2024	1,319.06	05/24/2024	100-000-0000-21751-0000	
	Check Total:	1,319.06			
Vendor: ancso	Anchor Solar Investments, LLC			Check Sequence: 5	ACH Enabled: True
City Hall 20 #2	PW Solar PPA - June	135.55	05/24/2024	100-430-3000-43810-0000	
City Hall 20 #2	City Hall Solar PPA - June	58.10	05/24/2024	100-410-1940-43810-0000	
City Hall PW 20	City Hall Solar PPA - June	57.04	05/24/2024	100-410-1940-43810-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
City Hall PW 20	PW Solar PPA - June	133.10	05/24/2024	100-430-3000-43810-0000	
N. Comm. Park 3	NCP Solar PPA - June	395.42	05/24/2024	100-450-5200-43810-0000	
PD 20	PD Solar PPA - June	190.14	05/24/2024	100-420-2100-43810-0000	
PD 20 #2	PD Solar PPA - June	193.65	05/24/2024	100-420-2100-43810-0000	
RAC 20	RAC Solar PPA - June	190.14	05/24/2024	205-450-5205-43810-0000	
RAC 20 #2	RAC Solar PPA - June	193.65	05/24/2024	205-450-5205-43810-0000	
	Check Total:	1,546.79			
Vendor: andal	Allison Anderson			Check Sequence: 6	ACH Enabled: False
424470	Damage Deposit Refund	500.00	05/24/2024	100-000-0000-22000-0000	
	Check Total:	500.00			
Vendor: apogl	Apollo Glass			Check Sequence: 7	ACH Enabled: False
A0082996	SQ1-Windshield Repair	75.00	05/24/2024	100-420-2210-44040-0000	
	Check Total:	75.00			
Vendor: aspmi	Aspen Mills			Check Sequence: 8	ACH Enabled: False
325744	Pants X3-FLT	174.00	05/24/2024	100-420-2210-42180-0000	
332889	Polo Shirts-Chief 1	239.35	05/24/2024	100-420-2210-42180-0000	
332958	Boots-Hagen	139.99	05/24/2024	100-420-2210-42180-0000	
	Check Total:	553.34			
Vendor: belco	Bellboy Corporation			Check Sequence: 9	ACH Enabled: True
0108350800	Pickles	37.25	05/24/2024	609-497-9760-42550-0000	
0108350800	Mix	133.53	05/24/2024	609-497-9760-42540-0000	
0203571600	Liquor	69.68	05/24/2024	609-497-9760-42510-0000	
0203571600	THC	682.66	05/24/2024	609-497-9760-42535-0000	
	Check Total:	923.12			
Vendor: berje	Nancy Berning			Check Sequence: 10	ACH Enabled: False
424525	Damage Deposit Refund	500.00	05/24/2024	100-000-0000-22000-0000	
	Check Total:	500.00			
Vendor: bolme	Bolton & Menk Inc			Check Sequence: 11	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
0335835	2024 Topographic Survey & Signal Rehabilitation	6,974.00	05/24/2024	401-430-3121-43030-2401	
0335955	Rogers/129th Ave Reconstruction Phase 2	1,926.00	05/24/2024	402-430-3121-43030-2403	
	Check Total:	8,900.00			
Vendor: Wirbe	BreakThru Beverage Minnesota			Check Sequence: 12	ACH Enabled: False
115817923	Mix	159.44	05/24/2024	609-497-9760-42540-0000	
115817923	Liquor	669.98	05/24/2024	609-497-9760-42510-0000	
115817923	Wine	392.70	05/24/2024	609-497-9760-42530-0000	
	Check Total:	1,222.12			
Vendor: capbe	Capitol Beverage			Check Sequence: 13	ACH Enabled: True
2984442	Beer Credit	-36.48	05/24/2024	609-497-9760-42520-0000	
2984478	Mix/NA	165.85	05/24/2024	609-497-9760-42540-0000	
2984478	Beer	4,414.55	05/24/2024	609-497-9760-42520-0000	
2984478	Liquor	375.05	05/24/2024	609-497-9760-42510-0000	
2986128	Beer	146.00	05/24/2024	609-497-9760-42520-0000	
	Check Total:	5,064.97			
Vendor: cdwgo	CDW Government			Check Sequence: 14	ACH Enabled: False
RD67626	7434078 JABRA EVOLVE2 55 LINK380A UC	215.10	05/24/2024	100-410-1950-42010-0000	
RF25842	Muni-Router	605.65	05/24/2024	609-497-9770-43250-0000	
RG63908	Equip Wifi Upgrade-St 1	1,275.92	05/24/2024	100-420-2210-42010-0000	
	Check Total:	2,096.67			
Vendor: berbe	Chas. A. Bernick, Inc.			Check Sequence: 15	ACH Enabled: False
10218815	THC	156.00	05/24/2024	609-497-9760-42535-0000	
10218817	Beer Credit	-9.96	05/24/2024	609-497-9760-42520-0000	
	Check Total:	146.04			
Vendor: cinco	Cintas Corporation			Check Sequence: 16	ACH Enabled: True
4192703169	Muni Mats 5/15/24	76.15	05/24/2024	609-497-9770-43100-0000	
	Check Total:	76.15			
Vendor: cit	Computer Integration Technologies Inc			Check Sequence: 17	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
375357	DNS Filter June	313.75	05/24/2024	100-410-1330-43190-0000	
375358	Endpoint Detection Monthly Service June	414.00	05/24/2024	100-410-1330-43190-0000	
	Check Total:	727.75			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 18	ACH Enabled: True
2182307	NA	59.00	05/24/2024	609-497-9760-42540-0000	
2182307	THC	88.50	05/24/2024	609-497-9760-42535-0000	
2182307	Beer	13,875.15	05/24/2024	609-497-9760-42520-0000	
2182307	Liquor	11,008.00	05/24/2024	609-497-9760-42510-0000	
2185566	Liquor	222.00	05/24/2024	609-497-9760-42510-0000	
2185566	NA/Pop	267.00	05/24/2024	609-497-9760-42540-0000	
2185566	Beer	2,627.05	05/24/2024	609-497-9760-42520-0000	
2187272	Muni Bar Liquor	106.60	05/24/2024	609-497-9770-42510-0000	
2187272	Muni Bar Beer	530.90	05/24/2024	609-497-9770-42520-0000	
2187775	THC	360.00	05/24/2024	609-497-9760-42535-0000	
2187775	Beer	10,703.20	05/24/2024	609-497-9760-42520-0000	
2187775	Liquor	674.50	05/24/2024	609-497-9760-42510-0000	
2187775	NA	108.00	05/24/2024	609-497-9760-42540-0000	
	Check Total:	40,629.90			
Vendor: danman	Dangerous Man Brewing			Check Sequence: 19	ACH Enabled: True
IN-3718	Beer	292.00	05/24/2024	609-497-9760-42520-0000	
IN-3718	THC	210.00	05/24/2024	609-497-9760-42535-0000	
	Check Total:	502.00			
Vendor: decsa	Decimet Sales, Inc.			Check Sequence: 20	ACH Enabled: False
225451	Tool Holder For Truck	173.00	05/24/2024	601-494-9440-42103-0000	
225451	Tool Holder For Truck	173.00	05/24/2024	602-495-9490-42103-0000	
	Check Total:	346.00			
Vendor: delde	Delta Dental of Minnesota			Check Sequence: 21	ACH Enabled: False
CNS0001550851	June EE Paid Dental Insurance	3,987.10	05/24/2024	100-000-0000-21707-0000	
	Check Total:	3,987.10			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: depem CDAP140020HFY15	Department of Employment & Economic Development DEED MIF Loan Repayment Advanced Ext - 05	3,636.96	05/24/2024	Check Sequence: 22 200-465-6500-44600-0000	ACH Enabled: False
	Check Total:	3,636.96			
Vendor: worman 25664	DEX Sustainables Inc THC	501.10	05/24/2024	Check Sequence: 23 609-497-9760-42535-0000	ACH Enabled: False
	Check Total:	501.10			
Vendor: dilkay 424410	Kayla Dille Damage Deposit Refund	500.00	05/24/2024	Check Sequence: 24 100-000-0000-22000-0000	ACH Enabled: False
	Check Total:	500.00			
Vendor: drysu 424365	Drywall Supply, Inc. Damage Deposit Refund	300.00	05/24/2024	Check Sequence: 25 100-000-0000-22000-0000	ACH Enabled: False
	Check Total:	300.00			
Vendor: ecsi 19932*01	ECSI System Integrators Low Voltage-New St 2	25,335.00	05/24/2024	Check Sequence: 26 449-420-2210-45200-2209	ACH Enabled: False
	Check Total:	25,335.00			
Vendor: ehlas 97655	Ehlers & Associates Inc Arbitrage Report 2012A Bonds	-3,750.00	05/24/2024	Check Sequence: 27 601-493-9360-39200-0000	ACH Enabled: False
97655	Arbitrage Report 2012A Bonds	3,750.00	05/24/2024	407-493-9360-47200-0000	
97655	Arbitrage Report 2012A Bonds	3,750.00	05/24/2024	601-000-0000-10100-0000	
97655	Arbitrage Report 2012A Bonds	3,750.00	05/24/2024	601-494-9440-46200-0000	
97655	Arbitrage Report 2012A Bonds	-3,750.00	05/24/2024	407-000-0000-10100-0000	
97656	2023 TIF Income Monitoring TIF #14	142.50	05/24/2024	460-463-6300-43140-0000	
	Check Total:	3,892.50			
Vendor: facmo 128-Z15841	Elliot Auto Supply Co, Inc. BATTERY CCA800 RC170 - #35-039	136.13	05/24/2024	Check Sequence: 28 100-410-1950-42103-0000	ACH Enabled: False
	Check Total:	136.13			
Vendor: ericje	Jenny Erickson			Check Sequence: 29	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
424447	Damage Deposit Refund	300.00	05/24/2024	100-000-0000-22000-0000	
	Check Total:	300.00			
Vendor: feren	Ferguson Enterprises #1657			Check Sequence: 30	ACH Enabled: False
0531758	PFMVT38 TSTAT MIX VLV 3/8- 2 OUTLET	77.44	05/24/2024	100-410-1941-42102-0000	
	Check Total:	77.44			
Vendor: finwa	Finken Water Centers			Check Sequence: 31	ACH Enabled: True
17815TN	Water-FD May	17.45	05/24/2024	100-420-2210-43820-0000	
	Check Total:	17.45			
Vendor: graky	Kyler Grandlund			Check Sequence: 32	ACH Enabled: False
55521	Boot Reimbursement-Grandlund	130.00	05/24/2024	100-420-2210-42180-0000	
	Check Total:	130.00			
Vendor: grelaco	Great Lakes Coca Cola			Check Sequence: 33	ACH Enabled: False
41307908025	Mix	938.08	05/24/2024	609-497-9760-42540-0000	
	Check Total:	938.08			
Vendor: guape	Guardian Pest Solutions, Inc.			Check Sequence: 34	ACH Enabled: False
2570272	Commercial Pest Control May	16.20	05/24/2024	100-410-1940-43140-0000	
2570272	Commercial Pest Control May	37.80	05/24/2024	100-430-3000-43140-0000	
2570558	Commercial Pest Control - PD - May	54.00	05/24/2024	100-420-2100-43140-0000	
	Check Total:	108.00			
Vendor: gutch	Chris Guttormson			Check Sequence: 35	ACH Enabled: False
424530	Damage Deposit Refund	500.00	05/24/2024	100-000-0000-22000-0000	
	Check Total:	500.00			
Vendor: hassa	Hassan Sand & Gravel, Inc.			Check Sequence: 36	ACH Enabled: True
175714	PULVERIZED & SCREENED TOPSOIL	79.00	05/24/2024	100-450-5200-42100-0000	
175714	PULVERIZED & SCREENED TOPSOIL-Richa	395.00	05/24/2024	603-496-9495-44055-0000	
175897	PULVERIZED & SCREENED TOPSOIL	395.00	05/24/2024	603-496-9495-44055-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	869.00			
Vendor: hawch	Hawkins Inc.			Check Sequence: 37	ACH Enabled: False
6757497	Chlorine Cylinders	60.00	05/24/2024	601-494-9440-42160-0000	
	Check Total:	60.00			
Vendor: hencosh	Hennepin County Accounts Receivable			Check Sequence: 38	ACH Enabled: False
05/02/2024	Radio Fleet Fee-April '24	4,543.97	05/24/2024	100-420-2210-43250-0000	
1000225310	Embedded Social Worker 01/01/2024-03/31/2024	3,029.50	05/24/2024	100-420-2100-43100-0000	
1000226979	HC Jail Room And Board - April	196.00	05/24/2024	100-420-2100-43100-0000	
	Check Total:	7,769.47			
Vendor: innof	Innovative Office Solutions LLC			Check Sequence: 39	ACH Enabled: False
IN4545154	Napkins & Paper Towels	254.60	05/24/2024	100-420-2100-42100-0000	
SCN-126863	Credit Memo - For Sales Tax Adjustment	-81.44	05/24/2024	100-420-2100-42100-0000	
	Check Total:	173.16			
Vendor: jeffi	Jefferson Fire & Safety, Inc.			Check Sequence: 40	ACH Enabled: False
IN314534	Rope- 950'	1,224.49	05/24/2024	207-420-2210-42105-0000	
	Check Total:	1,224.49			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 41	ACH Enabled: False
2540017	Liquor	2,170.70	05/24/2024	609-497-9760-42510-0000	
2540018	Liquor	4,098.76	05/24/2024	609-497-9760-42510-0000	
2540019	Wine	873.01	05/24/2024	609-497-9760-42530-0000	
3680961	THC	922.60	05/24/2024	609-497-9760-42535-0000	
6782967	Liquor	1,639.25	05/24/2024	609-497-9760-42510-0000	
	Check Total:	9,704.32			
Vendor: shagr	Kelbro Company			Check Sequence: 42	ACH Enabled: False
30169286	Ice	40.18	05/24/2024	609-497-9760-42570-0000	
3020772	Muni-Gas Tank Rental	71.65	05/24/2024	609-497-9770-44100-0000	
3020872	Ice	134.50	05/24/2024	609-497-9760-42570-0000	
3021169	Ice	83.68	05/24/2024	609-497-9760-42570-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	330.01			
Vendor: kengr	Kennedy & Graven, Chartered			Check Sequence: 43	ACH Enabled: False
RG135-00001	General Municipal Matters April 2024	1,500.25	05/24/2024	100-410-1325-43040-0000	
RG135-00002	General Real Estate Matters April 2024	277.50	05/24/2024	100-410-1325-43040-0000	
RG135-00011	Police Department Matter April 2024	185.00	05/24/2024	100-420-2100-43040-0000	
RG135-00020	Duffy Development April 2024	277.50	05/24/2024	203-410-1325-43040-8150	
RG135-00088	Hardees Plat April 2024	212.50	05/24/2024	203-410-1325-43040-0000	
RG135-00095	City Sale To Northstar Brewing April 2024	580.00	05/24/2024	408-430-3330-43040-0000	
RG135-00096	2024 City Council Meetings April 2024	925.00	05/24/2024	100-410-1325-43040-0000	
RG135-00098	General Financial April 2024	600.00	05/24/2024	100-410-1325-43040-0000	
RG135-00102	Acquisition Of 12708 Main Street April 2024	720.00	05/24/2024	404-450-5200-43040-0000	
RG135-00103	Aster Mill Third Addition April 2024	666.00	05/24/2024	100-410-1325-43040-8150	
RG135-00105	Big Woods Crossing 2nd Addition April 2024	846.00	05/24/2024	100-410-1325-43040-8150	
RG135-00106	Garbage Haulers Matter April 2024	400.00	05/24/2024	100-410-1325-43040-0000	
RG135-00107	Harvest View Second Addition April 2024	744.00	05/24/2024	100-410-1325-43040-8150	
	Check Total:	7,933.75			
Vendor: konin	KONE Inc			Check Sequence: 44	ACH Enabled: False
871345382	PD Elevator Maintenance May	150.07	05/24/2024	100-420-2100-44010-0000	
	Check Total:	150.07			
Vendor: lakre	Lake Restoration, Inc.			Check Sequence: 45	ACH Enabled: False
INV048465	POND TREATMENT: Treated On May 7	370.00	05/24/2024	603-496-9495-43100-0000	
	Check Total:	370.00			
Vendor: lanty	Tyler Langheinz			Check Sequence: 46	ACH Enabled: False
424361	Damage Deposit Refund	100.00	05/24/2024	100-000-0000-22000-0000	
	Check Total:	100.00			
Vendor: lenfa	Lennar Family of Builders			Check Sequence: 47	ACH Enabled: False
RNC24-000140	Canceled Permit - Refund Of Building Permit Fe	3,116.15	05/24/2024	100-420-2400-32210-0000	
	Check Total:	3,116.15			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 424337	lafma Isaac Loch Damage Deposit Refund	500.00	05/24/2024	Check Sequence: 48 100-000-0000-22000-0000	ACH Enabled: False
	Check Total:	500.00			
Vendor: 3498989	lubte Lubrication Technologies, Inc. Mobil Delvac 1300 Super 15W-40 Bulk Gallons	1,656.56	05/24/2024	Check Sequence: 49 100-000-0000-14150-0000	ACH Enabled: False
	Check Total:	1,656.56			
Vendor: 0029671487	mattri Matheson Tri-Gas Inc Medical Oxygen	421.84	05/24/2024	Check Sequence: 50 100-420-2100-42170-0000	ACH Enabled: False
	Check Total:	421.84			
Vendor: 31593	menar Menards, Inc. 24" LONG PRY BAR	9.99	05/24/2024	Check Sequence: 51 100-430-3120-42105-0000	ACH Enabled: False
31593	2X6-8' STUD/#2&BTR SPF	9.84	05/24/2024	100-430-3120-42240-0000	
31593	2" BLK/WHT NUMBER KIT	1.98	05/24/2024	100-430-3120-42240-0000	
31650	Tools For Truck	10.47	05/24/2024	602-495-9490-42105-0000	
31650	Supplies	105.24	05/24/2024	602-495-9490-42100-0000	
31650	Supplies	105.24	05/24/2024	601-494-9440-42100-0000	
31650	Tools For Truck	10.47	05/24/2024	601-494-9440-42105-0000	
31722	DUPLEX WALL PLATE WH	0.30	05/24/2024	100-420-2210-42102-0000	
31722	WH METAL STANDARD BOX	10.21	05/24/2024	100-420-2210-42102-0000	
31722	WT METAL 10' WIRE CHANNEL	14.28	05/24/2024	100-420-2210-42102-0000	
31722	15A COMM DUPLEX -LA	2.41	05/24/2024	100-420-2210-42102-0000	
31722	WH 1G BLANK PLATE	0.64	05/24/2024	100-420-2210-42102-0000	
31722	WT METAL INSIDE ELBOW	5.48	05/24/2024	100-420-2210-42102-0000	
31722	WT METAL FLAT ELBOW	11.56	05/24/2024	100-420-2210-42102-0000	
31723	WT METAL 10' WIRE CHANNEL FOR TV	14.28	05/24/2024	100-420-2210-42102-0000	
31729	Supplies For Truck	118.11	05/24/2024	100-450-5200-42100-0000	
31729	Tool For Truck	84.66	05/24/2024	100-450-5200-42105-0000	
	Check Total:	515.16			
Vendor: 424464	merma Melissa Merges Damage Deposit Refund	500.00	05/24/2024	Check Sequence: 52 100-000-0000-22000-0000	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	500.00			
Vendor: midla	Midwest Landscapes			Check Sequence: 53	ACH Enabled: False
8473	Mammoth Red Chrysanthemum #2	62.00	05/24/2024	100-410-1941-42102-0000	
8473	Mandarin Lights Azalea #2	90.21	05/24/2024	100-410-1941-42102-0000	
8473	Dazzleberry Sedum #1	75.66	05/24/2024	100-410-1941-42102-0000	
8473	Flamingo Willow #5	94.87	05/24/2024	100-410-1941-42102-0000	
8473	Sugar & Spice Tiarella #1	32.20	05/24/2024	100-410-1941-42102-0000	
8473	Englemann Ivy #1	39.20	05/24/2024	100-450-5200-42110-0000	
8473	Yellow Evening Primrose #1	81.50	05/24/2024	100-450-5200-42110-0000	
8473	Autumn Revolution Bittersweet #2	52.20	05/24/2024	100-450-5200-42110-0000	
8473	Purpleicious Veronica #1	58.80	05/24/2024	100-410-1941-42102-0000	
	Check Total:	586.64			
Vendor: milmic	Michael Milless			Check Sequence: 54	ACH Enabled: False
424513	Damage Deposit Refund	500.00	05/24/2024	100-000-0000-22000-0000	
	Check Total:	500.00			
Vendor: minch	Minn. Chiefs of Police Assoc.			Check Sequence: 55	ACH Enabled: False
15804	Lodging - Leadership Training - Officer Tushar	65.00	05/24/2024	100-420-2100-44360-0000	
	Check Total:	65.00			
Vendor: mnkin	Minnesota Kindergarten Assoc			Check Sequence: 56	ACH Enabled: False
424335	Damage Deposit Refund	300.00	05/24/2024	100-000-0000-22000-0000	
	Check Total:	300.00			
Vendor: gssc	My Alarm Center			Check Sequence: 57	ACH Enabled: False
18906334	RWAS Alarm June	47.39	05/24/2024	609-497-9760-43100-0000	
	Check Total:	47.39			
Vendor: norto	Northern Tool & Equipment			Check Sequence: 58	ACH Enabled: False
540503135242120	332409-VACUUM V18 (TOOL ONLY) & BAT	179.00	05/24/2024	601-494-9440-42105-0000	
	Check Total:	179.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: omabr 17795*	Omann Brothers Inc. SPWEA240B	175.56	05/24/2024	Check Sequence: 59 100-430-3120-42240-0000	ACH Enabled: False
	Check Total:	175.56			
Vendor: pauso 236692	Paustis & Sons Liquor	691.00	05/24/2024	Check Sequence: 60 609-497-9760-42510-0000	ACH Enabled: True
236692	Wine	915.75	05/24/2024	609-497-9760-42530-0000	
236804	Liquor	442.00	05/24/2024	609-497-9760-42510-0000	
	Check Total:	2,048.75			
Vendor: pitbosu 1025342661	Pitney Bowes Ink For Postage Machine	91.29	05/24/2024	Check Sequence: 61 100-420-2100-42010-0000	ACH Enabled: False
	Check Total:	91.29			
Vendor: rater 424491	Erin Rathburn Damage Deposit Refund	500.00	05/24/2024	Check Sequence: 62 100-000-0000-22000-0000	ACH Enabled: False
	Check Total:	500.00			
Vendor: reawa 2216443	Ready Watt Electric 2024 Siren Maintenance	6,350.00	05/24/2024	Check Sequence: 63 100-420-2500-44040-0000	ACH Enabled: False
	Check Total:	6,350.00			
Vendor: repse 0899-004469102	Republic Services #899 Refuse-CR April '24	376.57	05/24/2024	Check Sequence: 64 100-410-1941-43840-0000	ACH Enabled: False
0899-004469102	Refuse-FD April '24	41.84	05/24/2024	100-420-2210-43840-0000	
	Check Total:	418.41			
Vendor: revgy 424370	Revolution Gymnastics Club LLC Damage Deposit Rerund	100.00	05/24/2024	Check Sequence: 65 100-000-0000-22000-0000	ACH Enabled: False
	Check Total:	100.00			
Vendor: rinsy 100220	Rink Systems, Inc Hockey Boards And Installation	90,000.00	05/24/2024	Check Sequence: 66 410-450-5200-45300-2104	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	90,000.00			
Vendor: emele 1360	Rise Right LLC THC	495.00	05/24/2024	Check Sequence: 67 609-497-9760-42535-0000	ACH Enabled: False
	Check Total:	495.00			
Vendor: rogch 424501	Rogers Cheer Booster Club Damage Deposit Refund	100.00	05/24/2024	Check Sequence: 68 100-410-1941-36222-0000	ACH Enabled: False
424501	Damage Deposit Refund	200.00	05/24/2024	100-000-0000-22000-0000	
	Check Total:	300.00			
Vendor: rogda 424486	Rogers Dance Team Damage Deposit Refund	300.00	05/24/2024	Check Sequence: 69 100-000-0000-22000-0000	ACH Enabled: False
	Check Total:	300.00			
Vendor: rogot 424518	Rogers Otsego Softball Assoc Damage Deposit Refund	300.00	05/24/2024	Check Sequence: 70 100-000-0000-22000-0000	ACH Enabled: False
	Check Total:	300.00			
Vendor: rogtr 27828	Rogers True Value Hardware Inc Bolts-T11	21.89	05/24/2024	Check Sequence: 71 100-420-2210-44040-0000	ACH Enabled: False
27843	3.5" BLK Corn Braces & Hardware	51.75	05/24/2024	601-494-9440-42104-0000	
27876	32OZ THE WORKS BOWL CLNR	19.16	05/24/2024	601-494-9440-42160-0000	
27876	MP 1/3HP Sump Pump-Triplex	159.99	05/24/2024	100-410-1940-42102-0000	
27890	GT Carb STL Cultivator	8.49	05/24/2024	100-450-5200-42110-0000	
27890	Ergo Transplanter	24.98	05/24/2024	100-450-5200-42110-0000	
27890	GT MD Carb STL Trowel	8.49	05/24/2024	100-450-5200-42110-0000	
	Check Total:	294.75			
Vendor: souwi 2480334	Southern Glazers Wine & Spirits of Minnesota Liquor	1,532.99	05/24/2024	Check Sequence: 72 609-497-9760-42510-0000	ACH Enabled: False
2480335	Wine	566.73	05/24/2024	609-497-9760-42530-0000	
	Check Total:	2,099.72			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: stich 424384	Christianna Stinar Damage Deposit Refund	300.00	05/24/2024	Check Sequence: 73 100-000-0000-22000-0000	ACH Enabled: False
	Check Total:	300.00			
Vendor: strei I1698616	Streicher's Inc. Uniforms - Beck	232.98	05/24/2024	Check Sequence: 74 100-420-2100-42180-0000	ACH Enabled: False
I1699044	2024 Officer Wellness Allowance - Wilhoite	76.80	05/24/2024	207-420-2100-42105-0000	
I1699046	2024 Officer Wellness Allowance - Wegner	64.99	05/24/2024	207-420-2100-42105-0000	
I1699734	2024 Officer Wellness - Salazar	439.85	05/24/2024	207-420-2100-42105-0000	
I1699765	2024 Officer Wellness Allowance - Wilhoite	51.99	05/24/2024	207-420-2100-42105-0000	
I1700180	2024 Officer Wellness Allowance - Higgins	755.89	05/24/2024	207-420-2100-42105-0000	
	Check Total:	1,622.50			
Vendor: carbu 111227	Tegrete Muni Cleaning May	1,533.75	05/24/2024	Check Sequence: 75 609-497-9770-44060-0000	ACH Enabled: True
	Check Total:	1,533.75			
Vendor: terge Pay App #5 Pay App #5	Terra General Contractors, LLC Pay App #5 Const. Services - Material Pay App #5 Const. Serv. - Labor	6,532.33 49,357.34	05/24/2024 05/24/2024	Check Sequence: 76 410-450-5200-45300-2104 410-450-5200-45300-2104	ACH Enabled: True
	Check Total:	55,889.67			
Vendor: onene D-504220 D-504323 D-504337	theipguys.net LLC Muni Internet June RWAS Internet June Monthly Fiber Data 8X8 And Analog Services Ji	162.64 162.64 931.74	05/24/2024 05/24/2024 05/24/2024	Check Sequence: 77 609-497-9770-43250-0000 609-497-9760-43250-0000 100-410-1330-43250-0000	ACH Enabled: False
	Check Total:	1,257.02			
Vendor: verwi 9963272340 9963272341	Verizon Wireless Services, LLC PD April Cell Phone Bill Verizon FD-April '24	1,545.44 570.16	05/24/2024 05/24/2024	Check Sequence: 78 100-420-2100-43250-0000 100-420-2210-43210-0000	ACH Enabled: False
	Check Total:	2,115.60			
Vendor: grain	W.W. Grainger, Inc.			Check Sequence: 79	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
9116895963	2W232 PLEATED AIR FILTER20X20X2MERV	62.40	05/24/2024	609-497-9770-42102-0000	
9117449273	10L485 ICE MACHINE SANITIZER16 OZ.CL	365.28	05/24/2024	100-410-1940-42102-0000	
	Check Total:	427.68			
Vendor: webal 13598-17056	Webaloo LLC Communications Consultant 5/13/24 - 5/17/24	162.50	05/24/2024	Check Sequence: 80 100-410-1325-43100-0000	ACH Enabled: False
	Check Total:	162.50			
Vendor: weiko 424373	Kodey Weis Damage Deposit Refund	500.00	05/24/2024	Check Sequence: 81 100-000-0000-22000-0000	ACH Enabled: False
	Check Total:	500.00			
Vendor: browh 50026639668	White Cap 208GG836 36" MAGNESIUM ASPHALT LUTI	216.45	05/24/2024	Check Sequence: 82 100-430-3120-42105-0000	ACH Enabled: False
	Check Total:	216.45			
Vendor: wooco 100	Cory Woodford Muni Set Cornhole Boards (2)	190.00	05/24/2024	Check Sequence: 83 609-497-9770-42100-0000	ACH Enabled: False
	Check Total:	190.00			
Vendor: xcele 51-6488907-4	Xcel Energy TOWERS & WELLS ELECTRIC SERVICE Ap	14,812.26	05/24/2024	Check Sequence: 84 601-494-9440-43810-0000	ACH Enabled: False
	Check Total:	14,812.26			
Vendor: xcele 51-0014793540-9	Xcel Energy 13009 MAIN ST ELECTRIC April	35.36	05/24/2024	Check Sequence: 85 100-410-1940-43810-0000	ACH Enabled: False
	Check Total:	35.36			
Vendor: xcele 51-4145018-0	Xcel Energy RWAS Electric April	2,528.43	05/24/2024	Check Sequence: 86 609-497-9760-43810-0000	ACH Enabled: False
	Check Total:	2,528.43			
Vendor: xcele 51-0014747051-0	Xcel Energy Hardee's Bldg. Electric April	352.48	05/24/2024	Check Sequence: 87 100-410-1940-43810-0000	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	352.48			
Vendor: xcele	Xcel Energy			Check Sequence: 88	ACH Enabled: False
51-6488910-9	Public Works-22350 S. Diamond Lk. Rd April	203.14	05/24/2024	100-430-3000-43810-0000	
51-6488910-9	City Hall-22350 S. Diamond Lk. Rd April	87.06	05/24/2024	100-410-1940-43810-0000	
	Check Total:	290.20			
Vendor: xcele	Xcel Energy			Check Sequence: 89	ACH Enabled: False
51-6488909-6	Parks Electric April	1,256.30	05/24/2024	100-450-5200-43810-0000	
	Check Total:	1,256.30			
Vendor: xcele	Xcel Energy			Check Sequence: 90	ACH Enabled: False
51-6752987-1	Muni Electric April	890.91	05/24/2024	609-497-9770-43810-0000	
	Check Total:	890.91			
Vendor: xcele	Xcel Energy			Check Sequence: 91	ACH Enabled: False
51-6488908-5	LIFTSTATIONS April	2,078.96	05/24/2024	602-495-9490-43810-0000	
	Check Total:	2,078.96			
Vendor: yalme	Yale Mechanical, LLC			Check Sequence: 92	ACH Enabled: True
256805	Fix/Replace Walk In Cooler	628.95	05/24/2024	609-497-9760-44010-0000	
	Check Total:	628.95			
	Total for Check Run:	340,420.18			
	Total of Number of Checks:	92			

Accounts Payable

Computer Check Proof List by Vendor

User: gpudas
Printed: 05/31/2024 - 10:33AM
Batch: 00006.05.2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: adain 3906836	Adam's Pest Control Inc Pest Control - 5/21/24	75.00	05/31/2024	Check Sequence: 1 205-450-5205-43100-0000	ACH Enabled: True
	Check Total:	75.00			
Vendor: aspmi 332571	Aspen Mills Uniform Body Armor Vest - Foster	988.95	05/31/2024	Check Sequence: 2 100-420-2100-42180-0000	ACH Enabled: False
332892	Uniforms - New CSO Wilson	1,714.71	05/31/2024	100-420-2100-42180-0000	
333191	Uniform Shirts - Blasko	184.35	05/31/2024	100-420-2100-42180-0000	
333245	Uniforms - Pearson	164.82	05/31/2024	100-420-2100-42180-0000	
	Check Total:	3,052.83			
Vendor: belco 0203740700	Bellboy Corporation Liquor	1,614.19	05/31/2024	Check Sequence: 3 609-497-9760-42510-0000	ACH Enabled: True
0203740700	Wine	268.95	05/31/2024	609-497-9760-42530-0000	
0203741300	THC	1,131.15	05/31/2024	609-497-9760-42535-0000	
	Check Total:	3,014.29			
Vendor: borst 928419835	Border States Industries, Inc. (6 EA) 6 - RSXF3 LED P4 40K NFL MVOLT IS	4,767.00	05/31/2024	Check Sequence: 4 410-450-5200-45300-2104	ACH Enabled: False
	Check Total:	4,767.00			
Vendor: Wirbe 1159284111	BreakThru Beverage Minnesota Mix	208.92	05/31/2024	Check Sequence: 5 609-497-9760-42540-0000	ACH Enabled: False
1159284111	Liquor	4,264.75	05/31/2024	609-497-9760-42510-0000	
1159284111	Wine	250.90	05/31/2024	609-497-9760-42530-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	4,724.57			
Vendor: brome 424426	Brockton Meadows Grand HOA Damage Deposit Refund	100.00	05/31/2024	Check Sequence: 6 100-000-0000-22000-0000	ACH Enabled: False
	Check Total:	100.00			
Vendor: genre 78293	Burand Inc. Chiller Pump Fuse Replacement	698.75	05/31/2024	Check Sequence: 7 205-450-5205-44040-0000	ACH Enabled: False
	Check Total:	698.75			
Vendor: bwbot 2874	BW Bottling THC	480.00	05/31/2024	Check Sequence: 8 609-497-9760-42535-0000	ACH Enabled: False
	Check Total:	480.00			
Vendor: callto 201942745	CallTower Inc Monthly Phone Service May	3,541.00	05/31/2024	Check Sequence: 9 100-410-1330-43250-0000	ACH Enabled: False
	Check Total:	3,541.00			
Vendor: cappar 05/23/2024	Capital Partners Escrow Release - Capital Partners	3,500.00	05/31/2024	Check Sequence: 10 100-000-0000-22040-0000	ACH Enabled: False
	Check Total:	3,500.00			
Vendor: capbe 2984838	Capitol Beverage Muni Bar Mix	118.20	05/31/2024	Check Sequence: 11 609-497-9770-42540-0000	ACH Enabled: True
2984838	Muni Offsale Beer	227.00	05/31/2024	609-497-9770-42521-0000	
2984838	Muni Bar Beer	280.75	05/31/2024	609-497-9770-42520-0000	
2987748	THC	86.00	05/31/2024	609-497-9760-42535-0000	
2987748	Liquor	819.50	05/31/2024	609-497-9760-42510-0000	
2987748	Beer	12,368.15	05/31/2024	609-497-9760-42520-0000	
2987748	NA	175.33	05/31/2024	609-497-9760-42540-0000	
	Check Total:	14,074.93			
Vendor: cdwgo RH43161	CDW Government Charger For Comm Coord	42.63	05/31/2024	Check Sequence: 12 100-410-1325-42000-0000	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
RL82374	Sonicwall Renewal	3,227.27	05/31/2024	100-410-1330-43190-0000	
	Check Total:	3,269.90			
Vendor: berbe	Chas. A. Bernick, Inc.			Check Sequence: 13	ACH Enabled: False
10215966	THC	256.50	05/31/2024	609-497-9760-42535-0000	
10215967	Beer	1,949.40	05/31/2024	609-497-9760-42520-0000	
10215967	NA	36.90	05/31/2024	609-497-9760-42540-0000	
10218816	Beer	805.15	05/31/2024	609-497-9760-42520-0000	
10218816	Liquor	60.00	05/31/2024	609-497-9760-42510-0000	
	Check Total:	3,107.95			
Vendor: cinco	Cintas Corporation			Check Sequence: 14	ACH Enabled: True
4192698624	Uniform - Gen'l. Gov't. Bldgs. 5/15/24	2.95	05/31/2024	100-410-1940-42180-0000	
4192698624	Uniform - PW 5/15/24	23.35	05/31/2024	100-430-3000-42180-0000	
4192698624	Uniform - SWR 5/15/24	5.86	05/31/2024	602-495-9490-42180-0000	
4192698624	Uniform - PK 5/15/24	16.80	05/31/2024	100-450-5200-42180-0000	
4192698624	Uniform - WTR 5/15/24	5.87	05/31/2024	601-494-9440-42180-0000	
4192698624	Uniform - Janitorial 5/15/24	2.78	05/31/2024	100-410-1940-44060-0000	
4193413013	Uniform - WTR 5/22/24	5.86	05/31/2024	601-494-9440-42180-0000	
4193413013	Uniform - PK 5/22/24	16.80	05/31/2024	100-450-5200-42180-0000	
4193413013	Uniform - PW 5/22/24	23.35	05/31/2024	100-430-3000-42180-0000	
4193413013	Uniform - Gen'l. Gov't. Bldgs. 5/22/24	2.95	05/31/2024	100-410-1940-42180-0000	
4193413013	Uniform - Janitorial 5/22/24	2.78	05/31/2024	100-410-1940-44060-0000	
4193413013	Uniform - SWR 5/22/24	5.87	05/31/2024	602-495-9490-42180-0000	
4193413013	Mats & Towels 5/22/24	29.00	05/31/2024	100-430-3000-44060-0000	
4193413647	CR Floor Mats 5/22/24	8.86	05/31/2024	100-410-1941-44060-0000	
4193413653	RWAS Mats & Towels 5/22/24	174.63	05/31/2024	609-497-9760-43100-0000	
	Check Total:	327.71			
Vendor: contr	Concrete Treatments, Inc.			Check Sequence: 15	ACH Enabled: False
2010679	Fill Cracks & Joints In Concrete At EC	1,500.00	05/31/2024	100-410-1941-44010-0000	
	Check Total:	1,500.00			
Vendor: mnpip	Core & Main LP			Check Sequence: 16	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
U948162	72FS172424 FS1-724-24 6X24 REP CLP 6.84-7	515.90	05/31/2024	601-494-9440-42150-0000	
	Check Total:	515.90			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 17	ACH Enabled: True
2192841	Beer	270.00	05/31/2024	609-497-9760-42520-0000	
2193332	NA	178.00	05/31/2024	609-497-9760-42540-0000	
2193332	Beer	64.00	05/31/2024	609-497-9760-42520-0000	
2193632	Muni-Beef Sticks	51.30	05/31/2024	609-497-9770-42550-0000	
2193632	Muni Bar Beer	282.10	05/31/2024	609-497-9770-42520-0000	
2193632	Muni Bar Liquor	105.20	05/31/2024	609-497-9770-42510-0000	
	Check Total:	950.60			
Vendor: decsa	Decimet Sales, Inc.			Check Sequence: 18	ACH Enabled: False
225450	T2198 Channel	130.20	05/31/2024	205-450-5205-42103-0000	
225582	Score Board Brackets 10 Ga. 2B Brackets	463.82	05/31/2024	100-450-5200-42100-0000	
	Check Total:	594.02			
Vendor: dehtr	Dehn Tree Company, Inc.			Check Sequence: 19	ACH Enabled: False
1-FINAL	Fletcher Bypass Project Tree Clearing - FINAL	20,727.27	05/31/2024	402-430-3121-45300-1409	
COR051724	(3) Green Mountain Maple 2"	542.37	05/31/2024	100-450-5200-43180-0000	
COR051724	(5) Cathedral Elm 3"	750.00	05/31/2024	100-450-5200-43180-0000	
COR051724	(2) Northern Acclaim Locust 2"	355.30	05/31/2024	100-450-5200-43180-0000	
COR051724	(1) Northern Acclaim Locust 3"	240.35	05/31/2024	100-450-5200-43180-0000	
	Check Total:	22,615.29			
Vendor: dundee	Dundee Nursery			Check Sequence: 20	ACH Enabled: False
05/23/2024	Escrow Release - Dundee Nursery	2,950.00	05/31/2024	100-000-0000-22040-0000	
	Check Total:	2,950.00			
Vendor: facmo	Elliot Auto Supply Co, Inc.			Check Sequence: 21	ACH Enabled: False
1-9726133	MTC SW5219 F87Z13480AA SWITCH (P) - #3	25.10	05/31/2024	100-430-3120-42103-0000	
	Check Total:	25.10			
Vendor: encoco	Enclave Companies			Check Sequence: 22	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
05/23/2024	Escrow Release - Enclave Development	99,267.50	05/31/2024	203-000-0000-22040-0000	
	Check Total:	99,267.50			
Vendor: fehco	Fehn Companies, Inc			Check Sequence: 23	ACH Enabled: False
18410	Class 5 Recycle	175.56	05/31/2024	100-430-3000-42100-0000	
18410	Class 5 Recycle	181.72	05/31/2024	100-430-3000-42100-0000	
	Check Total:	357.28			
Vendor: foain	Foam Industries			Check Sequence: 24	ACH Enabled: False
05/22/2024	Escrow Release - Foam Industries	1,342.50	05/31/2024	100-000-0000-22040-0000	
	Check Total:	1,342.50			
Vendor: ghate	GHA Technologies Inc.			Check Sequence: 25	ACH Enabled: False
11390352	4 Phone Chargers	193.76	05/31/2024	100-420-2100-42010-0000	
	Check Total:	193.76			
Vendor: mires	Global Reserve			Check Sequence: 26	ACH Enabled: True
ORD-9477	THC	1,946.00	05/31/2024	609-497-9760-42535-0000	
	Check Total:	1,946.00			
Vendor: hassa	Hassan Sand & Gravel, Inc.			Check Sequence: 27	ACH Enabled: True
05/22/2024	Escrow Release - Hassan Sand And Gravel	752.99	05/31/2024	100-000-0000-22040-0000	
	Check Total:	752.99			
Vendor: hegpi	Heggie's Pizza LLC			Check Sequence: 28	ACH Enabled: False
1221968033	Muni-Pizza For Resale	717.25	05/31/2024	609-497-9770-42550-0000	
	Check Total:	717.25			
Vendor: hohen	Hohensteins Inc			Check Sequence: 29	ACH Enabled: False
716230	Mix/NA	216.80	05/31/2024	609-497-9760-42540-0000	
716230	Beer	483.00	05/31/2024	609-497-9760-42520-0000	
	Check Total:	699.80			
Vendor: istate	I-State Rogers LLC			Check Sequence: 30	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
05/22/2024	Escrow Release - I-State Rogers LLC	8,391.55	05/31/2024	100-000-0000-22040-0000	
	Check Total:	8,391.55			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 31	ACH Enabled: False
2544573	Liquor	9,425.46	05/31/2024	609-497-9760-42510-0000	
2544574	Wine	2,044.25	05/31/2024	609-497-9760-42530-0000	
2544575	Muni Bar Wine	115.54	05/31/2024	609-497-9770-42530-0000	
2544576	Liquor	1,526.55	05/31/2024	609-497-9760-42510-0000	
3680960	Beer	115.40	05/31/2024	609-497-9760-42520-0000	
3682705	Beer	319.40	05/31/2024	609-497-9760-42520-0000	
6782965	Muni Offsale Liquor	164.00	05/31/2024	609-497-9770-42511-0000	
6782965	Muni Bar Liquor	2,009.94	05/31/2024	609-497-9770-42510-0000	
6782966	Muni Bar Wine	69.54	05/31/2024	609-497-9770-42530-0000	
6782968	Wine	695.75	05/31/2024	609-497-9760-42530-0000	
6782969	Mix	61.75	05/31/2024	609-497-9760-42540-0000	
6784483	Muni Bar Liquor	233.85	05/31/2024	609-497-9770-42510-0000	
6786573	Liquor	1,449.29	05/31/2024	609-497-9760-42510-0000	
6786574	Wine	1,451.75	05/31/2024	609-497-9760-42530-0000	
6786575	Mix	356.10	05/31/2024	609-497-9760-42540-0000	
6786576	Muni Bar Liquor	217.42	05/31/2024	609-497-9770-42510-0000	
6786577	Muni Bar Wine	372.81	05/31/2024	609-497-9770-42530-0000	
7472679	Wine	754.50	05/31/2024	609-497-9760-42530-0000	
	Check Total:	21,383.30			
Vendor: jusbr	Just Breathing LLC			Check Sequence: 32	ACH Enabled: True
#5-2024	Tai Chi And Musical Moves Classes 4/8 - 5/20	700.00	05/31/2024	100-450-5186-43443-0000	
	Check Total:	700.00			
Vendor: shagr	Kelbro Company			Check Sequence: 33	ACH Enabled: False
3018812	Ice	137.66	05/31/2024	609-497-9760-42570-0000	
3023715	Muni Rent Pop System May	98.76	05/31/2024	609-497-9770-44100-0000	
3024975	Ice	164.80	05/31/2024	609-497-9760-42570-0000	
	Check Total:	401.22			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: kinco 05/22/2024	Kinghorn Company, Inc. Escrow Release - Clam Corporation	521.00	05/31/2024	Check Sequence: 34 100-000-0000-22040-0000	ACH Enabled: False
	Check Total:	521.00			
Vendor: kjoen 806932	Kjolhaug Environmental Serv. Co., Inc. 2021-050 Laurel Creek CR117 Monitoring	2,275.00	05/31/2024	Check Sequence: 35 603-496-9495-43030-8150	ACH Enabled: True
	Check Total:	2,275.00			
Vendor: soulak 359 360	Erik Lemke Ash Tree Borer Preventative Treatment Ash Tree Borer Preventative Treatment	679.25 1,238.25	05/31/2024 05/31/2024	Check Sequence: 36 100-450-5200-43180-0000 100-450-5200-43180-0000	ACH Enabled: False
	Check Total:	1,917.50			
Vendor: mamun 383009 383009 383009	M Amundson Cigar & Candy Co LLP Paper Bags Tubes Shot Glasses & Glasses Tobacco	55.76 294.66 1,860.04	05/31/2024 05/31/2024 05/31/2024	Check Sequence: 37 609-497-9760-42100-0000 609-497-9760-42580-0000 609-497-9760-42560-0000	ACH Enabled: True
	Check Total:	2,210.46			
Vendor: marma 42479351 42479351 42479351	Martin Marietta Materials Inc MV4 WEAR REC-BM 12.5MM WEAR REC-LM4 12.5MM WEAR REC-LM4	201.88 329.51 341.13	05/31/2024 05/31/2024 05/31/2024	Check Sequence: 38 100-430-3120-42240-0000 100-430-3120-42240-0000 100-430-3120-42240-0000	ACH Enabled: False
	Check Total:	872.52			
Vendor: cleri 748695 748695 748800 748800	McDonald Distributing Company Beer THC THC Credit Beer Credit	180.00 213.00 -13.33 -9.75	05/31/2024 05/31/2024 05/31/2024 05/31/2024	Check Sequence: 39 609-497-9760-42520-0000 609-497-9760-42535-0000 609-497-9760-42535-0000 609-497-9760-42520-0000	ACH Enabled: True
	Check Total:	369.92			
Vendor: mnccc 2405115	Minnesota Counties Computer Cooperative Excel Hidden Features Training - L.Pettis	220.00	05/31/2024	Check Sequence: 40 100-410-1520-44360-0000	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	220.00			
Vendor: schso	MN Equipment Inc.			Check Sequence: 41	ACH Enabled: True
P20286	TY16208 G70-3/8 X20'	109.92	05/31/2024	100-430-3120-42103-0000	
P20538	TY25858 HOOK	64.72	05/31/2024	100-430-3120-42103-0000	
	Check Total:	174.64			
Vendor: napa	NAPA Auto Parts			Check Sequence: 42	ACH Enabled: False
346916	FUEL CAP	4.23	05/31/2024	602-495-9490-42103-0000	
346916	FUEL CAP	4.24	05/31/2024	601-494-9440-42103-0000	
347019	SUPER DUTY GREASE COU	6.80	05/31/2024	100-430-3000-42103-0000	
347114	SUPER DUTY GREASE COU	20.40	05/31/2024	100-430-3000-42103-0000	
	Check Total:	35.67			
Vendor: reifo	Performance Food Group			Check Sequence: 43	ACH Enabled: False
125995	Muni Trays Plates Napkins & Olives	216.40	05/31/2024	609-497-9770-42100-0000	
	Check Total:	216.40			
Vendor: potso	Potentia MN Solar Fund 1, LLC			Check Sequence: 44	ACH Enabled: False
MN-INV-2404-165	RAC Solar - April	1,136.53	05/31/2024	205-450-5205-43810-0000	
MN-INV-2404-172	PD Solar - April	191.43	05/31/2024	100-420-2100-43810-0000	
MN-INV-2404-173	Well 6 Solar - April	231.26	05/31/2024	601-494-9440-43810-0000	
MN-INV-2404-174	Water Booster Station Solar - April	231.26	05/31/2024	601-494-9440-43810-0000	
MN-INV-2404-175	Well 5 Solar - April	231.26	05/31/2024	601-494-9440-43810-0000	
MN-INV-2404-176	Well 7 Solar - April	231.26	05/31/2024	601-494-9440-43810-0000	
MN-INV-2404-181	RAC Solar - April	733.85	05/31/2024	205-450-5205-43810-0000	
MN-INV-2404-182	PD Solar - April	299.48	05/31/2024	100-420-2100-43810-0000	
MN-INV-2404-187	FD Solar - April	104.99	05/31/2024	100-420-2210-43810-0000	
MN-INV-2404-187	CR Solar - April	133.63	05/31/2024	100-410-1941-43810-0000	
MN-INV-2404-188	CH Solar - April	91.85	05/31/2024	100-410-1940-43810-0000	
MN-INV-2404-188	PW Solar - April	214.30	05/31/2024	100-430-3000-43810-0000	
MN-INV-2404-189	RWAS Solar - April	489.84	05/31/2024	609-497-9760-43810-0000	
	Check Total:	4,320.94			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: legsh 152672	Pre-Paid Legal Services, Inc EE Paid Insurance Premiums - May 2024	31.90	05/31/2024	Check Sequence: 45 100-000-0000-21751-0000	ACH Enabled: False
	Check Total:	31.90			
Vendor: rogpr 66022	Rogers Printing Metro, Inc Business Cards: Jake Bendiske	76.00	05/31/2024	Check Sequence: 46 100-410-1950-42000-0000	ACH Enabled: True
66022	Business Cards: Mike Albers	76.00	05/31/2024	100-410-1950-42000-0000	
	Check Total:	152.00			
Vendor: rogtr 27918	Rogers True Value Hardware Inc 110OZ 50:1 Fuel/Oil	28.99	05/31/2024	Check Sequence: 47 601-494-9440-42120-0000	ACH Enabled: False
27918	10PC Screwdriver Set	28.99	05/31/2024	601-494-9440-42105-0000	
27935	13" Pro Caulk Gun	24.99	05/31/2024	601-494-9440-42105-0000	
	Check Total:	82.97			
Vendor: johla 141767188-001	SiteOne Landscape Supply Hunter Plug-In Expansion Module PCM- 900 Fo	186.05	05/31/2024	Check Sequence: 48 100-450-5200-42104-0000	ACH Enabled: False
141767188-001	Hunter P2C Base Unit Controller Outdoor 4 Stat	169.40	05/31/2024	100-450-5200-42104-0000	
141767188-001	Hunter HDL Dripline W/ Check Valve 0.9 GPH	95.50	05/31/2024	100-450-5200-42104-0000	
141767417-001	Hunter Plug-In Expansion Module PCM- PCM30	150.51	05/31/2024	100-450-5200-42104-0000	
141767417-001	Hunter Plug-In Expansion Module PCM- 900 Fo	-186.05	05/31/2024	100-450-5200-42104-0000	
141830466-001	LESCO FERTILIZER 25-0-6 45% U-PLUS 5%I	854.64	05/31/2024	100-450-5200-42160-0000	
141830466-001	ROUNDUP QUIKPRO NON SELECTIVE WAI	1,354.17	05/31/2024	100-450-5200-42160-0000	
141830466-001	TURFACE PROLINE LINE MARKER ATHLE	812.54	05/31/2024	100-450-5200-42100-0000	
	Check Total:	3,436.76			
Vendor: souwi 2483135	Southern Glazers Wine & Spirits of Minnesota Liquor	6,469.38	05/31/2024	Check Sequence: 49 609-497-9760-42510-0000	ACH Enabled: False
2483136	Wine	1,212.56	05/31/2024	609-497-9760-42530-0000	
2483137	Freight	0.64	05/31/2024	609-497-9760-42510-0000	
	Check Total:	7,682.58			
Vendor: strei 11700293	Streicher's Inc. 2024 Officer Wellness Allowance - Wilhoite	82.00	05/31/2024	Check Sequence: 50 207-420-2100-42105-0000	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
I1700593	2024 Officer Wellness Allowance - Weigman	59.99	05/31/2024	207-420-2100-42105-0000	
I1700663	2024 Officer Wellness Allowance - Dupic	338.97	05/31/2024	207-420-2100-42105-0000	
	Check Total:	480.96			
Vendor: sumla 7465	Summer Lakes Beverage LLC Mix	551.25	05/31/2024	Check Sequence: 51 609-497-9760-42540-0000	ACH Enabled: False
	Check Total:	551.25			
Vendor: tersu 38122-00 38122-00	Terminal Supply Co TRL-11-BLK CABLE TIE - 1 I 3/4" X .18" SB-239-10 SHRINK RING TERMINAL - ADH	34.58 53.10	05/31/2024 05/31/2024	Check Sequence: 52 100-430-3000-42103-0000 100-430-3000-42103-0000	ACH Enabled: False
	Check Total:	87.68			
Vendor: tolga 10566645	Toll Company *SPOOL COVER ASSEMBLY	134.69	05/31/2024	Check Sequence: 53 100-430-3000-42100-0000	ACH Enabled: False
	Check Total:	134.69			
Vendor: usilo 660088 660088 660088	USIC Holdings, Inc Locates 5/13/24 - 5/19/24 Locates 5/13/24 - 5/19/24 Locates 5/13/24 - 5/19/24	43.00 14.00 43.00	05/31/2024 05/31/2024 05/31/2024	Check Sequence: 54 602-495-9490-43150-0000 603-496-9495-43150-0000 601-494-9440-43150-0000	ACH Enabled: False
	Check Total:	100.00			
Vendor: verwi 9963272344	Verizon Wireless Services, LLC NCP Concessions iPad - April	44.03	05/31/2024	Check Sequence: 55 100-450-5120-43250-0000	ACH Enabled: True
	Check Total:	44.03			
Vendor: vinin 0351126-IN	Vinocopia Inc Muni Bar Liquor	507.50	05/31/2024	Check Sequence: 56 609-497-9770-42510-0000	ACH Enabled: True
	Check Total:	507.50			
Vendor: wrihe 35031335197	Wright-Hennepin Coop Electric Assn Streetlights - Unmetered May	493.11	05/31/2024	Check Sequence: 57 100-430-3120-43160-0000	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	493.11			
Vendor: wulex 2561	Wulf Excavating Inc 129th Ave Tiling Repair	5,443.50	05/31/2024	Check Sequence: 58 603-496-9495-44055-0000	ACH Enabled: True
	Check Total:	5,443.50			
Vendor: xcele 51-6488910-9	Xcel Energy Vacant Building-13017 Main St April	87.85	05/31/2024	Check Sequence: 59 100-410-1940-43810-0000	ACH Enabled: False
51-6488910-9	Civic Storage Bldg.-21195 Memorial Dr Security	17.54	05/31/2024	100-410-1940-43810-0000	
	Check Total:	105.39			
Vendor: xcele 51-9712220-4	Xcel Energy STREETLIGHTS-UNMETERED April	8,042.37	05/31/2024	Check Sequence: 60 100-430-3120-43160-0000	ACH Enabled: False
51-9712220-4	STREETLIGHTS-METERED April	802.36	05/31/2024	100-430-3120-43160-0000	
	Check Total:	8,844.73			
	Total for Check Run:	251,351.09			
	Total of Number of Checks:	60			

May 2024 US Bank P-Card Allocations								
Vendor	Account				Amount	Fiscal Year	Description	
AMZN MKTP US*607E29TM3	100	410	1325	42000	0000	60.66	2024	Office supplies/tape/sticky notes/laminate sheets
SAMS CLUB #6254	100	410	1325	42000	0000	25.60	2024	Paper towels
AMZN MKTP US*CL3E50YR3	100	410	1325	42000	0000	85.49	2024	Bulletin board for return
AMZN MKTP US*K07WW76K3	100	410	1325	42000	0000	197.50	2024	Name badges for dept directors
AMZN MKTP US*5G5K00DU3	100	410	1325	42000	0000	179.99	2024	Office desk riser for City Clerk
AMZN MKTP US*8H6956OX3	100	410	1325	42000	0000	54.87	2024	Corner table for office space
AMAZON.COM*GA1FZ9OV3	100	410	1325	42000	0000	68.24	2024	Bulletin board for City Hall
AMZN MKTP US*CE9KD90W3	100	410	1325	42000	0000	491.00	2024	Office chair x2
AMZN MKTP US	100	410	1325	42000	0000	(85.49)	2024	Return bulletin board and ordered new one
AMZN MKTP US*945SK5DU3	100	410	1325	42000	0000	17.98	2024	Cell phone case
AMAZON.COM*DC1ZM83H3	100	410	1325	42000	0000	6.99	2024	Notary Journal
AMZN MKTP US*GF1O24OL3	100	410	1325	42000	0000	19.99	2024	Notary Stamp
4TE*WRIGHT CO RECORDER	100	410	1325	42000	0000	21.80	2024	Wright County Registration for Notary
SYNOLOGY AMERICA CORP	100	410	1325	42010	0000	241.73	2024	Replacement Power supply for NAS
MAILCHIMP *MISC	100	410	1325	43190	0000	45.00	2024	Monthly email listserve
SWIFTYPE.COM	100	410	1325	43190	0000	79.00	2024	Search Module for rogersmn.gov
WWW.PAESSLER.COM	100	410	1325	43190	0000	1,968.06	2024	Network Monitoring Tool
HNPB PROPERTYTAX	100	410	1325	44400	0000	1.24	2024	2024 Property Tax 13-120-23-14-0076
HNPB PROPERTYTAX	100	410	1325	44400	0000	1.24	2024	2024 Property Tax 13-120-23-41-0077
HNPB PROPERTYTAX	100	410	1325	44400	0000	30.06	2024	2024 Property Tax 14-120-23-21-0020
PAYMENTUS CORP	100	410	1325	44400	0000	0.69	2024	2024 Property Tax 14-120-23-21-0020- Fee
HNPB PROPERTYTAX	100	410	1325	44400	0000	1.25	2024	2024 Property Tax 13-120-23-14-0090
PAYMENTUS CORP	100	410	1325	44400	0000	0.03	2024	2024 Property Tax 13-120-23-14-0076- Fee
PAYMENTUS CORP	100	410	1325	44400	0000	0.03	2024	2024 Property Tax 13-120-23-14-0077- Fee
PAYMENTUS CORP	100	410	1325	44400	0000	0.03	2024	2024 Property Tax 13-120-23-41-0090- Fee
ZOOM.US 888-799-9666	100	410	1330	43190	0000	126.97	2024	Zoom licenses
GOVERNMENT FINANCE OFFIC	100	410	1520	44360	0000	35.00	2024	GFOA Training - Breaking the Law of Triviality in the Budget Process
GOVERNMENT FINANCE OFFIC	100	410	1520	44360	0000	35.00	2024	GFOA Training - Rethinking Reserves Using Data to Determine the Right Level
AMZN MKTP US*CE9KD90W3	100	410	1910	42000	0000	491.00	2024	Office chairs x2
AMZN MKTP US*LH8HO1LC3	100	410	1910	42000	0000	34.31	2024	Desk accessories
ICSC-NY	100	410	1910	44330	0000	337.50	2024	2024 ICSC membership dues
BRIDGETOWER MEDIA NEWSPA	100	410	1910	44330	0000	361.90	2024	Finance & Commerce annual subscription
I-94 W CHAMBER OF COMMERCE	100	410	1910	44360	0000	15.00	2024	Chamber lunch event registration
CRE EVENT* REGXDELUH27	100	410	1910	44360	0000	131.45	2024	Real Estate Journal's retail summit registration
11TH & MARQ RAMP 8061	100	410	1910	44360	0000	6.00	2024	PARKING AT NATIONAL APA CONFERENCE
11TH & MARQ RAMP 8061	100	410	1910	44360	0000	6.00	2024	PARKING AT NATIONAL APA CONFERENCE
11TH & MARQ RAMP 8061	100	410	1910	44360	0000	5.00	2024	PARKING AT NATIONAL APA CONFERENCE
11TH & MARQ RAMP 8061	100	410	1910	44360	0000	5.00	2024	PARKING AT NATIONAL APA CONFERENCE
AMZN MKTP US*W157K4063	100	410	1940	42100	0000	67.88	2024	Desk shelves for custodian
AMZN MKTP US*CE9KD90W3	100	410	1940	42100	0000	245.50	2024	Desk chair for custodian
AMAZON.COM*OAOYDOKG3	100	410	1940	42102	0000	14.49	2024	Batteries AAA & AA
AMZN MKTP US*AE5846TG3	100	410	1940	42102	0000	44.47	2024	Toilet Bowl Cleaner
AMZN MKTP US*5J9C98JP3	100	410	1940	42102	0000	22.99	2024	Cleaning Cloths
AMAZON RETA* 410 42102	100	410	1940	42102	0000	241.90	2024	Automatic Toilet Batteries for Stock
BUILD.COM	100	410	1940	42102	0000	600.65	2024	Automatic Hand Dryer for Stock
AMZN MKTP US*B59UQ4XO3	100	410	1940	42102	0000	23.97	2024	Dusters
AMZN MKTP US*002H89U43	100	410	1940	42102	0000	14.48	2024	Ant Bait Traps
AMZN MKTP US*8P9GB1793	100	410	1940	42102	0000	21.99	2024	Ant Bait Traps
4TE*COMMERS CONDITIONED W	100	410	1940	43820	0000	24.95	2024	Water service at City Hall
CENTERPOINTENERGY MN GAS	100	410	1940	43830	0000	123.73	2024	Hassan Town Hall Gas - Account 3593442-8 - April
AMZN MKTP US*VN9GJ0043	100	410	1941	42100	0000	29.89	2024	Flag pole base
HOMEDEPOT.COM	100	410	1941	42102	0000	206.99	2024	Shelf for CR Storage
AMZN MKTP US*7926A2VU3	100	410	1941	42102	0000	38.33	2024	Brooms for CR
AMZN MKTP US*Z45ZQ8G63	100	410	1941	42102	0000	370.57	2024	Coffee Makers , drip tray, Door Stopper & Lampfor EC
CENTERPOINTENERGY MN GAS	100	410	1941	43830	0000	315.54	2024	Centerpoint Energy Balance-CR
THE WEBSTAIRANT STORE INC	100	410	1941	44010	0000	2,359.00	2024	Replacement Garbage disposal (unplanned)
BUNN CORP	100	410	1941	44010	0000	388.00	2024	Coffee Machine Repair
AMAZON.COM*SJ9QZ6A93	100	410	1950	42000	0000	44.99	2024	Backpack for Engineering Tech
BOARD OF AEISLAGID	100	410	1950	44330	0000	122.50	2024	Professional Engineering Renewal - Albers
AMZN MKTP US*OT1A56DQ3	100	420	2100	42000	0000	154.20	2024	Desk Stand - Andrea, Memory Sticks - Office, Laptop Case - Nicole
AMZN MKTP US*RP2UV5SH3	100	420	2100	42000	0000	15.30	2024	Office Supplies - Sharpie Fine Point Perm Marker
AMZN MKTP US*GC3PB36Y3	100	420	2100	42000	0000	33.97	2024	Office Supplies - Sharpie Ultra Fine Point Perm Marker
AMZN MKTP US*PB8V98U3	100	420	2100	42000	0000	124.96	2024	Office Supplies - File Organizer, Monitor Mount Clip, Pens, Dry Erase
AMZN MKTP US*KM2MW4KF3	100	420	2100	42000	0000	48.98	2024	Office Safety Mirror - Andrea, Laptop Car Charger - Nicole
AMZN MKTP US*LN1UA4CU3	100	420	2100	42010	0000	299.50	2024	Microsoft Scuptl Ergonomic Keyboard - Andrea
ROGERS TRUE VALUE	100	420	2100	42070	0000	28.25	2024	Supplies for Firearm Unit
AMZN MKTP US*IB7HA0BJ3	100	420	2100	42070	0000	274.12	2024	4 Saddle Bags for 40mm Launchers
FLAGS USA* FLAGUSA 86	100	420	2100	42102	0000	225.00	2024	2 New Flags for Police Building
ULINE *SHIP SUPPLIES	100	420	2100	42102	0000	(226.01)	2024	Credit for Fire Restraint Bin for Evidence Room
ULINE *SHIP SUPPLIES	100	420	2100	42102	0000	207.79	2024	Fire Restraint Bin for Evidence Room
AXON	100	420	2100	42105	0000	244.05	2024	3 RH Taser Holders
AMZN MKTP US*2Z2S09UX3	100	420	2100	42105	0000	41.98	2024	Evidence Room Supplies
AMAZON MAR* 111-862957	100	420	2100	42107	0000	22.83	2024	Kong for Zeus
CHEWY.COM	100	420	2100	42107	0000	104.49	2024	Food for K9 Zeus
KWIK TRIP #812	100	420	2100	42120	0000	58.15	2024	Fuel for DTF Squad
HOLIDAY STATIONS 3514	100	420	2100	42120	0000	52.41	2024	Fuel for DTF Squad
AMZN MKTP US*769AM7HB3	100	420	2100	42170	0000	12.39	2024	Medical Supplies
ASPEN MILLS	100	420	2100	42180	0000	46.17	2024	Uniform Item - Foster
SYMBOLARTS, LLC	100	420	2100	42180	0000	715.00	2024	3 New Badges for #s 26, 27 28
MISTER CAR WASH #1601	100	420	2100	44040	0000	35.88	2024	Monthly Car Wash for Squad 6845 (Beck)
MISTER CAR WASH #1601	100	420	2100	44040	0000	43.50	2024	Monthly Car Wash for Squad 6844 (Foster)
MISTER CAR WASH #1601	100	420	2100	44040	0000	35.88	2024	Monthly Car Wash for Squad 6831 (Wills)
IN *911 TECH, INC.	100	420	2100	44330	0000	500.00	2024	Setup fee for CSOs in COP FTO Program
APPLE.COM/BILL	100	420	2100	44330	0000	2.99	2024	iCloud Storage Plan for Work Phone
POST BOARD LICENSING	100	420	2100	44330	0000	810.00	2024	POST License Renewals x9 officers

May 2024 US Bank P-Card Allocations									
Vendor	Account					Amount	Fiscal Year	Description	
APPLE.COM/BILL	100	420	2100	44330	0000	2.99	2024	iCloud Storage Plan for Work Phone	
ECKBERG LAMMERS PC	100	420	2100	44360	0000	129.00	2024	LETAC Constitutional Police and Crimes Training	
MCS DUGOUT BAR AND GRILL	100	420	2100	44360	0000	32.13	2024	Misc Apps - Bill Split 5 Ways Chiefs Training -Beck	
RAISING CANES 0553	100	420	2100	44360	0000	13.48	2024	Chiefs Conference Training - Lunch - Beck	
COURTYARD ST. CLOUD	100	420	2100	44360	0000	5.98	2024	Chiefs Conference Training - Breakfast - Beck	
TST* OLDE BRICK HOUSE - S	100	420	2100	44360	0000	56.09	2024	Chiefs Conference Training - Dinner - Beck	
JIMMY JOHNS # 621	100	420	2100	44360	0000	16.40	2024	Chiefs Conference Training - Lunch - Beck	
MCS DUGOUT BAR AND GRILL	100	420	2100	44360	0000	28.59	2024	Chiefs Conference Training - Dinner - Beck	
MCDONALD'S F1370	100	420	2100	44360	0000	6.50	2024	Chiefs Conference Training - Breakfast - Beck	
COURTYARD ST. CLOUD	100	420	2100	44360	0000	375.09	2024	Chiefs Conference Hotel Stay - Beck - 3 nights	
CITY OF COTTAGE GROVE	100	420	2100	44360	0000	50.00	2024	FBI Crisis Negotiation Course Training	
MCDONALD'S F202	100	420	2100	44360	0000	12.61	2024	LETAC Training Meal - Beck	
JIMMY JOHNS # 1459	100	420	2100	44360	0000	14.85	2024	LETAC Training Meal - Beck	
LEEANN CHIN 0041 SAVAGE	100	420	2100	44360	0000	12.22	2024	FTO School Training - Lunch - Doiron	
OISHII JAPANESE RAMEN	100	420	2100	44360	0000	18.20	2024	FTO School Training - Lunch - Doiron	
STARBUCKS STORE 17564	100	420	2100	44360	0000	17.19	2024	FTO School Training - Breakfast - Doiron & Rose	
NOODLES & CO 350	100	420	2100	44360	0000	13.82	2024	FTO School Training - Lunch - Doiron	
STARBUCKS STORE 17564	100	420	2100	44360	0000	7.16	2024	FTO School Training - Breakfast - Doiron	
OLIVE GARDEN ZK 0021268	100	420	2100	44360	0000	14.90	2024	FTO School Training - Lunch - Doiron	
STARBUCKS STORE 18163	100	420	2100	44360	0000	19.65	2024	FTO School Training - Breakfast - Doiron & Rose	
STARBUCKS 18163	100	420	2100	44360	0000	18.35	2024	FTO School Training - Breakfast - Doiron & Rose	
BUFFALO WILD WNGS 0123	100	420	2100	44360	0000	16.08	2024	FTO School Training - Lunch - Doiron	
DUNKIN #352663 Q35	100	420	2100	44360	0000	9.47	2024	Womens Police Conference Training - Lunch - Doiron	
TST* VICTORIAS RISTORANTE	100	420	2100	44360	0000	31.85	2024	Womens Police Conference Training - Dinner - Doiron	
STARBUCKS STORE 78988	100	420	2100	44360	0000	7.97	2024	Womens Police Conference Training - Lunch - Doiron	
KAHLER GRAND HOTEL	100	420	2100	44360	0000	459.36	2024	Womens Police Conference Training - Overnight stay- Doiron	
MCS DUGOUT BAR AND GRILL	100	420	2100	44360	0000	37.13	2024	Misc Apps - Bill Split 5 Ways Chiefs Training -Duplic	
COURTYARD ST. CLOUD	100	420	2100	44360	0000	16.30	2024	Chiefs Conference Training - Breakfast - Duplic	
TST* OLDE BRICK HOUSE - S	100	420	2100	44360	0000	31.33	2024	Chiefs Conference Training - Dinner - Duplic	
JIMMY JOHNS # 621	100	420	2100	44360	0000	17.49	2024	Chiefs Conference Training - Lunch - Duplic	
JIMMY JOHNS # 621	100	420	2100	44360	0000	29.27	2024	Chiefs Conference Training - Dinner - Duplic	
MCDONALD'S F10892	100	420	2100	44360	0000	14.72	2024	Chiefs Conference Training - Lunch - Duplic	
COURTYARD ST. CLOUD	100	420	2100	44360	0000	375.09	2024	Chiefs Conference Hotel Stay - 3 Nights	
COURTYARD ST. CLOUD	100	420	2100	44360	0000	15.67	2024	Chiefs Conference Training - Breakfast - Duplic	
BCA TRAINING EDUCATION	100	420	2100	44360	0000	1,200.00	2024	BCA Leadership Trainings - 4 Courses @ 300/ea	
MCS DUGOUT BAR AND GRILL	100	420	2100	44360	0000	32.13	2024	Misc Apps - Bill Split 5 Ways Chiefs Training - Foster	
COURTYARD ST. CLOUD	100	420	2100	44360	0000	4.80	2024	Chiefs Conference Training - Coffee - Foster	
TST* OLDE BRICK HOUSE - S	100	420	2100	44360	0000	26.38	2024	Chiefs Conference Training - Dinner - Foster	
COURTYARD ST. CLOUD	100	420	2100	44360	0000	4.80	2024	Chiefs Conference Training - Coffee - Foster	
COURTYARD ST. CLOUD	100	420	2100	44360	0000	383.09	2024	Chiefs Conference Training - Hotel Stay - 3 Nights - Foster	
COURTYARD ST. CLOUD	100	420	2100	44360	0000	8.39	2024	Chiefs Conference Training - Coffee & Water - Foster	
BUFFALO WILD WNGS 0069	100	420	2100	44360	0000	30.85	2024	CIT Training - Lunch - Madson/Tushar	
HY-VEE NEW HOPE 1439	100	420	2100	44360	0000	19.49	2024	CIT Training - Lunch - Madson/Tushar	
JIMMY JOHNS - 1650	100	420	2100	44360	0000	30.72	2024	CIT Training - Lunch - Madson/Tushar	
MCDONALD'S F11329	100	420	2100	44360	0000	22.01	2024	CIT Training - Lunch - Madson/Tushar	
STARBUCKS STORE 18163	100	420	2100	44360	0000	32.63	2024	Coffee for Hosted Training	
BCA TRAINING EDUCATION	100	420	2100	44360	0000	300.00	2024	BCA Training - Sexual Assault Investigations	
MCS DUGOUT BAR AND GRILL	100	420	2100	44360	0000	32.13	2024	Misc Apps - Bill Split 5 Ways Chiefs Training -Duplic	
COURTYARD ST. CLOUD	100	420	2100	44360	0000	18.25	2024	Chiefs Conference Training - Breakfast - Rose	
TST* OLDE BRICK HOUSE - S	100	420	2100	44360	0000	25.07	2024	Chiefs Conference Training - Dinner - Rose	
JIMMY JOHNS # 621	100	420	2100	44360	0000	16.86	2024	Chiefs Conference Training - Lunch - Rose	
JIMMY JOHNS # 621	100	420	2100	44360	0000	18.49	2024	Chiefs Conference Training - Lunch - Rose	
COURTYARD ST. CLOUD	100	420	2100	44360	0000	380.59	2024	Chiefs Conference Training - 3 Night Stay - Rose	
COURTYARD ST. CLOUD	100	420	2100	44360	0000	11.67	2024	Chiefs Conference Training - Breakfast - Rose	
LEEANN CHIN 0041 SAVAGE	100	420	2100	44360	0000	13.42	2024	FTO School Training - Lunch - Rose	
OISHII JAPANESE RAMEN	100	420	2100	44360	0000	16.62	2024	FTO School Training - Lunch - Rose	
NOODLES & CO 350	100	420	2100	44360	0000	14.90	2024	FTO School Training - Lunch - Rose	
STARBUCKS STORE 17564	100	420	2100	44360	0000	6.72	2024	FTO School Training - Breakfast - Rose	
OLIVE GARDEN ZK 0021268	100	420	2100	44360	0000	17.13	2024	FTO School Training - Lunch - Rose	
BUFFALO WILD WNGS 0123	100	420	2100	44360	0000	16.68	2024	FTO School Training - Lunch - Rose	
MINNESOTA SHERIFFS ASSOC	100	420	2100	44360	0000	90.00	2024	MSA Data Practices Training - Andrea	
BCA TRAINING EDUCATION	100	420	2100	44360	0000	50.00	2024	BCA Training - Andrea	
BCA TRAINING EDUCATION	100	420	2100	44360	0000	300.00	2024	BCA Training - CJI Users Conference - Andrea	
PANERA BREAD #601317 P	100	420	2100	44360	0000	18.22	2024	Training Lunch	
MCS DUGOUT BAR AND GRILL	100	420	2100	44360	0000	32.13	2024	Training Dinner - Bill split 5 ways	
TST* OLDE BRICK HOUSE - S	100	420	2100	44360	0000	32.85	2024	Training Lunch	
JIMMY JOHNS # 621	100	420	2100	44360	0000	26.10	2024	Training Lunch	
JIMMY JOHNS # 621	100	420	2100	44360	0000	33.66	2024	Training Dinner	
COURTYARD ST. CLOUD	100	420	2100	44360	0000	4.80	2024	Training Incidental - Coffee	
COURTYARD ST. CLOUD	100	420	2100	44360	0000	3.00	2024	Training Incidental - Beverage	
COURTYARD ST. CLOUD	100	420	2100	44360	0000	375.09	2024	Training (Chiefs Conference) Hotel Rooms	
COURTYARD ST. CLOUD	100	420	2100	44360	0000	10.90	2024	Training Breakfast	
DELTA AIR 0062235231771	100	420	2100	44360	0000	485.20	2024	Travel Flight - Foster FBI Academy Graduation	
DELTA AIR 0062235555452	100	420	2100	44360	0000	671.20	2024	IACP Conference Flight - Wills	
DELTA AIR 0062235555451	100	420	2100	44360	0000	671.20	2024	IACP Conference Flight - Beck	
BUDGET.COM PREPAY	100	420	2100	44360	0000	253.06	2024	Travel Car Rental - Foster FBI Academy Graduation	
MAC PARKING RESERVATIONS	100	420	2100	44360	0000	120.00	2024	Travel MSP Park - Foster FBI Academy Graduation	
MAC PARKING RESERVATIONS	100	420	2100	44360	0000	130.00	2024	MSP Parking - IACP Conference	
IACP	100	420	2100	44360	0000	1,135.00	2024	IACP Conference Registration - Wills & Beck	
BCA TRAINING EDUCATION	100	420	2100	44360	0000	300.00	2024	BCA Training - Sexual Assault Investigations	
TARGET 00014563	100	420	2100	44360	0000	12.86	2024	Food for Firearms Training Attendees	
WM SUPERCENTER #3088	100	420	2100	44385	0000	34.94	2024	Gatorade and Cooler for Special Events Use	
JERSEY MIKES 24033	100	420	2100	44385	0000	198.32	2024	Food for Staff for Critical Incident	
CUB FOODS- ROGERS	100	420	2100	44385	0000	36.99	2024	Cake for Bentley Retirement	
CUB FOODS- ROGERS	100	420	2100	44385	0000	179.94	2024	Cake for Salazar/Peek Swearing In	

May 2024 US Bank P-Card Allocations								
Vendor	Account				Amount	Fiscal Year	Description	
CUB FOODS- ROGERS	100	420	2100	44385	0000	55.46	2024	Donuts/Cookies for Critical Incident
VISTAPRINT	100	420	2100	44385	0000	171.99	2024	Rogers PD Signage for Community Events
SAMS CLUB#6254	100	420	2100	44385	0000	89.08	2024	Food/Items for Swearing-In/Retirement - Salazar/Peek/Bentley
DOLLAR TREE	100	420	2100	44385	0000	54.51	2024	Food/Items for Swearing-In/Retirement - Salazar/Peek/Bentley
COSTCO WHSE#0652	100	420	2100	44385	0000	322.96	2024	Food/Items for Swearing-In/Retirement - Salazar/Peek/Bentley
I-94 W CHAMBER OF COMMERC	100	420	2100	44385	0000	60.00	2024	I-94 First Responders Luncheon Fee - Matthew & Michelle Spaniol
CARIBOU COFFEE CO #1165	100	420	2100	44385	0000	21.53	2024	Coffee-Swearing In/Retirement - Salazar/Peek/Bentley
R SOCIAL ON MAIN	100	420	2100	44385	0000	660.00	2024	Food -Swearing In/Retirement - Salazar/Peek/Bentley
DIMAGIOS PIZZA - MOTO	100	420	2100	44385	0000	212.89	2024	Pizza for Officers for Critical Incident
SP STANLEY - A PMI	100	420	2100	44385	0000	768.99	2024	Stanley Tumbler Order
I-94 W CHAMBER OF COMMERC	100	420	2100	44385	0000	70.00	2024	I-94 Chamber Luncheon Registration - Nicole
SP STANLEY - A PMI	100	420	2100	44385	0000	768.99	2024	Stanley Tumbler Order
I-94 W CHAMBER OF COMMERC	100	420	2100	44385	0000	70.00	2024	I-94 Chamber Luncheon Registration - Jennifer
SP STANLEY - A PMI	100	420	2100	44385	0000	1,312.86	2024	Stanley Tumbler Order
JIMMY JOHNS # 1235	100	420	2100	44385	0000	100.71	2024	Law Enforcement Week Lunch
JIMMY JOHNS # 1235	100	420	2100	44385	0000	100.71	2024	Law Enforcement Week Dinner
THAT'S GREAT NEWS	100	420	2100	44385	0000	347.01	2024	Crow River News Plaque
DICKSPORTINGGOODS.COM	100	420	2100	44385	0000	978.98	2024	Stanley Tumbler Order
AMAZON.COM*UA39D2PD3	100	420	2210	42000	0000	53.05	2024	Printing Paper
AMZN MKTP US*Y14B900U3	100	420	2210	42000	0000	30.39	2024	Clear organizing bins
AMZN MKTP US*VB7OM8VM3	100	420	2210	42010	0000	5.49	2024	Wireless Mouse-Public Facing Screen Setup
AMZN MKTP US*AW15N4J93	100	420	2210	42100	0000	6.85	2024	Reflective Tape
POLY TECH	100	420	2210	42105	0000	3,417.86	2024	Three pre-connect cross lay trays
TRUE NORTH GEAR	100	420	2210	42105	0000	167.30	2024	Two rope bags for the RIT packs
AMZN MKTP US*BF2T68U83	100	420	2210	42105	0000	23.28	2024	Engraving Plates & Rings-Rope Bags
CLEANNPRESS.COM	100	420	2210	42180	0000	18.46	2024	Uniform Cleaning
USPS PO 2680000985	100	420	2210	43220	0000	7.58	2024	Mail Otsego Annual Reports
CENTERPOINTENERGY MN GAS	100	420	2210	43830	0000	247.93	2024	Centerpoint Energy Balance-Fire Dept
NTE 5405	100	420	2210	44040	0000	4.19	2024	Reflector for R12. Old one fell off.
TARGET 00021931	100	420	2210	44040	0000	11.96	2024	Degreaser, lubricant, alcohol pads
MISTER CAR WASH #1601	100	420	2210	44040	0000	35.88	2024	SQ1 Car Wash Pass
CK HOLIDAY # 06405	100	420	2210	44040	0000	33.00	2024	Squad/Rescue Car Wash
CK HOLIDAY # 06405	100	420	2210	44040	0000	(1.00)	2024	Switch Holiday Account from Skow to Hagen-Test Charge
CK HOLIDAY # 06405	100	420	2210	44040	0000	1.00	2024	Switch Holiday Account from Skow to Hagen-Test Charge
PELTON* MEMBERSHIP	100	420	2210	44330	0000	47.87	2024	Peloton Membership
MN IAAI	100	420	2210	44360	0000	(275.00)	2024	IAAI Conference Registration Credit
IAAI	100	420	2210	44360	0000	(20.00)	2024	IAAI Credit
MN IAAI	100	420	2210	44360	0000	275.00	2024	MNIAAI Conference
VCN*MONTICELLODMVCTR	100	420	2210	44370	0000	27.58	2024	Title/registration for marked Fire vehicle - VIN# 1HTMMAAN13H565193
I-94 W CHAMBER OF COMMERC	100	420	2210	44385	0000	90.00	2024	Award Recipient Guest Ticket
DOLLAR TREE	100	420	2210	44385	0000	19.99	2024	Platters & plates-Skow Celebration
ALDI 72094	100	420	2210	44385	0000	81.20	2024	Food-Skow Celebration
NFSA	100	420	2230	44360	0000	(300.00)	2024	National Fire Sprinkler Class
AMAZON.COM*OA0DY0KG3	100	430	3000	42102	0000	14.49	2024	Batteries AAA & AA
AMZN MKTP US*P09834F53	100	430	3000	42102	0000	169.32	2024	Hand Towels
PAYPAL *SS/SMC	100	430	3000	42103	0000	397.89	2024	Vac motor for Imop
PAYPAL *TROWELTRADE	100	430	3000	42103	0000	89.49	2024	Rubber wipers for cement mixer
INSACOA ----INTERNET S	100	430	3000	42103	0000	103.01	2024	Wheels for jacks on four post lift
PAYPAL *BWP SALES	100	430	3000	42103	0000	36.99	2024	Impeller kit for garden hose pump
PAYPAL *DRILLSCUTTR	100	430	3000	42105	0000	32.54	2024	Metric threading die
ELK RIVER LANDFILL	100	430	3000	43840	0000	459.17	2024	Demo debris - all PW depts
PSN*MINNESOTA RWA MN	100	430	3000	44360	0000	(275.00)	2024	Refund of M. Iwanok MRWA Conf fee (paid 2x)
ST CLOUD PARKING SYSTEM	100	430	3000	44360	0000	5.00	2024	Parking LMC training
VCN*MONTICELLODMVCTR	100	430	3000	44370	0000	22.98	2024	Duplicate title for PWs vehicle
FLEET FARM ECOM 4000	100	430	3120	42105	0000	389.84	2024	Dewalt Tool Batteries
MIDWEST RAKE COMPANY LLC	100	430	3120	42105	0000	290.13	2024	3 Asphalt Rakes
AMZN MKTP US*VY3RL3363	100	450	5120	42000	0000	16.99	2024	Ipad case for Splash Pad
AMZN MKTP US*X61AT2GQ3	100	450	5120	42000	0000	101.35	2024	White/cork board, hooks, power strip, lights
AMZN MKTP US*117042DV3	100	450	5120	42000	0000	51.90	2025	Washi tape
AMZN MKTP US*458N16ZK3	100	450	5120	42000	0000	15.99	2026	Cable management equipment
AMZN MKTP US*653X206Q3	100	450	5120	42000	0000	26.99	2027	Desk lamp
AMAZON.COM*8D2HK4Z63	100	450	5120	42100	0000	20.87	2024	Hotdog roller parts
AMAZON RET* 111-642983	100	450	5120	42100	0000	51.54	2024	Scissors and new card reader for NCP
SAMSCLUB.COM	100	450	5120	42550	0000	409.40	2024	NCP Concessions Stock
SAMSCLUB.COM	100	450	5120	42550	0000	10.76	2024	NCP Concessions Stock
FACEBK* TMG3T38SM2	100	450	5186	43420	0000	23.50	2024	Ad for Wellness Classes
FACEBK* F5XDT38SM2	100	450	5186	43420	0000	2.33	2024	Ad for Wellness Classes
AMZN MKTP US*TG2EP4VT3	100	450	5186	43443	0000	11.40	2024	Books for Library Program
AMZN MKTP US*0S6W10303	100	450	5186	43443	0000	7.65	2024	Books for Library Program
AMZN MKTP US*V38T52YM3	100	450	5186	43443	0000	5.23	2024	Books for Library Program
AMZN MKTP US*SG8QN9MX3	100	450	5186	43443	0000	7.66	2024	Books for Library Program
COSTCO WHSE #0648	100	450	5186	43443	0000	65.14	2024	Cake for Volunteer Appreciation
AMAZON.COM*BB5X959N3	100	450	5186	43443	0000	16.35	2024	Books for Library Program
AMZN MKTP US*7J6B201I3	100	450	5186	43443	0000	16.18	2024	Books for Library Program
AMZN MKTP US*O17N40KD3	100	450	5186	43443	0000	36.56	2024	Tablecloth & Placemat for Volunteer Appreciation
AMZN MKTP US*YJ0081CR3	100	450	5186	43443	0000	110.96	2024	Plates & Décor for Volunteer Appreciation
AMZN MKTP US*XV2EQ0EM3	100	450	5186	43443	0000	152.99	2024	Coffee Cart for Coffee Club
WAL-MART #2882	100	450	5186	43443	0000	110.76	2024	Food & Helium for Volunteer Appreciation
COSTCO WHSE #0648	100	450	5186	43443	0000	118.01	2024	Food for Volunteer Appreciation
AMZN MKTP US	100	450	5186	43443	0000	(27.99)	2024	Bins too small
AMZN MKTP US	100	450	5186	43443	0000	(10.41)	2024	Bought a duplicate Book
TARGET 00014563	100	450	5186	43444	0000	28.74	2024	Salt & Pepper & Napkins for Dining
AMZN MKTP US*4L9U49CB3	100	450	5186	43444	0000	38.80	2024	Takeout containers for Dining
AMZN MKTP US*BB3W247Y3	100	450	5186	43444	0000	26.31	2024	Takeout containers for Dining
AMZN MKTP US*QL9EH8G93	100	450	5186	43444	0000	15.82	2024	Gloves for Dining

May 2024 US Bank P-Card Allocations									
Vendor	Account				Amount	Fiscal Year	Description		
ECM SUBSCRIPTIONS	100	450	5186	44330	0000	88.20	2024	Newspaper for senior center	
AMAZON MUSIC*DH5ZS8IK3	100	450	5186	44330	0000	11.95	2024	Music for Senior Center	
HK GRAND CASINO HOTEL	100	450	5186	44360	0000	196.68	2024	Hotel Stay for MASS Conference	
WWW.COVERSPO RTS.COM	100	450	5200	42100	0000	1,034.10	2024	Mound Cover, Fence topper for pickleball courts	
MENARDS MAPLE GROVE MN	100	450	5200	42100	0000	33.99	2024	Realtor key box for NCP	
LONESTAR BADGE AND SIGN	100	450	5200	42100	0000	35.37	2024	Name plates for Park Board	
PAYPAL *SPRAYER SUP	100	450	5200	42103	0000	41.49	2024	Spray nozzles for 3 point field weed sprayer	
AMZN MKTP US*JX2109UU3	100	450	5200	44010	0000	520.80	2024	Replacement Hand Dryer	
AMZN MKTP US*A41KW3IB3	205	450	5205	42100	0000	69.99	2024	AV Cable for scorers table	
AMAZON.COM*9N8QQ7KB3	205	450	5205	42100	0000	46.22	2024	Replacement Emergency Lights	
MENARDS MAPLE GROVE MN	205	450	5205	42100	0000	89.46	2024	Shower curtains, shower rings, bug killer, hose repair	
WALMART.COM 8009666546	205	450	5205	42100	0000	106.60	2024	Microwave for staff	
AMAZON RET* 111-642983	205	450	5205	42100	0000	95.98	2024	New card readers	
AMZN MKTP US*VN9GJ0O43	205	450	5205	42100	0000	34.94	2024	Card reader docks	
THE HOME DEPOT #2844	205	450	5205	42100	0000	186.79	2024	Building Cleaning supplies, mulch, shop vac filter	
MENARDS MAPLE GROVE MN	205	450	5205	42102	0000	42.37	2024	Electrical Items - Conduit and plug	
SAMSCLUB.COM	205	450	5205	42550	0000	363.10	2024	Concessions Stock	
SAMSCLUB.COM	205	450	5205	42550	0000	307.22	2024	Concessions Stock	
SQ *SQUARE PAID SERVICES	205	450	5205	44300	0000	35.00	2024	05/24 Square Location Fee RAC	
WS DARLEY CO	207	420	2210	42105	0000	2,775.00	2024	EV Emergency Plug x3	
WS DARLEY CO	207	420	2210	42105	0000	243.51	2024	Tax from purchase above-attempting reversal	
LUXAFOR	400	000	0000	10100	0000	136.00	2024	Teams Notification - 2024 Phone Replacement Project	
LUXAFOR	400	000	0000	10100	4005	(136.00)	2024	Teams Notification - 2024 Phone Replacement Project	
LUXAFOR	400	410	1330	43190	0000	136.00	2024	Teams Notification - 2024 Phone Replacement Project	
COUNTRYSIDE COVERS	400	420	2210	45500	0000	749.00	2024	Running boards for Utility 11	
MARKERS INC	410	450	5200	45300	2104	1,296.00	2024	Batters Box Foundations	
AMZN MKTP US*JH1Q505M3	601	494	9440	42100	0000	22.03	2024	Rechargeable Batteries & Charger	
PAYPAL *WT DIRECT	601	494	9440	42103	0000	83.71	2024	Tailgate protector for truck 35-041	
MN POLLUTION CONTROL AGEN	601	494	9440	44360	0000	130.00	2024	MPCA - Class for W. Knapp	
MN POLLUTION CONTROL SERV	601	494	9440	44360	0000	2.80	2024	MPCA CC Fee	
VCN*MONTECELLODMVCTR	601	494	9440	45500	0000	1,079.96	2024	Utility vehicle title/tax/registration - VIN# 1GT49SE76RF377175	
PAYPAL *EBAY US	602	495	9490	42103	0000	108.76	2024	Ball reciever hitch for truck 35-041	
PAYPAL *WT DIRECT	602	495	9490	42103	0000	83.71	2024	Tailgate protector for truck 35-041	
VCN*MONTECELLODMVCTR	602	495	9490	45500	0000	1,079.96	2024	Utility vehicle title/tax/registration - VIN# 1GT49SE76RF377175	
VCN*MONTECELLODMVCTR	603	496	9495	45500	0000	1,079.97	2024	Utility vehicle title/tax/registration - VIN# 1GT49SE76RF377175	
AMZN MKTP US*1R0GR49Y3	609	497	9760	42000	0000	17.39	2024	RWAS Signs	
AMAZON.COM*685H80GL3	609	497	9760	42000	0000	46.76	2024	RWAS Copy paper	
AMZN MKTP US*PU8TA3BY3	609	497	9760	42100	0000	48.04	2024	RWAS Bungee's for signs, wristbands	
CUB FOODS	609	497	9760	42100	0000	34.85	2024	RWAS Trash bags, handsoap	
CUB FOODS	609	497	9760	42540	0000	85.75	2024	RWAS Pop for resale	
CUB FOODS	609	497	9760	42550	0000	17.60	2024	RWAS Limes for resale	
CUB FOODS	609	497	9760	42550	0000	27.72	2024	RWAS Limes for resale	
SQ *ROCKIN ROGERS	609	497	9760	43420	0000	1,555.00	2024	RWAS Gold Sponsor-R/Rogers	
ILLINOIS CASUALTY COMPANY	609	497	9760	43600	0000	968.00	2024	RWAS insurance adjust THC	
ILLINOIS CASUALTY COMPANY	609	497	9760	44300	0000	24.20	2024	RWAS Credit Card Service Fee	
CUB FOODS- ROGERS	609	497	9770	42100	0000	19.80	2024	Muni fruit	
CUB FOODS- ROGERS	609	497	9770	42100	0000	24.75	2024	Muni fruit	
RESTAURANT SUPPLY	609	497	9770	42100	0000	32.37	2024	Muni bottle washer	
CUB FOODS- ROGERS	609	497	9770	42100	0000	31.74	2024	Muni fruit	
CVS/PHARMACY #04696	609	497	9770	42100	0000	22.45	2024	Muni bandaids, first aid	
CUB FOODS- ROGERS	609	497	9770	42100	0000	29.97	2024	Muni fruit, salt	
CUB FOODS	609	497	9770	42100	0000	8.91	2024	Muni fruit	
CUB FOODS	609	497	9770	42100	0000	7.92	2024	Muni fruit	
CUB FOODS	609	497	9770	42540	0000	54.69	2024	Muni Pop for mix	
CUB FOODS- ROGERS	609	497	9770	43420	0000	15.07	2024	Muni dog promo	
SQ *SQUARE PAID SERVICES	609	497	9770	44300	0000	35.00	2024	05/24 Square Location Fee Event Center	
AMAZON PRIME*JW4VD1FL3	609	497	9770	44330	0000	16.31	2024	Muni Prime subscription May	
	100	000	0000	10100	0000	(39,490.65)		May 2024 P-Card Allocations	
	205	000	0000	10100	0000	(1,377.67)		May 2024 P-Card Allocations	
	207	000	0000	10100	0000	(3,018.51)		May 2024 P-Card Allocations	
	400	000	0000	10100	0000	(885.00)		May 2024 P-Card Allocations	
	410	000	0000	10100	0000	(1,296.00)		May 2024 P-Card Allocations	
	601	000	0000	10100	0000	(1,318.50)		May 2024 P-Card Allocations	
	602	000	0000	10100	0000	(1,272.43)		May 2024 P-Card Allocations	
	603	000	0000	10100	0000	(1,079.97)		May 2024 P-Card Allocations	
	609	000	0000	10100	0000	(3,124.29)		May 2024 P-Card Allocations	
				Total		(52,863.02)			
				Payment Total		52,863.02			
				Difference		-			



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: June 11, 2024

Agenda Item: No. 5.3

Subject: Approval of New Massage Therapist License for John Calvin Bataclan

Prepared By: Stacie Brown, City Clerk

Recommended City Council Action

Motion to approve a new Massage Therapist License for John Calvin Bataclan.

Overview / Background

Council adopted an Ordinance requiring Massage Therapists to be licensed and approved through the City.

John Calvin Bataclan has applied for a Massage Therapist License, provided all required paperwork and fees, and passed a background investigation through the Rogers Police Department.

If approved, the license will be effective immediately, and valid through December 31, 2024.

Staff Recommendation

Motion to approve a new Massage Therapist License for John Calvin Bataclan.



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: June 11, 2024

Agenda Item: No. 5.4

Subject: Approval of Rogers Police Department's Wellness, Recruitment, and Retention Policy and Accompanying Memorandums of Agreement

Prepared By: Daniel Wills, Chief of Police

Recommended City Council Action

Approval of Rogers Police Department's Wellness, Recruitment, and Retention Policy and Accompanying Memorandums of Agreement.

Overview / Background

It is a priority of the City of Rogers and Rogers Police Department to promote employee wellness and fitness for duty to support a healthy quality of life. The Rogers City Council graciously approved an enhanced wellness program for the 2024 budget which supports employees of the Rogers Police Department by providing proactive wellness resources, critical incident response and follow-up support, and providing incentives for recruitment and retention. The City of Rogers and Sergeant and Police Officer Unions have reached an agreement via Memorandums of Agreement which outline the specifics of the wellness program and incentives. All non-union staff will fall under Rogers Police Department Policy 1059, which significantly mirrors the Memorandums of Agreement.

Policy 1059 and the Memorandums of Agreement have been vetted and approved by our Public Safety Task Force and City Labor Attorney.

The Rogers Police Department thanks the Rogers City Council and City leadership for their continued commitment to the wellbeing of our staff!

Staff Recommendation

Approval of Rogers Police Department's Wellness, Recruitment, and Retention Policy and Accompanying Memorandums of Agreement.

ATTACHMENTS:

Description

RPD Wellness Policy 1059

RPD Wellness Policy 1059 Attachment

Memorandum of Agreement - Sergeant Union

Memorandum of Agreement - Police Officer Union

Wellness Program

1059.1 POLICY

It is the policy of the Rogers Police Department to prioritize member wellness to promote fitness for duty and support a healthy quality of life. The Department provides a wellness program that supports its members with proactive wellness resources, critical incident response and follow-up support while providing incentives for recruitment and retention.

1059.2 WELLNESS PROGRAM

The wellness program is intended to be a holistic approach to a member's well-being and encompasses aspects such as physical fitness and mental wellness.

Additional information on member wellness is provided in the:

- Line-of-Duty Deaths Policy
- Drug-Free and Alcohol-Free Workplace Policy

1059.2.1 PHYSICAL WELLNESS

The Department recognizes the importance of all employees maintaining a physically fit and overall healthy lifestyle. Law enforcement is a physically and mentally demanding profession, and those that maintain an adequate level of physical fitness are more equipped to handle situations that arise in the course of their duties. Employees who remain physically fit also lessen their chance of being injured while on duty.

1059.2.2 MENTAL WELLNESS

To assist department members with the unique stressors that are endured due to critical incidents or cumulatively over the course of a career, the Department requires members to attend an annual wellness check-in with a department-approved therapist. Department members may opt to use their own therapist for the annual check-in.

1059.2.3 RETENTION AND RECRUITMENT

Department employee recognition programs formally recognize the significant contributions and commitment of staff to the community. The program serves to promote engagement in recruitment to build a cohesive and effective workforce for the overall benefit of the community.

1059.2.4 CRITICAL INCIDENT STRESS DEBRIEFINGS

Department members may be required to attend a Critical Incident Stress Debriefing following a critical incident. The debriefing is not part of any investigative process. Notes and recorded statements shall not be taken because the sole purpose of the debriefing is to help mitigate the stress-related effects of a critical incident. Care should be taken not to release or repeat any communication made during the debriefing unless otherwise authorized by policy, law, or a valid court order.

Attendance at the debriefing may be comprised of peer support members, peer support counselors, and/or critical incident stress management team members, and those directly involved in the incident.

Members who witness a critical incident are prohibited from providing critical incident stress management services at a debriefing about an incident that they witnessed (Minn. Stat. § 181.9732).

1059.3 PEER SUPPORT COUNSELOR COMMUNICATIONS

Communications with peer support counselors are confidential and shall not be disclosed except as provided in Minn. Stat. § 181.9731. A peer support counselor is an individual who is designated by the Department and trained to provide peer counseling services (Minn. Stat. § 181.9731).

1059.4 CRITICAL INCIDENT STRESS MANAGEMENT TEAM MEMBER COMMUNICATIONS

Communications with critical incident stress management team members are confidential and shall not be disclosed except as provided in Minn. Stat. § 181.9732. A critical incident stress management team member is an individual who is designated by the Department and trained to provide critical incident stress management services (Minn. Stat. § 181.9731).

1059.5 PEER SUPPORT COMMUNICATIONS

Although the Department will honor the sensitivity of communications with peer support members, there is no legal privilege to such communications.

Additional details that support the Wellness Program Policy (1059) can be found in the Policy 1059 Attachment.

POLICY 1059 ATTACHMENT

1059.2.1 PHYSICAL WELLNESS

Employees will receive a \$100 per month allowance that will be used to supplement the cost of fitness facility memberships and/or to purchase fitness equipment.

1059.2.2 MENTAL WELLNESS

Employees are required to attend one annual wellness check-in/therapy session with a Department-approved therapist. An employee may opt to use their own therapist if they do not want to use the Department-approved therapist for the one annual wellness check-in/therapy session.

The City agrees to reimburse employees for up to 12 wellness check-ins/therapy sessions with a licensed mental health care provider during a calendar year, in addition to the one annual wellness check-in/therapy session, not to exceed \$200 per session, or \$2400 annually upon submission of proof of attendance and an invoice.

The Department provides wellness days in addition to any accrued time. Wellness days must not be taken on days below minimum coverage and must receive prior approval from the employee's immediate supervisor. These days may not be cashed out and cannot be carried over to the next year.

The mental health days are allocated as follows:

POST licensed employees	3 days
Full-time non-licensed employees	2 days
Part-time employees	1 day

1059.2.3 RETENTION AND RECRUITMENT

POST licensed employees shall receive a \$1500 lump sum payment at the end of the pay period corresponding with their annual employment anniversary date on or after January 1, 2024. The calculation of the one year of employment may include time prior to January 1, 2024.

Full-time non-licensed staff shall receive a lump sum payment of \$1000, and part-time staff shall receive a lump sum payment of \$750, to promote wellness and retention. The payment will be made under the same criteria for POST licensed employees.

The City encourages employees to use these funds to assist in maintaining a healthy work-life balance and/or leisure activities which contribute to wellness.

Employees shall be compensated for successfully recruiting a police officer candidate to the police department; as evidenced on the candidate's employment application, who is hired by the City and successfully completes field training. The recruiting employee shall receive a lump sum payment in the amount of \$1000 upon the candidate's hire and successful completion of the field training program. The recruiting employee shall receive an additional lump sum payment in the amount of \$1000 upon the candidate's successful completion of probation.

Employees shall be compensated for successfully recruiting a community service officer candidate to the police department; as evidenced on the candidate's employment application, who is hired by the City and successfully completes field training. The recruiting employee shall receive a lump sum payment in the amount of \$500 upon the candidate's successful completion the of the field training program.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the City of Rogers (hereafter "City"); and Law Enforcement Labor Services, Inc. (hereafter Union) representing L.E.L.S. Local #377 Sergeants.

WHEREAS, the City and Union, are parties to a collective bargaining agreement; and

WHEREAS, the City recognizes the unique stressors faced by law enforcement and the need to promote wellness, recruitment, and retention in order to maintain a healthy workforce;

NOW, THEREFORE, the City and the Union agree as follows:

1. Employees will receive a \$100 per month allowance that will be used to supplement the cost of fitness facility memberships and/or to purchase fitness equipment.
2. Following one year of employment, employees will receive a \$1,500 lump sum payment at the end of the pay period corresponding with their annual employment anniversary date on or after January 1, 2024. The calculation of the one year of employment may include time prior to January 1, 2024. The City encourages employees to use these funds to assist in maintaining a healthy work-life balance and/or leisure activities which contributes to wellness.
3. Employees shall be compensated for successfully recruiting a police officer candidate to the police department, as evidenced on the candidate's employment application, who is hired by the City and successfully completes field training. The recruiting employee will receive a lump sum payment in the amount of \$1,000 upon the candidate's hire and successful completion of the field training program. The recruiting employee will receive an additional lump sum payment in the amount of \$1,000 upon the candidate's successful completion of probation.
4. Employees shall be compensated for successfully recruiting a community service officer candidate to the police department, as evidenced on the candidate's employment application, who is hired by the City and successfully completes field training. The recruiting employee will receive a lump sum payment in the amount of \$500 upon the candidate's successful completion of the field training program.
5. Employees are required to attend one annual wellness check-in/therapy session with a Department approved therapist. An employee may opt to use their own therapist if they do not want to use the Department-approved therapist for the one annual wellness check-in/therapy session. The City agrees to reimburse employees for up to 12 wellness check-ins/therapy sessions with a licensed mental health care provider during a calendar year, in addition to the one annual wellness check-in/therapy session, not to exceed \$200 per session, or \$2400 annually upon submission of proof of attendance and an invoice.
6. The City will provide 3 paid wellness days to employees, that must be taken when staffing levels are above minimums and with the prior approval of their

immediate supervisor. These days may not be cashed out and will not be carried over to the next year.

7. This agreement will be in effect January 1, 2024, and will automatically sunset effective December 31, 2025, but may be renewed upon the agreement of the City and the Union.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement on this ____ day of _____ 2024.

**FOR THE CITY OF ROGERS
LABOR**

**FOR LAW ENFORCEMENT
SERVICES, INC.**

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the City of Rogers (hereafter "City"); and Law Enforcement Labor Services, Inc. (hereafter Union) representing L.E.L.S. Local #509 Police Officers.

WHEREAS, the City and Union, are parties to a collective bargaining agreement; and

WHEREAS, the City recognizes the unique stressors faced by law enforcement and the need to promote wellness, recruitment, and retention in order to maintain a healthy workforce;

NOW, THEREFORE, the City and the Union agree as follows:

1. Employees will receive a \$100 per month allowance that will be used to supplement the cost of fitness facility memberships and/or to purchase fitness equipment.
2. Following one year of employment, employees will receive a \$1,500 lump sum payment at the end of the pay period corresponding with their annual employment anniversary date on or after January 1, 2024. The calculation of the one year of employment may include time prior to January 1, 2024. The City encourages employees to use these funds to assist in maintaining a healthy work-life balance and/or leisure activities which contributes to wellness.
3. Employees shall be compensated for successfully recruiting a police officer candidate to the police department, as evidenced on the candidate's employment application, who is hired by the City and successfully completes field training. The recruiting employee will receive a lump sum payment in the amount of \$1,000 upon the candidate's hire and successful completion of the field training program. The recruiting employee will receive an additional lump sum payment in the amount of \$1,000 upon the candidate's successful completion of probation.
4. Employees shall be compensated for successfully recruiting a community service officer candidate to the police department, as evidenced on the candidate's employment application, who is hired by the City and successfully completes field training. The recruiting employee will receive a lump sum payment in the amount of \$500 upon the candidate's successful completion of the field training program.
5. Employees are required to attend one annual wellness check-in/therapy session with a Department approved therapist. An employee may opt to use their own therapist if they do not want to use the Department-approved therapist for the one annual wellness check-in/therapy session. The City agrees to reimburse employees for up to 12 wellness check-ins/therapy sessions with a licensed mental health care provider during a calendar year, in addition to the one annual wellness check-in/therapy session, not to exceed \$200 per session, or \$2400 annually upon submission of proof of attendance and an invoice.
6. The City will provide 3 paid wellness days to employees, that must be taken when staffing levels are above minimums and with the prior approval of their

immediate supervisor. These days may not be cashed out and will not be carried over to the next year.

7. This agreement will be in effect January 1, 2024, and will automatically sunset effective December 31, 2025, but may be renewed upon the agreement the City and the Union.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement on this ____ day of _____ 2024.

**FOR THE CITY OF ROGERS
LABOR**

**FOR LAW ENFORCEMENT
SERVICES, INC.**



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: June 11, 2024

Agenda Item: No. 5.5

Subject: Approval of a Proposal by Veit for Demolition Services of City-Owned Properties and Authorization to Enter into a Contract

Prepared By: Brett Angell, Community Development Director

Recommended City Council Action

Motion to recommend approval of a proposal by Veit for demolition services of city-owned property with the additional services as requested by staff and authorization to enter into an demolition agreement.

Overview / Background

At the end of April, city staff published a request for proposals (RFP) for demolition services of city-owned property. The RFP included the demolition of 13017 Main Street (former Holiday gas station), 13009 Main Street (triplex property), and the freestanding sign at 21701 Industrial Blvd (former Boyer Trucks). The RFP was sent directly to eight companies which specialize in demolitions. A copy of the RFP is attached to this memorandum for reference.

Following the RFP being sent out, multiple interested parties expressed interest in providing the services. Proposals were due to the city by June 1st. A total of four proposals were received. The lowest price proposal was submitted by Veit which came in at \$22,849. The proposal covered all areas that were included in the RFP, however upon additional internal conversations, additional services (utility disconnects of water and sewer) are being requested to be completed by the contractor. This will be an additional cost above the the proposal.

Veit is a well recognized local business which has the capability and qualifications to complete the work as requested. Upon approval by the City Council, the city will enter into an agreement with Veit for the services prior to the start of the demolitions. Exact demolition dates have not yet been scheduled but staff anticipates the work will be completed before September.

The demolition services are considered an eligible expense of the city's TIF1 account due to the locations of the buildings. This account will be utilized for the demolition services and there are no levy or general fund impacts with the proposed demolitions.

Staff Recommendation

Staff recommends approval of the proposal by Veit for demolition services of city-owned property with the additional services as requested by staff and authorization to enter into an demolition agreement.

Financial Impact: \$22,849 +
additional services

Budgeted?

Source Fund: TIF1

Notes:

ATTACHMENTS:

- Description
- Veit Proposal
- Demolition Contract



June 1, 2024

Community Development Department
Attn: Brett Angell, Rogers Community Development Director
City of Rogers
22350 S Diamond Lake
Rogers, MN 55374

RE: RFP Demolition Services, Rogers MN
13017 Main St., 13009 Main St., 21701 Industrial Blvd.

Dear Brett Angell,

Thank you for the opportunity to provide the following proposal in accordance with your requirements listed in the bid documents. If you require further information or documentation, please feel free to reach me directly.

Attachments included are:

- Cover Letter
- Itemized Price Estimate
- References
- Proposed Schedule of Work
- Certificate of Insurance

Thank you,

Lauren Osborn
Estimator II
Veit & Company, Inc.
763-428-2242
612-749-1824
Lauren.osborn@veitusa.com

ROGERS VARIOUS BUILDING DEMOLITION

Attn: Brett Angell

Location: Rogers, MN

Date: May 31st, 2024

Proposal:

Former Holiday and Residential Demolition	1	LS	\$ 22,849.00
Deduct Alternate: if City removes Universal Waste	1	LS	-\$2,400.00
Add Alternate: If 6' Chain Link fence is required	1	LS	\$5,400.00

Clarifications/Notes/Assumptions

- City will complete all utility disconnects including water, sanitary, electric, gas, low voltage, etc.
- City will seed site.
- City will waive all permit fees for Demolition, Hydrant, Erosion Control.
- Expected duration with asbestos abatement, MSW & Universal waste removal, demolition and backfilling 2 weeks.

Includes

- Mobilization
- Rogers Demolition Permit
- MPCA 10 Day Notification
- Asbestos Abatement per Braun Interec surveys dated 2/29/2024
- MSW Removal – Including Personal belongings, Papers, Furniture, etc.
- Universal waste removals including fluorescent lamps, ballasts, exit signs, emergency lights, batteries, parking lot lights, mercury switches, chemicals, glycol, appliances, smoke detectors, fire extinguishers, electronics, door closers and freon.
- Removal of Various chemicals in the structure
- Supervision/coordination
- Demolition of Commercial and Residential Structures at 13009 and 13017 Main Street
- Legal hauling and disposal of demolition waste
- Legal hauling and recycling of Concrete Material
- Backfilling and Topsoiling for each site
- Installation of Orange Snow fence for the duration of demolition
- ALL salvage to become property of Veit

Excludes

- ANY Utility disconnects, relocations, removals – Power, Gas, Fire Protection, Etc.
- Site Seeding
- Site Fencing – Chain Link
- Dewatering
- Survey and GPS As-builts
- Building Underpinning/Support – Shoring, Retention, Etc.
- Site Engineering
- Private Utility Locates
- Traffic Control
- Contaminated/Regulated Soils Handling or Disposal
- Underground UST's/ Oil & Water Separators
- All Testing and Inspections such as Density and Moisture Testing, Soil Testing.

BOND: Add 1% to contract Value

Respectfully,

Lauren Osborn

Company	Contact	Phone
Gilbane Construction	John Gilroy	414-287-2610
J.H. Findorff & Sons, Inc.	Eric Plautz	608-209-1710
Northwestern Mutual Life Ins. Co.	Scott Wollenzein	414-665-7301
Hunzinger Construction Co.	Jon Jansen	414-640-0904
Hunzinger Construction Co.	Matthew Arenberg	262-780-9118
City of Racine	Michael Lechner	262-636-9112
CG Schmidt, Inc	Bryce Unger	414-614-5340
CG Schmidt, Inc	Tom Pagel	414-577-1177
Kraus-Anderson Construction	Wes Will	612-817-6603
Braun	Chris Thompson	612-309-5179
Meritex Corporation	Dan Williams	651-295-5008
Jackson Demolition	Mark Ramun	980-266-4932
City of Racine, Wisconsin	Peggy Langdon	262-631-7150
VJS Construction	Levi Luck	262-446-6463
Dairyland Power Cooperative	Mike McCullick	608-792-5193
Austin Utilities	Alex Baumgardner	507-434-4453
Georgia Pacific Corp.	Chris Collin	920-438-4170
The Boldt Company	Pete Selmo	262-446-7162
BNSF Railway Company	Andrew Barthel	913-551-4099
MSA Professional Services, Inc.	Jon D. Herdegen	612-548-3124
Market & Johnson	Jeremy Drake	715-834-1213



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Prop & Casualty Serv Inc. PO Box 370 612 Tenney Mountain Highway Plymouth NH 03264	CONTACT NAME: Edgar Mendoza PHONE (A/C, No, Ext): 949-414-4041 E-MAIL ADDRESS: edgar.mendoza@nfp.com FAX (A/C, No):
INSURED Veit & Company, Inc. 14000 Veit Place Rogers MN 55374	INSURER(S) AFFORDING COVERAGE INSURER A: Navigators Insurance Company INSURER B: Endurance American Specialty Insurance Company INSURER C: Zurich American Insurance Company INSURER D: Steadfast Insurance Company INSURER E: Gemini Insurance Company INSURER F: Aspen Specialty Insurance Company
	NAIC # 42307 41718 16535 26387 10833 10717

COVERAGES**CERTIFICATE NUMBER:** 695176529**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GLO5648730-01	1/1/2024	1/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ MCS-90			BAP5648731-01	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$			MR24EXC204697IV ELD30000907805 CEX09604031-04 CX00A8424	1/1/2024 1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025 1/1/2025	EACH OCCURRENCE \$40,000,000 AGGREGATE \$40,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WC5648729-01 WC5146868-01	1/1/2024 1/1/2024	1/1/2025 1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Contractors Pollution Liability Professional Liability			EOC 5166979-01	1/1/2024	1/1/2025	Each Claim 10,000,000 Each Claim 5,000,000 Retention 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Veit & Company, Inc.

Endorsement Effective Date: 01/01/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

As required by written contract in effect prior to any related Claim

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP5648731-01	01/01/2024	01/01/2025	01/01/024			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO5648730-01

Effective Date: 01/01/2024

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO5648730-01

Effective Date: 01/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) **ISO CG 20 10 (10/01 edition)**; or
- b. The **ISO CG 20 37 (10/01 edition)**,

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) **ISO CG 20 10 (07/04 edition)**; or
- b. The **ISO CG 20 37 (07/04 edition)**,

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
 - (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract in effect prior to any related Claim
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. WC5648729-01 Endorsement No.
Insured: Veit & Company, Inc. Premium \$

Insurance Company: American Guarantee and Liability Countersigned by
Insurance Company _____

CONTRACT FOR DEMOLITION SERVICES

THIS CONTRACT FOR DEMOLITION SERVICES (“Contract”) is made and entered into this ____ day of _____, 2024, by and between Veit & Company, Inc., a Minnesota corporation Contractor”) and the City of Rogers, a municipal corporation in the County of Hennepin, State of Minnesota (“City”), for the demolition of certain building(s) and structure(s). Proposed demolition locations include: 13017 Main Street, 13009 Main Street, and a free-standing sign at 21701 Industrial Boulevard.

RECITALS

- A. The City sought written quotes pursuant to the procedures required by Minnesota Statutes, section 471.345, for the demolition of certain buildings located at 13017 Main Street, 13009 Main Street, and a freestanding sign located at 21701 Industrial Boulevard, Minnesota (the “Property”).
- B. The City has decided to award this Contract to the Contractor for the demolition of:

(One or More of the Following)

- ☒ 13017 Main Street – former gas station/convenience store (“Property 1”)
- ☒ 13009 Main Street – residential triplex plus detached garage (“Property 2”)
- ☒ 21701 Industrial Boulevard – Free-Standing Sign (“Property 3”)

Property 1, Property 2, and Property 3 may hereinafter be referred to individually or collectively as the “Properties”.

- C. The Contractor represents that it has the necessary personnel, experience, equipment, competence, and legal right to perform the demolition, and is ready, willing, and able to do so in accordance with the terms and conditions of this Contract.

AGREEMENT

In consideration of the mutual obligations contained herein, and intending to be legally bound, the parties hereby covenant and agree as follows:

Section 1. Scope of Work.

- 1.1. Demolition Services. The Contractor will perform all demolition services, including the removal and off-site disposal of the resulting debris, required to demolish the Properties as noted above, in accordance with the terms and conditions of this Contract and the

plans, specifications, and descriptions of the demolition work attached hereto as Exhibit A (collectively, the “Work”).

- 1.2. Hazardous Materials. Hazardous materials surveys for Property 1 and Property 2 have been provided to the Contractor. Contractor shall remove and properly dispose of any hazardous materials as defined in the provided surveys.
- 1.3. Work Schedule. Prior to the commencement of Work by the Contractor, the City and the Contractor shall meet to review the sequence of the Work, agree upon a schedule for the completion of the Work, and to designate project superintendents, one for each party, who shall be each party’s representative for purposes of this Contract. The parties agree that such Work schedule shall be incorporated fully into this Contract and shall be attached hereto as Exhibit B.
- 1.4. Completion. Contractor shall commence the Work on or after July 1, 2024 and Substantial Completion of the Work shall be achieved no later October 31, 2024.
- 1.5. Representations. The Contractor agrees to undertake the Work for the City to the extent and in the manner set forth in this Contract. The Contractor represents and warrants to the City that it has sufficient experience in providing such Work and has sufficient personnel and equipment to perform the Work in a timely, efficient, and workmanlike manner consistent with the terms of this Contract and consistent with industry standards.
- 1.6. Discretion. The Contractor shall exercise its discretion in performing the Work, but the Work to be performed is limited in both location and scope as specifically indicated by the City.
- 1.7. Property Conditions. The City assumes no responsibility for the actual condition of the Property. The conditions existing at time of inspection for proposal purposes will be maintained by the City to the extent practicable. The City shall ensure that Building(s) will be vacated and use of the Property will be discontinued prior to start of the Work.
- 1.8. Wells and Underground Storage Tanks. The City is not aware of any wells or underground storage tanks within or underneath the Properties. Discovery of any such items by Contractor during demolition may require Contractor to halt the demolition work until well sealing or tank removal is completed by the City’s respective specialty contractors at City expense. If any evidence of wells or underground storage tanks are discovered during the demolition process, Contractor shall immediately notify Brett Angell, Community Development Director, at (763)428-0915 so he can order the well sealing or tank removal. Contractor is not entitled to additional compensation for any delays resulting from the necessity to halt demolition work for such work removal, except that the completion deadline shall be extended to accommodate the delay.
- 1.9. Equipment. The Contractor shall furnish all supplies, except as otherwise provided herein, equipment, tools, licensed equipment operators, and supervision necessary to perform the Work to be rendered under this Contract. The Contractor shall be

responsible for properly maintaining and ensuring the continued functioning of all equipment and for maintaining a sufficient number of adequately trained and experienced personnel to operate it. Contractor shall provide water, electricity, communications and toilet facilities on site as necessary to complete the Work. The City is in no way responsible for any equipment failures, breakdowns, accidents, or personnel issues the Contractor may encounter in providing the Work under this Contract.

- 1.10. Underground Utilities. Contractor shall be responsible for calling Gopher State One Call for the location of any underground utilities on or adjacent to the property prior to demolition.
- 1.11. Debris. All the debris resulting from the Work shall become the property and responsibility of the Contractor. Contractor may salvage any of the materials and equipment from the Property as it may desire and must properly dispose of the demolition debris in a properly licensed disposal facility. Any salvaged items must be removed from the Property in a timely manner as they are salvaged. On-site storage or sale of salvaged items is prohibited.
- 1.12. Water. Water for wetting the demolition area and debris will be available from a temporary meter to be installed on an adjacent hydrant. Contractor shall pay the required deposit for the meter, but the City will not charge the Contractor for water usage, provided that such use is reasonable under the circumstances.
- 1.13. Explosives. The use of explosives and on-site burning by the Contractor is prohibited.
- 1.14. Site Access. Contractor shall provide and maintain uninterrupted vehicular access to the Property, including temporary demolition facilities, storage and work areas, for not only persons and equipment involved in the project but also emergency vehicles. Contractor shall keep fire hydrants and water control valves free from obstruction and accessible for use.
- 1.15. Utilities. The Contractor shall disconnect and abandon utilities serving the Properties including water and sanitary sewer; or arrange for disconnection and abandonment of same prior to the beginning of the work. The City will also notify other private utilities such as Century Link, Xfinity, Xcel Energy, and Centerpoint Energy of the upcoming demolition
- 1.16. Permits. A Building Permit for Demolition is required. Permit fees will be based on the value of work meaning the Contractor's proposal price. Contractor shall submit the permit application and pay the required fee. Questions about permits or fees should be directed to Brett Angell, Community Development Director.

Contractor shall have a city inspection to verify complete foundation removal.

- 1.17. MPCA Notice. Contractor shall notify MPCA of the upcoming demolition and provide a copy of the notification to the City.

- 1.18. Safeguard Properties. Contractor shall take all necessary safeguards to prevent damage to neighboring properties.
- 1.19. Traffic. Prior to closing or rerouting existing traffic lanes or sidewalks in any public street easement or right-of-way adjacent to streets, the Contractor shall obtain written permission from the City. Expenses related to lane closures including, but not limited to, traffic barriers, signs and similar equipment as well as traffic control personnel, shall be the responsibility of the Contractor.
- 1.20. Safety. Contractor shall maintain and enforce all required safety standards for the protection of life and property. The Contractor shall provide and maintain necessary signage and safe working conditions. All such costs and requirements shall be the responsibility of the Contractor.
- 1.21. Hours. Contractor may only undertake Work on the Property between the hours of 7:00 A.M. and 7:00 P.M., Monday through Friday, unless otherwise authorized by the City.

Section 2. Contract Price.

- 2.1. Lump Sum. The City agrees to pay the Contractor a lump sum amount of \$ _____ for all Work to be performed under this Contract (“Contract Price”). The Contract Price is an all-inclusive amount and City shall not be required to pay the Contractor any other amounts under this Contract. There are no unit price items or costs associated with the Work.
- 2.2. Payment. The Contractor shall be paid in accordance with the payment schedule established by the parties and attached hereto as Exhibit D. All requests for payment must satisfy Minnesota Statutes, sections 471.38, 471.391, and other applicable laws. The request for payment, or portion thereof, will remain unpaid until the Contractor supplies the City with the required information.
- 2.3. Prompt Payment. The City will pay the Contractor promptly in accordance with the prompt payment requirements set forth in Minnesota Statutes, section 471.425, except to the extent payment is withheld for failure to provide sufficient detail or because of default as provided herein. In such cases, no interest or penalties shall accrue on any withheld amounts.
- 2.3. Application for Payment. Prior to receiving payment for Substantial Completion of the Work, the Contractor shall, in writing, state that the respective portion of the Work has been substantially completed and is free and clear of all liens as provided in this Contract. Upon Substantial Completion and inspection and verification by the City, the payment for that portion of the Work shall be made. Final payment shall be made when Contractor certifies that Final Completion has been achieved and verified by the City and upon receipt of a proof of withholding certificate (IC-134) pursuant to the requirements of Minnesota Statutes, section 270C.66.

- 2.4. Change Orders. This is a lump sum contract. Contractor must immediately contact the City prior to exceeding the Contract Price set out in Section 2.1. Change orders for additional payment will not be granted as a result of the Contractor under-estimating quantities of material(s). The City shall have the right, within the general scope of the Work and without notice to any surety or sureties of the Contractor, if any, to make changes in the Work, either by altering the nature of same or by adding to or deducting from it. All changes shall, except in the case of emergencies endangering the safety of persons or property, be made by written change order. The parties shall determine the effect of any change order on the Contract Price and project schedule by mutual agreement. The Contractor shall promptly comply with any and all written change orders. No such change order shall be deemed to invalidate the remaining terms and conditions contained in the Contract.

Section 3. Term and Termination.

- 3.1. Term. This Contract shall be effective upon execution and shall terminate upon Final Completion, unless it is terminated earlier by law or by either party in accordance with the provisions of this Contract.
- 3.2. Termination. The City may terminate this Contract without cause upon giving the other party 60 days' written notice. The City may terminate this Contract without providing 60 days' notice if it determines, in its sole discretion, the Contractor failed to correct a default after a Notice of Default as provided herein. The City may terminate this Contract immediately upon delivery of a notice of termination on the Contractor if the City determines immediate termination is necessary in order to protect public safety. A notice of immediate termination shall state the reasons for the termination. The Contractor may terminate this Contract without providing 60 days' notice if the City fails to correct a default following a notice of default as provided herein.

Section 4. Default.

- 4.1. Excusable Delays. The following circumstances, and only these circumstances, will, at the City's discretion, be considered legitimate cause for a change in the commencement and/or completion time periods specified in Section 3 of this Contract:
- (a) Material delays. Material delays that are beyond the control of the Contractor, which can be shown to have directly caused the overall late completion;
 - (b) Adverse weather and emergency conditions. Weather or emergency conditions that directly affect the scheduling of exterior work over a significant portion of the term of this Contract;
 - (c) Strikes. Contractors who face union work stoppage in the case where they have to rely on such a work force in order to complete the Work;

- (d) Amendments. Amendments in the original scope of the Work, which can be reasonably shown to require an extension of the time allowed for completion; and
- (e) Other delays. Act or neglect of the City, or of an employee of either, or of a separate contractor employed by the City, or by changes ordered in the Work or by unavoidable casualties or other causes beyond the Contractor's control.

In such cases, the Contractor shall notify the City as soon as possible of its inability to perform. The City and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable effort to mitigate the effects.

4.2. Default by Contractor. Unless excused by the City's default, any of the following shall constitute a default on the part of the Contractor. The City may exercise its reasonable discretion to determine if any of the following events of default have occurred. Events of default include one or more of the following:

- (a) Failure to promptly repair or replace the equipment, personnel, and materials as needed to perform the Work required hereunder in a timely manner;
- (b) Failure to promptly or properly deliver the Work as required by this Contract;
- (c) Making any material misrepresentation regarding its experience, equipment, personnel, or any other matter directly related to its ability to provide the Work at any time during the term of this Contract, or making a material misrepresentation in an invoice or regarding any provision or condition relied upon by the City in the making or continuation of this Contract;
- (d) The voluntary or involuntary filing for bankruptcy; or
- (e) Failure to perform or comply with any other material provision of this Contract.

4.3. Default by City. Unless excused by the Contractor's default, any of the following shall constitute a default on the part of the City:

- (a) The persistent or repeated failure or refusal to pay the Contractor payments due under this Contract for the Work properly performed, unless the nonpayment is due to Contractor's default or failure to submit sufficiently detailed claims;
- (b) Making material misrepresentations either in the attached exhibits and documents or in any other provisions or conditions relied upon in making this Contract; or
- (c) Persistent or repeated failure to perform any other material provision of this Contract.

- 4.4. Notice of Default. Unless otherwise provided in this Contract, no event shall constitute a default giving rise to the right to terminate unless and until written notice of default is given to the defaulting party, specifying the particular event, series of events, or failure constituting the default and the cure period. The minimum cure period shall be 10 days unless the City determines it needs to act sooner to terminate this Contract in order to protect public safety.
- 4.5. Failure to Cure. If the party in default fails to cure the specified circumstances as described by the notice of default within the specified cure period, then the non-defaulting party may immediately terminate this Contract upon written notice of termination to the defaulting party. This Contract shall be deemed terminated effective upon the terminating party providing the notice of termination to the other party.
- 4.6. Withholding of Payment and Damages. Notwithstanding any other provision of this Contract, the City may, after giving notice of default, withhold, without penalty or interest, any payment which becomes due after a notice of default is given until the default is excused, waived in writing, cured, or the Contract is terminated. The City may deduct as damages from any money due or coming due to the Contractor any costs the City incurs to select and enter into an agreement with another contractor to perform all or any portion of the Work the Contractor failed to perform. The Contractor shall not be responsible for the cost of the work performed by the other contractor selected by the City, except as may be determined through a civil action filed by the City, but the City may deduct as damages the difference between the Contractor's price and the higher price or cost the City incurs to have the Work performed by the other contractor as well as any additional administrative and professional fees incurred by the City as a result of the Contractor's default.
- 4.7. Reperformance. The City may require Contractor, at Contractor's sole expense, to reperform any items of the Work that do not meet the established specifications, standards, or City directives.
- 4.8. Remedies Cumulative. Any remedies available to the City are cumulative and not exclusive. The seeking or exercising by the City of a remedy does not waive its right to seek or exercise any other remedy available to it at law, in equity, by statute, or under this Contract.
- 4.9. Preservation of Other Remedies. The rights and remedies of the City provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 4.10. Cost of Defense. In the event Contractor fails to perform the Work in compliance with all applicable local, state, and federal laws, permits, rules, and regulations, the Contractor shall reimburse the City for any civil or criminal penalties or costs of defense the City incurs due to such violations.

- 4.11. Liquidated Damages. Should the Contractor fail to complete the Work on or before the Final Completion Date, there may be deducted from any monies due or that may become due to the Contractor, the sum as set forth in the following schedule, for each and every calendar day, exclusive of Saturdays and Sundays, that the work shall remain uncompleted. This sum shall be considered and treated, not as a penalty, but as liquidated damages.

Schedule of Liquidated Damages

From More Than (in \$)	To and Including (in \$)	Change Per Calendar Day (in \$)
0	25,000	75
25,000	50,000	125
50,000	100,000	250
100,000	500,000	500
500,000	1,000,000	750
1,000,000	2,000,000	1,250
2,000,000	5,000,000	1,750
5,000,000	10,000,000	2,500

If the City permits the Contractor to continue and finish the Work or any part thereof after the time fixed for its completion, or after the date to which the time for completion may have been extended, such permission shall in no way be construed as a waiver on the part of the City of any of its rights under the Contract. The City does not forfeit its right to recover liquidated damages from the Contractor or any surety by taking over the Work or by the termination of the Contract.

Section 5. Waiver and Indemnification.

- 5.1. Waiver. It is agreed that the Work is undertaken at the sole risk of the Contractor. The Contractor does expressly forever release the City from any claims, demands, injuries, damage actions, or causes of action whatsoever, arising out of or connected with the Work.
- 5.2. Indemnification. Any and all claims that arise or may arise as a consequence of any act or omission on the part of the Contractor, its agents, servants, or employees while engaged in the performance of the Work shall in no way be the obligation or responsibility of the City. The Contractor shall indemnify, hold harmless, and defend the City, its council members, officers, employees, successors, and assigns against any and all liability, loss, cost, damages, expenses, claims, or actions, including attorneys' fees which the City, its council members, officers, or employees may hereinafter incur or be required to pay on account of injury to or death of any person or persons or damage to any property arising out of or by reason of any act or omission of the Contractor, its agents, servants, or employees in the execution, performance, or failure to adequately perform its obligations under this Contract, whatever the cause of such injuries or damage.

- 5.3. Non-Waiver of Liability Limits or Immunities. Nothing in this Contract shall constitute a waiver by the City of any statutory limits or immunities from liability. Each right, power or remedy conferred upon the City by this Contract is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.
- 5.4. Hold Harmless. The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorneys' fees, resulting directly or indirectly from an act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the Work provided by this Contract or by reason of the failure of the contractor, or subcontractors to fully perform, in any respect, all of its obligations under this Contract.

Section 6. Insurance.

The Contractor shall not commence work under this Contract until it has obtained all insurances required by this Contract and proof of such insurances has been approved by the City. The Contractor shall provide and maintain at all times during the term of this Contract such insurance coverage as indicated herein. Such policy or policies shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions of this Contract. All policies required by this Contract must be issued by financially responsible insurers licensed to do business in the State of Minnesota.

- 6.1. Automobile Liability. The Contractor shall maintain business automobile liability insurance covering liability for bodily injury and property damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned, and hired automobiles and other motor vehicles utilized by the Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined bodily injury and property damage in the amount of at least \$2,000,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); and provided that the coverage afforded under any such umbrella or excess liability policy(ies) shall be at least as broad with respect to such business automobile liability insurance as that afforded by the underlying policy. Unless included within the scope of the Contractor's commercial general liability policy, such business automobile liability policy shall also include coverage for motor vehicle liability assumed under contract. The policy shall name the City as an additional insured.
- 6.2. Workers' Compensation. The Contractor shall maintain workers' compensation insurance in compliance with all applicable statutes including an all-states or universal

endorsement where applicable. Such policy shall include employer's liability coverage in an amount of no less than \$500,000. If the Contractor is not required by statute to carry workers' compensation insurance, the Contractor agrees: 1) to provide the City with evidence documenting the specific provision under Minnesota Statutes, section 176.041 which excludes the Contractor from the requirement of obtaining workers' compensation insurance; 2) to provide prior notice to the City of any change in the Contractor's exemption status under Minnesota Statutes, section 176.041; and 3) to defend, hold harmless, and indemnify the City from and against any and all claims and losses brought by the Contractor or any subcontractor or other person claiming through the Contractor for workers' compensation or employers' liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires the Contractor to obtain workers' compensation insurance, the Contractor agrees to promptly provide the City with evidence of such insurance coverage.

- 6.3. Commercial General Liability Insurance. The Contractor shall maintain commercial general liability insurance coverage providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, and contractual liability (applying to this Contract). The Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$2,000,000 per occurrence and aggregate, applying to liability for bodily injury, personal injury and property damage, which total limit may be satisfied by the limit afforded under its commercial general liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy (or policies); provided that the coverage afforded under any such policy in combination with the limits afforded by an umbrella or excess liability policy is at least as broad as that afforded by the underlying commercial general liability policy. The policy shall name the City as an additional insureds.

Section 7. Lien Waiver.

Neither the Contractor nor any subcontractor or other person or entity furnishing labor, equipment, or materials in connection with the Work shall file any mechanics' lien against the City's buildings, structures or land or any part thereof, provided that the City makes all payments due to Contractor under this Contract. The Contractor shall protect, defend, indemnify, and hold harmless the City from any and all claims, demands, or actions of whatever nature arising out of work, labor, equipment, or materials furnished by the Contractor or its subcontractors in connection with the Work, provided that the City makes all payments due to Contractor under this Contract. Payment of the Contract Price shall not be due until the Contractor has delivered to the City lien waivers acceptable to the City, which release the City from all liens that may arise in connection with the Work. The Contractor shall list on the attached Exhibit E the names of all suppliers and/or subcontractors that will provide materials, services, or labor in connection with the Work. The Contractor will notify the City of any changes in this list prior to the commencement of the Work.

Section 8. Subcontractors.

- 8.1. Similarly Bound. Contractor agrees to bind every subcontractor by the terms, conditions, and provisions set forth in the Contract that are applicable to the subcontractor's work, unless otherwise specifically agreed otherwise in writing by the City.
- 8.2. Payment. Contractor agrees to pay every subcontractor within 10 days of receipt of payment from the City pursuant to Minnesota Statutes, section 471.425. Any undisputed amounts not paid to a subcontractor within 10 days shall be subject to, and the Contractor shall pay, interest of 1-1/2 percent per month. The minimum monthly interest penalty the Contractor shall pay for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorneys' fees, incurred in bringing the action.

Section 9. General Provisions.

- 9.1. Assignment. This Contract shall be binding upon the Contractor, its legal representatives, heirs, successors, and assigns. No assignment or attempted assignment of this Contract or any rights hereunder shall be effective unless the written consent of the City is first obtained. No such assignment, even if consented to by the City, shall relieve the Contractor from liability under this Contract for the performance and completion of the Work in accordance with the Contract. Notwithstanding the foregoing, Contractor shall be entitled to use subcontractors to perform the Work.
- 9.2. Rights of the City. The City reserves the right to cancel the Contract without penalty, if circumstances arise which prevent the City from completing the project. In the event of any conflict between the proposal documents and this Contract, this Contract shall control.
- 9.3. Interest of City. The Contractor agrees that no member of the governing body, officer, employee, or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.
- 9.4. Equal Opportunity Statement. Contractor agrees to comply with the provisions of all applicable federal, state, and City's statutes, ordinances, and regulations pertaining to civil rights and nondiscrimination including without limitation Minnesota Statutes, section 181.59 as amended, incorporated herein by reference.
- 9.5. Transfer of Interest. The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation, without the prior written approval of the City, provided, however, that claims for money due or to income due to the Contractor may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy without such approval. Notice of any such assignment or transfer shall be furnished to the City. Notwithstanding the foregoing, Contractor shall be entitled to use subcontractors to perform the Work.

- 9.6. Independent Contractor. Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the Work to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life insurance, medical insurance, and workers' compensation insurance as the Contractor is an independent contractor.
- 9.7. Accounting Standards. The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by normally accepted accounting practices to properly account for expenses incurred under this Contract.
- 9.8. Retention of Records. The Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of six years pursuant to the requirements of Minnesota Statutes, section 16C.05, subdivision 5.
- 9.9. Disclosure. The Contractor agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws relating to data privacy or confidentiality, as those laws may be amended. The Contractor shall immediately report to the City any requests from third parties for information relating to this Contract. All data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing its obligations is subject to the requirements of the Act. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, department heads and employees harmless from any claims resulting from the Contractor's failure to disclose data maintained by the Contractor and authorized for release by the City, and from Contractor's unlawful disclosure or use of data protected under state and federal laws.
- 9.10. Entire Contract. The Contract contains all the terms, conditions, and provisions pertaining to the Work to be completed by the Contractor, there being no other understandings, agreements, or warranties, express or implied. All prior negotiations and dealings regarding the subject matter of the Contract are superseded by and merged into the Contract.
- 9.11. Applicable Law. This Contract shall be construed in accordance with and governed by the laws of the state of Minnesota. All proceedings related to this Contract shall be venued in the State of Minnesota and Hennepin County.
- 9.12. Amendment. This Contract may be modified or amended only with the written approval of the City and the Contractor.
- 9.13. Construction. In the event that any one or more of the provisions of this Contract, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions or any application thereof shall not in any way be affected or impaired thereby.

- 9.14. Authority. Each of the undersigned parties warrants that it has the full authority to execute this Contract, and each individual signing this Contract on behalf of a corporation hereby warrants that he or she has full authority to sign on behalf of the corporation and that he or she represents and binds such corporation thereby.
- 9.15. Waiver. No failure by the City to insist upon the strict performance of any covenant, duty, agreement, or condition contained in this Contract or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term, or condition may be waived again.
- 9.16. Recitals and Exhibits Incorporated. The recitals contained herein and the exhibits attached hereto are incorporated in and made part of this Contract.
- 9.17. Non-Exclusivity. This Contract is not exclusive between the City and the Contractor. The City, in its sole discretion and without limitation, may retain additional contractors or subcontractors to perform any or all of the Work to be provided under this Contract. Such services shall be provided independently from this Contract and under such terms and conditions as the City and the other contractors or subcontractors may agree to. Nothing in this Contract shall be construed as limiting the City's right to retain the services of other contractors.
- 9.18. Legal Compliance. The Contractor shall abide by all federal, state and local laws, statutes, ordinances, rules and regulations in its performance of Work and other obligations under this Contract and obtain all permits and permissions as may be required.
- 9.19. Severability. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts that are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.
- 9.20. City Obligation. All covenants, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.
- 9.21. Time is of the Essence. Time is of the essence with respect to each provision of the Contract.
- 9.22. Conflict of Interest. Contractor agrees that it will not, during the term of this Contract, enter into a contract or otherwise accept employment for the performance of any work or service with any individual, business, partnership, corporation, government,

governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.

- 9.23. Third Parties. This Contract does not confer any rights upon any third parties or parties who are not signatories to this Contract.

Section 10. Definitions.

For the purposes of this Contract, the following terms shall have the meaning given them in this section.

- 10.1. Asbestos. “Asbestos” means any material containing more than one percent asbestos, which is friable, releasing asbestos fibers into the air, above current levels established by the United States Occupational Safety and Health Administration.
- 10.2. Contract. “Contract” means this agreement between the City and Contractor for the performance of the Work, together with all exhibits, amendments, or modifications to the Contract.
- 10.3. Final Completion. “Final Completion” means all items of the Work, “punch list items” and site work are completed and Contractor is eligible for final payment.
- 10.4. Hazardous Materials. “Hazardous Materials” means asbestos, PCBs, petroleum hazardous waste, radioactive material, or any other hazardous materials or hazardous wastes within the meaning of City, State of Minnesota, or Federal definitions of hazardous materials or hazardous waste.
- 10.5. Properties. “Properties” means the former gas station/convenience store at 13017 Main Street, a triplex residential structure and detached garage at 13009, and a free-standing sign at 21701 Industrial Blvd.
- 10.6. Substantial Completion. “Substantial Completion” means the time at which the City determines that the Work has progressed to a point where it is sufficiently complete, leaving only minor “punch list” and close out items and other minor site work required to be completed for full payment of the Contract Price.
- 10.7. Work. “Work” means the entire completed demolition, abatement of Hazardous Materials, and all other activities to be performed by Contractor on the Property as provided for in the Contract.

IN WITNESS WHEREOF, the parties have caused this Contract for Demolition Services to be duly executed in their names and behalves and on or as of the date and year first above written.

CITY OF Rogers

By: _____
Its Mayor

By: _____
Its City Clerk

Date: _____

CONTRACTOR

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT A

THE WORK

Contractor shall furnish all labor, materials and equipment, and shall perform all services and work required to remove, except as otherwise noted, the Properties in strict accordance with these specifications and in accordance with all applicable ordinances and laws pertaining to removal of buildings and structures.

The Property

- a. Contractor shall furnish temporary construction fencing where security fencing is not present. Temporary fencing shall be chain link at least 6 feet tall and shall be tied into the existing perimeter fence to prevent access to the site during demolition. Fencing may be removed upon filling of any foundations.

Demolition of the Properties

- a. Contractor shall demolish, remove, transport and properly dispose of the Properties in their entirety, including any floor slabs, foundation and footings.
- b. Backfill and restoration is required. Contractor shall work with the City to determine in the City has any excess fill which can be utilized for the backfill.

EXHIBIT B

SCHEDULE FOR THE COMPLETION OF THE WORK

- Contractor may begin work on or after **July 1, 2024**
- The work shall be completed by **October 31, 2024**

EXHIBIT C

HAZARDOUS MATERIALS REPORTS

(attached hereto)

EXHIBIT D

PAYMENT SCHEDULE FOR THE WORK

10% Upon receipt of list of subcontractors and suppliers, including demolition debris disposal site, and insurance certificate

70% Upon satisfactory completion of building(s) demolition (inspection required to verify foundation removal)

20% Upon receipt of close-out documentation including but not limited to:

Lien waivers from subcontractors and suppliers including the disposal facility

Compliance with M.S. 290.92 pertaining to withholding taxes

EXHIBIT E

LIST OF SUPPLIERS AND SUBCONTRACTORS



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: June 11, 2024

Agenda Item: No. 5.6

Subject: Approve Professional Services Agreement with Dunham Mechanical and Electrical Consulting Engineering, Fire Station 2 Commissioning Services, City Project No. 2209

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

Recommended City Council Action

Motion to Approve Professional Services Agreement with Dunham Mechanical and Electrical Consulting Engineering, Fire Station 2 Commissioning Services, City Project No. 2209

Overview / Background

Staff determined it would be prudent to commission Fire Station 2 to ensure that all HVAC and other systems identified are complete and functioning properly upon occupancy per the design intent and current and applicable state statutes and standards. Commissioning is a process of ensuring that a building performs in accordance with the design intent, contract documents, and the owner's operational needs. Commissioning is fundamental to the success of the whole building design process. The commissioning will include time to review the system design with the architect and engineer to ensure a full understanding of the design intent. The primary role of the commissioning will be to provide site inspection and testing services to ensure that the construction team has fully completed the requirements of the contract documents and the systems operate to meet the intent of the design including the following systems:

- Air handling systems, including air distribution and exhaust systems
- Heating plant and hot water distribution systems
- Direct expansion (DX) cooling systems
- Exhaust and make-up air systems
- Computer room cooling systems
- In-floor heating and snowmelt systems
- Domestic hot water systems
- Emergency generator
- Variable frequency drives (VFDs)
- Lighting control system

The city's Architect for Fire Station 2, Wold Architects and Engineers, solicited proposals for commissioning services from four consulting firms; Dunham Mechanical and Electrical Engineers, KFI Engineers, Institute for Environmental Assessment (IEA), and Hallberg Engineering. All four consultants proposed at the following prices:

- Dunham Mechanical and Electrical Engineering \$21,100.00
- KFI Engineers \$42,700.00

- Institute for Environmental Assessment (IEA) \$33,800.00
- Hallberg Engineering \$31,500.00

Upon review of the proposals for scope, Wold Architects and Engineers recommended proceeding with Dunham Mechanical and Electrical Engineers as they are the apparent low respondent with a proposal of \$21,100 which is slightly higher than was originally budgeted for at \$15,000, however, their proposal did not seem out of line with what they have seen more recently.

The Department of Energy (DOE) suggests energy, water, productivity, and operational savings resulting from commissioning offsets the cost of implementing a building commissioning process. Recent studies indicate that on average, operating costs of a commissioned building range from 8–20% below that of a non-commissioned building. The one-time investment in commissioning at the beginning of a project results in reduced operating costs that will last the life of the building.

Staff Recommendation

Motion to Approve Professional Services Agreement with Dunham Mechanical and Electrical Consulting Engineering, Fire Station 2 Commissioning Services, City Project No. 2209

Financial Impact: \$21,100.00 **Budgeted?** Yes

Source Fund: 400

Notes:

ATTACHMENTS:

Description

Dunham Electrical and Mechanical Consulting Engineers Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made on the 11th day of June, 2024, between the **CITY OF ROGERS, 22350 S. Diamond Lake Road, Rogers MN 55374** ("City") and **DUNHAM MECHANICAL AND ELECTRICAL CONSULTING ENGINEERING, 50 South Sixth Street, Suite 1100, Minneapolis, MN 55402** ("Consultant").

Preliminary Statement

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

The City and Consultant agree as follows:

1. **Consultant's Services.** The Consultant agrees to provide professional services as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. Consultant agrees to use the City's standard specifications in any bidding documents prepared under this Agreement. The requirements of this section may be waived by the City if the City Engineer determines that they are not necessary for the successful completion of the project. Consultants requesting a requirement to be waived must have written authorization from the City Engineer.
2. **Time for Performance of Services.** The Consultant will perform the services outlined in Exhibit A, Scope of Work within the prescribed days from the date of the contract award. Any changes in this schedule must be approved in writing by the City.
3. **Compensation for Services.** City agrees to pay the Consultant for services as described in Exhibit A, Scope of Work as may be amended from time to time by mutual written agreement by City and Consultant.
4. **Method of Payment.** The Consultant must submit itemized bills for services provided to the City on a monthly basis. Bills submitted will be paid in the same manner as other claims made to the City.

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

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

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

6. **Term.** The term of this Agreement will be from June 12th, 2024 through final project closeout by the City Council and receipt of all Consultant deliverables, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
7. **Termination.** This Agreement may be terminated by City by seven (7) day's written notice to Consultant delivered to the address written above. Upon termination under this provision, the Consultant will be paid for services rendered and reimbursable expenses incurred prior to the effective date of termination. In the event the City uses the Instruments of Service after terminating this Agreement, the City releases the Consultant and subconsultant(s) from all claims and causes of action arising from such uses. The City, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the City's use of the Instruments of Service after termination of this Agreement.
8. **Subcontractor.** The Consultant must not enter into subcontracts for any of the services provided for in this Agreement without the express written consent of the City.
9. **Independent Contractor.** At all times and for all purposes hereunder, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
10. **Assignment.** Neither party will assign this Agreement, nor any interest arising herein, without the written consent of the other party.
11. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for herein will be honored by the City.

12. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
13. **Entire Agreement.** The entire Agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties unless otherwise provided herein.
14. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant must abide by all statutes, ordinances, rules and regulations pertaining to the provision of services to be provided. Any violation will constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
15. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
16. **Indemnification.** The Consultant must indemnify and hold harmless the City, its employees and agents, for all claims, damages, losses and expenses, including but not limited to attorney's fees which they may suffer or for which they may be held liable, as a result of, and to the extent of, the negligent or wrongful acts of the Consultant, his or her employees or anyone else for whom he or she is legally responsible in the performance of this Agreement.
17. **Insurance.** During the term of this Agreement, Consultant must maintain a general liability insurance policy with limits of \$1,500,000 for each occurrence and \$2,000,000 aggregate, for both personal injury and property damage.

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

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

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

Executed as of the day and year first written above.

CITY OF ROGERS

**DUNHAM MECHANICAL AND
ELECTRICAL CONSULTING
ENGINEERING**

By: _____
Rick Ihli, Mayor

By: _____

Date: _____

Its: _____ Contracts Officer

Date: _____

By: _____
Steven Stahmer, City Administrator

Date: _____

CITY OF **ROGERS**

NEW FIRE STATION 2

PROPOSAL FOR COMMISSIONING SERVICES



PREPARED FOR

DORAN COTE, PUBLIC WORKS DIRECTOR

CITY OF ROGERS

PREPARED BY

MATTHEW L. JENSEN, PE, LEED AP BD+C

DUNHAM

50 SOUTH SIXTH STREET

SUITE 1100

MINNEAPOLIS, MINNESOTA 55402

(612) 465-7550

DUNHAMENG.COM

MAY 10, 2024

May 10, 2024

Doran Cote, Public Works Director
City of Rogers
dcote@rogersmn.gov

**SUBJECT: CITY OF ROGERS NEW FIRE STATION 2
PROPOSAL FOR COMMISSIONING SERVICES**

Dear Mr. Cote,

Thank you for the opportunity to submit our proposal to provide commissioning services for the City of Rogers New Fire Station 2 project.

As you will see in the attached proposal, Dunham offers a highly qualified team with extensive commissioning experience. Chad Bolin, LEED AP BD+C BSC CA, CxA will serve as the Lead Commissioning Agent on the project. He brings over 40 years of experience in system controls and building commissioning to your team. Chad will draw from his experience to see that the services provided by Dunham exceed your expectations. He will remain committed to this project through its duration.

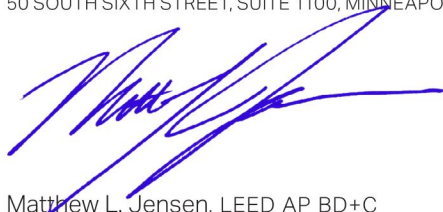
We believe in a collaborative approach to commissioning. We pride ourselves on our ability to work with the Owner, Engineer, and Contractors to lead a commissioning effort that results in systems that are correctly installed and operating per the design intent.

As Principal-in-Charge, I will be your primary contact and will be responsible for the overall quality of the project. If you have any questions, you can reach me directly at (612) 465-7629 or via email at matt.jensen@dunhameng.com.

Sincerely,

DUNHAM ASSOCIATES, INC.

50 SOUTH SIXTH STREET, SUITE 1100, MINNEAPOLIS, MN 55402



Matthew L. Jensen, LEED AP BD+C
President and CEO

PHONE: (612) 465-7629

FAX: (612) 465-7551

EMAIL: MATT.JENSEN@DUNHAMENG.COM

DUNHAM

50 South Sixth Street / Suite 1100
Minneapolis, Minnesota 55402-1540

PHONE (612) 465.7550

WEB DUNHAMENG.COM



DUNHAM ASSOCIATES

COMMISSIONING + DESIGN

Dunham's mission is to be the preferred partner of our clients, providing quality design and exceptional client service.

For 60 years, we have worked to build long-term partnerships. Today, Dunham has over 100 professionals providing mechanical and electrical engineering services across the US and Canada. We have dedicated teams that serve the commercial, commissioning + energy, education, healthcare, mission critical, retail, and science + technology markets.

We have specialists providing fire protection engineering, information + communications technology design, building commissioning, energy services, and sustainable design, nested within our core disciplines.

We believe great engineering starts with good people. Our staff includes 45 registered professional engineers, 35 LEED Accredited Professionals, Fire Protection Engineers (FPE), Registered Communications Distribution Designers (RCDDs), Accredited Tier Designers (ATD), and certified commissioning professionals.

Our dedicated team of commissioning professionals hold certifications with AABC (CxA), Tridium's NiagaraAX, and University of Wisconsin (QCxP).

We are an employee-owned firm with offices in Minneapolis, Dallas, Duluth, and Rochester. Our core values of integrity, quality, teamwork, and commitment, guide every project we do.





DESIGN TEAM



CONSTRUCTION TEAM



Matt Jensen, PE, LEED AP BD+C
PARTNER-IN-CHARGE



Chad Bolin, LEED AP BD+C, CxA, BSC CA
LEAD COMMISSIONING AGENT
SIGNLE POINT OF CONTACT



Derick Podratz, QCXP, LEED AP BD+C
MECHANICAL CX AGENT



Wade Williams
MECHANICAL CX AGENT

SUPPORT STAFF

IN ADDITION TO THE STAFF SHOWN ABOVE, DUNHAM HAS A TEAM OF 10 OTHER PROFESSIONALS WITH EXTENSIVE EXPERIENCE COMMISSIONING CRITICAL INFRASTRUCTURE PROJECTS. WE DO NOT FORESEE THE NEED FOR THEIR SUPPORT AT THIS TIME. HOWEVER, DUNHAM HAS THE STAFF NECESSARY TO SUPPORT SCHEDULE ADJUSTMENTS SHOULD THE SCHEDULE CHANGE.

Chad Bolin, LEED AP BD+C, BSC, CA, CxA SENIOR ASSOCIATE



LEAD CX AGENT

QUALIFICATIONS

NEBB BSC Accreditation (BSC CA)
AABC Commissioning Group: Certified Commissioning Authority (CxA)
LEED AP, Building Design + Construction (LEED AP BD+C)
Tridium Niagara AX

PROJECT EXPERIENCE

City of Minnetonka, Minnetonka, MN

POLICE DEPARTMENT RENOVATION

FIRE DEPARTMENT NEW CONSTRUCTION

Saint Paul Port Authority, St. Paul, MN

POLICE-PUBLIC SAFETY TRAINING CENTER // B3

City of Crystal, Crystal, MN

PUBLIC WORKS FACILITY

Steele County, Owatonna, MN

PUBLIC WORKS FACILITY

City of Forest Lake, Forest Lake, MN

CITY HALL + PUBLIC SAFETY BUILDING

City of Fridley, Fridley, MN

CIVIC COMPLEX WITH CITY HALL, PUBLIC WORKS, + PUBLIC SAFETY

City of Mankato, Mankato, MN

MANKATO TRANSIT FACILITY // B3

City of Shoreview, Shoreview, MN

MAINTENANCE FACILITY ADDITION + RENOVATION

MnDOT, Rochester, MN

ROCHESTER MAINTENANCE FACILITY // B3

Duluth Transit Authority, Duluth, MN

MULTI-MODAL TRANSIT FACILITY // B3

EDUCATION

Industrial Electronics, Northwestern
Electronics Institute, 1990

BACKGROUND

Chad has 40+ years of experience in the building controls industry. Before joining the Dunham team, Chad worked for Honeywell International. With Honeywell, Chad gained extensive experience in the technical field of the HVAC and Fire Alarm industry. Along with his broad experience in building controls, Chad has worked as a Measurement and Verification Specialist for performance contracts in various facilities throughout the region. Since joining Dunham, Chad has been the lead Commissioning Authority over 300 projects.

Derick A. Podratz, PE, LEED AP BD+C ASSOCIATE



MECHANICAL CX AGENT

QUALIFICATIONS

LEED Accredited Professional BD+C
Qualified Commissioning Process Provider (QCxP), UW Madison
Member, United States Green Building Council
Am. Soc. of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE)
Building Commissioning Association (BCA)

PROJECT EXPERIENCE

City of Minnetonka, Minnetonka, MN

POLICE DEPARTMENT RENOVATION

FIRE DEPARTMENT NEW CONSTRUCTION

Fairmont Public Schools, Fairmont, MN

TRADES BUILDING + VAN GARAGE

City of Austin, Austin, MN

COMMUNITY RECREATION CENTER

L.E. Phillips Memorial Public Library, Eau Claire, WI

PUBLIC LIBRARY EXPANSION

Anoka-Ramsey Community College, Coon Rapids, MN

NURSING + BUSINESS CENTER RENOVATION // B3

Cromwell-Wright Public Schools, Cromwell, MN

INDUSTRIAL TECHNOLOGY ADDITION

Hastings Public Schools, Hastings, MN

HIGH SCHOOL BAS REPLACEMENT

The Guardian, St. Paul, MN

OFFICE BUILDING RENOVATION // LEED CX

Tomah Memorial Hospital, Tomah, WI

REPLACEMENT HOSPITAL

Bakken Museum, Minneapolis, MN

NEW MUSEUM

EDUCATION

Bachelor of Science, Food Process
Engineering, Purdue University, 1997

BACKGROUND

Derick is an experienced Commissioning Agent with 25 years of experience. He has served as a commissioning agent, project manager, and director. He is qualified to lead all aspects of the commissioning process, from reviewing design documents, specifications, O&M manuals, construction observation, checklists, text procedures, and testing of various HVAC, life safety, electrical, and renewable energy systems.

* Projects completed with previous employer

Wade Williams

ASSOCIATE



MECHANICAL CX AGENT

PROJECT EXPERIENCE

City of Minnetonka, Minnetonka, MN
POLICE DEPARTMENT RENOVATION
FIRE DEPARTMENT NEW CONSTRUCTION

Saint Paul Port Authority, St. Paul, MN
POLICE-PUBLIC SAFETY TRAINING CENTER // B3

City of Crystal, Crystal, MN
PUBLIC WORKS FACILITY

City of Rochester, Rochester, MN
NORTH SERVICER CENTER + POLICE STATION

City of Forest Lake, Forest Lake, MN
CITY HALL + PUBLIC SAFETY BUILDING

City of Fridley, Fridley, MN
CIVIC COMPLEX WITH CITY HALL, PUBLIC WORKS, + PUBLIC SAFETY

City of Sartell, Sartell, MN
COMMUNITY CENTER
PUBLIC SAFETY CAMPUS

Hennepin County, Minneapolis, MN
GOVERNMENT CENTER, REHAB PLAZA PIPING
GOVERNMENT CENTER, WASTE RISER UPGRADES

City of Edina, Edina, MN
COMMUNITY CENTER RENOVATIONS

Minneapolis Park + Recreation Board, Minneapolis, MN
NORTHEAST RECREATION BUILDING // LEED CX

Washburn Center for Children, Minneapolis, MN
MENTAL HEALTH FACILITY // LEED CX // B3

North Loop Office Building, Minneapolis, MN
MULTI-TENANT OFFICE BUILDING

EDUCATION

Bachelor of Science in Mechanical Engineering, University of Minnesota, Twin Cities, 2014

BACKGROUND

Wade is a graduate of the University of Minnesota with a degree in mechanical engineering. Since joining Dunham in 2014, Wade has provided commissioning services for corporate, educational, healthcare, government, and high-tech projects. His experience includes the development of commissioning plans, and the verification and documentation of the functional performance testing of building HVAC systems.

Dunham has read the detailed scope provided in the RFP and we do not propose any modifications, additions, or deletions. Dunham is prepared to sign a contract based upon that scope description.

BASIC SERVICES	\$	18,000
ALT 1: EMERGENCY POWER SERVICES	\$	3,100
TOTAL	\$	21,100

REIMBURSABLE EXPENSES

Dunham will not be charging for reimbursables expenses for this project. Typical reimbursables expenses, including travel, equipment, software, supplies, etc., are included within our lump sum fee above.



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: June 11, 2024

Agenda Item: No. 5.7

Subject: Approve Purchase of 70'X100' Britespan Genesis Series Salt Storage Building Through and Installed by Greystone Construction, City Project No. 2407

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

Recommended City Council Action

Motion to Approve Purchase of 70'X100' Britespan Genesis Series Salt Storage Building Through and Installed by Greystone Construction, City Project No. 2407

Overview / Background

On September 21, 2023, the existing 70'X100' Cover-All Titan Salt Storage Building was hit by a truck delivering salt for the winter. Since that time staff has been working with the League of Minnesota Cities Insurance Trust (LMCIT) to process an insurance claim for the damages to the building. An initial inspection by Greystone Construction, the company that built the original Cover-All building, indicated that the damaged areas could not be repaired and the building would need to be replaced because replacement parts are not available.

Initially, LMCIT was reluctant to simply agree to replace the building and instead hired a structural/forensic engineer to examine the building and the damage. The engineer concluded that "the damage to the building resulting from the vehicle impact can be remediated to restore the building to a condition similar to that which existed prior to the loss" but that the "building elements damaged by the vehicle would need to be designed and fabricated" since that original supplier no longer fabricates the required parts. The engineer advised the LMCIT adjuster that any contractor hired to make the repairs would likely require the city to sign a liability waiver should the shed be repaired.

The engineer also indicated in their report that "historic Cover-All structures similar to the subject structure have been found to be under designed to meet minimum snow and wind load requirements of the building codes that were in effect at the time of construction." Staff was able to find evidence that on March 16, 2010, Cover-All had advised the city that "there has been an initial determination that some of the structural members and connections for some of the spans of the Titan Buildings may not meet the present combined wind and snow load capacity requirements of applicable building codes". Later that month Cover-All declared bankruptcy which is why parts are not available.

Based on this information, LMCIT has agreed to replace the salt storage building in total including any demolition costs and subrogate the claim through the insurance of the trucking company whose driver damaged the building.

Staff was able to find a replacement salt storage building at a 15% discount through Sourcewell

joint purchasing venture of which the city is a member. The 70'X100' Britespan Genesis Series Building with 20' truss spacing matches the existing piers saving significantly on construction costs. Greystone Construction is the only authorized dealer of Britespan in the United States. Greystone provided the city with a Scope of Work and Pricing for the new salt storage building including demolition for \$180,565.00. The city is responsible for disposal of the old salt storage building materials but that will be covered by insurance as well.

Staff Recommendation

Motion to Approve Purchase of 70'X100' Britespan Genesis Series Storage Building Through and Installed by Greystone Construction, City Project No. 2407

Financial Impact:

\$180,565.00

Budgeted? No

Source Fund: 400 via LMCIT

Notes:

ATTACHMENTS:

Description

ESI Investigative Report

Cover-All Safety Notice

Britespan Authorized Dealer

Greystone Scope of Work and Pricing



Investigative Report

City of Rogers Public Works Building Evaluation

ESi Project No.: 100979

Client File No.: CP310909



2355 Polaris Lane North, Suite 120
Plymouth, MN 55447-4777

Investigative Report

City of Rogers Public Works Building Evaluation

ESi Project No.: 100979
Client File No.: CP310909

Report Prepared for:

April Cutshall
League of Minnesota Cities Insurance Trust
145 University Avenue West
St. Paul, MN 55103

Submitted by:

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

A handwritten signature in black ink, appearing to read "James R. Panko", is written over a horizontal line.

James R. Panko, P.E.
Principal
Minnesota P.E. | No. 46715 | Expires: 06/30/2024

April 17, 2024

Date

Technical Review by:

A handwritten signature in black ink, appearing to read "Zachary J. Baker", is written over a horizontal line.

Zachary J. Baker
Senior Staff Consultant

April 17, 2024

Date

This report and its contents are the Work Product of Engineering Systems Inc. (ESi). This report should only be duplicated or distributed in its entirety. This report may contain confidential or court protected information; please contact an authorized entity prior to distributing. Conclusions reached and opinions offered in this report are based upon the data and information available to ESi at the time of this report, and may be subject to revision after the date of publication, as additional information or data becomes available.

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SUMMARY

This report involves the investigation of issues related to alleged structural damage that occurred as a result of a vehicle impact on September 21, 2023, to a salt shed owned by the City of Rogers – Public Works, located at 22350 South Diamond Lake Road in Rogers, Minnesota. Engineering Systems, Inc. (ESI) was engaged on October 16, 2023 by Ms. April Cutshall of the League of Minnesota Cities Insurance Trust to investigate and evaluate certain aspects of this claim. This report, prepared at the request of Ms. Cutshall, represents the results of my investigation performed to date.

BASIS FOR THIS REPORT

This report, and the opinions and conclusions stated throughout, are based on the education, training, and experience of the author, as well as on the analysis and review of materials that have been conducted in this matter to date. The opinions and conclusions are stated to a reasonable degree of engineering and scientific certainty.

BACKGROUND

The subject building was a steel framed salt shed. The steel framing was covered with engineered fabric that functioned as the roof and wall covering. The building was approximately 70-feet by 100-feet. The front of the building faced east. See Figure 1 for aerial and elevation photographs of the subject building. The building was constructed between 2006 and 2008.¹ The building was manufactured by Cover-All Building Systems which is no longer in business. Norseman Structures Inc. (Norseman) took over a portion of Cover-All product line approximately a decade ago. While Norseman currently manufactures trusses which are similar in span and style, Norseman no longer manufactures trusses which match exactly the trusses used in the construction of the subject salt shed.²

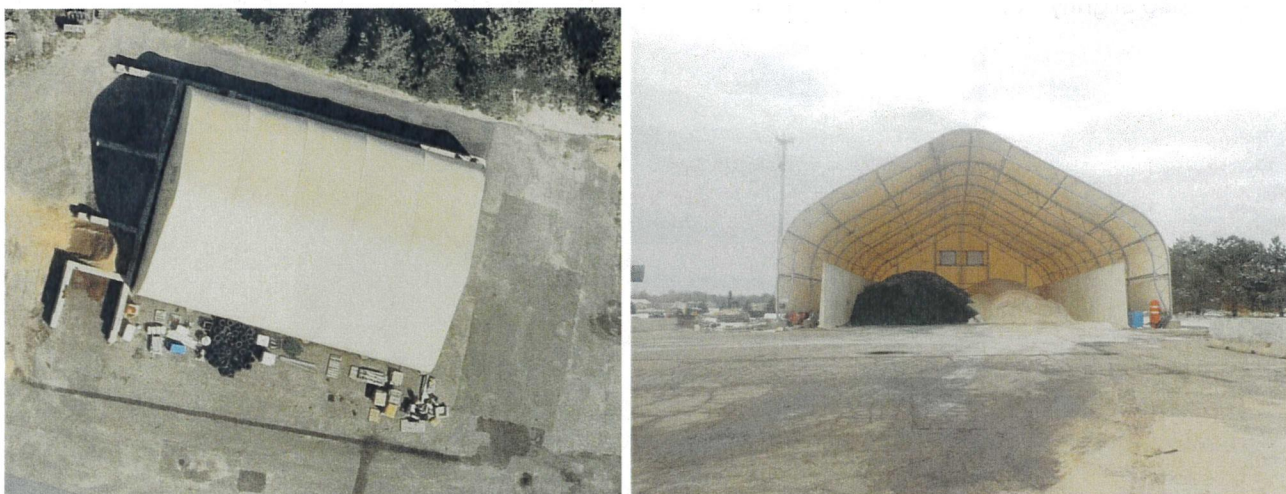


Figure 1. Left: (Nearmap, 2023) Aerial photograph of the subject building. Right: East elevation of the subject building.

¹ Based on historic aerial images from Connect Explorer.

² Email correspondence with Areeb Faruqi of Norseman Structures.

INSPECTIONS

On November 1, 2023, James Panko, P.E. of ESi performed an inspection of the subject structure located at 22350 South Diamond Lake Road in Rogers, Minnesota. The inspection consisted of visual observations, collecting measurements, and photographic documentation. The following is a summary of the observations made during the inspection:

- The chord members of the trusses were constructed with 3-inch square tube steel. Refer to Figure 2.



Figure 2. Chord member of subject truss.

- The primary area of impact was to the bottom chord of the first truss from the east elevation. The bottom chord was bent upward between two web members. Additionally, the top chord was also slightly bent upwards above the bend in the bottom chord. Refer to Figure 3.



Figure 3. Bent bottom chord of truss on east elevation.

- The south base plate for the first truss from the east elevation was bent. The base plate had dimensions of approximately 10-inches by 4-inches. Refer to Figure 4.



Figure 4. Bent base plate of first truss on east elevation.

- The first two trusses from the east elevation were slightly out-of-plumb.
- The horizontal bracing between the second and third trusses from the east elevation was bowed at two locations. Refer to Figure 5.

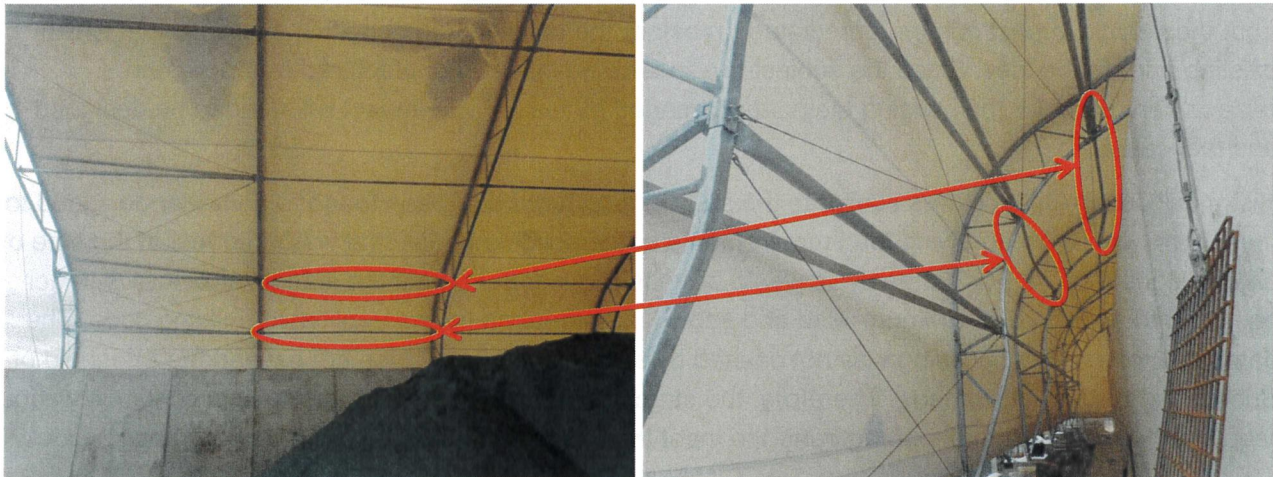


Figure 5. Bent horizontal bracing.

- No damage was observed to the engineered fabric covering which can be attributed to the vehicle impact. Refer to Figure 6.



Figure 6. General condition of south elevation.

ANALYSIS

The vehicle impact to the subject building caused direct damage to the bottom chord of the first truss from the east elevation. Incidental damage also occurred to the base plate of the truss, top chord of the truss above the area of the bend in the bottom chord, and two of the horizontal braces. The first and second trusses from the east elevation were slightly out-of-plumb. The damage to the building resulting from the vehicle impact can be remediated to restore the building to a condition similar to that which existing prior to the loss. Since the subject trusses are no longer manufactured by Norseman, replacement parts for the building elements damaged by the vehicle impact will need to be designed and fabricated.

Historical Cover-All structures similar to the subject structure have been found to be under designed to meet minimum snow and wind load requirements of the building codes that were in effect at the time of original construction. Further analysis would be required to determine if the subject structure is under designed to support the minimum wind and snow loads required by the applicable building code. The damage to the subject building was not caused by snow or wind and does not exceed the threshold of Substantial Structural Damage. Therefore, the structure can be repaired to its pre-loss condition without requiring the structure to be strengthened to meet the requirements of the current or past build codes.

Scope of Repair

The following scope of repair is necessary to restore the building to a condition similar to that which existed prior to the date of loss. Refer to Figure 7 for a visual representation of the scope of repair.

- Replace truss section shown in Figure 7 with new truss section constructed of similar materials.
- Replace bent base plate on first truss from east elevation.
- Replumb the first two trusses from east elevation.
- Replace two sections of bowed horizontal bracing (20-linear feet each).

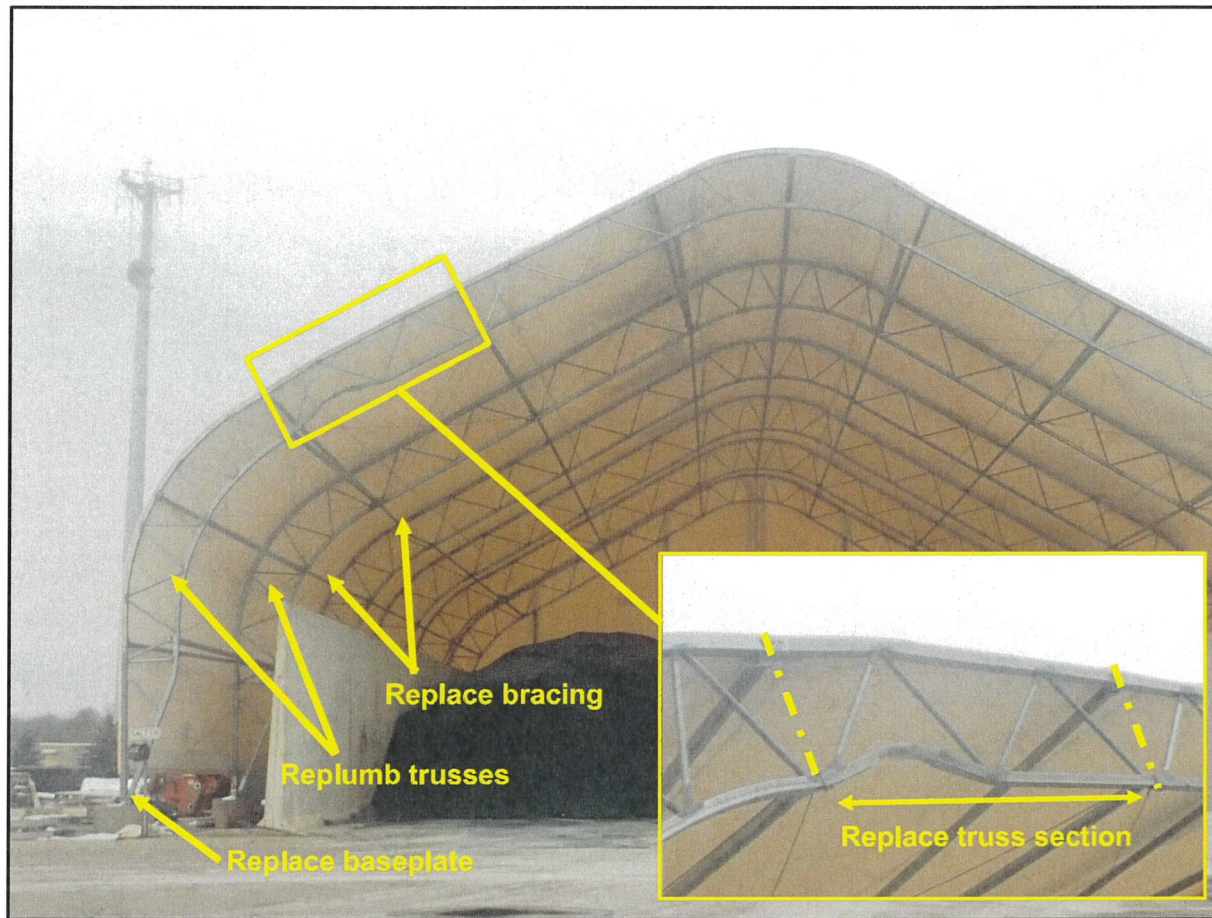


Figure 7. Scope of repair to subject building.

CONCLUSIONS AND OPINIONS

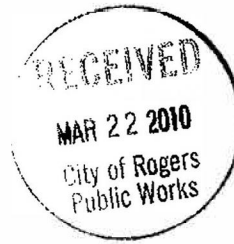
Based on my education, training and experience as well as the investigation and analysis outlined herein, I hold the following conclusions and opinions to a reasonable degree of engineering certainty.

1. The vehicle impact to the subject building caused direct damage to the bottom chord of the first truss from the east elevation. Incidental damage also occurred to the base plate of the truss, top chord of the truss above the area of the bend in the bottom chord, and two of the horizontal braces.
2. The first and second trusses from the east elevation were slightly out-of-plumb.
3. The damage to the building resulting from the vehicle impact can be remediated by following the scope of repair detailed herein to restore the building to a condition similar to that which existed prior to the loss.

The conclusions and opinions formulated during this investigation and presented herein are based on information available to date. ESi reserves the right to supplement or otherwise amend this report should other information become available.

March 16, 2010

City of Rogers
12913 Main Street
Rogers, MN 55374



Reference No. SO77198

Dear valued customer:

THE FOLLOWING IS AN IMPORTANT SAFETY WARNING AND NOTICE CONCERNING YOUR COVER-ALL BUILDING SYSTEMS INC. TITAN BUILDING.

Recently, Cover-All Building Systems Inc. has undertaken a review of designs utilized for the Titan Building line. Although a review is not complete, there has been an initial determination that some of the structural members and connections for some of the spans of the **Titan Buildings** may not meet the present combined **wind and snow load capacity requirements of applicable building codes.**

We are working to obtain additional information, as well as to identify potential measures to address these issues for your building. Cover-All Building Systems Inc. intends to be proactive during the ongoing analysis and to take reasonable steps to promote your safety and the safety of others who may use your building. Therefore, we are notifying you now of some safety steps. We intend to share additional information as it becomes available. At this time, in order to be appropriately cautious, we recommend you take the steps outlined below.

SAFETY WARNINGS FOR CONTINUED USE OF YOUR TITAN BUILDING:

Take precautions to see that your building is not occupied during severe weather, such as snow, sleet, freezing rain and winds in excess of 35 MPH (56 km/h). Post appropriate warnings on your building to prevent such use by others.

Keep snow and ice off the roof and keep snow and ice clear from the sides of your building and do not occupy the building if there is any build up of snow or ice on the roof.

If possible to do so safely, keep the internal temperature of your building warm to help prevent snow and ice from building up on the roof.

We encourage you to consult your own structural engineer so that your building can be analyzed for the demands on the structure from local conditions and monitored for higher stress conditions.

Depending on location and local regulations, it may be necessary to consult local building authorities.

As noted above, Cover-All Building Systems Inc. is working to continue its review of design issues with Titan Buildings, as well as possible solutions. We sincerely regret any inconvenience this situation may cause. Should you have any questions regarding this letter or any other matter concerning your building, please call the toll free number 877-551-5856.

Information on this matter will be posted on our web site at www.coverallfacts.net.

Sincerely,

Nathan Stobbe
President and Chief Executive Officer



February 1st, 2024

From: Director of Business Development, USA
To: Whom it may concern

RE: BRITESPAN BUILDING SYSTEMS USA AUTHORIZED DEALER – CY 2024

Greetings,

This letter is to verify the below dealership is as authorized Britespan Dealer in the United States:

1. Greystone Construction, MN

This dealer is associated and authorized to use the Sourcwell Vendor Contract below. This awarded contract can be found here: <https://www.sourcwell-mn.gov/search?keyword=Britespan>



George Lawless
Director, Business Development USA
Britespan Building Systems Inc.
425 Orbiting Dr, Suite A
Mosinee, WI 54455 USA
Office 800-407-5846 | Mobile 715-301-5490

1-800-407-5846 · britespanbuildings.com · info@britespanbuildings.com

Mosinee, Wisconsin Office
425 Orbiting Drive, Suite A
Mosinee, WI 54455

Wingham, Ontario Offices and Fabric Facility
688 Josephine Street North, RR#1
Wingham, ON N0G 2W0, Canada

Distribution and Manufacturing
71 North Street West
Wingham, ON N0G 2W0, Canada



May 15, 2024

Andrew Simmons
City of Rogers
20240 S Diamond Lake Rd
Rogers, MN 55374

Re: Budget Proposal –Salt Storage Building Replacement

Mr. Simmons,

Thank you for the opportunity to provide a budget proposal to furnish and install a replacement salt storage building in Rogers, MN. A few of the advantages the Greystone team brings to the project include:

- **Design-Build Experience** – Greystone has offered design-build and general construction services for 35 years.
- **Fabric Building Expertise** – Greystone has sold and installed fabric buildings for over 20 years. We've successfully completed thousands of fabric building projects.
- **Engineered Fabric Building** – Fabric building will be designed to meet site-specific load requirements including wind, snow and unbalanced loads.
- **Hot Dipped Galvanized Steel** – Fabric building frames are hot dip galvanized post production, after all cutting and welding complete
- **Self-Performed Work** – Greystone has the capability to self-perform the building installation with our own crews. Often times this allows us to provide the most competitive pricing, maintain quality and hold schedule.

Let us know if you have any questions. We look forward to discussing our next steps.

Sincerely,

A handwritten signature in black ink, appearing to read "Nate Lamusga".

Nate Lamusga
Business Development Manager



Scope of Work & Pricing

to be performed by Greystone Construction

Sourcewell - Furnish & Install Budget Price:

- 70'x100' Britespan Gensis Series Building
- Truss spacing 20' on center to match existing piers
- 12.5 ounce, 23 mil polyethylene Non-FR fabric
 - Keder Cover Design
- Building designed per ASCE7-16 (IBC 2018)
 - Fabric type: ASTM E-84 (NON-FR)
 - Occupancy category: CAT 1 (LOW HAZARD)
 - Ground snow load: 50 lbs.
 - Wind Load: 102 MPH wind
 - Wind Exposure: C
 - Site conditions: Ce = 0.9 Exposed
 - Collateral Load: 0
 - No sprinklers
 - No conveyor loads
 - Seismic Design Category: B
 - Stamped engineered building drawings included
- (1) Fabric end wall with steel framing with four 3'x3' mesh vents in back end
- (1) open end wall
- Hot dipped galvanized bolt and purlin upgrades
- Building to be installed on existing concrete pier foundations
 - Assumes piers will carry the loads of the Britespan Building
 - Preliminary analysis shows the existing piers work
 - Does not include modifications to existing piers
 - Includes a structural engineering analysis to confirm the existing piers work and a letter from a structural engineer summarizing the findings
 - Includes structural engineering of post-installed anchorage for new building to the existing foundations
- Hot dipped galvanized anchor bolts
- Freight allowance of \$3,468 included
 - Contract will be updated to reflect actual freight amount at time of shipment
- Provide all necessary labor and equipment to complete items noted above
- Provide all necessary labor and equipment to takedown the existing Cover-All building
 - Disposal of Cover-All materials not included

Sourcewell Furnish & Install Budget Price: \$180,565

See exclusions on last page



Market Provisions:

- Greystone is committed to being your trusted team partner on your project. We are asking all of our clients recognize the volatility of our markets and understand we are providing current pricing for budgeting purposes with the need to adjust final project pricing based on the markets at the actual time of the order. It's important to provide you with the best value for your project, and we do not want to speculate where the actual market rates will be at the time of procurement and/or delivery.
- Pricing is based on current market conditions and does not include future tariffs, surcharges, price escalation, or fees. (i.e., many wholesalers and manufacturers are not committing to pre-determined pricing for pre-ordered materials. These materials are priced at the time of the delivery.) Due to extremely volatile markets, pricing shall be re-evaluated at time of procurement and/or delivery. Any savings or additional cost would be communicated with Owner prior to procurement and/or delivery.
- Price increases will be assigned as contingency. Unless Greystone specifically outlines a contingency value in our proposal or scope of work, it is recommended that the Owner carry a contingency.
- Construction schedule may be affected by material shortages or lead times beyond our control. Any shortages or lead time issues will be communicated with the owner. Evaluation of alternatives will be reviewed, and the contract schedule or costs may be adjusted accordingly.
- Pandemic protocols enacted by the owner's requirements or federal/state/local jurisdictions following the execution of the construction contract may result in additional costs and schedule extensions to the contract. These may include but not limited to: employee testing, travel time for testing, temporary enclosures/facilities to isolate work forces, staffing shortages and subcontractor reselection if the current subcontractor cannot staff the project due to labor shortages as a result of newly enacted protocols.
- Unless noted otherwise proposal pricing is valid for 15 days



Exclusions – Items not included, but may apply to overall project:

- Architectural and Civil Engineering
- Modifications to existing concrete piers
- Permits & Fees
- Prevailing wage rates and Union labor
- Sales tax on materials
- Payment and performance bonds
- Emergency Responder Communication Enhancement System
- Cat II occupancy and FR Fabric
- US Steel – Building is fabricated in Canada using Canadian steel
- Testing & special inspections by owner – Soil borings, soils testing, concrete testing, bolt inspection, etc
- Site work including, but not limited to: soil corrections, granular base material under floor and bunker panels, excavation and backfill, site prep, import or export of materials, dewatering, etc
- Haul away and disposal of existing Cover-All bldg. materials
- Assumed building has 50' clear on all four sides for staging/erection and building engineering requirements
- Site specific safety requirements
- Bituminous paving or concrete – interior and exterior slabs and aprons
- Bunker panel toe extensions, dowels, or earth anchors unless noted otherwise
- Exterior aprons & stoops at doors
- Geotextile liner under building
- Doors – Overhead & personnel
- Insulation, interior liner panel or stainless steel cables
- All electrical & mechanical systems
- All winter conditions



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: June 11, 2024

Agenda Item: No. 5.9

Subject: Re-Approve Purchase and Installation of 2 Condensing Units and 6 Evaporators and Miscellaneous Equipment for Rogers Wine and Spirits

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

Recommended City Council Action

Motion to Re-Approve Purchase and Installation of 2 Condensing Units and 6 Evaporators and Miscellaneous Equipment for Rogers Wine and Spirits from Climate Air of Sauk Rapids, MN

Overview / Background

One of the condensers for cooling equipment for the Rogers Wine and Spirits walk-in cooler has failed and is in need of repair. Yale Mechanical, the city's HVAC vendor, examined the condenser and determined it would cost over \$10,000 to make the necessary repairs and could not guarantee their continued operation, especially in warmer temperatures. Yale also noted visual signs of disrepair with the second condensing unit.

Since both condensing units at Rogers Wine and Spirits are original equipment and are nearing their 20 year service life, it was determined that it would be prudent and more cost effective to replace both units at this time. Xcel Energy also has rebates of \$5,680.00 on the condensing units.

Staff obtained two quotes for the replacement units at the following prices:

Climate Air \$48,639.00
Twin City Mechanical \$58,495.00

On May 14, 2024 the City Council approved the purchase and installation for the condensing units from Climate Air of Sauk Rapids. Subsequent to the meeting, staff was advised by the President of Climate Air that their proposal was not correct. He informed staff that due to the recent acquisition of Climate Air by Yale Mechanical there was an issue with their estimating software and that their proposal did not include a significant amount of labor. They submitted a revised proposal for \$56,950.00 which is still the low proposal.

Staff Recommendation

Motion to Re-Approve Purchase and Installation of 2 Condensing Units and 6 Evaporators and Miscellaneous Equipment for Rogers Wine and Spirits from Climate Air of Sauk Rapids, MN

Financial Impact: \$56,950.00 **Budgeted?** No

Source Fund: 609-497-9760-44010-40

Notes:

ATTACHMENTS:

Description

Climate Air Original Quote

Climate Air Revised Quote

Twin City Mechanical Quote

PROPOSAL

Date: 5/9/2024

Mr. Gary Buysse



Description of Proposal

Gary- We are pleased to quote the replacement of the Rogers Wine and Spirit walk in cooler equipment (2 condensing units and 6 evaporators) as follows for your consideration.

Scope:

Items included as follows-

- 1) Replace the existing (2) condensing units on roof and the (6) evaporators in the walk in cooler boxes with new Heatcraft equipment (scroll compressors in CU's and high eff. 2 speed EC evaporator fans).
- 2) Provide and Install (6) new expansion valves.
- 3) Provide and install (2) new liquid line dryers.
- 4) Provide new defrost time clocks
- 5) Remove and dispose of old equipment per EPA guidelines.
- 6) Crane.
- 7) Provide 449A Refrigerant.
- 8) Provide evacuation of refrigeration systems to 500 microns with holding static leak testing to insure proper evacuation and no leaks/ start up and TXV adjusting as needed.

NOT included:

- 1) any electrical wiring.
- 2) any premium time hours.

Please call or e-mail if you have any questions.

Thank you for the opportunity to quote this project for you.

Mitch Fischer.

320-293-3637 cell

mitchf@climateairinc.com

MN State Sales Tax - (6.875%)

Quoted price is valid for 30 days from proposal date. 50% payment due upon customer approval of proposal and before ordering equipment. The remaining to be billed on progression basis of the project. Thank you for the opportunity to bid this project.

TOTAL: \$48,639.00

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our controls. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Contractor's
Signature : _____

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work.

Date of Acceptance : _____

Authorized
Signature : _____

PROPOSAL

Date: 5/9/2024

Rogers Wine and Spirits
22350 South Diamond Lake Road
Rogers, MN 55374



Description of Proposal

Gary- We are pleased to quote the replacement of the Rogers Wine and Spirit walk in cooler equipment (2 condensing units and 6 evaporators) as follows for your consideration.

Scope:

Items included as follows-

- 1) Replace the existing (2) condensing units on roof and the (6) evaporators in the walk in cooler boxes with new Chandler equipment (scroll compressors in CU's and high eff. 2 speed EC evaporator fans).
- 2) Provide and Install (6) new expansion valves.
- 3) Provide and install (2) new liquid line dryers.
- 4) Provide new defrost time clocks
- 5) Remove and dispose of old equipment per EPA guidelines.
- 6) Crane.
- 7) Provide 404A or 449A Refrigerant.
- 8) Provide evacuation of refrigeration systems to 500 microns with holding static leak testing to insure proper evacuation and no leaks/ start up and TXV adjusting as needed.

NOT included:

- 1) any electrical wiring.
- 2) any premium time hours.

Please call or e-mail if you have any questions.

Thank you for the opportunity to quote this project for you.

Mitch Fischer.
320-293-3637 cell
mitchf@climateairinc.com

MN State Sales Tax - (6.875%)

Quoted price is valid for 30 days from proposal date. 50% payment due upon customer approval of proposal and before ordering equipment. The remaining to be billed on progression basis of the project. Thank you for the opportunity to bid this project.

TOTAL: \$56,950.00

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our controls. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Contractor's
Signature : _____

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work.

Date of Acceptance : _____

Authorized
Signature : _____

ROGERS WINE & SPIRITS

Rogers Wine & Spirits
21725 S. Diamond Lake Rd.
Rogers, MN 55374
United States
Tel: (763) 428-0163
Contact: Gary Buysse



TWIN CITY MECHANICAL INC
2141 108TH LN NE
Blaine, MN 55449
Tel: (763) 784-0566
E-mail:
mail@twincitymechanical.com

Q4760
Quote is Pending

QUOTE DETAILS

SCHEDULED	
CURRENT PRICE	\$58,495.00
JOB LEAD	CREW
CUSTOMER PO: MAKE: MODEL#:	
SERIAL#: VOLTAGE: REFRIGERANT:	
TYPE: Job	

QUOTE DESCRIPTION

Date: 5-6-2024
Q4760
Subject: Walk in refrigeration

Twin City Mechanical is pleased to provide a quote for providing and installing a new refrigeration system for the walk in cooler at this location. We will only remove half of the system at a time unless you want to do a hard shut down of the cooler for about a week. We will re-use the drain lines if possible and modify for the new evaporators. New refrigerant lines will be run from the roof to the evaporators.

Included:

- * TCM Labor
- * Installation materials
- * 2 - new outdoor condensing units set on the roof
- * 6 - new evaporator coils set in the cooler
- * Pipe and fittings to complete the job
- * Refrigerant
- * Crane service
- * Removal and disposal of the old equipment
- * Start up and test

Not included:

- * Original service call
- * Electrical other than re-attach
- * Building code updates
- * Permits if required
- * Service issues not related to the job quoted
- * Overtime hours
- * Carpentry, drywall, painting, or concrete work
- * Roofing
- * Structural, mechanical, or engineered drawings

Payment terms: 50% down and 50% due upon completion.

Twin City Mechanical is not responsible for delays due to but not limited to, equipment shortages, factory delays, parts shortages, or transportation delays.

Thank you for this opportunity, we look forward to hearing from you!

WORK DETAILS

NAME	DESCRIPTION	UNIT PRICE	QTY	PRICE
Install Refrigeration		\$58,495.00		\$58,495.00
				\$58,495.00
Net:				\$58,495.00
Net Labor:				\$0.00
Tax:				\$0.00
Total:				\$58,495.00

ACCEPTANCE OF PROPOSAL : THE ABOVE OR ATTACHED PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

AUTHORIZED SIGNATURE _____

DATE OF ACCEPTANCE _____

Your Signature on this quote is your acceptance of these terms and conditions and all work proformed. Discrepancies must be reported to the accounts recievable within 7 days of invoice date or billing is accepted "as is". Finance charges apply to any or all outstanding invoices of 1.5% which is an annual percentage rate of 18% on any givin monthly statement. Invoices are subject to 4% service fee on all credit card payments. Payments will be applied to finance charges than to the oldest open invoice. Accounts past due will be placed on service hold until satisfied. Accounts not satisfied will be referred to collection services. Customer agrees to pay for all costs of collections including reasonable attorney fees and court costs.

Thank you for this opportunity to service your Refrigeration and HVAC Needs

TWIN CITY MECHANICAL



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: June 11, 2024

Agenda Item: No. 7.1

Subject: Approve Items Related to Heidi and Nicholas Kepharts' Land Use Amendment, Rezoning, and Lot Combination Request

Prepared By: Alec Henderson, City Planner

Recommended City Council Action

- Approve Resolution 2024-39 Approving Land Use Amendment from Mixed Density Residential to Low Density Residential
- Approve Ordinance 2024-04 Approving Zoning Map Amendment from R4 to R2
- Approve Resolution 2024-55 Approving a Lot Combination

Overview / Background

Heidi and Nicholas Kephart ("Applicants") submitted Land Use & Zoning Applications requesting a Land Use Map amendment (Mixed to low density residential) and a Map Rezoning request (R4 to R2). The requests involve a .78-acre site is located behind their home at 13672 Superior Court. The Parcel has a PID 16-120-23-41-0080 referred to hereafter as the "Subject Property". The applicant intends to combine this .78 acre parcel with their .31 acre single-family home lot are requesting changes to the land use map and zoning map to allow for a lot combination (also being reviewed in conjunction with this map amendments. The end result would be a larger, approximately 1 acre single-family home lot.

Previous to this application, the council reviewed a lot split application submitted by the Hassan Sand and Gravel/Sherber Family Limited Partnership which split and sold this .78 acre parcel from the larger parent parcel Outlot B of Edgewater Second Addition. This lot split was approved on August 22, 2023 by the City Council by Resolution 2023-69. Lot Splits are and minor subdivisions are typically only reviewed and approved by the City Council (eg. Lot changes or subdivisions that do not result in more than 5 lots).

The requested Land Use amendment (and subsequent rezoning) would have little to no impact on our minimum density requirements for sewerred residential land from the Met Council. Additionally, a .78 acre parcel of land would have little impact on further development of the larger parent parcel to the north.

It should be noted, that in 2021 the area around Industrial Blvd was reguied from Medium Density to Mixed Density Residential. This was during the subdivision for Rachel Development's Edgewater 3rd Addition Development on the north side of Industrial Blvd.

Planning Commission recommended approval of the Land Use Amendment and Rezoning unanimously.

Primary Issues to Consider

1. Land Use & Zoning
2. Comprehensive Plan Amendment
3. Rezoning
4. Lot Combination

Analysis of Primary Issues

1. Land Use & Zoning

The Subject Property is guided as **(Mixed Residential)**, per the 2040 Comprehensive Plan, and zoned **R4 (Mixed-Density Residential)**. In order to move forward with a lot combination, both parcels involved need to have the same land use designations and zoning district. The request would align the subject property's designation and zoning district to the Kepharts .31-acre single-family lot which is guided **Low Density Residential** and Zoned **R2 (Single Family Residential)**.

The Metropolitan Council will review the proposed change and their approval would be required for that change to take effect. Likely, the request would fall under the Met Council's administrative review process.

2. Comprehensive Plan Amendment.

The request is the amend the land use plan for the subject parcel and change the land use from Mixed Residential 4-15 u/ac) to Low Density Residential (2-5 u/ac). Comprehensive Plan amendments do require review and approval from the Metropolitan Council. Cities hold a public hearing and take action on the amendment and forward the request to the Met Council for their review. Since the property involved has little to no cumulative impact to density requirements imposed by the Met Council and is not directly adjacent to other communities the request should fall under the Met Council's administrative review process.

Cities have high discretion when it comes to amendments of plans and policy. The recommendation and action on the land use plan amendment is completely policy driven and the City can determine whether the request makes sense for the location and needs of the City. Ultimately, the request would have very minimal impact on the overall minimum density of the City. See the below tables.

Table 1 - Land Use Sewered Residential Categories

Category	Density		No Change		
	Min	Max	Net Acres	Min Units	Max Units
Low Density Residential	2	5	1,906.2	3,812	9,531.0
Medium Density Residential	5	11	389.0	1,945	4,279.3
High Density Residential	11	60	133.4	1,467	8,002.2
Mixed Residential	4	15	802.9	3,212	12,043.5
Mixed Use - Downtown (40% residential)*	8	60	11.0	88	660.0
Mixed Use - Regional (40% residential)*	8	40	153.9	1,231	6,156.0
Mixed Use - Neighborhood (60% residential)*	3	6	99.6	299	597.6
TOTALS	3,496.0		12,054	41,270	
Overall Density				3.4	11.8

Table 2 - Land Use Sewered Residential Categories

With Change

Category	Density		Net Acres	Min Units	Max Units
	Min	Max			
Low Density Residential	2	5	<u>1,907.0</u>	<u>3,814</u>	<u>9,534.9</u>
Medium Density Residential	5	11	389.0	1,945	4,279.3
High Density Residential	11	60	133.4	1,467	8,002.2
Mixed Residential	4	15	<u>802.1</u>	<u>3,208</u>	<u>12,031.8</u>
Mixed Use - Downtown (40% residential)*	8	60	11.0	88	660.0
Mixed Use - Regional (40% residential)*	8	40	153.9	1,231	6,156.0
Mixed Use - Neighborhood (60% residential)*	3	6	99.6	299	597.6
TOTALS			3,496.0	12,053	41,262
Overall Density				3.4	11.8

The proposed change would result in a decrease in minimum units by approximately one unit, and maximum units by approximately eight units. Average densities have a minimal change as well and remain at 3.4 u/ac. Please see the land use amendment figures for the area. Planning Commission Recommended Approval of the Land Use Amendment

3. Rezoning

The zoning map request is slightly less discretionary; however, it is still at the base of the discretion pyramid and is policy oriented. The question to answer, typically, for a rezoning is: does the request match the Land Use Plan? And does what we know about the development meet the intent of the Comprehensive Plan and Zoning District? In this case, if the comp plan amendment is successful and supported by the Planning Commission and City Council, then the rezoning request would be supported by the land use plan. The rezoning to R2 makes complete sense with a low-density land use guidance. However, if the Council is to deny the comprehensive plan or land use map amendment, then the corresponding action for the rezoning should also be denial as a low-density zoning district would not meet the intent of a mixed density land use guidance. Planning Commission recommended approval of

4. Lot Combination

The reguigance and rezoning request also accompanies a lot combination request. Planning Commission provided no recommendation on this item as it is a Council item. The lot combination, assuming a successful reguigance and rezoning, would meet the intent of the comprehensive plan and R2 zoning district requirements.

5. Public Hearing

The Public Hearing for the Land Use Amendment and the Rezoning Amendment was held on 6/3/24 at the Regular Planning Commission Meeting. Two residents near the request area were present for the hearing.

Nicolas Hartlage of 13621 Birch Road voiced concerns regarding stormwater issues in the area in rear yards. While the Land Use and Rezoning and Lot Combination requests do not directly impact any stormwater issues, we have made Public Works staff aware of the concerns. These stormwater concerns seem to be a separate issue than the items directly in front to the Commission and Council. That being said, any stormwater concerns that are present during any building permit for any given property can be addressed to the extent feasible. Stormwater infrastructure would be maintained by

the City.

Brandon Anderson of 23692 Birch Road brought a letter and pictures voicing concerns with construction of any improvements that would impede their view of adjacent land. The letter in question is attached to this item. At the meeting Mr. Anderson requested conditions to increase setbacks from rear property lines for future improvements that the Kepharts may construct. Staff did not recommend any conditions that would go beyond what is required for R2 district zoning performance standards. Conditions can be applied to special use permits (CUPs, IUPs, or Variance) provided they are reasonable and are aimed at reducing negative impacts. The items that were before the commission were not related to a specific use permit, and were map amendments. The only conditions typical on map amendments are related to jurisdictional review (e.g. Met Council).

Staff Recommendation

The Planning Commission has recommended approval of the Land Use Amendment and Rezoning Request. Staff would recommend approval of the Lot Combination request provided Council approves the Land Use Amendment and Rezoning. The Lot Combination action should follow the action of the map requests.

Options:

Motion to Approve Resolution 2024-39 Amending the 2040 Rogers Comprehensive Plan Land Use Map.

Motion to Approve Ordinance 2024-04 Approving the Rezoning of the Kephart Property from R-4 to R-2 contingent on the Comprehensive Plan Amendment.

Motion to Approve Resolution 2024-55, Conditionally Approving the Lot Combination Request for Property at 13675 Superior Court and Property with PID 16-120-23-41-0080.

ATTACHMENTS:

Description

Resolution 2024-39 - Approving Land Use Amendment

Ordinance 2024-04 - Approving Rezoning

Resolution 2024-55 - Conditionally Approving Lot Split

Land Use Change Figure

Zoning Map - With Change

Survey of the Property Zoning Lot Combination

Brandon Anderson Letter

**CITY OF ROGERS
RESOLUTION NO. 2024-39**

**A RESOLUTION AMENDING THE 2040 ROGERS COMPREHENSIVE PLAN
LAND USE MAP FOR THE CITY OF ROGERS**

WHEREAS, on April 28, 2020, the City Council approved Resolution No. 2020-33, adopting the 2040 Comprehensive Plan (“2040 Plan”) for the City of Rogers (“City”), its decennial update as required by Minnesota Statute §473.864; and,

WHEREAS, an application was received by Heidi and Nicolas Kephart to Amend the Comprehensive Plan Land Use Map for subject property described in Exhibit A is proposing the following Land Use map amendment:

1. Map Amendment: Change the land use designation for the following property, as shown on the map in Exhibit B, from Mixed Density Residential to Low Density Residential. The PID # for the property is: 13-120-23-44-0004 and 13-120-23-44-0007; and,

WHEREAS, the proposed amendments, if approved, the community-wide average residential minimum density would remain 3.4 units per net acre; and,

WHEREAS, pursuant to Minnesota Statute §473.858, the proposed amendments to the 2040 Plan meet the requirements for the Metropolitan Council’s Administrative Review Process; and,

WHEREAS, the Planning Commission on June 3, 2024 conducted a public hearing to consider the proposed amendments to the 2040 Plan and public comments, and thereafter submitted its recommendations of approval of all amendments to the City Council; and,

WHEREAS, on June 11, 2024, the City Council received the recommendation from the Planning Commission regarding the proposed amendments to the 2040 Plan, and approved the proposed amendments to the 2040 Plan, pending review and approval by the Metropolitan Council; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the proposed amendment is hereby approved contingent on Metropolitan Review and Approval and the City Planner is hereby directed to submit the proposed amendments to the 2040 Comprehensive Plan to the Metropolitan Council.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor and attested by the Clerk dated this 11^h day of June, 2024.

ATTEST:

Rick Ihli, Mayor

Stacie Brown, Clerk

EXHIBIT A
Subject Property

Parcel- PID 1612023410080

That part of Outlot B, EDGEWATER SECOND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, lying southeasterly of the following described line: Commencing at the northeast corner of Lot 12, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota, also being a corner of said Outlot B; thence North 00 degrees 32 minutes 36 seconds West, plat bearing, along the east line of said Outlot B, a distance of 188.09 feet to the southeast corner of the Northeast Quarter of Section 16, Township 120, Range 23 and the point of beginning of the line to be described; thence South 75 degrees 51 minutes 41 seconds West, a distance of 284.30 feet to the most northerly corner of Lot 14, Block 2 of said plat of EDGEWATER and terminating thereat.
(Abstract Property)

EXHIBIT B **2040 COMPREHENSIVE PLAN AMENDMENT** **MIXED DENSITY RESIDENTIAL TO LOW DENSITY RESIDENTIAL**

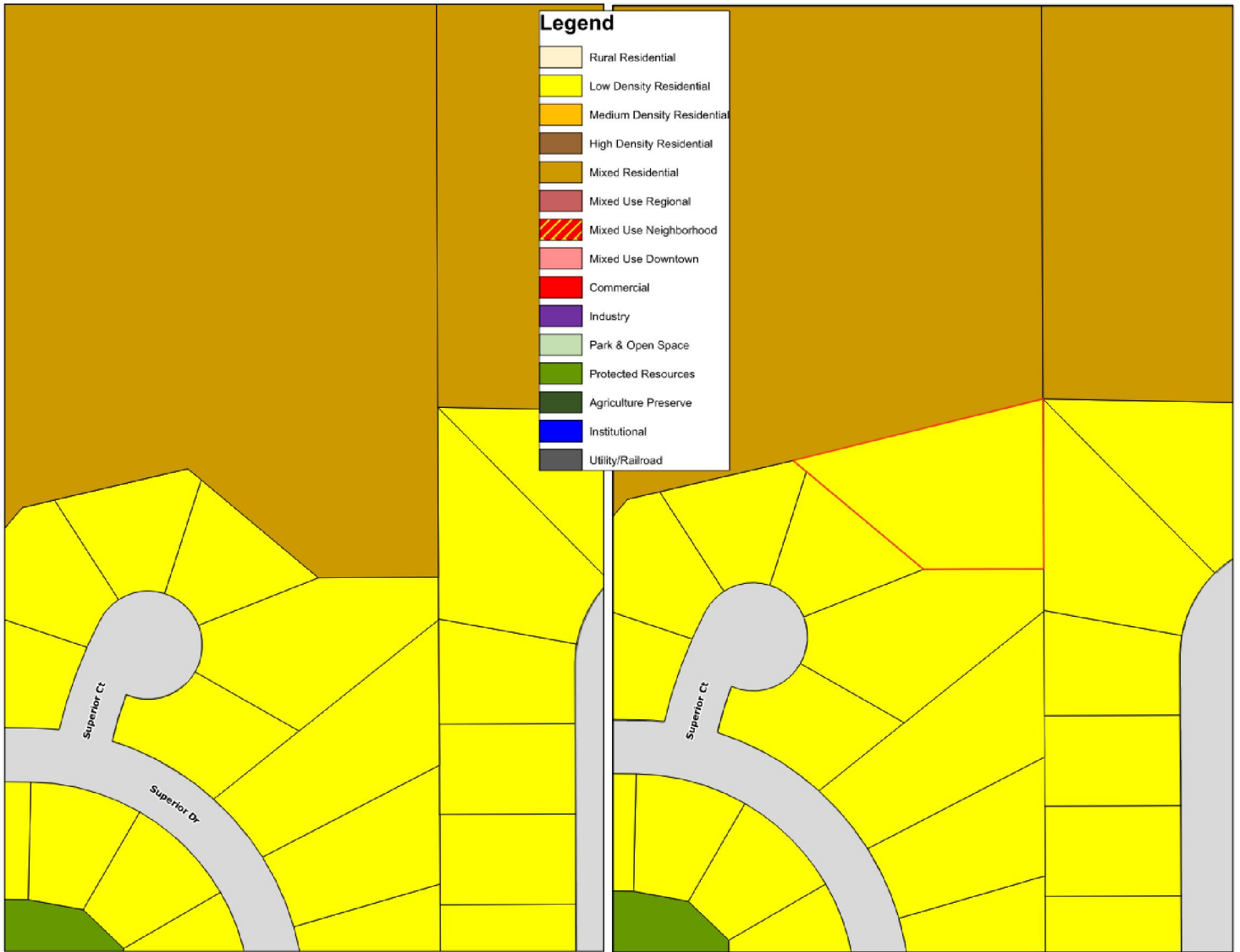


Table 1 - Land Use Sewered Residential Categories

No Change

Category	Density		Net Acres	Density	
	Min	Max		Min	Max
Low Density Residential	2	5	1,906.2	3,812	9,531.0
Medium Density Residential	5	11	389.0	1,945	4,279.3
High Density Residential	11	60	133.4	1,467	8,002.2
Mixed Residential	4	15	802.9	3,212	12,043.5
Mixed Use - Downtown (40% residential)*	8	60	11.0	88	660.0
Mixed Use - Regional (40% residential)*	8	40	153.9	1,231	6,156.0
Mixed Use - Neighborhood (60% residential)*	3	6	99.6	299	597.6
TOTALS			3,496.0	12,054	41,270
			Overall Density	3.4	11.8

Table 2 - Land Use Sewered Residential Categories

With Change

Category	Density		Net Acres	Density	
	Min	Max		Min	Max
Low Density Residential	2	5	1,907.0	3,814	9,534.9
Medium Density Residential	5	11	389.0	1,945	4,279.3
High Density Residential	11	60	133.4	1,467	8,002.2
Mixed Residential	4	15	802.1	3,208	12,031.8
Mixed Use - Downtown (40% residential)*	8	60	11.0	88	660.0
Mixed Use - Regional (40% residential)*	8	40	153.9	1,231	6,156.0
Mixed Use - Neighborhood (60% residential)*	3	6	99.6	299	597.6
TOTALS			3,496.0	12,053	41,262
			Overall Density	3.4	11.8

ORDINANCE NO. 2024-04

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP
OF THE CITY OF ROGERS**

The City Council hereby ordains as follows:

Section 1. Rezoning to Single-Family Residential (R2)

The official zoning map of the City of Rogers is hereby amended as follows:

The Subject Properties depicted in Exhibit A (PID 1612023410080) are hereby rezoned from Mixed-Density Residential (R4) to Single Family Residential (R2). The rezoning is depicted in Exhibit B.

Section 2. Effective

The City Planner is directed to mark the official zoning map consistent with this ordinance. This ordinance shall have full force effect upon its passage and publication contingent on approval of the land use map amendment considered under Resolution 2024-39.

Passed by the City Council of the City of Rogers, Hennepin County, Minnesota, this 11th day of June, 2024.

Rick Ihli, Mayor

ATTEST:

Stacie Brown, City Clerk

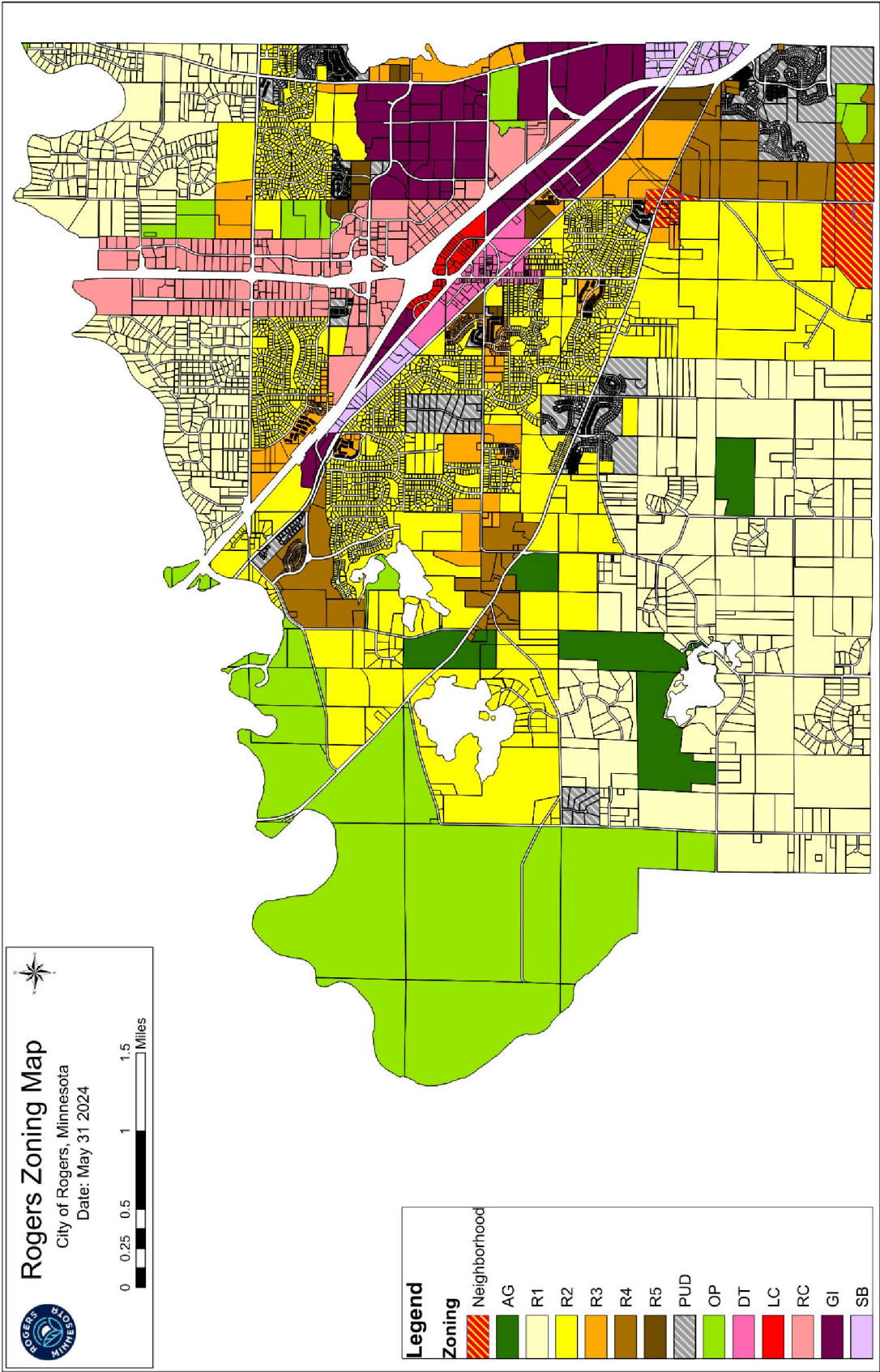
EXHIBIT A

SUBJECT PROPERTIES REZONING FROM MIXED-DENSITY RESIDENTIAL (R4) TO SINGLE-FAMILY RESIDENTIAL (R2)

Parcel- PID 1612023410080

That part of Outlot B, EDGEWATER SECOND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, lying southeasterly of the following described line: Commencing at the northeast corner of Lot 12, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota, also being a corner of said Outlot B; thence North 00 degrees 32 minutes 36 seconds West, plat bearing, along the east line of said Outlot B, a distance of 188.09 feet to the southeast corner of the Northeast Quarter of Section 16, Township 120, Range 23 and the point of beginning of the line to be described; thence South 75 degrees 51 minutes 41 seconds West, a distance of 284.30 feet to the most northerly corner of Lot 14, Block 2 of said plat of EDGEWATER and terminating thereat.
(Abstract Property)

EXHIBIT B
ZONING MAP



RESOLUTION NO. 2024-55

**A RESOLUTION APPROVING A LOT COMBINATION FOR PROPERTY AT 13672
SUPERIOR COURT AND PROPERTY WITH PID 16-120-23-41-0080**

WHEREAS, Heidi and Nicholas Kephart are the Owners of real property at 13672 Superior Court (PID: 16-120-23-33-0002) and property with PID 16-120-23-41-0080 (Subject Property), together approximately 1.09 acres, as legally described in Exhibit A; and,

WHEREAS, the Owner of the Subject Property intends to perform a lot combination for the Subject Property (Minor Land Division) as described in Exhibit B and illustrated in Exhibit C; and,

WHEREAS, the Owner is proposing to combine the Subject Properties in a manner that creates one total parcel 1.09 acres in size from the existing two parcels; and

WHEREAS, City Code §121-32 authorizes Minor Land Divisions of property without a formal platting process provided the lot performance standards are met for the resulting lot(s); and,

WHEREAS, the Subject Property is zoned Single-Family Residential (R2), guided Low Density Residential and the proposed Minor Land Division adequately meets the minimum lot standards of the R2 district per City Code §121-55; and,

WHEREAS, the proposed Minor Land Division meets the spirit and intent of the zoning and subdivision code provided the conditions herein are adhered to.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, AS FOLLOWS: the Minor Land Division of the Subject Property, combining two parcels is hereby approved and the City Planner is authorized to submit to the County an Administrative Subdivision Form authorizing the division. The approval shall be subject to the following conditions:

1. The legal descriptions and survey proposed shall be subject to review by the County and/or City and may be revised prior to executing the Lot Split; and
2. The Lot Combination is Conditioned on the Metropolitan Council Review and Approval of the Land Use Amendment considered under Resolution 2024-39; and
3. The Subject Property shall meet the requirements of section 125-32 – Minor Land Divisions including the limitations on number of times a given lot may receive approval for Lot Splits; and
4. The Owners shall adequately alter existing or record new drainage and utility easements to as required by the City Engineer; alterations could include the vacation of the existing rear easement of Lot 13, Block 2, Edgewater, and/or the creation of new drainage and utility easements along the side and rear property lines of the newly described lot.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 11th day of June, 2024.

Mayor

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF EXISTING PARCELS

EXISTING PARCEL WITH PID 16-120-23-41-0014

Lot 13, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota.

EXISTING PARCEL WITH PID 16-120-23-41-0080

That part of Outlot B, EDGEWATER SECOND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, lying southeasterly of the following described line: Commencing at the northeast corner of Lot 12, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota, also being a corner of said Outlot B; thence North 00 degrees 32 minutes 36 seconds West, plat bearing, along the east line of said Outlot B, a distance of 188.09 feet to the southeast corner of the Northeast Quarter of Section 16, Township 120, Range 23 and the point of beginning of the line to be described; thence South 75 degrees 51 minutes 41 seconds West, a distance of 284.30 feet to the most northerly corner of Lot 14, Block 2 of said plat of EDGEWATER and terminating thereat.

EXHIBIT B

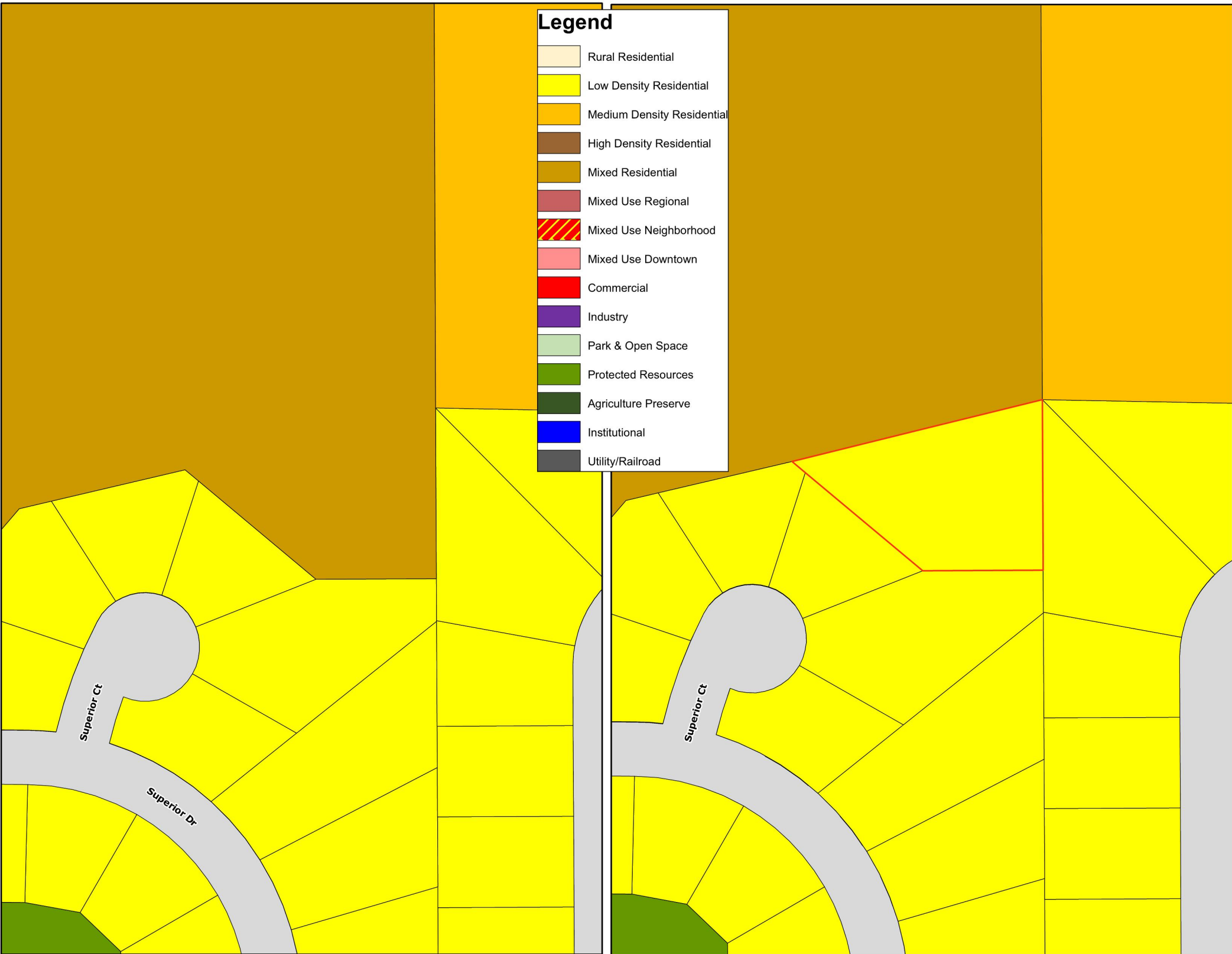
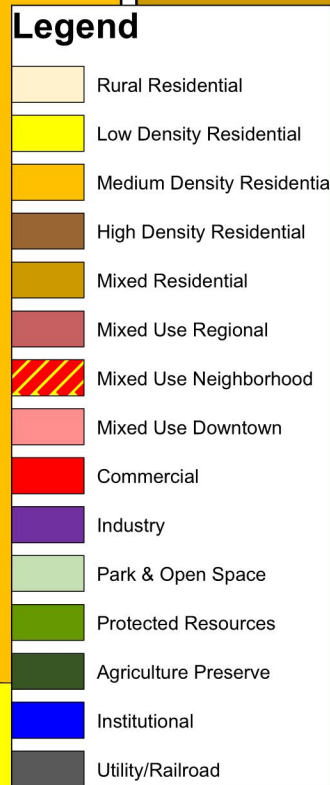
LEGAL DESCRIPTION OF PROPOSED LOT COMBINATION

Resulting Combination:

Lot 13, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota.

And

That part of Outlot B, EDGEWATER SECOND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, lying southeasterly of the following described line: Commencing at the northeast corner of Lot 12, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota, also being a corner of said Outlot B; thence North 00 degrees 32 minutes 36 seconds West, plat bearing, along the east line of said Outlot B, a distance of 188.09 feet to the southeast corner of the Northeast Quarter of Section 16, Township 120, Range 23 and the point of beginning of the line to be described; thence South 75 degrees 51 minutes 41 seconds West, a distance of 284.30 feet to the most northerly corner of Lot 14, Block 2 of said plat of EDGEWATER and terminating thereat.





Rogers Zoning Map

City of Rogers, Minnesota

Date: May 31 2024

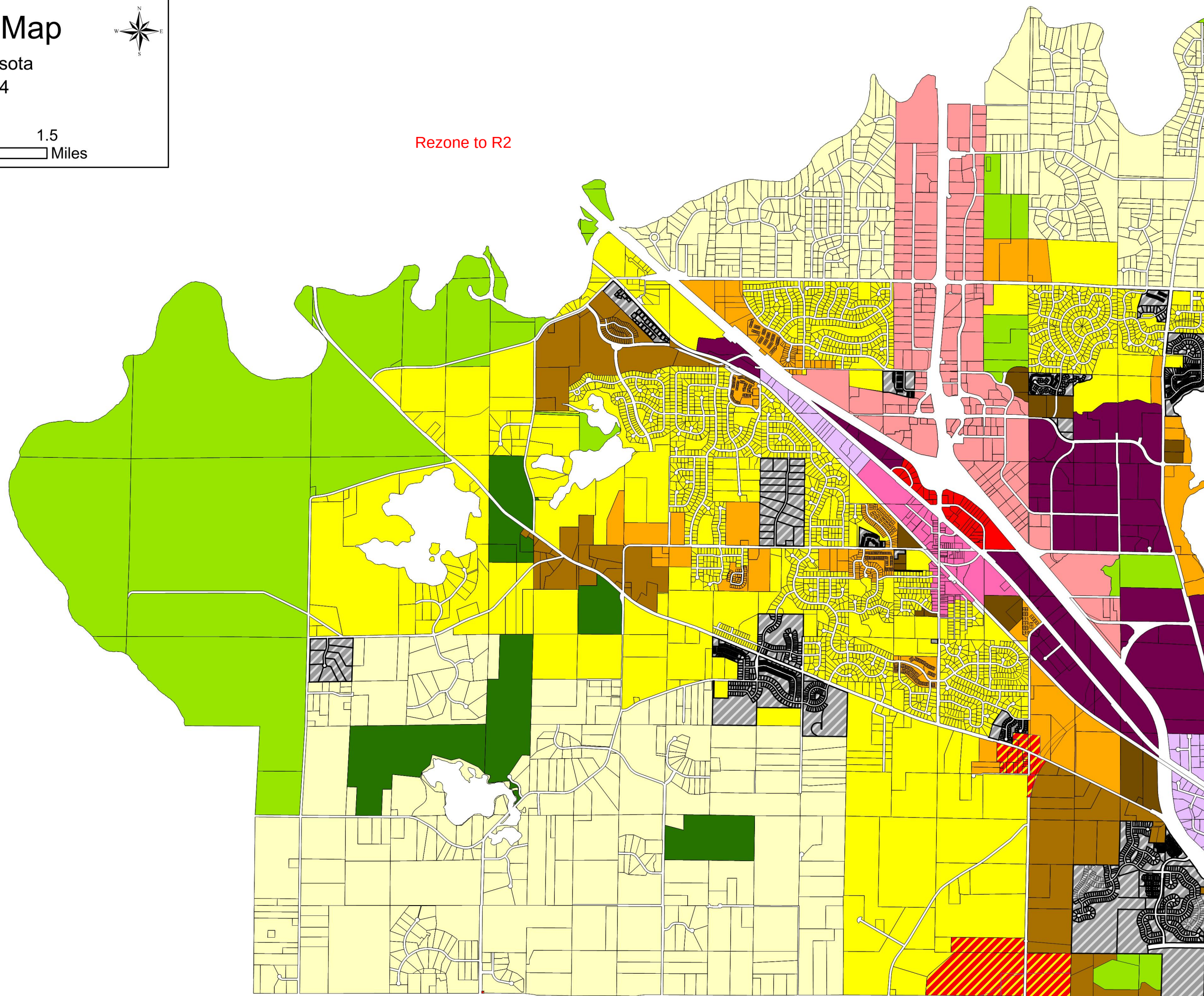


Legend

Zoning

	Neighborhood
	AG
	R1
	R2
	R3
	R4
	R5
	PUD
	OP
	DT
	LC
	RC
	GI
	SB

Rezone to R2



CERTIFICATE OF SURVEY
FOR
HEIDI & NICK KEPHART



- DENOTES IRON MONUMENT SET
- DENOTES IRON MONUMENT FOUND
- ⊙ DENOTES CAST-IRON MONUMENT FOUND

PROPERTY ADDRESS:
13672 Superior Court, Rogers, MN 55374

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

Date 07/19/2023
Abram A. Niemela
License No. 48664

 708 1st Avenue NE, #1 Buffalo, MN 55313 PH. 763.682.1781 WWW.MEYERROHLIN.COM		REVISIONS	
		01/16/2024	
DRAWN BY AAN		BOOK 400 PAGE 67	DATE 07/19/2023
SHEET 1 OF 1 SHEETS		FILE NO. 23219	

PROPERTY DESCRIPTIONS:

EXISTING KEPHART LOT

Lot 13, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota.

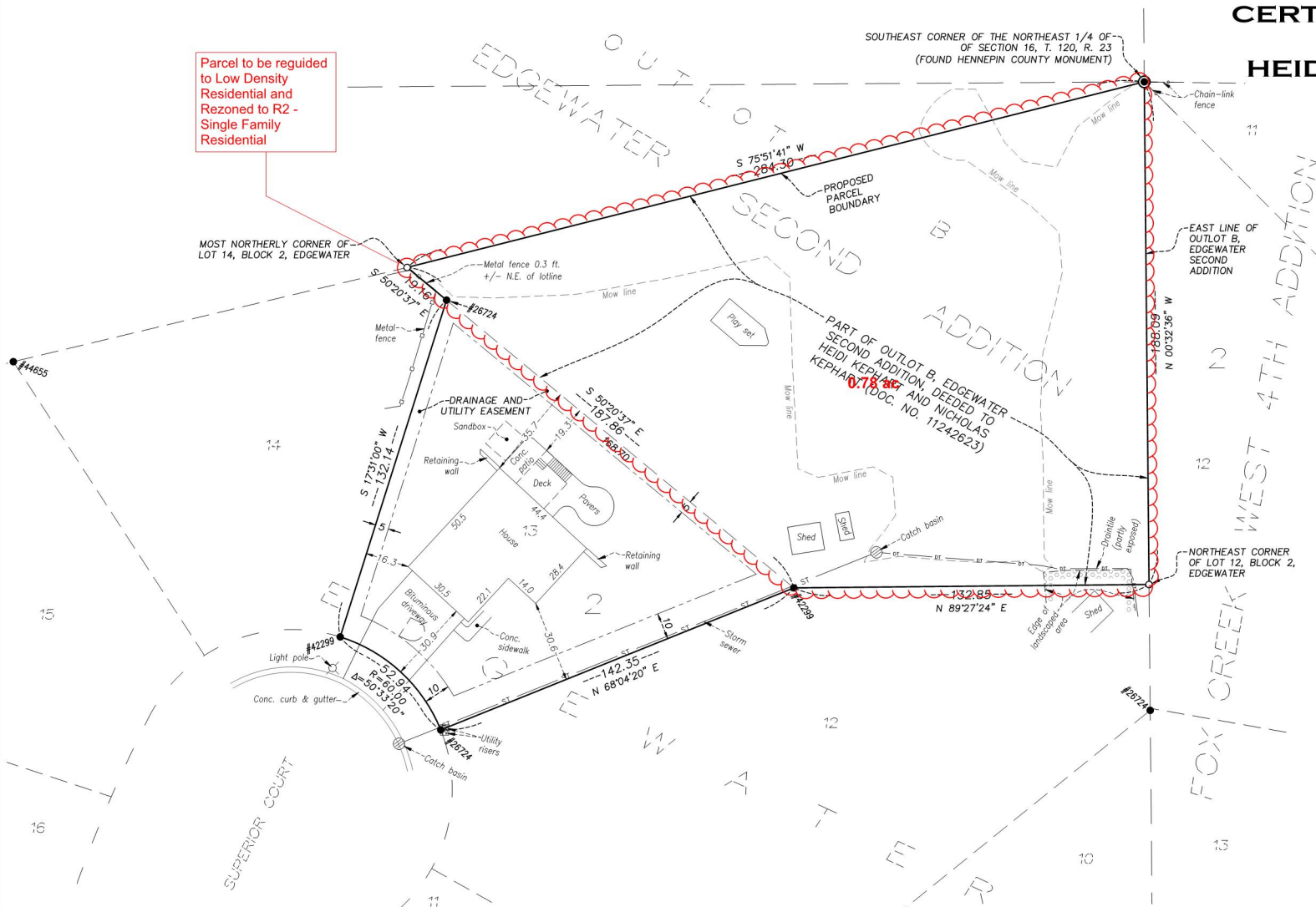
PARCEL SPLIT FROM OUTLOT B & DEEDED TO KEPARTS

That part of Outlot B, EDGEWATER SECOND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, lying southeasterly of the following described line: Commencing at the northeast corner of Lot 12, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota, also being a corner of said Outlot B; thence North 00 degrees 32 minutes 36 seconds West, plat bearing, along the east line of said Outlot B, a distance of 188.09 feet to the southeast corner of the Northeast Quarter of Section 16, Township 120, Range 23 and the point of beginning of the line to be described; thence South 75 degrees 51 minutes 41 seconds West, a distance of 284.30 feet to the most northerly corner of Lot 14, Block 2 of said plat of EDGEWATER and terminating thereat.

RESULTING DESCRIPTION OF COMBINED PARCEL:

Lot 13, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota.

and
That part of Outlot B, EDGEWATER SECOND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, lying southeasterly of the following described line: Commencing at the northeast corner of Lot 12, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota, also being a corner of said Outlot B; thence North 00 degrees 32 minutes 36 seconds West, plat bearing, along the east line of said Outlot B, a distance of 188.09 feet to the southeast corner of the Northeast Quarter of Section 16, Township 120, Range 23 and the point of beginning of the line to be described; thence South 75 degrees 51 minutes 41 seconds West, a distance of 284.30 feet to the most northerly corner of Lot 14, Block 2 of said plat of EDGEWATER and terminating thereat.



Parcel to be regraded to Low Density Residential and Rezoned to R2 - Single Family Residential

SURVEYOR'S NOTES:

- THIS SURVEY IS PROVIDED ONLY FOR USE BY THE CLIENT NAMED HEREON.
- TITLE DOCUMENTATION WAS NOT PROVIDED BY THE CLIENT. EASEMENTS ARE SHOWN ONLY ACCORDING TO THE RECORDED PLAT. EASEMENTS / ENCUMBRANCES MAY EXIST WHICH ARE NOT SHOWN HEREON.

PARCEL AREAS:

Original Lot (Lot 13): 13,424 Sq. Ft.
Parcel split from Outlot B: 34,042 Sq. Ft.
Overall total parcel: 47,466 Sq. Ft.

Monday, June 3, 2024

City of Rogers Planning Commission:

Thank you in advance for your consideration on my concern regarding the parcel of land adjacent to our home at 23692 Birch Road. My name is Brandon Anderson. My wife, Nichole Splett, and I purchased our home in 2012. For us, the thing that was most spectacular about this home was the view out the back off the elevated deck and the patio at ground level. We researched the property lines and future development on Superior Court. The lot lines on Superior Court and the small section of land which was a part of the much larger section of land down the hill gave us comfort in knowing the beautiful view would remain unobstructed. Based on this we felt the value of our home was worth the price. Had we not had that comfort, we would not have valued the home at the same amount and likely would not have won the bidding for the house and property. A few years ago we had a pool installed in our backyard. We chose the location of the pool and placed it strategically in a spot where the gorgeous views could be enjoyed from the pool area.

As the property in question was recently split, sold and now being considered for inclusion in one of the aforementioned properties on Superior Court, we are concerned over the potential decrease in value of our home. We are concerned the potential for the construction of new structures on that parcel would certainly de-value our home due to the loss of the most attractive feature of our home, the view out the back.

My wife and I, along with our 3 children, greatly enjoy and appreciate the beauty of watching the sun set over the bluffs in the distance, whether from the deck, patio, pool or the firepit in the backyard. We are not asking for the zoning committee to deny the request of our new neighbors, and we have no desire to see them not be able to utilize this land, however, we do request that the Planning Commission consider a condition to the request which would not allow the construction of a structure that would decrease our property value by impeding the view.

While difficult to define, I believe I may have a solution. Perhaps the condition could be that no structure can be constructed in a location where that structure is closer to our principal structure than it would be to the principal structure at 13672 Superior Court. I believe this type of condition could be easily defined and enforced as well as making a compromise for both properties to be able to retain/increase their value over time.

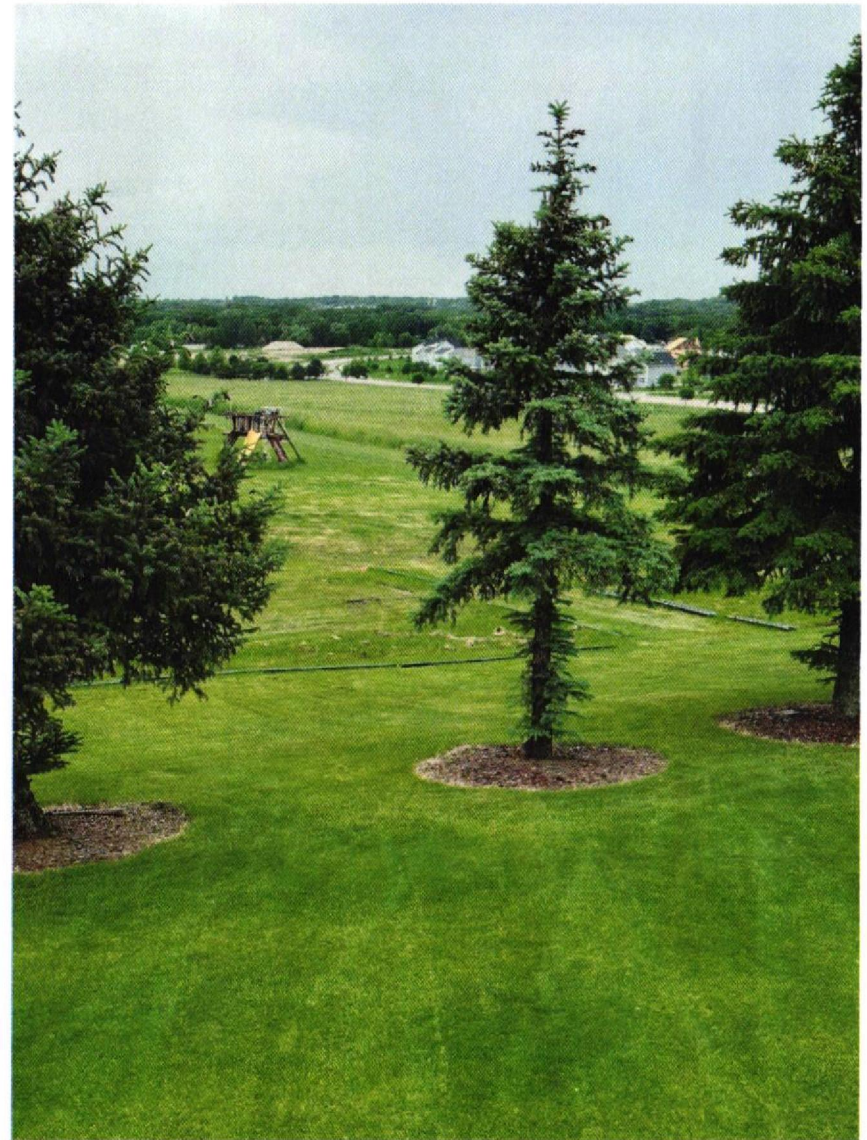
Thank you again for your time and consideration.

Sincerely,

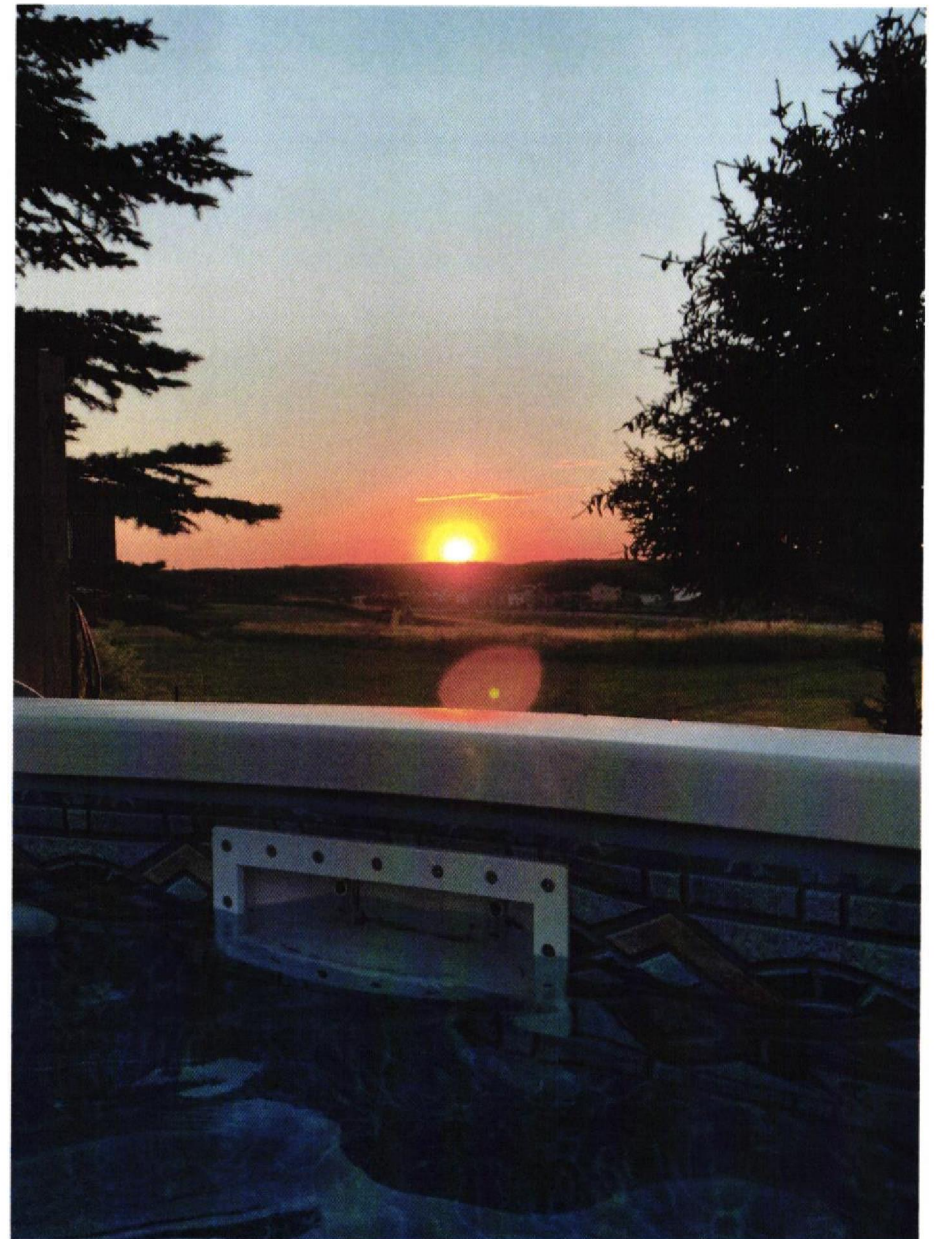
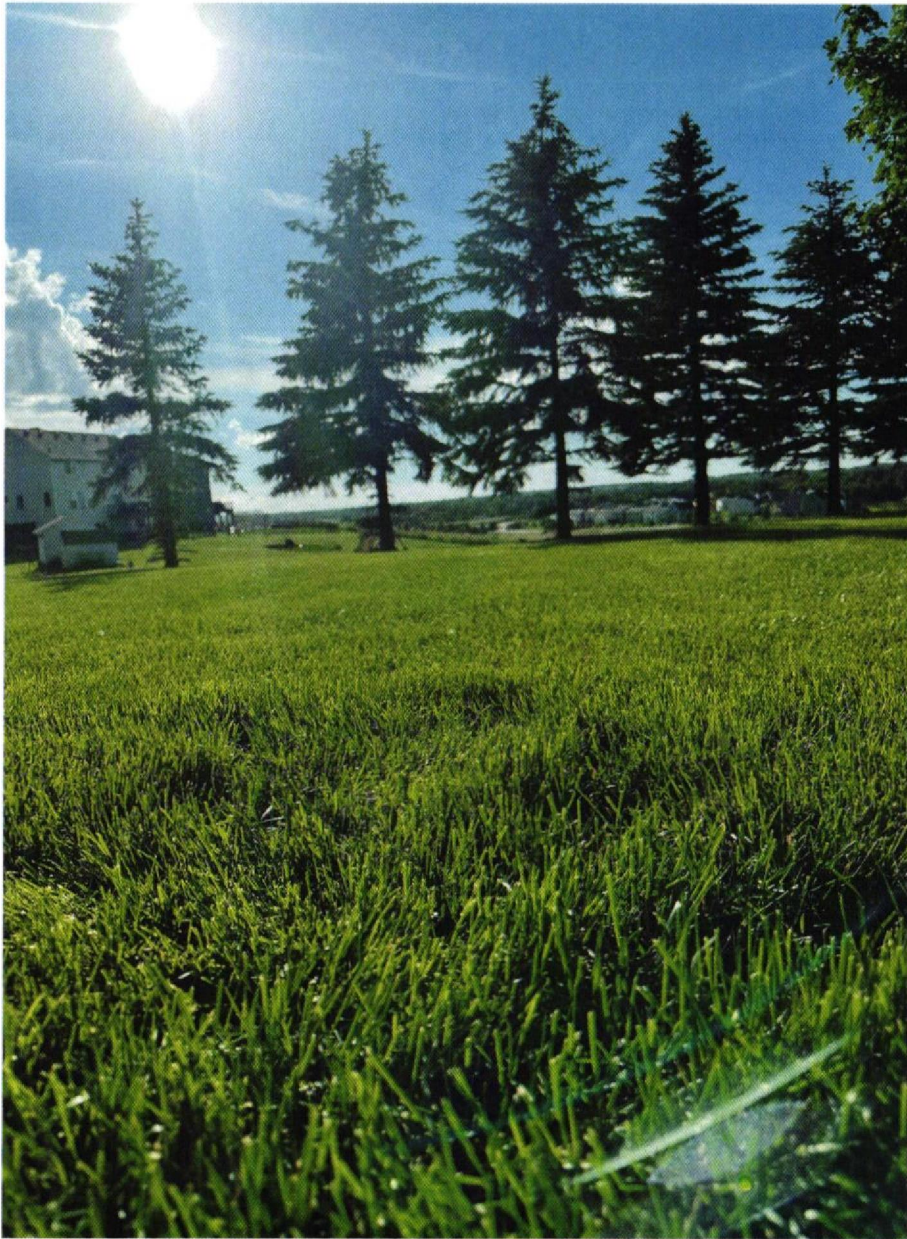
Nichole Splett, Brandon Anderson and Family
23692 Birch Road, Rogers, MN



Current view from our tree line, which is approximately 30 feet from the property line



Current view from our deck. We plans to relocate a couple trees in the near future.



Current view from our backyard patio and pool



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: June 11, 2024

Agenda Item: No. 7.2

Subject: Summergate Concept Plan Review (Knapp Property)

Prepared By: Alec Henderson, City Planner

Recommended City Council Action

Provide feedback and comments on concept plans. Concept plan comments are nonbinding and do not provide entitlements to the project.

Overview / Background

Summergate has submitted a Concept Plan application, requesting City review and comment for proposed residential subdivision on the south side of Territorial Road, west of Lennar's Skye Meadows subdivision on the Knapp family property with PID 27-120-23-22-0004. The proposed development would have road access directly across from the Big Woods development. The development site will be between 30 and 32 acres depending on whether adjacent parcels choose become a part of the development.

Summergate has provide two conceptual plans. The direction of the development is predominately single family. The difference between Concept A and Concept B is the possible improvements to the North East part of the site. Skye Meadows directly abuts the property in the north east part of the site where Lennar's townhome products are located. Concept A is shown as completely single family, while Concept B shows a row home product generally in line with what is in Skye Meadows to the East. Additional information on the concepts is below. The Applicant's preference is Concept A.

Generally, the concept plans are showing 79-86 units which would put the site at nearly 2.5 units/acre.

Primary Issues to Consider

1. Land Use and Zoning
2. Overview of Development Concepts
3. Planning Commission Feedback

Analysis of Primary Issues

1. Land Use and Zoning

The entire development area is guided as **Low Density Residential** and **Single-Family Residential (R2)**. Land guided as **Low Density Residential** has a net density range of 2.0 to 5.0 units per net acre.

The proposed unit count of 79-86 units would create a development density of between 2.46 u/ac and 2.69 u/ac. The proposed density would be in line with the guided and zoned use.

Single-family homes are the only permitted residential dwelling types by **R2** zoning. The benefit of Concept A is the ability to continue the development by right and securing entitlements provided all lots meet the minimum lot standards of the distr. Concept B does show single-family homes, however, the townhomes in the northeast part of the site may only be possible through planned unit development approval. This is an option/process the developer can go through and planning commission and council should weigh in generally on whether or not there is support for aligning townhome products in this location or supporting keeping the development on the track of straight R2 zoning.

The area shown as townhome in concept B is in the rear property of 23250 Wood Lane which is north of a large wetland complex. Likely the only way for this part of the land to development without major impacts to wetlands is through development of the Knapp property. Whether or not 23250 Wood Lane becomes a part of the development is yet to be determined.

Concept A submitted by Summergate currently satisfy the 2040 Plan and Zoning. Concept B has an issue with product type under R2, but could request PUD for a portion of the development.

2. Overview of Development Concepts

The Summergate concepts include the Knapp property and also possibly includes a portion of the Lloyd property at 23250 Wood Lane. The Single Family products are all roughly 70 wide lots with the vast majority of the lots meeting the minimum lot width of 65 ft wide (all are greater in width) size of 10,000 square feet. Several lots are currently deficient with some ability to shift to meet the minimum lot size. The engineered plans will likely correct most code issues. Single-family homes are the only *Permitted* residential uses in this zoning district. Concept A, the applicant's preferred concept, with 79 lots is currently the concept in alignment with currently adopted code for R2 compliance. Concept B is very similar with a different product type introduced in the northeast corner of the site with two 5-unit row style buildings. While Concept B does mesh well with the existing Skye Meadows development, additional zoning processes are needed to make this a possibility.

Park search areas are to the south and east of this location. The developer should integrate the site in to nearby trail and sidewalk corridors and explore safe crossing options across Territorial. Additional information will be shown in future submittals. The Parks director and possibly Parks Commission will review future submittals.

Utility access would come from Big Woods with possible looping through Skye Meadows. Utilities are at or very near the Site. Big Woods utility network is still undergoing construction.

The concept should the development getting access from Territorial Rd and Wood Lane. The Territorial access is generally supported by Hennepin County. Permitting and improvement requirements by the County will be review with future submittals. The Territorial Road access is directly across from the Big Woods/Harvest View entrance.

3. Planning Commission Feedback

No major issues were identified by the Planning Commissions. Comments included: Considering trail and sidewalk connections, wetland filling, and concern regarding the townhome section being

too small to support an HOA.

Staff Recommendation

As this is a Concept Plan there are no staff recommendations or requests for Council action. However, Council members are encouraged to provide comments.

ATTACHMENTS:

Description

Concept Plan A

Concept Plan B

Planning and Zoning Markup Comments

Public Works Comments 2a

Public Works Comments 2b

Parks Comments

Fire Comments

Police Comments

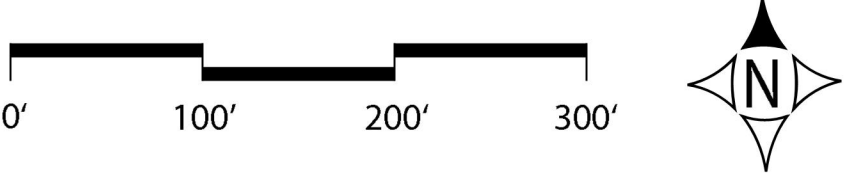
Preliminary County Comments

Concept Sketch Plan 2a



CONCEPT LAND USE DATA

Gross Site Area (Knapp):	31.3 ac
Addtl Parcel Area (Lloyd):	1.7 ac
(to estimated wetland edge)	
CO RD ROW:	0.5 ac
Delineated Wetlands:	0.5 ac
Net Developable Area:	32.0 ac
Ponding/Openspace:	~4.8 ac
(incl. wetland, wetland buffers, ponds, etc)	
Proposed 70' Lots:	79 Lots
70' wide x 140' deep typical (10k sf lot min.)	
Side setbacks: 10'/10'	
Overall Gross Density:	2.5 un/ac
79 un / 32.0 net developable ac	
Adjusted Net Density:	2.9 un/ac
79 un / 27.2 (net developable ac less ponding/ OS).	
Public Streets:	~5,110 lf
Aerial photography from State of Minnesota; Topography from State LIDAR	



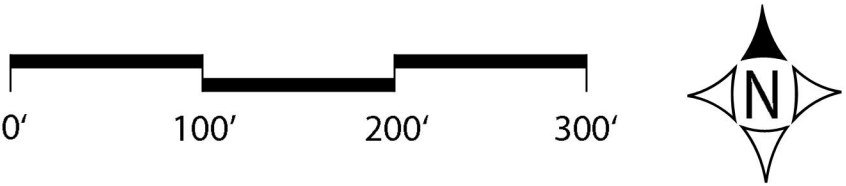
Westwood

Phone (952) 937-5150 12701 Whitewater Drive
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

5-09-2024
0033874

Knapp Property
Rogers, MN

Concept Sketch Plan 2b



Westwood

Phone (952) 937-5150 12701 Whitewater Drive
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

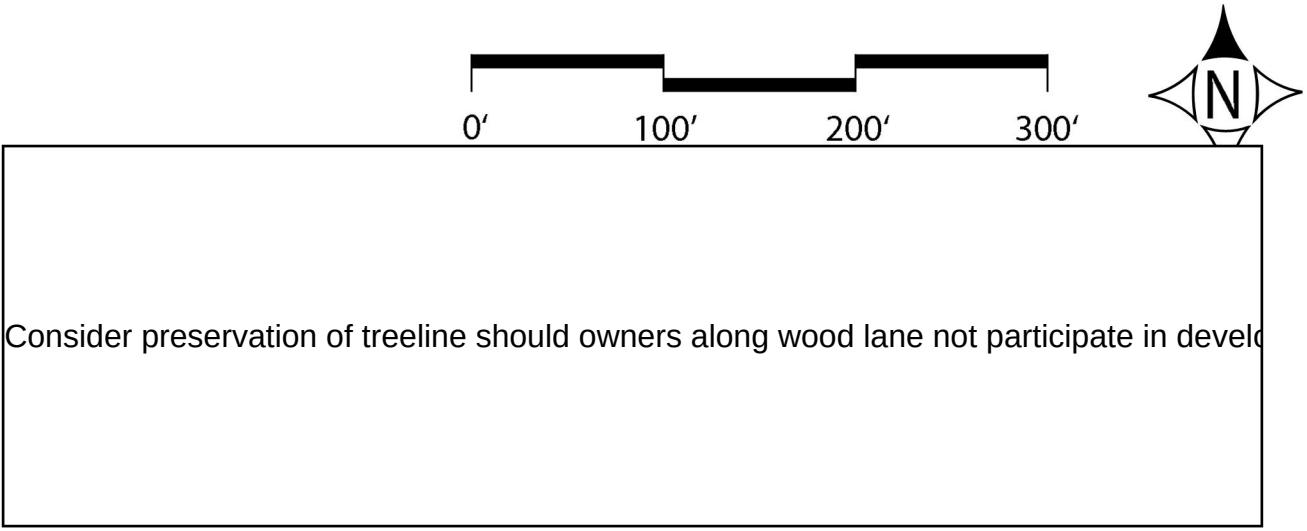
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0033874

Knapp Property
Rogers, MN

Concept Sketch Plan 2a



Generally, we have all lots meeting minimum 65 ft wide lots, min 10,000 sq ft. See Division 125-III-III - Subdivision and Platting Procedures 125-33 contain



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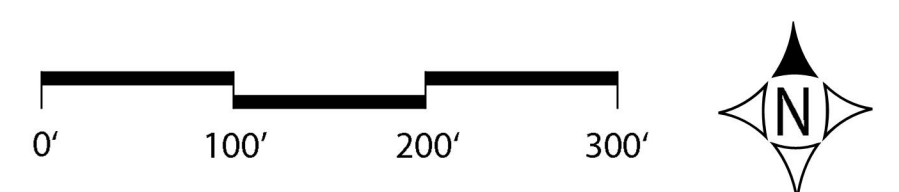
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Coordinate with County regarding intersection requirements and expectations and

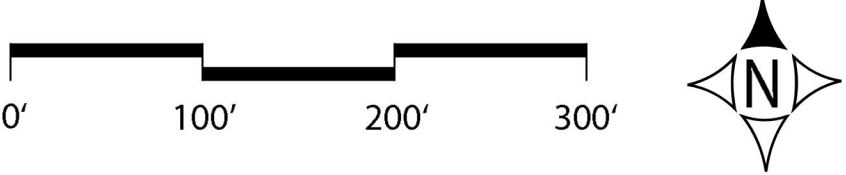
Review Parks Master Plan for trail connections and provide trail connections close

Knapp Property
Rogers, MN

Concept Sketch Plan 2a



Concept Sketch Plan 2b



Westwood

Phone (952) 937-5150 12701 Whitewater Drive
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

5-09-2024
0033874

Knapp Property
Rogers, MN

Alec Henderson

From: Mike Bauer
Sent: Tuesday, May 21, 2024 12:17 PM
To: Alec Henderson
Subject: RE: Revised Knapp concepts

Hi Alec,

We want to be a little south of the Knapp property. If we could connect the trails to Day Spring Estates Park (23), there is enough high ground in the southern portion of the park to create a full neighborhood park to serve the homes to the south of Territorial Road. Otherwise, we would be on what I believe to be the south side of Lennar or the REIMLER property (3), but looking at the value of REIMLER, it would be too costly to watch for a future purchase. Are we too late for number (3) to happen on Lennar's Piece?

I assume it is an error, but that piece that I think is Lennar, on the county website shows that it is the City of Rogers.



<https://gis.hennepin.us/Property?C=454627.899077132,5002624.433832867&L=6&T=aerial&IMG=&ANNO=false&FIID=2712023240039&VIS=>

My only other comment, and it may be because there is not much detail, is that there do not seem to be any trails on the concept for the neighborhood.

Feel free to let me know if you have any questions.

Thank you,



Parks and Recreation Director

Mike Bauer

mbauer@rogersmn.gov

22350 S. Diamond Lake Rd. Rogers, MN 55374

RogersMN.gov

Office: 763-428-0974

From: Alec Henderson <ahenderson@rogersmn.gov>
Sent: Friday, May 17, 2024 7:43 AM
To: Mike Bauer <mbauer@rogersmn.gov>
Subject: FW: Revised Knapp concepts

Mike,

We have some concepts in - Concept 2a (with all single family) is the most likely route.

Are there any park needs in this area where we want some acres dedicated?

Thank you,

Alec Henderson, AICP
CITY PLANNER



ahenderson@rogersmn.gov
22350 S. Diamond Lake Rd.
Rogers, MN 55374
Office: 763-428-0912

From: Alec Henderson

Sent: Tuesday, May 14, 2024 8:18 AM

To: Mike Albers <malbers@rogersmn.gov>; Doran Cote (dcote@rogersmn.gov) <dcote@rogersmn.gov>; Brett Angell <bangell@rogersmn.gov>; Patrick Farrens <pfarrens@rogersmn.gov>; Andrew Simmons (asimmons@rogersmn.gov) <asimmons@rogersmn.gov>

Cc: Dan Wills <dwills@rogersmn.gov>

Subject: FW: Revised Knapp concepts

All,
Please see the attached concept plan for the Knapp property. We have an official concept plan application. Please provide comments. I am hoping for comments by 5/28 if possible.

-Alec

Alec Henderson, AICP
CITY PLANNER



ahenderson@rogersmn.gov
22350 S. Diamond Lake Rd.
Rogers, MN 55374
Office: 763-428-0912

From: Bryan Tucker <BryanT@summer-gate.com>

Sent: Friday, May 10, 2024 10:08 AM

To: Alec Henderson <ahenderson@rogersmn.gov>

Subject: Revised Knapp concepts

Alec,

See attached updated concepts responding to staff recommendations.

We are having some preliminary discussions with adjacent property owners to determine their interest in selling all/part of their properties.

I'm sending fee/escrow to your attention later today.

Let me know if you have any questions or need anything else at this point.



Bryan Tucker

Senior Project Manager

17305 Cedar Avenue, Suite 200

Lakeville, MN 55044

c: **612-490-0982** o: **952-898-3461**

e: BryanT@summer-gate.com

w: www.summer-gate.com

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Alec Henderson

From: Patrick Farrens
Sent: Tuesday, May 14, 2024 8:24 PM
To: Alec Henderson
Subject: RE: Revised Knapp concepts

Is the SE road connection shown to be full at time of construction? (This is a lot of houses, to rely upon a singular in/out – waiting for future extensions).

Would prefer if the East connection to Sky Meadows occurred as well.

Hydrants are to be reviewed at the site plan level. Water system to be reviewed at site plan level.

Require future street extensions to be signed “Future Street Extension” – to alleviate residents not wanting it connected in the future.

Thanks



Patrick Farrens Jr., EFO
Fire Chief/Emergency Manager
Rogers Fire Department
21201 Memorial Drive | Rogers MN 55374
pfarrens@rogersmn.gov
Office: 763-428-0949 | Cell: 763-354-0141

From: Alec Henderson
<ahenderson@rogersmn.gov>
Sent: Tuesday, May 14, 2024 8:18 AM
To: Mike Albers

<malbers@rogersmn.gov>; Doran Cote <dcote@rogersmn.gov>; Brett Angell <bangell@rogersmn.gov>; Patrick Farrens <pfarrens@rogersmn.gov>; Andrew Simmons <asimmons@rogersmn.gov>

Cc: Dan Wills <dwills@rogersmn.gov>

Subject: FW: Revised Knapp concepts

All,
Please see the attached concept plan for the Knapp property. We have an official concept plan application. Please provide comments. I am hoping for comments by 5/28 if possible.

-Alec

Alec Henderson, AICP
CITY PLANNER

ahenderson@rogersmn.gov
22350 S. Diamond Lake Rd.
Rogers, MN 55374
Office: 763-428-0912



From: Bryan Tucker <BryanT@summer-gate.com>
Sent: Friday, May 10, 2024 10:08 AM
To: Alec Henderson <ahenderson@rogersmn.gov>
Subject: Revised Knapp concepts

Alec,

See attached updated concepts responding to staff recommendations.

We are having some preliminary discussions with adjacent property owners to determine their interest in selling all/part of their properties.

I'm sending fee/escrow to your attention later today.

Let me know if you have any questions or need anything else at this point.



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Alec Henderson

From: Dan Wills
Sent: Tuesday, May 14, 2024 8:27 AM
To: Alec Henderson
Subject: RE: Revised Knapp concepts

Thanks Alec. No comments from me other than ensuring there is adequate street lighting.

Thanks!

Dan Wills, Chief of Police



Rogers Police Department
21860 Industrial Court | Rogers, MN 55374
Direct: (763) 428-0969 | Fax: (763) 428-1900
dwills@rogersmn.gov



From: Alec Henderson <ahenderson@rogersmn.gov>

Sent: Tuesday, May 14, 2024 8:18 AM

To: Mike Albers <malbers@rogersmn.gov>; Doran Cote <dcote@rogersmn.gov>; Brett Angell <bangell@rogersmn.gov>; Patrick Farrens <pfarrens@rogersmn.gov>; Andrew Simmons <asimmons@rogersmn.gov>

Cc: Dan Wills <dwills@rogersmn.gov>

Subject: FW: Revised Knapp concepts

All,
Please see the attached concept plan for the Knapp property. We have an official concept plan application. Please provide comments. I am hoping for comments by 5/28 if possible.

-Alec

Alec Henderson, AICP
CITY PLANNER



ahenderson@rogersmn.gov
22350 S. Diamond Lake Rd.
Rogers, MN 55374
Office: 763-428-0912

From: Bryan Tucker <BryanT@summer-gate.com>
Sent: Friday, May 10, 2024 10:08 AM

To: Alec Henderson <ahenderson@rogersmn.gov>

Subject: Revised Knapp concepts

Alec,

See attached updated concepts responding to staff recommendations.

We are having some preliminary discussions with adjacent property owners to determine their interest in selling all/part of their properties.

I'm sending fee/escrow to your attention later today.

Let me know if you have any questions or need anything else at this point.



Bryan Tucker

Senior Project Manager

17305 Cedar Avenue, Suite 200

Lakeville, MN 55044

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Alec Henderson

From: Ashley Morello <Ashley.Morello@hennepin.us>
Sent: Wednesday, May 29, 2024 1:02 PM
To: Alec Henderson
Cc: Brett Angell; Mike Albers; Doran Cote; Transportation.Plats
Subject: RE: [External] Summergate-Knapp Property Residential Subdivision Concept

Alec,

Thank you for sharing this concept.

- Appreciate the access aligning with the Big Woods property. For the Big Woods property, it was discussed that a WB right and EB left turn lane was needed at that intersection. With the addition of the Knapp property and the additional traffic that will be added to the intersection, we will ask for an EB right and WB left, making it an intersection with full turn lanes.
- If the applicant is platting, we will ask for 65' half ROW, which is consistent with the ask for the Big Woods property and Skye Meadows. We'd also like to discuss acquiring 25x25 foot triangles at the intersection, to preserve sight lines.
- It looks like two wetlands are being filled with this site. For the one on the southern portion of the site, is it possible to reconfigure the site layout so the southern ponding/infiltration area is where that wetland is located?
- We also really appreciate the inclusion of the ghost plats for those exception parcels. It's a great way to illustrate the plans for the area. If those parcels are acquired as planned, we'd like to see both access points removed from Territorial (PIDs 2212023330004 and 2212023330005). It looks like that's the intention based on the ghost plats, but just wanted to confirm that will be the county's position.
- Similar to Skye Meadows, we would like to discussion pedestrian crossing enhancement options at Territorial and the new proposed access. We're about 0.3 miles away from the roundabout, which is a little far to expect people to walk to cross safely.

I'm also curious, we've seen a number of residential developments occurring on Territorial, which looks consistent with planned land use for the comp plan. Has there been any discussion regarding updates to the land use to plan for any commercial, mixed use or industrial development along Territorial?

County staff is happy to discuss further as needed. We appreciate the opportunity to review early and look forward to collaborating further.

Ashley Morello

she/her

Transportation Planning

Office: 612-596-0359

ashley.morello@hennepin.us | hennepin.us



From: Alec Henderson <ahenderson@rogersmn.gov>

Sent: Wednesday, May 15, 2024 10:45 AM

To: Ashley Morello <Ashley.Morello@hennepin.us>

Cc: Brett Angell <bangell@rogersmn.gov>; Mike Albers <malbers@rogersmn.gov>; Doran Cote <dcote@rogersmn.gov>

Subject: [External] Summergate-Knapp Property Residential Subdivision Concept

CAUTION: This email was sent from outside of Hennepin County. Unless you recognize the sender and know the content, do not click links or open attachments.

Ashley,

Please see the attached concept plan submitted this week for the Knapp Property on the parcel with PID 2712023220004. They are proposing access to Territorial directly across from the Big Woods access.

Our concept plan review does not provide any official action on the subdivision. Please submit any high level comments to may have. Our plan is to get this concept for review by Planning Commission on June 3rd and possibly on the Council Agenda by June 25th.

-Alec



Alec Henderson,
AICP

CITY PLANNER

ahenderson@rogersmn.gov

*22350 S. Diamond Lake Rd.
Rogers, MN 55374*

Office: 763-428-0912

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**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: June 11, 2024

Agenda Item: No. 7.3

Subject: Approval to Hire Jason Albers as Deputy Fire Marshal

Prepared By: Chief Patrick Farrens

Recommended City Council Action

Motion to hire Jason Albers as Deputy Fire Marshal.

Overview / Background

The job of Deputy Fire Marshal was posted and seven candidates applied for the position. Four candidates were interviewed, and Mr. Albers came out as the unanimous choice by two interview committees; a department head committee and a public safety committee.

Primary Issues to Consider

Mr. Albers has spent the last 17 years with the City of Eden Prairie. His positions there include a Paid-On-Call firefighter, a Lieutenant, and most recently a Lieutenant/Fire Prevention Specialist. He holds a Bachelor's Degree in Fire Science Administration and an Associates Degree in Law Enforcement. He holds all necessary certifications, to include IAAI Certified Fire Investigator.

Staff Recommendation

Motion to hire Jason Albers as Deputy Fire Marshal.



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: June 11, 2024

Agenda Item: No. 7.4

Subject: Approval to Hire Thomas Agnes as Liquor Operations Director

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

Recommended City Council Action

Motion to hire Thomas Agnes as the Liquor Operations Director and approval of the revised job description.

Overview / Background

The City received 27 applications for the position of Liquor Operations Director. Staff consisting of Stahmer, Angell, Bruska, Buysse and Scharber interviewed five candidates. Two candidates were selected to be interviewed by the Councilors Enga and Eiden, who serve on the Liquor Commission.

Both panels selected Thomas Agnes as the recommended candidate.

Primary Issues to Consider

Tom has spent the last 18 years of his career with the City of Brooklyn Center as their Liquor Operations Manager. Prior to Brooklyn Center, Tom was with the City of North Branch municipal liquor for seven years. Tom has a passion for the municipal liquor industry and has served on the Minnesota Municipal Beverage Association (MMBA) since 2002. Tom has also been a rotarian for 22 years, serving in the communities of North Branch and Brooklyn Center.

Staff Recommendation

Motion to hire Thomas Agnes as the Liquor Operations Director and approval of the revised job description.

ATTACHMENTS:

Description

Position Description

CITY OF ROGERS**Job Description**

Title: Liquor Operations Director	FLSA Status: Exempt
Department: Liquor	Position Status: Regular Full-Time
Accountable To: City Administrator	Salary Grade: 14
Supervision of Others: Liquor Department Employees	Revision Date: April 2024

POSITION SUMMARY

To organize, develop, plan, direct and control the operation of the off-sale liquor department, including any on-sale components at City facilities, to provide a controlled retail service to the community at a profit. Responsibilities include supervision of day-to-day operations/staff, short and long-term planning, development of retail objectives, merchandising, and budget preparation.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

Plan, Direct, and Coordination Financial Control

- Develop an operation plan and budget that projects capital expenditures, revenues, expenses, and profits
- Determines methods to increase profitability of operations and decrease expenses
- Works with the Finance/Admin to prepare the annual budget and administers the adopted budget.
- Monitor sales and expenditures against the current budget
- Perform sales and expenditures analysis, taking corrective action when necessary
- Review and authorize all requests for disbursements from vendors, including review of purchasing card expenditures
- Review and approve payroll reports
- Maintains proper inventory levels; initiates inventory control procedures to prevent stock loss.
- Oversees and/or maintains computerized inventory; changes prices and adds new items as needed; determines trends and purchasing needs based on data.
- Implement and monitor internal controls for inventory, cash-on-hand, and daily deposits
- Direct the setting of prices for all merchandise sales to assure attainment of profit margins and conformance with city policy
- Supervise the purchase of all product at the best possible price while controlling inventory levels and maintaining an acceptable cost of goods percentage
- Promotes moderation and control in the sale and use of alcoholic beverages.

- Oversees and develops in-house advertising and external mixed-media ads
- Perform, direct, oversee, and review monthly and year-end physical inventories
- Generate and submit to the Finance Office all financial reporting documents on a daily basis

Direct and Coordinate Development Programs

- Develop and implement retail objectives, policies and procedures, including customer service objectives, operating plans, marketing strategies, purchase plans and store improvements
- Establish and implement procedures to maintain strict compliance of all applicable laws and regulations regarding municipal operations and the sale of alcoholic beverages
- Monitor and respond to the legislative and legal environment impacting municipal and/retail liquor operations
- Maintain good public relations with citizens, local businesses, civic groups, suppliers, and other liquor managers by projecting the proper image of a City-owned business
- Determine products and brands to be carried in the stores by studying and researching product trends, sales trends, and customer buying preferences
- Resolve any complaints from customers, suppliers, and employees in accordance with City policy
- Establish and implement hospitality based operational policies and procedures. Submit all new policies to Liquor Commission/City Council for approval prior to implementation
- Maintain the City's policy and procedure manual. Submit all new policies to Liquor Commission/City council for approval prior to implementation
- Supervise the price survey of surrounding area liquor operations
- Continue to increase and maintain knowledge and management skills by attending seminars to stay current with marketing evaluations and techniques

Hiring, Supervision, and Training of Personnel

- Supervises staff including interviewing and hiring, assigning, scheduling, prioritizing, and evaluating work, approving time off and recommending or administer reward and discipline
- Develops and oversees policies and procedures to ensure safety and efficiency in the work environment
- Conduct employee evaluations and reviews per City policy
- Establish and provide updated job descriptions and daily responsibilities for all positions in the liquor department

Supervise Daily Operations

- Review and evaluate all daily, weekly, and monthly financial and inventory reports
- Prepare and review the scheduling of all personnel, staying within labor budget, while not jeopardizing store security
- Implement and supervise internal controls to minimize loss of store assets and inventory
- Supervise housekeeping and overall maintenance and security of buildings, surrounding grounds, and all equipment

- Review and supervise all data entry
- Continue education by attending seminars, conventions, meetings, tastings, and reading to stay updated on market trends
- Attend Liquor Commission/City council meetings and other meetings as required
- Review and approve all completed product transfers
- Review, update, and maintain all records, reports, and users within the Inventory Management System

Knowledge, Skills and Abilities

- Considerable knowledge of laws related to the sale of liquor and operation of a business.
- Considerable knowledge of liquor store management including merchandising, retail sales, inventory management and customer service.
- Considerable knowledge of merchandise types, brands and location within the store.
- Considerable knowledge of budget administration and financial management of an off-sale liquor store.
- Considerable skill in the use of a computer and calculator.
- Considerable ability to supervise and motivate staff and manage operations.
- Considerable ability to manage finances and ensure profitability, including negotiating with vendors.
- Considerable ability to deal courteously with the public and provide good customer service.
- Considerable ability to use judgment and discretion in sales based on age, state of inebriation, and/or possibility of bad checks.
- Considerable ability to communicate effectively, both orally and in writing, with the public, sales personnel, staff and other City employees.

WORK ENVIRONMENT

General environmentally controlled retail store conditions but will also be exposed to inclement weather conditions assisting customers with carryout and overseeing deliveries. Service operations will vary from loud to quiet depending on the number of customers.

PHYSICAL REQUIREMENTS

While performing the duties associated with the job, employee will be required to stand or sit; walk, use hands to fingers, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is required to work in a cooler; stoop or crouch with frequent bending, twisting and standing for long periods of time. Must be able to speak and hear. Physical strength to lift/carry/move up to 50-pound cases of merchandise frequently, stock shelves/coolers and assist customers with carryout.

MINIMUM REQUIREMENTS

- Bachelor's degree in retail marketing/management or closely related area. Associate degree plus 5 years of management experience in a municipal liquor operation may be substituted for bachelor's degree
- Seven years of experience in a liquor retail setting with progressively responsible management and supervisory experience

- Demonstrated ability to manage a successful/profitable retail liquor operation
- Excellent product and industry knowledge
- Proven track record of ability to grow and develop the business and employees
- Must be available to work a schedule which includes a variety of days, evenings, weekends, and some holidays
- Knowledge of all facets of retail liquor operations including inventory, pricing, point of sale, accounting
- Computer experience including knowledge in word processing and spreadsheet software, inventory and POS systems
- Must possess a valid Minnesota Class C driver's license

PREFERRED QUALIFICATIONS

- 8 years of management experience (manager/director or assistant manager/director)
- Experience in a municipal off-sale liquor operation



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: June 11, 2024

Agenda Item: No. 7.5

Subject: Approval to Hire Matthew Rathlisberger as Assistant Finance Director

Prepared By: Bridget Bruska, Finance Director

Recommended City Council Action

Motion to Hire Matthew Rathlisberger as Assistant Finance Director.

Overview / Background

The City received 19 applications for the Assistant Finance Director position. After careful consideration, City Administrator Stahmer, Assistant City Administrator/HR Director Scharber, Finance Director Bruska, and current Assistant Finance Director Pudas interviewed two candidates. Matthew Rathlisberger emerged as the top choice.

Matthew brings approximately nine years of experience in local government, including seven years of auditing local governments and two years as the Senior Accountant for the City of Buffalo. He is a Certified Public Accountant and actively participates in local government finance groups and trainings.

Matthew's extensive experience and qualifications make him an excellent fit for the Assistant Finance Director role. His first day of employment with the City will be on July 11, 2024.

Staff Recommendation

Motion to Hire Matthew Rathlisberger as Assistant Finance Director.



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: June 11, 2024

Agenda Item: No. 7.6

Subject: Consideration of a Purchase Agreement for the Sale of City-Owned Property located at 21400 John Milless Drive

Prepared By: Brett Angell, Community Development Director

Recommended City Council Action

Motion to approve Resolution 2024-38 approving a purchase agreement with Craft & Crew Hospitality, Inc. for the sale of city-owned property at 21400 John Milless Drive.

Overview / Background

Over the course of the past few months, the City Council has discussed the possibility of the sale of city-owned property at 21400 John Milless Drive. This location is currently owned by the city and is being operated as the Muni bar. At the April 9th closed session, the council reviewed multiple offers and concepts from interested parties. As an outcome of this discussion, staff continued working towards a purchase agreement with Craft & Crew Hospitality.

Craft & Crew Hospitality is a well-known and respected restaurant operating group which currently operates six restaurants within the Twin Cities metro. Their portfolio includes Pub 819 in Hopkins, The Block in St. Louis Park, Stanleys in Northeast Minneapolis, The Howe in Minneapolis, Duke's on 7 in Minnetonka, and the Bar Draft House in Hastings. The group also has experience with doing significant renovations to buildings to fit their brand.

The subject property is a total of approximately two acres in size featuring an 4,400 square foot building and attached patio. The building was constructed in 1977 and has been owned and operated as a bar since its inception. The property has an irregular shape but does have the potential to add parking to the north, if desired by the applicant. The property is zoned LC - Local Employment Center and guided as Commercial. The proposed use meets the zoning and guidance of the property.

The proposed buyer intends to do a significant remodel to the building which includes significant upgrades to the facade, interior, creation of a new four-season patio space, and the addition of a commercial kitchen. The intended concept for the building includes a full bar with a focus on tequila, American food menu, and a full brunch offering. Additionally, the buyer plans to utilize Rogers-based DPG for the remodel of the building and uses Rogers-based Performance Food Group for their food purchasing.

A copy of the proposed Purchase Agreement is attached to this memorandum. Highlighted details related to the Purchase Agreement can be found below:

- Seller: City of Rogers
- Buyer: Craft & Crew Hospitality, Inc.

- Sale Price: \$1,100,000
- Deposit: \$20,000
- Due Diligence Period: 120 days plus one 60 day extension
- Closing: within 21 days following due diligence
- Buyer Contingencies: approval of a fully repayable city loan (separate approval needed at a later date), and satisfactory title.
- Seller Contingencies: to be operated as a bar/restaurant, recognition of the Muni in some fashion, continuation of Fire pull tabs for at least 1 year period, and receiving any necessary approvals.

While the decision to move away from a long-term city operation is always difficult, staff believe that the prospective buyer will be a great addition to the business community and will bring a needed refresh to the building. Outside of the buyer's proven track record with operating restaurants, they have shown a significant excitement about this project and have, to this date, been enjoyable to work with.

The proposed Purchase Agreement is requested to be approved via Resolution 2024-38. The approved resolution approves the PA as drafted and allows for a portion of the sale proceeds to be directed to the EDA. The proposed funds that would go to the EDA would be utilized for any loan back to the buyer, assuming future loan approval. Any loan approval is contingent on review of financials, agreement to terms, and approval by the City Council.

Staff Recommendation

Staff recommends approval of Resolution 2024-38 approving a purchase agreement with Craft & Crew Hospitality, Inc. for the sale of city-owned property at 21400 John Milless Drive.

ATTACHMENTS:

Description

Resolution 2024-38

Purchase Agreement

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

RESOLUTION NO. 2024-38

**RESOLUTION APPROVING A PURCHASE AGREEMENT WITH
CRAFT & CREW HOSPITALITY, INC.**

WHEREAS, the City of Rogers, Minnesota (the “City”) owns certain real property located at 21400 John Milles Drive, PID 2312023120014 (the “Property”); and

WHEREAS, Craft & Crew Hospitality, Inc, a Minnesota corporation (the “Buyer”), is interested in purchasing the Property from the City in connection with substantial rehabilitation of the building located on the Property for 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 authorizes the disbursement of funds from closing to include having \$450,000 from the sale proceeds to be directed into the Economic Development Authority fund for use related to

economic development activities, including, but not limited to, property rehabilitation loans related to 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 11th day of June, 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 11th day of June, 2024 (the “Agreement Date”) by and between Craft & Crew Hospitality, Inc., a Minnesota corporation (“Buyer”), and the City of Rogers, a Minnesota municipal corporation (the “City” or “Seller”). Each may be referred to as a “Party” or collectively, the “Parties”.

1. **Conveyance of Property.** In consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller:

1.1 **Real Property.** That certain real property located at 21400 John Milless Dr, Rogers, MN 55374, which consists of approximately 2.03 acres of land, together with any buildings, site improvements, fixtures, and all easements, appurtenances, and other related real property rights (“Improvements”), located in the City of Rogers, County of Hennepin, Minnesota (PID No. 2312023120014) as legally described on Exhibit A attached hereto (the “Real Property”).

1.2 **Personal Property.** All items of personal property set forth on Exhibit B attached hereto and incorporated herein by reference shall be included in the sale. Buyer acknowledges that the property currently being leased by the Seller within the Property is not included in the sale. This includes pool tables and dart board.

1.3 **Intangible Personal Property.** All of Seller’s right, title and interest in all maps, reports, plans, and other such materials having to do with the Improvements and the Real Property, as well as all land use entitlements, governmental permits, licenses, authorizations and allocations and other such governmental and agency approvals as may exist concerning the Property, and to the extent assignable: (i) licenses, and permits relating to the operation of the Property, (ii) if still in effect, guaranties and warranties received by Seller from any contractor, manufacturer or other person in connection with the construction, operation, ownership or use of the Property, and (iii) all other intangible property associated with the Property, including, but not limited to, any plans and specifications and other architectural and engineering drawings for the Improvements.

The Real Property, the Personal Property and the Intangible Personal Property are collectively referred to herein as the “Property”.

2. **INTENTIONALLY OMITTED.**

3. **INTENTIONALLY OMITTED.**

4. **Inventory.** Buyer shall have the ability, but not be required, to acquire any inventory from the Seller remaining on the Property. Acquisition of the inventory, if any, shall be completed via a separate private transaction between the Buyer and Seller.

5. **Purchase Price and Terms.**

5.1 **Purchase Price.** The total purchase price to be paid by Buyer to Seller for the Property shall total One Million One Hundred Thousand and No/100 Dollars (\$1,100,000) (the “Purchase Price”).

5.2 **Deposit.** Buyer shall deposit the amount of Twenty Thousand and No/100 Dollars (\$20,000) (the “Deposit”) into escrow with First American Title Insurance Company (Minneapolis, MN), Attention Jim Erickson (the “Title Company”), within fifteen (15) days following the Agreement Date. Prior to the expiration of the Due Diligence Period, as it may be extended hereunder, Buyer shall have the right to terminate the Agreement and obtain a full return of the Deposit made hereunder. Upon expiration of the Due Diligence Period, the Deposit made under this Agreement shall be non-refundable to the Buyer unless refundable due to the Seller’s non-performance of its obligations under the Agreement. If the sale of the Property proceeds to Closing (defined below), the Deposit shall be applied to the Purchase Price at the Closing.

5.3 **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.

5.4 **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).

5.5 **Allocation of Purchase Price.** Buyer and Seller acknowledge and agree that on or before the Closing Date (defined below) the Parties will mutually agree to a reasonable allocation of the Purchase Price for the Property between the Real Property and Personal Property with the expectation that the value of the Personal Property is nominal.

6. **Information and Title Inspection.**

6.1 **Seller’s Information.** Within five (5) business days of the Agreement Date, Seller shall provide to Buyer copies of the following documents set forth in this Section 6.1 to the extent in Seller’s possession or control relating to the Property (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.

- 6.1.1 Any and all environmental, engineering, architectural or geotechnical studies, plans reports, and specifications, soil boring test results, boundary and topographic surveys, site plans, building plans and environmental or hazardous material reports or studies with respect to the Property;
- 6.1.2 Copy of the most recent ALTA/NSPS survey of the Property;
- 6.1.3 List of capital improvements to the Property completed during the last five (5) years;
- 6.1.4 Any physical inspection reports for the Property;
- 6.1.5 Copy of the most recent Phase I and Phase II Environmental Site Assessment reports for the Property;
- 6.1.6 Copy of Seller's existing title insurance policy for the Property;
- 6.1.7 Copies of any warranties or guarantees relating to any of the Property;
- 6.1.8 Copies of all plans, specifications, mechanical, electrical and plumbing layouts, operating manuals, and similar items with respect to the Property;
- 6.1.9 Copies of all licenses, permits, maps, certificates of occupancy, certificates of insurance, building inspection approvals and any and all covenants, conditions and restrictions relating to the Property; and
- 6.1.10 Property and liability insurance loss runs with respect to the Property for the prior two (2) years.

6.2 Title and Survey Matters. Within ten (10) days following the Agreement Date, Seller, at Seller's expense, shall obtain a commitment for an ALTA owner's title insurance policy issued by the Title Company for an owner's title insurance policy insuring title to the Property in the amount of the Purchase Price (the "Title Commitment"), together with copies of all documents attached to the Title Commitment. Buyer may also, at Buyer's expense, obtain any survey desired by Buyer of the Property (the "Survey").

- 6.2.1 Within fifteen (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 shall have five (5) days after its receipt of Buyer’s Objections to deliver written response to Buyer, specifying the Objections that Seller will cure and the Objections that Seller will cause Title Company to endorse over (at Seller’s expense) on or prior to Closing. Notwithstanding the foregoing and anything to the contrary contained herein, if Seller is unable or unwilling to cure any Objections on or prior to Closing, it being understood that Seller is not required to cure any such Objections except for the Mandatory Cure Items (defined in Section 6.2.2 below), then Buyer may either waive the uncured Objections, in which event the same shall become Permitted Exceptions, or terminate this Agreement by written notice to Seller and the Deposit shall be fully returned to Buyer.

- 6.2.2 Prior to the Closing, Buyer may obtain (at Buyer’s cost and expense) an update of the Title Commitment (“Title Update”) and a new or updated Survey. If the Title Update or any new or updated Survey discloses a title or survey matter that was not disclosed in the Title Commitment or the Survey, Buyer may deliver to Seller, within (10) days following Buyer’s receipt of the Title Update and any updated Survey (“Title Update Review Period”) a written statement of Objections to any matter first disclosed on the Title Update or any updated Survey accompanied by a copy of the Title Update and any updated Survey. In the event Buyer fails to timely notify Seller of any Objections to the condition of title to the Property as contained in the Title Commitment, the Survey, in any Title Update or on any updated Survey, all such matters shall be deemed to be Permitted Exceptions. Notwithstanding the foregoing provisions of this Section 6 or any other provision contained in this Agreement, and regardless of whether or not Buyer delivers written Objection thereto, Seller shall be obligated to cure, discharge, remove and satisfy on or before Closing (i) the liens of any mortgage and other security instruments created by or otherwise arising through Seller, (ii) tax liens for delinquent real estate taxes and assessments, (iii) judgment liens, mechanics’ and materialmen’s liens and all other monetary liens created by or otherwise arising through Seller, and (iv) whether due before or after Closing, all rollback or deferred taxes for any period prior to Closing imposed on the Real Property arising from Green Acres, open space property tax law, or similar property tax programs related to deferred taxes ((i) – (iv) above collectively, the “Mandatory Cure Items”) which shall not constitute Permitted Exceptions; provided, however, that Seller shall not be obligated to satisfy its existing mortgage on the Property in the event that Buyer elects to assume the same at Closing.

7 **Due Diligence Period; Extension.** The term “Due Diligence Period” shall mean the period commencing on the Agreement Date and ending one hundred twenty (120) days following the Agreement Date including the extension, if applicable, as set forth below. Buyer shall have one option to, by notice to Seller made at least five (5) days before the end of the Due Diligence Period, to extend the Due Diligence Period for an additional sixty (60) days. During the Due Diligence Period, Buyer may approve and conduct any investigations, studies or tests desired by Buyer including but not limited to making inquiries relating to governmental permitting and approvals, 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 15.10 below); (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 7 shall survive the Closing and any termination of this Agreement.

8 **Contingencies.** Buyer’s Contingencies are as follows:

- 8.1 Approval of this Agreement by Seller’s governing body authorized on 5/XX/2024. Seller shall deliver written notice to Buyer promptly upon the approval or disapproval of this Agreement by Seller’s governing body or any deferral of the consideration thereof.
- 8.2 Buyer securing adequate financing including, in Buyer’s discretion, obtaining a loan of up to \$450,000 (the “Financial Assistance”) from either the Seller or the Economic Development Authority of Rogers (the “EDA”) for the build-out and construction of the Property. Buyer acknowledges that approval of said loan is a separate approval by the applicable governing body and is subject to a review determining credit worthiness, risk and necessity of assistance.

- 8.3 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.
- 8.4 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.
- 8.5 On or before the Closing Date, Seller shall have delivered to Buyer all of the items required to be delivered to Buyer pursuant to the terms and conditions of this Agreement including Seller's compliance with all reasonable and customary requirements of the Title Company. Seller agrees it shall comply with all reasonable and customary requirements of the Title Company, including, but not limited to execution of title affidavits and other documents required by Title Company in connection with the closing of the transaction contemplated in this Agreement.
- 8.6 All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the Closing Date.
- 8.7 Seller shall have performed and observed, in all material respects, all covenants and agreements in this Agreement to be performed and observed by Seller as of the Closing Date.

Buyer shall have the time described in Sections 6 and 7, above, to complete its title and due diligence reviews in accordance with the terms and conditions of this Agreement. The Contingencies set forth above in this Section 8 are solely for the benefit of Buyer and, with the exception of the contingency described in Section 8.1, may be waived by Buyer. If Buyer gives written notice to Seller that the Contingencies set forth in this Section 8 are duly satisfied or waived, Buyer and Seller shall proceed to close the transaction, subject to the Buyer Contingencies in Section 8. If the Contingencies are not satisfied or waived, this Agreement may be terminated by Buyer and Buyer shall receive a return of the Deposit.

9 **Contingencies.** Seller's Contingencies are as follows:

- 9.1 Buyer agrees to utilize the Property to renovate, construct, equip and operate a restaurant and bar (the "Project").
- 9.2 Buyer agrees to recognize the previous use of the Property as The Muni Bar in a fashion deemed fit by the Buyer. This may include examples such as a menu item name or an image displayed on a wall.
- 9.3 Buyer agrees to allow the continuation of the Fire Auxiliary Relief Fund charitable gambling, including pull tabs and electric pull tabs.
- 9.4 By the Closing Date, Buyer shall have satisfied the requirements necessary to obtain , in a timely manner and at its sole and absolute expense, all required permits, licenses and approvals, and shall have met, in a timely manner, all

requirements of all applicable local, state, and federal laws and regulations which must be obtained or met for the Project including without limitation a building permit and any needed variances.

- 9.5 Buyer shall have satisfied the requirements necessary to obtain approval from Seller of the sale of the Property pursuant to this Agreement and in accordance with and following the satisfaction of all conditions required by Minnesota law.
- 9.6 By the Closing Date, Buyer shall have obtained and provided to Seller evidence of sufficient financing to acquire the Property and complete the Project including the Financial Assistance, if approved by the Seller or the EDA, as applicable. Buyer acknowledges that approval of said loan is a separate approval by the applicable governing body and is subject to a review determining credit worthiness, risk and necessity of assistance.
- 9.7 If the Financial Assistance is approved by the Seller or the EDA, as applicable, Buyer and Seller or Buyer and the EDA shall have negotiated and mutually agreed to, the governing body of Seller or the EDA, respectively, shall have approved, following the satisfaction of all conditions required by Minnesota law, and Seller and Buyer or Seller and the EDA shall have executed, effective not later than the Closing Date, a Development Assistance Agreement (the "Development Assistance Agreement"), providing, among other things, for (i) the requirements of the Business Subsidy Act, Minnesota Statutes, Section 116J.993 through 116J.995 (the "Business Subsidy Act"), if the Project does not qualify for an exemption therefrom; (ii) the construction of the Project by Buyer in accordance with plans, specifications and a timeline approved by Seller or the EDA, as applicable; (iii) the terms of any Financial Assistance; (iv) any applicable legal or policy requirements of Seller or the EDA related to the Project or any Financial Assistance provided under the Development Assistance Agreement; and (iv) any documents ancillary thereto (collectively, the "Development Documents");
- 9.8 Buyer shall have performed all of the obligations required to be performed as of the Closing Date by Buyer under this Agreement or the Development Documents and any further contingencies to Closing set forth in such Development Documents shall have been satisfied as provided therein, including without limitation execution and delivery of all Development Documents;
- 9.9 Buyer shall have submitted the construction plans for the Project to Seller, and Buyer shall have satisfied all requirements necessary to obtain Seller approval of the construction plans;

The Seller Contingencies in 9.1 through 9.3, above, shall survive for one (1) year following the Closing Date. The Contingencies set forth above in this Section 9 are solely for the benefit of Seller and, with the exception of the contingency described in Section 9.5, may be waived by Seller. If Seller gives written notice to Buyer that the Contingencies set forth in this Section 9 are

duly satisfied or waived, Buyer and Seller shall proceed to close the transaction, subject to the Buyer Contingencies in Section 8. If the Contingencies are not satisfied or waived, this Agreement may be terminated by Seller and Buyer shall receive a return of the Deposit.

10 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 within twenty one (21) days after the expiration of the Due Diligence Period or an extension thereof as set forth in Section 7, 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.

11 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 in connection with the Deed and conservation fee assessed on the transfer of the Property; (3) any curative endorsements Seller elects to obtain to cure title defects; (4) all recording fees and charges relating to the filing of any instrument to make title marketable, and; (5) Seller’s own legal and accounting fees associated with this transaction. Buyer shall be responsible for the following closing costs and related items: (1) the cost of the Title Commitment and any title search and examination fees and 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 charges for premiums required for the issuance of a owner’s title insurance policy and endorsements requested by Buyer; (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.

12 Real Estate Taxes. The Property is currently exempt from real estate taxes. Buyer shall assume all real tax liability accruing after the Closing Date.

13 Documents to be Delivered at Closing by Seller.

- 13.1 The Deed conveying the Property to the Buyer.
- 13.2 ALTA Settlement Statement or other form of Settlement Statement prepared by the Title Company closing of the purchase and sale of the Property.
- 13.3 FIRPTA affidavit that Seller is not a “foreign person” as such term is defined within Section 1445 of the Internal Revenue Code.
- 13.4 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”).
- 13.5 Well disclosure certification, if required, or statement that Seller is not aware of any wells on the Property.

- 13.6 Bill of Sale for the Personal Property, in form and substance acceptable to Buyer;
- 13.7 General Assignment in form and substance acceptable to Buyer, executed by Seller, transferring to Buyer all assignable licenses, permits, approvals, certificates of occupancy, construction and equipment warranties and guarantees relating to the Property;
- 13.8 A standard Seller's Affidavit, in form and substance acceptable to Title Company;
- 13.9 All keys, plans and specifications (to the extent same are in Seller's possession) and building alarm codes within Seller's possession, if not already delivered;
- 13.10 Evidence of Seller's authority to perform its obligations under this Agreement, satisfactory to Title Company (provided that such evidence shall only be required to be delivered by Seller to Title Company);
- 13.11 If applicable in accordance with Section 9.7, the Development Assistance Agreement and any documents required pursuant to the terms of the Development Documents;
- 13.12 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.

14 Documents to be Delivered at Closing by Buyer.

- 14.1 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.

14.2 If applicable in accordance with Section 9.7, the Development Assistance Agreement and any documents required pursuant to the terms of the Development Documents.

15 Seller's Representations and Warranties. Seller represents and warrants to Buyer now and, subject to the update of the representations and warranties provided below, as of the Closing Date that:

- 15.1 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.

- 15.2 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.
- 15.3 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.
- 15.4 As of the Closing Date, no contracts or agreements will be in effect with respect to the Property by which Buyer will be bound.
- 15.5 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.
- 15.6 There are no special assessments levied, pending or planned against the Real Property and the acquisition of the Real Property by Buyer will not cause the Real Property to be assessed for projects initiated prior to the Closing Date.
- 15.7 To the best of Seller's knowledge, no wells exist on the Property except as may be disclosed in the Seller's Information.
- 15.8 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.
- 15.9 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.
- 15.10 To the best of Seller's knowledge, there are no Hazardous Materials as herein defined on the Property and Seller has or will make available to Buyer all reports, studies and investigative materials (including but not limited to all Phase I and Phase II environmental site assessments) that are in Seller's possession or control with respect to Hazardous Materials (as defined below) and 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.

- 15.11 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.
- 15.12 Seller has not entered into any other contracts for the sale of the 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.
- 15.13 To Seller's knowledge, no latent or patent defects in the Property, such as sinkholes, weak soils, unrecorded easements or restrictions, exist.
- 15.14 Seller is not a "foreign person" as such term is defined in the Internal Revenue Code.
- 15.15 To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.
- 15.16 No work has been performed or is in progress at, and no materials have been furnished to, the Property or any portion thereof by or on behalf of Seller which could give rise to mechanics', materialman's or other liens and no such liens are outstanding except for such work, materials and liens that Seller will pay in full prior to Closing

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

The above representations and warranties of Seller shall survive the closing and be true, correct and complete in all material respects on and as of the Closing Date and the Buyer shall the Bring Down Certificate at the Closing.

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

If to Seller: City of Rogers
Attn: Brett Angell
22350 South Diamond Lake Rd
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

If to Buyer: Craft & Crew Hospitality, Inc.
Attn: Luke Derheim
7225 Fleetwood Drive
Edina, MN55439
Email: luke@craftncrew.com

With a copy to: Zamansky Professional Association
Attn: Drew Zamansky
3901 IDS Tower
80 South Eighth Street
Minneapolis, MN 55402
Email: d.zamansky@zamanskylaw.com

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

17. Default; Remedies; Specific Performance. If Buyer defaults in any of the agreements herein, Seller shall be entitled, as its sole and exclusive remedies hereunder, to terminate this Agreement and retain the Deposit as full and complete liquidated damages for such default of Buyer; provided, however, that the foregoing shall not in any way release, impair or otherwise affect 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 and receive refund of the Deposit and shall also be entitled to reimbursement by Seller of Buyer's documented out of pocket costs and expenses incurred in connection with this Agreement up to a maximum of \$25,000.00; 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 six (6) months after Seller's default. Nothing in this Agreement shall be construed as a limitation of or waiver by the Seller of any immunities, defenses, or other limitations on liability to which the Seller is entitled by law.

18. 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. 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.

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

20. 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.

21. 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.

22. **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.

23. **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.

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

25. **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.

26. **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, except that Buyer may assign Buyer's interest hereunder to any entity in which Buyer or Buyer's principals, Luke Derheim and David Benowitz, have a majority interest and control ("Assignee"), provided, that Buyer delivers to Seller on or before the Closing Date, written notice of such assignment together with a duly executed assignment instrument evidencing Assignee's assumption of Buyer's obligations under this Agreement. In the event that Buyer assigns this Agreement to an Assignee in accordance with the foregoing provision, Buyer shall be released from all obligations under this Agreement.

27. **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.

28. **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.

29. **No Merger of Representations, Warranties.** Neither the contingencies set forth in Sections 9.1 through 9.3 nor the representations and warranties contained in this Agreement shall be merged into any instruments or conveyance delivered at Closing, and the Parties shall be bound accordingly.

30. **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 Deed or other closing documents executed and delivered by Seller as required under this Agreement (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 and warranties 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 (including the representations and warranties set forth herein) and the Seller Documents.

31. Further Assurances. Subject to the terms and conditions herein provided, Seller and the Buyer agree to use all reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement.

[Signature page follows]

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

SELLER:

City of Rogers

Rick Ihli, Mayor

Stacie Brown, City Clerk

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

BUYER:

Craft & Crew Hospitality, Inc.

By: _____
Luke Derheim

Its: _____

EXHIBIT A

Legal Description of the Property

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

INSERT LEGAL DESCRIPTION

PID: 23-120-23-12-0014

Torrens Property

EXHIBIT B

Personal Property Included in Sale

- All equipment including, but not limited to, walk-in refrigerator/freezer, taps, and pizza oven.
- Tables, chairs, and bar stools.
- Televisions and mounts on the walls.
- Any glassware or cups
- All patio furniture, including tables, chairs, and umbrellas
- Any sign directly affixed to the wall.